

BLUE RIDGE LANDFILL SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into on this 19th day of May, 2009, by and between BLUE RIDGE LANDFILL TX, LP, a Delaware limited partnership ("Blue Ridge") by and through its general partner, Allied Waste Landfill Holdings, Inc., Allied Waste North America, Inc. ("Allied") a Delaware corporation, and the City of Pearland, Texas, ("Pearland"), who agree as follows:

RECITALS

WHEREAS, Blue Ridge is a limited partnership whose general partner, Allied Waste Landfill Holdings, Inc. is a wholly-owned subsidiary of Allied;

WHEREAS, Blue Ridge represents that it holds a permit to operate a landfill in Fort Bend County, Texas ("Landfill") collecting refuse from cities and industries located in Fort Bend County and surrounding counties and owns in fee simple the real property ("Real Property") on which the Landfill sits;

WHEREAS, the population of surrounding areas is increasing and Blue Ridge submitted an application (the "Application") for permit amendment (the "Permit Amendment") to Texas Commission on Environmental Quality ("TCEQ") for MSW Permit No. 1505A (the "Permit") to expand this Landfill and increase the permitted height of this Landfill;

WHEREAS, Pearland is a home rule municipality created under the Constitution and laws of the State of Texas;

WHEREAS, Pearland city limits are located within 500 feet of the Landfill permit boundaries;

WHEREAS, Pearland has challenged and opposed the Application for the Permit Amendment before TCEQ in Docket Number 2007-0614-MSW;

WHEREAS, Blue Ridge and Pearland agree that the Landfill, if not properly constructed and operated, could pose a potential nuisance and/or health hazard to certain Pearland residents; and

WHEREAS, Blue Ridge, Allied, and Pearland desire to resolve their differences and settle their dispute in a mutually satisfactory manner.

AGREEMENT

NOW, THEREFORE, for and in consideration of mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Blue Ridge, Allied, and Pearland (the "Parties") agree as follows:

I. DEFINITIONS

The following terms and phrases shall have the definitions stated below for purposes of this Agreement:

- A. "Class I Waste" means Class I industrial solid waste as defined by the TCEQ under 30 TAC § 330.2(59)(A) as amended on January 25, 2006 which is the date of filing of the Application.
- B. "Corrective Measure Assessment" means the assessment of corrective measures required under 30 TAC § 330.411 as amended on the Effective Date of this Agreement.
- C. "Corrective Action Plan" and "Remediation/Clean-Up Plan" mean reports required under 30 TAC §§ 330.413 and 330.415 to remedy groundwater contamination as amended on the Effective Date.
- D. "Groundwater Monitoring Reports" and "Groundwater Monitoring Results" mean groundwater monitor data collected and reported under 30 TAC, Chap. 330 Subchapter J as amended on the Effective Date.
- E. "Monitoring Wells" means any monitoring wells installed by Blue Ridge as required by TCEQ regulations and any wells installed under the terms of the Agreement.
- F. "VOCs" mean volatile organic compounds.
- G. "GCCs" mean the landfill gas collection and control system.
- H. "Liner" or "Liner System" means a composite liner constructed according to 30 TAC §§ 330.200(a)(2) and 330.200(f) as modified by this Agreement as amended on January 25, 2006.
- I. "Lateral Expansion Area" means a horizontal expansion of the waste boundaries of the existing Landfill.
- J. "Standard ASTM Protocol" means the American Society for Testing and Materials Protocol for conducting an in-situ field permeability test.
- K. "SLQCP" means the Soils and Liner Quality Control Plan.

- L. “Permit”, “Permit Amendment”, “MSW Permit” or “Final and Unappealable Permit Amendment” means Municipal Solid Waste Permit No. 1505A, as amended, at the point in time when any of the following has occurred:

(a) the time limit for filing an appeal seeking judicial review of the TCEQ’s decision to grant the Permit Amendment, either under Texas Water Code Section 5.351 or under Texas Government Code Section 2001.176 has expired and no appeal has been filed;

(b) a final, unappealable judicial determination has been rendered on any judicial appeals and the time for any further judicial appeals has expired or no more judicial appeals are possible for any other reason; or

(c) before I.L.(a) or (b) occurs, Blue Ridge operates under the provisions of the Permit Amendment.

- M. “Landfill” means Blue Ridge Landfill at 2200 FM 521 in Fort Bend County, Texas.
- N. “MCL” means Maximum Contaminant Level.
- O. “Permit Boundary” means the permit boundary proposed in the Application as described in Parts I/II Section 13 (Legal Description) of the Application.
- P. “Application” means the Application of Blue Ridge for a permit amendment to authorize a vertical and horizontal expansion of the existing Type I municipal solid waste landfill facility in Fort Bend County; Application No. 1505A.
- Q. “Stratum I” means the subgrade zone identified in Attachment 4 of the Application, Geology and Geotechnical Report.
- R. “TCEQ” means Texas Commission on Environmental Quality or its successor agencies with jurisdiction over the MSW Permit.

II. OBLIGATIONS OF BLUE RIDGE

(A) Conditioned on Final and Unappealable Permit:

All obligations of Blue Ridge in this Section, (II. OBLIGATIONS OF BLUE RIDGE) are conditioned upon the granting of a Final and Unappealable Permit Amendment. Blue Ridge's obligations in this Section (II.) accrue only upon the issuance of such a Permit Amendment.

(B) Liner Design and Installation:

- (1) Blue Ridge will not place Class I Waste in the areas where the subsurface soils contacting the bottom of the Liner System have a permeability of greater than 1×10^{-5} cm/sec identified as "Area Excavated into soils with $K \geq 10^{-5}$ cm/sec." in the attached Exhibit A or in any area in which the Landfill is excavated deeper than Stratum I (collectively referred to as "Excluded Areas") unless Blue Ridge constructs a compacted clay liner with a minimum thickness of ten feet in the Excluded Areas.
- (2) Blue Ridge will conduct a one-time field permeability test on a constructed equivalent liner using the same materials to be used in constructing the Liner after the Final Amended Permit is issued, but before construction of the first new cell in the Lateral Expansion Area. Blue Ridge will provide Pearland fourteen (14) days notice prior to the test so Pearland may observe and monitor the test. It will be conducted according to standard ASTM protocol. If the test shows the Liner satisfies the compacted clay liner permeability design criteria specified in 30 TAC § 330.200(b) (hydraulic conductivity of the compacted clay liner is no more than 1×10^{-7} cm/sec) and for the Excluded Areas 30 TAC § 330.200(f) (applied to a ten-foot constructed equivalent liner as specified under II(A)(1) above), no further tests will be conducted. If the Liner does not meet the requirements Blue Ridge will adjust the construction method and soils that will be used for Liner construction to ensure that the standards in the SLQCP are met and then conduct additional tests and make adjustments until the standards are met. Blue Ridge will not be required to conduct a one-time field permeability test for any Class I Waste liner (as described in II(B)(1) above) unless Blue Ridge elects to place Class I waste in Excluded Areas. If Blue Ridge elects to place Class I waste in any Excluded Area, it will provide Pearland fourteen (14) days notice prior to conducting the test.
- (3) Blue Ridge will provide fourteen (14) days notice to Pearland of the dates for installation and construction of the Liner and a Pearland representative will be allowed to observe the installation and construction of the Liner.

(C) Groundwater Monitor Wells and Reporting:

- (1) Blue Ridge will add ten (10) Monitor Wells at locations, well depths, screening levels, and well design standards identified in Exhibit B, attached hereto. Blue Ridge will not relocate any Monitor Wells from what is shown in the Application. The ten (10) additional wells will be designated as "observation wells" and will not be part of the permitted compliance regime. Results from the ten (10) additional Monitoring Wells will be

provided to Pearland and statistically significant increases (SSI) from background concentrations will be reported to TCEQ.

The ten (10) additional Monitoring Wells will be constructed at the same time as Monitoring Wells MW-10 through MW-21 proposed by Blue Ridge as shown on Exhibit B. Blue Ridge will provide fourteen (14) days notice to Pearland and allow Pearland to observe Monitoring Wells installation.

- (2) Blue Ridge agrees to provide copies of Groundwater Monitoring Reports to Pearland. The contents of the reports will be those prescribed by the regulations and in the groundwater sampling and analysis plan for the site.

Blue Ridge will provide Pearland with copies of all Groundwater Monitoring Results within thirty (30) days when the results become available.

(D) Remediation of Contaminated Groundwater:

- (1) In the event of groundwater contamination in violation of the MSW Permit, Pearland will have an opportunity to review and comment on any Corrective Measure Assessment or Corrective Action Plan prepared by Blue Ridge to address groundwater contamination.
- (2) Blue Ridge will not object to Pearland's status as an "interested and/or affected party" for the purposes enumerated in 30 TAC §330.411(d).
- (3) Blue Ridge will also provide Pearland with a copy of any Corrective Measure Assessment and Corrective Action Plan concurrent with the filing of such plans with TCEQ.

(E) Post-Closure Care:

- (1) In the event that groundwater contaminants from the Landfill continue to be detected at the end of the post-closure care period, Blue Ridge will not oppose an extension of the post-closure care period sought by TCEQ under 30 TAC § 330.415(f)(2) or § 330.463(b)(2)(B), which extends the post-closure care period until such time as the contaminant concentrations fall below the greater of background levels or detection limits.
- (2) Blue Ridge will monitor and remedy any groundwater contamination from the Landfill to MCLs or "health-based standards" according to the rules of the TCEQ, which include the opportunity for Blue Ridge to show that the Landfill is not the source of the contamination (the "Alternate Source Demonstration" process in 30 TAC § 330.409(b) and (c)).

(F) Pearland Review of Blue Ridge Records:

Upon reasonable notice, Blue Ridge will make available for Pearland's review records relating to the Landfill's compliance with the Permit or other applicable environmental requirements ("Included Records"). Business and financial records of Blue Ridge or its affiliated entities other than financial assurance documents required to be submitted to TCEQ and any documents deemed confidential by law, such as an audit report conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, are not subject to review by Pearland. Certain Included Records which Blue Ridge does not submit to TCEQ are not considered public records may be reviewed by Pearland, but copying and use of such records copied shall only be by agreement of the Parties. Upon reasonable notice, Pearland's elected officials, management and environmental consultants will be provided guided tours of the Landfill.

(G) Class I Waste Limitations and Monitoring:

Blue Ridge Agrees to:

- (1) Reduce the Class I Waste disposal area, in acres, by half (50% reduction) from what is shown in Attachment 1L of the Application, which is attached hereto as Exhibit C. To document this reduction, Blue Ridge shall:
 - (i) Conduct an as-built survey of each new Class I Waste cell after it is constructed;
 - (ii) Maintain a log in its operating records which will include a Table, updated upon construction of each new Class I Waste cell, showing:
 - a) the total area surveyed in (i) above;
 - b) the cumulative total acres of the constructed Class I Waste cells that are used for disposal of Class I Waste (the cumulative total shall not be greater than 50% of the area shown on Attachment 1L of the Application); and
 - c) the remaining acreage available for Class I disposal; and
 - (iii) Provide Pearland access to the Class I Waste area log and surveys according to the terms of II.(F) above.
- (2) Forgo any use of alternate daily cover at the Class I Waste area. Instead, Blue Ridge will place a 6-inch lift of soil cover over the Class I Waste working face at the end of each day.

- (3) Perform quarterly surface emission monitoring across the surface of the Landfill area that contains Class I Waste. The surface emission monitoring will be performed as follows:
- i) A portable monitor ("Instrument") will be used to determine the VOC concentration at the Landfill surface. The instrument will be calibrated and maintained, according to the manufacturer's recommendations.
 - ii) Monitoring will be performed during typical meteorological conditions.
 - iii) The background concentration will be determined by moving the Instrument detector probe inlet upwind and downwind outside the Permit Boundary of the Landfill.
 - iv) The Instrument detector probe will be positioned within 2 to 4 inches from the ground surface or top of the vegetation during surface scans.
 - (v) Monitoring will occur along a pattern of parallel lines approximately 100 feet apart over the surface area of the Landfill that contains Class I Waste.
 - vi) Blue Ridge will provide Pearland the results of all quarterly surface emission monitoring in both electronic and hard copy form within ten (10) days of acquisition by Blue Ridge. Any detection of 268 ppm of VOCs or more above background will be recorded as an exceedance and reported to TCEQ and Pearland. Cover maintenance and/or adjustments to the GCCS will be made and the location will be re-monitored to verify that the exceedance has been remediated.
 - (vii) Blue Ridge will provide fourteen (14) days notice to Pearland of the dates for the quarterly surface emission monitoring and a Pearland representative will be allowed to observe the monitoring activity described in this section.
- (4) Use commercially reasonable efforts to deliver 100% of the landfill gas collected for an onsite or offsite beneficial use.

(H) Vertical Expansion:

- (1) Blue Ridge agrees that the Landfill will not exceed 130' msl (approximately 60' above-grade) for a period of 12 years after issuance of the Final Amended Permit.
- (2) Blue Ridge agrees that the Landfill will not exceed 200' msl (approximately 130' above grade) for a period of 20 years after issuance of the Final Amended Permit.

(I) Screening:

Blue Ridge agrees that existing screening will be maintained throughout the life of the Landfill. Upon issuance of the Final Amended Permit, prior to the Landfill height increasing beyond 130' msl, a grade break will be constructed and landscaping will be installed to further screen the Landfill along the eastern slope of the landfill. The grade break to be constructed and landscape to be installed is depicted in Exhibit D, attached hereto. The plans to construct the grade break and to install the landscaping will be incorporated into the pending Application, unless prohibited by a ruling of the ALJ or by an Executive Director determination that such an amendment would require new notice and opportunity for hearing requests.

(J) Landfill Operating Hours:

- (1) Blue Ridge will limit its operating and waste acceptance hours as follows:

Monday through Friday:	4:00 a.m. to 7:00 p.m.
Saturday:	5:30 a.m. to 6:00 p.m.
Sunday:	Closed

- (2) Blue Ridge will not accept waste on the following holidays:

Thanksgiving
Christmas

- (3) The hours identified may be changed by Applicant upon written consent of Pearland.

(K) Landfill Traffic:

- (1) Blue Ridge will prohibit its waste trucks and any waste trucks it or any parent entity exercises control over either through ownership or contract, other than for any local residential or commercial service, from using either Broadway or Shadow Creek Parkway, east of FM 521 ("Prohibited Routes"). Blue Ridge and Pearland acknowledge that neither Blue Ridge

nor Allied Waste/BFI controls the movement of independent haulers who may, or may not, use Blue Ridge. Blue Ridge will not oppose any action by Pearland or other regulatory body from prohibiting or limiting truck traffic on that or other roadways, except those identified in the Application as primary access routes ("Primary Routes") to the Landfill. Blue Ridge will not object to the installation of "No Trucks" signage on the Prohibited Routes and Pearland's assessment of fines for truck traffic on Prohibited Routes. Blue Ridge will provide written notice to independent haulers as to any road usage limits that are included under this Agreement. Additionally, Blue Ridge will place a sign at an appropriate location at the Landfill informing drivers of the Prohibited and Primary Routes.

III. OBLIGATIONS OF PEARLAND

(A) Withdrawal Letter:

Pearland will submit a formal letter in the form attached hereto as Exhibit E withdrawing as a party to the contested case hearing on this Application within 3 business days of the Effective Date.

(B) No Further Participation:

Pearland will cease further participation in this permitting action, including membership in or funding of Citizens Against Blue Ridge Landfill Expansion ("CABRLE") or any other party or association who opposes the expansion Application. Within ten (10) business days after the Effective Date, counsel for Pearland will send a letter to each consultant who has performed services for Pearland regarding the Application informing such consultants that Pearland has withdrawn from the contested case proceeding and that consultant has fulfilled his responsibility to Pearland. Pearland will, subject to any restriction in the Texas Disciplinary Rules of Professional Conduct, direct that Bill Dugat and his law firm not represent anyone else in opposing Blue Ridge's pending Application following Pearland's withdrawal.

(C) The City of Pearland agrees that any technical consultant, employee or representative it designates to participate in any monitoring and sampling event will: (A) be properly trained in the applicable protocol and field safety procedures, maintain adequate Worker's Compensation and/or general liability insurance coverage as applicable, or execute a waiver of liability and provide written proof of insurance or the waiver of liability to Blue Ridge prior to participating in any sampling or monitoring events; (C) participate in any site safety training meetings, conferences or discussions generally required of non-employee consultants (collectively referred to as Safety Training) prior to participating in any sampling or monitoring activities so long as the Safety

Training does not exceed one-hour; and (D) provide his or her own safety equipment.

IV. ADDITIONAL PROVISIONS

(A) Authority to Execute:

The signatories hereto represent and affirm that they have the authority to execute and bind the Party on whose behalf they sign below.

(B) Notice to Pearland:

Blue Ridge shall provide notice to Pearland in the manner specified in this paragraph and as otherwise provided for in this Agreement and, in addition, shall provide notice of any final TCEQ action on the Application, or Final Unappealable Permit Amendment. Any notice shall be provided at least to the following:

Bill Eisen
City Manager, City of Pearland
3519 Liberty Drive
Pearland, TX 77581

with a copy to:

Darrin Coker
City Attorney, City of Pearland
3519 Liberty Drive
Pearland, TX 77581

(C) Notice to Blue Ridge and Allied:

Pearland shall provide any notice to Blue Ridge and Allied as provided for in this Agreement to the following:

Gary McCuiston
Director, Infrastructure Development
Greenspoint Park 2
16800 Greenspoint Park Drive
Suite # 225N
Houston, TX 77060

With a copy to:

Allied Waste North America, Inc.
Blue Ridge Landfill TX, LP
Attn: Corporate Secretary
18500 North Allied Way
Phoenix, Arizona 85054

- (D) All notices shall be given in writing by mailing the notice to the other party by registered or certified mail, postage prepaid, or by commercially recognized overnight courier. The date of mailing shall be deemed to be the date of service. If the deadline for notice hereunder falls on a weekend or legal holiday, then notice shall be timely if given on the next business day.

- (E) Effective Date:

The Effective Date of this Agreement shall be May 19, 2009.

- (F) Remedies:

In the event of any breach of this Agreement, the party asserting claims based on such breach shall be entitled to seek any remedy that may be available under the law or in equity, including but not limited to attorneys fees, damages (both compensatory and punitive), civil penalties, preliminary and permanent injunction, and specific performance.

- (1) Certain provisions of this Agreement are essential to the settlement of this dispute ("Essential Provisions") and the failure of Blue Ridge to comply with these provisions is a material breach. Monetary damages are inadequate compensation for default of these provisions, therefore specific performance should be required. The Essential Provisions are:

- II.B. Liner Design and Installation
- II.C. Groundwater Monitor Wells and Reporting
- II.G. Class I Waste Limitations and Monitoring
- II.H. Vertical Expansion
- II.I. Screening
- II.J. Landfill Operating Hours

- (2) The use of Prohibited Routes by waste trucks of Blue Ridge or any waste trucks it or any parent entity exercises control over either through ownership or contract will result in increased costs to Pearland in terms of road repair, traffic control, and public safety. In the event waste trucks of Blue Ridge or any waste trucks it or any parent entity exercises control over either through ownership or contract are found by Pearland Municipal Court, or by admission of Blue Ridge based on competent

evidence, such as traffic citation issued by Pearland, to have used Prohibited Routes in violation of this provision, Pearland may seek and Blue Ridge will not oppose (1) a mandatory injunction to enforce this provision to prevent further breaches and/or (2) damages for past breaches. Damages will be calculated at and Blue Ridge agrees to pay \$1,000.00 per truck for each instance a truck travels on Prohibited Routes in breach of this provision.

(G) Choice of Venue:

If any disputes arise under this Agreement, the Parties agree that venue for resolution of such disputes shall solely be with any court of competent jurisdiction located within Ft. Bend County, Texas. The Parties hereby waive any rights to object to venue in Ft. Bend County. The Parties further agree to waive any rights to a trial by jury.

(H) No Party to Be Deemed Drafter:

Pearland, Allied, and Blue Ridge have all had the opportunity to have legal counsel examine this Agreement and to propose changes to clarify any ambiguities. Accordingly, in any interpretation of this Agreement, an ambiguity will not be resolved by interpreting the Agreement against the drafter. The language of this Agreement will not be construed for or against either party on the supposition or finding that one party was the drafter.

(I) Entire Agreement:

This Agreement contains the entire agreement of the Parties. There are no other agreements, oral or written between the Parties regarding the Permit and Application, and this Agreement can be amended only by written agreement signed by the Parties. The recitals are incorporated herein for all purposes.

(J) Obligations and Limitations Are Joint and Several:

The obligations of Allied and/or Blue Ridge in this Agreement are joint and several and any limitations or conditions on those obligations or responsibilities shall inure to the benefit of both Allied and Blue Ridge. All rights of, and duties owed to, Allied and/or Blue Ridge pursuant to the terms and conditions of this Agreement are also jointly and severally held by Allied and Blue Ridge.

(K) Unless terminated pursuant to the provisions hereof, this Agreement shall remain valid and enforceable until such time that Blue Ridge has completed post-closure care maintenance of the Landfill as required by the laws of the State of Texas and TCEQ regulations, or until superceded by subsequent written agreement of the Parties.

(L) Blue Ridge agrees to incorporate the Essential Provisions identified in IV(F)(1) above into the Application unless prohibited by a ruling of the ALJ or by an Executive Director determination that such an amendment would require new notice and opportunity for hearing requests.

(M) Opportunity to Cure:

In the unlikely event that any Party (Defaulting Party) fails to timely perform any duty or obligation or fail to provide any notice required by or under this Agreement, the Defaulting Party may act to cure any such deficiency or oversight within ten (10) business days of receiving notice (Default Notice) from the other Party (Non-Defaulting Party) of the alleged deficiency or lack of notice without being considered in default. The Non-Defaulting Party shall have the right to invoke any rights or remedies with respect to any breach or default if the Defaulting Party fails to commence a cure of the matters specified in the Default Notice within a reasonable period of time after the Defaulting Party's receipt of the Default Notice, but not less than thirty days, or fails to thereafter pursue curative action within reasonable diligence to completion.

(N) The following exhibits are contained in this Agreement and are incorporated herein by reference for all purposes:

Exhibit A	Landfill Foundation Soil Permeability (one page)
Exhibit B	Ten Additional Monitor Wells Proposed by City of Pearland (two pages)
Exhibit C	Attachment 1L of Application depicting Class I Disposal Area (one page)
Exhibit D	Grade Break and Landscape Treatment (three pages)
Exhibit E	Withdrawal Motion with Service List (two pages)

AGREED TO:

BLUE RIDGE LANDFILL TX, LP


By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation its general partner

By: 

Date: May 19, 2009

Gary McCuiston
Director, Market Planning and Development, South Region
Authorized Representative of
Allied Waste Landfill Holdings, Inc, a Delaware corporation and
General Partner of Blue Ridge Landfill TX, LP

ALLIED WASTE NORTH AMERICA, INC.

By: 
Gary McCuiston

Date: May 19, 2009

Director, Market Planning and Development, South Region
Authorized Representative of
Allied Waste North America, Inc.

THE CITY OF PEARLAND

By: 

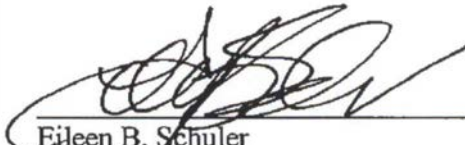
Date: May 20, 2009

Bill Eisen (print)
Authorized Representative of the City of Pearland

CERTIFICATE

The undersigned certifies that (i) she is the duly elected, qualified and acting Assistant Secretary of **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the general partner (the "**General Partner**") of **BLUE RIDGE LANDFILL TX, LP**, a Delaware limited partnership (the "**Partnership**"); (ii) attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by written consent of the General Partner; and (iii) such resolutions have not been amended, rescinded, modified or revoked, and are in full force and effect on the date hereof.

Dated: April 30, 2009.



Eileen B. Schuler
Assistant Secretary

SCHEDULE A

WHEREAS, the Partnership owns and operates a landfill located in Fort Bend County, Texas, known as the Blue Ridge Landfill (the "**Landfill**"), collecting refuse from cities and industries located in Fort Bend County and surrounding counties;

WHEREAS, the population of the areas surrounding the Landfill is increasing, and the Partnership has submitted an application (the "**Application**") for permit amendment (the "**Permit Amendment**") to the Texas Commission on Environmental Quality ("**TCEQ**") for MSW Permit No. 1505A to expand the Landfill and increase the permitted height of the Landfill;

WHEREAS, the City of Pearland ("**Pearland**") is a home rule municipality created under the Constitution and laws of the State of Texas;

WHEREAS, Pearland city limits are located within 500 feet of the Landfill permit boundaries;

WHEREAS, Pearland has challenged and opposed the Application for the Permit Amendment before TCEQ in Docket Number 2007-0614-MSW;

WHEREAS, the Partnership and Pearland agree that the Landfill, if not properly constructed and operated, could pose a potential nuisance and/or health hazard to certain Pearland residents;

WHEREAS, the Partnership and Pearland desire to resolve their differences, and settle their dispute in a mutually satisfactory manner, and together with the General Partner's parent, Allied Waste North America, Inc, a Delaware corporation, desire to enter into that certain Blue Ridge Landfill Settlement Agreement (the "**Agreement**");

NOW, THEREFORE, BE IT RESOLVED, that the General Partner, in its capacity as the General Partner of the Partnership, is hereby authorized and directed to execute the Agreement, substantially in the form presented to the Partnership and the General Partner, and any and all other documents required in connection with the Agreement, with such changes as may be approved by the General Partner or such other persons authorized to execute same and such actions are hereby approved, adopted, ratified and confirmed;

FURTHER RESOLVED, that the Partnership be and hereby is authorized and directed to perform in full its obligations and agreements as set forth in the Agreement;


FURTHER RESOLVED, that **GARY MCCUISTION**, as an authorized agent of the General Partner, or any officer of the General Partner is hereby authorized and directed to execute and deliver the Agreement and any and all other documents on behalf of the General Partner, in its capacity as the General Partner of the Partnership, required in connection with the Agreement and in connection with the performance of the Partnership's obligations and agreements set forth therein, all of which actions to be taken or previously taken are hereby ratified and confirmed in all respects; and

FURTHER RESOLVED, that the Assistant Secretary, or any other officer of the General Partner, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.

CERTIFICATE

The undersigned certifies that (i) she is the duly elected, qualified and acting Assistant Secretary of **ALLIED WASTE NORTH AMERICA, INC.**, a Delaware corporation (the "Corporation"), (ii) attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation; and (iii) such resolutions have not been amended, rescinded, modified or revoked, and are in full force and effect on the date hereof.

Dated: April 30, 2009.



Eileen B. Schuler
Assistant Secretary

SCHEDULE A

WHEREAS, Blue Ridge Landfill TX, LP, a Delaware limited partnership (“**Blue Ridge**”), an indirect subsidiary of the Corporation, owns and operates a landfill located in Fort Bend County, Texas, known as the Blue Ridge Landfill (the “**Landfill**”);

WHEREAS, the population of the areas surrounding the Landfill is increasing, and Blue Ridge has submitted an application (the “**Application**”) for permit amendment (the “**Permit Amendment**”) to the Texas Commission on Environmental Quality (“**TCEQ**”) for MSW Permit No. 1505A to expand the Landfill and increase the permitted height of the Landfill;

WHEREAS, the City of Pearland (“**Pearland**”) is a home rule municipality created under the Constitution and laws of the State of Texas;

WHEREAS, Pearland city limits are located within 500 feet of the Landfill permit boundaries;

WHEREAS, Pearland has challenged and opposed the Application for the Permit Amendment before the TCEQ in Docket Number 2007-0614-MSW;

WHEREAS, Blue Ridge and Pearland agree that the Landfill, if not properly constructed and operated, could pose a potential nuisance and/or health hazard to certain Pearland residents;

WHEREAS, Blue Ridge and Pearland desire to resolve their differences, and settle their dispute in a mutually satisfactory manner, and together with the Corporation, desire to enter into that certain Blue Ridge Landfill Settlement Agreement (the “**Agreement**”);

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is and was authorized and directed to execute the Agreement, substantially in the form presented to the Corporation, with such changes as may be approved by the officers or such other persons authorized to execute same;

FURTHER RESOLVED, that **GARY MCCUITION**, as an authorized agent for the Corporation, or any officer of the Corporation, is hereby authorized and directed to execute and deliver the Agreement and any and all other documents on behalf of the Corporation required in connection with the Agreement and in connection with the performance of the Corporation’s obligations and agreements set forth therein; and

FURTHER RESOLVED, that the Assistant Secretary, or any other officer of the Corporation, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.

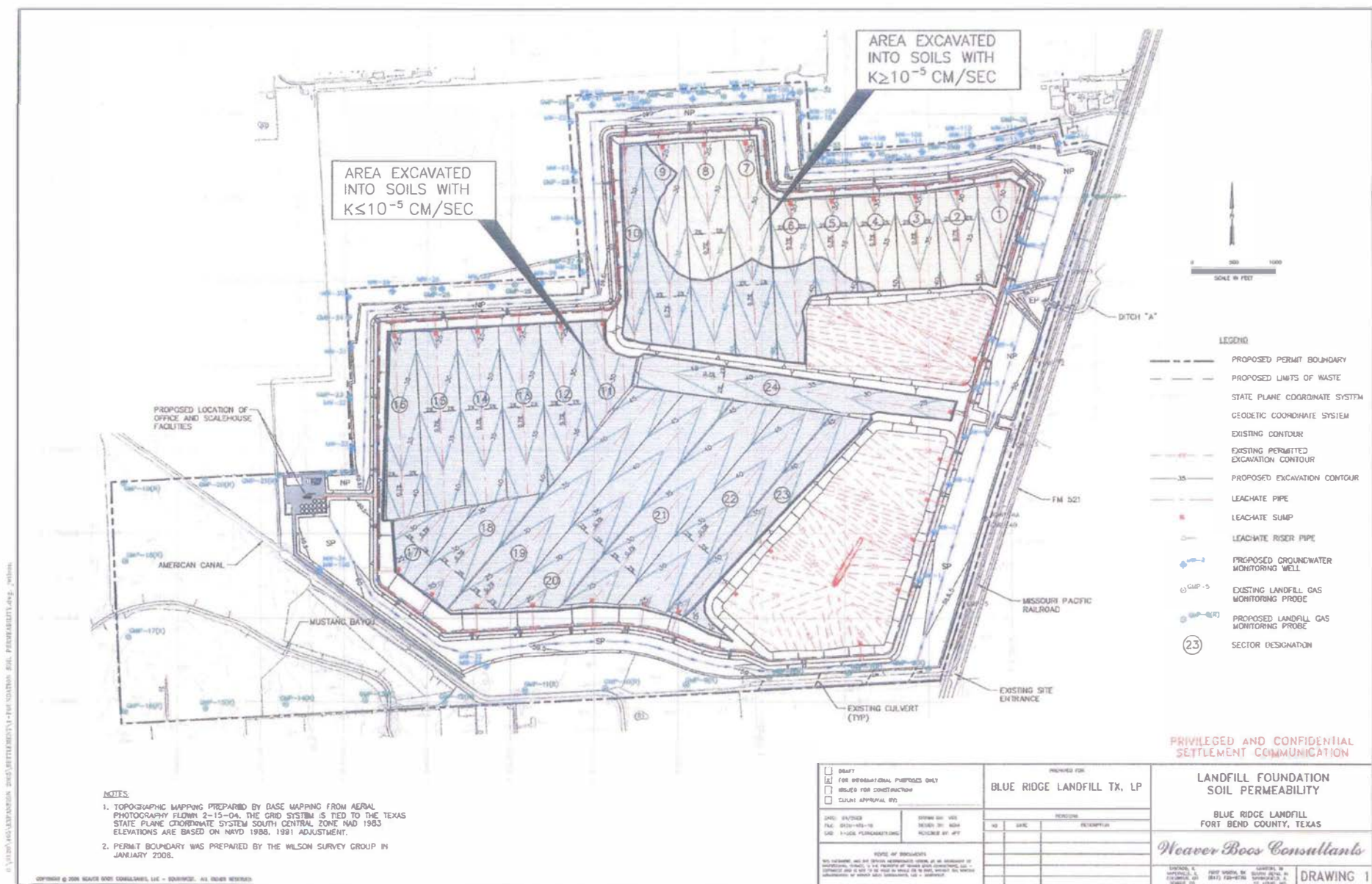


EXHIBIT A

March 19, 2009

Ten Additional Monitor/Observation Wells Proposed by City of Pearland

Well locations

The wells should be installed along the northern and northeastern portion of the permit boundary, midway between monitor wells the applicant has proposed to install (see table below and attached map¹).

Pearland Monitor/Observation Well Locations

Pearland well	To be installed between applicant wells:
P-1	MW-10 and MW-11
P-2	MW-11 and MW-12
P-3	MW-12 and MW-13
P-4	MW-13 and MW-14
P-5	MW-14 and MW-15
P-6	MW-15 and MW-16
P-7	MW-17 and MW-18
P-8	MW-18 and MW-19
P-9	MW-19 and MW-20
P-10	MW-20 and MW-21

Well depths

The wells should be completed in the uppermost portion of stratum II. The top of each screen should be at or near the contact of strata II and I/A.

However, if the bottom of stratum IA is at an elevation lower than the expected elevation of the bottom of the closest landfill excavation, the well should be completed in stratum IA.

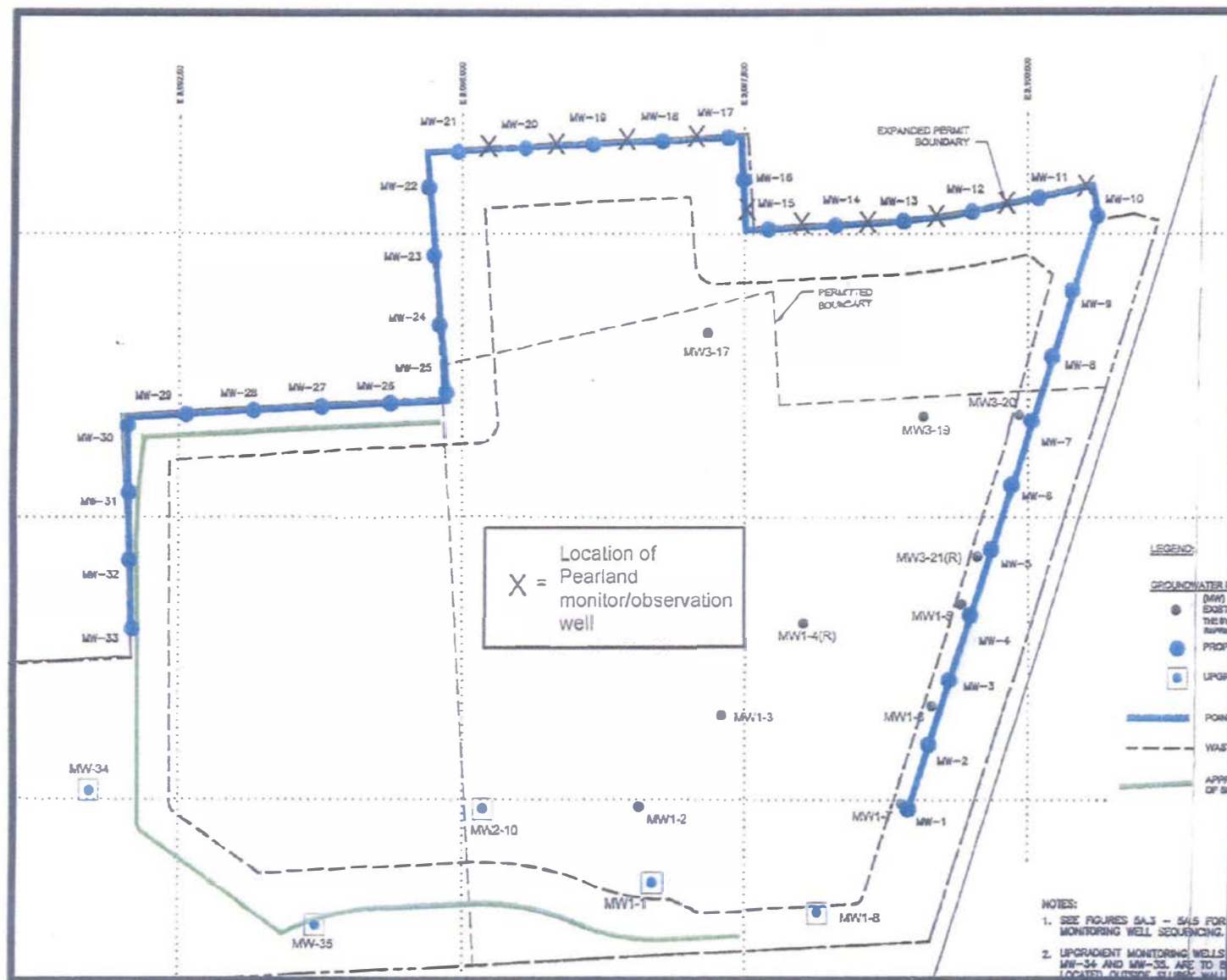
The length of each screen should be ten feet.

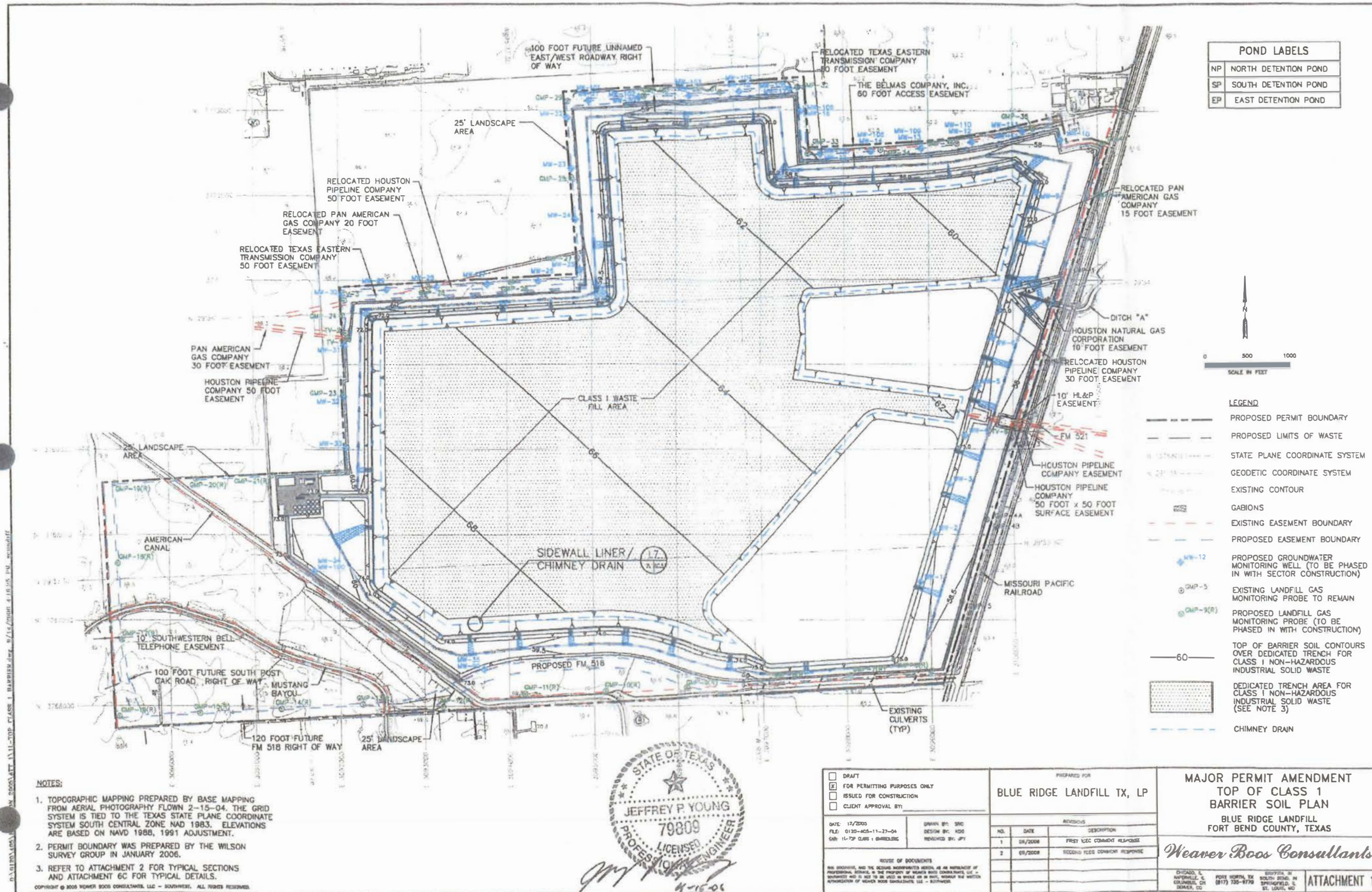
Well design

The wells should be constructed and installed in the same manner as the monitor wells proposed by the applicant (see application, figure 5A.6).

¹ The map is adapted from application figure 5A.2.

EXHIBIT B





APP 000619

EXHIBIT C

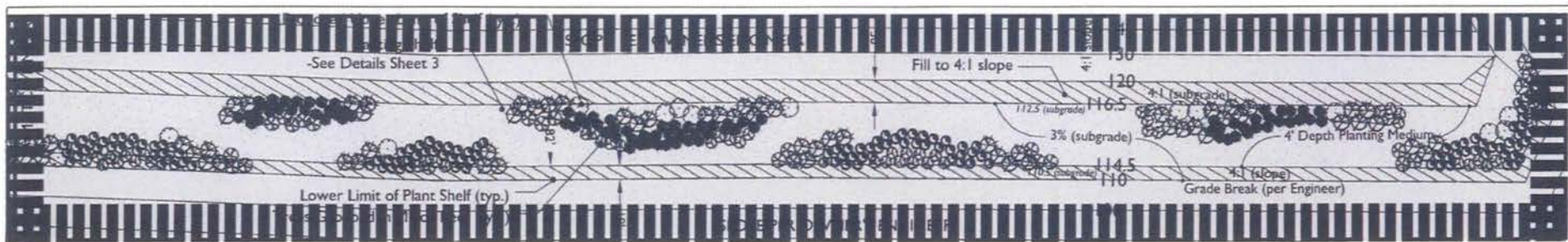


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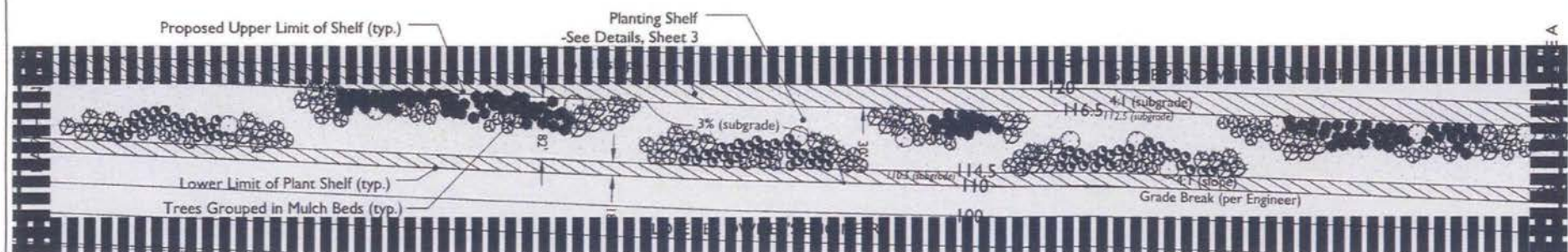
Conceptual Landscape Treatment - 1 of 3

SCALE: 1" = 200'
DATE: 08-20-07

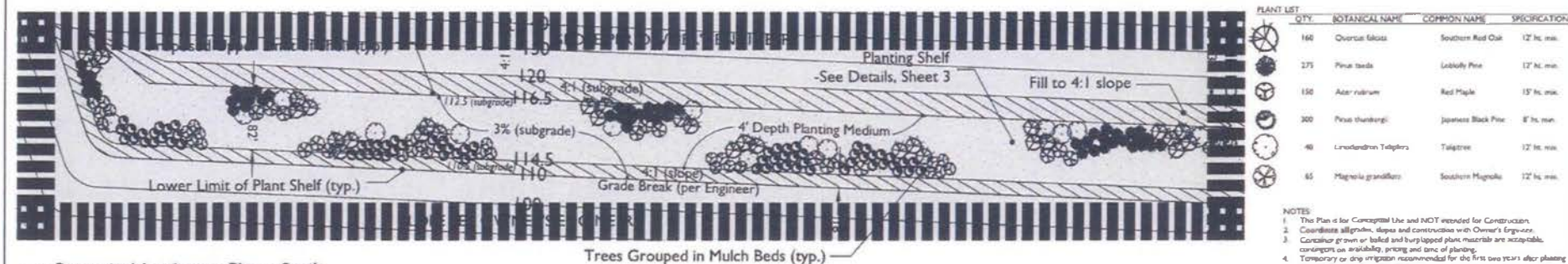




1 Conceptual Landscape Plan - North



2 Conceptual Landscape Plan - Central



3 Conceptual Landscape Plan - South

QTY.	BOTANICAL NAME	COMMON NAME	SPECIFICATION
160	<i>Quercus falcata</i>	Southern Red Oak	12" Ht. max.
275	<i>Pinus taeda</i>	Loblolly Pine	12" Ht. min.
150	<i>Acer rubrum</i>	Red Maple	15" Ht. max.
300	<i>Pinus thunbergii</i>	Japanese Black Pine	8' Ht. min.
40	<i>Liriodendron tulipifera</i>	Tuliptree	12" Ht. max.
65	<i>Magnolia grandiflora</i>	Southern Magnolia	12" Ht. min.

- NOTES:
1. This Plan is for Conceptual Use and NOT intended for Construction.
 2. Coordinate all grades, slopes and construction with Owner's Engineers.
 3. Consider grown or balled and burlapped plant materials are acceptable, contingent on availability, pricing and time of planting.
 4. Temporary or dry irrigation recommended for the first two years after planting for establishment of plant materials.

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Conceptual Landscape Treatment - 2 of 3

SCALE: 1"=40'
DATE: 08-20-07



