

B. “*Allied*” means Defendant Allied Waste Industries, Inc., a Delaware corporation with its headquarters in Scottsdale, Arizona, and its successors and assigns, its subsidiaries, divisions, groups, affiliates, partnerships, joint ventures, and their directors, officers, managers, agents, and employees.

C. “*Alternative Disposal Asset*” means, unless otherwise noted, with respect to each transfer station listed and described herein, all of Defendants’ rights, titles, and interests in any tangible asset, related to the operation of each transfer station listed, including all fee simple or ownership rights to offices, garages, related facilities, capital equipment, trucks and other vehicles, scales, power supply equipment, and supplies; and all Defendants’ rights, titles, and interests in any related intangible assets, including all leasehold interests and renewal rights thereto, permits, customer lists, contracts, and accounts, or options to purchase any adjoining property.

Alternative Disposal Asset, as used herein, means one of the following three properties, as selected by Defendant Waste Management in accordance with the terms provided in Sections IV.I., V.B., and V.C. of the final Judgment:

1. *Park Ridge, New Jersey*

Waste Management’s Park Ridge Transfer Station, located at 94 Perry Street, Park Ridge, New Jersey 07656; or

2. *Fairview, New Jersey*

Allied’s Fairview Transfer Station (formerly permitted to BFI Transfer Systems of New Jersey, Inc.), located at 61 Broad Avenue, Fairview, New Jersey 07022; or

3. *Hillsdale, New Jersey*

Waste Management’s Hillsdale Transfer Station, located at 131 Patterson Street, Hillsdale, New Jersey 07642.

D. “*Disposal*” means the business of disposing of waste into approved disposal sites (*i.e.*, landfills, incinerators, and transfer stations).

E. “*Hauling*” means the collection of waste from customers and the shipment of the collected waste to disposal sites. Hauling, as used herein, does not include collection of roll-off containers.

F. “*Fully Permitted*” means a renewal of the operating permit, currently held by Waste Management’s Chestnut Ridge Solid Waste Transfer Station of Chestnut Ridge, New York and scheduled to expire on November 30, 2003, by the New York State Department of Environmental Conservation (“NYDEC”) for an additional five (5) years under terms

and conditions comparable to those in the currently held permit; and further means that all additional zoning, environmental, and other permits required to operate the facility are valid and lawful. The renewed permit must be granted by NYDEC prior to expiration of the time period set forth in Section IV.A. of the Final Judgment, which time period shall include the sixty (60) day extension.

G. “*Landfill*” means a facility where waste is placed into the land.

H. “*MSW*” means municipal solid waste, a term of art used to describe solid putrescible waste generated by households and commercial establishments such as retail stores, offices, restaurants, warehouses, and non-manufacturing activities in industrial facilities. MSW does not include special handling waste (*e.g.*, waste from manufacturing processes, regulated medical waste, sewage, and sludge), hazardous waste, or waste generated by construction or demolition sites.

I. “*New Jersey Assets*” means the Relevant Disposal Assets and the Relevant Hauling Assets located in New Jersey.

J. “*Relevant Disposal Assets*” means, unless otherwise noted, with respect to each transfer station listed and described herein, all of Defendants’ rights, titles, and interests in any tangible asset related to each transfer station listed, including all fee simple or ownership rights to offices, garages, related facilities, capital equipment, trucks and other vehicles, scales, power supply equipment, and supplies, and all Defendants’ rights, titles, and interests in any related intangible assets, including all leasehold interests and renewal rights thereto, permits, customer lists, contracts, and accounts, or options to purchase any adjoining property.

Relevant Disposal Assets, as used herein, includes the following transfer stations, or throughput or tolling disposal rights:

1. *Garfield, New Jersey*

Allied’s Garofalo Recycling and Transfer Station (formerly permitted to Garofalo Brothers, Inc., and Garofalo Recycling and Transfer Station Co., Inc.), located at 19–35 Atlantic Street, Garfield, New Jersey 07026.

2. *Chestnut Ridge, New York*

Waste Management’s Fully Permitted Chestnut Ridge Solid Waste Transfer Station (owned by and permitted to Waste Management’s subsidiary Marangi Bros., Inc.), located at 560

Chestnut Ridge Road, Chestnut Ridge, New York 10977.

3. *North Arlington, New Jersey*

Throughout or tolling disposal rights of a maximum of 1,925 tons per week, for the remainder of Waste Management’s current lease and if the lease is renewed, for the duration of the period in which Waste Management has contractual rights to operate the facility, not to exceed the termination date of the Final Judgment. These disposal rights are exercisable by the Acquirer (or its designee), at the New Jersey Meadowlands Commission’s HMDC Solid Waste Baler Facility (“HMDC Facility”), located at 100 Baler Boulevard, North Arlington, New Jersey 07031, under the following terms and conditions:

a. At the Acquirer’s option, Waste Management shall set aside and operate or, allow the Acquirer (or its designee) to operate one (1) disposal bay and a scale and scale house for the sole use of the Acquirer (or its designee);

b. Waste Management shall permit the Acquirer (or its designee) to deliver waste to the HMDC Facility during operating hours from Monday through Saturday up to the weekly maximum of 1,925 tons. Waste Management shall have the right to stop accepting waste from any additional truck owned or operated by the Acquirer (or its designee) and entering the premises after Waste Management has accepted 350 tons of waste from the Acquirer (or its designee) on any day the HMDC Facility is operating;

c. Under the throughput or tolling arrangement, Waste Management shall permit the Acquirer (or its designee) to deliver waste to the HMDC Facility for processing and, at the option of the Acquirer (or its designee), load the processed waste into vehicles designated by the Acquirer (or its designee) for ultimate disposal; and

d. Waste Management shall operate all HMDC Facility gates, scales, scale houses, and disposal areas described in the Acquirer’s contract under terms and conditions no less favorable to the Acquirer (or its designee) than those provided to Waste Management or its customers, including any municipality.

K. “*Relevant Hauling Assets*” means with respect to each commercial waste collection route or other hauling asset described herein, all tangible assets, including capital equipment, trucks and other vehicles, containers, interests, supplies, and if requested by the purchaser, real property and improvements to real property (*i.e.*, buildings and garages). It also includes all intangible assets, including hauling-