DATES SET:

**WEDNESDAY, December 18, 2013 @ 8:30 a.m.**
REGULAR COMMITTEE MEETING CANCELED

**WEDNESDAY, January 15, 2014 @ 8:30 a.m.**
REGULAR COMMITTEE MEETING – To be held at the Lester D. Bergsten Operations & Maintenance Building, 3505 N. Dries Lane, Peoria Illinois 61604.

**WEDNESDAY, February 19, 2014 @ 8:30 a.m.**
REGULAR COMMITTEE MEETING – To be held at the Lester D. Bergsten Operations & Maintenance Building, 3505 N. Dries Lane, Peoria Illinois 61604.

To access electronic Agenda & Minutes (only):
1. [www.peoriagov.org](http://www.peoriagov.org)
2. Click "Boards/Commissions" tab @ the top
3. Choose Solid Waste Disposal Committee (Landfill)
4. Scroll to the bottom of the screen. Under "Agenda & Minutes" will be a list of the .pdf postings.
5. Select desired document and double click to open.

*CITIZENS WISHING TO ADDRESS AN ITEM NOT ON THE AGENDA SHOULD CONTACT A COMMITTEE MEMBER PRIOR TO THE MEETING. ALL OTHER PUBLIC INPUT WILL BE HEARD UNDER PUBLIC COMMENT AT THE BEGINNING OF THE COMMITTEE MEETING.

NOTE: THE ORDER IN WHICH AGENDA ITEMS ARE CONSIDERED MAY BE MOVED FORWARD OR DELAYED BY AT LEAST 2/3 VOTE OF THE COMMITTEE MEMBERS PRESENT.

THE PEORIA CITY/COUNTY LANDFILL COMMITTEE MEETS IN REGULAR BUSINESS SESSIONS THE THIRD WEDNESDAY OF THE MONTH (JANUARY THROUGH NOVEMBER) AT 8:30 A.M. AT LESTER D. BERGSTEN OPERATIONS & MAINTENANCE FACILITY CONFERENCE ROOM, 3505 N. DRIES LANE, PEORIA, ILLINOIS.

DURING THE MONTH OF DECEMBER, PEORIA CITY/COUNTY LANDFILL COMMITTEE WILL NOT MEET UNLESS A SPECIAL MEETING IS CALLED. NOTICES OF ANY SPECIAL MEETING ARE POSTED AT LEAST 48 HOURS PRIOR.
PEORIA CITY/COUNTY LANDFILL COMMITTEE MEETING
DRIES LANE FACILITY CONFERENCE ROOM

NOVEMBER 20, 2013 @ 8:30 A.M.

ATTENDANCE

ANNOUNCEMENTS, ETC.

CITIZENS’ OPPORTUNITY TO ADDRESS THE COMMITTEE

MINUTES

REQUEST FOR APPROVAL OF THE PEORIA CITY/COUNTY LANDFILL MINUTES
Dated: October 16, 2013

AGENDA ITEMS

ITEM NO. 1 REPORT FROM FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
A. SPECIAL WASTE APPROVALS AS NEEDED
B. PERMIT APPROVALS AS NEEDED
C. UPDATE REGARDING ADMINISTRATIVE APPROVALS
D. LANDFILL NO. 1 – FINANCIAL INFORMATION
E. UPDATES REGARDING COMPLIANCE ACTIVITIES, MEASURES & PROGRESS
F. ENGINEERING SERVICES PRESENTATION
G. APPROVAL OF FOTH INFRASTRUCTURE & ENVIRONMENTAL 2014 ENGINEERING SERVICES AGREEMENT

ITEM NO. 2 LANDFILL BUDGET AND FINANCIAL REPORT
A. FY2014 BUDGET

ITEM NO. 3 APPROVAL FOR RENEWAL OF THE FARMING LEASE AGREEMENT

ITEM NO. 4 REPORT FROM WASTE MANAGEMENT, INC.
A. MONTHLY ACTIVITY REPORT
B. PERMIT APPROVALS AS NEEDED

ITEM NO. 4 REPORT FROM PEORIA DISPOSAL CO.
A. UPDATE ON THE FILING OF THE IEPA PERMIT APPLICATION FOR THE CITIZENS’ CONVENIENCE CENTER
B. UPDATE ON THE WETLAND DEVELOPMENT PERMIT PROCESS FOR LANDFILL NO. 3
ITEM NO. 5     APPROVAL OF PROPOSED SETTLEMENT OF ARBITRATION DISPUTE WITH WASTE MANAGEMENT

UNFINISHED BUSINESS

SALE OF REAL ESTATE

NEW BUSINESS

NEXT MEETING

December 18, 2013

EXECUTIVE SESSION

ADJOURNMENT
Peoria, Illinois, October 16, 2013, a Regular Meeting of the Peoria City/County Landfill Committee was held this date at 8:35 A.M., at the Lester D. Bergsten Operations & Maintenance Facility located at 3505 N. Dries Lane, Peoria, Illinois, with Chairman Lester D. Bergsten presiding.

ATTENDANCE

The following Committee Members were physically present: Chairman Les Bergsten, Rick Fox, Stephen Morris, Timothy Riggenbach, Lynn Scott-Pearson, Ryan Spain and Steve Van Winkle – 7.

City/County Staff present: Steve Giebelhausen, Vikki Hibberd, Karen Raithel, Scott Sorrell and Stephanie Stapleton.

Other interested parties: Dan Erni, Josh Gabehart, Steve Harenburg, Curtis L. Hartog, Steve Matheny, Pat Sloan, Mike Wiersema, Attorneys Timothy Bertschy and Mike Hanson with Heyl Royster law firm, and Jerry Wyatt.

ANNOUNCEMENTS

NONE.

CITIZENS’ OPPORTUNITY TO ADDRESS THE COMMITTEE

Chairman Bergsten opened the floor to any citizens who wished to address the Landfill Committee members. No one came forward to address the Committee.

AGENDA ITEMS

ITEM NO. 1. REPORT from FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

A. SPECIAL WASTE APPROVALS AS NEEDED

Mr. Gabehart stated that there was one non-special waste stream permit for the former Hanna City Air Force Station that was administratively approved by Mr. Rogers on October 4, 2013. One non-special waste permit for Enercon Engineering that required Committee approval was submitted after the packet information was turned in. He stated that there were four (4) additional waste streams that were pre-approved. No action was required.

Mr. Morris moved to approve the special waste stream permits and securing Chairman Bergsten's signature; seconded by Mr. Riggenbach.
Mr. Fox questioned why the permit was administratively approved and not submitted to the Committee for approval. He requested additional information regarding the permit approval process.

Mr. Matheny stated that he was notified by the contractor and the contractor wanted to start the project along with the scheduled construction. He said that the previous analysis that was submitted was outdated and was at least 15 years old. He said that Waste Management requested a new analysis be submitted prior to requesting approval. He informed the customer that he could not complete the permit process within the specified timeframe. He said the contractor was impatient and circumvented the process by contacting Mr. Rogers.

In discussion with Mr. Fox regarding the policy for administrative approvals, Mr. Sloan explained that the Waste Acceptance Procedures were submitted to Director Rogers and outlined this process. He said in most cases, emergency situations usually involve moving contaminated soil to a secured area. He explained that the Director Rogers could pre-approve permits in emergency situations.

Motion to approve the special waste permits, including securing Mr. Bergsten’s signature for permit applications, was approved by roll call vote:

Yeas: Chairman Bergsten, Mr. Morris, Mr. Riggenbach, Ms. Scott-Pearson, Mr. Spain and Mr. Van Winkle – 6;

Nays: Mr. Fox – 1.

Mr. Rogers explained he received a phone call from the contractor requesting pre-approval. He questioned what actually constitutes an emergency. He questioned whether this was an emergency or a lack of planning on the client’s part, which then determined that this was an emergency situation. He said that he was not familiar with the pre-approval process and he preferred that as many permits as possible be submitted to the Committee for approval. He asked for additional direction regarding this matter to prevent the contractors from going around the Committee.

Chairman Bergsten stated that both Foth and Waste Management needed to provide the necessary background information to help determine the timeline.

In discussion with Chairman Bergsten regarding the approval process, Mr. Gabehart explained that Foth was generally notified by Waste Management and then Foth notifies Mr. Rogers; however, in this case, he said the contractor notified Mr. Rogers prior to Foth making their initial contact with him.

Mr. Matheny stated that, in the future, Waste Management would provide an informational timeline for administrative pre-approvals.

**B. PERMIT APPROVALS AS NEEDED**

Mr. Gabehart stated that he did not anticipate any other permit requests, but respectfully requested approval to obtain Chairman Bergsten’s signature, should the need arise for any other permit or notifications due prior to the next Committee meeting.
C. **LANDFILL #1 – 3rd QUARTER 2013 GROUNDWATER UPDATE**

Mr. Gabehart gave brief overview of the 2013 Groundwater Update and summarized the 3rd Quarter Monitoring results, including:

- False Positives and AGQS Adjustments
- Corrective Action Underway
- Chloride
- Total Potassium Total Vandium and Oil (Hexane-Soluble)

D. **LANDFILL NO. 1 – FINANCIAL INFORMATION**

Mr. Gabehart presented the Engineering and Operations Services Activity report for 2013, which covered the 2012 expenses along with the actual monthly expenses for services provided through September 30, 2013. He explained that the last column in the spreadsheet represented the expenses that are attributable to Landfill No. 1.

Mr. Gabehart stated that Mr. Rogers would discuss further under Item No. 2.

No further action was needed.

E. **UPDATES REGARDING COMPLIANCE ACTIVITIES, MEASURES & PROGRESS**

Mr. Gabehart stated that Foth had continued to pump leachate from the gas wells in an attempt to bring GMD2 back into compliance. He said that Foth had been unable to improve the gas collection in this area with the current RTC-built system, and the IEPA had approved the preliminary plan to address this issue with the construction of gas and leachate extraction system improvements to this area. He explained that the proposed system would collect leachate and gas and would allow more leachate to be collected and hauled to GPSD.

In discussion with Mr. Fox regarding the proposed leachate construction project, Mr. Gabehart stated that the proposed work was budgeted for 2014. Due to the time of year and the construction season; however, he said that the proposed project could start in 2013 but would not be completed until the spring of 2014.

Mr. Van Winkle moved to approve Foth’s report, as outlined, including securing Mr. Bergsten’s signature for permit applications; seconded by Mr. Spain.

Approved by viva voce vote.

**ITEM NO. 2  LANDFILL BUDGET AND FINANCIAL REPORT**

Mr. Rogers gave a brief overview regarding the Landfill 12-month budget and budget balance. He said the Committee would need to look at major structural changes and consider some alternatives. He said that he felt that it was in the Committee’s best interest to have additional discussions regarding long term strategies and to move forward to secure a sound fiscal year. He said by applying the various assumptions, the Committee would maintain a positive reserve
through 2020; however, during the transition from Landfill No. 2 to Landfill No. 3 operations, the fund balance was slightly negative, but appeared to be manageable.

Mr. Rogers stated that the Foth Engineering Services contract expired at the end of 2013. He said he felt that this would be an opportunity for Foth to have some additional discussion with the Committee to address future changes and the services provided to the Community.

In discussion with Mr. Van Winkle regarding the proposed increase in 2014, Mr. Rogers stated that the expected increase was based on an agreement being negotiated with Waste Management.

Mr. Morris stated that approximately $400,000 had been set aside by the Peoria County Board to assist with the operational needs for the Landfill Committee.

Mr. Spain requested that the budget be resubmitted without the proposed settlement from Waste Management. He explained that 2020 was an important transitional year from Landfill No. 2 to Landfill No. 3, which would change the fiscal condition of the Committee.

Mr. Sloan stated that there was a waste revenue model within the budget and that revenues are based on the amount of waste being received. He explained that the current annual waste streams were not projected to rebound. Since the revenue was based on the airspace remaining in the landfill, he said the total revenue remains the same. He added that the amount of time that the revenue comes in will vary and annual revenue would be less if Landfill No. 2 stays open longer. He said the proposed leachate project for 2014 may be delayed without the additional revenue from a settlement from Waste Management.

Mr. Morris reiterated that the County had set aside approximately $400,000 and he felt that the Committee should not be driven solely based upon financial factors. He stated that he was not going to make decisions based on whether or not a settlement was reached with Waste Management. He pointed out that the Committee would continue to operate.

Mr. Spain pointed out that in 2021 the Committee’s revenue stream would become reliable, which reflects the transition from Landfill No. 2 to Landfill No. 3.

Mr. Sloan said the Host Fee to the Committee would decrease and the City and the County would each receive 25% of the total host fees. He pointed out that another $900,000 reimbursement would be received in 2020, with the projected opening of Landfill No. 3.

Mr. Spain requested notes be included in each budget analysis model.

Mr. Wiersema stated that in, March 2013, Waste Management submitted their Annual Airspace Report and projected that the closure for Landfill No. 2 would take place in 2023.

Mr. Fox stated that under the Landfill No. 3 agreement, the Committee only receives 50% of the Host Fees being generated by the expansion. He said the City and the County would each receive 25% of the total host fee, which was not reflected within the model.

In further discussion with Mr. Fox regarding the Host Fees, Mr. Sloan stated that they were consistent with the agreement.
Mr. Sloan stated that various dates had been given as they pertained to the closure of Landfill No. 2. He further stated that this would need to be addressed and he felt that was not a workable situation with the upcoming expansion of Landfill No. 3.

Mr. Sloan advised the Committee that he was still working with Foth on an on-call basis. He pointed out that the same team would be on board and assisting the Committee. He said that a draft engineering services agreement would be submitted to the Committee and it would be in line with the budget. He said the Committee would need to take into consideration that work would not be able to come to a complete stop if the Committee did not renew Foth’s contract. He stated that the gas systems would need to continue to be managed in order to keep them in compliance with IEPA.

Chairman Bergsten stated that this item would be placed on the Agenda for the next scheduled meeting.

Mr. Morris stated that, in order to sustain the operation of the Landfill Committee, a date needed to be determined as to when the funds would need to be allocated for the Committee. He explained that it would take some time for both the City and the County to follow procedures and plan accordingly.

Mr. Spain requested that several budget scenarios be submitted to the Committee, along with the engineering services contract, for the Committee to review at the next scheduled meeting.

Mr. Fox pointed out that the Committee was receiving a proposal from Foth for the engineering services contract, Foth was “hands on” with managing the operations and maintenance of the landfill gas and leachate system for Landfill No. 1, also served as the consultant for the Committee and worked with the primary contractor. He said he felt that this was not in the best interests of the Committee, and that there should be separate contracts.

Mr. Van Winkle stated that the Landfill had operated in this manner for many years with only a few minor issues. He agreed with Mr. Fox that Foth was the technical support for the Committee; however, he pointed out that the City and the County did not have the expertise to provide this type of guidance. He said he felt that the Committee needed to have a consultant in place. He said that he was not aware that the contract was a fixed-term contract and that it expired at the end of the year. He said their services had been continual, and he felt that the Committee needed to look at a long term solution instead of ending the contract on January 1, 2014.

No official action was taken.

**ITEM NO. 3: REPORT FROM WASTE MANAGEMENT, INC.**

**A. MONTHLY ACTIVITY REPORT**

Mr. Matheny gave a brief overview of the monthly summary report, profiled waste log and the year-over-year comparison chart for September 2013. He stated that all weekly random load checks were completed and documented with no issues to report.
B. **PERMIT APPROVALS AS NEEDED**

Mr. Matheny requested Mr. Bergsten’s signature on the IEPA forms for a permit application addressing groundwater exceedances from the second quarter 2013 monitoring event, subject to review and approval in advance by Foth.

Mr. Matheny stated that he did not anticipate any other permit requests, but respectfully requested the Committee to allow administrative approval of permits for signature by City Designee; after review by Foth, should the need arise.

Mr. Spain moved to receive and file Waste Management’s report, as outlined, including approving securing the necessary signatures for permit applications, after review by Foth; seconded by Mr. Fox.

Approved viva voce vote.

**ITEM NO. 4:** **REPORT FROM PEORIA DISPOSAL CO.**

A. **UPDATE ON THE FILING OF THE IEPA PERMIT APPLICATION FOR THE CITIZENS’ CONVENIENCE CENTER**

Mr. Harenburg stated that the permit application had been filed and that Mr. Coulter would give an update at the next scheduled meeting.

B. **UPDATE ON THE WETLAND DEVELOPMENT PERMIT PROCESS FOR LANDFILL NO. 3**

Mr. Harenburg stated that a meeting had been scheduled at the end of the month with Ms. Bonnie Noble of the Peoria Park District, along with Rich Southorn, to discuss the archeological study. He said that Mr. Coulter would provide an update at the next scheduled meeting.

Ms. Scott-Pearson moved to approve the report from Peoria Disposal; seconded by Mr. Van Winkle.

Approved by viva voce vote.

**ITEM NO. 5:** **APPROVAL OF PROPOSED SETTLEMENT OF ARBITRATION DISPUTE WITH WASTE MANAGEMENT**

*The Committee concurred to discuss this later in an Executive Session. See further discussion on this item on Page 7.

**UNFINISHED BUSINESS**

- **SALE OF REAL ESTATE**

*The Committee concurred to discuss this later in an Executive Session. See further discussion on this item on Page 8.
FARM LEASE

Chairman Bergsten stated that Mr. Beecher with Beecher Farms contacted him regarding the current lease and the potential sale of the land. Mr. Beecher expressed concern regarding the cost associated with fertilizing the property.

Mr. Morris stated that if the property were to be sold, then it would be sold subject to his lease, and the potential buyers would be informed.

Mr. Fox suggested that an agreement for 2014 be put in place since Mr. Beecher had expressed concern regarding fertilizing the property. He recommended that this item be placed on the Agenda for the next scheduled meeting. The Committee concurred.

NEW BUSINESS

NONE.

NEXT MEETING

Chairman Bergsten stated the next regularly scheduled meeting would be held at 8:30 a.m. on Wednesday, November 20, 2013, at the Lester D. Bergsten Operations & Maintenance Facility, 3505 N. Dries Lane, Peoria, Illinois.

EXECUTIVE SESSION

REQUESTING APPROVAL OF A MOTION FOR THE PEORIA CITY/COUNTY LANDFILL COMMITTEE GO INTO EXECUTIVE SESSION TO DISCUSS 2(C)(11) LITIGATION, WHEN AN ACTION AGAINST, AFFECTING, OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT SUCH AN ACTION IS PROBABLE OR IMMINENT.

Mr. Riggenbach moved to go into Executive Session to Discuss 2(c)(11) Litigation, and to return to Regular Session; seconded by Mr. Spain.

Approved by viva voce vote.

The Landfill Committee went into Executive Session at 9:26 am.

*ITEM NO. 5: APPROVAL OF PROPOSED SETTLEMENT OF ARBITRATION DISPUTE WITH WASTE MANAGEMENT

The Landfill Committee Regular meeting reconvened at 10:25 am. The following Committee Members were physically present: Chairman Les Bergsten, Rick Fox, Stephen Morris, Timothy Riggenbach, Lynn Scott-Pearson, Ryan Spain and Steve Van Winkle – 7.

City/County Staff present: Steve Giebelhausen, Karen Raithel, Scott Sorrell and Stephanie Stapleton.
Other interested parties: Dan Erni, Josh Gabehart, Steve Harenburg, Curtis L. Hartog, Steve Matheny, Pat Sloan, Mike Wiersema, Attorney Timothy Bertschy and Mike Hanson with Heyl Royster law firm and Jerry Wyatt.

Mr. Van Winkle moved to defer the Proposed Settlement of Arbitration Dispute with Waste Management for one month; seconded by Mr. Spain.

Approved by viva voce vote.

Chairman Bergsten stated that this item would be placed on the agenda for the next scheduled Committee meeting.

**UNFINISHED BUSINESS**

- **SALE OF REAL ESTATE**

Ms. Scott-Pearson moved to defer the discussion regarding the sale of real estate for one-month; seconded by Mr. Morris.

Approved by viva voce vote.

**ADJOURNMENT**

There being no further discussion, Mr. Morris moved to adjourn the Regular Meeting of the Landfill Committee; seconded by Ms. Scott-Pearson.

Approved by viva voce vote.

The meeting adjourned at 10:30 a.m.

________________________
Lester D. Bergsten, Chairman

/ss
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Josh Gabehart, PE, Foth

AGENDA DATE REQUESTED: November 11, 2013

ACTION REQUESTED: Action required: One (1) non-special waste permit for approval, and three (3) pre-approval non-special waste profiles to receive and file.

BACKGROUND: A memorandum is attached, which reviews the four (4) profiles.

FINANCIAL IMPACT: N/A
MEMORANDUM

TO: Joint City of Peoria - County of Peoria Solid Waste Disposal Facility Board

DATE: November 11, 2013

FROM: Mark Williams

NUMBER: 013P001.00

SUBJECT: Special Waste Permits

Waste Management has presented the following waste stream.

Profiles for Approval (Action is Necessary):

1.

<table>
<thead>
<tr>
<th>Midwest Generation Powerton Station</th>
<th>Activated Carbon</th>
</tr>
</thead>
<tbody>
<tr>
<td>13082 Manito Road</td>
<td></td>
</tr>
<tr>
<td>Pekin, IL 61554</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application</th>
<th>Unused or Off-Spec Products (Solid) (Activated Carbon)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dated: 11/07/2013</td>
<td></td>
</tr>
<tr>
<td>Received: 11/07/2013</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source: Tazewell County</th>
<th>Expected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type: Non-Special</td>
<td>Quantity = 11-35 gallon drums</td>
</tr>
<tr>
<td>Profile # 609067IL</td>
<td>Frequency = One Time Event</td>
</tr>
</tbody>
</table>

| Subject to County Fee = yes         | Expected |
| Last Tested =                       | Quantity = 11-35 gallon drums |

Comments: This waste stream is certified by the generator as non-special based on MSDS sheets. We have no technical objections to this waste stream. Action is required. Profile is attached.
Pre-Approved Waste Streams (No Action is Necessary)

- Premcor Refining Group, Decatur, IL, Profile 608990IL, Petroleum Contaminated Soil or Debris Policy.
- Regina Erickson, Forrest City, IL, Non-Friable Asbestos, Profile 607943IL, Asbestos Containing Material Policy
- West Campus Corp, Pekin, IL, Friable Asbestos, Profile 607955IL, Asbestos Containing Material Policy

The profiles are attached.

Notes:
- Committee approval does not relieve the Generator and Landfill Operator from complying with all applicable laws and regulations
Requested Facility: Peoria City - County #2 Landfill

☐ Multiple Generator Locations (Attach Locations)  ☐ Request Certificate of Disposal  ☐ Renewal? Original Profile Number:

A. GENERATOR INFORMATION (MATERIAL ORIGIN)
1. Generator Name: Midwest Generation Powerton Station
2. Site Address: 13082 Manito Road
   (City, State, ZIP) Pekin IL 61554
3. County:
4. Contact Name: Daniel Dammer
5. Email: ddammar@mwgen.com
6. Phone: (309) 477-5223
7. Fax: __________
8. Generator EPA ID: IL0000655471
9. State ID: 19801002

B. BILLING INFORMATION
1. Billing Name: Midwest Generation Powerton Station
2. Billing Address: 13082 Manito Road
   (City, State, ZIP) Pekin IL 61554
3. Contact Name: Daniel Dammer
4. Email: ddammar@mwgen.com
5. Phone: (309) 477-5223
6. Fax: __________
7. WM Hauled? ☑ Yes ☐ No
8. P.O. Number: __________
9. Payment Method: ☑ Credit Account ☐ Cash ☐ Credit Card

C. MATERIAL INFORMATION
1. Common Name: Unused/Off-spec Products (Solid)
   Describe Process Generating Material: ☐ See Attached
   Products are unused or off-spec. Discarded products are not contaminated. Attach MSDS for each product.
2. Material Composition and Contaminants: ☐ See Attached
   1. See Attached MSDS
   2. ☐ Yes ☐ No
   3. ☐ Yes ☐ No
   4. ☐ Yes ☐ No
   Total composition must be equal to or greater than 100% ± 10%
3. State Waste Codes: ☐ Yes ☐ No
4. Color: Various
5. Physical State at 70°F: ☑ Solid ☐ Liquid ☐ Other: __________
6. Free Liquid Range Percentage: __________ to __________ ☐ Yes ☐ No
7. pH: __________ to __________ ☐ Yes ☐ No
8. Strong Odor: ☑ Yes ☐ No
   Describe: __________
9. Flash Point: ☑ <140°F ☐ >140°F to 199°F ☐ ≥200°F ☐ N/A

D. REGULATORY INFORMATION
1. EPA Hazardous Waste? ☐ Yes* ☐ No*
   Code: __________
2. State Hazardous Waste? ☐ Yes ☐ No
   Code: __________
3. Is this material non-hazardous due to Treatment, Destilling, or an Exclusion? ☑ Yes ☐ No
4. Contains Underlying Hazardous Constituents? ☑ Yes ☐ No
5. Contains benzene and subject to Benzene NESHAP? ☑ Yes ☐ No
6. Facility remediation subject to 40 CFR 63 GGGMG? ☑ Yes ☐ No
7. CERCLA or State mandated clean-up? ☑ Yes ☐ No
8. NRC or State-regulated radioactive or NORM waste? ☑ Yes ☐ No
9. If Yes, see Addendum (page 2) for additional questions and space.
10. Contains PCBs? ☑ If Yes, answer a, b, and c. ☐ Yes ☐ No
    a. Regulated by 40 CFR 761? ☑ Yes ☐ No
    b. Remediation under 40 CFR 761.61 (a)? ☐ Yes ☐ No
    c. Were PCB imported into the US? ☐ Yes ☐ No
11. Contains Asbestos? ☑ If Yes: ☐ Non-Friable ☐ Non-Friable - Regulated ☐ Friable

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION
1. Analytical attached? ☑ Yes ☐ No
   Please identify applicable samples and/or lab reports:

2. Other information attached (such as MSDS)? ☑ Yes ☐ No

F. SHIPPING AND DOT INFORMATION
1. ☑ One-Time Event ☐ Repeat Event/Ongoing Business
2. Estimated Quantity/Unit of Measure: 11
   ☑ Tons ☐ Yards ☐ Drums ☐ Gallons ☐ Other: __________
3. Container Type and Size: 35 gallons
4. USDOT Proper Shipping Name: ☐ Yes ☐ No

G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)
By signing this EZ Profile™ form, I hereby certify that all information submitted in this and all attached documents contain true and accurate descriptions of this material and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261 - Appendix I or by using an equivalent method. All changes occurring in the character of the material (i.e., changes in the process or new analytical) will be identified by the Generator and disclosed to Waste Management prior to providing the material to Waste Management.

If I am an agent signing on behalf of the Generator, I have confirmed with the Generator that information contained in this Profile is accurate and complete.

Name (Print): Luke Ford
Date: 11/07/2013
Title: Program Manager
Company: Midwest Generation

Certification Signature

THINK GREEN: QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Profile Addendum: State of Illinois
GENERATOR'S NON-SPECIAL WASTE CERTIFICATION

F. Additional Waste Stream Information

Profile Number: 609067IL

Generators Name: Midwest Generation Powerton Station

Generators SITE Address: 13662 Manito Road
(The location where the waste is generated)

Waste Name: Unused/Off-spec Products (Solid)

The Illinois Environmental Protection Act allows a Generator to certify that their pollution control waste or industrial process waste, is not an Illinois Special Waste (Section 3.45). By completing the following questionnaire, you may certify that the waste stream represented by the Waste Management Profile referenced above is not an Illinois Special Waste as defined in the Act.

Is the waste referenced above any of the following:

1. A Potentially Infectious Medical Waste (PINW)? □ Yes □ No
2. A Hazardous Waste as defined in 40 CFR 261 or in 35 IAC 722.111? □ Yes □ No
3. A Liquid Waste (fails the paint filter test as defined in 35 IAC 811.107)? □ Yes □ No
4. A regulated PCB waste as defined in 40 CFR 761? □ Yes □ No
5. A NESHAP regulated asbestos waste other than waste from renovation or demolition? □ Yes □ No
6. A waste resulting from the shredding recyclable metals (auto fluff)? □ Yes □ No
7. A delisted Hazardous Waste or Treated Characteristic Hazardous Waste, subject to LDR requirements under 35 IAC 728.107? □ Yes □ No

In determining that this waste is not a liquid, I have used knowledge of the processes generating the waste and the attached supporting documentation: □ MSDS □ Analytical □ Other (explain below):

In determining that this waste is not RCRA hazardous, I have used knowledge of the processes generating the waste and the attached supporting documentation: □ MSDS □ Analytical □ Other (explain below):

8. Is the waste represented by this profile sheet subject to the Illinois Solid Waste Management Act fee? □ Yes □ No

By signing below, I certify my waste is NOT an Illinois Special Waste, and that I understand that a person who knowingly and falsely certifies that a waste is not special waste is subject to the penalties set forth in subdivision (6) of subsection (h) of section 44 of the Illinois Environmental Protection Act.

Name: (Print) Luke E. Ford

Title: Program Manager

Signature: [Signature]

Date: 11/7/2014
Material Safety Data Sheet

Revision Date: 05/14/08  Originated: 05/14/08

PRODUCT NAME: Activated Carbon

COMPANY IDENTIFICATION

Suppliers Name: Flair Corporation
dba SPX Dehydration & Filtration / SPX Corporation
Address: 4647 S.W. 40th Avenue
Ocala, Florida 34474-5799 USA

EMERGENCY TELEPHONE No. 352-237-1220
FOR PRODUCT INFORMATION 352-237-1220

1. PRODUCT IDENTIFICATION

Chemical Name and Synonyms: Carbon
Chemical Formula: C

2. COMPOSITION / INFORMATION ON INGREDIENTS

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>CAS NO.</th>
<th>% by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbon</td>
<td>7440-44-0</td>
<td>100</td>
</tr>
</tbody>
</table>

Non-hazardous components are listed at 3% or greater; acute hazards are listed when present at 1% or greater and chronic hazards are listed when present at 0.01% or greater.

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: Black particulate solid, pellet or powder. Contact may cause eye irritation. Dust may be slightly irritating to eyes and respiratory tract.

CAUTION!! Wet activated carbon removes oxygen from air causing a severe hazard to workers inside carbon vessels and enclosed or confined spaces. Before entering such an area, sampling and work procedures for low oxygen levels should be taken to ensure ample oxygen availability, observing all local, state and federal regulations.

POTENTIAL HEALTH EFFECTS:
Effects and Hazards of Eye Contact: The physical nature of the product may produce eye irritation.
Effects and Hazards of Skin Contact: The product is not a primary skin irritant. The primary skin irritant index (Rabbit) is 0.
Effects and Hazards of Inhalation (Breathing): This product is practically non-toxic through inhalation. The acute inhalation LC₅₀ (Rat) is >64.4 mg/l (nominal concentration) for activated carbon.
Effects and Hazards of Ingestion (Swallowing): This product is practically non-toxic through ingestion. The acute oral LD₅₀ (Rat) is >10 g/kg.
Primary Routes of Entry: Inhalation, ingestion, skin contact, and eye contact.
Chronic Effects: The effects of long-term, low-level exposures to this product have not been determined. Safe handling of this material on a long term basis should emphasize the avoidance of all effects from repetitive acute exposures.
Carcinogenicity: NTP: N/A  IARC: N/A  OSHA REGULATED: NO

4. FIRST AID MEASURES

Treatment for Eye Contact: Flush eyes with plenty of water for at least 15 minutes.
Treatment for Skin Contact: Wash with soap and warm water.
Treatment for Inhalation (Breathing): Not applicable.
Treatment for Ingestion (Swallowing): Not applicable.
Material Safety Data Sheet

Desiccant: AC-816, ACTIVATED CARBON

Revision Date: 05/14/08  Originated: 05/14/08

PRODUCT NAME: Activated Carbon

5. FIRE AND EXPLOSION HAZARD DATA

Flash Point: N/A  Limits: Lel: N/A  Uel: N/A
Extinguishing Media: Flood with plenty of water.
Special Fire Fighting Instructions: None.
Unusual Fire and Explosion Hazards: Contact with strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc., may result in fire.

NFPA RATING:

<table>
<thead>
<tr>
<th>Category</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health</td>
<td>0</td>
</tr>
<tr>
<td>Reactivity</td>
<td>0</td>
</tr>
<tr>
<td>Flammability</td>
<td>1</td>
</tr>
</tbody>
</table>

6. ACCIDENTAL RELEASE MEASURES

Steps to be Taken in Case Material is Released or Spilled: Sweep up unused product and discard in refuse container or repackage. Consult local, state or federal regulations for proper disposal. If material is released, report in accordance with local, state, and federal regulations.

Waste Disposal Method: Dispose of unused carbon in refuse container. Dispose of in accordance with local, state, and federal regulations.

7. HANDLING AND STORAGE

Precautions for Handling and Storage:

CAUTION: Wet activated carbon removes oxygen from air causing a severe hazard to workers inside carbon vessels and enclosed or confined spaces. Before entering such an area, sampling and work procedures for low oxygen levels should be taken to ensure ample oxygen availability, observing all local, state, and federal or national regulations.

Other Precautions: Wash thoroughly after handling. Exercise caution in the storage and handling of all chemical substances.

8. EXPOSURE CONTROLS, PERSONAL PROTECTION

Exposure Guidelines:

<table>
<thead>
<tr>
<th>Material</th>
<th>OSHA PEL*</th>
<th>ACGIH TLV*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbon</td>
<td>5 mg/M³ (Respirable)</td>
<td>10 mg/M³ (Total)</td>
</tr>
</tbody>
</table>

* PELs and TLVs are 8-hour TWA unless otherwise noted.

Respiratory Protection: A NIOSH approved particulate filter respirator is recommended if excessive dust is generated.

Ventilation: Local exhaust ventilation recommended.

Mechanical Ventilation: Recommended

Protective Gloves: Recommended.

Eye Protection: Safety glasses or goggles recommended.

Other Protective Equipment: Not Required.

9. PHYSICAL AND CHEMICAL PROPERTIES

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boiling Point (°F):</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>Specific Gravity (H₂O = 1):</td>
<td>2.3 g/cc real density.</td>
</tr>
<tr>
<td>Vapor Pressure (mm Hg.):</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>Melting Point (°F):</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>Vapor Density (air = 1):</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>Evaporation Rate:</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>Solubility in Water:</td>
<td>Negligible.</td>
</tr>
<tr>
<td>Packing Density:</td>
<td>0.4 to 0.7 g/cc.</td>
</tr>
<tr>
<td>Appearance and Odor:</td>
<td>Black particulate solid, pellet or powder.</td>
</tr>
</tbody>
</table>
Material Safety Data Sheet

Desiccant: AC-816, ACTIVATED CARBON

Revision Date: 05/14/08  Originated: 05/14/08

PRODUCT NAME: Activated Carbon

10. STABILITY AND REACTIVITY

Chemical Stability: Stable.  Conditions To Avoid: None.

Incompatibility (Materials to Avoid): Strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc.

Hazardous Decomposition Products: Carbon monoxide may be generated in the event of fire.

Polymerizing Conditions to Avoid: None.

11. TOXICOLOGICAL INFORMATION

See HEALTH EFFECTS SECTION 3.

12. ECOLOGICAL INFORMATION

Not Determined

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method: Dispose of unused carbon in refuse container. Dispose of in accordance with local, state, and federal regulations.

14. TRANSPORT INFORMATION

Proper Shipping Name: Not Regulated.

Hazard Class: N/A

Identification Number: N/A

Packing Group: N/A

This product has been tested according to the United Nations Transport of Dangerous Goods test protocol for spontaneously combustible materials. It has been specifically determined that this product does not meet the definition of a self heating substance or any hazard class, and therefore is not a hazardous material and not regulated.

15. REGULATORY INFORMATION

SARA TITLE III: N/A

TSCA: The ingredients of this product are on the TSCA inventory list.


CANADA:

WHMIS CLASSIFICATION: Not classified.

DSL#: 6798

EEC Council Directives relating to the classification, packaging and labeling of dangerous substances and preparations.

Risk (R) and Safety (S) phrases: May be irritating to eyes (R36).

16. OTHER INFORMATION

MSDS Status: New MSDS.

Intended Use: Generally used for treatment of liquids and gases.
Material Safety Data Sheet

ATTENTION: Plant Manager/Safety Director:

This MSDS supersedes all prior data sheets received for this product. We urge you to study it carefully. This is provided with each container as our way of communicating Health, Safety, and Environmental Protection Information to our customers.

This information is provided to ensure safe handling and storage of our products in accordance with OSHA Hazard Communication Standard 29 CFR 1910.1200. The information contained in this MSDS must be passed on to all employees in your firm that handle and/or become involved in the implementation or control of operations involving use of the product. We strongly urge you to forward this MSDS to all parties that have a need to know the information contained herein!

LEGEND:

<table>
<thead>
<tr>
<th>ACGIH</th>
<th>American Conference of Government Industrial Hygienists</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACS</td>
<td>American Inventory of Chemical Substances</td>
</tr>
<tr>
<td>CAS</td>
<td>Chemical Abstract Services</td>
</tr>
<tr>
<td>CERCLA</td>
<td>Comprehensive Environmental Response, Compensation, and Liability Act</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>DOT</td>
<td>Department of Transportation</td>
</tr>
<tr>
<td>DSL</td>
<td>Domestic Substances List (Canada)</td>
</tr>
<tr>
<td>ECOIN</td>
<td>European Core Inventory</td>
</tr>
<tr>
<td>EPA</td>
<td>Environmental Protection Agency</td>
</tr>
<tr>
<td>IARC</td>
<td>International Agency for Research on Cancer</td>
</tr>
<tr>
<td>LC50</td>
<td>Lethal Concentration (50% Kill)</td>
</tr>
<tr>
<td>LC10</td>
<td>Lowest Published Lethal Concentration</td>
</tr>
<tr>
<td>LD50</td>
<td>Lethal Dose (50% Kill)</td>
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<tr>
<td>LD10</td>
<td>Lowest Published Lethal Dose</td>
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<tr>
<td>NFPA</td>
<td>National Fire Protection Agency</td>
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<tr>
<td>NIOSH</td>
<td>National Institute of Occupational Safety and Health</td>
</tr>
<tr>
<td>NTTP</td>
<td>National Toxicology Program</td>
</tr>
<tr>
<td>CSHA</td>
<td>Occupational Safety and Health Administration</td>
</tr>
<tr>
<td>PEL</td>
<td>Permissible Exposure Limit</td>
</tr>
<tr>
<td>PIN</td>
<td>Product Identification Number</td>
</tr>
<tr>
<td>RCRA</td>
<td>Resource Conservation and Recovery Act</td>
</tr>
<tr>
<td>SARA</td>
<td>Superfund Amendments and Reauthorization Act</td>
</tr>
<tr>
<td>STEL</td>
<td>Short Term Exposure Limit</td>
</tr>
<tr>
<td>TCLP</td>
<td>Toxic Chemicals Leachate Program</td>
</tr>
<tr>
<td>TGD</td>
<td>Transportation of Dangerous Goods</td>
</tr>
<tr>
<td>TLV</td>
<td>Threshold Limit Value</td>
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<tr>
<td>TSCA</td>
<td>Toxic Substances Control Act</td>
</tr>
<tr>
<td>TWA</td>
<td>Time Weighted Average</td>
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<td>atm</td>
<td>atmosphere</td>
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<tr>
<td>cm</td>
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<tr>
<td>g, gm</td>
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<tr>
<td>mm</td>
<td>millimeter</td>
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<tr>
<td>n.o.s.</td>
<td>not otherwise specified</td>
</tr>
<tr>
<td>ppb</td>
<td>parts per billion</td>
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<tr>
<td>ppm</td>
<td>parts per million</td>
</tr>
<tr>
<td>psia</td>
<td>pounds per square inch</td>
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<tr>
<td>µ, µ</td>
<td>micron</td>
</tr>
<tr>
<td>µg</td>
<td>microgram</td>
</tr>
</tbody>
</table>

The information contained herein is based upon data considered true and accurate. However, the supplier makes no warranties (express or implied) as to the accuracy or adequacy of the information contained herein or the results to be obtained from the use thereof. This information is offered solely for the user's consideration, investigation and verification. Since the use and conditions of use of this information and the material described herein are not within the supplier's control, the supplier assumes no responsibility for injury to the user or third persons. The material described herein is sold only pursuant to the supplier's Terms and Conditions of Sale, including those limiting warranties and remedies contained therein. It is the responsibility of the user to determine whether any use of this data and information is in accordance with applicable Federal, State or Local Laws and Regulations.
**EZ Profile™**

**Requested Facility:** Peoria City - County #2 Landfill
☐ Check if there are multiple generator locations. Attach locations.

A. GENERATOR INFORMATION (MATERIAL ORIGIN)
1. Generator Name: The Premcor Refining Group 2078
2. Site Address: 2865 Franklin Street Road
   (City, State, ZIP) Decatur IL 62521
3. County:
4. Contact Name: Karen Dixon
5. Email: kdixon@ersinc.net
6. Phone: (630) 896-4090
7. Fax: (630) 896-4099
8. Generator EPA ID: 1150155174 [☐ N/A]
9. State ID: [☐ N/A]

B. BILLING INFORMATION   □ SAME AS GENERATOR
1. Billing Name: ERS of Illinois, Inc.
2. Billing Address: 2272 Cornell Avenue
   (City, State, ZIP) Decatur IL 62521
3. Contact Name: Karen Dixon
4. Email: kdixon@ersinc.net
5. Phone: (630) 896-4090
6. Fax: (630) 896-4099
7. WM Hauled? [☐ Yes] [☐ No]
8. P.O. Number:

C. MATERIAL INFORMATION
1. Common Name: Excluded UST Contaminated Soil
   Describe Process Generating Material: [☐ See Attached]
   Soil contaminated with unleaded gasoline/diesel fuel due to a
   leaking underground storage tank subject to 40 CFR 280
   Corrective Action Requirements. Waste meets the exclusion
   under 40 CFR Part 261.4(b)(10) and corresponding (if
   applicable)
2. Material Composition and Contaminants: [☐ See Attached]
   1. Unleaded gas/diesel fuel impacted soil 0 - 100 %
   2. Debris 0 - 30 %
   3. 
   4. 
   5. State Waste Codes: [☐ N/A]
   6. Color: [various]
   7. Physical State at 70°F: [☑ Solid] [☐ Liquid] [☐ Other]
   8. Free Liquid Range Percentage: to [☐ N/A (Solid)]
   9. pH: to [☐ N/A (Solid)]
   10. Strong Odor: [☑ Yes] [☐ No] Describe:
   11. Flash Point: [☑ <140°F] [☐ 140°F - 199°F] [☑ ≥200°F] [☐ N/A (Solid)]

D. REGULATORY INFORMATION
1. EPA Hazardous Waste? [☐ Yes] [☐ No]
   Code:
2. State Hazardous Waste? [☐ Yes] [☐ No]
   Code:
3. Is this material non-hazardous due to Treatment,
   Stabilization, or an Exclusion? [☑ Yes] [☐ No]
4. Contains Underlying Hazardous Constituents? [☐ Yes] [☐ No]
5. Contains benzene and subject to Benzene NESHAP? [☐ Yes] [☐ No]
6. Facility remediation subject to 40 CFR 63 GGGGG? [☐ Yes] [☐ No]
7. CERCLA or State-mandated clean-up? [☐ Yes] [☐ No]
8. NRC or State-regulated radioactive or NORM waste? [☐ Yes] [☐ No]
9. [If Yes, see Addendum (page 2) for additional questions and space.]
   a. Contains PCBs? [☑ Yes] [☐ No]
      b. Refer to answer a, b and c.
      c. Regulated by 40 CFR 761? [☐ Yes] [☐ No]
      d. Remediation under 40 CFR 761 61 (a)? [☑ Yes] [☐ No]
      e. Were PCB imported into the US? [☑ Yes] [☐ No]
      f. Regulated and/or Unregulated Medical/Infectious Waste? [☑ Yes] [☐ No]
      g. Contains Asbestos? [☑ Yes] [☐ No]
   [If Yes, see Addendum (page 2) for additional questions and space.]
   i. One-Time Event [☑ Yes] [☐ No]
   ii. Repeat Event/Ongoing Business [☑ Yes] [☐ No]
   iii. Estimated Quantity/Unit of Measure: [☑ Tons] [☑ Yards] [☑ Drums] [☑ Gallons] [☑ Other:
5. Container Type and Size: steel 65 gallon [☑ Yes] [☐ No]
6. USDOT Proper Shipping Name:

G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)
By signing this EZ Profile™ form, I hereby certify that all information submitted in this document and all attached documents contain true and accurate descriptions of the material, and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261 – Annex 1 or by using an equivalent method. All changes occurring in the character of the material (i.e., changes in the process or new analytical) will be identified by the Generator and be disclosed to Waste Management prior to providing the material to Waste Management.

If I am an agent signing on behalf of the Generator, I have confirmed with the Generator that information contained in this Profile is accurate and complete.

Name (Print): Karen Dixon
Date: 10/15/2013
Title: Senior Project Manager
Company: ERS of Illinois, Inc.

Certification Signature

**THINK GREEN:** QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Last Revised April 26, 2013
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C. MATERIAL INFORMATION
Describe Process Generating Material (Continued from page 1):
If more space is needed, please attach additional pages.

Material Composition and Contaminants (Continued from page 1):
If more space is needed, please attach additional pages.

| 5. |
| 6. |
| 7. |
| 8. |
| 9. |
| 10. |
≥100%

D. REGULATORY INFORMATION
Only questions with a “Yes” response in Section D on the EZ Profile™ form (page 1) need to be answered here.

1. EPA Hazardous Waste
   a. Please list all USEPA listed and characteristic waste code numbers:

   b. Is the material subject to the Alternative Debris standards (40 CFR 268.45)?
      □ Yes □ No
   c. Is the material subject to the Alternative Soil standards (40 CFR 268.49)?
      □ Yes □ No
   d. Is the material exempt from Subpart CC Controls (40 CFR 264.1083 and 265.1084)?
      □ Yes □ No
      → If Yes, please select one of the following:
      □ Waste has been determined to be LDR exempt (265.1083(c)(4) and 265.1084(c)(4)) based on the fact that it meets all applicable organic treatment standards (including UHCS for D-coded characteristic wastes) or a Specified Technology has been utilized.
      □ Waste does not qualify for a LDR exemption, but the average VOC at the point of origination is <500 ppmw and this determination was based on analytical testing (upload copy of analysis) or generator knowledge.

2. State Hazardous Waste → Please list all state waste codes:

3. For material that is Treated, Delisted, or Excluded → Please indicate the category, below:
   □ Delisted Hazardous Waste       □ Excluded Waste under 40 CFR 261.4 → Specify Exclusion: 261.4(b)(10)
   □ Treated Hazardous Waste Debris □ Treated Characteristic Hazardous Waste → If checked, complete question 4.

4. Underlying Hazardous Constituents → Please list all Underlying Hazardous Constituents:

5. Benzene NESHAP → Please include percent water/moisture in chemical composition.
   a. Are you a TSDF? → If yes, please complete Benzene NESHAP questionnaire. If not, continue.
      □ Yes □ No
   b. What is your facility’s current total annual benzene quantity in Megagrams?
      □ <1 Mg □ 1–9.99 Mg □ ≥10 Mg
      1. Flow weighted average benzene concentration is ______ ppmw.
   c. Is this waste soil from remediation at a closed facility?
      □ Yes □ No
      1. Benzene concentration in remediation waste is ______ ppmw.
   d. Has material been treated to remove 99% of the benzene or to achieve <10 ppmw?
      □ Yes □ No
   e. Is material exempt from controls in accordance with 40 CFR 61.3427?
      → If yes, specify exemption:
      □ Yes □ No
   f. Based on your knowledge of your waste and the BWON regulations, do you believe that this waste stream is subject to treatment and control requirements at an off-site TSDF?
      □ Yes □ No

6. 40 CFR 63 GGGGG → Does the material contain <500 ppmw VOAHPs at the point of determination?
   □ Yes □ No

7. CERCLA or State–Mandated clean up → Please submit the Record of Decision or other documentation to assist others in the evaluation for proper disposal.

8. NRC or state regulated radioactive or NORM Waste → Please identify isotopes and pCi/g:

THINK GREEN:
Profile Addendum: State of Illinois
GENERATOR’S NON-SPECIAL WASTE CERTIFICATION

F. Additional Waste Stream Information

Profile Number: 6089901L

Generators Name: The PEMCO Refining Group 2076

Generators SITE Address: 2895 Franklin Street Road
(The location where the waste is generated)

Waste Name: Excluded UST Contaminated Soil

The Illinois Environmental Protection Act allows a Generator to certify that their pollution control waste or industrial process waste, is not an Illinois Special Waste (Section 3.45). By completing the following questionnaire, you may certify that the waste stream represented by the Waste Management Profile referenced above is not an Illinois Special Waste as defined in the Act.

Is the waste referenced above any of the following:
1. A Potentially Infectious Medical Waste (PIMW)?
   □ Yes □ No

2. A Hazardous Waste as defined in 40 CFR 261 or in 35 IAC 722.111?
   □ Yes □ No

3. A Liquid Waste (fails the paint filter test as defined in 35 IAC 811.107)?
   □ Yes □ No

4. A regulated PCB waste as defined in 40 CFR 761?
   □ Yes □ No

5. A NESHAP regulated asbestos waste other than waste from renovation or demolition?
   □ Yes □ No

6. A waste resulting from the shredding recyclable metals (auto fluff)?
   □ Yes □ No

7. A delisted Hazardous Waste or Treated Characteristic Hazardous Waste, subject to LDR requirements under 35 IAC 728.107?
   □ Yes □ No

In determining that this waste is not a liquid, I have used knowledge of the processes generating the waste and the attached supporting documentation: □ MSDS □ Analytical □ Other (explain below):

site investigation

In determining that this waste is not RCRA hazardous, I have used knowledge of the processes generating the waste and the attached supporting documentation: □ MSDS □ Analytical □ Other (explain below):

site investigation

8. Is the waste represented by this profile sheet subject to the Illinois Solid Waste Management Act fee? □ Yes □ No

By signing below, I certify my waste is NOT an Illinois Special Waste, and that I understand that a person who knowingly and falsely certifies that a waste is not special waste is subject to the penalties set forth in subdivision (6) of subsection (h) of section 44 of the Illinois Environmental Protection Act.

Name: (Print) Karen Dixon
Title: Senior Project Manager

Signature: [Signature]
Date: 10/15/2013
607943IL

Requested Facility: Peoria City/County Landfill #2

A. GENERATOR INFORMATION

1. Generator Name: Regan Erickson
2. Site Address: 2955 S CR 2300 N
3. County: Tazewell
4. Contact Name: Tazewell
5. Phone: 309-210 3572
6. Fax: N/A
7. Generator EPA ID: N/A
8. State ID: N/A

B. MATERIAL INFORMATION

1. Common Name: Non-Friable Asbestos
   - Describe Process Generating Material: See Attached
     - Demolition/Removal - when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure. Including gaskets, resilient floor coverings and asphalt roofing products (specify in C.2.) Does not include clean-up wastes, such as
   - Material Composition and Contaminants: See Attached
     1. Non-Friable Asbestos (Uncontaminated) 0-100% 100%
2. State Waste Codes: N/A
3. Color: Various
4. Physical State at 70°F: Solid
5. Free Liquid Range Percentage: N/A (Solid)
6. pH: N/A (Solid)
7. Strong Odor: Yes
8. Flash Point: <140°F 140-199°F 200°+ N/A (Solid)

C. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION

1. Analytical attached: Yes
   - Please identify applicable samples and/or lab reports:

2. Other Information attached (such as MSDS): Yes

D. REGULATORY INFORMATION

1. EPA Hazardous Waste?: Yes
   - Code: N/A
2. State Hazardous Waste?: Yes
   - Code: N/A
3. Excluded waste under 40 CFR 261.4 (a) or (b)? Yes
   - a. Regulated by 40 CFR 761.16
   - b. Remediation under 40 CFR 761.61 (a)
   - c. Were PCB imported into the US?
4. Contains Underlying Hazardous Constituents?: Yes
5. Contains Benzene and subject to Benzene NESHAP?: Yes
6. Facility remediation subject to 40 CFR 69 GGGGG?: Yes
7. CERCLA or State-mandated clean-up?: Yes
8. NRC or State-regulated radioactive or NORM waste?: Yes
9. If Yes, see Addendum (page 22) for additional questions and space.

E. SHIPPABLE AND DOCUMENTATION

1. One-Time Event: Repeat Event/Ongoing Business
2. Estimated Quantity/Unit of Measure: N/A
   - Tons Yards Drums Gallons Other:
3. Container Type and Size: N/A
4. US DOT Proper Shipping Name: N/A

If I am an agent signing on behalf of the Generator, I have confirmed with the Generator that the information contained in this Profile is accurate and complete.

Name (Print): Josh Roco
Title: Manager
Company: River City Recycling Co.

Signature: [Signature]
Date: 10/30/13

Last Revised: 1/8/13
©2012 Waste Management, Inc.
**A. GENERATOR INFORMATION (MATERIAL DISCARD)**

1. Generator Name: WEST CAMPUS CLOP.
2. Site Address: 2111 N. WORTH ST.
3. County: TALENT, IL 62054
4. Contact Name: JOSH HAVRUGE
5. Phone: 309-209-747
6. Email: JOSH@WASTE.COM
7. Generator EPA ID: ____________
8. State ID: ____________

**C. MATERIAL INFORMATION**

1. Common Name: Friable Asbestos
2. Material Composition and Contaminants:
   - Demolition debris, asbestos
   - 100%
   - 2. Material Composition and Contaminants: 100%
3. State Waste Codes: ____________
4. Color: Various
5. Physical State at 70°F: Solid
6. Free Liquid Range Percentage: to ____________ N/A (Solid)
7. PH: _______ to _______ N/A (Solid)
8. Strong Odor: Yes
9. Flash Point: <140°F

**E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION**

1. Analytical Attached: Yes
2. Other Information Attached (such as MSDS): Yes

**G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)**

By signing this E-Z Permit® form, I hereby certify that all information submitted in this and all attached documents contain true and accurate descriptions of the material and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261. Appendix 1 or by using an equivalent method. A change occurring in the character of the material (i.e., changes in the process or new analytical) will be identified by the Generator and disclosed to Waste Management prior to providing the material to Waste Management.

If I am an agent signing on behalf of the Generator, I have confirmed with the Generator that information contained in this Profile is accurate and complete.

Name (Print): JIM LYONS
Date: 11-6-13
Title: CERTIFIED CONTAMINATION TECH, INC.
Company: WEST CAMPUS CLOP.

**Certification Signature**

[Signature]

**THINK GREEN! QUESTIONS? CALL 800 983 4776 FOR ASSISTANCE**
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Joshua Gabehart, P.E., Foth

AGENDA DATE REQUESTED: November 20, 2013

ACTION REQUESTED: Receive approval of Mr. Roger’s Signature

A letter dated October 29, 2013 to the City and County of Peoria from the Illinois Department of Natural Resources (IDNR) regarding DS1997048 - Dam I.D. No IL50403 was received by Mr. Rogers and forwarded to Foth Infrastructure and Environment. The dam is commonly called the Strip Mine Lake Dam to the Southwest of Landfill #2. This dam is classified as a small-size Class III (low hazard) dam.

Due to the dam being a Class III facility, an inspection and report must be submitted to IDNR by a Licensed Professional Engineer every 5 years. Foth performed this task in November of 2008 and we will conduct the inspection this month per our 2013 Agreement for Professional Services. This dam report will require a completed Owners Maintenance Certificate and it requires the signature of Mr. Rogers. This certificate states that the maintenance plan was followed and that either A: a revision to maintenance plan is required or B: no revisions are needed at this time.

Maintenance of this Class III dam is the responsibility of Waste Management per Landfill 2 agreement. Our inspection will identify if there is any required maintenance. Any required work will be identified for WMI who has provided responsive attention in the past. Findings and the submitted report will be presented in December’s meeting, including reporting any maintenance completed by WMI.

FINANCIAL IMPACT: N/A
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Josh Gabehart P.E. and Pat Sloan, P.E., Foth

AGENDA DATE REQUESTED: November 20, 2013

ACTION REQUESTED: Define when administrative approval of Certified Non-Special Waste is allowed and or required.

BACKGROUND: The Peoria City/County Landfill No. 2 is located off Cottonwood Road, south of Edwards, Illinois and is jointly owned by the City and County of Peoria. The City and County have delegated the day to day operations to a special committee known as the “Joint City of Peoria-County of Peoria Solid Waste Disposal Facility Board” (also known as the Peoria City/County Landfill Committee).

To guide and direct the Committee, Operator, and Consultant, the document “Procedures for General Refuse and Special Waste Received at the City of Peoria/County of Peoria Landfill No. 2 Near Brimfield,” was drafted in May 1994. The current document was last revised in December of 2011 and is a permitted document. Revisions to this document will require submission and approval from the Illinois Environmental Protection Agency and agreement between Operator and Owner of Landfill 2. This document is also known as the Waste Procedures.

In the Waste Procedures, Section 3 deals directly with Special Wastes. Furthermore, a step-by-step process for the acceptance of Special and non-Special Waste streams is listed under section 6.6 while section 6.1 defines the Pre-Approved Waste Streams and Landfill Acceptance Criteria.

There are two (2) exceptions to the general procedure provided under section 3.2.4 listed as follows:

3.2.4 Exceptions to General Procedure

There are two (2) exceptions to the general procedure:

Emergency Waste streams

Emergency Permits are sometimes requested to assist in emergency cleanups of spills that the Agency (IEPA) has determined to be non-hazardous in nature. In this case, the wastes may be accepted at the landfill providing the following staff support personnel concur with the Operator’s recommendation:

- City of Peoria Director of Public Works
  (or as designated by the Committee)
- the Landfill Committee’s Consultant

All emergency permits accepted are reviewed by the Landfill Committee at their monthly meetings.
Pre-approved Waste streams
The Landfill Committee has abbreviated their own acceptance process and pre-approves specific waste streams under certain conditions. This is possible for waste streams which are narrow in scope, and have well defined criteria. These waste streams may be accepted at the landfill gate once the Owner’s Consultant has reviewed the application and is satisfied that it meets the Owner’s and IEPA’s acceptance criteria. All pre-approved permits are reviewed by the Committee at their regular meeting. A list of pre-approved waste streams is provided in 6.01.

It should also be of note; the following items are currently listed as pre-approved waste streams per section 6.01 item 5.

5. Applicable Waste Streams

Contaminated soil
- Soil or Debris contaminated by any petroleum product.
- Non-hazardous Pesticide/Herbicide Contaminated Gravel, Soil, Debris

Asbestos Containing Material.
- Asbestos Containing materials, both Friable and Non-Friable Asbestos.

Previously Approved Waste Streams
- Waste Streams must be reconsidered and recertified by the Generator every five years or less. Waste Streams previously approved by the Committee shall be pre-approved.

SUMMARY: Overtime, the Committee, Consultant, and Operator have accepted a broad definition of the term “emergency cleanup” to aid businesses in their landfilling needs. Multiple administrative approvals have been granted in the past based on construction and cleanup schedules that have not lined up favorably with waste generators and committee meetings. At the time of the initial contact, very few, if any, were cited as emergency cleanups.

It has been indicated that all waste streams be presented to the Committee for approval rather than allow waste streams to be administratively approved unless deemed an emergency. The Committee does not need to create any additional policies for this to go into effect. In the future, Foth Infrastructure & Environmental will maintain a strict definition for an emergency cleanup of spills when working with Waste Management Inc. Should the Generator seek for an exception to the approved procedure outline is section 6.6, the Generator should provide, in writing, the relevance of the emergency with IEPA documentation and the need for an exception.

FINANCIAL IMPACT: Delays in approvals have the potential to force some generators to seek other opportunities for landfilling and create a potential reduction of revenue for both Landfill Committee and Waste Management. In 2012, approximately 265 tons were administratively approved resulting in $400.00 in host fee revenues to the Committee.
REQUEST FOR DISCUSSION

To:   Peoria City/County Landfill Committee Members

From: Josh Gabehart, PE, Foth

AGENDA DATE REQUESTED: November 20, 2013

ACTION REQUESTED: Receive and File and Approval for Mr. Les Bergsten’s Signature

BACKGROUND: The following report is provided for miscellaneous engineering items, as requested by the Committee:

Permit Approvals as Needed and Request for Mr. Les Bergsten’s Signature
No IEPA permit applications are expected during the next month. We respectfully request approval to obtain his signature should the need arise for any other permit or notifications due prior to the next Committee Meeting.

Financial Information
A spreadsheet showing the engineering services provided through October 31, 2013, is attached.

Updates Regarding Compliance Activities, Measures and Progress
During the last month we continued to increase our pumping of leachate from gas wells in the southwest area of the landfill. This area of the landfill has groundwater and gas impacts due to landfill gas issues. These impacts are observed in G02S, G04S and GMD2. Increased leachate causes the gas collection system to not work correctly and gas migration causes the exceedences at GMD2 and trace levels of organic compounds in the groundwater monitoring wells. When the system is working well, groundwater and gas issues are mitigated.

Both of these issues, subsurface gas migration and groundwater impacts will be addressed by an improvement to the gas collection system and leachate extraction system in 2014. The cost estimate for the work is $230,000, including engineering. This work is planned for 2014 and IEPA has approved the preliminary plan.

Since August, we have disposed of 21,000 gallons of leachate at the Greater Peoria Sanitary District. We expect this to continue in the coming month as we maintain our efforts to remove leachate from the landfill. There were three flare shutdowns this month due to excess leachate and a power failure.

FINANCIAL IMPACT: The FY2014 Budget will include $230,000 for the proposed GCCS improvements.
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Groundwater assessments have been high this year but most assessments have been submitted to IEPA to reduce monitoring in future quarters. January costs high due to freezing and flare shutdowns from excess leachate. March increased costs due to Ground Water Assessments and increased LFG operations. August through October have high costs associated with the pumping of Leachate from C1 to return its at DECO. Future quarters.
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Joshua Gabehart, P.E., Foth

AGENDA DATE REQUESTED: November 20, 2013

ACTION REQUESTED: None required informational presentation.

BACKGROUND: Foth offers the following statement of qualifications, which will be summarized during a presentation at the Committee meeting to provide information on the qualifications and experience of the Foth team. We trust that Foth’s qualifications demonstrate that although Pat Sloan has transitioned to an advisory role through 2014, the Committee will be provided with the professional services to effectively meet your needs.

FINANCIAL IMPACT: N/A
Informational Booklet

Foth’s Landfill Engineering Services

Prepared for the Joint City-County of Peoria Solid Waste Disposal Committee Peoria, Illinois

November 2013
November 6, 2013

Mr. Lester D. Bergsten  
Chairman 
Joint City-County of Peoria Solid Waste Disposal Committee 
3505 North Dries Lane 
Peoria, Illinois  61604

Dear Les,

RE:  Foth’s Solid Waste Qualifications

Foth Infrastructure and Environment, LLC (Foth) is pleased to submit a summary of our solid waste qualifications to serve the City and County of Peoria Solid Waste Disposal Committee (Committee) with professional consulting services. Our team has been working closely with the Committee for over 30 years and we would like to have the opportunity of continuing to provide value to the Committee.

The Foth Team qualifications summarized in this packet provide information outlining benefits the Committee can realize through working with our team.

♦ **Understanding your challenges.** Foth has made a significant commitment to public leadership and management of solid waste systems and services. Our focus on the public sector eliminates potential conflicts of interest. We understand the challenges and decision-making processes associated with serving public sector customers. As a result, our strategies and recommendations will be in close alignment with your values.

♦ **Commitment to putting your needs first.** We have an excellent track record of seeking solutions that are in our clients’ interest. We pledge not to waiver from this approach.

♦ **Knowledge of solid waste markets and technologies.** Your solid waste challenges will be addressed through our wide range of knowledge from strategic planning, to operations, to cutting edge technologies. This knowledge base allows our team to provide critical technical and strategic solutions.

♦ **Local presence, national knowledge.** You need to have access to local people, but knowledge of national trends, market information and technology also helps you meet current and future challenges. We have solid waste team members located in Peoria so we can meet your needs in a timely manner. We back them up with solid waste industry experts who have knowledge of the regional and national solid waste market.
We look forward to continuing our excellent working relationship with the Committee. You will find our qualifications demonstrate the value we deliver to the Committee. We are excited for the opportunity to continue our close working relationship. If we can provide additional information or answer any questions, please don’t hesitate to contact one of us.

Sincerely,

Foth Infrastructure & Environment, LLC

Joshua Gabehart, P.E.  
Client Director  
Email: josh.gabehart@foth.com  
Phone: (309) 683-1660

Jim Miles-Polka, P.E.  
Project Environmental Engineer  
Email: jim.milespolka@foth.com  
Phone: (515) 710-1925
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“Working with Foth is a positive experience. They enjoy their work, are very professional, and committed to our success. I appreciate their efficiency, commitment and expertise.”
— Scott Fichtner, Director, Blue Earth County Environmental Services, Mankato, Minnesota

Foth has the knowledge, experience, and commitment to help public solid waste agencies thrive in a competitive market.

HELPING YOU THRIVE
They last well beyond any project deadline; they thrive on trust. And your trust is exactly what Foth works so hard to earn.

Today and every day, Foth is delivering personalized, client-centered service that keeps your goals within sight and your interests at heart. Our consulting engineering, science and construction services firm provides technical solutions for public and private clients around the corner and around the globe. We delve deeply into all aspects of your project so that we can ask the right questions and find the right answers. We readily expand our capabilities to keep pace with your needs. And the dedication, care and hard work we put into our projects, we also invest in our relationships. In Foth, you’ll find a devoted “one-stop” engineering, science, and consulting partner whom you know you can trust.

Foth was founded in 1938 and quickly became a success. But the engineering and environmental consulting firm we know today truly began one weekend in 1992. It started with a simple question: what kind of company do we want to be? It ended with an “all-in” refocus on the one principle that has guided our firm from the very first: putting our clients’ success ahead of our own.

That Monday, old business cards were tossed out—and a reinvigorated Foth looked to the future with our clients’ needs placed firmly at the center of our purpose.
Today, Foth is thriving because we are dedicated to growing our clients and people with care. At least 85 percent of our business comes from repeat clients each year. Our financial strength, a client retention rate of 99.4 percent and an employee retention rate of 95 percent are all testaments to our client-first commitment. But the two assets that matter most—our clients and our people—never appear on our balance sheet.

Foth’s more than 650 employees, or members, deliver services in three main areas: Environmental, Infrastructure, and Production Solutions. And no matter which skilled, experienced Foth member you work with, you can always expect: a personalized approach; a consistent single point of contact supported by a team that serves as a seamless extension of your staff; and responsive service that acts on your priorities, urgency and needs.

Professional publications consistently rank Foth among the nation’s top professional services consulting firms. More importantly, our clients rank Foth highly, too.

Please visit www.foth.com for additional information.
Waste and Geotechnical Engineering Services

Foth has a highly-skilled and experienced group of engineers who are well-versed in the most recent policies and practices of geotechnical and waste engineering:

**Waste Engineering**
- Solid Waste Planning and Management
- Waste and Material Collection Analysis
- Hazardous Waste Management Systems
- Hazardous Waste and Sanitary Landfill Engineering
- Landfill Gas Collection System Design
- Landfill Gas Management and Recovery
- Landfill Liner Design and Evaluation
- Landfill Operation and Maintenance
- Recycling System Development
- Construction Quality Assurance
- Industrial Waste Management Planning
- Material Dewatering Design & Analysis
- Waste Rock and Tailings Storage Facilities
- Tailings Dam Design
- Financial Funding Mechanisms Analysis
- Liner and Cover Performance Evaluation
- Site Reclamation Design and Construction
- Environmental Assessments
- US Corps 404 Permitting

**Geotechnical**
- Geotechnical Evaluations
- Geosynthetics - Geotextiles, Geogrids, Geomembranes, Geocomposites Evaluation
- Non-metallic Aggregate Mining Analysis
- Site Grading and Development Plan Development
- Stabilization Studies of Mine Waste Dumps
- Slope Stability Analysis
Foth’s Strategic Objective Statement, which expresses our vision, is “We shall be recognized in our selected market niches, and by our members, as the best strategic consultants that provide Personalized, Client-Centered Service.”

From helping to develop a long-range strategic plan to reduce costs and improve your overall solid waste program, to assistance with bidding and contract development, to helping your organization switch from a manual to a fully automated collection system, Foth can skillfully guide you through the process.

Foth has focused our efforts on supporting and contributing to the success of public solid waste systems for almost two decades. Foth’s solid waste team pledges, “We shall deliver strategic consulting and engineering services to public solid waste clients facing market consolidation, competition, conflicting land uses and increasingly complex environmental and developmental regulations.”

The Foth Team supporting solid waste clients is focused on our public clients’ needs and on providing services that will help these public entities thrive in the solid waste market. Our commitment to the success of public solid waste systems allows our clients and Foth members to work as a cohesive team sharing the same goals, the same understanding of acceptable risk, and the same values.

Our philosophy is different than other engineering firms. We understand that good solutions generally involve more than good engineering. Innovative, cost effective, and beneficial solutions are often drawn from our understanding of the public solid waste business, as well as our expertise in solid waste engineering. Our goals are simple, to help our public clients thrive: provide fundamental services efficiently and cost effectively; participate in the market; seek technical innovations and excellence; develop sustainable funding sources; meet their customers’ needs; and provide creative high quality services.

Our record of success can be measured by the long-standing relationships Foth has developed with our public solid waste clients. We have provided valuable services to many of our clients for many years and strive to continuously improve our alignment with and delivery of service to our clients.
“Otter Tail County has utilized the services of Foth Infrastructure and Environmental for a variety of projects beginning in 1991. Projects have included landfill permitting and expansion, landfill closure (including construction design, bidding and documentation of both expansions and closures), preparation and submittal of annual reports, environmental review, permitting, design and construction documentation for the Fergus Falls Transfer Station. I have always appreciated the staff’s desire to completely understand our project goals, expectations, budget constraints and to communicate throughout the project how they will assure that our expectations will be attained. Staff are accessible, knowledgeable, and responsive.” - Mike Hanan, Director, Otter Tail County Solid Waste
## 3 | Public Solid Waste Experience & References

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Solid Waste Management Strategic Consulting

- Board retreats and strategic planning
- Community relations and communications
- Procurement assistance
- Operations efficiency analysis
- Benchmarking

Challenges to Public Solid Waste Agencies

- Competition
- Increasing efficiency requirements
- Changing regulations
- Demand for specialized services
- Budget constraints
- New approaches and technology
- Site neighbors
- Aging workforce/succession planning
- Changing political priorities

Maintaining financial stability and sustainability is critical to long term goals. In order to assist in financial planning, Foth develops a detailed financial analysis of the agency’s entire solid waste management system. The analysis provides separate cost and revenue breakdowns for each facility (e.g., landfill, recycling, HHW, collection, etc.). This analysis is an excellent tool for comparing strategies and allowing solid decisions. The life-cycle analysis can then be further developed into a tool for capital expenditure planning, pricing, and cash flow projections.

Public agencies are routinely challenged to achieve cost effectiveness and superior service over private operations. Foth provides benchmarking, a review of operational efficiency, and option comparison to monitor and improve your operations. Foth’s management consulting staff also works with agency boards at retreats and strategic planning sessions to work through policy and strategic issues, make key decisions, and set the course for the future.
Overview

The Peoria City-County Landfill No. 2 is designed to provide the City and County of Peoria, Illinois with a state-of-the-art solid waste disposal facility for the new millennium. This facility employs a bioreactor design concept designed to protect Peoria citizens and their environment from the risk of uncontrollable releases of potentially hazardous constituents. It is one of the first full-scale commercially operated landfill bioreactors planned and designed from the ground up. The results are significant cost savings to the landfill and added long term protection for the environment and area public health.

Specifics

The bioreactor recycles leachate in order to improve the anaerobic environment. This process minimizes the need for leachate treatment by a separate wastewater treatment plant. The system is fully integrated into the landfill operations and will operate throughout the operating period and at least thirty years after closure.

The leachate distribution system and gas collection system are designed to balance multiple requirements:

- Appropriate waste loading rates
- Uniform distribution
- Batch or continuous recirculation operation
- Allowance for a high degree of settlement
- Continuous landfill gas collection and disposal

The methane gas produced by enhanced decomposition is captured and used to power an on-site gas-to-electric facility. Enhanced decomposition allows more efficient use of the burial air space.

Solutions

An estimated 4.3 million tons of waste is placed in the 7.5 million cubic yards of usable space. This results in a lifetime financial benefit to the landfill of nearly $12 million which helps fund city and county recycling and solid waste management.

The unreclaimed strip mine site contained many depressions and an end cut lake which were defined as wetlands. A wetland mitigation project was designed to construct 8.5 acres of wetland at the landfill site. The hydrogeologic characterization and groundwater containment transport modeling addresses the unique features resulting from the site’s coal mining history.
Long-Term Value

- Landfill, compost, and gas-to-energy facilities are self-supporting, have positive cash flow
- Positive City and County cooperation
- Public partnership balances multiple interests

Foth has provided the Joint City-County of Peoria Solid Waste Disposal Committee continued service for more than 30 years. The following services have been provided in addition to the Landfill No. 2 project:

- ADP wetland dam inspection
- Master site planning
- Operational guidance
- Procurement assistance
- Non-hazardous waste stream reviews
- Landfill gate audits
- Contract development
- Facilitation of policy option analyses
- Budget assistance
- Landfill planning
- Expert witness
Landfill Engineering and Planning

Waste Commission of Scott County, Davenport, Iowa

Foth has worked for the Waste Commission of Scott County (Commission) since 1995. Foth provides:

- landfill engineering
- planning, permitting
- life cycle cost analysis
- landfill gas system designs
- leachate recirculation system designs
- air permits
- design of household hazardous waste and electronic waste demanufacturing facilities
- C&D waste recycling
- collection systems efficiency for Davenport and Bettendorf
- landfill gas collection/beneficial use program

Annually, Foth and the Commission hold a one-day planning retreat to map projects and tasks for the next calendar year. This planning process helps the Commission and Foth prioritize projects, develop milestone schedules, identify conflicts with multiple projects, recognize risks, and develop mitigation measures.

Life-Cycle Analysis

During the landfill siting process in the early 1990s, the Commission began using a detailed life-cycle analysis that addressed cell construction schedules, costs, and minimum landfill tipping fee needs. Foth works with the Commission periodically to update the original life-cycle analysis to reflect changes in Commission activities and economic conditions. The life-cycle analysis structure presents a historic summary for use in setting budgets for each “cost center” (landfill, MRF, and HHW); forecasts airspace utilization and cell development needs; and accommodates inquiries about the potential effects of waste acceptance and pricing decisions on airspace utilization and cash flow.

Landfill Planning and Permitting

Foth designed the current Commission landfill in the mid-1990s with a life of approximately 20 years. In 2003 the Commission asked Foth to assist with the development and permitting of new landfill cells and airspace beyond 2014. Foth worked closely with the existing Commission staff to identify critical criteria for the planning and permitting of landfill cells to be located on the existing site. The master plan permitted in 2004 provided approximately 40 years of additional landfill airspace and is located directly adjacent to the existing Scott Area Landfill. This permitted development provided the Commission with the ability to develop additional landfill cells once the existing active landfill reached its planned fill volume.

In 2010, the Commission requested that Foth assist with the development and permitting of a vertical expansion of the existing Scott Area Landfill. The permit for this development in 2012 allows the Commission to continue filling in the existing Scott Area Landfill for an additional three (3) years, postponing development of new cells without an appreciable capital investment. As part of this vertical development process, Foth worked with the Commission to develop a plan for development of educational features at the landfill site and identify vegetative landfill cover selections to provide for a varied texture and color of the closed landfill.
Leachate Recirculation

Foth worked for the Commission to permit, install and provide operational support to leachate recirculation projects at the Scott Area landfill. Foth’s approach to leachate recirculation is,

- First, Foth understands the needs of the Commission by determining the reasons to recirculate leachate.
- Next, Foth understands the hydraulics of the landfill.
- Foth also understands the waste capacity to accept leachate.

LFG Collection and Control System Design and Construction

The Commission hired Foth to develop the designs for the active landfill gas collection system that would also integrate the existing landfill gas collection system and not inhibit the leachate recirculation system. Additionally, Foth was given the task of selecting a vendor to provide a flare, controls, and dryer package. The collected landfill gas is being piped to a mill and kiln south of the landfill. Thus the system has to dry the landfill gas and be able to flare excess landfill gas. Foth also was required to obtain construction and operations air permits for the Commission. Recently, Foth was tasked with expanding the landfill gas system by adding new wells and decommissioning one well.

Foth provided engineering, construction administration, and air permitting services for the expansion.

Foth was selected to provide ongoing planning, design and construction administration services in order to assist the Commission in accomplishing their planned improvements over a number of years.
Sunnyview Landfill Engineering Services

Winnebago County, Wisconsin

Background

The Winnebago County Solid Waste Management Board (WCSWMB) owns and operates the 72-acre Sunnyview Landfill. The Sunnyview Landfill has been in operation since 1989 and has served as the regional landfill for Brown, Outagamie and Winnebago Counties since 2005.

Foth has provided engineering services to WCSWMB since 1989, including design and construction documentation services. In 2009, Foth assisted WCSWMB in preparing a Wisconsin DNR (WDNR) approved Plan Modification implementing a leachate recirculation system.

Foth used its experience and expertise in landfill operation and leachate recirculation and worked with WCSWMB and WDNR to design a leachate recirculation system that met state requirements.

Challenges

- Obtaining WDNR approval for a leachate recirculation system meeting strict design requirements in a timely manner.
- Developing a leachate recirculation system for use on an active landfill in working areas that are changing daily.
- Developing a way to control increased gas and odor production caused by leachate recirculation through the active waste.

Benefits

- Foth’s approved plan used leachate distribution through surface application and horizontal trenching to meet setback requirements established by WDNR.
- Foth’s approach allowed WCSWMB to recirculate leachate in the landfill without disrupting day-to-day filling operations. Options for leachate recirculation techniques were brought forth to maximize effectiveness of the system, without compromising existing operating conditions.
- The leachate recirculation trenches were strategically located in areas where existing horizontal gas extraction wells would provide the necessary gas collection capacity to control the increase in gas production. Operating procedures followed by landfill operators also helped control gas and odor problems.
Groundwater Impact Assessment and Control Measure Study

Cedar Rapids/Linn County Solid Waste Agency

A full scale solar powered system was installed at several wells and has been effective at maintaining lower liquid levels in the wells, even at variable pumping rates.

Background

Foth Infrastructure & Environment, LLC was retained by the Cedar Rapids/Linn County Solid Waste Agency to conduct an investigation and provide a report summarizing the groundwater quality impacts at the Site No. 2 Landfill.

The driver for the project was triggering Assessment of Corrective Measures due to elevated levels of cobalt and benzene in groundwater monitoring wells surrounding a closed unlined landfill. The initial phase of the project consisted of a site-specific sampling program to determine whether groundwater impacts are attributable to landfill gas migration, leachate releases, or both. The second phase involved field testing of the preferred remedial alternative to determine if the remedy would be effective in reducing and controlling the source of contaminants prior to full scale implementation.

Challenges

Foth developed a site-specific sampling program to determine the source of the groundwater impacts surrounding the closed unlined landfill.

The objectives of the second phase were to determine:

- Whether or not leachate levels in the gas collection wells could be lowered,
- Whether or not extraction could be maintained at low pumping rates, and
- What impact this reduction had on groundwater concentrations.

Benefits

The data from this sampling program is being used by the Agency to more effectively evaluate remedial alternatives in the ACM. Based on the results of the pilot test, a full scale solar powered system was installed at several wells and has been effective at maintaining lower liquid levels in the wells. Preliminary data from before and after the full scale implementation have indicated a reduction in groundwater contaminants surrounding the closed landfill. In addition, the lowering of liquid levels in the gas collection wells has had the added benefit of increasing gas production rates.
Since 1991, Foth has been working with Winnebago County in development, operation, and maintenance of their landfill gas system including more than 175 gas extraction wells at the two sites, a 1.5 mile long pipeline/compressor system, and five engine-generators with a capacity exceeding 5 megawatts.

The most recent project involved the installation of a new landfill gas compressor and conditioning system that increased the system capacity from 1,500 scfm to 3,000 scfm.

**Challenges**

- Replace the existing system with the new system in the same building, while minimizing down-time.
- Allow for a wide range of landfill gas flows and pressures depending on the number of engines running.
- Provide a system that automatically sends excess landfill gas to the existing flare system.
- Provide for landfill gas flow and quality measurement at multiple locations in compliance with Greenhouse Gas requirements with minimized operating costs.

**Benefits**

- The County can adjust the pipeline pressure depending on their needs and the compressor will automatically adjust to the requested pressure. This saves the County significant dollars when operating the system.
- The system is designed to burn any excess gas not utilized by the engine-generators using the existing flare.
- Foth assisted the County with design of a new landfill gas flow and analyzer system using a gas chromatograph and flow metering systems at critical locations to account for all gas flows. This system provides accurate measurement of landfill gas and allows for simple operation and calibration.

Foth is proud to be part of the Winnebago County team that continues to be a leader in Wisconsin in public solid waste management, and effectively and efficiently uses landfill gas for energy production.
MPCA Landfill Closure & Post-Closure

Background
The Minnesota Pollution Control Agency (MPCA) Closed Landfill Program administers the closure and post-closure care for landfills in Minnesota. For 15 years, Foth provided the MPCA Closed Landfill Program with creative solutions that were cost sensitive for difficult landfill closure. Foth’s designs have included landfill mining to reduce landfill area, active and passive landfill gas collection systems, surface water controls sensitive to adjacent wetlands, composite caps and construction management services.

Post-closure care operations and maintenance services were also provided by Foth to the Closed Landfill Program. Services included active gas system operation and maintenance, environmental monitoring and landfill cap maintenance.

Benefits
Through Foth’s expertise and experience with landfills, the MPCA received cost-effective, innovative solutions to closing complex landfill sites in Minnesota. With Foth’s experience in post-closure care, the Program received expert post-closure care services that were sensitive to using public funds wisely.

MPCA Closed Landfills for which Foth has provided services include:
- Anderson
- Dakhue
- East Mesabi/McKinley
- Fifty Lakes
- Flying Cloud
- Hopkins
- Kluver
- Leech Lake
- Louisville
- Paynesville
- Sibley
- Stevens
- Sun Prairie
- Tellijohn
- Wadena
- Waseca
- Waseca
- Waconwan
- Woodlake

Gas flare - Louisville Landfill
Landfill Air Permitting

Title V

Foth’s expertise in landfill operations, landfill gas systems and air permitting in the Midwest allows Foth to develop air permit applications that meet the operational challenges of landfills. Foth has in-depth expertise in the New Source Performance Standards (NSPS), the National Emission Standards for Hazardous Pollutants (NESHAPs), and the National Emission Standards for Hazardous Air Pollution for Reciprocating Internal Combustion Engines (RICE), and how these complex regulations impact landfills, landfill gas systems, flares and engines. Foth provides this support in Iowa, Minnesota, Wisconsin and Illinois, to ensure state-specific permitting and compliance activities are completed to each state’s standards.

Foth also provides air permit consulting to landfills to ensure compliance with the complex air rules and Title V permitting. Foth provides landfill gas:

- System operations services
- Surface emission scans for NSPS compliance
- Landfill gas well field balancing to optimize performance
- Landfill gas engine operations
- Landfill gas flare operations
- Permit compliance reporting, including annual compliance certification reporting, Title V emissions inventory reporting and fee payment calculations

Greenhouse Gases

In addition to Title V permitting and compliance services, Foth also provides greenhouse gas services for landfills. Greenhouse gas (GHG) rules are federal rules that require annual reporting of GHG emissions from landfills. The GHG rules impact many landfills and Foth is a leader in the Midwest for GHG reporting. Foth’s expertise includes e-GGRT database entry, GHG consulting and GHG testing of engines and flares for compliance.

Complex Air Permitting

Air permitting of LFG engines can be complex due to the formation of formaldehyde in the exhaust. Formaldehyde is a regulated air pollutant that forms when incomplete combustion of landfill gas occurs in the engine. When formaldehyde emissions exceed the air permitting threshold, best available control technology (BACT) is required to bring the emissions into compliance. Foth leads a group of landfill owners and operators to develop BACT standards for formaldehyde emissions from landfill gas engines.

The group originally addressed BACT for landfill gas engines in Wisconsin. But this groundbreaking work has application nationwide and sets a standard for LFG engines. Foth’s expertise and in-depth knowledge of landfill gas systems and engines was critical in developing a practical BACT for landfill gas driven engines.
Blue Earth County Ponderosa Landfill

Foth has specific experience related to “legacy” groundwater contamination issues at landfills. The closed Ponderosa Landfill formerly was a gravel quarry, which was subsequently used as an unlined landfill, and capped. Over time, existing groundwater wells and new groundwater wells in the vicinity of the old landfill began to exhibit increasing concentrations of VOCs, some of which exceeded the groundwater standard. A corrective action evaluation was conducted in response to this observation. The evaluation included a plume stability analysis to determine the fate and transport of the contaminants.

A plume stability analysis starts with a three-dimensional conceptual site model (CSM) developed through geostatistical interpolation methods. Modeling three-dimensional plume characteristics over time verifies whether the plume is expanding laterally, vertically or migrating down-gradient, and promotes a greater understanding of site conditions. The United States Environmental Protection Agency (USEPA, 2011) has presented guidance on the development and use of three-dimensional CSMs and their advantages, particularly for focusing on more meaningful and effective communication with stakeholders and renewing emphasis on high quality site characterization.

The primary constituent of concern was tetrachloroethene (PCE). A statistical trend evaluation of the plume stability indicated the plume is stationary and concentrations are decreasing. This analysis assists regulators with corrective action decisions and limits future corrective measures.
Foth has provided strategic planning services to the South Central Iowa Solid Waste Agency (Agency) since 2005.

**Strategic Business Planning**

Foth worked with the Agency’s Executive Board and representatives of each member county:

- Identify existing or potential challenges including that two companies control 30% of the waste stream.
- Predict long-term capital and operating costs for the total integrated solid waste system.

**Landfill Site Master Planning**

Numerous challenges existed relative to effectively developing a master plan for the Agency’s site including:

- The Agency’s site is located at an inactive coal mine site with numerous mine spoil piles over the site that are highly erodible and aesthetically unpleasing.
- The active landfill with a clay/shale liner.
- Leachate collection system with minimal storage and limited management options.
- Stormwater management challenges associated with borrow areas and existing mine spoil piles.
- Lack of identified clay soils to further develop the landfill.

Through the master planning process short and long term strategies were implemented to achieve the Agency goals:

- Meet the short term landfill capacity challenge: The Agency needed a permitted landfill cell ready for filling within the accelerated schedule resulting from the IDNR’s permit restrictions for the existing landfill. Foth developed a short term landfill development plan with the new composite lined cell being constructed and available for filling within the accelerated schedule.
- Maintain long term landfill airspace: through the master planning process the long term life of the landfill at this site was actually increased.
- Leachate management options: Through a sequenced leachate management plan developed by Foth, the Agency met their short term needs for additional leachate storage and has now implemented leachate recirculation into their operations in the new cell to reduce their cost for leachate management.
- Innovative alternatives: In 2012 the Agency and Foth permitted and had a new landfill cell constructed over waste placed in the clay/shale lined cell.
Landfill Redevelopment Plan

La Crosse County, Wisconsin

Background

La Crosse County owns a 350 acre property that contained closed landfills and two active landfills. Foth was retained to evaluate the best manner to continue use of the property as a solid waste disposal site and minimize county solid waste management costs.

Foth proposed an options evaluation to determine possible ways La Crosse could address their needs. We developed a reclamation plan to redevelop the closed municipal landfill and the adjacent active municipal waste landfill into one larger landfill. This would be built above the active landfill and over the closed landfill, after removing the waste and installing a state-of-the-art liner.

Services

- Conducted alternatives evaluation that analyzed economic, technical and permitting issues and selected the landfill redevelopment alternative
- Provided ongoing groundwater investigation, engineering design, and permitting services to implement redevelopment plan
- Provided public informational services including meetings, newsletters, press releases and graphics to support redevelopment plan efforts

Benefits

- Implementing redevelopment addressed groundwater impacts from the closed landfill
- Redeveloping the closed landfill area extends the possible use of the property as a disposal site for up to 50 years
- Existing infrastructure for solid waste management was used, and developing another property into a landfill was avoided
Foth has an ongoing contract with the Linn County Solid Waste Agency to provide Geospatial Services for their active and closed landfills. The data is utilized for volumetric calculations along with a baseline map for engineering related projects on the sites. The active landfill site is a very dynamic relief throughout the 640 acres of property. The closed landfill site was recently re-opened due to the historic flood of 2008 in Cedar Rapids and contains approximately 95 acres.

**Services Provided**
- Acquisition of orthoimagery
- Compilation of geospatial data & metadata
- LiDAR point cloud classification
- Processing & creation of derivative data products
- Breakline generation
- Data quality assurance & quality control
- Integrating new data with existing datasets

**Deliverables**
- Planimetrics
- Photogrammetrically extracted features
- Aerial imagery
**Litigation Support Services**

**If it matters to your client, it matters to us.**
Our record of successful settlements and court decisions demonstrates our effectiveness in resolving what “matters” to your clients. We have been providing exceptional litigation support, quality expert reports and decisive testimony for over twenty years.

Our approach is designed to focus on the relevant issues, quickly filter out the irrelevant materials and information, and develop well-crafted opinions with sound, defensible, supporting evidence. Our opinions can be further supported with statistical analysis, various types of modeling and graphics which clearly illustrate the points being made. We have the technology to work with your electronic case management software and file management systems. We will be a seamless member of your trial team.

**Testimony and Expert Services**
- Cost allocation and recovery
- NCP consistency
- NCP compliance and cost analysis
- Toxic tort defense
- Insurance/reinsurance recovery
- Forensic history analysis
- Standard of care evaluation
- Natural resource damages defense
- Remedy evaluation and critique
- Chemical fate and transport evaluation

- Data analysis and statistical interpretation
- Environmental forensics analysis
- Chemical fingerprinting (where appropriate)
- Aerial photography analysis and interpretation
- Source identification
- PRP identification
- Evaluation of “divisibility of harm”
- Modeling of various types
- Development of graphics and trial exhibits
- Creation of chronologies

**Consulting Expert Services**
- Technical strategy assistance
- Identification of experts
- Tailored preparation of information to experts
- Assistance with expert coordination
- Expert report review and coordination
- Assistance with questions for opposing experts
- Assistance with preparing experts for deposition
- Development of trial exhibits
- Collection of supplemental data
- Data evaluation
- Modeling support
- Development of graphics and animation

We also provide consulting expert support. These serves include technical strategy development, identification of relevant experts, assistance with consistency of reports and coverage of pertinent topics, preparation of experts for testimony, development of questions for opposing experts, development of exhibits and other technical support for the trial team.
Our Commitment

Foth is committed to the delivery of excellence on every project, product and service. Foth’s approach to quality assurance and quality control is to assign a technology coordinator to every project to develop a project specific quality assurance and quality control plan for the project and ensure that the quality objectives are met for each product produced for the project. Although quality assurance and quality control operations on a project are typically invisible to the client, Foth’s culture of excellence requires rigorous quality management on projects.

Quality Assurance

Quality assurance is built into the process of developing products to ensure the correct processes are followed to develop the product. At Foth, quality assurance is provided by Foth’s development and use of standard work. Standard work at Foth takes many forms including industry specifications, computer programs, textbooks, handbooks and guides that are common in the industry. Foth also has developed standard work items called Standard Operating Procedures (SOPs). These SOPs have been developed by Foth for critical tasks and outputs where industry standards or other guides are not available. Using standard work allows Foth to “build in” quality assurance from the start of the project.

Quality Control

Quality control at Foth is conducted through peer reviews of documents, calculations, drawings, specifications and other deliverables. The reviewer is typically another specialist that has similar knowledge and experience as the author and can provide critical review and feedback to the team.

Our Goal

Foth’s quality goal is to provide excellence on every project. This means providing clients with what they requested with zero defects. Through Foth’s rigorous quality assurance and control programs, excellence can be delivered for each project.
### References

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<thead>
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<th>Organization Name</th>
<th>Address</th>
<th>City, State, Zip</th>
<th>Contact Person</th>
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<tr>
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</table>
James E. Miles-Polka, P.E.

Jim has been involved in planning, permitting, and project management for landfills, solid waste facilities (transfer stations, recycling facilities, household hazardous waste collection facilities), wastewater treatment plants, water treatment plants, and municipal buildings. Jim also is skilled in construction administration and evaluations of existing facilities. Jim’s experience includes solid waste system planning for program/facility development and evaluations of existing programs/facilities, including landfills, composting, construction and demolition recovery/recycling, material recycling facilities, public education, household hazardous waste, and solid waste/recyclables processing. Jim is Foth’s Public Professional Services Market Leader.

Curtis L. Hartog, P.E.

Curt provides technical leadership for geotechnical and solid waste engineering projects throughout the Midwest. Curt’s experience includes landfill design, solid waste systems analysis, geotechnical analysis and design, landfill construction, leachate recirculation and bioreactor design, landfill gas system design, air and solid waste permitting, and greenhouse gas compliance. Curt has more than 20 years of experience in management, engineering and operations in the solid waste field.

Joshua C. Gabehart, P.E.

Josh Gabehart has both operational and engineering experience in wastewater projects. He has provided project management and performed technical work. Josh has developed and managed budgets, has supervised consultants and contractors, and is skilled at relating with both industries and governmental bodies.
Matthew Stroub

Matt is an environmental technician with considerable experience in groundwater and landfill gas monitoring. Matt operates, balances and maintains gas collection control systems and flares, and monitors and operates landfill leachate management systems, including recirculation and off-site disposal. He also has experience with construction quality assurance at landfills for liner, final cover, leachate and gas control systems, construction observation and contract administration for municipal drainage repair programs, and has conducted dry weather screening for the City of Peoria’s MS4 NPDES permit.

Mark Williams

Mark is a Geologist and Senior Field Technician for many Foth environmental projects including Phase I, II and III environmental site assessments, brownfields, landfills, voluntary cleanup projects, environmental audits, and leaking underground storage tank sites. He is familiar with the relevant regulations governing these projects, including the Comprehensive Environmental Response and Recovery Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), voluntary clean-ups (Illinois’ Site Remediation Program), risk based clean ups (Illinois’ Tiered Approach to Corrective Actions TAC), the Clean Air Act and landfill regulations (USEPA 40 CFR 258, Subtitle D, and Illinois 35 IAC807-817).

Daniel Bacehowski, C.G.P.

Dan has 12 years of technical and management experience in the environmental field. His experience includes project management and planning, business development, task management, subsurface field investigations, public/private solid waste compliance operation, maintenance and design of remediation systems, hazardous building material surveys and abatement design, regulatory reporting, and emergency preparedness development.
Christopher A. Anderson, P.E.

Chris has 19 years of experience as an environmental engineer working in the solid waste industry. He has extensive experience in landfill and transfer station permitting, design and operations with a focus on LFG and project management. Chris’ related experience includes work on LFG collection system design, operation and maintenance, LFG migration control, solid waste and air permitting, air modeling, and risk assessment. His work on municipal solid waste planning projects provides him with insight into the challenges facing public sector solid waste facilities.

Brian K. Harthun, P.E.

Brian Harthun specializes in the solid waste field including landfill gas collection and control systems, landfill cell design, closure plans, management plans, and leachate control plans. He has also provided consulting services for various civil engineering projects including site developments, storm water runoff/erosion control plans, U.S. Corps 404 permitting, water main projects, and environmental compliance.

Michael J. Bryant, P.E., S.E.

Michael Bryant has 27 years of experience in structural engineering, with expertise in bridges, buildings, foundations, and dams for local, state and county agencies. He has served as a project manager and senior design engineer for dam and spillway improvements to alleviate flooding conditions, achieve compliance, and improve stability.
**Warren A. Shuros**

Warren has worked extensively with public officials helping with strategic planning and management of their solid waste programs. His involvement has ranged from strategic policy development and preliminary planning and feasibility analyses, through facility design and development, permitting, construction operations, and monitoring/trouble-shooting. Warren is experienced with technologies that include all aspects of an integrated solid waste management system. He has worked successfully with small rural, large metropolitan agencies, and state agencies.

**Daniel F. Krivit**

Dan has more than 33 years of experience in environmental protection and resource conservation, particularly in the disciplines of solid waste management planning, recycling, composting, and waste reduction. He has provided consulting services to private recycling companies, end-user industries, municipalities, counties, and states. Over the past decade, Dan has developed a national reputation as a shingle recycling expert. He has additional expertise in market development of specific commodities, composting technologies and waste reduction strategies.

**Martin R. Sturzl, P.E.**

Marty has over 20 years of experience as a project manager and an environmental engineer with extensive experience in landfill design, mining, construction, and quality control. His landfill project experience includes landfill design, cover installation, gas system construction, waste relocation, plan of operations, plan modifications, and ash disposal facility design and construction. He has also prepared landfill feasibility reports and a variety of construction observation reports. His mining experience includes preparation of long-term mine plans and reclamation planning.
Bruce Rehwaldt, P.E., LEED AP
Bruce has nearly 30 years of experience as a client/regulator liaison, project manager, design engineer, planner, and construction manager for permitting, design, and construction of solid waste, brownfields redevelopment, remediation, and animal agriculture projects. He is also skilled in stormwater pollution prevention planning (SWPPP), spill prevention control and countermeasure (SPCC) planning, erosion and sediment control, and environmental review. Bruce applies his technical expertise to the implementation of cost-effective, common sense solutions to difficult problems.

Jessica M. Graveen, E.I.T.
Jessie is an environmental engineer with field and office experience in landfill compliance reporting, including permit reports/applications and construction documentation reports; the landfill construction process from start to completion [preparation of project manual, coordination of bidding process, project administration, construction quality assurance (CQA) monitoring and documentation]. She is also experienced in landfill stormwater management practices, landfill gas monitoring, landfill life cycle financial analysis, state-wide survey studies on waste management practices, waste composition analysis, greenhouse gas (GHG) emissions and carbon footprint analyses.

Christian K. Vermeer
Chris is an environmental project designer with experience in landfill construction documentation, landfill site design, drafting, earthwork computations, development of engineering cross-sections, survey, construction staking, and GIS (Geographic Information Systems) using various software.
5

Strategy to Meet Your Needs
Foth’s strategy is to continue to provide the City and County of Peoria with excellent solid waste management services that meet your specific needs. We will do this through our core Peoria members and supplement the Peoria office with our other experts in solid waste services. Foth’s team of experts shown in Section 4 provides solid waste services to many public agencies across the Midwest.

We continue to retain the expertise of Pat Sloan to access the historical knowledge of the facility and to retain the information on the landfill that Pat has gained over the many years of providing service to the City-County Landfill staff. Pat has committed to supporting our Peoria solid waste team through 2014.

The landfill’s immediate needs for landfill gas and groundwater compliance will be met with the current staff in the Peoria office. The team in the local office has considerable knowledge and skills to provide excellence in the management, long-term forecasting, regulatory compliance and special waste acceptance. Additionally, Foth experts can continue to provide strategic consulting on the various challenges facing the landfill operations and the change in contract operator for the landfill.

Foth’s unmatched expertise in solid waste services will provide Peoria City and County with excellent solid waste services now and into the future.
For 2014, Foth’s work plan summary includes:

- **Operational Support** — Josh, Pat, Matt and Mark will continue to support Peoria City/County with operational support services including special waste reviews, permitting and observation of contractors, budget assistance and attending meetings to inform the board on landfill activities. Pat continues to provide institutional knowledge of the facility.

- **Groundwater Assessments** — Mark and Matt will continue providing groundwater assessment services to the landfill and associated compliance documentation and communication with the Illinois EPA. Dan will provide technical quality review on compliance submittals and regulatory correspondence.

- **Leachate and LFG Operations** — Josh and Matt will continue to provide excellence in the operation and management of the landfill gas and leachate/condensate system at Landfill No. 1. For 2014, Foth also anticipates continued improvements will be designed and constructed to enhance the current LFG and leachate management system. Curt will continue supporting the Peoria members through his Technical Director role, as he has on past construction projects.

- **Offsite Liquids Disposal** — Foth will continue to provide coordination for liquids disposal for Landfill No. 1, reducing leachate levels in the landfill to increase gas collection efficiency.

- **Continued Support for Landfill #3** — Josh, Pat, and the Foth team will continue dedicated support to the Peoria City/County Landfill Committee and provide technical reviews of submittals, applications and other issues brought before the Committee. The Committee’s best interests are in Foth’s best interest.
In Closing
The Foth Team truly enjoys the work we do for the City and County of Peoria Solid Waste Disposal Committee. But the benefits of working with the Foth Team go beyond our past relationship and our technical knowledge.

**Why Choose Foth?**

**Commitment** – We’ve made a commitment to working with public solid waste entities, like yours. And we’re committed to your success. This means we put your goals and success ahead of our own. Our commitment to the success of public solid waste systems allows our clients and Foth members to work as an effective, cohesive team.

**Values** – Our team shares your values. The work that we do at Foth is guided by core values including integrity, respect, and accountability. Our goal for every client, project, and interaction is to follow these values. We will do the right thing, treat everyone the way we want to be treated, and meet our commitments. You can count on us.

**Listening** – Your needs are critically important. The Foth Team is committed to listening and hearing your issues, ideas, vision, and needs. We will not dictate or force pre-conceived notions or solutions on your project. Our goal is to work with the County as a cohesive team.

**Local Presence, National Knowledge** – You’ll continue to have access to local Foth Team members and our network of solid waste experts with experience throughout the Midwest and nationally. Your access to the right resource will be managed in an efficient and effective manner to meet your specific needs.
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Joshua Gabehart, P.E. Foth

AGENDA DATE REQUESTED: November 20, 2013

ACTION REQUESTED: Approval of Foth Infrastructure & Environment 2014 Engineering Services Agreement

BACKGROUND: The attached Agreement for Professional Services is the proposed agreement from Foth for continued engineering services in 2014. The proposed agreement is a reduction of $45,000 (15%) from compensation included in the 2013 Agreement for Professional Services.

The proposed 2014 agreement is budgeted for 3000 hours of labor. In 2012, Foth provided just over 3600 hours in all tasks related to the Landfill Committee. It is projected that in 2013, Foth will provide approximately 3000 hours supporting the Landfill Committee, a reduction of over 15%, while effectively meeting the Landfill Committee needs.

Costs for Foth services continue to be reduced as improvements to Landfill #1 have been made. There are several factors for the reduction in estimated compensation for 2014.

The most significant factor is the construction of leachate and gas system improvements planned to be implemented in 2014. These gas collection and control system (GCCS) improvements will automate pumping and allow more leachate and landfill gas to be collected from the Southeast portion of Landfill #1. With the ability to decrease leachate levels in this area, we believe gas collection will increase and gas migration will decrease. Decreased gas migration will decrease detections at monitoring point GMD2, resulting in decreased assessment monitoring.

Additionally, pump automation and leachate collection system improvements should result in decreased labor hours required for operating the Landfill #1 system. Foth’s opinion of anticipated capital improvement costs for the GCCS is $200,000. This capital cost is included in the Landfill Committee’s proposed FY2014 budget, separate from Foth’s budget for services.

Additional factors resulting in a reduction in the proposed budget for services include reduced average labor rates and changes in the Foth team providing the services. In order to ensure a smooth transition of service to the Committee Foth has retained Pat Sloan on the Foth team for 2014. While Foth and the Committee will have access to Pat Sloan’s experience at the site, his total number of hours will be reduced in 2014 from previous years. Also Pat Sloan’s role as a consultant to the team results in a lower labor rate for his services than used in previous years.

Please note that 2014 includes an estimated $30,000 in compensation for services associated with the design, inspection and administration of the latest leachate and gas system improvements.

This proposed agreement for services is based on conditions that are currently known to exist. In addition to the additional services outlined in the agreement, should other situations arise, such as abnormal rainfall, unanticipated equipment issues, unusual groundwater challenges or other unusual circumstances, then increased effort may be required. Foth will not proceed with additional services without prior authorization from the Committee.
FINANCIAL IMPACT: The services and cost estimates included in the agreement are in accordance with the proposed 2014 Committee budget that was presented to the Committee during the October Board meeting.
AGREEMENT FOR PROFESSIONAL SERVICES
(BETWEEN OWNER AND ENGINEER)

THIS IS AN AGREEMENT made as of October 28, 2013, between:

The Joint City of Peoria – County of Peoria Solid Waste Disposal Facility Board

hereinafter referred to as "OWNER" and Foth Infrastructure & Environment, LLC, a Wisconsin corporation with its principal place of business in Green Bay, Wisconsin, hereinafter referred to as "ENGINEER."

WHEREAS the OWNER intends to utilize the ENGINEER’s services for oversight and maintenance of Landfill No. 1 and oversight for the OWNER’s Contractors at the facility, including those for Landfill No. 2, the Compost Facility, the Expansion Facility and Future Contractors, hereinafter referred to as "PROJECT," and

WHEREAS the ENGINEER has the necessary personnel and facilities to provide the professional services described and,

WHEREAS the ENGINEER desires to contract with the OWNER, for the purpose of rendering professional services for the PROJECT.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, subject to the terms and conditions set forth below, on the reverse side, and/or attached hereof, the OWNER and the ENGINEER do hereby covenant and agree as follows:

PART I - SERVICES

1.1 The ENGINEER agrees to provide routine services for the PROJECT, such as, attending monthly meetings, special waste reviews, non-special waste reviews, random special waste gate audits, permitting/review/assistance, budget assistance, contingency planning, groundwater data review & assessments, Illinois EPA annual reports, leachate collection system operation/maintenance, landfill gas and Clean Air Act/Greenhouse Gas consultation. The scope of work for basic services is:

1. Services for Ongoing Operations
   a. Provide engineering services as an extension of City and County Staff, including,
      i. Attend Committee Meetings of the Joint City of Peoria – County of Peoria Solid Waste Disposal Facility Board, commonly called, “Committee”;
      ii. Attend Staff Meetings, when requested;
      iii. Provide guidance and recommendations to the Committee through written memoranda;
      iv. Respond to tasks and requests as requested by the Committee and Staff.
   b. Review special waste applications forwarded by the Contract Operator, resolve questions, document and provide written recommendations to the Committee.
   c. Assist Staff in preparation and evaluation of the budget.
   d. Conduct periodic inspections/observation of the Contractors and verify compliance with laws and regulations.
   e. Review permit applications and reports prepared by the Contractors, resolve issues with the Contractors and provide recommendations to the Committee with regard to the OWNER’s signature.
   f. Conduct periodic audits of the gate operations as they pertain to the receipt of special waste streams. Coordinate frequency of audits with the OWNER’s schedule and need for information.
   g. Conduct Construction Quality Assurance (CQA) for Contractor’s repairs on Landfill No. 1.
h. Maintain records and submit required documentation and reports to USEPA, Illinois Department of Natural Resources, and IEPA (Division of Air and Bureau of Land) as required by each program/permit. The other landfill Contractors are responsible for some items. Those that the ENGINEER completes for the Committee are summarized below:

i. Clean Air Act Permit Program (CAAPP) Semi-Annual Startup, Shutdown and Malfunction Plan (SSMP) Report, (Jul-Dec) due annually on February 1, (Jan-Jun) due annually on August 1.

ii. CAAPP Semi-Annual New Source Performance Standard (NSPS) Report, (Jul-Dec) due annually on February 1, (Jan-Jun) due annually on August 1.

iii. CAAPP Semi-Annual Air Monitoring Report, (Jul-Dec) due annually on March 1, (Jan-June) due annually on September 1.

iv. CAAPP Annual Compliance Certification, due annually on May 1.

v. CAAPP Annual Air Emission Report, due annually on May 1.

vi. Airspace Analysis Evaluation per WMI Contract, due annually in August.

vii. Boundary Monument Inspections, due annually in October.


ix. Dam Owners Maintenance Certification, due annually on December 1.

x. Five Year Dam Inspection, due next in December 2018.


xii. Five Year Permit Renewal (90-days prior to exp. date 1 Sept 16), due next on June 1, 2016.

2. Services for Expansion, Other Property and Legal

a. Review local, state and federal permit applications by the Expansion Operator; work to resolve issues with the Contractors and provide recommendations to the Committee with regard to the OWNER’s signature.

b. Investigate issues on the Committee’s property, provide recommendations and assist in management of mitigation plans (Property North and South of Cottonwood Road).

c. Provide assistance to the legal staff (County or Outside Counsel) as requested.

3. Groundwater Assessments

a. Review groundwater monitoring data provided by Contractors.

b. Determine whether increases have occurred per permit conditions and standards.

c. Request Contractors to undertake confirmation procedures, when required.

d. Conduct groundwater assessments and design corrective actions, when required.

4. Operation of Leachate and Landfill Gas Systems

a. Operate and maintain the 90 acre leachate collection system, consisting of vertical extraction wells and a drainage system in compliance with the regulations.

b. Operate and maintain the 90 acre Gas Collection and Control System, consisting of 70 wells, and the Utility Flare Disposal System in compliance with the regulations.

c. Conduct and document monitoring data for the leachate and gas systems.

5. Leachate and Gas Replacement Materials

a. Provide and install materials and equipment required for the operation of the leachate and gas systems, including pumps, piping, fittings, motors, and solar systems.

6. Gas Collection and Control System (GCCS) Rehabilitation

a. Evaluate problems in the GCCS system, including water-logged pipes, vacuum leaks, blockages and improper condensate management.
b. Design and obtain IEPA permit modifications (construction permits) to accomplish the improvements.
c. Prepare the bidding documents and provide contract administration, working with the City Procurement Office.
d. Conduct CQA services for the improvements.
e. Prepare and submit CQA Acceptance Reports (operating permits).

7. Leachate Extraction Improvements
   a. Evaluate problems in the leachate management system, including excess leachate head on the landfill liner, perched and mounded leachate and leachate seeps.
b. Design and obtain IEPA permit modifications (construction permits) to accomplish the improvements.
c. Prepare the bidding documents and provide construction contract administration, working with the City Procurement Office.
d. Conduct CQA services for the improvements.
e. Prepare and submit the CQA Acceptance Reports (operating permits).

8. Off-site Leachate Disposal
   a. Coordinate pumping, hauling and disposal (by others) of leachate from the Landfill No. 1 Condensate/Leachate Storage Tank as needed.

1.2 Additional services may be required and may be undertaken if directed by the Committee and provided the budget to do so:

1. Landfill Gas Development
   a. Prepare a Request for Proposals for a Landfill Gas Developer.
b. Assist in negotiations and developing contract for the selected Contractor.
c. Review local, state and federal permit applications by the Landfill Gas Developer, resolve issues with the Contractor and provide recommendations to the Committee with regard to the OWNER’s signature.

2. Entrance Dam
   a. Complete the plans and specification for the dam improvements.
b. Submit and obtain the IDNR Construction Permit.
c. Prepare Bid Documents.
d. Provide Construction Contract Administration and Construction Observation services.

PART II - COMPENSATION

AN INITIAL PAYMENT OF Zero Dollars ($0.00) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

Whereas the OWNER has elected to compensate the ENGINEER for services under Part I on an hourly rate and expenses basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:
Payroll:
The hourly rates to be used for this item shall be determined by the ENGINEER’S payroll costs for these services plus 110%. Payroll costs means the salaries and wages paid to all ENGINEER’s, and any temporary employment service, personnel engaged directly on the services plus an additional 43 percent to cover the cost of customary and statutory benefits applicable thereto including sick leave, vacation and holiday pay plus unemployment, exercise and payroll taxes and contributions for social security, workers’ compensation insurance, retirement benefits, medical insurance benefits and incentive compensation. Compensation for services of Pat Sloan will solely be based on ENGINEER’S payroll cost plus 110%. Where contract labor is used by the ENGINEER the payroll costs shall be adjusted to provide a comparable mark-up. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

Direct Expenses:
Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses +10% (e.g. expense of purchased services, lease of specialized equipment, subsistence and lodging, commercial transportation).
- Equipment and Standard Office/Communication per the attached 2014 Standard Resource Charge Sheet.
- Mileage at Foth Resource Charge Rates (such rate to be adjusted from time to time)
- Mileage for survey vehicles at Foth Resource Charge Rates (such rate to be adjusted from time to time).
- Printing and reproduction.
- Equipment costs (e.g. computers, automated survey instruments, CADD equipment, etc.).

The OWNER will reimburse the ENGINEER for taxes or levies (excluding Federal, State and Local income taxes) which may be assessed against the ENGINEER by the Federal Government or any State or political subdivision directly on services performed or on payments for services performed, by the ENGINEER and which taxes or levies the ENGINEER may be required to collect or pay.

The budget for basic services and estimated compensation for 2014 is $250,000. No services will be provided exceeding the estimated compensation amount without prior notice and OWNER approval. The budgeted services include:

- Services for Ongoing Operations $ 75,000
- Services for Expansion, Other Property and Legal $ 5,000
- Groundwater Assessments $ 30,000
- Operation of Leachate and Landfill Gas Systems $ 85,000
- Leachate and Gas Replacement Materials $ 5,000
- Gas Collection and Control System (GCCS) Rehabilitation $ 30,000
- Leachate Extraction Improvements $ 5,000
- Offsite Leachate Disposal $ 15,000

The budget for additional services, including Landfill Gas Development and Entrance Dam, and the compensation for those services, are not included in basic services. The budget and authorization for additional services will be established by written OWNER approval.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice.
PART III - TIMETABLE

Services are to be provided in a timely manner and as requested by the OWNER during the calendar year 2014 service period.

PART IV - SPECIAL CONDITIONS

Special Conditions are Subject to the attached Standard Conditions of Agreement (Form RSK001, Rev. 10/97) and Exhibit I for Environmental Services.

The ENGINEER agrees to be fully responsible for its actions performed under this Agreement, including any and all claims, losses, costs, attorney fees and all other damages resulting from any negligent act or omission of the ENGINEER or its officers, employees or agents while acting pursuant to this Agreement and for which it is found to be liable by a court of competent jurisdiction.

The ENGINEER will not knowingly provide review of special waste stream permit applications for which special waste engineering services has been provided by the firm. The OWNER will be advised when known if an applicant is a current client of the ENGINEER and the nature of services being provided to the client at the time of the permit review presentation.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

FOR ENGINEER:

Foth Infrastructure & Environment, LLC

By: ________________________________

Name (please print): James Miles-Polka, P.E.

Title: Client Director

By: ________________________________

Name (please print): Kathleen M. Osborne, P.E.

Title: Senior Project Manager

FOR OWNER:

Joint City of Peoria-County of Peoria Solid Waste Disposal Facility Board

By: ________________________________

Name (please print): Lester D. Bergsten

Title: Landfill Committee Chairman

By: ________________________________

Name (please print): ________________________________

Title: ________________________________
SECTION 1 DESCRIPTION OF SERVICES

1.1 General

1.1.1 ENGINEER agrees to provide professional services for the PROJECT as more completely described in this Agreement and in Addenda thereto.

1.1.2 ENGINEER agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for the PROJECT, it shall be specifically set forth by Addenda to this Agreement.

1.2 Pertaining To The ENGINEER’S Services

1.2.1 ENGINEER agrees to perform all services in a thorough and professional manner and to hold OWNER harmless from any liens for materials and labor furnished by ENGINEER in connection with the work of the ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the PROJECT or other event which may substantially affect ENGINEER’S performance of services under this Agreement.

SECTION 2 COMPENSATION FOR SERVICES

2.1 General

2.1.1 OWNER shall compensate ENGINEER for services rendered under this Agreement. The method of compensation for said services shall be as set forth in Addenda to this Agreement.

2.1.3 Pertaining To The Owner

2.1.3.1 OWNER shall provide at OWNER’s cost and without liability or legal exposure to ENGINEER all drawings, specifications, electronic media, or other media furnished by ENGINEER pursuant to this Agreement. All such instruments of his services in respect to the PROJECT shall be the property of the OWNER. The ENGINEER shall retain the right to, drawings, specifications, electronic media, or other media furnished by ENGINEER pursuant to this Agreement, to hold ENGINEER harmless from all claims, damages, losses and expenses (including attorneys' fees, arising out of or resulting from any claim not covered by ENGINEER’s professional liability insurance policy, including such claims, damages, and losses which are the result of the acts or omissions of ENGINEER.

2.1.6 Where this subagreement would represent a major portion of the work to be performed, ENGINEER shall receive full knowledge and understanding of the terms and conditions of this subagreement as well as the reasons for his dispute. In no case may OWNER elect to withhold payment to ENGINEER of the entire amount due under this Agreement or certain portion thereof.

2.1.7 Where OWNER deems that the compensation charged in ENGINEER’S bid for services, he shall make payment of that portion of the bill which is undisputed and shall notify ENGINEER in writing of the reason for his dispute. In no case may OWNER elect to withhold payment to ENGINEER of the entire amount due under this Agreement. However, OWNER shall not be required to pay any amount due ENGINEER at the time of termination. In addition ENGINEER may, after giving ten (10) days written notice to OWNER, suspend services under this Agreement until paid in full all amounts due under this Agreement. In the event OWNER does not pay, or does not pay timely, ENGINEER shall be entitled to collect from OWNER all sums due and in addition ENGINEER shall bear interest from invoice date at the rate set forth in this Agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the ENGINEER.

2.1.8 If OWNER fails to make any payment due ENGINEER for services and expenses after receipt of ENGINEER’S demand for payment, in addition ENGINEER shall bear interest from invoice date at the rate set forth in this Agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the ENGINEER.

2.1.9 Where any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties.

SECTION 3 GENERAL PROVISIONS

3.1 General

3.1.1 This Agreement is the result of final negotiations between OWNER and ENGINEER and represents the entire and integrated agreement between OWNER and ENGINEER for the PROJECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

3.1.2 Neither party shall hold the other responsible for damages or delay in performance by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's agents. However, when these delays require additional work to be performed by ENGINEER, ENGINEER may be entitled to additional compensation at the prevailing "Per Diem Rates" or as otherwise agreed to between OWNER and ENGINEER.

3.1.3 This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement. The time for engaging the services of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. In addition, OWNER may terminate this Agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program subject to the conditions that the amount in excess of less than ten (10) calendar days written notice and an opportunity for consultation before termination. If OWNER terminates as a result of ENGINEER’s default, any payment due ENGINEER at the time of termination may be adjusted to the extent of any additional cost the OWNER incurs due to ENGINEER’S default. If OWNER terminates as a result of OWNER’s default for the services performed for the termination date is included, the procedure to be followed shall be set forth in Section 3.1.6 of the Agreement.

3.1.4 All claims, counter-claims, disputes and other matters in question between the parties hereto arising out of this Agreement shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This arbitration provision shall not be applicable to claims where the presence of a party, who is not subject to the agreement, is the reason for his dispute. In no case may OWNER elect to withhold payment to ENGINEER of the entire amount due under this Agreement. However, OWNER shall not be required to pay any amount due ENGINEER at the time of termination. In addition ENGINEER may, after giving ten (10) days written notice to OWNER, suspend services under this Agreement until paid in full all amounts due under this Agreement. In the event OWNER does not pay, or does not pay timely, ENGINEER shall be entitled to collect from OWNER all sums due and in addition ENGINEER shall bear interest from invoice date at the rate set forth in this Agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the ENGINEER...
4.1. RIGHT OF ENTRY

4.1.1. The Owner will provide for right of entry of Engineer’s personnel, Engineer’s consultants, and subcontractors and all necessary equipment, in order to complete the work.

While Engineer will take reasonable precautions to minimize damage to property, it is agreed that in the normal course of work, some damage will occur. Owner shall be responsible to repair or correct such damage.

4.2. PROJECT SITE

4.2.1. In the prosecution of Engineer’s work, Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The Owner agrees to hold Engineer harmless for any damage to subterranean structures or utilities which are not called to the Engineer’s attention and correctly shown on plans furnished to Engineer.

Engineer shall backfill all borings or excavations on completion of his work. Settlement of the backfill may occur and the Owner shall be responsible for filling holes as required. Engineer shall not be responsible for any such settlement.

4.2.2. Owner will make available to Engineer all information readily available to Owner regarding existing and proposed conditions of the site which will aid the Engineer in his investigation. The information shall include, but not be limited to plot plans, topographic surveys, hydrologic data, subterranean structures and utilities, and previous soil data including borings, field or laboratory tests, and written reports. Owner will immediately transmit to Engineer any new information which becomes available or any change in plans. Engineer shall not be liable to Owner for any incorrect advice, judgement or decision based on any inaccurate information furnished by Owner, his agents or his other consultants, and Owner will indemnify Engineer against claims, demands or liability to the extent arising out of or contributed to by such information. Engineer shall be entitled to rely upon all information furnished by Owner, his agents or his other consultants, and Owner will indemnify Engineer against claims, demands or liability to the extent arising out of or contributed to by such information. Engineer shall be entitled to rely upon all such information without re-performing any of the work or services. Owner agrees to provide Engineer immediately and on a continuing basis any such information subsequently available to Owner. Owner does hereby assume responsibility for reporting to any federal, state or local public agencies any conditions at the site, or undertaken responsibility for the site or the person in charge of the site, or undertaken responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to human health, the environment or equipment of which Owner has knowledge, information or belief. Owner agrees to provide to Engineer immediately and on a continuing basis any such information subsequently available to Owner. Owner does hereby agree to assume such control and responsibility, and further agrees to notify the appropriate federal, state or local public agencies as required by law or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, Owner agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Engineer from and against any and all claims and liabilities resulting from:

(a) Owner’s violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

(b) Owner’s undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site.

(c) Enginee’s discovery of, or failure to discover hazardous substances or constituents on, in or under the site.

4.4. HAZARDOUS SUBSTANCES AND CONSTITUENTS

4.4.1. Owner agrees to advise Engineer upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment or equipment of which Owner has knowledge, information or belief. Owner agrees to provide to Engineer immediately and on a continuing basis any such information subsequently available to Owner. Owner does hereby agree to assume such control and responsibility, and further agrees to notify the appropriate federal, state or local public agencies as required by law or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, Owner agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Engineer from and against any and all claims and liabilities resulting from:

(a)owner’s violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

(b) owner’s undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site.

(c) engineer’s discovery of, or failure to discover hazardous substances or constituents on, in or under the site.

4.4.2. Engineer shall have no liability to Owner for detecting or failing to detect the presence of hazardous substances or constituents on, in or under the site.

4.5. CONTAMINATED EQUIPMENT

4.5.1. Costs related to decontamination of equipment will be charged to the Owner in those instances where contact by substances encountered at the site requires decontamination efforts beyond that routinely provided by the Engineer.

4.6. UNFORESEEN OCCURRENCES

4.6.1. If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in Engineer’s sole judgement significantly affect or may affect the services, the risk involved in providing the services or the recommended scope of services, Engineer will promptly notify Owner thereof. Subsequent to that notification, Engineer may:

(a) If practicable, in Engineer’s sole judgement, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;

(b) agree with Owner to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or

(c) Terminate the services immediately and/or effective on the date specified by Engineer in writing.

4.6.2. Owner recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving. For example, the technology involved in the detection, removal and/or treatment of hazardous substances is constantly evolving and the interaction of soils and groundwater with hazardous substances is not fully understood at this time. While Engineer is required to perform in reasonable accordance with the standards set forth in effect at the time its services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice.

4.7. OWNERSHIP OF DOCUMENTS

4.7.1. All field data, field notes, calculations, estimates, and other documents prepared by Engineer as instruments of service, shall remain the property of the Owner. All published reports shall be and remain the property of the Owner.

4.7.2. Owner agrees that all reports and other work furnished to the Owner or his agents, will be used for the intended purpose and in the manner set forth in the reports or other work. If not so used, all such reports and other work will be returned upon demand and will not be used by the Owner for any purpose whatever.

4.7.3. Owner agrees that all reports and other work furnished to the Owner shall not be transmitted or furnished to other persons or entities without the
Engineer’s written consent. The Owner shall hold harmless and indemnify the Engineer from any claims, damages, costs or expenses arising out of the unauthorized transmittal of the Engineer’s reports to any other person or entity.

4.7.4 Engineer will retain all pertinent records in accordance with Engineer’s record retention program.

4.8. CONFIDENTIALITY
4.8.1 Engineer shall hold confidential all business or technical information obtained from the Owner or its affiliates or generated in the performance of services under this Agreement. Engineer shall not disclose such information without the Owner’s consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; (3) compliance with any court order or other governmental directive; and/or (4) protection of Engineer against claims or liabilities arising from performance of services under this Agreement. Engineer’s obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

4.9. LIMITATIONS OF INVESTIGATION
4.9.1 Soil, water and other geologic conditions can vary significantly between borings, groundwater wells, test pits, and surface outcrops. Owner recognizes that a soil or geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by Engineer, and that the limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.

4.9.2 Conditions revealed by excavation or drilling may be at variance with preliminary findings. If this occurs, the changed conditions must be adjusted as required by alternate options recommended.

4.9.3 Reports prepared under this Agreement will be prepared under constraints of cost, time, and scope and reflect a limited investigation and analysis rather than a full, total, complete, or extensive investigation and analysis. Such reports become invalid with the passage of time due to changes and conditions in the property which result from natural processes or the works of man on this or adjacent properties. Changing standards and expanded knowledge may also cause reports to become invalid.

4.9.4 The findings of all reports may be invalidated wholly or partially by changes beyond Engineer’s control. Reports produced under this Agreement shall not be relied upon if there have been any changes in site conditions, regulations or standards. Each such report should not be relied upon if there have been any changes in the field.

4.9.5 Engineer shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractors or other parties on the project; and shall not have control or charge of and shall not be responsible for construction means, methods, technique, sequences or procedures, or for safety precautions and programs. Engineer testing or observation of portions of the work of other parties on a project shall not relieve other parties from their responsibility for performing their work in accordance with applicable plans, specifications, and safety requirements.

4.9.6 All reports issued in conjunction with the work represented by this Agreement are issued with the understanding that the reports are intended for use by Owner for informational purposes only and that no other use is permitted. Use of reports by persons, firms, agencies or entities other than Owner is expressly prohibited. Use of reports for any reason whatsoever other than as stated above requires the express, written authorization of Engineer.

4.9.7 Engineer’s investigation shall be performed, within the limits and constraints prescribed by Owner, in a manner consistent with that level of care and skill ordinarily exercised under similar circumstances by other professional consultants practicing in this or similar localities. No other representations to Owner, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, professional advice or otherwise.

4.9.8 It is recognized that many desired or required results cannot be accomplished in an absolute sense, e.g., the detection and clean-up of all hazardous substances. Whenever a desired or required result cannot be accomplished in an absolute sense, in the Engineer’s role of performing the final inspection, the Engineer shall use due care in an attempt to accomplish the desired or required result but need not accomplish the result in an absolute sense.

4.9.9 Owner recognizes that installations in connection with hazardous waste sites, and sanitary landfill sites, monitoring projects and certain remedial action techniques and procedures may not perform in the field as anticipated by Owner, even if Engineer’s services are performed in accordance with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances.

4.9.10 THE LIABILITY OF ENGINEER, ITS AGENTS, EMPLOYEES AND SUBCONTRACTORS, FOR OWNER’S CLAIMS OF LOSS, INJURY, DEATH OR DAMAGE INCLUDING WITHOUT LIMITATION, OWNER’S CLAIMS OF CONTRIBUTION AND INDEMNIFICATION WITH RESPECT TO THIRD PARTY CLAIMS, SHALL NOT EXCEED, IN THE AGGREGATE UNDER THIS AGREEMENT:

1. THE LESSER OF $50,000.00 OR ENGINEER’S FEE FOR CLAIMS OR LIABILITY ARISING OUT OF:

(a) ANY ENVIRONMENTAL POLLUTION OR CONTAMINATION, INCLUDING WITHOUT LIMITATION, ANY ACTUAL OR THREATENED RELEASE OF TOXIC, IRritant, POLLUTant, OR WASTE GASES, LIQUIDS OR SOLID MATERIALS FOR WHICH ENGINEER HAS LEGAL LIABILITY; OR

(b) PROFESSIONAL NEGLIGENCE, INCLUDING ERRORS, OMISSIONS OR OTHER PROFESSIONAL ACTS, AND INCLUDING UNINTENTIONAL BREACH OF CONTRACT; OR

2. THE TOTAL SUM OF $1,000,000 FOR INJURY, LOSS OR DAMAGE CAUSED BY NEGLIGENCE, OR OTHER CAUSE FOR WHICH ENGINEER HAS ANY LEGAL LIABILITY, OTHER THAN AS DESCRIBED IN SUBPARAGRAPHS (A) AND (B) ABOVE.

IN NO EVENT SHALL ENGINEER BE LIABLE FOR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF USE OR LOSS OF PROFITS, INCURRED BY OWNER OR ITS SUBSIDIARIES OR SUCCESSORS, REGARDLESS OF WHETHER SUCH CLAIM IS BASED UPON ALLEGED BREACH OF CONTRACT, STRICT LIABILITY, OR NEGLECT ACT OR OMISSION.

WHETHER PROFESSIONAL OR NONPROFESSIONAL, BY ENGINEER OR ENGINEER’S EMPLOYEES, AGENTS OR SUBCONTRACTORS.

4.9.11 Owner shall, to the maximum extent permitted by law, save, defend, indemnify, and hold harmless the Engineer, its shareholders, employees, contractors, subcontractors, agents, or affiliates from and against any and all suits, actions, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities, interest, and attorneys’ fees including any such fees and expenses incurred in enforcing this indemnity, which result from, arise out of or are in any way connected with: (i) acts or omissions of Owner, Owner’s employees, agents and subcontractors and their employees or agents; (ii) the release of any hazardous substance; or (iii) any generation, treatment or transport of waste materials.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of Engineer. Without limiting the generality of the above indemnification provision extends to claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersion, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, pollutant or in or into the atmosphere, or on, onto, upon, into or into the surface or subsurface (a) soil, (b) water or water-course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not. Such indemnification shall not apply to claims, damages, losses or expenses which are finally determined to result from willful or reckless disregard by Engineer of its obligations under this Agreement.

4.10. MISCELLANEOUS
4.10.1 The Owner may not delegate, assign, or transfer his duties or interest in this Agreement without the Engineer’s written consent.

4.10.2 Phase I Site Assessments shall not include sample collection or analysis. It is not intended that the Phase I investigation determine the presence or absence of asbestos, or ascertain the contents of drums and/or barrels.

4.10.3 Phase I & II Site Assessments are not intended to include the following types of field activities:

1. Entry into confined spaces such as manholes, trenches, tanks, etc.
2. Entry into close proximity to live(electric) equipment such as electrical wiring, transformers, etc.

4.10.4 Phase II Site Assessments shall not include asbestos sampling and analysis by Engineer. If asbestos sampling and analysis is required as part of this site assessment, the Owner shall contract directly with an entity to complete the asbestos sampling and analysis.

4.10.5 The terms and conditions of this Exhibit I shall supersede and replace any inconsistent printed terms and conditions of the Standard Agreement for Professional Services Between Owner and Engineer.

4.10.6 The Owner shall provide all legal services necessary for the project including, but not limited to, necessary counseling regarding compliance with federal and state environmental regulations.
Foth Environment Division
2014 Standard Labor Rate Schedule*

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director/Principal</td>
<td>$150.00 - $245.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$135.00 - $205.00</td>
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<tr>
<td>Senior Consultant</td>
<td>$135.00 - $185.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$110.00 - $180.00</td>
</tr>
<tr>
<td>Lead Engineer</td>
<td>$115.00 - $180.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$95.00 - $135.00</td>
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<tr>
<td>Engineer</td>
<td>$90.00 - $115.00</td>
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<tr>
<td>Lead Scientist</td>
<td>$115.00 - $180.00</td>
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<tr>
<td>Project Scientist</td>
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<td>Scientist</td>
<td>$75.00 - $105.00</td>
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<tr>
<td>Project Designer/Technician</td>
<td>$80.00 - $115.00</td>
</tr>
<tr>
<td>Technician/CADD</td>
<td>$60.00 - $100.00</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$100.00 - $145.00</td>
</tr>
<tr>
<td>Lead Admin. Assist./Work Plan Coordinator</td>
<td>$65.00 - $85.00</td>
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<tr>
<td>Administrative Assistant</td>
<td>$55.00 - $75.00</td>
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<tr>
<td>Clerical</td>
<td>$50.00 - $70.00</td>
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</tbody>
</table>

INVOICING PROCEDURES
1) All personnel are billed portal-to-portal for required travel.
2) All testimony or direct mediation work, including depositions; trial testimony; mediation meetings or presentations; public meetings; public hearings; standby time, deposition, pre-trial preparation; and other litigation/mediation services will be billed with a separate Litigation/Mediation Fee Schedule.
3) Expedited deliverables requested by the client that require overtime work will be billed at one and one-half times the hourly billing rate for the overtime hours worked. Prior notice of this surcharge will be given.
4) Foth Infrastructure and Environment, LLC. reserves the right to periodically modify this schedule, as appropriate.

* Do not provide this fee schedule or copies of the fee schedule to other parties without prior approval of Foth Infrastructure and Environment, LLC.
# Foth Environment Division
## 2014 Standard Resource Charges*

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost basis</th>
<th>Std charge</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Computer Usage</strong>&lt;sup&gt;(1)&lt;/sup&gt;</td>
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</tr>
<tr>
<td>AutoCAD/Intergraph</td>
<td>Cost/Usage</td>
<td>$15.00/hr</td>
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<tr>
<td>High End Software</td>
<td>Cost/Usage</td>
<td>$15.00 - 30.00/hr</td>
</tr>
<tr>
<td><strong>Standard Office/Communication Expenses</strong>&lt;sup&gt;(2)&lt;/sup&gt;</td>
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<td></td>
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<tr>
<td>Photocopies, Fax, Phone, Scans, Postage</td>
<td>Equipment/Material</td>
<td>1% of labor</td>
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<tr>
<td><strong>Travel</strong></td>
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<tr>
<td>Automobile Travel</td>
<td>Mileage</td>
<td>$0.65/mi&lt;sup&gt;(3)&lt;/sup&gt;</td>
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<tr>
<td>Public Transportation</td>
<td>Cost + 10%</td>
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<tr>
<td>Subsistence and Lodging</td>
<td>Cost + 10%</td>
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<tr>
<td>Survey Vehicles</td>
<td>Mileage</td>
<td>$0.92/mi&lt;sup&gt;(4)&lt;/sup&gt;</td>
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<tr>
<td><strong>CADD Plotting/Drawing Reproduction</strong></td>
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<tr>
<td>Bond (black &amp; white)</td>
<td>Equipment/Labor/Material</td>
<td>$0.35/sq ft</td>
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<tr>
<td>Bond (color)</td>
<td>Equipment/Labor/Material</td>
<td>$1.25/sq ft</td>
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<tr>
<td><strong>Equipment</strong></td>
<td></td>
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<tr>
<td>GEM 2000 Landfill Gas Monitor</td>
<td>Equipment/Material</td>
<td>$350/day</td>
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<tr>
<td>TVA 1000 Thermoanemometer</td>
<td>Equipment/Material</td>
<td>$300/day</td>
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<tr>
<td>GPS Survey</td>
<td>Equipment</td>
<td>$350/day</td>
</tr>
<tr>
<td>Equipped Landfill Vehicle, includes ATV, Depth to Leachate Gauge, small generator, small air compressor, batteries and purge pump</td>
<td>Equipment</td>
<td>$100/day</td>
</tr>
<tr>
<td>Other</td>
<td>Equipment</td>
<td>Standard Resource Charge or Rental + Shipping + 10%</td>
</tr>
<tr>
<td><strong>Subconsultants</strong> (drilling, laboratory, etc.)</td>
<td></td>
<td>Cost + 10%&lt;sup&gt;(5)&lt;/sup&gt;</td>
</tr>
<tr>
<td><strong>Outside Printing Costs</strong></td>
<td></td>
<td>Cost + 10%</td>
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<tr>
<td><strong>Specialty Mailing Services</strong></td>
<td></td>
<td>Cost + 10%</td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
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<td>Cost + 10%</td>
</tr>
</tbody>
</table>

**Notes:** The cost of specific technical equipment and employee travel expenses needed on projects is in addition to the above hourly rates. This list is not all inclusive but represents the most common resource charges applied to Foth projects.

1. Computer Usage fee is designed to cover the following: 1) maintaining computer systems and software and other technology.
2. Communication fee is designed to cover Foth’s costs for the following: 1) all telephone and long distance charges, except for extended long distance calls or conference calls; 2) all charges associated with facsimile sending and receiving; 3) all standard postal and shipping charges, except express mail; and 4) all normal copying and other reproduction costs, except for major or outside reproduction costs.
3. Mileage rates are subject to change based on Federal Government Standards.
4. Mileage rates are subject to change based on economic conditions.
5. If requested, Foth shall procure and coordinate the services of independent laboratories, subconsultants, drilling contractor, etc. The cost of the independent services shall be passed on directly to the owner with a surcharge of 10 percent to cover the processing of expenses.

* Do not provide this fee schedule or copies of the fee schedule to other parties without prior approval of Foth Infrastructure and Environment, LLC.
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Michael Rogers, Public Works Director

AGENDA DATE REQUESTED: November 20, 2013

ACTION REQUESTED: APPROVAL FOR THE RENEWAL OF THE FARMING LEASE AGREEMENT WITH MR. ROGER BEECHER FOR 21 ACRES OF LAND ON THE PEORIA CITY/COUNTY LANDFILL PROPERTY. THIS LEASE AGREEMENT IS FOR A ONE (1) YEAR PERIOD.

BACKGROUND: Roger Beecher of Beecher Farms has leased this 21-acre area from the City/County Landfill since 1993 without issue. The one-year term is in keeping the expiration dates consistent with all of the Lease Agreements with the Peoria City/County Landfill Committee.

The proposed rental rate is $125 per acre for a total of twenty-six hundred and twenty-five dollars ($2625.00) per year.

FINANCIAL IMPACT: NA
FARM LEASE

This Lease is entered into this ___ day of __________ 2013, between, City of Peoria, an Illinois Municipal Corporation, the County of Peoria, a Body Politic and Corporate, in joint tenancy by and through Joint City/County Solid Waste Committee (Landlord), and, Roger Beecher and Kiley Beecher of Beecher Farms, 2511 North McAllister Road, Hanna City, Illinois 61536 (Tenant).

TERM OF LEASE: This lease shall be in effect for a period of one (1) year, from May 1, 2014 to April 30, 2015. Tenant shall give the Landlord notice of his desire to renew the lease for another year at least sixty (60) days prior to the expiration of said lease. Tenant acknowledges that Landlord has the option to renew or not renew this lease and expressly waives any four (4) month notice that may be required by 735 ILCS 5/9-206.

A. PROPERTY:
The Landlord hereby leases to the Tenant, to occupy and use for agricultural-related purposes only, the following described property:

17.3 acres in Section 35, Northeast 1/4; 3.8 acres in Section 25, Northwest 1/4, south of Cottonwood Road, both in Rosefield Township combined consisting of 21 acres, more or less.

B. DEFINITIONS:
1. Crops include pastures.
2. The Farm Manager shall be the Landlord’s authorized representative on all matters herein.

C. PROPERTY RIGHTS:
1. The Tenant has all rights to use the farm and buildings therein for agricultural production as specified below.

2. Right of Entry. The Landlord reserves the right of itself, its agents, its employees, or its assignees to enter the farm at any reasonable time for purposes of consultation with the Tenant, to make repairs, improvements, and inspections, and to develop mineral resources. Where practicable, the Landlord will develop mineral resources and/or conduct mining operations in a manner so as to leave this lease arrangement unaffected. However, the Landlord reserves, at its option, the right to terminate this lease if, in the Landlord’s discretion, this lease interferes with or does not permit the development of mineral resources and/or mining operations. In the event notice of termination of the lease is given so that the Landlord may develop mineral interests and/or conduct mining operations, Tenant agrees that he shall cease all use of and operations on the property and shall remove himself
and all of his personal property within thirty (30) days of the notice of said termination of the lease.

3. The Landlord reserves the right to develop and lease the land for mineral exploration or production and to grant rights-of-way for roads, pipelines, power lines, etc. Fair market value will be paid to the Tenant for all crops damaged.

4. Transfer of Farm. If the Landlord should sell, assign, or otherwise transfer title to the farm, it will do so subject to the provisions of this lease.

5. Heirs and Successors. The term of this lease shall be binding upon the heirs, executors, administrators, and successors of both the Landlord and Tenant in like manner as upon the original parties.

6. Additional agreements regarding property rights:
   Subleasing of this property shall result in immediate cancellation of lease.

D. LAND USE:
1. Land Use. Except when mutually agreed otherwise, land suitable for crop production shall be used for that purpose.

2. The Tenant will comply at all times with all requests and directions made and issued by the Farm Manager, which include providing the Farm Manager with all information necessary to complete any and all inventories and reports.

E. IMPROVING, CONSERVING, AND MAINTAINING THE FARM:
To improve the farm, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

1. Good Husbandry. The Tenant will operate the farm in an efficient and husband-like way, will do the plowing, seeding, cultivating, and harvesting in a manner that will conserve the Landlord’s property. The Tenant will control soil erosion as completely as practicable. The Tenant will also turn under or remove crop residue in keeping with good cultivable procedures.

2. Damage and Waste. The Tenant will not commit waste on or damage to the farm and will use due care to prevent others from so doing.

3. Maintenance of Improvements. The Tenant will keep the buildings, fences, and other improvements on the farm in as good repair and condition as they were when he took possession; ordinary wear and tear, depreciation or unavoidable destruction excepted. The Tenant will also keep the weeds cut or destroyed in the fields, farmstead, roadside and fencerows. Further, Tenant
will, at a minimum, annually mow all grasses, weeds, and so forth during the months of July and August and will perform all other tasks required to keep the farm presentable.

4. Materials and Labor. The Tenant shall be responsible for all labor and materials required for maintenance and repairs. All repairs must be approved by Landlord in advance, except in an emergency.

5. Add Improvements. The Tenant will not, without written consent of the Landlord:
   a) Erect or permit to be erected on the farm any non-removable structure or building, or
   b) Incur any expense to the Landlord for such purpose, or
   c) Add electrical wiring, plumbing, or heating to any building and if consent is given, he will make such additional meet standards and requirements of power and insurance companies.

6. Conservation Structures. The Tenant will keep in good repair all open ditches and inlets and outlets of the drains, preserve all established watercourses or ditches, and refrain from any operation or practice that will injure them.

7. Removable Improvements. Minor improvements of a temporary or removable nature that do not mar the condition or appearance of the farm may be made by the Tenant at his own expense. The Tenant may, at any time this lease is in effect or within thirty (30) days after termination of this lease, remove such improvements provided he leaves in good condition that part of the farm from which they are removed.

8. Compensation for Damages. When the Tenant leaves the farm, he will pay the Landlord reasonable compensation for any damages to the farm for which the Tenant is responsible.

9. Tenant shall not do any fall or winter plowing with a moldboard type plow. Tenant may do fall or winter plowing with a chisel type plow.

10. Should there be any fence problems between the City of Peoria/County of Peoria-owned land and adjoining landowners, Tenant must furnish labor to build the fence and the City of Peoria/County of Peoria will furnish the materials.

11. Tenant shall pay all costs associated with applying lime to the property, including but not limited to testing, cost of lime and application of lime.
F. NON-PARTNERSHIP:
This lease does not give rise to a partnership. Neither party shall have the right to bind the other in any way without written consent signed by both parties.

G. RENTAL RATE:
The rental rate for the 21 Acres shall be at $125.00 per acre per year for a total of twenty-six hundred and twenty-five dollars ($2,625.00) per year. PAYMENT DUE NOVEMBER 1.

H. DEFAULT:
If the Tenant shall default in making any payments or in the performance of any obligations hereunder, including but not limited to compliance with all requests and directions made and issued by the Farm Manager, then Landlord shall have the right to immediately terminate this lease. In the event of termination of the lease under this provision, Tenant shall immediately remove from the farm himself and all of his possessions. Such termination and removal shall in no way excuse Tenant from performance of any responsibilities or obligations occurring prior to the termination.

I. INDEMNITY AND INSURANCE:
Tenant agrees to defend and to indemnify the City of Peoria, the County of Peoria, and Joint City/County Solid Waste Committee, their employees, officers, and officials and hold them harmless from, for and in respect of any liability, damages, claims, demand or expenses (including but not limited to Court costs, reasonable attorney fees, and other costs of defense) arising out of or in consequence of any operation in any way related to the use of the leased property described in this lease.

Tenant acknowledges that the City of Peoria and County of Peoria do not insure any buildings or the contents thereof or any personal property located on the leased premises.

Tenant agrees that he will purchase, at his own expense, such insurance as he feels necessary to protect his own personal property located on the leased premises.

Tenant hereby waives any claims or demands of whatsoever nature against the City of Peoria, County of Peoria, and Joint City/County Solid Waste Committee, their employees, officers, and officials for any damages sustained to Tenant’s personal property.

Tenant hereby waives any claims or demands of whatsoever nature against the City of Peoria, County of Peoria, and Joint City/County Solid Waste Committee, their employees, officers and officials for any licenses or permits for entering upon the leased premises and agrees to hold the City of Peoria, County of Peoria and Joint City/County Solid Waste Committee, their employees, officers and officials harmless from any and all claims or demands of whatsoever kind and nature and from injuries
or damages to the person or property of any person entering upon the leased premises, whether as a social guest, business invitee or employee or Tenant.

J. ASSIGNMENT OR SUBLETTING:
Tenant agrees not to sell, assign, mortgage, pledge or in any manner transfer this lease or any estate or interest thereunder and not to sublet the leased premises or any part or parts thereof, without the previous written consent of the Landlord in each instance. Consent by the Landlord to one assignment of this lease or to one subletting of the leased premises shall not be a waiver of Landlord’s rights under this paragraph as to any subsequent assignment or subletting.

K. TENANT’S ASSUMPTION OF LIABILITY:
Tenant agrees to assume any and all liability resulting from the condition of the premises, including injury to the property or person of the Lessee, his, her or their family members, employees, invitees, licensees or trespassers during the term of this Lease. The assumption of liability by the Tenant is premised on the fact that the parties have conducted a diligent search of the premises and that the Tenant, except as otherwise, knows no latent defects identified.

L. REAL ESTATE TAXES:
Tenant agrees to pay any real estate taxes, which become due on the premises.

M. NOTICE:
Any and all notices shall be given in writing by certified mail, return receipt requested, as follows:

**Notice to Landlord:**

(1) Director of Public Works
3505 N. Dries Lane
Peoria, IL 61604-1210

(2) Peoria County Administrator
324 Main Street
Peoria, IL 61602

**Notice to Tenant:**

(1) Roger & Kiley Beecher
2511 N. McAllister Road
Hanna City, IL 61536
Violation of any of the provisions of this Lease Agreement may result in the immediate termination of the Lease and the right of the Landlord to enter and retake possession of the described premises.

Landlord expressly reserves free access over and across said premises for any purpose which the Peoria City/County Joint Solid Waste Committee may, in its sole discretion, deem proper.

SIGNATURES:

TENANT                     CITY OF PEORIA/COUNTY OF PEORIA
                          JOINT SOLID WASTE COMMITTEE

BY:_________________________  BY:_______________________________
ROGER BEECHER                LESTER D. BERGSTEN,   
BEECHER FARMS                CHAIRPERSON
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Mike Rogers, Public Works Director

AGENDA DATE REQUESTED: November 20, 2013

ACTION REQUESTED: RECEIVE AND FILE MONTHLY REPORTS

BACKGROUND: Attached is the monthly budget report.

1. The monthly budget report reflects the (12) month budget and budget balance has been added to the report.

FINANCIAL IMPACT: NA
<table>
<thead>
<tr>
<th>MONTH</th>
<th>JANUARY</th>
<th>FEBRUARY</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
<th>DECEMBER</th>
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### Monthly Activity Profile for MSW/ Special Waste/ Yard Waste

![Graph](image)

### Monthly Activity Profile of MSW & Special Waste (In/Out of County)

![Graph](image)
AGENDA DATE REQUESTED: November 20, 2013

ACTION REQUESTED: Update of FY2014 and Long Term Budgets

BACKGROUND:

FY2014 Draft Budget

A draft FY2014 budget is attached and includes columns for the 2013 budget and the estimated actual revenues and expenses for 2013. The main variability between these years is the level of construction associated with the Landfill No. 1 gas and leachate systems. Approximately $250,000 was spent in 2012, zero dollars will be spent in 2013, and $200,000 is budgeted in 2014.

The estimated actual 2013 column indicates that the end of year balance will be $83,538.22, incorporating the current host fee. The FY 2014 budget assumes that an agreement will be reached next year with retroactive pay from 2013. Assuming a higher host fee revenue and retroactive pay, it is estimated that the end of year balance for 2014 will be $35,697.20. If the host fee is not increased, and retroactive pay not received, the resulting end of year cash balance would be a deficit of $244,802.78.

Key factors for FY2014 are:
- Acceptable revenue depends on the increased LF2 host fee. The increase is paramount to maintaining a positive cash flow;
- City and County personnel costs are increased at 2%;
- Routine consultant services, including operations of the closed landfill systems, are reduced with the assumption that groundwater assessment issues are being mitigated by the proposed GCCS Rehabilitation project and the automation should result in more limited labor requirements;
- $30,000 in construction engineering is included to allow the completion of the $200,000 project.
- It is estimated the LF2 will receive 215,000 tons in 2013;
- Off-site leachate disposal costs are reduced to reflect the lower costs resulting from approval to discharge at the Greater Peoria Sanitary District.

Joint Peoria City and County Longterm Budget Plan

A long term budget plan with multiple case scenarios was also updated and attached. Each of the scenarios include the following assumptions:
- 215,000 tons received in 2013;
- Host fee increase in 2014 with 2.5% increase each subsequent year through end of the landfill life;
- City and County personnel cost reimbursements are increased 2% annually;
- $200,000 improvements to the LF1 gas and leachate systems in 2014.
Applying these assumptions the following case scenarios are presented for review:

**Case A**
In this scenario, a settlement for host fees occurs in 2014 with a payment for host fees retroactive to January 1, 2013, and LF2 receives 200,000 tons annually through end of landfill life. Estimated tons remaining is calculated using April 2013 airspace analysis performed by Foth. The transition from LF2 to LF3 is estimated to occur sometime in 2021. Following the transition to LF3, the Committee will continue to reimburse personnel costs to the City and County.

**Case B**
In this scenario, a settlement for host fees occurs in 2013 with a payment for host fees retroactive to January 1, 2013, and LF2 receives 200,000 tons annually through end of life. Estimated tons remaining is calculated using April 2013 airspace analysis performed by Foth. The transition from LF2 to LF3 is estimated to occur sometime in 2021. Following the transition to LF3, the Committee will continue to reimburse personnel costs to the City and County.

**Case C**
In this scenario, a settlement for host fees occurs in 2014 with a payment for host fees retroactive to January 1, 2013, and LF2 receives 200,000 tons annually through end of life. Estimated tons remaining is calculated using April 2013 airspace analysis performed by Foth. The transition from LF2 to LF3 is estimated to occur sometime in 2021. Following the transition to LF3, the Committee will no longer continue to reimburse personnel costs to the City and County.

**Case D**
In this scenario, a settlement for host fees occurs in 2014 with a payment for host fees retroactive to January 1, 2013, and LF2 receives 198,000 tons annually through end of life. Estimated tons remaining were evaluated using the 2012 IEPA Capacity Certification submitted by Waste Management, Inc. The landfill transition is estimated to occur sometime in 2023 and after the transition to LF3, the Committee will no longer continue to reimburse personnel costs to the City and County.

**Case E**
In this scenario, a settlement for host fees occurs in 2013 with a payment for host fees retroactive to January 1, 2013, and LF2 receives 198,000 tons annually through end of life. Estimated tons remaining were evaluated using the 2012 IEPA Capacity Certification submitted by Waste Management, Inc. The landfill transition is estimated to occur sometime in 2023 and after the transition to LF3; the Committee will no longer continue to reimburse personnel costs to the City and County.

The above scenarios are reliant upon an increased host fee in 2014 for the Committee cash reserves to remain positive. Should host fees not be increased in 2014, the Committee would require additional funds to maintain a positive cash balance.

It may benefit the Committee to consider several factors that have an impact on the long term budget. The Committee has been self-sufficient to this point. In 2003, the Committee purchased the LF3 expansion area for $1.8M. This can be observed by the drop in the fund balance during that time period. The expansion contract with PDC has a component that is a reimbursement for that expenditure. This revenue, however, is not paid to the Committee, instead, per the agreement, it is split between the City and County. The projected 2013 year-end fund balance of $83,538.22 would actually be $983,538.22 (less legal fees) if the reimbursement had been made to the Committee. Another $900,000 reimbursement will be paid to the City and County in 2021.
at the opening of LF3. Finally, it should be recognized that under the LF3 agreement, the Committee receives 50% of the host fees being generated by the expansion, with the City and County each receiving 25% of the total host fees. This overview of the flow of revenue from the facility is provided to the Committee as background to deal with the policy issues as they impact the Committee’s budget.

**FINANCIAL IMPACT:** If approved, the FY2014 budget projects a $47,841 deficit for the year. Assuming that the host fees are increased, reserves will be sufficient for continued Committee operations.
### Landfill 2014 Budget

**REVENUES**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2012 BUDGET</th>
<th>2013 BUDGET</th>
<th>2013 Actual</th>
<th>2014 Budget with retroactive Host Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Host Fees</td>
<td>$331,530.00</td>
<td>$280,000.00</td>
<td>$322,500.00</td>
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<tr>
<td>Retroactive 2013 Host fees (2013 @ 215,000 tons)</td>
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<td>$322,500.00</td>
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<tr>
<td>On Illinois Funds</td>
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<tr>
<td>Other Revenues</td>
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<td><strong>TOTAL REVENUES</strong></td>
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<td>$587,425.00</td>
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**EXPENSES**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<th>2014 Budget with retroactive Host Fee</th>
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<td>Groundwater Assessments</td>
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<td>LF #1 Leachate Ops. &amp; LFG Ops.</td>
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<td>Liquids &amp; Gas Replacement Materials</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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**SURPLUS/(DEFICIT)**

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<table>
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<tr>
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<th>2012 Actual</th>
<th>2013 Actual</th>
<th>2014 Budget with retroactive Host Fee</th>
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<tr>
<td>Beginning Cash Balance (January 1, 2013)</td>
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<td>Ending Cash Balance (December 31, 2013)</td>
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<td>$83,538.22</td>
<td>$35,697.22</td>
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```

- Payment to Walker Excavating for work completed in 2012.
- ** Assumes an increased host fee 2014, with retroactive from 2013.
- *** This proposed budget is based on conditions that are currently known to exist. Should other situations arise, such as abnormal rainfall, unanticipated equipment issues, unusual groundwater challenges or other unusual circumstances, then increased effort may be required. Additional services will not be performed without prior authorization from the Committee.
### Revenue Model 2020 assume 194,000 tons rec'd per year

<table>
<thead>
<tr>
<th>Year</th>
<th>Tons Rec'd</th>
<th>Gate Tons Remaining</th>
<th>Used</th>
<th>Available Jan 1</th>
<th>Annual</th>
<th>Host Fee</th>
<th>Committee Revenue</th>
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<tr>
<td>2006</td>
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<tr>
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<tr>
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<tr>
<td>2020</td>
<td>169,463</td>
<td>169,463</td>
<td>2.62</td>
<td>$443,920</td>
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</tbody>
</table>

** * Calculated tons remaining based on April 2010 aerial survey and life in-place density.**

** Landfill 2 estimated to receive 215,000 tons in 2013.**

** Host fee increase of 2.5% every year.**

** Estimated tons remaining from WM IEPA capacity certification 2012 with 2012 tonnage.**

** Landfill 2 estimated to receive 215,000 tons in 2013.**

** Host fee increase of 2.5% every year.**

Revenue Model WM data

<table>
<thead>
<tr>
<th>Tons Rec'd</th>
<th>Gate Tons Remaining</th>
<th>Used</th>
<th>Available Jan 1</th>
<th>Annual</th>
<th>Host Fee</th>
<th>Committee Revenue</th>
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<tbody>
<tr>
<td>2004</td>
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<td>2011</td>
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<td>1.50</td>
<td>298,434</td>
<td></td>
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<td>1.50</td>
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<tr>
<td>2013</td>
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<td>200,000</td>
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<tr>
<td>2014</td>
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<td>200,000</td>
<td>2.26</td>
<td>$451,769</td>
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<td>200,000</td>
<td>2.32</td>
<td>$463,063</td>
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<tr>
<td>2016</td>
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<tr>
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<td>2.56</td>
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<td>2020</td>
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<td>169,463</td>
<td>2.62</td>
<td>$443,920</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** Host fee increase of 2.5% every year.**

** Landfill 2 estimated to receive 215,000 tons in 2013.**

** Host fee increase of 2.5% every year.**
Peoria/City-County Landfill
11/15/2013
Long Term Budget Plan
Long Term Budget CASE A
2021 Transition

2014 settlement and continued reimbursement to City/County after transition.

### Long Term Budget CASE A, 2014 settlement and continued reimbursement to City/County after transition.

<table>
<thead>
<tr>
<th>Committee</th>
<th>Engineering &amp; Operations</th>
<th>Contracted / Construction / Engineering</th>
<th>Total</th>
<th>Revenue</th>
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<tbody>
<tr>
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<td>Audit</td>
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<td>$267,638</td>
<td>$451,696</td>
<td>$607,117</td>
<td>$590,000</td>
</tr>
</tbody>
</table>

### Assumptions:
1. 2013 Dollars
2. No host fee increase in 2013, 2014 and retroactive
3. LF 2 to LF 3 Transition
4. $200,000 and $30,000 project costs 2014
5. City and County Reimbursed after transition
6. 2% increase each year in City and County payments

### Notes:
- $ amount is in thousands.
### Long Term Budget CASE B 2013 Settlement with continued reimbursement to City/County after transition.

#### Expenses

<table>
<thead>
<tr>
<th>Committee</th>
<th>Engineering &amp; Operations</th>
<th>Controlling / Construction / Engineering</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
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#### Revenue

<table>
<thead>
<tr>
<th>Landfill No. 2</th>
<th>Landfill No. 3</th>
<th>Other - Leases and Licenses Interest</th>
<th>(Dec. 31)</th>
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</table>

#### Assumptions:
1. 2013 Dollars
2. 2013 host fee increase with escalation
3. LF 2 to LF 3 Transition
4. 500,000 and $30,000 project costs 2014
5. City and County reimbursed after transition
6. 2% increase each year in City and County payments

#### Financial Data

<table>
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<tr>
<th>Year</th>
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<th>Revenue</th>
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11/15/2013
Long Term Budget Plan
Long Term Budget CASE C
2021 transition

2014 settlement and NO reimbursement to City/County after transition.

Assumptions:
1. 2013 Dollars
   * Not adjusted for inflation
2. No Host fee increase 2013 and after
3. LF 2 to LF 3 Transition
4. LF 2 to LF 3 Transition
5. City and County NOT Reimbursed after transition
6. 2% increase each year in City and County payments

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### Long Term Budget CASE D: 2023 Transition

2014 settlement and NO reimbursement to City/County after transition.

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**Assumptions:**
1. 2013 Dollars
2. No host fee increase 2013 and future outside
3. LF 2 to LF 3 Transition
4. $200,000 and $30,000 project costs 2014
5. City and County NOT Reimbursed after transition
6. 2% increase each year in City and County payments
### Long Term Budget Plan

#### 2023 transition

- 2013 settlement and NO reimbursement to City/County after transition.

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### Assumptions:

1. 2013 Dollars
2. 2% host fee increase with retroactive
3. LF 2 to LF 3 Transition
4. $200,000 and $30,000 project costs 2014
5. City and County NOT reimbursed after transition
6. 2% increase each year in City and County payments

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Page 1

11/15/2013
REQUEST FOR DISCUSSION

To:      Peoria City/County Landfill Committee Members
From:    Steve Matheny Landfill Sales Waste Management

AGENDA DATE REQUESTED:  November 20, 2013

ACTION REQUESTED:  RECEIVE AND FILE MONTHLY REPORTS

BACKGROUND:  Attached are the monthly summary report, profiled waste log, and year over
year comparison chart for October 2013.

1. All weekly random load checks were completed and documented with no issues to
report.

2. We respectfully request Mr. Bergsten’s signature on IEPA permit application forms for
an application that facilitates our continued preferred method of leachate recirculation
via spraying at the active face and the intent to not install any future fixed recirculation
system, also the installation of a replacement for groundwater monitoring well G117.
Monitoring at this well indicates the well’s bentonite seal may be faulty, which will
require the well to be replaced. All submittals will be subject to review and approval in
advance by Foth.

3. WM does not anticipate any permit requests but respectfully asks the Committee to
allow administrative approval of permits for signature by Mr. Bergsten, subject to
review and approval in advance by Foth, if permit submittals are required prior to the
December meeting.

FINANCIAL IMPACT:  NA
## Peoria City/County Landfill No. 2
### Waste Management of Illinois, Inc.
### Monthly Activity Report
#### October 2013

### Tonnage: General Refuse

<table>
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<tr>
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<th>Current Year to Date</th>
<th>Year to Date</th>
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<tbody>
<tr>
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<td>2013</td>
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<tr>
<td>Haulers</td>
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### Special Wastes

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<tr>
<td>Industrial (Exempt)</td>
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<td>1,451.44</td>
<td>18,268.91</td>
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**TOTAL LANDFILL RECEIPTS**

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<thead>
<tr>
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<tr>
<td>Yard Waste Receipts</td>
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<tr>
<td>City Contract</td>
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<td>All Other</td>
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<td><strong>TOTAL</strong></td>
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### Payments: Payable to City/County Committee

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<tr>
<td>General Refuse</td>
<td>16,103.27</td>
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<td></td>
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<td>Special Waste - Ind.</td>
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### Payable to County

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<td>$20,451.15</td>
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<td></td>
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<td><strong>TOTAL</strong></td>
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### Payable to/Receivable From County

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<td>$5 Loads</td>
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<td>State Fee on Free and $5 Loads</td>
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<td></td>
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### Payable to City/County Committee

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<tr>
<td>Loads</td>
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### Tonnage: General Refuse & Special Waste

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<tr>
<td>In county</td>
<td>9,523.71</td>
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<td>Out of county</td>
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<td>Mixed</td>
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<td><strong>TOTAL</strong></td>
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### Estimated Capacity

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<td>Sp. Waste</td>
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## Year to Year Comparison

### October 2013

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<td>14,566</td>
<td>18,269</td>
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<td>181,139</td>
<td>898</td>
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The diagram shows a comparison of waste generation for October 2013 between MSW ( Municipal Solid Waste), SW (Special Waste), and YW (Yardwaste). The bars represent the total waste generated in 2012 and 2013, with different colors indicating the type of waste. The chart highlights the increase or decrease in waste generated in various categories.

The key takeaway is the increase in MSW and SW waste categories compared to 2012.