PEORIA CITY/COUNTY LANDFILL COMMITTEE
**SPECIAL MEETING**

WEDNESDAY, DECEMBER 4, 2013
8:30 A.M.

DATES SET:

WEDNESDAY, DECEMBER 18, 2013 @ 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, 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.

PEORIA CITY/COUNTY LANDFILL COMMITTEE
AGENDAS AND MINUTES
ISSUED BY:
LESTER D. BERGSTEN, CHAIRMAN
via the PUBLIC WORKS DEPARTMENT
3505 N. Dries Lane
(309) 494-8800
INTERNET ADDRESS: www.ci.peoria.il.us

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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 NEAR THE END 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.
**Special Meeting**

DECEMBER 4, 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: November 20, 2013

AGENDA ITEMS

ITEM NO. 1  REPORT FROM FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
A. SPECIAL WASTE APPROVALS AS NEEDED
B. PERMIT APPROVALS AS NEEDED

ITEM NO. 2  APPROVAL OF FOTH INFRASTRUCTURE & ENVIRONMENT
• 2014 ENGINEERING SERVICES AGREEMENT

ITEM NO. 3  APPROVAL OF THE FY2014 LANDFILL BUDGET

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

ITEM NO. 5  REPORT FROM PEORIA DISPOSAL CO.

ITEM NO. 6  APPROVAL OF PROPOSED SETTLEMENT OF ARBITRATION DISPUTE WITH WASTE MANAGEMENT

UNFINISHED BUSINESS

SALE OF REAL ESTATE

NEW BUSINESS

NEXT MEETING

ADJOURNMENT

EXECUTIVE SESSION
Peoria, Illinois, November 20, 2013, a Peoria City/County Landfill Committee Meeting was held this date at 8:36 A.M., at the Lester D. Bergsten Operations & Maintenance Facility located at 3505 N. Dries Lane, Peoria, Illinois, with Mr. Lester D. Bergsten presiding.

ATTENDANCE

The following Committee Members were physically present: Chairman Les Bergsten, Rick Fox, Stephen Morris, Lynn Scott-Pearson, Timothy Riggenbach, Ryan Spain (arrived at 8:39 a.m.) and Steve Van Winkle – 7.

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

Other interested parties: Joyce Blumenshine, Chris Coulter, Dan Erni, Josh Gabehart, Steve Harenberg, Steve Matheny, Patrick Sloan, Mike Wiersema, Jerry Wyatt, Attorneys Timothy Bertschy and Mike Hanson with Heyl Royster law firm, James E. Miles-Polka, Curtis L. Hartog and Daniel Bacehowski with Foth.

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.

MINUTES

Mr. Van Winkle moved to approve the minutes of the Regular Peoria City/County Landfill Committee Meeting held on October 16, 2013; seconded by Mr. Fox.

Approved by viva voce vote.

AGENDA ITEMS

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

A. SPECIAL WASTE APPROVALS AS NEEDED

Mr. Gabehart stated there was one (1) non-special waste permit for approval, and three (3) pre-approved non-special waste profiles to receive and file. He said the special waste permit was
for the Midwest Generation Powerton for activated carbon, which consisted of 11 35-gallon drums. He stated that Foth had no technical objections to these waste streams. He stated that action was required. He stated that there were three (3) pre-approved renewals for Premcor Refining Group, Regina Erickson and West Campus Corp. He stated that Foth had no technical objections to these waste streams. He said that no action was required.

Mr. Morris moved to approve the special waste permits, including securing Mr. Bergsten’s signature; seconded by Mr. Riggenbach.

Approved by viva voce vote.

B. **PERMIT APPROVALS – ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR) REGARDING DS 1997048 – DAM I.D. NO. IL50403 (STRIP MINE LAKE DAM)**

Mr. Gabehart requested approval of the Illinois Department of Natural Resources (IDNR) regarding DS1997048 – Dam I.D. #IL50403 for the dam commonly called the Strip Mine Lake Dam to the Southwest of Landfill #2. He explained that the dam was classified as a small-size Class III (low hazard dam). He explained that an inspection and report must be submitted to IDNR by a Licensed Professional Engineer every five (5) years. He said Foth performed this task in 2008 and will perform the inspection, per their 2013 Agreement for Professional Services Agreement. He said the dam report, would require a completed Owner’s Maintenance Certificate and it would require Mr. Rogers signature.

Mr. Gabehart stated that Waste Management would be responsible for the maintenance of this Class III dam per the Landfill No. 2 agreement. He explained that their findings and the report would be submitted at the next scheduled meeting, including reporting any maintenance completed by Waste Management.

**PERMIT APPROVALS AS NEEDED**

Mr. Gabehart 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 should the need arise for any other permit or notifications due prior to the next scheduled Committee meeting.

C. **UPDATE REGARDING ADMINISTRATIVE APPROVALS**

Mr. Gabehart stated that at a previous Committee meeting Director Rogers requested additional information regarding the Administrative approval process for Certified Non-Special Waste. He explained that the "Procedures for General Refuse and Special Waste Received at the City of Peoria/County of Peoria Landfill No. 2 near Birmfield," was drafted in May 1994 and was last revised in December 2011. He mentioned that step-by-step process for the acceptance of Special and non-Special Waste streams were listed under **Section 6.6** while **Section 6.1** defined the pre-approved Waste Streams and Landfill Acceptance Criteria.

Mr. Gabehart stated that emergency permits were often requested to assist in emergency cleanups of spills that the Agency (IEPA) had determined to be non-hazardous in nature. He stated that the wastes may be accepted at the Landfill.
In summary, Gabehart said the Committee, Consultant, and Operator have accepted a broad definition of the term "emergency cleanup" to aid businesses in their landfill needs. He explained that multiple administrative approvals had been granted, in the past, based on construction and cleanup schedules that had not lined up favorably with waste generators and committee meetings. He mentioned that the Committee preferred that all waste streams be presented to The Committee for approval, unless deemed an emergency. He stated that he felt that the tornado storm debris would be considered as an emergency.

Mr. Matheny stated that WM extended their business hours at the Tazewell County Transfer Station to accommodate the debris from the tornadoes in Washington, Illinois. He explained that items that were normally banned at the Landfill would not be accepted at the transfer station.

In discussion with Mr. Spain regarding the rate for bringing debris to the Landfill, Mr. Matheny stated that a special rate was put in place for the transfer station. At this time, he said, he did not anticipate direct hauling to the Landfill. He pointed out that most of the debris was residential. He said items that were being brought to the transfer station were being monitored; however, if a profile was needed for special waste, then he said the EPA would be there to make the determination and require the profile be completed. He explained that the items that are regularly banned from the Landfill were also banned from the transfer station. He said these, items such as tires, etc. would be segregated and managed properly.

In discussion with Mr. Van Winkle regarding the debris that was being brought to the transfer station, Mr. Matheny stated that it would eventually be brought to the Landfill.

Mr. Fox expressed his concern regarding the policy as it pertained to the preapprovals for Special Waste Stream. He said he felt that the policy seemed to be stricter and was not in sync with previous practices pertaining to preapprovals. Mr. Fox expressed concern regarding the policy regulations and felt that they needed to be clarified.

Mr. Matheny stated that all Special Waste was sent to the State to be reviewed. He explained that this process took 90 days, then after 90 days it was submitted to the Committee for approval. He explained that in the 90’s the IEPA, WM and Foth would review the profile. He further explained that the regulations changed and the IEPA no longer reviewed these profiles, which became the operator’s responsibility. He said that the State eventually allowed them to start declassifying special waste, which he felt took away some of the analysis that was needed that wasn’t necessary on some waste streams. He explained that the State requires that the generator fill out the declassification form and then these items are sent to the Landfill; however, WM, PDC and Committee, per the agreement, required the profiles. He stated that he concurred with Mr. Fox and would like to see the Committee line up the policies with the approval process.

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 October 31, 2013. He stated that 85% of the allocated budget for 2013 had been spent. He explained that the last column in the spreadsheet represented the expenses that are attributable to Landfill No. 1.
E. UPDATES REGARDING COMPLIANCE ACTIVITIES, MEASURES & PROGRESS

Mr. Gabehart stated that Foth increased pumping the leachate from gas wells in the southwest area of the Landfill. He said the area of the Landfill had groundwater and gas impacts due to Landfill gas issues. He explained that the impacts were observed in G02S, G04S and GMD2. He further explained that the increased leachate caused the gas collection system not to work correctly and gas migration caused the exceedences at GMD2; and, trace levels of organic compounds were in the groundwater monitoring wells. He said that groundwater and gas issues were mitigated when the system was properly working.

Mr. Gabehart stated that both issues regarding the subsurface gas migration and the groundwater impacts would be addressed by an improvement to the gas collection system and leachate extraction system in 2014. He said the cost estimate for the work, including engineering, was approximately $230,000. He said the work was planned for 2014 and the IEPA had approved the preliminary plan.

Mr. Gabehart stated that 21,000 gallons of leachate have been disposed at GPSD since August 2013. He said this would continue for the upcoming month as efforts are made to maintain and remove leachate from the Landfill. He pointed out that there were three (3) flare shutdowns this month due to the excess leachate and a power failure.

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

Approved by viva voce vote.

F. ENGINEERING SERVICES PRESENTATION

Mr. Miles-Polka, Client Director and Mr. Curt Hartog, Technical Director for Foth gave a brief presentation to provide information regarding the qualifications and experience of the Foth team.

Mr. Miles-Polka stated that 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. He explained that Foth was employee owned and offers a wide range of environmental services.

Mr. Hartog stated that public solid waste was the core of their business. He explained that the solid waste challenges would be addressed through a wide range of knowledge from strategic planning, to operations, to cutting edge technologies. He further explained that this knowledge base would allow their team to provide critical technical and strategic solutions. He pointed out that Mr. Sloan had a lot of institutional knowledge with the operations of the Landfill and had established a working relationship with the Committee over the years. He said that Foth had retained Mr. Sloan to serve in an advisory role through 2014 and that these services were outlined in the 2014 Engineering Services Agreement. He felt that it was important to have access to his knowledge during this transition.
G. APPROVAL OF FOTH INFRASTRUCTURE & ENVIRONMENTAL 2014 ENGINEERING SERVICES AGREEMENT

Chairman Bergsten opened the floor to Director Rogers to discuss several options regarding technical support for the Landfill that was previously requested by Mr. Spain at the October 16, 2013, Landfill Committee meeting.

Mr. Rogers distributed copies outlining various scenarios that would assist the Committee with technical support. He listed the following options:

- Renew Contract for Technical Services and Maintenance and Operation services
- Renew Contract for Technical Services and develop RFQ for Maintenance & Operation Services
- Develop RFQ for Technical Services and renew contract for Maintenance & Operation Services
- Develop RFQ for both Technical Services and Maintenance & Operation Services
- Develop separate RFQ’s for Technical Services and for Maintenance & Operation Services
- Public Works to hire staff to provide Technical Services/develop RFP for Maintenance & Operation services
- Renew current contract for a timeframe less than one year with enough time to develop RFQ option listed above

Mr. Rogers stated that he felt it was not advantageous for the Committee to rewrite an RFQ at this time. He said that the Committee needed continuity of services and that this was something that they could not afford to lose at this particular time.

Mr. Spain thanked Mr. Rogers for providing these options, and he thanked Foth for their presentation. As a Council Member who served as a liaison to the Committee, he said his colleagues have questioned why the Committee had not requested an RFQ to determine what additional services would be available to the Committee. He said that, with the time constraints and the need for approval, he was at a loss as to what direction the Committee should go. He said he appreciated that the majority of Foth's work was for the public sector. He questioned if Waste Management and PDC were clients in other locations.

Mr. Hartog stated that both Waste Management and PDC were not clients.

Mr. Spain noted that the City had been aggressively working with their vendors to reduce costs; however, he felt that this cost reduction was different than what they had seen in other applications including for professional services. He said in exchange for greater certainty and an extension of a contract, there was a reduction made to the City of Peoria. He said that the proposed contract reduced services, which was the result of the 15% decrease in cost. He stated the Committee had several options before them; however, he was uncertain as to what steps should be taken, at this time. However, he said he was not advocating that everything be dropped and opened up a new RFQ for these services. He agreed they needed continuity and he felt that they have some very important challenges taking place at the Landfill. Perhaps a month-to-month agreement or a short term agreement could be approved, he said, which he felt would give the Committee an opportunity to work with the new team members.
Mr. Morris commended Mr. Sloan for his work over the years. He stated that he mentioned last year that he felt that long-term sole source bids were bad public policy. He said this was no reflection on the quality of service that the Committee had received from Foth. He said even though the law states that professional service contracts do not need to go out for bid, he felt that you receive a better finished product when contracts bid on a regular basis. He stated that he felt the Committee was faced with the dilemma of approving the consultant agreement at the end of the year. He said that he would reluctantly support approving the agreement because he did not support sole source bids.

Mr. Bergsten stated that he was not opposed to preparing an RFQ; however, he felt that it should be done mid-year. He said this would give Foth time to prepare an RFQ and would give the Committee approximately six (6)-months to judge their performance in relation to the personnel changes that have taken place.

In discussion with Chairman Bergsten, Mr. Morris stated that he felt the Committee would not make the necessary changes because the agreement was being submitted at the end of the year.

Chairman Bergsten reiterated that the contract be brought back for approval in June or July.

In discussion with Mr. Morris regarding the responsibility of placing an RFQ on the Agenda, Chairman Bergsten stated that Committee members can place an item on the Agenda. He stated that items should be placed on the Agenda prior to the meeting. He said this item was always discussed at the end of the year and he agreed that it should be discussed mid-year. He said if the Committee was considering an RFQ, he advised the Committee not to wait until October or November to place this item on the Agenda for discussion.

In discussion with Mr. Spain regarding a timeline for an RFQ process, Mr. Rogers stated that an RFQ could be prepared in a two-week period, then it would need to be advertised for approximately 30 days, and then the Committee would need to determine how the RFQ should be evaluated. He said it would take approximately three-months to have a new process and entity in place.

Mr. Van Winkle moved to approve the Foth Infrastructure & Environment 2014 Engineering Services Agreement.

Mr. Riggenbach stated that he felt there was some frustration amongst the Committee, due to the agreement being discussed at the end of the year, and he recommended that the motion be amended to include that an RFQ be prepared and placed on the Agenda for July 2014. He said he felt that this should be part of the process and would eliminate the reminder of having this item placed on the Agenda.

Mr. Van Winkle stated that he would amend the motion to include the RFQ process. He said this was an ongoing contract, and he felt that it would be an educational experience for the Committee.

Mr. Fox questioned if the Committee should wait to start the RFQ process before next year.

Mr. Van Winkle said he preferred to wait a few months to give Foth's new team an opportunity to transition and work with the Committee.
Chairman Bergsten said he concurred with Mr. Van Winkle. He felt that this would give ample time to determine whether the pump automation and leachate collection system improvements were working properly.

In discussion with Mr. Rogers in regard to the RFQ, Chairman Bergsten stated the process would start in mid-July and the potential consultant would not start until January 2015.

Mr. Spain made a substitute motion for a six-month renewal of Foth Infrastructure & Environment 2014 Engineering and direct staff to submit an RFQ in March 2014; seconded by Mr. Morris.

Mr. Spain stated that he would like to advertise the RFQ for one-month and have a process in place for the Committee to review the evaluations.

Chairman Bergsten stated that he disagreed with the motion and he felt that the Committee should have at least six (6) months to make observations. He preferred that the contract remain in place for 12 months then the Committee start the RFQ process. He expressed concern with changing consultants mid-stream with the upcoming construction project scheduled for next year. He said he felt that three months was not enough time for the Committee to make these observations.

Mr. Morris stated that this process was no reflection on the work that Foth has previously done for the Committee. He reiterated that it was not good public policy to have sole source bids. He said that Foth has had over 20 plus years experience with the City's Landfill operations and he felt that Foth had a competitive advantage.

Mr. Miles-Polka stated that Foth would need to examine the seasonality and when things happen in order to develop a six-month budget. He said that Foth would submit a revised budget at the next scheduled meeting.

In discussion with Chairman Bergsten regarding the contract, Mr. Giebelhausen stated that the contract would expire at the end of the year and the Committee would not have an agreement in place until it was approved by the City Council and the County Board.

Mr. Bergsten expressed concern regarding the legalities as it pertained to operating without a contract in place.

Mr. Rogers stated that staff would work as quickly as possible to prepare an RFQ for the Committee.

Chairman Bergsten recommended that the Committee have a special meeting be held in December to address Foth's Engineering Services Agreement.

Mr. Van Winkle questioned whether Foth's current contract could be extended for one-month through January 2014, to allow time for the both the City Council and the County Board to approve the agreement.

Mr. Giebelhausen stated he would need to review the agreement before he could give an opinion regarding the extension. He noted if the contract would allow for an extension and Foth agreed to the extension, the he did not foresee a problem with one-month extension.
After a brief discussion regarding the approval of the contract, The Committee concurred to hold a special meeting on December 4, 2013.

Mr. Spain clarified and restated his motion to direct staff to work with Foth on a six month extension of the Foth Infrastructure & Environment 2014 Engineering Services and to direct staff to develop an RFQ for professional services; seconded by Mr. Morris.

Approved by roll call vote.
Yeas: Mr. Fox, Mr. Morris, Mr. Riggenbach, Mr. Scott-Pearson, Mr. Spain and Mr. Van Winkle - 6.
Nays: Chairman Bergsten - 1.

**ITEM NO. 2: LANDFILL BUDGET AND FINANCIAL REPORT – FY2014**

Mr. Gabehart gave a brief overview regarding the fiscal year and the estimated actual revenues and expenses for 2013. The main variability between these years was the level of construction associated with the Landfill No. 1 gas and leachate systems, he said. He said approximately $250,000 was spent in 2012, zero dollars would be spent in 2013, and $200,000 was budgeted in 2014.

After a brief discussion, The Committee concurred that the budget would be placed on the Agenda for the next scheduled meeting.

Mr. Spain moved to receive and file the Landfill Budget and Financial Report; seconded by Mr. Morris.

Approved by viva voce vote.

**ITEM NO. 3: APPROVAL FOR RENEWAL OF THE FARMING LEASE**

Mr. Spain requested that the renewals be submitted to the Committee prior to the end.

Mr. Van Winkle moved to approve the renewal of the Farming Lease Agreement with Mr. Roger Beecher for 21 acres of land on the Peoria City/County Landfill Property for a period of one-year; seconded by Ms. Scott-Pearson.

Approved by viva voce vote.

**ITEM NO. 4: 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 October 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 that would facilitate their preferred method of leachate recirculation via spraying at the active face and the intent to not install any future fixed recirculation system, and the installation of a replacement for groundwater monitoring well G117, 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. 5: REPORT FROM PEORIA DISPOSAL CO.

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

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

Mr. Coulter gave a brief update and stated that he met with Ms. Bonnie Noble to discuss and update them on the various meetings with US Army Corp. of Engineers. He said that PDC would provide a draft copy of the wetland permit application to the Park District by March 2014, and then the Park District would have 30 days to provide comments regarding the draft application. He said the comments would then be incorporated in the application. He said the application would then be filed in April 2014, with the US Army Corp. of Engineers.

Mr. Van Winkle moved to approve Peoria Disposal’s report; seconded by Mr. Riggenbach.

Approved by viva voce vote.

**ITEM NO. 6: 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 10.

UNFINISHED BUSINESS

- Sale of Real Estate

Mr. Morris stated that he did not have an update at this time.
Mr. Van Winkle moved to defer the sale of real estate for one-month; seconded by Mr. Spain.

Approved by viva voce vote

- Landfill Booklet

Mr. Morris thanked Mr. Fox for compiling the booklet. He said the booklet was very informative and outlined the role of the Landfill Committee.

**NEXT MEETING**

Chairman Bergsten stated that a “special” will be held on Wednesday, December 4, 2013, at 8:30 a.m. on 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. Morris moved to go into Executive Session to Discuss 2(c)(11) Litigation, and to return to Regular Session; seconded by Mr. Scott-Pearson

Approved by viva voce vote.

The Landfill Committee went into Executive Session at 10:05 am.

**ITEM NO. 6: APPROVAL OF PROPOSED SETTLEMENT OF ARBITRATION DISPUTE WITH WASTE MANAGEMENT**

The Landfill Committee Regular meeting reconvened at 10:40 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, Mike Rogers and Stephanie Stapleton.

Other interested parties: Dan Erni, Josh Gabehart, Steve Herenberg, Steve Matheny, Patrick Sloan, Mike Wiersema, Jerry Wyatt, Attorneys Timothy Bertschy and Mike Hanson with Heyl Royster law firm, James E. Miles-Polka, Curtis L. Hartog and Daniel Bacehowski with Foth.
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.

**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 10:47 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 27, 2013

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

BACKGROUND: A memorandum is attached, which reviews the two (2) profiles.

FINANCIAL IMPACT: N/A
MEMORANDUM

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

FROM: Mark Williams

DATE: November 27, 2013
NUMBER: 013P001.00

SUBJECT: Special Waste Permits

Waste Management has presented the following waste stream.

Profiles for Approval (Action is Necessary):

1. ADM Corn Processing - Peoria
   1 Edmund St.
   Peoria, IL 61602

   Application
   Dated: 11/19/2013
   Received: 11/20/2013

   Source: Peoria County
   Type: Non-Special
   Profile # 609098IL

   Subject to County Fee = yes
   Last Tested = 06/28/2013

   Molecular Sieve Beads

   Beads used in ethanol loading process, alcohol is removed prior to removal from the vessel

   Expected
   Quantity = 800 yds.
   Frequency = Repeat

Comments: This waste stream is certified by the generator as non-special based on analytical data and 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)

- Canton Ready Mix, Forest City, IL, Profile 607971IL, Petroleum Contaminated Soil or Debris Policy.

The profile is attached.

Notes:

- Committee approval does not relieve the Generator and Landfill Operator from complying with all applicable laws and regulations.
A. GENERATOR INFORMATION (MATERIAL ORIGIN)
1. Generator Name: ADM Corn Processing - Peoria
2. Site Address: 1 Edmund St. (City, State, Zip) Peoria IL 61602
3. County: 
4. Contact Name: George Evans
5. Email: george.evans@adm.com
6. Phone: (309) 690-6876 7. Fax: 
8. Generator EPA ID: ILDC38412078 9. State ID: 

C. MATERIAL INFORMATION
1. Common Name: Molecular Sieve Beads
   Describe Process Generating Material: See Attached
   Molecular sieve beads are used in the ethanol processing.
   Alcohol is removed prior to removal from the vessel.

2. Material Composition and Contaminants: See Attached

3. State Waste Codes: 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, Delisting, 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 GGGGGG? Yes* No
7. CEQUILA 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? Yes* No
    a. Regulated by 40 CFR 761? Yes* No
    b. Remediation under 40 CFR 761.61 (a)? Yes* No
    c. Were PCBs imported into the US? Yes* No
11. Contains Asbestos? Yes* No
    a. Non-Friable Yes* No
    b. Non-Friable - Regulated Yes* No

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION
1. Analytical attached Yes* No
   Please identify applicable samples and/or lab reports:
   Molecular Sieve Analytical results

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

F. SHIPPING AND DOT INFORMATION
1. One-Time Event Yes* No
2. Estimated Quantity/Unit of Measure: 900
   a. Tons Yes* No
   b. Yards Yes* No
   c. Drums Yes* No
   d. Gallons Yes* No
   e. Other: 
3. Container Type and Size: 25 yrd
4. USDOT Proper Shipping Name: N/A

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 is true and accurate and that all relevant information necessary for proper material characterization and identification is documented and the material is properly labeled. All changes occurring in the character of the material (i.e., changes in the process or by analysis) will be identified by the Generator and be disclosed to Waste Management prior to sending 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): George Evans
Title: Environmental Engineer
Company: ADM
Date: 11/19/2013

Certification Signature

THINK GREEN: QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Rev.03/2013 Waste Management, Inc.
Profile Addendum: State of Illinois 
GENERATOR'S NON-SPECIAL WASTE CERTIFICATION 

F. Additional Waste Stream Information 

Profile Number: 6090981L 

Generators Name: ADM Corn Processing - Peoria 

Generators SITE Address: 1 Edmund St. 
(The location where the waste is generated) 

Waste Name: Molecular Sieve Beads 

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)? 
2. A Hazardous Waste as defined in 40 CFR 261 or in 35 IAC 722.111? 
3. A Liquid Waste (fails the paint filter test as defined in 35 IAC 811.107)? 
4. A regulated PCB waste as defined in 40 CFR 761? 
5. A NESHAP regulated asbestos waste other than waste from renovation or demolition? 
6. A waste resulting from the shredding recyclable metals (auto fluff)? 
7. A delisted Hazardous Waste or Treated Characteristic Hazardous Waste, subject to LDR requirements under 35 IAC 728.107? 

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) George Evans   Title: Environmental Engineer 

Signature: [Signature]   Date: 11/15/13
**Laboratory Results**

Sample No: 3061720-01  
Collect Date: 06/11/11 12:00  
Matrix: Solid Regular Sample

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Result</th>
<th>Qual</th>
<th>Prep Date</th>
<th>Analysis Date</th>
<th>Analyst</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Chemistry - PIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flashpoint closed</td>
<td>&gt;200 °F</td>
<td>Pe</td>
<td>06/20/13 12:22</td>
<td>06/20/13 12:22</td>
<td>SMP</td>
<td>SW 1020A</td>
</tr>
<tr>
<td>Semivolatile Organics - TCLP - PIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,4,5-Trichlorophenol</td>
<td>&lt; 0.50 mg/L</td>
<td>R, T</td>
<td>06/13/13 07:48</td>
<td>06/24/13 18:36</td>
<td>PBS</td>
<td>SW 2770C</td>
</tr>
<tr>
<td>2,4,6-Trichlorophenol</td>
<td>&lt; 0.50 mg/L</td>
<td>R, T</td>
<td>06/13/13 07:48</td>
<td>06/24/13 18:36</td>
<td>PBS</td>
<td>SW 2770C</td>
</tr>
<tr>
<td>2,4-Dinitrotoluene</td>
<td>&lt; 0.10 mg/L</td>
<td></td>
<td>06/19/13 07:48</td>
<td>06/24/13 18:36</td>
<td>PBS</td>
<td>SW 2770C</td>
</tr>
<tr>
<td>2-Methylphenol</td>
<td>&lt; 0.10 mg/L</td>
<td>T</td>
<td>06/18/13 07:48</td>
<td>06/24/13 18:36</td>
<td>PBS</td>
<td>SW 2770C</td>
</tr>
<tr>
<td>3- &amp; 4-Methylphenol</td>
<td>&lt; 0.10 mg/L</td>
<td>T</td>
<td>06/18/13 07:48</td>
<td>06/24/13 18:36</td>
<td>PBS</td>
<td>SW 2770C</td>
</tr>
<tr>
<td>Hexachlorobenzene</td>
<td>&lt; 0.10 mg/L</td>
<td></td>
<td>06/18/13 07:48</td>
<td>06/24/13 18:36</td>
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<td>SW 2770C</td>
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<tr>
<td>Hexachlorobutadiene</td>
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<td>06/18/13 07:48</td>
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<tr>
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<td></td>
<td>06/18/13 07:48</td>
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<td>SW 2770C</td>
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<tr>
<td>Nitrobenzene</td>
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<td>06/24/13 18:36</td>
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<td>SW 2770C</td>
</tr>
<tr>
<td>Pentachlorophenol</td>
<td>&lt; 0.50 mg/L</td>
<td>33, R, T</td>
<td>06/18/13 07:48</td>
<td>06/24/13 18:36</td>
<td>PBS</td>
<td>SW 2770C</td>
</tr>
<tr>
<td>Pyridine</td>
<td>&lt; 0.10 mg/L</td>
<td></td>
<td>06/18/13 07:48</td>
<td>06/24/13 18:36</td>
<td>PBS</td>
<td>SW 2770C</td>
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<tr>
<td>TCLP Metals - PIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final pH</td>
<td>6.23</td>
<td></td>
<td>06/17/13 12:30</td>
<td>06/18/13 06:14</td>
<td>JEN</td>
<td>SW 1311</td>
</tr>
<tr>
<td>Volatile Organics - TCLP - PIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,1-Dichloroethene</td>
<td>&lt; 0.050 mg/L</td>
<td></td>
<td>06/20/13 00:00</td>
<td>06/20/13 15:05</td>
<td>JJI</td>
<td>SW 260B</td>
</tr>
<tr>
<td>1,2-Dichloroethane</td>
<td>&lt; 0.050 mg/L</td>
<td></td>
<td>06/20/13 00:00</td>
<td>06/20/13 15:05</td>
<td>JJI</td>
<td>SW 260B</td>
</tr>
<tr>
<td>1,4-Dichlorobenzene</td>
<td>&lt; 0.050 mg/L</td>
<td></td>
<td>06/20/13 00:00</td>
<td>06/20/13 15:05</td>
<td>JJI</td>
<td>SW 260B</td>
</tr>
<tr>
<td>2-Butanone</td>
<td>&lt; 0.10 mg/L</td>
<td></td>
<td>06/20/13 00:00</td>
<td>06/20/13 15:05</td>
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<td>SW 260B</td>
</tr>
<tr>
<td>Benzene</td>
<td>&lt; 0.050 mg/L</td>
<td></td>
<td>06/20/13 00:00</td>
<td>06/20/13 15:05</td>
<td>JJI</td>
<td>SW 260B</td>
</tr>
<tr>
<td>Carbon tetrachloride</td>
<td>&lt; 0.050 mg/L</td>
<td></td>
<td>06/20/13 00:00</td>
<td>06/20/13 15:05</td>
<td>JJI</td>
<td>SW 260B</td>
</tr>
<tr>
<td>Chlorobenzene</td>
<td>&lt; 0.050 mg/L</td>
<td></td>
<td>06/20/13 00:00</td>
<td>06/20/13 15:05</td>
<td>JJI</td>
<td>SW 260B</td>
</tr>
<tr>
<td>Chloroform</td>
<td>&lt; 0.050 mg/L</td>
<td></td>
<td>06/20/13 00:00</td>
<td>06/20/13 15:05</td>
<td>JJI</td>
<td>SW 260B</td>
</tr>
<tr>
<td>Tetrachloroethene</td>
<td>&lt; 0.050 mg/L</td>
<td></td>
<td>06/20/13 00:00</td>
<td>06/20/13 15:05</td>
<td>JJI</td>
<td>SW 260B</td>
</tr>
<tr>
<td>Trichloroethene</td>
<td>&lt; 0.050 mg/L</td>
<td></td>
<td>06/20/13 00:00</td>
<td>06/20/13 15:05</td>
<td>JJI</td>
<td>SW 260B</td>
</tr>
</tbody>
</table>
"Laboratory Results"

Notes

This report shall not be reproduced, except in full, without the written approval of the laboratory.

PDC Laboratories participates in the following accreditation/certification and proficiency programs at the following locations. Endorsement by Federal or State Governments or their agencies is not implied.

PIA  PDC Laboratories - Peoria, IL
   TNI Accreditation for Drinking Water, Wastewater, Hazardous and Solid Wastes Fields of Testing through IL EPA Lab No. 100230
   Illinois Department of Public Health Bacteriological Analysis in Drinking Water Approved Laboratory Registry No. 17553
   Drinking Water Certifications: Kansas (E-10353); Missouri (870); Wisconsin (998284430); Indiana (C-IL-040); Iowa (240)
   Wastewater Certifications: Arkansas (88-0677); Wisconsin (998284430); Iowa (240); Kansas (E-10355)
   Hazardous/Solid Waste Certifications; Arkansas (88-0677); Wisconsin (998284430); Iowa (240); Kansas (E-10355)
   UST Certification, Iowa (240)

SPM  PDC Laboratories - Springfield, MO
   EPA DMR-QA Program

STL  PDC Laboratories - St. Louis, MO
   TNI Accreditation for Wastewater, Hazardous and Solid Wastes Fields of Testing through KS EPA Lab No. E-10369

T  Surrogate recovery failed to meet the required acceptance criteria in the initial analysis. Sample was re-extracted (if applicable) and re-analyzed, and the surrogate recovery was outside of the required acceptance criteria on the second analysis also.

R  MS/MSD Failed %RPD

G3  MS/MSD both failed %R

F  Chemical preservation discrepancy noted at the time of analysis

Certified by: Lisa Grant, Project Manager
<table>
<thead>
<tr>
<th>CLIENT</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
<th>CONTACT PERSON</th>
<th>SAMPLER'S SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARCHER DANIELS MIDLAND</td>
<td>1 EDMUND STREET</td>
<td>PEORIA, ILLINOIS</td>
<td></td>
<td>61602</td>
<td>GEORGE EVANS</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SAMPLE DESCRIPTION</th>
<th>DATE COLLECTED</th>
<th>TIME COLLECTED</th>
<th>SAMPLE TYPE</th>
<th>TOTAL # OF CONT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOLE SIEVE BEADS</td>
<td>06/11/13</td>
<td>1:00PM</td>
<td>X</td>
<td>HAS 1 X X</td>
</tr>
</tbody>
</table>

**Remarks**: Please run both filters.
1 Identification of substance

Product details
Trade name: **MOLECULAR SIEVE 562ET**
Article number: 5108423
Manufacturer/Supplier: GRACE Davison
W.R.GRAE & CO.-CONN
7500 Grace Dr
Columbia, MD 21044
Information department: Health and Safety (9 AM to 5 PM-EST) 1-410-531-4764
Emergency information:
Transportation Emergency (24 hr) Chemtrec 1-800-424-8300
Other Emergencies (24 hr) 1-410-531-4600

2 Data on components

<table>
<thead>
<tr>
<th>CAS No. &amp;</th>
<th>List of Components</th>
<th>Carc. Cat. 2;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1318-02-1</td>
<td>zeolite (crystalline aluminosilicate)</td>
<td>Carc. Cat. 2;</td>
</tr>
<tr>
<td></td>
<td>Proprietary Binder</td>
<td>Carc. Cat. 2;</td>
</tr>
<tr>
<td>14800-60-7</td>
<td>quartz (SiO2)</td>
<td>Carc. Cat. 2;</td>
</tr>
</tbody>
</table>

Additional information:
Quartz is a natural occurring component of the binder. See note in Section 3.

3 Hazards identification

Information pertaining to particular dangers for man and environment:
The product does not have to be labelled due to the calculation procedure of the "General Classification guideline for preparations of the European Union" in the latest valid version.

Classification system:
The classification was made according to the latest editions of international substances lsis, and expanded upon from company and literature data.

**NFPA ratings (scale 0 - 4)**

- **Health**: 1
- **Fire**: 0
- **Reactivity**: 0

**HMIS-ratings (scale 0 - 4)**

- **Health**: 1
- **Fire**: 0
- **Reactivity**: 0

(Contd. on page 2)
Trade name: MOLECULAR SIEVE 562ET

Additional Information:
This product contains less than 1% quartz, which is part of a natural raw material. However, quartz has been recently classified by IARC (International Agency for Research on Cancer) as carcinogenic to humans by inhalation (Group 1). Furthermore, quartz can cause silicosis and other lung diseases on prolonged exposure. It is not expected that the operator will be exposed to free respirable quartz particles in excess of the limits allowed by the worker protection regulations. Nevertheless, the user is responsible for controlling the working environment according to local regulations, e.g. in the UK: COSHH Regulations.

4 First aid measures

After inhalation: Supply fresh air; consult doctor in case of complaints.

After skin contact:
Generally the product does not irritate the skin. Immediately wash with water and soap and rinse thoroughly. If skin irritation occurs, consult a doctor.

After eye contact:
Immediately flush eyes with plenty of water for at least 15 minutes, lifting lower and upper eyelids occasionally. If symptoms occur, consult a doctor.

After swallowing:
If large amounts are swallowed, wash mouth out with water. Get medical aid if irritation or symptoms occur.

5 Fire fighting measures

Suitable extinguishing agents:
CO2, extinguishing powder or water spray. Fight larger fire with alcohol resistant foam. Use fire fighting measures that suit the environment.

Protective equipment: Wear protective equipment.

Additional Information
Dispose of fire debris and contaminated fire fighting water in accordance with official regulations.

6 Accidental release measures

Person-related safety precautions:
Avoid formation of dust. Wear protective clothing.

Measures for environmental protection:
Do not allow to enter into sewers, surface water and/or groundwater.

Measures for cleaning/collection:
Use appropriate industrial vacuum cleaners or central vacuum systems for dust removal. Dispose of the collected material according to regulations.
Material Safety Data Sheet

Trade name: MOLECULAR SIEVE 562ET

Additional information:
See Section 7 for information on safe handling.
See Section 8 for information on personal protection equipment.
See Section 13 for disposal information.

---

7 Handling and storage

Handling:
Information for safe handling: Prevent formation of dust.
Information about protection against explosions and fires: The product is not flammable.

Storage:
Further information about storage conditions: Keep receptacle tightly sealed.
Class according to regulation on flammable liquids: None Applicable

---

8 Exposure controls and personal protection

Components with limit values that require monitoring at the workplace:

<table>
<thead>
<tr>
<th>Component</th>
<th>Short-term value</th>
<th>Long-term value</th>
<th>TLV</th>
<th>ACGIH TWA Total Dust</th>
<th>Respirable fraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1318-02-1 zeolite (crystalline aluminosilicate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PEL</td>
<td>24 A (cis 01.09.05)</td>
<td>12 A mg/m³</td>
<td>10¹ ³² mg/m³</td>
<td>ACGIH TWA Total Dust</td>
<td>Respirable fraction</td>
</tr>
<tr>
<td>TLV</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proprietary Binder</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PEL</td>
<td>16¹ ³² mg/m³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OSHA TWA Total Respirable* (fibrous dust)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TLV</td>
<td>16¹ ³² mg/m³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACGIH TWA Total Respirable* (fibrous dust)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14808-60-7 quartz (SiO2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PEL</td>
<td>70²³ mg/m³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OSHA TWA Total Dust, **Respirable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REL</td>
<td>0.05⁰ mg/m³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NIOSH TWA Respirable dust</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TLV</td>
<td>0.1 mg/m³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACGIH TWA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Personal protective equipment:

General protective and hygienic measures:
The usual precautionary measures for handling chemicals should be followed.

Breathing equipment:
If exposure limit is exceeded, a suitable respiratory protective device is recommended.
Material Safety Data Sheet

Trade name: MOLECULAR SIEVE 562ET

Protection of hands:
- Protective gloves
  The glove material has to be impermeable and resistant to the product/the substance/the preparation.

Eye protection:
- Safety glasses

Body protection: Protective work clothing

---

# 9 Physical and chemical properties

<table>
<thead>
<tr>
<th>General Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Form:</strong> Beads</td>
</tr>
<tr>
<td><strong>Color:</strong> Grayish white, Beige</td>
</tr>
<tr>
<td><strong>Odor:</strong> Odorless</td>
</tr>
<tr>
<td><strong>Change in condition</strong></td>
</tr>
<tr>
<td>Melting point/Melting range: Undetermined</td>
</tr>
<tr>
<td><strong>Flash point:</strong> Not applicable.</td>
</tr>
<tr>
<td><strong>Auto igniting:</strong> Product is not self-igniting.</td>
</tr>
<tr>
<td><strong>Danger of explosion:</strong> Product does not present an explosion hazard.</td>
</tr>
<tr>
<td><strong>Density at 20°C (68°F):</strong> 20 - 30 lbs/ft³</td>
</tr>
<tr>
<td><strong>Solubility in / Miscibility with Water:</strong> Insoluble.</td>
</tr>
<tr>
<td><strong>pH-value at 20°C (68°F):</strong> 10.3 - 10.5 (in slurry)</td>
</tr>
</tbody>
</table>

---

# 10 Stability and reactivity

Thermal decomposition / conditions to be avoided:
No decomposition if used according to specifications.

Dangerous reactions Reacts with acids, alkalis and oxidizing agents.

Dangerous products of decomposition: No dangerous decomposition products known.

(Contd. on page 5)
11 Toxicology information

Acute toxicity:

<table>
<thead>
<tr>
<th>LD50/LC50 values that are relevant for classification:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1318-02-1 zeolite (crystalline aluminosilicate)</strong></td>
</tr>
<tr>
<td>Oral: LD50 &gt; 5110 mg/kg (rat)</td>
</tr>
<tr>
<td>Dermal: LD50 &gt; 2000 mg/kg (rabbit)</td>
</tr>
<tr>
<td>Inhalative: LC50 (1 h) &gt; 18.3 mg/l (rat)</td>
</tr>
</tbody>
</table>

Primary Irritant effect:
- on the skin: May cause irritation with dryness and abrasion.
- In the eye: May cause abrasion, redness and pain.

Sensitization: Sensitizing effect through inhalation is possible with prolonged exposure.

Additional toxicological information:
The product is not subject to classification according to internally approved calculation methods for preparations:
When used and handled according to specifications, the product does not have any harmful effects according to our experience and the information provided to us.

12 Ecology information

Ecotoxic effects:

Aquatic toxicity:

Fish toxicity:

<table>
<thead>
<tr>
<th>Name</th>
<th>Concentration</th>
<th>Organ.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1318-02-1 zeolite (crystalline aluminosilicate)</strong></td>
<td>1800 mg/l</td>
<td>Organization for Economic Cooperation and Development 203</td>
</tr>
<tr>
<td>LC50 (96 h)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Water flea toxicity:
| 1318-02-1 zeolite (crystalline aluminosilicate)                     | 2608 mg/l     | Organization for Economic Cooperation and Development 202 |
| EC50 (24 h)                                                         |               |                                           |
| Algae toxicity:
| 1318-02-1 zeolite (crystalline aluminosilicate)                     | 10 mg/l       | Organization for Economic Cooperation and Development 201 |
| NOEC (96 h)                                                         |               |                                           |
| Bacterial toxicity:
| 1318-02-1 zeolite (crystalline aluminosilicate)                     |                |                                           |
| - (Pseudomonas putida)                                              |                |                                           |

General notes: Generally not hazardous for water
### 13 Disposal considerations

**Product:**

**Recommendation:**
Whatever cannot be saved for recovery or recycling should be managed in an appropriate and approved waste disposal facility. Processing, use or contamination of this product may change the waste management options. State and local disposal regulations may differ from federal disposal regulations. Dispose of container and unused contents in accordance with federal, state and local requirements.

### 14 Transport information

**Transport/Additional Information:**
Not regulated as hazardous goods by DOT, ADR, IMO, or IATA.

### 15 Regulations

**Sara**

- **Section 356 (extremely hazardous substances):**
  None of the ingredients are listed.

- **Section 313 (Specific toxic chemical listings):**
  None of the ingredients are listed.

**TSCA (Toxic Substances Control Act):**
Zoelites are considered for TSCA purposes to be mixtures of the substances used to manufacture them.

All ingredients are listed.

**Proposition 65**

**Chemicals known to cause cancer:**
- Proprietary Binder
- 1318-60-7 quartz (SiO2)

**Chemicals known to cause reproductive toxicity:**
None of the ingredients are listed.

**Carcinogenicity categories**

**EPA (Environmental Protection Agency)**
None of the ingredients are listed.

**IARC (International Agency for Research on Cancer)**
- 1318-02-1 zeolite (crystalline aluminoensilicate) 3 Proprietary Binder 2B,3
- 14808-60-7 quartz (SiO2) 1

**NTP (National Toxicology Program)**
- 1318-60-7 quartz (SiO2) K

**TLV (Threshold Limit Value established by ACGIH)**
- 14808-60-7 quartz (SiO2) A2
Material Safety Data Sheet

08/26/2004
Reviewed on 08/16/2004

Trade name: MOLECULAR SIEVE 562ET

<table>
<thead>
<tr>
<th>MAK (German Maximum Workplace Concentration)</th>
<th>Proprietary Binder 2</th>
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</thead>
<tbody>
<tr>
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<td>1</td>
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<thead>
<tr>
<th>NIOSH-Ca (National Institute for Occupational Safety and Health)</th>
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<tr>
<td>14808-60-7 quartz (SiC2)</td>
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<tr>
<th>OSHA-Ca (Occupational Safety &amp; Health Administration)</th>
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<tr>
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<tr>
<th>Canadian DSL</th>
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<tr>
<td>14808-60-7 quartz (SiC2)</td>
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<th>Canadian NDSL</th>
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<tr>
<td>Proprietary Binder</td>
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<th>Japan ENC6</th>
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<td>All ingredients are listed.</td>
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<tr>
<th>Korea ECL</th>
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<tbody>
<tr>
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<tr>
<td>14808-60-7 quartz (SiC2)</td>
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<th>Philippines: PICCS</th>
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<th>Australia: AICS</th>
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<tr>
<td>All ingredients are listed.</td>
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<tr>
<th>European EINECS</th>
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<tbody>
<tr>
<td>1318-02-1 zeolite (crystalline aluminosilicate)</td>
</tr>
<tr>
<td>14808-60-7 quartz (SiC2)</td>
</tr>
</tbody>
</table>

**Product related hazard Information:**

Observe the general safety regulations when handling chemicals.

The product is not subject to identification regulations according to directives on hazardous materials.

**Safety phrases:**

29 Do not empty into drains.

---

**16 Other information**

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

Department Issuing MSDS: GRACE Davison Safety & Health Department

(Contd. on page 8) USA
**Material Safety Data Sheet**

**Trade name:** MOLECULAR SIEVE 562ET

**Contact:**
SALES OFFICES

**USA:**
GRACE Davison
7500 Grace DR
Columbia, MD 21044
410-531-4000

**Europa:**
Grace GmbH & Co. K.G.
In der Hollerhecke 1
Postfach 1445
D-67545 Worms, Germany
49 (6241) 4030

**Asia Pacific:**
W. R. Grace Pte. Ltd.
501 Orchard Road
05-11/12 Wheelock Place
Singapore 238880
(65) 6737-5488

* Data compared to the previous version altered.
Requested Facility: [Redacted]

A. GENERATOR INFORMATION (MATERIAL ORIGIN)

1. Generator Name: [Redacted]
2. Site Address: 17344 C Rd K, 2800 S (City, State, Zip) 17344 C RD K 2080 S
3. County: [Redacted]
4. Contact Name: Jake Davis
5. Email: [Redacted]
6. Phone: (417) 647-3705
7. Fax: (417) 647 0412
8. Generator EPA ID: [Redacted]
9. State ID: [Redacted]

C. MATERIAL INFORMATION

1. Common Name: Hydraulic Oil Impacted Soil/Debris
2. Material Composition and Contaminants: Soil and/or Cleanup Debris (Tarps, Absorbents, Pads, PPE, Rags, etc) contaminated with hydraulic oil due to a line break, product spill or tank leak.

D. REGULATORY INFORMATION

1. EPA Hazardous Waste?
   - Yes
   - No
2. State Hazardous Waste?
   - Yes
   - No
3. Excluded waste under 40 CFR 261.4 (a) or (b)?
   - 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. CFRRA or State-mandated clean up?
   - Yes
   - No
8. NBC or State-regulated radioactive or NORM waste?
   - Yes
   - No
9. Contains PCBs? If yes, answer a, b, and/or 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
10. Regulated and/or Untreated Medical/infectious Waste?
     - Yes
     - No
11. Contains Asbestos? Yes
     - No
     a. Yes, Friable
     - yes
     b. Yes, Non-Friable
     - No

F. SHIPPING AND DOT INFORMATION

1. One-Time Event / Repeat Event/Ongoing Business
2. Estimated Quantity/Unit of Measure
   - Tons
   - Yards
   - Drums
   - Gallons
   - Other
3. Container Type and Size
4. US DOT Proper Shipping Name: [Redacted]
GENERATOR'S NON-SPECIAL WASTE CERTIFICATION

I. Additional Waste Stream Information

Profile Number: ______________________

Generators Name: **CANTON READY MIX INC**

Generators SITE Address: **19354 Co Rd. 2800 E. FERGUSON IL 61532**
(The location where the waste is generated)

Waste Name: **HYDRAULIC OIL IMPACTED SOIL (Debris)**

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):

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): **Joe Davis**
Title: **Owner**
Signature: ____________________________
Date: **11/20/13**
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: December 4, 2013

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

BACKGROUND: The following report is provided for permit approvals as needed.

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 IMPACT: N/A
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: December 4, 2013


BACKGROUND: The attached Agreement for Professional Services is the proposed 6 month agreement from Foth for continued engineering services January 1, 2014 through June 30, 2014.

FINANCIAL IMPACT: The services and cost estimates included in the agreement are in accordance with the proposed 2014 Committee budget that has been presented to the Committee.
AGREEMENT FOR PROFESSIONAL SERVICES
(BETWEEN OWNER AND ENGINEER)

THIS IS AN AGREEMENT made as of December 4, 2013, between:

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

hereinafter referred to as "OWNER" and Fothe 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 Malfuction Plan (SSMP) Report, (Jul-Dec) due annually on February 1.
   iii. CAAPP Semi-Annual Air Monitoring Report, (Jul-Dec) due annually on March 1.
   iv. CAAPP Annual Compliance Certification, due annually on May 1.
   v. CAAPP Annual Air Emission Report, due annually on May 1.
   vi. Collection of data (Jan-Jun) to support future CAAPP reporting.

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.
   e. Submit 1st Quarter 2014 Groundwater/Leachate Report to IEPA due April 15th.
   f. Conduct groundwater assessments and design corrective actions, when required.
   g. If ongoing groundwater assessments or corrective measures are required after June 30, 2014, and the OWNER prefers that ENGINEER continue with evaluation, a contract amendment may be 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. Prepare and submit IEPA permit modifications (construction permits) to accomplish the improvements.
c. Prepare the bidding/construction documents and provide construction contract administration, working with the City Procurement Office.
d. Conduct CQA services for the improvements.
e. Prepare and submit CQA Acceptance Reports (operating permits).
f. Contract amendment may be required to complete this task should the proposed 2014 construction project continue past June 30, 2014.

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. Prepare and submit IEPA permit modifications (construction permits) to accomplish the improvements.
   c. Prepare the bidding/construction 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.

9. Transfer of data, report and historical information after contract expiration
   a. Data collected and reports generated in 2013 and through the end of this contract period will be provided to the Committee upon request at no cost to the Committee. All requests for 2013 or 2014 information made after the contract expires will be completed within 7 working days of the request. Information will be provided to the Committee in the original format as it was produced or collected.
   b. Data and reports collected or produced prior to January 1, 2013 will be provided to the Committee on a time and materials basis according to PART II – Compensation of this Contract. Requests for information from the Committee will be completed in a timely manner. Consultant will provide the information in its original format and/or PDF format.
   c. Transfer of data or information to a third party will require written approval from the Committee.

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 specifications for the dam improvements.
   b. Prepare and submit the IDNR Construction Permit.
   c. Prepare bidding/construction 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, excise 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 January 1, 2014 through June 30, 2014 is $156,500. No services will be provided exceeding the estimated compensation amount without prior notice and OWNER approval. The budgeted services include:

- Services for Ongoing Operations $37,000
- Services for Expansion, Other Property and Legal $2,500
- Groundwater Assessments $20,000
- Operation of Leachate and Landfill Gas Systems $55,000
- Leachate and Gas Replacement Materials $2,500
- Gas Collection and Control System (GCCS) Rehabilitation $30,000
- Leachate Extraction Improvements $2,500
- Offsite Leachate Disposal $7,000

ENGINEER is available to provide additional services under an amendment to this Agreement. 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 service period of January 1, 2014 through June 30, 2014.

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: ________________________________
STANDARD CONDITIONS OF AGREEMENT

SECTION 1 DESCRIPTION OF SERVICES

1.1 General

1.1.1 ENGINEER agrees to provide professional services for the PROJECT on a more-or-less completely described in this Agreement and in Addenda to this Agreement.

1.1.2 ENGINEER agrees to provide all professional services within a reasonable period of time following the date of execution and acceptance of this Agreement by OWNER. If a special time schedule must be met for a 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 claims for labor furnished by ENGINEER in connection with his work.

1.2.2 ENGINEER agrees to maintain insurance for public liability, property damage workmen's compensation, and errors and omissions for services performed by ENGINEER on PROJECT. The foregoing insurance shall cover ENGINEER only.

1.2.3 ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the PROJECT and makes no warranty either express or implied.

1.2.4 ENGINEER reserves the right to enter into arrangements with other design professionals for portions of the work included under this Agreement. Where such an arrangement would represent a major portion of the design work, ENGINEER shall receive approval of OWNER for such arrangement.

1.2.5 All documents including, but not limited to, drawings, specifications, designs, or other documents furnished by ENGINEER pursuant to this Agreement, are the instruments of his services in respect to the PROJECT. The ENGINEER grants to the OWNER nonexclusive license for OWNER and all owners of the documents on the PROJECT. They are not intended or represented to be suitable for resale by OWNER or any other party.

1.2.6 Any reuse without the specific written verification or adaptation by ENGINEER will be at OWNER’s sole risk and without liability of legal expenses to ENGINEER from all claims, damages, losses, and expenses, including attorney’s fees, arising out of or resulting from any reuse.

1.2.7 The ENGINEER reserves the right to make use of any other insurance policy reasonably obtainable by ENGINEER, protect ENGINEER from any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the ENGINEER's act or omission related to the investigation, design, execution, and supervision of the electronic media.

1.2.8 Accordingly, ENGINEER agrees not to bring any claims whatever against ENGINEER, in principals, employees, agents, and consultants if such work in any way involves the ENGINEER's services for the investigation or remedial work related to asbestos in the PROJECT. OWNER shall indemnify ENGINEER against and hold ENGINEER harmless from all claims, damages and expenses, including attorney's fees, arising out of or resulting from such act or omission.

1.3 Pertaining To The Owner

1.3.1 OWNER shall provide at OWNER's expense (unless ENGINEER has specifically included them in Addenda to this Agreement) and in such a manner as to be acceptable to ENGINEER, all documents, data, and information necessary for the performance of his services under this Agreement, all criteria, design, and construction standards including full specifications to which ENGINEER's requirements for the PROJECT, including all document specifications. Such information may include but not be limited to:

   a. Documents, data, and information necessary for the performance of the PROJECT site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, existing structures, and other developments.

   b. Soil data, laboratory tests, and inspections of samples, materials or other items, with appropriate documentation.

   c. Legal, accounting, financial and insurance counseling services necessary for the PROJECT including legal review of the Construction Contract Documents.

   d. Permits and approvals from any authorities having jurisdiction over the PROJECT.

   e. A project budgeted or compensated to act as OWNER's representative. OWNER or his representative shall receive and examine documents submitted by ENGINEER and shall be responsible for any key decision, check the accuracy of ENGINEER’s estimates of retainer and ensure that any expenses are properly charged to the account.

1.3.2 Guarantee full and free access for ENGINEER to all property required for the performance of ENGINEER's services under this Agreement.

1.3.3 Give prompt written notice to 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.

1.3.4 All claims, counter-claims, disputes and other matters in question between the parties hereto arising out of this Agreement shall be submitted to arbitration in accordance with the American Arbitration Association Rules and Arbitration Rules of the American Arbitration Association subject to the condition that the amount in controversy shall not exceed $25,000. The mechanics of initiating arbitration, picking arbiters and setting up the hearing shall be conducted in accordance with the rules of the American Arbitration Association.

1.3.5 The parties to this agreement, each acknowledging that he has a constitutional and statutory right to trial by jury, hereby waive the right in any action or proceeding of any kind or nature in which they may be parties hereto arising out of this Agreement or the transaction associated with this Agreement that their actions may be determined by a jury.

1.3.6 Unless otherwise specified in this Agreement, this Agreement shall be governed by the law of the state of Wisconsin.
EXHIBIT I
FOR ENVIRONMENTAL SERVICES

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 any boriings 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, judgment or decision based on any inaccurate information furnished by Owner, his agents or his other consultants. Owner will indemnify Engineer against claims, demands or liability to any third party 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 environmental/technical work reflected in any reports, data or information furnished to Owner and Owner warrants the accuracy and suitability of same.

4.2.3. Owner recognizes that commonly used exploration methods such as drilling bore holes and excavating trenches involve inherent risk of injury or damage which cannot be avoided. Exploration methods may penetrate through an aquifer of contaminated fluid which may result in contamination of groundwater systems and wells. While backfilling and grading are intended to provide seals against ongoing contamination, it is recognized that such seals may be imperfect. In recognition of the inherent risks of injury and damage to persons and the environment, the Owner agrees to hold harmless and indemnify Engineer for any claim whatsoever by Owner or third parties arising out of drilling, trenching, or related activities, including but not limited to attempts to backfill or cover trenches and borings.

4.3. SAMPLE HANDLING AND RETENTION
4.3.1. Generally, test samples or specimens shall be handled and retained by the following: (a) of any remaining residue immediately upon completion of tests.

A. NON-HAZARDOUS SAMPLES. At Owner's written request, Engineer will maintain preserveable test samples and specimens for 30 days after submission of Engineer's report. After 30 days, samples will be returned to Owner. After the initial 30 days and upon written request, Engineer will retain test specimens or samples for a mutually acceptable storage period and time. Owner agrees that it will not hold Engineer responsible or liable for any loss of test specimens or samples retained in storage.

B. HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES. In the event that samples contain substances or constituents hazardous or detrimental to health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances, Engineer will, after completion of testing and at Owner's expense, (i) return each sample to Owner, or (ii) destroy the sample as directed by Owner. If Owner does not direct disposal, Engineer will dispose of the samples in accordance with applicable laws and regulations.

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 any site presented a potential danger to human health, the environment or equipment of which Owner has knowledge, information or belief. Owner agrees to provide Engineer immediately and on a continuing basis any such information subsequently available to Owner. Engineer does not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at a site that may present a potential danger to human health, safety or the environment. 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 indemnify Engineer for any claim whatsoever by Owner or third parties arising out of drilling, trenching, or related activities, including but not limited to attempts to backfill or cover trenches and borings.

(c) Engineer's discovery of, or failure to discover 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 judgment, 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;

(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 during the course of services, 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, shall be regarded 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 any person or persons without the written consent of Engineer. 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 environmental, 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 evaluated by the Project Engineer and Geologist and the scope of work, as required, to make necessary changes in the field.

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 in conditions and 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 of observation 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 implied 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 sole determination, 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 insulations 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:

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

4.11.  Owner shall, to the maximum extent permitted by law, save, defend, indemnify, and hold harmless or insure Engineer and its directors, officers, 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 foregoing, the above indemnification provision extends to claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened disposal, discharge, escape, release or saturation of smoke, vapor, soot, fume, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contamination or pollute or in or into the atmosphere, or on, onto, upon, 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 shall 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 Alive® electrical 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>
</tr>
<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>
</tr>
<tr>
<td>Engineer</td>
<td>$90.00 - $115.00</td>
</tr>
<tr>
<td>Lead Scientist</td>
<td>$115.00 - $180.00</td>
</tr>
<tr>
<td>Project Scientist</td>
<td>$85.00 - $125.00</td>
</tr>
<tr>
<td>Scientist</td>
<td>$75.00 - $105.00</td>
</tr>
<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>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$55.00 - $75.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$50.00 - $70.00</td>
</tr>
</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.
<table>
<thead>
<tr>
<th>Item</th>
<th>Cost basis</th>
<th>Std charge</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Computer Usage</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AutoCAD/Intergraph</td>
<td>Cost/Usage</td>
<td>$15.00/hr</td>
</tr>
<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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photocopies, Fax, Phone, Scans, Postage</td>
<td>Equipment/Material</td>
<td>1% of labor</td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile Travel</td>
<td>Mileage</td>
<td>$0.65/mi (3)</td>
</tr>
<tr>
<td>Public Transportation</td>
<td></td>
<td>Cost + 10%</td>
</tr>
<tr>
<td>Subsistence and Lodging</td>
<td></td>
<td>Cost + 10%</td>
</tr>
<tr>
<td>Survey Vehicles</td>
<td>Mileage</td>
<td>$0.92/mi (4)</td>
</tr>
<tr>
<td><strong>CADD Plotting/Chart Reproduction</strong></td>
<td></td>
<td>$0.35/sq ft</td>
</tr>
<tr>
<td>Bond (black &amp; white)</td>
<td>Equipment/Labor/Material</td>
<td></td>
</tr>
<tr>
<td>Bond (color)</td>
<td>Equipment/Labor/Material</td>
<td></td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td></td>
<td>$1.25/sq ft</td>
</tr>
<tr>
<td>GEM 2000 Landfill Gas Monitor</td>
<td>Equipment/Material</td>
<td>$350/day</td>
</tr>
<tr>
<td>TVA 1000 Thermoanemometer</td>
<td>Equipment/Material</td>
<td>$300/day</td>
</tr>
<tr>
<td>GPS Survey</td>
<td>Equipment</td>
<td>$350/day</td>
</tr>
<tr>
<td>Equipped Landfill Vehicle, includes ATV,</td>
<td>Equipment</td>
<td>$100/day</td>
</tr>
<tr>
<td>Depth to Leachate Gauge, small generator,</td>
<td></td>
<td>Standard Resource</td>
</tr>
<tr>
<td>small air compressor, batteries and purge</td>
<td></td>
<td>Charge or Rental +</td>
</tr>
<tr>
<td>pump</td>
<td></td>
<td>Shipping + 10%</td>
</tr>
<tr>
<td><strong>Subconsultants (drilling, laboratory, etc.)</strong></td>
<td></td>
<td>Cost + 10%(5)</td>
</tr>
<tr>
<td><strong>Outside Printing Costs</strong></td>
<td></td>
<td>Cost + 10%</td>
</tr>
<tr>
<td><strong>Specialty Mailing Services</strong></td>
<td></td>
<td>Cost + 10%</td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
<td></td>
<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 facsimile sending and receiving; 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 APPROVAL

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

AGENDA DATE REQUESTED: December 4, 2013

ACTION REQUESTED: Approve of FY2014 Committee Budget and Receive and File 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 is 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 Estimated 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>
<td>$440,750.00</td>
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<tr>
<td>Retroactive 2013 Host fees (2013 @ 215,000 tons)</td>
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<tr>
<td>Leases</td>
<td>$4,685.00</td>
<td>$5,725.00</td>
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<td>$6,125.00</td>
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<tr>
<td>Interest Earned</td>
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<td></td>
</tr>
<tr>
<td>On Cash Balance</td>
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<td></td>
<td>$890.95</td>
<td>$800.00</td>
</tr>
<tr>
<td>On Illinois Funds</td>
<td></td>
<td></td>
<td>$4.00</td>
<td></td>
</tr>
<tr>
<td>Other Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$336,215.00</td>
<td>$286,650.00</td>
<td>$329,516.36</td>
<td>$587,425.00</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2012 BUDGET</th>
<th>2013 BUDGET</th>
<th>2013 Estimated Actual</th>
<th>2014 Budget with retroactive Host Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Personnel</td>
<td>$132,600.00</td>
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### SURPLUS/DEFICIT

| SURPLUS/DEFICIT                                  | (467,685.00) | (245,688.02) | (15,756.82)           | (47,841.00)                            |

---

* 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.
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**Revenue Model VM data**

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## Pecoria City-County Landfill
### 2012 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.

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### Assumptions:
1. 2013 Dollars
2. No cost adjustments in 2013, 2014 and retroactive
3. LF2 to LF3 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

X:\JEFF\2013\13P\001-003 Budget FY2014\1 Revised budgets for multiple options\Long Term 11-15-2013.xls

Page 1

11/15/2013
### Long Term Budget Case B 2013 Settlement with continued reimbursement to City/County after transition.

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**Assumptions:**
1. 2013 Costs
2. 2013 test fee increase with retroactive
3. LF 2 to LF 3 Transition
4. $200,000 and $200,000 project costs 2014
5. City and County Reimbursed after transition
6. 2% increase each year in City and County payments

---

X:\PEVE\2015\133001-010100 Budget FY2014\Minutes budgets for multiple options\Long Term 11-13-2013.xlsx
11/15/2013

Page 1
### Long Term Budget CASE C 2014 settlement and NO reimbursement to City/County after transition.

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Assumptions:
1. 2013 Dollars
2. No food fee increase in 2013, 2014 and retroactive
3. LF E to LF F Travail
4. $200,000 and $300,000 project costs 2014
5. City and county 2014 Reimbursed after transition
6. 2% increase each year in City and County payments

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

X:\FY2015\00\1\00\1\00\Budget\FY2014\aj\Long Term Budget Plan FY2014\aj\Long Term Budget FY2014 11/15/2013.xls