WEDNESDAY, NOVEMBER 21, 2012
8:30 A.M.

DATES SET:

WEDNESDAY, DECEMBER 19, 2012 @ 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 16, 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, FEBRUARY 20, 2012 @ 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

To access electronic Agenda & Minutes (only):
1. www.ci.peoria.il.us
2. Click “Government” tab @ top left
3. Choose “Departments H-Z” for drop-down window to appear
4. Roll cursor over to “Public Works” for another drop-down window to appear
5. Roll cursor over to “Boards & Commissions”
6. Roll cursor over to “Landfill Committee”
7. Scroll to the bottom of the screen. Under “Agenda & Minutes” will be a list of the .pdf postings.
8. Select desired document and double click to open.

*CITIZENS WISHING TO ADDRESS AN ITEM NOT ON THE AGENDA SHOULD CONTACT A COMMITTEE MEMBER PRIOR TO THE MEETING. ALL OTHER PUBLIC INPUT WILL BE HEARD UNDER PUBLIC COMMENT 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.
PEORIA CITY/COUNTY LANDFILL COMMITTEE MEETING
DRIES LANE FACILITY CONFERENCE ROOM

NOVEMBER 21, 2012
8:30 AM

ATTENDANCE

ANNOUNCEMENTS, ETC.

CITIZENS’ OPPORTUNITY TO ADDRESS THE COMMITTEE

MINUTES
REQUEST FOR APPROVAL OF THE PEORIA CITY/COUNTY LANDFILL MINUTES
Dated: October 17, 2012

AGENDA ITEMS

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

ITEM NO. 2 LANDFILL BUDGET DISCUSSION
A. APPROVAL OF THE 2013 LANDFILL BUDGET

ITEM NO. 3 APPROVAL OF FOTH INFRASTRUCTURE & ENVIRONMENT 2013 ENGINEERING SERVICES AGREEMENT

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.
A. UPDATE ON IEPA PERMIT APPLICATION DEVELOPMENT
UNFINISHED BUSINESS

NEW BUSINESS

NEXT MEETING

ADJOURNMENT

EXECUTIVE SESSION
Peoria, Illinois, October 17, 2012, a Peoria City/County Landfill Committee Meeting was held this date at 8:31 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: Les Bergsten, Bob Akers (arrived at 8:40 am), Stephen Morris, Lynn Scott-Pearson, Ryan Spain, Steve Van Winkle and Timothy Riggenbach - 7.

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

Other interested parties: Simon Alwan, Joyce Blumenshine, Dan Erni, Rick Fox, Joyce Harant, Steve Harenberg, Steve Matheny, Patrick Sloan, Mike Wiersema and Jerry Wyatt.

ANNOUNCEMENTS

NONE.

CITIZENS’ OPPORTUNITY TO ADDRESS THE COMMITTEE

Chairman Bergsten opened the floor to any citizens who wished to address the Landfill Committee members.

Mr. Rick Fox, of Peoria Families against Toxic Waste, expressed concern regarding false positives as it relates to the total potassium, total vanadium and oil (hexane) referenced in the communication. Since it has been re-sampled, he questioned why it would still be considered as a false positive, if has been reconfirmed.

MINUTES

Mr. Van Winkle moved to approve the minutes of the Regular Peoria City/County Landfill Committee Meeting held on September 19, 2012, with corrections on page three (3), tenth paragraph, should read the City Council and the County Board for approval; seconded by Mr. Morris.

Approved by viva voce vote.
AGENDA ITEMS

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

A. SPECIAL WASTE APPROVALS AS NEEDED

Mr. Alwan stated that there were eight new profiles, which required the Committee’s approval. Profiles 1, 2, 3 and 6 were submitted by Peoria City/County Landfill No. 2 for used filters, empty aerosol cans and absorbent materials, which were repeated events. Foth had no technical objections. Profiles 4, 5, 7 and 8 were submitted by Waste Management of Peoria for empty aerosol cans, empty drums/containers, spent absorbent materials and used filters, which were repeated events. Foth had no technical objections.

Mr. Morris moved to approve the special waste approvals for Peoria City/County Landfill No. 2 and Waste Management of Peoria waste streams, as outlined; seconded by Mr. Riggenbach.

Approved by viva voce vote.

B. QUARTERLY GROUNDWATER UPDATE

Mr. Alwan gave a brief overview of the 3rd quarter groundwater update for Landfill No. 1. He explained that one requirement of the landfill permit was to sample the groundwater wells. He further explained that the groundwater wells were inspected on a semi-annual basis (2nd and 4th quarters to detect any potential discharge, release, or leak into the groundwater within the facility. He stated that the samples were tested for concentration of a number of parameters, as outlined in the permit. Once the samples are tested, he said the results are compared to their respective Applicable Groundwater Quality Standard (AGQS); which is considered Detection Monitoring or Routine Sampling.

Mr. Alwan stated that if a well was found to have a parameter above its AGQS value, then it was considered as an observed increase and would need to be re-sampled. He explained that the well would be re-sampled the next quarter for that specific parameter. He further explained if the result returned below the AGQS value, then there was no increase at the well and it was returned to detection monitoring; however, if the result returned above the AGQS, then it would be considered as a confirmed increase and the well is moved into assessment monitoring.

Mr. Alwan stated that, when a confirmed increase is received, a notification is sent to the IEPA and an assessment is proposed. He explained that the well would then be sampled on a quarterly basis instead of semi-annually, but its assessment could also include installing nearby temporary wells to sample or any other means to investigate the higher concentrations and to determine the cause of the increase. He further explained that assessment monitoring could vary. At the end of the assessment monitoring period, he said a report would be submitted to IEPA for approval which would propose either the well return to detection monitoring, or a new AGQS value for that parameter, or corrective action for the well.

Mr. Alwan stated that corrective action for a well, with IEPA approval/direction, can involve a variety of actions and the length of time a well is in corrective action can vary greatly. Once the
correction action period has concluded, a report is submitted to IEPA for approval to propose
the well return to detection monitoring, said Mr. Alwan.

In summary, the 3rd quarter monitoring results indicate several type of situation: 1) False
Positives and AGQS Adjustments; Corrective Action Underway, Chloride, Total Potassium,
Total Vanadium and Oil (Hexane).

Mr. Alwan pointed out that the Committee was responsible for assessment monitoring costs
that arise based on confirmed increased; and, by contract with the Committee, Waste
Management was responsible for routine groundwater sampling and re-samples at Landfill No.
1. However, he said, assessment monitoring that arise based on increases confirmed by re-
sampling were the responsibility of the Committee.

C. PERMIT APPROVALS

Mr. Alwan stated that there were two (2) reports that required Mr. Bergsten’s signature: 1) PCC
LF1 – Construction Quality Assurance (CQA) Report for the GCCS Improvements and Well
Decommission Project and 2) PCC LF1 – Significant Modification Permit Applications to present
the Assessment Monitoring plan for groundwater wells G05S and G24S.

Mr. Alwan stated that Joe Coleman and Son installed a new header line, new lateral lines, one
new condensate sump and one new pump. In addition, he said they fully decommissioned 70
gas collection wells and partially decommissioned 13 existing wells. He further explained that
the report provided documentation from Foth’s construction observation activities as evidence to
IEPA that the improvements were constructed according to the specifications and the CAQ
Plan.

Mr. Alwan explained that Well G05S had a confirmed increase for Total Potassium and Total
Vanadium. Also, he said Well G24S had a confirmed increase for Oil (Hexane) in the 3rd quarter
of 2012. He stated the permit application would address the assessment monitoring plan that
would begin in the fourth quarter of 2012.

Mr. Van Winkle moved to approve Foth’s report and securing Mr. Bergsten’s signature;
seconded by Ms. Scott-Pearson.

Approved by viva voce vote

ITEM NO. 2: LANDFILL BUDGET DISCUSSION

Mr. Smith gave a brief overview of the budget. He stated that year-end balance was projected
to be $162,953. He stated the proposed budget for 2013 was $641,920 and he explained that
the funds would be depleted by October, 2013, based on assumed revenue and projected
expenses.

Mr. Morris commented that he and Ms. Scott-Pearson has kept the County Board up-to-date of
the financial status of the Landfill.
Mr. Spain stated that he has discussed the budget issues with the City Council. He stated that the Council had expressed concerns as related to the Landfill being a liability to the taxpayers of the City of Peoria.

Mr. Bergsten stated that the good news was that the Landfill would remain in operation until October 2013. He questioned whether the City or County would be supportive in giving some relief to cover salaries of individuals involved with the Landfill.

Mr. Spain stated that the City Council was not interested in doing a budget amendment to sustain the operations of the Landfill. He explained that the Landfill would remain on “life support” for the time being. He stated that he was not comfortable with approving a budget with a deficit that would eventually have to rely on funding from the City and the County. He stated that the Landfill was an entity that was making money somewhere and it needed help in getting back on track; however, he said he was interested in feedback from the Operator regarding the deficit budget. He said he felt that it did not reflect adequate execution of their agreement to operate the Landfill.

Mr. Bergsten explained that the primary expense was Landfill #1, for which the City and the County were responsible; however, there were no significant violations with Landfill #2. He explained that RTC walked away from the City and the County, which had left these entities responsible. As citizens, County Board and Council Members, he said he felt there was a level of responsibility to operate the Landfill. He stated that he hoped they would have someone interested in the gas. He further explained that they had worked diligently for 35 years and he reiterated that there was no anticipation that the RTC would walk away from the Landfill.

Mr. Wiersema stated that it was not Waste Management’s position and he stated that the respect the Committee. He explained that, when PCC2 was brought to light, it was to serve as a revenue generator and to help with closure cost. He further explained that the Committee did not have closure costs for Landfill #1; unfortunately, he said some bad things happened. He said the gas plant operator held them hostage and cost had escalated. He stated that their revenue has dwindled a little; however, he thought the revenue had been fairly consistent to what had been anticipated. He stated that it was never intended for PCC2 to subsidize these expenses. He said he did not feel the Landfill was performing poorly. He stated that PCC1 had become a big drain on the Committee; unfortunately, WM was not generating enough to offset the cost. Several years ago, he said RTC was involved and there was no gas system. He felt that the Committee had done an excellent job with making the Landfill environmentally safe. He stated that the root cause of the problem was not PCC2, but stated that there were some issues to be resolved and that they were trying diligently to do so. He stated they were generating revenue; however, it was not what the Committee desired. He felt that everyone was in the mode of pointing the finger, but he said he hoped that they could sit down and discuss it further, at some point.

Mr. Spain moved to defer the Landfill Budget – 2013 for one month; seconded by Mr. Morris.

Approved by viva voce vote.

**ITEM NO. 3: LANDFILL GAS ALTERNATIVES**

Mr. Sloan stated that there was no report, but that he should have an update next month.
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 September 2012.

B. PERMIT APPROVALS AS NEEDED

Mr. Matheny stated that they did not anticipate any other permit requests. He asked the Committee to allow administrative approval of permits for signature by City Designee, after review by FOTH, if permits were required prior to the November meeting.

Mr. Spain thanked Mr. Matheny for the report back showing the in-county volume versus the out of county volume.

In discussion with Mr. Van Winkle regarding the fire at the landfill, Mr. Wiersema stated that the fire destroyed a semi-trailer and damaged a conveyor belt. He stated that the source of the fire was contributed to materials still burning in a barrel that remained in the conveyor.

Mr. Spain moved to approve Waste Management’s report; seconded by Mr. Morris.

   Approved viva voce vote.

ITEM NO. 5: REPORT FROM PEORIA DISPOSAL CO.

A. UPDATE ON IEPA PERMIT APPLICATION DEVELOPMENT

Mr. Harenberg stated that a meeting had been scheduled with Shaw and Foth to discuss Foth’s reviews. He stated they would make a presentation at the next scheduled Landfill meeting; however, the Committee may need to schedule a meeting in December to approve the application.

Mr. Bergsten stated that the Committee would discuss scheduling the December meeting at the next Landfill meeting.

Mr. Morris moved to receive and file the monthly activity report by PDC; seconded by Mr. Van Winkle.

   Approved by viva voce vote.

UNFINISHED BUSINESS

NONE
NEW BUSINESS

NONE

NEXT MEETING

Mr. Bergsten stated the next regularly scheduled meeting would be held on Wednesday, November 21, 2012, 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.

Ms. Scott-Pearson moved to adjourn the regular Peoria City/County Landfill Committee Meeting, to go into Executive Session to Discuss 2(c)(1) Litigation, not returning to Regular Session; seconded by Mr. Morris.

Approved by viva voce vote.

ADJOURNMENT

The regular landfill Committee meeting adjourned at 9:28 a.m.

Lester D. Bergsten, Chairman

/ss
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Simon Alwan, PE, Environmental Engineer, Foth

AGENDA DATE REQUESTED: November 21, 2012

ACTION REQUESTED: Special Waste Permit Approvals

BACKGROUND: Memorandum attached. There is one new profile(s) requiring Committee approval. Action is required

Memorandum also includes one profile(s) granted administrative approval. No action is required.

FINANCIAL IMPACT: N/A
MEMORANDUM

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

FROM: Simon Alwan, P.E.

SUBJECT: Special Waste Permits

Waste Management has presented the following waste stream(s).

New Profiles for Approval (Action is Necessary):

1.

| SC2 Inc.  
200 Carver Lane  
East Peoria, IL 61611 | Blasting Dust/Grit |
| Application  
Dated: 10/16/2012  
Received: 10/19/2012 | Blasting Industrial Parts |
| Source: Tazewell  
Type: Non-Special  
Profile #: 605436IL | Expected  
Quantity = 4 drums/month  
Frequency = Repeat Event |
| Subject to County Fee = yes  
Last Tested = NA | |

Comments: This waste stream is certified by the generator as non-special based on MSDS’s and analytical. We have no technical objections to this waste stream. Action is required.
Administrative Approval (No Action is Required):

1.

<table>
<thead>
<tr>
<th>Village of Creve Coeur</th>
<th>Spent Abrasive</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 N. Thorncrest (Water Tower Site)</td>
<td></td>
</tr>
<tr>
<td>Creve Coeur, IL 61610</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application</th>
<th>Sandblasting interior water tower</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dated: 11/01/2012</td>
<td></td>
</tr>
<tr>
<td>Received: 11/01/2012</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source: Tazewell</th>
<th>Expected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type: Non-Special</td>
<td>Quantity = 24 Tons</td>
</tr>
<tr>
<td>Profile # 606859IL</td>
<td>Frequency = One Time Event</td>
</tr>
</tbody>
</table>

| Subject to County Fee = yes |         |
| Last Tested = NA |               |

Comments: This waste stream is certified by the generator as non-special based on analytical data. We have no technical objections to this waste stream. Administrative approval was granted by Mr. Jeff Smith on November 7, 2012. No action is required.

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: SC2 Inc.
2. Site Address: 200 Center Lane
   East Peoria, IL 61611
3. County: Tazewell
4. Contact Name: Kurt Wolf
5. Email: kwolf@sc2services.com
6. Phone: 309-699-3984
7. Fax: 309-699-3984
8. Generator EPA ID: ILD1435402589
9. State ID: N/A

C. MATERIAL INFORMATION
1. Common Name: Blasting Dust/Slurry
2. Material Composition and Contaminants: Blasting Industrial Paints
3. State Waste Codes: N/A
4. Color: Any and all
5. Physical State at 70°F: Solid
6. Free Liquid Range Percentage: N/A (Solid)
7. pH: N/A (Solid)
8. Strong Odor: Yes
9. Flash Point: ≤10° F
10. Analytical and Other Representative Information
2. Other information attached (such as MSDS)? Yes

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

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

Name (Print): Michael J. Rose
Title: Purchasing Manager
Company: SC2 Inc.

Certification Signature

Last Revised April 30, 2012
© 2012 Waste Management, Inc.
C. MATERIAL INFORMATION
Describe Process Generating Material (Continued from page 1):
If more space is needed, please attach additional pages.

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

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

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

   b. Is the material subject to the Alternative Debris standards (40 CFR 268.45)?
      □ Yes □ No

c. Is the material subject to the Alternative Soil standards (40 CFR 268.49)? □ Yes □ No
   □ Yes □ No
   - If Yes, complete question 4.

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

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

3. Excluded Waste □ Please select which of the following categories apply to your material:
   □ Delisted Hazardous Waste
   □ Excluded Waste under 40 CFR 261.4 □ Specify Exclusion:
   □ Treated Hazardous Waste Debris
   □ Treated Characteristic Hazardous Waste □ If checked, complete question 4.

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

5. Benzene NESHAP □ Please include benzene concentration and percent water/moisture in chemical composition,
   a. Are you a TSDF? □ If yes, complete Benzene NESHAP questionnaire. If not, continue,
   b. What is your facility’s current total annual benzene quantity in Megagrams? □ <1 Mg □ 1–9.99 Mg □ >10 Mg
   □ Yes □ No

   c. Is this waste soil from remediation at a closed facility?
      □ Yes □ No

   d. Has material been treated to remove 99% of the benzene or to achieve <10 ppmw?
      □ Yes □ No

   e. Is material exempt from controls in accordance with 40 CFR 61.342?
      □ Yes □ No

   f. Based on your knowledge of your waste and the BWON regulations, do you believe that this waste stream is subject to
      treatment and control requirements at an off-site TSDF?
      □ Yes □ No

6. 40 CFR 63 GGGGG □ Does the material contain <500 ppv V0HAPs at the point of determination?

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

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

THINK GREEN:
QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Last Revised April 30, 2012
©2012 Waste Management, Inc.
Profile Addendum: State of Illinois
GENERATOR’S NON-SPECIAL WASTE CERTIFICATION

F. Additional Waste Stream Information

Profile Number: 605436IL

Generators Name: SC2 Inc.

Generators SITE Address: 200 Carver Lane, East Peoria, IL
(The location where the waste is generated)

Waste Name: Blasting Dust/Grit

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) Michael J. Rose

Signature: [Signature]

Title: Purchasing Manager

Date: 10/16/12
Requested Facility: Peoria City - County #2 Landfill

A. GENERATOR INFORMATION (MATERIAL ORIGIN)
1. Generator Name: Village of Creve Coeur
2. Site Address: 101 N. Thornecrest (Water Tower Site)
   (City, State, ZIP) Creve Coeur IL 61610
3. County: ________
4. Contact Name: Mark Menard
5. Email: ________
6. Phone: (815) 970-8555 7. Fax: ________
8. Generator EPA ID: ________ 9. N/A
9. State ID: ________ N/A

B. BILLING INFORMATION
1. Billing Name: Maxcor, Inc.
2. Billing Address: PO Box 1350
   (City, State, ZIP) Perry GA 31069
3. Contact Name: John Sullivan
4. Email: john@maxcor-inc.com
5. Phone: (815) 838-4370 6. Fax: (815) 838-4616
7. WM Hauled? Yes No
8. P.O. Number: ________

C. MATERIAL INFORMATION
1. Common Name: Spent Abrasive
   Describe Process Generating Material: See Attached
   Sandblasting interior of water tower
2. Material Composition and Contaminants: See Attached
   1. Coal Slag Abrasive 0-90%
   2. Paint Chips 91-92%
   3. General Trash (paper, empty cans, etc.) 93-100%
   4. ________ ≥100%
3. State Waste Codes: N/A
4. Color: Black
5. Physical State at 70°F: Solid Liquid Other: ________
6. Free Liquid Range Percentage: ________ to ________ N/A (Solid)
7. pH: ________ to ________ N/A (Solid)
8. Strong Odor: Yes No Describe: ________
9. Flash Point: <140°F 140°-199°F ≥200° N/A (Solid)

D. REGULATORY INFORMATION
1. EPA Hazardous Waste? Yes No
   Code: ________
2. State Hazardous Waste? Yes No
   Code: ________
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. CERCLA or State-mandated clean-up? Yes No
8. NRC or State-regulated radioactive or NORM waste? Yes No

*If Yes, see Addendum (page 2) for additional questions and space.

   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: Frible Yes: Non-Frible No

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION
1. Analytical attached Yes
   Please identify applicable samples and/or lab reports:

2. Other information attached (such as MSDS)? Yes

F. SHIPPING AND DOT INFORMATION
1. One-Time Event Repeat Event/Ongoing Business
2. Estimated Quantity/Unit of Measure: 24
   Tons Yards Drums Gallons Other: ________
3. Container Type and Size: Live Load Dump Trailer
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 contain true and accurate descriptions of this material, and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261 - Appendix A or by using an equivalent method. All changes occurring in the character of the material (i.e., changes in the process or new analytical) will be identified by the Generator and be disclosed to Waste Management prior to providing the material to Waste Management.

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

Name (Print): John Sullivan Date: 11/01/2012
Title: General Manager
Company: 21745 S. Morin Dr.

THINK GREEN: QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Certification Signature

Last Revised June 6, 2012 ©2012 Waste Management, Inc.
Profile Addendum: State of Illinois
GENERATOR’S NON-SPECIAL WASTE CERTIFICATION

F. Additional Waste Stream Information

Profile Number: 606859IL

Generators Name: Village of Creve Coeur

Generators SITE Address: 101 N. Thorncrest, Creve Coeur, IL (Water Tower Site)
(The location where the waste is generated)

Waste Name: Spent Abrasive

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) John Sullivan
Title: General Manager
Signature: [Signature]
Date: 11-1-12
November 7, 2012

TO: Jeff Smith, City of Peoria

CC:

FR: Simon Alwan, P.E.

RE: Peoria City/County Landfill #2
Non-Special Waste - Request for Administrative Approval
Profile No. 606859IL – Creve Coeur

Waste Management has presented the attached profile and requested administrative approval to allow the generator to dispose of the material.

The profile covers disposal of spent abrasive. The waste mainly consists of sandblasting waste from the interior of a water tower. The project is near completion and the crew will no longer be on site. The profile is considered non-special based on analytical data. The analytical showed TCLP metals were either not detected or below regulatory limits. The sample taken was representative of the waste stream. We have no technical objection to this waste stream. Action is required.

This memo and your subsequent response will serve as the official administrative approval and will be forwarded to the Committee in this month’s packet.

Notes:

• Committee approval does not relieve the Generator and Landfill Operator from complying with all applicable laws and regulations

The information contained in this memorandum is considered privileged and confidential and is intended only for the use of recipients and Foth.

2314 West Altorfer Drive
Peoria, IL  61615
(309) 691-5300 • Fax: (309) 691-1892
Profile No. 606859IL is granted administrative approval in accordance with the email from Jeff Smith below. Administrative approval does not relieve the facility operator or the generator from complying with all applicable laws and regulations.

Simon Alwan, P.E.
Project Civil Engineer
Foth Infrastructure & Environment, LLC
2314 West Altorfer Drive
Peoria, IL 61615
Phone: (309) 683-1660 / Fax: (309) 691-1892 http://www.foth.com

----Original Message----
From: Jeffrey Smith [mailto:jmsmith@ci.peoria.il.us]
Sent: Wednesday, November 07, 2012 2:31 PM
To: Alwan, Simon J
Subject: Re: Request for Administrative Approval - 606859IL Creve Coeur

Approved


> Jeff - Please review this attachment for administrative approval. The prior attachment did not have the waste profile included. Please review and respond. Thanks.
> > Simon Alwan, P.E.
> > Project Civil Engineer
> > Foth Infrastructure & Environment, LLC
> > 2314 West Altorfer Drive
> > Peoria, IL 61615
> > Phone: (309) 683-1660 / Fax: (309) 691-1892
> >
> >
> >
> >
> >
> > IMPORTANT NOTICE
> > This communication including any attachments, (E-mail) is confidential and may be proprietary, privileged or otherwise protected from disclosure. If you are not the intended recipient, please notify the sender, permanently delete this E-Mail from your system and destroy any copies. Any use of this E-Mail, including disclosure, distribution or replication, by someone other than its intended recipient is prohibited.
> >
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Simon Alwan, P.E., Foth

AGENDA DATE REQUESTED: November 21, 2012

ACTION REQUESTED: Approval for Mr. Lester Bergsten’s Signature on the following Report(s):

- PCC LF1 – Significant Modification Permit Application to present the Assessment Monitoring report for groundwater wells G15S.

BACKGROUND: Wells G15S is currently in assessment monitoring for dissolved chloride. Assessment monitoring began in the first quarter of 2012. The significant modification permit application will discuss the data collected during the monitoring period. The permit application is due to the agency by December 15, 2012.

At this time we do not anticipate needing additional signatures prior to the next meeting, but would request approval should the need arise.

FINANCIAL IMPACT: N/A
To: Peoria City/County Landfill Committee Members  
From: Jeffrey Smith, PE and Patrick Sloan, PE  

AGENDA DATE REQUESTED: November 21, 2012  
ACTION REQUESTED: Approve the Landfill 2013 Budget  

BACKGROUND: The Committee requested regular financial updates at their July, 2012, meeting. Attached to this communication is a projection of revenues, expenses, and cash balance on a month-by-month basis for 2012 and 2013. These estimates are based on completing work as planned in 2012 and continuing to complete work in 2013.  

DISCUSSION: The 2012 Landfill Fund – Revenue and Expense Summary is attached. Projected revenues and expenses are shown in red text. The year-end balance is projected to be $162,953.  

Monthly 2013 Revenue and Expenses were projected using the same format. The amounts previously proposed for the 2013 Budget were used (provided for the August 15, 2012, meeting) with the addition of the City and County reimbursements. The proposed 2013 Budget is also attached. The total amount budgeted for 2013 under this scenario is $641,920.  

The fund is projected to run out of money during October 2013, based on the assumed revenue and projected expenses, which are based on the proposed budget.  

The 2013 budget is similar to 2012 with the following comments:  

- The payments to the City and County in both 2012 and 2013 are proposed to continue.  
- Host Fees – Revenue is expected to go down $40,000 due to a downward trend in tons of waste received by the landfill.  
- Engineering fees for normal operations expense were increased by $8,000 to cover additional assistance on financial matters and periodic review of Contractor operations (WMI and PDC).  
- Expansion, RTC & Contingency expenses are projected to decrease ($25,000), because most of the review of the Landfill No. 3 plans is substantially complete.  
- Landfill #1 Leachate Operations & LFG Operations expenses are projected to decrease by $5,000 due to the improved efficiencies realized with the 2012 system improvements.  
- GCCS Rehabilitation work is projected to be $80,000 less, because less construction will be required.  
- Leachate Extraction Improvements are also expected to be less, resulting in a line item decrease of $70,000.
FINANCIAL IMPACT: Approve the budget approach and recommend passage of the 2013 Landfill Budget by the City Council and the County Board.
## Landfill Fund - Revenue & Expense Summary - 2012
Wednesday, November 21, 2012

### Revenues

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>JANUARY</th>
<th>FEBRUARY</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>(Estimated $) NOVEMBER</th>
<th>(Estimated $) DECEMBER</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Host Fees ($1.50/ton)</td>
<td>22,867.70</td>
<td>21,143.96</td>
<td>18,845.40</td>
<td>23,637.62</td>
<td>22,493.45</td>
<td>26,624.04</td>
<td>25,410.24</td>
<td>31,517.51</td>
<td>28,932.62</td>
<td>23,091.33</td>
<td>25,936.26</td>
<td>18,000.00</td>
<td>288,500.13</td>
</tr>
<tr>
<td>Leases</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interest Earned</td>
<td>105.31</td>
<td>99.02</td>
<td>102.25</td>
<td>120.78</td>
<td>123.66</td>
<td>122.54</td>
<td>139.22</td>
<td>131.40</td>
<td>102.22</td>
<td>110.55</td>
<td>100.00</td>
<td>100.00</td>
<td>1,356.95</td>
</tr>
<tr>
<td>On Illinois Funds</td>
<td>0.05</td>
<td>0.04</td>
<td>0.05</td>
<td>0.04</td>
<td>0.05</td>
<td>0.04</td>
<td>0.04</td>
<td>0.06</td>
<td>0.06</td>
<td>0.06</td>
<td>0.06</td>
<td>0.06</td>
<td>0.59</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,100.00</td>
<td>525.00</td>
<td>400.00</td>
<td>-</td>
<td>2,625.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6,650.00</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>22,973.06</td>
<td>21,243.02</td>
<td>18,947.70</td>
<td>26,858.44</td>
<td>23,142.15</td>
<td>27,146.63</td>
<td>28,174.50</td>
<td>31,648.95</td>
<td>29,034.90</td>
<td>23,201.94</td>
<td>26,036.32</td>
<td>18,100.00</td>
<td>296,507.67</td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>JANUARY</th>
<th>FEBRUARY</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>(Estimated $) NOVEMBER</th>
<th>(Estimated $) DECEMBER</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Personnel</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Country Personnel</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>City Audit</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Property Management Expenses</td>
<td>-</td>
<td>-</td>
<td>347.66</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>347.66</td>
</tr>
<tr>
<td>Engineering &amp; Operations</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Operations</td>
<td>7,526.27</td>
<td>4,729.57</td>
<td>8,111.73</td>
<td>7,195.51</td>
<td>4,174.43</td>
<td>4,266.95</td>
<td>8,441.32</td>
<td>6,686.89</td>
<td>4,236.82</td>
<td>4,529.42</td>
<td>5,000.00</td>
<td>4,000.00</td>
<td>68,898.91</td>
</tr>
<tr>
<td>Expansion, RTC &amp; Contingency</td>
<td>937.20</td>
<td>1,217.95</td>
<td>1,291.59</td>
<td>527.73</td>
<td>1,196.37</td>
<td>917.43</td>
<td>885.89</td>
<td>10,539.20</td>
<td>7,130.57</td>
<td>6,147.45</td>
<td>8,000.00</td>
<td>8,000.00</td>
<td>46,791.38</td>
</tr>
<tr>
<td>Groundwater Assessments</td>
<td>3,589.87</td>
<td>2,682.12</td>
<td>2,605.47</td>
<td>1,982.03</td>
<td>1,025.00</td>
<td>2,309.98</td>
<td>10,005.68</td>
<td>1,075.64</td>
<td>754.32</td>
<td>3,397.22</td>
<td>5,000.00</td>
<td>4,000.00</td>
<td>39,025.33</td>
</tr>
<tr>
<td>LF &amp; Leachate Ops. &amp; LFG Ops.</td>
<td>15,650.49</td>
<td>10,085.56</td>
<td>13,322.84</td>
<td>9,929.03</td>
<td>10,156.69</td>
<td>14,287.82</td>
<td>8,860.67</td>
<td>6,113.54</td>
<td>9,115.16</td>
<td>15,343.90</td>
<td>15,000.00</td>
<td>10,000.00</td>
<td>137,788.70</td>
</tr>
<tr>
<td>Dam Modifications</td>
<td>1,029.78</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>341.67</td>
<td>133.20</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,504.65</td>
</tr>
<tr>
<td>Contracted Construction</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Post Closure Care</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Groundwater Contingency</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Landfill Gas Flare &amp; Well Field</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Liquids &amp; Gas Replacement Materials</td>
<td>1,147.67</td>
<td>60.54</td>
<td>1,167.46</td>
<td>170.05</td>
<td>97.50</td>
<td>1,527.69</td>
<td>281.84</td>
<td>3,289.84</td>
<td>17,153.48</td>
<td>10,414.69</td>
<td>1,100.00</td>
<td>300.00</td>
<td>36,700.76</td>
</tr>
<tr>
<td>GCDC Rehabilitation</td>
<td>392.60</td>
<td>2,460.65</td>
<td>670.31</td>
<td>7,483.14</td>
<td>2,541.32</td>
<td>550.63</td>
<td>5,051.37</td>
<td>8,382.94</td>
<td>4,672.05</td>
<td>111,329.59</td>
<td>-</td>
<td>-</td>
<td>143,534.61</td>
</tr>
<tr>
<td>Leachate Extraction Improvements</td>
<td>744.68</td>
<td>-</td>
<td>1,017.99</td>
<td>2,706.88</td>
<td>4,521.95</td>
<td>926.68</td>
<td>573.31</td>
<td>-</td>
<td>2,799.09</td>
<td>708.53</td>
<td>16,000.00</td>
<td>5,000.00</td>
<td>34,999.11</td>
</tr>
<tr>
<td>Off Site Liquids Disposal</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>498.96</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Dam Modifications</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,600.00</td>
<td>3,600.00</td>
<td>7,698.96</td>
</tr>
<tr>
<td>Telephone</td>
<td>31.30</td>
<td>32.03</td>
<td>69.11</td>
<td>31.17</td>
<td>31.26</td>
<td>31.15</td>
<td>31.37</td>
<td>32.21</td>
<td>37.09</td>
<td>31.50</td>
<td>32.00</td>
<td>32.00</td>
<td>422.19</td>
</tr>
<tr>
<td>Electricity</td>
<td>313.60</td>
<td>398.39</td>
<td>393.75</td>
<td>1,022.46</td>
<td>462.70</td>
<td>603.38</td>
<td>641.35</td>
<td>657.84</td>
<td>610.54</td>
<td>653.95</td>
<td>610.00</td>
<td>610.00</td>
<td>6,977.96</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>31,363.46</td>
<td>21,589.82</td>
<td>28,997.91</td>
<td>31,389.67</td>
<td>24,328.42</td>
<td>25,421.71</td>
<td>34,772.80</td>
<td>36,778.10</td>
<td>47,008.08</td>
<td>152,556.25</td>
<td>54,942.00</td>
<td>205,242.00</td>
<td>694,390.22</td>
</tr>
</tbody>
</table>

### Excess Revenues over Expenses

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>(Estimated $) NOVEMBER</th>
<th>(Estimated $) DECEMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING CASH BALANCE</td>
<td>$618,141.85</td>
<td>$618,141.85</td>
</tr>
<tr>
<td>Cash</td>
<td>$598,799.53</td>
<td>$598,799.53</td>
</tr>
<tr>
<td>Illinois Funds</td>
<td>$636.61</td>
<td>$636.61</td>
</tr>
<tr>
<td>Landfill Royalty Fund (Escrow)</td>
<td>$18,705.71</td>
<td>$18,705.71</td>
</tr>
<tr>
<td>ENDING CASH BALANCE</td>
<td>$609,751.45</td>
<td>$609,751.45</td>
</tr>
<tr>
<td>Cash</td>
<td>$590,409.08</td>
<td>$590,409.08</td>
</tr>
<tr>
<td>Illinois Funds</td>
<td>$636.66</td>
<td>$636.66</td>
</tr>
<tr>
<td>Landfill Royalty Fund</td>
<td>$18,705.71</td>
<td>$18,705.71</td>
</tr>
<tr>
<td></td>
<td>2012 BUDGET</td>
<td>CURRENT QUARTER</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------</td>
<td>-----------------</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Host Fees ($1.50/Ton)</td>
<td>$331,530.00</td>
<td>$49,027.59</td>
</tr>
<tr>
<td>Leases</td>
<td>$4,685.00</td>
<td>-</td>
</tr>
<tr>
<td>Interest Earned</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>On Cash Balance</td>
<td>-</td>
<td>$110.55</td>
</tr>
<tr>
<td>On Illinois Funds</td>
<td>$-</td>
<td>$0.06</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>-</td>
<td>$2,625.00</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$336,215.00</td>
<td>$51,763.20</td>
</tr>
<tr>
<td><strong>EXPENSES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Personnel</td>
<td>$132,600.00</td>
<td>-</td>
</tr>
<tr>
<td>County Personnel</td>
<td>$35,700.00</td>
<td>-</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>City Audit</td>
<td>$2,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Property Management Expenses</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Engineering &amp; Operations</td>
<td>$70,000.00</td>
<td>$4,529.42</td>
</tr>
<tr>
<td>Expansion, RTC &amp; Contingency</td>
<td>$50,000.00</td>
<td>$6,147.45</td>
</tr>
<tr>
<td>Groundwater Assessments</td>
<td>$40,000.00</td>
<td>$3,397.22</td>
</tr>
<tr>
<td>LF # 1 Leachate Ops. &amp; LFG Ops.</td>
<td>$145,000.00</td>
<td>$15,343.90</td>
</tr>
<tr>
<td>Dam Modifications</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Contracted Construction</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Post Closure Care</td>
<td>$25,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Groundwater Contingency</td>
<td>$5,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Landfill Gas Flare &amp; Well Field</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Liquids &amp; Gas Replacement Materials</td>
<td>$15,000.00</td>
<td>$10,414.69</td>
</tr>
<tr>
<td>GCCS Rehabilitation</td>
<td>$130,000.00</td>
<td>$1,054.09</td>
</tr>
<tr>
<td>Leachate Extraction Improvements</td>
<td>$120,000.00</td>
<td>$708.53</td>
</tr>
<tr>
<td>Off-Site Liquids Disposal</td>
<td>$25,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Dam Modifications</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Telephone</td>
<td>$200.00</td>
<td>$31.50</td>
</tr>
<tr>
<td>Electricity</td>
<td>$8,400.00</td>
<td>$653.95</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$803,900.00</td>
<td>$42,280.75</td>
</tr>
<tr>
<td><strong>SURPLUS/(DEFICIT)</strong></td>
<td>($467,685.00)</td>
<td>$9,482.45</td>
</tr>
</tbody>
</table>
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Simon Alwan, P.E., Foth

AGENDA DATE REQUESTED: November 21, 2011

ACTION REQUESTED: Approval of Foth Infrastructure & Environment 2013 Engineering Services Agreement

BACKGROUND: The attached Agreement for Professional Services is the proposed agreement from Foth for continued engineering services in 2013.

FINANCIAL IMPACT: The services and cost estimates included in the agreement are in accordance with the proposed 2013 Committee budget that has been presented to the Committee.
AGREEMENT FOR PROFESSIONAL SERVICES  
(BETWEEN OWNER AND ENGINEER)

THIS IS AN AGREEMENT made as of November 21, 2012 between:

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

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

WHEREAS the OWNER intends to utilize the ENGINEER’s services for oversight and maintenance of Landfill No. 1 and contractor oversight for Landfill No. 2, the Compost Facility, and the Expansion Facility areas 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

Routine services shall include:
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, IEPA annual reports, leachate collection system operation/maintenance, landfill gas and Clean Air Act/Greenhouse Gas consultation.

Additionally, the following services are to be provided:

- **Landfill No. 1 Leachate & Landfill Gas Operations**: Operation of the flare at Landfill 1 to manage the landfill gas, including tuning and repair of the well field to effectively pull gas from all parts of the landfill and to address the offsite groundwater contamination. Ongoing leachate management to prevent damage to the gas system and maintain compliance with the site permit is included. ENGINEER will be responsible for management of the landfill gas system.

- **GCCS Rehabilitation and Leachate Extraction Improvements**: Design and oversight of Gas Collection and Control Systems (GCCS) Rehabilitation and Leachate Extraction Improvements. Continued improvement of the GCCS is needed to achieve and maintain compliance with the permit requirements. The Leachate extraction improvements will expand upon previous year’s improvements and further automate the system in Section I of the Landfill, which currently only has three manually operated extraction points.
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.

Compensation shall be provided on a time and materials basis for services authorized by the 2013 Peoria City-County Landfill Committee Budget as approved by the Peoria City Council and County Board. The budget for services and estimated compensation for 2013 are $353,000.00. No services will be provided exceeding the estimated compensation amount without prior notice and committee approval. The budgeted services including:

- Operations $ 78,000
- Expansion, RTC & Contingency $ 25,000
- Groundwater Assessments $ 44,000
- LF1 Leachate & LFG Operations $140,000
- Entrance Dam $ 1,000
- Liquids & Gas Replacement Materials $ 15,000
- GCCS Rehabilitation $ 10,000
- Leachate Extraction Improvements $ 10,000
- Offsite Liquid Disposal $ 30,000

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.

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): Patrick G. Sloan, P.E.
Title: Client Director

By: ________________________________

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

FOR OWNER:

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

By: ________________________________

Name (please print): Lester D. Bergsten
Title: Landfill Committee Chairman

By: ________________________________

Name (please print): ____________________________
Title: ____________________________
SECTION 1 DESCRIPTION OF SERVICES

1.1 General

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

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

1.2 Pertaining To The ENGINEER'S Services

1.2.1 ENGINEER agrees to perform all services in a thorough and professional manner and to hold OWNER harmless from any liens for materials and labor furnished by ENGINEER in connection with bill of work as submitted by the ENGINEER.

1.2.2 ENGINEER agrees to maintain insurance for public liability, property damage, workmen’s compensation, and professional errors and omissions insurance with respect to 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 agreements with other design professionals for performance of services on the PROJECT or on other projects. Where this subagreement would represent a major portion of the design work, ENGINEER shall receive approval of OWNER for this subagreement.

1.2.5 All documents including, but not limited to, drawings, specifications, electronic media, or other media furnished by ENGINEER pursuant to this Agreement are the property of ENGINEER and are the exclusive property of the ENGINEER. The ENGINEER grants to OWNER a nonexclusive license for OWNER's use of the documents on the PROJECT and other projects. Where this subagreement would represent a major portion of the design work, ENGINEER shall receive approval of OWNER for this subagreement.

1.2.6 When electronic data is to be furnished as a part of this agreement and/or addendum, ENGINEER shall hold liable for the completeness or correctness of the electronic media after an acceptance period of 30 days from delivery date. Hard copies of the documents or data files will be provided to OWNER at no additional cost.

During the 30 day Acceptance Period, any errors detected or problems with the media used, will be corrected by the ENGINEER as part of the basic agreement. Any changes requested after the Acceptance Period or a request for additional restored electronic files from archives will be considered additional services to be performed on a time and materials basis at the ENGINEER's standard cost plus terms and conditions.

The ENGINEER makes no warranty as to the compatibility of data files beyond that specified in this Agreement.

1.2.7 ENGINEER will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but the ENGINEER makes no assurances that those precautions are adequate to assure a contamination free transmission.

1.2.8 ENGINEER has not been retained or compensated to provide design and construction review services relating to safety precautions or to means, methods, techniques, sequences, or procedures, all as may be required for any person or entity other than the ENGINEER to perform their work, including but not limited to, temporary bracing methods, including, but not limited to, the result of a design error. In spite of this if any claims shall be brought against ENGINEER of that nature, OWNER agrees to indemnify and hold harmless ENGINEER from all claims, damages and expenses, including attorneys fees arising out of such claims, which claims, damages and expenses are the result of or attributable to the acts or omissions in whole or in part of any person or entity other than ENGINEER.

1.2.9 In the event OWNER fails to make payment due ENGINEER for services rendered under this Agreement, the ENGINEER may require OWNER to post a bond in an amount sufficient to cover the costs and expenses, which arise out of the act or omissions of ENGINEER.

1.2.10 It is hereby acknowledged that the ENGINEER has procured a professional liability insurance policy, including such claims, damages and expenses which arise out of the act or omissions of ENGINEER.

1.2.11 When questions of disputed claims arise between the parties to this Agreement, consulting engineers may be employed to evaluate the validity of such claims and render a decision.

1.3 Pertaining To The Owner

1.3.1 OWNER shall provide at OWNER's expenses, unless ENGINEER has specifically included them in Addenda to this Agreement and in such a manner that ENGINEER may rely upon them in the performance of his services under this Agreement, all criteria, design, and construction standards including full information as to OWNER's requirements for the PROJECT and any applicable laws or codes and procedures governing asbestos. Such information may include but not be limited to:

a. A complete survey of the PROJECT site which shall be held by the DESIGNER and limited to engineering, surveying, right-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements.

b. Test results, factory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.

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 under the PROJECT.

1.3.2 Engineer may be authorized to act as OWNER's representative. OWNER or his representative shall receive and examine documents submitted by ENGINEER and shall be empowered to interpret and define ENGINEER's policies and render decisions and authorizations in writing promptly to prevent unnecessary delays in the progress of ENGINEER's services under this Agreement.

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

SECTION 2 COMPENSATION FOR SERVICES

2.1 General

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

2.1.2 All Services are due when invoiced based on actual engineering services furnished unless another schedule of payments is agreed upon, by Addenda.

2.1.3 Where OWNER disputes some portion of the charges contained in ENGINEER's bill for services, he shall make payment of that portion of the bill which is undisputed and shall notify ENGINEER in writing of the reason for his dispute. In no case may OWNER elect to withhold payment to ENGINEER of the entire amount due if OWNER disputes some portion of the Charges.

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

In addition ENGINEER may, after giving ten (10) days written notice to OWNER, suspend services under this agreement until paid in full all amounts due under this agreement. In the event OWNER does not pay, or does not pay timely, ENGINEER shall be entitled to collect from OWNER the whole amount due plus expenses, including but not limited to attorney fees, incurred by the ENGINEER in connection with collection efforts, in addition, the reasonable value of ENGINEER'S time spent in compliance at the ENGINEER'S prevailing fee schedule.

SECTION 3 GENERAL PROVISIONS

3.1 General

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

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

3.1.3 This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement, or if any party commits a grossly negligent act or performing the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. In addition, OWNER may terminate this Agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program subject to the conditions that the time not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If OWNER terminates as a result of ENGINEER'S default, any payment due ENGINEER at the time of termination may be adjusted to the extent of any additional cost the OWNER incurs due to ENGINEER'S default. If ENGINEER terminates as a result of OWNER's default for the OWNER terminates for cause, ENGINEER shall be paid for services performed to the termination date inclusive. Attorney shall be paid for the plus termination expenses. Termination expenses are defined as expenses directly attributable to termination, plus 15% of the total compensation anticipated for the project for account to engineering rescheduling, adjustment, reassessment of personnel, and related indirect costs incurred due to termination. Upon receipt of the terminating action, ENGINEER shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to OWNER all appropriate documents prepared under the Agreement whether completed or in process.

3.1.4 All claims, counter-claims, disputes and other matters in question between the parties hereto arising out of this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. All disputes, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

3.1.5 The parties to this agreement, each acknowledging that he has a constitutional and statutory right to trial by jury, hereby waive this right in any action or proceeding of any kind or nature in any court to which they may both be parties arising out of this Agreement or the transaction associated with this Agreement regardless of the nature of the cause of action alleged.

3.1.6 Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of ENGINEER.

3.1.7 In the event any provisions of this Agreement or any subsequent Addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties and one or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
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 all borings or excavations on completion of his work. Settlement of the backfill may occur and the Owner shall be responsible for filling holes as required. Engineer shall not be responsible for any such settlement.

4.2.2. Owner will make available to Engineer all information readily available to Owner regarding existing and proposed conditions of the site which will aid the Engineer in his investigation. The information shall include, but not be limited to plot plans, topographic surveys, hydrologic data, subterranean structures and utilities, and previous soil data including borings, field or laboratory tests, and written reports. Owner will immediately transmit to Engineer any new information which becomes available or any change in plans. Engineer shall not be liable to Owner for any incorrect advice, judgement or decision based on any inaccurate information furnished by Owner, his agents or his other consultants, and Owner will indemnify Engineer against claims, demands or liability to the extent arising out of or contributed to by such information. Engineer shall be entitled to rely upon all such information without re-performing any of the environmental/ geotechnical work reflected in any reports, data or information so furnished 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 grouting 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 grout trenches and borings.

4.3. SAMPLE HANDLING AND RETENTION
4.3.1. Generally, test samples or specimens are consumed or substantially altered during the conduct of tests and Engineer, at Engineer’s sole discretion will dispose (subject to the following) of any remaining residue immediately upon completion of tests.

A. NON-HAZARDOUS SAMPLES. At Owner’s written request, Engineer will maintain a mutually acceptable storage charge and period of 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 statute, regulation or ordinance relating to the disposal of hazardous substances or constituents (a) Owner’s violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

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

(c) Changed conditions or hazardous substances or constituents introduced at the site by Owner or third persons before, during or after the completion of services herein;

(d) Allegations that Engineer is a handler, generator, operator, transporter or disposer under the Resource Conservation and Recovery Act of 1976 as amended, or any other similar Federal, state or local statute, ordinance, regulation or law;

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

4.4. HAZARDOUS SUBSTANCES AND CONSTITUENTS
4.4.1. Owner agrees to advise Engineer upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment or equipment of which Owner has knowledge, information or belief. Owner agrees to provide to Engineer immediately and on a continuing basis any such information subsequently available to Owner. 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 the site that may present a potential danger to public 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 the maximum extent permitted by law to defend, hold harmless and indemnify Engineer from and against any and all claims and liabilities resulting from:

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

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

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

4.5. CONTAMINATED EQUIPMENT
4.5.1. Costs related to decontamination of equipment will be charged to the Owner in those instances where contact by substances encountered at the site requires decontamination.
4.6. UNFORESEEN OCCURRENCES

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

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

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

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

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

4.7. OWNERSHIP OF DOCUMENTS

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

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

4.7.3. Owner agrees that all reports and other work furnished to the Owner shall not be transmitted or furnished to other persons or entities without the Engineer’s written consent. The Owner shall hold harmless and indemnify the Engineer from any claims, damages, costs or expenses arising out of the unauthorized transmission 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 adjusted as required by alternate options recommended.

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

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

Each such report should not be relied upon if there have been any changes in the field.

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

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

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

4.9.8. It is recognized that many desired or required results cannot be accomplished in an absolute sense, e.g., the detection and clean-up of all hazardous substances. Whenever a desired or required result cannot be accomplished in an absolute sense, in the Engineer’s 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 installations in connection with hazardous waste sites, and sanitary landfill sites, monitoring projects and certain remedial action techniques and procedures may not perform in the field as anticipated by Owner, even if Engineer’s services are performed in accordance with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances.

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

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

(a) ANY ENVIRONMENTAL POLLUTION OR CONTAMINATION, INCLUDING WITHOUT LIMITATION, ANY ACTUAL OR THREATENED RELEASE OF TOXIC, IRRITANT, POLLUTANT, OR WASTE GASES, LIQUIDS OR SOLID MATERIALS...
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 1(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.

4.9.11. 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 dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contamination or pollutant or in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water-course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not. Such indemnification shall not apply to claims, damages, losses or expenses which are finally determined to result from willful or reckless disregard by Engineer of its obligations under this Agreement.

4.10. MISCELLANEOUS

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

4.10.2. Phase I Site Assessments shall not include sample collection or analysis. It is not intended that the Phase I investigation 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 live 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
2013 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.
## Foth Environment Division
### 2013 Standard Resource Charges*

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost basis</th>
<th>Std charge</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Computer Usage</strong>&lt;sup&gt;(1)&lt;/sup&gt;</td>
<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>&lt;sup&gt;(2)&lt;/sup&gt;</td>
<td>Equipment/Material</td>
<td>1% of labor</td>
</tr>
<tr>
<td>Photocopies, Fax, Phone, Scans, Postage</td>
<td></td>
<td></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&lt;sup&gt;(3)&lt;/sup&gt;</td>
</tr>
<tr>
<td>Public Transportation</td>
<td></td>
<td>Cost + 15%</td>
</tr>
<tr>
<td>Subsistence and Lodging</td>
<td></td>
<td>Cost + 15%</td>
</tr>
<tr>
<td>Survey Vehicles</td>
<td>Mileage</td>
<td>$0.92/mi&lt;sup&gt;(4)&lt;/sup&gt;</td>
</tr>
<tr>
<td>Off Road Vehicle Usage</td>
<td>Day</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>CADD Plotting/Drawing Reproduction</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond (black &amp; white)</td>
<td>Equipment/Labor/Material</td>
<td>$0.35/sq ft</td>
</tr>
<tr>
<td>Bond (color)</td>
<td>Equipment/Labor/Material</td>
<td>$1.25/sq ft</td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special equipment rates quoted on an individual basis, if requested.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subconsultants</strong> (drilling, laboratory, etc.)</td>
<td></td>
<td>Cost + 10%&lt;sup&gt;(5)&lt;/sup&gt;</td>
</tr>
<tr>
<td><strong>Outside Printing Costs</strong></td>
<td></td>
<td>Cost + 10%</td>
</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 conference calls; 2) all charges associated with facsimile sending and receiving; 3) all standard postal and shipping charges, except express mail; and 4) all normal copying and other reproduction costs, except for major or outside reproduction costs.
3. Mileage rates are subject to change based on Federal Government Standards.
4. Mileage rates are subject to change based on economic conditions.
5. If requested, Foth shall procure and coordinate the services of independent laboratories, subconsultants, drilling contractor, etc. The cost of the independent services shall be passed on directly to the owner with a surcharge of 10 percent to cover the processing of expenses.

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

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

AGENDA DATE REQUESTED: November 21, 2012

ACTION REQUESTED: RECEIVE AND FILE MONTHLY REPORTS

BACKGROUND: Attached are the monthly summary report, profiled waste log, and year over year comparison chart for October 2012.

1. Waste Management respectfully requests Mr. Bergsten’s signature on the Illinois EPA permit application forms for an update to the closure and post closure plan and cost estimate. The submittal is required as it relates to the construction of Cell 7A, a new four acre disposal cell. Mr. Bergsten’s signature would be contingent upon Foth’s review and approval of the permit application in advance.

2. Waste Management does not anticipate any permit requests but respectfully asks the committee to allow administrative approval of permits for signature by City Designee after review by Foth if permits are required prior to the October meeting.

FINANCIAL IMPACT: NA
Peoria City/County Landfill No. 2
Waste Management of Illinois, Inc.
Monthly Activity Report
October 2012

<table>
<thead>
<tr>
<th>Tonnage: General Refuse</th>
<th>Current Month</th>
<th>Landfill #2 Year to Date</th>
<th>Landfill #2 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Haulers</td>
<td>16,802.20</td>
<td>150,522.45</td>
<td>158,484.08</td>
</tr>
<tr>
<td>County Res. Free Loads</td>
<td>130.66</td>
<td>1,436.22</td>
<td>1,785.34</td>
</tr>
<tr>
<td>County Res. $5 Loads</td>
<td>0.69</td>
<td>12.91</td>
<td>24.97</td>
</tr>
<tr>
<td>Roadside</td>
<td>0.60</td>
<td>9.43</td>
<td>5.05</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>16,934.15</strong></td>
<td><strong>151,981.01</strong></td>
<td><strong>161,299.44</strong></td>
</tr>
</tbody>
</table>

| Special Wastes          |              |                          |                          |
| Industrial (Declassified)| 488.64       | 14,565.82                | 18,790.29                |
| Industrial (Exempt)     | 0.00         | 0.00                     | 0.00                     |
| **TOTAL**               | **488.64**   | **14,565.82**            | **18,790.29**            |

**TOTAL LANDFILL RECEIPTS**

17,422.79

| Yard Waste Receipts     |              |                          |                          |
| City Contract            | 0.00         | 9.16                     | 0.00                     |
| All Other                | 158.64       | 888.62                   | 1,150.38                 |
| **TOTAL**               | **158.64**   | **897.78**               | **1,150.38**             |

**Payments:**

**Payable to City/County Committee**

<table>
<thead>
<tr>
<th>Tons</th>
<th>16,802.20</th>
<th>16,802.20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>General Refuse Tons</td>
<td>$25,203.30</td>
<td>$25,203.30</td>
</tr>
<tr>
<td>Special Waste - Ind. Tons</td>
<td>$732.96</td>
<td>$732.96</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$25,936.26</td>
<td>$25,936.26</td>
</tr>
</tbody>
</table>

**Payable to County**

<table>
<thead>
<tr>
<th>Tons</th>
<th>16,802.20</th>
<th>16,802.20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>$1.27</td>
<td>$1.27</td>
</tr>
<tr>
<td>General Refuse Tons</td>
<td>$21,338.79</td>
<td>$21,338.79</td>
</tr>
<tr>
<td>Special Waste - Ind. Tons</td>
<td>$620.57</td>
<td>$620.57</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$21,959.37</td>
<td>$21,959.37</td>
</tr>
</tbody>
</table>

**Payable to/Receivable From County**

<table>
<thead>
<tr>
<th>$5 Loads</th>
<th>6.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>$5.00</td>
</tr>
<tr>
<td>Less:</td>
<td></td>
</tr>
<tr>
<td>State Fee on Free and $5 Loads</td>
<td>131.35</td>
</tr>
<tr>
<td>Rate</td>
<td>$2.22</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>($291.60)</td>
</tr>
</tbody>
</table>

**Payable to City/County Committee**

<table>
<thead>
<tr>
<th>No Tarp Fee Loads</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Tonnage:**

| General Refuse & Special Waste |         |         |
| In county                      | 9,163.40| 52.59%  |
| Out of county                  | 8,259.39| 47.41%  |
| Mixed                          | -       | 0.00%   |
| **TOTAL**                      | 17,422.79| 100.00% |

**Airspace Calculations**

<table>
<thead>
<tr>
<th>Tons</th>
<th>166,547</th>
<th>78.2%</th>
<th>1749000CY</th>
<th>0.729166667</th>
</tr>
</thead>
<tbody>
<tr>
<td>Used</td>
<td>166,547</td>
<td>78.2%</td>
<td>1749000CY</td>
<td>0.729166667</td>
</tr>
<tr>
<td>Airspace Available*</td>
<td>763,837</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* calculated annual average that assures life from the 2011 airspace analysis
<table>
<thead>
<tr>
<th>Profile Name</th>
<th>PMT Name</th>
<th>Generator</th>
<th>Tons</th>
<th>Tons</th>
</tr>
</thead>
<tbody>
<tr>
<td>113628IL</td>
<td>ACM</td>
<td>ABERCROMBIE, TODD</td>
<td>3.08</td>
<td></td>
</tr>
<tr>
<td>113033IL</td>
<td>Sp. Waste</td>
<td>AGRIDYNE PEKIN</td>
<td>138.16</td>
<td></td>
</tr>
<tr>
<td>113620IL</td>
<td>Sp. Waste</td>
<td>AMEREN</td>
<td>28.37</td>
<td></td>
</tr>
<tr>
<td>WM010289</td>
<td>Sp. Waste</td>
<td>ARTCO</td>
<td>39.49</td>
<td>287.83</td>
</tr>
<tr>
<td>110650IL</td>
<td>ACM</td>
<td>BRADLEY UNIVERSITY HEITZ</td>
<td>8.85</td>
<td></td>
</tr>
<tr>
<td>605907IL</td>
<td>Sp. Waste</td>
<td>BUCKEYE PARTNERS TOLUCA</td>
<td>86.82</td>
<td></td>
</tr>
<tr>
<td>105445IL</td>
<td>ACM</td>
<td>CAFARO, CHARLIE</td>
<td>36.98</td>
<td></td>
</tr>
<tr>
<td>SM5084</td>
<td>Sp. Waste</td>
<td>CANTON, CITY OF</td>
<td>92.72</td>
<td>1,453.52</td>
</tr>
<tr>
<td>105466IL</td>
<td>Sp. Waste</td>
<td>CASEYS BRIMFIELD</td>
<td>3.42</td>
<td></td>
</tr>
<tr>
<td>ASB001522</td>
<td>ACM</td>
<td>CATERPILLAR -TECH CENTER</td>
<td>4.00</td>
<td></td>
</tr>
<tr>
<td>MS196</td>
<td>Sp. Waste</td>
<td>CATERPILLAR</td>
<td>22.73</td>
<td></td>
</tr>
<tr>
<td>108460IL</td>
<td>Sp. Waste</td>
<td>CF INDUSTRIES</td>
<td>4.66</td>
<td></td>
</tr>
<tr>
<td>111559IL</td>
<td>ACM</td>
<td>CLUTCH DISPOSAL</td>
<td>6.70</td>
<td></td>
</tr>
<tr>
<td>112854IL</td>
<td>Sp. Waste</td>
<td>COM ED PEKIN</td>
<td>58.92</td>
<td></td>
</tr>
<tr>
<td>BR 4034</td>
<td>Sp. Waste</td>
<td>DEGUSSA</td>
<td>0.80</td>
<td></td>
</tr>
<tr>
<td>MS187</td>
<td>Sp. Waste</td>
<td>DEGUSSA</td>
<td>36.43</td>
<td>296.47</td>
</tr>
<tr>
<td>105785IL</td>
<td>ACM</td>
<td>DISTRICT 50 SCHOOLS</td>
<td>0.05</td>
<td></td>
</tr>
<tr>
<td>605828IL</td>
<td>ACM</td>
<td>DOLAN, LAURA</td>
<td>3.59</td>
<td></td>
</tr>
<tr>
<td>110631IL</td>
<td>ACM</td>
<td>DORING, RON</td>
<td>2.04</td>
<td></td>
</tr>
<tr>
<td>IM284629</td>
<td>Sp. Waste</td>
<td>EAST PEORIA, CITY OF</td>
<td>121.34</td>
<td>1,854.57</td>
</tr>
<tr>
<td>605909IL</td>
<td>ACM</td>
<td>ELY, JAROD</td>
<td>3.13</td>
<td></td>
</tr>
<tr>
<td>BR 4040</td>
<td>Sp. Waste</td>
<td>EVONIK GOLDSCHMIDT</td>
<td>2,737.40</td>
<td></td>
</tr>
<tr>
<td>102835IL</td>
<td>Sp. Waste</td>
<td>EVONIK GOLDSCHMIDT</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td>112651IL</td>
<td>ACM</td>
<td>FH CLAIRMONT</td>
<td>0.07</td>
<td></td>
</tr>
<tr>
<td>113073IL</td>
<td>ACM</td>
<td>GALESBURG, CITY GRAND</td>
<td>10.85</td>
<td></td>
</tr>
<tr>
<td>112869IL</td>
<td>ACM</td>
<td>GALESBURG SCHOOL DIST 205</td>
<td>0.1</td>
<td>0.48</td>
</tr>
<tr>
<td>605202IL</td>
<td>ACM</td>
<td>GENTRY DEMOLITION</td>
<td>7.37</td>
<td></td>
</tr>
<tr>
<td>TW01452972</td>
<td>Sp. Waste</td>
<td>GOLDSCHMIDT</td>
<td>69.71</td>
<td></td>
</tr>
<tr>
<td>010151</td>
<td>Sp. Waste</td>
<td>GOLDSCHMIDT</td>
<td>16.11</td>
<td></td>
</tr>
<tr>
<td>010153</td>
<td>Sp. Waste</td>
<td>GOLDSCHMIDT</td>
<td>203.54</td>
<td></td>
</tr>
<tr>
<td>010154</td>
<td>Sp. Waste</td>
<td>GOLDSCHMIDT</td>
<td>204.35</td>
<td></td>
</tr>
<tr>
<td>10155</td>
<td>Sp. Waste</td>
<td>GOLDSCHMIDT</td>
<td>7.75</td>
<td></td>
</tr>
<tr>
<td>010156</td>
<td>Sp. Waste</td>
<td>GOLDSCHMIDT</td>
<td>458.32</td>
<td></td>
</tr>
<tr>
<td>BR 4005</td>
<td>Sp. Waste</td>
<td>GOLDSCHMIDT</td>
<td>3.91</td>
<td></td>
</tr>
<tr>
<td>105278IL</td>
<td>Sp. Waste</td>
<td>GREENBRIAR CASTING</td>
<td>11.02</td>
<td></td>
</tr>
<tr>
<td>113044IL</td>
<td>ACM</td>
<td>GROWMARK</td>
<td>1.79</td>
<td></td>
</tr>
<tr>
<td>605411IL</td>
<td>ACM</td>
<td>HELLMAN, RUTH</td>
<td>3.02</td>
<td></td>
</tr>
<tr>
<td>112633IL</td>
<td>Sp. Waste</td>
<td>HICKSGAS</td>
<td>2.66</td>
<td></td>
</tr>
<tr>
<td>SMF1806</td>
<td>Sp. Waste</td>
<td>KRESS CORPORATION</td>
<td>3.25</td>
<td></td>
</tr>
<tr>
<td>604680IL</td>
<td>Sp. Waste</td>
<td>LENZ OIL</td>
<td>34.22</td>
<td></td>
</tr>
<tr>
<td>SMF1054</td>
<td>Sp. Waste</td>
<td>METHODIST MEDICAL</td>
<td>0.37</td>
<td></td>
</tr>
<tr>
<td>113864IL</td>
<td>Sp. Waste</td>
<td>MIDWEST GENERATION PEKIN</td>
<td>43.96</td>
<td></td>
</tr>
<tr>
<td>ASB25605</td>
<td>Sp. Waste</td>
<td>MIDWEST GENERATION PEKIN</td>
<td>11.02</td>
<td></td>
</tr>
<tr>
<td>ASB25606</td>
<td>Sp. Waste</td>
<td>M &amp; O Environmental Comp.</td>
<td>34.21</td>
<td></td>
</tr>
<tr>
<td>ASB25607</td>
<td>Sp. Waste</td>
<td>M &amp; O Environmental Comp.</td>
<td>5.03</td>
<td></td>
</tr>
<tr>
<td>ASB25608</td>
<td>Sp. Waste</td>
<td>M &amp; O Environmental Comp.</td>
<td>77.02</td>
<td></td>
</tr>
<tr>
<td>605008IL</td>
<td>Sp. Waste</td>
<td>NORCO PIPELINE TOLUCA IL</td>
<td>3.92</td>
<td></td>
</tr>
<tr>
<td>605748IL</td>
<td>Sp. Waste</td>
<td>NORCO PIPELINE ANCONA IL</td>
<td>5.19</td>
<td></td>
</tr>
<tr>
<td>112750IL</td>
<td>Sp. Waste</td>
<td>OSMOSE RAILROAD SERVICES</td>
<td>7.83</td>
<td></td>
</tr>
<tr>
<td>113072IL</td>
<td>ACM</td>
<td>PARADOX CONSTRUCTION</td>
<td>2.08</td>
<td></td>
</tr>
<tr>
<td>605610IL</td>
<td>Sp. Waste</td>
<td>PARMALEES SERVICE, FORMER</td>
<td>4,213.20</td>
<td></td>
</tr>
<tr>
<td>TZW452675</td>
<td>Sp. Waste</td>
<td>PARSONS</td>
<td>5.84</td>
<td>44.97</td>
</tr>
<tr>
<td>113610IL</td>
<td>ACM</td>
<td>PEKIN HIGH SCHOOL, FORMER</td>
<td>42.93</td>
<td></td>
</tr>
<tr>
<td>112508IL</td>
<td>Sp. Waste</td>
<td>PEORIA BARGE</td>
<td>40.96</td>
<td></td>
</tr>
<tr>
<td>133333IL</td>
<td>Sp. Waste</td>
<td>PEORIA CITY COUNTY LANDFILL</td>
<td>0.40</td>
<td></td>
</tr>
<tr>
<td>108918IL</td>
<td>Sp. Waste</td>
<td>PEORIA CITY COUNTY LANDFILL #1</td>
<td>380.75</td>
<td></td>
</tr>
<tr>
<td>113092IL</td>
<td>Sp. Waste</td>
<td>PROCTOR HOSPITAL</td>
<td>115.53</td>
<td></td>
</tr>
<tr>
<td>SM5081</td>
<td>ACM</td>
<td>QUEST CHARTER ACADEMY</td>
<td>484.76</td>
<td></td>
</tr>
<tr>
<td>105471IL</td>
<td>Sp. Waste</td>
<td>QUICK STOP ONE</td>
<td>554.89</td>
<td></td>
</tr>
<tr>
<td>SM5081</td>
<td>ACM</td>
<td>RIVER CITY DEMO</td>
<td>81.88</td>
<td></td>
</tr>
<tr>
<td>112898IL</td>
<td>ACM</td>
<td>SMITH, MICHAEL</td>
<td>0.67</td>
<td></td>
</tr>
<tr>
<td>113050IL</td>
<td>Sp. Waste</td>
<td>SUN OPTA INGREDIENTS</td>
<td>0.7</td>
<td></td>
</tr>
<tr>
<td>605581</td>
<td>ACM</td>
<td>SYGENTA SEEDS, INC</td>
<td>18.09</td>
<td></td>
</tr>
<tr>
<td>605671IL</td>
<td>Sp. Waste</td>
<td>TOLEDO PEORIA WESTERN RR</td>
<td>68.93</td>
<td></td>
</tr>
<tr>
<td>112648IL</td>
<td>ACM</td>
<td>UNITED CONTRACTORS MIDWEST</td>
<td>0.92</td>
<td></td>
</tr>
</tbody>
</table>

Sum: 488.64 14,572.43
Year to Year Comparison
October 2012

<table>
<thead>
<tr>
<th>MSW</th>
<th>Special Waste</th>
<th>Total Landfill</th>
<th>Yardwaste Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>161,299</td>
<td>151981</td>
<td>18790</td>
<td>14566</td>
</tr>
</tbody>
</table>