PEORIA CITY/COUNTY LANDFILL COMMITTEE
REGULAR BUSINESS MEETING AGENDA

WEDNESDAY, JANUARY 21, 2015

********8:00 A.M.*******

DATES SET:

WEDNESDAY, February 18, 2015 @ 8:00 a.m.
REGULAR COMMITTEE MEETING – To be held at the Lester D. Bergsten Operations & Maintenance Building, 3505 N. Dries Lane, Peoria Illinois 61604.

WEDNESDAY, March 18, 2015 @ 8:00 a.m.
REGULAR COMMITTEE MEETING – To be held at the Lester D. Bergsten Operations & Maintenance Building, 3505 N. Dries Lane, Peoria Illinois 61604.

WEDNESDAY, April 15, 2015 @ 8:00 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.peoriagov.org

To access electronic Agenda & Minutes (only):
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3. Choose Solid Waste Disposal Committee (Landfill)
4. Scroll to the bottom of the screen. Under "Agenda & Minutes" will be a list of the .pdf postings.
5. Select desired document and double click to open.

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

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

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

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

ITEM NO. 1 REPORT FROM FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
A. SPECIAL WASTE APPROVALS AS NEEDED
B. PERMIT APPROVALS AS NEEDED
C. UPDATE ON THE GATE AUDIT
D. UPDATES REGARDING COMPLIANCE ACTIVITIES, MEASURES & PROGRESS

ITEM NO. 2 REPORT BACK REGARDING COAL COMBUSTION RESIDUE

ITEM NO. 3 CONSIDERATION OF AN OPTION & LAND LEASE AGREEMENT WITH SBA TOWERS VI LLC

ITEM NO. 4 REQUEST TO APPROVE THE FARMING LEASE AGREEMENT WITH MR. ROGER BEECHER

ITEM NO. 5 LANDFILL MONTHLY BUDGET REPORT

ITEM NO. 6 REPORT FROM WASTE MANAGEMENT, INC.
A. MONTHLY ACTIVITY REPORT
B. PERMIT APPROVALS AS NEEDED

ITEM NO. 7 REPORT FROM PEORIA DISPOSAL CO.
A. UPDATE ON MEETING WITH THE USACOE ROCK ISLAND DISTRICT CONCERNING THE VICARY BOTTOMS WETLAND MITIGATION PROJECT

UNFINISHED BUSINESS: RENEWABLE ENERGY

NEW BUSINESS
NEXT MEETING: FEBRUARY 18, 2015

EXECUTIVE SESSION

ADJOURNMENT
Peoria, Illinois, November 19, 2014, a Regular Meeting of the Peoria City/County Landfill Committee was held this date at 8:03 a.m., at the Lester D. Bergsten Operations & Maintenance Facility located at 3505 N. Dries Lane, Peoria, Illinois, with Chairman Lester D. Bergsten presiding.

**ATTENDANCE**

**MEMBERS PRESENT:** Chairman Les Bergsten, Rick Fox, Steve Morris, Lynn Scott-Pearson, Tim Riggenbach, Ryan Spain and Steve Van Winkle – 7.

**MEMBERS ABSENT:** None.

**CITY/COUNTY STAFF PRESENT:** Steve Giebelhausen, Michael Rogers, Karen Raithel, Scott Sorrell and Stephanie Stapleton.

**OTHERS PRESENT:** Joyce Blumenshine, Chris Coulter, Dan Erni, Josh Gabehart, Steve Harenburg, Curt Hartog, Brian Rogers, Mike Wiersema and Jerry Wyatt.

**ANNOUNCEMENTS**

Chairman Bergsten announced that he would be out of town and that the meeting scheduled for December 17, 2014, would be canceled.

**CITIZENS OPPORTUNITY TO ADDRESS THE COMMITTEE**

NONE.

**MINUTES**

Mr. Van Winkle moved to approve the minutes for October 15, 2014, with the following corrections on Page 1 under Announcements, Chairman Bergsten thanked Peoria Disposal Company, Waste Management and Foth Infrastructure for their help with the Bradley Continuing Education Group visit to the Landfill; seconded by Ms. Scott-Pearson.

Approved by viva voce vote.
AGENDA ITEMS

ITEM NO. 1: REPORT FROM FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

(A) SPECIAL WASTE APPROVALS AS NEEDED

Mr. Gabehart stated that Committee approval was required for one non-special waste profile #607973IL, from Wildlife Prairie Park for Septic Sludge and three (3) pre-approved non-special waste profiles. He explained that this waste stream was certified by the generator as non-special waste based on the generator’s knowledge and laboratory analytical results. He explained that the pre-approved waste profiles were approved per the Committee’s Asbestos Containing Material Policy. Foth had no technical objections and recommended approval of the non-special waste profile, he said.

Mr. Riggenbach moved to approve the non-special waste profile #607973IL from Wildlife Prairie Park; seconded by Mr. Morris.

Approved by viva voce vote.

(B) PERMIT APPROVALS AS NEEDED

Mr. Gabehart gave a brief overview of the Owner’s Maintenance Certificate and Semi-Annual Pretreatment Report to the Greater Peoria Sanitary District (GPSD).

In summary, Mr. Gabehart said a walk-through was completed on November 4, 2014, with Mike Wiersema (WMI) along with Jill Morris with Foth Infrastructure. He explained that the dam appeared to be in good condition; therefore, Foth recommended that Director Rogers submit the Annual Maintenance Certification with no revisions being required for the Dam Operation and Maintenance Plan.

Mr. Gabehart stated that the semi-annual Pretreatment Report to GPSD was required as part of the permit to discharge Landfill No. 1 leachate at the Darst Street Facility. He explained that the report included flow and analytical results for parameters as required by the permit for the time period of June 2014 through December 2014. He said approximately 9,000 gallons of leachate was pumped and hauled by PDC during this time period. He stated that the Pre-treatment Report would be due by January 20, 2015.

Mr. Gabehart stated that he did not anticipate any other permit requests, but respectfully requested approval to obtain Chairman Bergsten’s signature, should the need arise for any other permit or notifications due prior to the next Committee meeting.

Mr. Morris moved to approve the permits for PCC LF – Owner’s Maintenance Certificate, Strip Mine Lake Dam – Dam I.D. #IL50403, Permit No. DS1997048 and PCC LF No. 1 – Semi-Annual Pretreatment Report to the Greater Peoria Sanitary District including securing Mr. Rogers and Chairman Bergsten’s signatures; seconded by Mr. Van Winkle.

Approved by viva voce vote.
(C) Updates Regarding Compliance Activities, Measures & Progress

- **Financial Information**

Mr. Gabehart stated that the attached spreadsheet reflected the engineering services provided from **July 1, 2014 through October 31, 2014**. He said the total amount billed to date was **$153,429.26**, which included costs for construction observation, pump and other related material purchases, legal support services and ongoing operational costs. He pointed out that the legal support services were originally budgeted at **$5,000** and the current billing was at **$16,652.27** due to the request by the Committee for additional services associated with the RTC litigation, which also included file search and review of historic documentation. He pointed out that the engineering services for Gas Collection and Control System Rehabilitation (GCCSR) were budgeted for **$65,000** and current expenditures were **$52,126.00**. He explained that the construction as-built drawings and IEPA Construction Quality Assurance (CQA) report remained to be completed and would be submitted to the IEPA by January 4, 2015.

Mr. Giebelhausen explained that the legal expenses were the result of complying with the discovery requests. He said they had to copy approximately 9,000 pages of documents and had to assist him with the Request to Admit. He said that he felt that this would be the bulk of the charges where he would require Foth’s assistance. He said that they would be deposed and there would be additional cost for the depositions.

No action required.

- **Updates Regarding Compliance Activities, Measures and Progress**

Mr. Hartog gave a brief overview of the surfer maps as it pertained to Leachate Elevation and Leachate Thickness for Landfill No. 1. He said the maps were used to illustrate the monitoring well locations, gas collection and control system. He explained that the southeast area of the landfill had experienced groundwater and gas impacts due to landfill gas concentrations caused by historically inefficient gas removal. He further explained that these impacts were observed in groundwater monitoring wells G02S, G04S and gas monitoring device GMD2. He pointed out that increased leachate and condensate levels in the area contributed to ineffective gas collection.

Mr. Hartog stated that he would provide the Committee with a semi-annual update as it pertained to subsurface gas migration and groundwater impacts due to leachate extraction system improvements. He explained that the amount of liquid that would need to be disposed of would increase over time. He said that Foth would measure the liquid levels and continue to work to keep the liquid levels down.

In discussion with Mr. Fox regarding how much leachate would be in a new design system, Mr. Hartog stated that the design had been changed in the newer systems to offer a reservoir under the well that would drain the leachate collection system. He said, that the leachate/water would back up in the older part of the Landfill without a collection system in place. He said with the newer systems, the leachate doesn’t back up as often; however, this was very common with older landfills. He said there were some landfills where the water was 70 ft. thick, and this was a common issue in older landfills and would need to be addressed with pumping. He further explained that solar pumping was very popular in keeping the liquid levels down in older landfills.
Mr. Gabehart stated that 33% of the Engineering services budget was complete. He noted that Foth’s current expenses were up to 54% through their approved budget, which included the GCCS project and legal support.

Mr. Spain moved to receive and file Foth’s report, as outlined; including securing Mr. Bergsten’s signature on additional permits, should the need arise; seconded by Mr. Riggenbach.

Approved by viva voce vote.

ITEM NO. 2  LANDFILL MONTHLY BUDGET REPORT

Mr. Rogers gave a brief overview of FY 2014 budget and actual revenues and expenses from January 1, 2014 through October 31, 2014. He pointed out that the main variability between these years was the level of construction associated with the Landfill No. 1 gas and leachate system. He said the revenues were slightly down, but were still in line with what has been seen in the past. He noted that if the legal fees continued to be higher at the end of the contractual period, then there may be some adjustments that would need to be made.

Mr. Rogers stated that the 2014 actual through October 31, 2014 was $153,498.51. He said that this sum included the retroactive and increased host fee. Foth estimated that the end of year surplus/deficit balance to be at or near zero, he said.

Mr. Rogers stated that several scenarios were discussed in regard to long term budget options. He stated that Josh Gabehart would discuss this portion with the Committee.

Mr. Gabehart gave a brief overview of the Long Term Budget Plan with multiple case scenarios, which included the following assumptions:

- Estimated 220,000 tons received in 2014;
- Host fee increase in 2014 with 2.5% increase each subsequent year through end of the landfill life;
- City and County personnel cost reimbursements are increased 2% annually.

Case A

In this scenario, the settlement for host fees occurred in 2014 with a retroactive payment from January 1, 2013. Estimated tons remaining is calculated using April 2013 airspace analysis performed by Foth. The transition from LF2 to LF3 is estimated to occur sometime in 2021. Following the transition to LF3, the Committee would continue to reimburse personnel costs to the City and County. It is estimated conservatively LF2 would receive 200,000 tons of waste annually.

Case B

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

In this scenario, the settlement for host fees occurred in 2014 with a retroactive payment for the host fees to January 1, 2013, and LF2 receives 234,882 tons annually through end of life. Estimated tons remaining were evaluated using the 2013 IEPA Capacity Certification submitted by Waste Management, Inc. The landfill transition was estimated to occur sometime in 2022 and after the transition to LF3, the Committee would no longer continue to reimburse personnel costs to the City and County.

In summary, Mr. Gabehart stated that it may benefit the Committee to consider several factors that have an impact on the long term budget. The Committee has been self-sufficient to this point. In 2003, the Committee purchased the LF3 expansion area for $1.8M. This can be observed by the drop in the fund balance during that time period. The expansion contract with PDC has a component that is a reimbursement for that expenditure. This revenue, however, is not paid to the Committee, instead, per the agreement, it is split between the City and County. Another $900,000 reimbursement will be paid to the City and County at the opening of LF3. Finally, it should be recognized that under the LF3 agreement, the Committee receives 50% of the host fees being generated by the expansion, with the City and County each receiving 25% of the total host fees.

Mr. Wiesema stated that the annual capacity was a moving target. He said that the capacity was based on the volume received. However, the volume increased last year due to the tornado in Washington; which, was approximately 220,000 tons more than what was normally received on annual basis.

In response to Mr. Fox's question regarding whether a flat volume model was reasonable for budgeting or whether they expected volumes to decline, Mr. Wiesema stated that recycling did affect volume, but when the economy turns around then more would be produced. He stated that they were projecting 220,000 tons for next year.

Mr. Coulter stated that the USEPA would soon be making a decision in regards to fly ash and whether it would be deposited into landfills. Bio solids from municipal waste water treatment plants some of this materials was being used for land application. He said the agency was getting tougher on these things and not allowing the use. He added that some of the items that use to be recycling are coming back to the Landfill. He said that he felt that there was going to decrease and felt that there would be an increase in these other items returning to the landfill. He felt that the numbers were conservative, but felt that there would be an upside over the next few years.

Mr. Spain said that Mr. Fox's input at the City/County Metro Peoria Committee because they having similar discussions such as the Resource Management Plan, updating and modernization to the commercial and recycling requirements and increasing the strength of the residential recycling activities. He said that communities were having more success now in maximizing recycling from a revenue perspective.

Chairman Bergsten stated that the FY2015 Budget would need to be approved and submitted both to the City Council and the County Board for final approval.

Mr. Fox expressed concern in regards to the fund balance and stated that he was not comfortable because there was no contingency plan in place to address issues that may arise in the future. He felt that the item should be discussed further at a later date.

In response to Mr. Fox's comments, Ms. Little stated the actual cash balance on hand was $491,000.
Mr. Van Winkle explained that Landfill No. 1 was a joint City and County endeavor that took place prior to regulations and we ended up with huge potential liability due to Landfill No. 1. However, with Landfill Nos. 2 & 3, he felt that they would be able to keep a positive balance. He said he felt they should continue to work with the contractor to become more efficient.

Mr. Spain stated they have an eight (8) year bridge period that they need to cautiously work through until they get through the liabilities with PDC, which will be a big game changer for the Committee. In response to Mr. Fox’s comment, Mr. Spain stated that he was not sure if the Committee was in a position to stockpile these funds. In any case, if there was a situation that developed then other measures would need to be looked at such as institutional borrowing or inter-agency borrowing between both the City and County. Therefore, he felt that the resources would be available to address those needs should they arise. He said that Mr. Fox’s involvement with the Committee has been valuable and has helped them realize important considerations as it pertains to the Committee’s stewardship of the Landfill.

There being no further discussion, Mr. Van Winkle moved to approve the FY2015 Landfill Budget; seconded by Ms. Scott Pearson.

Mr. Van Winkle questioned if there was going to be some additional discussions regarding the various scenarios and payments issued to both the City and County.

Mr. Gabehart stated that this was an intergovernmental agreement and as the policy makers the Committee would need to make those changes.

Mr. Giebelhausen stated that this could be discussed during the budget process to determine if the Committee wanted to include that expense. Ultimately it would be up to the both City Council and the County Board as to whether they agree to the proposed change, he said. He explained that both governing bodies have the power to amend the Committee’s budget.

Mr. Coulter stated that there was going to be a change when PDC start Landfill No. 3. He explained that the Committee would have a few and the both the City and the County would have a host fee then there would be a fee for the perpetual care fund. He felt that the Committee would need to make some policy decisions in the near future. Landfill No. 3 would be operational by 2020, he said. He said that he has been updating the Committee and their goal was to have their development permit by 2016 then they would start working on RFP’s. He anticipates that it would take approximately two years to build the facility.

Mr. Riggenbach stated that he appreciated the discussion. He said that he felt that majority of the Council was not familiar with the changes that are going to take place when Landfill No. 3 opens; therefore, he recommended that this information be submitted to both governing bodies to allow ample time for discussions of the upcoming changes with Landfill No. 3. He said that this should be discussed in 2015.

Mr. Van Winkle moved to receive and file the Long Term Budget Plan with the assumption that these scenarios would be considered in one-year; seconded by Mr. Spain.

Mr. Spain stated that the discussions need to take place earlier in the year to coincide with both the City and County.

Mr. Rogers stated that he would make sure that the item would be discussed in a timely manner in the future.

There being no further discussion, the motion was approved by viva voce vote.
ITEM NO. 4 REPORT FROM WASTE MANAGEMENT, INC.

- Monthly Activity Report

Mr. Wiersema gave a brief overview of the monthly activity report through October 2014. He said that the weekly random load checks were completed and documented with no issues to report.

Mr. Wiersema stated that he did not anticipate any other permit requests, but respectfully requested approval to obtain Chairman Bergsten’s signature, should the need arise for any other permit or notifications due prior to the next Committee meeting. He said that they were preparing for construction of cell #6 in 2015, which will be the final cell that would be built. Also, another 10 acres of final cover, which would bring the total of capped area to 31 acres. He said the project would let in early December.

Mr. Fox moved to receive and file Waste Management’s report, as outlined, including securing Mr. Bergsten’s signature for permits, subject to review and approval in advance by Foth; seconded by Mr. Van Winkle.

Approved by viva voce vote

ITEM NO. 5 REPORT FROM PEORIA DISPOSAL

Mr. Coulter met with the representatives from the IEPA prior to the Landfill Committee and suggested that the IEPA work on the reviews simultaneously so that the Citizens Convenience Center does not get ahead of Landfill No. 3. He said the Wetlands permit had been filed with the US Core of Army Engineers. He said that he would meet with the new permit reviewer and supervisor on December 4, 2014.

Mr. Spain moved to receive and file PDC’s report; seconded by Mr. Riggenbach.

Approved by viva voce vote.

UNFINISHED BUSINESS

NONE.

NEW BUSINESS

Renewable Energy

Mr. Sorrell stated that there were two opportunities to consider, which was solar and wind. Wind was more likely to be considered because of the proximity of the airport, he said. He felt that solar was the way to go and stated that Mr. Fox distributed some information pertaining to renewable energy. He said that there would be a grant application available next year that they may want to review. He said the grant would cover the installation and construction cost of the project.
Mr. Gabehart stated that he had not had an opportunity to review the information, but would provide more information later.

In discussion with Mr. Van Winkle regarding if would be feasible to invest in the property due to the pending litigation, Mr. Giebelhausen stated that consideration would be given towards this matter moving forward.

Mr. Fox suggested that the Committee gather enough information to develop a proposal for an RFP. He said they have the connectivity to the grid and hoped that this would give them some leverage to get the methane gas generation going again.

**Next Meeting**

Chairman Bergsten stated the next regularly scheduled meeting would be held at 8:00 a.m. on Wednesday, **January 21, 2015**, 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.

**Adjournment**

Ms. Scott-Pearson moved to adjourn the regular Peoria City/County Landfill Committee Meeting, to go into Executive Session to Discuss 2(c)(11) Litigation, not returning to the Regular Session; seconded by Mr. Riggenbach.

Approved by viva voce vote.

The Landfill Committee went into Executive Session at 9:12 am.

________________________
Lester D. Bergsten, Chairman

/ss
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: January 21, 2015

ACTION REQUESTED: Receive and File gate audit memorandum.

BACKGROUND: In accordance with the special waste procedures, a gate audit is to be performed to ensure all procedures and requirements for special waste acceptance at the landfill are being met. A gate audit was performed by Foth on December 18, 2015 and the findings are attached to this memo.

FINANCIAL IMPACT: N/A
January 21, 2015

TO: Peoria City/County Landfill Committee

CC: Mike Wiersema, Waste Management

FR: Mark Williams, Josh Gabhart, Foth

RE: December 2014 Gate Audit

A gate audit was conducted on December 18, 2014 at Peoria City/County Landfill by Foth Infrastructure and Environment to ensure that required procedures listed in “General Refuse & Special Waste Received at the City of Peoria/County of Peoria Landfill No.2” (rev Dec. 2011) are being followed.

Foth observed that the procedures for receiving and rejecting special and certified non-special waste streams are being adhered to. Waste profiles were reviewed and found to be well organized and in order. Random load checking and sample collections are completed at the active site; records were up to date and located in the scale house building. Training and training records are current and kept on file at the facility as specified in section 2.4 of the “Procedures for General Refuse and Special Waste Received”.

No other issues or inconsistencies were observed at the time of the gate audit. Gate personnel were extremely helpful in assisting Foth during this audit. The attendant was observed doing an exceptional job of visually inspecting all loads and inquiring as to the makeup of atypical loads both private and commercial to ensure that prohibited item are not placed in the landfill. Once the updated procedures for “General Refuse & Special Waste Received at the City of Peoria/County of Peoria Landfill No.2” are approved a copy will be forwarded to the scale house.

The inspection form is attached.
GATE CONTROL INSPECTION RECORD
PEORIA CITY/COUNTY LANDFILL

Inspection Date: 12-18-14       Time: 09:00

Gate Personnel:
Name: Sarah Parks          Sig: Sarah Parks
Name:                     Sig:   
Name:                     Sig:   

Inspectors:
Name: Mark Williams        Sig:   
Name:                     Sig:   

Notes:
Sarah does a great job of checking loads, so prohibited items are not allowed to be landfilled. Scale tickets are generated for every load, residential, commercial or industrial. Random load inspection records are up to date & located in the scale house.

DIRECTIONS:
1) After the inspection is completed, review the inspection results with the gate personnel, and ask each person to sign after his/her name.
2) A copy of the inspection results should be given to the Landfill Director; its original should be filed in the Landfill Operator's office, and an additional copy provided to the Landfill Committee.
3) Suggested inspection timings are semi-annual: February and August.
4) Inspections should be arranged by the Consultant.

A. RECORD KEEPING
   I. Complete the (Non-Hazardous) Special and Non-Special Waste Receipts Log

   II. Complete/Individual Waste Log
       Up-to-date Entry:   or N
       All Items Entered:   or N
III. Rejection Notice File

Rejected load form available to be issued as necessary:  Y or N

Rejection notice is properly issued to:
  IEPA: * Y or N
  Generator: Y or N
  IEPA: Y or N

Rejected load form available to be issued as necessary: Y or N

Ask attendant, "What happens if a load or item comes in that should have been profiled and was not?" and record response below:

Driver will be told to pull to the side and call Brian Rogers to find out if the load has an approved profile. If load has been approved, it will be allowed to be dumped. If not load will be rejected.

* Applies to Manifested loads only

IV. Current Procedures on File

Gate control procedures: Y or N

Rejection procedure: Y or N

Training documentation: Y or N

Notes:

Training is up to date. Sorch has completed a "Special Waste Training for Illinois" course in 2/14/13. Course covered various types of waste streams, what is acceptable and what is not etc. Any future scale house personnel should also complete this course.
B. SAFETY & HEALTH-PROTECTION EQUIPMENT ON-HAND

Housekeeping, office: ☑ or N
Housekeeping, platform: ☑ or N
Tyvex cover-all: ☑ or N
Plastic protective clothing: ☑ or N
Face shield: ☑ or N
Rubber gloves: ☑ or N
Rubber boots: ☑ or N
First aid kit: ☑ or N
Fire extinguisher: ☑ or N
Eye washer: ☑ or N

Notes:
Some of the items are located at the maintenance building and can be brought to the scale house in needed.

Once the updated Procedures for "General Refuse & Special Waste Received At The City of Peoria/County of Peoria Landfill No. 2" are approved I will provide a copy to the scale house.
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members

From: Joshua Gabehart, P.E., Foth

AGENDA DATE REQUESTED: January 21, 2015

ACTION REQUESTED: Receive and file two (2) pre-approved non-special waste profiles and one previously administratively approved non-special waste profile, 610060IL Growmark from December of 2014.

BACKGROUND: The pre-approved waste profiles were approved per the Committee’s Petroleum Contaminated Soil and Debris Policy and Asbestos Containing Material Policy. The non-special waste profile that was administratively approved in December by Mr. Rogers was from Growmark for Treated Wood-Weathered. A memorandum is attached, which reviews all the profiles.

FINANCIAL IMPACT: N/A
MEMORANDUM

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

FROM: Mark Williams

DATE: January 21, 2015
NUMBER: 14P100.14

SUBJECT: Special Waste Permits

Waste Management has presented the following waste stream.

Profiles for Administrative Approval

1.

<table>
<thead>
<tr>
<th>Growmark</th>
<th>Treated Wood-Weathered</th>
</tr>
</thead>
<tbody>
<tr>
<td>11122 Terminal Road PO Box 107 Mapleton, IL 61547</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application</th>
<th>Demolition/dismantling uncontaminated, weathered wood products with preservatives, (e.g. creosote, CCA, pentachlorophenol)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dated: 11/20/2014</td>
<td></td>
</tr>
<tr>
<td>Received: 11/20/2014</td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>Source: Peoria County</th>
<th>Expected</th>
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</thead>
<tbody>
<tr>
<td>Type: Non-Special</td>
<td>Quantity = 20 yds</td>
</tr>
<tr>
<td>Profile # 610060IL</td>
<td>Frequency = One-Time</td>
</tr>
<tr>
<td>Subject to County Fee = yes</td>
<td></td>
</tr>
<tr>
<td>Last Tested =</td>
<td></td>
</tr>
</tbody>
</table>

Comments: This waste stream is certified by the generator as non-special waste based on generator knowledge. Per the proposed changes in the “General Refuse and Special Waste Received at The City of Peoria/County Landfill No.2 Policy”. This waste stream would be included in the expanded pre-approved list. We have no technical objections to this waste stream. Action is required. Profile is attached.
Pre-Approved Waste Streams (No Action is Required)

- Commerce Bank, Peoria IL, Profile 611699IL, Asbestos Containing Material Policy, 20 yards, one-time.
- Midas, Pekin IL, Profile 612142IL, Petroleum Contaminated Soil or Debris Policy, 3 yards, one time

The profiles are attached.

Notes:
Committee approval does not relieve the Generator and Landfill Operator from complying with all applicable laws and regulations
A. GENERATOR INFORMATION (MATERIAL ORIGIN)
1. Generator Name: Growmark
2. Site Address: 11122 Terminal Road, PO Box 107
   (City, State, ZIP) Mapleton IL 61547
3. County: Peoria
4. Contact Name: Cary Verardo
5. Email: gverardo@growmark.com
8. Generator EPA ID: □ N/A
9. State ID: □ N/A

C. MATERIAL INFORMATION
1. Common Name: Treated Wood - Weathered
   Describe Process Generating Material: □ See Attached
   Demolition/dismantling uncontaminated, weathered wood products with preservatives (e.g. creosote, CCA, pentachlorophenol).

2. Material Composition and Contaminants: □ See Attached
   1. Wood (e.g. telephone poles, railroad ties) 100 %
   2. 
   3. 
   4. 
   ≥100%

3. State Waste Codes: □ N/A
4. Color: Various
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°F -199°F □ ≥200°F □ N/A (Solid)

D. REGULATORY INFORMATION
1. EPA Hazardous Waste? □ Yes* □ No
   Code: _______
2. State Hazardous Waste?
   Code: __________
3. Is this material non-hazardous due to Treatment, Defining, or an Exclusion? □ Yes* □ No
4. Contains benzene and subject to Benzene NESHAP? □ Yes* □ No
5. Contains Underlying Hazardous Constituents? □ Yes* □ No
6. Facility remediation subject to 40 CFR 63 GGOGG? □ 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.
9. Contains PCBs? □ Yes □ No
   a. Regulated by 40 CFR 761? □ Yes □ No
   b. Remediation under 40 CFR 761.61 (a)? □ Yes □ No
   c. Were PCB imported into the US? □ Yes □ No
10. Regulated and/or Untreated Medical/Infectious Waste? □ Yes □ No
11. Contains Asbestos? □ Yes □ No
    → If Yes: □ Non-Friable □ Non-Friable - Regulated □ Friable

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

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 this 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): Cary Verardo
Title: Manager
Company: Growmark
Date: 11/20/2014

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Digitally signed by Cary Verardo
DN: cn=Cary Verardo, c=US
o=Growmark, ou=Mapleton Terminal, email=gverardo@growmark.com
Reason: I am approving this document
Location: Growmark Mapleton Terminal
Date: 2014.11.20 13:32:58 -06'00'

©2013 Waste Management, Inc.
Requested Facility: Peoria City - County #2 Landfill

A. GENERATOR INFORMATION (MATERIAL ORIGIN)
1. Generator Name: Midas
2. Site Address: 1804 Court
   (City, State, ZIP): Pekin IL 61554
3. County: Tazewell
4. Contact Name: Nathan
5. Email: pekinmidas@gmail.com
6. Phone: (309) 347-5991
7. Fax:
8. Generator EPA ID: N/A
9. State ID: N/A

C. MATERIAL INFORMATION
1. Common Name: Used Oil and NAPA Premium Oil Absorbent DE
   Describe Process Generating Material: See Attached
   NAPA Premium Oil Absorbent was used to clean up spilled oil

2. Material Composition and Contaminants: See Attached
   1. Oil Absorbent: 0-100%
   2. Used Oil: 0-100%
   3.
   4.
   Total composition must be equal to or greater than 100%: ≥100%
3. State Waste Codes: N/A
4. Color: brown
5. Physical State at 70°F: Solid, Liquid, Other: Liquid
6. Free Liquid Range Percentage: from to: N/A
7. Ph: from to: N/A
8. Strong Odor: Yes, No, Describe:
9. Flash Point: <140°F, 140°-199°F, ≥200°F: N/A

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

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 261.7 - 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 data) 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): Debbie Metroff

Date: 12/18/2014

Title: Corporate Secretary

Company: Waste Disposal

Certification Signature: Debbie Metroff
Profile Addendum: State of Illinois
GENERATOR’S NON-SPECIAL WASTE CERTIFICATION

F. Additional Waste Stream Information

Profile Number: B12142IL

Generators Name: Midas

Generators SITE Address: 61554
(The location where the waste is generated)

Waste Name: Used Oil and NAPA Premium Oil Absorbent

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) Debbie Mettuff

Signature: [Signature]

Title: Corporate Secretary

Date: 12/11/14
1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

**Product Name:** Napa Premium Oil Absorbent DE

**Product use:** Absorbent

**Product Advantages:** Napa Premium Oil Absorbent DE is highly absorbent and nonflammable. It absorbs liquids, including most oils, water, mixtures of soluble oils and water, grease, gas, acids, inks and paints.

**Company Identification:** Moltan Company,
7125 Riverdale Bend Road
Memphis, Tennessee
800.264.5826 or 901-755-5666 (For Product Information)
901.757.0546 fax
www.moltan.com

2. COMPOSITION / INFORMATION ON INGREDIENTS:

<table>
<thead>
<tr>
<th>Chemical Name</th>
<th>Percent</th>
<th>CAS Number</th>
<th>ACGIH TLV</th>
<th>OSHA PEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diatomaceous Earth</td>
<td>&gt;99%</td>
<td>61760-53-2</td>
<td>Not Listed</td>
<td>Not Listed</td>
</tr>
<tr>
<td>Crystalline Silica (Quartz)</td>
<td>&lt;1%</td>
<td>14808-60-7</td>
<td>0.1 mg/m³</td>
<td>5 mg/m³%SiO₂+2</td>
</tr>
<tr>
<td>Crystalline Silica (Cristobalite)</td>
<td>&lt;1%</td>
<td>14464-65-1</td>
<td>0.05 mg/m³</td>
<td>5 mg/m³%SiO₂+2</td>
</tr>
</tbody>
</table>

Note: This product contains decomposed organic matter. The crystalline silica (quartz) content naturally varies depending on the composition of the soil. These materials are mined from the earth. Trace amounts of naturally occurring elements might be detected during chemical analysis of these materials.

California Prop 65: This product does contain ingredients, which are known to the state of California to cause cancer, birth defects, or other reproductive harm. Crystalline Silica (Quartz) CAS# 14808-60-7 and Crystalline Silica (Cristobalite) CAS# 14464-65-1

HAZARDS DISCLOSURE: This product contains known hazardous materials as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. As defined under Sara 311 and 312, this product contains known hazardous materials.

3. HAZARDS IDENTIFICATION

**EMERGENCY OVERVIEW:**

Warning! Product dust may cause eye, skin and respiratory irritation. This product contains crystalline silica, which is known to cause cancer, birth defects, or other reproductive harm to humans when exposed to levels above permissible levels.

**NFPA Rating:** Health - 1, Flammability - 0, Reactivity - 0
**NFPA Definitions:** (0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme).

**Potential Health Effects:**

**Inhalation:** This product may represent an inhalation hazard with creation of respirable dust.

**Ingestion:** Small quantities this product does not represent an ingestion hazard. Large quantities can cause intestinal distress.

**Skin Contact:** Dust maybe irritating to skin, abrasions and dry skin.

**Eye Contact:** Dust may cause irritation or inflammation.

Napa Premium Oil Absorbent DE
Chronic Exposure: Risk of injury depends on duration and level of exposure. Prolonged or repeated inhalation of respirable crystalline silica at or above allowable occupational exposure limits may lead to the development of silicosis.

Aggravation of Pre-existing Conditions: Pre-existing skin and respiratory problems.

Carcinogenicity: Crystalline Silica is listed by the NTP, IARC, or regulated by OSHA as a carcinogen.

4. FIRST AID MEASURES

Inhalation: Remove to fresh air if exposed to large amounts of dust. Seek medical attention for discomfort or if coughing or other symptoms do not subside.

Ingestion: Do not induce vomiting. Seek medical attention or contact poison control center immediately.

Skin Contact: Wash thoroughly with soap and water. Seek medical attention for rash or irritation.

Eye Contact: Immediately flush eyes with large amounts of water for at least 15 minutes. Seek medical attention if irritation of blurred vision occurs.

5. FIRE FIGHTING MEASURES

Flash Point (PMCC): Not Flammable

Auto-ignition temperature: Not Applicable

Flammable limits in air % by volume: LEL: Not Applicable UEL: Not Applicable

Explosion: N/A

Fire Extinguishing Media: Use any means suitable for extinguishing surrounding fire.

Special Fire Fighting Procedures: In the event of a fire, wear full protective clothing and NIOSH-approved self-contained breathing apparatus with full face piece operated in the pressure demand or other positive pressure mode.

6. ACCIDENTAL RELEASE MEASURES

If uncontaminated, product can be reused. Avoid actions that cause dusts to become airborne. Avoid inhalation of dust. Do not wash product down sewage and drainage systems or into bodies of water.

7. HANDLING AND STORAGE

Storage Temperature (min/max): NA

Shelf Life: N/A

HANDLING (PERSONNEL): Handle in accordance with good hygiene and safety procedures.

STORAGE PRECAUTIONS: Store product separately from feed, food, pesticides and fertilizers so that cross contamination does not occur. Heat may be generated from a stockpile of product due to natural decomposition of organic materials.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Airborne Exposure Limits:

Airborne Exposure Limits Diatomaceous Earth Dust

Respirable Fraction

OSHA PEL

3 mg/m³

ACGIH TLV

5 mg/m³

Total Dust

15 mg/m³

10 mg/m³

Airborne Exposure Limits Crystalline Silica (Quartz) Dust

OSHA PEL

5 mg/m³

ACGIH TLV

0.1 mg/m³

Airborne Exposure Limits: Crystalline Silica (Cristobalite) Dust

OSHA PEL

5 mg/m³

ACGIH TLV

0.05 mg/m³

Ventilation System: Always work in a well ventilated area.

Personal Respirators (NIOSH Approved): None required if dust is below permissible exposure levels.

Skin Protection: Observe good industrial hygiene practices.

Napa Premium Oil Absorbent DE
9. PHYSICAL AND CHEMICAL PROPERTIES

FORM: Solid (Granular)  COLOR: Tan to white
ODOR: Odorless  SPECIFIC GRAVITY: 2.22
SOLUBILITY IN WATER: <2.0%  MELTING/FREEZING POINT: N/A
BOILING POINT: N/A  EVAPORATION RATE (BuAc=1): N/A
VISCOSITY: N/A  AUTOIGNITION TEMPERATURE: N/A
VAPOR DENSITY (Air=1): N/A  VAPOR PRESSURE (mm Hg): N/A
VOLATILE ORGANIC COMPOUNDS (VOC #/gal): N/A

10. STABILITY AND REACTIVITY

Stability: Stable under ordinary conditions of use and storage.
Hazardous Decomposition Products: None
Hazardous Polymerization: Will not occur.
Incompatibilities: Hydrofluoric acid may generate heat upon mixing with this product.
Conditions to Avoid: Incompatible materials.

11. TOXICOLOGICAL INFORMATION

Toxicity Data:
This product contains sand, clay, and decomposed organic matter. The crystalline silica content naturally varies.

<table>
<thead>
<tr>
<th>Cancer Lists</th>
<th>Ingredient</th>
<th>Known</th>
<th>Anticipated</th>
<th>IARC Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Crystalline Silica (Quartz)</td>
<td>YES</td>
<td>YES</td>
<td>Group 1</td>
</tr>
<tr>
<td></td>
<td>Crystalline Silica (Cristobalite)</td>
<td>YES</td>
<td>YES</td>
<td>Group 1</td>
</tr>
</tbody>
</table>

12. ECOLOGICAL INFORMATION

Environmental Fate: No Data Available
Environmental Toxicity: No Data Available

13. DISPOSAL CONSIDERATIONS

Dispose of all materials in accordance with federal, state and local requirements.

14. TRANSPORTATION INFORMATION

SHIPPING NAME: Non-Regulated Material
PRODUCT LABEL: NA  UN NUMBER: N/A

15. REGULATORY INFORMATION

Federal, State & International Regulations

<table>
<thead>
<tr>
<th>Ingredient</th>
<th>SARA 302</th>
<th>-SARA 313-</th>
<th>CERCLA</th>
<th>RCRA</th>
<th>TSCA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diatomaceous Earth</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>YES</td>
</tr>
</tbody>
</table>

Napa Premium Oil Absorbent DE
### MATERIAL SAFETY DATA SHEET

Updated January 17, 2011

<table>
<thead>
<tr>
<th>Chemical</th>
<th>No</th>
<th>No</th>
<th>No</th>
<th>No</th>
<th>No</th>
<th>No</th>
<th>No</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crystalline Silica (Quartz)</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Crystalline Silica (Cristobalite)</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

**Chemical Weapons Convention**: No  
**TSCA 12(b)**: No  
**CDTA**: No  
**SARA 311/312**:  
- Acute: YES, Chronic: YES, Fire: NO, Pressure: NO, Reactivity: NO (Mixture / Liquid)

**California Prop 65**:  
*WARNING!* This product does contain ingredients, which are known to the state of California to cause cancer, birth defects, or other reproductive harm. Crystalline Silica (Quartz) CAS# 14808-60-7 and Crystalline Silica (Cristobalite) CAS# 14464-46-1

**Canada**:  
**WHMIS**: This MSDS has been prepared according to the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR. 
**Soil may be subject to WHIMS depending on the intended use and workers exposure.** Product containing crystalline Silica is classified as D2A and is subject to WHIMS requirements.

This material or all of its components are listed on the Inventory of Existing Chemical Substances under the Toxic Substance Control Act (TSCA). This material or all of its components are listed on the Canadian Domestic Substances List (DSL). This material or all of its components are listed (or considered as having been notified) on the European Inventory of Existing Chemical Substances (EINECS). Other inventory lists: ENCS (Japan), Korea, Australia, China (Draft), PICCS (Philippines), Japan (ENCs).

---

This Material Safety Data Sheet (MSDS) has been reviewed to fully comply with the guidance contained in the ANSI MSDS standard (ANSI Z400.1-2004).

This information is furnished gratuitously and independent of the sales of the product without warranty, expressed or implied. except that it is accurate to the best knowledge of the Molen Company. NO WARRANTY, EITHER EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS OF ANY NATURE OR OTHERWISE WITH RESPECT TO THE PRODUCT OR TO THE DATA HERIN IS MADE HERUNDER. The data in this Material Safety Data Sheet relates only to the specific material designated herein. It does not relate to use in combination with any other material or in any process.

---

Napa Premium Oil Absorbent DE
USED OIL

MATERIAL SAFETY DATA SHEET

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: USED OIL

SYNONYMS: Waste oil; Used lubricating oil; Oil and water mixture

PRODUCT PART NUMBER(S): Not applicable.

PRODUCT USE: Oil or water mixture for re-refining or reprocessing.
If this product is used in combination with other products, refer to the
Material Safety Data Sheets for those products.

24-HOUR EMERGENCY PHONE NUMBERS
MEDICAL AND TRANSPORTATION (SPILL): 1-800-468-1760

These numbers are for emergency use only. If you desire non-emergency product information, please call a phone number listed below.

MANUFACTURER/ SUPPLIER: Safety-Kleen Systems, Inc.
5400 Legacy Drive
Cluster II, Building 3
Plano, Texas 75024
USA
1-800-669-5740
www.Safety-Kleen.com

TECHNICAL INFORMATION: 1-800-669-5740 Press 1 then 1 then Extension 7500

MSDS FORM NUMBER: 81451

ORIGINAL ISSUE: January 15, 1990

PREPARED BY: Product MSDS Coordinator

ISSUE: September 20, 2007

SUPERSEDES: June 11, 2007

APPROVED BY: MSDS Task Force

Revision 9/07; MSDS Form No. 81451 - Page 1 of 10
USED OIL
MATERIAL SAFETY DATA SHEET

SECTION 2: COMPOSITION/INFORMATION ON INGREDIENTS

<table>
<thead>
<tr>
<th>WT%</th>
<th>NAME</th>
<th>SYNONYM</th>
<th>CAS NO.</th>
<th>OSHA PEL</th>
<th>ACGIH TLV®</th>
</tr>
</thead>
<tbody>
<tr>
<td>80 to 100</td>
<td>Lubricating oils, used</td>
<td>Used oil</td>
<td>70514-12-4</td>
<td>N. Av.</td>
<td>N. Av.</td>
</tr>
<tr>
<td>0 to 20*</td>
<td>Water/solids</td>
<td></td>
<td></td>
<td>N. Av.</td>
<td>N. Av.</td>
</tr>
<tr>
<td>0 to 10*</td>
<td>Hydrocarbon solvents.</td>
<td></td>
<td></td>
<td>N. Av.</td>
<td>N. Av.</td>
</tr>
<tr>
<td></td>
<td>May include gasoline, diesel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>fuel, jet fuel, mineral</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>spirits, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 to 1.5*</td>
<td>Metals.</td>
<td></td>
<td></td>
<td>N. Av.</td>
<td>N. Av.</td>
</tr>
<tr>
<td></td>
<td>May include lead, iron, zinc,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>copper, chromium, arsenic,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>nickel, and others: each below</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.0 WT%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 to 1.0*</td>
<td>Polynuclear aromatics.</td>
<td></td>
<td></td>
<td>N. Av.</td>
<td>N. Av.</td>
</tr>
<tr>
<td></td>
<td>May include naphthalene,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>fluoranthene, phenanthrene,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>pyrene, and others: each below</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.3 WT%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 to 0.5*</td>
<td>Chlorinated solvents.</td>
<td></td>
<td></td>
<td>N. Av.</td>
<td>N. Av.</td>
</tr>
<tr>
<td></td>
<td>N.Av. = Not Available</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| *Even though the concentration range does not fall under the ranges prescribed by WHMIS, this is the actual range which varies with each batch of the product.

SECTION 3: HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

APPEARANCE
Liquid, black and viscous (thick), petroleum odor.

WARNING!
PHYSICAL HAZARDS
Combustible liquid.

HEALTH HAZARDS
May be harmful if inhaled.
May be harmful if absorbed through skin.
May be harmful or fatal if swallowed.
May irritate the respiratory tract (nose, throat, and lungs), eyes, and skin.
Suspect cancer hazard. Contains material which can cause cancer. Risk of cancer depends on duration and level of exposure.
Contains material which can cause birth defects.
Contains material which can cause central nervous system damage.

ENVIRONMENTAL HAZARDS
Product may be toxic to fish, plants, wildlife, and/or domestic animals.

Revision 9/07; MSDS Form No. 81451 - Page 2 of 10
USED OIL
MATERIAL SAFETY DATA SHEET

POTENTIAL HEALTH EFFECTS
Effects may vary depending on material composition. Typical effects may include:

INHALATION (BREATHING): High concentrations of vapor or mist may be harmful if inhaled. High concentrations of vapor or mist may irritate the respiratory tract (nose, throat, and lungs). High concentrations of vapor or mist may cause nausea, vomiting, headaches, dizziness, loss of coordination, numbness, and other central nervous system effects. Massive acute overexposure may cause rapid central nervous system depression, sudden collapse, coma, and/or death.

EYES: May cause irritation.

SKIN: May cause irritation. Product may be absorbed through the skin and cause harm as noted under INHALATION (BREATHING).

INGESTION (SWALLOWING): May be harmful or fatal if swallowed. May cause throat irritation, nausea, vomiting, and central nervous system effects as noted under INHALATION (BREATHING). Breathing product into the lungs during ingestion or vomiting may cause lung injury and possible death.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Individuals with pre-existing cardiovascular, liver, kidney, respiratory tract (nose, throat, and lungs), central nervous system, eye, and/or skin disorders may have increased susceptibility to the effects of exposure.

CHRONIC: Prolonged or repeated inhalation may cause oil pneumonia, lung tissue inflammation, fibrous tissue formation, and/or toxic effects as noted under INHALATION (BREATHING). Prolonged or repeated eye contact may cause inflammation of the membrane lining the eyelids and covering the eyeball (conjunctivitis). Prolonged or repeated skin contact may cause drying, cracking, redness, itching, and/or swelling (dermatitis).

CANCER INFORMATION: This product contains mineral oils, untreated or mildly treated, which can cause cancer. This product may contain hydrocarbon and chlorinated solvents; metals, and polynuclear aromatics which can cause cancer. Risk of cancer depends on duration and level of exposure. For more information, see SECTION 11: CARCINOGENICITY.

POTENTIAL ENVIRONMENTAL EFFECTS
Product may be toxic to fish, plants, wildlife, and/or domestic animals. Also see SECTION 12: ECOLOGICAL INFORMATION.
SECTION 4: FIRST AID MEASURES

INHALATION: (BREATHING) Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Oxygen should only be administered by qualified personnel. Someone should stay with victim. Get medical attention if breathing difficulty persists.

EYES: If irritation or redness from exposure to vapor develops, move away from exposure into fresh air. Upon contact, immediately flush eyes with plenty of lukewarm water, holding eyelids apart, for 15 minutes. Get medical attention.

SKIN: Remove affected clothing and shoes. Wash skin thoroughly with soap and water. Get medical attention if irritation or pain develops or persists.

INGESTION: (SWALLOWING) Do NOT induce vomiting. Immediately get medical attention. Call 1-800-468-1760 for additional information. If spontaneous vomiting occurs, keep head below hips to avoid breathing the product into the lungs. Never give anything to an unconscious person by mouth.

NOTE TO PHYSICIANS: Treat symptomatically and supportively. Treatment may vary with condition of victim and specifics of incident. Call 1-800-468-1760 for additional information.

SECTION 5: FIRE FIGHTING MEASURES

FLASH POINT: >200°F (93°C) (minimum) Pensky-Martens Closed Cup

FLAMMABLE LIMITS IN AIR: Not available.

AUTOIGNITION TEMPERATURE: Not available.

HAZARDOUS COMBUSTION PRODUCTS: Decomposition and combustion materials may be toxic. Burning may produce phosgene gas, nitrogen oxides, carbon monoxide, and unidentified organic compounds.

CONDITIONS OF FLAMMABILITY: Heat, sparks, or flame. Product may burn but does not ignite readily.

EXTINGUISHING MEDIA: Use carbon dioxide, regular foam, dry chemical, water spray, or water fog.
SECTION 6: ACCIDENTAL RELEASE MEASURES

Remove all ignition sources. Do not touch or walk through spilled product. Stop leak if you can do it without risk. Wear protective equipment and provide engineering controls as specified in SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION. Isolate hazard area. Keep unnecessary and unprotected personnel from entering. Ventilate area and avoid breathing vapor or mist. A vapor suppressing foam may be used to reduce vapors. Contain spill away from surface waters and sewers. Contain spill as a liquid for possible recovery, or sorb with compatible sorbent material and shovel with a clean, sparkproof tool into a sealable container for disposal.

Additionally, for large spills: Water spray may reduce vapor, but may not prevent ignition in closed spaces. Dike far ahead of liquid spill for collection and later disposal.

There may be specific federal regulatory reporting requirements associated with spills, leaks, or releases of this product. Also see SECTION 15: REGULATORY INFORMATION.
SECTION 7: HANDLING AND STORAGE

HANDLING: Keep away from heat, sparks, or flame. Where flammable mixtures may be present, equipment safe for such locations should be used. Use clean, sparkproof tools and explosion-proof equipment. When transferring product, storage tanks, tanker trucks, and rail tank cars should be grounded and bonded. Do not breathe vapor or mist. Use in a well ventilated area. Avoid contact with eyes, skin, clothing, and shoes. Do not smoke while using this product.

SHIPPING AND STORING: Keep container tightly closed when not in use and during transport. Do not pressurize, cut, weld, braze, solder, drill, or grind containers. Keep containers away from heat, flame, sparks, static electricity, or other sources of ignition. Empty product containers may retain product residue and can be dangerous. See SECTION 14: TRANSPORT INFORMATION for Packing Group information.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Use general ventilation, process enclosures, local exhaust ventilation, or other engineering controls to control air-borne levels. Where explosive mixtures may be present, equipment safe for such locations should be used.

PERSONAL PROTECTIVE EQUIPMENT
RESPIRATORY PROTECTION: A respiratory protection program which meets USA’s OSHA General Industry Standard 29 CFR 1910.134 or Canada’s CSA Standard Z94.4-M1982 requirements must be followed whenever workplace conditions warrant a respirator’s use. Consult a qualified Industrial Hygienist or Safety Professional for respirator selection guidance.

EYE PROTECTION: Wearing chemical goggles is recommended.
Contact lens may be worn with eye protection.

SKIN PROTECTION: Where prolonged or repeated skin contact is likely, wear neoprene, nitrile (4 mil minimum), PVC (polyvinyl chloride), or equivalent protective gloves; wearing natural rubber or equivalent gloves is not recommended.
When product is heated and skin contact is likely, wear heat-insulating gloves, boots, and other protective clothing.
To avoid prolonged or repeated contact with product where spills and splashes are likely, wear appropriate chemical-resistant faceshield, boots, apron, whole body suits, or other protective clothing.
USED OIL
MATERIAL SAFETY DATA SHEET

PERSONAL HYGIENE: Wash thoroughly with soap and water after handling product and before eating, drinking, or using tobacco products. Clean affected clothing, shoes, and protective equipment before reuse. Discard affected clothing, shoes, and/or protective equipment if they cannot be thoroughly cleaned. Discard leather articles, such as shoes, saturated with the product.

OTHER PROTECTIVE EQUIPMENT: Where spills and splashes are likely, facilities storing or using this product should be equipped with an emergency eyewash and shower, both equipped with clean water, in the immediate work area.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE, APPEARANCE, AND ODOR: Liquid, black and viscous (thick), petroleum odor.

ODOR THRESHOLD: Not available.

MOLECULAR WEIGHT: Not applicable.

SPECIFIC GRAVITY: 0.8 to 1.0 at 60°F (15.6°C) (water = 1)

DENSITY: 6.7 to 8.3 LB/US gal (800 to 1000 g/l) (approximately)

VAPOR DENSITY: greater than 1 (air = 1) (based on kerosene)

VAPOR PRESSURE: Not available.

BOILING POINT: Not available.

FREEZING/MELTING POINT: Not available.

pH: Not applicable.

EVAPORATION RATE: less than 1 (butyl acetate = 1)

SOLUBILITY IN WATER: Slight.

FLASH POINT: >200°F (93°C) (minimum) Pensky-Martens Closed Cup

FLAMMABLE LIMITS IN AIR: Not available.

AUTOIGNITION TEMPERATURE: Not available.
SECTION 10: STABILITY AND REACTIVITY

STABILITY: Stable under normal temperatures and pressures. Avoid heat, sparks, or flame.

INCOMPATIBILITY: Avoid acids, alkalies, oxidizing agents, reducing agents, reactive halogens, or reactive metals.

REACTIVITY: Polymerization is not known to occur under normal temperatures and pressures. Not reactive with water.

HAZARDOUS DECOMPOSITION PRODUCTS: None under normal temperatures and pressures. Also see SECTION 5: HAZARDOUS COMBUSTION PRODUCTS.

SECTION 11: TOXICOLOGICAL INFORMATION

SENSITIZATION: Based on best current information, there may be known human sensitization associated with this product.

MUTAGENICITY: Based on best current information, there may be mutagenicity associated with this product.

CARCINOGENICITY: Mineral oils, untreated or mildly treated are listed by IARC as a known carcinogen. Mineral oils, untreated or mildly treated are classified by NTP as having limited evidence of carcinogenicity in humans or sufficient evidence of carcinogenicity in experimental animals.

There may be hydrocarbon and chlorinated solvents; metals, and polynuclear aromatics present in this product which are listed by OSHA as known carcinogens. There may be hydrocarbon and chlorinated solvents; metals, and polynuclear aromatics present in this product which are listed by IARC as known, probable, or possible carcinogens. There may be hydrocarbon and chlorinated solvents; metals, and polynuclear aromatics present in this product which are classified by NTP as known carcinogens or as having limited evidence of carcinogenicity in humans or sufficient evidence of carcinogenicity in experimental animals. There may be hydrocarbon and chlorinated solvents; metals, and polynuclear aromatics present in this product which are recognized by ACGIH as confirmed or suspected human carcinogens.

Also see SECTION 3: CANCER INFORMATION.
USED OIL
MATERIAL SAFETY DATA SHEET

REPRODUCTIVE TOXICITY:
Based on best current information, there may be reproductive toxicity associated with this product.

TERATOGENICITY:
Based on best current information, there may be teratogenicity associated with this product.

TOXICOLOGICALLY SYNERGISTIC PRODUCT(S):
Based on best current information, there may be toxicologically synergistic products associated with this product.

SECTION 12: ECOLOGICAL INFORMATION

ECOTOXICITY:
Not available.

OCTANOL/WATER PARTITION COEFFICIENT:
Not available.

VOLATILE ORGANIC COMPOUNDS:
Not available.
As per 40 CFR Part 51.100(s).

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose in accordance with federal, state, provincial, and local regulations. Regulations may also apply to empty containers. The responsibility for proper waste disposal lies with the owner of the waste. Contact Safety-Kleen regarding proper recycling or disposal.

SECTION 14: TRANSPORT INFORMATION

DOT:
Not regulated.

TDG:
Not regulated.

EMERGENCY RESPONSE
Not applicable.

GUIDE NUMBER:
Reference North American Emergency Response Guidebook

SECTION 15: REGULATORY INFORMATION

USA REGULATIONS SARA SECTIONS 302 AND 304:
Based on the ingredient(s) listed in SECTION 2, this product does not contain any "extremely hazardous substances" listed pursuant to Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) Section 302 or Section 304 as identified in 40 CFR Part 355, Appendix A and B.

Revision 9/07; MSDS Form No. 81451 - Page 9 of 10
USED OIL
MATERIAL SAFETY DATA SHEET

SARA SECTIONS 311 AND 312: This product poses the following physical and health hazards as defined in 40 CFR Part 370 and is subject to the requirements of sections 311 and 312 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA):
- Immediate (Acute) Health Hazard
- Delayed (Chronic) Health Hazard

SARA SECTION 313: This product may contain "toxic" chemicals subject to the requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) and 40 CFR Part 372.

CERCLA: This product may contain "hazardous substances" listed pursuant to Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) in 40 CFR Part 302, Table 302.4.

TSCA: Not available.

CALIFORNIA: This product is not for sale or use in the State of California.

CANADIAN REGULATIONS
WHMIS: Not regulated

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA): Not available.

SECTION 16: OTHER INFORMATION

REVISION INFORMATION: Change from MSIS to MSDS.

LABEL/OTHER INFORMATION: Not available.

User assumes all risks incident to the use of this product. To the best of our knowledge, the information contained herein is accurate. However, Safety-Kleen assumes no liability whatsoever for the accuracy or completeness of the information contained herein. No representations or warranties, either express or implied, or merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to information or the product to which information refers. The data contained on this sheet apply to the product as supplied to the user.

©2007 Safety-Kleen Systems, Inc.
**EZ Profile™**

**Requested Facility:** Peoria City - County #2 Landfill

- [ ] Unsure  Profile Number: 611699IL
- [ ] Multiple Generator Locations (Attach Locations)  [ ] Request Certificate of Disposal  [ ] Renewal? Original Profile Number: ____________________________

**A. GENERATOR INFORMATION (MATERIAL ORIGIN)**

1. Generator Name: **Commerce Bank**
2. Site Address: 116 N. E. Madison Ave
   (City, State, ZIP) Peoria IL 61602
3. County: ____________________________
4. Contact Name: **Dick Diekemper**
5. Email: ____________________________
6. Phone: (309) 208-7627  7. Fax: ____________________________
8. Generator EPA ID: ____________________________  [ ] N/A
9. State ID: ____________________________  [ ] N/A

**B. BILLING INFORMATION**

- [ ] SAME AS GENERATOR
1. Billing Name: **Wellington Environmental**
2. Billing Address: 607 Hanley Industrial Court
   (City, State, ZIP) St Louis MO 63144
3. Contact Name: **Accounting Manager**
4. Email: sbenson@environmentalcare.com
5. Phone: (314) 844-4930  6. Fax: (314) 644-6744
7. WM Hauled?  [ ] Yes  [ ] No
8. P.O. Number: ____________________________
9. Payment Method:  [ ] Credit Account  [ ] Cash  [ ] Credit Card

**C. MATERIAL INFORMATION**

1. Common Name: **Friable Asbestos**
   Describe Process Generating Material:  [ ] See Attached
   Removal of regulated, friable asbestos containing materials from demolition/dismantling or remediation activities. Does not include clean-up wastes, such as soil, that are contaminated with asbestos.
2. Material Composition and Contaminants:  [ ] See Attached
   1. Demolition debris, asbesto 100 %
   2. 
   3. 
   4. 
   5. Total composition must be equal to or greater than 100% ≥100%
3. State Waste Codes: ____________________________  [ ] N/A
4. Color: **Various**
5. Physical State at 70°F:  [ ] Solid  [ ] Liquid  [ ] Other: ____________________________
6. Free Liquid Range Percentage: ____________________________ to ____________________________  [ ] N/A
7. pH: ____________________________ to ____________________________  [ ] N/A
8. Strong Odor:  [ ] Yes  [ ] No  Describe: ____________________________
9. Flash Point:  [ ] <140°F  [ ] 140°-199°F  [ ] ≥200°  [ ] N/A

**D. REGULATORY INFORMATION**

1. EPA Hazardous Waste?  [ ] Yes*  [ ] No  Code: ____________________________
2. State Hazardous Waste?  [ ] Yes*  [ ] No  Code: ____________________________
3. Is this material non-hazardous due to Treatment, Delisting, or an Exclusion?  [ ] Yes*  [ ] No
4. Contains Underlying Hazardous Constituents?  [ ] Yes*  [ ] No
5. From an industry regulated under Benzene NESHAP?  [ ] Yes*  [ ] No
6. Facility remediation subject to 40 CFR 63 GGGGG?  [ ] Yes*  [ ] No
7. CERCLA or State-mandated clean-up?  [ ] Yes*  [ ] No
8. NRC or State-regulated radioactive or NORM waste?  [ ] Yes*  [ ] No
9. If Yes, see Addendum (page 2) for additional questions and space.
10. Contains PCBs?  [ ] Yes  [ ] No
   - a. Regulated by 40 CFR 761?
   - b. Remediation under 40 CFR 761.61 (a)?
   - c. Were PCB imported into the US?
11. Regulated and/or Untreated Medical/Infectious Waste?  [ ] Yes  [ ] No
12. Contains Asbestos?  [ ] Yes  [ ] No
   - a. Non-Friable
   - b. Friable

**E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION**

1. Analytical attached  [ ] Yes
2. Please identify applicable samples and/or lab reports: ____________________________
3. 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: 20
   - [ ] Tons  [ ] Yards  [ ] Drums  [ ] Gallons  [ ] Other: ____________________________
3. Container Type and Size: 20 yard asbestos
4. USDOT Proper Shipping Name: ____________________________  [ ] N/A
   - RC Asbestos, Class 9 NA2212, PGIII

**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): **Stella Benson**  Date: 12/04/2014
- Title: **Accounting Manager**
- Company: **Wellington Environmental Consulting & Co.**

**Certification Signature**

**THINK GREEN:**

**QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE**

Revised September 12, 2014
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REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: January 21, 2015

ACTION REQUESTED: Receive and File Monthly Report

BACKGROUND: The following report is provided for engineering items that have occurred since the last scheduled Committee meeting:

Financial Information

Attached is a spreadsheet showing the engineering services provided from July 1, 2014 through December 31, 2014. The total amount billed to date is $194,794.85. These costs include construction observation, pump and other related material purchases, legal support services and ongoing operational costs. Legal support services were originally budgeted at $5,000 and current billing is at $16,652.27 due to request for additional services by the Committee associated with RTC litigation, which includes file search and review of historic documentation. Engineering services for Gas Collection and Control System Rehabilitation (GCCS) were budgeted for $65,000 and current expenditures are $54,413.42. Construction record drawings have been completed and included in the IEPA Construction Quality Assurance (CQA) report submitted to the IEPA January 9, 2015. The costs associated with the CQA report after December 31, 2014 are not included in the current billing.

Updates Regarding Compliance Activities, Measures and Progress

Since the last Committee meeting, there was one unscheduled shutdown of the gas collection system on December 3, 2014. This shut down lasted for 64 minutes and the subsequent reporting required Mr. Bergsten’s signature as a standard procedure to the IEPA. Should the flare shutdown for longer than one (1) hour, the IEPA is to be notified within 30 days. The flare was shut down for maintenance of the blower belts and to install a temporary landfill gas flow meter to allow for the calibration of the permanent meter. The landfill gas flow meter is required to be calibrated for flow every two years as part of the current greenhouse gas regulations.

As reported at the last Committee meeting, Foth installed the final automated solar pump at partially decommissioned gas well C-1 on November 4, 2014. The system continues to show improvement in landfill gas collection and the new pumps have improved leachate and condensate collection efforts. A three dimensional representation of the third and fourth quarter 2014 leachate elevations is attached to this memo. Based on historic site data, winter temperatures will likely result in increased condensate generated in the system for disposal.

The removal of excess liquid in the southeast portion of the landfill due to system improvements has continued to allow gas wells in that area to maintain proper vacuum levels, as designed. The system improvements require gas well balancing/adjusting at the landfill. During the months of November and December, Foth utilized data collected for mapping leachate and vacuum levels throughout landfill No. 1 to begin balancing the well field. Balancing the well field takes time and patience as the system reacts to adjustments made at each individual well head. The results have shown increased methane levels and improved available vacuum when conducting monthly gas readings at the gas wells and flare.
The southeast area of the landfill has experienced groundwater and gas impacts due to landfill gas concentrations likely resulting from historically inefficient gas removal. These impacts are observed in groundwater monitoring wells G02S, G04S and gas monitoring device GMD2. Increased leachate and condensate levels in the area have contributed to ineffective gas collection, resulting in gas migration and subsequent exceedances at GMD2 and trace organic compound detects in area groundwater monitoring wells. Foth has focused mitigation efforts on both issues, and subsurface gas migration and resulting groundwater impacts should continue to improve due to the GCCS and leachate extraction system improvements.

**FINANCIAL IMPACT:** The time period of the budget for engineering services is currently 50% complete. Including the additional services required the GCCS project and legal support; the current expenditures are 69% of the approved engineering budget. For the same time period, the current expenditures for operational services minus the GCCS project and Legal support are 57% of the approved budget.

The Committee’s FY2014 Budget includes $230,000 for the proposed GCCS improvements and engineering oversight. The expenditures associated with the GCCS improvements are $212,825.46, as of December 31, 2014.
<table>
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<th>Phase Description</th>
<th>Compensation July</th>
<th>August</th>
<th>Sept</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>TOTAL %</th>
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</thead>
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<tr>
<td>Operations</td>
<td>$150,000</td>
<td>$14,401</td>
<td>$10,133</td>
<td>$7,345</td>
<td>$7,780</td>
<td>$11,211</td>
<td>$7,780</td>
<td>$2,426</td>
<td>$2,426</td>
<td>$2,426</td>
<td>$2,426</td>
<td>$2,426</td>
<td>$4,174,985</td>
<td>69%</td>
<td>170,572</td>
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<tr>
<td>Entrance Dam</td>
<td>$0</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<td>$-</td>
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<td>$0.00</td>
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<td>$0.00</td>
</tr>
</tbody>
</table>
| Groundwater Assessments | $40,000 | $5,071 | $499  | $7,210  | $1,349  | $158  | $1,196| $-   | $-   | $-   | $-   | $-    | $10,516  | 26%  | 10,516 |}
| Operations        | $70,000           | $5,125 | $5,186| $6,415  | $5,706  | $6,082  | $5,296| $-   | $-   | $-   | $-   | $-    | $33,810  | 48%  | 13,120 |
| GCCS Rehabilitation | $65,000          | $27,587| $16,484| $6,947  | $660   | $1,479  | $808  | $-   | $-   | $-   | $-   | $-    | $54,413  | 84%  | 54,413 |}
| Monitoring        | $0                | $-     | $-    | $-      | $-      | $-      | $-  | $-  | $-  | $-  | $-  | $-  | $0.00  | $0.00 | $0.00|
| Miscellaneous     | $5,000            | $6,517 | $1,160| $8,975  | $16,652| $333%   | $-   | $-   | $-   | $-   | $-   | $-    | $-      |       |       |
| Mtgs & Misc       | $30,000           | $2,313 | $3,343| $3,130  | $2,952  | $3,050  | $2,426| $17,213| $57%  | $8,606| $7,606| $10,516| $170,572| 69%  | 170,572|
| Design/Pump Install | $12,000          | $2,189 | $4,150| $2,819  | $510   | $9,670  | $81%  | $4,174| $101% | $4,174| $4,174| $4,174| $54,413  | 84%  | 54,413 |}
AGENDA DATE REQUESTED: January 21, 2015

ACTION REQUESTED: Approval for Mr. Bergsten’s Signature:

- PCC LF1 – Clean Air Act Permit Program (CAAPP) Semi-Annual Startup, Shutdown, and Malfunction Plan (SSMP) Report

BACKGROUND: The Clean Air Permit Program requires several reports to be submitted semi-annually in regards to various compliance, monitoring and operational data for the Peoria City/County Landfill. The SSMP and NSPS reports described above are two of them. They include gas system monitoring and downtime data for the second half of 2014 and are due February 1, 2015.

During the previous month, Foth completed the construction quality assurance (CQA) report for the Gas Collection and Control System the improvements completed during July through November of 2014 in the southeast portion of Landfill No. 1. The report was submitted to the Illinois Environmental Protection Agency (IEPA) on January 9, 2015. Chairman Bergsten signed as owner and operator of Peoria City County Landfill No. 1.

Since the last Committee meeting, there was one unscheduled shutdown of the gas collection system on December 3, 2014. This shut down lasted for 64 minutes and the subsequent reporting required Mr. Bergsten’s signature as a standard procedural submittal to the IEPA. Should the flare shutdown for longer than one (1) hour, the IEPA is to be notified within 30 days. The flare was shut down for maintenance of the blower belts and to install a temporary replacement landfill gas flow meter. The landfill gas flow meter is required to be calibrated for flow every two years as part of the current greenhouse gas regulations.

We currently do not expect any other reports that require Mr. Bergsten’s signature; however, we respectfully request approval to obtain his signature should the need arise prior to the next Committee Meeting. Should we require Mr. Bergsten’s signature in the interim, a report will be brought before the board at the next scheduled meeting.

FINANCIAL IMPACT: The submittals of the SSMP and NSPS reports are included as part of the 2014-15 Agreement for Professional Services with Foth.
Coal Combustion Residue

The National and Illinois Perspective

- What is Coal Combustion Residue
  - Bottom Ash
  - Fly Ash
  - Boiler slag
  - Flue gas desulfurization materials
- Disposed in either dry landfills to wet ponds.
**EPA FINAL Rules**

- Issued in November 19, 2014
  - Driven by TVA-Kingston failure
  - 100 million tons per year of CCR
  - Bevill exemption for CCR that is beneficial used. Defined beneficial use as a “functional benefit”. For unencapsulated uses on non-road projects, limit of 12,400 tons.

---

**Kingston, TN**
**EPA Final Rule**

- **Applicability**
  - Applies to power plants (NAICS code 21112)
- **Two main facility types**
  - Landfills (dry)
  - Ponds (wet)
- **Rule requirements for**
  - New facilities
  - Existing facilities

---

**EPA Final Rule**

- **Landfills –New**
  - Location restrictions
  - Composite liners and LCRS are required
  - Groundwater monitoring required
  - Operating requirements (dust, stormwater, inspections)
  - Closure and Post Closure plans
  - Recordkeeping
  - Must develop a public available internet site
EPA Final Rule

- Landfills – Existing
  - No location restrictions
  - Not required to have composite liner/LCRS (except when expanding)
  - Groundwater monitoring
  - Operating requirements
  - Written closure and post closure plans
  - Internet Site

EPA Final Rule

- Ponds – New
  - Same as the new landfill requirements except no LCRS required
  - Must conduct structural integrity evaluations and develop emergency plans
  - Weekly and annual inspections
  - Complete hydrologic and hydraulic capacity evaluations
  - Must be able to handle flood flows without overtopping.
EPA Final Rule

- Ponds – Existing
  - All the landfill rules apply
  - If unit does not have a liner then must retrofit or close
  - If contamination is detected above SSL, then must retrofit or close
  - Conduct a factor of safety evaluation. Fail, then close.

EPA Final Rule

- Enforcement
  - Subtitle D is enforced by state rules
  - CCR disposal rule different
    - Does not require permits
    - Does not require states to adopt the rules
    - EPA cannot enforce the rule
    - Rule enforced by States of Citizens suing the utility
    - States can enforce their regulations as independent states.
Illinois Coal Power Plants

EPA Rule

- Questions
Illinois Coal Ash Rules

Existing
- Title 35 – Part 840 Site specific closures of combustion waste surface impoundments
  - Applies to closure of Ash Pond D at Hutsonville Power Station, Crawford County

Illinois Coal Ash Rules

Proposed
- Part 841 – Coal Combustion Waste Surface Impoundments at Power Generating Facilities
- Rule addresses Monitoring, Corrective Action, and closure of ash surface impoundments
- Applies to all surface impoundments operating at the time the rule is implemented
- Some exceptions for existing facilities
Illinois Coal Ash Rules

- There are 89 surface impoundments for coal ash in Illinois
- Only 31 of the impoundments are lined
- 28 have groundwater monitoring
- New EPA rule could force the closure of many of the surface impoundments.

Coal Ash and MSW Disposal

- Should CCR and MSW be comingled in a Subtitle D Landfill?
  - Operations (dust, equipment, workers)
  - Biological activity
  - Leachate recirculation
  - Leachate disposal
Illinois Final Rule

- Questions
- http://www2.epa.gov/coalash/coal-ash-rule
AGENDA DATE REQUESTED: January 21, 2015

ACTION REQUESTED: CONSIDERATION OF AN OPTION & LAND LEASE AGREEMENT.

BACKGROUND:

Staff has prepared an agreement with SBA Towers VI LLC (SBA) for leasing space on City/County owned property for use as a telecommunications facility. The agreement defines the use of property, permitted activities, rent and term.

Permitted activities include surveys, soil borings, radio propagation studies and inspections.

The Leased Space shall consist of 10,000 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises.

Rent for the first five (5) years of the lease will be $925 per month. Starting the 2nd year of the lease, the amount of rent shall increase by two percent (2%) annually.

Steve Giebelhausen has reviewed the following contracts up submitted for your approval.

FINANCIAL IMPACT: NA
ENTRY AND TESTING AGREEMENT

This Entry and Testing Agreement (“Agreement”) is made and entered into as of the ___ day of _____________, 2015, by and between SBA Towers VI LLC, a Florida Limited Liability Company (“SBA”), and The City of Peoria, an Illinois Municipal Corporation and the County of Peoria, a Body Politic Incorporate (“Owner”) concerning the following described real property: Parcel No. 12-26-400-006 in Peoria County (“Property”).

A. WHEREAS, SBA has an interest in leasing space on the Property for use as a site for a telecommunications facility (“Facility”); and

B. WHEREAS, In order for SBA to determine the feasibility of the Property as a site for the Facility, it is necessary for employees, agents or independent contractors of SBA to enter upon and inspect the Property and/or temporarily locate communications equipment on the Property to conduct tests; and

C. WHEREAS, SBA seeks Owner’s permission for SBA, its employees, agents and/or independent contractors to enter upon, inspect and/or conduct testing activities and applications concerning the Property pursuant to the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, SBA and Owner agree as follows:

1. Consent. Owner grants permission to SBA, its employees, agents and independent contractors (“Authorized Parties”), to enter upon the Property to conduct and perform some or all of the following activities (“Permitted Activities”): surveys, geotechnical soil borings and analyses, Phase I environmental audits, boundary surveys, radio propagation studies and such other tests and inspections of the Property which SBA may deem necessary or advisable. SBA agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and operation and removal of equipment on the Property.

2. Term. The term (“Term”) hereof shall be up to thirty (30) days from full execution of this Agreement and shall be revocable by SBA at any time.

3. Access. Owner grants permission to the Authorized Parties to enter upon the Property to perform the Permitted Activities during the Term of this Agreement upon SBA providing 24 hours prior written notice to Owner. The Authorized Parties may access the Property to install and leave equipment during the Term.

4. Removal of Equipment. SBA agrees that it will, upon the conclusion of its testing, remove any equipment installed on the Property as a part of the Permitted Activities, repair any damage to the Property that has been caused in connection with any of the Permitted Activities, and will return the Property to the condition it was in before the Authorized Parties’ entry onto the Property. In the event any equipment installed on the Property by the Authorized Parties is not timely removed by the end of the Term, Owner will have the right to remove such equipment and SBA agrees to be responsible for the reasonable costs of such removal.

5. Indemnity. SBA agrees to indemnify, save harmless, and defend the Owner and its directors, officers, employees, and management agent, if any, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or
damage to property to the extent arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Authorized Parties in conducting the Permitted Activities. Any defense conducted by SBA of any such claims, actions, damages, liability and expense will be conducted by attorneys chosen by SBA and SBA will be liable for the payment of any and all court costs, litigation expenses, reasonable attorneys’ fees and any judgment that may be entered therein.

6. **Insurance.** SBA’s representative and/or independent contractors’ will procure and maintain a public liability policy, with limits of $1,000,000 for bodily injury and $1,000,000 for property damage, with a certificate of insurance to be furnished to Owner prior to entering the Property to perform any Permitted Activities.

7. **Representations.** The signatories below have the full right and authority to enter into this Agreement on behalf of SBA and Owner and to perform the obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

**Owner**

**SBA Towers VI LLC, a Florida Limited Liability Company**

| By: ___________________________ | By: ___________________________ |
| Name: _________________________ | Name: Kevin Gallagher |
| Title: _________________________ | Title: Vice President - New Tower Builds |
| Date: _________________________ | Date: _________________________ |
| Contact Phone#: _____________ |
OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between The COUNTY OF PEORIA, ILLINOIS, a body politic and corporate, the CITY OF PEORIA, ILLINOIS, a municipal corporation, and the JOINT CITY OF PEORIA-COUNTY OF PEORIA SOLID WASTE DISPOSAL FACILITY BOARD, hereinafter referred to collectively as "Lessor", and SBA TOWERS V, LLC, a Florida limited liability company, having an office at 5900 Broken Sound Parkway, N. W., Boca Raton, Florida 33487-2797, hereinafter referred to as "Lessee." NB Approves

1. The Option.
   (a) For the sum equal to one (1) month's rent as defined in Paragraph 4, below NB Approves (the “Option Fee”), to be paid to Lessor by Lessee upon execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional one (1) year period upon written notification to Lessor by Lessee accompanied by the payment of an additional amount equal to one (1) month's rent as defined in Paragraph 4, below NB Approves (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the “Option Period.”
   (b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, Rent (as defined below), and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated. Upon Lessee's exercise of the Option, the Lease which follows will take effect and Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.
   (c) During the Option Period, Lessee shall have the right to enter Lessor's property to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.
   (d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice provision specified herein. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

2. Leased Space and Premises.
   Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 10,000 square feet of space as depicted in Exhibit A attached hereto (the “Leased Space”) within the property commonly known as Assessor's Parcel Number 12-26-400-006 with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee’s cost. The survey will automatically replace Exhibit A and be made a part hereof. The Leased Space legal and access and utility easement set forth in the survey will replace any parent parcel description set forth in Exhibit B as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communications tower, antennas, cables, and related structures and improvements (collectively the “Structures”), including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor’s prior written consent which shall not be unreasonably withheld, conditioned or delayed. In the event Lessee chooses to erect a guyed tower, Lessor hereby grants an appurtenant easement to Lessee (i) in, over and across the Premises for the purpose of anchoring, mounting and replacing the guy wires extending from Lessee’s tower on the Leased Space, and (ii) in, over and across that portion of the Premises lying within twenty (20) feet from each guy wire anchor and from both sides of every guy wire for the purpose of maintaining and repairing such guy anchors and wires together with the right to clear all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, undergrowth, or other obstructions which may, in the reasonable opinion of Lessee, interfere with or fall upon Lessee’s tower, any of the tower’s guy anchors and wires or any of Lessee’s other improvements on the Leased Space.

3. Term.
   The initial term of this Lease will be five (5) years from the “Commencement Date” specified below (no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to ten (10) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term.

4. Rent.
   The rent for the first five (5) years of the Lease will be Nine Hundred and Twenty-Five NB Approves and No/100 Dollars ($925.00) per month (the “Rent”), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. Starting in the second (2nd) year of the Lease, the amount of the rent, annualized and paid in monthly installments, shall increase by two percent (2%). If the initial term or any renewal term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the initial term or renewal term and the denominator of which is the total number of days in the full calendar month. Beginning with the sixth (6th) year of the Lease and every fifth (5th) year thereafter, the then-current-monthly-rental-fee will be increased by the lesser of (i) fifteen (15%) percent or (ii) the percentage change in the Consumer Price Index (“CPI”) for the immediately preceding initial-term or renewal-term for which the Rent has remained constant. For the purposes of the calculation, the CPI will be the Consumer Price Index U.S. Averages for the Urban Wage Earners and Clerical Workers All Items (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics for the three (3) months prior to the escalation date. Each such year shall commence on the corresponding anniversary of the Commencement Date. Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements.

5. Ingress and Egress.
   Lessor hereby grants to Lessee an
easement (the “Easement”) for ingress, egress and regress over the
Premises adjacent to the Leased Space for construction, operation and
maintenance of the Structures on the Leased Space, and for
installation, construction, operation and maintenance of underground
and above ground telephone, telegraph, and power lines, in
connection with its use of the Leased Space. The term of this
Easement will commence upon exercise of the Option and will
continue until the last to occur of (i) expiration of the initial term or
renewal term, or (ii) removal by Lessee of all of its property from the
Leased Space after expiration of the initial term or renewal term. The
location and configuration of the Easement will be agreed upon by
the parties within ten (10) business days after the latter of Lessee's
exercise of the Option, or Lessee’s approval of the survey. The
Easement shall be included in any recorded Memo (as hereinafter
defined) of this Lease. In addition, at Lessee's request and expense,
this Easement will be set forth in a separate easement agreement (the
“Easement Agreement”) which Lessor and Lessee agree to execute
and which Lessee will have recorded as an encumbrance on the
property of Lessor. In all events, the Easement and this Lease shall
be binding upon all subsequent owners, successors and assigns.

Lessee agrees that Lessor may, at Lessor’s expense, relocate the above described easements to another comparable
location on the Premises provided that: (a) Lessee receives no less
than sixty (60) days prior written notice thereof; (b) Lessee approves
the proposed new location of the easement, which approval will not
be unreasonably withheld or delayed; (c) Lessee’s access and
beneficial use and enjoyment of the Leased Space is not interrupted,
obstructed or materially affected; and (d) the utility services to the
Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and
covenants that Lessor owns the Leased Space in fee simple terms,
free and clear of all liens, encumbrances and restrictions of every
kind and nature, except for those as set forth below:

<table>
<thead>
<tr>
<th>Name of Lien holder</th>
<th>Type of Lien</th>
</tr>
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</table>

Lessor represents and warrants that there are no matters
affecting title that would prohibit, restrict or impair the leasing of the
Leased Space or use or occupancy thereof in accordance with the
terms and conditions of the Lease. Lessor represents and warrants to
Lessee that Lessor has the full right to make this Lease and that
Lessee will have quiet and peaceful possession of the Leased Space
throughout the initial term or renewal term.

7. Subordination, Non-disturbance and Attornment.
(a) Lessee agrees that this Lease will be subject and
subordinate to any mortgages or deeds of trust now or hereafter
placed upon the Leased Space and to all modifications thereto, and to
all present and future advances made with respect to any such
mortgage or deed of trust; provided that, the holder of any such
instrument agrees in writing that Lessee's possession of the Leased
Space will not be disturbed so long as Lessee will continue to
perform its duties and obligations under this Lease and Lessee's
obligation to perform the duties and obligations will not be in any
way increased or its rights diminished by the provisions of this
paragraph. Lessee agrees to attorn to the mortgagee, trustee, or
beneficiary under any such mortgage or deed of trust, and to the
buyer in a sale pursuant to the foreclosure thereof; provided that,

Lessee's possession of the Leased Space will not be disturbed so long
as Lessee will continue to perform its duties and obligations under
this Lease. Lessee's obligations hereunder are conditioned upon
receipt by Lessee, within ten (10) business days after Lessee's notice
of its intent to exercise the Option, or within ten (10) business days
after the date of creation of any future mortgages or deeds of trust, of
a Subordination, Non-disturbance and Attornment Agreement in form
reasonably acceptable to Lessee, from any holder of a mortgage, deed
due or deed of trust to which this Lease is, or will become,
subordinate.
(b) Secured Parties. Lessee may from time to time grant
to certain lenders selected by Lessee and its affiliates (the “Lenders”) a
lien on and security interest in Lessee’s interest in the Leased and all
assets and personal property of Lessee located on the Leased Space
(the “Personal Property”) as collateral security for the repayment of
any indebtedness to the Lenders. Lessor hereby agrees to subordinate
any security interest, lien, claim or other similar right, including,
without limitation, rights of levy or distraint for rent, Lessee may
have in or on the Personal Property, whether arising by agreement or
by law, to the liens and/or security interests in favor of the Lenders,
whether currently existing or arising in the future. Nothing contained
herein shall be construed to grant a lien upon or security interest in
any of Lessor’s assets. Should Lender exercise any rights of Lessee
under the Lease, including the right to exercise any renewal option(s)
or purchase option(s) set forth in the Lease, Lessor agrees to accept
such exercise of rights by Lenders as if same had been exercised by
Lessee, and Lessee, by signing below, confirms its agreement with
this provision. If there shall be a monetary default by Lessee under
the Lease, Lessor shall accept the cure thereof by Lenders within
fifteen (15) days after the expiration of any grace period provided to
Lessee under the Lease to cure such default, prior to terminating the
Lease. If there shall be a non-monetary default by Lessee under
the Lease, Lessor shall accept the cure thereof by Lenders within thirty
(30) days after the expiration of any grace period provided to Lessee
under the Lease to cure such default, prior to terminating the Lease.
The Lease may not be amended in any respect which would be
reasonably likely to have a material adverse effect on Lenders' interest
therein or surrendered, terminated or cancelled, without the
prior written consent of Lenders. If the Lease is terminated as a
result of a Lessee default or is rejected in any bankruptcy proceeding,
Lessor will enter into a new lease with Lenders or their designee on
the same terms as the Lease within fifteen (15) days of Lenders’
request made within thirty (30) days of notice of such termination or
rejection, provided Lenders pay all past due amounts under the Lease.
The foregoing is not applicable to normal expirations of the term of
the Lease. In the event Lessor gives Lessee any notice of default
under the terms of the Lease, Lessor shall simultaneously give a copy
of such notice to Lender at an address to be supplied by Lessee.
Lessee shall have the right to record a memorandum of the terms of
this paragraph.

8. Governmental Approvals and Compliance. During
the initial term or renewal term, Lessee will make reasonable efforts
to comply with all applicable laws affecting Lessee’s use or
occupancy of the Leased Space, the breach of which might result in a
penalty on Lessor or forfeiture of Lessor's title to the Leased Space.
Lessee will not commit, or suffer to be committed, any waste on the
Leased Space. Lessor agrees to fully cooperate with Lessee in order
to obtain the necessary permits for construction and use of the Leased
Space and its Structures (including any modification(s) to the tower
or Leased Space or the addition(s) of equipment or sublessees to the

Site Name: Brimfield 3
Site No.: IL16461-B
tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect Lessee’s ability to obtain all of the necessary permits required for construction of the Structures. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee’s intended Structures on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

9. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. However Lessee shall notify Lessor not less than 60 days prior to any such assignment. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. With the exception of a conveyance of fee simple title to the property, to Friends of Wildlife Prairie State Park, A Licensed Illinois Not for Profit Corporation, Lessor may not assign the Rent or the Agreement or any rights hereunder, or grant any interest in any portion of the Property, except in connection with conveyance of fee simple title to the Property, without the prior written consent of Lessee, in Lessee’s sole and absolute discretion. Any action taken by Lessor as part of a scheme or contrivance to circumvent the intent of this Section will cause the monthly Rent payable to Lessor or its successors or assigns to be reduced by fifty percent (50%) for all terms remaining under the Agreement. Notwithstanding the above, a transfer of fee title to all or any portion of the Premises to a member of the family shall not trigger the terms of this section.

10. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor:
Peoria County
324 Main Street, Room 502
Peoria, IL 61602
Phone # - (309)672-6056

City of Peoria
City Hall
419 Fulton, Suite 207
Peoria, IL 61602
Phone # - (309) 494-8524

Peoria City/County Landfill Committee
c/o City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: Chairman

Rent Payable to: The Peoria City/County Landfill Committee

To Lessee: SBA Towers V, LLC
5900 Broken Sound Parkway, N. W.
Boca Raton, FL 33487-2797
RE: IL16461-B Brimfield 3
Attn: Site Administration
Phone # - (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

11. Lessee Improvements. Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of Lessee. The Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities. Lessee shall construct the improvements and design the Leased Area such that it will able to accommodate a minimum of (2) subleases, but any subleasing of the Leased Area will be at the sole discretion of the Lessee.

12. Insurance. By adding the word “collectively” in the definition of “Lessor”, there is only one Lessor, not more than one. Lessor - Lessor, at all times during the initial term or renewal term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars ($1,000,000) which will name Lessee as an additional insured party. On or before the Commencement Date, Lessor will give Lessee a certificate of insurance evidencing that such insurance is in effect. Such insurance shall name Lessee as an additional insured with respect to the Leased Space, shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee’s request for such insurance. Lessee - Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering
all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars ($1,000,000), which will name Lessor as an additional insured party. On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor’s request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. Operating Expense. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the initial term or renewal term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

14. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessee will pay when due all real property taxes and all other fees and assessments attributable to the Premises.

15. Maintenance. Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair that is consistent with the existing conditions as of the Commencement Date.

16. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys’ fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee’s invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor’s agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor’s agents, servants, employees, licensees or invitees. Except for willful misconduct, neither Lessor nor Lessee will in any event be liable in damages for each other’s business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

17. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee’s intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee’s contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee’s use of the Leased Space or Lessee’s equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee’s breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor’s breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor’s obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessor’s failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee’s receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.
18. **Exclusivity.** As part of Lessee’s right to the undisturbed use and enjoyment of the Premises, Lessor shall not at any time during the term of the Agreement (i) use or suffer or permit another person to use any portion of the Property or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Property that permits (either during the term of the Agreement or after the term hereof) any of the uses permitted under the Agreement without the prior written consent of Lessee, in Lessee’s sole discretion. *This Language has been added to Section 11 – Lessee Improvements.*

19. **Binding on Successors.** The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. **Access to Leased Space/Premises.** Lessee shall have at all times during the initial term or renewal term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. **Governing Law.** The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. **Entire Lease.** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. **Survey and Testing.** Lessee will have the right during the initial term or renewal term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void: provided that at Lessee’s sole expense the Leased Space will be promptly restored to the extent contemplated by the Leassee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. **Oil, Gas and Mineral Rights.** Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. **Hazardous Waste.**

(a) The term “Hazardous Materials” will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. ’1251 et seq. (33 U.S.C. ’1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. ’6901 et seq. (42 U.S.C. ’6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. ’9601 et Seq. (42 U.S.C. ’9601). The term “Environmental Laws” will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the initial term or renewal term of this Lease (a "Breach"); and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys’ fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the initial term.
or renewal term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the initial term or renewal term of this Lease and any renewal periods thereof.

26. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid and enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

31. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memo and record same in the public records.

33. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi-governmental authority or agency with the power of condemnation during the initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

35. Right of First Refusal. If at any time during the term of the Agreement, Lessor receives a bona fide written offer from a third person (the “Offer”) to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Agreement, the Premises or the Property, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor’s notice and terms to exercise Lessee’s

Site Name: Brimfield 3
Site No.: IL16461-B
right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the offer will be deemed rejected.

*This right of first refusal shall not apply to Lessor transferring the Leased Space and/or Premises to Wildlife Prairie State Park, A Licensed Illinois Not for Profit Corporation.*

36. **Date of Lease.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

**COMMENCEMENT DATE:** The date that Lessee exercises its Option.
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: The City of Peoria, an Illinois Municipal Corporation

ERROR! Reference source not found.

LESSEE: SBA TOWERS V, LLC,
a Florida limited liability company

By: ______________________________________
Alyssa Houlihan
Name: Vice President, Site Leasing
Date: ____________________________________

By: ______________________________________

Witness: __________________________________
Print Name: ______________________________
Witness: __________________________________
Print Name: ______________________________

Witness: __________________________________
Print Name: ______________________________
Witness: __________________________________
Print Name: ______________________________

Notary Public:
I do hereby certify that ____________________, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this __________ day of __________, 20__.

Notary Signature

Notary Public:
I do hereby certify that ALYSSA HOULIHAN, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this __________ day of __________, 20__.

Notary Signature
LESSOR: County of Peoria, a Body Politic Incorporate

By: ______________________________________
    Lori Curtis Luther
Title: County Administrator
Date: ______________________________________

Attest: ____________________________________
Print Name:  R Steve Sonnemaker, Peoria County Clerk

Notary Public:
I do hereby certify that ________________________, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _______ day of ____________, 20__.

________________________________________
Notary Signature

Error! Reference source not found.LESSOR: Joint City of Peoria-County of Peoria Solid Waste Disposal Facility Board

By: ______________________________________
    Lester D. Bergsten
Title: Chairman
Date: ______________________________________

Attest: ____________________________________
Print Name: __________________________________

Notary Public:
I do hereby certify that ALYSSA HOULIHAN, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _______ day of ____________, 20__.

________________________________________
Notary Signature
EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of 10,000 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

Initials: ____________

Initials: ____________
EXHIBIT B

LEGAL DESCRIPTION
ATTACH LEGAL DESCRIPTION FROM DEED

The Leased Space shall consist of 10,000 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN A PART OF THE S 1/2 OF SECTION 26, A PART OF SECTION 24, AND A PART OF THE N 1/2 OF SECTION 16, ALL IN TWP. 46N, RGE. OF THE 1st P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS AND BEARINGS ARE FOR THE PURPOSE OF DESCRIPTION ONLY: BEGINNING AT A PIPE AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE S 89° 54' 51" E ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 35, A DISTANCE OF 644.04 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF AN EXISTING 102.864 ACRE TRACT; THENCE N 01° 04' 29" E, ALONG THE EAST LINE OF SAID TRACT, 1503.66 FEET TO A PIPE AT THE SOUTHWEST CORNER OF AN EXISTING 49.607 ACRE TRACT; THENCE N 50° 21' 03" E, 612.76 FEET TO A PIPE, THENCE N 89° 08' 38" E, 412.38 FEET TO A PIPE, THENCE N 28° 25' 35" E, 375.99 FEET TO A PIPE; THENCE S 89° 55' 12" E, 242.61 FEET TO A PIPE AT THE SOUTHEAST CORNER OF SAID 49.607 ACRE TRACT; THENCE S 72° 51' 59" E, ALONG THE SOUTH LINE OF SAID 49.607 ACRE TRACT, 2810.17 FEET TO A PIPE AT THE SOUTHWEST CORNER OF SAID 80 ACRE TRACT; THENCE N 13° 38' 21" E, ALONG THE EAST LINE OF SAID 80 ACRE TRACT, 1533.40 FEET TO A PIPE AT THE NORTHEASTLY CORNER OF SAID 80 ACRE TRACT; THENCE N 90° 00' 00" E, 23° E, 2.17 FEET TO THE CENTERLINE OF MURPHY ROAD AS DEPICTED IN DOCUMENT NO. 71-00219; THENCE N 11° 24' 11" E, ALONG SAID CENTERLINE, 839.21 FEET TO THE CENTERLINE OF OLD COTTONWOOD CEMETARY ROAD; THENCE S 04° 14' 80" E, ALONG SAID CENTERLINE, 101.26 FEET TO AN IRON ROD ON TH NORTHIER LINE OF THE S 1/2 OF SAID SECTION 25; THENCE N 04° 41' 22" W, ALONG SAID NORTHIER LINE, 23.00 FEET TO AN IRON ROD AT THE NORTHWEST CORNER OF AN EXISTING 92.90 ACRE TRACT; THENCE S 04° 02' 50" E, 1299.66 FEET TO AN IRON ROD AT THE SOUTHWEST CORNER OF SAID 82.90 ACRE TRACT; THENCE S 89° 40' 51" E, ALONG THE SOUTH LINE OF SAID 82.90 ACRE TRACT, 2468.91 FEET TO THE CENTERLINE OF OLD COTTONWOOD CEMETARY ROAD; THENCE S 41° 07' 41" W, 241.21 FEET; THENCE S 69° 57' 47" W, 650.56 FEET; THENCE S 42° 27' 22" W, 226.98 FEET; THENCE S 50° 44' 38" W, 221.66 FEET; THENCE S 11° 40' 13" W, 602.36 FEET; THENCE S 55° 43' 19" W, 240.79 FEET; THENCE S 29° 29' 09" W, 264.92 FEET; THENCE S 23° 06' 24" W, 602.40 FEET; THENCE S 07° 03' 43" E, 173.28 FEET; THENCE S 24° 01' 04" W, 118.87 FEET; THENCE S 41° 18' 42" W, 178.98 FEET; THENCE S 44° 02' 83" E, 64.28 FEET TO THE NORTHEASTERLY CORNER OF AN EXISTING 131.79 ACRE TRACT. THE LAST TWELVE (12) PAIRED COURSES BEING ALONG THE CENTERLINE OF SAID JOHNSON CREEK; THENCE S 70° 22' 51" N, 976.70 FEET; THENCE N 45° 45' 25" W, 198.22 FEET; THENCE N 07° 07' 20" E, 397.20 FEET TO AN IRON ROD. THE LAST THREE (3) PAIRED COURSES BEING ALONG THE CENTERLINE OF SAID CREEK, THENCE N 76° 10' 30" W, 1248.42 FEET TO AN IRON ROD.

THENCE S 1° 31' 24" W, 1197.88 FEET TO THE CENTERLINE OF SAID MURPHY ROAD AND ALSO BEING THE NORTHWESTLY CORNER OF SAID 131.79 ACRE TRACT. THE LAST FIVE (5) PAIRED COURSES BEING ALONG THE CENTERLINE OF SAID MURPHY ROAD AND ALSO BEING THE NORTHWESTLY CORNER OF SAID 131.79 ACRE TRACT. THE LAST FIVE (5) PAIRED COURSES BEING ALONG THE CENTERLINE OF SAID MURPHY ROAD AND ALSO BEING THE NORTHWESTLY CORNER OF SAID 131.79 ACRE TRACT.

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PEORIA, AN ILLINOIS MUNICIPAL CORPORATION AND THE COUNTY OF PEORIA, A BODY POLITICAL INCORPORATE, IN JOINT TENANCY, GRANTEE, FROM AARCO INC, GRANTOR, BY DEED RECORDED 09/04/1952, INSTRUMENT NO. 28-1694, OF THE PEORIA COUNTY RECORDS.

Initials: ____________

Initials: ____________
AGENDA DATE REQUESTED: January 21, 2015

ACTION REQUESTED: APPROVAL FOR THE RENEWAL OF THE FARMING LEASE AGREEMENT WITH MR. ROGER BEECHER FOR 21 ACRES OF LAND ON THE PEORIA CITY/COUNTY LANDFILL PROPERTY. THIS LEASE AGREEMENT IS FOR A ONE (1) YEAR PERIOD FROM MAY 1, 2015 TO APRIL 30, 2016.

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

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

FINANCIAL IMPACT: NA
FARM LEASE

This Lease is entered into this day of __________ 2015, between, City of Peoria, an Illinois Municipal Corporation, the County of Peoria, a Body Politic and Corporate, in joint tenancy by and through Joint City/County Solid Waste Committee (Landlord), and, Roger Beecher and Kiley Beecher of Beecher Farms, 2511 North McAllister Road, Hanna City, Illinois 61536 (Tenant).

TERM OF LEASE: This lease shall be in effect for a period of one (1) year, from May 1, 2015 to April 30, 2016. Tenant shall give the Landlord notice of his desire to renew the lease for another year at least sixty (60) days prior to the expiration of said lease. Tenant acknowledges that Landlord has the option to renew or not renew this lease and expressly waives any four (4) month notice that may be required by 735 ILCS 5/9-206.

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

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

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

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

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

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

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

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

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

D. LAND USE:

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

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

E. IMPROVING, CONSERVING, AND MAINTAINING THE FARM:

   To improve the farm, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notice to Landlord:**

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

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

**Notice to Tenant:**

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

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

SIGNATURES:

TENANT

BY: __________________________
ROGER BEECHER
BEECHER FARMS

CITY OF PEORIA/COUNTY OF PEORIA
JOINT SOLID WASTE COMMITTEE

BY: __________________________
LESTER D. BERGSTEN,
CHAIRPERSON
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: January 21, 2015

ACTION REQUESTED: RECEIVE AND FILE FINANCIAL REPORTS

BACKGROUND: Attached is the revenue and expense financial report for financial transactions occurring January 2014 through December 2014. With the increase in Host Fees, the revenue receipts ended favorably at $639,920, exceeding the projected budget amount by $52,495.

The expenses for 2014 were favorably at $596,556, which is $43,364.02 below expected expenses, due in part to the accounting adjustment of $76,342.90 for expenses charged to 2013:
- Foth Invoice # 37216 / 36949 -- $39,500.99
- Foth invoice # 37691 -- $35,977.69
- Ameren Cilco Invoice # 14230-15006 -- $832.06
- GPSD invoice 20000501NOV13 -- $32.16

Other noted expenses that occurred in 2014 were the City and County payments 2% increase from $132,600 to $135,252 and $35,700 to $36,414, respectively; and the cost associated with the gas and leachate system construction for Landfill # 1, budgeted at $30,000 engineering and $200,000 construction, actual expense incurred was $212,017.

Additionally, the 4th Quarter results report is attached which includes the first, second, third and fourth actual quarter revenue and expense totals. The YTD (Year-To-Date) Actual column and 2014 Year-End Budget Balance (variance of budget to actual). Additionally, a chart has been added to visually depict the results.

The final attachment is the 2015 Landfill Budget projecting the monthly revenues and expenses for the upcoming year.
**Note:** All figures are in $ thousands, except where noted.

### REVENUES

**Landfill**

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>48,881.18</td>
</tr>
<tr>
<td>February</td>
<td>21,637.83</td>
</tr>
<tr>
<td>March</td>
<td>17,375.90</td>
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<tr>
<td>April</td>
<td>27,857.32</td>
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<tr>
<td>May</td>
<td>303,394.76</td>
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<td>June</td>
<td>48,294.45</td>
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<tr>
<td>July</td>
<td>45,370.12</td>
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<td>August</td>
<td>(58,542.02)</td>
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<tr>
<td>September</td>
<td>40,738.54</td>
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<tr>
<td>October</td>
<td>38,779.20</td>
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<tr>
<td>November</td>
<td>42,229.40</td>
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<tr>
<td>December</td>
<td>31,703.85</td>
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<td><strong>Total</strong></td>
<td>590,920.49</td>
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### EXPENSES

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<td>City Personnel</td>
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<td>County Personnel</td>
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<td>City Audit</td>
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<tr>
<td>Property Management Expenses</td>
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<tr>
<td>Engineering &amp; Operations</td>
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<td>Operations</td>
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<td>Greater Pumps Sentry District (GSPS)</td>
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<td>Telephone</td>
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<td>Adjustment-Act YTD Reconciliation</td>
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<td><strong>Total EXPENDITURES</strong></td>
<td>590,872.42</td>
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### TOTAL REVENUES

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>48,881.18</td>
</tr>
<tr>
<td>February</td>
<td>21,637.83</td>
</tr>
<tr>
<td>March</td>
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<td>April</td>
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<td>July</td>
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<td>August</td>
<td>47,860.94</td>
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<td>38,697.96</td>
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<td>44,152.39</td>
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<td>December</td>
<td>31,668.34</td>
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<tr>
<td><strong>Total</strong></td>
<td>453,891.85</td>
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</tbody>
</table>

### Additional Notes

- Revenue figures are as of 3:00 PM Pacific Standard Time.
- Expenses are as of 3:00 PM Pacific Standard Time.
- Revenue and expense data are provided for informational purposes only and are subject to change as new information becomes available.
- The information provided is not intended to be used for any purpose other than personal or general information purposes and should not be relied upon for any legal, tax, or accounting advice or decision-making.
### Landfill 2014 Budget to Actual – 4th Quarter
**Wednesday, January 21, 2015**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2014 Budget</th>
<th>1st Quarter Actual</th>
<th>2nd Quarter Actual</th>
<th>3rd Quarter Actual</th>
<th>4th Quarter Actual</th>
<th>Year-To-Date Actual (12/14)</th>
<th>2014 Year-End Budget to Actual</th>
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<tbody>
<tr>
<td><strong>REVENUES</strong></td>
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<td></td>
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<tr>
<td>Host Fees ($2.20/Ton)</td>
<td>$440,750.00</td>
<td>$87,793.94</td>
<td>$117,592.95</td>
<td>$133,975.27</td>
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<tr>
<td>Leases</td>
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<td>$5,900.00</td>
<td>($225.00)</td>
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<td>$163.82</td>
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<td>$182.82</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
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<td>Other Revenues</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>-</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$587,425.00</td>
<td>$87,894.61</td>
<td>$409,546.73</td>
<td>$27,766.64</td>
<td>$114,712.51</td>
<td>$659,920.49</td>
<td>$52,495.49</td>
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<td><strong>EXPENSES</strong></td>
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<td>County Personnel (2)</td>
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<td>City Audit</td>
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<td>$-</td>
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<td>$2,403.00</td>
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<td>$-</td>
<td>$-</td>
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<td>$-</td>
<td>$-</td>
<td>-</td>
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<tr>
<td>Engineering &amp; Operations</td>
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<td>Expansion, RTC &amp; Contingency</td>
<td>$5,000.00</td>
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<td>$1,065.21</td>
<td>$6,659.31</td>
<td>$10,135.00</td>
<td>$19,262.44</td>
<td>($14,262.44)</td>
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<td>Groundwater Assessments</td>
<td>$30,000.00</td>
<td>$12,082.29</td>
<td>$1,634.98</td>
<td>$2,933.22</td>
<td>$9,268.13</td>
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<tr>
<td>LF # 1 Leachate Ops. &amp; LFG Ops.</td>
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<td>$22,574.16</td>
<td>$41,206.51</td>
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<td>LF # 1 Construction Engineering (2)</td>
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<td>$-</td>
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</tr>
<tr>
<td>Contracted Construction</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$5,000.00</td>
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<tr>
<td>Groundwater Contingency</td>
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<td>$-</td>
<td>$-</td>
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<td>Landfill Gas Flare &amp; Well Field:</td>
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<td>$680.97</td>
<td>$406.40</td>
<td>$140.11</td>
<td>$3,962.32</td>
<td>$5,197.80</td>
<td>($197.80)</td>
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<td>$100,034.97</td>
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<td>$219,931.02</td>
<td>$596,556.47</td>
<td>$38,709.53</td>
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<td>Excess Expenses (over) under Revenues</td>
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<td>($12,120.36)</td>
<td>$341,357.47</td>
<td>($180,634.58)</td>
<td>($105,238.51)</td>
<td>$43,364.02</td>
<td>$91,205.02</td>
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</tbody>
</table>

(1) Budget Assumes increased host fee 2014, with retroactive from 2013
(2) City and County personnel Cost reimbursements are increased at 2%
(3) Cost associated with gas and leachate system contruction for Landfill # 1 - $30,000 engineering & $200,000 for project construction

**Note:**
Reconciling item – year-end payable accrued back to FY2013; Accrual reversed and expense charge Finance reversed accruals & expenses charged to current year.
(320,04+32,16+30,500.99+$5,977.69= negative 876,362.90)

**BEGINNING CASH BALANCE @ 1/1/2014** $236,727.89

**ENDING CASH BALANCE @ 12/31/2014** $219,822.07
## Landfill Fund - Budget Projections 2015 Revenue & Expense

**Wednesday, January 21, 2015**

### 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>November</th>
<th>December</th>
<th>FY 2015 12-Month Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Host Fees (22.66/Ton)*</td>
<td>37,647.00 $</td>
<td>37,647.00 $</td>
<td>37,648.20 $</td>
<td>37,647.00 $</td>
<td>37,647.00 $</td>
<td>37,647.00 $</td>
<td>37,647.00 $</td>
<td>37,647.00 $</td>
<td>37,647.00 $</td>
<td>37,647.00 $</td>
<td>37,647.00 $</td>
<td>451,768.79 $</td>
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<tr>
<td>Leases</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>6,125.00 $</td>
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<tr>
<td>Interest Earned</td>
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<td></td>
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<tr>
<td>Cash Balance</td>
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<td>74.25</td>
<td>74.25</td>
<td>74.25</td>
<td>890.95 $</td>
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</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>37,721.28 $</td>
<td>37,721.27 $</td>
<td>37,722.49 $</td>
<td>39,021.27 $</td>
<td>40,121.28 $</td>
<td>40,147.49 $</td>
<td>37,721.27 $</td>
<td>37,722.49 $</td>
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<td>37,722.49 $</td>
<td>37,722.28 $</td>
<td>458,785.15 $</td>
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</table>

### Expenses

<table>
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<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>November</th>
<th>December</th>
<th>FY 2015 12-Month Budget</th>
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</thead>
<tbody>
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<td>11,496.42 $</td>
<td>11,496.42 $</td>
<td>11,496.42 $</td>
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<td>137,957.00 $</td>
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</tr>
<tr>
<td>City Earned</td>
<td>3,279.70 $</td>
<td>3,279.70 $</td>
<td>3,279.70 $</td>
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<td>3,279.70 $</td>
<td>3,279.70 $</td>
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</tr>
<tr>
<td>City Audit</td>
<td>125.00 $</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>1,250.00 $</td>
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<td>Property Management Expenses</td>
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<td>-</td>
<td>-</td>
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<td>-</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Engineering &amp; Operations</td>
<td>125.00 $</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
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<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>1,250.00 $</td>
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<tr>
<td>Groundwater Replenishment</td>
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<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
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<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>125.00</td>
<td>1,250.00 $</td>
</tr>
</tbody>
</table>

### Notes

* 2015 Budget based on 250,000 tons increased host fees of 2.5% to 12.64/Ton
** City Council personnel costs increase 2%
*** Off-Site leachate disposal costs reduced to reflect lower costs resulting from approval to discharge at GPSD.

**Beginning Cash Balance** | 236,727.89 $ | 236,090.58 $ | US Bank | 637.31 $ | |

**Ending Cash Balance** | 236,727.89 $ | 236,090.58 $ | US Bank | 637.31 $ | |
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Mike Wiersema & Dan Erni, Waste Management

AGENDA DATE REQUESTED: January 21, 2015

ACTION REQUESTED: Receive and File Monthly Reports.

BACKGROUND: Attached is the monthly activity report through December 2014.

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

2. We respectfully request Mr. Bergsten’s signature on a permit application that will relocate three groundwater wells in the northwest corner of the facility. The application will be subject to review and approval in advance by Foth.

3. To allow sufficient time to respond to short-term submittal requirements that may arise prior to the next Landfill Committee meeting, we respectfully request authorization for Mr. Bergsten to sign such documents, subject to review and approval in advance by Foth.

FINANCIAL IMPACT: NA
## Peoria City/County Landfill No. 2
### Waste Management of Illinois, Inc.
#### Monthly Activity Report
##### November 2014

### Tonnage:
#### General Refuse
<table>
<thead>
<tr>
<th>Category</th>
<th>Tons</th>
<th>Rate</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
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<td>Haulers</td>
<td>13,431.31</td>
<td>2.20</td>
<td>183,238.23</td>
<td>181,940.14</td>
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<td>County Res. Free Loads</td>
<td>115.51</td>
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<td>1,562.50</td>
<td>1,364.74</td>
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<td>County Res. $5 Loads</td>
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<td>4.07</td>
</tr>
<tr>
<td>Roadside</td>
<td>0.89</td>
<td></td>
<td>10.18</td>
<td>13.61</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>13,548.41</td>
<td></td>
<td>184,835.18</td>
<td>183,322.56</td>
</tr>
</tbody>
</table>

#### Special Wastes
<table>
<thead>
<tr>
<th>Category</th>
<th>Tons</th>
<th>Rate</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industrial (Declassified)</td>
<td>963.39</td>
<td></td>
<td>14,785.17</td>
<td>18,859.99</td>
</tr>
<tr>
<td>Industrial (Exempt)</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>963.39</td>
<td></td>
<td>14,785.17</td>
<td>18,859.99</td>
</tr>
</tbody>
</table>

**TOTAL LANDFILL RECEIPTS**

<table>
<thead>
<tr>
<th>Category</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tonnage</td>
<td>14,511.80</td>
<td>199,620.35</td>
</tr>
</tbody>
</table>

### Yard Waste Receipts
- City Contract: 0.00
- All Other: 0.00

**TOTAL:** 0.00

### Payments:

#### Payable to City/County Committee

- **General Refuse**
  - Tons: 13,431.31
  - Rate: $2.20
  - **2014:** $29,548.88
  - **2013:** $374,276.03

- **Special Waste - Ind.**
  - Tons: 963.39
  - Rate: $2.20
  - **2014:** $2,119.46
  - **2013:** $30,772.59

**TOTAL:** $31,668.34

#### Payable to County

- **General Refuse**
  - Tons: 13,431.31
  - Rate: $1.27
  - **2014:** $17,057.76
  - **2013:** $232,712.55

- **Special Waste - Ind.**
  - Tons: 963.39
  - Rate: $1.27
  - **2014:** $1,223.51
  - **2013:** $18,777.17

**TOTAL:** $18,281.27

#### Payable to/Receivable From County
- **$5 Loads**
  - Loads: 6.00
  - Rate: $5.00
  - **2014:** $30.00
  - **2013:** $635.00

**TOTAL:** $30.00

### Tonnage:

#### General Refuse & Special Waste
- **In county:** 8,169.64 (56.30%)
- **Out of county:** 6,342.16 (43.70%)
- **Mixed:** 0.00%

**TOTAL:** 14,511.80 (100.00%)

**Landfill #2 Landfill #2**

<table>
<thead>
<tr>
<th>Category</th>
<th>Tons</th>
<th>Rate</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Haulers</td>
<td>13,431.31</td>
<td>2.20</td>
<td>183,238.23</td>
<td>181,940.14</td>
</tr>
<tr>
<td>County Res. Free Loads</td>
<td>115.51</td>
<td></td>
<td>1,562.50</td>
<td>1,364.74</td>
</tr>
<tr>
<td>County Res. $5 Loads</td>
<td>0.70</td>
<td></td>
<td>24.27</td>
<td>4.07</td>
</tr>
<tr>
<td>Roadside</td>
<td>0.89</td>
<td></td>
<td>10.18</td>
<td>13.61</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>13,548.41</td>
<td></td>
<td>184,835.18</td>
<td>183,322.56</td>
</tr>
</tbody>
</table>

**TOTAL LANDFILL RECEIPTS**

<table>
<thead>
<tr>
<th>Category</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tonnage</td>
<td>14,511.80</td>
<td>199,620.35</td>
</tr>
</tbody>
</table>

**TOTAL YARD WASTE RECEIPTS**

<table>
<thead>
<tr>
<th>Category</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tons</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**TOTAL:** 0.00

**TOTAL PAYMENTS TO COUNTY COMMITTEE**

<table>
<thead>
<tr>
<th>Category</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Refuse Tons</td>
<td>13,431.31</td>
<td>$29,548.88</td>
</tr>
<tr>
<td>Special Waste Tons</td>
<td>963.39</td>
<td>$2,119.46</td>
</tr>
</tbody>
</table>

**TOTAL:** $31,668.34

**TOTAL PAYMENTS TO COUNTY**

<table>
<thead>
<tr>
<th>Category</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Refuse Tons</td>
<td>13,431.31</td>
<td>$17,057.76</td>
</tr>
<tr>
<td>Special Waste Tons</td>
<td>963.39</td>
<td>$1,223.51</td>
</tr>
</tbody>
</table>

**TOTAL:** $18,281.27

**PAYMENTS TO COUNTY COMMITTEE**

<table>
<thead>
<tr>
<th>Category</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Refuse Tons</td>
<td>13,431.31</td>
<td>$17,057.76</td>
</tr>
<tr>
<td>Special Waste Tons</td>
<td>963.39</td>
<td>$1,223.51</td>
</tr>
</tbody>
</table>

**TOTAL:** $18,281.27

**PAYMENTS TO/RECEIVABLE FROM COUNTY**

<table>
<thead>
<tr>
<th>Category</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5 Loads Loads</td>
<td>6.00</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

**TOTAL:** $30.00

**PAYMENTS TO STATE FEES ON FREE AND $5 LOADS**

<table>
<thead>
<tr>
<th>Category</th>
<th>2014 Current Year to Date</th>
<th>2013 Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tons</td>
<td>116.21</td>
<td>$(257.99)</td>
</tr>
</tbody>
</table>

**TOTAL:** $(257.99)
### Peoria City/County Landfill No. 2

**Waste Management of Illinois, Inc.**

**Monthly Activity Report**

**December 2014**

**Tonnage:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year to Date</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Refuse</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Haulers</td>
<td>13,996.80</td>
<td>197,235.03</td>
</tr>
<tr>
<td>County Res. Free Loads</td>
<td>138.10</td>
<td>1,700.60</td>
</tr>
<tr>
<td>County Res. $5 Loads</td>
<td>0.62</td>
<td>25.09</td>
</tr>
<tr>
<td>Roadside</td>
<td>0.62</td>
<td>10.80</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>14,136.34</td>
<td>198,971.52</td>
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</table>

**Special Wastes**

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year to Date</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industrial (Declassified)</td>
<td>814.73</td>
<td>15,599.90</td>
</tr>
<tr>
<td>Industrial (Exempt)</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>814.73</td>
<td>15,599.90</td>
</tr>
</tbody>
</table>

**TOTAL LANDFILL RECEIPT**

14,951.07  
214,571.42  
228,908.32

**Yard Waste Receipts**

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year to Date</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Contract</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>All Other</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Payments:**

**Payable to City/County Committee**

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year to Date</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Refuse</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tons</td>
<td>13,996.80</td>
<td>17,775.94</td>
</tr>
<tr>
<td>Rate</td>
<td>$2.20</td>
<td>$1.27</td>
</tr>
<tr>
<td>Payable to City/County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Refuse</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$30,792.96</td>
<td>$30,792.96</td>
<td>$405,068.99</td>
</tr>
<tr>
<td>Special Waste - Ind.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tons</td>
<td>814.73</td>
<td>$1,034.71</td>
</tr>
<tr>
<td>Rate</td>
<td>$2.20</td>
<td>$1.27</td>
</tr>
<tr>
<td>Payable to County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Refuse</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$17,775.94</td>
<td>$17,775.94</td>
<td>$264,086.92</td>
</tr>
<tr>
<td>Special Waste - Ind.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tons</td>
<td>814.73</td>
<td>$1,034.71</td>
</tr>
<tr>
<td>Rate</td>
<td>$1.27</td>
<td>$1.27</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payable to/Receivable From County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$5 Loads</td>
<td>6.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Rate</td>
<td>$5.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Less:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Fee on Free and $5</td>
<td>138.92</td>
<td>($308.40)</td>
</tr>
<tr>
<td>Loads</td>
<td>138.92</td>
<td>($308.40)</td>
</tr>
<tr>
<td>Rate</td>
<td>2.22</td>
<td>2.22</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>($278.40)</td>
<td>($3,166.03)</td>
</tr>
</tbody>
</table>

**Tonnage:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year to Date</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>In county</td>
<td>8,098.85</td>
<td>115,184.01</td>
</tr>
<tr>
<td>Out of county</td>
<td>6,852.22</td>
<td>99,387.41</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>14,951.07</td>
<td>214,571.42</td>
</tr>
</tbody>
</table>

54.17%  
45.83%  
100.00%