PEORIA CITY/COUNTY LANDFILL COMMITTEE
REGULAR BUSINESS MEETING AGENDA
WEDNESDAY, MARCH 16, 2016
********8:00 A.M.********

DATES SET:

WEDNESDAY, April 20, 2016 @ 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, May 18, 2016 @ 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, June 15, 2016 @ 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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*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 8:00 A.M. AT LESTER D. BERGSTEN OPERATIONS & MAINTENANCE FACILITY CONFERENCE ROOM, 3505 N. DRIES LANE, PEORIA, ILLINOIS.

DURING THE MONTH OF DECEMBER, PEORIA CITY/COUNTY LANDFILL COMMITTEE WILL NOT MEET UNLESS A SPECIAL MEETING IS CALLED. NOTICES OF ANY SPECIAL MEETING ARE POSTED AT LEAST 48 HOURS PRIOR.
Peoria City/County Landfill Committee Meeting
Dries Lane Facility Conference Room

March 16, 2016 @8:00 A.M.

Attendance

Announcements, etc.

Citizens’ Opportunity to Address the Committee

Minutes

Request for Approval of the Peoria City/County Landfill Minutes
Dated: February 17, 2016

Agenda Items

Item No. 1 Report from Foth Infrastructure & Environment, LLC
   A. Special Waste Approvals as Needed
   B. Permit Approvals as Needed
   C. Updates Regarding Compliance Activities, Measures & Progress

Item No. 2 Consideration of the Extension of the Engineering Services Agreement with Foth Infrastructure & Environment, LLC

Item No. 3 Request to Approve the Following Leases:
   A. The License Agreement with Jerry Wyatt for the 212 Acres
   B. The License Agreement with Larry Schmitt for the 360 Acres
   C. The License Agreement for the Grazing Lease with Phil Enhle
   D. The License Agreement for Hunting & Fishing Rights with Steve Harenburg
   E. The License Agreement for the Farming Lease with Beecher Farms

Item No. 4 Receive and File Landfill Monthly Financial Report for February 2016

Item No. 5 Report from Waste Management
   A. Monthly Activity Report
   B. Permit Approvals as Needed

Item No. 6 Report from Peoria Disposal Co.
   A. Approval of Revised Facility Boundary for Landfill No. 3
   B. Request to Receive and File the Draft NPDES Permit for Landfill No. 3
UNFINISHED BUSINESS

ITEM NO. 1  UPDATE REGARDING RENEWABLE ENERGY

ITEM NO. 2  FUND BALANCE RESERVE POLICY FOR THE LANDFILL COMMITTEE

NEW BUSINESS

NEXT MEETING

APRIL 20, 2016

EXECUTIVE SESSION

ADJOURNMENT
Peoria, Illinois, **February 17, 2016**, a Regular Meeting of the Peoria City/County Landfill Committee was held this date at 8:07 a.m., at the Lester D. Bergsten Operations & Maintenance Facility located at 3505 N. Dries Lane, Peoria, Illinois.

**ATTENDANCE**

**MEMBERS PRESENT:** Chairman Lester Bergsten, Steve Morris, Lynn Scott-Pearson, Tim Riggenbach (arrived at 8:07 a.m.), and Steve Van Winkle – 5.

**MEMBERS ABSENT:** Rick Fox and Ryan Spain – 2.

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

**OTHERS PRESENT:** Joyce Blumenshine, Chris Coulter, Josh Gabehart, Jim Miles-Polka, John G. Tripses with the Bureau of Land, IEPA, Mike Wiersema, Mark Williams and Jerry Wyatt.

**ANNOUNCEMENTS**

NONE.

**CITIZENS OPPORTUNITY TO ADDRESS THE COMMITTEE**

Joyce Blumenshine, Heart of Illinois Sierra Club informed the Committee that she filed a FOIA request with the IEPA recently, and found that Peoria City/County Landfill, Inc. (PCCLI) had included “treated CRT glass” on its requested list of materials that could be used as alternate daily cover at Peoria City/County Landfill No. 3. She indicated that “treated CRT glass” was not on the list of alternate daily cover materials that was provided to the public during the local siting process. Mr. Coulter pointed out that a “CRT” was a cathode ray tube that could be found in an old television set or computer monitor.

In an effort to address Ms. Blumenshine’s concerns, Mr. Coulter explained that their consultant, CBI, most likely did a “cut and paste” from PCCLI’s affiliated company, Indian Creek Landfill, which included “treated CRT glass” on the list of approved alternate daily cover materials in its IEPA operating permit. After it was discovered late last year what had happened, he asked CBI to remove the reference of “treated CRT glass” as an alternate daily cover material in the IEPA draft development permit for Peoria City/County Landfill No. 3. He further explained that Indian Creek Landfill had developed a dedicated disposal cell for the placement of treated CRT glass generated by the Kuusakoski Glass Recycling Facility in Peoria, which aids electronic equipment manufacturers in meeting their annual recycling goals under Illinois Public Act 99-0013. Because of this investment by its affiliated company, Indian Creek Landfill, in developing this dedicated disposal cell for “treated CRT glass”, he said PCCLI was not interested in using “treated CRT glass” as an alternate daily cover material at Peoria City/County Landfill No. 3.
MINUTES

Mr. Van Winkle moved to approve the minutes for January 20, 2016, as printed; seconded by Ms. Scott-Pearson.

The minutes were 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 there was one special waste profile for Midwest Generation, LLC Powerton Profile #614359IL for diesel contaminated soil and debris that exceeded the pre-approval limit; therefore, the profile required the Committee’s approval. He said that Foth had no technical objections to this waste stream.

Mr. Van Winkle moved to approve the Special Waste Profile #614359IL for Midwest Generation, LLC Powerton; seconded by Mr. Morris.

The motion was approved by viva voce vote.

(B) PERMIT APPROVALS AS NEEDED

• PCC LF1 – Clean Air Act Permit Program (CAAPP) Semi-Annual Air Monitoring Report (July-December 2015)

Mr. Gabehart gave a brief overview of the Clean Air Act Permit Program (CAAPP) that required several reports to be submitted semi-annually in regard to various compliance, monitoring and operational data for the Peoria City/County Landfill. He explained that the CAAPP Semi-Annual Air Monitoring Report, which required the Chairman’s signature, included surface scan data, flare log and down time, gas well data, cover inspection logs and data pertaining to Landfill No. 2 that was provided by Waste Management.

Mr. Gabehart stated that there were no other permit approvals, at this time. However, he said he did not anticipate any other reports that would require Chairman Bergsten’s signature, but respectfully requested approval to obtain Chairman Bergsten’s signature, should the need arise prior to the next Committee meeting.

(C) RECEIVE AND FILE – 4TH QUARTER 2015 GROUNDWATER UPDATE FOR LANDFILL NO. 1

Mr. Gabehart summarized the Quarterly Monitoring results.

1) Observed Increases: He said there were nine (9) observed increases that were reported at five (5) monitoring wells 4th quarter 2015. Monitoring wells G12S (nitrate), G13S (dissolved ammonia), G15S (acetone), G18S (dissolved metals arsenic, chromium, lead, and zinc) and well G20S (dissolved arsenic and chloride), he said. As required by permit, he explained that these observed increases would be resampled during the 1st quarter 2016 sampling event. He further explained, if concentrations for these parameters returned to levels below Permit AGQS values, no further action or review would be required.
2) **Alternate Source Investigation:** He noted that an alternate source investigation for the constituents dissolved and total nitrate at monitoring well G26S was proposed to the Illinois Environmental Protection Agency (IEPA) on November 20, 2015. He said that IEPA had until March 3, 2016 to respond.

3) **Corrective Action Underway:** He explained that the assessment monitoring would continue for wells G02S, G04S, and R10S. During 4th quarter groundwater sampling event, he said the volatile organic compounds (VOCs) were not detected at monitoring well G02S, but the VOCs acetone and cis 1,2-dichloroethylene were detected at monitoring well G04S, and cis 1,2-dichloroethene continued to be detected at well R10S. The cis 1,2-dichloroethene concentrations at well G04S (3.0 ug/l) and R10S (3.9 ug/l) were either at or just above the permit AGQS level of 3.0 ug/l. The acetone concentration at G04S would continue to be evaluated, he said. Concentrations of the dissolved metals arsenic, chromium, and lead at monitoring wells G04S and R10S and dissolved chloride at R10S had fluctuated above and below permit AGQS values during 2015. He said concentrations of these constituents would continue to be evaluated for trends.

4) **Assessment Monitoring at Groundwater Monitoring Wells G15S and G23S for the dissolved Metal Chromium:** He said the assessment monitoring report for the parameter dissolved chromium at wells G15S and G23S would be due to the IEPA by February 15, 2016. The dissolved chromium concentration at G15S remained above the dissolved chromium AGQS value throughout the alternate source investigation, he said. He explained that the dissolved chromium concentration at G23S was above AGQS values for the 1st and 2nd quarters of 2015, but below during the 3rd and 4th quarters. A statistical analysis was currently being performed, to determine whether an intrawell dissolved chromium value at G15S and G23S was needed to be established at this time, or the wells would continue assessment monitoring in order to obtain more data for statistical analysis.

(D) **UPDATES REGARDING COMPLIANCE ACTIVITIES, MEASURES & PROGRESS**

**FINANCIAL INFORMATION**

Mr. Gabehart outlined the engineering services provided from July 1, 2015 through December 31, 2015. He stated that the total amount billed to date was $181,094.43. He noted that the Legal support services for the contract period were currently over the original planned budget by $1,873.64, due to services requested by the Landfill Committee’s legal counsel. At this time, he said he was not certain if further assistance would be required; however, if requested, Foth would not proceed without direction from the Landfill Committee.

**UPDATES REGARDING COMPLIANCE ACTIVITIES, MEASURES AND PROGRESS**

Mr. Gabehart gave a brief update on Compliance Activities, Measures and Progress at the Landfill. He stated there was one shutdown that occurred during the month of January to replace worn blower belts at the flare and it lasted for 8 minutes. He noted the total leachate/condensate removed from PCCL to date for 2016 was 13,000 gallons, which was approximately equal to what was removed at this time in 2015. He explained, through maintenance, condensate removal and monitoring of the GCCS, just four of the 69 landfill gas wells (R-5, T-1, T-2, and T-3) exhibited positive pressure during the January monitoring period. He said that liquid management in areas of the landfill, not equipped with solar powered pumps, continued to be pumped manually to maintain flow. He explained that colder temperatures caused the hoses and pumps to freeze, which hindered liquid removal.

Mr. Gabehart stated that, during the month of January, the semi-annual Start up, Shutdown, and Malfunction Plan and New Source Performance Standards reports were completed for the second half of 2015, in accordance to EPA regulation. He stated that Foth was currently working on the Clean Air Act Permit Program (CAAPP) semi-annual report for the entire site. He said the report would be completed by the end of February. He noted that Waste Management would provide the CAAPP information to Foth for submittal as one report to the IEPA Bureau of Air.
FINANCIAL IMPACT

Mr. Gabehart stated that the budget for engineering services was currently 58% completed. He explained that the current expenditures were 72% of the approved engineering budget. He noted that there had been items out of the original planned budget for cap repairs, pump repairs and information requested by the IEPA Bureau of Air. He stated that the unplanned items accounted for 6% of current expenditures. He explained that a Letter of Authorization was included in the packet, which outlined the unplanned items.

Mr. Morris 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.

The motion was approved by viva voce vote.

ITEM NO. 2 CONSIDERATION TO APPROVE THE LETTER OF AUTHORIZATION FOR AN ADDITIONAL NOT TO EXCEED AMOUNT OF $6,000 FOR GENERAL ENGINEERING SERVICES

Director Rogers stated that the request for the $6,000 for general engineering services was due to the unplanned items out of the scope of services provided by Foth. He explained that these items accounted for 6% of the current expenditures; therefore, he recommended that the Committee approve the Letter of Authorization in the amount not to exceed $6,000. He commended Foth for bringing this matter to the Committee’s attention and not waiting to address the overage in the contract.

Mr. Van Winkle questioned if the approval would require a budget amendment.

Mr. Giebelhausen stated that the approval would not require a budget amendment, but would be subject to the Committee’s intergovernmental agreement, which authorized the Committee to approve expenditures up to $50,000.

Mr. Van Winkle moved to approve the Letter of Authorization for an additional not to exceed amount of $6,000 for general engineering services for the Peoria City/County Landfill; seconded by Ms. Scott-Pearson.

The motion was approved by viva voce vote.

ITEM NO. 3 RECEIVE AND FILE THE LANDFILL MONTHLY FINANCIAL REPORTS

- Monthly Projections 2016 Revenues and Expenses
- Report Back on Historical Landfill Cash Balance

Director Rogers explained that the recorded financial transactions for the Peoria City/County Landfill Committee historically had been under the modified cash basis of accounting. He further explained that the modified method records income or revenue when earned, and deducts expenses when paid out. He noted that the revenue was then on an accrual basis while the recording of expenses was on a cash basis.

Director Rogers explained that the revised December financial report showed the County’s personnel cost accrued in December, but the expense would not be paid out until February 2016. The January 2016 transaction was limited to the revenue received and two minor expenses; therefore, for January the revenue was in excess of the expenses, he said. He noted that the year began with a surplus of $39,079.58, an improvement over both January 2015 actual amount and January 2016 budget amount.

Mr. Rogers gave a brief update regarding the 2016 Monthly Projections. He stated the projections were included with the financial reports for this month. He explained that the spreadsheet reflected the 2016 approved budget by month and allowed
a monthly comparison of actual revenues and expenses to budgeted projections. He stated that this information provided another analytical tool for monitoring the financial performance.

Ms. Little discussed the Peoria City/County Landfill’s historical cash balances. At the January meeting, she said Chairman Bergsten requested a report back outlining the monthly bank statements cash balances from 2012 to the current month ending January 29, 2016. She noted that this information was archived electronically with the City Treasurer’s Office. Prior bank statements (paper copies) are stored off-site, she said. She explained that the Fund Balance information for the Landfill Committee for the last 20-years (from 1991 through 2011) was retrieved from the City of Peoria’s financial accounting system (GMBA/AS400).

Mr. Van Winkle noted that the historical records reflected the cash balance and how the figures fluctuated from various years.

Mr. Riggenbach thanked staff for the report back, which he felt would assist the Committee as they moved forward.

No action required.

ITEM NO. 4 REPORT FROM WASTE MANAGEMENT, INC.

- Monthly Activity Report

Mr. Wiersema gave a brief overview of the monthly activity report through January 2016. He stated that all weekly random load checks were completed and documented with no issue to report. He stated that WM requested Chairman Bergsten’s signature on the following regulatory submittals, subject to review and approval in advance by Foth:

- 2015 Post Closure Cost Estimate Update for Landfill No. 2
- Permit application relocating the L302 and L303 leachate sampling points to the south side of the site

Mr. Wiersema stated that there were no other permit approvals, at this time. However, he did not anticipate any other reports that would require Chairman Bergsten’s signature, but respectfully requested approval to obtain Chairman Bergsten’s signature, should the need arise prior to the next Committee meeting, subject to review and approval by Foth.

Ms. Scott-Pearson moved to approve Waste Management’s Report, including securing Chairman Bergsten’s signature on the regulatory submittals, subject to approval by Foth; seconded by Mr. Riggenbach.

The motion was approved by viva voce vote.

ITEM NO. 5 REPORT FROM PEORIA DISPOSAL

(A) UPDATES REGARDING COMPLIANCE ACTIVITIES, MEASURES & PROGRESS

Mr. Coulter distributed a copy of the communication regarding the Household Chemical Materials (HCM) Facility. He noted that PCCLI had received the attached development permit dated February 8, 2016 from the Illinois EPA’s Bureau of Land Section for the Peoria City/County Household Chemical Materials (HCM) Facility. With the issuance of this permit, he stated that PCCLI would need to commence construction on some portion of the HCM Facility within the next two (2) years; otherwise, PDC would have to repeat the local siting approval process for said Facility. At this time, PCCLI does not plan to commence construction on this Facility in 2016, he said. He said that 2017 would be the target year to start construction on the HCM Facility. He stated that the maintenance shop would be demolished and the concrete floor would be constructed.
Mr. Wiersema stated that the maintenance shop housed water for the scale house, equipment and salt for the winter months. He said there were just a few things to be mindful of prior to the construction, but which he felt that PDC & WM could work out those logistics.

In discussion with Mr. Wiersema regarding the construction, Mr. Coulter stated that a market exchange store could be constructed to avoid removing the maintenance shop; however, he said that would be dependent upon the IEPA. He said the construction would be minimal.

(B) UPDATE ON THE DEVELOPMENT PERMIT FOR LANDFILL NO. 3

Mr. Coulter stated that Mr. Southorn with CBI and had spoken with the permit developer, Ken Smith. He noted that they needed to address the facility boundary issue. He explained that the facility boundary co-existed with Landfill No. 3 and the Citizen’s Convenience Center. He noted that PDC had developed a solution that he felt would be supported by the IEPA. He said he anticipated that the Permit for Landfill No. 3 would be issued once this matter was resolved.

Mr. Van Winkle moved to approve Peoria Disposal’s Report; seconded by Mr. Morris.

The motion was approved by viva voce vote.

UNFINISHED BUSINESS

ITEM NO. 1  RENEWABLE ENERGY

Ms. Raithel stated there was no update, at this time.

ITEM NO. 2  DISCUSSION REGARDING ADOPTION OF THE LANDFILL COMMITTEE FUND BALANCE RESERVE POLICY

Director Rogers stated that discussion was held at a previous meeting regarding the Fund Balance Reserve Policy. He noted that the Committee recommended that staff develop a policy to bring back to the Committee for approval. However, after reviewing the current proposed policy and attempting to incorporate the specific requested wordings, it was determined that the recommended policy should include more input from the Committee rather than the Director and his team creating the language in isolation, he said. Therefore, he said he recommended that a PCCL Policy Steering Committee be formed to develop the Fund Balance Reserve Policy, which would consist of two (2) members from the City of Peoria, two (2) members from Peoria County and the Chairman.

Mr. Morris stated that he concurred with Director Rogers recommendation and he volunteered to participate on the steering committee along with Mr. Van Winkle, Mr. Riggenbach and staff.

Mr. Morris suggested that staff follow-up with other communities to determine what measures were taken to create a fund balance policy for the Landfill.

Mr. Giebelhausen explained, that once the subcommittee was formed, then the meetings would need to be noticed. He noted that a motion was not required, at this time, but would be necessary once a formal policy was established.

In discussion with Mr. Van Winkle, Director Rogers stated that staff would assist with the steering committee.

No action required.

NEW BUSINESS
NEXT MEETING

Chairman Bergsten stated the next regularly scheduled meeting would be held at 8:00 a.m. on Wednesday, March 16, 2016, at the Lester D. Bergsten Operations & Maintenance Facility, 3505 N. Dries Lane, Peoria, Illinois.

EXECUTIVE SESSION

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

Mr. Giebelhausen gave a brief update regarding the Banco PanAmericano case. He stated that he was waiting on the judge’s decisions for the Summary Judgement motions. He stated that the trial was originally scheduled in February, but had been rescheduled for March.

ADJOURNMENT

Ms. Scott-Pearson moved to adjourn the City/County Landfill Committee Meeting; seconded by Mr. Van Winkle.

Approved by viva voce vote.

The Landfill Committee meeting adjourned at 8:45 a.m.

______________________________
Chairman Lester D. Bergsten

/ss
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: March 16, 2016

ACTION REQUESTED: None

BACKGROUND: There are no profiles requiring review this month.

FINANCIAL IMPACT: N/A
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: March 16, 2016

ACTION REQUESTED: Approval for Mr. Les Bergsten’s Signature
Permit Approvals as Needed and Request for Mr. Les Bergsten’s Signature

• None

BACKGROUND:

We respectfully request approval to obtain his signature should the need arise prior to the next scheduled meeting. Should Mr. Bergsten’s signature be required, Foth will provide details to the Committee at the next scheduled meeting.

FINANCIAL IMPACT: N/A
REQUEST FOR DISCUSSION
To: Peoria City/County Landfill Committee Members
From: Joshua Gabehart, P.E., Foth

AGENDA DATE REQUESTED: March 16, 2016

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, 2015 through February 26, 2015. The total amount billed to date is $197,147.67.

Updates Regarding Compliance Activities, Measures and Progress

One shutdown occurred during the month of February for unknown reasons and lasted for 1 minute. The flare restarted automatically and resumed normal operations.

Total leachate/condensate removed from PCCL to date for 2016 is 22,000 gallons which is slightly higher as compared to 17,700 gallon removed in 2015.

Through maintenance, condensate removal and monitoring of the GCCS, just four of the 69 landfill gas wells (R-5, T-1, T-2, and V-8) exhibited positive pressure during the January monitoring period. Liquid management in areas of the landfill not equipped with solar powered pumps continues with manual pumping to maintain flow. Colder temperatures cause freezing of hoses and pumps which hinder liquid removal. Temporal changes in the coming months will allow Foth to resume focused liquid management efforts to maintain sufficient flow to the Flare. Through adjusting of the landfill gas collection system, average landfill gas flow remains near 300 scfm and methane content ranges 40-45%.

During February, the Clean Air Act Permit Program (CAAPP) semi-annual report for the entire site and was completed and submitted prior to the March 1st deadline. As a reminder, Waste Management provides CAAPP information to Foth for submittal as one report to the IEPA Bureau of Air.

In the upcoming months, Foth will begin developing the 5 year permit renewal for Landfill No. 1. The submittal is due to the IEPA by June 1 and constitutes a moderate level of effort. The development of the submittal is included in the agreement for professional services between Foth and the Committee.

FINANCIAL IMPACT: The time period of the budget for engineering services is currently 67% complete. The current expenditures are 72% of the approved engineering budget. Numerous one-time/ non-reoccurring expenses (pump replacements, semi-annual and annual reports, analytical costs, etc.) are a significant portion of the overall engineering services budget and were incurred during the December, January and February reporting periods, thus setting Foth on schedule to adhere to the contract budget terms.
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**Operational Comments**

June - Includes updated hazardous waste audit.

July - Includes updates to the site plan.

August - Includes updated site plan.

September - Includes updated site plan.

October - Includes updated site plan.

November - Includes updated site plan.

December - Includes updated site plan.

**Miscellaneous**

- Equipment Supplier Schimberg
- Equipment Supplier Wholesale
- Equipment Supplier素材

**Deviations**

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**Contingencies**

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**Government**

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**Miscellaneous**

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**Government**

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**Government**

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**Government**

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**Miscellaneous**

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**Deviations**

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**Government**

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- Equipment Supplier素材

**Miscellaneous**

- Equipment Supplier Schimberg
- Equipment Supplier Wholesale
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## Waste Received by Month PCCL Landfill No 2

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<td>14,240.62</td>
<td>14,610.96</td>
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<td>12,592.84</td>
<td>13,255.78</td>
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<td>13,769.8</td>
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<td>February</td>
<td>15,894.61</td>
<td>11,801.18</td>
<td>12,687.38</td>
<td>11,401.56</td>
<td>11,689.56</td>
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<td>Special Tons</td>
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<td>15,599.90</td>
<td>16,320.14</td>
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<td>464.67</td>
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REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: March 9, 2016


BACKGROUND: Foth Infrastructure & Environment, LLC (Foth) was selected by the Joint City of Peoria-County of Peoria Waste Disposal Facility Committee (Committee) to provide engineering services from July 1, 2015 through June 30, 2016. The contract includes the following service areas: General Compliance and Guidance, Legal Technical Support Services, Groundwater Assessment, Leachate and Landfill Gas Operation, Liquids Management and Landfill Gas Repair, Leachate Extraction Improvement, Off-Site Liquid Disposal, and Landfill No.1 Final Cover Repairs. During the contract period, Foth is prepared to be evaluated by the Committee relative to the success toward fulfilling the expectation associated with the discussed service areas. Five performance metrics were developed to provide the Committee with a mechanism to evaluate Foth’s performance during the contract period. The five performance metrics are listed below followed by Foth’s self-evaluation of each item:

**PERFORMANCE METRICS**

<table>
<thead>
<tr>
<th></th>
<th><strong>SCOPE/SCHEDULE/BUDGET:</strong></th>
<th>Meeting agreed upon terms associated with the contractual requirements.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>COMMUNICATION/RESPONSE TIME:</strong></td>
<td>Meeting the agreed upon response times for the Contract Operator regarding review and response; providing timely and transparent communication to Committee representatives.</td>
</tr>
<tr>
<td>2.</td>
<td><strong>COMPLIANCE:</strong></td>
<td>Meeting the regulatory requirements to maintain compliance with Landfill No. 1 activities.</td>
</tr>
<tr>
<td>3.</td>
<td><strong>LEACHATE REMOVAL:</strong></td>
<td>Management of leachate/condensate removal for improvements in landfill gas quality and quantity for collection.</td>
</tr>
<tr>
<td>4.</td>
<td><strong>EDUCATION:</strong></td>
<td>Provide information to Committee members of current industry, specific activities/trends and other items pertinent to landfill operations to provide an opportunity for consideration of feasible innovative options.</td>
</tr>
</tbody>
</table>

Scope/Schedule/Budget: Foth has effectively executed the scope items in the contract at the agreed upon schedule provided. In regard to the budget for services, the approved engineering services contract amount was $271,114, which includes the approved out of scope items. Currently, the total amount invoiced to the Committee is $197,147.67 or 72% of the total budget relative to 67% of the expended contract period. Foth recognizes that more budget has been expended during the first 7 months of the contract period; however, this timeframe included several expenses that occur one time annually or are non-reoccurring in nature including pump replacements, semi-annual and annual reports, analytical costs, etc. Thus, Foth is aligned with expected expenditures and on schedule to remain within the approved budget. (Met Expectations).
Communications/Response Time: At the beginning of the project, Foth utilized lean project management planning tools to develop a Visual Program Board with the cooperation of City staff to effectively plan and monitor contract milestones, deliverables and other time sensitive project items. The communication plan has been utilized throughout the project duration to maintain regulatory and Committee deadlines.

On a monthly basis (or more frequently), meetings have occurred in the City’s office to review upcoming meeting agendas, annual Committee budget development, and other regulatory items as the contract period has progressed. This open communication has increased awareness of Foth’s activities undertaken on the Committee’s behalf and provided further transparency to the Committee. In February, Foth presented a Letter of Authorization outlining out of scope and requested tasks performed at the request of the Committee to this point in the contract period.

Regulatory Permit reviews have been completed within required timeframes. Additionally, increased communication with the Contract Operator has resulted in improved information sharing between Foth, Waste Management Inc. (WMI) and the Committee. Foth has facilitated communication between Landfill No. 2 Operator (WMI) and Landfill No. 3 Operator, Peoria Disposal Company (PDC) promoting collaborative facility transition discussions. This collaboration will be key leading up to and during the construction of Landfill No. 3 and the Citizen’s Convenience Center. (Met Expectations).

Compliance: Foth has maintained compliance with regard to groundwater assessment reporting, greenhouse gas reporting and routine reporting associated with the operation and maintenance of the gas collection and control system. During the contract term, four (4) of the 69 landfill gas wells have maintained a positive pressure at the wellhead, which results in required notification to the IEPA. These four wells represent 5.8% of the total landfill gas wells in the system and are locations where focused efforts are being made to improve the conditions. For context, during the operations and maintenance contract periods, there have been an average of 9 wells out of compliance due to positive pressure conditions. The variable subsurface conditions and absence of composite-lined control systems in the eastern 82 acres of the 102 acre landfill present a challenging environment in which to maintain compliance; however, the improved efforts continue to limit these issues.

Construction improvement projects over the last few years have caused several positive effects. The historic projects focused on improving the main landfill gas collection system infrastructure and reducing labor efforts to keep the overall system operating. With those projects completed, Foth is able to identify routine problem areas such as the “T-Line” wells, landfill gas well R-8, and leachate mounding in the eastern portion of the landfill that have historically been masked by the larger project work. The reoccurring issues with the areas are inundation of the gas collection system piping or landfill gas well piping. Manual pumping is hard pressed to maintain flow, and Foth has removed over 30,000 gallons from manual drip legs during this contract period. By gathering this data, Foth is able to provide justification to the Committee for continued improvements to the system, which save money and illustrate the Committee’s commitment to enhanced compliance of Landfill No. 1 to the IEPA. The continued efforts through the 2015/2016 contract period have kept the landfill from gaining noncompliant wells and identified legitimate issues that cannot be corrected through normal maintenance and operations activities.

During this contract period, the IEPA Bureau of Air reopened the facility Clean Air Act Permit Program (CAAPP) and requested large amounts of data with a short delivery window. Foth coordinated with Waste Management to secure and resolve all questions brought forth by IEPA staff and successfully reached a draft permit, open for public comment. During the IEPA’s information request, scrutiny was brought forth in regard to the former landfill gas system operator. Limited correspondence had been provided to the IEPA once the numerous litigation cases began. Through Foth’s historic knowledge of the facility and support from the Committee to correct issues with the landfill gas system, the IEPA was pleased with the successful progress by Foth and the Committee since 2004, and did not issue a notice of violation, as was their original intent. (Met Expectations).
**Leachate Management:** In the fall of 2014, gas collection and control system upgrades were completed to increase liquid removal from the landfill and to increase landfill gas collection and further limit groundwater impacts. During the most recent contract period, Foth has been very successful with the removal of liquid and overall assessment of liquid issues in the closed landfill. During the contract period, 169,900 gallons have been removed from the site and treated at the Greater Peoria Sanitary District. This is an increase of 215% as compared to the same time period of the previous contract. By utilizing solar powered pumps, Foth estimates the Committee has saved $100 to $125 in electric utility fees since implementation.

Further benefits of liquid and gas field management have resulted in increased quality of the methane content being combusted at the flare. Previous methane content ranged 35 to 40%; whereas, during this contract period, the range is 40 to 45%. *(Met Expectations).*

**Education:** Foth provides routine updates and guidance in regard to numerous rule changes in Illinois and the United States. In the upcoming months, Foth will share a presentation on management of reserve funds, establishing effective and realistic financial goal setting and risk assessment, beneficial use of funds, and examples from other municipal landfill units. This presentation will keep the members informed of current industry activities/trends and should assist the Committee when making future decisions. *(Met Expectations).*

**RECOMMENDATION**

Based on Foth’s meeting of expectations in all mutually agreed upon performance categories, I would recommend the Committee exercise its ability to extend the contract another year. This additional year extension should be, once again, evaluated based on performance criteria to determine if additional extensions should be warranted.
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: March 16, 2016

ACTION REQUESTED: APPROVAL FOR THE RENEWAL OF THE FARMING LEASE AGREEMENT WITH JERRY WYATT FOR 212 ACRES FOR A ONE-YEAR TERM FROM APRIL 1, 2016, TO MARCH 31, 2017, IN THE AMOUNT OF $1200 ON THE PEORIA CITY/COUNTY LANDFILL PROPERTY.

BACKGROUND: Mr. Jerry Wyatt submitted a request on January 20, 2016, to renew the lease agreement for this 212 acre area from the City/County Landfill. The one-year term is consistent with all of the Lease Agreements with the Peoria City/County Landfill Committee.

FINANCIAL IMPACT: NA
LICENSE AGREEMENT

This License Agreement is entered into this _____ day of ___________, between the City of Peoria and County of Peoria, by and through the Joint City/County Solid Waste Committee (hereinafter referred to as “LICENSOR”) and Jerry T. Wyatt, (hereinafter referred to as “LICENSEE”), and the parties agree as follows:

1. **TERM**
   The term of this License Agreement shall be for one year from **April 1, 2016 to March 31, 2017**. Upon mutual agreement of the parties, this License Agreement may be extended for up to an additional four years.

2. **PROPERTY**
   LICENSOR is the owner of a tract of land described in Exhibit “A,” Which is attached hereto and incorporated herein, and which is hereinafter be referred to as the “PREMISES”.

   However, the parties agree and understand that the PREMISES which is subject of this Agreement consists only of the 212 acres included in the description on Exhibit “A”, which lie easterly of the centerline of Murphy Road.

3. **LICENSEE’S AUTHORITY**
   LICENSOR gives permission solely to LICENSEE to enter upon the PREMISES to plant clover and sunflowers, all at his own expense. LICENSOR also gives permission solely to LICENSEE and Becky Wyatt to enter upon premises to hunt and fish. LICENSEE shall not bring any agricultural equipment or vehicles onto the PREMISES without obtaining the prior consent of the City of Peoria Manager or his designee. LICENSEE may also enter upon the PREMISES to advise persons who may be trespassing thereon that they do not have permission to be on the PREMISES. However, in no instance is LICENSEE to use force or threats of any type to remove said persons from the PREMISES. Any use of force or threats shall be a violation of the license Agreement and shall immediately dissolve any relationship between the parties. If anyone so notified by LICENSEE dose not leave the PREMISES, LICENSEE shall contact the Peoria County Sheriff’s Department. LICENSEE may bring his own vehicle onto the PREMISES to transport Sheriff’s Deputies as necessary. LICENSEE is
the agent of the LICENSOR only to the extent that he follows the precise conditions stated in this License Agreement.

4. **LICENSOR’S USE OF PREMISES**
LICENSOR reserves the right to enter upon the PREMISES at any time and to use the PREMISES for any purpose they see fit. LICENSEE understands and agrees that the Peoria County Sheriff may use the PREMISES for training exercises, including the detonation of bombs, use of ATV’s and other types of training and may also use the PREMISES as a firing range.

5. **TAXES**
In the event that real estate taxes are assessed against the PREMISES as a result of this Agreement, LICENSEE agrees to pay any taxes which become due.

6. **INDEMNITY AND INSURANCE**
LICENSEE agrees to defend and to indemnify of the City of Peoria, the County of Peoria and the City/County Joint Solid Waste Committee, their employees, officers and officials and hold them harmless from, for and in respect of any liability, damages, claims, demand of expenses (including but not limited to Court costs, reasonable Attorney fees, and other costs of defense) caused or arising out of LICENSEE’s acts or omissions, this includes but is not limited to any injuries (either personal or property) that occur on the PREMISES due to the LICENSEE’s or Becky Wyatt’s use of the PREMISES for hunting or fishing.

LICENSEE acknowledges that the City of Peoria and the County of Peoria do not insure the PREMISES.

LICENSEE shall purchase, at his own expense, such insurance as he feels necessary.

7. **LICENSEE’S ASSUMPTION OF LIABILITY**
LICENSEE agrees to assume any and all liability resulting from the condition of the PREMISES and the acts or omissions of third parties, including injury or damage to the property or person of the LICENSEE, during the term of this Agreement. LICENSEE expressly agrees to hold LICENSOR harmless from any liability caused by LICENSEE’s actions, either direct or indirect, from LICENSEE’s use of the PREMISES. LICENSEE’s assumption of liability with regard to the condition of the PREMISES is based on the fact that the parties have
conducted a diligent search of the PREMISES and that no latent defects are known to either party.

8. **PROHIBITION AGAINST ASSIGNMENT**
This Agreement and the rights thereunder shall not be assigned.

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

Notice to LICENSOR shall be sent and mailed to:

   (1) Director of Public Works  
       Public Works Department  
       3505 N. Dries Lane  
       Peoria, IL 61604  
   (2) Peoria County Administrator  
       Peoria County Courthouse, Room 401  
       324 Main  
       Peoria, IL 61602

Notice to LICENSEE shall be sent and mailed to:

Jerry T. Wyatt  
10806 West Southport Road  
Edwards, IL 61528

10. **SEVERABILITY**
If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

11. **CONSIDERATION**
LICENSEE shall pay LICENSOR the sum of One Thousand Two Hundred Dollars ($1,200.00) upon execution of this Agreement and annually for the duration of the license.

12. **TERMINATION**
Either party may terminate this Agreement at any time, with or without cause, upon providing seven days written notice to the other party.
13. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless the same be in writing and signed by the person or parties to be charged.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this _________ day of __________________, 2016.

**LICENSOR**

By: _________________________________

LESTER D. BERGSTEN, Chairman
Joint City/ County Solid Waste Committee

**LICENSEE**

By: _________________________________

JERRY T. WYATT
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: March 16, 2016

ACTION REQUESTED: Request for Approval for the Lease Agreement with Lawrence T. Schmitt for 360 Acres for a one-year term from April 1, 2016, to March 31, 2017, in the amount of $2400 on the Peoria City/County Landfill property.

BACKGROUND: Mr. Larry Schmitt submitted a request on January 20, 2016, to lease the property on the west side of Murphy Road (360 acres) from the City/County Landfill. The term would be for one-year, which is consistent with all of the Lease Agreements with the Peoria City/County Landfill Committee.

FINANCIAL IMPACT: NA
LICENSE AGREEMENT

This License Agreement is made between the City of Peoria and County of Peoria, by and through the Joint City/County Solid Waste Committee (hereinafter referred to as “LICENSOR”) and Lawrence T. Schmitt, (hereinafter referred to as “LICENSEE”), entered into on the _____ day of ____________, ______ and the parties agree as follows:

1. **TERM**
   The term of this License Agreement shall be for one (1) year from April 1, 2016 to March 31, 2017.

2. **PROPERTY**
   LICENSOR is the owner of a tract of land SUITUATED IN THE Township of Rosefield, County of Peoria, State of Illinois. This land (hereinafter referred to as the “PREMISES”) is approximately 360 acres, located in Sections 25, 26, 27, and 35, T9N-R6E.

   However, the parties agree and understand that the PREMISES which is subject of this Agreement consists only of the 360 acres.

3. **LICENSEE’S AUTHORITY**
   LICENSOR gives permission solely to LICENSEE to enter upon the PREMISES to plant clover and sunflowers, all at his own expense. LICENSOR also gives permission solely to LICENSEE to enter upon premises to hunt and fish. The LICENSEE understands that he does not have the authority to grant any other persons permission to enter upon the PREMISES for any purpose. LICENSEE shall not bring any agricultural equipment or vehicles onto the PREMISES without obtaining the prior consent of the City of Peoria Manager or his designee. LICENSEE may also enter upon the PREMISES to advise persons who may be trespassing thereon that they do not have permission to be on the PREMISES. However, in no instance is LICENSEE to use force or threats of any type to remove said persons from the PREMISES. Any use of force or threats shall be a violation of the License Agreement and shall immediately dissolve any relationship between the parties. If anyone so notified by LICENSEE dose not leave the PREMISES, LICENSEE shall contact the Peoria County Sheriff’s Department. LICENSEE may bring his own vehicle onto the PREMISES to transport Sheriff’s Deputies as necessary. LICENSEE is the agent of the LICENSOR only to the extent that he follows the precise conditions stated in this License Agreement.
4. **LICENSOR’S USE OF PREMISES**
LICENSOR reserves the right to enter upon the PREMISES at any time and to use the PREMISES for any purpose they see fit. LICENSEE understands and agrees that the Peoria County Sheriff may use the PREMISES for training exercises, including the detonation of bombs, use of ATV’s and other types of training and may also use the PREMISES as a firing range.

5. **TAXES**
In the event that real estate taxes are assessed against the PREMISES as a result of this Agreement, LICENSEE agrees to pay any taxes which become due.

6. **INDEMNITY AND INSURANCE**
LICENSEE agrees to defend and to indemnify of the City of Peoria, the County of Peoria and the City/County Joint Solid Waste Committee, their employees, officers and officials and hold them harmless from, for and in respect of any liability, damages, claims, demand of expenses (including but not limited to Court costs, reasonable Attorney fees, and other costs of defense) caused or arising out of LICENSEE’s acts or omissions, this includes but is not limited to any injuries (either personal or property) that occur on the PREMISES due to the LICENSEE’s use of the PREMISES for hunting or fishing.

LICENSEE acknowledges that the City of Peoria and the County of Peoria do not insure the PREMISES.

LICENSEE shall purchase, at his own expense, such insurance as he feels necessary.

7. **LICENSEE’S ASSUMPTION OF LIABILITY**
LICENSEE agrees to assume any and all liability resulting from the condition of the PREMISES and the acts or omissions of third parties, including injury or damage to the property or person of the LICENSEE, during the term of this Agreement. LICENSEE expressly agrees to hold LICENSOR harmless from any liability caused by LICENSEE’s actions, either direct or indirect, from LICENSEE’s use of the PREMISES. LICENSEE’s assumption of liability with regard to the condition of the PREMISES is based on the fact that the parties have conducted a diligent search of the PREMISES and that no latent defects are known to either party.
8. **PROHIBITION AGAINST ASSIGNMENT**
   This Agreement and the rights thereunder shall not be assigned.

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

   Notice to LICENSOR shall be sent and mailed to:
   
   (1) Director of Public Works  
       Public Works Department  
       3505 N. Dries Lane  
       Peoria, IL  61604-1210  
   
   (2) Peoria County Administrator  
       Peoria County Courthouse, Room 401  
       324 Main Street  
       Peoria, IL 61602  

   Notice to LICENSEE shall be sent and mailed to:
   
   Lawrence T. Schmitt  
   1417 N. Taylor Road  
   Hanna City, IL  61536  

10. **SEVERABILITY**
    If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

11. **CONSIDERATION**
    LICENSEE shall pay LICENSOR the sum of Two Thousand Four Hundred Dollars ($2,400.00) upon execution of this Agreement.

12. **TERMINATION**
    Either party may terminate this Agreement at any time, with or without cause, upon providing seven days written notice to the other party.

13. **ENTIRE AGREEMENT**
    This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless the same be in writing and signed by the person or parties to be charged.
IN WITNESS WHEREOF, the parties have executed this Agreement this ________ day of 
________________, 2015.

LICENSOR

By: _________________________________

LESTER D. BERGSTEN, Chairman
Joint City/County Solid Waste Committee

LICENSEE

By: _________________________________

LAWRENCE T. SCMITT
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members

From: Michael T. Rogers, Public Works Director

AGENDA DATE REQUESTED: March 16, 2016

ACTION REQUESTED: Request for Approval for the Lease Agreement with Phil Ehnle for 360 Acres for a term of one grazing season of six months from May 1, 2016, to October 31, 2016, in the amount of $2,300 on the Peoria County Landfill Property.

BACKGROUND: Since 2009, Mr. Phil Ehnle has had a lease to graze on approximately 295 acres located in Section 25, 26, 27, and 35 T9N-R6E in Rosefield Township from May 1 – Oct. 31 each year. The annual rent is $2,300.00.

FINANCIAL IMPACT: NA
GRAZING LEASE AGREEMENT

This Lease is entered into this _____ day of __________, 2016, between, City of Peoria, an Illinois Municipal Corporation, and the County of Peoria, a Body Politic and Corporate, in joint tenancy by and through the Joint City/County Solid Waste Committee (OWNER), and Phil Ehnle, as (LESSEE).

WITNESSETH:
That the OWNER does hereby lease to Phil Ehnle the following described property situated in the Township of Rosefield, County of Peoria, and State of Illinois to be used only as grazing land, for cattle only.

Approximately 360 acres located in Sections 25, 26, 27, and 35, T9N-R6E, for a term of one grazing season of six months, beginning May 1, 2016 and ending October 31, 2016.

LESSEE agrees to pay the Owner, as rent for said premises, $2,300.00 per grazing season, with rent to be paid in full by May 1, 2016:

LESSEE shall not reassign or sublet any part of this lease; any attempt to reassign or sublet will result in the immediate termination of this Agreement.

LESSEE has the duty to erect, maintain and repair all fences as necessitated by the grazing operations around the described land in a secure and adequate manner during the term of the Lease.

LESSEE agrees to defend and to indemnify the City of Peoria, the County of Peoria, and the 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.

LESSEE 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.

LESSEE 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.

LESSEE 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 Lessee’s personal property.

LESSEE 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 permittee 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.

LESSEE agrees to pay any real estate taxes which become due on the premises.

LESSEE 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 Lessee is premised on the fact that the parties have conducted a diligent search of the premises and that no latent defects are known to the tenant, except as otherwise identified.

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.

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

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) Mr. Phil Enhle
    6123 W Hicks Hollow Road
    Princeville, IL 61559-9521
SIGNATURES:

LESSEE

BY: __________________________
PHIL EHNLE
6123 HICKS HOLLOW ROAD
PRINCEVILLE, IL 61559

JOINT CITY/COUNTY SOLID WASTE COMMITTEE

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

To: Peoria City/County Landfill Committee Members

From: Michael T. Rogers, Public Works Director

AGENDA DATE REQUESTED: March 16, 2016

ACTION REQUESTED: REQUEST FOR APPROVAL FOR THE LEASE AGREEMENT WITH MR. STEVE HARENBERG FOR HUNTING AND FISHING RIGHTS FOR A TERM OF ONE YEAR FROM JUNE 1, 2016 TO MAY 31, 2017.

BACKGROUND: Mr. Harenburg has leased the property for several years. The property consist of approximately 295 acres, which lies easterly of the centerline of Murphy Road. The annual rent is $400.00.

FINANCIAL IMPACT: NA
LICENSE AGREEMENT
(For Hunting & Fishing Rights)

This License Agreement is made between the City of Peoria and County of Peoria, by and through the Joint City/County solid Waste Committee (hereinafter referred to as “LICENSOR”) and Steve Harenberg (hereinafter referred to as “LICENSEE”), and the parties agree as follows:

1. **TERM**
   The term of this License Agreement shall be for one (1) year from **June 1, 2016** to **May 31, 2017**.

2. **PROPERTY**
   Licensor IS THE OWNER OF A TRACT OF LAND DESCRIBED IN Attachment A. This land shall hereinafter be referred to as the “PREMISES”.

3. **LICENSEE’S AUTHORITY**
   LICENSOR gives permission to LICENSEE and his immediate family (Patricia, Debbie, Mike and Steve, Jr.) to enter upon PREMISES solely to hunt and fish. The LICENSEE understands that he does not have the authority to grant any other persons permission to enter upon said PREMISES for any purpose. LICENSEE shall not bring and agricultural equipment or vehicles onto the PREMISES without obtaining the prior consent of the City of Peoria Manager or his designee. LICENSEE may also enter upon the PREMISES to advise persons who may be trespassing thereon that they do not have the permission to be on the PREMISES. However, in no instance is LICENSEE to use any force or threats of any type to remove said persons from the PREMISES. Any use of force or threats shall be a violation of this license agreement and shall immediately dissolve any relationship between the parties. If anyone so notified by LICENSEE does not leave the PREMISES, LICENSEE shall contact the Peoria County Sheriff’s Department. LICENSEE may bring his own vehicle onto the PREMISES to transport Sheriff’s deputies as necessary. LICENSEE is the agent of LICENSOR only to the extent that he follows the precise conditions stated in this license agreement.

   LICENSEE understands that other parties may become CO-LICENSEEs during the term of this agreement. LICENSEE agrees CO-LICENSEEs will have unfettered use and access to the property during the period of their license.

4. **LICENSOR’S USE OF PREMISES**
   LICENSOR reserves the right to enter upon the PREMISES at any time and to use the PREMISES for any purpose they see fit.
5. **TAXES**
In the event that real estate taxes are assessed against the PREMISES as a result of this license agreement, LICENSEE agrees to pay any taxes, which become due.

6. **INDEMNITY AND INSURANCE**
LICENSEE agrees to defend and to indemnify the City of Peoria, the County of Peoria, and the City/county Joint Solid Waste Committee, their employees, officers, and officials and hold them harmless from, for and in respect of any liability, damages, claims, demand of expenses (including but not limited to Court costs, reasonable Attorney fees, and other costs of defense) caused or arising out of LICENSEE’s acts or omissions, this includes but is not limited to any injuries (either personal or property) that occur on the PREMISES due to the LICENSEE’s or his immediate family’s use of the PREMISES for hunting and fishing.

LICENSEE acknowledges that the City of Peoria and County of Peoria do not insure the PREMISES.

LICENSEE shall purchase, at his own expense, such insurance as he feels necessary.

7. **LICENSEE’S ASSUMPTION OF LIABILITY**
LICENSEE agrees to assume any and all liability resulting from the condition of the PREMISES and the acts or omissions of third parties, including injury or damage to the property or person of the LICENSEE, during the term of this agreement. LICENSEE expressly agrees to hold LICENSOR harmless from any liability caused by LICENSEE’S actions, either direct or indirect, from LICENSEE’S use of the PREMISES for hunting. LICENSEE’s assumption of liability with regard to the condition of the PREMISES is based on the fact that the parties have conducted a diligent search of the PREMISES and that no defects are known to either party.

8. **PROHIBITION AGAINST ASSIGNMENT**
This agreement and the rights thereunder shall not be assigned.

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

Notice to LICENSOR shall be sent and mailed to:

(1) Director of Public Works  (2) Peoria County Administrator
Public Works Facility  Room 401, Peoria County Courthouse
3505 N. Dries Lane  324 Main Street
Peoria, IL 61604-1210  Peoria, IL 61602
Notice to LICENSEE shall be sent and mailed to:

Steve Harenberg  
5008 Whittingham Cove  
Mapleton, IL 61547

10. **SEVERABILITY**  
If any portion of this agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

11. **CONSIDERATION**  
LICENSEE shall pay the LICENSOR the sum of Four Hundred Dollars ($400.00) upon execution of this agreement and the same amount by June 1 of 2014. Additionally, LICENSEE shall erect approximately 2,300 feet of fence along the northwest boundary of the property. The fence to be maintained and erected shall be four feet high, four strand barbed wire at a minimum.

12. **TERMINATION**  
Either party may terminate this agreement at any time, with or without cause, upon providing seven days written notice to the other party.

13. **ENTIRE AGREEMENT**  
This Agreement contains the entire agreement between the parties with respect to the subject matter thereof. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless the same be in writing and signed by the person or parties to be charged.

**IN WITNESS WHEREOF,** The parties have executed this agreement this _____ day of ______________, 2016.

LICENSOR 

LICENSEE

By: __________________________  
By: __________________________

LESTER BERGSTEN  
Chairman  
Joint City/County Solid Waste Committee

STEVE HARENBERG
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: March 16, 2016

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, 2016 TO APRIL 30, 2017.

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 __________ 2016, 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, 2016 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  (2) Peoria County Administrator
3505 N. Dries Lane 324 Main Street
Peoria, IL 61604-1210 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: March 16, 2016

ACTION REQUESTED: RECEIVE AND FILE MONTHLY FINANCIAL REPORT

BACKGROUND: Attached is the revenue and expense financial report for financial transactions occurring in January and February 2016. The report include columns that show the prior year’s actual financial performance and the projected monthly budget for easy comparison to the monthly actual for the reporting period.

The actual expenses encumbered as of the reporting period total $45,106.30, with revenues total at $70,611.98, resulting in a favorable balance of $25,505.68 excess revenue over expenses.
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<td>Engineering &amp; Operations</td>
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<td>Expansion, RTC &amp; Contingency</td>
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<td>$1,196.59</td>
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<td>$12,310.26</td>
<td>$7,080.00</td>
<td>$7,107.69</td>
<td>$8,099.67</td>
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<td>Landfill Gas Flare &amp; Well Field</td>
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<td>Liquids &amp; Gas Replacement Materials</td>
<td>$815.05</td>
<td>$415.00</td>
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<td>$740.40</td>
<td>$415.00</td>
<td>$441.26</td>
<td>$6.47</td>
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<td>$2,452.97</td>
<td>$430.00</td>
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<td>$854.62</td>
<td>$430.00</td>
<td>-</td>
<td>$326.66</td>
<td>$430.00</td>
<td>-</td>
<td>$6,907.05</td>
<td>$5,000.00</td>
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<td>Off-Site Liquids Dispos</td>
<td>$1,780.42</td>
<td>$1,250.00</td>
<td>$159.99</td>
<td>$1,239.35</td>
<td>$1,250.00</td>
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<td>$1,004.28</td>
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<td>$24,374.89</td>
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<td>Off-site Leachate Treatment (GPSD)(3)</td>
<td>$102.90</td>
<td>$125.00</td>
<td>$141.43</td>
<td>-</td>
<td>$125.00</td>
<td>$2,140.38</td>
<td>$103.21</td>
<td>$125.00</td>
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<td>$1,481.84</td>
<td>$15,000.00</td>
<td>$2,281.81</td>
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<td>$33.00</td>
<td>$41.21</td>
<td>-</td>
<td>$34.00</td>
<td>$41.21</td>
<td>-</td>
<td>$32.00</td>
<td>-</td>
<td>$313.07</td>
<td>$400.00</td>
<td>$82.42</td>
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<td>Electricity</td>
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<td>$500.00</td>
<td>$505.40</td>
<td>-</td>
<td>$500.00</td>
<td>$454.73</td>
<td>$1,346.25</td>
<td>$500.00</td>
<td>-</td>
<td>$6,016.32</td>
<td>$6,000.00</td>
<td>$960.13</td>
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<td>Project Advertising</td>
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<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$22,967.19</td>
<td>$31,521.70</td>
<td>$20,752.97</td>
<td>$35,004.88</td>
<td>$29,027.70</td>
<td>$24,353.33</td>
<td>$20,955.06</td>
<td>$30,075.70</td>
<td>-</td>
<td>$496,334.55</td>
<td>$365,684.45</td>
<td>$45,106.30</td>
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<tr>
<td><strong>Excess Revenues over Expenses</strong></td>
<td>$9,656.36</td>
<td>$7,129.42</td>
<td>$18,509.25</td>
<td>$(6,813.85)</td>
<td>$9,623.42</td>
<td>$6,996.43</td>
<td>$4,052.23</td>
<td>$8,575.42</td>
<td>-</td>
<td>$(14,609.81)</td>
<td>$104,254.02</td>
<td>$25,505.68</td>
</tr>
</tbody>
</table>

(1) 2016 Budget based on approx. 200,000 tons increased host fees of 2.5% to $2.32/ton
(2) 2016 City and County personnel cost reimbursements amounts decreased.
(3) Off-Site Leachate disposal costs reduced to reflect the lower costs resulting from approval to discharge at GPSD/ Hauled & treated by PDC
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$32,623</td>
<td>$39,262</td>
<td>$22,967</td>
<td>$20,753</td>
</tr>
<tr>
<td>February</td>
<td>$28,191</td>
<td>$31,350</td>
<td>$35,005</td>
<td>$24,353</td>
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<tr>
<td>YTD</td>
<td>$60,814</td>
<td>$70,612</td>
<td>$57,972</td>
<td>$45,106</td>
</tr>
</tbody>
</table>

**FY2015 / FY2016 ACTUAL COMPARISON (REVENUE & EXPENSES)**

![Chart showing revenue and expenses comparison for January, February, and YTD for FY2015 and FY2016.](chart_image)
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: March 16, 2016

ACTION REQUESTED: Receive and file monthly reports.

BACKGROUND: Attached is the monthly activity report through February 2016.

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

2. We are requesting Mr. Bergsten’s signature on the following regulatory submittals, subject to review and approval in advance by Foth:
   a. Application to renew the LF#2 Bureau of Land permit for an additional five year term.
   b. Alternate source demonstration for groundwater exceedances from the fourth quarter 2015 monitoring event at LF#2. None appear to be indicative of a landfill-related impact.

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
#### February 2016

## Tonnage:
### General Refuse
<table>
<thead>
<tr>
<th>Item</th>
<th>Current Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Haulers</td>
<td>12,183.85</td>
</tr>
<tr>
<td>County Res. Free Loads</td>
<td>186.37</td>
</tr>
<tr>
<td>County Res. $5 Loads</td>
<td>0.00</td>
</tr>
<tr>
<td>Roadside</td>
<td>0.71</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>12,370.93</strong></td>
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</table>

### Special Wastes
<table>
<thead>
<tr>
<th>Item</th>
<th>Current Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industrial (Declassified)</td>
<td>2,621.39</td>
</tr>
<tr>
<td>Industrial (Exempt)</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>2,621.39</strong></td>
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</table>

## TOTAL LANDFILL RECEIPTS
<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>14,992.32</strong></td>
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</tbody>
</table>

## Yard Waste Receipts
<table>
<thead>
<tr>
<th>Item</th>
<th>Current Month</th>
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</thead>
<tbody>
<tr>
<td>City Contract</td>
<td>0.00</td>
</tr>
<tr>
<td>All Other</td>
<td>0.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>0.00</strong></td>
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</table>

## Payments:
### Payable to City/County Committee
<table>
<thead>
<tr>
<th>Item</th>
<th>Tons</th>
<th>Rate</th>
<th>Current Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Refuse</td>
<td>12,183.85</td>
<td>$2.32</td>
<td>$28,266.53</td>
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<tr>
<td>Special Waste - Ind.</td>
<td>2,621.39</td>
<td>$2.32</td>
<td>$6,081.62</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$34,348.16</strong></td>
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### Payable to County
<table>
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<th>Item</th>
<th>Tons</th>
<th>Rate</th>
<th>Current Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Refuse</td>
<td>12,183.85</td>
<td>$1.27</td>
<td>$15,473.49</td>
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<tr>
<td>Special Waste - Ind.</td>
<td>2,621.39</td>
<td>$1.27</td>
<td>$3,329.17</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$18,802.65</strong></td>
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## Payable to/Receivable From County
<table>
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<tr>
<th>$5 Loads</th>
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<tr>
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<td>Rate</td>
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Less:

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<tr>
<th>State Fee on Free and $5 Loads</th>
<th>Tons</th>
<th>186.37</th>
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<tr>
<td></td>
<td>Rate</td>
<td>$2.22</td>
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<tr>
<td></td>
<td></td>
<td>($413.74)</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>($413.74)</td>
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</table>

**Tonnage:**  
**General Refuse & Special Waste**

<p>| In county | 8,700.15 |
| Out of county | 6,292.17 |
| Mixed | - |
| TOTAL | 14,992.32 |</p>
<table>
<thead>
<tr>
<th></th>
<th>Landfill #2 Year to Date</th>
<th>Landfill #2 Year to Date</th>
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<td></td>
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<td>2015</td>
</tr>
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<td></td>
<td>24,803.82</td>
<td>23,047.69</td>
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<td></td>
<td>356.85</td>
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<td>1.39</td>
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<td></td>
<td>1.24</td>
<td>4.91</td>
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<tr>
<td></td>
<td>25,162.04</td>
<td>23,281.86</td>
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<tr>
<td></td>
<td>3,086.06</td>
<td>445.59</td>
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<tr>
<td></td>
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<td>0.00</td>
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<tr>
<td></td>
<td>3,086.06</td>
<td>445.59</td>
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<tr>
<td></td>
<td>28,248.10</td>
<td>23,727.45</td>
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<td>$45.00</td>
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<tr>
<td></td>
<td>($792.50)</td>
<td>($508.96)</td>
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<td>($787.50)</td>
<td>($463.96)</td>
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<table>
<thead>
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<td>58.03%</td>
<td>15,932.57</td>
<td>12,308.83</td>
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<td>41.97%</td>
<td>12,315.53</td>
<td>11,418.62</td>
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<tr>
<td>0.00%</td>
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</tr>
<tr>
<td>100.00%</td>
<td>28,248.10</td>
<td>23,727.45</td>
</tr>
</tbody>
</table>
PEORIA CITY/COUNTY LANDFILL NO. 1

PEORIA CITY/COUNTY LANDFILL NO. 2

PEORIA CITY/COUNTY LANDFILL NO. 3

HOUSEHOLD CHEMICALS MATERIALS FACILITY

LEGEND

NOTE

1. THE DRAWING IS NOT TO SCALE. SCALE: 1"=100 Feet
   SCALE: 1"=100 Feet
   SCALE: 1"=100 Feet

FACILITY BOUNDARIES CURRENTLY PRESENTED TO ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
February 29, 2016

Peoria City/County Landfill, Inc.
P.O. Box 9071
Peoria, IL 61612

Re: Peoria City/County Landfill No. 3
NPDES Permit No. IL0080090
Public Notice Permit

Gentlemen:

Please post the attached Public Notice for the subject discharge for at least a period of thirty days from the date on the Notice in a conspicuous place on your premises.

We have enclosed a copy of the draft NPDES permit on which this official Public Notice is based. If you wish to comment on the draft permit, please do so within 30 days of the Public Notice date. If there are any questions, please contact Jaime Rabins at the indicated telephone number and address.

Thank you for your cooperation.

Sincerely,

Darin E. LeCrone, P.E.
Manager, Industrial Unit
Division of Water Pollution Control

DEL:JAR:16012001

Attachments: Draft Permit, Public Notice/Fact Sheet

cc: Records Unit
Peoria FOS
Compliance Assurance Section
PDC Technical Services, Inc.

4302 N. Main St., Rockford, IL 61103 (815)987-7760
595 S. State, Elgin, IL 60123 (847)566-3131
2125 S. First St., Champaign, IL 61820 (217)278-5800
2109 W. Main St., Carlinville, IL 62626 (618)346-6120

9511 Harrison St., Des Plaines, IL 60016 (847)294-4000
5407 N. University St., Arbor 113, Peoria, IL 61614 (309)693-5462
2309 W. Main St., Suite 116, Marion, IL 62259 (618)993-7200
100 W. Randolph, Suite 11-300, Chicago, IL 60601 (312)814-6026

PLEASE PRINT ON RECYCLED PAPER
NPDES Permit No. IL0080090
Notice No. JAR:16012001

Public Notice Beginning Date: February 29, 2016
Public Notice Ending Date: March 30, 2016

National Pollutant Discharge Elimination System (NPDES)
Permit Program

Draft New NPDES Permit to Discharge into Waters of the State

Public Notice/Fact Sheet Issued By:

Illinois Environmental Protection Agency
Bureau of Water,
Division of Water Pollution Control
Permit Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276
217/782-0610

Name and Address of Discharger:
Peoria City/County Landfill, Inc.
P.O. Box 9071
Peoria, IL 61612

Name and Address of Facility:
Peoria City/County Landfill No. 3
& Household Chemical Materials Facility
11501 W. Cottonwood Road
Brimfield, IL 61517
(Peoria County)

The Illinois Environmental Protection Agency (IEPA) has made a tentative determination to issue a NPDES permit to discharge into the waters of the state and has prepared a draft permit and associated fact sheet for the above named discharger. The Public Notice period will begin and end on the dates indicated in the heading of this Public Notice/Fact Sheet. The last day comments will be received will be on the Public Notice period ending date unless a commentor demonstrating the need for additional time requests an extension to this comment period and the request is granted by the IEPA. Interested persons are invited to submit written comments on the draft permit to the IEPA at the above address. Commentors shall provide his or her name and address and the nature of the issues proposed to be raised and the evidence proposed to be presented with regards to those issues. Commentors may include a request for public hearing. Persons submitting comments and/or requests for public hearing shall also send a copy of such comments or requests to the permit applicant. The NPDES permit and notice number(s) must appear on each comment page.

The application, engineer's review notes including load limit calculations, Public Notice/Fact Sheet, draft permit, comments received, and other documents are available for inspection and may be copied at the IEPA between 9:30 a.m. and 3:30 p.m. Monday through Friday when scheduled by the interested person.

If written comments or requests indicate a significant degree of public interest in the draft permit, the permitting authority may, at its discretion, hold a public hearing. Public notice will be given 45 days before any public hearing. Response to comments will be provided when the final permit is issued. For further information, please call Jaime Rabins at 217/782-0310.

The applicant is engaged in the operation of a municipal solid waste landfill (SIC 4953). Waste water is generated from precipitation which comes into contact with daily, intermediate, and final covers and is considered non-contaminated stormwater. Any precipitation that does come into contact with waste is collected by the landfills leachate collection system and is solidified and landfill filled, recirculated or hauled off-site for treatment.

Landfill operation results in an intermittent discharge of stormwater from outfalls 001 and 002. Recycling and collection of Household Chemical Materials, scale and office operations will result in an intermittent discharge of stormwater from outfall 003.
Application is made for the new discharges which are located in Peoria County, Illinois. The following information identifies the discharge point, receiving stream and stream classifications:

<table>
<thead>
<tr>
<th>Outfall</th>
<th>Receiving Stream</th>
<th>Latitude</th>
<th>Longitude</th>
<th>Stream Classification</th>
<th>Integrity Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Coal Hollow</td>
<td>40° 44' 30&quot;N</td>
<td>89° 47' 2&quot;W</td>
<td>General Use</td>
<td>Not Rated</td>
</tr>
<tr>
<td>002</td>
<td>Coal Hollow</td>
<td>40° 44' 34&quot;N</td>
<td>89° 47' 3&quot;W</td>
<td>General Use</td>
<td>Not Rated</td>
</tr>
<tr>
<td>003</td>
<td>Unnamed Tributary to Strip Mine Lake</td>
<td>40° 44' 22&quot;N</td>
<td>89° 46' 37&quot;W</td>
<td>General Use</td>
<td>Not Rated</td>
</tr>
</tbody>
</table>

To assist you further in identifying the location of the discharge please see the attached map.

Outfalls 001 and 002 will discharge to Coal Hollow at a point where zero cfs of flow exists upstream of the outfall during critical 7Q10 low-flow conditions. Coal Hollow (no segment code) is tributary to Warsaw Run (segment code DLD). Coal Hollow is classified as a General Use Water at this location. Neither Coal Hollow nor Warsaw Run is listed on the draft 2014 Illinois Integrated Water Quality Report and Section 303(d) List as an impaired water body. Illinois EPA has not assessed these waters. Coal Hollow at this location has not been given an integrity rating in the 2008 Illinois Department of Natural Resources Publication Integrating Multiple Taxa in a Biological Stream Rating System. Coal Hollow is not designated as an enhanced water pursuant to the dissolved oxygen water quality standard at this location. Outfall 003 will discharge to an unnamed strip mine lake. None of the above information exists for this water body. The watershed for Coal Hollow at the points of discharge of Outfalls 001 and 002 is 0.78 square miles and the watershed for Outfall 003 is 0.35 square miles.

The discharge(a) from the facility shall be monitored and limited at all times as follows:

<table>
<thead>
<tr>
<th>LOAD LIMITS lbs/day</th>
<th>CONCENTRATION LIMITS mg/l</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAF (DMF)</td>
<td>30 DAY</td>
</tr>
</tbody>
</table>

Outfalls: 001, 002, and 003 Stormwater (Intermittent Discharge)

Stormwater Pollution Prevention Plan: 40 CFR 122.26 (b)(14)(v)

The following explain the conditions of the proposed permit:

The special conditions clarify the following: stormwater pollution prevention plan requirements, monitoring location, algicide usage, biosolids and bioremediated soil usage requirements and compliance with the Bureau of Land.
Identification and Characterization of the Affected Water Body.

Outfalls 001 and 002 will discharge to Coal Hollow at a point where zero cfs of flow exists upstream of the outfall during critical 7Q10 low-flow conditions. Coal Hollow (no segment code) is tributary to Warsaw Run (segment code DLD). Coal Hollow is classified as a General Use Water at this location. Neither Coal Hollow nor Warsaw Run is listed on the draft 2014 Illinois Integrated Water Quality Report and Section 303(d) List as an impaired water body. Illinois EPA has not assessed these waters. Coal Hollow at this location has not been given an integrity rating in the 2008 Illinois Department of Natural Resources Publication Integrating Multiple Taxa in a Biological Stream Rating System. Coal Hollow is not designated as an enhanced water pursuant to the dissolved oxygen water quality standard at this location. Outfall 003 will discharge to an unnamed strip mine lake. None of the above information exists for this water body. The watershed for Coal Hollow at the points of discharge of Outfalls 001 and 002 is 0.78 square miles and the watershed for Outfall 003 is 0.35 square miles.

Identification of Proposed Pollutant Load Increases or Potential Impacts on Uses.

Exposed soil and refuse will contribute pollutants to stormwater. This is typically suspended solids, but some landfill runoff contains ammonia and metals. Monitoring of sediment pond effluent will be required to ensure that the best management practices applied are effective in minimizing pollutants in the runoff. No impact on receiving water uses is anticipated.

Fate and Effect of Parameters Proposed for Increased Loading.

The suspended solids in the effluents will become part of the suspended and bed sediment load of the receiving streams. Sediment will settle in the strip mine lake and remain as bottom deposits. Given the treatment afforded by the sediment ponds, the load of suspended solids may increase only slightly over that which now exists in site runoff. Ammonia in the settled runoff will naturally degrade in the receiving waters.

Purpose and Anticipated Benefits of the Proposed Activity.

The Peoria area requires a landfill to replace Landfill #2 which is running out of room. The Citizens’ Convenience Center will allow for recycling of electronics and other materials and save landfill space. These are benefits to the local community.

Assessments of Alternatives for Lesser Increase in Loading or Minimal Environmental Degradation.

Treatment of stormwater runoff in sediment ponds is standard practice. Alternatives for dealing with stormwater in other ways are cumbersome and do not make economic or environmental sense. Since the landfill is being built on un-reclaimed strip mine land, no beneficial uses of the site are being lost.

Summary Comments of the Illinois Department of Natural Resources, Regional Planning Commissions, Zoning Boards or Other Entities

An Eco-CAT endangered species consultation submitted to the Illinois Department of Natural Resources on June 13, 2014 resulted in an initial determination that no endangered or threatened species resides in the area. Consultation was immediately terminated.

Agency Conclusion.

This preliminary assessment was conducted pursuant to the Illinois Pollution Control Board regulation for Antidegradation found at 35 Ill. Adm. Code 302.105 (antidegradation standard) and was based on the information available to the Agency at the time the draft permit was written. We tentatively find that the proposed activity will result in the attainment of water quality standards; that all existing uses of the receiving stream will be maintained; that all technically and economically reasonable measures to avoid or minimize the extent of the proposed increase in pollutant loading have been incorporated into the proposed activity; and that this activity will benefit the community by providing a nearby municipal landfill and recycling center. Comments received during the NPDES permit public notice period will be evaluated before a final decision is made by the Agency.
NPDES Permit No. IL0030090
Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Post Office Box 19278
Springfield, Illinois 62794-9276
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
New (NPDES) Permit

Expiration Date: Issue Date: Effective Date:

Name and Address of Permittee: Facility Name and Address:
Peoria City/County Landfill, Inc. Peoria City/County Landfill No. 3 & Household Chemical Materials Facility
P.O. Box 9071 11501 W. Cottonwood Road
Peoria, IL 61612 Brimfield, IL 61517 (Peoria County)

Discharge Number and Name: Receiving Waters:
001 Stormwater Coal Hollow
002 Stormwater Coal Hollow
003 Stormwater Unnamed Strip Mine Lake

In compliance with the provisions of the Illinois Environmental Protection Act, Title 35 of Ill. Adm. Code, Subtitle C and/or Subtitle D, Chapter 1, and the Clean Water Act (CWA), the above-named permittee is hereby authorized to discharge at the above location to the above-named receiving stream in accordance with the standard conditions and attachments herein.

Permittee is not authorized to discharge after the above expiration date. In order to receive authorization to discharge beyond the expiration date, the permittee shall submit the proper application as required by the Illinois Environmental Protection Agency (IEPA) not later than 180 days prior to the expiration date.

Alan Keller, P.E.
Manager, Permit Section
Division of Water Pollution Control

SAK:JAR:16012001
NPDES Permit No. IL0080090

Effluent Limitations and Monitoring

From the effective date of this permit until the expiration date, the effluent of the following discharge(s) shall be monitored and limited at all times as follows:

Outfall(s): 001, 002, and 003 Stormwater (Intermittent Discharge)

<table>
<thead>
<tr>
<th>PARAMETER</th>
<th>LOAD LIMITS lbs/day</th>
<th>CONCENTRATION LIMITS mg/l</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30 DAY AVERAGE</td>
<td>DAILY MAXIMUM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flow</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Measure or Empirical Calculation

See Special Condition 1
SPECIAL CONDITION 1.

A. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

1. General storm water pollution prevention plan requirements applicable to both landfill activities and landfill construction activities are as follows:

a. The stormwater pollution prevention plan (SWPPP) developed for previous permits shall be maintained and if necessary amended by the permittee.

b. The owner or operator of a landfill with storm water discharges covered by this permit shall make a copy of the plan available to the Agency at any reasonable time upon request. A copy of the plan shall be maintained at the landfill for which storm water discharges are covered by this permit.

c. The permittee may be notified in writing by the Agency, at any time, that the plan does not meet the requirements of this permit. After such notification, the permittee shall make changes to the plan and shall submit a written certification that the requested changes have been made. Unless otherwise provided, the permittee shall have 30 days after such notification to make the changes.

d. The discharger shall amend the plan whenever there is a change in construction, operation, or maintenance which affects the discharge quantity of pollutants to waters of the State or if a facility inspection required by paragraph A.1.f. of this Special Condition indicates that an amendment is needed. The plan should also be amended if the discharger is in violation of any conditions of this permit, or has not achieved the general objectives of controlling pollutants in storm water discharges. Amendments to the plan shall be made within the shortest reasonable period of time, and shall be provided to the Agency for review upon request.

In addition to the above requirements, the plan shall be amended if sludge or bioremediated soils are utilized as daily, intermediate or final cover, if spray-on erosion or dust control/daily cover products are utilized, if pond water is utilized for dust control or other means or if additives are utilized to enhance effluent quality. Stormwater runoff from areas where sludge or bioremediated soils are utilized or stockpiled shall be diverted to detention basins when ever possible. Daily cover or approved alternate daily cover shall be utilized on sludge or bioremediated soils to prevent excessive wash out of the solids. Pond water utilized for dust suppression or other means shall be restricted in quantities, locations and time periods to prevent runoff, wash off due to precipitation or tracking on tires due to mud formation. Spray on products or effluent enhancing additives shall be reviewed and approved prior to use. Information that should be provided with a request for approval of effluent enhancing additives shall include but not be limited to the following:

1. MSDS sheets
2. List of active and inactive ingredients
3. Expected dosage rate
4. Expected concentration in the discharge

Information to be provided with a request for approval of spray on products shall include but not be limited to the following:

1. MSDS sheets if available
2. List of compounds comprising the product, especially biocides, and amounts of each compound
3. Area utilized, drainage area tributary outfall and method of application
4. Information, if available, regarding degradation rates
5. Expect stormwater runoff quality

e. Non-Storm Water Discharges - The plan shall include a certification that the discharge has been tested or evaluated for the presence of non-storm water discharges. The certification shall include a description of any tests for the presence of non-storm water discharges, the methods used, the dates of the testing, and any on-site drainage points that were observed during the testing. Any facility that is unable to provide this certification must describe the procedure of any test conducted for the presence of non-storm water discharges, the test results, potential sources of non-storm water discharges to the storm sewer, and why adequate tests for such storm sewer were not feasible. Non-stormwater discharges shall include but not be limited to those discharges identified as categorical discharges under 40 CFR 445 Landfills Point Source Category.

f. The permittee shall conduct facility inspections to verify that all elements of the plan, including the site map, potential pollutant sources, and structural and non-structural controls to reduce pollutants in landfill storm water discharges are accurate. Inspections shall be conducted quarterly during or shortly after a significant rain event, but no less than annually if no such significant rain event occurs. Observations that require a response and the appropriate response to the observation shall be retained as part of the plan. Records documenting observations made during the site inspection shall be submitted to the Agency in accordance with the reporting requirements of this permit.
g. The plan should briefly describe the appropriate elements of other program requirements, including Spill Prevention Control and Countermeasures (SPCC) plans required under Section 311 of the CWA and the regulations promulgated thereunder, and Best Management Programs under 40 CFR 125.100.

h. The plan is considered a report that shall be available to the public under Section 308(b) of the CWA. The permittee may claim portions of the plan as confidential business information, including any portion describing facility security measures.

i. The plan shall include the signature and title of the person responsible for preparation of the plan and include the date of initial preparation and each amendment thereto.

2. The storm water pollution prevention plan for landfill construction activities shall include the following items:

a. Site Description. Each plan shall, provide a description of the following:

i. A description of the nature of the construction activity;

ii. A description of the intended sequence of major activities which disturb soils for major portions of the site (e.g. grubbing, excavation, grading);

iii. Estimates of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading, or other activities;

iv. An estimate of the runoff coefficient of the site after construction activities are completed and existing data describing the soil or the quality of any discharge from the site;

v. A site map indicating drainage patterns and approximate slopes anticipated before and after major grading activities, area of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water; and

vi. The name of the receiving water(s) and the ultimate receiving water(s), and aerial extent of wetland acreage at the site.

b. Controls. Each plan shall include a description of appropriate controls that will be implemented at the construction site. The plan will clearly describe for each major activity identified, appropriate controls and the timing during the construction process that the controls will be implemented. (For example, perimeter controls for one portion of the site will be installed after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. Perimeter controls will be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Temporary perimeter controls will be removed after final stabilization). The description of controls shall address as appropriate the following minimum components:

i. Erosion and Sediment Controls.

(A). Stabilization Practices. A description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures that might be found in the “Illinois Urban Manual” dated 2013. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included in the plan. Except as provided in paragraphs A.2.b.i.(A).1, and A.2.b.ii., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased.

(1). Where the initiation of stabilization measures by the 14th day after construction activity temporary or permanently cease is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.

(2). Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 21 days) then stabilization measures do not have to be initiated on that portion of site by the 14th day after construction activity temporarily ceased.

(B). Structural Practices. A description of structural practices to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary
or permanent sediment basins. Structural practices should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA.

ii. Storm Water Management. A description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA. This permit only addresses the installation of storm water management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization. Permittees are responsible for only the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with landfill construction have been eliminated from the site.

(A) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on-site; and sequential systems (which combine several practices). The pollution prevention plan shall include an explanation of the technical basis used to select the practices to control pollution where flows exceed predevelopment levels.

(B) Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erodible velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

iii. Other Controls.

(A) Waste Disposal. No solid materials, including building materials, shall be discharged to Waters of the State, except as authorized by a Section 404 permit.

(B) The plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

iv. Approved State or Local Plans. The management practices, controls and other provisions contained in the storm water pollution prevention plan must be at least as protective as the requirements contained in the "Illinois Urban Manual" dated 2013. Facilities which discharge storm water associated with construction site activities must include in their storm water pollution prevention plan any applicable local requirements. Storm water management requirements approved by local officials that are applicable to protecting surface water resources are incorporated by reference and are enforceable under this permit even if they are not specifically included in a storm water pollution prevention plan required under this permit. This provision does not apply to provisions of master plans, comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit that is issued for the construction site.

c. Maintenance. A description of procedures to maintain in good and effective operating conditions vegetation, erosion and sediment control measures and other protective measures identified in the site plan.

3. The storm water pollution prevention plan for new and existing storm water discharges associated with active or inactive landfill or open dumps and any on-site ancillary activities that receive or have received any industrial wastes shall include the following items:

a. The plan shall provide a description of potential sources which may be expected to add significant quantities of pollutants to storm water discharges, or which may result in non-storm water discharges from the facility. The plan shall include, at a minimum, the following items:

I. A topographic map extending one-quarter mile beyond the property boundaries of the facility, showing: the facility, surface water bodies, wells (including injection wells), seepage pits, infiltration ponds, and the discharge points where the facility's storm water discharges to surface waters. The requirements listed in this paragraph may be included on the site map if appropriate.

II. A site map showing:

(A) The storm water conveyance and discharge structures;

(B) An outline of the storm water drainage areas for each storm water discharge point;

(C) Paved areas and buildings;

(D) Areas used for outdoor storage, or disposal of significant materials, including activities that generate significant quantities
of dust or particulates;

(E). Location of existing storm water structural control measures (dikes, coverings, detention facilities, etc.);

(F). Surface water locations;

(G). Areas of existing and potential soil erosion;

(H). Vehicle service and traffic areas;

(I). Material loading, unloading, and access areas;

(J). Areas that have daily cover, intermediate final cover and final vegetative cover of the landfill;

(K). Areas that are considered ancillary operations of a landfill.

iii. A narrative description of the following:

(A). The nature of the landfill activities conducted at the site, including a description of significant materials that are treated, stored or disposed of in a manner to allow exposure to storm water;

(B). Materials, equipment, and vehicle management practices employed to minimize contact of significant materials with storm water discharges;

(C). Existing structural and non-structural control measures to reduce pollutants in storm water discharges;

(D). Landfill storm water discharge treatment facilities;

(E). Methods of on-site storage and disposal of significant materials.

iv. A list of the types of pollutants found present by required testing, either by this permit or application requirements.

v. An estimate of the size of the facility in acres or square feet, and the percent of the facility that has impervious areas such as pavement or buildings.

vi. A summary of existing sampling data describing pollutants in storm water discharges from the landfill or ancillary activities.

b. The plan shall describe the storm water management controls which will be implemented by the facility. The appropriate controls shall reflect identified existing and potential sources of pollutants at the facility. The description of the storm water management controls shall include:

i. Storm Water Pollution Prevention Personnel - Identification by job titles of the individuals who are responsible for developing, implementing, and revising the plan.

ii. Preventive Maintenance - Procedures for inspection and maintenance of storm water conveyance system and devices such as oil/water separators, catch basins, etc., and inspection and testing of plant equipment and systems that could fail and result in discharges of pollutants to storm water.

iii. Good Housekeeping - Good housekeeping requires the maintenance of clean, orderly facility areas that discharge storm water. Material or handling areas shall be inspected and cleaned to reduce the potential for pollutants to enter the storm water conveyance system.

iv. Spill Prevention and Response - Identification of areas where significant materials can spill into or otherwise enter the storm water conveyance systems and their accompanying drainage points. Specific material handling procedures, storage requirements, spill clean up equipment and procedures should be identified, as appropriate. Internal notification procedures for spills of significant materials should be established.

v. Storm Water Management Practices - Storm water management practices are practices other than those which control the source of pollutants. They include measures such as installing oil and grit separators, diverting storm water into retention basins, etc. Based on assessment of the potential of various sources to contribute pollutants, measures to remove pollutants from storm water discharge shall be implemented. In developing the plan, the following management practices shall be considered:

(A). Containment - Storage within berms or other secondary containment devices to prevent leaks and spills from entering
storm water runoff;

(B). Oil & Grease Separation - Oil/water separators, booms, skimmers or other methods to minimize oil contaminated storm water discharges;

(C). Debris & Sediment Control - Screens, booms, sediment ponds or other methods to reduce debris and sediment in storm water discharges;

(D). Waste Chemical Disposal - Waste chemicals such as antifreeze, degreasers and used oils shall be recycled or disposed of in an approved manner and in a way which prevents them from entering storm water discharges;

(E). Storm Water Diversion - Storm water diversion away from storage and other areas of potential storm water contamination;

(F). Covered Storage - Covered fueling operations and storage areas to prevent contact with storm water.

vi. Sediment and Erosion Prevention - The plan shall identify areas which due to topography, activities, or other factors, have a high potential for significant soil erosion and describe measures to limit erosion.

vii. Employee Training - Employee training programs shall inform personnel at all levels of responsibility of the components and goals of the storm water pollution control plan. Training should address topics such as spill response, good housekeeping and material management practices. The plan shall identify periodic dates for such training.

viii. Inspection Procedures - Qualified plant personnel shall be identified and inspect designated equipment and landfill areas. A tracking or follow-up procedure shall be used to ensure appropriate response has been taken in response to an inspection. Inspections and maintenance activities shall be documented and recorded with copies of the records maintained at the site of the permitted landfill.

B. CONSTRUCTION AUTHORIZATION

Authorization is hereby granted to construct treatment works and related equipment that may be required by the Storm Water Pollution Prevention Plan developed pursuant to this permit.

This Authorization is issued subject to the following condition(s).

1. If any statement or representation is found to be incorrect, this authorization may be revoked and the permittee thereupon waives all rights thereunder.

2. The issuance of this authorization (a) does not release the permittee from any liability for damage to persons or property caused by or resulting from the installation, maintenance or operation of the proposed facilities; (b) does not take into consideration the structural stability of any units or part of this project; and (c) does not release the permittee from compliance with other applicable statutes of the State of Illinois, or other applicable local law, regulations or ordinances.

3. Plans and specifications of all treatment equipment being included as a part of the storm water management practice shall be included in the SWPPP.

4. Any modification of or deviation from the plans and specifications included in the site's current SWPPP requires amendment of the SWPPP.

C. REPORTING

1. The facility shall submit a quarterly inspection report to the Illinois Environmental Protection Agency. The report shall include results of the facility inspections which are required by A.1.f. of this permit. The reports shall also include documentation of any event (spill, treatment unit malfunction, etc.) which would require an inspection, results of the inspection, and any subsequent corrective maintenance activity. The report shall be completed and signed by the authorized facility employee(s) who conducted the inspection(s).

2. All reports shall contain information gathered during the previous quarter beginning with the effective date of this permit and shall be submitted no later than 30 days after each quarter.
3. Quarterly inspection reports shall be mailed to the following address:

Illinois Environmental Protection Agency
Bureau of Water
Compliance Assurance Section, Mail Code #19
Quarterly Report
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

4. If the facility performs inspections more frequently than required by this permit, the results shall be included as additional information in the quarterly report.

D. DEFINITIONS

1. Non-contaminated stormwater means stormwater which does not come in direct contact with landfill wastes, the waste handling and treatment areas, or landfill wastewater. Non-contaminated stormwater includes stormwater which flows off the cap, cover, intermediate cover, daily cover, and/or final cover of the landfill.

2. Landfill wastewater means all wastewater associated with, or produced by, landfilling activities except for sanitary wastewater, non-contaminated storm water, contaminated ground water, and wastewater from recovery pumping wells. Landfill wastewater includes, but is not limited to, leachate, gas collection condensate, drained free liquids, laboratory derived wastewater, contaminated storm water and contact washwater from washing truck, equipment, and railcar exteriors and surface areas which have come in direct contact with solid waste at the landfill facility.

3. Land application unit means an area where wastes are applied onto or incorporated into the soil surface (excluding manure spreading operations) for treatment or disposal.

4. Landfill means an area of land or an excavation in which wastes are placed for permanent disposal, and which is not a land application unit, surface impoundment, injection well or waste pile.

5. Section 313 water priority chemical means a chemical or chemical categories which: 1) Are listed at 40 CFR 372.65 pursuant to Section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA) (also known as Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1987); 2) are present at or above threshold levels at a facility subject to EPCRA Section 313 reporting requirements; and 3) that meet at least one of the following criteria: (i) Are listed in Appendix D of 40 CFR 122 on either Table II (organic priority pollutants), Table III (certain metals, cyanides, and phenols) or Table V (certain toxic pollutants and hazardous substances); (ii) are listed as a hazardous substance pursuant to Section 311(b)(2)(A) of the CWA at 40 CFR 116.4; or (iii) are pollutants for which EPA has published acute or chronic water quality criteria.

6. Significant materials includes, but is not limited to: raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under Section 101(14) of CERCLA; any chemical the facility is required to report pursuant to EPCRA Section 313; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with storm water discharges.

7. Significant spills includes, but is not limited to: releases of oil or hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (see 40 CFR 110.10 and CFR 117.21) or Section 102 of CERCLA (see 40 CFR 302.4).

8. Leachate means liquid containing materials removed from solid waste. For the purpose of this permit, storm water which falls onto areas of the landfill which have exposed waste or seeps shall be considered leachate.

9. Solid waste means a waste that is defined in this Section as an inert waste, as a putrescible waste, as a chemical waste or as a special waste, and which is not also defined as a hazardous waste pursuant to 35 Ill. Adm. Code 721.

10. Chemical waste means a non-putrescible solid whose characteristics are such that any contaminated leachate is expected to be formed through chemical or physical processes, rather than biological processes, and no gas is expected to be formed as a result.

11. Inert waste means any solid waste that will not decompose biologically, burn, serve as food for vectors, form a gas, cause an odor, or form a contaminated leachate, as determined in accordance with Section 811.202(b). Such inert wastes shall include only non-biodegradable and non-putrescible solid wastes. Inert wastes may include, but are not limited to, bricks, masonry and concrete (cured for 60 days or more).

12. Putrescible waste means a solid waste that contains organic matter capable of being decomposed by microorganisms so as to cause a malodor, gases, or other offensive conditions, or which is capable of providing food for birds and other vectors. Putrescible wastes may form a contaminated leachate from microbiological degradation, chemical processes, and physical processes. Putrescible waste
Special Conditions

13. **Special waste** means any industrial process waste, pollution control waste or hazardous waste, except as determined pursuant to Section 22.9 of the Act and 35 Ill. Adm. Code 808.


16. **Final cover** described in 35 Ill. Adm. Code 811.314 or other approved cover systems.

17. **Ancillary activities** means any equipment, structures and other devices that are necessary for proper operation of the landfill in accordance with the requirements of the Environmental Protection Act (current edition).

18. **Industrial wastes** means waste that is received from any of the facilities described in 40 CFR 122.26(b)(14).

19. **Significant rain event** means any rainfall event or equivalent snowfall which is 0.1 inches or greater and occurs, at a minimum, 72 hours from the previously measurable (greater than 0.1 inch rainfall or equivalent snow melt) storm event.

Note that additional definitions are included in the permit Standard Conditions, Attachment H.

E. SAMPLE REQUIREMENTS

The permittee shall initiate a semi-annual monitoring program of stormwater or snowmelt discharges associated with active or inactive landfills and any on-site ancillary activities. Samples shall be collected from the discharge resulting from a rainfall event that is greater than 0.1 inches in magnitude or equivalent snow melt and occurs at least 72 hours from the previously measurable (greater than 0.1 inch rainfall or equivalent snow melt) storm event. Storm water discharges resulting from strictly landfill construction activities, areas of the landfill under construction that have not received waste, shall not be required to perform monitoring.

For discharges from holding ponds or other impoundments with a retention period greater than 24 hours, a minimum of one grab sample may be taken and analyzed. For all other discharges, a grab sample shall be taken during the first thirty minutes of the discharge and a minimum of three sample aliquots taken in each hour of the discharge for the entire discharge or the first three hours of the discharge, with each aliquot being separated by a minimum period of fifteen minutes. The grab sample taken during the initial thirty minutes of discharge shall be analyzed separately and the remaining sample aliquots may be combined to form a single sample for analysis.

The Permittee shall record monitoring results on Discharge Monitoring Report (DMR) Forms using one such form for each outfall each month.

In the event that an outfall does not discharge during a monthly reporting period, the DMR Form shall be submitted with no discharge indicated.

The Permittee will be required to submit electronic DMRs (NetDMRs) instead of mailing paper DMRs to the IEPA beginning December 21, 2016. More information, including registration information for the NetDMR program, can be obtained on the IEPA website, http://www.epa.state.il.us/water/net-dmr/index.html.

The completed Discharge Monitoring Report forms shall be submitted to IEPA no later than the 25th day of the following month, unless otherwise specified by the permitting authority.

Permittees not using NetDMRs during the interim period before December 21, 2016 shall mail Discharge Monitoring Reports with an original signature to the IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attention: Compliance Assurance Section, Mail Code # 19
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

The permittee shall sample stormwater discharges from outfalls 001, 002, and 003 for the following:

- Ammonia (as N)
- Lead
- Arsenic
- Manganese
NPDES Permit No. IL0080090

Special Conditions

Barium                Mercury
BOD$_5$               Nickel
Boron                pH
Cadmium               Phenols
Chloride             Sulfate
Chromium (Hexavalent) Iron (Total)
Chromium (Trivalent)  Total Dissolved Solids
Copper               Temperature
Fluoride             TOC
Oil & Grease          TSS
Hardness
Iron (dissolved)      Zinc

Monitoring requirements for oil and grease, pH and temperature shall only be performed on the initial grab sample.

In addition to the sample requirements, the permittee shall make a reasonable attempt to measure the flow of the stormwater discharge from each outfall and the storm duration and total precipitation quantity causing the stormwater discharge on a daily basis and report results as a monthly average and daily maximum value in units of Million Gallons per Day (MGD) on the monthly DMR forms.

Unless otherwise indicated, concentrations refer to the total amount of the constituent present in all phases, whether solid, suspended or dissolved, elemental or combined, including all oxidation states. Where constituents are commonly measured as other than total, the word “total” is inserted for clarity.

The analyses for the above parameters shall meet the detection limits as established for accepted test procedures listed in 40 CFR 136. Mercury shall be monitored using USEPA Method 1631E and the digestion procedure described in Section 11.1.1.2 of 1631E.

Semi-annual sample results shall be submitted with the June and December DMR’s.

SPECIAL CONDITION 2. For the purpose of this permit outfall(s) 001, 002, and 003 are limited to stormwater, free from leachate and other wastewater discharges.

SPECIAL CONDITION 3. Samples taken in compliance with the effluent monitoring requirements shall be taken at a point representative of the discharge, but prior to entry into the receiving stream.

SPECIAL CONDITION 4. If an applicable effluent standard or limitation is promulgated under Sections 301(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) of the Clean Water Act and that effluent standard or limitation is more stringent than any effluent limitation in the permit or controls a pollutant not limited in the NPDES Permit, the Agency shall revise or modify the permit in accordance with the more stringent standard or prohibition and shall so notify the permittee.

SPECIAL CONDITION 5. The issuance of this permit, construction authorizations or other approvals, does not relieve the permittee of the responsibilities of complying with the provisions required by the Bureau of Land.

SPECIAL CONDITION 6. The use of copper sulfate as an algicide is approved provided its use is in accordance with label requirements and it is applied by a licensed applicator.

SPECIAL CONDITION 7. The permittee shall request modification of this permit in accordance with attachment H prior to utilizing biosolids or bioremediated soils as final protective cover, final cover, intermediate cover or daily cover.
Attachment H

Standard Conditions

Definitions

Act means the Illinois Environmental Protection Act, 415 ILCS 5 as Amended.

Agency means the Illinois Environmental Protection Agency.

Board means the Illinois Pollution Control Board.


NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318 and 405 of the Clean Water Act.

USEPA means the United States Environmental Protection Agency.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the “daily discharge” is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the “daily discharge” is calculated as the average measurement of the pollutant over the day.

Maximum Daily Discharge Limitation (daily maximum) means the highest allowable daily discharge.

Average Monthly Discharge Limitation (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Discharge Limitation (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Aliquot means a sample of specified volume used to make up a total composite sample.

Grab Sample means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not exceeding 5 minutes.

24-Hour Composite Sample means a combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

8-Hour Composite Sample means a combination of at least 3 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over an 8-hour period.

Flow Proportional Composite Sample means a combination of sample aliquots of at least 100 milliliters, collected at periodic intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

(1) Duty to comply. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirements.

(2) Duty to rereply. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 120 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.

(3) Need to halt or reduce activity not a defense. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

(4) Duty to mitigate. The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

(5) Proper operation and maintenance. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems only when necessary to achieve compliance with the conditions of the permit.

(6) Permit actions. This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62 and 40 CFR 122.63. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

(7) Property rights. This permit does not convey any property rights of any sort, or any exclusive privilege.

(8) Duty to provide information. The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency upon request, copies of records required to be kept by this permit.
(9) **Inspection and entry.** The permittee shall allow an authorized representative of the Agency or USEPA (including an authorized contractor acting as a representative of the Agency or USEPA), upon the presentation of credentials and other documents as may be required by law, to:

(a) Enter upon the permittee’s premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;

(b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;

(c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

(d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance, or as otherwise authorized by the Act, any substances or parameters at any location.

(10) **Monitoring and records.**

(a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

(b) The permittee shall retain records of all monitoring information, including all calibration and maintenance records, and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the permit, measurement, report or application. Records related to the permittee’s sewage sludge use and disposal activities shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503). This period may be extended by request of the Agency or USEPA at any time.

(c) Records of monitoring information shall include:

1. The date, exact place, and time of sampling or measurements;
2. The individual(s) who performed the sampling or measurements;
3. The date(s) analyses were performed;
4. The individual(s) who performed the analyses;
5. The analytical techniques or methods used; and
6. The results of such analyses.

(d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit. Where no test procedure under 40 CFR Part 136 has been approved, the permittee must submit to the Agency a test method for approval. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to ensure accuracy of measurements.

(11) **Signatory requirement.** All applications, reports or information submitted to the Agency shall be signed and certified.

(a) **Application.** All permit applications shall be signed as follows:

1. For a corporation: by a principal executive officer of at least the level of vice president or a person or position having overall responsibility for environmental matters for the corporation;
2. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
3. For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.

(b) **Reports.** All reports required by permits, or other information requested by the Agency shall be signed by a person described in paragraph (a) or by a duly authorized representative of that person. A person is a duly authorized representative only if:

1. The authorization is made in writing by a person described in paragraph (a); and
2. The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and
3. The written authorization is submitted to the Agency.

(c) **Changes of Authorization.** If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.

(d) **Certification.** Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

(12) **Reporting requirements.**

(a) **Planned changes.** The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:

1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source pursuant to 40 CFR 122.29 (b); or
2. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements pursuant to 40 CFR 122.42 (a)(1).

3. The alteration or addition results in a significant change in the permittee’s sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

(b) **Anticipated noncompliance.** The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

(c) **Transfers.** This permit is not transferable to any person except after notice to the Agency.

(d) **Compliance schedules.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
(e) Monitoring reports. Monitoring results shall be reported at the intervals specified elsewhere in this permit.

(1) Monitoring results must be reported on a Discharge Monitoring Report (DMR).

(2) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

(3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.

(f) Twenty-four hour reporting. The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24-hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause, the period of the noncompliance, including exact dates and time; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The following shall be included as information which must be reported within 24-hours:

(1) Any unanticipated bypass which exceeds any effluent limit in the permit.

(2) Any upset which exceeds any effluent limit in the permit.

(3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit or any pollutant which may endanger health or the environment.

The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24-hours.

(g) Other noncompliance. The permittee shall report all instances of noncompliance not reported under paragraphs (12) (d), (e), or (f), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12) (f).

(h) Other information. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.

(13) Bypass.

(a) Definitions.

(1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.

(2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (13)(c) and (13)(d).

(c) Notice.

(1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit, prior notice, if possible, at least ten days before the date of the bypass.

(2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (12)(f)(2) (24-hour notice).

(d) Prohibition of bypass.

(1) Bypass is prohibited, and the Agency may take enforcement action against a permittee for bypass, unless:

(i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(iii) The permittee submitted notices as required under paragraph (13)(c).

(2) The Agency may approve an anticipated bypass, after considering its adverse effects, if the Agency determines that it will meet the three conditions listed above in paragraph (13)(d)(1).

(14) Upset.

(a) Definition. Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (14)(c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

(c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(1) An upset occurred and that the permittee can identify the cause(s) of the upset;

(2) The permitted facility was at the time being properly operated; and

(3) The permittee submitted notice of the upset as required in paragraph (12)(f)(2) (24-hour notice).

(4) The permittee compiled with any remedial measures required under paragraph (4).

(d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.
Transfer of permits. Permits may be transferred by modification or automatic transfer as described below:

(a) Transfers by modification. Except as provided in paragraph (b), a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued pursuant to 40 CFR 122.82 (b) (2), or a minor modification made pursuant to 40 CFR 122.63 (d), to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.

(b) Automatic transfers. As an alternative to transfers under paragraph (a), any NPDES permit may be automatically transferred to a new permittee if:

1. The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date;
2. The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage and liability between the existing and new permittees; and
3. The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.

All manufacturing, commercial, mining, and silvicultural dischargers must notify the Agency as soon as they know or have reason to believe:

(a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:

1. One hundred micrograms per liter (100 ug/l);
2. Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6 dinitrophenol; and one milligram per liter (1 mg/l) for antimony.

(b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.

All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:

(a) Any new introduction of pollutants into that POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants; and
(b) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.

For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharges from the POTW.

If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:

(a) User charges pursuant to Section 204 (b) of the Clean Water Act, and applicable regulations appearing in 40 CFR 35;
(b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act; and
(c) Inspection, monitoring and entry pursuant to Section 308 of the Clean Water Act.

If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2), or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.

Any authorization to construct issued to the permittee pursuant to 35 Ill. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.

The permittee shall not make any false statement, representation or certification in any application, record, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.

The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed $25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a fine of not less than $2,500 nor more than $25,000 per day of violation, or by imprisonment for not more than one year, or both.

Additional penalties for violating these sections of the Clean Water Act are identified in 40 CFR 122.41 (a) and (3).

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than $10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than $20,000 per day of violation, or by imprisonment of not more than 4 years, or both.

The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than $10,000 per violator, or by imprisonment for not more than 6 months per violation, or by both.

Collected screening, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or ‘unoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.

In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.

The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 Ill. Adm. Code, Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board or any court with jurisdiction.

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.

(Rev. 7-9-2010 bah)
Attachment H

Standard Conditions

Definitions

Act means the Illinois Environmental Protection Act, 415 ILCS 5 as Amended.

Agency means the Illinois Environmental Protection Agency.

Board means the Illinois Pollution Control Board.


NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318 and 405 of the Clean Water Act.

USEPA means the United States Environmental Protection Agency.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the “daily discharge” is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the “daily discharge” is calculated as the average measurement of the pollutant over the day.

Maximum Daily Discharge Limitation (daily maximum) means the highest allowable daily discharge.

Average Monthly Discharge Limitation (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Discharge Limitation (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Allquot means a sample of specified volume used to make up a total composite sample.

Grab Sample means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not exceeding 15 minutes.

24-Hour Composite Sample means a combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

8-Hour Composite Sample means a combination of at least 3 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over an 8-hour period.

Flow Proportional Composite Sample means a combination of sample aliquots of at least 100 milliliters collected at periodic intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

(1) Duty to comply. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirements.

(2) Duty to reapply. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 180 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.

(3) Need to halt or reduce activity not a defense. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

(4) Duty to mitigate. The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

(5) Proper operation and maintenance. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems only when necessary to achieve compliance with the conditions of the permit.

(6) Permit actions. This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62 and 40 CFR 122.63. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

(7) Property rights. This permit does not convey any property rights of any sort, or any exclusive privilege.

(8) Duty to provide information. The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency upon request, copies of records required to be kept by this permit.
The authorization is made in writing by a person described in paragraph (a); and
(2) The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and
(3) The written authorization is submitted to the Agency.
(c) Changes of Authorization. If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
(d) Certification. Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
(12) Reporting requirements.
(a) Planned changes. The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility.
Notice is required when:
(1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source pursuant to 40 CFR 122.29 (b); or
(2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements pursuant to 40 CFR 122.24 (a)(1).
(3) The alteration or addition results in a significant change in the permittee’s sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
(b) Anticipated noncompliance. The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
(c) Transfers. This permit is not transferable to any person except after notice to the Agency.
(d) Compliance schedules. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
(e) Monitoring reports. Monitoring results shall be reported at the intervals specified elsewhere in this permit.
(1) Monitoring results must be reported on a Discharge Monitoring Report (DMR).
(2) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

(3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.

(f) Twenty-four hour reporting. The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24-hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The following shall be included as information which must be reported within 24-hours:

(1) Any unanticipated bypass which exceeds any effluent limitation in the permit.

(2) Any upset which exceeds any effluent limitation in the permit.

(3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit or any pollutant which may endanger health or the environment.

The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24-hours.

(g) Other noncompliance. The permittee shall report all instances of noncompliance not reported under paragraphs (12) (d), (e), or (f), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12) (f).

(h) Other information. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.

(13) Bypass.

(a) Definitions.

(1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.

(2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (13)(c) and (13)(d).

(c) Notice.

(1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.

(2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (12)(f) (24-hour notice).

(d) Prohibition of bypass.

(1) Bypass is prohibited, and the Agency may take enforcement action against a permittee for bypass, unless:

(i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(iii) The permittee submitted notices as required under paragraph (13)(c).

(2) The Agency may approve an anticipated bypass, after considering its adverse effects, if the Agency determines that it will meet the three conditions listed above in paragraph (13)(d)(1).

(14) Upset.

(a) Definition. Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (14)(c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

(c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(1) An upset occurred and that the permittee can identify the cause(s) of the upset;

(2) The permitted facility was at the time being properly operated; and

(3) The permittee submitted notice of the upset as required in paragraph (12)(f)(2) (24-hour notice).

(4) The permittee complied with any remedial measures required under paragraph (4).

(d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

(15) Transfer of permits. Permits may be transferred by modification or automatic transfer as described below.

(a) Transfers by modification. Except as provided in paragraph (b), a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reassigned pursuant to 40 CFR 122.62 (b) (2), or a minor modification made pursuant to 40 CFR 122.63 (d), to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.

(b) Automatic transfers. As an alternative to transfers under paragraph (a), any NPDES permit may be automatically transferred to a new permittee if:
(1) The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date;
(2) The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage and liability between the existing and new permittees; and
(3) The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.

(16) All manufacturing, commercial, mining, and silvicultural dischargers must notify the Agency as soon as they know or have reason to believe:
(a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
   (1) One hundred micrograms per liter (100 ug/l);
   (2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6 dinitrophenol; and one milligram per liter (1 mg/l) for antimony;
   (3) Five (5) times the maximum concentration value reported for that pollutant in the NPDES permit application; or
   (b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.

(17) All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:
(a) Any new introduction of pollutants into that POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants; and
(b) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
(c) For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

(18) If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:
(a) User charges pursuant to Section 204 (b) of the Clean Water Act, and applicable regulations appearing in 40 CFR 35;
(b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act; and
(c) Inspection, monitoring and entry pursuant to Section 308 of the Clean Water Act.

(19) If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2), or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.

(20) Any authorization to construct issued to the permittee pursuant to 35 Ill. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.

(21) The permittee shall not make any false statement, representation or certification in any application, record, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.

(22) The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed $2,500 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a fine of not less than $2,500 nor more than $25,000 per day of violation, or by imprisonment for not more than one year, or both. Additional penalties for violating these sections of the Clean Water Act are identified in 40 CFR 122.41 (a)(2) and (3).

(23) The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than $10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than $20,000 per day of violation, or by imprisonment of not more than 4 years, or both.

(24) The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

(25) Collected screening, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.

(26) In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.

(27) The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 Ill. Adm. Code, Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board or any court with jurisdiction.

(28) The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.

(Rev. 7-9-2010 bah)