DATES SET:

**WEDNESDAY, May 17, 2017 @ 3:00 p.m.**
REGULAR COMMITTEE MEETING – To be held at City Hall 419 Fulton Street - Room 404, Peoria Illinois 61602.

**WEDNESDAY, June 21, 2017 @ 3:00 P.m.**
REGULAR COMMITTEE MEETING – To be held at City Hall 419 Fulton Street - Room 404, Peoria Illinois 61602.

**WEDNESDAY, July 19, 2017 @ 3:00 p.m.**
REGULAR COMMITTEE MEETING – To be held at City Hall 419 Fulton Street - Room 404, Peoria Illinois 61602.

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**PEORIA CITY/COUNTY LANDFILL COMMITTEE**

**AGENDAS AND MINUTES**

**ISSUED BY:**

Stephen M. Morris, CHAIRMAN
CITY OF PEORIA
419 Fulton Street – Room 404
(309) 494-8800
INTERNET ADDRESS: www.peoriagov.org

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

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

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

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THE PEORIA CITY/COUNTY LANDFILL COMMITTEE MEETS IN REGULAR BUSINESS SESSIONS THE THIRD WEDNESDAY OF THE MONTH (JANUARY THROUGH NOVEMBER) AT 3:00 P.M. AT CITY HALL, 419 Fulton Street - Room 404, 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

April 19, 2017 @ 3:00 p.m.

Attendance

Announcements, etc.

Citizens’ Opportunity to Address the Committee

Minutes

Request for Approval of the Peoria City/County Landfill Minutes
Dated: Wednesday, March 15, 2017

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 Receive and File Landfill Monthly Financial Reports
A. Monthly Revenue and Expense for March 2017 and 1st Quarter 2017

Item No. 4  Request to Approve the Following Leases
A. The License Agreement for the Grazing Lease with Phil Enhle
B. The License Agreement for the Farming Lease with Beecher Farms

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. Request to Approve the 2016 Annual Facility Report for Submittal to Illinois Environmental Protection Agency (IEPA)
B. Update on Architect Selection to Design the HCM Facility
C. Update on Illinois Senate Bill 1561
UNFINISHED BUSINESS

ITEM NO. 1  UPDATE REGARDING THE LANDFILL FUND BALANCE RESERVE POLICY

ITEM NO. 2  DISCUSSION REGARDING PEORIA CITY COUNTY RESIDENTIAL DISPOSAL POLICY FOR PCCL #2

NEW BUSINESS

**NEXT MEETING**

MAY 17, 2017 @ 3:00 P.M.
CITY HALL – 419 FULTON STREET, ROOM 404

EXECUTIVE SESSION

ADJOURNMENT
Peoria, Illinois, **March 15, 2017**, a Regular Meeting of the Peoria City/County Landfill Committee was held this date at 8:00 a.m., at the Lester D. Bergsten Operations & Maintenance Facility located at 3505 N. Dries Lane, Peoria, Illinois.

**ATTENDANCE**

**MEMBERS PRESENT:** Lester Bergsten, Rick Fox, Steve Morris, Patrick Nichting, Tim Riggenbach, Sharon Williams and Steve Van Winkle – 7.

**MEMBERS ABSENT:** None.

**CITY/COUNTY STAFF PRESENT:** Benedict Ciravolo, Janice Little, Karen Raithel, Scott Reeise and Stephanie Stapleton.

**OTHERS PRESENT:** Joyce Blumenshine, Chris Coulter, Josh Gabehart, Steve Harenburg, Brian Rogers and Jerry Wyatt.

**ANNOUNCEMENTS**

At this time, there were no announcements.

**CITIZENS OPPORTUNITY TO ADDRESS THE COMMITTEE**

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

**MINUTES**

Mr. Van Winkle moved to approve the Minutes of the Regular Meeting of the Peoria City/County Landfill Committee held on February 15, 2017, as printed; seconded by Mr. Bergsten.

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 were seven (7) pre-approved non-special waste profiles. Based on the information provided, he said that Foth had no technical objections for the acceptance of waste these streams.

- H & D Quality Builders, Roanoke, IL, Profile 616796IL, ACM Policy, 15 yard, one-time
- Peoria City/County Health Department, Peoria, IL, Profile #616903IL, ACM Policy, 10 yard, one-time
- Ameren, Pekin, IL, Profile 616897IL, ACM Policy, 20 tons, one-time
- Thomas and Melissa Aguilar household, East Peoria, IL, Profile 616939IL, ACM Policy, 25 yard, one-time
- Crop Production Services, Lewistown, IL, Profile 616933IL, ACM Policy, 4 tons, one-time
• BNSF Railroad, Galesburg, IL, Profile 616811IL, Petroleum Contaminated Soil and Debris Policy, 3 Drums, one-time
• Midwest Generation, Pekin, IL, Profile 113865IL, Renewal- U6 Fan Bay cleanup of oil leaks and spills, 15 yards, repeat

No action required.

Chairman Morris noted that according to the Robert’s Rules of Order motions to receive and file reports should not be entertained; therefore, the Committee would follow these guidelines for future meetings.

(B) PERMIT APPROVALS AS NEEDED

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

Mr. Riggenbach moved to secure Chairman Morris’ signature on additional permits, should the need arise; seconded by Mr. Van Winkle.

Motion was approved by viva voce vote.

(C) UPDATES REGARDING COMPLIANCE ACTIVITIES, MEASURES & PROGRESS

FINANCIAL INFORMATION

Mr. Gabehart outlined the engineering services provided from July 1, 2016 through February 24, 2017. He stated that the total amount billed to date was $191,631.58.

UPDATES REGARDING COMPLIANCE ACTIVITIES, MEASURES AND PROGRESS

Mr. Gabehart gave a brief update on Compliance Activities, Measures and Progress at the Landfill. He noted that there was one scheduled shutdown for 12 minutes and no other unscheduled shutdowns during the month of February.

Mr. Gabehart stated that 10,000 gallons of leachate/condensate transported to the Greater Peoria Sanitary District during the month of February. Liquid was removed from various sumps and wells which was discharged to the recirculation system in the western composite lined area of Landfill No. 1, he said. In February, with temperatures above freezing, he said the automated pumps had been utilized to remove liquid. He stated that this short period of warmer weather had maintained the landfill gas flow to the flare, but limited extended reduction in liquid. He noted that a replacement solar powered pump for the east sump was installed this month and was operating as planned. He explained that the replacement pump continued to aide in maintaining landfill gas flow from the western portion of the landfill.

Mr. Gabehart stated none of the 69 landfill gas wells exhibited positive pressure during the February monitoring period. He indicated that Foth had installed temporary landfill gas collection lines to the area near R-5, T-2, T-3, and T-5, which have historically exhibited positive pressure. He explained that this area had been identified for additional planned improvements that would be implemented in Spring of 2017.

He stated that liquid management continued with manual pumping to maintain landfill gas flow to the flare during the winter months. He stated that the average landfill gas flow remained near 300 scfm and methane content had increased to about 45%.

Chairman Morris mentioned that he had a site visit at the Landfill with Mr. Gabehart and he encouraged the Committee members to tour the Landfill as well.

The Committee thanked Foth for their report.
No action required.

**ITEM NO. 2: REQUEST TO RECEIVE AND FILE LANDFILL MONTHLY FINANCIAL REPORTS**

Public Works Director Reeise gave a brief overview of the financial transactions that occurred in January and February 2017. He stated that the columns showed the prior year’s actual financial performance and the project monthly budget for easy comparison to the monthly actual for the reporting periods. He noted the actual expenses encumbered as of the reporting period totaled $60,323.81, with revenues totaling $70,335.64, which resulted in a surplus of $10,011.83 excess revenue over expenses.

Mr. Fox suggested that the planned amount for the contingency fund should be included in the Committee’s budget.

No action required.

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

- Monthly Activity Report

Mr. Rogers gave a brief overview of the monthly activity report through February 2017. He said that all weekly random load checks were completed and documented with no issues to report.

Mr. Rogers stated that he did not anticipate any other reports that would require Chairman Morris’ signature, but that he respectfully requested approval to obtain Chairman Morris’ signature, should the need arise prior to the next Committee meeting.

No action required.

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

(A) **UPDATE ON PRESENTATION TO THE PEORIA COUNTY BOARD’S PUBLIC MEETING SAFETY & JUSTICE COMMITTEE SCHEDULED FOR FEBRUARY 27, 2017**

Mr. Coulter gave a brief updated regarding the presentation to the Safety & Justice Committee. He noted that he focused on the current changes made to the facility boundary and gave an update regarding the Citizens’ Convenience Center. He indicated that he planned to address the City Council in May or June after the election.

**UNFINISHED BUSINESS**

**ITEM NO. 1 FUND BALANCE RESERVE POLICY FOR THE LANDFILL COMMITTEE**

In discussion with Chairman Morris in regard to the participants on the sub-committee, Mr. Gabehart stated that the following Committee members were on the sub-committee: Mr. Van Winkle, Mr. Nichting and Mr. Bergsten; however, the Committee had not met consistently.

Chairman Morris indicated that this topic had been on the Agenda for several months, but wanted to identify the participants; however, he thought he was involved at one point.
Director Reeise stated that a meeting would be scheduled prior to the next regularly scheduled Landfill Committee Meeting in April. He noted that he would contact Mr. Nichting, Mr. Gabehart, Mr. Van Winkle and Chairman Morris to schedule a meeting prior to the next Landfill Committee meeting. Mr. Fox stated that he would be interested in attending, if his schedule permitted.

Chairman Morris indicated that this would need to be posted if majority of the Committee members attended this meeting. He questioned if the meeting could be scheduled prior to the next regularly scheduled Landfill Committee Meeting.

ITEM NO. 2 DISCUSSION OF DISPOSAL RATES

Mr. Rogers referred to the minutes from February 15th in regard to the breakdown for the month of January. He indicated that he was tasked, after the meeting, to provide several options for the Free Load policy. Residents that were actively charged at the Landfill was less than half a percent, he said. He reiterated that he spoke with Sarah and her back up in great detail regarding this matter. He pointed out that the gate operators were aware that a couch would be disposed of at no charge to the resident under this program.

Mr. Rogers stated that residents of Peoria County are eligible to dispose of one load of residential refuse per week at the Peoria City/County Landfill at no cost. Currently, the state tax is paid by Peoria County and the City pays no taxes. He said 14,440 trucks were received in 2016, which 7,014 were from the City of Peoria and the remaining trucks were from the County. He explained that the program was originally set up by the County and reiterated that the taxes were being paid by the County; however, he indicated that half the loads were residents of City.

Mr. Rogers presented the following options:

**Option A**
- **Determine who would be eligible for the Free Load Program.** Under the current policy residents of Peoria County are eligible to dispose of one load of residential refuse per week at no cost.

**Option B**
- **Limiting the frequency.** Under the current policy residents are allowed to dispose of items during normal business hours. The proposed changes would limit disposal to four (4) weeks per year designated by the Committee.

**Option C**
- **No free loads.** A minimal charge per load that would be determined by the Committee. Fees collected would be returned back to the Committee. For example, $10 per load would generate approximately $140,000 per year in revenue for the Committee.

Mr. Nichting expressed concern regarding the proposed fee. He stated that he felt it would create additional problems elsewhere and generate additional work for the City of Peoria to clean up the garbage that would be disposed of in vacant lots and other areas throughout the City. He noted that it would generate additional funds for the Committee, but the impact would be more costly for cleanup. Therefore, he said he would not be inclined to impose a fee.

Mr. Riggenbach expressed concern regarding Option B. He indicated that it would be a hardship to store items for several weeks until the free load program would be made available to residents.

Mr. Fox stated that the main concern was abuse, which he said was previously discussed. He noted that he would be interested in changing the policy in order to prevent the frequent abuse of the program by contractors, etc. He'd like to see options that would address the current abuse of the program.

Chairman Morris explained what prompted the initial complaint and why he requested that the matter be further investigated. He indicated that other County Board Members had received complaints from residents. He pointed out that there was a
significant increase in loads received under this program. If there was abuse under the current Free Load Policy, then he said he would like to help identify the problem.

In discussion with Mr. Morris, Mr. Williams indicated that the first truck was free and the 2nd load was $5. Often the charges for the second load rarely occurred, he said.

At a previous Landfill Committee meeting, Mr. Fox stated that Mr. Wiersema had mentioned that increased rate from $20 to $63 was set by Waste Management (WM). He noted that the per-ton rate was changed to a one-ton minimum, which he believed had no direct bearing on the Free Load program.

In regard to the 14,000 truckloads, Mr. Nichting questioned how many people were repeats under this program? He stated that he felt the options did not focus on the problem, which he felt should identify the abuse and the abuser. He said he felt the focus should be on individuals that are engaging in commercial activity beyond the scope of household waste.

In discussion with Chairman Morris regarding the Free Load Program, Mr. Gabehart stated that were very few landfills that provided this service. He noted that the number of truckloads that participated in this program were significant. He stated that change was difficult; therefore, he felt that it would be difficult to make any adjustments to the program. He said limiting the frequency would reduce the number of truckloads.

Mr. Coulter stated that the program would continue up to 2700 tons per year when Landfill No. 3 was operational. He explained that PDC had a new Host Agreement in Pike County, which would provide clean up events free of charge to the county residents in the Spring and Fall. He said the events have been scheduled for the first Saturday in May and October. He stated that there were some alternatives that could be considered.

Mr. Van Winkle stated that in the State of Illinois there were very cities that owned a Landfill. He noted that the public benefits from the ownership of the Landfill. He supported cutting back on the abuse of individuals that take advantage of the program from the standpoint of individuals generating revenue from the free service provided through this program. He stated that he felt that the program benefitted the community and the County.

In discussion with Chairman Morris, Mr. Williams stated that the vehicle license plate numbers were being tracked by the gate auditor; unfortunately, the program does not how many times a vehicle had been to the scale house.

Chairman Morris stated that the data was being collected and felt that the additional information was pertinent. He noted that he felt the Committee would support a program that would capture the professional junkers and charge them for the loads.

Mr. Nichting reiterated that the problem needed to be identified first then steps need to be taken to come up with a viable solution to address these issues.

Mr. Fox stated the challenge was to say “no”. He stated that he felt it would be difficult to manage unless an automated system was in place.

Mr. Wyatt expressed concerned regarding the trucks that are not tarped. In years past, he noted that the road was littered with debris. He mentioned that he would hate to see the free program eliminated.

Mr. Bergsten stated that he felt an automated system would be beneficial.

Ms. Raithel stated that the City of Peoria hosted a Public Meeting regarding the garbage contract and she indicated that residents are not aware of the bulky materials that are accepted within the contract. She felt that this was a good opportunity to educate residents as to what items could be placed at the curb.

After a brief discussion, it was determined that the Committee would continue to address this matter and look for viable solutions to help Waste Management to identify the potential abusers. He requested that Ms. Raithel update the Free Landfill Load Policy flier to include that “all” trucks must be tarped.
ITEM NO. 3  CONSIDERATION OF A RECOMMENDATION TO CHANGE THE MEETING TIME AND LOCATION OF THE JOINT CITY/COUNTY LANDFILL COMMITTEE

Chairman Morris indicated that he was informed that there were some additional requirements that need to be in place before this item could be finalized. He stated that he would check into this matter further and follow up with the Committee prior to the next meeting. He noted that he was primarily concerned about the schedules of Committee members who are employed.

Mr. Fox requested that ample time be given in order for him to adjust his work schedule, if the regular meeting time was to be changed prior to the next scheduled meeting.

NEW BUSINESS

ITEM NO. 1  LANDFILL LEASES

- GRAZING LEASE AND FARMING LEASE

Chairman Morris suggested that a (2%) cost of living adjustment be added to the terms of the new agreement. He suggested that Mr. Ciravolo reach out to the leaseholders prior to the next meeting. He stated that the items would be on the Agenda for the next scheduled meeting.

The Committee concurred.

NEXT MEETING

The next scheduled meeting will be held on Wednesday, April 19th. Location and time to be determined.

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. Ciravolo stated that an Executive Session was not needed at this time.

ADJOURNMENT

There being no further discussion, the Chairman declared the meeting adjourned.

The regular Landfill Committee meeting adjourned at 8:50 A.M.

_____________________________
Stephen Morris, Chairman

/ss
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: April 19, 2017

ACTION REQUESTED: Receive and file three (3) pre-approved non-special waste profiles.

BACKGROUND: Two waste profiles 617033IL (Jerime Gendron) and 617155IL (Sawyer Landscaping) were pre-approved per the Treated Wood –Weathered Policy. The other pre-approved profile 617131IL (William Bridges) was pre-approved per the Asbestos Containing Material (ACM) Policy.

A memorandum is attached, which reviews the profiles and includes information pertaining to each profile.

Based on the information provided, Foth has no technical objections for the acceptance of waste streams listed above.

FINANCIAL IMPACT: N/A
MEMORANDUM

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

DATE: April 19, 2017

FROM: Mark Williams

NUMBER: 16P200.00

SUBJECT: Special Waste Permits

Waste Management has presented the following waste streams.

Pre-Approved Waste Streams (No Action is Required. For Information Only)

- Jerime Gendron, Washington, IL, Profile 617033IL, Treated Wood - Weathered Policy, 18 yards, one-time
- Sawyer Landscaping, Metamora, IL, Profile 617155IL, Treated Wood - Weathered Policy, 20 yards, one-time
- William Bridges, Dunlap, IL, Profile 617131IL, ACM Policy, 3 tons, one-time

The profiles are attached.

Committee approval does not relieve the Generator and Landfill Operator from complying with all applicable laws and regulations.
A. GENERATOR INFORMATION (MATERIAL ORIGIN)
1. Generator Name: Jerime gendron
2. Site Address: 208 N summit dr
   (City, State, ZIP) Washington IL 61571
3. County: Tazewell
4. Contact Name: jerime
5. Email: gendronslandscape@comcast.net
6. Phone: (309) 264-3093
7. Fax: 
8. Generator EPA ID: 
   ✔ N/A
9. State ID: 
   ✔ N/A

C. MATERIAL INFORMATION
1. Common Name: Treated Wood - Weathered
   Describe Process Generating Material: See Attached
   Demolition/dismantling uncontaminated, weathered wood products with preservatives that are not RCRA Exempt (e.g. creosote, pentachlorophenol).

2. Material Composition and Contaminants: See Attached
   1. Wood (e.g. telephone poles, railroad ties) 100 %
   2. 
   3. 
   4. 
   Total comp. must be equal to or greater than 100% ≥100%
3. State Waste Codes: 
   ✔ N/A
4. Color: Various
5. Physical State at 70°F: Solid Liquid Other: 
6. Free Liquid Range Percentage: to 
   ✔ N/A
7. pH: to 
   ✔ N/A
8. Strong Odor: Yes No Describe: 
9. Flash Point: <140°F 140°-199°F ≥200° 
   ✔ N/A

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

F. SHIPPING AND DOT INFORMATION
1. 1. One-Time Event Repeat Event/Ongoing Business
2. Estimated Quantity/Unit of Measure: 18
   Tons Yards Drums Gallons Other:
   ✔ N/A
3. Container Type and Size: 
4. USDOT Proper Shipping Name: 
   ✔ N/A

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

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

Name (Print): Jerime gendron Date: 03/21/2017
Title: owner
Company: Gendron’s landscape construction, llc

Certification Signature

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

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

1. Generator Name: Sawyer Landscaping
2. Site Address: 1569 Upper Spring Bay Road
   (City, State, ZIP) Metamora IL 61548-9590
3. County: Woodford
4. Contact Name: Ralph Sawyer
5. Email: ralphsawyer77@gmail.com
6. Phone: (309) 822-0109
7. Fax: N/A
8. Generator EPA ID: N/A
9. State ID: 37-1321365

**B. BILLING INFORMATION**

1. Billing Name: Sawyer Landscaping
2. Billing Address: 1569 Upper Spring Bay Road
   (City, State, ZIP) Metamora IL 61548-9590
3. Contact Name: Ralph Sawyer
4. Email: ralphsawyer77@gmail.com
5. Phone: (309) 822-0109
6. Fax: N/A
7. WM Hauled? Yes
8. P.O. Number: N/A
9. Payment Method: Credit Account

**C. MATERIAL INFORMATION**

1. Common Name: Treated Wood - Weathered
   Demolition/dismantling uncontaminated, weathered wood products with preservatives that are not RCRA Exempt (e.g. creosote, pentachlorophenol).

2. Material Composition and Contaminants: See Attached

**D. REGULATORY INFORMATION**

1. EPA Hazardous Waste? Yes
2. State Hazardous Waste? Yes
3. Is this material non-hazardous due to Treatment, Destilling, or an Exclusion? No
4. Contains Underlying Hazardous Constituents? Yes
5. From an industry regulated under Benzene NESHAP? No
6. Facility remediation subject to 40 CFR 63 GGGGG? Yes
7. CERCLA or State-mandated clean-up? Yes
8. NRC or State-regulated radioactive or NORM waste? Yes
9. Contains PCBs? No
10. Regulated and/or Untreated Medical/Infectious Waste? Yes
11. Contains Asbestos? Yes

**E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION**

1. Analytical attached? Yes

**F. SHIPPING AND DOT INFORMATION**

1. One-Time Event? Yes
2. Estimated Quantity/Unit of Measure: 20 Tons
3. Container Type and Size: 20 yard roll-off
4. USDOT Proper Shipping Name: N/A

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

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

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

Name (Print): Ralph Sawyer
Title: President
Company: Sawyer Landscaping

Certification Signature: Ralph Sawyer

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

©2015 Waste Management

Revised June 30, 2015
A. GENERATOR INFORMATION (MATERIAL ORIGIN)
1. Generator Name: William Bridges
2. Site Address: 302 East Pine Street
   (City, State, ZIP) Dunlap IL 61525
3. County: Peoria
4. Contact Name: Bill Bridges
5. Email: billbridges59@gmail.com
6. Phone: (309) 232-5038
7. Fax:
8. Generator EPA ID: ☑ N/A
9. State ID: ☑ N/A

B. BILLING INFORMATION
1. Billing Name: William Bridges
2. Billing Address: 302 East Pine Street
   (City, State, ZIP) Dunlap IL 61525
3. Contact Name: Bill Bridges
4. Email: billbridges59@gmail.com
5. Phone: (309) 232-5038
6. Fax:
7. WM Hauled?: ☑ Yes ☑ No
8. P.O. Number:
9. Payment Method: ☑ Credit Account ☑ Cash ☑ Credit Card

C. MATERIAL INFORMATION
1. Common Name: Asbestos-Non-Friable
   Describe Process Generating Material: ☑ See Attached
   Demolition/renovation - when dry, cannot be crumbled,
   pulverized or reduced to powder by hand pressure. Including
   gaskets, resilient floor coverings and asphalt roofing products
   (specify in C.2.) Does not include clean-up wastes, such as
2. Material Composition and Contaminants: ☑ See Attached
   1. Non-Friable Asbestos (Uncontaminated) 0-100 %
   2. 
   3. 
   4. 
   Total comp. must be equal to or greater than 100% ≥100%
3. State Waste Codes: ☑ N/A
4. Color: Various
5. Physical State at 70°F: ☑ Solid ☑ Liquid ☑ Other:
6. Free Liquid Range Percentage: _________ to _________ ☑ N/A
7. pH: _________ to _________ ☑ N/A
8. Strong Odor: ☑ Yes ☑ No Describe:
9. Flash Point: ☑ <140˚F ☑ 140˚–199˚F ☑ ≥200˚ ☑ N/A

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

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION
1. Analytical attached: ☑ Yes
   Please identify applicable samples and/or lab reports:
2. Other information attached (such as MSDS)?: ☑ Yes

F. SHIPPING AND DOT INFORMATION
1. ☑ One–Time Event ☑ Repeat Event/Ongoing Business
2. Estimated Quantity/Unit of Measure: 3
   ☑ Tons ☑ Yards ☑ Drums ☑ Gallons ☑ Other:
3. Container Type and Size: 20 yard
4. USDOT Proper Shipping Name: ☑ N/A

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

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

Name (Print): William Bridges Date: 04/05/2017
Title: Resident
Company: Homeowner

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE
Revised June 30, 2015
©2015 Waste Management
C. MATERIAL INFORMATION
Describe Process Generating Material (Continued from page 1):
If more space is needed, please attach additional pages.

soils, that are contaminated with nonfriable asbestos.

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
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<tr>
<td>7.</td>
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<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
</tbody>
</table>

Total composition must be equal to or greater than 100% ≥100%

D. REGULATORY INFORMATION
Only questions with a “Yes” response in Section D on the EZ Profile™ form (page 1) need to be answered here.
1. EPA Hazardous Waste
   a. Please list all USEPA listed and characteristic waste code numbers:

   b. Is the material subject to the Alternative Debris standards (40 CFR 268.45)?
      - Yes □  No □
   c. Is the material subject to the Alternative Soil standards (40 CFR 268.49)? ▸ If Yes, complete question 4.
      - Yes □  No □
   d. Is the material exempt from Subpart CC Controls (40 CFR 264.1083)?
      - If Yes, please check one of the following:
        ▸ Waste meets LDR or treatment exemptions for organics (40 CFR 264.1082(c)(2) or (c)(4))
        ▸ Waste contains VOCs that average <500 ppmw (CFR 264.1082(c)(1)) – will require annual update.
      - Yes □  No □
2. State Hazardous Waste ▸ Please list all state waste codes:
3. For material that is Treated, Delisted, or Excluded ▸ Please indicate the category, below:
   ▸ Delisted Hazardous Waste  ▸ Excluded Waste under 40 CFR 261.4 ▸ Specify Exclusion: ______________________
   ▸ Treated Hazardous Waste Debris  ▸ Treated Characteristic Hazardous Waste ▸ If checked, complete question 4.
4. Underlying Hazardous Constituents ▸ Please list all Underlying Hazardous Constituents:

5. Industries regulated under Benzene NESHAP include petroleum refineries, chemical manufacturing plants, coke by-product recovery plants, and TSDFs.
   a. Are you a TSDF? ▸ If yes, please complete Benzene NESHAP questionnaire. If not, continue.
      - Yes □  No □
   b. Does this material contain benzene?
      - If yes, what is the flow weighted average concentration?
      - Yes □  No □
   c. What is your facility’s current total annual benzene quantity in Megagrams?
      - <1 Mg □  1–9.99 Mg □  ≥10 Mg □
      - Yes □  No □
   d. Is this waste soil from a remediation?
      - If yes, what is the benzene concentration in remediation waste?
      - Yes □  No □
   e. Does the waste contain >10% water/moisture?
      - Yes □  No □
   f. Has material been treated to remove 99% of the benzene or to achieve <10 ppmw?
      - Yes □  No □
   g. Is material exempt from controls in accordance with 40 CFR 61.342?
      - If yes, specify exemption:
      - Yes □  No □
   h. Based on your knowledge of your waste and the BWON regulations, do you believe that this waste stream is subject to treatment and control requirements at an off-site TSDF?
      - Yes □  No □
6. 40 CFR 63 GGGGG ▸ Does the material contain <500 ppmw VOHAPs at the point of determination?
   - Yes □  No □
7. CERCLA or State-Mandated clean up ▸ Please submit the Record of Decision or other documentation with process information to assist others in the evaluation for proper disposal. A “Determination of Acceptability” may be needed for CERCLA wastes not going to a CERCLA approved facility.
8. NRC or state regulated radioactive or NORM Waste ▸ Please identify Isotopes and pCi/g: ______________________

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

REVISED JUNE 30, 2015
REQUEST FOR DISCUSSION

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

AGENDA DATE REQUESTED: April 19, 2017

ACTION REQUESTED: Approval for Mr. Morris’ Signature:

- PCC LF1 - Alternate Source Investigation for Dissolved Sulfate at Monitoring Well G06S.
- PCC LF1 - Annual Report for Landfill No. 1

BACKGROUND: An observed increase for the dissolved sulfate concentration at monitoring well G06S occurred during the 4th quarter 2016 event and was confirmed 1st quarter 2017. An alternate source investigation for the dissolved sulfate concentration at G06S will be conducted following the steps outlined in 35 IAC 811.319(b)

- Monitoring of 40 CFR 258 Appendix II and 35 IAC 620.410 Parameter Lists
- More Frequent Sampling of Well In Question
- More Frequent Sampling of Surrounding Wells
- Placement of Additional Wells to Determine the Source and Extent of Contamination

The annual report is due May 1st and consists of:

- Summary of monitoring data for the calendar year;
- Dates of submittal of comprehensive monitoring data to the Illinois EPA during the calendar year;
- Statistical summaries and analysis of trend;
- Changes to the monitoring program; and
- Discussion of error analysis, detection limits and observed trends.
- Proposed activities
  1) Structures to be built within the next year; and
  2) New monitoring stations to be installed within the next year.
- Any modification or significant modification affecting operation of the facility; and
- The signature of the operator or duly authorized agent as specified in 35 IAC 812.104 (b).

We currently do not expect other reports that will require Chairman Morris and Director Reese’s signature, however we respectfully request approval to obtain Chairman Morris signature should the need arise prior to the next Committee Meeting. Should we require his signature, a report will be brought before the board at the next scheduled meeting.

PCC LF1 flare experienced an extended shutdown due to Ameren transformer issues. The shutdown occurred on April 3rd and lasted for 19 hours and 12 minutes and resumed operation Friday April 4th. Due to the shutdown lasting longer than an hour, a 405-CAAPP form required Chairman Morris’ signature and subsequent submittal to the IEPA.

FINANCIAL IMPACT: These submittals are included as part of Foth’s professional consulting services contract the Joint City and County Landfill Committee.
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Scott Reeise, Director of Public Works

AGENDA DATE REQUESTED: April 19, 2017


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, 2016 through June 30, 2017. The contract includes the following service areas: General Compliance and Guidance, Clean Air Act Permit Program Reporting, Groundwater Support and Reporting, Leachate and Landfill Gas Operation, Liquids Management and Landfill Gas System Improvements, Off-Site Liquid Disposal, and Landfill 3 Expansion/Transition Assistance. 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. Four performance metrics were developed to provide the Committee with a mechanism to evaluate Foth’s performance during the contract period. The four 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>2.</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>3.</td>
<td><strong>COMPLIANCE:</strong></td>
<td>Meeting the regulatory requirements to maintain compliance with Landfill No. 1 activities.</td>
</tr>
<tr>
<td>4.</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>
</tbody>
</table>

**Scope/Schedule/Budget:** Foth has effectively executed the scope items in the contract at the agreed upon schedule provided. In regards to the budget for services, the approved engineering services contract amount, $298,700 including approved out of scope items. Currently the total amount invoiced to the Committee is $222,618.01 or 74.5% of the total budget relative to 75% of the expended contract period. Foth is currently under the approved budget and expected expenditures are on schedule to remain within the approved budget. *(Met Expectation)*

**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.

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 and the Committee. (Met Expectation)

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 were routinely measured with a positive pressure at the wellhead, which results in required notification to the IEPA. In February, Foth restored vacuum to the wells that have historically exhibited positive pressure characteristics for the first time since the City and County regained control of the system. This is a major accomplishment and shows Foth’s continued efforts to reduce environmental compliance issues on behalf of the Landfill Committee. For context, during the operations and maintenance contract periods, there has been an average of 9 wells out-of-compliance due to positive pressure conditions. The variable subsurface conditions and absence 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 and improve groundwater quality in the vicinity of the landfill.

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 effort to keep the overall system operating. 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 15,000 gallons from manual drip legs during this contract period. Specifically, efforts have been focused on drip leg AA-1. Out of the 52,000 gallons removed from drip legs during the current and previous contract periods, 23,000 gallons have been removed from AA-1 drip leg. 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 2016/2017 contract period have reduced noncompliance wells and improved gas system operation. (Met Expectation)

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. To date during the contract period 201,400 gallons have been removed from the site and treated at the Greater Peoria Sanitary District. Disposal amounts at this time during the previous contract period are about the same. With increased pumping capabilities Foth is anticipating surpassing previous contract disposal amounts by the end of the contract.

The majority of liquid removed from the landfill for disposal has contributed to Foth’s effort to combat inundated gas wells. Gas wells inundated with liquid provide no gas extraction capabilities, therefore leading to potential gas migration. Over the contract period Foth has directed efforts to gas wells C-1, B-1, and B-7 with the use of solar panel pumps to reduce the overwhelming mounding of liquid on the eastern half of the landfill. With recharge rates decreasing and methane quality increasing a reduction of leachate is evident.

With the use of portable pneumatic pumps Foth is able to target gas wells throughout the landfill that are inundated with liquid. Unlike the solar power animated pumps, the pneumatic pump requires manual labor but provides essential information such as whether a gas well has a fast or slow liquid recovery rate. During the current contract period Foth has removed 5,000 gallons of the total 20,000 gallons of leachate
from gas well T-5 by way of pneumatic pump. Data gathered from T-5 has provided information that a more aggressive approach to liquid removal may be needed.

Further benefits of liquid and gas field management have resulted in increased quality of the methane content being combusted at the flare. Since January 1st of 2017 average methane content at the flare has been 44.3% whereas during the same time period during the previous contract period methane content was 43.8%. (Met Expectation)

**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: Scott D. Reeise, Public Works Director

AGENDA DATE REQUESTED: April 19, 2017

ACTION REQUESTED: RECEIVE AND FILE FINANCIAL REPORTS — MONTHLY REVENUE & EXPENSE FOR 2017 and 1st QUARTER 2017

BACKGROUND: Attached is the revenue and expense report for financial transactions occurring January through March 2017, the quarterly report, and the related chart. The monthly revenue and expense report list the prior year’s actual financial performance, the projected monthly budget for the current year, and the monthly actual for the reporting periods. Comparison between the columns allow for snap shots of month-to-month financial performance comparisons.

The quarterly report depicts the financial transactions occurring during the 1st quarter of 2017. The financial transactions occurring during the 1st quarter 2017 netted excess revenues of $12,071 over expenses at the end of the quarter.

The attached chart, summarized below, depicts the overall year-to-year comparison. Net revenue for 2017 lags the net revenue reported in the same period 2016 by 25.80%.

<table>
<thead>
<tr>
<th></th>
<th>YTD Revenue</th>
<th>YTD Expense</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 Actual</td>
<td>$106,888</td>
<td>$61,819</td>
<td>$45,069</td>
</tr>
<tr>
<td>2017 Actual</td>
<td>$99,512</td>
<td>$87,441</td>
<td>$12,071</td>
</tr>
<tr>
<td>% Variance</td>
<td>-6.90%</td>
<td>41.45%</td>
<td>25.80%</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>REVENUES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Host Fees ($2.37/ton)(1)</td>
<td>$38,279.56</td>
<td>$39,533.30</td>
<td>$30,160.97</td>
</tr>
<tr>
<td>Transfer City Rebate Amount</td>
<td>$925.00</td>
<td>$1,468.75</td>
<td>$1,887.00</td>
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<tr>
<td>Leases</td>
<td>$925.00</td>
<td>$1,468.75</td>
<td>$1,887.00</td>
</tr>
<tr>
<td>Interest Earned</td>
<td>$575.55</td>
<td>$62.54</td>
<td>$172.49</td>
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<tr>
<td>On Cash Balance</td>
<td>$0.11</td>
<td>$0.01</td>
<td>$-</td>
</tr>
<tr>
<td>Transfer City</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>$39,262.22</td>
<td>$41,084.59</td>
<td>$32,220.46</td>
</tr>
<tr>
<td>EXPENSES</td>
<td></td>
<td></td>
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<tr>
<td>City Personnel(2)</td>
<td>$-</td>
<td>$6,333.33</td>
<td>$-</td>
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<tr>
<td>County Personnel(2)</td>
<td>$-</td>
<td>$708.30</td>
<td>$-</td>
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<tr>
<td>City Audit</td>
<td>$-</td>
<td>$208.30</td>
<td>$-</td>
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<tr>
<td>Property Management Expenses</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Engineering &amp; Operations</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>General Guidance and Compliance Activities</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>LF #2 to LF #3 Transition Activities</td>
<td>$-</td>
<td>$833.33</td>
<td>$-</td>
</tr>
<tr>
<td>Groundwater Support/Reporting</td>
<td>$-</td>
<td>$2,812.13</td>
<td>$5,878.93</td>
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<tr>
<td>LF #1 Leachate Ops. &amp; LFG Ops.</td>
<td>$-</td>
<td>$8,542.88</td>
<td>$14,264.74</td>
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<tr>
<td>LF#1 Const Eng/PCC Liquid Mgmt &amp; LFG System Mats</td>
<td>$-</td>
<td>$1,041.67</td>
<td>$-</td>
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<tr>
<td>Contracted Construction</td>
<td>$-</td>
<td>$781.21</td>
<td>$1,666.77</td>
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<td>Post Closure Care</td>
<td>$-</td>
<td>$-</td>
<td>$8,333.33</td>
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<tr>
<td>Landfill Gas Flare &amp; Well Field</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Liquids &amp; Gas Replacement Materials</td>
<td>$-</td>
<td>$416.67</td>
<td>$527.63</td>
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<tr>
<td>Leachate Extraction Improvements</td>
<td>$-</td>
<td>$875.00</td>
<td>$-</td>
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<td>Off-Site Liquids Disposal</td>
<td>$-</td>
<td>$159.99</td>
<td>$367.45</td>
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<td>Transport &amp; Leachate Treatment (PCC/GPSD)</td>
<td>$-</td>
<td>$141.43</td>
<td>$750.00</td>
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<tr>
<td>Telephone</td>
<td>$-</td>
<td>$41.21</td>
<td>$33.33</td>
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<tr>
<td>Electricity</td>
<td>$-</td>
<td>$505.40</td>
<td>$500.00</td>
</tr>
<tr>
<td>Unplanned and Emergency Expenses</td>
<td>$-</td>
<td>$625.00</td>
<td>$-</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>$20,752.97</td>
<td>$39,824.94</td>
<td>$28,896.68</td>
</tr>
</tbody>
</table>

**Excess Revenues over Expenses**

- $18,509.25
- $1,259.66
- $3,233.78
- $6,996.43
- $1,259.65
- $6,645.71
- $19,563.26
- $1,259.46
- $2,101.18
- $125,805.91
- $15,115.04
- $12,070.67

**In December 2016 - US Bank transferred balance ($637.62) to INB and closed out account.**

**December Ending Cash Balance depicts actual bank statement balance (does not include all of December’s Accrued Expenses)**
**Landfill 2017 Budget to 2016 Actual – 1st Quarter**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2016 Actual</th>
<th>2017 Budget</th>
<th>2017 Actual Through 03/31/2017</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Host Fees</td>
<td>$447,674.16</td>
<td>$474,639.54</td>
<td>$96,241.12</td>
<td>20%</td>
</tr>
<tr>
<td>Leases</td>
<td>$22,752.95</td>
<td>$17,625.00</td>
<td>$2,830.50</td>
<td>16%</td>
</tr>
<tr>
<td>Interest Earned</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>On Cash Balance</td>
<td>$1,292.68</td>
<td>$750.50</td>
<td>$440.28</td>
<td>59%</td>
</tr>
<tr>
<td>On Illinois Funds</td>
<td>$0.12</td>
<td>$0.50</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td>Other Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TOTAL REVENUES</td>
<td>$471,719.91</td>
<td>$493,015.54</td>
<td>$99,511.90</td>
<td>20%</td>
</tr>
<tr>
<td><strong>EXPENSES</strong></td>
<td></td>
<td></td>
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<tr>
<td>City Personnel</td>
<td>$75,785.00</td>
<td>$76,000.00</td>
<td>$-</td>
<td>0%</td>
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<tr>
<td>County Personnel</td>
<td>$8,500.00</td>
<td>$8,500.00</td>
<td>$-</td>
<td>0%</td>
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<tr>
<td>City Audit</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$-</td>
<td>0%</td>
</tr>
<tr>
<td>Property Management Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering &amp; Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Guidance and Compliance Activities</td>
<td>$96,680.62</td>
<td>$75,000.00</td>
<td>$35,559.17</td>
<td>47%</td>
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<tr>
<td>LF #2 to LF #3 Transition Activities</td>
<td>$1,687.93</td>
<td>$10,000.00</td>
<td>$462.71</td>
<td>5%</td>
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<td>Groundwater Support/Reporting</td>
<td>$27,956.01</td>
<td>$30,000.00</td>
<td>$13,074.74</td>
<td>44%</td>
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<td>LF #1 Leachate Ops. &amp; LFG Ops.</td>
<td>$93,258.06</td>
<td>$90,000.00</td>
<td>$34,759.64</td>
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<td>LF#1 Construction Engineering</td>
<td>$635.02</td>
<td>$12,500.00</td>
<td>$1,716.52</td>
<td>14%</td>
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<tr>
<td>Contracted Construction</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Post Closure Care</td>
<td>$2,302.91</td>
<td>$20,000.00</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td>GCCS Improvement Projects</td>
<td>$4,581.13</td>
<td>$100,000.00</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td>Landfill Gas Flare &amp; Well Field:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liquids &amp; Gas Replacement Materials</td>
<td>$19,681.11</td>
<td>$5,000.00</td>
<td>$527.63</td>
<td>11%</td>
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<tr>
<td>Leachate Extraction Improvements</td>
<td>$6,697.05</td>
<td>$10,500.00</td>
<td>$-</td>
<td>0%</td>
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<tr>
<td>Off-Site Liquids Disposal</td>
<td>$24,374.89</td>
<td>$15,000.00</td>
<td>$1,212.40</td>
<td>8%</td>
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<tr>
<td>Transport &amp; Leachate Treatment (PDC/GPSD)</td>
<td>$1,481.84</td>
<td>$9,000.00</td>
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<td>0%</td>
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<tr>
<td>Telephone</td>
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<td><strong>SURPLUS/(DEFECIT)</strong></td>
<td>$99,268.95</td>
<td>$15,115.54</td>
<td>$12,070.67</td>
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* 2016 Budget Assumption Based on 200,000 tons @ $2.32/ton
** 2017 Budget Assumption Based on 200,000 tons @ $2.37/ton
FY2016 / FY2017 ACTUAL COMPARISON
(1st Quarter Revenues & Expenses)

<table>
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<tr>
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<td>$106,888</td>
<td>$99,512</td>
<td>$87,441</td>
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AGENDA DATE REQUESTED:  April 19, 2017

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, 2017 TO APRIL 30, 2018.

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 $127.53 per acre for a total of twenty-six hundred and seventy-eight dollars ($2678.00) per year.

FINANCIAL IMPACT:  NA
FARM LEASE

This Lease is entered into this _____ th day of _______________, 2017, 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, Beecher Farm, LLC  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, 2017 to April 30, 2018. 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 $127.53 per acre per year for a total of twenty-six hundred and seventy eight dollars ($2,678.00) per year. **PAYMENT DUE NOVEMBER 1.**

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

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

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

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

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

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

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

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

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

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

**Notice to Landlord:**

(1) Director of Public Works
    3505 N. Dries Lane
    Peoria, IL 61604-1210
(2) Peoria County Administrator
    324 Main Street
    Peoria, IL 61602

**Notice to Tenant:**

Beecher Farm, LLC
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: __________________________

BEECHER FARM, LLC

CITY OF PEORIA/COUNTY OF PEORIA

JOINT SOLID WASTE COMMITTEE

BY: __________________________

STEPHEN MORRIS, CHAIRPERSON
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members
From: Scott Reeise, Public Works Director

AGENDA DATE REQUESTED: April 19, 2017

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, 2017, to October 31, 2017, in the amount of $2,323 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 $2,323.00.

FINANCIAL IMPACT: NA
GRAZING LEASE AGREEMENT

This Lease is entered into this ___th day of _____________, 2017, 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, 2017 and ending October 31, 2017.

LESSEE agrees to pay the Owner, as rent for said premises, $2,323.00 per grazing season, with rent to be paid in full by May 1, 2017:

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:_________________________  JOINT CITY/COUNTY SOLID WASTE COMMITTEE

PHIL EHNLE
6123 HICKS HOLLOW ROAD
PRINCEVILLE, IL 61559

BY:_________________________

STEPHEN MORRIS, CHAIRPERSON
AGENDA DATE REQUESTED: April 19, 2017

ACTION REQUESTED: Receive and file monthly reports.

BACKGROUND: Attached is the monthly activity report through March 2017.

1. All weekly random load checks were completed and documented with no issues to report.
2. A confirmed exceedance of dissolved chloride was observed at upgradient well G105 during the 1st quarter 2017 event. The exceedance is not from the landfill but due to natural groundwater conditions as the IEPA has already approved of the calculation of a revised chloride interwell statistical value. An application to demonstrate that the chloride is due to an alternate source other than the landfill is due to the IEPA by May 14, 2017. We are requesting Mr. Morris’ signature on the application forms subject to review and approval by Foth.

3. To allow sufficient time to respond to short-term submittal requirements that may arise prior to the next Landfill Committee meeting, we respectfully request authorization for the Committee chairperson 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
#### March 2017

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<th>Tonnage:</th>
<th>General Refuse</th>
<th>Landfill #2</th>
<th>Landfill #2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current Year to Date</td>
<td>2017</td>
<td>2016</td>
</tr>
<tr>
<td>Haulers</td>
<td>13,710.55</td>
<td>37,089.31</td>
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<tr>
<td>County Res. Free Loads</td>
<td>138.04</td>
<td>360.08</td>
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<tr>
<td>County Res. $5 Loads</td>
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<tr>
<td>Roadside</td>
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<td>37,455.91</td>
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## Special Wastes

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<td>Industrial (Exempt)</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>352.97</td>
<td>4,856.13</td>
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## TOTAL LANDFILL RECEIPTS

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<th>Landfill #2</th>
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<tbody>
<tr>
<td><strong>TOTAL</strong></td>
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## Yard Waste Receipts

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<td>City Contract -</td>
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<td>All Other</td>
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<td><strong>TOTAL</strong></td>
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## Payments: Payable to City/County Committee

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<th>Landfill #2</th>
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<tr>
<td>General Refuse</td>
<td>Tons 13,710.55</td>
<td>Rate $2.37</td>
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<td>$32,494.00</td>
<td>$32,494.00</td>
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<td>Special Waste - Ind.</td>
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<td>Rate $2.37</td>
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## Payable to County

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<tr>
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<th>Landfill #2</th>
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</thead>
<tbody>
<tr>
<td>General Refuse</td>
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<td>$17,412.40</td>
<td>$17,412.40</td>
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<tr>
<td>Special Waste - Ind.</td>
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<td><strong>TOTAL</strong></td>
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## Payable to/Receivable From County

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<td>$5 Loads</td>
<td>Loads 11.00</td>
<td>Rate $5.00</td>
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<td></td>
<td>$55.00</td>
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<tr>
<td>Less: State Fee on Free and $5 Loads</td>
<td>Tons 139.52</td>
<td>Rate $2.22</td>
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<tr>
<td></td>
<td>($309.73)</td>
<td>($309.73)</td>
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<td><strong>TOTAL</strong></td>
<td>($254.73)</td>
<td>($711.15)</td>
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## Tonnage: General Refuse & Special Waste

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<th>Landfill #2</th>
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</thead>
<tbody>
<tr>
<td>In county</td>
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<td>Out of county</td>
<td>5,903.56</td>
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<tr>
<td>Mixed</td>
<td>-</td>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>14,204.13</td>
<td>100.00%</td>
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REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members

From: Chris Coulter, Vice President & Chief Operating Officer
Peoria City/County Landfill, Inc. (PCCLI)

AGENDA DATE REQUESTED: April 19, 2017

ACTION REQUESTED: Approve 2016 Annual Facility Report for submittal to Illinois EPA

BACKGROUND: As required by the Illinois EPA, PCCLI is required to file an annual report for the Peoria City/County Landfill No. 3 Facility, even though it has not begun accepting waste for disposal. Attached please find the 2016 Annual Facility Report for Landfill No. 3 that needs to be approved by the Peoria City/County Landfill Committee so that this report can be timely filed with the Illinois EPA by the end of this month.

FINANCIAL IMPACT: N/A
2016 ANNUAL FACILITY REPORT

Peoria City/County Landfill #3

1430155017 - Peoria County
IEPA BOL Permit 2013-026-LF
Peoria, Illinois

April 2017

Prepared for: Joint City of Peoria/County of Peoria &
Peoria City/County Landfill, Inc.
419 Fulton Street
Peoria, Illinois 61602

Prepared by: PDC Technical Services, Inc.
4349 Southport Road
Peoria, Illinois 61615

PDC Project No. 08-0834.10
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Peoria City/County Landfill #3
Peoria, Illinois

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<td>2.0 ANNUAL CERTIFICATION</td>
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<td>3.0 GROUNDWATER, GAS, AND LEACHATE MONITORING PROGRAMS</td>
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<td>3.1 Groundwater Monitoring Program</td>
<td>3</td>
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<tr>
<td>3.2 Gas Monitoring Program</td>
<td>3</td>
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<td>3.3 Leachate Monitoring Program</td>
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<td>4.0 SUMMARY OF MONITORING EFFORTS</td>
<td>4</td>
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<tr>
<td>4.1 Groundwater Monitoring</td>
<td>4</td>
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<tr>
<td>4.2 Gas Monitoring</td>
<td>4</td>
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<tr>
<td>4.3 Leachate Monitoring</td>
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APPENDICES

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QUALIFICATIONS, REPORT USE, AND SIGNATURES

This Annual Facility Report has been prepared exclusively for Joint City of Peoria/County of Peoria and Peoria City/County Landfill, Inc. (PCCLI) and those governmental agencies with regulatory jurisdiction over the subject Peoria City/County Landfill #3 (Facility). This report shall not be used or relied upon by any other party without the prior written consent of PDC Technical Services, Inc. (PDC). Use or reliance upon any data, findings, conclusions and/or recommendations contained herein by any other party not specifically authorized by PDC shall be at the sole risk of said party.

PDC's services are subject to quality control protocols that are designed to result in work products of consistent quality. Services performed by PDC and documented herein were conducted in a manner consistent with that level of care and skill ordinarily exercised by members of engineering and consulting professions in the same locale acting under similar circumstances and conditions.

For PDC Technical Services, Inc.:

Jordon Martin
Staff Hydrogeologist

Charles J. Hostetler, Ph.D.
Senior Program Manager

Date: April 30, 2017
1.0 INTRODUCTION

This report has been prepared by PDC Technical Services, Inc. (PDC) on behalf of Joint City of Peoria/County of Peoria and Peoria City/County Landfill, Inc. (PCCL1) for its undeveloped Peoria City/County Landfill #3 (Facility) located near Peoria, Illinois. This report summarizes activities at the Facility for calendar year 2016 in accordance with Special Conditions IX.7, XI.2, and XI.3 of the current Facility permit (Permit No. 2013-026-LF, Modification No. 1) and serves as the 2016 Annual Report for the Facility.
2.0 ANNUAL CERTIFICATION

According to Special Conditions XI.2.a and b of the Facility permit, PCCLI must provide an annual certification for the following:

a. All records required to be submitted to the Illinois Environmental Protection Agency (IEPA) pursuant to 35 Illinois Administrative Code (IAC) 858.207 and 858.308 have been timely and accurately submitted; and

b. All applicable fees required by the act have been paid in full.

Appendix A contains the certifications for Special Condition XI.2.a and b.
3.0 GROUNDWATER, GAS, AND LEACHATE MONITORING PROGRAMS

3.1 Groundwater Monitoring Program

The groundwater monitoring program at the Facility will include seven upgradient, 15 downgradient, and one compliance boundary monitoring wells to monitor groundwater quality in the water-bearing zones at the Facility.

The planned groundwater monitoring program will include the following monitoring points:

<table>
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<tr>
<th>MONITORING WELLS</th>
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<tr>
<td>UPGRADIENT</td>
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<tr>
<td>G317, G318, G319,</td>
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<td>G320, G321, G322,</td>
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<td>G323</td>
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In accordance with Special Condition VIII.17 of the Facility permit, no groundwater samples were collected during 2016.

3.2 Gas Monitoring Program

The gas monitoring program specified in Facility Permit No. 2013-026-LF requires that monitoring devices be put into service after initial receipt of waste. The Facility is yet to be developed, so no gas monitoring devices have been installed.

3.3 Leachate Monitoring Program

The leachate monitoring program at the Facility will consist of seven monitoring points once the Facility is complete. As the Facility is currently not yet developed, no leachate was collected during 2016.
4.0 SUMMARY OF MONITORING EFFORTS

4.1 Groundwater Monitoring

Groundwater monitoring sample collection is to begin during 1st quarter 2022.

4.2 Gas Monitoring

Gas monitoring is to begin upon initial receipt of waste.

4.3 Leachate Monitoring

Leachate monitoring is to begin once leachate is produced at the Facility.
5.0 STATISTICAL SUMMARIES AND ANALYSIS OF TRENDS

Statistical analyses are generally only routinely conducted on the groundwater monitoring data. Additional statistical and/or trend analysis of the groundwater monitoring data may also be conducted on an as-needed basis to support permit applications which are related to the groundwater monitoring program. The Facility permit does not require any routine statistical or trend analysis be conducted on the leachate or gas monitoring data. No additional statistical or trend analysis is conducted, except as needed for assessment activities.

5.1 Groundwater

Groundwater monitoring is scheduled to begin during 1st quarter 2022.

5.2 Gas

Gas monitoring is to begin upon initial receipt of waste.

5.3 Leachate

Leachate monitoring is to begin upon production of leachate.
6.0 CHANGES TO MONITORING PROGRAMS

6.1 Groundwater Monitoring Program

No groundwater monitoring wells were installed or abandoned during 2016.

6.2 Gas Monitoring Program

No gas monitoring devices were installed or abandoned during 2016.

6.3 Leachate Monitoring Program

No changes to the leachate monitoring program at the Facility were implemented during 2016.
7.0 DISCUSSION OF ERROR ANALYSIS, DETECTION LIMITS AND OBSERVED TRENDS

7.1 Groundwater Monitoring Program

Groundwater monitoring is scheduled to begin during 1st quarter 2022.

7.2 Gas Monitoring Program

Gas monitoring is to begin upon initial receipt of waste.

7.3 Leachate Monitoring Program

Leachate monitoring is to begin upon production of leachate.
8.0 PROPOSED CHANGES IN UPCOMING YEAR (2017)

No construction is planned or anticipated for calendar year 2017 at the time of this report.

8.1 Amount of Waste Expected

The Facility is not active and is not accepting waste.

8.2 Structures to Be Built

Construction of the Household Chemical Materials (HCM) facility is expected to begin in 2017. The HCM Facility, which is located within the Citizens’ Convenience Center, is permitted separately from Peoria City/County Landfill #3 (Permit No. 2013-471-DE).

8.3 New Monitoring Stations to Be Built

No monitoring stations are anticipated being built during 2017.
9.0 SIGNIFICANT MODIFICATIONS AFFECTING FACILITY OPERATION

The initial development permit for the Facility was approved on June 14, 2016.

Additionally, the following significant modification applications were submitted and approved during calendar year 2016:

- PCCLI requested that Special Conditions VIII.9, VIII.17, VIII.20, VIII.24, and X.7 be revised to reflect that the requirements be contingent upon the date the Facility begins waste acceptance.

No additional significant permit modification approvals are anticipated at this time; however, PCCLI may submit additional applications as needed.
10.0 SIGNATURE OF OPERATOR OR DULY-AUTHORIZED AGENT (35 IAC 815.102)

The signature of the duly authorized agent as specified in 35 IAC 815.102 is provided below.

DULY AUTHORIZED AGENT: Peoria City/County Landfill, Inc.

Name: Ronald J. Welk

Signature: __________________________ Date: __________________________

Title: Vice President

Notary: __________________________ Date: __________________________

My commission expires on: __________________________

SEAL:
APPENDIX A

Annual Certification
ANNUAL CERTIFICATION

Peoria City/County Landfill #3’s current Facility permit requires that an annual certification be submitted to the Illinois EPA during operation and for the entire post-closure monitoring period for the following:

a. All records required to be submitted to the Illinois EPA pursuant to 35 IAC 858.207 and 858.308 have been timely and accurately submitted; and

b. All applicable fees required by the Act have been paid in full.

I, Ronald J. Welk, Vice-President of Peoria City/County Landfill, Inc., hereby certify, to the best of my knowledge and belief, that Peoria City/County Landfill #3 is an undeveloped Facility and that no waste was received in calendar year 2016. As a result, no records are required to be submitted in accordance with 35 IAC 858.207 and 858.308 and no fees are required by the Act:

Duly Authorized Agent: Peoria City/County Landfill, Inc.

Name: Ronald J. Welk

Signature: __________________________ Date: __________________________

Title: Vice President

Notary: __________________________ Date: __________________________

My commission expires on: __________________________

SEAL:
REQUEST FOR DISCUSSION

To: Peoria City/County Landfill Committee Members

From: Chris Coulter, Vice President & Chief Operating Officer
       Peoria City/County Landfill, Inc. (PCCLI)

AGENDA DATE REQUESTED: April 19, 2017

ACTION REQUESTED: Update on Illinois Senate Bill 1561

BACKGROUND: At the request of the Illinois chapter of the National Waste & Recycling Association (NWRA), Senator Koehler filed Senate Bill 1561 (SB 1561). Attached please find some information that the NWRA Illinois chapter has provided to interested stakeholders concerning the background and purpose behind SB 1561. At this juncture, negotiations are on-going between the NWRA Illinois chapter and local units of government on amended language in order for this bill to move forward for a vote by the Senate Environment Committee. I plan to provide an update to the Landfill Committee concerning this bill, its potential amendment, and why it will not have any impact on the future Peoria City/County Landfill No. 3 operation.

FINANCIAL IMPACT: N/A
SB 1561 – Amends the Solid Waste Planning and Recycling Act (SWPRA)

Introduction

SB 1561 creates a new section within the Solid Waste Planning and Recycling Act ("SWPRA") (415 ILCS 15). Clarifies that nothing in the SWPRA shall confer upon any county with a population of less than 2 million the power to impose regulations or operational requirements on a pollution control facility or recycling center. SB 1561 defines "pollution control facility" and "recycling center" as those terms are defined in the Illinois Environmental Protection Act. Effective immediately.

Background

This legislation is being introduced in response to a recent (2016) Illinois Appellate Court decision in Nat’l Waste & Recycling Ass’n, an Ill. Not-For-Profit Corp. v. Cnty. of Cook, 2016 IL App (1st) 143694-U (Ill. App., 2016). In that case, the Court upheld a Cook County ordinance that imposes taxes upon and regulates waste transfer stations and recycling centers in Cook County but located outside the City of Chicago.

On January 15, 2014, Cook County adopted an ordinance that imposes taxes and regulations on solid waste transfer stations and recycling centers – irrespective of their regional nature and operations -- based solely on their physical location within Cook County but outside of the City of Chicago.

The National Waste & Recycling Association ("NWRA") challenged the validity of this ordinance in both the Cook County Circuit Court and the First Appellate District Court. Among other arguments, the NWRA alleged that the County ordinance exceeded the County’s authority because the ordinance purports to regulate: (1) regional facilities; (2) issues involving the other counties participating in a regional solid waste management system; and (3) issues currently and traditionally regulated on a regional and statewide basis by the State of Illinois.

In response, the County argued that it had the statutory authority to enact and enforce the ordinance.

In relevant part, the First District Appellate Court held as follows:

"Because the Illinois Solid Waste Planning and Recycling Act expressly grants each county the authority to craft waste management plans according to its respective needs, we find that the challenged provisions of the [Cook County Ordinance], in which the County imposes regulations, operational requirements and fees on operators of Cook County based solid waste and recycling facilities, is well within the
County’s grant of authority by the Legislature." [Natl Waste & Recycling Ass’n, an Ill. Not-For-Profit Corp. v. Cnty. of Cook, 2016 IL App (1st) 143694-U (Ill. App., 2016), at 11.]

SB 1561 addresses this specific holding and the Appellate Court’s interpretation of the SWPRA.

Discussion

SB 1561 amends the SWPRA and addresses the authority of counties under that Act. SB 1561 makes no change to the Illinois Environmental Protection Act, nor to the powers, duties or authority of counties under that Act. Further, SB 1561 makes no changes with respect to municipal or home rule authority.

The Appellate Court held that the SWPRA grants each county “the primary responsibility to implement policies and procedures that adequately address waste management concerns within their respective boundaries.” The Appellate Court based this holding on what it described as the “plain language” of the statute, though the statute never mentions implementation of any program other than the recycling program, much less programs directed at the broad category of “waste management concerns.”

The SWPRA was enacted in 1988. The Appellate Court interpreted the SWPRA’s grant of authority to “plan” and to “propose” facilities and programs to the Illinois Environmental Protection Agency as legal authority to “implement” such plans and to otherwise regulate solid waste management in whatever way a county may see fit. The Appellate Court’s ruling marks the first and only appellate court interpretation of the SWPRA as granting regulatory authority over solid waste management facilities to Illinois counties. Further, the Appellate Court’s interpretation of the SWPRA is at odds with a 1994 Illinois Attorney General’s opinion that the SWPRA does not authorize the imposition or collection of fees.

One possible outcome of the Appellate Court’s decision is the creation of multiple, new county level environmental regulatory and enforcement schemes, and a dramatic change in the manner solid waste management and pollution control facilities are regulated in Illinois.
100TH GENERAL ASSEMBLY
State of Illinois
2017 and 2018
SB1561


SYNOPSIS AS INTRODUCED:

415 ILCS 15/9.5 new

Amends the Solid Waste Planning and Recycling Act. Provides that nothing in the Act shall be construed to permit a county with a population of less than 2,000,000 residents the power to regulate the operations of pollution control facilities or recycling centers. Effective immediately.

A BILL FOR

SB1561

1 AN ACT concerning safety.
2 Be it enacted by the People of the State of Illinois,
3 represented in the General Assembly:

Section 5. The Solid Waste Planning and Recycling Act is amended by adding Section 9.5 as follows:

(415 ILCS 15/9.5 new)
Sec. 9.5. Regulation of pollution control facilities,
recycling centers. Nothing in this Act shall be construed to confer upon any county with a population of less than 2,000,000 residents the power to impose regulations or operational requirements on a pollution control facility, as defined in Section 3.330 of the Environmental Protection Act, or recycling center.

Section 99. Effective date. This Act takes effect upon becoming law.