



TWENTY-YEAR MATERIALS RECOVERY AND  
RESOURCE MANAGEMENT PLAN FOR MCLEAN  
COUNTY, BLOOMINGTON, AND NORMAL, ILLINOIS  
- JULY 2017



PREPARED BY THE ECOLOGY ACTION CENTER

Michael Brown, **Executive Director**

Larissa Armstrong, **Program Coordinator**

Lacey Monterastelli, **Program Coordinator**

Dr. Tom Bierma, **Technical Advisor**

Becky Fiedler, **Solid Waste Intern**

Seth Rients, **Solid Waste Technician**



**ECOLOGY**  
ACTION CENTER



## i. Acknowledgments

I would like to thank the dozens of individuals representing numerous institutions, recyclers, waste haulers, nonprofit organizations, government agencies, and businesses that assisted with this plan (see Appendix A., on page 24 for a full list of focus group and stakeholder group members). I knew initiating the project to reboot our waste management efforts was an ambitious undertaking. Now, nearly two years later, I feel we have all benefited from the process of exploring all of the existing problems and barriers, and brainstorming some creative solutions for the future. I am excited to see the support for this truly bold new plan to better address our local waste management needs.

Special thanks go to the City of Bloomington, Town of Normal, and McLean County staff, for their encouragement and patience as we opted to start from scratch to create an entirely new 20-year waste plan rather than merely meet the statutory requirements for a five-year update to the existing McLean County Integrated Solid Waste Management Plan. The significant change in circumstances from 1992, effectively mandates a meaningful change in our waste management approach in McLean County and I am grateful that our partners in this effort recognize the need and take this challenge seriously.

I am grateful to the EAC staff who have contributed to this process and those who have assisted in covering other roles as increasingly more staff time was redirected to develop this plan.

My biggest thanks go to our three-person advisory committee who were a key part of the entire process and helped guide us through different challenges and progressing stages of the project. I need to thank the recently retired Dr. Tom Bierma of Illinois State University's Environmental Health program in particular. Dr. Bierma was invaluable to the process. He loaned his expertise and insight gained over the course of his career and dedicated a significant amount of time conducting research and interviews to benefit the development of this new plan.

Michael Brown

**McLean County Solid Waste Coordinator**



## ii. Table of Contents

i. Acknowledgements	1
ii. Table of contents	3
iii. Executive summary	5
iv. Action plan	6
<b>Section 1. Introduction</b>	<b>8</b>
<b>Section 2. Mission statement</b>	<b>8</b>
<b>Section 3. Resource management plan goals</b>	<b>9</b>
<b>Section 4. Current waste management situation</b>	<b>10</b>
A. Landfill capacity	10
B. Stagnating recycling rates	11
C. Numerous and diverse recycling and waste services	12
D. Recycling and waste education and outreach	15
E. Current Waste composition and disposition	16
F. Identified service gaps and problem areas	17
<b>Section 5. The next twenty years</b>	<b>19</b>
A. Waste Composition Outlook	19
B. Proposed new waste strategies	20
C. Automatic recycling rate goal increases	25
<b>Section 6. Appendices</b>	<b>26</b>
Appendix A: Focus Group Members	26
Appendix B: 2004 ADS McLean County Host Agreement	28
Appendix C: 2017 Capacity Report, McLean County Landfill	69
Appendix D: 2014 Waste Disposal Agreement between Republic Services, the City of Bloomington, and the Town of Normal	79
Appendix E: 2016 Solid Waste Program Report – Ecology Action Center	89
Appendix F: 2016 McLean County Waste Generation and Recycling Rate	97



### iii. Executive Summary

The McLean County Integrated Solid Waste Management Plan was adopted in 1992; it was updated four times over the twenty years that followed, consistent with the requirements of the Illinois Solid Waste Planning and Recycling Act. As the time approached to begin work on the 2017 5-year update, it became apparent that a short-term update would insufficiently meet the contemporary needs of the Bloomington-Normal and McLean County area.

The impending closure of the McLean County Landfill, significant changes in recycling and waste technologies, and a stagnating community-wide recycling rate are all variables contributing to the need for an entirely new 20-year solid waste plan instead of a short-term update.

The Ecology Action Center, as the designated solid waste agency for McLean County, Bloomington, and Normal, coordinated the two-year process to create a new solid waste plan and will be responsible for its implementation. EAC staff created focus groups representing waste haulers, recyclers, institutions, local governments, businesses, and other entities to explore the known challenges facing solid waste management currently, anticipate future challenges, and brainstorm solutions.

The result is an assertive plan with a strong emphasis on addressing existing gaps in recycling and waste services in McLean County and prioritizing six core strategies that will have the greatest impact on reducing waste and increasing recycling. Implementation should be managed to achieve the maximum net positive economic impact. This may mean the most cost-effective option, or in the best-case scenario, the option that creates revenue and funding opportunities, either to support waste programs or encourage development of local or regional recycling industry.

A strong adherence to the solid waste hierarchy, prioritizing the highest value use of materials over lowest value use is inherent in this new plan. The hierarchy starts with waste prevention, the most beneficial, followed by waste reduction, reuse, recycling (including composting as a process for recycling of organic materials), energy recovery processes (which includes the spectrum of waste-to-energy processes ranging from anaerobic digesters through incineration), and finally ends with disposal in a landfill, which has no specific environmental or economic growth benefit.

- Top Six New Waste Management Priorities:**
1. Commercial recycling
  2. Construction and Demolition recycling
  3. Multifamily recycling
  4. Food waste recycling
  5. Permanent Household Hazardous Waste Facility
  6. Increased outreach and technical assistance

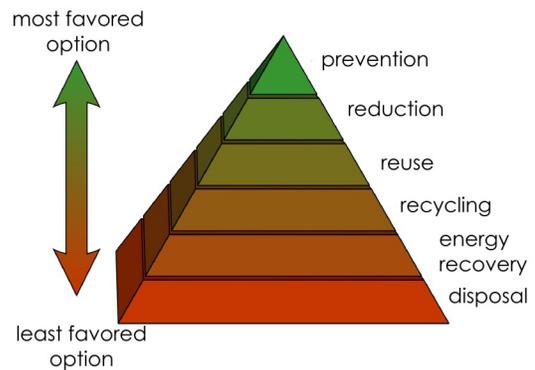


FIGURE 1: THE SOLID WASTE MANAGEMENT HIERARCHY

## iv. Action Plan

### QUARTER 1: 2017-2022

- Increase McLean County Recycling Rate Goal to 50%.
- Implement C & D Recycling Ordinance.
- In addition to existing solid waste staff at EAC, provide funding for a full-time solid waste technician for business waste consultations, negotiations of non-exclusive franchise waste/recycling agreements, to identify barriers and solutions to recycling in older neighborhoods/areas with limited space, and to conduct additional research and outreach.
- Determine if a voluntary program (e.g. geographic based non-exclusive franchise agreement for waste and recycling) for multi-family housing recycling is feasible in lieu of an ordinance. If so, implement a pilot program to verify feasibility. If not, propose an ordinance to achieve the recycling goal.
- Determine if a voluntary program (e.g. geographic based non-exclusive franchise agreement for waste and recycling) for commercial recycling is feasible in lieu of an ordinance. If so, implement a pilot program to verify feasibility. If not, propose an ordinance to achieve the recycling goal.
- Work with community partners to transition to a new food waste processing facility and/or help attract a new service provider to develop a new local facility.
- Institute regular meetings of an informal solid waste coalition of service providers and other relevant parties.
- Initiate feasibility study for permanent Household Hazardous Waste facility for McLean County.
- Work with the McLean County Wellness Coalition and other partners to expand food rescue in the community.

### QUARTER 2: 2022-2027

- Increase McLean County Recycling Rate Goal to 60%.
- Assuming successful commercial recycling pilot program, develop voluntary program and expand to 25% of businesses in the community.
- Assuming successful apartment recycling pilot program, develop voluntary program and expand to 50% of multi-family housing in the community.

- Initiate process to establish permanent Household Hazardous Waste Collection Facility in McLean County or if suitable downstate HHW facility is already established nearby, utilize facility at disposal site for frequent and regular one-day McLean County collection events.
- Determine if a voluntary program for commercial food waste recycling is feasible in lieu of an ordinance. If so, implement a pilot program to verify feasibility. If not, propose an ordinance with phased-in implementation; set initial goal at 25% of the commercial food waste volume.

### **QUARTER 3: 2027-2032**

- Increase McLean County Recycling Rate Goal to 70%
- Increase coverage of voluntary commercial recycling program to 50% of businesses OR increase coverage of commercial recycling ordinance to include 75% of businesses.
- Increase voluntary apartment recycling program to 75% in Bloomington-Normal OR increase mandatory multi-family housing recycling to include all units not otherwise covered by existing municipal services.
- Expand coverage of commercial food waste composting program to include 50% of commercial food waste volume.
- Offer public drop-off facility for residential food waste composting.
- Initiate feasibility study into anaerobic digester technology (or other equivalent low-temperature waste to energy technology) as additional option for food waste composting program for more beneficial by-products from food waste.

### **QUARTER 4: 2032-2037**

- Increase McLean County Recycling Rate Goal to 80%
- Increase coverage of voluntary commercial recycling program to 75% of businesses OR increase coverage of commercial recycling ordinance to include 100% of businesses.
- Increase voluntary apartment recycling program to include 100% of multi-family housing in Bloomington-normal.
- Expand coverage of commercial food waste composting program to include 75% of commercial food waste volume.
- Contingent upon positive study results, add anaerobic digester technology to food waste recycling program.

## **Section 1. Introduction**

McLean County's only remaining landfill will close in 2018. A reliable source of revenue that has long funded solid waste planning and outreach efforts will disappear with that closure. Coupled with issues such as stagnating recycling rates, fluctuating commodity prices, and problematic waste management issues such as e-waste and household hazardous waste, municipal solid waste disposal faces numerous challenges in the Bloomington-Normal and McLean County area in the coming years. However, over four decades of successful local waste programs with strong participation rates indicate a positive environment for further improvement in the short and long term.

McLean County currently landfills over 150,000 tons of materials per year. Most of this material is recoverable, and has significant potential environmental and economic benefits. The imminent closure of the County's only remaining landfill offers an opportunity to make dramatic improvements in waste materials management programs, creating new jobs and other economic opportunities while avoiding transporting and disposing of these materials outside the County.

The original McLean County Integrated Solid Waste Management Plan was approved in 1992, with five-year updates approved in 1997, 2002, 2007, and 2012. The next five-year update was due in 2017, but significant changes in the waste management landscape since 1992 led the McLean County Solid Waste Technical Committee to unanimously support the creation of a new 20-year solid waste plan. A new plan, in contrast to another five-year update, allows for a fresh start, taking the improvements in recycling strategies and systems, fluctuations in commodity markets, contemporary perspectives and behaviors by residents on waste issues, and new and emerging technologies for more efficient waste management into consideration.

Upon review, approval, and adoption consistent with the Illinois Solid Waste Planning and Recycling Act, this document replaces the 1992 McLean County Integrated Solid Waste Management Plan as the guiding document for solid waste management in McLean County, the City of Bloomington, and Town of Normal.

## **Section 2. Mission Statement**

The County of McLean, City of Bloomington, Town of Normal, McLean County Regional Planning Commission, and the Ecology Action Center, in order to manage municipal solid waste in a responsible and cost-effective manner seek to develop a 20-year progressive plan for waste reduction, recycling, composting, and disposal.

## Section 3. Resource Management Plan Goals

The McLean County Solid Waste Technical Committee developed and approved the following goals for the 2017 McLean County Recovery and Resource Management Plan at its meeting on November 3, 2015.

**Goal 1:** Significantly reduce the amount of solid waste requiring disposal through increasing source reduction, reusing, recycling, and composting

**Goal 2:** Manage the remaining solid waste disposal in an efficient, equitable, and environmentally protective manner, consistent with the solid waste hierarchy

**Goal 3:** Adopt secure, long-term funding mechanisms that provide sufficient revenue for all local waste program needs while providing incentives for increased waste reduction and diversion

## Section 4. Current Waste Management Situation

### A. Landfill Capacity

ADS/McLean County Landfill #2, located on the west side of Bloomington just outside city limits, is privately owned by American Disposal Services of Illinois, Inc., a subsidiary of Republic Services.<sup>1</sup> It was opened in 1990 and in 2008 was permitted for a lateral expansion. The total permitted landfill area is 55 acres with a design capacity of 3,994,000 cubic yards.

According to the January 1, 2017 assessment<sup>2</sup>, only 174,992 cubic yards of capacity remain. The McLean County Landfill is expected to begin closure procedures around March of 2018. The

declining capacity has been monitored for several years and is one of the original factors driving the decision to create a new twenty-year solid waste plan.

Most McLean County waste that is not diverted is landfilled at the ADS/McLean County Landfill #2. Per data collected for the Ecology Action Center's calculation of the 2016 waste generation rate and recycling rate for McLean County<sup>3</sup>, 185,487 tons or 96.4% was landfilled at the McLean County Landfill, while 7,009 tons or 3.6% was disposed of at the Area Disposal Company Clinton Landfill.

The vast majority of waste that is ultimately landfilled in McLean County is generated in the urban area—the twin cities of Bloomington and Normal. Of the 192,496 tons of waste landfilled in 2016, an estimated 44% or 84,685 tons was generated in Bloomington, 31% or 59,299 tons in Normal, with only 25% or 48,512 tons generated in the rest of McLean County.

Bloomington and Normal have a joint contract with Republic Services/Allied Waste for disposal of municipal solid waste collected, by City of Bloomington and Town of Normal waste trucks respectively. While the McLean County Landfill is anticipated to reach capacity in less than a year, the current waste contract between Republic/Allied and the two municipalities automatically renews each year through March 1, 2019 (unless one of the parties opts out with

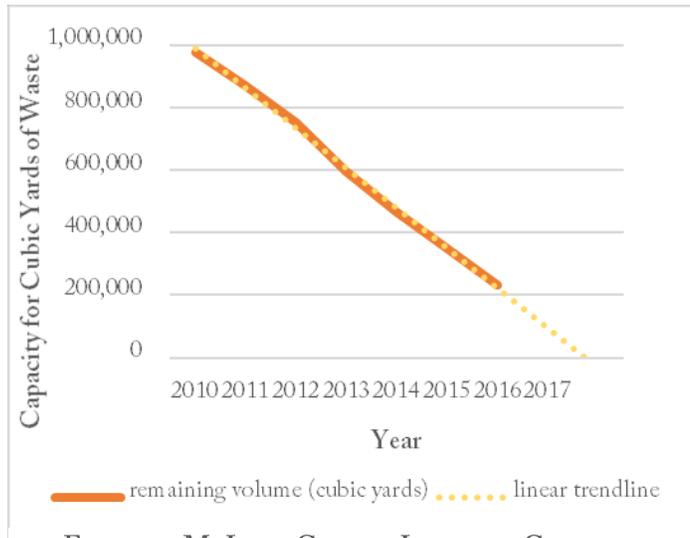


FIGURE 2: McLEAN COUNTY LANDFILL CAPACITY

1. While Republic Services is the name most commonly used, we use the names ADS, American Disposal Services, Republic Services, and Allied Waste interchangeably to refer to Republic Services. Use of the alternate names is usually relative to a reference to primary source documents where an alternate name/subsidiary name might be in use.
2. See Appendix C.
3. See Appendix F.
4. See Appendix D.

90 days notice).<sup>4</sup> In fact, the waste contract itself is not dependent upon the McLean County Landfill; as it stands currently, local waste may be deposited at the McLean County Landfill or it might sometimes be transported the Pontiac Landfill, in Livingston County, also owned and operated by Republic Services/Allied Waste. If the current waste contract extends beyond the life of the McLean County Landfill, Republic Services will simply begin to transport all of the Bloomington and Normal waste from the transfer station at the McLean County Landfill to Livingston County.

McLean County also has an agreement with the landfill; the 2004 Host County Agreement between American Disposal Services of Illinois (ADS)<sup>5</sup> and the County of McLean, Illinois provides for a Host Benefit Fee which "...shall be \$15,000.00 per month or \$2.54 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month, whichever is greater. Such payments shall conclude on such date that ADS or its successor/ assignee permanently ceases the acceptance of Nonhazardous Solid Waste at the Landfill or Expanded Landfill, whichever date is later."

This agreement also requires ground water monitoring by ADS semi-annually as long as the landfill remains in operation and until thirty years after the Illinois EPA certifies the closure of the landfill. Groundwater samples indicating possible contamination will require repeat testing; evidence of a contaminated well will require that ADS provides an alternate potable water supply to that property owner which could include a new well. The agreement also requires that ADS maintain an environmental pollution liability insurance policy. The host agreement expires thirty years after the closing of the landfill.

## B. Stagnating Recycling Rates

The EAC annually calculates the amount of total waste generated and what percentage of that waste was recycled to measure progress towards a general waste reduction and increased recycling goal. McLean County raised the recycling rate goal from 25% to 40% as part of the 2002 five-year update to the 1992 McLean County integrated Solid Waste Management Plan after reaching the initial 25% target.

Since 2002, the annual community-wide recycling rates gradually increased overall but did not meet the 40% until 2016. Ten years of stagnating recycling rates despite ongoing improvements in local recycling programs was finally changed by the introduction of a more significant initiative. In April 2016, both the City of Bloomington and the Town of Normal begin sending "bulky" curbside waste, meaning furniture, remodeling materials, shingles, and similar larger trash items, to the local construction and demolition recycling facility instead of the landfill. With even less than a full year of implementation, this new strategy had a significant impact on the overall recycling rate, pushing it beyond 40% for the first time ever.

---

5. See Appendix B.

year	total MSW recycled	total MSW landfilled	total MSW generated	change from previous year	total recycling rate
<b>2005</b>	68,182	153,884	222,066	-5.6%	30.7%
<b>2006</b>	75,959	159,396	235,355	6.0%	32.3%
<b>2007</b>	93,065	164,101	257,166	9.3%	36.2%
<b>2008</b>	98,220	163,202	261,422	1.7%	37.6%
<b>2009</b>	80,202	148,089	228,291	-12.7%	35.1%
<b>2010</b>	80,515	134,325	214,840	-5.9%	37.5%
<b>2011</b>	71,099	136,927	208,026	-3.2%	34.2%
<b>2012</b>	66,737	116,342	183,079	-12.0%	36.5%
<b>2013</b>	73,833	121,991	195,824	7.0%	37.7%
<b>2014</b>	85,196	141,068	226,264	15.5%	37.7%
<b>2015</b>	92,585	159,083	251,668	11.2%	36.8%
<b>2016</b>	73,760	103,459	177,219	-29.6%	41.6%

**TABLE 1: MCLEAN COUNTY WASTE GENERATION AND RECYCLING RATES  
2005-2016**

The significant impact of this single strategy greatly emphasizes that while recycling options and services in McLean County and Bloomington-Normal are extensive and often better than what is found in many other Illinois communities, to make meaningful progress toward reaching and exceeding the current and future recycling rates goals, a much more strategic and holistic approach is necessary.

### C. Numerous and Diverse Recycling and Waste Services

Bloomington-Normal and McLean County boast a wide variety of recycling and waste options for residents and businesses with services offered by public sector and private sector entities in addition to multiple successful public-private partnerships.

The charts that follow outline services available.

**TABLE 2: CURRENT RECYCLING PROGRAMS AND FACILITIES**

Program	Waste Stream	Public or private	Location/comments
<b>Residential curbside single stream recycling collection</b>	Mixed materials - paper, cardboard, cans, bottles, most plastic containers, etc.	Public	Town of Normal <b>65% participation rate as of April 2017; many Normal residents use drop-off program instead</b>
<b>Residential curbside single stream recycling collection</b>	Mixed materials - paper, cardboard, cans, bottles, most plastic containers, etc.	Public	City of Bloomington <b>80% participation rate as of June 2017</b>
<b>Residential recycling drop-off program</b>	Mixed materials - paper, cardboard, cans, bottles, most plastic containers, etc.	Public	Six locations in the Town of Normal
<b>E-waste recycling</b>	All CEDs, EEDs, including CRTs	Public	Town of Normal Public Works <b>2016: 419 tons recycled</b>
<b>E-waste recycling</b>	Most CEDs and EEDs, excluding CRTs	Private	Home Sweet Home Ministries Mission Mart
<b>E-waste recycling</b>	Most CEDs and EEDs, excluding CRTs	Private	Habitat For Humanity ReStore
<b>E-waste recycling</b>	Most CEDs and EEDs, excluding CRTs	Private	BestBuy
<b>E-waste recycling</b>	Most CEDs and EEDs, excluding CRTs	Private	Goodwill Industries
<b>E-waste recycling</b>	Most CEDs and EEDs, excluding CRTs	Private	Henson Disposal
<b>Textile recycling</b>	Clothing, sheets, towels, etc.	Private	Home Sweet Home Ministries Mission Mart plus 16 drop-offs around town
<b>Food scrap composting program</b>	Commercial and institutional food waste	Private-public partnership	Midwest Fiber hauls to Better Earth Compost in Bartonville
<b>Pharmaceutical disposal</b>	Prescription and non-prescription drugs	Private-public	OSF Eastland Pharmacy, Advocate-BroMenn Atrium Pharmacy, Chenoa
<b>Pharmaceutical disposal including controlled substances</b>	Prescription and non-prescription drugs including controlled substances	Public	Town of Normal Police Department, City of Bloomington Police Department, McLean County Sheriff's Department, ISU Police Department
<b>Mattress recycling</b>	Mattresses and box springs	Private	Kern Mattress Outlet
<b>Plastic bag/film Recycling</b>	Plastic grocery bags, newspaper sleeves, dry cleaning bags, electronic wrap, plastic cereal box liners, Tyvek shipping envelopes, bubble wrap, product wrap from paper towels or toilet paper	Private	Most grocery stores
<b>TerraCycle recycling</b>	Nontraditional items	Private	Various locations
<b>Eyeglass recycling</b>	Used eyeglasses	Private	Lion's Club
<b>Hearing aid recycling</b>	Used hearing aids	Private	Lion's Club
<b>Household Hazardous Waste collection</b>	Thousands of residentially generated household hazardous waste items	Public-private partnership	Ecology Action Center
<b>Construction and demolition recycling</b>	Shingles, wood, drywall and plaster, metals, cardboard & paper, aggregate materials, glass, vinyl siding, bulk and clear plastic	Private	Henson Disposal C & D Recycling Facility
<b>Scrap metal</b>	Iron, aluminum, all other metals	Private	Behr Metals
<b>Appliances</b>	White goods	Public or private,	Municipalities or private haulers
<b>Brush and/or yard waste</b>	Wood yard waste or vegetation	Public	Municipalities
<b>Mercury thermostats</b>	Mercury containing thermostats	Public	Normal Public Works
<b>Fluorescent bulbs</b>	CFL or tube fluorescent	Private	Box hardware stores, Batteries Plus Bulbs
<b>Non rechargeable batteries</b>	Watch batteries through AAA, C, D, 9V, etc.	Private	Interstate Batteries and Batteries Plus Bulbs <sup>6</sup>

**TABLE 3: RURAL MCLEAN COUNTY MUNICIPAL RECYCLING PROGRAMS**

Village/Town	Recycling Program Type	Materials Accepted	Special Recycling
<b>City of Chenoa</b>	Curbside	Single stream	Electronics collection bin
<b>City of LeRoy</b>	Curbside	Single stream	
<b>City of Lexington</b>	Curbside	Single stream	
<b>Village of Arrowsmith</b>	Curbside		
<b>Village of Bellflower</b>	Drop-off	Metals, paper	
<b>Village of Carlock</b>	Curbside	Single stream	
<b>Village of Colfax</b>	Curbside	Single stream	
<b>Village of Cooksville</b>	Curbside	Single stream	
<b>Village of Danvers</b>	Drop-off		
<b>Village of Downs</b>	Curbside	Single stream	
<b>Village of Ellsworth</b>	Curbside	Single stream	
<b>Village of Gridley</b>	Curbside	Single stream	
<b>Village of Heyworth</b>	Curbside	Plastics, cardboard, newsprint	Electronics drop-off twice a month
<b>Village of Hudson</b>	Curbside	Single stream	
<b>Village of McLean</b>	Curbside	Single stream	
<b>Village of Towanda</b>	Drop-off with some curbside areas	Single stream	

## D. Recycling and Waste Education and Outreach

As the solid waste agency for Bloomington, Normal, and McLean County, the EAC provides a number of services intended to increase participation in local recycling and waste reduction. Table 4 briefly lists some of the core education and outreach efforts under the “McLean County Solid Waste Program”. For a more detailed listing, please consult Appendix E, the *2016 Solid Waste Program Report*.

**TABLE 4: RECYCLING EDUCATION AND OUTREACH**

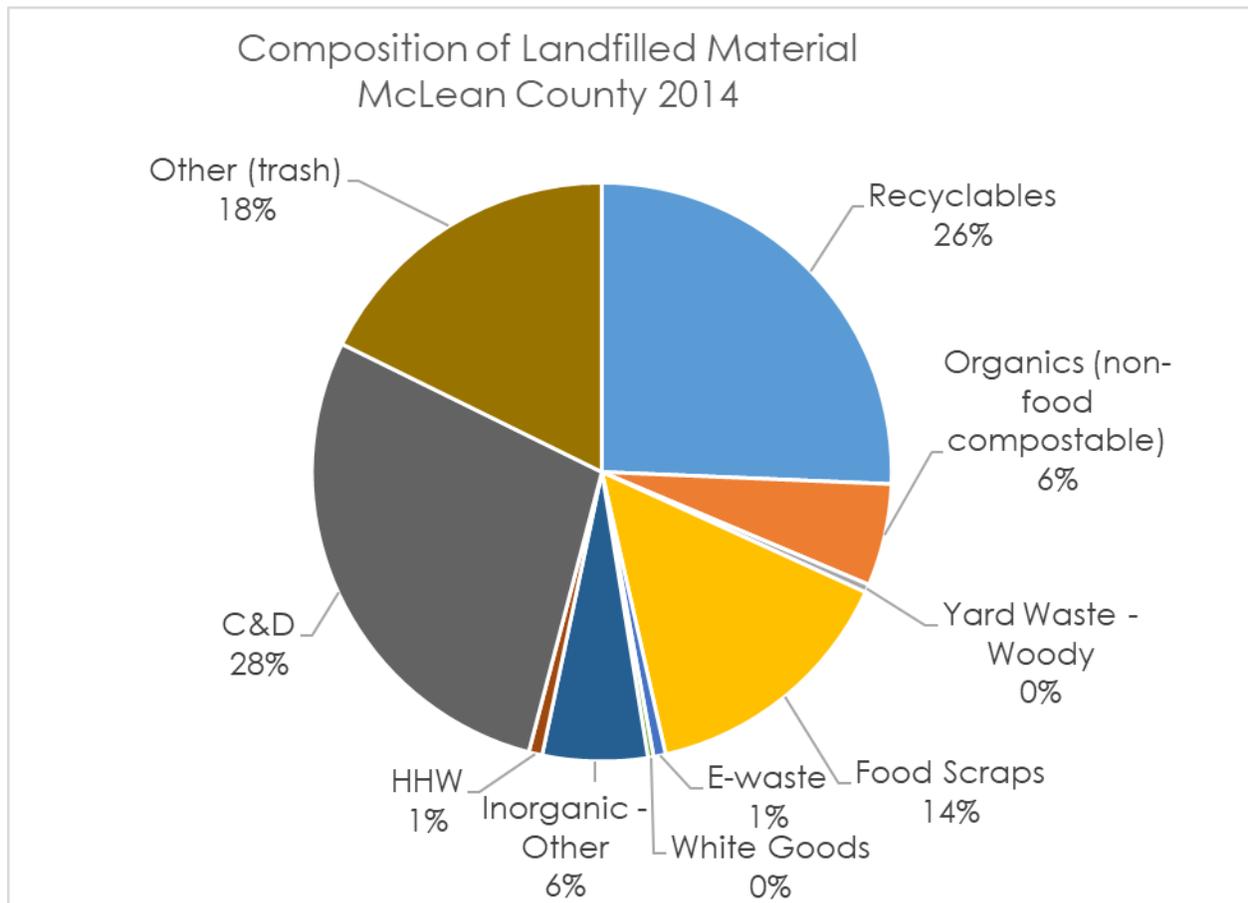
Program	Target Audience	Location	Comments
<b>Youth classroom waste and recycling education</b>	Fourth grade	McLean County	Nearly universal reach, visits to virtually every fourth grade classroom
<b>Youth waste and recycling education</b>	Young library visitors	McLean County	
<b>Public recycling and waste presentations and information booths at public events/health fairs</b>	Community groups, service organizations scouts, college classes	McLean County	
<b>Social media outreach</b>	Adults of all ages	McLean County	Nearly 75,000 interactions in 2016, well over twice the EAC's goal
<b>Traditional media outreach and newsletters</b>	Adults	McLean County	Paid promotions or feature stories; both help raise awareness of issues
<b>Recycling information center</b>	All sectors	McLean County	Community-wide information center on recycling and waste issues, answering phone, in-person, or email inquiries
<b>Online recycling and waste directory</b>	All sectors	McLean County	Extensive and heavily used online recycling listings for all public programs and many private or nonprofit programs. Over 35,027 visits to these pages in 2016.
<b>Composting workshops</b>	Homeowners	McLean County	Hands-on build-your-own composter workshops with in-depth instruction on composting.
<b>Recycle Coach</b>	Residential	McLean County, with heavy Bloomington-Normal urban focus	User-friendly, browser based and smart phone application, geographic-based comprehensive information, Spanish language enabled

### E. Current Waste Composition and Disposition

In 2015, the Illinois Department of Commerce and Economic Opportunity published a report detailing the composition of municipal solid waste for each county in the state. We combined the *Illinois Commodity/Waste Generation and Characterization Study Update* data for McLean County with data collected locally by the Ecology Action Center through annual residential waste audits and the annual calculation of waste generation and recycling rates. Through this analysis, we have a very thorough understanding of the precise composition of waste generated in McLean County and what portion of that waste is landfilled versus recycled.

The following charts illustrate this breakdown and directly point to the waste streams where there remains the most significant room for improvement in waste recovery.

**FIGURE 3: 2014 McLEAN COUNTY WASTE DISPOSITION**



**TABLE 5: 2014 MCLEAN COUNTY WASTE DISPOSITION**

Material	Generation	Recovery	Recovery (%)	Disposal/Landfilled
<b>Recyclables</b>	82,830	36,323	43.9%	46,507
<b>Organics (non-food compostable)</b>	16,550	6,215	37.6%	10,335
<b>Yard Waste - Woody</b>	2,020	1,202	59.5%	818
<b>Food Scraps</b>	29,410	2,875	9.8%	26,535
<b>E-waste</b>	2,600	1,369	52.7%	1,231
<b>White Goods</b>	2,910	2,342	80.5%	568
<b>Inorganic - Other</b>	18,700	8,094	43.3%	10,606
<b>HHW</b>	4,310	2,946	68.4%	1,364
<b>C&amp;D</b>	53,500	2,345	4.4% <sup>7</sup>	51,155
<b>Other (trash)</b>	35,970	3,888	10.8%	32,082
<b>TOTAL</b>	<b>248,800</b>	<b>67,599</b>	<b>27.2%</b>	<b>181,201</b>

*(Source: Illinois DCEO Waste Characterization Study with additions from Ecology Action Center's 2014 Waste Generation and Recycling Rate Study)*

## F. Identified Service Gaps and Problem Areas

As shown in Table 5, McLean County Waste Disposition, there are multiple waste streams with significant potential for greater recovery. In Table 6, Waste Issues, we briefly explore some of the issues related to these deficient recovery rates and/or identify other known problematic waste issues that are not revealed through the waste disposition chart.

7. C & D materials recovery is now estimated to be as high as 21% as of 2016, following the move by the City of Bloomington and Town of Normal to send curbside “bulky” waste to Henson Disposal C & D Recycling.

**TABLE 6: WASTE ISSUES**

<b>Problem/Services Gap</b>	<b>Waste stream</b>	<b>Location</b>	<b>Comments</b>
<b>Multifamily housing recycling</b>	Traditional recyclables	Most locations	Curbside recycling services are only offered to single family homes in most areas
<b>Commercial recycling</b>	Traditional recyclables	Most locations	Perceived or real barriers to recycling remain an issue for many businesses or business districts
<b>Organics/food scrap recycling</b>	Organics	Most locations	Small scale/backyard composting has low participation rates, most residents or businesses perceive too many obstacles
<b>Household hazardous waste</b>	HHW	McLean County	Locally funded biennial HHW collection has reduced barriers to participation. However a permanent facility is needed to properly meet local and regional needs.
<b>Freon/coolant containing items</b>	Dehumidifiers, air conditioners, refrigerators	All locations except Bloomington and Normal single-family housing	Coolant containing items are often not cost-effective for the private sector to manage due to the low prices for metals but high costs of removing and disposing of coolant.
<b>Carpet recycling</b>	Carpeting	McLean County	Carpeting is a difficult material to recycle including sorting it from C & D materials without contaminating it in addition to the cost of shipping it to a market.
<b>End of school year student move out</b>	Furniture, clothing, e-waste, household goods	Normal around Illinois State University	Massive volumes of usable materials are discarded by students at the end of the system; small scale efforts to address this issue have had minimal impact.
<b>Construction and demolition recycling</b>	All construction materials – wood, metals, aggregate, drywall, vinyl siding	McLean County	Under-utilized C & D recycling options – less than 5% of C & D waste is currently recovered despite being a cost-effective option
<b>E-waste</b>	Consumer electronics	McLean County	Few collection points, especially for costly items such as CRT monitors/tvs, collection points only located in Bloomington-Normal, unreliable system sometimes results in significant local costs for compliance with Illinois ban on electronics from landfills

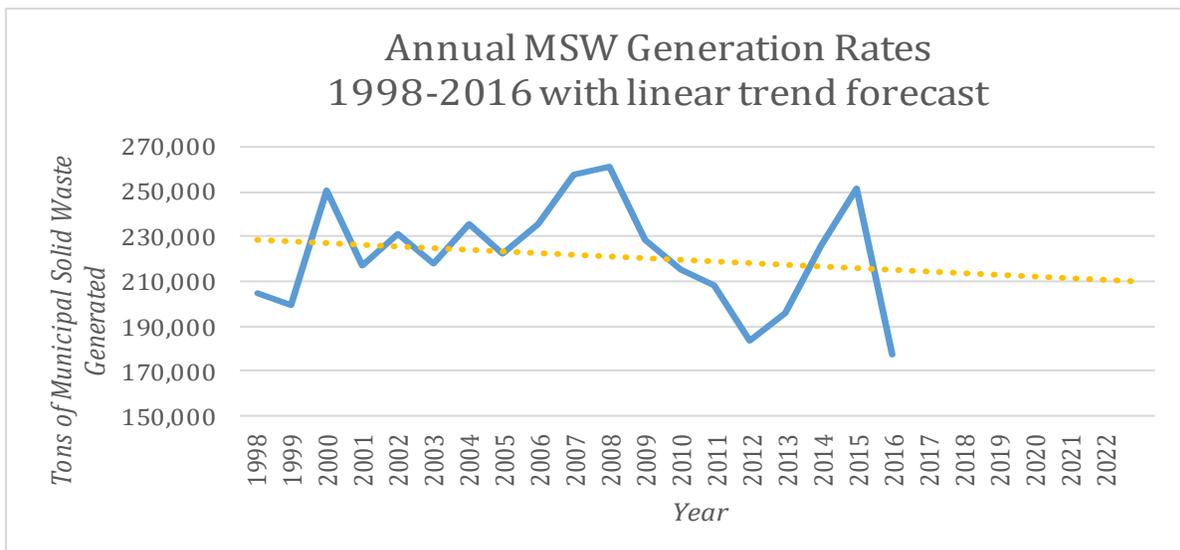
## Section 5. The Next Twenty Years

### A. Waste Composition Outlook

Over the next twenty years, total waste generation rates are projected to gradually decrease. Figure 4 plots annual municipal solid waste generation rates from 1998 through 2016 with a trend line forecasting the next five years. The existing trend based on local waste generation data indicates an approximate decrease of 6.11% over 18 years, or a rate of decrease of .34% per year.

The McLean County MSW composition is not expected to significantly change over the course of this solid waste plan. One waste stream with potential to change is dependent upon the success of growing commercial food waste composting initiatives. The establishment of a local composting facility that allows for more cost-effective food-waste services to be offered to food service operations and large institutions could help drive these entities away from what are often non-recyclable single-service containers and utensils towards instead fully compostable packaging that would be collected and recycled together with food scraps. The rate of this transition would likely be relative to the rate of adoption of these services by new commercial and institutional customers.

**FIGURE 4: MUNICIPAL SOLID WASTE GENERATION PROJECTION**



## B. Proposed New Waste Strategies

Six key strategies are the primary focus of the proposed 2017 Materials Recovery and Resource management Plan based on the challenges and system deficiencies identified in the tables above. These strategies each have strong potential for significant impact on waste recovery.

There are assumed costs within these proposed strategies, but there are also potential efficiency gains and other cost savings, private or private-public economic development opportunities, revenue potential, and possible alternative revenue sources. In the long term, cost avoidance will be key as fuel and labor costs for exporting waste to externally located landfills will eventually increase due to external economic forces, even if not in the short term.<sup>8</sup>

Given the anticipated loss of host fees with the impending closure of the McLean County Landfill, exploring alternate revenue sources to help support waste recovery programs would be beneficial to the long term sustainability of new services. Traditional funding such as host fees can be counter-productive as they have an inverse correlation to successful programs; the more waste recovery that occurs in a community with a landfill, the less funding is made available for waste recovery programs. Instead, and in the absence of a landfill or other Pollution Control Facility with a host agreement, voluntary waste fees that are directly correlated with recovery programs would increase funding for further waste recovery with increasing success.

The establishment of additional waste transfer stations could have multiple economic benefits including increased competition therefore more beneficial waste disposal rates or the possibility of new host agreements providing host fees as a new revenue source.

---

8. Republic Services officials have indicated that a shift to Livingston County Landfill will not result in cost increases due to economies of scale possible at that site that are not available at the McLean County Landfill.

**TABLE 7: EVALUATION OF PROPOSED WASTE/RECYCLING PROGRAMS**

Proposed program/facility	Waste stream	Evaluation - Advantages/Disadvantages				Implementation time schedule	Proposed Location
		Environmental	Energy	Life Cycle Cost	Economic		
<b>Multi-family recycling initiative</b>	Traditional recyclables	Positive – more resources conserved	Neutral – increased local fuel use to collect more materials but decreased fuel use to export less to out-of-county landfills	Increased recovery benefits should outweigh program costs	Fluctuating commodity values can help or hinder. Long term, this program's costs should be more cost effective than landfilling.	Launch pilot program within five years (by 2022). Expand to 50% community coverage by 2027. Increase coverage by 25% by 2032 and 2037.	N/A
<b>Commercial recycling initiative</b>	Traditional recyclables	Positive – more resources conserved	Neutral – increased local fuel use to collect more materials but decreased fuel use to export less to out-of-county landfills.	Increased recovery benefits should outweigh program costs	Fluctuating commodity values can help or hinder. Long term, the costs of this program should be more cost effective than landfilling.	Launch pilot program within five years (by 2022). Expand to 25% community coverage by 2027. Increase coverage by 25% by 2032 and 2037.	N/A
<b>C &amp; D recycling initiative</b>	Construction and demolition materials	Positive – more resources conserved	Neutral – increased local fuel use to collect more materials but decreased fuel use to export less to out-of-county landfills.	Increased recovery benefits should outweigh program costs	Fluctuating commodity values can help or hinder. Long term, the costs of this program should be more cost effective than landfilling.	Implement C & D recycling ordinance within one year of adoption of solid waste plan	Existing facilities or source separate on-site
<b>Organics/ food waste recycling initiative</b>	Food scraps and other organic materials	Positive – more resources conserved and less methane emissions from anaerobic organic breakdown in landfill.	Neutral – increased local fuel use to collect food scraps for composting but decreased fuel use to export less to out-of-county landfills.	Increased recovery benefits should outweigh program costs	After initial capital investment, there eventually should be positive economic benefits especially from secondary products of compost and possibly energy generation.	By 2022: work with community partners to reduce food waste. Attract a new food scrap recycling facility to McLean County.  By 2027: Evaluate voluntary program vs. ordinance, start with goal to include 25% of waste stream. By 2032: expand coverage to 50% of waste stream and offer public residential drop-off. Expand to 75% of waste stream and investigate anaerobic digester technology for incorporation by 2037.	TBD
<b>HHW Permanent Facility</b>	Household hazardous waste materials	Very positive – reduction of hazardous materials disposed of improperly.	Net negative— Some positive in that some materials are fuel blended, but net impact is likely negative due to large costs to transport and dispose of most HHW.	Increased recovery benefits should outweigh program costs	Significant costs to run a permanent facility, but options to offset these costs include: collaborating with the IEPA to offer a public facility open to any Illinois residents or offer commercial materials disposal at a fee in order to offset the HHW costs. HHW facility can be significant regional draw, making it an economic development tool.	Feasibility study by 2022, launch process by 2027. Open facility by 2032.	TBD
<b>Increased outreach and technical assistance</b>	Administration, coordination, facilitation	Very positive – more time resources needed for success of above strategies.	No significant impact	Net positive	Increased recovery benefits and economic development should outweigh increased personnel costs	Increase personnel budget to allow for full time solid waste program technician in addition to existing solid waste staff.	Existing solid waste agency - EAC

## **Multi-Family Housing Recycling**

Single family households served by automated curbside single stream recycling see a high rate of participation in both Bloomington and Normal, but apartment buildings and other multi-family housing represent a significant gap in recycling services. Implementing a new program to address this deficiency may be possible as a voluntary program with assistance from the EAC or as an ordinance mandated jointly by both Bloomington and Normal.

Feedback from stakeholder groups indicated that an ordinance approach would have the benefit of “leveling the playing field” for all rental companies so any additional costs would not be disproportionately applied. Additionally, whether through a voluntary program or an ordinance, additional cost savings may be realized through a non-exclusive franchise agreement system, where the EAC identifies geographically dense routes and negotiates the best price for combined waste and recycling services for multi-family housing units in the bid area.

## **Commercial Recycling**

According to the 2015 Illinois Waste Characterization Study by Illinois DCEO, institutional, commercial, and industrial waste make up almost 43% of waste landfilled in Illinois; 48.6% of that may be recoverable.

Implementing a new program to address this deficiency may be possible as a voluntary program with assistance from the EAC or as an ordinance mandated jointly by both Bloomington and Normal. Understanding that the main barrier to commercial recycling is usually the bottom line impact on profitability, cost savings may be realized through a non-exclusive franchise agreement system, where the EAC identifies geographically dense routes and negotiates the best price for businesses in the bid area. This may be combined with an ordinance or as part of a voluntary system. Feedback from stakeholder groups indicated that an ordinance approach would have the benefit of “leveling the playing field” for all businesses so any additional costs would not be disproportionately applied.

## **Construction & Demolition Materials Recycling**

An estimated 21% of C & D waste is currently recycled in our community, with 51,155 tons landfilled annually. Construction and demolition waste reuse and recycling has proven to be economically feasible within the County; current tipping fees at the local C & D recycling facility are more economical than equivalent fees at the landfill. This is consistent with other areas in Illinois with C & D recycling including Lake County, where landfill rates and C & D recycling rates are relatively similar.<sup>9</sup>

Because of the cost savings and economic benefit provided to Bloomington-Normal, including lower tipping fees, C & D recycling should be increased by all means possible including an ordinance in Bloomington and Normal. This should be followed by an analysis of the benefit to the unincorporated areas of the County and other smaller municipalities. A C & D recycling ordinance on either the municipal or county level should allow flexibility in choice of recycling facilities; materials can be source-separated on-site by demolition crews to be recycled with

---

9. Willis, Walter, Interview with Tom Bierma. Personal Interview. June 29, 2017.

various service providers or a C & D recycling facility may be used.

Other communities in Illinois have had success with a C & D recycling ordinance, including Lake County and the City of Zion. In a phone interview, Walter Willis, Executive Director of the Solid Waste Agency of Lake County, explained that there has been good compliance and very little resistance to the ordinance, which he attributed to including demolition waste haulers in the ordinance drafting process. The county ordinance was phased-in over time, beginning with larger demolition projects and eventually including smaller projects; Willis indicated that most municipalities in the area have followed the same process. The community of Grayslake, Illinois includes a "safety valve" in their C & D ordinance, allowing projects to seek exemptions from the mandate if the recycling cost is more than 10% more expensive than landfilling.<sup>10</sup>

### **Organics**

Food scraps comprise the bulk of landfilled organics, with only 10% of this volume currently recovered. A comprehensive sustainable food program must be implemented to reduce food waste, divert wholesome food to feed the hungry, and collect and utilize remaining food scraps. Food scrap collection should begin with the largest sources of food scraps, commercial and institutional food establishments.

Following the initiation of a systemic approach to reduce food waste, food recycling or composting should be improved through a voluntary system or the implementation of an ordinance to require food composting by large commercial or public institutions, restaurants, and grocery stores. Residential food waste can be addressed through a public drop off program; curbside food waste collection is unlikely to be cost effective in the near future.

Currently, a commercial food-waste composting service is provided by Midwest Fiber, providing transportation to Better Earth Compost in Bartonville, Illinois. The program is fairly small-scale currently, but a recent switch to Better Earth Compost as the food scrap recycler will allow for growth of the program. However, in the long-term, a more local, McLean County based compost facility would likely be the most cost effective option. Efforts should be made to facilitate the development of a new local facility.

Food waste composting creates possible revenue sources through secondary products like high quality compost or renewable energy. Methane generated and captured by anaerobic digesters can be used directly as an energy source or to generate electricity. This option should be investigated in the fourth quarter of the 20-year plan.

---

10. Willis, Walter. Interview with Tom Bierma. Personal Interview. June 29, 2017.

### **HHW and Other Difficult or Nontraditional Materials**

Household hazardous waste (HHW) represents not only a significant environmental threat, but also a threat to the economic recovery of materials such as recyclables and organics. A permanent HHW collection facility should be established and funded in partnership with the Illinois EPA, which has the responsibility of helping local communities meet the need for HHW disposal. Opportunities should also be explored to improve or create programs for the recovery of electronic wastes, Freon or other coolant-containing white goods.

Illinois EPA has partnerships with four public HHW facilities, three of which are in the Chicago area and the fourth in Rockford. While the local partner funds and operates the facility, the Illinois EPA provides for disposal of all materials collected and absorbs the long-term generator liability for those materials. These public HHW facilities that collaborate with Illinois EPA are open to all Illinois residents to utilize free of charge and they accept most residentially-generated HHW materials, with a few exceptions. The EAC initiated discussions with the Illinois EPA about a downstate facility in McLean County and is currently on a list of interested communities; however, state funding for expansion of this program is currently on hold.

### **Increased Outreach and Technical Assistance**

Ongoing coordination above and beyond the EAC's current solid waste program staffing levels is necessary to achieve the economic and environmental benefits of a comprehensive waste materials management program. An additional full-time solid waste program technician will ensure the goals set out in this twenty-year Materials Recovery and Resource Management Plan are accomplished.

The plan's implementation will benefit from increased communication and cooperation. The EAC will help create an informal waste advisory group composed of representatives from local waste and recycling service providers, institutions, and other relevant entities. This advisory group will meet as needed to provide feedback and input on waste issues in the community. This group will assist in finding cost efficiencies or revenue increases to help offset program funding needs, including technical assistance, education and outreach, and HHW collection.

### **Future Waste Facilities**

This plan identifies the potential for multiple types of future waste processing, disposal, recycling, and/or composting sites. The specific locations of these potential sites are unknown. Throughout the implementation process priority will be given to sites outside immediate urban areas but near enough to be cost-effective, efficient and potential revenue generating sources. Size, expected costs and financing of these facilities are relative to the ultimately successful strategies listed for the identified priorities. Accordingly, these parameters will need to be worked out further along in the process and cannot be identified at this time.

## C. Automatic Recycling Rate Goal Increases

This twenty-year Materials Recovery and Resource Management Plan outlines aggressive strategies to address existing gaps in waste recovery services in Bloomington, Normal, and McLean County. Accordingly, successful implementation of these strategies should quickly result in a significant jump in the community wide recycling rate, beyond the 15-year old recycling goal of 40%. In order to help drive continued improvement over the course of the twenty-year plan, we have set recycling rate goals that increase automatically every five years, independently of the success of reaching the earlier goal.

- **2002 Recycling Rate Goal: 40% -- Goal met in 2016**
- **2022 Recycling Rate Goal: 50%**
- **2027 Recycling Rate Goal: 60%**
- **2032 Recycling Rate Goal: 70%**
- **2037 Recycling Rate Goal: 80%**

## Section 6. Appendices

### Appendix A: Focus Group Members

#### **Advisory Committee**

Missy Nergard, ISU Sustainability  
Rob Fazzini, Henson Disposal  
Tom Bierma, ISU Environmental Health

#### **Education and Outreach Focus Group**

Larissa Armstrong, Heartland Community College Green Institute  
Laurine Brown, IWU Environmental Studies  
Paul Center, State Farm  
Kris Hall, Ecology Action Center  
Rick Heiser, West Bloomington Revitalization Partnership  
Missy Nergard, ISU Sustainability  
Chris Trimble, Home Sweet Home Ministries

#### **Policy Focus Group**

Chris Coulter, Peoria Disposal Company  
Hannah Eisner, McLean County Administration  
Rob Fazzini, Henson Disposal  
Jim Karch, City of Bloomington  
Todd Lowery, Chamber of Commerce  
Mike Matejka, Great Plains Laborers District Council  
Cassie Metz, ISU Student Environmental Action Coalition  
Adrienne Ohler, Illinois State University  
Vasudha Pinnamaraju, McLean County Regional Planning  
Carl Teichman, IWU  
Dan Winters, Republic Services/Allied Waste

#### **Technology Focus Group**

Wayne Aldrich, Town of Normal  
Tom Bierma, ISU Environmental Health  
Phil Dick, McLean County Planning and Zoning  
John Hendershott, McLean County Health Department  
Mike O'Grady, Economic Development Council  
Randy Stein, BNWRD  
Marie Streenz, Midwest Fiber

**Multifamily Housing Stakeholder Group**

Paul Summerlin, The Edge

Harriet Steinbach, Illinois State University

Ryan Prevo, Young America

Billy Stripelik, Student Environmental Action Coalition & College Democrats

Courtney Lahr, Walk 2 Class

**Small Business Stakeholder Group**

David Cate, Eastland Mall

Joe Tully, Uptown Partners

Tricia Stiller, Downtown Business Association

John Walsh, Chamber of Commerce

Joe Neal, Monroe Center

**Institutional Food Service Stakeholder Group**

Diane Feasley, Illinois State University

Carl Teichman, Illinois Wesleyan University

Julie McCoy, District 87 Schools

Missy Nergard, Illinois State University

**Restaurant and Grocery Stakeholder Group**

Ryan Melton, Hy-Vee

Chris Campiseno, Jewel on Cottage

Rich Zeller, Avanti's

Appendix B: 2004 ADS McLean County Host Agreement

HOST COUNTY AGREEMENT

This HOST COUNTY AGREEMENT ("Agreement") dated this 21<sup>st</sup> day of September, 2004, by and between American Disposal Services of Illinois, Inc. ("ADS"), a Delaware Corporation; and the County of McLean, Illinois ("County");

WITNESSETH:

WHEREAS, ADS owns a parcel of land totaling approximately 73 acres as described and shown on Attachment A. The parcel described and shown on Attachment A is hereinafter referred to as "the Property"; and

WHEREAS, ADS currently operates a landfill as shown on Attachment B ("Landfill"); and

WHEREAS, ADS intends to file an application ("Siting Application") with the County for siting a new Pollution Control Facility Landfill. The new Pollution Control Facility Landfill footprint and surrounding property owned by ADS shall hereinafter be referred to as the "Expanded Landfill"; and

WHEREAS, it has been proposed that ADS pay to the County, and ADS is willing to pay the County, a Host Benefit Fee to be used for the purpose of assisting the County in addressing the impact, if any, that the operation of the Landfill or the Expanded Landfill may have upon the County and for other general revenue needs of the County as the County may deem appropriate; and

WHEREAS, the County desires to secure, and ADS is willing to provide landfill disposal capacity within the County for the waste generated by residents, commercial establishments, institutions and industries located within the County that it is permitted by law to accept for disposal; and

WHEREAS, ADS is desirous of earning the good will of the citizens of the County by demonstrating its good faith in educating the community as to the nature of its operations in the County and demonstrating that its landfilling operations are, have been and will continue to be conducted in an environmentally sound manner; and

WHEREAS, the County is desirous of protecting the health, safety and welfare of its citizens, and in assisting with public education in accordance with Illinois law; and

WHEREAS, the County has not consented to, concurred in or objected to the proposed plans of ADS for the Expanded Landfill, and nothing in this Agreement shall be deemed an indication that the County has adopted any position on the proposed Siting Application, nor on ADS' operation of the existing Landfill, including where technical or detailed operating requirements are set forth below; and

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Incorporation of Recitals.**

The above recitals are incorporated as part of this Agreement as though fully set forth herein.

**2. Lands Covered.**

This Agreement covers the Property as described and shown in Attachment A and the Expanded Landfill.

**3. Effective Date.**

This Agreement shall be effective as of \_\_\_\_\_, 2004.

**4. Expiration Date.**

This Agreement shall expire on the later to occur of 30 years after the closing of the Landfill or 30 years after the closing of the Expanded Landfill.

**5. Ban on Hazardous Waste.**

ADS shall not knowingly accept, treat, or dispose of any waste which is defined as hazardous by the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. (the "Act") or the regulations adopted thereunder ("Hazardous Waste") at the Property. ADS shall comply with all applicable regulations of the Illinois Pollution Control Board ("IPCB") relative to load checking and shall immediately inform the County orally and in writing of any Hazardous Waste that has been accepted, received, stored, treated, disposed, or transported to or from the ADS Property.

**6. Guaranteed Landfill Capacity.**

Subject to the conditions set forth below, and if siting approval is received, for 7 years from the date that ADS obtains final, unappealable permits from the Illinois Environmental Protection Agency ("IEPA") to develop the Expanded Landfill, ADS shall provide the County with disposal capacity at the Landfill and Expanded Landfill for all of the solid waste and special wastes, which ADS is permitted by law to accept for disposal, which are not defined as Hazardous Waste ("Nonhazardous Solid Waste") and which are generated within the County's boundaries. ADS' obligation to provide the County with disposal capacity shall extend only to Nonhazardous Solid Waste which is initially generated and abandoned or discarded within the County, and specifically excludes out-of-county waste that may be delivered to a waste transfer station located within the County.

Prior to the first of each calendar year during the operating life of the Landfill and the Expanded Landfill, the County shall provide ADS with an estimate of the amount ("Annual Estimate") of Nonhazardous Solid Waste it expects to be generated within the County for that year, using methodologies which are consistent with the methodologies used to prepare the Needs Assessment portion of the County's Solid Waste Management Plan. Each year during this term, ADS shall reserve sufficient capacity to dispose of the quantity of Nonhazardous Solid

Waste estimated by the County. The County reserves the right to increase its Annual Estimate by up to 20% at any time in the event unforeseen circumstances, including but not limited to natural disasters such as storms and tornadoes, render its original estimate inadequate. The reservation of disposal capacity for the County's waste shall not be cumulative, and should the estimated disposal capacity not be utilized by the County during any calendar year, that capacity may be utilized for other than County waste. ADS agrees to comply with the procedures specified in Attachment C hereto, or with other procedures approved in advance by ADS and the Regional Pollution Control Site Hearing Committee of the McLean County Board, in submitting to the County an annual determination of ADS' remaining landfill capacity and in implementation of Section 6 of this Agreement.

**7. Assignment of Rights.**

This Agreement shall be binding upon ADS and its controlling interest transferees, successors and assigns. The Regional Pollution Control Site Hearing Committee may require an additional written commitment by the transferee to assume and comply with the duties and obligations of this Agreement. Further, any such conditions imposed upon the transferee pursuant to this Agreement may be modified by agreement between the transferee and the Regional Pollution Control Site Hearing Committee of the McLean County Board.

**8. Covenant.**

This Agreement shall constitute a covenant in the nature of a covenant running with the land. ADS agrees to execute all additional documents necessary for the recording of this Agreement in the chain of title all of the Property and Expanded Landfill.

**9. Records.**

ADS shall provide the County, free of charge, copies of all of the following documents in any manner connected with the Property and the Expanded Landfill:

- a. those submitted by ADS or its agents or consultants to any state or federal environmental regulatory agency; and
- b. correspondence with any state or federal environmental regulatory agency; and
- c. those filed with or received from any state or federal regulatory agency relevant to charges, complaints or citations or environmental violations made by any governmental authority; and
- d. those deemed reasonably adequate and sufficient by the Regional Pollution Control Site Hearing Committee of the McLean County Board pertaining to the amount of Nonhazardous Solid Waste received and the County which generated that waste.

**10. Well Monitoring.**

ADS shall contact the owners of record as of the Effective Date of this Agreement of all water supply wells within 1,500 feet of the perimeter of the Property, by certified mail, return receipt requested, seeking permission from the owners to sample their wells, within 90 days of the Effective Date of this Agreement, for background, for two consecutive quarters in a six-month period, and for routine monitoring. After IEPA has issued an operational permit to construct the Expanded Landfill, by certified mail, return receipt requested, within 90 days of the issuance of the IEPA operational permit, ADS shall contact the owners of record of all water supply wells within 1,500 feet of the perimeter of the Expanded Landfill seeking permission from the owners to sample their wells. Within 90 days of the issuance of the IEPA operational permit, for background, for two consecutive quarters in a six month period, and for routine monitoring, ADS shall use its best efforts to obtain permission to monitor the wells. The County may assist ADS in obtaining permission to access the wells from the property owners. The well monitoring program shall proceed as follows:

- a. ADS shall conduct, at its own expense, an initial assessment of each water well to determine construction and location information in conjunction with ADS.

- b. ADS shall, at its own expense, contract with a laboratory which has been awarded the IEPA certificate of approval to perform the specified chemical analysis. A certified copy of the IEPA license certificate shall be sent by ADS to the County in accordance with the notice provisions of Section 22 of this Agreement.
- c. In order to establish initial water quality, the concentrations or parameters in water samples from each water well shall be determined and reported for four consecutive quarters during the first year. The laboratory analysis shall be reviewed and interpreted by a licensed environmental engineering firm ("Third Party Consulting Firm") selected by the County. A report by the Third Party Consulting Firm shall be sent to the County in accordance with Section 22 of this Agreement. The analysis shall be for, but not limited to, those constituents contained for Class I groundwater in 35 Ill. Adm. Code 620.410 and the routine constituents listed in paragraph 10(d). Organic constituents, such as Volatile Organic Constituents (VOC's), pesticides, and herbicides within the Class I groundwater list may be sampled once during the first year.
- d. After the initial water quality has been established, each water well shall be sampled semi-annually by ADS as long as the Landfill and/or the Expanded Landfill remain in operation. The samples shall be analyzed for, but not limited to, the following list of routine constituents:

Chloride Cl, Total MG/L  
 Sulfate SO, Total MG/L  
 Total Organic Halogen (TOX) UG/L (Unfiltered)  
 Nitrate-Nitrite N, DISS MG/L  
 Boron B, Total UG/L  
 Ammonia (NH3 and NH4) as N, Total MG/L  
 pH STD Units (Field Measured)  
 T Alkalinity, as Ca Co, MG/L Lab  
 Total Organic Carbon (TOC), as C, MG/L  
 Residue on Evaporation (ROE), MG/L

The list of routine constituents may be expanded if such a need is demonstrated by the Third Party Consulting Firm selected by the County. All expenses associated with the Third Party Consulting Firm's services shall be paid by ADS.

- e. This sampling shall continue annually until thirty (30) years after the IEPA certifies the closure of the Landfill or the Expanded Landfill, whichever occurs later ("the term of this Agreement"), at ADS' expense.
- f. Reports relating to such monitoring shall be timely provided by ADS, at its own expense, to the County in accordance with the notice provisions of Section 22 of this Agreement and to owners of affected wells.

Should any of the semi-annual or annual test results demonstrate, as determined by the Third Party Consulting Firm selected by the County and paid by ADS, that the groundwater from a well has been contaminated, ADS shall cause to be monitored the well(s) on a quarterly basis for the routine list of constituents in paragraph 10(d) and annually for the background list of constituents in paragraph 10(c) during the term of this Agreement. If ADS can prove that the well was not contaminated by the Property or the Expanded Landfill, the well monitoring frequency shall return to a semi-annual or annual basis for the routine list of constituents in paragraph 10(d).

**11. Contamination.**

If, at any time after the date that ADS first accepts waste at the Expanded Landfill and during the term of this Agreement any water supply well located within 1,500 feet of the perimeter of the Property or the Expanded Landfill is contaminated by the Landfill or Expanded Landfill or by the other operations on the Property or the Expanded Landfill, ADS agrees to provide an alternate potable water supply to that owner, which may include a new well to replace the contaminated well, within twenty-four (24) hours of notification to ADS from the owner of the contaminated well that the well, based upon the laboratory analysis and the engineering interpretation of samples submitted to an IEPA certified laboratory, has been so contaminated as determined by the County through its third party consulting firm. For purposes of this Agreement, the terms "contaminated" and "potable" shall have the meanings ascribed to them as set forth in Sections 3.63 and 3.65 of the Act and as set forth in the Class I groundwater standards in 35 Ill. Adm. Code 620.410. Should the aforesaid laboratory analysis show that water from any of the covered water supply wells exceeds the Class I groundwater standards and the background concentrations, that water supply well shall not be considered to be contaminated until 30 days subsequent to the date ADS is notified of the laboratory analysis. Immediately

thereafter, the obligations of this paragraph shall become applicable and ADS shall be obligated to provide an alternate potable water supply as required hereunder. During that 30 days ADS shall provide the owner of that well with bottled or trucked-in potable water. Within 30 days, the County's Third Party Consulting Firm shall resample the well and analyze the sample for the constituent(s) which exceed(s) the Class I groundwater standard(s) and the background concentration(s) as established in paragraph 10(c) of this agreement. If the constituent(s) exceed(s) the Class I groundwater standard(s) and the background concentration(s), the well shall be considered contaminated and the well shall continue to be monitored for the routine list of constituents in paragraph 10(d) on a semi-annual basis.

ADS shall not be responsible to provide an alternative potable water supply, nor shall it be responsible for monitoring any more frequently than semi-annually, for any wells that ADS can prove were not contaminated by the Property or the Expanded Landfill or by other operations on the Property or the Expanded Landfill. All expenses associated with the work performed by the County's third party consulting firm in accordance with this paragraph 11 shall be paid by ADS.

**12. Property Value Guarantee Plan.**

ADS agrees to comply with the program described as the "ADS Property Value Guarantee Plan" set forth in Attachment D hereunto and hereby incorporated by reference herein.

**13. Environmental Contingency Provision.**

In addition to the financial assurance requirements of the State of Illinois, ADS shall obtain the unconditional guarantee of its obligations hereunder from its corporate parent, on the form set forth in Attachment E and hereby incorporated by reference herein.

ADS shall also maintain an environmental pollution liability policy of insurance in an amount not less than One Million Dollars (\$1,000,000) for each loss and Two Million Dollars

(\$2,000,000) for all losses for its Landfill or Expanded Landfill located in McLean County Illinois, naming McLean County, Illinois as an additional insured under the policy of insurance and shall provide the Regional Pollution Control Site Hearing Committee of the McLean County Board with a copy of the certificate of insurance in force and effect and annual proof in the form of an insurance certificate showing that coverage remains in force and effect in the amounts required naming McLean County, Illinois, as an additional insured.

**14. Cooperation with Economic Development Council (EDC) of Bloomington Normal, McLean County.**

ADS agrees to work with the EDC in using the Landfill and the Expanded Landfill as a means to help attract new commercial and industrial facilities to the County. This could include, at the County's request, ADS providing design and operating information on the Landfill and the Expanded Landfill and ADS offering a disposal agreement (terms to be negotiated on a case-by case basis) to these prospective businesses which secures the same guarantee of disposal capacity as is offered to the County.

**15. Host Benefit Fee.**

Commencing on the Effective Date of this Agreement, ADS shall pay to the County a Host Benefit Fee for Non-hazardous Solid Waste disposed at the Landfill or Expanded Landfill. It is also agreed that Pollution Control Waste is exempt from the Host Benefit Fee. The Host Benefit Fee may be used by the County for such benefits, services and facilities as are customarily and legally permitted to be funded from the County's general fund. The Host Benefit Fee shall be calculated as follows:

- a. Beginning on the Effective Date of this Agreement, the Host Benefit Fee shall be \$5,000.00 per month or \$1.27 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month, whichever is greater.

- b. Beginning on the date ADS is granted the final, unappealable permits by the IEPA to develop the Expanded Landfill, the Host Benefit Fee shall be \$15,000.00 per month or \$2.54 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month, whichever is greater. Such payments shall conclude on such date that ADS or its successor/assignee permanently ceases the acceptance of Nonhazardous Solid Waste at the Landfill or Expanded Landfill, whichever date is later.

The Host Benefit Fees hereinbefore described shall be payable to the County on a monthly basis commencing on the 15th day of the month after this Agreement is executed, and thereafter on or before the 15th day of each month thereafter. Any Host Benefit Fee payment not received by the County by the above deadline shall be subject to a late charge of one (1%) percent of the total Host Benefit Fee per month. Such late charges shall accrue per month or fraction of the month in which the payment is late.

Each Host Benefit Fee payment shall be accompanied by a form prescribed by the County and stating the weight of the Nonhazardous Solid Waste received by the ADS Property during the payment period providing such other information as may be necessary for the County to assure compliance with this Agreement. This form shall be signed by ADS. The County shall be entitled to audit business records of ADS not less than on an annual basis to verify the amount of the Host Benefit Fee payments. ADS shall make available to the County scale tickets, sales invoices, daily billing summaries, account records and such other business records the auditor may request to conduct the audit. Provided, however, that ADS may provide these records to the County as confidential business records and the County agrees that such records shall be kept confidential, consistent with Section 18 of this Agreement, and such confidential business records shall not be provided for review or disclosed pursuant to a request under the Freedom of Information Act, unless otherwise ordered by a Court of Law.

**16. Compliance with Applicable Laws, Rules and Regulations.**

ADS warrants that it will at all times conduct its operations at the Landfill and the Expanded Landfill site in material compliance with all applicable laws, rules and regulations of the State of Illinois and the United States of America relevant thereto. The acceptance of payment of the Host Benefit Fee under this Agreement shall not be construed as a waiver by the County of material compliance by ADS with all applicable laws, rules and regulations; nor shall acceptance of said payment by the County otherwise restrain or prohibit the County from taking such legal action as may be necessary to protect the health, safety and general welfare of the residents of the County in the event of any material violation of any said laws, rules or regulations by ADS.

**17. County Duties or Responsibilities.**

The terms of this Agreement shall not be construed in any manner to impose upon the County any duties or responsibilities to provide any services or facilities to ADS beyond those which the County customarily provides to residents and businesses of a similar nature within McLean County.

**18. County Solid Waste Management Plan.**

The County shall include reference to this Agreement in its Solid Waste Management Plan and any modification thereto, provided its inclusion and the process by which it is included is consistent with the requirements of the Local Solid Waste Disposal Act and the Solid Waste Planning and Recycling Act.

**19. Indemnification.**

This Agreement does not create any legal relationship between ADS and the County (such as a joint venture or partnership) with regard to operation of the Landfill or the Expanded Landfill. Nor does the County undertake, by virtue of this Agreement, any responsibility or

liability for compliance with any laws, rules or regulations relating to the operation of said Landfill or Expanded Landfill or the depositing, storage or control of any wastes within the area of the Landfill or the Expanded Landfill. In the event that the County should be joined as a defendant in any legal action relating to the operation of the Landfill or the Expanded Landfill by ADS or alleging any environmental liability regarding the Landfill or the Expanded Landfill relating to such operation on the basis of this Agreement, ADS agrees to indemnify and save harmless the County from such liabilities or damages as may be claimed in said legal action, together with reasonable attorney's fees, expert fees and costs incurred by the County to defend itself against such legal action, except for actions involving the negligence of the County, its agents, employees or representatives or for actions not related to this Agreement.

**20. ADS' Waste Acceptance Policy.**

Notwithstanding the provisions of this Agreement, ADS has no obligation to dispose of any waste that does not satisfy ADS' waste acceptance policy. However, ADS specifically agrees to accept for disposal, at no charge, dead animal carcasses which originated on County highways and are delivered to the Landfill or Expanded Landfill by the County Highway Department.

**21. Amendment to Agreement.**

This Agreement may not be amended except by an Agreement signed in writing by all parties hereto.

**22. Delivery of Notices.**

All notices under this Agreement, including notices required to be made to the Regional Pollution Control Site Hearing Committee or County Administrator shall be personally delivered or sent by certified mail to the Chairman of the McLean County Board, P.O. Box 2400,

Bloomington, Illinois, 61702-2400 and to ADS at 2112 West Washington Street, Bloomington, IL 61704 and all notices shall be effective upon receipt.

**23. Landfill Design and Operation.**

ADS shall have sole design control over the Landfill and the Expanded Landfill during the life of the facilities, subject only to the right of the County to require that it be designed in compliance with all applicable federal, state, and local laws and regulations.

ADS shall operate the Landfill and Expanded Landfill in a manner to minimize the impacts on the surrounding land uses. More specifically, the following operating standards shall apply to the operation of the Landfill and the Expanded Landfill.

a. Excessive Wind.

ADS shall stop accepting waste subject to wind entrainment and will cover the active face during excessive winds. A wind speed indicator shall be located at the active face of the Landfill and the Expanded Landfill within 30 days of the Effective Date of this Agreement. Excessive winds are defined as one or all of the following:

- i. during tornado warnings as reported by the National Weather Service for McLean County, Illinois.
- ii. when sustained winds reach 35 mph.
- iii. when site operations are not able to control paper blowing off-site, in the opinion of the Director of the McLean County Building and Zoning Department.

b. Litter Control.

ADS shall erect and maintain a 6-foot high chain link perimeter fence. ADS shall utilize a sufficient number of temporary litter fences placed end to end to line the entire leeward side of the active face. ADS shall inspect the Property and the Expanded Landfill on a daily basis to insure litter is being adequately controlled and ADS shall

have sufficient manpower available to pick up windblown paper if excessive litter accumulates due to excessive winds.

c. Dust Control.

ADS shall use its best efforts to prevent dust from leaving the Landfill and Expanded Landfill. ADS agrees to promptly correct said dust problems when identified by the McLean County Building and Zoning Director and communicated to ADS by same. *Spinkley*

d. Mud Tracking.

ADS shall provide and maintain a sufficient length of road on the Property and the Expanded Landfill to allow out-going trucks to reach a speed sufficient to aid in tire cleaning. ADS shall provide periodic cleaning of the paved main access to roads to the fill area to prevent accumulation of mud and fines.

e. Fire Protection.

To minimize the threat of fire at this facility, several steps shall be taken. This includes, but is not limited to, restricting public access, checking incoming loads for the potential for fire hazard, maintaining equipment, prohibiting smoking, and maintaining a gas detecting system. Instruction in fire fighting procedures shall be routinely provided for site personnel. Open burning shall be prohibited at the Landfill and Expanded Landfill.

The Landfill and Expanded Landfill shall maintain several types of equipment on-site that may be used in fire fighting efforts. Earthmoving equipment that is utilized on a daily basis for landfill operations may be used to move and apply cover material to smother fires. Cover material is readily available on-site for fire control purposes. The water truck, with full capacity, shall be available and on site to assist with fire control.

Water from the on and off-site retention basin locations shall be used as a supplementary source. Should a fire occur at the Landfill or Expanded Landfill, the burning material shall be removed to a pre-selected location away from the daily fill face and shall be segregated and smothered with clean soil. The Bloomington Township Fire Department shall be contacted by ADS if ADS personnel are unable to extinguish a fire. Emergency phone numbers shall be posted in the maintenance building and scale house. Radios shall be maintained on equipment and in the buildings for efficient communication.

The facility shall maintain a supply of fire extinguishers that can be utilized. These extinguishers shall be located in the maintenance building and scale house. Dedicated fire extinguishers shall be carried on the equipment at all times and can be utilized to control any small fire that may occur. Extinguishers shall be maintained in conformance with State and local fire codes and regulations.

f. Traffic Safety.

The transportation plan for the Landfill and Expanded Landfill utilizes the existing off-site roadways. It is expressly agreed by ADS that all vehicles entering and exiting the Landfill and Expanded Landfill shall have a gross weight not to exceed 73,280 pounds. These off-site roadways include Oakland Avenue. The traffic patterns of these public roads that access the facility have been analyzed and the operation of the Landfill has had a negligible effect on traffic in the site vicinity.

A combination of existing on-site all-weather roadways and newly constructed roadways are used for on-site traffic. The main entry roadway is located on Oakland Avenue. Fencing with a lockable gate restricts unauthorized access to the site. The main entry road located on Landfill or Expanded Landfill property shall have an all-weather surface from Oakland Avenue to the weight scale. The on-site road used for one- and

two-way traffic shall be a minimum of 10 to 20 feet wide, respectively. Also, all roadways shall be crowned to promote drainage. Mud tracking off-site is controlled by the travel distances from the active fill face to the County road and installation of rumble strips near the scale such that any loose mud shall be dislodged from the delivery vehicle prior to exiting the site. A sweeper shall be utilized to collect mud from on-site roadways and public roadways near the entrance, if necessary. Traffic signs are posted, where applicable, to assist vehicles with entering and exiting the facility, and accessing the active face. Only landfill and authorized personnel will be allowed into the Landfill and Expanded Landfill before or after operating hours. Trucks shall not be allowed to park on public roadways in front of or near the entrance. Arriving trucks must travel at least two truck lengths apart. All open trucks and trailers shall be tarped or covered and swept out at the active face prior to leaving the site. The drivers must come to a complete stop prior to exiting the main entrance. Drivers shall be periodically notified and reminded of the site procedures. Drivers who disregard these procedures shall be reprimanded and upon future infractions shall be denied future access to site.

g. Hours.

ADS shall accept waste Monday through Saturday at the Landfill and Expanded Landfill. Operating hours shall be no sooner than 6:00 a.m. and no later than 6:00 p.m. on Monday through Friday. Operating hours shall be 6:00 a.m. through Noon on Saturday. Exceptions may be made for declared emergencies, in which case the parties hereto shall abide by the rules and regulations of the Illinois EPA.

h. Noise.

ADS' landfill equipment shall have properly installed and operating manufacturer mufflers at all times.

**24. County Obligations.**

The County, provided that the Siting Application for the Expanded Landfill is approved, shall utilize its best effort to assist ADS in obtaining all necessary permits from the Illinois Environmental Protection Agency for the construction and operation of the Expanded Landfill.

**25. Force Majeure.**

The obligations with respect to the performance of this Agreement by either party (except for the payment of money, as explained further below) shall be suspended and extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of either party including, without limitation, Acts of God (except weather conditions normal for the geographic area of the facility); epidemic, landslide, lightning, tornado, earthquake, fire, explosion, flood or similar occurrence; an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance or other similar occurrence that may have a material adverse effect on the construction or operation of the Landfill or the Expanded Landfill; and any change in Law which has a material effect on the construction or operation of the Landfill or the Expanded Landfill, including the order or judgment of any court, provided such order or judgment is not the result of negligence, failure or wrongful action or omission on the part of the party involved. In the event of disruption of services under any such circumstances, each party will make every reasonable effort to overcome the cause of cessation of services and to reopen the Landfill or the Expanded Landfill as soon as practicable after the cessation of the cause of suspension of services.

ADS' obligation with respect to the minimum \$5,000 Host Benefit Fee as required by Section 15(a) of this Agreement shall be suspended in the event that the IEPA does not timely complete review or grant ADS' permit application to develop, construct or operate the Landfill Expansion within the 180-day time period to do so pursuant to Section 39(a) of the Illinois

Environmental Protection Act, 415 ILCS 5/39(a). During the time of suspension, ADS shall pay to the County a Host Benefit Fee of \$1.27 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month until IEPA grants a final, unappealable permit to ADS for its Landfill Expansion. Thereafter, the provisions of Section 15(b) of this Agreement shall take effect.

**26. Enforcement.**

The parties agree that either party shall have the right to enforce this Agreement by an action in McLean County Circuit Court. Each party agrees to notify the other party of any alleged violation or breach of this Agreement, in an effort to resolve the dispute without requiring suit in McLean County Circuit Court.

**27. Notice of Violation**

Prior to commencing any suit to enforce this Agreement, the complaining party agrees to give the other party reasonable written notice of any alleged non-compliance, whereupon the parties agree to make a reasonable effort to resolve the alleged violation or dispute to the mutual satisfaction of both parties.

If a material violation of this Agreement is not corrected by ADS to the satisfaction of the County, the parties agree that the County may seek any and all appropriate relief.

**28. Confidentiality**

The County shall not disclose or release any documents, records, or other information that constitutes proprietary or confidential business information of ADS, including, but not limited to, information regarding customers and pricing to any third parties unless ordered to do so by the Court. It is intended that disclosure of such information be limited to public officials in their official capacity with the County who have a need to review such information for purposes of enforcing this Agreement.

**29. Insolvency, Bankruptcy and Memorandum of Agreement.**

If ADS, or its successors and assigns for purposes of this Agreement, shall (1) at any time during the term of this Agreement have proceedings in bankruptcy instituted against it and be unable to pay its debts as they become due, or (2) if any execution or attachment of the Property or the Expanded Landfill shall issue against ADS, or its successors and assigns for the purposes of this Agreement, whereupon the Property or the Expanded Landfill shall be taken or attempted to be taken, or (3) a receiver or trustee shall be appointed for the Property or the Expanded Landfill, or (4) if this Agreement shall, by operation of law, devolve upon or pass to any person or persons other than ADS, or its successors and assigns for purposes of this Agreement, then, and in each of said cases, County, at its election may terminate this Agreement and be discharged from any future obligations of performance. The parties agree to execute and record a Memorandum of Agreement setting out the identities of the parties, the existence of this Agreement, and a description of the Property or the Expanded Landfill.

**30. Severability and Applicable Law.**

If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this Agreement that the same would have been adopted had such invalid provision, if any, not been included herein. This Agreement shall be governed by the laws of the State of Illinois.

**31. Authority to Enter Into Agreement.**

ADS hereby represents and warrants that it is a valid and existing Delaware corporation authorized to do business in Illinois and that the individuals executing this Agreement have been duly authorized by the corporation to act on its behalf and enter into this Agreement. ADS agrees to provide the County with sufficient proof of said authorization which proof shall include

but not be limited to an appropriate corporate resolution authorizing the execution of this Agreement.

**32. Agreement Review and Amendments**

This Agreement shall be subject to review every year from the Effective Date of this agreement, or any amended agreement, at the request of either party. This provision does not prevent the parties upon mutually agreeing at any time to discuss problems or any matters of interest or concern. The purpose of the annual reviews will be to discuss the status of this Agreement, or any amended agreement, and allow each party to suggest further amendments based upon a change in circumstances arising since the time of this agreement or any amended agreement.

**33. Repeal of Tipping Fee Ordinance**

Upon execution of this Agreement, the County's Tipping Fee Ordinance and Agreement entered into by the parties hereto dated November 19, 1991, shall be repealed and rescinded respectively.

**34. Termination**

This Agreement shall terminate on the earlier date of either of the following two occurrences:

1. a final unappealable decision, ruling, order or ordinance is issued denying siting approval of the Siting Application for the Expanded Landfill, or the period of time to appeal such decision, ruling, order or ordinance has expired; or
2. a final, unappealable decision, ruling or order is issued upholding the denial of a permit from the IEPA to develop or operate the Expanded Landfill, or the period of time to appeal such decision, ruling or order has expired.

Notwithstanding the provisions of Section 33, if the Agreement is terminated, the County shall have the right to reinstate and/or reenact its Tipping Fee Ordinance and Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto on the day and year indicated on the first page of this Agreement.

ADS OF ILLINOIS, INC.

BY:

ITS:

PRESIDENT

ATTEST:

BY:

ITS:

Betty A. Donaldson

COUNTY OF MCLEAN

BY:

Michael F. Sweeney  
Chairman, McLean County Board

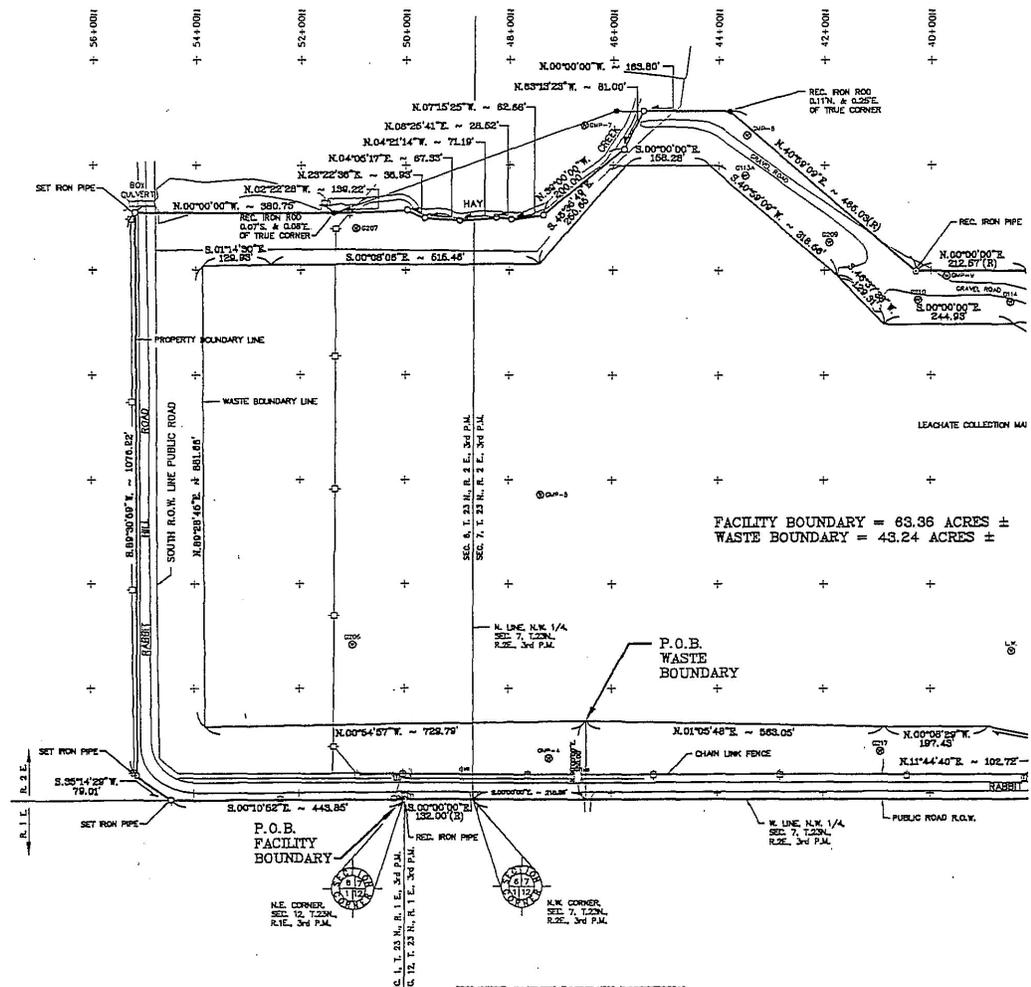


ATTEST:

BY:

Peggy Ann Milton  
Peggy Ann Milton  
Clerk of the McLean County Board

**ATTACHMENT A**  
**DESCRIPTION OF PROPERTY**



FACILITY BOUNDARY = 63.36 ACRES ±  
 WASTE BOUNDARY = 43.24 ACRES ±

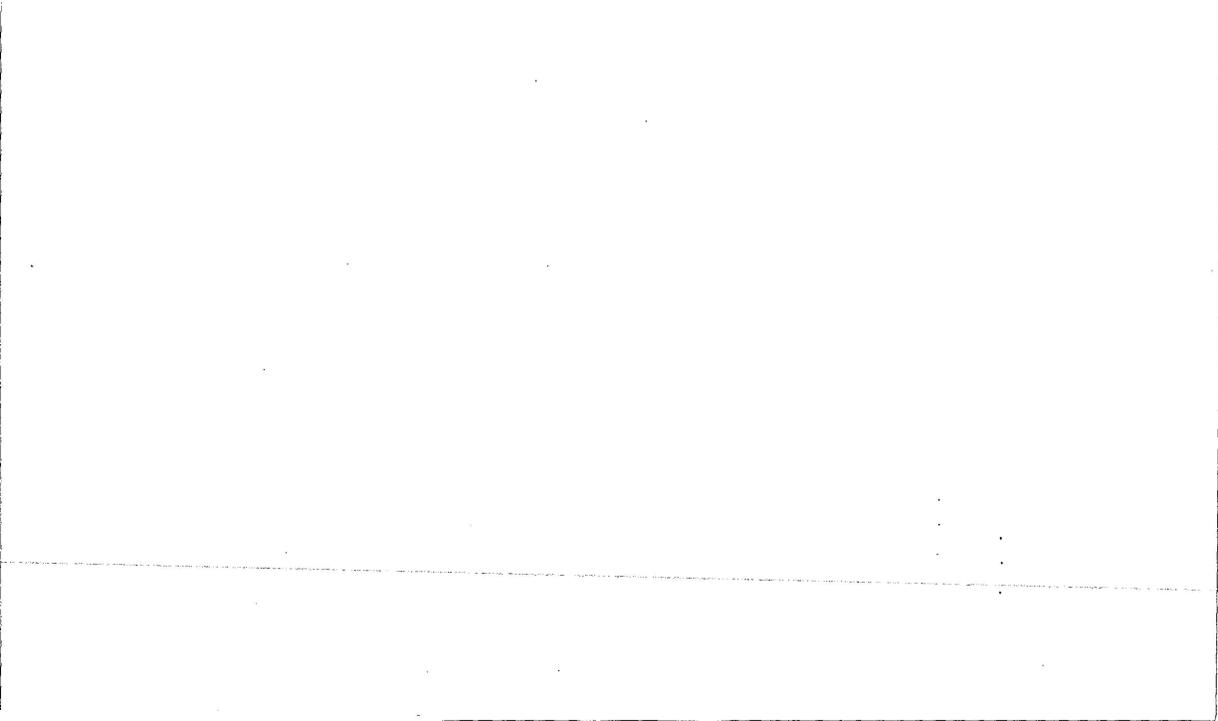
**EXPANDED FACILITY BOUNDARY DESCRIPTION**

PART OF THE SOUTHWEST QUARTER OF SECTION 6 AND PART OF THE NORTHWEST QUARTERS OF SECTION 7, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH 00°00'00" EAST ON THE RANGE LINE 188.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE CONTINUE SOUTH 00°00'00" EAST ON THE RANGE LINE 248.26 FEET; THENCE SOUTH 00°00'00" EAST 183.86 FEET; THENCE NORTH 31°26'24" EAST, 705.22 FEET; THENCE NORTH 29°09'04" EAST, 277.68 FEET; THENCE NORTH 25°57'02" EAST, 177.85 FEET; THENCE NORTH 60°02'58" WEST, 32.85 FEET; THENCE NORTH 32°29'24" EAST, 484.86 FEET; THENCE NORTH 00°00'00" EAST, 232.57 FEET; THENCE NORTH 40°58'09" EAST, 446.03 FEET; THENCE NORTH 00°00'00" WEST, 183.80 FEET; THENCE NORTH 05°13'25" WEST, 81.00 FEET; THENCE NORTH 05°00'00" WEST, 200.00 FEET; THENCE NORTH 07°15'25" WEST, 82.56 FEET; THENCE NORTH 02°25'41" EAST, 62.56 FEET; THENCE NORTH 04°21'14" WEST, 71.19 FEET; THENCE NORTH 04°00'17" EAST, 67.33 FEET; THENCE NORTH 23°22'36" EAST, 36.93 FEET; THENCE NORTH 02°22'58" WEST, 136.22 FEET; THENCE NORTH 00°00'00" WEST, 366.76 FEET; THENCE SOUTH 89°30'55" WEST, 1078.22 FEET; THENCE SOUTH 89°14'25" WEST, 78.01 FEET TO A POINT ON THE RANGE LINE; THENCE SOUTH 00°10'02" EAST ON THE RANGE LINE, 307.15 FEET TO THE POINT OF BEGINNING, CONTAINING 63.36 ACRES, MORE OR LESS, ALL BEING SITUATED IN McLEAN COUNTY, ILLINOIS.

PART OF THE NORTHWEST QUARTERS OF SECTION 6 AND PART OF THE NORTHWEST QUARTERS OF SECTION 7, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH 00°00'00" EAST ON THE RANGE LINE 188.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE CONTINUE SOUTH 00°00'00" EAST ON THE RANGE LINE 248.26 FEET; THENCE SOUTH 00°00'00" EAST 183.86 FEET; THENCE NORTH 31°26'24" EAST, 705.22 FEET; THENCE NORTH 29°09'04" EAST, 277.68 FEET; THENCE NORTH 25°57'02" EAST, 177.85 FEET; THENCE NORTH 60°02'58" WEST, 32.85 FEET; THENCE NORTH 32°29'24" EAST, 484.86 FEET; THENCE NORTH 00°00'00" EAST, 232.57 FEET; THENCE NORTH 40°58'09" EAST, 446.03 FEET; THENCE NORTH 00°00'00" WEST, 183.80 FEET; THENCE NORTH 05°13'25" WEST, 81.00 FEET; THENCE NORTH 05°00'00" WEST, 200.00 FEET; THENCE NORTH 07°15'25" WEST, 82.56 FEET; THENCE NORTH 02°25'41" EAST, 62.56 FEET; THENCE NORTH 04°21'14" WEST, 71.19 FEET; THENCE NORTH 04°00'17" EAST, 67.33 FEET; THENCE NORTH 23°22'36" EAST, 36.93 FEET; THENCE NORTH 02°22'58" WEST, 136.22 FEET; THENCE NORTH 00°00'00" WEST, 366.76 FEET; THENCE SOUTH 89°30'55" WEST, 1078.22 FEET; THENCE SOUTH 89°14'25" WEST, 78.01 FEET TO A POINT ON THE RANGE LINE; THENCE SOUTH 00°10'02" EAST ON THE RANGE LINE, 307.15 FEET TO THE POINT OF BEGINNING, CONTAINING 43.24 ACRES, MORE OR LESS, ALL BEING SITUATED IN McLEAN COUNTY, ILLINOIS.



**ATTACHMENT B**  
**MCLEAN COUNTY LANDFILL SITE PLAN**



**ATTACHMENT C**

**PROCEDURES FOR DETERMINING REMAINING  
CAPACITY**

**and**

**THE ORIGIN OF WASTE**

I.

**METHODOLOGY**

Calculation of the remaining capacity of a landfill involves calculating the volume between the existing grades and the permitted top of waste grade. The landfill owner or operator must survey the landfill's existing grades at the end of each reporting period. Specific requirements for the reporting period, topographic maps, and calculations are detailed below.

Reported Period. The recommended reporting period is from January 1 to December 31. This provides for a simple calculation of the annual usage of airspace. However, it is not always possible to conduct surveys on these dates; therefore, this is not a hard deadline. In any event, the surveys should be scheduled so that they are approximately one year apart and the calculations can be completed before the IEPA's reporting deadline. The landfill owner or operator is required to report the exact dates when the surveys were performed.

Topographic Surveys and Maps. Topographic surveys may be conducted using aerial photogrammetry, traditional field surveying methods, or a combination of these two methods. If a previous topographic map exists, only those areas affected by landfill development and filling need to be surveyed. Regardless of the method used, the survey shall be accurate to within one foot vertically. The horizontal scale of the resulting topographic map shall be equal to or greater than 1-inch equals 200 feet. The maximum contour interval shall be two feet. Aerial photogrammetry shall be used at least every 5 years. All topographic maps shall show the permitted limits of waste placement and the actual date of the aerial or field survey. Areas that exceed permitted horizontal and vertical limits shall be highlighted and noted on topographic maps.

The topographic maps showing the existing and previous grades will have to be modified to account for all permitted areas that are undeveloped, all stockpiles on the landfill, and any other features that could affect the remaining capacity calculations. The modifications are made by blending the contours of the topographic maps to those on the facility's design drawings. In all, three topographic maps will be used. These include: 1) grades at end of previous reporting period (and the beginning of the current reporting period); 2) grades at end of the current reporting period; and, 3) grades of the permitted top of waste surface. These three maps will be used to calculate the volume of airspace consumed over the reporting period and the volume of airspace remaining at the landfill. In theory, only the second map will need to be generated as the other were prepared for previous reports.

Airspace Calculations: Two volumes will be calculated. First, the airspace consumed over the reporting period is calculated by determining the difference between the grades of the top of waste (or the permitted base grades for undeveloped areas) at the start of the reporting period and the grades of the top of waste at the end of the reporting period. Second, remaining airspace is calculated by determining the difference between the grades of the top of waste at the end of the reporting period and the grades of the final top of waste surfaces.

Volume calculations can be performed using manual or computer methods. A typical manual method is an end-area cross section method. If this type of method is chosen, the distance between cross sections shall be sufficiently spaced to calculate the desired volumes.

A computer method may also be used to calculate volumes. If the topographic maps are in a CAD format, many software packages will calculate the difference between two surfaces. The difference between the two surfaces will be the airspace calculations. It is important that

any adjustments to the calculations or maps be made before finalizing the resulting calculations. These adjustments must be thoroughly documented in the submittal.

Whichever method is chosen, the landfill owner or operator shall attach all calculations and assumptions to the remaining capacity submittal to demonstrate the airspace volumes are correct.

Gate Receipt Calculations. Gate receipt calculations are important to show how much waste can be placed in the landfill on an as-received basis. The owner or operator is required to submit calculations demonstrating the total volume of all wastes accepted at the landfill during the reporting period. The total volume of all waste (including fee-exempt wastes) accepted during the reporting period shall coincide with the volumes and tonnage reported along with the host fee submittal. If the landfill is equipped with scales and the host fee is reported in tons, the as-received waste density in tons per cubic yard shall be submitted.

## II.

### WASTE ORIGIN

For purposes of determining the volume of the reserved disposal capacity actually utilized during any calendar year for waste originated from within the County pursuant to Section 6 of the Agreement, ADS shall provide the County with the volume it has determined was disposed that originated from within the County during any calendar year. ADS' determination shall be based upon computer-generated records maintained by ADS which identify each load by waste hauler and volume of waste disposed by that hauler, along with ADS' knowledge of the waste hauler's current and historic collection practice and geographic location covered by such collection practice. The County shall be entitled to review the

computer-generated records at ADS not less than an annual basis to verify the information provided by ADS. ADS shall make available to the County the scale tickets, and such other business records the auditor may request to conduct the review. Provided, however, that ADS may provide these records to the County as confidential business records and the County agrees that such records shall be kept confidential, consistent with Section 18 of this Agreement, and such confidential business records shall not be provided for review or disclosed pursuant to a request under the Freedom of Information Act, unless otherwise ordered by a Court of Law.

o 4.2.20  
14

**ATTACHMENT D**  
**PROPERTY VALUE GUARANTEE PLAN**

## ADS PROPERTY VALUE GUARANTEE PLAN

As a condition of the Host County Agreement with McLean County, which is incorporated by reference herein, ADS agrees to provide the following Property Value Guarantee Plan.

### I. Definitions

- A. The definitions of the terms defined in the Host County Agreement are to be utilized in interpreting this Plan.
- B. Additional definitions.
1. "Application" means the application provided by ADS and completed by an Owner which is used to determine the eligibility of the Owner's Property under the Guarantee.
  2. "Appraiser" means a properly licensed appraiser by the State of Illinois.
  3. "Guarantee Certificate" means the certificate provided by ADS to an Owner establishing the Value of Property.
  4. "Guarantee Plan" means the Property Value Guarantee Plan of ADS set forth in this document.
  5. "Loss" means the difference between the Value at Sale and the Value shown on the Guarantee Certificate.
  6. "Occupied Dwelling" means a permanent building that is currently being used on a regular basis for human habitation.
  7. "Owner" means the legal entity, individual or individuals holding title to any Property or the legal entity, individual beneficiary or beneficiaries of a trust which holds title to any Property on the effective date of the Host County Agreement.
  8. "Property" means real property eligible to qualify for the benefits of this

Property Value Guarantee Plan. Property includes land, but only existing structures as well as improvements and additions to those existing structures.

9. "Realtor" means a person licensed by the State of Illinois to sell real estate.

10. "Sale of Property" means the transfer of the ownership of an Owner where the Owner is willing to sell and the Purchaser is willing to purchase the Property in an arms length transaction at a certain price.

11. "Value" means the fair market value of a Property evidenced by the Guarantee certificates as of the date of the Guarantee Certificate.

12. "Value at the Sale" means the fair market value of a Property at the time of Sale.

## **II. Eligibility for the Guarantee Plan**

Each Owner of real property of record, prior to the date ADS is issued an IEPA Permit to construct the Expanded Landfill, which is located within the area identified as being within one quarter mile of the Expanded Landfill, is eligible to qualify for the benefits of this Guarantee Plan with respect to the Owner's Property, provided there is an Occupied Dwelling on the real property that is within one quarter mile of the Expanded Landfill, subject to the terms and conditions stated in this Property Value Guarantee Plan and subject to such Owner's compliance with the requirements of this Property Value Guarantee Plan.

## **III. Procedure for Qualification**

### **A. Application.**

Within 60 days of the beginning of the permitted operation of the Expanded Landfill, ADS shall send, by certified mail, an Application to each taxpayer of record as determined by the authentic tax records of the County in which the real property is located for the real property

located within the area identified as being within one quarter mile of the Expanded Landfill. An Application shall be completed by the Owner and returned to ADS by the date specified in the Application which shall be no sooner than sixty days after the Application is mailed by ADS. Any owner failing to complete and return the Application within the specified time period will not qualify for the Property Value Guarantee Plan.

**B. Determination of Value.**

1. After receiving a completed Application from an Owner, ADS shall arrange for an Appraisal of the Property by an Appraiser to determine the Value of the Property. ADS shall make a copy of the Appraisal available to the Owner.
2. If an Owner disagrees with the Value of the Property as determined in the Initial Appraisal, the Owner may arrange for a second Appraisal at the Owner's expense, which Appraisal shall be completed by an Appraiser within 30 days of the Owner's receipt of the initial Appraisal. The Owner shall send Appraisal to ADS within two weeks of its completion. If the difference between the Appraisals is five percent (5%) or less of the greater Appraisal, the Value shall be the average of the two Appraisals. If the difference between the two Appraisals is greater than five percent (5%) of the greater Appraisal, then a third Appraisal shall be conducted by an Appraiser chosen jointly by the Owner and ADS and shall be completed within 90 days of the Owner's receipt of the initial Appraisal. The Value shall be determined from the third Appraisal. The cost of the third Appraisal will be shared equally by ADS and the Owner.

**C. Guarantee Certificate.** After determination of the Value of the Property, ADS shall send to the Owner a Guarantee Certificate which establishes that the Owner has qualified for the benefits of the Property Value Guarantee Plan and is entitled to compensation for any Loss directly attributable to the operation of the Expanded Landfill.

D. Revised Value. Upon request of an Owner, ADS will conduct a new Appraisal of the Property at ADS's expense if: (i) seven (7) years have elapsed since the issuance of a Guarantee Certificate with respect to the Property, (ii) at least \$10,000.00 in improvements to the Property have been documented, which improvements shall be of the type which would increase the tax basis of the Property under the Internal Revenue Code, and (iii) a copy of receipts or other written documentation for the improvements have been provided. Upon completion of the revised Appraisal, the Value of the Property will be adjusted and a revised Guarantee Certificate will be issued. If the Owner disagrees with the revised Appraisal, the procedure described in Section B.2 above shall be available to the Owner.

#### IV. **Benefits Provided by the Guarantee Plan**

An Owner who has qualified under the terms of the Guarantee Plan and received a Guarantee Certificate shall receive compensation from ADS for the portion of any Loss directly attributable to the operation of the Expanded Landfill based upon the initial determination of value as outlined above. Compensation paid by ADS will be equal to the portion of the Loss directly attributable to the past and current operations on the Expanded Landfill. The Guarantee Plan does not provide benefits for any Loss which is not directly attributable to the operation of the Expanded Landfill.

#### V. **Owner Agreements**

To be eligible to receive benefits under this Guarantee, an Owner shall:

1. Notify ADS in writing within two weeks after listing the Property for sale with a Realtor for 180 days;
2. Notify ADS in writing within one week of the receipt of an offer to purchase the

Property and include a copy of the terms of the offer signed by the potential buyer.

3. Accept any bona-fide offer during the 180 day listing period in which the Value of Sale meets or exceeds the Value of the Property.

4. If the Owner desires to accept an offer for less than the Value of the Property at any time, he or she shall first give to ADS the right, but not the obligation, to at any time within 30 days from its receipt of such notice to purchase the Property at the price offered by such other party; and

5. Permit ADS, its agents or employees the right to appraise the Property.

6. If ADS does not exercise its right under subsection V(A)(4); notify ADS in writing within one week of the execution of a contract to sell the property and include a copy of the contract.

**VI. Claims Procedure**

A. To be eligible for benefits under this Guarantee, the Owner must comply with the following claims procedure.

1. An Owner shall make a claim for benefits within 90 days of the closing of the sale of Property.

2. A Claim for benefits shall be filed with ADS and shall include a copy of a valid Guarantee Certificate, evidence of the Value of Sale and a report by an Appraiser demonstrating that the Loss in Value was directly attributable to the operation of the Expanded Landfill.

B. ADS may conduct its own Appraisal by an Appraiser to verify the Value at Sale and to determine the cause of any Loss.

**ATTACHMENT E**  
**ENVIRONMENTAL CONTINGENCY FUND**  
**GUARANTY**

This Environmental Contingency Fund Agreement (the "Guaranty") is made and entered into by and between McLean County, Illinois ("County") and ADS of Illinois, Inc. ("ADS") as part of the Host County Agreement (the "Agreement") with ADS to which this Guaranty is attached. This Guaranty is to be interpreted and constructed in a manner consistent with the Agreement and the defined terms contained in the Agreement are utilized in the construction and interpretation of this Guaranty. The Agreement is incorporated by reference herein.

In addition to the financial assurance requirements of the State of Illinois applicable to waste facilities of this type and kind, beginning on the Effective Date of the Agreement and continuing for a period of thirty (30) years subsequent to IEPA-certified closure of the Landfill or Expanded Landfill, whichever occurs later, ADS hereby agrees to provide up to \$1 million in the event ADS breaches and fails to cure any of its obligations within such time limits as may be contained in the Agreement or as may be reasonably imposed by the County in a notice served upon ADS by the McLean County Health Department (the "Health Department") for the investigation and remediation of (a) any release or substantial threat of release of a substance defined as hazardous pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C., Section 9601, or pursuant to the Act and the regulations adopted thereunder ("Hazardous Substance") from the Landfill or the Expanded Landfill into the environment; or (b) any other conditions or occurrences subsequently caused by ADS' operations on the Landfill or the Expanded Landfill which create circumstances of substantial danger to the environment or to the public health, safety or welfare. Such notice from the Health Department shall include a copy of the investigation or, in the absence of a written investigation report, an adequate description of the factual circumstances at the Landfill or the

12/1/00  
5

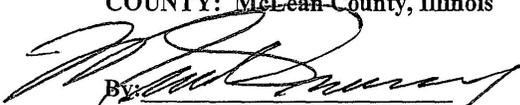
Expanded Landfill triggering ADS' obligation and/or remediation required to be performed by ADS and an opportunity for ADS to perform such remediation within a reasonable time. The County shall have the right to call upon ADS to perform this Guaranty, but only in the event that ADS fails, without legal cause rising to the level of a defense to an action brought by or on behalf of the United States Environmental Protection Agency or by the IEPA, to provide such remediation. The County shall have the right to obtain from the McLean County Circuit Court, in the Court's discretion, an Order allowing the County to call upon ADS to perform pursuant to this Guaranty for the purposes set forth herein.

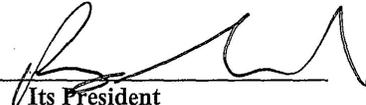
The County's right to call upon this Guaranty shall be in addition to any enforcement rights the County may have under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

COUNTY: McLean County, Illinois

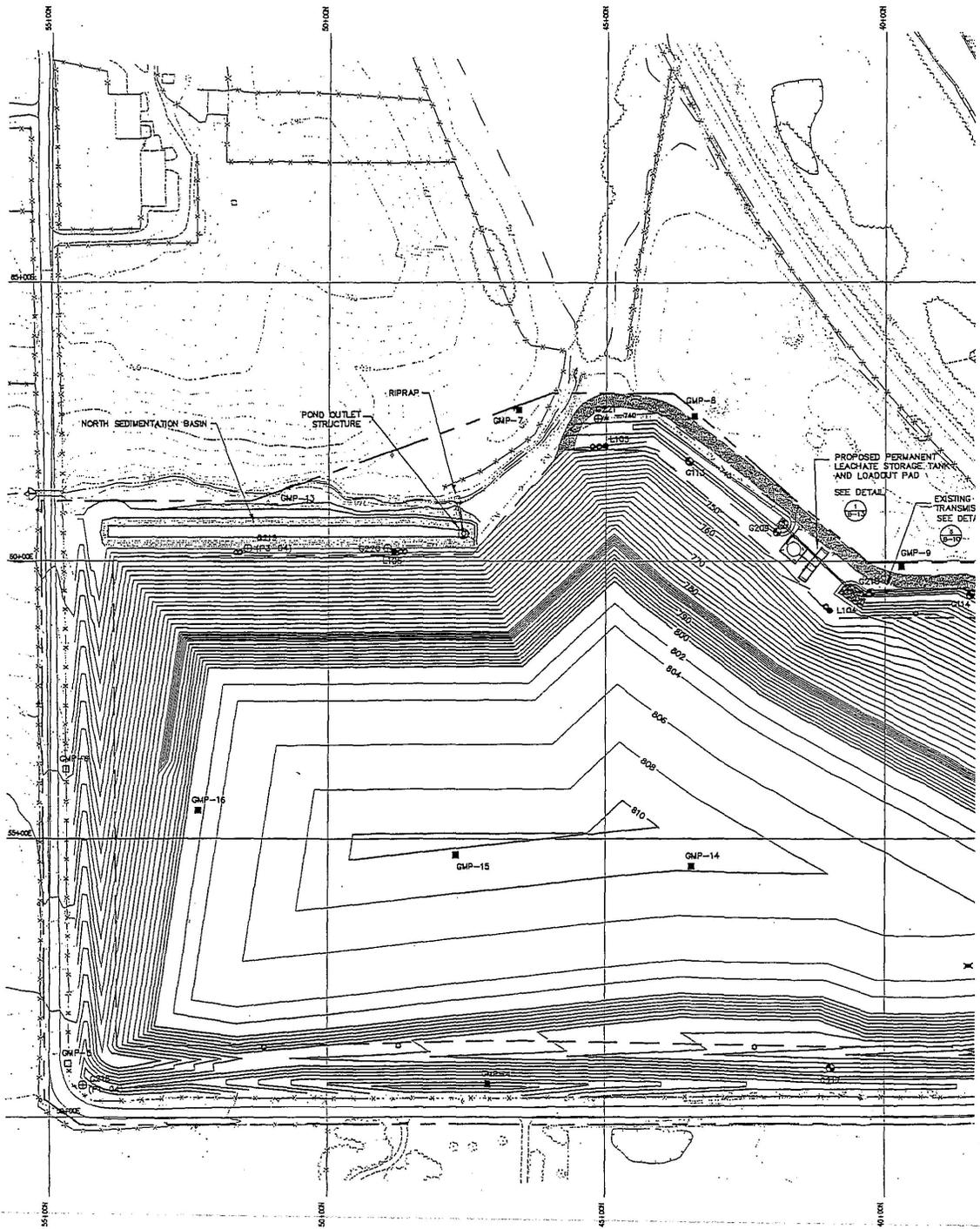
OPERATOR: ADS of Illinois, Inc.

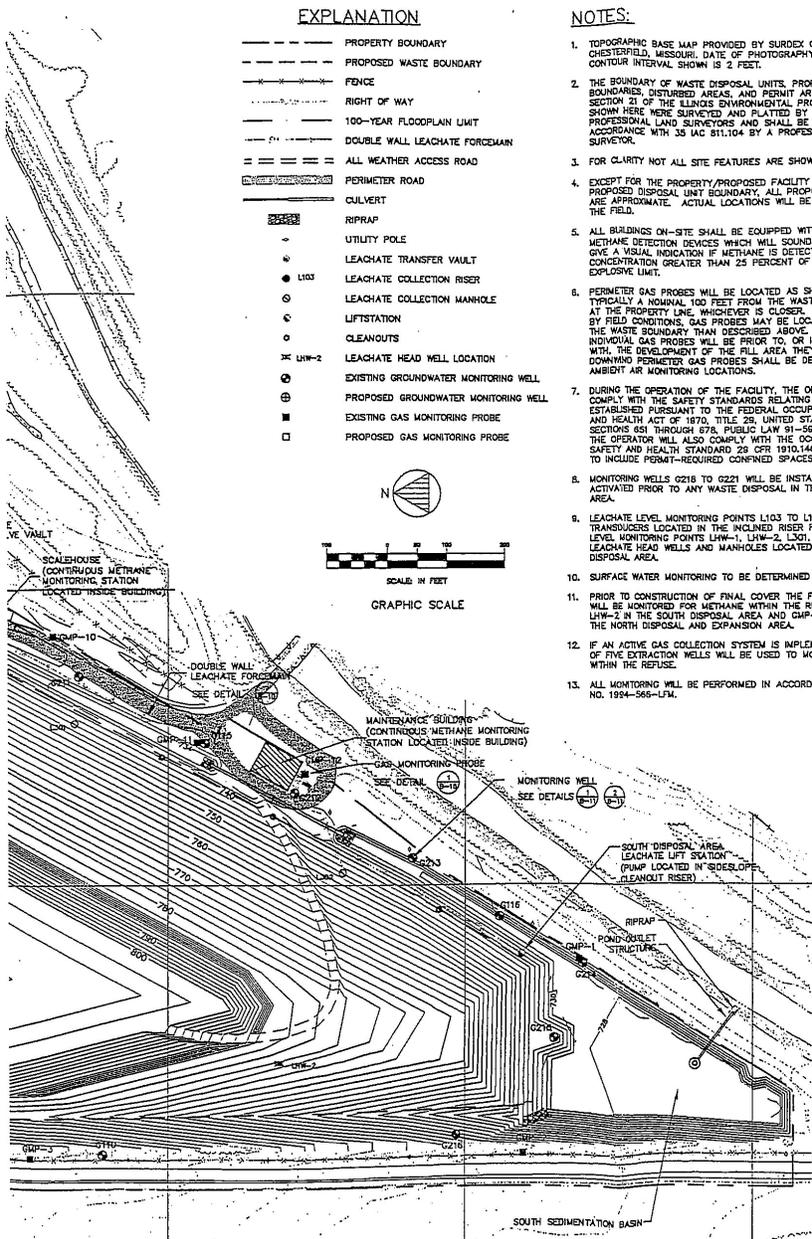
By:   
Michael F. Sweeney, Chairman  
McLean County Board

By:   
Its President

By:   
Peggy Ann Milton, Clerk of the  
McLean County Board

(Seal)



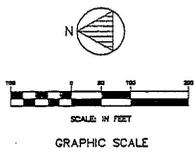


**EXPLANATION**

- PROPERTY BOUNDARY
- - - PROPOSED WASTE BOUNDARY
- ===== FENCE
- RIGHT OF WAY
- 100-YEAR FLOODPLAIN LIMIT
- ===== DOUBLE WALL LEACHATE FORCEMAIN
- ===== ALL WEATHER ACCESS ROAD
- ===== PERIMETER ROAD
- ===== CULVERT
- ===== RIPRAP
- UTILITY POLE
- LEACHATE TRANSFER VAULT
- LEACHATE COLLECTION RISER
- LEACHATE COLLECTION MANHOLE
- LIFTSTATION
- CLEANOUTS
- LHW-2 LEACHATE HEAD WELL LOCATION
- EXISTING GROUNDWATER MONITORING WELL
- PROPOSED GROUNDWATER MONITORING WELL
- EXISTING GAS MONITORING PROBE
- PROPOSED GAS MONITORING PROBE

**NOTES:**

1. TOPOGRAPHIC BASE MAP PROVIDED BY SURDEX CORPORATION, CHESTERFIELD, MISSOURI, DATE OF PHOTOGRAPHY: JULY 2, 2003. CONTOUR INTERVAL SHOWN IS 2 FEET.
2. THE BOUNDARY OF WASTE DISPOSAL UNITS, PROPERTY BOUNDARIES, DISTURBED AREAS, AND PERMIT AREAS SUBJECT TO SECTION 21 OF THE ILLINOIS ENVIRONMENTAL PROTECTION ACT SHOWN HERE WERE SURVEYED AND PLATTED BY VARIOUS PROFESSIONAL LAND SURVEYORS AND SHALL BE MAINTAINED IN ACCORDANCE WITH 35 IAC 811.104 BY A PROFESSIONAL LAND SURVEYOR.
3. FOR CLARITY NOT ALL SITE FEATURES ARE SHOWN.
4. EXCEPT FOR THE PROPERTY/PROPOSED FACILITY BOUNDARY AND PROPOSED DISPOSAL UNIT BOUNDARY, ALL PROPOSED LOCATIONS ARE APPROXIMATE. ACTUAL LOCATIONS WILL BE DETERMINED IN THE FIELD.
5. ALL BUILDINGS ON-SITE SHALL BE EQUIPPED WITH CONTINUOUS METHANE DETECTION DEVICES WHICH WILL SOUND A ALARM AND/OR GIVE A VISUAL INDICATION IF METHANE IS DETECTED AT A CONCENTRATION GREATER THAN 25 PERCENT OF THE LOWER EXPLOSIVE LIMIT.
6. PERIMETER GAS PROBES WILL BE LOCATED AS SHOWN AND TYPICALLY A NOMINAL 100 FEET FROM THE WASTE BOUNDARY OR AT THE PROPERTY LINE, WHICHEVER IS CLOSER, WHERE DICTATED BY FIELD CONDITIONS. GAS PROBES MAY BE LOCATED CLOSER TO THE WASTE BOUNDARY THAN DESCRIBED ABOVE. INSTALLATION OF INDIVIDUAL GAS PROBES WILL BE PRIOR TO, OR IN CONJUNCTION WITH, THE DEVELOPMENT OF THE FILL AREA. IN ADDITION, THREE DOWNWIND PERIMETER GAS PROBES SHALL BE DESIGNATED AS AMBIENT AIR MONITORING LOCATIONS.
7. DURING THE OPERATION OF THE FACILITY, THE OPERATOR SHALL COMPLY WITH THE SAFETY STANDARDS RELATING TO CONSTRUCTION ESTABLISHED PURSUANT TO THE FEDERAL OCCUPATION SAFETY AND HEALTH ACT OF 1970, TITLE 29, UNITED STATES CODE, SECTIONS 651 THROUGH 678, PUBLIC LAW 91-594, AS AMENDED. THE OPERATOR WILL ALSO COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH STANDARD 29 CFR 1910.146, AS AMENDED, TO INCLUDE PERMIT-REQUIRED CONFINED SPACES.
8. MONITORING WELLS G218 TO G221 WILL BE INSTALLED AND ACTIVATED PRIOR TO ANY WASTE DISPOSAL IN THE EXPANSION AREA.
9. LEACHATE LEVEL MONITORING POINTS L103 TO L105 ARE PRESSURE TRANSDUCERS LOCATED IN THE INCLINED RISER PIPES. LEACHATE LEVEL MONITORING POINTS LHW-1, LHW-2, L301, AND L302 ARE LEACHATE HEAD WELLS AND MANHOLES LOCATED IN THE SOUTH DISPOSAL AREA.
10. SURFACE WATER MONITORING TO BE DETERMINED BY NPDES PERMIT.
11. PRIOR TO CONSTRUCTION OF FINAL COVER THE FOLLOWING POINTS WILL BE MONITORED FOR METHANE WITHIN THE REFUSE: LHW-1 & LHW-2 IN THE SOUTH DISPOSAL AREA AND GMP-14 TO GMP-16 IN THE NORTH DISPOSAL AND EXPANSION AREA.
12. IF AN ACTIVE GAS COLLECTION SYSTEM IS IMPLEMENTED, A MINIMUM OF FIVE EXTRACTION WELLS WILL BE USED TO MONITOR METHANE WITHIN THE REFUSE.
13. ALL MONITORING WILL BE PERFORMED IN ACCORDANCE WITH PERMIT NO. 1994-565-LFM.



**ANDREWS ENVIRONMENTAL ENGINEERING INC.**  
 3535 Meyflower Blvd., Springfield, IL 62707  
 Tel (217) 787-2334 Fax (217) 787-9495  
 Pontiac, IL • Warrenville, IL • Indianapolis, IN



APPROVED BY: DWM DESIGNED BY: DWM DRAWN BY: MPN

**FINAL SITE CONDITIONS**  
 PLANS PREPARED FOR  
**ADS / McLEAN COUNTY LANDFILL #2**  
 BLOOMINGTON TOWNSHIP, McLEAN COUNTY, ILLINOIS

DATE: MAY 2004  
 PROJECT ID: 88-120G  
 FILE: \\DMS\MCLEAN\ATTORNTB  
 ATTACHMENT:

**B**

REDUCED COPY

©2004 Andrews Environmental Engineering Inc.

Appendix C: 2017 Capacity Report, McLean County Landfill



March 27, 2017

Mr. John McIntyre  
Chair of the McLean County Board  
812 Karin Dr.  
Normal, IL 61761

Re: 1130200042 – ADS/McLean County Landfill #2  
McLean County  
Host County Agreement – 2017 Capacity Report

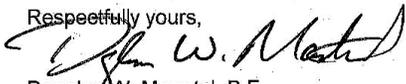
Dear Mr. McIntyre:

On behalf of our client, American Disposal Services of Illinois, Inc., Andrews Engineering, Inc. (Andrews) has completed the Annual Capacity Report as required by the Host County Agreement. Appendix C of the Host County Agreement requires that three topographic maps be submitted along with the required text and calculations. Andrews performed a topographic survey at the facility on February 26, 2016 for the 2016 Illinois Environmental Protection Agency (EPA) Annual Capacity Report (Figure 1). An aerial survey of the facility was performed on December 27, 2016, and AEI used the information collected (combined with previous surfaces) to create the current waste surface (Figure 2). This waste surface was used for the 2017 Illinois EPA Annual Capacity Report. The final attached figure (Figure 3) is the current permitted top of waste, including the approved Horizontal Expansion. These surfaces and volumes have been calculated using the survey data and AutoCAD Civil 3D Desktop.

As required by both the Host County Agreement and the Illinois EPA Annual Capacity Report, the remaining air space permitted to receive waste has been calculated. This volume is 194,436 cubic yards. A copy of the Annual Capacity Report, which was submitted to the Illinois EPA, has been included with this correspondence. The amount of airspace consumed last year was also calculated. This volume was calculated using AutoCAD Civil 3D software, which compared the 2016 (February 26, 2016) topographic survey with the 2017 (December 27, 2016) aerial survey. The volume consumed for 2016 has been calculated to be 182,231 cubic yards. In addition, tonnage taken in for the year was obtained from facility records. The tonnage received between the two survey dates of February 26, 2016 and December 27, 2016 was 170,518 tons.

If you have any questions or require further information, please do not hesitate to contact me at (217) 787-2334. Thank you.

Respectfully yours,

  
Douglas W. Mauntel, P.E.  
Director of Engineering Services

DWM:ask:enr

Enclosures

cc: Brian Hughes – Republic Services, Inc. (email and hard copy)  
Roy Whittinghill – McLean County LF #2 (email and hard copy)  
Jim Karch, Director of Public Works, City of Bloomington

**RECEIVED**  
**MAR 30 2017**  
**ZONING**

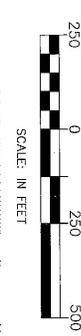
J:\R\RSI McLean\DOC\2017\2017 Annual Capacity\County Host Agreement Capacity Report 2017.doc  
Reporting

3300 Ginger Creek Drive, Springfield, Illinois 62711 ♦ 217.787.2334 fax 217.787.9495 www.andrews-eng.com

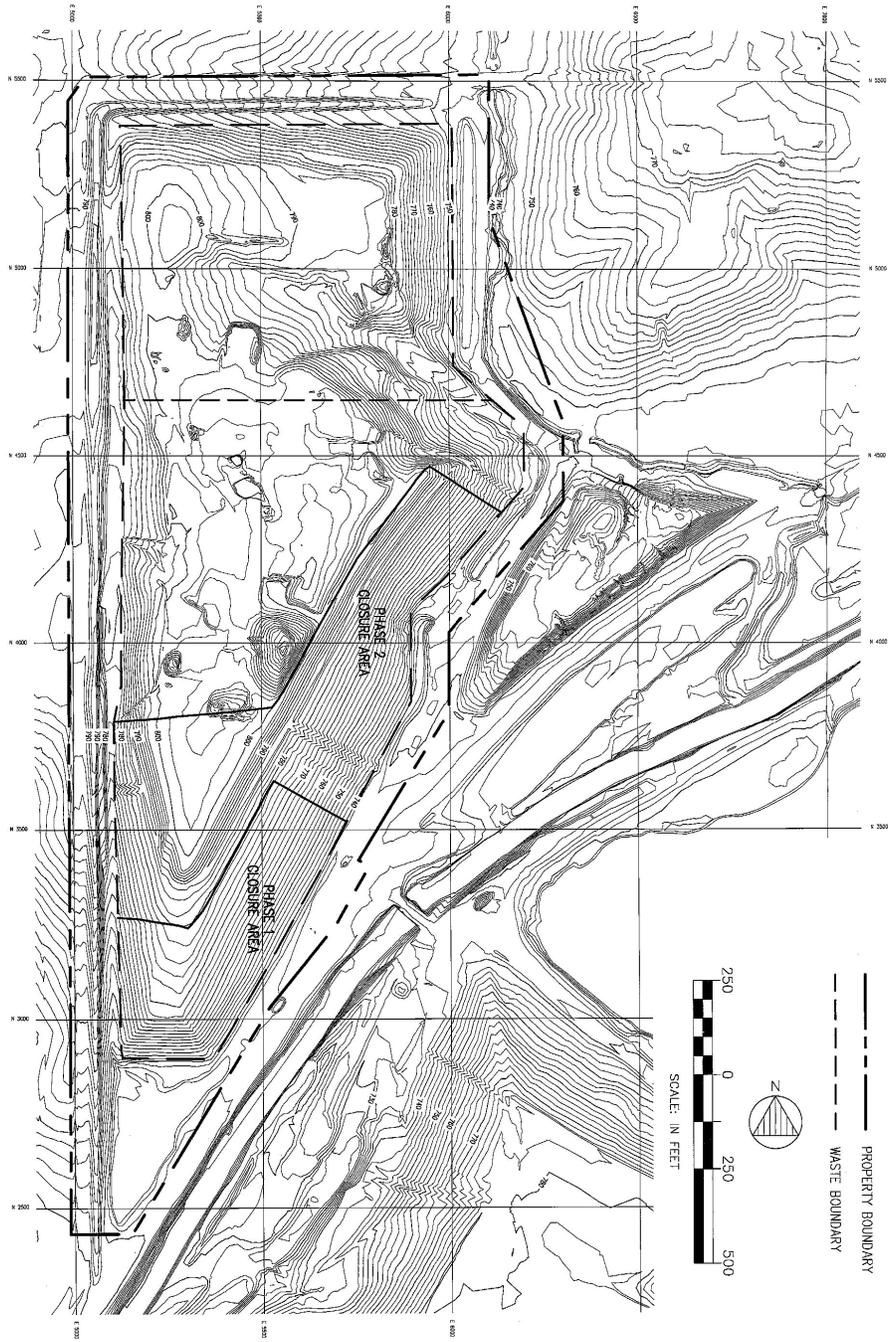
**ATTACHMENT 1**  
**Topographic Maps**



**EXPLANATION**  
 ——— PROPERTY BOUNDARY  
 - - - WASTE BOUNDARY



<b>FIG. 1</b>	DATE: MARCH 2017 PROJECT: 08 0034 TITLE: 09 0034 SHEET NUMBER:	SITE TOPOGRAPHIC DRAWING FROM SURVEY 2/26/16  PLANS PREPARED FOR ADS/MCLEAN COUNTY LANDFILL #2 BLOOMINGTON TOWNSHIP, MCLEAN COUNTY, ILLINOIS	 <b>ANDREWS ENGINEERING, INC.</b> 3300 Ginger Creek Drive, Springfield, IL 62711-7233 Tel (217) 787-2334 Fax (217) 787-8488 Peoria, IL • Normalville, IL • Indianapolis, IN • Warrenton, MO
	APPROVED BY: DWM    DESIGNED BY: DWM    DRAWN BY: MPN		



EXPLANATION

— PROPERTY BOUNDARY

- - - WASTE BOUNDARY

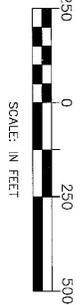


FIG. 2

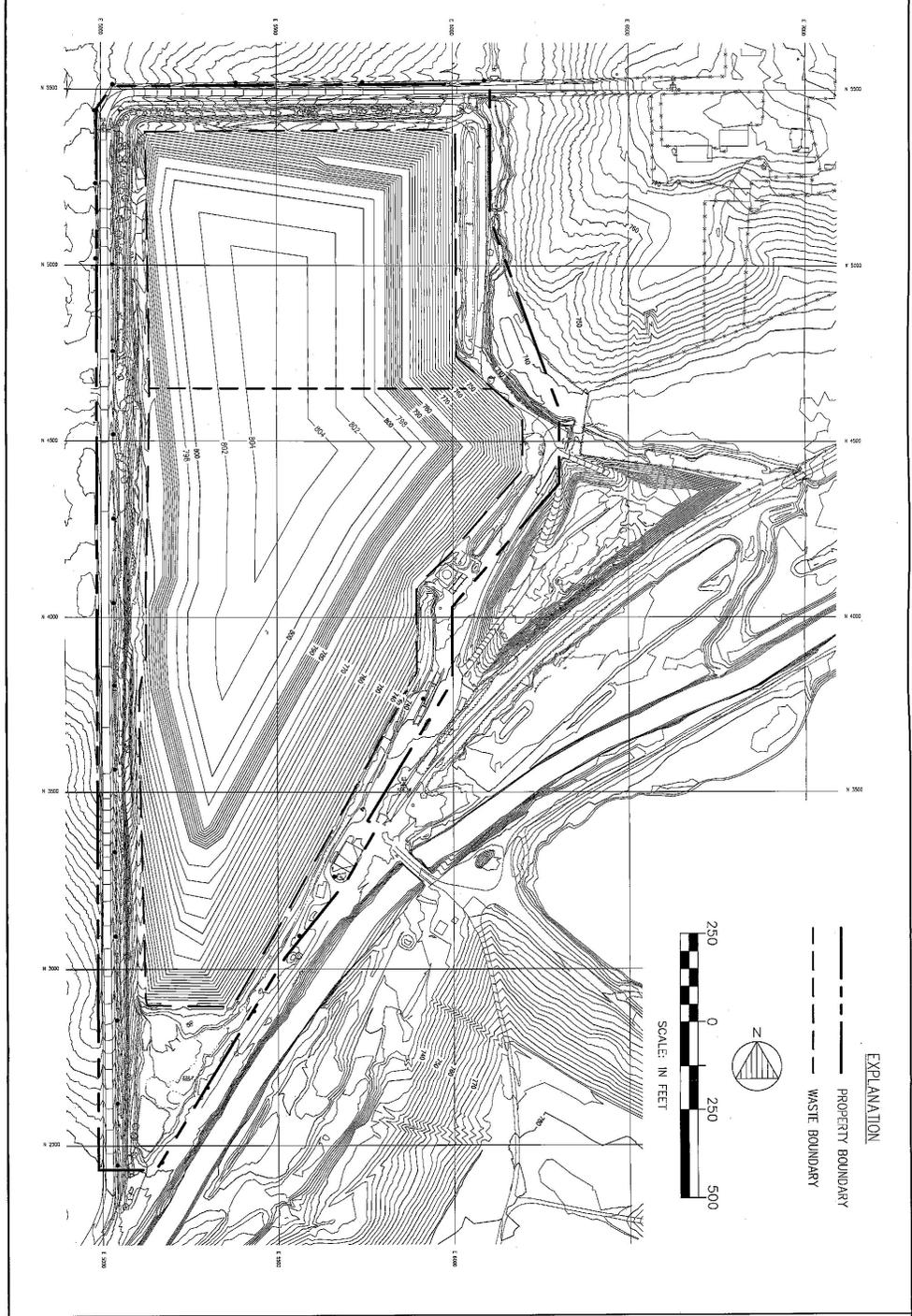
DATE: MARCH 2017  
 PROJECT NO: 1703010/0004  
 SHEET NUMBER:

SITE TOPOGRAPHIC DRAWING FROM SURVEY 12/27/16

PLANS PREPARED FOR  
 ADS/MCLEAN COUNTY LANDFILL #2  
 BLOOMINGTON TOWNSHIP, MCLEAN COUNTY, ILLINOIS

**ANDREWS ENGINEERING INC.**  
 3300 Greer Creek Drive, Springfield, IL 62711-7233  
 Tel (217) 787-2334 Fax (217) 787-9485  
 Pontiac, IL • Naperville, IL • Indianapolis, IN • Warrenton, MO

APPROVED BY: DWM DESIGNED BY: DWM DRAWN BY: MPN



**FIG. 3**

DATE: MARCH 2017  
 PREPARED BY: TPO/DJ/DAK  
 SHEET NUMBER:

SITE DESIGN TOP OF WASTE  
 (HORIZONTAL & VERTICAL EXPANSION)  
 PLANS PREPARED FOR  
 ADS/MCLEAN COUNTY LANDFILL #2  
 BLOOMINGTON TOWNSHIP, MCLEAN COUNTY, ILLINOIS

**ANDREWS ENGINEERING, INC.**  
 3300 Ginger Creek Drive, Springfield, IL 62711-7235  
 Tel: (217) 287-8334 Fax: (217) 787-8685  
 Pontiac, IL • Naperville, IL • Indianapolis, IN • Warrenton, MO

APPROVED BY: DWM DESIGNED BY: EWM DRAWN BY: MPN

© 2017 Andrews Engineering, Inc.

**ATTACHMENT 2**  
2017 Annual Capacity Report



March 23, 2017

Mrs. Ellen Robinson, Project Manager  
Illinois Environmental Protection Agency  
Waste Reduction and Compliance Section  
Bureau of Land #24  
Springfield, IL 62794-9276

Re: 1130200042- ADS/McLean County Landfill #2  
McLean County  
2017 Solid Waste Landfill Capacity Certification Form

Dear Mrs. Robinson:

On behalf of our client, American Disposal Services of Illinois, Inc., enclosed herewith is the annual Solid Waste Landfill Capacity Certification form. If you have any questions or require further information, please do not hesitate to contact me. Thank you.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Allison S. Kmetz".

Allison S. Kmetz, P.E.  
Project Engineer

DWM:ask:slm

Enclosure

cc: Brian Hughes – Republic Services, Inc. (email and hard copy)  
Roy Whittinghill – McLean County Landfill #2 (email and hard copy)  
John McIntyre – McLean County Board Chairman

J:\R\RSI McLean\DOC\2017\2017 Annual Capacity\Capacity Cover Letter.doc  
Reporting

3300 Ginger Creek Drive, Springfield, Illinois 62711 ♦ 217.787.2334 fax 217.787.9495 www.andrews-eng.com



Illinois Environmental Protection Agency  
Landfill Capacity Certification Signature Form

**ADS/McLean County Landfill #2**

2105 W. Oakland Ave.

Bloomington, IL 61705

IEPA Site #: 1130200042

Summary generated: 3/22/2017

Capacity certified as of: January 1, 2017

<b>Owner:</b>	<b>Operator:</b>
American Disposal Svs. of Illinois Inc.	American Disposal Svs. of Illinois Inc.
2980 Granger Drive	2112 W. Washington
Springfield, Illinois 62707	Bloomington, Illinois 61704
Brian Hughes	Brian Hughes
Ownership Type: Private	Operator Type: Private
Opened in the past year: No	
Closed in the past year: No	
General Municipal Refuse:	64,366 tons
Hazardous Waste:	tons
Special Waste:	613 tons
ADC/Roadbase:	92,687 tons
Other:	12,852 tons
Remaining volume assessed: 12/27/2016	Assessment method: Aerial Photo
1) Total remaining volume - all permits:	194,436 cubic yards
2) Remaining permitted volume - daily cover:	19,444 cubic yards
3) Remaining permitted volume - final cover:	0 cubic yards
4) Total remaining volume:	174,992 cubic yards
5) Average compaction ratio:	4 cubic yards
6) Available capacity:	699,968 cubic yards
7) Waste received, past 12 months:	568,393 cubic yards
8) Life expectancy:	1 years
Expected closure date:	2018
Additional comments: March 2018	

All Solid Waste Landfill Capacity Certifications shall be signed by the person designated below or by a duly authorized representative of the person:

- Corporation - By a principal executive officer or at least the level of vice-president
- Partnership or Sole Proprietorship - By a general partner or the proprietor, respectively
- Government - By either a principal executive officer or a ranking elected official

A person is a duly authorized representative only if:

1. the authorization is made in writing by a person described above, and
2. is submitted with this certification form (a copy of a previously submitted authorization can be used).

I certify that this document and all attachments were prepared under my direction or supervision. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties under Section 44 of the Environmental Protection Act for submitting false information, including the possibility of fine and imprisonment for knowing violations.

*Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))*

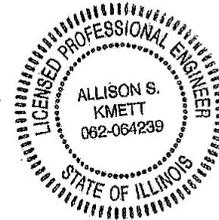
Owner Name: Daniel J. Winters  
Owner Signature: D.J. Winters Date: 2-22-17  
Owner Title: General Manager

---

Operator Name: Daniel J. Winters  
Operator Signature: D.J. Winters Date: 2-22-17  
Operator Title: General Manager

---

Engineer Signature: Allison Kmett Date: 3/22/2017  
Engineer Name: Allison Kmett  
Engineer Address: 3300 Ginger Creek  
Springfield, IL 62711 Engineer Seal:  
Engineer Phone: 217-787-2334





**ANDREWS**  
ENGINEERING, INC.

*www.andrews-eng.com*

**Corporate Headquarters**

**Springfield Branch Office**

3300 Ginger Creek Drive

Springfield, IL 62711

Tel: 217.787.2334

**Pontiac Branch Office**

215 West Washington Street

Pontiac, IL 61764

Tel: 815.842.2042

**Indianapolis Branch Office**

7486 Shadeland Station Way

Indianapolis, IN 46256

Tel: 317.595.6492

**Chicago Area Branch Office**

420 Eisenhower Lane North

Lombard, IL 60148

Tel: 630.953.3332

**St. Louis Branch Office**

101 East Walton, Suite 201

Warrenton, MO 63383

Tel: 636.456.6387

## Appendix D: 2014 Waste Disposal Agreement between Republic Services, the City of Bloomington, and the Town of Normal

### WASTE DISPOSAL AGREEMENT

This Agreement (the "Agreement") is made as of the 4th day of March 2014 by and between the City of Bloomington, Illinois, and the Town of Normal, Illinois, both Illinois home rule units of local government, (collectively "City"), and Republic/Allied ("Contractor").

Whereas, City requested proposals for the disposal of solid waste collected by City; and

Whereas Contractor submitted a proposal for the disposal of solid waste collected by City; and

Whereas City after reviewing all proposals submitted, determined that Contractor is best able to provide solid waste disposal services for City; and

Whereas the parties desire to reduce their understandings to writing; and

Now Therefore, in consideration of the terms, conditions, obligations and covenants contained herein the parties covenant and agree as follows:

#### SPECIFICATIONS:

1. Contractor will own/operate an appropriately licensed solid waste facility within a ten (10) mile radius of the intersection of Main and Division Streets, where the City of Bloomington and the Town of Normal adjoin, and accept Refuse for disposal with the exception of certain hazardous, special and other wastes as set forth later in this Agreement; and
2. The City will assume responsibility for the collection of Refuse generated within the City limits, and the City wishes to dispose of some or all of the Refuse generated within the City at the above referenced licensed solid waste facility.
3. **Performance by Contractor:**

The performance and obligations of Contractor hereunder shall be termed the "Work", shall include the following:

  - a. **Acceptance by Contractor:**

For the Consideration set forth in Exhibit A, Contractor shall accept for disposal, at its licensed solid waste facility all Refuse, as defined by the Bloomington City Code and Normal Town Code (the "Refuse"), collected by the City, its agents and employees which the City shall transport to the licensed solid waste facility subject to the exceptions set forth hereafter. The parties recognize that City shall not be obligated, but may deliver, in its discretion, to Contractor a portion or all of its Refuse collected by City. The Refuse may include solid waste collected from City-owned buildings, public litter receptacles, and all other items of whatsoever kind or nature. The Refuse may not include hazardous wastes as defined by Federal law, special

wastes as defined by the State of Illinois, white goods, tires, landscape waste, lead/acid batteries, asbestos containing materials, or any other materials which at this time or in the future may not be disposed in transfer stations or sanitary landfills pursuant to Federal or State statutes, rules or regulations- ("Excepted Waste"). Contractor retains the right to Refuse or reject after acceptance any loads containing Excepted Waste.

b. **Compliance with Laws:**

Contractor shall, during the term of this contract or any extensions or renewals thereof, fully comply with all Federal, State and local laws, statutes, ordinances, rules and regulations which in any manner control, affect or relate to the Work or the ownership, operation and/or maintenance of a licensed solid waste facility in the State of Illinois, its operating permit, and the performances, obligations, operations or conduct of the Work hereunder, including all laws, statutes, ordinances, rules and regulations which are subsequently enacted. City shall have the right to request and receive verification from Contractor of its compliance with the provisions of this paragraph; to the extent Contractor is reasonably able to provide such verifications.

c. **Permits and Licenses:**

Contractor shall obtain and maintain all permits, licenses and approvals required by any regulatory or statutory authority which are necessary for it to fully perform the Work, including those required to own, operate and/or maintain the licensed solid waste facility.

d. **Operating Time:**

Contractor shall accept Refuse from the City at the licensed solid waste facility during the following days and times:

Labor Day to Memorial Day (Except Christmas Day) –

Monday through Friday - 7:00 AM to 3:30 PM & Saturday – 7:30 AM to 11:30 AM

Memorial Day to Labor Day -

Monday through Friday - 6:00 AM to 3:30 PM & Saturday – 7:30 AM to 11:30 AM

The parties acknowledge that the following days are holidays for employees of the licensed solid waste facility:

New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Eve Day

Christmas Day  
New Year's Eve Day

e. **Continued Operation:**

During the entire term of this contract, Contractor will maintain a licensed solid waste facility within a ten (10) mile radius of the intersection of Main and Division Streets. If due to an emergency situation unforeseen by the Parties, Contractor cannot dispose of solid waste at a licensed solid waste facility within a ten mile radius of the intersection of Main and Division Streets, then Contractor shall make arrangements for lawful disposal of solid waste during the period of the emergency situation at no additional cost to City.

f. **Indemnification:**

Contractor agrees to indemnify and hold the City harmless from and against any loss, damage, or claim (including reasonable attorneys' fees) resulting from or arising out of the negligent acts or omissions of Contractor in the performance of its obligations under this agreement.

4. **Performance by the City:**

a. **Delivery by City:**

City will deliver for disposal at the licensed solid waste facility Refuse collected by the City, its agents and employees during the term of this agreement, provided however the quantity and type of Refuse delivered to Contractor shall be in the sole discretion of City. All or a portion of Refuse collected may be delivered.

b. **Permits and Licenses:**

City shall obtain and maintain all permits, licenses and approvals required by any regulatory or statutory authority necessary for it to transport Refuse to Contractor, and will comply with the provisions contained within the Contractor's operating permit and all reasonable rules and regulations promulgated by contractor relating to receipt and disposal of Refuse.

c. **Compliance with Rules:**

City drivers will obey posted speed and traffic control signs. Refuse will be disposed of at the location and in the manner directed by the Contractor's managers or its supervisors.

d. **Indemnification:**

To the extent permitted by law, City agrees to indemnify and hold the Contractor harmless from and against loss, damage, or claim (including reasonable attorneys' fees) resulting from or arising out of the gross negligent acts or omissions of City in the performance of its obligations under this Agreement.

5. **Assignment:**

In the event that the City discontinues using its own employees to collect the City's Refuse and contacts for all such work with a third party, including the issuance of any franchise therefor, then the City shall assign this Agreement to such contractor or franchisee and shall require such contractor or franchisee to comply with all obligations contained in the Agreement during the remaining term thereof. In such event Contractor shall charge the City for all Refuse delivered by such contractor or franchisee at the same rate as set forth herein. Any such assignment shall not be deemed to be a cause to terminate this Agreement. The parties agree the City of Bloomington and the Town of Normal each retain the right to assign this agreement to a third party and assignment by one does not affect the validity of the agreement with regard to the non-assigning city or town. Contractor shall not assign this Agreement or any of the work described herein without the express written consent of the City and Town.

6. **Term:**

- a. This Agreement shall be for an initial period of two (2) years, commencing on March 1, 2014, and will be automatically renewed on an annual basis for up to five (5) additional periods of one (1) year each unless either party gives ninety (90) days written notice to the other prior to the expiration date of the original term or any renewal period. All terms, conditions, covenants and agreements set forth herein shall be applicable to any extension or renewal of this Agreement, except that the parties will negotiate in good faith mutually acceptable rates to be paid by the City during any renewal periods.
- b. This Agreement shall be subject to cancellation in the event either party is guilty of material breach of this Agreement; provided, however, that the Agreement may not be cancelled if the breaching party cures the breach within thirty days of receipt of written notice from the other party; provided further, if the breach is of such a nature that it is impossible to cure within such thirty day period, the Agreement may not be cancelled so long as the breaching party continues to diligently pursue a cure, unless such breach relates to the inability of Contractor to accept Refuse at the licensed solid waste facility as a result of the cancellation or suspension of its permit by the Illinois Environmental Protection Agency.

7. **Compensation:**

- a. In consideration for the Work, the City agrees to pay Contractor the appropriate rate set forth on Exhibit A for each ton of Refuse delivered to the licensed solid waste facility. The Rate shall apply regardless of whether the Refuse delivered by the City to Contractor is loose or compacted. City agrees that any delivery of Refuse by City to Contractor shall be deemed to be at least one (1) ton per vehicle.
- b. Whenever the licensed solid waste facility remains open past closing time solely because of a request of the City, the City shall pay Contractor an hourly rate set forth on Exhibit A for any actual time the facility remains open; provided,

however, that this charge shall not be applied if the reason the City requested the facility to remain open was to dispose of Refuse resulting from fires, floods, explosion, accidents, weather or Acts of God.

- c. At no time during the term of this Agreement, including any renewal term, shall any fine or penalty entered against Contractor for any breach or violation of any Federal, State or local law, statute, ordinance, rule or regulation, be passed through to the City.
  - d. Contractor shall invoice the City and Town separately for Refuse delivered to the licensed solid waste facility, on a semi-monthly basis, for the total quantity of Refuse delivered to the facilities covered by this Agreement by city or town.
  - e. All invoices sent to the City, by the Contractor, shall be paid within thirty (30) days after approved by the City Council, provided, however, in the event of any dispute as to any invoice, the City will pay the amount that is not in dispute, and will undertake discussions and negotiation with Contractor to resolve any discrepancy or dispute in any invoice, and shall, upon resolution of any discrepancy or dispute, pay said agreed upon amount as soon as reasonably possible. In order to enable the parties to reach a resolution of any discrepancy or dispute, Contractor shall maintain records indicating, in sufficient detail, dates, truck numbers, amounts, tonnages, etc. including in each invoice and shall make available such records to the City in the event of any discrepancy or dispute concerning any invoice.
8. **Specific Performance:**  
The parties hereto agree that substitute performance of the Work will be difficult or impossible to obtain without undue hardship or extreme expense to either party, and in the event Contractor or City fails or Refuses to perform the Work hereunder, the parties hereto agree that the other party has an inadequate remedy at law. Therefore, Contractor or City may be compelled to specifically perform the Work under this Agreement.
9. **Independent Contractor:**  
It is understood and agreed that Contractor is an independent Contractor.
10. **Insurance:**  
The parties shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits of Liability</u></b>
Workers Compensation	Statutory
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit
Environmental Liability for Third party Bodily Injury Or Property Damage Arising	\$1,000,000

From Contractor's Cargo Due  
To Upset, Overturn, or  
Damage to vehicle

The parties shall provide one another with a certificate of insurance and shall keep this insurance in effect during the term of this Agreement; provided, in the event City uses its governmental powers to enter into a pooled insurance arrangement or self-funded insurance arrangement; such arrangement shall be deemed to be in compliance with the requirements of this section.

11. **Equal Opportunity:**

It is the affirmed policy of the City to encourage utilization of the community's human resources on an equal opportunity basis. The City requires all contractors and vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation. To accomplish this result, all contractors doing or proposing to do business with the City will be required to submit on request an acceptable written affirmative action plan for the utilization of all available workers on an equal opportunity basis. Contractor hereby agrees, as a material part of the Agreement, to comply with the City of Bloomington Contract Compliance Program, Section I, Paragraph (3), titled "Equal Employment Opportunity".

12. **Notices:**

All notices to be given hereunder by either party shall be in writing and given by personal delivery or certified mail to the parties at the addresses as hereinafter set forth. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon receipt or personal delivery, whichever is applicable.

13. **Governing Law:**

This agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Illinois.

14. **Other Refuse Collected:**

The City shall retain the right to dispose of "other" Refuse, spoil, bulky waste, leaves, grass, as is determined to be in the best interest of the City.

15. **Successors and Assigns:**

This agreement shall be binding upon and shall inure to the benefit of all successors and assigns of Contractor and City.

16. **Contractor Certifications:**

Contractor hereby certifies that the representations set forth on Exhibit B are true and correct and form a material part of this Agreement.

17. **RFP Documents:**

The request for proposals issued by City and the response provided by Contractor are attached hereto by reference and form a part of this Agreement.

18. **Entire Agreement:**

This Agreement supersedes all prior oral understandings and constitutes the entire agreement between the parties with respect to the subject matter herein.

19. **Severability:**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby unless the invalidity of part substantially alters the business terms of the original Agreement.

20. **No Third Party Beneficiary:**

This Agreement is for the sole benefit of the parties and nothing herein is intended to confer upon any third party any legal or equitable right, benefit or remedy whatever under or by reason of this Agreement.

21. **Amendments:**

This Agreement may only be amended in writing signed by each party hereto.

22. **Delay No Waiver:**

No waiver by any party of any of the provisions hereof shall be effective unless reduced to writing and signed by the party so waiving. No delay or failure to exercise any right, remedy or power under this Agreement shall operate or be construed as a waiver.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BLOOMINGTON

TOWN OF NORMAL

BY \_\_\_\_\_

BY \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

REPUBLIC/ALLIED

BY \_\_\_\_\_

ATTEST:

**EXHIBIT A**

**COMPLETING THIS PAGE IS MANDATORY  
RFP #2014-38 RESPONSE FORM**

**SOLID WASTE DISPOSAL SERVICES  
FOR THE CITY OF BLOOMINGTON AND THE TOWN OF NORMAL**

The offeror agrees to contract with the City of Bloomington and Town of Normal to provide all necessary labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. Payment of prevailing wage rates is predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2012-21 is acknowledged.

The offeror certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

DESCRIPTION	AMOUNT	
Solid Waste Disposal (3/1/2014 to 2/29/2016)	\$ 46.46	per Ton
After Hours Operation (3/1/2014 to 2/29/2016)	\$ 22.24	per hour - per person
<u>Cost for Five (5) Year Period After expiration of Original Agreement</u>		
Solid Waste Disposal (3/1/2016 to 2/28/2017)	\$ 48.55	per Ton
Solid Waste Disposal (3/1/2017 to 2/28/2018)	\$ 50.01	per Ton
Solid Waste Disposal (3/1/2018 to 2/28/2019)	\$ 51.51	per Ton
Solid Waste Disposal (3/1/2019 to 2/29/2020)	\$ 53.05	per Ton
Solid Waste Disposal (3/1/2020 to 2/28/2021)	\$ 54.65	per Ton
After Hours Operation (3/1/2016 to 2/28/2017)	\$ 23.35	per hour - per person
After Hours Operation (3/1/2017 to 2/28/2018)	\$ 23.85	per hour - per person
After Hours Operation (3/1/2018 to 2/28/2019)	\$ 24.67	per hour - per person
After Hours Operation (3/1/2019 to 2/29/2020)	\$ 25.91	per hour - per person
After Hours Operation (3/1/2020 to 2/28/2021)	\$ 26.17	per hour - per person

Republic / Bloomington Transfer  
Firm  
2172 W. Washington St.  
Address  
307-828-3384  
Phone Number  
Email Address: dwinters@republicservices.com

  
Authorized Signature  
Bloomington IL 61705  
City State Zip  
1-27-2014  
Date

**EXHIBIT B**  
Contractor Certification  
For Services

Contractor on behalf of contractor, its principals, and owners with more than a seven and one half percentage interest in Contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. **CONFLICT.** Contractor certifies that no Town of Normal officer or employee has any interest in the proceeds of this contract.
2. **BRIBERY.** Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. **DEBARMENT.** Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. **SARBNES-OXLEY.** Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. **BID RIGGING/BID ROTATING.** Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. **DELINQUENT PAYMENTS.** Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal.
7. **RECORDS.** Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
8. **HUMAN RIGHTS ACTS.** Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
9. **NON-DISCRIMINATION.** Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
10. **DBE.** Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)
11. **PATRIOT ACT.** Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.

12. AMERICAN RECOVERY AND REINVESTMENT ACT. Contractor certifies that same is in compliance with and will continue to comply with the American Recovery and Reinvestment Act of 2009 when federal funds are used pursuant to this Act for the work undertaken by Contractor.
13. TAXPAYER IDENTIFICATION. Contractor certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Federal Employer Identification Number) is \_\_\_\_\_.
14. To the extent required by Illinois law Contractor agrees to comply with the Illinois Freedom of Information Act and produce upon request public records of the Town of Normal held by such contractor all within the time allowed by law and subject to applicable exemptions allowed by law.

**Contractor hereby agrees to defend, indemnify and hold harmless the Town of Normal its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.**

Done this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

# MCLEAN COUNTY SOLID WASTE PROGRAM 2016 ANNUAL REPORT



THE ECOLOGY ACTION CENTER HAS COMPLETED THE FOLLOWING ITEMS IN FULFILLMENT OF THE SOLID WASTE AND WASTE REDUCTION EDUCATION PROGRAM AGREEMENT OF JANUARY 1, 2014.

## LEADING INDICATORS: SUMMARY OF PROGRESS<sup>1</sup>

**Goal:** Visit **70%** of eligible classrooms in McLean County, Bloomington, and Normal for elementary school recycling and waste reduction education programs. Reaching this target means directly engaging with approximately 1,500 students.

- There are 90 Fourth grade classrooms in McLean County, which includes all public and private schools. **In 2016, we made visits to 89 4<sup>th</sup> grade classrooms, and reached 2,221 people.** While this figure seems to indicate that we visited virtually all 4<sup>th</sup> grade classrooms, we actually visited some teachers in the spring of 2016 and again in the fall of 2016. Those teachers would be counted twice, but they had different students in the fall. **Goal exceeded.**

**Goal:** Visit **60%** of public libraries within McLean County, Bloomington and Normal and provide a summer reading program on recycling and waste reduction topics. Reaching this target means directly engaging with approximately 300 library patrons.

- We visited 9 of the 14 public libraries in McLean County in the summer of 2016, and educated 379 people. This represents **64%**, which exceeds our goal.

**Goal:** Provide recycling and waste reduction education programs at **80%** of after school programs, reaching approximately 200 students. This year's target group includes 8 after school programs.

- In 2016, we visited 8 after school programs with a total of 421 students. We reached **100%** of targeted schools; goal exceeded.

**Goal:** Provide recycling and waste reduction presentations for **25** local groups or approximately 750 individuals including civic groups, scouts, preschools, non-target school groups, university classes.<sup>2</sup>

- In 2016, EAC staff presented **20** programs for these qualifying groups to 491 people. Goal not reached due to presentations to community groups on other EAC program topics.

**Goal:** Promote recycling and sustainable practices to direct audiences utilizing social media channels including Facebook, Twitter, LinkedIn, and YouTube with a target of **30,000** interactions annually.

- In 2016, our social media posts resulted in **71,711** interactions, representing 239% of our goal.

<sup>1</sup> The totals below represent Year-To-Date numbers. Specific details of this Quarter's activities are described on the pages that follow.

<sup>2</sup> In practice the EAC provides these programs for nearly 100% of those requesting the services.

**Goal:** Provide and promote comprehensive online resources on recycling and waste disposal for Bloomington, Normal, and McLean County with a target of **12,000** visits to these pages annually.

- ☑ Estimated YTD totals: **35,027** visits, which exceeds our goal.

---

## **SOLID WASTE MESSAGING:**

### **2016 TOTAL REACH: 405,182 INTERACTIONS**

*DIRECT (PROGRAMS, EVENTS, PHONE INQUIRIES): 18,444*

*MEDIA (NEWSPAPER, RADIO, SOCIAL MEDIA, WEB): 386,738*

---

## **LAGGING INDICATOR**

As the main goals of the McLean County Solid Waste Program are to increase recycling while increasing source reduction, the annual measurement and reporting of these rates by the EAC can act as lagging indicators of the success of outreach efforts. However, the value of this performance indicator is also limited by other factors impacting recycling and waste generation rates, such as accessibility of recycling programs and macroeconomic forces. While quantifying source reduction of municipal solid waste is problematic, tracking recycling rates is much more reliable. Per the 2012 Five Year Update to the McLean County Integrated Solid Waste Management Plan, the county-wide recycling rate goal is currently set at 40%, which will also serve as the EAC's target for purposes of this indicator.

**The 2015 recycling rate fell by 1.2 percentage points from 2014 to 36.5%. At less than 0.1% variation from the average of the recycling rate average during past nine years, this is understood to represent no significant change.**

## **HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION**

- Initiated planning for fall 2017 Household Hazardous Waste Collection early due to significant changes in host site availability. Spent several months negotiating access to multiple possible alternative event locations.
- Negotiated potential major sponsorship from a locally based organization.

## **SOLID WASTE COORDINATOR ACTIVITIES**

- Ongoing efforts in development of a new twenty-year McLean County Integrated Solid Waste Management Plan. Extensive research conducted into solid waste management strategies prior to the creation of three focus groups to brainstorm and prioritize strategies. Led twelve collaborative discussions towards group consensus on possible strategies for inclusion in the draft solid waste plan. Stakeholder groups formed and will meet in early 2017 to address a few remaining key issues before drafting the proposed new solid waste plan.
- Hosted state-wide e-waste meeting for Illinois electronics waste recycling working group.

- Facilitated quarterly Solid Waste Technical Committee Meetings including updates on solid waste planning process.
- Reviewed multiple solid waste permit applications from Illinois EPA on behalf of McLean County.
- Working towards implementation of new online recycling and waste database application to facilitate even easier distribution of information on local recycling programs.
- Two staff members attended the Illinois County Solid Waste Management Association annual conference.
- Solid Waste presentation given to Bloomington's City Council on current solid waste plan efforts, EAC solid waste outreach program reach, and estimated lifespan of the current McLean County Landfill.
- Coverage by multiple media outlets (WGLT, WMBD) of declining landfill capacity and EAC's solid waste plan efforts.
- Participation in ongoing efforts with the Illinois Product Stewardship Council to improve e-waste recycling regulations.



## COMMUNITY-WIDE WASTE GENERATION AND RECYCLING RATE

- Surveyed area waste haulers, recyclers, municipalities, and institutions to gather data for calculation of county-wide 2015 municipal solid waste generation rate and recycling rate.
- 91,866 tons of municipal solid waste were recycled in McLean County in 2015, representing more waste materials recycled than any time in the past six years. Unfortunately, total waste generated and landfilled also increased resulting in a minor decline in the overall recycling rate relative to waste generated. **The 2015 recycling rate fell by 1.2 percentage points from 2014 to 36.5%. At less than 0.1% variation from the average of the recycling rate average during past nine years, this is understood to represent no significant change.**
- **McLean County remains fairly close to the community-wide recycling goal of 40%.** This goal is established within the McLean County Integrated Solid Waste Management Plan, which is updated every five years. **However, with the rate showing no measurable progress in nine years, it is now evident that additional measures are critical for any improvement.**
- In addition to striving to meet the established goal, making additional progress in source reduction and further increased recycling is becoming increasingly important as it is estimated that one year of capacity remains in the McLean County Landfill. Upon closure of the landfill, waste will need to be transported farther from Bloomington-

Normal, which is anticipated to increase costs. Delaying the inevitable landfill closure through more assertive waste management strategies can help conserve local financial resources.

	2007	2008	2009	2010	2011	2012	2013	2014	2015
Total MSW Recycled (tons)	93,065	98,220	80,217	80,541	71,099	66,737	73,833	85,196	91,866
Total MSW Landfilled (tons)	164,101	163,202	148,089	134,325	136,927	116,290	121,991	141,068	159,989
Total Municipal Solid Waste Generated (tons)	257,166	261,422	228,306	214,866	208,026	183,079	195,824	226,264	251,855
<b>Percent Change from Previous Year</b>	9.3%	1.7%	-12.7%	-5.9%	-3.2%	-12.0%	7.0%	15.5%	11.3%
Recycling Rate	<b>36.2%</b>	<b>37.6%</b>	<b>35.1%</b>	<b>37.5%</b>	<b>34.2%</b>	<b>36.5%</b>	<b>37.7%</b>	<b>37.7%</b>	<b>36.5%</b>
<b>Percent Change from Previous Year</b>	12.1%	3.8%	-6.5%	6.8%	-8.8%	6.7%	3.3%	0.0%	-3.2%

## EDUCATION AND OUTREACH

- **Earth Schools Recycling and Waste Reduction Fourth Grade presentations:**

- Bent (4 classes, 95 people)
- Benjamin (3 classes, 90 people)
- Calvary Christian (2 classes, 39 people)
- Carlock (1 class, 22 people)
- Cedar Ridge (4 classes, 104 people)
- Cornerstone (2 classes, 39 people)
- Epiphany (1 class, 32 people)
- Fairview (2 classes, 48 people)
- Fox Creek (5 classes, 115 people)
- Glenn (2 classes, 49 people)
- Grove (4 classes, 125 people)
- Heyworth (4 classes, 90 people)
- Colene Hoose (3 classes, 78 people)
- Hudson (2 classes, 45 people)
- Irving (3 classes, 74 people)
- LeRoy (3 classes, 69 people)
- Lexington (2 classes, 53 people)
- Metcalf (2 classes, 52 people)
- Northpoint (4 classes, 115 people)
- Oakdale (3 classes, 79 people)
- Oakland (3 classes, 75 people)
- Olympia North (Danvers) (2 classes, 52 people)
- Parkside (3 classes, 64 people)
- Pepper Ridge (3 classes, 72 people)
- Ridgeview (Colfax) (2 classes, 48 people)
- St Mary's (1 class, 8 people)
- Sheridan (3 classes, 73 people)
- Stevenson (3 classes, 78 people)
- Sugar Creek (2 classes, 61 people)
- Tri Valley (Downs)(3 classes, 75 people)



Trinity Lutheran (2 classes, 32 people)

Washington (6 classes, 170 people)

**2016: Total schools: 32; Total classrooms 89; people: 2221**

- **Other K-12 School activities:**
  - Solid waste reduction and recycling programs for
    - Pepper Ridge Family Reading Night (2 presentations, 85 participants)
    - Unit 5 High Schools (2 programs, 42 participants)
    - Calvary Christian Daycamp (1 program, 14 participants)
  - Recycling programs featuring clip for movie "Wall-E" and games at 8 elementary school After School Programs: Grove, Oakdale, Colene Hoose, Sugar Creek, Glenn, Parkside, Fairview & Prairieland (8 programs, 421 participants)
  - Participated in "Earth Run" organized by Normal Community High School students; gave presentation to runners; proceeds to benefit the EAC.
- **Preschool Garbage Monster Presentations:**
  - Waste Reduction/Recycling program for Mulberry School (2 presentations, 53 participants)
- **Scout activities:**
  - Program for Brownie Scouts from Hudson (1 program, 10 participants)
  - Program for Scouts (1 program, 10 participants)
  - Program for Scouts at EAC (1 program, 9 participants)
- **University Programs:**
  - Presentation for ISU Student Environmental Health Association (45 participants)
  - Presentation for two Environmental Sciences classes at Illinois Wesleyan (42 participants)
- **Community solid waste reduction programs and information booths:**
  - Booth at Sugar Creek Arts Festival, plus distributed refillable bottles to artists (173 people)
  - In partnership with Midwest Fiber offered food waste composting and recycling at Sweet Corn Blues Festival along with an information booth (1,075 booth visitors)
  - Participated in Wellness Fairs at Country/Growmark/IAA (2 events, 186 people)
  - Solid waste reduction and recycling program for St John's Lutheran group (53 participants)
  - State Farm Earth Day event (3 events, 120 people)
  - City of Bloomington Health Fair (70 people)
  - Participation in Downs Community Breakfast event with booth about recycling (10 participants)
  - Information booth at David Davis Glorious Garden Fest (2 days, 219 people)
  - Light the Night event in Uptown Normal (26 people)

- Information booth at ISU Wellness Fair (39 people)
- Information booth at ISU Horticulture Center Autumn Fest (20 people)
- Booth at McLean County Chamber of Commerce non-profit showcase (220 people)
- Connect Transit Employee Health Fair
- **Library Programs:**
  - "The Lorax" presentation, including information about waste reduction and composting, at Bloomington Library (42 participants), Normal Library (21 participants), Colfax (13 participants), Danvers (10 participants), Heyworth (55 participants), Hudson (46 participants), LeRoy (85 participants), McLean (62 participants), and Towanda (45 participants).
- **Other Programs:**
  - Presentation at PEO Club (35 participants) with emphasis on waste reduction
  - Recycling and waste reduction program co-sponsored by Mid Central Community Action
  - Program for Daybreak Rotary group covering many solid waste topics (15 participants)
  - Presentation at Westminster Village (30 participants) with emphasis on waste reduction
  - Program for University Club – 16 people

## OTHER ACTIVITIES

- Produced four quarterly EAC paper newsletters featuring solid waste issues among other topics. Mailed each issue to approximately 270 households.
- Sent monthly issues of the EAC Action News email newsletters to over 900 email addresses to promote general recycling and waste reduction; issues were also targeted to timely events such as HHW, recycling, vermicomposting and more.
- Promoted waste reduction, recycling, composting and proper disposal of household hazardous wastes through social media. EAC posted messages on its Facebook, Twitter, LinkedIn, and YouTube accounts on solid waste topics, with a resulting 71,711 views of these posts.
- Answered 802 phone calls and other inquiries about the disposal of household hazardous waste and recycling.
- Received 35,027 to solid waste, recycling, and hazardous waste related pages within EAC's website.
- Administration and promotion of McFreeCycle, a free listserv on the internet for the free exchange of materials in McLean County to avoid disposal of useable items. (2,082 current members with an average of 198 messages exchanged monthly).
- Awarded the annual McLean County Green Awards in June. The McLean County Waste Reduction and Recycling Award recognized The Bloomington-Normal Marriott. The McLean County World of Difference Award was presented to General Manager Jeff Pritts of the Bloomington-Normal Marriott.

- Co-sponsored the Illinois Sustainable Living and Wellness Expo (ISLWE) at IWU – 3000 participants. This year's event was purposefully designed to model "zero-waste" event planning: much of the literature was presented electronically instead of paper hand-outs, and vendors were encouraged to not distribute extraneous trinkets. Event was publicized on WJBC and WGLT, with advertisements and interviews, reaching nearly 50,000 area residents.
- Promoted and participated in Bloomington-Normal Clean Up Day in April, removing trash from a 1.6 mile stretch of Sugar Creek from Tipton Park to Audubon Gardens; Clean-Up Week was promoted on WGLT interview and through social media posts and paid advertisements.

- Promoted nontraditional recycling programs through annual America Recycles Day Mega Recycling Event in partnership with Illinois Wesleyan University in November. Over 415 households recycled thousands of pounds of electronics, textiles, paper (shredded), and miscellaneous items including eyeglasses, hearing aids, plastic shopping bags, mattresses and Terracycle items. Each participant was given local listings for recycling these items anytime throughout the year.



- Executive Director was interviewed on WGLT concerning America Recycles Day and next year's plans for Household Hazardous Waste collection event. Approximately 5,000 listeners. Also had coverage for America Recycles Day event on WJBC and in Pantagraph.
- Held MEGA Recycling event in conjunction with the Illinois Sustainable Living and Wellness Expo at IWU in April. Over 200 households recycled electronics, textiles, Terracycle items, and corrugated plastic signs; participants were given information about recycling these items in our community throughout the year.
- EAC sponsored Earth Day on WJBC resulting in extensive coverage with hourly spots and an extensive live interview on both WJBC and WBNQ covering many solid waste topics; over 25,000 listeners.
- Executive Director was guest on pre-Earth Day edition of WGLT's "Sound Ideas" with topics including solid and hazardous waste. Approximately 5,000 listeners. Followed up with Earth Day promotional underwriting spots on WGLT.
- Full page ad in The Pantagraph on Earth Day listing the many resources the EAC provides to our community, including information about solid waste, recycling, and household hazardous waste.

- June interview on WGLT's Sound Ideas regarding solid waste planning process, recycling rate, landfill closure, and recycling Q&A.
- June interview on WJBC about recycling rate and other waste issues.
- Held six build-your-own composter workshops with a total of 19 participants making bins to use at home and receiving full instruction on best composting practices.
- Loan of special event recycling containers to Boy Scouts for May events and IWU for graduation events.

## Appendix F: 2016 McLean County Waste Generation and Recycling Rate

**PRESS RELEASE**

**For immediate release**

**June 26, 2017**

**Contact:** Michael Brown  
**Phone:** (309) 454-3169 x.11

### 2016 McLean County Recycling Rate Exceeds 10-year old Goal

While total volumes of waste recycled and waste generated decreased in 2016 in McLean County in comparison to 2015 rates, the community finally met a long-standing recycling rate goal. Nearly 42% of municipal solid waste generated in McLean County in 2016 was recycled; this is the first time the county reached the 40% community-wide recycling since increasing the goal in 2007. The 40% goal was set to continue to drive improvements in local recycling programs after the county met state mandated recycling goals of 15% and 25%.

Action by the City of Bloomington and Town of Normal to contract with Henson C & D Recycling to recycle "bulky waste" or large items such as old furniture or materials from remodeling projects was a key factor in reaching the 40% recycling goal. Previously all of these items were landfilled; starting in April 2016, the materials were recycled through the construction and demolition recycling facility owned and operated by Henson Disposal. This resulted in a significant jump in the recovery rate of these materials from approximately 4% to an estimated 21%.

	2012	2013	2014	2015	2016
Total MSW Recycled (tons)	66,737	73,833	85,196	91,866	73,760
Total MSW Landfilled (tons)	116,290	121,991	141,068	159,989	103,459
Total Municipal Solid Waste Generated (tons)	183,079	195,824	226,264	251,855	177,219
<b>Percent Change from Previous Year</b>	-12.0%	7.0%	15.5%	11.3%	-29.6%
Recycling Rate	<b>36.5%</b>	<b>37.7%</b>	<b>37.7%</b>	<b>36.5%</b>	<b>41.6%</b>
<b>Percent Change from Previous Year</b>	6.7%	3.3%	0.0%	-3.2%	14.1%

With less than one year of capacity left in the McLean County Landfill, more assertive strategies can make waste management more cost-effective in the long term. The Ecology Action Center is currently completing an entirely new waste management plan for McLean County, the City of Bloomington, and the Town of Normal. This plan

will outline strategies to further increase recycling and waste reduction for the next two decades.

The Ecology Action Center annually collects waste and recycling data to calculate the amount of municipal solid waste generated and recycled for all of McLean County as a lagging indicator of the impact of local recycling and outreach programs. Among other services, the EAC acts as the solid waste agency for Bloomington, Normal, and McLean County and provides technical assistance, recycling promotion, nontraditional recycling program administration, household hazardous waste coordination, education and outreach.

Information on residential recycling, recycling of nontraditional materials, and information on disposal of household hazardous wastes is available by calling (309) 454-3169 or visiting [ecologyactioncenter.org](http://ecologyactioncenter.org).

*The Ecology Action Center is a not-for-profit environmental agency with a mission to inspire and assist residents of McLean County in creating, strengthening and preserving a healthy environment. The EAC acts as a central resource for environmental education, information, outreach, and technical assistance in McLean County.*

# # #