SECOND AMENDMENT TO HOST AGREEMENT BETWEEN
Zion Landfill, INC. Zion Landfill
AND
THE COUNTY OF LAKE, ILLINOIS, AND
THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

THIS SECOND AMENDMENT TO HOST AGREEMENT (hereafter "Second Amendment") is made this ____ day of June, 2021 between Zion Landfill, Inc., an Illinois corporation, (hereinafter referred to as "Zion Landfill" and formerly known as Advanced Disposal Services Zion Landfill, Inc., Veolia ES Zion Landfill, Inc. , Onyx Zion Landfill, Inc., and Superior Zion Landfill, Inc.), the County of Lake, Illinois, a body politic and corporate of the State of Illinois (hereinafter referred to as "Lake County"); and the Solid Waste Agency of Lake County, Illinois, an Illinois statutory solid waste agency (hereinafter referred to as the "Agency").

WHEREAS, on January 28, 2010, Zion Landfill, which was then known as Veolia ES Zion Landfill, Inc., Lake County and the Agency entered into a Host Agreement (hereinafter referred to as the "Agreement"), regarding the expansion of the landfill, which is owned and operated by Zion Landfill (hereinafter referred to as the "Zion Landfill," which shall also include the Landfill Expansion defined herein when not referred to as the "existing Zion Landfill"), located in the City of Zion, Lake County, Illinois; and

WHEREAS, the Agreement was amended on June 24, 2010 to clarify the payment of a fee imposed upon the deposition of waste pursuant to 415 ILCS 5/22.15(j) of the Illinois Environmental Protection Act; and

WHEREAS, the current permit boundaries of the Zion Landfill are set forth in the Agreement; and

WHEREAS, Zion Landfill desires to expand the waste boundaries of the existing Zion Landfill vertically above the northeasterly portion of the existing Zion Landfill and horizontally onto 65.6 acres north of the existing Zion Landfill, all of which is located in the legal boundary limits of the City of Zion, Illinois (hereinafter referred to as the "Landfill Expansion"); and

WHEREAS, the proposed northerly horizontal Landfill Expansion is included in the property legally described in Exhibit A, attached hereto and incorporated herein, and depicted in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, Zion Landfill, Lake County and the Agency desire to enter into this Second Amendment to the Agreement, pursuant to the Lake County Solid Waste Management Plan.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Zion Landfill, Lake County and the Agency agree as follows:

1. That the above recitals are incorporated as a part of this Second Amendment as though set forth herein.

2. That Section 2 of the Agreement is hereby updated with a new legal description of the lands covered by this Agreement as set forth in Exhibit A, attached hereto, and a new depiction of the lands covered in Exhibit B, attached hereto.

3. That Section 5 of the Agreement is hereby replaced in its entirely with the following paragraphs:

    a. Commencing on the date on which this Second Agreement is signed by all parties, and subject to force majeure, Zion Landfill agrees to provide disposal capacity for waste generated in Lake County at the existing Zion Landfill and the Landfill Expansion in the amount of 300,000 tons per year for so long as more than one year of disposal capacity in excess of 300,000 tons remains at the Zion Landfill as now or hereafter expanded.

    b. The guarantee of capacity granted to Lake County by Zion Landfill does not create an obligation for Lake County to deliver any quantity of waste to Zion Landfill and neither the Agency nor Lake County, nor their members shall be liable for any damages, either at law, liquidated or consequential or otherwise, by reason of such failure of delivery.

4. That Section 6 of the Agreement is amended by adding the following sentence to the existing sentence:

    The parties to this Second Amendment agree that the Property Value Protection Agreement ("PVPA") provision as set forth in the City of Zion's host agreement dated May 21, 2019 with Zion Landfill covers Bona Fide Sales by qualified Owners under the PVPA and that the rights and benefits set forth in the PVPA are personal to the Owners, unless the sale, conveyance, or transfer is to an heir,

beneficiary, personal representative, guardian, trustee or to terminate a joint tenancy or pursuant to a Decree of Dissolution of Marriage, which are not deemed to be compensated Sales within the meaning of the PVPA and in which case the new property owner shall be entitled to the same protections under the PVPA as the preceding Owner.

5. That Section 7 of the Agreement is amended by adding the following sentence and subsections to the existing sentence.

   The parties to this Second Amendment agree that Section 10.a.(1) of the monitoring well contamination provisions in the City of Zion's host agreement with Zion Landfill, dated May 21, 2019, shall be augmented with the additional requirement that private wells located downgradient within 750 feet of the Landfill's affected monitoring well or, if no such well is located within 750 feet of the affected monitoring well, the nearest down gradient private well, which has been subject to Background analysis, shall be sampled for contamination. Within 60 days of non-appealable siting approval, Zion Landfill shall obtain Background analysis data for those wells for which the present owner desires the protection (both existing and those newly included due to the expansion) for whom Zion Landfill does not have Background analysis tests."

6. That a new section is added to the Agreement, Section 8.1 Environmental Safeguards, and that it include the following subsections:

Section 8.1 Environmental Safeguards

a. Zion Landfill shall include in its siting application submitted to the City of Zion and the permit application submitted to the Illinois Environmental Protection Agency the Odor Control Plan attached hereto and incorporated herein as Exhibit C.

b. Zion Landfill shall include in its siting application submitted to the City of Zion and the permit application submitted to the Illinois Environmental Protection Agency the Noise Control Plan attached hereto and incorporated herein as Exhibit D.

c. Zion Landfill shall include in its siting application submitted to the City of Zion and the permit application submitted to the Illinois Environmental Protection

Agency the Litter Control Plan attached hereto and incorporated herein as Exhibit E.

d. Zion Landfill shall include in its siting application submitted to the City of Zion and the permit application submitted to the Illinois Environmental Protection Agency the Wind Erosion/Fugitive Particulate Matter Emission Control Plan attached hereto and incorporated herein as Exhibit F.

e. Zion Landfill shall continue the existing USDA program for bird mitigation. The bird mitigation plan shall be reviewed on an annual basis with the Agency and updated, if necessary, to adapt to changing conditions at the Landfill. The Bird Monitoring and Control Plan is attached as Exhibit H.

f. The parties agree that Zion Landfill shall not request any modifications to the plans described in subsections a., b., c., and d.; however, if any of the plans described in subsections a., b., c., and d. of this Section 8.1 are revised or amended as a result of the City of Zion's siting decision, Zion Landfill shall be permitted to submit a permit application to the Illinois Environmental Protection Agency with such plans that are consistent with the siting decision. The parties further agree that the plans described in subsections a,, b., c., and d. shall become effective upon non-appealable siting approval (and not issuance of the development permit).

g. For so long as the Zion Landfill is accepting and depositing waste, Zion Landfill shall provide screening and buffering of all landfilling operations. At a minimum, the screening and buffering shall consist of the following:
    i. Screening and buffering of landfill operations as described in Criteria 2 (landfill operations) and Criteria 3 (land use compatibility) sections of the Siting Application;
    ii. Installing a permanent perimeter fence around the landfill to prevent unauthorized site access, including a section of fence from the north side of Foreman Drive, northward toward Russell Road, as further described in the Litter Control Plan in Exhibit E;
    iii. To the extent it is reasonable so to do, maintaining existing mature trees along the eastern border of the Landfill Expansion area;
    iv. Presenting a vegetation plan (location, vegetation type, and planting schedule) in the Siting Application. Lake County and the Agency will assist Zion Landfill in attempting to obtain approval for non-native

plantings if non-native plantings are deemed more effective in screening and buffering.

v. Maintaining, and if necessary, replacing any vegetation utilized to buffer the Landfill Expansion from adjacent properties.

h. Zion Landfill shall develop and implement a community relations plan and dedicated website to distribute and receive information from the public. The scope of the community relations plan and website is described in Exhibit G.

7. Section 13 of the Agreement is amended to acknowledge that the Landfill Expansion referred to in this 2nd Amendment to the Host Agreement is the Landfill Expansion contemplated by the Lake County Solid Waste Management Plan.

8. That a new section, Section 26, is added to the Agreement and that it include the following paragraph:

Section 26. Siting Conditions

The parties agree that all "Final Siting Conditions shall become enforceable before the Pollution Control Board by the County and/or the Agency through standing granted by the provisions of this Agreement. For purposes of this 2nd Amendment to the Host Agreement, "Final Siting Conditions" shall be siting conditions that were either not appealed or were appealed but upheld by the Pollution Control Board or Illinois Appellate Court.

9. That a new section, Section 27, is added to the Agreement and that it include the following paragraph:

Section 27. Proposed Changes to Plans and Safeguards

Zion Landfill shall notify the County and the Agency, at least 90 days in advance, of any proposed change to any of the following: Well Protection Plan, Odor Control Plan, Noise Control Plan, Litter Control Plan, Wind Erosion/Fugitive Particulate Matter Emission Control Plan; and the USDA program for bird mitigation (hereafter "Safeguards"). Should the County or the Agency determine that the proposed change or changes is or are less protective of the public health, safety and/or welfare, then the County or Agency shall, within the 90 days, or such time period as may be agreed to by the Parties, give notice to Zion Landfill of that determination. Should Zion Landfill proceed with a change to which the County or the Agency has provided its determination that the

change is less protective of the public health, safety and/or welfare, then the County and/or the Agency may seek injunctive relief under the terms of this Agreement in the Circuit Court of the Nineteenth Judicial District (Lake County) to prevent the change from occurring.

IN WITNESS WHEREOF, Zion Landfill, Inc., County of Lake and the Solid Waste Agency of Lake County have caused this Second Amendment to be executed in their respective names, have caused their respective corporate seals to be hereto affixed, and have caused this Second Amendment to be attested, all by their duly authorized officers and representatives, and Zion Landfill, Inc., County of Lake and the Solid Waste Agency of Lake County have caused this Second Amendment to be dated as of the date and year first written above.

SOLID WASTE AGENCY OF LAKE
COUNTY, ILLINOIS

By: _____

Attest:

_____
Secretary

LAKE COUNTY, ILLINOIS

By: _____

Attest:

_____
County Clerk

ZION LANDFILL, INC.

By: _____

Attest:

_____

EXHIBIT A

Exhibit A. Legal Description of Zion Landfill,

Including Horizontal Expansion Area

LEGAL DESCRIPTIONS: FACILITY BOUNDARY

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CENTERLINE OF GREEN BAY ROAD, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 46 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 7 TOWNSHIP 46 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE SECTION LINE TO THE EAST LINE OF THE WEST 75 ACRES OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST 75 ACRES, 1243 FEET (1243.43 FEET MEASURED); THENCE EAST 1402.5 FEET (1385.48 FEET MEASURED) TO THE SOUTHWEST COMER OF FORMAN'S SUBDIVISION; THENCE NORTH 1244.04 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPT THAT PART OF THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 8, ALSO BEING THE NORTHWEST COMER OF LOT 4 IN FORMAN'S SUBDIVISION; THENCE SOUTH O DEGREES 21 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF SECTION 8, 609.95 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 02 SECONDS WEST, 180.0 FEET; THENCE NORTH O DEGREES 21 MINUTES 58 SECONDS WEST ON A LINE PARALLEL TO THE WEST LINE OF LOT 4, 370.30 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 7, 34.50 FEET; THENCE NORTH O DEGREES 21 MINUTES 58 SECONDS WEST 241.25 FEET (241.39 FEET MEASURED), MORE OR LESS TO THE NORTH LINE OF SAID SECTION 7; THENCE EAST ALONG SAID NORTH LINE, 214.50 FEET, TO THE POINT OF BEGINNING), TOGETHER WITH THE WEST 75 ACRES OF THE NORTHEAST QUARTER OF SECTION 7, ALL IN TOWNSHIP 46 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 7 AND OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE I 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO--WIT; BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 7, AFORESAID, 75 1/3 RODS (1243 FEET), (1244.04 FEET MEASURED) SOUTH OF THE NORTH LINE OF SAID QUARTER

SECTION; RUNNING THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 85 RODS (1402.5 FEET), (1385.48 FEET MEASURED); THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 40 RODS (660 FEET), (658.85 FEET MEASURED); THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE AFORESAID, (1386.73 FEET MEASURED) TO O POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 7, A DISTANCE OF 297.0 FEET, (297.23 FEET MEASURED); THENCE EAST PARALLEL WITH THE . NORTH LINE OF SAID QUARTER SECTION FOR A DISTANCE OF (224.78 FEET MEASURED) TO THE WEST RIGHT--OF--WAY LINE OF KENOSHA ROAD, 40 FEET DISTANT FROM THE CENTERLINE OF SAID ROAD; THENCE NORTH ALONG SAID WESTERLY RIGHT--OF--WAY LINE, A DISTANCE OF 354.37 FEET, MORE OR LESS, TO A POINT BEARING SOUTH 88 DEGREES 21 MINUTES 34 SECONDS EAST FROM THE POINT OF BEGINNING, ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 1 IN FORMAN'S SUBDIVISION; THENCE NORTH 88 DEGREES 21 MINUTES 34 SECONDS WEST, 232.30 FEET, (233.31 FEET MEASURED), TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 5:

LOT 1, LOT 2, LOT 3 AND THE SOUTH 164 FEET OF LOT 4 (AS MEASURED ALONG THE WEST LINE THEREOF) ALL IN FORMAN'S SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 26, 1958, AS DOCUMENT NO. 1012214, IN BOOK 1666 OF RECORDS, PAGE 664, ¡N LAKE COUNTY, ILLINOIS.

PARCEL 6

THE EAST FRACTIONAL HALF (EXCEPT THE WEST 50 RODS THEREOF) OF FRACTIONAL SECTION 6, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.

PARCEL 7:

04-05-300-001

THAT PART OF FRACTIONAL SECTION 5, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 5; THENCE SOUTH ALONG THE WEST LINE OF SECTION 5, FOR A DISTANCE OF 284.12 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SECTION 5 TO THE CENTER LINE OF KENOSHA ROAD; THENCE NORTHERLY ALONG THE CENTER LINE OF KENOSHA ROAD TO THE NORTH LINE OF SECTION 5; THENCE WEST ALONG THE NORTH LINE OF SECTION 5 TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 8

04-05-300-007

BEGINNING AT A POINT ON THE WEST LINE OF SAID FRACTIONAL SECTION 5, 758.8 FEET SOUTH OF THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 5; THENCE SOUTH ALONG SAID WEST LINE FOR A DISTANCE OF 535.0 FEET; THENCE EAST ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 08 MINUTES WITH SAID WEST

SECTION LINE, MEASURED FROM NORTH TO EAST FOR A DISTANCE OF 331.4 FEET TO THE CENTER LINE OF KENOSHA ROAD; THENCE NORTHERLY ALONG SAID CENTER LINE OF KENOSHA ROAD FOR A DISTANCE OF 535.0 FEET TO A POINT 754 FEET SOUTH, MEASURED ALONG SAID CENTERLINE, FROM THE NORTH LINE OF SAID FRACTIONAL SECTION 5; THENCE WEST 343.7 FEET TO THE POINT OF BEGINNING, (EXCEPT THE NORTH 130 FEET AND EXCEPT THE SOUTH 271.48 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

AND

04-05-300-008

THAT PART OF SECTION 5, TOWNSHIP 46 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE PUBLIC HIGHWAY PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 5, 758.8 FEET SOUTH OF THE CENTER OF THE STATE LINE ROAD, MARKED BY AN IRON PIPE RUNNING THENCE SOUTH ALONG AND UPON THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 535 FEET; RUNNING THENCE EAST A DISTANCE OF 331.4 FEET, TO THE CENTER OF SAID PUBLIC HIGHWAY, KNOWN AS KENOSHA ROAD: RUNNING THENCE NORTHERLY ALONG THE CENTER OF SAID PUBLIC HIGHWAY A DISTANCE OF 535 FEET; THENCE RUNNING WEST A DISTANCE OF 343.7 FEET TO THE POINT OF BEGINNING (EXCEPT THE NORTH 260 FEET THEREOF AND EXCEPT THE SOUTH 136.48 FEET OF THE 535 FEET) IN LAKE COUNTY, ILLINOIS.

AND

04-05-300-009

THE SOUTH 136.48 FEET (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE) OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE WEST HALF OF FRACTIONAL SECTION 5, TOWNSHIP46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID FRACTIONAL SECTION 5, 758.8 FEET SOUTH OF THE NORTH WEST CORNER OF SAID FRACTIONAL SECTION 5; THENCE SOUTH ALONG SAID WEST SECTION LINE FOR A DISTANCE OF 535.00 FEET; THENCE EAST ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 08 MINUTES WITH SAID WEST SECTION LINE, MEASURED FROM NORTH TO EAST FOR A DISTANCE OF 331.4 TO THE CENTER LINE OF KENOSHA ROAD; THENCE NORTHERLY ALONG SAID CENTER LINE OF KENOSHA ROAD FOR A DISTANCE OF 535.0 FEET TO A POINT 754.21 FEET SOUTH MEASURED ALONG SAID ROAD CENTER LINE, FROM THE NORTH LINE OF SAID FRACTIONAL SECTION5; THENCE WEST 343.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AND

04-05-300-010

THE SOUTH 2 ACRES OF THE FOLLOWING DESCRIBED PREMISES (TAKEN AS A TRACT) TO WIT: THAT PART OF LOTS 1 AND 2 IN THE WEST HALF OF SECTION 5, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF THE PUBLIC HIGHWAY (EXCEPT THE SOUTH 65 RODS AND 5 LINKS THEREOF) IN LAKE COUNTY, ILLINOIS.

AND

04-05-300-022

THE NORTH 157.3 FEET OF THAT PART OF THE WEST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID WEST FRACTIONAL HALF OF SECTION 5, AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SECTION, 65 RODS AND 15 LINKS (1,082.4 FEET); THENCE EAST 19 RODS AND 15 LINKS (323.4 FEET); THENCE SOUTH 1 DEGREE 25 MINUTES WEST TO THE SOUTH LINE OF SAID SECTION, THENCE WEST ON THE SOUTH LINE OF SAID SECTION TO THE PLACE OF BEGINNING, EXCEPT THE EAST 40 FEET THEREFOR TAKEN FOR ROADWAY PURPOSES PER DOCUMENT NUMBER 1324145 IN LAKE COUNTY, ILLINOIS.

AND

04-05-300-023

THE SOUTH 157.3 FEET OF THE NORTH 314.6 FEET OF THAT PART OF THE WEST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST FRACTIONAL HALF OF SECTION 5, AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SECTION, 65 RODS AND 15 LINKS (1082.4 FEET); THENCE EAST 19 RODS

15 LINKS (323.4 FEET); THENCE SOUTH 1 DEGREE 25 MINUTES WEST TO THE SOUTH LINE OF SAID SECTION; THENCE WEST ON THE SOUTH LINE OF SAID SECTION TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AND

04-05-300-012

(EXCEPT THE NORTH 314.6 FEET) THAT PART OF THE WEST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL HALF OF SAID SECTION 5, AND RUNNING THENCE NORTH ON THE WEST LINE OF SAID SECTION, 65 RODS AND 15 LINKS (1082.4 FEET); THENCE EAST 19 RODS AND 15 LINKS (323.4 FEET); THENCE SOUTH 1 DEGREE AND 25 MINUTES WEST TO THE SOUTH LINE OF SAID SECTION, AND THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS

PARCEL 9:

04-07-200-011

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 46 NORTH, RANGE 12, EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 7, 154.0 FEET; THENCE WEST ALONG THE NORTH LINE OF A CERTAIN PARCEL 2 OF A PLAT OF DEDICATION RECORDED JUNE 18, 1974, AS DOCUMENT No. 1668365, IN BOOK 53 OF PLATS, PAGE 66, 7.65 FEET; THENCE

SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 2, 192.41 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 7; THENCE EAST ALONG SAID NORTH LINE 215.5 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

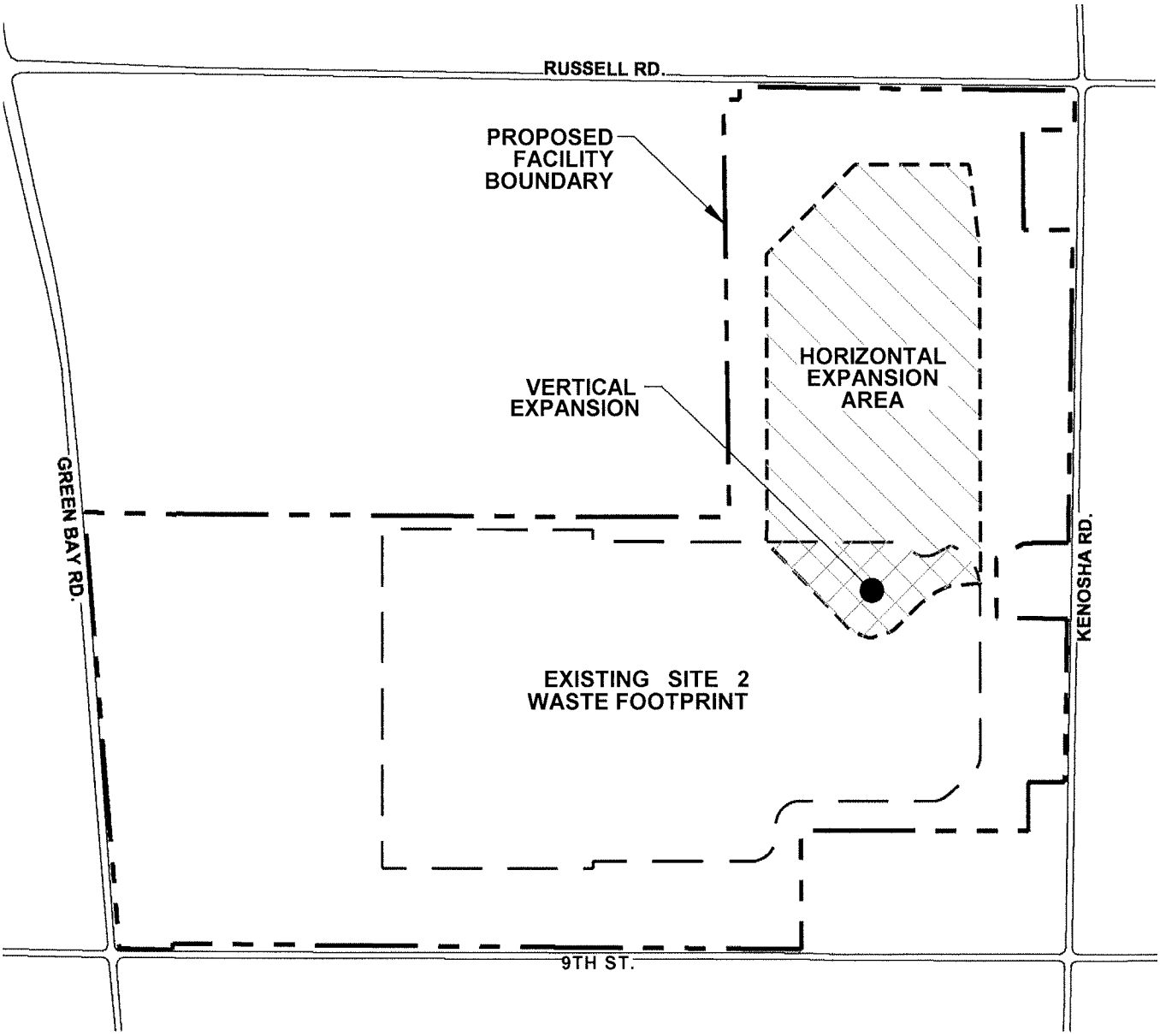
AND

04-08-101-001

THE NORTH 154 FEET OF LOT 4 IN FORMAN'S SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 26, 1958, AS DOCUMENT No. 1012214, IN BOOK 1666 OF RECORDS, PAGE 664, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Exhibit B. Figure Showing Lands Covered



PROPOSED SITE 2 NORTH EXPANSION

EXHIBIT C

Zion Landfill
Odor Control and Monitoring Plan

TABLE OF CONTENTS

Attachments

1.0 INTRODUCTION

This odor control plan (Plan) was prepared to provide Zion Landfill (Site) personnel as a guide for addressing odors that may originate from the landfill facility. Odors originating from a landfill facility generally do not present a health risk, but objectionable odors can sometimes be considered a nuisance if exceeding an established threshold of measurable concentration for an extended duration. This plan will assist Zion Landfill personnel with:

- Monitoring the landfill and associated facility features for odors
- Identifying the source of objectionable odor(s)
- Responding to odor complaints
- Minimizing the potential for odor migration

2.0 POTENTIAL ODOR SOURCES

Potential sources at the Site that may generate odor include:

- Landfill gas (LFG) generated by decomposition of waste
- Daily waste handling and disposal, especially certain WWTP sludges
- Components of leachate and landfill gas collection systems (i.e., sumps, lift stations, tanks, vaults, forcemain air release valves, etc.)

Non-facility sources of odors in the vicinity of the Site may include:

- Surrounding agriculture and industrial land uses

3.0 ODOR MONITORING

3.1 General

Early detection of odors ensures that potential odor sources can be reviewed and appropriate actions to address odors are taken as quickly as possible. Site personnel will regularly monitor the perimeter of the landfill for the presence of odors utilizing olfactory senses and other methods outlined in this Plan. Monitoring will also take place as soon as practical after receipt of an odor complaint. Odor monitoring will primarily be the responsibility of the general manager and the operations manager, because of their overall knowledge of Site operations. Additional measures such as surface emission monitoring (SEM), as discussed in this Plan, will also be utilized to proactively identify areas of the landfill with insufficient gas collection.

3.2 Odor Monitoring Techniques and Equipment

The following odor monitoring techniques/equipment will be utilized as part of the odor monitoring program:

- Olfactory senses will be utilized to characterize the odor level and source (i.e., garbage, leachate, landfill gas (LFG), other).

- A handheld or portable field meter (Scentometer) will be used to measure the odor concentration based on the dilution to threshold (D/T) ratio as defined by equation No. (1). Readings will be taken per manufacturer recommendations and industry protocols.

$$/ = \qquad (1)$$

- A handheld or portable field meter (Jerome Series 600 Model or equivalent) will be used to monitor for Hydrogen Sulfide (H_2S) at levels as low as 5 parts per billion by volume (ppbv).

- A full meteorological station will be installed on the roof of the landfill office or equivalent location within the facility boundary. This station will measure wind speed and direction, temperature, humidity, and precipitation. A data logger will record and transmit these measurements to a centralized location.

- Permanent H_2S meters may be installed around the perimeter of the Site and will be designed for continuous monitoring and recording of low-level hydrogen sulfide concentrations (<5 ppbv). The monitors will be housed inside weatherproof enclosures and will provide continuous real time data. Please refer to **Section 3.5** for the landfill gas quality criteria for installation of the permanent H_2S meters.

3.3 On-Site Odor Monitoring

On-site odor monitoring using olfactory senses will occur once daily whenever the landfill is open and will be performed by site personnel. Any odors detected at the perimeter of the landfill will be characterized and documented in the facility's operating record along with any incorporated corrective actions.

At least once weekly, the landfill site personnel will perform on-site odor monitoring at locations shown on **Attachment A**. If an odor is detected at a sample location using olfactory senses, then field scentometer (D/T) and H_2S readings (if weather conditions are within manufacturer's recommended operational range) will be measured and recorded. Additional data as described in **Section 3.9** "Recordkeeping" will be collected and recorded. At least once per month, a third-party contractor will perform the weekly on-site odor monitoring.

3.4 Off-Site Odor Monitoring

At least once weekly, the landfill site personnel will perform off-site odor monitoring at locations shown on **Attachment A**. At each sample location, field scentometer (D/T), and H_2S concentrations (if weather conditions are within manufacturer's recommended operating range) will be measured and recorded. Additional data as described in **Section 3.9** "Recordkeeping" will be collected and recorded. At least once per month, a third-party contractor will perform the weekly off-site odor monitoring.

3.5 Continuous Perimeter H_2S Sampling

One of the primary sources of odors at landfill is H_2S in the landfill. As the H_2S concentration in landfill gas increase the potential for off-site odors increases. The concentration of H_2S is controlled by several factors including the types of waste the landfill accepts.

If the landfill gas H_2S concentration, measured at the flare inlet, is greater than 2,000 ppm for more than three consecutive months, the Site will submit to the City of Zion and Lake County a plan for permanent perimeter H_2S monitoring. This plan will be submitted within 20 business days

of receipt of the third monthly H_2S laboratory data. The instrumentation will be installed within 60 business days of approval by the City of Zion and Lake County.

The monitoring of H_2S at the centralized flare station or permitted centralized destruction unit shall be performed at the following frequency:

- Annual H_2S monitoring when H_2S concentrations are less than 1,000 ppm;
- Semi-annual monitoring when H_2S concentrations are between 1,001 ppm and 1,500 ppm;
- Quarterly monitoring when H_2S concentrations are between 1,501 ppm and 1,750 ppm; and
- Monthly monitoring when H_2S concentrations are greater than 1,750 ppm and the Site is not performing continuous perimeter H_2S Sampling.

3.6 Event Driven Monitoring

If the Site, City of Zion, Lake County, SWALCO or the IEPA receives an odor complaint believed to be caused by the Site, and the Site is timely notified of the complaint and location of complaint, landfill personnel and/or contractors will perform odor monitoring at the location of the odor complaint. Odor monitoring will include the elements required under **Section 3.4** "Off-Site Odor Monitoring". During landfill operating hours, event driven monitoring will be performed within 2 hours of receipt of an odor complaint in which a location was provided. If an odor complaint is received during non-operating landfill hours, the event driven monitoring will be performed at the reported location of the complaint during the next operating day. If multiple complaints are received from the same general area, odor monitoring within that general area will be performed rather than from each individual location.

3.7 Odor Monitoring Schedule

A summary of the different odor monitoring that will be performed at the facility is summarized in **Table 1**.

Table 1
Odor Monitoring Schedule

	Olfactory	Scentometer (D/T)	H_2S Meter
On-site Monitoring - Daily	X		
On-site Monitoring Locations - Weekly (except during week 3rd party conducts monthly monitoring)	X	X	X
Off-site Monitoring Locations - Weekly (except during week 3rd party conducts monthly monitoring)	X	X	X
Third Party On-Site and Off-Site Locations - Monthly	X	X	X
Permanent Perimeter Locations (see **Section 3.5**)			X
Note: If H_2S monitoring cannot be completed due to weather conditions outside manufacturer's recommended operating range, documentation of those conditions will be recorded on an "Odor Monitoring Form" (see **Attachment B**).			

3.8 Confirmation Sampling Procedures

In the event of a field scentometer D/T reading of 4 or greater (a D/T level of 4, 5 or 6 is designated on the scentometer as a reading of <7), or an instantaneous or continuous H_2S reading of 15 ppb above background readings, the landfill will perform confirmation sampling procedures as outlined below:

- Review odor descriptor to typical odor descriptors related to landfills (i.e., rotten egg, leachate, fresh trash, etc.).
- Location of odor reading in relationship to landfill (i.e., upwind or downwind); and
- Confirmation sample taken between 30 and 60 minutes after the initial reading for both field scentometer and H_2S sampling.

If the odor is confirmed based on the procedures listed above (i.e., the follow-up D/T reading remains at 4 or greater, or H_2S reading remains greater than 15 ppb above background), the corrective actions to address the odor will be implemented as discussed in **Section 4.0**. All confirmed odors will be reported to the City of Zion and Lake County Health Department, Environmental Health within 24 hours.

3.9 Recordkeeping

During weekly monitoring, the location of all odor measurements, associated values and description of any detected odor will be recorded. The date, time, temperature, precipitation, humidity, barometric pressure, and wind speed and direction at the time of odor monitoring will also be recorded. Additional comments regarding odor description and characteristics and possible source of the detected odor may also be recorded. This information will be recorded on an "Odor Monitoring Form" (example in **Attachment B**). Similar information will be recorded for responses to odor complaints (i.e., event driven monitoring).

Access to review the continuous H_2S raw data will be transmitted to a central computer system and will be available to City of Zion or Lake County representatives during normal business hours. All odor monitoring data will be maintained in the Site's operating record and made available for review to the City of Zion or Lake County representatives with prior notice.

4.0 CONFIRMED ODOR CORRECTIVE ACTION RESPONSE

4.1 Short-term Corrective Actions

If site personnel confirm the Site is the source of an odor using the procedures set forth in **Section 3.8**, the Site will implement appropriate and necessary corrective actions. Corrective actions implemented and timing of the actions to address the odor will depend on the source of the odor and the time of day. Short-term corrective actions will be initiated within 24 hours of a confirmed odor event as defined by **Section 3.8**. Appropriate short-term odor control actions may include but are not limited to:

- Placement of additional cover materials
- Adjustments to the Site's gas system
- Evaluate and make repairs to cover penetrations (i.e., boots)
- Evaluate LFG pump repair or replacement
- Use of odor neutralizers

Additional descriptions of these corrective actions are presented in **Section 5.0**.

4.2 Long-term Corrective Actions

If the Site determines, using the confirmation sampling procedures set forth in **Section 3.8**, that the short-term corrective actions implemented under **Section 4.1**, did not remedy the confirmed odor event attributed to the landfill facility within 3 business days, the Site will initiate development of a long-term corrective action plan to address the confirmed odors by a combination of field investigation and review of gas monitoring data. Potential long-term corrective actions may include but are not limited to:

- Enhanced daily cover, intermediate cover, or the use of temporary geomembrane cover
- Additional temporary or permanent landfill gas collectors (vertical, horizontal, etc.)
- Upsizing, replacing, or regrading of landfill vacuum piping
- Upsizing, replacing, or installation of additional landfill gas blowers
- Installation, repair or replacement of pumps to dewater landfill gas collectors
- Revised waste acceptance and/or waste handling practices

Notification that the Site will be implementing long-term corrective actions will be submitted to the City of Zion and Lake County Health Department within 5 business days of the initial confirmed odor monitoring event as defined by **Section 3.8**. A conceptual long-term corrective action plan will be submitted to the City of Zion and Lake County Health Department within 15 business days of the initial confirmed odor event.

4.3 Corrective Action Recordkeeping

The Landfill will log corrective actions that were taken to address odors attributed to the Site that were confirmed per **Section 3.8**. The log will discuss what corrective actions were implemented, when they were implemented, the effectiveness of the corrective actions and if additional corrective actions are necessary. The corrective action log will be submitted to City of Zion and the Lake County Health Department on a monthly basis.

5.0 ODOR PREVENTION

Odor minimization and control is a priority at the Site. The following is a discussion of the efforts that will be made to prevent or minimize the occurrence of off-site odors which could result in odor detections equal to or greater than a D/T value of 4 on the scentometer scale and/or H_2S concentrations above 15 ppb of background levels as discussed in **Section 3.8**.

5.1 Covering of Waste

5.1.1 Daily Cover

Odors will be minimized by keeping the working face as small as practical and placing daily cover at the end of each working day. Site personnel will cover the working face with a minimum of 6 inches of daily cover soil or approved alternate daily cover materials at the end of each operating day. The Facility's Operating Plan will discuss how alternate daily cover materials that have the potential to generate odors (i.e. landscape waste, C&D materials, petroleum contaminated soils) will be managed to minimize odor generation.

Certain types of waste may have stronger odors than other waste. Acceptance of wastes known to have stronger odors will generally be limited to before 1:00 p.m. These wastes will be placed in the working face and immediately covered with other waste, daily cover soil, or alternate daily cover materials.

5.1.2 Intermediate Cover

Placement of intermediate cover and construction of the final cover system helps minimize landfill odors. Areas of the landfill not covered within 60 days of placement with additional waste or final cover shall have an intermediate cover of compacted clean soil with a minimum thickness of one foot applied to it. The intermediate cover shall be monitored and maintained until the area is filled over with additional waste, or final cover is applied. All cracks, rills, gullies and depressions shall be repaired to minimize infiltration, prevent standing water and reduce landfill gas seepage through the soil cover. To the extent possible, intermediate cover will be removed prior to placing additional waste to minimize leachate ponding in the waste mass.

5.1.3 Final Cover

The final cover consists of two feet of clay covered by a geomembrane with three feet of protective cover above the geomembrane. Final cover will be constructed during the construction season that follows a large contiguous area (5 acres or greater) receiving the final lift of waste, including sides slopes.

5.1.4 Supplemental Cover

Supplemental soil cover may be applied to areas with daily or intermediate cover determined to be sources of off-site odor. The use of temporary geomembrane cover over areas with intermediate cover may be utilized to address problem areas if supplemental soil cover is not effective as discussed in **Section 4.2** "Long-Term Corrective Actions".

The landfill expansion siting and IEPA permit applications shall include design and operating plans for addressing surface emissions and "fresh waste" odors from the proposed eastern waste slope adjacent to N. Kenosha Road.

5.2 Landfill Gas Management

5.2.1 Landfill Gas Extraction

The landfill gas collection and control system (GCCS) is an important tool necessary to reduce landfill gas odors and greenhouse gas emissions. The Site's gas collection system consists of horizontal and/or vertical gas wells installed as areas are filled. Landfill gas may also be extracted from leachate collection and cleanout pipes. Expansion of the system will occur as needed. The landfill's GCCS will be designed, operated, and maintained in accordance with the Site's GCCS Design Plan and applicable municipal solid waste landfill New Source Performance Standards (NSPS), Emission Guidelines (EG) and National Emission Standards for Hazardous Air Pollutants (NESHAP) regulatory requirements.

The Site will continue taking a proactive approach to gas collection by installing gas system infrastructure in new cells as the cell is being filled vs. waiting until final grades are reached. Additional horizontal or vertical gas wells will be installed if surface emissions monitoring (SEM), or odor monitoring, indicate the improvements are warranted.

5.2.2 Landfill Gas Extraction and Conveyance System Monitoring and Repair

Odor prevention is further enhanced by regular monitoring of the gas extraction system. The landfill gas extraction system is monitored monthly for vacuum (wellhead and system), and gas quality. Gas quality readings include percent methane, percent oxygen, percent carbon dioxide, balance gas, and temperature. The physical condition of the individual gas wellhead is also reviewed monthly.

Water levels within vertical landfill gas wells will be performed on an annual basis while the landfill is operational. Gas wells outside of final cover areas exhibiting less than 50% open screening available due to the accumulation of liquids will be monitored quarterly until 2 consecutive readings indicate greater than 50% open screening is available.

Site personnel will review wellfield monitoring data and, if excessive pressure drops impacting gas collection are noted, investigate potential causes and implement necessary and appropriate corrective actions.

In the event that repair or construction of the system is necessary, Site personnel will use isolation valves within the system to isolate the area where work is being conducted. This practice allows those areas of the landfill gas collection system where construction is not being performed to continue extracting landfill gas.

5.2.3. Landfill Gas Flares

The flare temperature is monitored with one or more thermocouples to confirm the presence of a flame whenever landfill gas is routed to the flare. In the event the flame goes out, or thermocouple temperature drops below programmed set points, the blowers shut down and the automated fail-safe valve closes to prevent free venting of landfill gas. The flare control system is also connected to an automatic dialer that notifies appropriate landfill personnel via phone and e-mail of any alarm issues. These notifications allow for staff to provide a prompt response to conditions in order to minimize the amount of time the flare is not running. The Site will maintain destruction capacity for 100% of the collected landfill gas flows.

5.2.4 Gas System Preventive Maintenance

Preventive maintenance of the gas system helps ensure that the gas system is always working properly. The main mechanical components of the landfill gas extraction system are the blowers, flares and 3rd party Landfill Gas to Energy (LFGTE) facility. Scheduled preventive maintenance is performed on the landfill owned components dedicated to the proper operation of the gas collection system. Major repairs or scheduled rebuilds are normally performed by an outside contractor. The landfill is not dependent on the operation of the LFGTE plant, as the capacity of the existing landfill blowers/flares exceeds the projected gas generation flows for the landfill.

The Site has backup blowers for both the open and enclosed flares. These have been purchased to avoid significant down time in the event of unexpected total failure of one of the blowers. Maintenance and repairs of the GCCS should be scheduled to ensure continuous operation of at least one flare to reduce back-up of landfill gas in the waste mass to reduce the potential gas malodors.

5.3 Odor Neutralizers or Masking Agents

Odor neutralizers or masking agents may be used to enhance odor control. Prior to the use of masking agents, approval will be obtained from the IEPA, if needed.

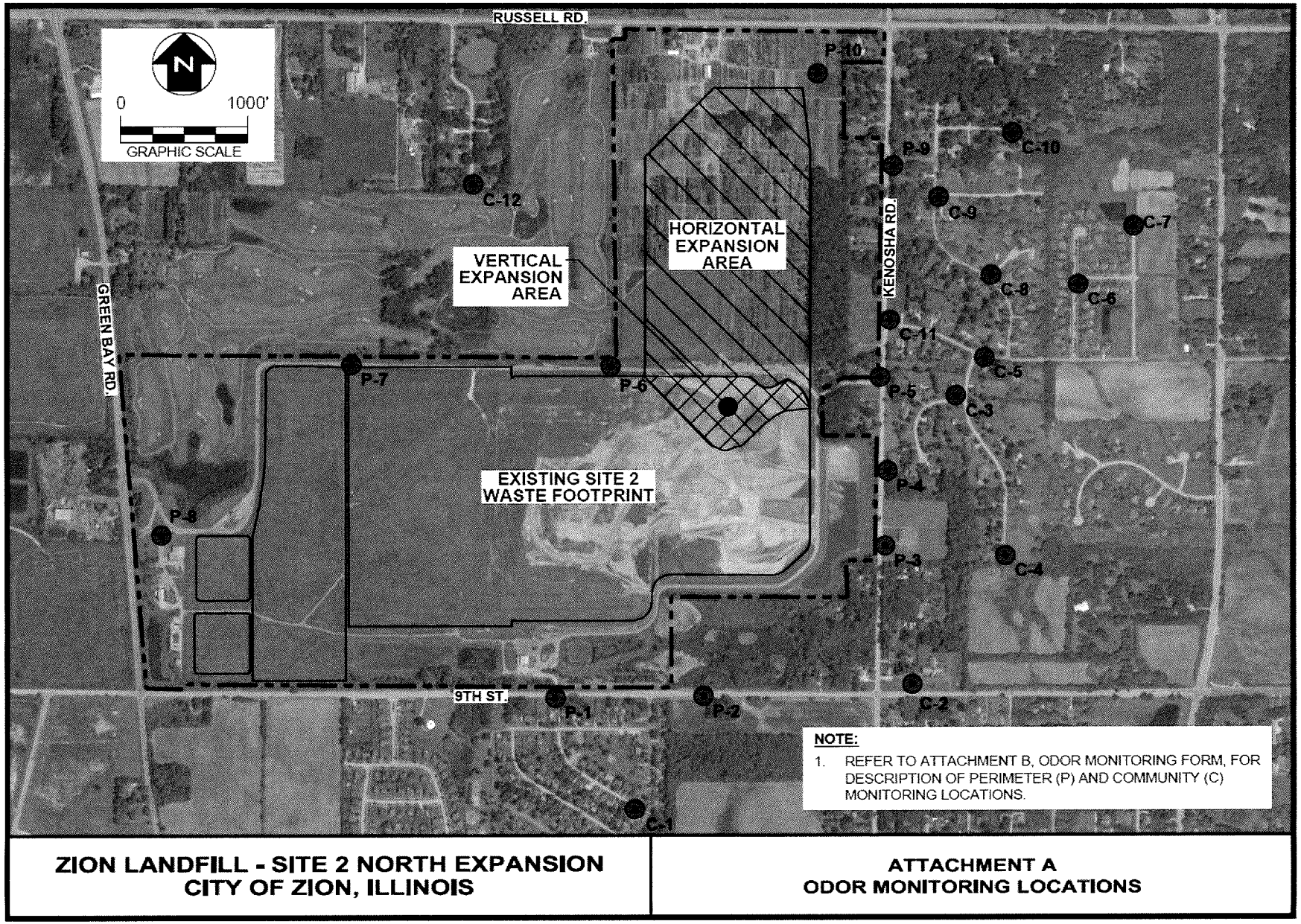
5.4 Surface Emission Monitoring (SEM)

A scan of the landfill surface will be performed in accordance with the Site's Illinois EPA CAAPP Permit and applicable NSPS, EG and NESHAP requirements to identify areas where landfill gas may be escaping through the surface. In the event that methane is detected above 500 ppmv (parts per million volume), prompt action (i.e., short-term corrective actions) will be taken in accordance with the Site's Illinois EPA CAAPP Permit and applicable NSPS, EG and NESHAP regulations to reduce the emissions below 500 ppmv. All safely traversable perimeter slopes will be included in the monitoring.

6.0 PROVISIONS FOR PLAN AMENDMENT

This odor control plan has been developed as a guide to identify, prevent and address potential odor issues at the Site. This plan will be amended as needed.

Attachment A - Odor Monitoring Locations



ZION LANDFILL - SITE 2 NORTH EXPANSION **CITY OF ZION, ILLINOIS**	**ATTACHMENT A** **ODOR MONITORING LOCATIONS**

Attachment B - Odor Monitoring Form

Date: _____ **Inspector Name:** _____ **Temperature:** _____

Precipitation: _____ **Humidity:** _____ **Barometric Pressure:** _____ **Wind Speed & Direction:** _____

Location		Reading 1			Reading 2 (if applicable per Section 3.8, Confirmation Sampling Procedures)			Notes / Comments
		D/T Ratio	H_2S	Time	D/T Ratio	H_2S	Time	
P-1	South LF Entrance							
P-2	9th St & Lorelei Dr							
P-3	N Kenosha Rd at Church Parking							
P-4	East LF Area							
P-5	N. Kenosha Rd & Forman Rd							
P-6	SE Corner of Golf Course							
P-7	NW Road Curve							
P-8	Office Parking Lot							
P-9	N. Kenosha Rd & Block Ln							
P-10	NE Corner of LF							
C-1	Lorelei Dr & Timothy St							
C-2	9th St at Church Parking Lot							
C-3	Meadow Ct & Meadow Ln							
C-4	End of Meadow Ln							
C-5	5th St & Meadow Ln							
C-6	Prairie Ridge Dr & 4th St							
C-7	End of N Fossland Ave							
C-8	N Prairie Ave & Clearview Ct							
C-9	N Prairie Ave & 3rd St							
C-10	W Oak Ln (NE Curve)							
C-11	N Kenosha Rd & 5th St							
C-12	End of Oakcrest Ln							

(Continued on Next Page)

Attachment B - Odor Monitoring Form (cont'd.)

Date: _____ **Inspector Name:** _____

Corrective action* taken:

_____

_____

_____

_____

*Corrective action to be taken if 2 Scentometer readings in one location within 1 hour result in a D/T ratio > 4 or 2 H_2S readings in one location within 1 hour result in sustained concentrations > 15 ppb above background.

Attachment C - Odor Complaint Response Form

Log #:	
Complainant Information	
Name:	
Phone Number:	
Address:	
Complaint Details	
Date Complaint Received:	
Time Complaint Received:	
Date of Incident (if different):	
Time of Incident (if different):	
How Reported:	
Location:	
Level of Odor, Scale (1 to 4):	
Type of Odor (Gas / Garbage / Other):	
Temperature:	
Wind Speed & Direction:	
Precipitation:	
Skies:	
Barometric Pressure:	
Response:	

EXHIBIT D

Zion Landfill
Noise Control Plan

The Facility will be operated in accordance with 35 Ill. Admin. Code Section 900. Machinery designated for operations at the landfill will be equipped with mufflers or other sound dissipative devices as required for compliance with 35 Ill. Admin. Code Sections 901.101 through 901.103 and Section 901.121.

Quieter back-up alarms shall be used on all Facility heavy equipment that backs up frequently (i.e., bulldozers, compactors, loaders and articulating dump trucks). Additionally, third party construction equipment that backs up frequently, and is scheduled to be on site for at least 60 days, will be equipped with quieter backup alarms. Quieter alarms, or similar backup devices that meet OSHA requirements (29 CFR Part 1926.602.a.9) may be selected from the list below, or from equivalent quieter alarms:

1. Manually adjustable backup alarms
   a. Preco Model 45, 100 and 300 series
   b. Ecco Model 500 and 600 series

2. Automatically adjustable backup alarms
   a. Preco Model 100 series
   b. Ecco Model 800 and 900 series

3. Community sensitive backup alarms
   a. Brigade SMART bbs-tek;

Earthen berms surrounding the facility will serve to dampen noise from the operational activities. The berms will be vegetated upon completion to increase the dampening effect of the berms. The landfill expansion footprint and screening berms have been designed in a way that allows for sustainability of a large portion of the tall trees located on the east side of the expansion. This tree line will also help dampen the noise from the facility. The screening berm locations as well as the stand of trees are shown on the Design Drawings in the Siting Application.

EXHIBIT E

Zion Landfill
Litter Control Plan

A number of operating procedures will be employed at the Landfill to minimize and control litter. These procedures include:

- ❑ Incoming refuse vehicles will be required to be fully enclosed or to have covers or tarps to prevent waste from blowing out of the vehicles.

- ❑ The active fill area will be kept as small as possible (while allowing for safe operation), and will be covered at the end of each day with daily cover materials that will include soil, wood chips, synthetic covers, or other alternate daily cover materials as approved by the IEPA.

- ❑ The Landfill will use portable fences and a facility boundary fence to contain litter. Portable fences will be used to prevent blowing litter when fill operations are occurring above the natural ground line. Portable fencing will be placed downwind of the wind direction on each operating day when filling is occurring at the landfill's plateau. The length of the fencing will be long enough to accommodate changes in wind direction throughout the operating day.

- ❑ The Landfill will construct a perimeter litter fence, approximately 20-feet tall, from the north side of Foreman Drive, northward toward Russell Road. The initial section of this fence will be constructed prior to filling the first expansion cell. This section, as well as each subsequent section, will extend at least 200 feet north of the northern extent of the cell to be filled, except for the northernmost cell. The northernmost section of fence will end near the proposed north basin.

- ❑ Untarping of transfer trailers will not occur along the eastern perimeter road, located closest to North Kenosha Road.

- ❑ Loads known to be sources of material that becomes easily airborne will be scheduled during suitable weather conditions.

- ❑ The Facility will monitor an on-site wind gauge and will suspend waste acceptance when sustained wind speeds reach 40 miles per hour, over a 15-minute period. Operations may resume once wind speeds do not meet or exceed 40 miles per hour, continuously, for 15 minutes.

- ❑ Management will direct laborers to patrol the Facility, as well as surrounding property (see **Figure 1**), to collect any litter escaping from the active fill area, including litter caught by the portable and perimeter fencing. After high wind events, defined as events where weather conditions in combination with current filling operations, increases the likelihood of windblown litter escaping the Facility, the collection of any observed offsite litter will generally be prioritized over litter contained on-site by fencing. Focus areas will be determined from site management's inspections of the areas downwind of the facility during and following the high wind event. If litter is found outside of the Facility, laborers will be directed to collect litter from community areas extending beyond the patrol areas in **Figure 1**. The collected litter will be placed in plastic bags and transported to the active face for disposal.

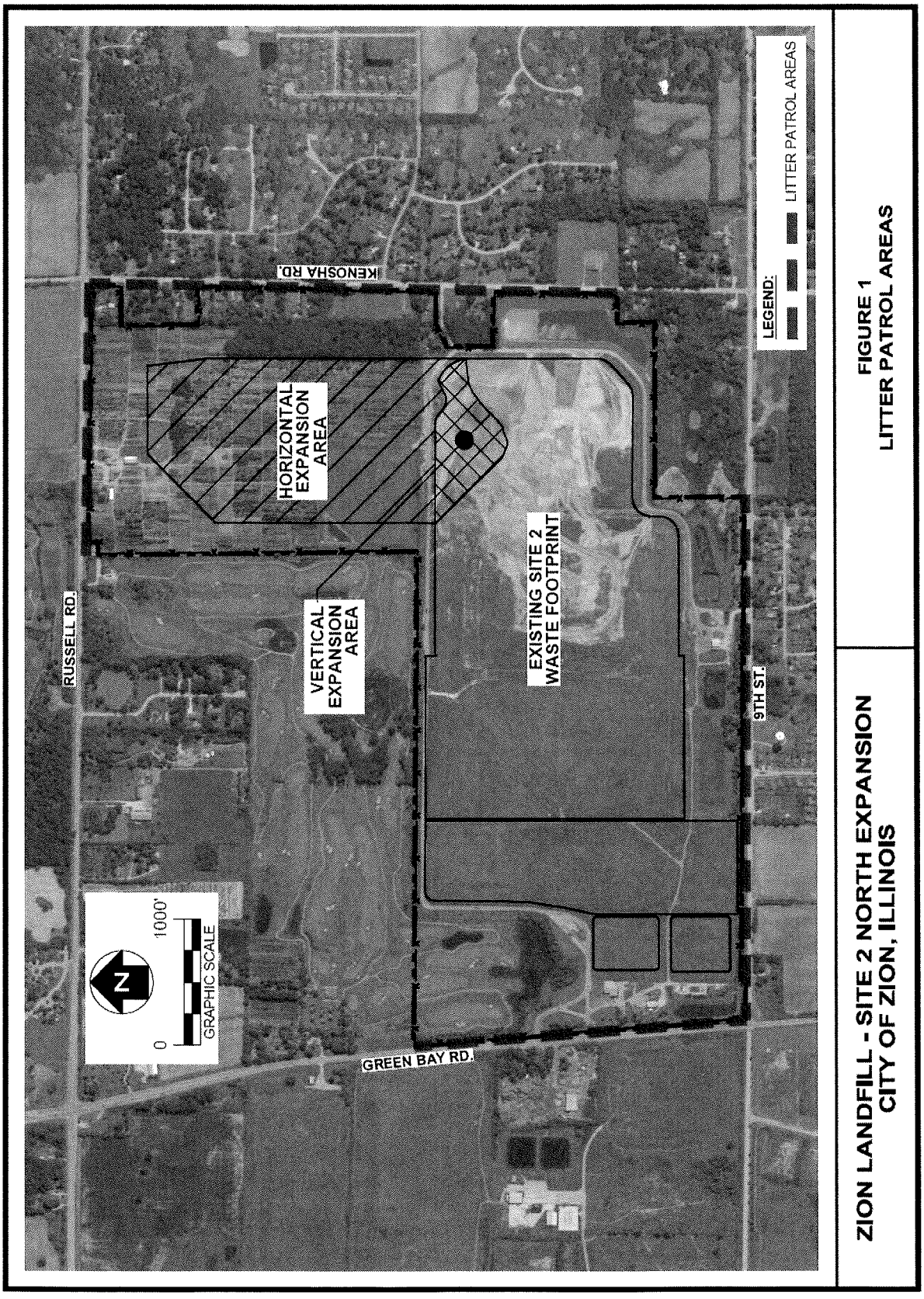

KENOSHA RD.
HORIZONTAL EXPANSION AREA
VERTICAL EXPANSION AREA
EXISTING SITE 2 WASTE FOOTPRINT
RUSSELL RD.
9TH ST.
GREEN BAY RD.
LEGEND:
LITTER PATROL AREAS
N
0
1000'
GRAPHIC SCALE
ZION LANDFILL - SITE 2 NORTH EXPANSION
CITY OF ZION, ILLINOIS
FIGURE 1
LITTER PATROL AREAS

EXHIBIT F

Zion Landfill
Wind Erosion / Fugitive Particulate Matter Emission Control Plan

Condition 1.a.i.A. of the Section 3 of the CAAPP permit for the Zion Landfill (Landfill or facility) issued on 6/24/2015 requires the site to "*follow good air pollution control practices to minimize fugitive particulate matter emissions…*" This Wind Erosion / Fugitive Particulate Matter Emission Control Plan (Plan) details the procedures used to accomplish and document compliance with this and subsequent permit conditions. Condition 3.1.a.ii.C requires that this Plan include:

(1) A map or diagram showing the location of all fugitive particulate matter emissions generating activities and/or where control measures are typically applied on a regular basis, including the location, identification, length, and width of roadways, and volume and nature of expected traffic or other activity.

Attachment 1 contains a map identifying the current and planned future asphalt paved surfaces, as well as typical vehicle types and quantities. The site will extend and maintain asphalt paved roads to primary access locations into the landfill footprint; these access locations will change over time as the Landfill is developed. Unpaved road lengths outside the landfill footprint will be minimized and generally limited to areas not utilized by vehicles delivering waste to the Facility; unpaved road lengths will vary with site conditions as landfill development progresses. The speed limit on unpaved sections of road will be 25 miles per hour.

(2) Description of the standard control measures including type of measure, frequency and, if applicable, application rates;

The primary control measure utilized is the proactive application of water spraying via a dedicated water truck on days when fugitive particulate matter is most likely to form based on recent and current climatic conditions. The site supplements these efforts with the deployment of a dedicated sweeper on asphalt paved surfaces. Hours of operation for each unit is tracked daily, with monthly summaries provided as shown in **Attachment 3**.

During construction and final cover construction events, the general contractor will employ dust control methods that include watering, re-grading and sweeping of roads to minimize fugitive dust formation.

Seeding will be applied on all landfill or stockpile slopes that will remain idle for at least one growing season in an effort to establish vegetative cover. The success of this effort will be monitored and supplemented as necessary to minimize dust emissions from these surfaces.

(3) Description of any secondary control measures that would be used based on circumstances (freezing temperatures, recent rain, dry weather, etc.) with identification of the circumstances in which they would be used and identify any triggers for implementation of additional control measures, e.g., presence of extended dust plumes following passage of vehicles, with description of those additional dust control measures.

Fugitive dust from facility haul roads is unlikely to occur on days when it is raining, or there is snow or frozen conditions. On these dates, the precipitation and/or frozen weather conditions would take the place of road watering.

(4) *Description of corrective actions that will be implemented in the event of visible emissions across the property line and/or observation of areas affected by wind erosion and/or reentrainment. Such corrective action may include but is not limited to the application of a protective cover on landfill surfaces, the spraying of surfactant solution or water on a regular basis, or other equivalent treatment methods;*

If a dust complaint is received and verified, or visible emissions are observed across the property line, either during required periodic inspections or regular daily observations, corrective action will be taken as soon as possible. Corrective actions may include, but are not limited to, spray application of water, use of chemical dust suppressants, operation of a street sweeper, changing traffic patterns, and cessation or modification of activities causing the emissions. All complaints will be added to the site's complaint log, and a representative from the Landfill will respond to the complainant within three business days.

(5) *Assumptions and/or observations regarding the quantity and nature of vehicle traffic at the source as related to source operations.*

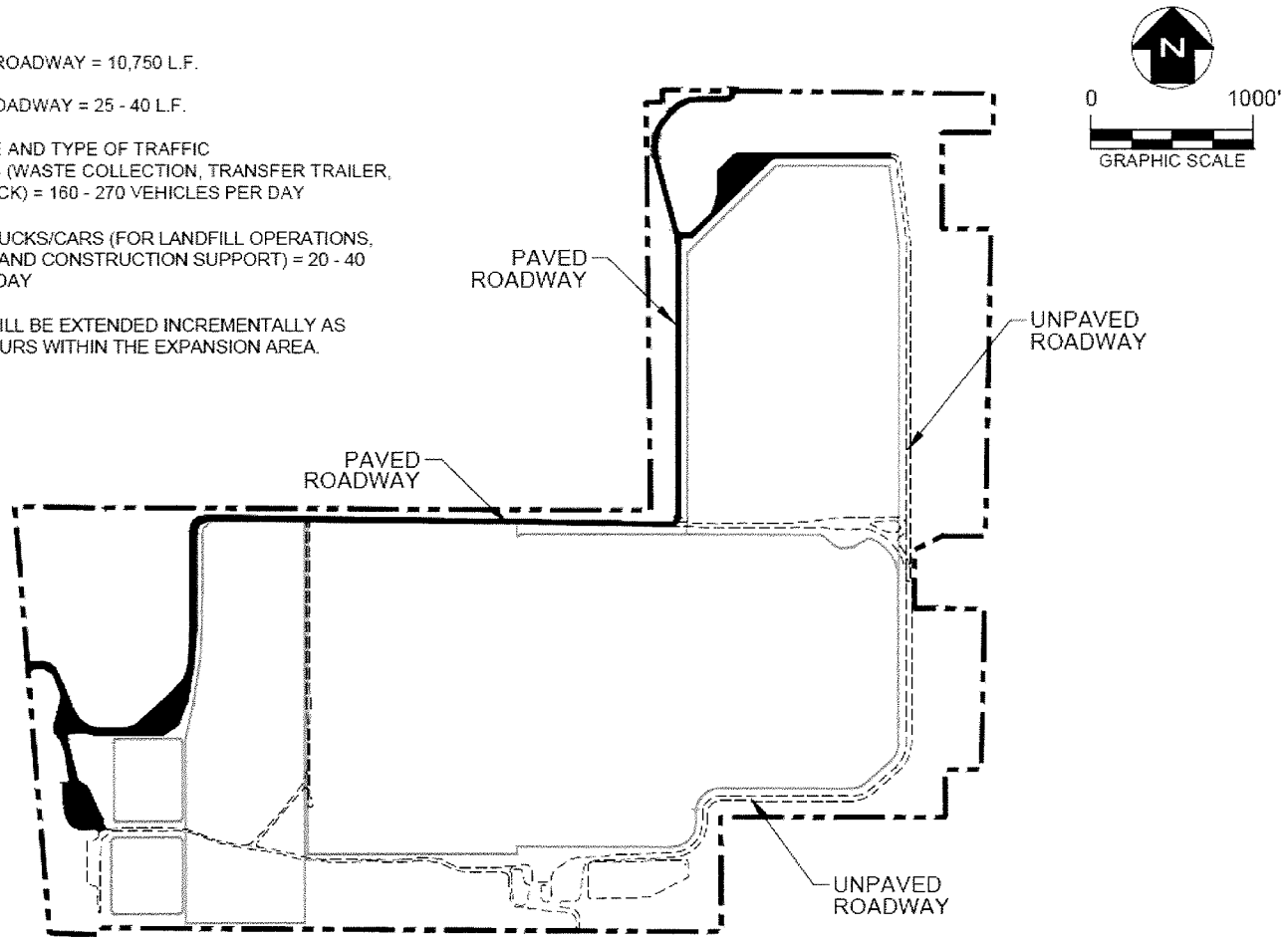
Zion Landfill is an active municipal solid waste landfill. As such, the primary truck traffic at the facility will be comprised of refuse disposal vehicles. These range in size from civilian pick-up trucks, to front and rear end residential loaders, to transfer trailers. The facility also receives roll-off trucks and dump trucks. The number of trucks received in a day can vary from less than one hundred to several hundred.

The CAAPP permit requires that routine (quarterly) fugitive dust inspections be performed and documented. Fugitive dust inspections will normally be conducted on a monthly basis. Inspection frequency will be increased to weekly during weeks when cell construction and/or final cover construction activities are being conducted. The inspection form is included in **Attachment 2**. Records are maintained on site which will include safety data sheets (SDS) for any chemical dust suppressants. The chemical dust suppressant SDS will be made available for public review upon request from the public.

Additionally, the CAAPP permit requires that the site document the implementation of the dust control measures. Water Truck and Sweeper Vehicle hours are logged (See **Attachment 3**) and these records are maintained on site. The water truck generally dispenses up to 7,000 gallons per hour of operation. Any unusual incident requiring additional measures that cannot be controlled by these vehicles is documented as well.

NOTES:

1. LENGTH OF PAVED ROADWAY = 10,750 L.F.
2. WIDTH OF PAVED ROADWAY = 25 - 40 L.F.
3. ESTIMATED VOLUME AND TYPE OF TRAFFIC
   a. TRUCK TRAFFIC (WASTE COLLECTION, TRANSFER TRAILER, AND DUMP TRUCK) = 160 - 270 VEHICLES PER DAY
   b. PASSENGER TRUCKS/CARS (FOR LANDFILL OPERATIONS, MAINTENANCE, AND CONSTRUCTION SUPPORT) = 20 - 40 VEHICLES PER DAY
4. PAVED ROADWAY WILL BE EXTENDED INCREMENTALLY AS DEVELOPMENT OCCURS WITHIN THE EXPANSION AREA.



ZION LANDFILL - SITE 2 NORTH EXPANSION
CITY OF ZION, ILLINOIS

ATTACHMENT 1
FACILITY ROADWAYS AND TRAFFIC VOLUME

Attachment 2 - Quarterly Inspection Form
Zion Landfill
Wind Erosion / Fugitive Particulate Matter Emission Control Plan

Inspection Date and Time:	
Inspector Name (print):	Inspector Signature:
Weather Conditions:	

OBSERVED CONDITIONS			
Inspected Areas	No visible particulate matter emissions at nearest downwind property line	Visible particulate matter emissions at nearest downwind property line*	Area snow or ice covered, or recent precipitation sufficient to eliminate visible particulate matter emissions at nearest downwind property line
Main Haul Road to Scale House			
Parking Areas			
Landfill Roads			
Landfill Active Area			
Landfill Cover			
Landfill Construction Area			
Soil Stockpiles			
Asbestos Containing Waste Deposited Areas			

* NOTE: Take immediate corrective action to avoid particulate matter emissions. See Wind Erosion/ Fugitive Matter Emission Control Plan for additional information.

COMMENTS:

_____

_____

_____

_____

Attachment 3 - Dust Control Measure Log For the Year _____

(a) Month	(b) Sweeper Vehicle (hours)	(c) Water Truck (hours)	(d) Were there any extreme incidents or weather conditions requiring additional control measures? If, yes, identify dates and actions taken.
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

NOTES:
(a) This table should be updated on a quarterly basis, minimum.
(b) The average speed of the sweeper vehicle is approximately 5 mph.
(c) The water truck generally dispenses up to 7,000 gallons per hour of operation.
(d) CAAPP permit Section 5.4.a.iv states, "If the fugitive particulate matter program fails to address or inadequately addresses an event that meets the characteristics of a wind erosion, reentrainment, or fugitive event but was not included in the program at the time the Permittee developed the plan, the Permittee shall revise the program within 45 days after the event to include detailed procedures for operating, monitoring, and maintaining the source during similar events and a program of corrective action for similar events."

EXHIBIT G

Exhibit G. Community Relations Plan

The community relations plan shall include the following components:

1. Discussion of the types of social media, in addition to the dedicated website, that will be used to interact with the community.
2. Identification of key community stakeholders.
3. Procedures that will allow for periodic educational tours of the landfill and for interested residents to stay updated on regularly scheduled landfill construction projects and other landfill related matters.
4. Development and maintenance of a website and/or other social media platforms dedicated to the Landfill. The website/social media platforms shall have the following functions:
    a. Enable citizens to easily log complaints related to litter, odor, dust, noise or other concerns regarding the operations or development of the Landfill, and to track the Landfill's response in real time;
    b. Illustrate current Landfill conditions and infrastructure using maps and photographs;
    c. Describe current planned (but not guaranteed) and future construction projects that will occur at the Landfill and are pending;
    d. Provide a description and photographs of the various environmental control systems in place at the Landfill;
    e. Provide graphs of the quarterly groundwater well monitoring results plotted in comparison to the regulatory standard(s) for the constituent tested as required by the City of Zion's Host Agreement;
    f. Provide graphs of the monthly below grade perimeter and surface methane monitoring results plotted in comparison to the regulatory standard for methane;
    g. Provide collected and treated landfill gas flows;
    h. Provide graphs of the monitoring required by the Air Quality Management Plan, plotted in comparison to the agreed upon standard, incorporated into the Landfill's IEPA operating permit;
    i. Include a fact sheet about the Landfill including benefits to the community; and
    j. Include copies of the following documents:
        i. Most recent IEPA-BOA, BOL and BOW permits.
        ii. IEPA-BOL development permit application for Landfill expansion.
        iii. Vegetative plan for perimeter of the Landfill.
        iv. Most recent version of the following environmental safeguard plans:
            1. Odor Control Plan
            2. Noise Control Plan
            3. Litter Control Plan
            4. Wind Erosion/Fugitive Particulate Matter Emission Control Plan
            5. Bird Mitigation Plan

6. Water Well Monitoring Plan
7. Property Value Protection Plan

EXHIBIT H

Zion Landfill
Bird Monitoring and Control Plan

The Zion Landfill (Landfill) has historically maintained a Cooperative Service Agreement (Agreement) with the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) to assist in reducing potential disease threats, property damage, and nuisance issues caused by birds and other wildlife potentially attracted to the Landfill as a food source. The Landfill relies on APHIS WS to implement an integrated wildlife damage management program to reduce these threats and to maintain wildlife populations as an acceptable level.

The Landfill will continue to maintain the Agreement, in same or similar form, during the operation of the Landfill Expansion. A copy of the current Agreement with APHIS WS is provided in this Plan, outlining the monitoring and control procedures to be implemented by APHIS WS and the scope of assistance or effort required from the Landfill.

Agreement No.: 19-7217-4725-RA
WBS Element: AP.RA.RX17.72.1248

COOPERATIVE SERVICE AGREEMENT
between
ADVANCED DISPOSAL SERVICES ZION LANDFILL, INC (ADS)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement (Agreement) is to assist ADS with reducing potential disease threats, property damage, and nuisance issues caused by extremely high numbers of birds and other wildlife attracted to the site as a food source. APHIS WS will implement an integrated wildlife damage management program to reduce these threats and maintain wildlife populations at an acceptable level and assist with resolving other wildlife damage as requested and as funds allow.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and ADS mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

   ADS
   James Lewis, General Manager
   701 Green Bay Rd.
   Zion, IL 60099
   847-599-5910 (office)
   847-746-0666 (fax)

APHIS WS
Scott Beckerman, State Director
USDA, APHIS, WS
3430 Constitution Drive
Suite 121
Springfield, Illinois 62711
(217) 241-5726 (office)
(217) 241-6702 (fax)

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be the General Manager or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the General Manager, and the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

ADS agrees:

1. To authorize APHIS WS to conduct direct control activities to implement an integrated bird damage management program to reduce potential threats to human health and safety, property damage, and maintain bird numbers at an acceptable level. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by ADS. ADS will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). ADS will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The ADS ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the ADS authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

5. APHIS WS shall be responsible for administration and supervision of the program including supervision of APHIS WS personnel and APHIS WS activities.

6. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to all media requests related to APHIS WS.

8. That APHIS WS will obtain the appropriate permits for removal activities for protected wild animals causing conflicts at the facility.

9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at ADS as described in the Work and Financial Plans.

2. Designate to ADS the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill ADS for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and ADS shall have the right to inspect and audit such records.

4. Equipment and/or Materials shall be suitable for the Work and procured to complete wildlife damage management activities specifically requested by ADS and to perform agency mandated administrative requirements. Any equipment used by APHIS WS for Work shall be in good working order, properly licensed and registered, and operated with all appropriate safety precautions and pursuant to any permit and license. The Work herein provided for shall be performed and furnished by APHIS WS as an independent entity and under the sole supervision, management, direction and control of APHIS WS in accordance with the terms and conditions of this Agreement. APHIS WS shall have full control over employees APHIS WS may see fit to employ to assist in performance of this Agreement including, but not limited to, the hiring, firing and supervision of any such employees of APHIS WS. All work shall be completed in a good, workmanlike and lawful manner. APHIS WS further agrees that the work to be performed by APHIS WS shall meet with the approval of ADS engineers or designated representatives, but the detailed manner and method of completing work shall be under the control of APHIS WS.

5. To coordinate with ADS before responding to all media requests involving ADS.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this Agreement.

ARTICLE 10

ADS certifies that APHIS WS has advised ADS that there may be private sector service providers available to provide wildlife management services that ADS is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event ADS does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

ADS Taxpayer Identification Number (TIN): 36-4349388

US Department of Agriculture, DBA APHIS WS (TIN) 41-0696271

ADVANCED DISPOSAL SERVICES ZION LANDFILL, INC:

BY: James A. Lewis 7/17/19

James Lewis, General Manager — Date
ADS
701 Green Bay Rd.
Zion, IL 60099
847-599-5910 (office)

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

BY: [signature] 7-18-2019

Scott Beckerman, State Director — Date
USDA, APHIS, WS
3430 Constitution Drive
Suite 121
Springfield, IL 62711
(217) 241-5726 (office)
(217) 241-6702 (fax)

BY: [signature] 7/19/19

for Willie D. Harris — Date
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The purpose of this Agreement is to assist ADS with reducing potential disease threats, property damage, and nuisance issues caused by extremely high wildlife populations attracted to the site as a food source. APHIS WS will implement an integrated wildlife damage management program to reduce conflicts within the facility. Assistance for 'urban rodents' as defined in WS Directive 2.345 is not being provided.

Planned APHIS WS Activities

APHIS WS will assist ADS with developing and implementing an integrated wildlife damage management program. The primary species of wildlife causing conflicts are gulls (ring-billed and herring), European starlings, turkey vultures and other wildlife. The overall objective of an integrated wildlife damage management program is to reduce and maintain avian and mammalian wildlife populations at safe and acceptable levels. In selecting wildlife damage management methods, all known management approaches and alternatives will be analyzed and implemented in the site specific wildlife management plan as appropriate. APHIS WS may assist with resolving other wildlife damage as requested and as funds allow. Additionally, Technical Assistance will be provided to ADS as well as off-site cooperators to increase the effectiveness of the program and further reduce long term conflicts. The fate and/or disposition options of wildlife taken will be dispersed and euthanized as determined necessary.

To reduce damage threats and conflicts at ADS, APHIS WS will implement a combination of techniques that have proven to be highly effective at reducing conflicts at many landfill and waste transfer stations throughout the United States. These techniques include, but are not limited to harassment and hazing using pyrotechnics, static scare devices, lasers and effigies, lethal reinforcement (shooting) to improve the efficacy of the harassment efforts, trapping, and limited chemical/pesticide applications as appropriate. The efficacy of the management program will be monitored using point count surveys. Point count data will be collected at both the

landfill and in the surrounding community; these data will provide a representation of the population of birds using the landfill and surrounding areas. Data collected will be presented in annual reports to the ADS.

Effective Dates:
The cooperative agreement shall become effective on August 1, 2019 and shall expire on July 31, 2022.

ATTACHMENT B
FINANCIAL PLAN

	PY2019-20	PY2020-21	PY2021-22
Personnel Costs	$73,367	$73,367	$73,367
Vehicle Fuel/Repair	$7,000	$7,000	$7,000
Supplies/Equipment	$3,000	$3,000	$3,000
Subtotal (Direct Costs)	**$83,367**	**$83,367**	**$83,367**
Pooled Job Costs (11%)	$9,170	$9,170	$9,170
Indirect Costs (16.15%)	$13,463	$13,463	$13,463
TOTAL COST PER PROJECT YEAR	**$106,000**	**$106,000**	**$106,000**

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $106,000 per Project Year 2019-2020, 2020-2021, or 2021-2022 for a total of $318,000. APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.

Financial Point of Contact

ADS: Patty Shebesta — (847) 599-5921
Name to call for billing questions — Phone

APHIS WS: Jessica Little, Budget Analyst — (217) 241-5728
Name to call for billing questions — Phone

ADS Billing Address
701 Green Bay Rd.
Zion, IL 60099