

## HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("Agreement") is made and effective this ~~17th~~ day of January, 2011 ("Effective Date") by and between Peoria City/County Landfill, Inc., an Illinois corporation ("PCCL"), and the County of Peoria, Illinois (the "County");

### WITNESSETH:

**WHEREAS**, PCCL, the County, the City of Peoria, Illinois (the "City"), and the Joint City of Peoria-County of Peoria Solid Waste Disposal Facility Board entered into a certain Landfill Agreement effective December 11, 2009 (the "Landfill Agreement");

**WHEREAS**, pursuant to the Landfill Agreement, PCCL is required to site, design, construct and operate a solid waste disposal facility ("Expansion Solid Waste Facility") at the Joint City of Peoria/County of Peoria Solid Waste Disposal Facility at Edwards, Illinois (the "Facility") on certain real estate owned by the County and the City at the Facility;

**WHEREAS**, PCCL intends to file a siting application ("Siting Application") with the County to obtain local siting approval for the Expansion Solid Waste Facility pursuant to Section 39-2 of the Environmental Protection Act (415 ILCS 5/39.2);

**WHEREAS**, PCCL is desirous of earning the goodwill 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 in demonstrating that its landfilling operations are, have been and will continue to be conducted in an environmentally sound manner;

**WHEREAS**, the County is desirous of protecting the health, safety and welfare of its citizens, assisting PCCL with public education, and ensuring that factually and technically accurate information is given to the public at the hearing on PCCL's Siting Application;

**WHEREAS**, the parties understand that this Agreement places no obligation on the County with respect to its review and/or approval or rejection of the Siting Application; and

**WHEREAS**, the parties acknowledge and agree that nothing contained in this Host Community Agreement is intended to, nor shall be interpreted or construed to: (a) change, alter, diminish, or affect any of PCCL's obligations or responsibilities under the Landfill Agreement; (b) affect or interfere with any authority over, oversight of, or control over the Expansion Solid Waste Facility by the Joint City of Peoria/County of Peoria Solid Waste Disposal Facility Board (the "Landfill Committee"); (c) affect, alter, or interfere with the County's role in or participation in the Landfill Committee; or (d) create a conflict between this Host Community Agreement and the Landfill Agreement. In the event a conflict exists, or should one arise, between the terms and conditions of this Host Community Agreement and the Landfill Agreement, it is the parties intent and agreement that the terms and conditions of the Landfill Agreement shall control, with the exception of section 30 (Ban on Hazardous Waste) of this Agreement which the parties agree shall control.

**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 Expansion Solid Waste Facility as approximately shown on Exhibit A, including those portions of the Facility necessary for the operation of the Expansion Solid Waste Facility.

**3. EFFECTIVE DATE.**

This Agreement shall be effective as of the Effective Date set forth in the Recitals.

**4. EXPIRATION DATE.**

This Agreement shall expire upon the certified final closure of the Expansion Solid Waste Facility by the Illinois Environmental Protection Agency ("IEPA").

**5. COVENANT.**

This Agreement shall constitute a covenant in the nature of a covenant running with the land. PCCL agrees to execute all additional documents necessary for the recording of this Agreement, or notice thereof, in the chain of title of the Facility.

## **6. RECORDS.**

PCCL shall provide to the County, within thirty (30) days of receipt and/or generation, free of charge, copies of all of the following documents:

- a. those filed with or received from the U.S. Environmental Protection Agency and the IEPA relevant to charges, complaints or citations or environmental violations involving PCCL;
- b. reports on compliance with IEPA closure and post-closure fund requirements.
- c. all reports and documentation required to be submitted by PCCL to the County pursuant to the Landfill Agreement.

## **7. POLLUTION LIABILITY INSURANCE.**

PCCL shall maintain an environmental pollution liability policy of insurance in an amount not less than Three Million Dollars (\$3,000,000) for each loss and Six Million Dollars (\$6,000,000) for all losses for the Expansion Solid Waste Facility. PCCL shall provide the Peoria County Administrator with annual proof in the form of an insurance certificate showing that coverage remains in force and effect in the amounts required.

## **8. COOPERATION WITH PEORIA COUNTY BOARD.**

PCCL agrees to cooperate with the Peoria County Board in using the Expansion Solid Waste Facility as a means to help attract new commercial and industrial facilities into the County. This could include at the County's request, PCCL providing design and operation information on the Expansion Solid Waste Facility.

Neither this Paragraph 8, nor any other term or condition of this Agreement shall be deemed to create any legal relationship between PCCL and the County with regard to the operation of the Expansion Solid Waste Facility. The duties and obligations imposed by this Agreement are designed and intended to be in addition to any such applicable requirements imposed on PCCL by law or by the Landfill Agreement. Nothing in this Agreement shall be read or construed to conflict with or alleviate or lessen the requirements imposed on PCCL by law or the Landfill Agreement.

## **9. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.**

PCCL warrants that it will at all times design and construct the Expansion Solid Waste Facility and conduct its operations at the Expansion Solid Waste Facility site in material compliance with all of the ordinances, laws, rules and regulations of the County, the State of Illinois and the United States of America relevant thereto. The acceptance by the County of any payment from PCCL, whether under this Agreement or any other agreement, shall not be construed as a waiver by, approval of, or acquiescence by, the County of any material noncompliance by PCCL with any and all said laws, rules and regulations and/or any term or condition of this Agreement; nor shall acceptance of said payment(s) by the County otherwise restrain or prohibit the County from taking any and all

such legal action as the County may deem necessary or appropriate to enforce any term or condition of this or any other agreement relating to the Expansion Solid Waste Facility.

**10. 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 PCCL beyond those which the County customarily provides to residents and businesses of a similar nature within Peoria County, beyond those which the County has pursuant to the Landfill Agreement, or beyond those which the County may have as a party to the Landfill Committee and/or as part owner of the facility.

**11. COUNTY SOLID WASTE MANAGEMENT PLAN.**

The County shall include the Expansion Solid Waste Facility into its Solid Waste Management Plan and any modification thereto. PCCL agrees to cooperate with and support the County on future solid waste planning measures, including, but not limited to, diversion efforts, recycling efforts and other measures which will or may impact the volume(s) of waste being generated in the County.

**12. AMENDMENT TO AGREEMENT.**

This Agreement may not be amended except by an Agreement signed in writing by all parties hereto. The parties agree that they shall meet, review, and if necessary, negotiate any changes to the Agreement after 10,000,000 tons of waste has been deposited at the Expansion Solid Waste Facility.

**13. NOTICES.**

Any notice, request, instruction, correspondence or other document required to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

If to PCCL, addressed to:

Peoria City/County Landfill, Inc.  
P.O. Box 9071  
Peoria, IL 61612-9071  
Attention: Royal J. Coulter  
Telecopier No.: (309) 688-9611

With a copy to:

Elias, Meginnes, Riffle & Seghetti, P.C.  
416 Main Street, Suite 1400

Peoria, Illinois 61602  
Attention: Brian J. Meginnnes, Esq.  
Telecopier No.: (309) 637-8514

If to the County, addressed to:

Peoria County Administration  
Room 502  
324 Main Street  
Peoria, IL 61602-1319  
Attention: County Administrator  
Telecopier: (309) 672-6054

With a copy to the Landfill Committee:

City of Peoria  
Room 307  
419 Fulton  
Peoria, IL 61602  
Attention: City Manager  
Telecopier: (309) 494-8658

Notice given by personal delivery or courier service shall be effective upon actual receipt. Notice given by mail shall be effective five days after deposit with the United States postal service. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if received before the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by regular mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

#### **14. LANDFILL DESIGN AND OPERATION.**

The parties acknowledge that pursuant to the Landfill Agreement, PCCL shall be working with the Landfill Committee to develop the design for the Expansion Solid Waste Facility, and shall be working with and for the Landfill Committee on the operation, control and management of the Expansion Solid Waste Facility. Nonetheless, for purposes of siting, it is agreed that PCCL shall be responsible for ensuring the Expansion Solid Waste Facility is designed and operated in compliance with all applicable federal, state, and local laws and regulations. In the event of a conflict between a term or condition of this Agreement and any applicable federal or state environmental law or regulation, PCCL shall first ensure compliance with said law or regulation, and then shall take all reasonable measures to work with IEPA and/or USEPA to resolve and reconcile any conflict with this Agreement. If a resolution of the conflict cannot be obtained, PCCL and the County agree to reasonably negotiate a modification of said term or condition of this Agreement which is so in conflict.

PCCL shall at all times, subject to the control and direction of the Landfill Committee, design, construct and operate the Expansion Solid Waste Facility in a manner to minimize the impacts on the surrounding land uses.

**15. 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. The parties stipulate and agree that any and all litigation relating to or arising out of this Agreement shall be filed in a court of competent jurisdiction in Peoria County, Illinois, and that Peoria County shall be the only proper venue.

**16. LOCAL TIP FEE SURCHARGE.**

Except for a local tip fee surcharge, adopted pursuant to 415 ILCS 5/22.15(j), and any and all fees and/or charges contemplated by this Agreement and the Landfill Agreement, the County covenants and agrees not to levy or impose any other form of tax, fee, surcharge, host fee or other charge upon the treatment, solidification or disposal of waste at the Expansion Solid Waste Facility during the term of this Agreement. Notwithstanding the foregoing, throughout the term of this Agreement, if there is a change in legislation at either the state, Federal or local level, the County and PCCL agree to negotiate reasonable modifications to the local tip fee surcharge and/or other charges, fees, or taxes which may come into effect. The parties agree to the venue of the 10th Judicial Circuit Court in the event the parties cannot reach agreement on any such modifications.

**17. AUTHORITY TO ENTER INTO AGREEMENT.**

PCCL hereby represents and warrants that it is a valid and existing Illinois corporation and that the individuals executing this Agreement have been duly authorized by PCCL to act on its behalf and enter into this Agreement. PCCL 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.

The County shall approve this Agreement by county ordinance or resolution.

**18. INDEMNIFICATION.**

PCCL shall at all times (including subsequent to the expiration or cancellation of this Agreement) defend, indemnify and forever keep and hold harmless the County, and each of its agents, representatives, officials, servants and employees against, without limitation and regardless of the forum in which asserted, any and all charges, fees, costs, expenses, claims of every type, nature and description (including, but not limited to, claims for injuries,

death, loss, damages, penalties, environmental and patent claims), suits, liabilities, litigation including appeals, judgments, attorney's fees (including those fees to establish the right to indemnification), which are in any manner connected with this Agreement, or in any manner connected with PCCL or PCCL's design and construction of the Expansion Solid Waste Facility and/or operation of the Expansion Solid Waste Facility. PCCL's duty to defend, indemnify and forever keep and hold harmless extends to all losses regardless of description. However, PCCL shall not be liable for losses suffered by the County to the extent that they arise solely from either the negligent or wanton and willful conduct of the County.

Except as otherwise expressly stated herein, the County does not waive or surrender any immunity or indemnity available under any federal, state or local law. This Paragraph 18 shall survive termination or expiration of this Agreement.

#### **19. ENFORCEMENT.**

The parties shall have the right to enforce this Agreement by an action in Peoria County Circuit Court. However, prior to commencing such action, the party seeking to enforce this Agreement ("Complaining Party") agrees to give the other party written notice of any non-compliance alleged to constitute a violation of this Agreement at least thirty (30) days (which period includes holidays and weekends) prior to filing an action in Peoria County Circuit Court. The parties shall have the right to seek any and all appropriate relief without limitation and, if successful, shall be entitled to reasonable attorney's fees and costs. In any action to enforce any term or condition of this Agreement, the prevailing party shall be entitled to collect its reasonable attorneys' fees and costs of such action.

#### **20. TIME OF ESSENCE.**

Time is of the essence of this Agreement.

#### **21. BINDING EFFECT.**

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, administrators, legal representatives, and assigns, as the case may be, of the parties hereto.

#### **22. PRE-FILING REVIEW.**

At the request of the County, as the documents are developed, PCCL agrees to submit the Sampling and/or Activity Plan developed pursuant to Section 5.1 of the Landfill Agreement, the conceptual design(s) for the Expansion Solid Waste Facility developed pursuant to Section 5.2 of the Landfill Agreement and all or portions of the Siting Application, to the legal and technical consultants engaged by the County to advise the County with respect to the siting of the Expansion Solid Waste Facility pursuant to Section 39-2 of the Act, with respect to the modification of the County's siting ordinance, with respect to negotiating, drafting and entering into this Host Community Agreement, and/or with respect to other procedures in anticipation of the filing of a potential siting application

by PCCL (collectively "Review Activities"). PCCL agrees to reimburse the County for reasonable and customary costs incurred (up to a maximum amount of \$175,000.00) for the Review Activities. Payment for such expenses by PCCL shall be paid within sixty (60) days of receipt of an invoice for same.

**23. FINANCIAL INFORMATION.**

Upon request, representatives of PCCL, Peoria Disposal Company and/or Coulter Companies, Inc. will meet with the County Board Chairman and/or County Administrator to review financial information regarding PCCL, Peoria Disposal Company and/or Coulter Companies, Inc. provided, however, PCCL, Peoria Disposal Company and/or Coulter Companies, Inc. shall not be required to provide written copies of such financial information to the County. PCCL shall provide, at a minimum, its annual audited financial reports for review. PCCL shall not be required to include in the Siting Application the financial information required in Section 7.5-35(A)(3) x.5 of the Peoria County Pollution Control Facilities Siting Ordinance.

**24. COMPLIANCE WITH LANDFILL AGREEMENT**

PCCL warrants that during the term of this Agreement it will fully comply with all the terms and conditions the Landfill Agreement.

**25. ASSIGNMENT OF RIGHTS.**

This Agreement shall be binding upon PCCL and its successors and assigns. The restrictions on transfer contained in the Landfill Agreement are hereby adopted and incorporated herein as if fully set forth herein, and shall become a part of this Agreement.

**26. DESIGNATED TRUCK ROUTES.**

Throughout the term of this Agreement, vehicles hauling waste and/or construction related vehicles and equipment shall enter the Facility off of West Cottonwood Road. PCCL shall work with the Landfill Committee and the County on identifying preferred truck hauling routes to and from the Expansion Solid Waste Facility, and shall inform all haulers to and from the Expansion Solid Waste Facility of the designated truck routes in writing. PCCL shall cooperate with local law enforcement agencies to enforce the truck routing requirements on the surrounding roads.



**27. ANNUAL TABLE-TOP MEETING.**

If requested to do so by the County or the Landfill Committee, PCCL shall coordinate a table-top meeting with appropriate emergency responders from Peoria County as approved by the Peoria County Administrator, not more than once per year. This may include, but not be limited to, the Peoria County Emergency Services and Disaster Agency, Peoria County Highway Department, Peoria County Sheriff's Office, and local fire protection districts, with invitations to attend forwarded to the City of Peoria Fire Department and the Illinois Emergency Management Agency for their input.

**28. MOCK DISASTER DRILLS.**

If requested to do so by the County or the Landfill Committee, PCCL shall conduct an emergency mock disaster drill, not more than once per year, and invite appropriate emergency responders from Peoria County as approved by the Peoria County Administrator to participate in the drill. This may include, but not be limited to, the Peoria County Emergency Services and Disaster Agency, Peoria County Highway Department, Peoria County Sheriff's Office, local fire protection districts, the City of Peoria Fire Department and the Illinois Emergency Management Agency.

**29. CALL BACK SYSTEM.**

PCCL shall install a call back system for emergencies at the Expansion Solid Waste Facility.

**30. BAN ON HAZARDOUS AND OTHER WASTES.**

PCCL may accept only non-hazardous Solid Waste for disposal at the Expansion Solid Waste Facility. PCCL shall not knowingly accept, treat or dispose of any waste which is defined as hazardous by the Act or the regulations adopted thereunder, any waste which is regulated as radioactive waste or infectious waste under the Act or regulations adopted thereunder or PCB remediation wastes which have a concentration of PCBs of 50 ppm or greater, or any delisted K-061 waste, at the Expansion Solid Waste Facility. PCCL shall comply with all relevant regulations relative to load checking and load acceptance and shall immediately inform the County orally and in writing of any Unacceptable Waste that has been accepted, received, stored, treated, disposed, or transported to, from, at or on the Expansion Solid Waste Facility.

**31. WETLAND RESTORATION.**

To the extent any wetland restoration is required under applicable Federal, State or Local laws or regulations, PCCL agrees to comply with all said laws and regulations, and further agrees that it shall consult with the County when determining where any wetland restoration shall take place. PCCL shall consult with the County on the location(s) of any wetland restoration and priority shall be given to watersheds in the County and in the Kickapoo Creek watershed and/or the Illinois River watershed.

### **32. HOUSEHOLD HAZARDOUS WASTE REGIONAL COLLECTION FACILITY.**

PCCL agrees that it shall reasonably cooperate with the County in planning for, and if feasible, establishing a Regional Household Hazardous Waste Collection Facility. If the County establishes a waste hauling franchise for unincorporated areas of the County, and if PCCL or any affiliated corporate entity receives the contract for said waste hauling franchise, PCCL agrees that it will enter into negotiations with the County to amend this Host Agreement or otherwise reach an agreement with the County for PCCL to establish and operate a Regional Household Hazardous Waste Collection Facility in the County, at such location as PCCL and the County may agree upon. If permitted by law to do so, the County agrees to waive local siting approval procedures under Section 39.2 of the Act.

### **33. CORPORATE GUARANTEE.**

The parties agree that so long as PCCL has an obligation under the Landfill Agreement to provide a performance bond for its obligations under the Landfill Agreement, that neither PCCL nor its corporate affiliates shall be required to guarantee any of the provisions of this Agreement. In the event PCCL shall fail to provide that performance bond required under the Landfill Agreement, or in the event the Landfill Agreement is amended or modified so as to no longer require the performance bond, Peoria Disposal Company, Inc, an affiliate of PCCL, upon request by the County, shall guarantee the performance of the obligations of PCCL under this Agreement in an amount not to exceed \$5,000,000.

### **34. FILING FEE.**

The County and PCCL agree that the filing fee for the Application for the Expansion Solid Waste Facility under Sec. 7.5-34(c)(10) of the Peoria County Pollution Control Facilities Siting Ordinance shall be classified under the PCF Category for Expansion of Solid Waste Landfill and the filing fee shall equal \$200,000.00. If PCCL is required to request siting approval for the Citizen's Convenience Center as a transfer station, then the County agrees that PCCL may include the transfer station site location request within the Application for the Expansion Solid Waste Facility and PCCL shall not be required to pay any additional filing fee for the transfer station site location request.

### **35. RECYCLING DROP-OFF SITES**

Commencing on January 1, 2012, PCCL shall at no cost to the County, arrange for the servicing of the four (4) recycling drop-off sites maintained by the County. The four recycling drop-off sites are currently located at the following places:

- a. Northpoint Shopping Center, 8721 N. Knoxville, Peoria
- b. Sterling Bazaar, 3311 Sterling Avenue, Peoria
- c. Bartonville Square, 1405 W. Garfield, Bartonville
- d. Peoria County Highway, Corner of Evans Mills Road & Parks School Road, Princeville

In the event PCCL files for local siting approval with the County for the Expansion Solid Waste Facility and does not receive final and non-appealable local siting approval from the County, PCCL shall have the option to terminate its obligations under this paragraph by giving the County six (6) months advance written notice of the termination of the services.

### **36. SITING ORDINANCE INTERPRETATION**

For purposes of the anticipated Siting Application for the Expansion Solid Waste Facility, the parties agree to the following interpretations of the Peoria County Pollution Control Facility Siting Ordinance:

- a. that PCCL shall be considered the Applicant as that term is used in the Peoria County Pollution Control Facility Siting Ordinance (Section 7.5-31, et seq.)
- b. Section 7.5-35 A. 3. vi 1. (b). of the Ordinance shall require the Applicant to include in the table and assess in the traffic study: (1) any road segments more distant than two (2) road miles from the facility entrance which, on a typical operating day, are expected to have a peak of ten (10) or more trucks (from or related to the proposed facility) per hour; and (2) any intersections more distant than two (2) road miles from the facility entrance, which on a typical operating day, are expected to have a peak of ten (10) or more trucks (from or related to the proposed facility) per hour if either intersecting side road carries more than 2,000 vehicles per day. For purposes of this section, it is not necessary to include or address Class I road segments and intersections beyond the first Class I intersection from the facility entrance along the truck route(s). Road segments beyond the intersections of Kickapoo-Edwards Road with I-74, Route 8 at Reservoir Boulevard, Taylor Road at Route 116, Eden Road/MacAllister Road/Murphy Road at Route 116, and Eden Road at Route 8 need not be included on the table nor assessed in the traffic study.

### **37. CAPACITY GUARANTEE**

Commencing with the first calendar year following the year in which PCCL first accepts waste at the Expansion Solid Waste Facility and for twenty-five years thereafter, PCCL shall provide the County with disposal capacity at the Expansion Solid Waste Facility for all of the solid waste and special wastes which are not defined as Hazardous Waste ("Nonhazardous Solid Waste") and which are generated within the County's boundaries, provided, however, that PCCL is permitted to receive said Nonhazardous Solid Waste. PCCL's obligation to provide the County with disposal capacity shall extend only to Nonhazardous Solid Waste which is initially generated within the County, and specifically excludes such out-of-County waste that may be delivered to a waste transfer station located within the County. Notwithstanding the foregoing, in the event the permitted capacity for the Expansion Solid Waste Facility exceeds 10,000,000 tons of capacity, then the foregoing guarantee of disposal capacity for the County shall be increased by .5 years for each 250,000 tons of capacity the permitted capacity exceeds 10,000,000 tons.


Prior to the first of each calendar year during the operating life of the Expansion Solid Waste Facility, the County shall provide PCCL 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. For the first calendar year, the Annual Estimate shall be mutually agreed upon between PCCL and the County. PCCL shall reserve sufficient capacity to dispose of the quantity of Nonhazardous Solid Waste estimated by the County. During the operating life of the Expansion Solid Waste Facility, if the Annual Estimate shall increase by more than 4% per year, PCCL shall not be required to provide or reserve disposal capacity for such volumes above the 4% annual increase level. The reservation of disposal capacity for the County's Nonhazardous Solid Waste shall not be cumulative, and should the estimated disposal capacity not be utilized by the County during any calendar year, that capacity may not be utilized in subsequent years. PCCL shall submit each year to the Peoria County Board a copy of the Annual Capacity Report filed with the IEPA by PCCL which report shall be used to determine PCCL's remaining landfill capacity.

**38. EMERGENCY OPENINGS.**


In the event of a natural disaster and upon request by the Joint City of Peoria/County of Peoria Solid Waste Disposal Facility Board, its designee, City of Peoria Public Works Director, or the Peoria County Administrator, PCCL shall open the Expansion Solid Waste Facility at no additional charge for the acceptance of waste arising out of or resulting from the natural disaster.

**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.

**COUNTY OF PEORIA**

By:   
Its: County Administrator

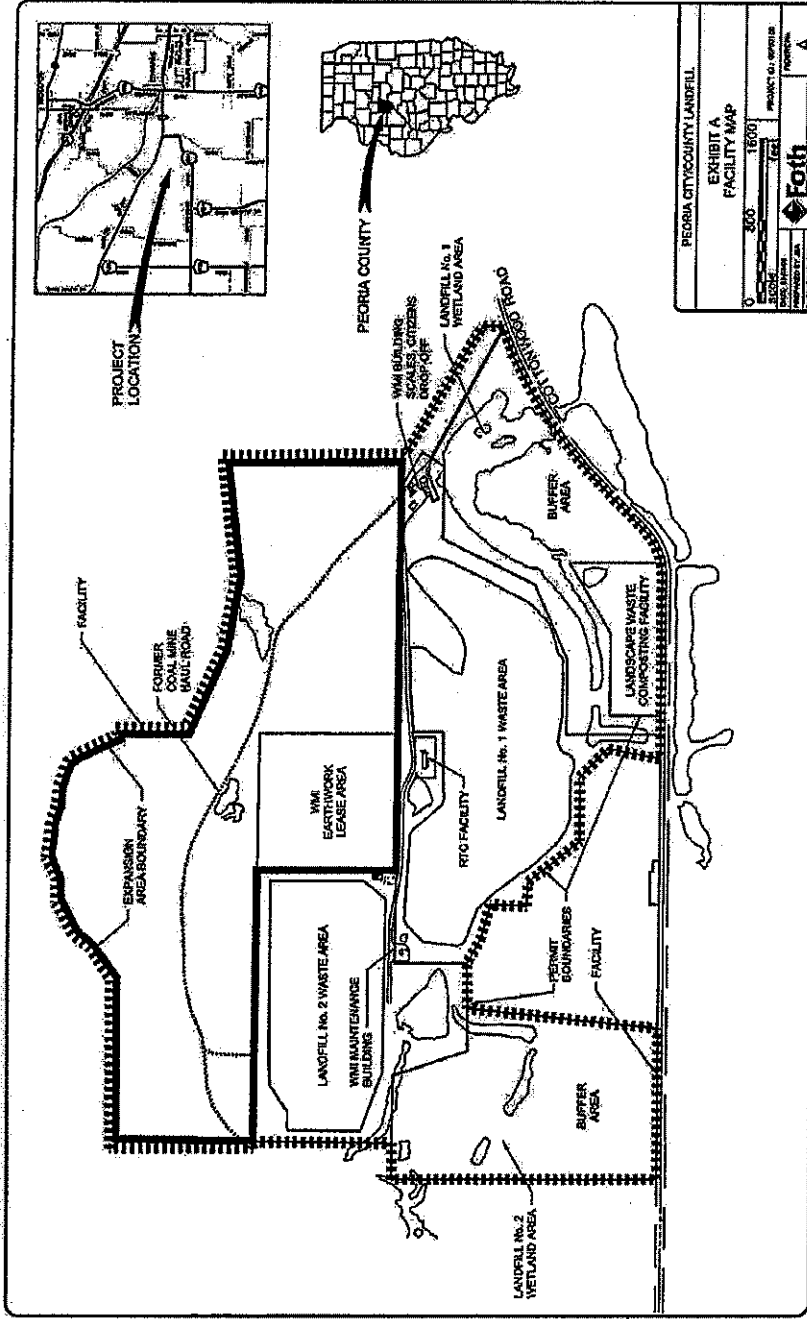
**PEORIA CITY/COUNTY LANDFILL, INC.**

By:   
Royal J. Coulter, President

Attest:

  
Peoria County Clerk

# ATTACHMENT A EXPANSION SOLID WASTE FACILITY



X:\PE\2008\080101\00\and\Exhibits and Figures\Exhibit A\Facility Map\_rebordering  
 Nov 04, 2009 - 1:22pm Rp2