

**BEFORE THE
ILLINOIS POLLUTION CONTROL BOARD**

| | | |
|----------------------------------|---|---|
| STOP THE MEGA-DUMP, |) | |
| |) | |
| Petitioner, |) | |
| |) | |
| v. |) | PCB 10-103 |
| |) | (Third-Party Pollution Control Facility |
| COUNTY BOARD OF DEKALB COUNTY |) | Siting Appeal) |
| ILLINOIS and WASTE MANAGEMENT OF |) | |
| ILLINOIS, INC., |) | |
| |) | |
| Respondents. |) | |

**RECEIVED
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AUG 12 2010

**STATE OF ILLINOIS
Pollution Control Board**

| | | |
|-------------------------------|---|--|
| WASTE MANAGEMENT OF ILLINOIS, |) | |
| INC. |) | |
| |) | |
| Petitioner, |) | |
| |) | |
| v. |) | PCB 10-104 |
| |) | (Pollution Control Facility Siting Appeal) |
| DEKALB COUNTY BOARD, |) | (Consolidated) |
| |) | |
| Respondent. |) | |

**RESPONDENT DEKALB COUNTY BOARD'S RESPONSES TO PETITIONER STOP
THE MEGA-DUMP'S FIRST SET OF INTERROGATORIES DIRECTED TO
RESPONDENTS**

Respondent DeKalb County Board (the "County") responds to Stop the Mega-Dump's (STMD) First Set of Interrogatories and Requests for Documents as follows:

GENERAL OBJECTIONS

The County makes the following general objections which are incorporated by reference into each of its responses to particular interrogatories:

1. To the extent that any interrogatory can be construed as calling for information (or the identification or production of documents) subject to the attorney-client privilege, work-product doctrine, or any other privilege, the County hereby asserts that doctrine or privilege and

objects to the interrogatory on that basis. Pursuant to Section 50-54(c)(2) of the DeKalb County Siting Ordinance and the local siting review process under Section 39.2 of the Illinois Environmental Protection Act, the County retained Schiff Hardin as counsel in order to assist in developing a record sufficient to form the basis of an appeal of the County Board decision.¹ Accordingly, any exchanges between and among Schiff Hardin attorneys, DeKalb County State's Attorney and the County Board Members or County Staff that the County is withholding were made in anticipation of litigation and/or constituted attorney-client work product. To the extent STMD requests a description of each document withheld indicating, among other things, the grounds relied upon for withholding the documents and additional information such as the location of its creation, present location, identify of any person to whom it has already been revealed, any person who possesses it or who previously had custody of it, the County objects to identifying or revealing such information or documents.

2. The responses contained herein are made in a good faith effort to supply as much factual information as is presently known. All of the responses provided below are based only upon such factual information and documents that are presently available and specifically known to the County. It is anticipated that further discovery, investigations, legal research and analysis will supply additional facts, add meaning to the known facts, and establish new factual contentions and legal conclusions, all of which may lead to additions to, changes in and variations from the responses contained herein. The County expressly reserves the right to rely on or use, before or during trial, any facts or documents which may be subsequently uncovered

¹ Article III: Regional Pollution Control Facility Siting Ordinance, Section 50-54(c)(2) provides: "In order to develop a record sufficient to form the basis of an appeal of the county board decision, the county department of health and the state's attorney's office may retain consultants on behalf of the county. The consultants and the county agencies shall then commence a study of the application. The applicant shall cooperate fully with the consultants and the technical staff of the county in their review of the application."

as a result of ongoing discovery and investigation, or which may be adduced at hearing.

3. Inadvertent identification of any documents or information subject to any applicable privilege or doctrine, including but not limited to the attorney-client privilege and the work product doctrine, is not intended to be, and shall not operate as, a waiver of any such privilege, in whole or in part, nor is any such inadvertent disclosure intended to be, nor shall it constitute, a waiver of the right to object to any use of such document or information.

Without waiving any and subject to each of these general objections, and to the specific objections which follow, the County responds to each separate interrogatory below. The County filed the Record on Appeal ("Record") with the Board on July 20, 2010. These responses do not duplicate documents or information that has already been submitted as part of the Record.

ANSWERS AND OBJECTIONS TO INTERROGATORIES

1. For the period between January 1, 2009, and May 10, 2010, please identify all communications in verbal, written or electronic form made by any County Board Member or made to any County Board Member relating to the Application, excepting therefrom, communications in the form of official filings by WMII, other registered participants, filed public comments and filing by the County staff or hearing officer, and with respect to each such communication, please identify:

- A. The date said communication took place;
- B. The person or group initiating and/or authoring the communication;
- C. The person or group receiving the communication;
- D. The substance and content of the communication;
- E. The identity of all others present when such communication was made;
- F. The identity of all others present when such communication was received;
- G. The manner of the delivery of the communication; and
- H. Whether any record or memorandum of said communication exists.

ANSWER: Board Member Anita Turner states she asked Board Members Stoddard and Andersen a question regarding geology during the local siting hearings that

took place at Kishwaukee College. She states that after Board Member Andersen “yelled” at her, she left. Board Member Turner states Mr. Mac McIntyre observed the exchange. Board Member Sally DeFauw states she had conversations with two members of the Pollution Control Facility Subcommittee (“PCFC”). According to Board Member DeFauw, she called Board Members Vary and Haines with questions about hydrogen sulfide gas and possible groundwater contamination. While she does not remember the dates, she estimates they occurred around the end of April or early May 2010. She also spoke with Board Member Vary about the history of the committee’s deliberations and why they decided to recommend approving the landfill expansion to the County Board.

Board Member DeFauw responds she also spoke with her neighbor, Misty Haji-Sheikh, who had questions about the proposed landfill expansion. Board Member DeFauw told Ms. Haji-Sheikh she could not discuss the matter with her, but could listen to her concerns. Board Member DeFauw made no comment other than recommending that Ms. Haji-Sheikh could find the answers to her questions in the landfill application which was at the County Administrative offices. According to Board Member DeFauw, DeKalb County Board Coordinator, Mary Supple, helped Ms. Haji-Sheikh find what she needed.

Board Member Ken Andersen states he received numerous emails regarding the Application for expansion from January 1, 2009 through May 10, 2010, and that he submitted those emails in response to a Freedom of Information Act (“FOIA”) request. The responses to FOIA requests are included in the Record at C0008057-C0008265. Board Member Andersen states he also received phone calls within the relevant dates, mostly from citizens within the district he represents. He states that in all of these calls he

reminded the caller that he could not talk about or discuss the upcoming vote on the proposed expansion.

Board Member Riley Oncken stated he received several phone calls from constituents regarding the landfill issue and received several voicemail messages as well. Board Member Oncken states that many of the people who called were participants in the hearing and expressed the same concerns to him as they did at hearing. Board Member Oncken provided copies of communications responsive to this interrogatory, which are attached to Respondent DeKalb County Board's Responses and Objections to Petitioner Stop the Mega-Dump's First Request to Produce Documents ("County's Response to STMD's Document Requests") as Exhibit A.

Board Member John Hulseberg states he spoke with the following people in person: John Boies, Mary-Glynn Boies, Marilyn Hyrmak, Richard Larson, Barbara Votaw, and Patricia Deboc. Board Member Hulseberg states he also spoke with the following people by phone: Peter Barick, Diana Swanson, Rosemarie Slavinas, Richard Newbauer, Thecla Cooler, John Farrell, Paul Miller, and Cheryl Guss.

Board Member Pat Vary states she had a practice of deleting emails with subject lines about the landfill. She did open several, but deleted them when she saw that the content related to the landfill. There is also an automatic deletion policy applicable to her Northern Illinois University email account. She has copies of two emails, one from John Boies from April 2, 2010, and the other from Eleanor Hegland, from April 7, 2010. These are included in Exhibit A to the County's Response to STMD's Document Requests. Board Member Vary states she received several phone calls, was approached in the grocery store or shops, and in each case explained that under state law she could not discuss the

proceedings. She states that she also encouraged many people who contacted her to come to the hearings or write public comments during the 30-day public comment period.

Additional electronic communications have been found responsive to this Interrogatory. Copies of those communications are submitted as Exhibit A to these Responses in lieu of describing them.

2. Between January 1, 2009, and May 10, 2010, please identify any and all meetings between any member of the County Board and any other member of the County Board at any time or place where the Application or the contemplated expansion of the DeKalb County Landfill was considered or discussed, excepting therefrom official meetings of the County Board or its committees and, with respect to each such meeting, identify:

- A. The date and time upon which said meeting took place;
- B. The location at which said meeting took place; and
- C. The names of all individuals who were present at said meeting.

ANSWER: Board Member Michael Haines states he participated in a meeting that took place at the DeKalb County Board offices within two days after the Ad Hoc Solid Waste Committee meeting of February 9, 2009.

3. Between January 1, 2009, and May 10, 2010, state whether or not any member of the County Board or any employee of the County received anything of value from WMII and/or any of their representatives. If so, please identify:

- A. The name of the person or organization making the gift or transfer;
- B. The name of the person or organization receiving the gift or transfer;
- C. The date upon which the gift or transfer was made; and
- D. The amount of the gift or transfer.

ANSWER: Other than items offered during the tours of the Prairie View Recycling and Disposal facility in Will County, Illinois, identified in the answer to Interrogatory No. 4 below, no County Board member or County employee received anything of value from WMII or its representatives. During the tours identified in the answer to Interrogatory No. 4 below, WMII offered the following to County Board members and County employees identified in the answer to Interrogatory No. 4 below: a box lunch from Jimmy Johns, a ball point pen, highlighter, and an eyeglass/sunglass holder for visor. The value of these items are not known to the County.

4. Did any members of the County Board or any employees of the County, between January 1, 2009 and May 10, 2010, go to, visit or tour any landfill owned or operated by WMII, and if so, please identify:

- A. The date of the visit or tour;
- B. The name of the facility toured or visited;
- C. The names of all persons present;
- D. The means by which County Board members or County employees traveled to and from the facility.

ANSWER: Certain DeKalb County Board members and DeKalb County employees visited the Prairie View Recycling and Disposal Facility on five occasions. The requested information for each of the visits is as follows:

July 16, 2009

**Board Members: Ruth Ann Tobias, Anita Jo Turner
County employee: Dennis Miller
Others: Peter Tobias, Joe Pasteris
WMII: Lee Addleman, Dale Hoekstra, Bill Plunkett
Means of Transportation: DeKalb Volunteer Action Center bus**

August 18, 2009

Board Members: Ken Andersen, Sally DeFauw, John Finerson, Pat Vary
County employees: Ray Bockman, Paul Miller, Aaron Ruder, Margaret Whitwell

WMII: Lee Addleman, Dale Hoekstra, Bill Plunkett

Means of Transportation to Facility: DeKalb Volunteer Action Center bus

September 14, 2009

Board Members: Marlene Allen, Eileen Dubin, Pat Lavigne, Paul Stoddard, Mark Todd

Others: Cheryl "Cookie" Aldis

WMII: Lee Addleman, Dale Hoekstra

Means of Transportation to Facility: DeKalb Volunteer Action Center bus

September 18, 2009

Board Member: Riley Oncken

County employees: Bob Drake, Crystal Springmire

WMII: Lee Addleman

Means of Transportation to Facility: Enterprise cargo van rented by WMII

November 21, 2009

Board Members: Julia Fauci, Michael Haines, John Hullsberg

WMII: Lee Addleman

Means of Transportation to Facility: WMII rental car (Fauci and Hullsberg) and personal vehicle (Haines)

5. Please identify any document or other writing relating to the Application, other than newspaper articles, editorials or letters to the editor, which document or writing is not part of the record filed by the County Board with the Pollution Control Board, in the possession or control of any County Board Member. As to each such document or other writing, please identify:

- A. The County Board member having such document or writing;
- B. The nature of the document or writing;
- C. The date upon which said County Board member came into possession of said document or writing.

ANSWER: Documents responsive to this interrogatory are included in Exhibit A to the County's Response to STMD's Document Requests.

6. Please identify all sources of materials outside the official public records consulted by, used or considered by any County Board member in evaluating, weighing or deliberating on the Application or any of the evidence submitted regarding the same.

ANSWER: The County objects to this Interrogatory on the grounds that it improperly seeks to invade the mental processes of the decisionmakers, is overly broad and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of relevant or admissible information.

7. With regard to the DeKalb County Pollution Control Facility Siting Ordinance and the Articles of Rules and Procedures supplementary to the provisions of that Ordinance please state:

- A. Who drafted said ordinance and rules and procedures;
- B. What input did WMII have in drafting or revising said ordinance and rules and procedures;
- C. Where did the County get the language for Article III, Section 5 of the Rules and Procedures.

ANSWER: The Articles of Rules and Procedures were drafted by the PCFC and adopted by the full County Board on September 19, 2007 and modified on August 19, 2009. The County objects to the remainder of this Interrogatory on the grounds that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of relevant or admissible information. The County further objects to the term "input" as being undefined, which therefore also renders this Interrogatory vague and ambiguous.

8. Describe in detail the policies and procedures in place for public access to the Application, including public copying of the Application prior to the commencement of the siting hearing, and with respect to all such policies and procedures please identify:

- A. The person or persons who developed such policies and procedures;
- B. Whether there is any document related to or evidencing such policies and procedures; and
- C. What input WMII had into the development or implementation of such policies and procedures.

ANSWER: The County has no written procedures in place for public access to the Application. With respect to the policies employed, the County applied Section 39.2 of the Illinois Environmental Protection Act (415 ILCS 5/39.2), the Illinois FOIA (5 ILCS 140/1), and the County ordinances regarding public access to the Application, including public copying of the Application prior to the commencement of the siting hearing. The Regional Pollution Control Facility Siting Ordinance ("Siting Ordinance") can be found in the Record at C0006790-C0006800, and the Articles of Rules and Procedures: Pollution Control Facility Committee ("Articles of Rules and Procedures") can be found in the Record at C0006801-C0006822. The application was made available for public inspection at the DeKalb County Board offices and was available for copying upon payment of the actual cost of reproduction (415 ILCS 5/39.2(c)) and a request made in conformance with the Illinois FOIA (*see* Section 50-54(d)). In accordance with the Siting Ordinance, copies were also made available at libraries specified by the county (Section 50-54(d)). The Siting Ordinance was drafted and adopted by the DeKalb County Board and authorized the PCFC to establish rules and procedures for the application and hearing process conducted by the PCFC.

ATTESTATION

STATE OF ILLINOIS)
) **SS.**
COUNTY OF DEKALB)

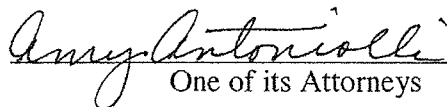
I, _____, being first duly sworn on oath, depose and state I have reviewed the Respondent DeKalb County Board's Responses to Petitioner Stop the Mega-Dump's First Set of Interrogatories Directed to Respondents and I am informed and believe that the factual matters stated therein are true and correct. These responses were prepared with information made available from multiple sources, are not based entirely upon my personal knowledge and reflect information thus far discovered. The County reserves the right to change or supplement these answers or to apply for relief to permit insertion of unintentionally omitted matter.

SIGNATURE

SUBSCRIBED and SWORN to before me this _____ day of August, 2010.

NOTARY PUBLIC

Respectfully submitted,
DEKALB COUNTY BOARD


One of its Attorneys

Dated: August 9, 2010

Renee Cipriano
Amy Antoniolli
SCHIFF HARDIN, LLP
233 South Wacker Drive, Suite 6600
Chicago, Illinois 60606
312-258-5500

ATTESTATION

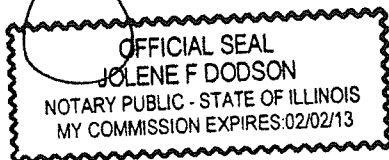
STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

I, John E. Farrell, being first duly sworn on oath, depose and state I have reviewed the Respondent DeKalb County Board's Responses to Petitioner Stop the Mega-Dump's First Set of Interrogatories Directed to Respondents and I am informed and believe that the factual matters stated therein are true and correct. These responses were prepared with information made available from multiple sources, are not based entirely upon my personal knowledge and reflect information thus far discovered. The County reserves the right to change or supplement these answers or to apply for relief to permit insertion of unintentionally omitted matter.

John E. Farrell
SIGNATURE

SUBSCRIBED and SWORN to before me this 9th day of August, 2010.

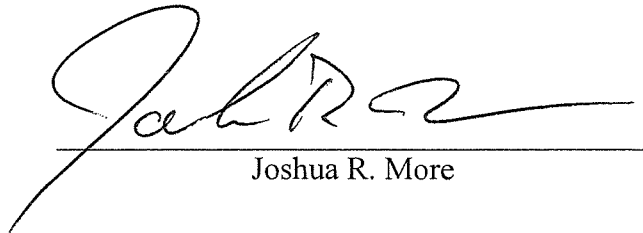
[Signature]
NOTARY PUBLIC



CERTIFICATE OF SERVICE

I, certify that on this 9th day of August, 2010, I served by first class mail, postage affixed, copies of the attached **RESPONDENT DEKALB COUNTY BOARD'S ANSWERS AND OBJECTIONS TO PETITIONER STOP THE MEGA-DUMP'S FIRST SET OF INTERROGATORIES.**

DEKALB COUNTY BOARD,



Joshua R. More

Dated: August 9, 2010

Renee Cipriano
Amy Antonioli
SCHIFF HARDIN, LLP
233 South Wacker Drive, Suite 6600
Chicago, Illinois 60606
312-258-5500

SERVICE LIST

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therriaj@ipcb.state.il.us

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Don Moran
Pedersen & Houpt
161 North Clark, Suite 3100
Chicago, Illinois 60601-3224
dmoran@pedersenhaupt.com

EXHIBIT A

February 23, 2009

MEMO TO: DeKalb County Board Members

SUBJECT: Landfill Expansion

On February 24th the County Board will be holding a workshop on the DeKalb County Landfill host agreement and future expansion of that waste facility. The County Board must now consider the approval of a host agreement which spells out conditions placed on the operation as well as the revenue guarantee received if the agreement is approved.

Farm Bureau has never supported the expansion of the facility based on its ability to generate waste from out-of-county sources. We also are not supportive of a regional landfill. However, we recognize that the parameters in this decision-making process have changed and it is critical that the County Board negotiate an agreement for the benefit of all taxpayers in DeKalb County.

So, as a County Board, have you maximized all options? We understand that transferring waste or staying with the same plan are not options. Closure of the facility is also not viewed as a viable option to address county waste disposal needs. Are you comfortable with the negotiated terms? If so, you need to move with your actions. If not, now is the time to finalize conditions before the agreement is approved.

As a county-wide organization we offer two items for consideration before a final decision is granted:

1. Improvements to Somonauk Road: In light of the benefits received through this expansion agreement, we feel Waste Management should share in the costs to upgrade Somonauk Road to handle future traffic necessitated by the expansion. We commend the negotiators of this agreement for looking at future maintenance responsibilities. However, upfront costs place burden on the county equally as part of the expansion.

2. Litter Control: We commend Waste Management on their current facility and their ability to monitor and enforce litter control. But keep in mind, the facility being proposed has the potential to handle six times the waste handled today. Many of us have witnessed the unsightliness of flying debris in other parts of the county, some due to commercial development and some due to solid waste transfer trucks traveling our state highways. To help alleviate this problem, we ask that consideration be given to placing enforcement controls in this document that put the burden back on Waste Management and their clients when the situation arises. We should all strive for a litter free DeKalb County.
3. Amendments to the Agreement: We strongly encourage the county board to adopt point 25 and hold true to the terms for the life of the agreement. Written consent by all parties involved is necessary to prevent future amendments pitting neighboring jurisdictions against each other.

You have a monumental decision to make. The outcome is our future. We thank you for your consideration of our input and wish you well in providing direction and leadership in a decision that will impact DeKalb County for years to come. We ask you to keep all DeKalb County residents in mind when considering the benefits of the host agreement.

Sincerely,

A handwritten signature in cursive script, reading "Paul D. Rasmussen, Jr.".

Paul Rasmussen, Jr.
President

Landfill:

No, we have negotiated a "Cost fee agreement" with Waste Management. They have now applied for permission to the State. We will have that proposal before us sometime this Fall.

I have been on the solid waste committee for 2 years. We explored transfer stations, direct transport, etc. We hired an engineering firm to help us in the process and to do analyses. The bottom line is that

Our present landfill will be full in approximately 6 years.

8 or 9 landfills to the east of us have or will close this year.

Trucks from these are driving thru DeKalb now with no revenue

A transfer station was explored, but was not economically feasible (Patrick Engineering)

Rochelle has also capped its intake (read the trucks passing thru DeKalb)

We were left with 3 options:

Expand the landfill

Direct-driving to very far landfills with great increase in cost for everyone and much more gas, etc used.

Find another place in the county to start a landfill.

We opted for the first option.

No other company stepped forward during the whole process.

The host fee agreement (on our website, I believe) was to allow 2000tons/day (up from 300 current) with a maximum---I THINK 300,000tons/year=guarantee of 25 years life with probably 40 years actual. As we increase garbage in DK county, out of County waste will decrease. We are generating about 270 tons at the moment.

We presently collect \$1.27 /ton tipping fee on 300tons/day. That will go to \$4 and something/ton (on 2000 tons/day). That money will bring relief to taxpayers and was hard-won.

WM will build a methane recovery plant (no flares, more energy)

Part of the present site is contaminated by previous owners who ran a dump. WM will dig up all of the contaminated waste (they have been monitoring it per EPA for years) and rebury in the landfill in an EPA approved cell.

There are other stipulations that help citizen tax base, build new turn lanes, and ultimately turn over a site that can be a recreational center, more recycling, etc.

My understanding is that after State approval, then we will hold hearings this Fall for citizen input before a Co. Bd. vote, just as we did for the Windfarms. If approved, it will then take 3-5 years to build the new site (East of the present one along I88). So we are cutting it close.

I am writing all this from memory. I am about to take off to work in Germany for two weeks. I hope this answers some of your questions.

March 16, 2009

MEMO TO: DeKalb County Board Members

SUBJECT: Host Agreement

On March 10th the Executive Committee for the County Board reviewed the host agreement between DeKalb County and Waste Management. As part of this agreement two items were added since the Solid Waste Ad Hoc Committee approved the document. These items were \$100,000 for the land conservation efforts and \$200,000 for a solid waste recycling program.

While we concur that these items may be the desire of some members of the board, we struggle with the need to have them in this binding agreement. In our view, these items are clearly budgetary issues and should be discussed and prioritized along with other program wishes during September budget discussions.

To earmark dollars as part of the agreement is not the true intent of the agreement and is a bad business practice. If this practice is to be followed, we are sure other departments have their wish lists as well. Whether it is a crowded jail, expansion of the courthouse and/or funding of future retirement needs, there are some monumental decisions that the county will be facing in the fiscal years ahead. For this reason, we strongly encourage that the County Board reconsider this funding practice and remove all county funded earmarks from the document.

One could argue that this can always be reconsidered once proposed dollars become available and needs for the county programs are more defined. If this is the case, we would again question the need for their presence in this document. Again, it is a budget issue, not a host agreement issue.

As stated in our earlier correspondence, we recognize that the parameters in this decision-making process have changed and it is critical that the County Board negotiate an agreement for the benefit of all taxpayers in DeKalb County. In doing so, we ask that you also approve a document that benefits all county departments

through a process that can be deliberated through budget discussions once proposed revenue becomes available.

Through input of the Solid Waste Ad Hoc Committee and the commitment of county staff, you have drafted a document that addresses the solid waste needs for the county and provides a revenue stream for future county needs. Other decisions should be made once the revenue is available. Please reconsider the document without the earmarks.

The decision is yours. The outcome determines the future for DeKalb County residents. We thank you for your consideration of our input and wish you well in providing direction and leadership in a decision that will impact DeKalb County for years to come. We ask you to keep all DeKalb County residents in mind when considering the benefits of the host agreement.

Sincerely,

A handwritten signature in cursive script, reading "Paul D. Rasmussen, Jr.".

Paul Rasmussen, Jr.
President

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:33 PM
To: Supple, Mary
Subject: Re: Landfill Input

Mary. This is the first of 18 e-mails that I will be sending to you to comply with the FOIA request from Mr. Kenny.

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
"In God I Trust"

From: "Riley N. Oncken, Esq." <rno@yourlawsmith.com>
To: Robert Seyller <mayor@cortlandil.org>
Cc: kenandersendist3@yahoo.com
Sent: Wed, March 18, 2009 4:20:34 PM
Subject: RE: Landfill Input

Bob:

I appreciate your e-mail and understand your frustration, as Cortland will be significantly impacted. I will be at the meeting at about 7:00, if you want to talk to me more before the meeting begins.

Sincerely,

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968
www.yourlawsmith.com

The information contained in this e-mail message is privileged, confidential information intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that this is not a waiver of any privilege, and any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone and permanently delete the original message. Thank you.

From: Robert Seyller [mailto:mayor@cortlandil.org]
Sent: Wednesday, March 18, 2009 4:13 PM

7/14/2010

CTY 0007

To: Riley N. Oncken, Esq.; Chuck Lanning; Shawn McAllister; Dan Milroy; Mike Siewierski; Brad Stone; Ben Suppeland; kmundy@cityofsycamore.com; rich@sycamorefirst.com; alderbauer@comcast.net; sycamore2ndward@comcast.net; videodr@aol.com; sycward3taylor@yahoo.com; admurfi@aol.com; tkessler4th@hotmail.com; dknuth1960@aol.com
Cc: kenandersendist3@yahoo.com
Subject: RE: Landfill Input

DISCLAIMER: Cortland Trustees, Please to not enter into an e-mail dialog as it may become a violation of the open meeting act.

Riley,

Thank you for having asked for our input. Having said that, my frustration is your timing. Since we have not been able to have the conversation I will let you know via this method what I have done on Cortland's behalf.

1. I have attended most of the meetings of the solid waste committee, in the past four years.
2. I was assured by the County and Waste Management that the Town of Cortland would be included in the fee structure of any landfill expansion due to our close proximity.
3. I attended the committee of the whole meeting where the proposed Host Agreement was discussed. After that meeting I expressed my displeasure that no tipping fees or other considerations are included in this document for Cortland, the largest population group affected by the landfill. I feel the County has not represented Cortland's interest in this matter or the interest of any other County municipality.
4. I will be attending tonight's meet with legal counsel.

Robert K Seyller, Mayor

Town of Cortland
59 S. Somonauk Road
PO Box 519
Cortland, IL 60112-0519

P. 815-756-9041
F. 815-756-4583
e-mail to: mayor@cortlandil.org
web: cortlandil.org

From: Riley N. Oncken, Esq. [mailto:rno@yourlawsmith.com]

Sent: Tue 3/17/2009 5:40 PM

To: Robert Seyller; Chuck Lanning; Shawn McAllister; Dan Milroy; Mike Siewierski; Brad Stone; Ben Suppeland; kmundy@cityofsycamore.com; rich@sycamorefirst.com; alderbauer@comcast.net; sycamore2ndward@comcast.net; videodr@aol.com; sycward3taylor@yahoo.com; admurfi@aol.com; tkessler4th@hotmail.com; dknuth1960@aol.com

Cc: kenandersendist3@yahoo.com

Subject: Landfill Input

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of

7/14/2010

CTY 0008

Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968
www.yourlawsmith.com

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7/14/2010

CTY 0009

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:34 PM
To: Supple, Mary
Subject: Fw: Landfill Input

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
"In God I Trust"

----- Forwarded Message -----

From: Robert Seyller <mayor@cortlandil.org>
To: "Riley N. Oncken, Esq." <rno@yourlawsmith.com>; Chuck Lanning <clanning@cortlandil.org>; Shawn McAllister <smcallister@cortlandil.org>; Dan Milroy <dmilroy@cortlandil.org>; Mike Siewierski <msiewierski@cortlandil.org>; Brad Stone <bstone@cortlandil.org>; Ben Suppeland <bsuppeland@cortlandil.org>; kmundy@cityofsycamore.com; rich@sycamorefirst.com; alderbauer@comcast.net; sycamore2ndward@comcast.net; videodr@aol.com; sycward3taylor@yahoo.com; admurfi@aol.com; tkessler4th@hotmail.com; dknuth1960@aol.com
Cc: kenandersendist3@yahoo.com
Sent: Wed, March 18, 2009 4:12:56 PM
Subject: RE: Landfill Input

DISCLAIMER: Cortland Trustees, Please to not enter into an e-mail dialog as it may become a violation of the open meeting act.

Riley,

Thank you for having asked for our input. Having said that, my frustration is your timing. Since we have not been able to have this conversation I will let you know via this method what I have done on Cortland's behalf.

1. I have attended most of the meetings of the solid waste committee, in the past four years.
2. I was assured by the County and Waste Management that the Town of Cortland would be included in the fee structure of any landfill expansion due to our close proximity.
3. I attended the committee of the whole meeting where the proposed Host Agreement was discussed. After that meeting I expressed my displeasure that no tipping fees or other considerations are included in this document for Cortland, the largest population group affected by the landfill. I feel the County has not represented Cortland's interest in this matter: or the interest of any other County municipality.
4. I will be attending tonight's meet with legal counsel.

7/14/2010

CTY 0010

Robert K Seyller, Mayor

Town of Cortland
59 S. Somonauk Road
PO Box 519
Cortland, IL 60112-0519

P. 815-756-9041
F. 815-756-4583
e-mail to: mayor@cortlandil.org
web: cortlandil.org

From: Riley N. Oncken, Esq. [<mailto:rno@yourlawsmith.com>]
Sent: Tue 3/17/2009 5:40 PM
To: Robert Seyller; Chuck Lanning; Shawn McAllister; Dan Milroy; Mike Siewierski; Brad Stone; Ben Suppeland; kmundy@cityofsycamore.com; rich@sycamorefirst.com; alderbauer@comcast.net; sycamore2ndward@comcast.net; videodr@aol.com; sycward3taylor@yahoo.com; admurfi@aol.com; tkessler4th@hotmail.com; dknuth1960@aol.com
Cc: kenandersendist3@yahoo.com
Subject: Landfill Input

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
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Sycamore, Illinois 60178
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7/14/2010

CTY 0011

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:35 PM
To: Supple, Mary
Subject: Fw: Landfill Agreement

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
" In God I Trust"

----- Forwarded Message -----

From: Ken Mundy <kmundy@cityofsycamore.com>
To: "Riley N. Oncken, Esq." <rno@yourlawsmith.com>; Bill Nicklas <bnicklas@cityofsycamore.com>
Cc: kenandersendist3@yahoo.com
Sent: Wed, March 18, 2009 9:57:41 AM
Subject: RE: Landfill Agreement

Thank you.

From: Riley N. Oncken, Esq. [mailto:rno@yourlawsmith.com]
Sent: Wednesday, March 18, 2009 9:19 AM
To: kmundy@cityofsycamore.com; ' Bill Nicklas '
Cc: kenandersendist3@yahoo.com
Subject: Landfill Agreement

Attached are the current drafts of the landfill agreement and attachments if you want to review them. I would recommend looking at it, in case you get questions from constituents. There are a lot of misconceptions from people who have not read the agreement. The availability of a local facility which guarantees waste disposal for DeKalb County residents for the next 25 years is enticing. The way it the agreement is worded, it allows for waste to come from out of county, but DeKalb County waste has priority and is guaranteed. For every ton we generate in the County, it lowers the waste that can come in from out of county. It also places a cap on the total amount of waste which can come each year. Additionally, we make money on every ton of waste, including the waste that is brought in from out of county.

Let me know if you have any other input.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law

7/14/2010

CTY 0012

Supple, Mary.

From: Bockman, Ray
Sent: Wednesday, February 18, 2009 12:39 PM
To: Andersen, Kenneth ; Anderson, Larry A.; Chambliss, Kevin; DeFauw, Sally; Dubin, Eileen ; Emerson, John; Fauci, Julia; Gudmunson, John; Haines, Michael; Hulseberg, John ; Metzger, Jeffery L.; newport, Scott; Oncken; Osborne, Richard; Pat LaVigne; Stoddard, Paul ; Stuckert Sr., Michael ; Tobias, Ruth Anne; Tobias, Ruth Anne; Todd, Mark; Turner, Anita J.; Vary, Patricia; Walt, Steve
Cc: Supple, Mary; Hannan, Terry; Hanson, Gary; Drake, Bob; John Farrell; Miller, Paul; Roger Steimel; Vince Faivre
Subject: Final Draft - proposal for Host Fee Agreement between the County and Waste Management
Follow Up Flag: Follow up
Due By: Thursday, February 19, 2009 12:40 PM
Flag Status: Flagged
Attachments: 000Host Agreement FINAL Draft 2-17-09.doc; 00 HOST FEE FINAL DRAFT ATTACH 2-17-09.pdf

We are still processing some possible changes to the well monitoring parameters between our engineers and theirs. This proposal will be distributed in hard copy to all of you prior to the workshop. **(Tuesday 2/24/2009 7:00PM - Gathertorium)** This proposal makes some technical changes (definitions mostly), incorporates comments from counsel for the county and may shortly reflect the results of those engineering discussions. Added are sections 19b continuing and expanding the county's solid waste education program, 19c. Continuing and strengthening the Forest Preserve District's land conservation and environmental education programs. Section 22 is the only other new section. This section adds a rural recycling component.



000Host Agreement 00 HOST FEE
FINAL Draft... IAL DRAFT ATTACI

Supple, Mary

From: Bockman, Ray
Sent: Thursday, January 22, 2009 3:00 PM
To: Drake, Bob; Ken Andersen; Miller, Paul; Patricia S. Vary; Roger Steimel; Ruth Anne Tobias (E-mail); Vince Faivre
Cc: Farrell, John; 'Hoekstra, Dale'; Addleman, Lee; Supple, Mary
Subject: Save the date 2/9/2009

Follow Up Flag: Follow up
Due By: Friday, January 23, 2009 3:00 PM
Flag Status: Flagged

We are ready to set **Monday 2/9/2009 at 9:00 am** as the next meeting of the Solid Waste Committee. At that time we will review the Draft Host Fee Agreement that I will forward to you next Monday or Tuesday. If you are unable to attend at that time and have input on the agreement please contact me before the 9th and share your suggestions so that I can make the committee aware of them.

Conference Room East has been reserved for this meeting.

Mary please make sure this gets on the weekly calendar that goes out the preceding week.

DRAFT
Ad Hoc Solid Waste Committee
February 9, 2009
@9:00a.m.

The DeKalb County Ad Hoc Solid Waste Committee met on Monday, February 9, 2009, @ 9:00a.m. in the Administration Building's Conference Room East. Chairman Ruth Anne Tobias called the meeting to order. Members present were Ken Andersen, Vince Faivre and Pat Vary. Others present were Ray Bockman, Paul Miller, Greg Millburg, Michael Haines, Mr. Lee Adlemann, Mr. Bill Plunkett and Mr. Dale Hoekstra of Waste Management.

APPROVAL OF THE MINUTES

Moved by Ms. Vary, seconded by Mr. Andersen, and it was carried unanimously to approve the minutes of September 2008.

APPROVAL OF THE AGENDA

Moved by Mr. Faivre, seconded by Ms. Vary, and it was carried unanimously to approve the agenda as presented.

DRAFT HOST FEE AGREEMENT DISCUSSION

Mr. Ray Bockman, DeKalb County Administrator, briefly informed the committee that he had contracted with Mr. Russell Selman, Attorney, to perform a legal review of the Host Fee Agreement. He had received his comments on the Agreement last night. The changes are lawyerly, said Mr. Bockman. He also said that Patrick Engineering is looking at the Agreement for any technical changes that may have to be made. Mr. Bockman then turned over the meeting to Mr. Lee Adlemann and Mr. Dale Hoekstra of Waste Management.

Mr. Adlemann listed highlights from the September 2008 meeting and handed out a concept drawing to the committee that will be considered by the full County Board and full Forest Preserve Commissioners. He then complemented everyone that sits on the County's negotiating team. Mr. Adlemann said that it should take about 4 to 6 months to file an Application for the County Board to consider. Below is the list of highlights on the Host Fee Community Agreement that Mr. Adlemann covered:

1. A total capacity of 22 million tons.
2. A guarantee of 25 years for DeKalb MSW
3. A cap of 500,000 tons per year (2,000 tons a day with 1,600 tons from out-of-county volume)
4. A guaranteed minimum of 375,000 tons TPY
5. A host fee of \$4.60 ton
6. An annual escalator clause of the lesser of CIP-U (Chicago Region) or 5%

7. A property value guarantee for ½ mile from the site's waste mass footprint. Mr. Adelman said that if the property is touched by the "arc" then the total amount of property would be covered as of the date of the Host Fee Agreement by the County Board.
8. A well water guarantee for properties within the ½ mile aforementioned. Mr. Adelman explained that this will be monitored on a quarterly timeframe.
9. Free disposal for DeKalb County Government and Buildings and Forest Preserves.
10. A fee of \$25,000 per year for an annual Household Hazardous Waste Event.
11. A one-time payment of \$50,000 for the Forest Preserve District's end-use planning.
12. A 99-year of 12-15 acres of WMI property on Gurler Road for \$1.00 per year.
13. An Environmental Contingency Insurance Fund of \$20 million
14. A General Comprehensive Insurance of \$10 million
15. A cooperation Agreement with the DeKalb County Economic Development Corporation (DCEDC) with a one-time contribution of \$80,000.
16. A verbal commitment for a pre-filing review with a commensurate payment of \$75,000.

Mr. Haines asked who owns the land at post closure?

Mr. Adelman said that the County could lease the property from Waste Management for \$1.00 a year as an example.

He also said that they are donating land to the County, about 12 to 15 acres. He continued by saying that on the drawing that they handed out to the committee this morning, you would find the parcel located on the left hand side of the drawing that shows the existing site. The donated land sits in the lower right hand corner of that portion of the drawing.

Mr. Adelman then said that Waste Management will be relocating the flare from I-88 and move it closer towards the entrance of the facility. There is enough methane gas to upsize the flare – they are seeing 880 cubic feet per minute now. They need to see 1200 cubic feet in the output of the methane gas to put in the engine for the production of electricity.

The unlined area on the drawing is right above the donated land to the County. It is in the existing landfill area located on the left hand side of the drawing. They are going through a remediation project by the EPA currently. They will relocate the refuse that is contaminated. It is a very expensive project and they are willing to include this in the agreement.

Mr. Adelmann said that referring to item #14 regarding the DCEDC and one-time contribution of \$80,000, Waste Management would also be giving \$5,000 annually to the Corporation. The \$80,000 is to help promote DeKalb County as a destination for businesses.

Ms. Vary said that in the beginning the committee was saying that the most waste that they wanted to increase the tonnage to was 1500 tons a day over 25 years.

Mr. Adelmann said that they would be trying to attract businesses to locate here in DeKalb County and stimulate the economy. Every ton of DeKalb County waste will displace out-of-county waste. With 2,000 tons per day, which is the goal, at \$4.60 a ton, through the lifetime of the landfill, would bring in \$150,000,000.

Mr. Hoekstra said that he believed that the County of DeKalb is on the verge of the next stage of development and growth.

Chairman Tobias asked if this would be considered a very large dump?

Mr. Adelmann said no, the one in Pontiac, Illinois takes in 20,000 tons per day and is #1 or #2 in the U.S. in terms of volume.

Mr. Hoekstra said that Settler's Hill only took in between 4,000 to 5,000 tons a day. Your landfill expansion is considerably lower. If you take a trip to Prairie View and view their operations, you will see what we are talking about, he further stated. They take in 2,400 tons a day.

Chairman Tobias then asked how many trucks per day are we talking about, again?

Mr. Adelmann said 80 trucks in bound over a 10-hour day. Outbound truck numbers are different. The trucks will be coming in at non-peak hours.

Mr. Hoekstra said that he didn't feel that the DeKalb Landfill will be seeing a lot of transfer trailers a day – we will be seeing some direct haul.

Mr. Adelmann also pointed out that as an example 8 trucks an hour at 8 minutes apart would be coming into the landfill over a 10-hour day. Transfer trailers will have a defined route.

Mr. Haines asked about the closing of the recycle areas in Genoa-Kingston. He is asking if in the Host Fee Agreement there could be an insert including some required amount to be put towards a recycling center for the Northern and Southern parts of the County?

Mr. Bockman said that he would check with Waste Management about whether or not this could be done.

Mr. Bockman said that Mr. Roger Steimel asked him if he could ask Waste Management what the finished height would be?

Mr. Hoekstra said 980' in the new section.

The committee thanked Mr. Adelman, Mr. Hoekstra and Mr. Plunkett for their presentation.

The committee excused Waste Management from the committee's discussion about the presentation.

Mr. Bockman said that we have one landfill in the County and Waste Management is asking for an expansion.

Mr. Haines said that he would like to know who are the biggest users of the landfill?

It was moved by Ms. Vary, seconded by Mr. Faivre and it was carried unanimously to forward this draft Host Fee Agreement, which will include Patrick Engineering's and the County lawyer's changes, to the full county board for their Workshop scheduled for 2/24/09 @ 7:00p.m. in the Gathertorium.

Mr. Haines then asked if the recycling issue for the Northern and Southern parts of the County could also be included in the agreement?

Mr. Bockman said that he would, again, contact Waste Management about the request from Mr. Haines.

ADJOURNMENT

Moved by Mr. Andersen, seconded by Ms. Vary, and it was carried unanimously to adjourn the meeting.

Respectfully submitted.

Chairman Ruth Anne Tobias

RAT:mcs

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DEKALB COUNTY BOARD

**HOST COMMUNITY AGREEMENT WORKSHOP MEETING
MINUTES**

FEBRUARY 24, 2009

The DeKalb County Board met on February 24, 2009 at 7:00 p.m. in the Gathertorium located in the DeKalb County Legislative Center, 200 N. Main Street, Sycamore, IL. Chairman Ruth Anne Tobias called the workshop to order. Those county board members present were Ken Andersen, Pat Vary, Anita Turner, John Hulseberg, Kevin Chambliss, Sally DeFauw, Pat LaVigne, Marlene Allen, Riley Oncken, Jeff Metzger, Sr., Julia Fauci, Eileen Dubin, Larry Anderson, Paul Stoddard, Mark Todd and Scott Newport. Others present were Debbie Heckland and Mike Hay of Waste Management, Bob Seyller, Terry Hannan, Sharon Holmes, John Farrell, Paul Miller, Ray Bockman, Bob Drake, Gary Hanson, Karen Grush, Elena Grimm and Doug Dashner. Ray Bockman, DeKalb County Administrator, began the meeting by introducing Mr. Lee Addleman, Mr. Bill Plunkett and Mr. Dale Hoekstra of Waste Management, Inc. Mr. Addleman began the presentation explaining the 15 points of highlights from the Host Fee Agreement. Those 15 points are as follows:

- A total capacity of 22 million tons
 - A guarantee of 25 years for DeKalb MSW
 - A cap of 500,000 tons per year
 - A guaranteed minimum of 375,000 TPY
 - A host fee of \$4.60 a ton
 - An annual escalator clause of the lesser of CPI-U (Chicago Region) or 5%
 - A property value guarantee for ½ mile from the site's waste mass footprint
 - A well water guarantee for properties within the ½ mile aforementioned
 - Free disposal for DeKalb County Government buildings
 - A fee of \$25,000 per year for an annual Household Hazardous Waste event
 - A one-time payment of \$50,000 for the Forest Preserve District's end-use planning
 - A 99 year long-term lease of 12-15 acres of WMI property on Gurler Road for \$1 per year
 - An Environmental Contingency Insurance Fund of \$20 million-- County is indemnified
 - A General Comprehensive Insurance of \$10 million A cooperation agreement with the DCEDC with a one-time contribution of \$80,000.
 - A verbal commitment for a pre-filing review with a commensurate payment of \$75,000
- Mr. Addleman then explained the "Talking Points" to the contract to the County Board Members.

He said that every ton of waste that comes into DeKalb County could be displaced by DeKalb

County waste. The County has a guarantee from Waste Management for 25 years for their site to be

Page 2

at capacity. There is an unlined portion of the site and Waste Management will remove this

contaminated portion and place it in a new cell that is lined at their costs.

They will be an asset to the County and will bring businesses here to the County for economic

growth. Union Ditch will have a bridge span it and a bio-filter swale will be installed by Waste

Management. The flare will be moved from its current site to the new entrance of the landfill off of

Somonauk Road, possibly in June. They would like to eventually put in a "gas-to-energy engine",

Mr. Addleman said.

As far as recycling, they would like to enhance it. There was some contamination at a couple of

their sites and so they closed them. They are now looking at opening 4 recycling locations at the

northern end, southern end and two other locations in the county, possibly the center of the County

and NIU. They are totally committed to recycling in DeKalb County. They need a fenced in yard,

need operating hours and someone monitoring what is going into the facility.

Mr. Addleman opened up the discussion to questions at this point in the workshop.

Mr. Stoddard asked if there were a potential ground water contamination, what kind of remediation

would there be?

Mr. Addleman said that if there was contamination they would do a quarterly baseline determination

and they test the water for a broad array of parameters. The County's consultant, Patrick Engineering, asked for more items to be added, which increases the parameters and exceeds Federal

Guidelines and will support it.

Mr. Hoekstra said that there are 27 groundwater-monitoring wells on the site now. They measure in

parts per million and sometimes per billion.

Mr. Addleman said that ninety (90) feet of clay is under the new section that they have chosen,

which is very good.

Ms. Julia Fauci asked if the Forest Preserve was getting \$100,000 in the agreement?

Mr. Bockman, DeKalb County Administrator, said yes, it is in the contract.

Mr. Addleman pointed out that the elevation top height is at 945' above sea level currently and that

the new area will be at 980' at some points, but not all.

Mr. Hulseberg asked about recycling support, Section 22, page 18, first sentence "...at such time as

active operations of the landfill cease. Does that mean that at sometime before the life of the landfill

has been reached, Waste Management decides to end its recycling program and terminate it?

Page 3

Mr. Addleman said that DeKalb County has been doing recycling for a long time and that we should

be proud of it. Their programs on the collections side of their business will go on without any

termination of operation, they will always offer refuse and recycling collection. During the

operation of the site, which we estimate to be a minimum of 25 years, there will be an ongoing

recycling component at the landfill, but we want to stimulate that to other areas. One of the things

that we have been talking about is that maybe rather than having a roll off box that is vulnerable to

contamination that requires a truck and a person. Maybe the way to approach this is a township

basis where they put in front-end loaders & turn it into a regular route. He also reminded everyone

present that everyone here could have both pickups for refuse and recycling at their homes for a fee

in the County.

Mr. Larry Anderson asked Mr. Addleman that if Waste Management were sold would the transferee

have to adhere to this agreement?

Mr. Addleman said that the transferee would need to abide to everything in this Agreement.

Mr. Bockman said that the next step would be that we would place this item on the March Meeting

Agenda and if it is approved there then we would pause for about 6 to 8 months and then the 172

process would start in the Fall of 2009. We would need to appoint a 7 member committee comprised of county board members. This committee's meeting would be very formal and would

have to go through the legal process. This process may conclude by February of 2010.

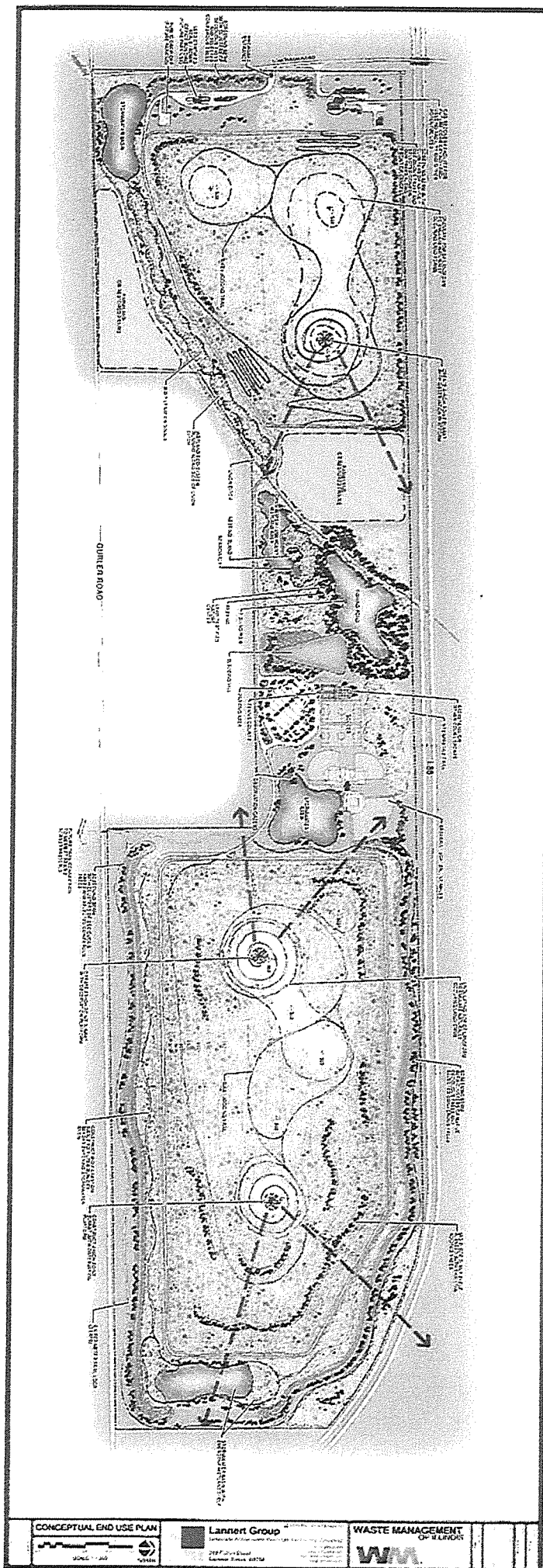
Chairman Tobias thanked everyone present for a very good workshop and presentation.

Respectfully submitted,

Chairman Ruth Anne Tobias

Mary C. Supple, Secretary

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**EXECUTIVE COMMITTEE
MINUTES
March 10, 2009**

The Executive Committee of the DeKalb County Board met on Tuesday, February 10, 2009 at 7:00p.m. at the Administration Building's Conference Room East. Vice-Chairman Larry Anderson called the meeting to order. Members present were Marlene Allen, Ken Andersen, Eileen Dubin, Julia Fauci, Pat LaVigne and Jeff Metzger, Sr.. Michael Haines was absent. The committee invited Mr. John Hulseberg to sit in place of Mr. Haines for the Finance Committee. Others present were Ray Bockman, Gary Hanson, Aaron Ruder, Riley Oncken, Anita Turner, Greg Millburg, Mark Todd, John Emerson, Pat Vary, Elena Grimm, Steve Walt and Terry Hannan.

APPROVAL OF THE MINUTES

Moved by Mr. Andersen, seconded by Ms. LaVigne, and it was carried unanimously to approve the minutes from February 2009.

APPROVAL OF THE AGENDA

Moved by Mr. Metzger, Sr., seconded by Mr. Hulseberg, and it was carried unanimously to approve the agenda.

APPOINTMENTS

- | | |
|--|---|
| 1. DeKalb Sanitary District: | Mr. Timothy Struthers, reappointment for a term of 3 years, until 3/01/2012. |
| 2. DeKalb County Nursing Home Foundation Board: | Ms. Joan Watson-Protano, appointment for a term of 3 years, until 03/01/2012. |
| 3. Regional Planning Commission: Primary Representative for the County of DeKalb - | Mr. Kenneth Andersen |
| Primary Representative for the Town of Cortland - | Ms. Cheryl Aldis |
| Primary Representative for the City of Sycamore - Alternate - | Mr. Bill Nicklas Mr. Brian Gregory |
| Primary Representative for the Village of Lee - Alternate - Primary Representative for the | Mr. Jerry Olson Ms. Martha May |

Village of Shabbona -
Alternate -

Mr. Donald Pardridge
Ms. Claudia Hicks

Primary Representative for the
City of Sandwich -

Mr. Bill Beverley

**All Reappointments for a term of 3
years, until 03/01/2012.**

- | | |
|--|-----------------------|
| 4. Cortland Fire Protection District: | Mr. Robert Jordal |
| 5. DeKalb Fire Protection District: | Mr. Charles J. Faivre |
| 6. Genoa-Kingston Fire Protection District: | Mr. Elmer T. Hughes |
| 7. Hinckley Fire Protection District: | Mr. Gale A. Nehring |
| 8. Shabbona Fire Protection District: | Mr. Gerald Hinkston |
| 9. Sycamore Fire Protection District: | Mr. Tracy Jones |
| 10. Waterman Fire Protection District: | Mr. Roger Thorpe |

**All Reappointments for a term of 3
years, until 03/01/2012.**

- | | |
|--|---|
| 11. Kirkland Fire Protection District: | Mr. Kevin Aves, Appointment for a term of 3 years. |
|--|---|

1. **Appointments expiring for April 2009:**

1. Board of Review – 2 positions
2. Workforce Investment Act Board – 1 position
3. DeKalb County Farmland Assessment Review Committee – 1 position

**Moved by Ms. LaVigne, seconded by Mr. Andersen, and it was carried
unanimously to forward the appointments to the full board for approval.**

Vice-Chairman Anderson mentioned to the committee that we had sent out three more letters to Maple Park, Malta and Lee Fire Protection District regarding the expiration of terms for their individual members. The County Board Office has not heard from them yet and may bring the names forward for approval at the county board meeting in March. He asked the committee if this was okay with them?

The committee said yes, that it was.

HOST COMMUNITY AGREEMENT

Vice-Chairman Anderson then turned over the meeting to Mr. Ray Bockman, County Administrator, in case the members had any questions regarding the Host Community Agreement.

Mr. Bockman said that Mr. Anderson had asked a question regarding piping. He said that there have been methane problems at the DeKalb Landfill and all over Northern Illinois. This is because there has been more than usual rainfall this past year. It is being remediated and Waste Management has put in 4 more methane wells in the landfill and are planning some more. Because they have added to the collection system, the piping that takes the gas off of the top of the wells has to be replaced and they have to put bigger pipe up. In this case, while they are doing that they will be moving the flare towards the landfill entrance. They should have this project completed before this year is up.

Mr. Bockman also mentioned there is another version of the Host Community Agreement coming if the amendment to it goes through tonight along with a new Attachment "C" page.

Vice-Chairman Anderson said one of his concerns was about the earmarks (page 16 items b. and c.) that were put in after the Ad Hoc Solid Waste Committee had met and included in the agreement without going through the committee system. If this agreement is adopted then won't this become law and won't we have to keep making these appropriations every year?

Mr. Bockman said that the suggestions came to him through some county board members and a department head after the negotiations had been concluded. He did so with the consent of Waste Management and the reason that he had their consent by telephone was because it's our money. My answer to your question is no because there's no penalty for you or future boards violating this agreement. The only party that would have any standing in stopping the County from doing anything to this agreement would be Waste Management. He told them that Waste Management does not care how we spend the money. They do care about the money that's coming from them and anything that you bring up here that has an effect on the money they are putting into this agreement will need their consent. Your total investment in this deal is zero.

Vice-Chairman Anderson said what about the money that we have put into the roads?

Mr. Bockman said that you put money into all of the roads in the county as a matter of public duty and to accommodate commerce of all kinds because they are public roads.

After a brief discussion Mr. Andersen moved to amend the Host Community Agreement to strike on page 16, items b. and c. and have those items go back through the committee system. It was seconded by Ms. LaVigne. Discussion followed.

Mr. Bockman reminded the committee that if these items were stricken from the agreement that the County's Solid Waste Program will be zero funded for the next two years. He suggested to keep them at their current level of \$120,000 from the tipping fee.

Mr. Andersen asked how long will it take for this agreement to go into effect (funds received)?

Mr. Bockman said about two to three years, he believes.

Ms. Fauci stated that she does not want these items stricken from the agreement and will vote no on the amendment. She feels that the education components are critical and that our program is fabulous and that we should have more money funded to this program and expand it. The more education that we offer to the community and children the better it will be for the County, she said.

Mr. Hannan explained that the Natural Resource Center currently has a partnership with the U of I Extension Office and Soil and Water Office for some funding. That funding right now is "iffy".

A brief discussion continued about whether or not the amendment should go through.

Mr. Metzger, Sr., said can't we just pass this now and not worry about how the money is going to be spent? Why debate a subject that is two years ahead of its time. He feels that a lot could change over two years.

Mr. Hulseberg said that he is taking Mr. Haines seat tonight for the Finance Committee and said that if he were here tonight, that Mr. Haines would want the two items to remain in the agreement.

Vice-Chairman Anderson returned to the motion after all of the questions had been answered. Those voting yes to strike the two items (page 16. items # b. and c.) from the agreement were Ms. LaVigne, Mr. Andersen and Mr. Larry Anderson. Those voting no to the amendment and not strike the two items were Mr. Hulseberg, Ms. Fauci, Ms. Dubin, Ms. Allen and Mr. Metzger, Sr. The motion to amend the Host Community Agreement by striking items #b. and #c. on page 16 failed.

APPROVAL OF THE COUNTY BOARD AGENDA

Mr. Ray Bockman, County Administrator, reviewed the County Board Agenda for the Board Meeting to be held on February 18, 2009.

Moved by Mr. Andersen, seconded by Ms. Dubin, and it was carried unanimously to approve the County Board Agenda and to forward it to the full board for approval.

GENERAL DISCUSSION

Ms. LaVigne, Chairman of the County Highway Committee, said that she had no report.

Mr. Metzger, Sr., Chairman of the Health & Human Services Committee, said that his committee discussed the Mental Health Unit issue from Kishwaukee Hospital. They heard from a Mr. Barry Schraeder and encouraged him to attend the March 9th Forum. Mr. Metzger, Sr., also said that they would be holding the annual hearings for the Senior Services Tax Levy in April.

Ms. Allen, Chairman of the Law and Justice Committee, said that they heard from Mr. Dennis Miller regarding his annual reports from the Coroner's Office and the ESDA Department.

Ms. Dubin, Chairman of the Economic Development Committee said that her committee heard from Mr. Borek from the DeKalb County Economic Development Committee regarding his monthly report. She informed the committee that the small grant for rain gardens would be filed by the Master Gardeners and The DeKalb Women's Center.

Ms. Fauci, Chairman of the Forest Preserve Committee said they did not have a meeting in February.

Mr. Andersen, Chairman of the Planning and Zoning Committee, said that they are sending two items to the full board for approval this month. He mentioned the Wind Farm Public Hearing on 3/12/09 at the Sycamore High School @ 9:00a.m. and the Special Planning & Zoning Committee Meeting on 4/1/09 at the Kishwaukee College Auditorium at 5:30p.m.

Mr. Hulseberg, Member of the Finance Committee, said that their committee had a presentation about Advertising on our County Website. They also heard information on SSA's and a shortfall in the IMRF Pension Plan for Employees. The Internet Advertising issue and the SSA issue will be coming back to the committee for further discussion in May.

ADJOURNMENT

It was moved by Mr. Andersen, seconded by Mr. Metzger, Sr., and it was carried unanimously to adjourn the meeting.

Respectfully submitted,

Chairman Ruth Anne Tobias

LA:mcs

E:Committee/Executive Committee Minutes 021009.doc

From County Board minutes – meeting of 3/18/2009

AD HOC SOLID WASTE COMMITTEE

Resolution R2009 - 11: Host Community Agreement

Motion

Chairman Tobias moved to approve a Resolution for the DeKalb County Board to enter into a Host Community Agreement with Waste Management, Inc., to provide

both future disposal capacity for the citizens of DeKalb County and certain environmental and financial assurances. Ms. Vary seconded the motion.

Motion to Amend

Mr. Newport moved to strike sections 19B and 19C from Resolution R2009-11.

Ms.

LaVigne seconded the motion.

Roll Call Vote

The Chair called for a roll call on the motion to amend. Those Members voting yea

were Mr. Emerson, Mr. Gudmunson Ms. LaVigne, Mr. Newport, Mr. Oncken, Mr. Stuckert and Mr. Todd and Mrs. Allen. Those Members voting nay were Mrs. De Fauw, Mrs. Dubin, Ms. Fauci, Mr. Haines, Mr. Hulseberg, Mr. Metzger, Mr. Osborne,

Mr. Stoddard, Mrs. Turner, Ms. Vary, Mr. Walt, Mr. Augsburg, and Chairman Tobias. Eight Members voted yea and thirteen Members voted nay. Motion to strike these sections failed.

Motion to Amend

Mrs. Turner moved to amend (and additional language) to section #13:,

Approved,

however, that this Agreement will continue in full force and effect for 25 years after

any termination of disposal operations at the DeKalb Expansion as a result of (i) an

order, judgement or decree issued by a court of competent jurisdiction due to Guarantor=s failure to comply with applicable regulatory requirements or (ii) the revocation of (or refusal to grant) any license, permit or approval needed to operate

due to Guarantor=s failure to comply with applicable regulatory requirements. @ Amendment will be added to Section 13 of the AHost Agreement @ on page 10.

Ms.

Vary seconded the motion.

Roll Call Vote

Page 6

The Chair called for a roll call vote on the motion to amend. Those Members voting

yea were Mrs. De Fauw, Mrs. Dubin, Mr. Emerson, Ms. Fauci, Mr. Gudmunson, Mr.

Haines, Mr. Hulseberg, Ms. LaVigne, Mr. Metzger, Mr. Newport, Mr. Oncken, Mr. Osborne, Mr. Stoddard, Mr. Stuckert, Mr. Todd, Ms. Vary, Mr. Walt, Mrs. Allen, Mr.

Augsburger and Chairman Tobias. All Members present voted yea. Motion carried unanimously.

Roll Call Vote on the Resolution as amended in the Host Community Agreement
The Chair called for a roll call vote on the Resolution as amended. Those Members

voting yea were Mrs. De Fauw, Mrs. Dubin, Mr. Emerson, Ms. Fauci, Mr. Haines, Mr. Hulseberg, Mr. Metzger, Mr. Newport, Mr. Osborne, Mr. Stoddard, Mrs. Turner,

Ms. Vary, Mr. Walt, Mrs. Allen, Mr. Augsburger and Chairman Tobias. Those Members voting nay were Mr. Gudmunson, Ms. LaVigne, Mr. Oncken, Mr. Stuckert

and Mr. Todd. Sixteen Members voted yea and five Members voted nay. Motion carried and passed as amended.

Memorandum

To: DeKalb County Board Members
CC: [Click here and type name]
From: Ruth Anne Tobias
Date: 2/6/2009
Re: Ad-Hoc Solid Waste Committee

As you know, the ad hoc solid waste committee has been meeting for nearly two years to discuss the potential for expanding the landfill run by Waste Management for DeKalb County. The committee voted in September to negotiate a host agreement with the company which will ultimately be voted on by the board. Attached to this memo is a brief overview of this agreement as it currently stands. The committee will meet on Monday to hear a presentation of the terms that have been negotiated, and will likely vote to send it to the executive committee for discussion and vote. This overview presents the highlights of the host fee agreement, and I wanted you all to have something in hand before it appears in the press, if it does appear in the news before the executive committee discussion. Remember that consideration of acceptance of the host fee agreement is **not** a consideration to expand the landfill at this time.

Please contact me or Ray with any questions.

513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968
www.yourlawsmith.com

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From: Bockman, Ray [mailto:rbockman@dekalbcounty.org]

Sent: Thursday, March 05, 2009 1:34 PM

To: Andersen, Kenneth ; Anderson, Larry A.; Chambliss, Kevin; DeFauw, Sally; Dubin, Eileen ; Emerson, John; Fauci, Julia; Gudmunson, John; Haines, Michael; Hulseberg, John ; Metzger, Jeffery L.; newport, Scott; Oncken; Osborne, Richard; Pat LaVigne; Stoddard, Paul ; Stuckert Sr., Michael ; Tobias, Ruth Anne; Tobias, Ruth Anne; Todd, Mark; Turner, Anita J.; Vary, Patricia; Walt, Steve

Cc: Supple, Mary; Hanson, Gary; Drake, Bob; John Farrell; Miller, Paul; Roger Steimel; Vince Faivre

Subject: One more time with the correct attachments

Sorry about that. Here is the same email that I sent this morning with the correct attachments

1. Larry Anderson, Vice-Chairman of the County Board , has asked that the Agreement between the County and Waste Management be placed on the Agenda for next week's Executive Committee meeting. At that time he will entertain a motion to modify that agreement by striking Section 19c. The motion and section 19 c are pasted below for your review.

2. Attached, as promised, are the current versions of the Host Community Agreement and Attachments to that agreement. **The changes are outlined below:**

- Page 7 Changes the term Solid Waste Director to Director of Environmental Health at the request of Public Health. The DEH is the supervisor.
- Page 14 Section 16f. Strikes "for the first ten (10) years". Clarifying that the minimum payment guarantee applies to the entire length of the agreement not just the first ten years.
- Page 16 Section 19c adds the term "and Environmental Education" in two places. Clarification from the Forest Preserve.
- Page 18 Section 22. At the request of a board member strikes the phrase "until such time that active operations at the landfill cease" and replaces it with the words "during the operating life of the landfill expansion". At the request of public health also replaces the term Solid Waste Director with the term Director of Environmental Health.
- Adds attachment B-1 a map of covered wells.
- A revised attachment C incorporates monitoring parameters suggested by the County's engineers.
- Attachment D-2 in Section 12 changes two references to the Director of Environmental Health to County Administrator . Public Health did not feel that this was a good assignment for the DEH and I decided to substitute the CA office but will gladly change it to the name of the first person who asks.
- Attachment E-1 revises lines to follow parcel boundaries as promised.
- Attachment G Delineates County Parcel .

<<00 HOST AGREEMENT(ATTACH) 3-3-09.pdf>> <<00 Host Agreement final draft 2-26-09.doc>>

Larry's Motion is as follows:

Motion: I move to modify the Host Community Agreement being considered by the DeKalb County Board at its March 18, 2009 meeting by striking all of Section 19c. as outlined below.

7/14/2010

CTY 0031

~~e. Land and Water Conservation and Environmental Education Efforts.~~

~~The County will continue and strengthen its land and water conservation and environmental education efforts by appropriating an initial annual amount of \$100,000 to the DeKalb County Forest Preserve District from Host Fee proceeds received under the terms of this Agreement. This annual appropriation shall begin at the time of implementation of this Agreement and shall be adjusted annually for inflation in proportion to the CIP adjustments provided for in Section 16a.~~

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:35 PM
To: Supple, Mary
Subject: Fw: Landfill Agreement
Attachments: 00 HOST AGREEMENT(ATTACH) 3-3-09.pdf, 00 Host Agreement final draft 2-26-09.doc

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
" In God I Trust"

----- Forwarded Message -----

From: "Riley N. Oncken, Esq." <rno@yourlawsmith.com>
To: kmundy@cityofsycamore.com; Bill Nicklas <bnicklas@cityofsycamore.com>
Cc: kenandersendist3@yahoo.com
Sent: Wed, March 18, 2009 9:19:29 AM
Subject: Landfill Agreement

Attached are the current drafts of the landfill agreement and attachments if you want to review them. I would recommend looking at it, in case you get questions from constituents. There are a lot of misconceptions from people who have not read the agreement. The availability of a local facility which guarantees waste disposal for DeKalb County residents for the next 25 years is enticing. The way it the agreement is worded, it allows for waste to come from out of county, but DeKalb County waste has priority and is guaranteed. For every ton we generate in the County, it lowers the waste that can come in from out of county. It also places a cap on the total amount of waste which can come each year. Additionally, we make money on every ton of waste, including the waste that is brought in from out of county.

Let me know if you have any other input.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968
www.yourlawsmith.com

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7/14/2010

CTY 0033

the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that this is not a waiver of any privilege, and any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone and permanently delete the original message. Thank you.

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Sent: Thursday, March 05, 2009 1:34 PM

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Motion: I move to modify the Host Community Agreement being considered by the DeKalb County Board at its March 18, 2009 meeting by striking all of Section 19c. as outlined below.

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~~The County will continue and strengthen its land and water conservation and environmental education efforts by appropriating an initial annual amount of \$100,000 to the DeKalb County Forest Preserve District from Host Fee proceeds received under the terms of this Agreement. This annual appropriation shall begin at the time of implementation of this Agreement and shall be adjusted annually for inflation in proportion to the CIP adjustments~~

7/14/2010

CTY 0034

~~provided for in Section 16a.~~

Attachment A

Landfill Property Legal Description

Existing Landfill Property

PARCEL 1:

THE SOUTH EAST 1/4 OF SECTION 32; AND THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS;
(EXCEPTING THEREFROM THE LAND DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 32 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 32; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF, A DISTANCE OF 645.30 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 94 DEGREES, 25 MINUTES, 59 SECONDS TO THE LEFT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 289.22 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A LINE CURVING SOUTHERLY HAVING A RADIUS OF 285.00 FEET, A DISTANCE OF 197.22 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY ALONG THE EXTENDED TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 32.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 32.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A LINE CURVING WESTERLY HAVING A RADIUS OF 215.00 FEET, A DISTANCE OF 148.78 FEET TO A POINT OF TANGENCY; THENCE WESTERLY ALONG THE EXTENDED TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 294.65 FEET TO A POINT ON THE SAID WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 32; THENCE NORTHERLY ALONG THE SAID WEST LINE, WHICH MAKES AN ANGLE OF 94 DEGREES, 25 MINUTES, 59 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 70.21 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART WITHIN THE LIMITS OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD.)
(ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND: PART OF THE EAST 1/2 OF SECTION 32, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 32; THENCE SOUTH (ASSUMED BEARING), ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 OF SECTION 32, A DISTANCE OF 245.00 FEET; THENCE NORTH 88 DEGREES, 39 MINUTES, 35 SECONDS EAST, PARALLEL WITH THE SOUTHERLY LINE OF A PUBLIC HIGHWAY DESIGNATED THE EAST-WEST TOLLWAY, A DISTANCE OF 279.67 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 245.00 FEET, TO A POINT ON SAID SOUTHERLY LINE; THENCE SOUTH 88 DEGREES, 39 MINUTES, 35 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 279.67 FEET, TO SAID POINT OF BEGINNING.)

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID SOUTH 1/2; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID QUARTER 437.0 FEET TO THE CENTER LINE OF A DRAINAGE DITCH; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, AT AN ANGLE OF 56 DEGREES, 53 MINUTES, 50 SECONDS MEASURED CLOCKWISE FROM SAID WEST LINE, 835.87 FEET TO THE NORTH LINE OF SAID SOUTH 1/2; THENCE WESTERLY ALONG SAID NORTH LINE 700.47 FEET TO THE POINT OF BEGINNING, ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PINS 09-32-400-008, 09-32-400-009, 09-33-300-007, 09-33-300-008
AND 09-33-300-003

PARCEL 3:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 32; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF, A DISTANCE OF 645.30 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 94 DEGREES, 25 MINUTES, 59 SECONDS TO THE LEFT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 289.22 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A LINE CURVING SOUTHERLY HAVING A RADIUS OF 285.00 FEET, A DISTANCE OF 197.22 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY ALONG THE EXTENDED TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 32.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 32.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A LINE CURVING WESTERLY HAVING A RADIUS OF 215.00 FEET, A DISTANCE OF 148.78 FEET TO A POINT OF TANGENCY; THENCE WESTERLY ALONG THE EXTENDED TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 294.65 FEET TO A POINT ON THE SAID WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 32; THENCE NORTHERLY ALONG THE SAID WEST LINE, WHICH MAKES AN ANGLE OF 94 DEGREES, 25 MINUTES, 59 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, A DISTANCE OF 70.21 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART WITHIN THE LIMITS OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD.

PIN

0.492 ACRE (ENTRY ROAD)

SOMONAUK ROAD AND I-88, DEKALB, IL 60115

PARCEL 4:

PART OF THE EAST 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 32; THENCE SOUTH (ASSUMED BEARING), ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 OF SECTION 32, A DISTANCE OF 245.00 FEET; THENCE NORTH 88 DEGREES, 39 MINUTES, 35 SECONDS EAST, PARALLEL WITH THE SOUTHERLY LINE OF A PUBLIC HIGHWAY DESIGNATED THE EAST-WEST TOLLWAY, A DISTANCE OF 279.67 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 245.00 FEET, TO A POINT ON SAID SOUTHERLY LINE; THENCE SOUTH 88 DEGREES, 39 MINUTES, 35 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 279.67 FEET, TO SAID POINT OF BEGINNING, ALL SITUATED IN THE TOWNSHIP OF CORTLAND, DEKALB COUNTY, ILLINOIS.

PIN 09-32-400-006

1.5 ACRES

512 N. SOMONAUK STREET, DEKALB, IL 60115

PARCEL 5:

THE NORTH 370.0 FEET OF THE WESTERLY 280 FEET OF GOVERNMENT LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF DEKALB AND THE STATE OF ILLINOIS.

PIN 12-05-200-010

2.37 ACRES

13530 E. GURLER ROAD, DEKALB, IL 60115

(RESIDENTIAL PARCEL LIES SOUTH OF GURLER ROAD)

Expansion Property

PARCEL A:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL SITUATED IN DEKALB COUNTY, ILLINOIS

PIN 09-34-300-003

40.44 Vacant Acres on Gurler Road, DeKalb, IL 60115

AND

PARCEL B:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, EXCEPT THE TOLLWAY RIGHT OF WAY AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, EXCEPT THE TOLLWAY RIGHT OF WAY, SITUATED IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THE WESTERLY 317.5 FEET, AS MEASURED ALONG THE SOUTH LINE THEREOF OF THE SOUTHERLY 1,372.0 FEET, AS MEASURED ALONG THE WEST LINE THEREOF, OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS; ALSO EXCEPTING ALL THAT PART OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34 ACQUIRED BY THE ILLINOIS TOLL HIGHWAY AUTHORITY AS PARCEL E-726A IN CONDEMNATION CASE NO. 71-ED-402, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST CORNER OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34 AT A POINT LYING 150.0 NORTHEASTERLY OF THE CENTER LINE OF A HIGHWAY KNOWN AS THE EAST-WEST TOLLWAY EXTENSION AS SAID CENTER LINE IS SURVEYED AND STAKED OUT BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND RECORDED IN THE RECORDER'S OFFICE OF DEKALB COUNTY AS DOCUMENT NUMBER 357377, SAID 150.00 FEET BEING MEASURED RADIALLY TO SAID CENTER LINE; THENCE NORTHERLY ALONG THE SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, WHICH INTERSECTS SAID CENTER LINE AT STATION 5193+13.07 TO THE CENTER LINE OF SAID SECTION 34; THENCE WESTERLY ALONG SAID CENTER LINE TO ITS INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE EAST-WEST TOLLWAY EXTENSION, SAID POINT OF INTERSECTION LYING 140 FEET NORTHEASTERLY OF CENTER LINE STATION 5181+69.62; THENCE SOUTHEASTERLY ALONG SAID TOLLWAY NORTH RIGHT OF WAY LINE HAVING A RADIUS OF 3959.72 FEET TO A POINT 140 FEET NORTHEASTERLY OF CENTER LINE STATION 5190+00; THENCE SOUTHEASTERLY TO A POINT 150 FEET NORTHEASTERLY OF CENTER LINE STATION 5191+00; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.

PIN 09-34-400-004 and 09-34-300-002

94.678 Vacant Acres on Gurler Road, DeKalb, IL 60115

PARCEL C:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33; AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33; ALL IN TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF DEKALB AND STATE OF ILLINOIS (EXCEPTING THERE FROM THE FOLLOWING: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID QUARTER, 10.5 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE EAST-WEST TOLLWAY, AS FENCED, OCCUPIED AND MONUMENTED, FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH, ALONG SAID EAST LINE, 493.0 FEET; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES, 55 MINUTES, 35 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, 1016 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID QUARTER, 493.0 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE EASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1016.0 FEET TO THE POINT OF BEGINNING) (ALSO EXCEPTING ANY PART LYING IN THE TOLL HIGHWAY ALSO KNOWN AS INTERSTATE 88) (ALSO EXCEPTING PART CONVEYED IN DEED DOCUMENT 92005373 BEING THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33 LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 THAT IS 11.50 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE WESTERLY TO A POINT ON THE WEST LINE OF SAID SOUTHEAST 1/4 THAT IS 3.30 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 AND THERE SAID LINE TERMINATES) , ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN 09-33-400-001, 09-33-400-004 and 09-33-400-006
108.57 Acres

PARCEL D:

The West 1/4 of the Southwest 1/4 of Section 34, Township 40 North, Range 5, East of the Third Principal Meridian, in DeKalb County, Illinois, excepting the following: That part of the Southwest 1/4 of Section 34, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said quarter, thence southerly along the West line of said section, 628.13 feet for a point of beginning; thence continuing southerly along said West line, 200.00 feet; thence easterly at an angle of 88 degrees, 25 minutes 55 seconds, measured clockwise from said West line, 416.00 feet; thence northerly, at an angle of 91 degrees, 34 minutes 05 seconds, measured clockwise from the last described course, parallel with said West line, 200.00 feet, thence westerly, at an angle of 88 degrees, 25 minutes, 55 seconds measured clockwise from the last described course, 416.00 feet to the point of beginning, all in Cortland Township, DeKalb County, Illinois.

PIN 09-34-300-008 and 09-34-300-009
Approximately 78 acres including residence

PARCEL E:

That part of the Southwest Quarter of Section 34, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Quarter; thence Southerly along the West line of said Section 628.13 feet for a point of beginning; thence continuing Southerly along said West line 200.00 feet; thence Easterly at an angle of 88 degrees 25 minutes 55 seconds measured clockwise from said West line, 416.00 feet; thence Northerly, at an angle of 91 degrees 34 minutes 05 seconds measured clockwise from the last described course, parallel with said West line, 200.00 feet; thence Westerly, at an angle of 88 degrees 25 minutes 55 seconds, measured clockwise from the last described course 416.00 feet to the point of beginning, all in Cortland Township, DeKalb, Illinois.

PIN 09-34-300-004
1.91 Acres with improvements
18450 Chase Road, DeKalb, IL 60115

PARCEL F:

The North 493 feet of the East 1010 Feet of the Northeast 1/4 of Section 33, Township 40 North Range 5 East of the Third Principal Meridian, in Cortland Township, DeKalb County, Illinois.

PIN 09-33-400-007
Approximately 11.35 Acres including residences commonly known as 18425 Chase Road and 18455 Chase Road, DeKalb, IL 60115

PIN 09-33-400-008
.08 Acre Cell Tower Parcel

PARCEL G:

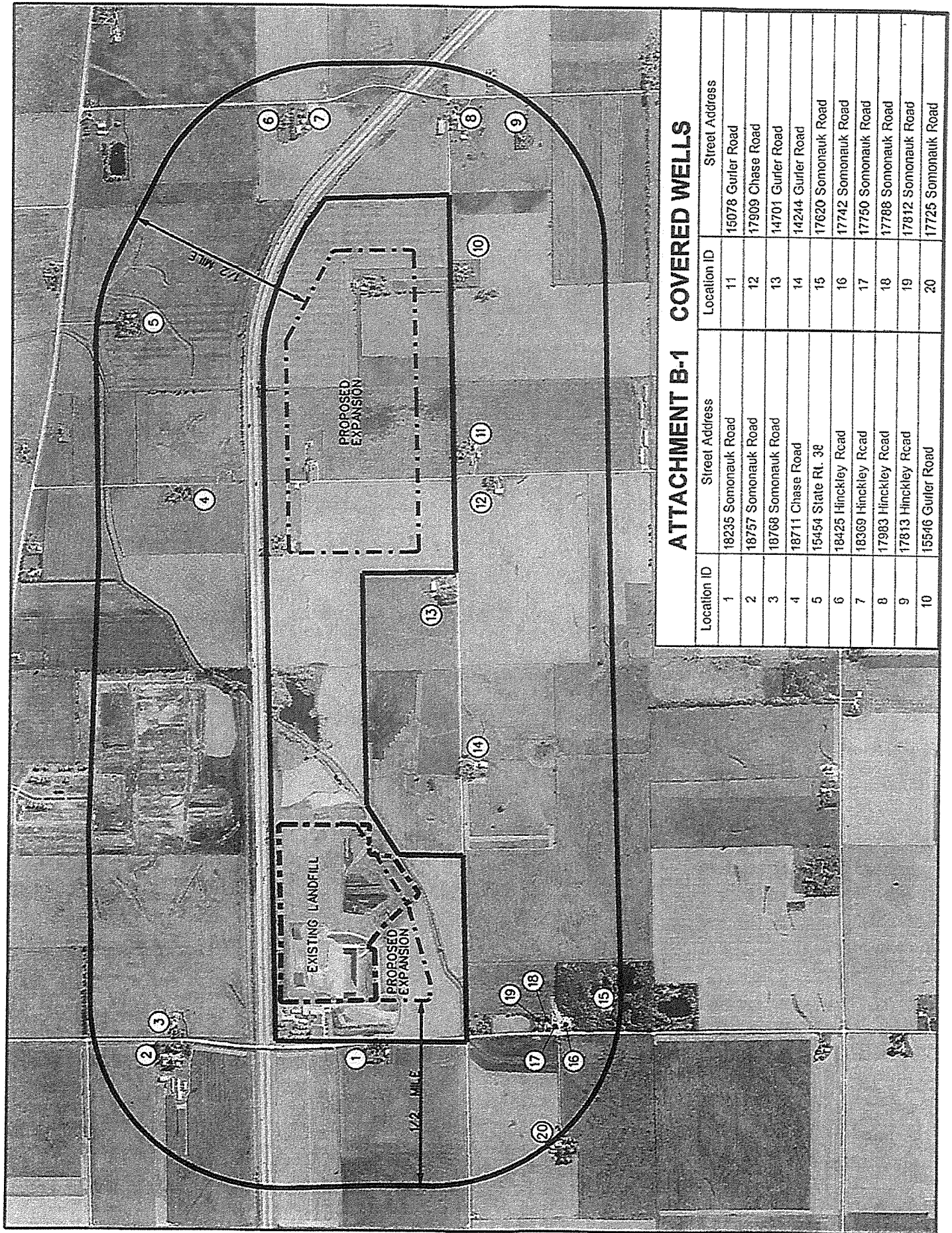
The Westerly 317.5 feet, as measured along the South line thereof, of the Southerly 1,372.0 feet, as measured along the West line thereof, of the Southeast 1/4 of Section 34, Township 40 North, Range 5, East of the Third Principal Meridian, in DeKalb County, Illinois.

PIN 09-34-400-003
10 Acres improved with residence
15541 Gurler Road, DeKalb, IL 60115

Attachment B

Covered Wells

The Covered Wells are those in existence on the effective date of the Host Community Agreement between DeKalb County and Waste Management of Illinois, Inc. located within ½ mile of the DeKalb Expansion, as depicted on Attachment B-1.



Attachment C

Private Well Monitoring Parameters

Inorganic Parameters

| | | |
|--------------|---------------|---------------|
| Arsenic (t) | Silver (t) | Potassium (t) |
| Barium (t) | Chloride (t) | Sodium (t) |
| Cadmium (t) | Ammonia (t) | Bicarbonate |
| Lead (t) | Nitrate (t) | Carbonate |
| Mercury (t) | Sulfate (t) | TDS |
| Selenium (t) | Magnesium (t) | |

Organic Parameters

| | |
|---------------------------|---------------------------|
| Benzene | 1,2-Dichloroethane |
| Bromodichloromethane | 1,1-Dichloroethene |
| Bromoform | 1,2-Dichloropropane |
| Bromomethane | Ethylbenzene |
| Carbon Tetrachloride | Methylene Chloride |
| Chlorobenzene | 1,1,2,2-Tetrachloroethane |
| Chloroethane | Tetrachloroethene |
| 2-Chloroethyl Vinyl Ether | Toluene |
| Chloroform | Trans-1,2-Dichloroethene |
| Chloromethane | Trans-1,3-Dichloropropene |
| Cis-1,3-Dichloropropene | 1,1,1-Trichloroethane |
| Dibromochloromethane | 1,1,2-Trichloroethane |
| 1,2-Dichlorobenzene | Trichloroethene |
| 1,3-Dichlorobenzene | Trichlorofluoromethane |
| 1,4-Dichlorobenzene | Vinyl Chloride |
| 1,1-Dichloroethane | |

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Attachment D

Residential Property Value Guarantee Plan

1. Waste Management of Illinois, Inc. (Waste Management) shall mail the attached notice (Attachment D-1) and one copy of the Property Value Guarantee Agreement (Attachment D-2) to all Eligible Property Owners within thirty (30) days of the effective date of the Host Community Agreement for the DeKalb Expansion.
2. Waste Management shall mail three copies of the Property Value Guarantee Agreement (Attachment D-2) to each Eligible Property Owner within thirty (30) days after Waste Management receives a permit from the Illinois Environmental Protection Agency allowing it to operate the DeKalb Expansion, with the attached notice (Attachment D-3).
3. Each Eligible Property Owner shall have sixty (60) days from the date that Waste Management mails the Property Value Guarantee Agreements to sign and return two (2) copies of the Agreements to Waste Management.
4. Waste Management shall sign and return one (1) of the Property Value Guarantee Agreements to each Property Owner within thirty (30) days after receipt of the signed Agreements from that Property Owner.
5. The Notice and the Property Value Guarantee Agreements referred to in paragraphs one and two shall be sent by certified mail return receipt requested.

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Attachment D-1

TO: ALL ELIGIBLE PROPERTY OWNERS

RE: Property Value Guarantee for (property description)

Sent Via Certified Mail, Return Receipt Requested

Dear Property Owner(s):

As you may know, DeKalb County and Waste Management of Illinois, Inc. ("Waste Management") recently concluded negotiations and entered into a Host Community Agreement regarding Waste Management's expansion of its landfilling activities at the DeKalb Recycling & Disposal Facility. Waste Management is currently seeking Siting Approval as required by Illinois law.

The purpose of this letter is to notify you that one of the provisions in the Agreement requires Waste Management to offer you an opportunity to enter into a Property Value Guarantee Agreement for your Property identified above (the "Guarantee Agreement"). Enclosed is a copy of this Guarantee Agreement for your review. Waste Management's obligation does not arise until Waste Management receives all governmental approvals required for the expansion, including Siting Approval from DeKalb County.

Waste Management is required by the Host Community Agreement to give you written notice by Certified Mail within thirty (30) days after it receives all required governmental approvals.

Waste Management is further required to send with that notice three (3) duplicate originals of the enclosed Guarantee Agreement. Upon your receipt of that notice and three (3) duplicate originals of the Guarantee Agreements, you will have sixty (60) days to enter into the Guarantee Agreement with Waste Management.

To repeat, you do not have to take any action at this time. The enclosed copy of the Guarantee Agreement is only being provided now to alert you that the Agreement requires Waste Management to offer to enter into the Guarantee Agreement when Waste Management receives all required governmental approvals.

Thank you for your consideration of the foregoing.

Sincerely,

c:\mydata\docs\dennis\agreements2009\DeKalbAttD-10212

PROPERTY VALUE GUARANTEE AGREEMENT

This Property Value Guarantee Agreement ("Agreement") made and entered into on this ____ day of _____, by and between Waste Management of Illinois, Inc., a Delaware corporation having its principal offices at 720 E. Butterfield Rd., Lombard, Illinois 60148 ("Guarantor") and _____, residing at _____, Illinois ("Property Owners").

RECITALS

WHEREAS, Property Owners own eligible Property as described herein ("Property"), that Property having the legal description as follows:

[INSERT LEGAL DESCRIPTION OF PROPERTY WITHIN ONE-HALF MILE RADIUS OF DEKALB EXPANSION]

WHEREAS, Waste Management, Illinois ["Guarantor"] has, pursuant to §39.2 of the Illinois Environmental Protection Act ["Act"], obtained siting approval from DeKalb County and all appropriate permits from the Illinois Environmental Protection Agency required for the expansion of the DeKalb Recycling & Disposal Facility ["DeKalb Expansion"];

WHEREAS, Guarantor desires to alleviate concerns about the preservation of Property values located in proximity to the DeKalb Expansion, specifically within a one-half mile radius of the DeKalb Expansion footprint; and

WHEREAS, Property Owners are desirous of preserving equity in the Property, by ensuring that if the Property described herein is sold at a price less than the ASKING PRICE as a result of proximity to the DeKalb Expansion, as determined by the procedures contained herein, the Guarantor will guarantee payment to the Property Owners of such difference;

IT IS HEREBY AGREED AS FOLLOWS:

1. **EFFECTIVE DATE OF AGREEMENT.** This Agreement shall become effective and binding on Guarantor when signed by both parties. Notwithstanding the foregoing, if an administrative agency or court of competent jurisdiction rules or holds that the permit issued by the Illinois Environmental Protection Agency for the DeKalb Expansion has been in excess of or in violation of said governmental body's authority or otherwise unlawful, then Guarantor's obligations under this Agreement shall be null and void.

2. ELIGIBILITY: EXERCISE OF GUARANTEE. Property within one-half mile of the footprint of the DeKalb Expansion is covered by this guarantee, to the extent developed on _____, 2009, the date DeKalb County and Guarantor entered into a Host Community Agreement for the DeKalb Expansion ("Expansion Agreement Date"). For example, if eligible Property was undeveloped and used as farmland as of the Expansion Agreement Date, the Property value guaranteed herein would be as undeveloped property. Owners of such Property who were owners of record as of the Expansion Agreement Date ("Property Owners"), or their legitimate heirs or assigns as described in Paragraph 13, are eligible to exercise this guarantee. In the event that the Property Owners wish to sell their eligible Property, and exercise the guarantee set out in this Agreement, they shall notify Guarantor of same in writing by certified mail and thereafter they shall make a good faith effort to sell said Property by entering into a listing contract with a licensed real estate broker pursuant to the terms herein.

3. QUALIFIED PROFESSIONAL APPRAISER. For the purposes of this Agreement, a "qualified professional appraiser" shall mean a person who is licensed by the State of Illinois, not related to the Property Owners, who is not an employee or contractor of Waste Management and does not otherwise have a business relationship with Waste Management, and who is a member of at least one national appraisal association. All appraisal reports shall conform to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

4. AGREED TO ASKING PRICE. The ASKING PRICE is the value of the Property at the time the Property Owner decides to sell. The ASKING PRICE of the Property may be mutually agreed to by the Property Owners and the Guarantor. The ASKING PRICE may be mutually amended by the Property Owners and Guarantor at any time, subject to agreement.

5. DETERMINATION OF ASKING PRICE BY APPRAISAL. If the parties are unable to agree on the ASKING PRICE of the Property prior to the Property Owner listing the Property for sale, then the Guarantor shall hire, at its expense, a qualified professional appraiser, and shall notify Property Owner of such appraiser. If the Property Owner objects to the Guarantor's choice of appraisers, it shall state those objections, in writing, within thirty days of the notification of the choice of appraisal, to Guarantor. In the event Property Owner reasonably objects, the Guarantor shall choose another qualified professional appraiser, and proceed as described below.

When a qualified professional appraiser is hired pursuant to this Paragraph 5, he or she shall be instructed to determine the fair market value (which will become the ASKING PRICE) of the Property as follows:

- a. Assume that no landfilling activities were being undertaken or would be undertaken at the DeKalb Expansion;
- b. Utilize comparable property, developed as the Property was developed as of the Expansion Agreement Date and located a

sufficient distance away from the DeKalb Expansion so that, in the opinion of the appraiser, the selling price of that property was not influenced by the presence of the DeKalb Expansion;

- c. Utilize comparable property, located approximately the same distance from major population centers (such as DeKalb) so that in the opinion of the appraiser the selling price of the comparable property was not influenced by its closer proximity to new or existing population centers.
- d. Establish a fair market value which is based upon the Property as developed on the Expansion Agreement Date (without considering any development, including new structures, after the Expansion Agreement Date);
- e. Prepare a full narrative appraisal, which conforms to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- f. Prepare the appraisal in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards and regulations which conflict with these instructions;
- g. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal; and
- h. The appraisal shall not consider the price paid for the land acquired for the Landfill site.

If Property Owner and Guarantor accept the appraised value, then such value shall constitute the ASKING PRICE, and the Property Owners shall offer the above-described Property for sale at no less than that price.

If either the Property Owner or the Guarantor does not accept the appraised value, the non-accepting party may retain a second qualified professional appraisal, of its choice, who shall not be made aware of the first appraised value and who shall determine the fair market value of the above-described Property on the basis of Paragraph 4 (a) through (h) above. If both parties do not accept the original appraisal, they shall agree to the second qualified professional appraiser and split the costs. In the event a second appraised value is obtained pursuant to this paragraph is within fifteen percent (15%) of the first appraisal, the ASKING PRICE shall be the arithmetic average of the original appraised value and the second appraised value, unless the Guarantor is unsatisfied with such value.

In such event, the first two appraisers shall hire a third qualified professional appraisal, at the sole expense of the Guarantor, who shall not be made aware of either the first or second appraised values, and who shall determine the fair market value of the above-described Property on the basis of Paragraph 4 (a) through (h) above. The ASKING PRICE will then be the arithmetic average of the three appraised values within fifteen percent (15%) of each other and if none are within fifteen percent (15%) of each other the third appraisal shall conclusively determine the ASKING PRICE for the purpose of this Agreement.

6. LISTING WITH BROKER. Property Owners shall utilize the services of a real estate broker who shall be licensed in Illinois, shall not be related to the Property Owners and, unless waived by the Guarantor, shall be a member of the Board of Realtors Multiple Listing Exchange. Property Owners shall give Guarantor notice of the broker with whom they wish to contract and shall obtain Guarantor's approval of said broker. Guarantor will not unreasonably withhold such approval. If the Guarantor objects to the Property Owners' choice of brokers, it shall state those objections, in writing, to Property Owners. In the event Guarantor reasonably objects, the Property Owners shall choose another broker, and proceed as described above. As sellers of the Property, Property Owners shall be responsible for the broker's fee. Nothing herein shall prevent the Property Owner from marketing the Property at a value higher than the ASKING PRICE as determined herein.

7. TERM OF LISTING. Property Owners shall list the Property, at the ASKING PRICE as determined in Paragraphs 4 or 5 above, or at a higher value. During the listing term, Property Owners shall accept any offer of purchase for the ASKING PRICE, or any offer of purchase otherwise acceptable to the Guarantor

Said listing contract shall provide: (a) that the broker shall list the Property in the multiple listing exchange; (b) that the Property will be so listed until the occurrence of either the (i) sale of the Property or (ii) expiration of a period of 270 days; (c) that the broker shall not be entitled to any commission after the expiration of the listing contract.

The Property Owners shall cooperate with the broker in obtaining a purchaser pursuant to the terms set forth in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the said terms.

8. OFFERS TO PURCHASE. The Property Owners shall accept any offer of purchase for the ASKING PRICE and, in such event, Guarantor will have no liability to Property Owners. Property Owners shall provide the Guarantor with written notification of every Offer to Purchase that they receive for the Property and agree, for a period of 270 days, not to accept any offer below the ASKING PRICE without the express and written approval of the Guarantor. In no event shall the Property Owners entertain anything other than good faith, bona fide offers of purchase.

9. GUARANTOR'S CONSENT TO PURCHASE. Guarantor shall have the right to make counter offers on any offers of purchase which are below the ASKING PRICE. In the event the purchaser accepts any such counter offer made or requested by the Guarantor, or in the event the Guarantor otherwise consents to a sale of the Property below the ASKING PRICE, the Guarantor shall pay the Property Owners, at closing, the difference between the ASKING PRICE and the sales price so established.

10. SALE WITHOUT GUARANTOR'S CONSENT. If the Property Owners have not received an offer of purchase at the ASKING PRICE within 270 days of listing the Property for sale, or the Guarantor has not consented to the sale of the Property below the ASKING PRICE, the Property Owners may sell the Property at the highest offer of purchase still pending or at the next good faith bona fide offer to purchase. It shall notify the Guarantor, in writing, of its intention to accept such offer.

11. PROPERTY OWNER'S CLAIM. If the Property has sold for less than the ASKING PRICE, as determined herein, and Property Owner reasonably believes that the reason for such lowered value is because of the Property's proximity to the DeKalb Expansion, it shall make a claim to the Guarantor, requesting payment for the difference between the ASKING PRICE and the sales price. Within thirty days of such request, Guarantor shall pay the Property Owner the difference unless Guarantor, within that time, has invoked the procedures set forth in Paragraph 12.

12. GUARANTOR APPEAL. Within thirty days of receipt of any claim from Property Owner pursuant to Paragraph 11 above, if Guarantor has a reasonable good faith belief that the difference in value between the ASKING PRICE and purchase price was not attributable to the Property's proximity to the DeKalb Expansion, it shall simultaneously notify the Property Owners, by certified letter, and the DeKalb County Administrator, also by certified letter. Within thirty days of the Property Owner's receipt of such notice, the Guarantor shall retain an independent appraiser, subject to the approval of the DeKalb County Administrator, at Guarantor's expense, for the purpose of making a determination of whether (and to what extent) the difference in value between the ASKING PRICE and the actual sales price is caused by factors other than the DeKalb Expansion, which determination shall be binding. To the extent the difference in value is determined to be caused by other than the DeKalb Expansion, the difference between the ASKING PRICE and the sales price which is guaranteed shall be reduced.

13. TERMINATION OF GUARANTOR'S OBLIGATIONS. This Agreement shall terminate and Guarantor shall have no obligation to guarantee the purchase price once waste is no longer disposed of at the DeKalb Expansion and the Illinois Environmental Protection Agency has issued Guarantor a closure certification. For this Agreement "waste is no longer being disposed of" shall occur when: (a) the disposal of waste at the DeKalb Expansion has been permanently terminated as the result of an order, judgment, or decree issued by a federal, state, or local agency, court, or unit of government having jurisdiction under administrative code, statute, law,

or ordinances; (b) any agency having jurisdiction fails to issue or revokes any license, permit, or approval needed by the Guarantor to operate the DeKalb Expansion; (c) the DeKalb Expansion has reached its approved design capacity; or (d) the Guarantor voluntarily elects to permanently cease disposing of waste at the DeKalb Expansion despite the fact that there is remaining capacity.

14. ASSIGNMENT OR TRANSFER. Neither this Agreement nor the rights under it may be assigned, conveyed, or otherwise transferred by Property Owners. The guarantee given by Guarantor to guarantee the Property value and to purchase the Property is personal, and does not run with the land; however, said Agreement shall inure to the benefit of the Property Owners, their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as described in Paragraph 13.

15. APPLICATION OF LAW; DISPUTES. This Agreement shall be construed consistent with law in the State of Illinois. Disputes concerning the application or terms of this Agreement shall be subject to the circuit court jurisdiction of DeKalb County.

GUARANTOR:

Waste Management of Illinois, Inc.

By _____

Its: _____

DATE: _____

PROPERTY OWNERS:

DATE:

ATTEST:

Its: _____

WITNESS:

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ATTACHMENT D-3

TO: ALL ELIGIBLE PROPERTY OWNERS

RE: Property Value Guarantee for (property description)

Sent Via Certified Mail, Return Receipt Requested

Dear Property Owner(s):

As you may know, the expansion of the DeKalb Recycling & Disposal Facility ("DeKalb Expansion") has been permitted by the Illinois Environmental Protection Agency to begin operations. Waste Management of Illinois is the owner and operator of the DeKalb Expansion.

You have been identified as owning property in DeKalb County as of the date DeKalb County and Waste Management entered into the Host Community Agreement for the DeKalb Expansion which is within ½ mile of the DeKalb Expansion. While we do not expect that the operations of the DeKalb Expansion will negatively impact that property, and expect to be good neighbors, we have nonetheless made an agreement with DeKalb County that we will insure against any negative impact to your property (as developed as of the date DeKalb County and Waste Management entered into the Host Community Agreement) that results from our operations. We have therefore enclosed a PROPERTY VALUE GUARANTEE AGREEMENT ("Guarantee Agreement") which is applicable to you, your heirs and assigns. It is not applicable to any future purchasers of your eligible property.

You may execute this Guarantee Agreement anytime during the operational life of the DeKalb Expansion, when and if you choose to sell the eligible property. You do not need to exercise the Agreement, but can do so if you choose. You do not have to take any action at this time.

If you have any questions, you may contact the manager of the DeKalb Expansion, who will put you in contact with persons who can answer your questions.

Sincerely,

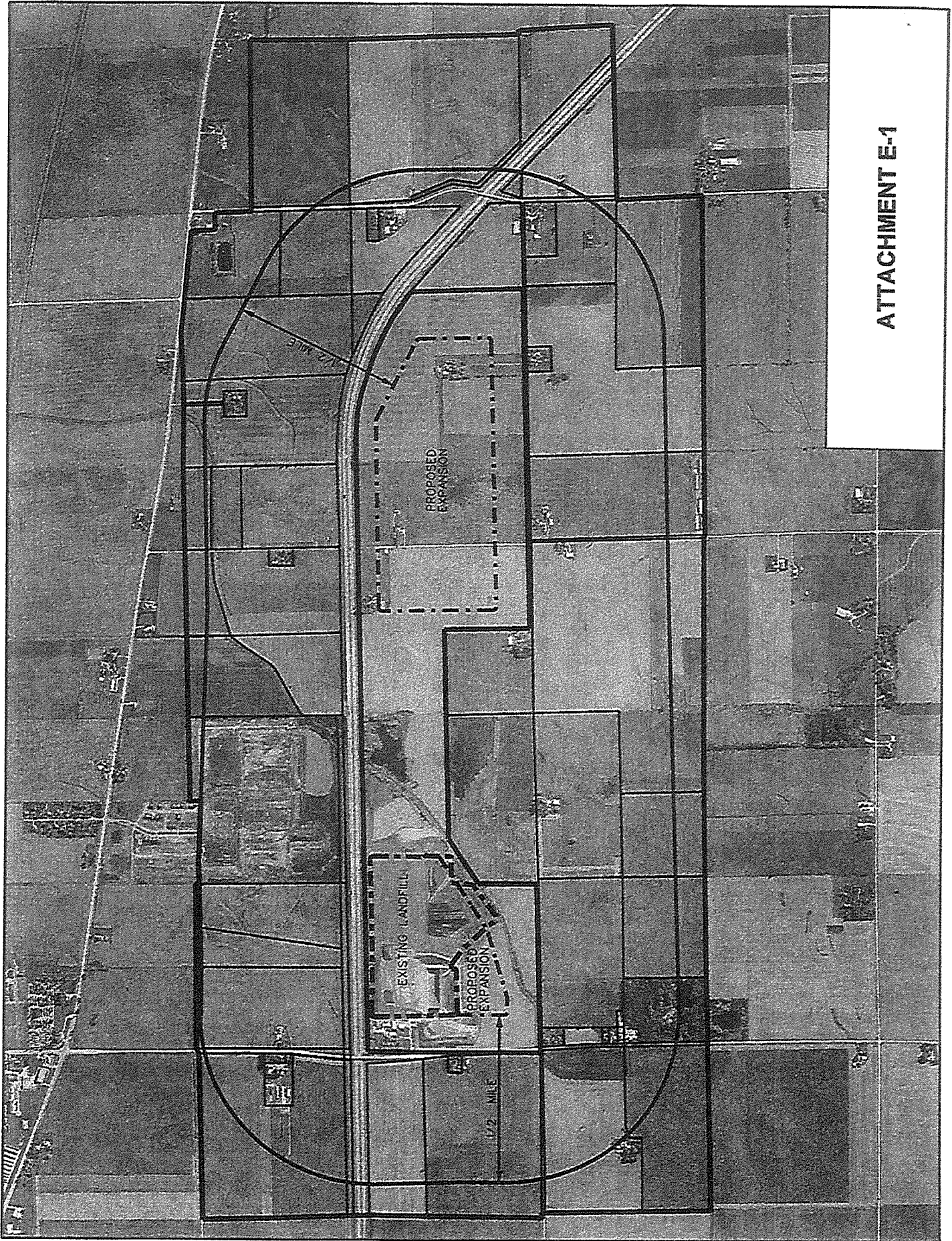
WASTE MANAGEMENT (PERSONNEL TO BE DETERMINED)

Attachment E

Property Value Guarantee

Properties covered by the Property Value Guarantee Program are those within ½ mile of the DeKalb Expansion, as depicted on Attachment E-1. The Program will cover only owners of these properties as of the effective date of the Host Community Agreement between WM of Illinois, Inc. and DeKalb County for the DeKalb Expansion in the property's then current state (whether developed or undeveloped).

ATTACHMENT E-1



Attachment F

WMI Payment Guarantee Form

Payment Guarantee

Waste Management, Inc., for valuable consideration, the receipt of which is hereby acknowledged, does hereby unconditionally guarantee the payment by Waste Management of Illinois, Inc. ("WMIL"), of all sums due and owing to the County of DeKalb, Illinois under the terms of a certain Host Community Agreement between WMIL and the County of DeKalb entered into on this ____ day of _____, 2009.

WASTE MANAGEMENT, INC.

Dated: _____

By: _____

Its: _____

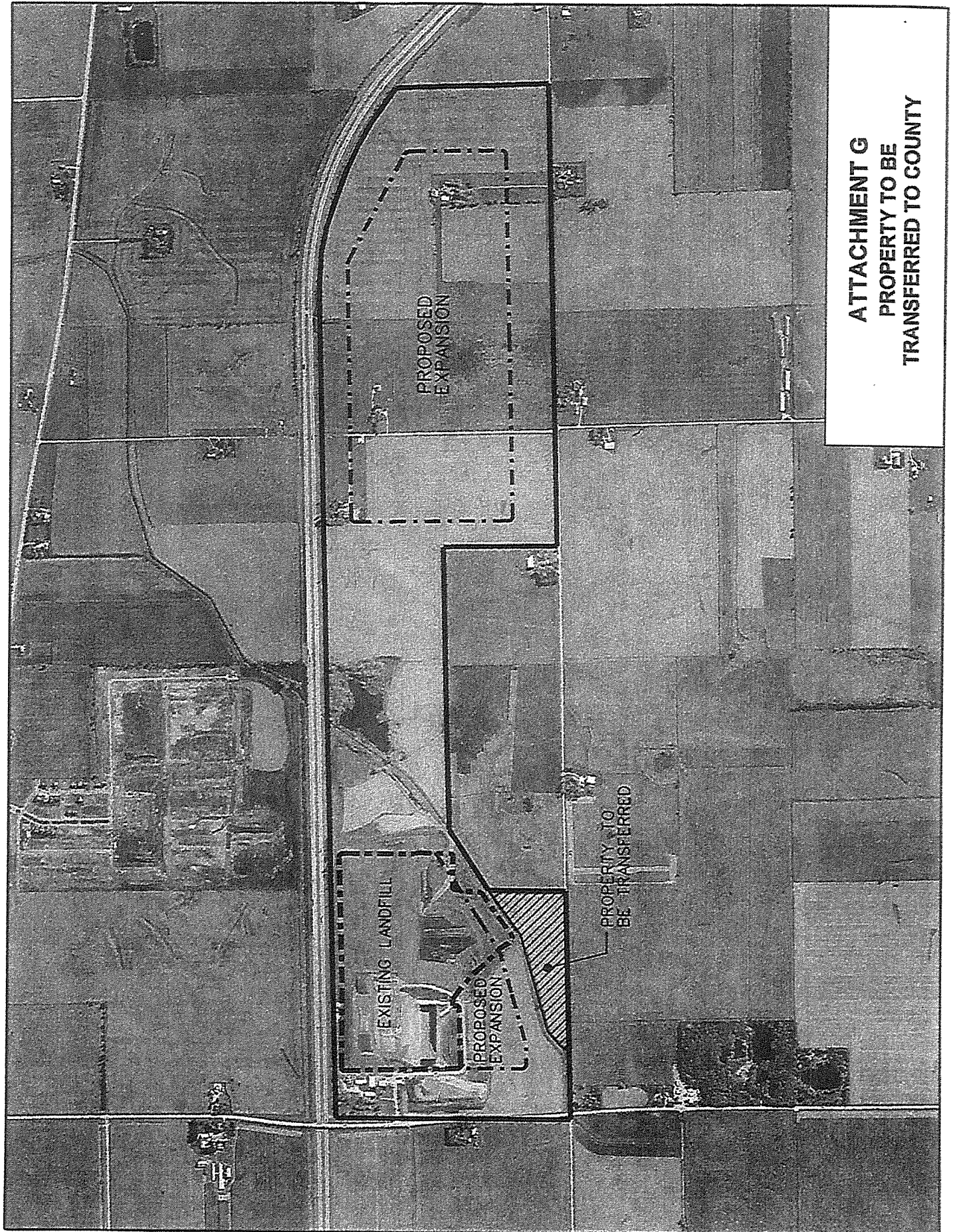
and

Dated: _____

By: _____

Its: _____

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ATTACHMENT G
PROPERTY TO BE
TRANSFERRED TO COUNTY

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:36 PM
To: Supple, Mary
Subject: Fw: Landfill Input

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
"In God I Trust"

----- Forwarded Message -----

From: "Riley N. Oncken, Esq." <rno@yourlawsmith.com>
To: mayor@cortlandil.org; clanning@cortlandil.org; smcallister@cortlandil.org; dmlroy@cortlandil.org; msiewierski@cortlandil.org; bstone@cortlandil.org; bsuppeland@cortlandil.org; kmundy@cityofsycamore.com; rich@sycamorefirst.com; alderbauer@comcast.net; sycamore2ndward@comcast.net; videodr@aol.com; sycward3taylor@yahoo.com; admurfi@aol.com; tkessler4th@hotmail.com; dknuth1960@aol.com
Cc: kenandersendist3@yahoo.com
Sent: Tue, March 17, 2009 5:40:23 PM
Subject: Landfill Input

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966

7/14/2010

CTY 0057

Fax: (815) 895-1968
www.yourlawsmith.com

The information contained in this e-mail message is privileged, confidential information intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that this is not a waiver of any privilege, and any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone and permanently delete the original message. Thank you.

7/14/2010

CTY 0058

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:36 PM
To: Supple, Mary
Subject: Fw: Landfill Input

Ken Andersen
 DeKalb County Board
 District # 3
 Planning & Zoning, Chair
 kenandersendist3@yahoo.com
 815-901-2759
" In God I Trust"

----- Forwarded Message -----

From: "Riley N. Oncken, Esq." <rno@yourlawsmith.com>
To: mayor@cortlandil.org; clanning@cortlandil.org; smcallister@cortlandil.org; dmilroy@cortlandil.org; msiewierski@cortlandil.org; bstone@cortlandil.org; bsuppeland@cortlandil.org; kmundy@cityofsycamore.com; rich@sycamorefirst.com; alderbauer@comcast.net; sycamore2ndward@comcast.net; videodr@aol.com; sycward3taylor@yahoo.com; admurfi@aol.com; tkessler4th@hotmail.com; dknuth1960@aol.com
Cc: kenandersendist3@yahoo.com
Sent: Tue, March 17, 2009 5:40:23 PM
Subject: Landfill Input

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
 County Board District 3

Riley N. Oncken, Esq.
 SMITH, WYKES & ASSOCIATES, P.C.
 Attorneys at Law
 513 West State Street
 Sycamore, Illinois 60178
 Ph: (815) 895-1966

7/14/2010

CTY 0059

Fax: (815) 895-1968
www.yourlawsmith.com

The information contained in this e-mail message is privileged, confidential information intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that this is not a waiver of any privilege, and any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone and permanently delete the original message. Thank you.

7/14/2010

CTY 0060

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:36 PM
To: Supple, Mary
Subject: Fw: Waste Management info
Attachments: 2009 Waste Management.doc

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
" In God I Trust"

----- Forwarded Message -----

From: "Hannan, Terry" <thannan@dekalbcounty.org>
To: patlavigne@dekalbtownship.org
Cc: kenandersendist3@yahoo.com
Sent: Tue, March 10, 2009 1:55:49 PM
Subject: FW: Waste Management info

sent to wrong e-mail address first time.....

From: Hannan, Terry
Sent: Tuesday, March 10, 2009 1:53 PM
To: Tobias, Ruth Anne; 'Julia Fauci'; 'plavigni@dekalbtownship.org'; 'Michael Haines'; 'edubin1627@comcast.net'; 'kenandersendist.3@yahoo.com'; 'Jeff Metzger'; 'laadistrict1@yahoo.com'
Subject: Waste Management info

I heard that this may be a topic of discussion at the Executive Committee meeting tonight. I will be there to answer any questions. I attended the February 24th County Board / Waste Management informational workshop meeting and did not receive any questions. Attached is information sent to the Forest Committee on March 2nd. TerryHannan

7/14/2010

CTY 0061

To Forest Preserve Committee,

I wanted to inform you about the Forest Preserve portion of the Waste Management Host Fee agreement. When I received the draft of the Host Fee Agreement and read about the proposed County General Fund revenues from the tipping fees could be about 2.2 million per year, I asked Ray Bockman if the Forest Preserve District (being a separate government entity from the County) could be included. I mentioned that our environmental education programs have been funded by partnerships and future funding is not guaranteed. Our environmental education programs serve about 5,000 students per year and also adult natural resource programs. All Forest Preserve District's as part of our State statutes are to offer environmental education and do so with their own funding. I thought I would be remiss in my job not to seek a funding source, especially a non-tax source for environmental education. 1/20th of the 2.2 million or \$100,000 annually for future environmental and conservation education staff and programming was included in the draft agreement. This funding would not begin until 5-7 years from now and would be part of the County General Fund and for the County to decide how to use and distribute the revenues. I thought this could be a responsible and meaningful return to the citizens of DeKalb County. Recycling and wise use of resources is part of our environmental education curriculum and Waste Management being an "environmental service provider" as they call it, could be a funding source for local environmental and conservation education efforts. I just wanted to let you know the intent of this request.

Terry Hannan

Sent March 2nd, 2009.

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:37 PM
To: Supple, Mary
Subject: Fw: Landfill

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
" In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: Bob Seyller <mayor@cortlandil.org>
Sent: Fri, February 27, 2009 3:03:23 PM
Subject: Landfill

Bob. Please call when you have a minute. I would like to discuss the Host Fee agreement with you in more details. If we could meet for coffee or lunch that would be ok also. Ken

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759

7/14/2010

CTY 0063

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:38 PM
To: Supple, Mary
Subject: Fw: Re: waste management meeting

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
" In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: "barcar@elnet.com" <barcar@elnet.com>
Sent: Tue, February 24, 2009 3:02:21 PM
Subject: Re: Re: waste management meeting

Dan. There is no mention in the agreement for hours. I believe that this would be addressed in their application for the "172" hearing and when the county addresses their application for the Special Use permit. I do believe that their hours of operation now are 6-4 M-F and I understand that they are not proposing any changes now or in the future. The agreement does however address the truck route. It says " In the future to minimize the impact on local roads Waste Management will direct all transfer trucks accessing the Landfill and Expanded Landfill to utilize Peace Road between I-88 and Route 38, Route 38, between Peace Road and Somonauk Road and Somonauk Road between Route 38 and the relocated Landfill entrance. Local haulers (originating within DeKalb County) will use this preferred route to extent practicable." I hope this helps answer some questions for you. Look forward to meeting you tonight.

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759

From: "barcar@elnet.com" <barcar@elnet.com>
To: kenandersendist3@yahoo.com
Sent: Tuesday, February 24, 2009 2:08:32 PM
Subject: RE: Re: waste management meeting

Mr Anderson, Thank you for the reply. I do plan to be at the meeting

7/14/2010

CTY 0064

tonight. My family is one of the neighbors to this project, we would like to know what the hours of operation would be for Waste Management and if the county would limit the hours. We would also like to know the traffic route for the trucks.

Dan Carson

>----- Original Message -----

>From : Kenneth Andersen[mailto:kenandersendist3@yahoo.com]

>Sent : 2/24/2009 1:44:01 PM

>To : barcar@elnet.com

>Cc :

>Subject : RE: Re: waste management meeting

>

>Dan. I believe that the format for the meeting is for only the board members to ask questions. It is intended to be a workshop for the board. However if you bring your questions to the meeting I will ask it for you if the public is not allowed to ask questions. The public will get their shot at the committee meeting of the P&Z and at county board mtg. I don't believe that this Host Fee agreement requires a public hearing. If you can't attend this pm send me you question and I'll make sure it gets asked.

Ken AndersenDeKalb County Board

District # 3

Planning & Zoning, Chair

kenandersendist3@yahoo.com

815-901-2759

From: "barcar@elnet.com" <barcar@elnet.com>

To: kenandersendist3@yahoo.com

Sent: Tuesday, February 24, 2009 7:20:14 AM

Subject: waste management meeting

Dear Mr. Anderson, Will the public be permitted to ask questions a tonight's meeting regarding the expansion of waste management.

Dan Carson

7/14/2010

CTY 0065

7/14/2010

CTY 0066

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:38 PM
To: Supple, Mary
Subject: Fw: waste management meeting

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
" In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: "barcar@elnet.com" <barcar@elnet.com>
Sent: Tue, February 24, 2009 1:44:01 PM
Subject: Re: waste management meeting

Dan. I believe that the format for the meeting is for only the board members to ask questions. It is intended to be a workshop for the board. However if you bring your questions to the meeting I will ask it for you if the public is not allowed to ask questions. The public will get their shot at the committee meeting of the P&Z and at county board mtg. I don't believe that this Host Fee agreement requires a public hearing. If you can't attend this pm send me you question and I'll make sure it gets asked.

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759

From: "barcar@elnet.com" <barcar@elnet.com>
To: kenandersendist3@yahoo.com
Sent: Tuesday, February 24, 2009 7:20:14 AM
Subject: waste management meeting

Dear Mr. Anderson, Will the public be permitted to ask questions a tonight's meeting regarding the expansion of waste management.
Dan Carson

7/14/2010

CTY 0067

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:39 PM
To: Supple, Mary
Subject: Fw: DeKalb County Landfill expansion

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
" In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: K. Scott Merchant <merchant1015@comcast.net>
Sent: Fri, February 20, 2009 10:47:13 AM
Subject: Re: DeKalb County Landfill expansion

Thank you for the letter. I found it to be quite informative and you make some good points. Many of your questions/concerns have been addressed in the new Host Fee agreement that we will be discussing at the workshop next Tuesday. However there are some things that I will go back and look at. I was part of the negotiating team that worked out the agreement with Waste Management. Have you had a chance to read the agreement or are your comments from the newspaper article? thanks.

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759

From: K. Scott Merchant <merchant1015@comcast.net>
To: kenandersendist3@yahoo.com; laadistrict1@yahoo.com; kevinchambliss@gmail.com; sdefauw@westchicago.org; edubin1627@comcast.net; jandjemerson@gmail.com; juliafauci@verizon.net; mhaines@niu.edu; hulseberg@comcast.net; plavigne@dekalbtownship.org; jeffmachv8@yahoo.com; newportdistrict8@gmail.com; rno@yourlawsmith.com; rposborne@gmail.com; prs17@yahoo.com; mjstuck@aol.com; rtobias@niu.edu; rtobias@dekalbcounty.org; markatodd2006@yahoo.com; anitajo1954@yahoo.com; pvary@niu.edu; stevedcb@mchsi.com
Sent: Thursday, February 19, 2009 9:55:59 PM
Subject: DeKalb County Landfill expansion

7/14/2010

CTY 0069

Dear DeKalb County Board Member :

Please see the attached letter with respect to the proposed expansion of the county land fill.

Thank you

K. Scott Merchant
1015 Wellington Court
Sycamore, IL. 60178

7/14/2010

CTY 0070

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:39 PM
To: Supple, Mary
Subject: Fw: Slightly revised version of b and c

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
"In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: "Bockman, Ray" <rbockman@dekalbcounty.org>
Sent: Wed, February 11, 2009 4:25:48 PM
Subject: Re: Slightly revised version of b and c

thanks

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: Kenneth Andersen <kenandersendist3@yahoo.com>
Sent: Wednesday, February 11, 2009 4:21:08 PM
Subject: RE: Slightly revised version of b and c

There were no issues after yu left that I thought were significant. John F. is going to have a discussion with their attorney over "negilgence" vs. "gross negligence" and one other minor issue. We hope to circulate the final draft by mid week next week.

From: Kenneth Andersen [mailto:kenandersendist3@yahoo.com]
Sent: Wednesday, February 11, 2009 4:00 PM
To: Bockman, Ray
Subject: Re: Slightly revised version of b and c

7/14/2010

CTY 0071

Ray. Thanks for the revisions. I trust that there were no significant changes to the legal review after my leaving the meeting today. Thanks again for your negotiating skills.

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: "Miller, Paul" <pmiller@dekalbcounty.org>; "Farrell, John" <jfarrell@dekalbcounty.org>; Kenneth Andersen <kenandersendist3@yahoo.com>
Sent: Wednesday, February 11, 2009 2:01:51 PM
Subject: Slightly revised version of b and c

Making it clear that the intent is an annual approp.

<<Host fee agreement section 19 (REV 2-11).doc>>

7/14/2010

CTY 0072

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:40 PM
To: Supple, Mary
Subject: Fw: Slightly revised version of b and c

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
"In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: "Bockman, Ray" <rbockman@dekalbcounty.org>
Sent: Wed, February 11, 2009 3:59:58 PM
Subject: Re: Slightly revised version of b and c

Ray. Thanks for the revisions. I trust that there were no significant changes to the legal review after my leaving the meeting today. Thanks again for your negotiating skills.

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: "Miller, Paul" <pmiller@dekalbcounty.org>; "Farrell, John" <jfarrell@dekalbcounty.org>; Kenneth Andersen <kenandersendist3@yahoo.com>
Sent: Wednesday, February 11, 2009 2:01:51 PM
Subject: Slightly revised version of b and c

Making it clear that the intent is an annual approp.

<<Host fee agreement section 19 (REV 2-11).doc>>

7/14/2010

CTY 0073

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:40 PM
To: Supple, Mary
Subject: Fw: Save the date 2/9/2009

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
"In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: "Bockman, Ray" <rbockman@dekalbcounty.org>
Sent: Thu, January 22, 2009 3:11:13 PM
Subject: Re: Save the date 2/9/2009

OK.

Ken

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: "Drake, Bob" <bdrake@dekalbcounty.org>; Ken Andersen <kenandersendist3@yahoo.com>; "Miller, Paul" <pmiller@dekalbcounty.org>; Patricia S. Vary <pvary@niu.edu>; Roger Steimel <rcsteimel@yahoo.com>; Ruth Anne Tobias (E-mail) <rtobias@niu.edu>; Vince Faivre <faivre10@aol.com>
Cc: "Farrell, John" <jfarrell@dekalbcounty.org>; "Hoekstra, Dale" <dhoekstr2@wm.com>; "Addleman, Lee" <laddleman@wm.com>; "Supple, Mary" <msupple@dekalbcounty.org>
Sent: Thursday, January 22, 2009 3:00:06 PM
Subject: Save the date 2/9/2009

We are ready to set **Monday 2/9/2009 at 9:00 am** as the next meeting of the Solid Waste Committee. At that time we will review the Draft Host Fee Agreement that I will forward to you next Monday or Tuesday. If you are unable to attend at that time and have input on the agreement please contact me before the 9th and share your suggestions so that I can make the committee aware of them.

Conference Room East has been reserved for this meeting.

Mary please make sure this gets on the weekly calendar that goes out the preceding week.

7/14/2010

CTY 0074

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:42 PM
To: Supple, Mary
Subject: Fw: Revised DeKalb Host agreement

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
"In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: "Bockman, Ray" <rbockman@dekalbcounty.org>; "Farrell, John" <jfarrell@dekalbcounty.org>; "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>; Ruth Anne Tobias <rtobias@niu.edu>; "Miller, Paul" <pmiller@dekalbcounty.org>
Cc: "Burger, Chris" <cburger@patrickengineering.com>; "Swager, Ronald" <RSwager@patrickengineering.com>
Sent: Fri, December 5, 2008 4:44:06 PM
Subject: Re: Revised DeKalb Host agreement

This works for me Ken A. thanks

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: Kenneth Andersen <kenandersendist3@yahoo.com>; "Farrell, John" <jfarrell@dekalbcounty.org>; "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>; Ruth Anne Tobias <rtobias@niu.edu>; "Miller, Paul" <pmiller@dekalbcounty.org>
Cc: "Burger, Chris" <cburger@patrickengineering.com>; "Swager, Ronald" <RSwager@patrickengineering.com>
Sent: Friday, December 5, 2008 4:39:17 PM
Subject: RE: Revised DeKalb Host agreement

Wed 1:30 12/10 my office. Chris B, Ron S. and Ruth Anne should not attend. Just Ken A, Paul M and John F.

From: Kenneth Andersen [mailto:kenandersendist3@yahoo.com]
Sent: Friday, December 05, 2008 3:51 PM
To: Bockman, Ray; Farrell, John; Matekaitis, Ronald; Ruth Anne Tobias; Miller, Paul
Cc: Burger, Chris; Swager, Ronald
Subject: Re: Revised DeKalb Host agreement

I'm scheduled to go to a mtg hosted by ReNew DeKalb to discuss the pro's and con's of Home Rule government that morning. I'm good Wed after 12:00 and all day Thursday, but whatever works for the majority works for me. thanks Ken A.

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: "Farrell, John" <jfarrell@dekalbcounty.org>; Kenneth Andersen <kenandersendist3@yahoo.com>; "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>
7/14/2010

CTY 0075

<rmatekaitis@dekalbcounty.org>; Ruth Anne Tobias <rtobias@niu.edu>; "Miller, Paul" <pmiller@dekalbcounty.org>
Cc: "Burger, Chris" <cburger@patrickengineering.com>; "Swager, Ronald" <RSwager@patrickengineering.com>
Sent: Friday, December 5, 2008 3:43:31 PM
Subject: RE: Revised DeKalb Host agreement

how about 9:30 12/9?

From: Farrell, John
Sent: Friday, December 05, 2008 3:42 PM
To: Bockman, Ray; 'Kenneth Andersen'; Matekaitis, Ronald; 'Ruth Anne Tobias'; Miller, Paul
Cc: 'Burger, Chris'; 'Swager, Ronald'
Subject: RE: Revised DeKalb Host agreement

I have a deposition starting at 2 on Tuesday which will last the rest of the day. I am available Tuesday morning, Wednesday afternoon, and anytime Thursday or Friday.

Have a great weekend.

John

From: Bockman, Ray
Sent: Friday, December 05, 2008 3:38 PM
To: 'Kenneth Andersen'; Farrell, John ; Matekaitis, Ronald ; Ruth Anne Tobias; Miller, Paul
Cc: Burger, Chris; Swager, Ronald
Subject: RE: Revised DeKalb Host agreement

How about 1:30 on 12/9?

From: Kenneth Andersen [mailto:kenandersendist3@yahoo.com]
Sent: Friday, December 05, 2008 2:48 PM
To: Bockman, Ray; Farrell, John ; Matekaitis, Ronald ; Ruth Anne Tobias; Miller, Paul
Cc: Burger, Chris; Swager, Ronald
Subject: Re: Revised DeKalb Host agreement

I concur with John and would like to get together prior to meeting with WM and go over the changes and discuss the "large chasm" that we face.

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: "Farrell, John" <jfarrell@dekalbcounty.org>; "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>; Ruth Anne Tobias <rtobias@niu.edu>; "Miller, Paul" <pmiller@dekalbcounty.org>; Kenneth Andersen <kenandersendist3@yahoo.com>
Cc: "Burger, Chris" <cburger@patrickengineering.com>; "Swager, Ronald" <RSwager@patrickengineering.com>
Sent: Friday, December 5, 2008 10:39:29 AM
Subject: FW: Revised DeKalb Host agreement

Forwarded for your review/comment. This draft should incorporate all relevant comments to date please let me know if it does not. We resume negotiations in the afternoon on 12/17 and face a rather large chasm between their position and ours on a number of issues including financial guarantees.

From: Hoekstra, Dale [mailto:dhoekstr2@wm.com]
Sent: Tuesday, December 02, 2008 3:51 PM
To: Bockman, Ray
Subject: Revised DeKalb Host agreement

Ray, here is the latest revision of the Host Agreement that reflects changes from our last meeting. We have not

7/14/2010

CTY 0076

included a host fee or guarantee at this point. See you on the 17th.

Dale Hoekstra
Director of Operations
Illinois Market Area
815 423 5120

7/14/2010

CTY 0077

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:42 PM
To: Supple, Mary
Subject: Fw: Revised DeKalb Host agreement

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
"In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: "Bockman, Ray" <rbockman@dekalbcounty.org>; "Farrell, John" <jfarrell@dekalbcounty.org>; "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>; Ruth Anne Tobias <rtobias@niu.edu>; "Miller, Paul" <pmiller@dekalbcounty.org>
Cc: "Burger, Chris" <cburger@patrickengineering.com>; "Swager, Ronald" <RSwager@patrickengineering.com>
Sent: Fri, December 5, 2008 3:51:28 PM
Subject: Re: Revised DeKalb Host agreement

I'm scheduled to go to a mtg hosted by ReNew DeKalb to discuss the pro's and con's of Home Rule government that morning. I'm good Wed after 12:00 and all day Thursday, but whatever works for the majority works for me. thanks
Ken A.

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: "Farrell, John" <jfarrell@dekalbcounty.org>; Kenneth Andersen <kenandersendist3@yahoo.com>; "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>; Ruth Anne Tobias <rtobias@niu.edu>; "Miller, Paul" <pmiller@dekalbcounty.org>
Cc: "Burger, Chris" <cburger@patrickengineering.com>; "Swager, Ronald" <RSwager@patrickengineering.com>
Sent: Friday, December 5, 2008 3:43:31 PM
Subject: RE: Revised DeKalb Host agreement

how about 9:30 12/9?

From: Farrell, John
Sent: Friday, December 05, 2008 3:42 PM
To: Bockman, Ray; 'Kenneth Andersen'; Matekaitis, Ronald; 'Ruth Anne Tobias'; Miller, Paul
Cc: 'Burger, Chris'; 'Swager, Ronald'
Subject: RE: Revised DeKalb Host agreement

I have a deposition starting at 2 on Tuesday which will last the rest of the day. I am available Tuesday morning, Wednesday afternoon, and anytime Thursday or Friday.

Have a great weekend.

7/14/2010

CTY 0078

John

From: Bockman, Ray
Sent: Friday, December 05, 2008 3:38 PM
To: 'Kenneth Andersen'; Farrell, John ; Matekaitis, Ronald ; Ruth Anne Tobias; Miller, Paul
Cc: Burger, Chris; Swager, Ronald
Subject: RE: Revised DeKalb Host agreement

How about 1:30 on 12/9?

From: Kenneth Andersen [mailto:kenandersendist3@yahoo.com]
Sent: Friday, December 05, 2008 2:48 PM
To: Bockman, Ray; Farrell, John ; Matekaitis, Ronald ; Ruth Anne Tobias; Miller, Paul
Cc: Burger, Chris; Swager, Ronald
Subject: Re: Revised DeKalb Host agreement

I concur with John and would like to get together prior to meeting with WM and go over the changes and discuss the "large chasm" that we face.

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: "Farrell, John" <jfarrell@dekalbcounty.org>; "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>; Ruth Anne Tobias <rtobias@niu.edu>; "Miller, Paul" <pmiller@dekalbcounty.org>; Kenneth Andersen <kenandersendist3@yahoo.com>
Cc: "Burger, Chris" <cburger@patrickengineering.com>; "Swager, Ronald" <RSwager@patrickengineering.com>
Sent: Friday, December 5, 2008 10:39:29 AM
Subject: FW: Revised DeKalb Host agreement

Forwarded for your review/comment. This draft should incorporate all relevant comments to date please let me know if it does not. We resume negotiations in the afternoon on 12/17 and face a rather large chasm between their position and ours on a number of issues including financial guarantees.

From: Hoekstra, Dale [mailto:dhoekstr2@wm.com]
Sent: Tuesday, December 02, 2008 3:51 PM
To: Bockman, Ray
Subject: Revised DeKalb Host agreement

Ray, here is the latest revision of the Host Agreement that reflects changes from our last meeting. We have not included a host fee or guarantee at this point. See you on the 17th.

Dale Hoekstra
Director of Operations
Illinois Market Area
815 423 5120

7/14/2010

CTY 0079

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:43 PM
To: Supple, Mary
Subject: Fw: Revised DeKalb Host agreement

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
" In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: "Bockman, Ray" <rbockman@dekalbcounty.org>; "Farrell, John" <jfarrell@dekalbcounty.org>; "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>; Ruth Anne Tobias <rtobias@niu.edu>; "Miller, Paul" <pmiller@dekalbcounty.org>
Cc: "Burger, Chris" <cburger@patrickengineering.com>; "Swager, Ronald" <RSwager@patrickengineering.com>
Sent: Fri, December 5, 2008 2:47:53 PM
Subject: Re: Revised DeKalb Host agreement

I concur with John and would like to get together prior to meeting with WM and go over the changes and discuss the "large chasm" that we face.

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: "Farrell, John" <jfarrell@dekalbcounty.org>; "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>; Ruth Anne Tobias <rtobias@niu.edu>; "Miller, Paul" <pmiller@dekalbcounty.org>; Kenneth Andersen <kenandersendist3@yahoo.com>
Cc: "Burger, Chris" <cburger@patrickengineering.com>; "Swager, Ronald" <RSwager@patrickengineering.com>
Sent: Friday, December 5, 2008 10:39:29 AM
Subject: FW: Revised DeKalb Host agreement

Forwarded for your review/comment. This draft should incorporate all relevant comments to date please let me know if it does not. We resume negotiations in the afternoon on 12/17 and face a rather large chasm between their position and ours on a number of issues including financial guarantees.

From: Hoekstra, Dale [mailto:dhoekstr2@wm.com]
Sent: Tuesday, December 02, 2008 3:51 PM
To: Bockman, Ray
Subject: Revised DeKalb Host agreement

Ray, here is the latest revision of the Host Agreement that reflects changes from our last meeting. We have not included a host fee or guarantee at this point. See you on the 17th.

Dale Hoekstra

7/14/2010

CTY 0080

Director of Operations
Illinois Market Area
815 423 5120

7/14/2010

CTY 0081

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:44 PM
To: Supple, Mary
Subject: Fw: Waste management- Host Fee negotiations

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
"In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: "Bockman, Ray" <rbockman@dekalbcounty.org>; "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>; "Farrell, John" <jfarrell@dekalbcounty.org>
Cc: rtobias@niu.edu
Sent: Tue, November 25, 2008 11:09:54 AM
Subject: Re: Waste management- Host Fee negotiations

Ray. I am available for any time on any of the 3 days mentioned. thanks Ken

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: "Matekaitis, Ronald" <rmatekaitis@dekalbcounty.org>; "Farrell, John" <jfarrell@dekalbcounty.org>; kenandersendist3@yahoo.com
Cc: rtobias@niu.edu
Sent: Tuesday, November 25, 2008 9:46:43 AM
Subject: Waste management- Host Fee negotiations

Continuation of negotiations I heard from Dale Hoekstra today and he offered 12/17 12/18 and 12/19 to continue our negotiations on the Host Fee Agreement. Please advise as to your availability on those dates. Probably the best scenario would be to schedule 12/17 all day - skip a day to regroup if necessary and then meet again 12/19.

The revised draft is being finalized and should be out to us in the next 7-10 days.

7/14/2010

CTY 0082

Supple, Mary

From: Kenneth Andersen [kenandersendist3@yahoo.com]
Sent: Tuesday, July 13, 2010 2:45 PM
To: Supple, Mary
Subject: Fw: Host Fee Negotiations

Mafray. This is the last one. ken

Ken Andersen
DeKalb County Board
District # 3
Planning & Zoning, Chair
kenandersendist3@yahoo.com
815-901-2759
" In God I Trust"

----- Forwarded Message -----

From: Kenneth Andersen <kenandersendist3@yahoo.com>
To: "Bockman, Ray" <rbockman@dekalbcounty.org>
Sent: Tue, January 20, 2009 3:44:45 PM
Subject: Re: Host Fee Negotiations

Ray. Either day and time works for me Ken A.

From: "Bockman, Ray" <rbockman@dekalbcounty.org>
To: "Drake, Bob" <bdrake@dekalbcounty.org>; Ken Andersen <kenandersendist3@yahoo.com>; "Miller, Paul" <pmiller@dekalbcounty.org>; Patricia S. Vary <pvary@niu.edu>; Roger Steimel <rcsteimel@yahoo.com>; Ruth Anne Tobias (E-mail) <rtobias@niu.edu>; Vince Faivre <faivre10@aol.com>
Cc: "Supple, Mary" <msupple@dekalbcounty.org>; "Farrell, John" <jfarrell@dekalbcounty.org>; "Addleman, Lee" <laddleman@wm.com>; "Hoekstra, Dale" <dhoekstr2@wm.com>
Sent: Tuesday, January 20, 2009 2:26:01 PM
Subject: Host Fee Negotiations

The Negotiations have been concluded. The final changes to the recommended draft are being put in place. Legal reviews are underway. It is, in short, time to reconvene the Solid Waste Committee. I hope to put a draft in your hands not later than 1/30/2009. This will not be lengthy document by government terms (20 pages or so with perhaps 15pages of attachments). Please respond to this email with your availability on the following times/dates:

8:30am Monday February 9th.

or

8:30am Wednesday February 11th.

I will both email and regular mail copies of the draft agreement as soon as we get it.

Thanks

7/14/2010

CTY 0083

Riley Oncken

From: mattpasteris@aol.com
Sent: Sunday, April 05, 2009 8:29 PM
To: rno@yourlawsmith.com
Subject: Fwd: Landfill Expansion OK - Waste Dump for Suburbia NOT!

I'm having trouble getting your email to go through. See below comments and discussion.

From: mattpasteris
To: kenandersendist3@yahoo.com, rno@yourlawsmith.com
Sent: 4/5/2009 8:27:06 P.M. Central Daylight Time
Subj: Fwd: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Gentlemen:

You represent the Cortland districts. Can I get a response and commitment that you are supporting the quality of life and environment for Cortland and the rest of our County regarding the future use of our landfill and it's impact on the community?

What is your stand going forward? What agreements and laws do you want to see come out of negotiations with W.M.?

From: mattpasteris
To: mhaines@niu.edu, anitajo1954@yahoo.com, juliafauci@verizon.net
CC: kenandersendist3@yahoo.com, laadistrict1@yahoo.com, evinchambliss@gmail.com, sdefauw@westchicago.org, edubin1627@comcast.net, jandjemerson@gmail.com, mlgudmunson@yahoo.com, hulseberg@comcast.net, plavigne@dekalbtownship.org, jeffmachv8@yahoo.com, newportdistrict8@gmail.com, rno@yourlawsmith.com, rposborne@gmail.com, prs17@yahoo.com, MJSTUCK, rtobias@niu.edu, markatodd2006@yahoo.com, pvary@niu.edu, stevedcb@mchsi.com
Sent: 4/3/2009 3:19:49 P.M. Central Daylight Time
Subj: Re: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Thank-you to all three of you for responding. Your comments are very helpful in understanding the situation. Going forward then, what agreements have we stapled down with Waste Management as far as their responsibility and accountability to their surrounding neighbors with assurance of:

- 1) Quality of Life.
- 2) Environmental Safety and Conformance.

I live approximately 2 miles from the site (south end of Cortland). Over the last year and a half, if the wind blows right (S by SE direction), we get the noxious methane smell. On a damp/humidity day it will turn your nose hairs and actually make your nose run. Now I've heard that the excess rain and building materials have caused the most recent smells. From my research, this types of factors effecting the land fill can be dealt with closer more frequent monitoring and proactive actions. What provisions are we going to demand of Waste Management in advance of the expansion and more garbage volume so we don't have these issues like smell that we have now?

More importantly, what is the adverse health affect to the neighbors of Waste Management. I have researched studies and articles discussing the land fill gases exposures on

people. There is much discussion, but one thing that is common, if there is no proactive plan in place to contain smell from Waste Management, there will be complaints and a deteriorating relationship between the Community and Waste Management. We need to make sure we get a comprehensive agreement on how Waste Management will stay ahead of these potential and issues before they arise.

If the odor issue is not addressed, I would fear Cortland's viable economic growth could/would be negatively effected for the obvious reasons. Also, current property values may have a down turn as well. I can't say what a PR mess we will have with the new elementary school site being directly in harms way of prevailing SW wind (see article below).

I have faith that you and the rest of the elected County Board will assure our County residents that all quality of life and environmental issues are to be closely examined and that agreements are reached that exceed the current standards that are in place today. As long as Waste Management is squeezing us, let's make sure we hold them above board on accountability and responsibility to it's neighbors.

Please give your thoughts moving forward and call upon me for testimony. It would be nice to hear from you other Board Member with regards to the subject matter. I would be glad to call any of you to come over to my house on one of those ugly south to southeast winded days at my residence. First hand knowledge is always the best.

Attached are 3 articles you may find of interest.

thank-you,

Matt Pasteris
815-756-3349

Articles of Interest:

Pittsburg area school issue article:

<http://www.thepittsburghchannel.com/news/18911928/detail.html>

Can we head off in advance such issues as one by Grayslake (please read):

<http://www.pioneerlocal.com/highlandpark/news/1506220.g3-landfillodor-040209-s1-wastemanagement.article>

WasteExpo 2009 article (landfill managers need to be proactive):

http://wasteage.com/mag/waste_whats_smell/

In a message dated 4/3/2009 10:38:17 A.M. Central Daylight Time, mhaines@niu.edu writes:

Hi Matt,

Let me see if I can provide some info. First, the Ad Hoc Solid Waste Committee of the DeKalb County Board has been looking at the Landfill issue for two years. They have been in dialogue with Waste Management and other Companies about the future waste needs of DeKalb County. Here's what I understnd to be the facts:

- Waste Management owns the current landfill.

- The County and Waste Management have an agreement from many years ago that sets the amount of out-of-county garbage (10%) as well as the low fee for in-county garbage.
- Waste Management says that the current contract is a losing proposition for them.
- The landfill will be filled in 6,8 years.
- Waste Management will not expand or continue the landfill unless they can get outside garbage or increase our in-county fee so high that it is the same as outside garbage.
- The Solid Waste Committee has solicited other companies to create a new landfill with less out-of-County garbage to no avail.. (Let alone where would we site it?)

Our choices are:

- 1- Let the landfill close in 6.8 years and pay to ship our garbage to some other County. (Watch your taxes double or more.)
- 2- Work with Waste Management to expand the current landfill, keep our fees low, and let WM accept out-of-County garbage to make money.

Landfill expansion without out-of -County garbage is not an economically viable option for the garbage companies unless the DeKalb County garbage fee was raised high enough to make up the difference. (Watch your taxes double or more.)

Mike Haines
815-751-0624

-----Original Message-----

From: mattpasteris@aol.com [mailto:mattpasteris@aol.com]

Sent: Wednesday, April 01, 2009 10:46 AM

To: kenandersendist3@yahoo.com; laadistrict1@yahoo.com;
evinchambliss@gmail.com; sdefauw@westchicago.org;
edubin1627@comcast.net; jandjemerson@gmail.com; juliafauci@verizon.net;
mlgudmunson@yahoo.com; mhaines@niu.edu; hulseberg@comcast.net;
plavigne@dekalbtownship.org; jeffmachv8@yahoo.com;
newportdistrict8@gmail.com; rno@yourlawsmith.com; rposborne@gmail.com;
prs17@yahoo.com; MJSTUCK@aol.com; rtobias@niu.edu;
markatodd2006@yahoo.com; anitajo1954@yahoo.com; pvary@niu.edu;
stevedcb@mchsi.com

Subject: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Ladies and Gentlemen of the DeKalb County Board,

My name is Matt Pasteris a 16 year resident of Cortland and a lifetime resident of DeKalb County. With regards to expanding the land fill, I don't have a problem with expansion (capacity limitations). I do have to say that I'm not to knocked out about becoming the garbage dumping grounds of the ever expanding Chicagoland western suburbs. Especially, when the waste tonnage out of County is proposed to be many times greater than DeKalb County's waste.

It is my understanding (speaking to others that are a bit more knowledgeable than me) that the county board passed resolution, proclamation, or policy (not sure which) a few years ago that stated no more than 10% of out of county garbage would be excepted in the Dekalb fill. Please correct me if this statement is not accurate. If true, I would be interested hearing the rational from those of you who are proponents or opposed to this change of greater outside waste acceptance? I would especially like to hear from Cortland board members. Here are some questions I would ask you to reflect

on in advance of voting for or against the proposal:

- 1) Why - why would we change our direction and critical thinking/planning now with respect to excepting more waste out of county now?
- 2) Have our strategic plans and values changed since the past resolution?
- 3) What is the rational today vs. yesterday for excepting proposed outside of county waste tonnage much greater than DeKalb County creates?
- 4) Has anyone gone back to the board members at this time to understand why they wrote what they wrote?
- 5) Is it really ALL about the MONEY\$\$\$???

I myself never try to make critical decision on emotion. I do see the revenue addition as attractive. But in this case I can't help but feel a bit degraded, or used, maybe shameful as to being labeled the mega dump of the Chicagoland area. I believe one of our fine citizens of the County recently mentioned (with regret) in an editorial "feeling kind of whored out". Ugly words, but they do hit home. Do we want that label?

I say expand, stick to current minimum acceptance of outside waste, look for more creative (methane use) and attractive (renewable/green energy) means of bringing revenue in and/or cost savings to the County.

I thank-you for your time and look forward to your thoughts and rational on this issue.

Concerned citizen going forward,

Matt Pasteris
815-756-3349

Note: Acknowledgment In advance and soon to follow - a 2nd email stating "Quality of Life and Environmental Concerning Neighbors of the Waste Management Site."

I know the main factor of expansion and excepting greater tonnage outside the County is a \$revenue maker for the County. I also realize that expansion of the current landfill is necessary due to up and coming limited capacity. I would like to believe that Waste Management reputable business, will stay in strict compliance of the governmental and environmental law, and be a good neighbor to us close to the action.

- 1) Why - why would we change our direction and critical thinking/planning now with respect to excepting more waste out of county now?
- 2) Have our strategic plans and values changed since the past resolution?
- 3) What is the rational today vs. yesterday for excepting proposed outside of county waste tonnage much greater than DeKalb County creates?

4) Has anyone gone back to the board members at this time to understand why they wrote what they wrote?

5) Is it really ALL about the MONEY\$\$\$???

In advance of board approval for expansion and taking on other Illinois county waste, could I ask that board members to give me your rational and view points (pro or con) so I can understand more clearly understand this important decision in advance

I am fairly certain that this expansion will not be a positive for property values for us Cortland residents and surrounding neighbors of the Waste Management dump. So in principle I have to say I'm not in favor of the expansion. Nevertheless, it is my understanding that this will be a cash revenue generator and it is my bet that you will approve the expansion (otherwise surprise me)? With this said, I have added some points of contention that I ask you to consider and cover in your final negotiated agreements that are hammered out with Waste Management:

* Accountability and responsibility of Waste Management and the expanded site to it's surrounding neighbors:

1) Air Quality - Over the last year and half, if we get a south, to slight southeast wind you would not want to come over to my house. The reason being is a **STRONG** methane smell that will curl the hairs in your nose. It seems to be worst when it is damp out, **VERY STRONG**.

Feeling the pinch at the grocery store? Make dinner for \$10 or less.

Feeling the pinch at the grocery store? Make dinner for \$10 or less.

Feeling the pinch at the grocery store? Make dinner for \$10 or less.

Feeling the pinch at the grocery store? Make dinner for \$10 or less.

Riley Oncken

From: Steve Walt [stevedcb@mchsi.com]
Sent: Friday, March 20, 2009 9:40 AM
To: rno@yourlawsmith.com
Subject: Wednesday's CB meeting

Riley, good job at Wednesday's CB meeting. It was unfortunate that you were singled-out by a speaker concerning the landfill. You handled it well though. Although I am not a big fan of roll call votes, in your case it was appropriate. Your statement, and your vote showed the proper concern for your constituents.

Besides, I've heard it said that the only thing worse than people talking about you, is people not talking about you.

In my two years on the board, the most courageous vote I have witnessed is when Larry Anderson voted for the Shabbona/Potawanami agreement. No one on the board would have faulted Larry if he had voted against the agreement. It turned out to be a close vote and every vote mattered, so Larry had to do what he thought was best for the county. Thankfully, we're rarely forced into that corner. Again, good work.

Steve

Riley Oncken

From: Robert Seyller [mayor@cortlandil.org]
Sent: Wednesday, March 18, 2009 4:13 PM
To: Riley N. Oncken, Esq.; Chuck Lanning; Shawn McAllister; Dan Milroy; Mike Siewierski; Brad Stone; Ben Suppeland; kmundy@cityofsycamore.com; rich@sycamorefirst.com; alderbauer@comcast.net; sycamore2ndward@comcast.net; videodr@aol.com; sycward3taylor@yahoo.com; admurfi@aol.com; tkessler4th@hotmail.com; dknuth1960@aol.com
Cc: kenandersendist3@yahoo.com
Subject: RE: Landfill Input

DISCLAIMER: Cortland Trustees, Please to not enter into an e-mail dialog as it may become a violation of the open meeting act.

Riley,

Thank you for having asked for our input. Having said that, my frustration is your timing. Since we have not been able to have this conversation I will let you know via this method what I have done on Cortland's behalf.

1. I have attended most of the meetings of the solid waste committee, in the past four years.
2. I was assured by the County and Waste Management that the Town of Cortland would be included in the fee structure of any landfill expansion due to our close proximity.
3. I attended the committee of the whole meeting where the proposed Host Agreement was discussed. After that meeting I expressed my displeasure that no tipping fees or other considerations are included in this document for Cortland, the largest population group affected by the landfill. I feel the County has not represented Cortland's interest in this matter: or the interest of any other County municipality.
4. I will be attending tonight's meet with legal counsel.

Robert K Seyller, Mayor

Town of Cortland
59 S. Somonauk Road
PO Box 519
Cortland, IL 60112-0519

P. 815-756-9041
F. 815-756-4583
e-mail to: mayor@cortlandil.org
web: cortlandil.org

From: Riley N. Oncken, Esq. [mailto:mo@yourlawsmith.com]
Sent: Tue 3/17/2009 5:40 PM
To: Robert Seyller; Chuck Lanning; Shawn McAllister; Dan Milroy; Mike Siewierski; Brad Stone; Ben Suppeland; kmundy@cityofsycamore.com; rich@sycamorefirst.com; alderbauer@comcast.net; sycamore2ndward@comcast.net; videodr@aol.com; sycward3taylor@yahoo.com; admurfi@aol.com;

tkessler4th@hotmail.com; dknuth1960@aol.com
Cc: kenandersendist3@yahoo.com
Subject: Landfill Input

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968
www.yourlawsmith.com

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Riley Oncken

From: sycamore2ndward@comcast.net
Sent: Wednesday, March 18, 2009 12:35 PM
To: Riley N. Oncken, Esq.
Subject: Re: Landfill Input

I know it won't be popular with Cortland residents, but it seems that moving ahead with the agreement seems the right thing to do for the overall County residents.
I also support the windmill plan.

=====

Pete Paulsen
2nd Ward Alderman
City of Sycamore
Email: sycamore2ndward@comcast.net

----- Original Message -----

From: "Riley N. Oncken, Esq." <rno@yourlawsmith.com>
To: mayor@cortlandil.org, clanning@cortlandil.org, smcallister@cortlandil.org, dmilroy@cortlandil.org, msiewierski@cortlandil.org, bstone@cortlandil.org, bsuppeland@cortlandil.org, kmundy@cityofsycamore.com, rich@sycamorefirst.com, alderbauer@comcast.net, sycamore2ndward@comcast.net, videodr@aol.com, sycward3taylor@yahoo.com, admurfi@aol.com, tkessler4th@hotmail.com, dknuth1960@aol.com
Cc: kenandersendist3@yahoo.com
Sent: Tuesday, March 17, 2009 5:40:23 PM GMT -06:00 US/Canada Central
Subject: Landfill Input

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street

7/15/2010

CTY 0093

Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968
www.yourlawsmith.com

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Riley Oncken

From: Bill Nicklas [bnicklas@cityofsycamore.com]
Sent: Wednesday, March 18, 2009 9:58 AM
To: 'Riley N. Oncken, Esq.'
Subject: RE: Landfill Agreement

Thanks, Riley.

From: Riley N. Oncken, Esq. [mailto:rno@yourlawsmith.com]
Sent: Wednesday, March 18, 2009 9:19 AM
To: kmundy@cityofsycamore.com; 'Bill Nicklas'
Cc: kenandersendist3@yahoo.com
Subject: Landfill Agreement

Attached are the current drafts of the landfill agreement and attachments if you want to review them. I would recommend looking at it, in case you get questions from constituents. There are a lot of misconceptions from people who have not read the agreement. The availability of a local facility which guarantees waste disposal for DeKalb County residents for the next 25 years is enticing. The way it the agreement is worded, it allows for waste to come from out of county, but DeKalb County waste has priority and is guaranteed. For every ton we generate in the County, it lowers the waste that can come in from out of county. It also places a cap on the total amount of waste which can come each year. Additionally, we make money on every ton of waste, including the waste that is brought in from out of county.

Let me know if you have any other input.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968
www.yourlawsmith.com

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From: Bockman, Ray [mailto:rbockman@dekalbcounty.org]
Sent: Thursday, March 05, 2009 1:34 PM
To: Andersen, Kenneth ; Anderson, Larry A.; Chambliss, Kevin; DeFauw, Sally; Dubin, Eileen ; Emerson, John;

7/15/2010

CTY 0095

Fauci, Julia; Gudmunson, John; Haines, Michael; Hulseberg, John ; Metzger, Jeffery L.; newport, Scott; Oncken; Osborne, Richard; Pat LaVigne; Stoddard, Paul ; Stuckert Sr., Michael ; Tobias, Ruth Anne; Tobias, Ruth Anne; Todd, Mark; Turner, Anita J.; Vary, Patricia; Walt, Steve
Cc: Supple, Mary; Hanson, Gary; Drake, Bob; John Farrell; Miller, Paul; Roger Steimel; Vince Faivre
Subject: One more time with the correct attachments

Sorry about that. Here is the same email that I sent this morning with the correct attachments

1. Larry Anderson, Vice-Chairman of the County Board, has asked that the Agreement between the County and Waste Management be placed on the Agenda for next week's Executive Committee meeting. At that time he will entertain a motion to modify that agreement by striking Section 19c. The motion and section 19 c are pasted below for your review.

2. Attached, as promised, are the current versions of the Host Community Agreement and Attachments to that agreement. The changes are outlined below:

- Page 7 Changes the term Solid Waste Director to Director of Environmental Health at the request of Public Health. The DEH is the supervisor.
- Page 14 Section 16f. Strikes "for the first ten (10) years". Clarifying that the minimum payment guarantee applies to the entire length of the agreement not just the first ten years.
- Page 16 Section 19c adds the term "and Environmental Education" in two places. Clarification from the Forest Preserve.
- Page 18 Section 22. At the request of a board member strikes the phrase "until such time that active operations at the landfill cease" and replaces it with the words "during the operating life of the landfill expansion". At the request of public health also replaces the term Solid Waste Director with the term Director of Environmental Health.
- Adds attachment B-1 a map of covered wells.
- A revised attachment C incorporates monitoring parameters suggested by the County's engineers.
- Attachment D-2 in Section 12 changes two references to the Director of Environmental Health to County Administrator. Public Health did not feel that this was a good assignment for the DEH and I decided to substitute the CA office but will gladly change it to the name of the first person who asks.
- Attachment E-1 revises lines to follow parcel boundaries as promised.
- Attachment G Delineates County Parcel.

<<00 HOST AGREEMENT(ATTACH) 3-3-09.pdf>> <<00 Host Agreement final draft 2-26-09.doc>>

Larry's Motion is as follows:

Motion: I move to modify the Host Community Agreement being considered by the DeKalb County Board at its March 18, 2009 meeting by striking all of Section 19c. as outlined below.

~~e. Land and Water Conservation and Environmental Education Efforts.~~

~~The County will continue and strengthen its land and water conservation and environmental education efforts by appropriating an initial annual amount of \$100,000 to the DeKalb County Forest Preserve District from Host Fee proceeds received under the terms of this Agreement. This annual appropriation shall begin at the time of implementation of this Agreement and shall be adjusted annually for inflation in proportion to the CIP adjustments provided for in Section 16a.~~

Riley Oncken

From: Ken Mundy [kmundy@cityofsycamore.com]
Sent: Wednesday, March 18, 2009 9:58 AM
To: 'Riley N. Oncken, Esq.'; 'Bill Nicklas'
Cc: kenandersendist3@yahoo.com
Subject: RE: Landfill Agreement

Thank you.

From: Riley N. Oncken, Esq. [mailto:rno@yourlawsmith.com]
Sent: Wednesday, March 18, 2009 9:19 AM
To: kmundy@cityofsycamore.com; 'Bill Nicklas'
Cc: kenandersendist3@yahoo.com
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Let me know if you have any other input.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
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From: Bockman, Ray [mailto:rbockman@dekalbcounty.org]

Sent: Thursday, March 05, 2009 1:34 PM

To: Andersen, Kenneth ; Anderson, Larry A.; Chambliss, Kevin; DeFauw, Sally; Dubin, Eileen ; Emerson, John; Fauci, Julia; Gudmunson, John; Haines, Michael; Hulseberg, John ; Metzger, Jeffery L.; newport, Scott; Oncken; Osborne, Richard; Pat LaVigne; Stoddard, Paul ; Stuckert Sr., Michael ; Tobias, Ruth Anne; Tobias, Ruth Anne; Todd, Mark; Turner, Anita J.; Vary, Patricia; Walt, Steve

Cc: Supple, Mary; Hanson, Gary; Drake, Bob; John Farrell; Miller, Paul; Roger Steimel; Vince Faivre

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Riley Oncken

From: Ken Mundy [kmundy@cityofsycamore.com]
Sent: Wednesday, March 18, 2009 8:12 AM
To: Kenneth Andersen; Riley N. Oncken, Esq.
Cc: Bill Nicklas
Subject: Waste Mgmt

Ken & Riley,

Tell me a bit about how you feel on the land fill issue and WM.

I see the land fill expansion as prolonging the need to haul local waste further away at a higher cost, but if the place accepts too much waste from other places, does it help DeKalb County to expand it? There need to be contractual safeguards against over use by others and reasonable use charges it would seem.

Thanks.

Ken

Riley Oncken

From: Gregory Taylor [sycward3taylor@yahoo.com]

Sent: Tuesday, March 17, 2009 8:19 PM

To: Esq.Riley N. Oncken

Subject: Re: Landfill Input

Riley;

Thanks for the question. I think it should happen for several reasons. The tax revenue. All of this trash has to go somewhere and adding on to an existing operation seems to make sense. This reason is petty, but I don't remember Cortland soliciting my input when they started their explosive growth. This uncontrolled growth has had some negative consequences on the entire area. Thanks again for the question....g

--- On Tue, 3/17/09, Riley N. Oncken, Esq. <rno@yourlawsmith.com> wrote:

From: Riley N. Oncken, Esq. <rno@yourlawsmith.com>

Subject: Landfill Input

To: mayor@cortlandil.org, clanning@cortlandil.org, smcallister@cortlandil.org, dmilroy@cortlandil.org, msiewierski@cortlandil.org, bstone@cortlandil.org, bsuppeland@cortlandil.org, kmundy@cityofsycamore.com, rich@sycamorefirst.com, alderbauer@comcast.net, sycamore2ndward@comcast.net, videodr@aol.com, sycward3taylor@yahoo.com, admurfi@aol.com, tkessler4th@hotmail.com, dknuth1960@aol.com

Cc: kenandersendist3@yahoo.com

Date: Tuesday, March 17, 2009, 5:40 PM

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law

513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
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Riley Oncken

From: Alan Bauer [alderbauer@comcast.net]
Sent: Tuesday, March 17, 2009 6:31 PM
To: Riley N. Oncken, Esq.
Subject: Re: [SPAM] Landfill Input

Think of quality of life ahead of the dollars. I travel near the landfill in Rochelle. It used to be that one had to drive by it to smell it. Now I can often smell it clear up on Route 64, almost 6 miles away.

Likewise a car traveling along I88 would never smell the landfill South of Cortland. Now, a passerby on I88 ALWAYS can smell it. There have been times when I have smelled it at my home in Sycamore if the wind is just right.

Surely we do not need the revenue so bad as to spoil the character of the Town of Cortland.

I feel your pain as you have to make this decision. Raise my taxes if you must, but don't make the good people of Cortland live a sub-quality of life.

Alan Bauer
 1st Ward Alderman, Sycamore
 349 Home Street
 Sycamore, IL 60178
 815-895-9318

— Original Message —

From: Riley N. Oncken, Esq.
To: mayer@cortlandil.org ; clanning@cortlandil.org ; smcallister@cortlandil.org ; dmilroy@cortlandil.org ; msiewierski@cortlandil.org ; bstone@cortlandil.org ; bsuppeland@cortlandil.org ; kmundy@cityofsycamore.com ; rich@sycamorefirst.com ; alderbauer@comcast.net ; sycamore2ndward@comcast.net ; videodr@aol.com ; sycward3taylor@yahoo.com ; admurfi@aol.com ; tkessler4th@hotmail.com ; dknuth1960@aol.com
Cc: kenandersendist3@yahoo.com
Sent: Tuesday, March 17, 2009 5:40 PM
Subject: [SPAM] Landfill Input

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Riley N. Oncken

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7/15/2010

CTY 0103

Riley Oncken

From: Greg Millburg [gregmillburg@dekalbfarmbureau.org]
Sent: Monday, March 16, 2009 7:02 PM
To: Anita Turner; Eeileen Dubin; Gary Hanson; Jeff Metzger; 'John Emerson'; John Gudmunson; 'John Hulseberg'; Julia Fauci; 'Ken Anderson'; 'kevin chambliss'; Larry Anderson; 'Mark Todd'; Michael Haines; 'Michael Stuckert'; Pat LaVigne; 'Pat Vary'; 'Paul Stoddard'; Ray Bockman; Rich Osborne; 'Riley Oncken'; Ruth Anne Tobias; Sally DeFauw; 'scott newport'; 'Steve Walt'
Subject: Host Agreement
Attachments: landfill letter.2.doc

Please accept the attachment as additional input on the host agreement before the County Board.

Greg Millburg

Riley Oncken

From: dyaeger@mchsi.com
Sent: Saturday, March 14, 2009 5:02 PM
To: rno@yourlawsmith.com
Subject: Mr. Riley Oncken

Mr. Oncken:

I am e-mailing you because I can not find a listed telephone number for you and would appreciate a call from you to discuss the landfill hosting agreement with you.

Davis Yaeger
815 756-6005

Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]
Sent: Monday, March 09, 2009 5:46 PM
To: 'sue garlich'
Subject: RE: Landfill Expansion Concerns

Susan:

Thank you very much for your e-mail and interest in this issue. Rest assured that I am seriously considering the impact that the proposed expansion will have upon the residents of the Cortland area, and specifically the subdivision where the new school will be. We have been assured by Waste Management that, within the next few months, the flame will be moved. If my recollection serves me correctly, it will be moved toward the Southwest corner of the existing property, away from I-88 and residential development.

At the workshop, we also asked about the increased odor which was noticeable to many residents, even myself, when driving by the landfill. The response we received was that, because of the increased moisture last summer, the normally dry garbage decayed at a higher rate, thereby producing unusually high amounts of methane. Waste Management has already spent considerable amounts of money to deal with that issue, as well as trying to avoid future issues like that. The smell has gotten better, rather than worse, which is reassuring.

I was surprised by Cortland's decision to allow the subdivision to be built there in the first place, knowing that it was next to an existing landfill, and even more surprised by the decision to place a school there. WM has committed to do everything feasible to be a good neighbor, and their management of the landfill has evidenced their attempts to do just that in the past. I hope that there will be no detrimental impact on those people living in its proximity, especially the young children you mention. I am reassured that the IEPA and EPA are highly regulative of landfills and, from what I have learned, WM has a track record of compliance and protecting homeowners, the water supply, and generally being a good neighbor (as good as you can be operating a garbage dump).

This vote on the Host Agreement is merely the first in many steps. Waste Management still has to receive approval from the IEPA and EPA and receive ultimate approval from the County for their plan. The agreement merely assures that, in the event that WM is successful, we already have a great financial deal set up for the County. I compare it to the deal in Shabbona which was struck with the Pottawatomie tribe. We were not endorsing gambling or indicating that we believed they had a right to the land or to build a casino, we were merely protecting ourselves in advance, so that if the casino came to pass, we were covered.

I welcome your continued thoughts and, if you do not see that the flame is moved within approximately 30 days, please contact me again, so that I can contact WM directly to get answers for you about moving the flame. This is sure to be a heated issue and difficult decision, and I appreciate you taking the time to express your concerns.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968

7/15/2010

CTY 0106

www.yourlawsmith.com

From: sue garlisch [mailto:sueg03@verizon.net]
Sent: Saturday, March 07, 2009 10:33 PM
To: rno@yourlawsmith.com
Subject: Landfill Expansion Concerns

Mr. Oncken,

I understand that you are my representative on the County board for Cortland, IL.

After reading recent articles in the Daily Chronicle and examining to the best of my ability the host agreement posted on the County website, I am writing to tell you that I am very concerned about the welfare of my family and of our town.

My family and many of my neighbors have noticed the increased gas smell in the air from the current landfill. It is much more noticeable this past year, than it has been in our prior 8 years of living here. With the proposed landfill expansion, this annoying and nauseating smell will surely increase.

My son, Jacob, will be attending Kindergarten at the new Cortland Elementary School in the fall, which you know is located quite near the landfill out-gasing flame. Prior to my knowledge of the proposed landfill expansion, I was already concerned over the toxic air that will be surrounding my son and his school mates, but with the expansion planned, this concerned is heightened.

What consideration has been given, by the board, on the affects of the developing minds and bodies of small children exposed 7-8 hours, 5 days/ week to this gas? The out-gasing is said to contain Mercury, for one thing, which directly affects the nervous system and in studies done on people living near landfills there are increased instances of leukemia and bladder cancer, <http://www.energyjustice.net/lfg/>

Whereas I am aware that the increased revenues to the County by the agreement will benefit all citizens in the county, I am sure that you would not sacrifice quality of life and the health of our community to achieve it. I would be greatly relieved to know that Waste Management would consider moving the out-gasing flame from its current location in order to "clear the air" around the much-anticipated new school and the community surrounding it.

Sincerely,
Susan Garlisch

468 N. Charles St.
Cortland, IL

Riley Oncken

From: Riley N. Oncken, Esq. [mo@yourlawsmith.com]
Sent: Wednesday, August 12, 2009 2:21 PM
To: 'Supple, Mary'
Subject: RE: Possible new date for Landfill Tour

9/14 works great for me.

I have court scheduled already for 9/11 and 9/15, so those dates will not work. Thanks.

Riley

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
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From: Supple, Mary [mailto:msupple@dekalbcounty.org]
Sent: Wednesday, August 12, 2009 1:47 PM
To: Anita Jo Turner; edubin1627@comcast.net; Jeffery L. Metzger, Sr; jandjemerson@gmail.com; John Hulseberg; Julia Fauci; Kenneth Andersen; kevinchambliss@gmail.com; laadistrict1@yahoo.com; markatodd2006@yahoo.com; Michael Stuckert; Mike Haines; mlgudmunson@yahoo.com; plavigne@dekalbtownship.org; Patricia S. Vary; Paul Stoddard; Rich Osborne; rmo@yourlawsmith.com; Ruth Anne Tobias (E-mail); Sally DeFauw; newportdistrict8@gmail.com; Steve Walt
Subject: Possible new date for Landfill Tour
Importance: High

Good Afternoon Everyone!

I spoke with Lee Adlemann with Waste Management yesterday and he wanted me to extend an invite to those county board members that cannot make our August 18th tour to the Wilmington, IL Landfill Facility or who did not make the July one. Please let me know if you can make the following dates for a tour during the month of September. He proposed the following dates:

Friday, 9/11/09

Monday, 9/14/09, and
Tuesday, 9/15/09

Thanks, Mary

Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]
Sent: Thursday, July 09, 2009 4:28 PM
To: 'Supple, Mary'
Subject: RE: SUMMER LANDFILL TOURS SCHEDULED!

I won't be able to make either of the the dates for the tours. Thanks and please let me know if this goes through to you.

Riley

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
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Sycamore, Illinois 60178
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To: Anita Jo Turner; edubin1627@comcast.net; Jeffery L. Metzger, Sr; jandjemerson@gmail.com; John Hulseberg; Julia Fauci; Kenneth Andersen; kevinchambliss@gmail.com; laadistrict1@yahoo.com; markatodd2006@yahoo.com; Michael Stuckert; Mike Haines; mlgudmunson@yahoo.com; plavigne@dekalbtownship.org; Patricia S. Vary; Paul Stoddard; Rich Osborne; rno@yourlawsmith.com; Ruth Anne Tobias (E-mail); Sally DeFauw; newportdistrict8@gmail.com; Steve Walt
Subject: RE: SUMMER LANDFILL TOURS SCHEDULED!

Hi Everyone!

I have only heard from a handful of county board members so for for these Landfill tours. Could you all please get back to me one way or the other by tomorrow to let me know if you are interested in going to either the July 16th tour or the August 18th tour? We have to book the buses tomorrow.

Thanks, Mary

From: Supple, Mary
Sent: Monday, July 06, 2009 9:56 AM
To: Networked Department Assistants; Networked Department Heads; Anita Jo Turner; edubin1627@comcast.net; Jeffery L. Metzger, Sr; John c. Emerson (jandjemerson@gmail.com); John Hulseberg; Julia Fauci; Kenneth Andersen; Kevin Chambliss (kevinchambliss@gmail.com); Larry A.

7/15/2010

CTY 0109

Anderson (laadistrict1@yahoo.com); Mark A. Todd (markatodd2006@yahoo.com); Michael Stuckert; Mike Haines; mlgudmunson@yahoo.com; Pat LaVigne (plavigne@dekalbtownship.org); Patricia S. Vary; 'Paul Stoddard'; 'Rich Osborne'; Riley N. Oncken (rno@yourlawsmith.com); Ruth Anne Tobias (E-mail); Sally DeFauw; Scott M. Newport (newportdistrict8@gmail.com); Steve Walt; Anderson, Marcellus; Borek, Paul; Bradshaw, Lori; Davey, Wayne; Doug Dashner; gregmillburg@dekalbfarmbureau.org; Holderman, Herb; Kahl, Karen; 'Kate Romano'; Linda Heinisch; Ruder, Aaron; Sanderson, Lisa; Stromborg, Marilyn; Von Drasek, Rebecca; West, Kathryn

Cc: Drake, Bob; Springmire, Christel

Subject: SUMMER LANDFILL TOURS SCHEDULED!

Importance: High

Good Morning!

If you would like to view a 2000 TPD working landfill facility, you are in luck! Two scheduled trips to Prairie View Landfill near Wilmington, IL are planned. Transportation provided by Voluntary Action Center (VAC) will depart from and return to the DeKalb County Legislative Center, 200 N. Main Street, Sycamore, IL.

Choose from one of two dates: Thursday, July 16, 2009 or
Tuesday, August 18, 2009.

Schedule:

8:30a.m. Depart Legislative Center
10:30a.m. Arrive in Prairie View - tour facility
12:00p.m. Lunch/Questions & Answers
1:00p.m. Depart Prairie View
3:00p.m. Arrive at Legislative Center

To sign up for either tour just contact me in the County Board Office @ 815-895-7189 or email me @ mssupple@dekalbcounty.org as soon as possible as I need to get back to VAC to let them know how many people are traveling on which days.

We anticipate that the application for expansion of our landfill will be filed in late October to mid-November 2009. The required hearings will begin three to four months after that.

Thank you and have a good day,

Mary Supple
DeKalb County Coordinator
DeKalb County Board Office

Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]
Sent: Monday, April 27, 2009 3:34 PM
To: 'Ruth Anne Tobias'
Subject: RE: Landfill Meeting

Sounds good. See you then.

Riley N. Oncken

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968
www.yourlawsmith.com

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From: Ruth Anne Tobias [mailto:rtobias@niu.edu]
Sent: Monday, April 27, 2009 3:29 PM
To: Esq. Riley N. Oncken
Subject: Re: Landfill Meeting

Riley - too bad about Ken. I had a feeling it hadn't gone away so easily. I forgot the meeting was at 1:30 - I have it at 11, but now I remember that you couldn't meet then. My office is at 148 N 3rd st in DeKalb. it's an niu bldg called the monat building - social science research center. It is at the corner of 3rd and locust, but you have to prepare for construction in the area so there might not be any on-street parking. there's the city lot at 2nd and locust, or further up on third st or else south of lincoln hiway between 3rd and 4th. I'll meet you in the lobby at 1:30
Ruth Anne

Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]

Sent: Monday, April 27, 2009 2:36 PM

To: 'Ruth Ann Tobias'

Subject: Landfill Meeting

I just heard from Ken Andersen and he is back in the hospital. He will not be able to meet with us. I didn't receive a confirmation of when and where the meeting is going to be. Ken told me that he thought it would be at 1:30 p.m. on 4/30 at your office. I don't know where your office is, so please give me directions. Thanks.

Sincerely,

Riley N. Oncken

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
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7/15/2010

CTY 0112

Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]
Sent: Wednesday, April 08, 2009 9:03 AM
To: 'mattpasteris@aol.com'
Cc: 'kenandersendist3@yahoo.com'
Subject: RE: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Matt:

The quality of life for all of DeKalb County's residents is important to me. I moved to DeKalb County because of the quality of life offered here. I believe that I speak for Ken Andersen also in saying that this issue is very important to us and that we will continue to ensure that as much as possible is done to ensure the quality of life for those closest to the proposed site. There are many, many more hurdles that Waste Management needs to jump through before they bring back the issue to the County Board for consideration. The vote we took was a preliminary measure to ensure that, in the event that the landfill is expanded, we maximize the benefit to DeKalb County's residents by generating as much revenue from their operations as possible and by protecting those closest in proximity to the landfill with property value guarantees and well protections.

As far as laws go, the EPA, Illinois Environmental Protection Agency, and Pollution Control Board are all highly regulative of landfill siting and operations. Anything WM does must comply strictly with their policies. We have little control over those areas, as they are pre-empted by other governmental bodies. Within the next thirty days, WM will be moving the methane flare to a new location and increasing the size of the pipes which lead to the flare to create a greater vacuum. By creating a greater vacuum on the system, it will pull more methane into the pipeline and flare and drastically reduce the methane odor. Waste Management has been a good neighbor for many years and have reacted each and every time we have asked them to take action in response to odor, debris, or other issues. We are confident that they will continue the same level of responsiveness.

I look forward to future dialogue with you and other residents as this project progresses. I would strongly encourage you to contact your Town Trustees and Mayor to ensure that they are actively working with WM to ensure that Cortland gets something from this deal. WM has already made offers to the Town, which have thus far been rejected. I believe that expansion is inevitable at this point, even if Mr. Andersen and I were to strongly and vocally oppose it. The best that we can do is to minimize the detrimental impact which it may have on some and to do as much as we can to get benefits for our community. Thank you for your concern and feedback on this issue.

Sincerely,

Riley N. Oncken, Esq.
 SMITH, WYKES & ASSOCIATES, P.C.
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From: mattpasteris@aol.com [mailto:mattpasteris@aol.com]
Sent: Sunday, April 05, 2009 8:29 PM
To: rno@yourlawsmith.com
Subject: Fwd: Landfill Expansion OK - Waste Dump for Suburbia NOT!

I'm having trouble getting your email to go through. See below comments and discussion.

From: mattpasteris
To: kenandersendist3@yahoo.com, rno@yourlawsmith.com
Sent: 4/5/2009 8:27:06 P.M. Central Daylight Time
Subj: Fwd: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Gentlemen:

You represent the Cortland districts. Can I get a response and commitment that you are supporting the quality of life and environment for Cortland and the rest of our County regarding the future use of our landfill and it's impact on the community?

What is your stand going forward? What agreements and laws do you want to see come out of negotiations with W.M.?

From: mattpasteris
To: mhaines@niu.edu, anitajo1954@yahoo.com, juliafauci@verizon.net
CC: kenandersendist3@yahoo.com, laadistrict1@yahoo.com, evinchambliss@gmail.com, sdefauw@westchicago.org, edubin1627@comcast.net, jandjemerson@gmail.com, mlgudmunson@yahoo.com, hulseberg@comcast.net, plavigne@dekalbtownship.org, jeffmachv8@yahoo.com, newportdistrict8@gmail.com, rno@yourlawsmith.com, rposborne@gmail.com, prs17@yahoo.com, MJSTUCK, rtobias@niu.edu, markatodd2006@yahoo.com, pvary@niu.edu, stevedcb@mchsi.com
Sent: 4/3/2009 3:19:49 P.M. Central Daylight Time
Subj: Re: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Thank-you to all three of you for responding. Your comments are very helpful in understanding the situation. Going forward then, what agreements have we stapled down with Waste Management as far as their responsibility and accountability to their surrounding neighbors with assurance of:

- 1) Quality of Life.
- 2) Environmental Safety and Conformance.

I live approximately 2 miles from the site (south end of Cortland). Over the last year and a half, if the wind blows right (S by SE direction), we get the noxious methane smell. On a damp/humidity day it will turn your nose hairs and actually make your nose run. Now I've heard that the excess rain and building materials have caused the most recent smells. From my research, this types of factors effecting the land fill can be dealt with closer more frequent monitoring and proactive actions. What provisions are we going to demand of Waste Management in advance of the expansion and more garbage volume so we don't have these issues like smell that we have now?

More importantly, what is the adverse health affect to the neighbors of Waste Management. I have researched studies and articles discussing the land fill gases exposures on people. There is much discussion, but one thing that is common, if there is no proactive plan in place to contain smell from Waste Management, there will be complaints and a deteriorating relationship between the Community and Waste Management. We need to make sure we get a comprehensive agreement on how Waste Management will stay ahead of these potential and issues before they arise.

If the odor issue is not addressed, I would fear Cortland's viable economic growth could/would be negatively effected for the obvious reasons. Also, current property values may have a down turn as well. I can't say what a PR mess we will have with the new elementary school site being directly in harms way of prevailing SW wind (see article below).

I have faith that you and the rest of the elected County Board will assure our County residents that all quality of life and environmental issues are to be closely examined and that agreements are reached that exceed the current standards that are in place today. As long as Waste Management is squeezing us, let's make sure we hold them above board on accountability and responsibility to it's neighbors.

Please give your thoughts moving forward and call upon me for testimony. It would be nice to hear from you other Board Member with regards to the subject matter. I would be glad to call any of you to come over to my house on one of those ugly south to southeast winded days at my residence. First hand knowledge is always the best.

Attached are 3 articles you may find of interest.

thank-you,

Matt Pasteris
815-756-3349

Articles of Interest:

Pittsburg area school issue article:

<http://www.thepittsburghchannel.com/news/18911928/detail.html>

Can we head off in advance such issues as one by Grayslake (please read):

<http://www.pioneerlocal.com/highlandpark/news/1506220.q3-landfillodor-040209-s1-wastemanagement.article>

WasteExpo 2009 article (landfill managers need to be proactive):

http://wasteage.com/mag/waste_whats_smell/

In a message dated 4/3/2009 10:38:17 A.M. Central Daylight Time, mhaines@niu.edu writes:

Hi Matt,

Let me see if I can provide some info. First, the Ad Hoc Solid Waste Committee of the DeKalb County Board has been looking at the Landfill issue for two years. They have been in dialogue with Waste Management and other Companies about the future waste needs of DeKalb County. Here's what I understnd to be the facts:

- Waste Management owns the current landfill.
- The County and Waste Management have an agreement from many years ago that sets the amount of out-of-county garbage (10%) as well as the low fee for in-county garbage.
- Waste Management says that the current contract is a losing proposition for them.
- The landfill will be filled in 6,8 years.

- Waste Management will not expand or continue the landfill unless they can get outside garbage or increase our in-county fee so high that it is the same as outside garbage.
- The Solid Waste Committee has solicited other companies to create a new landfill with less out-of-County garbage to no avail.. (Let alone where would we site it?)

Our choices are:

- 1- Let the landfill close in 6.8 years and pay to ship our garbage to some other County. (Watch your taxes double or more.)
- 2- Work with Waste Management to expand the current landfill, keep our fees low, and let WM accept out-of-County garbage to make money.

Landfill expansion without out-of -County garbage is not an economically viable option for the garbage companies unless the DeKalb County garbage fee was raised high enough to make up the difference. (Watch your taxes double or more.)

Mike Haines
815-751-0624

-----Original Message-----

From: mattpasteris@aol.com [mailto:mattpasteris@aol.com]
Sent: Wednesday, April 01, 2009 10:46 AM
To: kenandersendist3@yahoo.com; laadistrict1@yahoo.com;
 evinchambliss@gmail.com; sdefauw@westchicago.org;
 edubin1627@comcast.net; jandjemerson@gmail.com; juliafauci@verizon.net;
 mlgudmunson@yahoo.com; mhaines@niu.edu; hulseberg@comcast.net;
 plavigne@dekalbtownship.org; jeffmachv8@yahoo.com;
 newportdistrict8@gmail.com; rno@yourlawsmith.com; rposborne@gmail.com;
 prs17@yahoo.com; MJSTUCK@aol.com; rtobias@niu.edu;
 markatodd2006@yahoo.com; anitajo1954@yahoo.com; pvary@niu.edu;
 stevedcb@mchsi.com
Subject: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Ladies and Gentlemen of the DeKalb County Board,

My name is Matt Pasteris a 16 year resident of Cortland and a lifetime resident of DeKalb County. With regards to expanding the land fill, I don't have a problem with expansion (capacity limitations). I do have to say that I'm not to knocked out about becoming the garbage dumping grounds of the ever expanding Chicagoland western suburbs. Especially, when the waste tonnage out of County is proposed to be many times greater than DeKalb County's waste.

It is my understanding (speaking to others that are a bit more knowledgeable than me) that the county board passed resolution, proclamation, or policy (not sure which) a few years ago that stated no more than 10% of out of county garbage would be excepted in the Dekalb fill. Please correct me if this statement is not accurate. If true, I would be interested hearing the rational from those of you who are proponents or opposed to this change of greater outside waste acceptance? I would especially like to hear from Cortland board members. Here are some questions I would ask you to reflect on in advance of voting for or against the proposal:

- 1) Why - why would we change our direction and critical thinking/planning now with respect to excepting more waste out of county now?

- 2) Have our strategic plans and values changed since the past resolution?
- 3) What is the rational today vs. yesterday for excepting proposed outside of county waste tonnage much greater than DeKalb County creates?
- 4) Has anyone gone back to the board members at this time to understand why they wrote what they wrote?
- 5) Is it really ALL about the MONEY\$\$\$???

I myself never try to make critical decision on emotion. I do see the revenue addition as attractive. But in this case I can't help but feel a bit degraded, or used, maybe shameful as to being labeled the mega dump of the Chicagoland area. I believe one of our fine citizens of the County recently mentioned (with regret) in an editorial "feeling kind of whored out". Ugly words, but they do hit home. Do we want that label?

I say expand, stick to current minimum acceptance of outside waste, look for more creative (methane use) and attractive (renewable/green energy) means of bringing revenue in and/or cost savings to the County.

I thank-you for your time and look forward to your thoughts and rational on this issue.

Concerned citizen going forward,

Matt Pasteris
815-756-3349

Note: Acknowledgment In advance and soon to follow - a 2nd email stating "Quality of Life and Environmental Concerning Neighbors of the Waste Management Site."

I know the main factor of expansion and excepting greater tonnage outside the County is a \$revenue maker for the County. I also realize that expansion of the current landfill is necessary due to up and coming limited capacity. I would like to believe that Waste Management reputable business, will stay in strict compliance of the governmental and environmental law, and be a good neighbor to us close to the action.

- 1) Why - why would we change our direction and critical thinking/planning now with respect to excepting more waste out of county now?
- 2) Have our strategic plans and values changed since the past resolution?
- 3) What is the rational today vs. yesterday for excepting proposed outside of county waste tonnage much greater than DeKalb County creates?
- 4) Has anyone gone back to the board members at this time to understand why they wrote what they wrote?
- 5) Is it really ALL about the MONEY\$\$\$???

In advance of board approval for expansion and taking on other Illinois county waste, could I ask that board members to give me your rational and view points (pro or con) so I can understand more clearly understand this important decision in advance

I am fairly certain that this expansion will not be a positive for property values for us Cortland residents and surrounding neighbors of the Waste Management dump. So in principle I have to say I'm not in favor of the expansion. Nevertheless, it is my understanding that this will be a cash revenue generator and it is my bet that you will approve the expansion (otherwise surprise me)? With this said, I have added some points of contention that I ask you to consider and cover in your final negotiated agreements that are hammered out with Waste Management:

* Accountability and responsibility of Waste Management and the expanded site to it's surrounding neighbors:

1) Air Quality - Over the last year and half, if we get a south, to slight southeast wind you would not want to come over to my house. The reason being is a STRONG methane smell that will curl the hairs in your nose. It seems to be worst when it is damp out, VERY STRONG.

Feeling the pinch at the grocery store? Make dinner for \$10 or less.

Feeling the pinch at the grocery store? Make dinner for \$10 or less.

Feeling the pinch at the grocery store? Make dinner for \$10 or less.

Feeling the pinch at the grocery store? Make dinner for \$10 or less.

Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]
Sent: Friday, March 20, 2009 10:43 AM
To: 'Steve Walt'
Subject: RE: Wednesday's CB meeting

Steve:

Thanks for your nice words. I was not surprised to be singled out, and I'm sure it won't be the last time. My vote was to appease my constituents and I knew that it wouldn't matter in the end, so I was not forced to make a truly difficult decision. I did talk to WM afterward to explain my concerns and my vote. They understood and didn't seem surprised by the decision I had to make. My vote was also to show my support for Cortland getting some concessions from WM. I do think they should get something, but the Town needs to step up more than they have so far. I expect I will see you Saturday at our lengthy public hearing. Have a good weekend, if I don't see you.

Riley

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
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-----Original Message-----

From: Steve Walt [mailto:stevedcb@mchsi.com]
Sent: Friday, March 20, 2009 9:40 AM
To: rno@yourlawsmith.com
Subject: Wednesday's CB meeting

Riley, good job at Wednesday's CB meeting. It was unfortunate that you were singled-out by a speaker concerning the landfill. You handled it well though. Although I am not a big fan of roll call votes, in your case it was appropriate. Your statement, and your vote showed the proper concern for your constituents.

Besides, I've heard it said that the only thing worse than people talking about you, is people not talking about you.

In my two years on the board, the most courageous vote I have witnessed is when Larry Anderson voted for the Shabbona/Potawanami agreement. No one on the board would have faulted Larry if he had voted against the agreement. It turned out to be a close vote and every vote mattered, so Larry had to do what he thought was best for the county. Thankfully, we're rarely forced into that corner. Again, good work.

Steve

Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]
Sent: Wednesday, March 18, 2009 4:21 PM
To: 'Robert Seyller'
Cc: 'kenandersendist3@yahoo.com'
Subject: RE: Landfill Input

Bob:

I appreciate your e-mail and understand your frustration, as Cortland will be significantly impacted. I will be at the meeting at about 7:00, if you want to talk to me more before the meeting begins.

Sincerely,

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
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From: Robert Seyller [mailto:mayor@cortlandil.org]
Sent: Wednesday, March 18, 2009 4:13 PM
To: Riley N. Oncken, Esq.; Chuck Lanning; Shawn McAllister; Dan Milroy; Mike Siewierski; Brad Stone; Ben Suppeland; kmundy@cityofsycamore.com; rich@sycamorefirst.com; alderbauer@comcast.net; sycamore2ndward@comcast.net; videodr@aol.com; sycward3taylor@yahoo.com; admurfi@aol.com; tkessler4th@hotmail.com; dknuth1960@aol.com
Cc: kenandersendist3@yahoo.com
Subject: RE: Landfill Input

DISCLAIMER: Cortland Trustees, Please to not enter into an e-mail dialog as it may become a violation of the open meeting act.

Riley,

Thank you for having asked for our input. Having said that, my frustration is your timing. Since we have not been able to have this conversation I will let you know via this method what I have done on Cortland's behalf.

1. I have attended most of the meetings of the solid waste committee, in the past four years.

7/15/2010

CTY 0120

2. I was assured by the County and Waste Management that the Town of Cortland would be included in the fee structure of any landfill expansion due to our close proximity.
3. I attended the committee of the whole meeting where the proposed Host Agreement was discussed. After that meeting I expressed my displeasure that no tipping fees or other considerations are included in this document for Cortland, the largest population group affected by the landfill. I feel the County has not represented Cortland's interest in this matter: or the interest of any other County municipality.
4. I will be attending tonight's meet with legal counsel.

Robert K Seyller, Mayor

Town of Cortland
59 S. Somonauk Road
PO Box 519
Cortland, IL 60112-0519

P. 815-756-9041
F. 815-756-4583
e-mail to: mayor@cortlandil.org
web: cortlandil.org

From: Riley N. Oncken, Esq. [mailto:rno@yourlawsmith.com]

Sent: Tue 3/17/2009 5:40 PM

To: Robert Seyller; Chuck Lanning; Shawn McAllister; Dan Milroy; Mike Siewierski; Brad Stone; Ben Suppeland; kmundy@cityofsycamore.com; rich@sycamorefirst.com; alderbauer@comcast.net; sycamore2ndward@comcast.net; videodr@aol.com; sycward3taylor@yahoo.com; admurfi@aol.com; tkessler4th@hotmail.com; dknuth1960@aol.com

Cc: kenandersendist3@yahoo.com

Subject: Landfill Input

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.

7/15/2010

CTY 0121

SMITH, WYKES & ASSOCIATES, P.C.
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Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]
Sent: Wednesday, March 18, 2009 1:33 PM
To: 'sycamore2ndward@comcast.net'
Subject: RE: Landfill Input

Thanks Pete. I appreciate your input and will take it into consideration.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
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From: sycamore2ndward@comcast.net [mailto:sycamore2ndward@comcast.net]
Sent: Wednesday, March 18, 2009 12:35 PM
To: Riley N. Oncken, Esq.
Subject: Re: Landfill Input

I know it won't be popular with Cortland residents, but it seems that moving ahead with the agreement seems the right thing to do for the overall County residents.
I also support the windmill plan.

=====

Pete Paulsen
2nd Ward Alderman
City of Sycamore
Email: sycamore2ndward@comcast.net

----- Original Message -----

From: "Riley N. Oncken, Esq." <rno@yourlawsmith.com>
To: mayor@cortlandil.org, clanning@cortlandil.org, smcallister@cortlandil.org, dmlroy@cortlandil.org, msiewierski@cortlandil.org, bstone@cortlandil.org, bsuppeland@cortlandil.org, kmundy@cityofsycamore.com, rich@sycamorefirst.com,

alderbauer@comcast.net, sycamore2ndward@comcast.net, videodr@aol.com,
sycward3taylor@yahoo.com, admurfi@aol.com, tkessler4th@hotmail.com,
dknuth1960@aol.com

Cc: kenandersendist3@yahoo.com

Sent: Tuesday, March 17, 2009 5:40:23 PM GMT -06:00 US/Canada Central

Subject: Landfill Input

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
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Sycamore, Illinois 60178
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Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]**Sent:** Wednesday, March 18, 2009 9:19 AM**To:** 'kmundy@cityofsycamore.com'; 'Bill Nicklas'**Cc:** 'kenandersendist3@yahoo.com'**Subject:** Landfill Agreement**Attachments:** 00 HOST AGREEMENT(ATTACH) 3-3-09.pdf; 00 Host Agreement final draft 2-26-09.doc

Attached are the current drafts of the landfill agreement and attachments if you want to review them. I would recommend looking at it, in case you get questions from constituents. There are a lot of misconceptions from people who have not read the agreement. The availability of a local facility which guarantees waste disposal for DeKalb County residents for the next 25 years is enticing. The way it the agreement is worded, it allows for waste to come from out of county, but DeKalb County waste has priority and is guaranteed. For every ton we generate in the County, it lowers the waste that can come in from out of county. It also places a cap on the total amount of waste which can come each year. Additionally, we make money on every ton of waste, including the waste that is brought in from out of county.

Let me know if you have any other input.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968
www.yourlawsmith.com

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From: Bockman, Ray [mailto:rbockman@dekalbcounty.org]**Sent:** Thursday, March 05, 2009 1:34 PM**To:** Andersen, Kenneth ; Anderson, Larry A.; Chambliss, Kevin; DeFauw, Sally; Dubin, Eileen ; Emerson, John; Fauci, Julia; Gudmunson, John; Haines, Michael; Hulseberg, John ; Metzger, Jeffery L.; newport, Scott; Oncken; Osborne, Richard; Pat LaVigne; Stoddard, Paul ; Stuckert Sr., Michael ; Tobias, Ruth Anne; Tobias, Ruth Anne; Todd, Mark; Turner, Anita J.; Vary, Patricia; Walt, Steve**Cc:** Supple, Mary; Hanson, Gary; Drake, Bob; John Farrell; Miller, Paul; Roger Steimel; Vince Faivre**Subject:** One more time with the correct attachments

Sorry about that. Here is the same email that I sent this morning with the correct attachments

1. Larry Anderson, Vice-Chairman of the County Board, has asked that the Agreement between the County and Waste Management be placed on the Agenda for next week's Executive Committee meeting. At that time he will entertain a motion to modify that agreement by striking Section 19c. The motion and section 19 c are pasted below for your review.

2. Attached, as promised, are the current versions of the Host Community Agreement and Attachments to that agreement. **The changes are outlined below:**

- Page 7 Changes the term Solid Waste Director to Director of Environmental Health at the request of Public Health. The DEH is the supervisor.
- Page 14 Section 16f. Strikes "for the first ten (10) years". Clarifying that the minimum payment guarantee applies to the entire length of the agreement not just the first ten years.
- Page 16 Section 19c adds the term "and Environmental Education" in two places. Clarification from the Forest Preserve.
- Page 18 Section 22. At the request of a board member strikes the phrase "until such time that active operations at the landfill cease" and replaces it with the words "during the operating life of the landfill expansion". At the request of public health also replaces the term Solid Waste Director with the term Director of Environmental Health.
- Adds attachment B-1 a map of covered wells.
- A revised attachment C incorporates monitoring parameters suggested by the County's engineers.
- Attachment D-2 in Section 12 changes two references to the Director of Environmental Health to County Administrator. Public Health did not feel that this was a good assignment for the DEH and I decided to substitute the CA office but will gladly change it to the name of the first person who asks.
- Attachment E-1 revises lines to follow parcel boundaries as promised.
- Attachment G Delineates County Parcel.

<<00 HOST AGREEMENT(ATTACH) 3-3-09.pdf>> <<00 Host Agreement final draft 2-26-09.doc>>

Larry's Motion is as follows:

Motion: I move to modify the Host Community Agreement being considered by the DeKalb County Board at its March 18, 2009 meeting by striking all of Section 19c. as outlined below.

~~c. Land and Water Conservation and Environmental Education Efforts.~~

~~The County will continue and strengthen its land and water conservation and environmental education efforts by appropriating an initial annual amount of \$100,000 to the DeKalb County Forest Preserve District from Host Fee proceeds received under the terms of this Agreement. This annual appropriation shall begin at the time of implementation of this Agreement and shall be adjusted annually for inflation in proportion to the CIP adjustments provided for in Section 16a.~~

Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]
Sent: Wednesday, March 18, 2009 8:57 AM
To: 'Gregory Taylor'
Subject: RE: Landfill Input

Thanks for your input. I appreciate it and will take it into consideration.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
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From: Gregory Taylor [mailto:sycward3taylor@yahoo.com]
Sent: Tuesday, March 17, 2009 8:19 PM
To: Esq.Riley N. Oncken
Subject: Re: Landfill Input

Riley;

Thanks for the question. I think it should happen for several reasons. The tax revenue. All of this trash has to go somewhere and adding on to an existing operation seems to make sense. This reason is petty, but I don't remember Cortland soliciting my input when they started their explosive growth. This uncontrolled growth has had some negative consequences on the entire area. Thanks again for the question....g

--- On Tue, 3/17/09, Riley N. Oncken, Esq. <rno@yourlawsmith.com> wrote:

From: Riley N. Oncken, Esq. <rno@yourlawsmith.com>
Subject: Landfill Input
To: mayor@cortlandil.org, clanning@cortlandil.org, smcallister@cortlandil.org,

dmilroy@cortlandil.org, msiewierski@cortlandil.org, bstone@cortlandil.org,
bsuppeland@cortlandil.org, kmundy@cityofsycamore.com, rich@sycamorefirst.com,
alderbauer@comcast.net, sycamore2ndward@comcast.net, videodr@aol.com,
sycward3taylor@yahoo.com, admurfi@aol.com, tkessler4th@hotmail.com,
dknuth1960@aol.com

Cc: kenandersendist3@yahoo.com

Date: Tuesday, March 17, 2009, 5:40 PM

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
Ph: (815) 895-1966
Fax: (815) 895-1968
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Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]
Sent: Wednesday, March 18, 2009 8:57 AM
To: 'Alan Bauer'
Subject: RE: [SPAM] Landfill Input

Thanks for your input. I appreciate it and will take it into consideration.

Sincerely,

Riley N. Oncken
County Board District 3

Riley N. Oncken, Esq.
SMITH, WYKES & ASSOCIATES, P.C.
Attorneys at Law
513 West State Street
Sycamore, Illinois 60178
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From: Alan Bauer [mailto:alderbauer@comcast.net]
Sent: Tuesday, March 17, 2009 6:31 PM
To: Riley N. Oncken, Esq.
Subject: Re: [SPAM] Landfill Input

Think of quality of life ahead of the dollars. I travel near the landfill in Rochelle. It used to be that one had to drive by it to smell it. Now I can often smell it clear up on Route 64, almost 6 miles away.

Likewise a car traveling along I88 would never smell the landfill South of Cortland. Now, a passerby on I88 ALWAYS can smell it. There have been times when I have smelled it at my home in Sycamore if the wind is just right.

Surely we do not need the revenue so bad as to spoil the character of the Town of Cortland.

I feel your pain as you have to make this decision. Raise my taxes if you must, but don't make the good people of Cortland live a sub-quality of life.

Alan Bauer

7/15/2010

CTY 0129

1st Ward Alderman, Sycamore
349 Home Street
Sycamore, IL 60178
815-895-9318

----- Original Message -----

From: Riley N. Oncken, Esq.

To: mayor@cortlandil.org ; clanning@cortlandil.org ; smcallister@cortlandil.org ; dmilroy@cortlandil.org ; msiewierski@cortlandil.org ; bstone@cortlandil.org ; bsuppeland@cortlandil.org ; kmundy@cityofsycamore.com ; rich@sycamorefirst.com ; alderbauer@comcast.net ; sycamore2ndward@comcast.net ; videodr@aol.com ; sycward3taylor@yahoo.com ; admurfi@aol.com ; tkessler4th@hotmail.com ; dknuth1960@aol.com

Cc: kenandersendist3@yahoo.com

Sent: Tuesday, March 17, 2009 5:40 PM

Subject: [SPAM] Landfill Input

Ladies and Gentlemen:

As you are surely aware, the County Board will be voting tomorrow evening to accept or reject the proposed Host Community Agreement with Waste Management. I have heard from many residents throughout the County on this issue already, but I wanted to solicit your input before the vote. Because this project is within my district and I represent both residents of the Town of Cortland and the City of Sycamore, the decision will be difficult for me to make. On one hand, the revenue generated will help to offset the property tax burden we all share, but which is heavier on Sycamore residents. On the other hand, this is a quality of life issue which will directly effect residents of Cortland. I'm sorry I did not have a chance to attend one of your meetings to discuss this with you personally. I would welcome both your personal feelings and the feelings of your constituents on this issue. Please either e-mail me or give me a call at the office (815) 895-1966 or on my cell phone (815) 501-7449. I look forward to making one of your meetings soon. Thanks.

Sincerely,

Riley N. Oncken
County Board District 3

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Riley Oncken

From: Pat LaVigne [plavigne@dekalbtownship.org]
Sent: Monday, March 16, 2009 11:54 AM
To: 'Bockman, Ray'; 'Andersen, Kenneth'; 'Anderson, Larry A.'; 'Chambliss, Kevin'; 'DeFauw, Sally'; 'Dubin, Eileen'; 'Emerson, John'; 'Fauci, Julia'; 'Gudmunson, John'; 'Haines, Michael'; 'Hulseberg, John'; 'Metzger, Jeffery L.'; 'newport, Scott'; 'Oncken'; 'Osborne, Richard'; 'Stoddard, Paul'; 'Stuckert Sr., Michael'; 'Tobias, Ruth Anne'; 'Tobias, Ruth Anne'; 'Todd, Mark'; 'Turner, Anita J.'; 'Vary, Patricia'; 'Walt, Steve'
Cc: 'Supple, Mary'; 'Addleman, Lee'; 'Hoekstra, Dale'
Subject: RE: Hosst Community Agreement - a friendly amendment.

Fine by me! PLaVigne

From: Bockman, Ray [mailto:rbockman@dekalbcounty.org]
Sent: Friday, March 13, 2009 2:51 PM
To: Andersen, Kenneth ; Anderson, Larry A.; Chambliss, Kevin; DeFauw, Sally; Dubin, Eileen ; Emerson, John; Fauci, Julia; Gudmunson, John; Haines, Michael; Hulseberg, John ; Metzger, Jeffery L.; newport, Scott; Oncken; Osborne, Richard; Pat LaVigne; Stoddard, Paul ; Stuckert Sr., Michael ; Tobias, Ruth Anne; Tobias, Ruth Anne; Todd, Mark; Turner, Anita J.; Vary, Patricia; Walt, Steve
Cc: Supple, Mary; Addleman, Lee; Hoekstra, Dale
Subject: Hosst Community Agreement - a friendly amendment.

A neighbor of the landfill (Mr. Dan Carson) was uncomfortable with Section 13 of the Property Value Guarantee (attachment D-2, pages 5 and 6). He has been working with officials of Waste Management to amend the language of that section. The proposed additional language below is what they came up with. We do not object to the change. Our attorney doesn't think it has any impact whatsoever but if it helps a neighbor and hurts no one else our thinking is why not add it. Ruth Anne will ask one of you to offer it as an amendment Wednesday and we are sure Mr. Carson will appreciate your support of this. Mary please get a copy to those not on email. Thanks.

, provided, however, that this Agreement will continue in full force and effect for 25 years after any termination of disposal operations at the DeKalb Expansion, as a result of (i) an order, judgment or decree issued by a court of competent jurisdiction due to Guarantor's failure to comply with applicable regulatory requirements or (ii) the revocation of (or refusal to grant) any license, permit or approval needed to operate due to Guarantor's failure to comply with applicable regulatory requirements.

Riley Oncken

From: Bockman, Ray [rbockman@dekalbcounty.org]

Sent: Friday, March 13, 2009 2:51 PM

To: Andersen, Kenneth ; Anderson, Larry A.; Chambliss, Kevin; DeFauw, Sally; Dubin, Eileen ; Emerson, John; Fauci, Julia; Gudmunson, John; Haines, Michael; Hulseberg, John ; Metzger, Jeffery L.; newport, Scott; Oncken; Osborne, Richard; Pat LaVigne; Stoddard, Paul ; Stuckert Sr., Michael ; Tobias, Ruth Anne; Tobias, Ruth Anne; Todd, Mark; Turner, Anita J.; Vary, Patricia; Walt, Steve

Cc: Supple, Mary; Addleman, Lee; Hoekstra, Dale

Subject: Hosst Community Agreement - a friendly amendment.

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Riley Oncken

From: Supple, Mary [msupple@dekalbcounty.org]
Sent: Tuesday, March 03, 2009 3:10 PM
To: Anita Jo Turner; edubin1627@comcast.net; Jeffery L. Metzger; jandjemerson@gmail.com; jmgudmunson@yahoo.com; John Hulseberg; Julia Fauci; Kenneth Andersen; kevinchambliss@gmail.com; laadistrict1@yahoo.com; markatodd2006@yahoo.com; Michael Stuckert; Mike Haines; plavigne@dekalbtownship.org; Patricia S. Vary; Paul Stoddard; Richard Osborne; rno@yourlawsmith.com; Ruth Anne Tobias (E-mail); Sally DeFauw; newportdistrict8@gmail.com; Steve Walt
Subject: FW: FW: Kankakee Newsclip

From: Patricia Vary [mailto:pvary@niu.edu]
Sent: Tuesday, March 03, 2009 1:39 PM
To: Supple, Mary
Subject: Fwd: FW: Kankakee Newsclip

Mary,
 Would you forward this to the Board and the other Solid Waste Committee, and Paul and Ray and...
 Thanks,
 Pat

>>>"Addleman, Lee" <laddleman@wm.com> 02/25/09 1:28 PM >>>
 Good Afternoon Pat,

Dale mentioned to me that you had inquired about the potential impact the closure of the DeKalb Recycling & Disposal Facility might have on a local community's pricing. I was immediately reminded of the circumstances that we witnessed in Kankakee County. Waste Management had operated a landfill in Kankakee County since 1974 and we sought to expand it onto surrounding farmland. We actually received a Kankakee County vote of 19-6 approving our expansion on 1/31/03. The details of the final outcome of our efforts are unimportant but local siting approval was reversed on a minor technicality that overturned decades of precedent. We ran out of airspace while the appeals moved forward and we were forced to close the facility. The attached story refers to the impact that the City of Kankakee experienced because of that closure. ABC Disposal is a small independent local hauler that has no affiliation to Waste Management. When our landfill closed, the City of Kankakee's waste had to be driven to a transfer station in Momence that is only 13 miles from Kankakee. The resultant impact was a 41% increase in per ton costs excluding the environmental and fuel recovery fees and an increase of over 50% per month to the homeowner. Actually, these numbers would have been much higher if the transfer station wasn't available and the refuse had to be driven direct to Pontiac, the closest landfill. It is interesting to note how the Kankakee residential price of \$23 per month compares to the same service in the City of DeKalb which is currently set at \$14.62 per home per month. Obviously, this scenario doesn't necessarily lead to a blanket assumption but it is indicative of what happens when municipalities are forced to accept market pricing. I hope this information is useful to you in your deliberations and I'd be happy to address any other questions that need clarification. I apologize for the search engine colors that appear throughout the article.

Respectfully, Lee

-----Original Message-----

From: Bill Plunkett [mailto:wplunkett@earthlink.net]
Sent: Wednesday, February 25, 2009 12:31 PM

To: Addleman, Lee
Subject: Kankakee Newsclip

Kankakee
Daily Journal

Council weighs waste hike

Aug. 19, 2008, 9:55 am

By Lee Provost
lprovost@daily-journal.com
815-937-3364

In January 2004, Kankakee paid \$32 for every ton of waste it had
ABC
Disposal
pick up
and
deposit in the KankakeeCounty l
and
fill.

Much has changed since then. There is no longer an active county l
and
fill,
and
it now costs the city \$45 a ton to dispose of each ton of solid waste, plus a \$7 environmental impact fee
assessed by the state as well as a \$27 fuel recovery fee.

In total, the city now pays \$79 for every ton of waste that's picked up
and
those costs soon may be going up.

At Monday's Utility Board meeting prior to the regular Kankakee City Council meeting, the board approved a
\$62,907 transfer to make up for shortfalls
ABC
Disposal
has had to absorb during the first six months of 2008.

Mayor Donald Green told board members he believed there would be another \$62,000 shortfall at year's end,
and
it may be time to consider another rate hike for residential customers to deal with this gap.
Kankakee
residents currently pay \$23 per month for
garbage
pickup, after a recent \$8 a month increase.

"I don't know what the answer is," he told Utility Board members. "This is not going to go away. ... This is
not going to get any better. That's my point."

The city has attempted for the past several years to get a l
and
fill sited in OttoTownship. Although that siting has been approved by the City Council, the action has been
blocked through legal challenges by some area residents

7/15/2010

CTY 0134

and
government watchdog groups.

Alderman Sam Ciaccio said the city needs to sit tight
and
wait for new technologies to deal with waste
disposal
- Green said those technologies are likely years down the road.

In January 2005, the city was paying \$33.11 per ton of
disposal
- The county l
and
fill closed in October 2005.

Since that point,
disposal
costs have dramatically risen.

In January 2006, the per ton
disposal
charge was \$37.40. However, a \$5 per ton impact fee
and
a \$14.30 fuel recovery fee were added bringing the
disposal
costs per ton to \$56.70.

As of April 2008, the total per ton
disposal
charge had risen to \$79.

* The Kankakee City Council unanimously agreed to join a lawsuit that is expected to be filed in U.S. District
County in Urbana by United
Disposal
of Bradley.

United
Disposal
is objecting to a Illinois Environmental Protection Agency regulation that allows the company to accept only
Bradley waste at its Bradley transfer station.
Kankakee
city attorney Chris Bohlen said the company wants to be able to accept
garbage
from outside the village. The city would like
ABC
Disposal
, its waste hauler, to be able to deliver waste to Bradley, about 2 miles away, as opposed to the transfer
station in Momence, about 13 miles away, Bohlen said.

The city has been sending its waste to the Momence transfer station since the KankakeeCounty l
and
fill closed.

William J. Plunkett
Plunkett & Associates, Inc.
409 W. Huron Street
Suite 600
Chicago, IL 60610
Office: 708 246 8378

Cell: 708 751 8701
Fax: 708 246 1641

7/15/2010

CTY 0136

Riley Oncken

From: Bockman, Ray [rbockman@dekalbcounty.org]
Sent: Thursday, March 05, 2009 10:40 AM
To: Andersen, Kenneth ; Anderson, Larry A.; Chambliss, Kevin; DeFauw, Sally; Dubin, Eileen ; Emerson, John; Fauci, Julia; Gudmunson, John; Haines, Michael; Hulseberg, John ; Metzger, Jeffery L.; newport, Scott; Oncken; Osborne, Richard; Pat LaVigne; Stoddard, Paul ; Stuckert Sr., Michael ; Tobias, Ruth Anne; Tobias, Ruth Anne; Todd, Mark; Turner, Anita J.; Vary, Patricia; Walt, Steve
Cc: Supple, Mary; Hanson, Gary; Drake, Bob; John Farrell; Miller, Paul; Roger Steimel; Vince Faivre
Subject: Host Community Agreement - Executive Committee
Attachments: 00 HOST FEE FINAL DRAFT ATTACH 2-17-09.pdf; 00 HOST AGREEMENT(ATTACH) 3-3-09.pdf

1. Larry Anderson, Vice-Chairman of the County Board, has asked that the Agreement between the County and Waste Management be placed on the Agenda for next week's Executive Committee meeting. At that time he will entertain a motion to modify that agreement by striking Section 19c. The motion and section 19 c are pasted below for your review.

2. Attached, as promised, are the current versions of the Host Community Agreement and Attachments to that agreement. The changes are outlined below:

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- Page 14 Section 16f. Strikes "for the first ten (10) years". Clarifying that the minimum payment guarantee applies to the entire length of the agreement not just the first ten years.
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Larry's Motion is as follows:

Motion: I move to modify the Host Community Agreement being considered by the DeKalb County Board at its March 18, 2009 meeting by striking all of Section 19c. as outlined below.

~~c. Land and Water Conservation and Environmental Education Efforts.~~

~~The County will continue and strengthen its land and water conservation and environmental education efforts by appropriating an initial annual amount of \$100,000 to the DeKalb County Forest Preserve District from Host Fee proceeds received under the terms of this Agreement. This annual appropriation shall begin at the time of implementation of this Agreement and shall be adjusted annually for inflation in proportion to the CPI adjustments provided for in Section 16a.~~

Riley Oncken

From: Riley N. Oncken, Esq. [rno@yourlawsmith.com]
Sent: Wednesday, April 08, 2009 9:03 AM
To: 'mattpasteris@aol.com'
Cc: 'kenandersendist3@yahoo.com'
Subject: RE: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Matt:

The quality of life for all of DeKalb County's residents is important to me. I moved to DeKalb County because of the quality of life offered here. I believe that I speak for Ken Andersen also in saying that this issue is very important to us and that we will continue to ensure that as much as possible is done to ensure the quality of life for those closest to the proposed site. There are many, many more hurdles that Waste Management needs to jump through before they bring back the issue to the County Board for consideration. The vote we took was a preliminary measure to ensure that, in the event that the landfill is expanded, we maximize the benefit to DeKalb County's residents by generating as much revenue from their operations as possible and by protecting those closest in proximity to the landfill with property value guarantees and well protections.

As far as laws go, the EPA, Illinois Environmental Protection Agency, and Pollution Control Board are all highly regulative of landfill siting and operations. Anything WM does must comply strictly with their policies. We have little control over those areas, as they are pre-empted by other governmental bodies. Within the next thirty days, WM will be moving the methane flare to a new location and increasing the size of the pipes which lead to the flare to create a greater vacuum. By creating a greater vacuum on the system, it will pull more methane into the pipeline and flare and drastically reduce the methane odor. Waste Management has been a good neighbor for many years and have reacted each and every time we have asked them to take action in response to odor, debris, or other issues. We are confident that they will continue the same level of responsiveness.

I look forward to future dialogue with you and other residents as this project progresses. I would strongly encourage you to contact your Town Trustees and Mayor to ensure that they are actively working with WM to ensure that Cortland gets something from this deal. WM has already made offers to the Town, which have thus far been rejected. I believe that expansion is inevitable at this point, even if Mr. Andersen and I were to strongly and vocally oppose it. The best that we can do is to minimize the detrimental impact which it may have on some and to do as much as we can to get benefits for our community. Thank you for your concern and feedback on this issue.

Sincerely,

Riley N. Oncken, Esq.
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From: mattpasteris@aol.com [mailto:mattpasteris@aol.com]
Sent: Sunday, April 05, 2009 8:29 PM
To: rno@yourlawsmith.com
Subject: Fwd: Landfill Expansion OK - Waste Dump for Suburbia NOT!

I'm having trouble getting your email to go through. See below comments and discussion.

From: mattpasteris
To: kenandersendist3@yahoo.com, rno@yourlawsmith.com
Sent: 4/5/2009 8:27:06 P.M. Central Daylight Time
Subj: Fwd: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Gentlemen:

You represent the Cortland districts. Can I get a response and commitment that you are supporting the quality of life and environment for Cortland and the rest of our County regarding the future use of our landfill and it's impact on the community?

What is your stand going forward? What agreements and laws do you want to see come out of negotiations with W.M.?

From: mattpasteris
To: mhaines@niu.edu, anitajo1954@yahoo.com, juliafauci@verizon.net
CC: kenandersendist3@yahoo.com, laadistrict1@yahoo.com, evinchambliss@gmail.com, sdefauw@westchicago.org, edubin1627@comcast.net, jandjemerson@gmail.com, mlgudmunson@yahoo.com, hulseberg@comcast.net, plavigne@dekalbtownship.org, jeffmachv8@yahoo.com, newportdistrict8@gmail.com, rno@yourlawsmith.com, rposborne@gmail.com, prs17@yahoo.com, MJSTUCK, rtobias@niu.edu, markatodd2006@yahoo.com, pvary@niu.edu, stevedcb@mchsi.com
Sent: 4/3/2009 3:19:49 P.M. Central Daylight Time
Subj: Re: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Thank-you to all three of you for responding. Your comments are very helpful in understanding the situation. Going forward then, what agreements have we stapled down with Waste Management as far as their responsibility and accountability to their surrounding neighbors with assurance of:

- 1) Quality of Life.
- 2) Environmental Safety and Conformance.

I live approximately 2 miles from the site (south end of Cortland). Over the last year and a half, if the wind blows right (S by SE direction), we get the noxious methane smell. On a damp/humidity day it will turn your nose hairs and actually make your nose run. Now I've heard that the excess rain and building materials have caused the most recent smells. From my research, this types of factors effecting the land fill can be dealt with closer more frequent monitoring and proactive actions. What provisions are we going to demand of Waste Management in advance of the expansion and more garbage volume so we don't have these issues like smell that we have now?

More importantly, what is the adverse health affect to the neighbors of Waste Management. I have researched studies and articles discussing the land fill gases exposures on people. There is much discussion, but one thing that is common, if there is no proactive plan in place to contain smell from Waste Management, there will be complaints and a deteriorating relationship between the Community and Waste Management. We need to make sure we get a comprehensive agreement on how Waste Management will stay ahead of these potential and issues before they arise.

If the odor issue is not addressed, I would fear Cortland's viable economic growth could/would be negatively effected for the obvious reasons. Also, current property values may have a down turn as well. I can't say what a PR mess we will have with the new elementary school site being directly in harms way of prevailing SW wind (see article below).

I have faith that you and the rest of the elected County Board will assure our County residents that all quality of life and environmental issues are to be closely examined and that agreements are reached that exceed the current standards that are in place today. As long as Waste Management is squeezing us, let's make sure we hold them above board on accountability and responsibility to it's neighbors.

Please give your thoughts moving forward and call upon me for testimony. It would be nice to hear from you other Board Member with regards to the subject matter. I would be glad to call any of you to come over to my house on one of those ugly south to southeast winded days at my residence. First hand knowledge is always the best.

Attached are 3 articles you may find of interest.

thank-you,

Matt Pasteris
815-756-3349

Articles of Interest:

Pittsburg area school issue article:

<http://www.thepittsburghchannel.com/news/18911928/detail.html>

Can we head off in advance such issues as one by Grayslake (please read):

<http://www.pioneerlocal.com/highlandpark/news/1506220.g3-landfillodor-040209-s1-wastemanagement.article>

WasteExpo 2009 article (landfill managers need to be proactive):

http://wasteage.com/mag/waste_whats_smell/

In a message dated 4/3/2009 10:38:17 A.M. Central Daylight Time, mhaines@niu.edu writes:

Hi Matt,

Let me see if I can provide some info. First, the Ad Hoc Solid Waste Committee of the DeKalb County Board has been looking at the Landfill issue for two years. They have been in dialogue with Waste Management and other Companies about the future waste needs of DeKalb County. Here's what I understnd to be the facts:

- Waste Management owns the current landfill.
- The County and Waste Management have an agreement from many years ago that sets the amount of out-of-county garbage (10%) as well as the low fee for in-county garbage.
- Waste Management says that the current contract is a losing proposition for them.
- The landfill will be filled in 6,8 years.

- Waste Management will not expand or continue the landfill unless they can get outside garbage or increase our in-county fee so high that it is the same as outside garbage.
- The Solid Waste Committee has solicited other companies to create a new landfill with less out-of-County garbage to no avail.. (Let alone where would we site it?)

Our choices are:

- 1- Let the landfill close in 6.8 years and pay to ship our garbage to some other County. (Watch your taxes double or more.)
- 2- Work with Waste Management to expand the current landfill, keep our fees low, and let WM accept out-of-County garbage to make money.

Landfill expansion without out-of -County garbage is not an economically viable option for the garbage companies unless the DeKalb County garbage fee was raised high enough to make up the difference. (Watch your taxes double or more.)

Mike Haines
815-751-0624

-----Original Message-----

From: mattpasteris@aol.com [mailto:mattpasteris@aol.com]

Sent: Wednesday, April 01, 2009 10:46 AM

To: kenandersendist3@yahoo.com; laadistrict1@yahoo.com;
evinchambliss@gmail.com; sdefauw@westchicago.org;
edubin1627@comcast.net; jandjemerson@gmail.com; juliafauci@verizon.net;
mlgudmunson@yahoo.com; mhaines@niu.edu; hulseberg@comcast.net;
plavigne@dekalbtownship.org; jeffmachv8@yahoo.com;
newportdistrict8@gmail.com; rno@yourlawsmith.com; rposborne@gmail.com;
prs17@yahoo.com; MJSTUCK@aol.com; rtobias@niu.edu;
markatodd2006@yahoo.com; anitajo1954@yahoo.com; pvary@niu.edu;
stevedcb@mchsi.com

Subject: Landfill Expansion OK - Waste Dump for Suburbia NOT!

Ladies and Gentlemen of the DeKalb County Board,

My name is Matt Pasteris a 16 year resident of Cortland and a lifetime resident of DeKalb County. With regards to expanding the land fill, I don't have a problem with expansion (capacity limitations). I do have to say that I'm not to knocked out about becoming the garbage dumping grounds of the ever expanding Chicagoland western suburbs. Especially, when the waste tonnage out of County is proposed to be many times greater than DeKalb County's waste.

It is my understanding (speaking to others that are a bit more knowledgeable than me) that the county board passed resolution, proclamation, or policy (not sure which) a few years ago that stated no more than 10% of out of county garbage would be excepted in the Dekalb fill. Please correct me if this statement is not accurate. If true, I would be interested hearing the rational from those of you who are proponents or opposed to this change of greater outside waste acceptance? I would especially like to hear from Cortland board members. Here are some questions I would ask you to reflect on in advance of voting for or against the proposal:

- 1) Why - why would we change our direction and critical thinking/planning now with respect to excepting more waste out of county now?

- 2) Have our strategic plans and values changed since the past resolution?
- 3) What is the rational today vs. yesterday for excepting proposed outside of county waste tonnage much greater than DeKalb County creates?
- 4) Has anyone gone back to the board members at this time to understand why they wrote what they wrote?
- 5) Is it really ALL about the MONEY\$\$\$???

I myself never try to make critical decision on emotion. I do see the revenue addition as attractive. But in this case I can't help but feel a bit degraded, or used, maybe shameful as to being labeled the mega dump of the Chicagoland area. I believe one of our fine citizens of the County recently mentioned (with regret) in an editorial "feeling kind of whored out". Ugly words, but they do hit home. Do we want that label?

I say expand, stick to current minimum acceptance of outside waste, look for more creative (methane use) and attractive (renewable/green energy) means of bringing revenue in and/or cost savings to the County.

I thank-you for your time and look forward to your thoughts and rational on this issue.

Concerned citizen going forward,

Matt Pasteris
815-756-3349

Note: Acknowledgment In advance and soon to follow - a 2nd email stating "Quality of Life and Environmental Concerning Neighbors of the Waste Management Site."

I know the main factor of expansion and excepting greater tonnage outside the County is a \$revenue maker for the County. I also realize that expansion of the current landfill is necessary due to up and coming limited capacity. I would like to believe that Waste Management reputable business, will stay in strict compliance of the governmental and environmental law, and be a good neighbor to us close to the action.

- 1) Why - why would we change our direction and critical thinking/planning now with respect to excepting more waste out of county now?
- 2) Have our strategic plans and values changed since the past resolution?
- 3) What is the rational today vs. yesterday for excepting proposed outside of county waste tonnage much greater than DeKalb County creates?
- 4) Has anyone gone back to the board members at this time to understand why they wrote what they wrote?
- 5) Is it really ALL about the MONEY\$\$\$???

In advance of board approval for expansion and taking on other Illinois county waste, could I ask that board members to give me your rational and view points (pro or con) so I can understand more clearly understand this important decision in advance

I am fairly certain that this expansion will not be a positive for property values for us Cortland residents and surrounding neighbors of the Waste Management dump. So in principle I have to say I'm not in favor of the expansion. Nevertheless, it is my understanding that this will be a cash revenue generator and it is my bet that you will approve the expansion (otherwise surprise me)? With this said, I have added some points of contention that I ask you to consider and cover in your final negotiated agreements that are hammered out with Waste Management:

* Accountability and responsibility of Waste Management and the expanded site to it's surrounding neighbors:

1) Air Quality - Over the last year and half, if we get a south, to slight southeast wind you would not want to come over to my house. The reason being is a **STRONG** methane smell that will curl the hairs in your nose. It seems to be worst when it is damp out, **VERY STRONG**.

- Feeling the pinch at the grocery store? Make dinner for \$10 or less.

Feeling the pinch at the grocery store? Make dinner for \$10 or less.

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Feeling the pinch at the grocery store? Make dinner for \$10 or less.