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CLERK'S OFFICE

MAR 22 2011

STATE OF ILLINOIS
Pollution Control Board

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

AMERICAN DISPOSAL SERVICES OF
ILLINOIS, INC.

Petitioner,

vs.

COUNTY BOARD OF MCLEAN COUNTY,
ILLINOIS, HENSON DISPOSAL TKNTK, LLC.,

Respondent.

No. PCB 11-

60

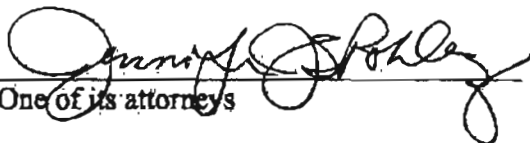
(Pollution Control Facility Siting
Application)

NOTICE OF FILING

TO: See Attached Service List

PLEASE TAKE NOTICE that on March 22, 2011, we filed with the Illinois Pollution Control Board, the attached (1) **Appearance** and (2) **Petition for Review of Decision Concerning Siting of a New Pollution Control Facility, Pursuant to Sections 39.2 and 40.1 of the Illinois Environmental Protection Act**, copies of which are attached hereto and served upon you.

AMERICAN DISPOSAL SERVICES OF
ILLINOIS, INC.


One of its attorneys

Jennifer J. Sackett Pohlenz
Attorney for Petitioner
Querrey & Harrow, Ltd.
175 West Jackson Boulevard
Suite 1600
Chicago, Illinois 60604
Direct Dial: 312-540-7540
Attorney Registration No. 6225990

Document #: 808497

STATE OF ILLINOIS
NOTARY PUBLIC

PROOF OF SERVICE

I, Christine Clayton, a non-attorney, on oath states that I served the foregoing Notice of Filing, Appearance, and Petition for Review of Decision Concerning Siting of a New Pollution Control Facility, Pursuant to Section 39.2 and 40.1 of the Illinois Environmental Protection Act on the following parties in the following manner(s) this 22rd day of March, 2011, before the hour of 5:00 p.m.

Seme Vendola

Notary Public
My Commission expires 9-18-14

Christine Clayton
Christine Clayton



Certified Mail – Return Receipt Requested

County Board of McLean County
County Clerk, Kathy Michael
Government Center
McLean County Clerk's Office
115 E Washington Street,
Room 102
PO Box 2400
Bloomington, IL 61702-2400

Certified Mail – Return Receipt Requested

County Board of McLean County
County Board Chairman
Matt Sorensen
115 E Washington Street,
PO Box 2400
Bloomington, IL 61702-2400

Certified Mail – Return Receipt Requested

County Board of McLean County
State's Attorney William A. Yoder
104 W. Front St. Rm. 605
Bloomington IL 61702-2400

Certified Mail – Return Receipt Requested

Henson Disposal, Inc.
Registered Agent, Thomas E. Kirk
1010 Old Farm Road
Bloomington, IL 61704

Certified Mail – Return Receipt Requested

TKNTK, LLC
Registered Agent, Thomas E. Kirk
1010 Old Farm Road
Bloomington, IL 61704

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(Pollution Control Facility Siting
Application)

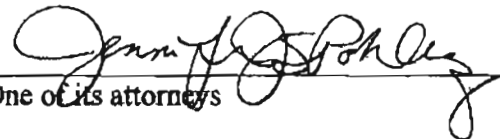
APPEARANCE

I, Jennifer J. Sackett Pohlenz, hereby file my appearance in this matter on behalf of
Petitioner American Disposal Services of Illinois, Inc.

March 22, 2011

AMERICAN DISPOSAL SERVICES OF
ILLINOIS, INC.

One of its attorneys



Jennifer J. Sackett Pohlenz
Attorney for Petitioner
Querrey & Harrow, Ltd.
175 West Jackson Boulevard
Suite 1600
Chicago, Illinois 60604
Direct Dial: 312-540-7540
Attorney Registration No. 6225990

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

AMERICAN DISPOSAL SERVICES OF
ILLINOIS, INC.,

Petitioner,

v.

COUNTY BOARD OF MCLEAN COUNTY,
ILLINOIS, HENSON DISPOSAL, INC., and
TKNTK, LLC,

Respondents.

No. PCB 11-

60

(Pollution Control Facility Siting
Application)

RECEIVED
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MAR 22 2011

STATE OF ILLINOIS
Pollution Control Board

**PETITION FOR REVIEW OF DECISION CONCERNING SITING OF A NEW
POLLUTION CONTROL FACILITY, PURSUANT TO SECTIONS 39.2 AND 40.1
OF THE ILLINOIS ENVIRONMENTAL PROTECTION ACT**

Petitioner American Disposal Services of Illinois, Inc. ("ADS"), by and through its attorneys at Querrey & Harrow, Ltd., respectfully requests a review of the decision of the County Board of McLean County, Illinois ("McLean") approving the siting application ("Application") filed by Henson Disposal, Inc. ("Henson") to operate a construction debris, recycling, and landscape waste treatment and transfer facility on property owned by TKNTK, LLC in McLean County. In further support of this Petition, Petitioner states as follows:

1. This Petition is filed pursuant to Section 40.1(b) of the Illinois Environmental Protection Act ("Act") and Sections 107.200-107.208 of the applicable Illinois Pollution Control Board Regulations. (415 ILCS 5/40.1(b) (2003) and 35 IAC 107.200-208).

2. Pursuant to Section 107.208(a), a copy of McLean's written decision is attached to this Petition as **Exhibit A**. The attached copy is from McLean County's website.

3. Henson proposed to treat and transfer construction debris, single-stream recycling, and landscape waste at various locations on property owned by a different entity. The name of the facility, as stated by McLean in the LPC-PA8, is the "Henson Disposal Recycling Center." Henson's siting proposal was approved, with a few conditions, by McLean.

4. Pursuant to Section 107.208(b), the following Paragraphs, 5-7, provide a statement as to how ADS, the filing party, is a proper Petitioner under Section 107.200 of the Pollution Control Board Regulations, because, among other things, ADS participated in and attended the local site location review public hearing and submitted written comment on the Application.

5. ADS is a company that does business in McLean.

6. On December 9, 2010, ADS entered its appearance at the siting hearing on the subject Application. Additionally, ADS attended the public hearing and decision in the subject local siting review.

7. Further, ADS, through its attorneys, timely filed written comments concerning or relating to the subject application with McLean.

8. Pursuant to Section 107.208(c), the following Paragraphs 9-11, set forth the grounds for this appeal.

9. As an initial matter, McLean did not have proper jurisdiction to conduct the local public hearings or make a decision on Henson's siting Application. The pre-filing notice was not accurate, was misleading, and was insufficient under the requirements of Section 39.2(b) of the Act. (415 ILCS 5/39.2(b) (2003)). The Illinois Pollution Control Board and Illinois Courts have consistently held that Section 39.2(b) pre-filing notice requirements are a jurisdictional prerequisite to the local new pollution control facility site location process. *See, Ogle County Bd. ex rel. County of Ogle v. Pollution Control Bd.*, 272 Ill. App. 3d 184, 208 Ill. Dec. 489, 649 N.E.2d 545 (1995); *Kane County Defenders, Inc. v. Pollution Control Bd.*, 139 Ill. App. 3d 588, 93 Ill. Dec. 918, 487 N.E.2d 743 (2nd Dist. 1985).

10. Additionally, Criteria 1, 2, 3, 4, 5, 6, 7, 8, and 9 were not met by Henson, and McLean's approval of Henson's siting Application on those Criteria is not supported by the record and against the manifest weight of the evidence

11. Further, McLean did not make a finding as to Criterion 4, and incorrectly determined that Criterion 4 was not applicable.


12. Finally, the local siting review procedures, hearings, decision, and process, individually and collectively, were fundamentally unfair due to, at a minimum, the unavailability of the public record. ADS reserves its rights to incorporate additional fundamental fairness issues during the course of this proceeding.

WHEREFORE, Petitioner ADS respectfully requests the Board enter an order **(a)** finding that no jurisdiction existed on Henson's siting Application; **(b)** alternatively and notwithstanding or waiving the jurisdictional issues, setting for hearing this contest of the County Board siting approval decision; **(c)** alternatively and notwithstanding or waiving the jurisdictional issues, reversing the County Board's approval and denying Henson's siting application; **(d)** alternatively and notwithstanding or waiving the jurisdictional issues or item **(c)**, above, remanding this matter for further local public hearings to address the fundamentally unfair local proceeding; and **(e)** providing such other and further relief as the Illinois Pollution Control Board deems appropriate.

Dated: March 22, 2011

Respectfully submitted,

AMERICAN DISPOSAL SERVICES, INC.

By: 
One of its attorneys

Jennifer J. Sackett Pohlenz
Querrey & Harrow, LTD.
175 W. Jackson Blvd., Suite 1600
Chicago, Illinois 60604
Direct Dial: (312) 540-7540
Fax: (312) 540-0578

POLLUTION CONTROL SITE HEARING COMMITTEE:
Member Gordon, Vice-Chairman, presented the following:

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY POLLUTION CONTROL SITE HEARING COMMITTEE**

This is the findings of fact and the recommendation of the McLean County Pollution Control Site Hearing Committee of the McLean County Board concerning an application of Henson Disposal, Inc., for site approval of a pollution control facility that will recycle construction and demolition materials including wood, metal, drywall, cardboard, concrete, brick, block, aggregate materials, and shingles and process landscape waste on their properties located in Bloomington Township at 2148 Tri Lakes Road, Bloomington, at 510 East Hamilton Rd., Bloomington, and at 2014 Bunn St., Bloomington and for reduction of the initial filing fee from \$125,000 to \$1,000.

Henson Disposal, Inc. filed an application for site approval for the proposed pollution control facility on April 19, 2010 and filed an amendment to the application on August 9, 2010. Public hearing was held on December 9, 2010. Based upon the information provided in the application and amendment thereto and testimony provided at the public hearing, the McLean County Pollution Control Site Hearing Committee finds that the proposed facility meets the following criteria set forth in 415 ILCS 5/39.2 for the reasons stated:

- (i) The facility is necessary to accommodate the waste needs of the area it is intended to serve; this criterion is met.

According to the IEPA the McLean County Landfill will reach capacity by 2014. Once in operation the Henson Disposal Recycling Center will prolong the life of the landfill by diverting recyclable demolition and construction material from the landfill. This operation will also be a great resource to contractors seeking LEED compliance, a program that certifies a building was built "green" meeting energy standards and stewardship of resources. One way to meet LEED requirements is by recycling construction waste, such as wood, metal, and cardboard generated from construction. Using predicted numbers, this center will be able to process 52,000 tons per year which will approximately double the amount of recyclable demolition and construction material currently processed by the city.

- (ii) The facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected; this criterion is met.

The applicant will put measures in place to reduce the impact of the operations at the facility on neighboring properties. More specifically, dust will be suppressed using a water sprinkler system and pressurized water system. There will be a 9' fence situated on the west and south sides of the property and trees will be planted to buffer the noise, and the hours of operation will be limited to accommodate the neighboring properties. Any materials with a potential for producing noxious odors will be removed from the site daily. All material will be moved on paved roads, but any mud tracking that occurs will be removed within 24 hours. Work will cease at any time the winds exceed 35 mph and screens will be used to catch blowing material if necessary.

- (iii) The facility is located so as to minimize incompatibility with the character of the surrounding area and to minimize the effect on the value of the surrounding property; this criterion is met.

The neighboring property is in commercial use and the proposed facility is compatible with the other business uses in the vicinity and would not likely be a detriment to the surrounding property values. The subject property is in the M-2 General Manufacturing Zoning District and is

surrounded by land in the M-2 District. The land to the north across the railroad right-of-way contains multiple commercial uses. The land to the east is used as a private recreation facility. The land to the south is in part used as a private recreation facility and in part is vacant. The land to the west contains multiple commercial uses. The measures that will be used to minimize any negative impact to public health, safety and welfare in satisfaction of criteria (ii) will also minimize any possible incompatibility the proposed facility may have with surrounding property.

- (iv) (A) For a facility other than a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100 year flood plain or the site is flood-proofed; (B) For a facility that is a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100-year floodplain, or if the facility is a facility described in subsection (b)(3) of Section 22.19a, the site is flood-proofed;

This criterion is not applicable to the proposed facility and the committee makes no finding.

- (v) The plan of operations for the facility is designed to minimize the danger to the surrounding area from fire, spills, or other operational accidents; this criterion is met.

The proposed operation does not pose a high risk of danger to the surrounding area from fire, spill or other operational accidents. The applicant has provided a fire protection plan and a spill prevention and emergency response plan that will reduce the minimal danger to the surrounding area from fire, spills, or other operational accidents. The spill prevention and emergency response plan was developed with the assistance of the Director of the McLean County Emergency Management Agency. The fire protection plan was developed with the assistance of the Fire Chief of the Bloomington Township Fire Protection District. Fire protection measures include no smoking on site, keeping all materials wet through dust control procedures, and placing fire extinguishers on all equipment. Fire protection will be provided from a water well that could be hooked up with hoses and a fire hydrant which is 600 feet from the property. All employees will undergo safety awareness training consisting of, locations of fire extinguishers, emergency contact numbers, location and direction of the nearest hospital, safety glasses, hard hats, and reflective vests will be required and provided.

- (vi) The traffic patterns to or from the facility are so designed as to minimize the impact on existing traffic flows; this criterion is met.

No new roads will be constructed. Trucks will use existing roads, rated for truck traffic. The County Engineer toured the proposed site and found the proposed traffic flow satisfactory, on the condition that roads will be cleared of any mud within 24 hours.

- (vii) If the facility will be treating, storing or disposing of hazardous waste, an emergency response plan exists for the facility which includes notification, containment and evacuation procedures to be used in case of an accidental release.

This criterion is not applicable and the committee makes no finding.

- (viii) If the facility is to be located in a county where the county board has adopted a solid waste management plan consistent with the planning requirements of the Local Solid Waste Disposal Act

[FNH] or the Solid Waste Planning and Recycling Act, [FN2] the facility is consistent with that plan; for purposes of this criterion (viii) the "solid waste management plan" means the plan that is in effect as of the date the application for siting approval is filed; this criterion is met.

The application is consistent with the two main goals of the Solid Waste Management Plan: "the expansion of commercial and industrial recycling throughout McLean County" and the "development of opportunities for recycling of construction and demolition waste".

- (ix) If the facility will be located within a regulated recharge area, any applicable requirements specified by the Board for such areas have been met.


This criterion is not applicable and the committee makes no finding.

After considering all the evidence and testimony presented, the McLean County Pollution Control Site Hearing Committee finds that the application meets all the criteria as found in Chapter 33 of the McLean County Code for Pollution Control Facilities, provided the following stipulations are met;

1. A Spill Prevention and Emergency Response Plan shall be submitted to and approved by the Director of the County Emergency Management Agency and the Director of Building and Zoning before the commencement of operations of this pollution control facility and shall be reviewed annually;
2. The Fire Chief of the Bloomington Township Fire Protection District shall inspect and approve the fire protection plan before the commencement of operations of this pollution control facility;
3. The applicant will pay for additional costs of processing the application such as for a transcript, publications, etc.;
4. Development follows the plans and documents submitted with the application; and
5. Approval of a Performance Agreement and approval of a Host Agreement.

Therefore the McLean County Pollution Control Site Hearing Committee recommends approval of the application by Henson Disposal, Inc., to reduce the initial filing fee from \$125,000 to \$1,000, and for site approval of a pollution control facility that will recycle construction and demolition materials including wood, metal, drywall, cardboard, concrete, brick, block, aggregate materials, and shingles and process landscape waste on their properties located in Bloomington Township at 2148 Tri Lakes Road, Bloomington, at 510 East Hamilton Rd., Bloomington, and at 2014 Bunn St., Bloomington, provided compliance with above stipulations.

Respectfully submitted by the McLean County Pollution Control Site Hearing Committee



Matt Sorensen, Chairman

2-15-2011

Date

Members Gordon/Owens moved the County Board approve a Request for Approval of Findings of Fact and Recommendation of the McLean County Pollution Control Site Hearing Committee - Building and Zoning. Acting-Clerk Nelson shows all Members present voting in favor of the Motion except Member Wollrab who voted present. Motion carried.

Member Gordon, Vice-Chairman, presented the following:

PERFORMANCE AGREEMENT

This Performance Agreement ("Performance Agreement") is entered into as of the _____ day of February, 2011, by and among Henson Disposal, Inc., P.O. Box 1058, Bloomington, Illinois 61702, as Operator, TKNTK, LLC as Owner, and the County of McLean, Illinois.

WHEREAS, Henson Disposal, Inc. desires to procure from the County of McLean, as required by Illinois Environmental Protection Act Section 39.2, a siting approval for the construction and operation of a pollution control facility to sort and recycle building construction materials and process landscape materials at 2148 Tri Lakes Road, Bloomington, Illinois during the period beginning on the effective date of any EPA Permit and terminating on the earlier of the expiration or revocation of any such permit.

WHEREAS, TKNTK, LLC owns the property on which Henson Disposal, Inc. proposes to operate the aforesaid pollution control facility and TKNTK, LLC will enter into a lease agreement with Henson Disposal, Inc. for the purpose of providing a location for the pollution control facility

WHEREAS, as a condition of granting Henson Disposal, Inc. approval for siting the pollution control facility, the County of McLean will require Henson Disposal, Inc. to agree and provide appropriate security, to guarantee the removal of all construction and landscape materials, rubbish, debris, temporary structures, tools and equipment used in the recycle operation in the event Henson Disposal, Inc. ceases to conduct any of the activities as permitted by the County under the siting approval or it's E.P.A. permit,

NOW, THEREFORE, the parties agree as follows:

A. Henson Disposal, Inc. shall well and true perform all and singular the conditions and provisions attached to the approval for the Pollution Control Facility Siting by the County of McLean, State of Illinois.

B. Henson Disposal, Inc. shall, prior to the effective date of any permit issued by the Illinois Environmental Protection Agency for operation of the the Pollution Control Facility and commencement of construction, deliver to the County an irrevocable letter of credit equal to One Hundred Twenty Thousand Dollars (\$120,000.00) in a form acceptable to the County or, some alternate form of security acceptable to the County, which security shall remain in place until such time as Henson Disposal, Inc. ceases to conduct any of the activities permitted by the County under the siting approval or it's E.P.A. permit. The County may draw upon the letter of credit or other security upon the occurrence of either of the following two events: a) Henson Disposal, Inc. ceases to do business for any reason and fails to appropriately clean up all rubbish, debris, excess material, temporary structures, tools and equipment after notice and opportunity to cure as provided in Paragraph C b). Cancellation or non-renewal of the letter of credit or other security provided by Henson Recycling, Inc. to guarantee the clean up and failure of Henson to provide the County a commitment to renew or extend its letter of credit, or other agreed upon security provided in lieu of a letter of credit, within sixty (60) days of the date such letter of credit or other security will expire. In that event, County may draw all of the funds available under the letter of credit or other security and deposit them into an account to be held in escrow until such time Henson Disposal, Inc. ceases to conduct any of the activities permitted by the County under the siting approval or its E.P.A. permit for any reason and fails to appropriately clean up all rubbish, debris, excess

material, temporary structures, tools and equipment after notice and opportunity to cure as provided in Paragraph C. The irrevocable letter of credit or funds in any escrow account established hereunder may be applied against any expenses related to the removal and cleanup of any rubbish, debris, excess material, temporary structures, tools and equipment from the recycled property

C. Default and Cure Rights. If Henson Disposal, Inc. fails to appropriately clean up all rubbish, debris, excess material, temporary structures, tools and equipment within ninety (90) days of ceasing to conduct any of the activities as permitted by the County under the siting approval or it's E.P.A. permit. County shall give Henson Disposal written notice of its intent to perform any necessary clean up and to draw upon the letter of creditor escrow account to offset the expense of doing so. Any such notice shall identify the rubbish, debris, excess material, temporary structures, tools and/or equipment to be removed and shall specify a date by which County will perform the clean up in default of Henson Disposal doing so, which date shall not be less than thirty (30) days of the date of said notice. County may enter onto Henson Disposal property and perform the clean up if Henson Disposal has not initiated and made substantial progress toward clean up of the items listed in the notice by the date specified with no further notice to Henson Disposal, Inc.

D. The amount of security is based on an estimated cost of clean up determined as follows. There is maximum storage capacity on the site for 3500 yards (1225 tons) of construction recycling debris. The cost of transporting the material from the site to the nearest landfill was estimated at \$65.00 per ton (\$55.00 tipping fee and \$10.00 trucking fee) bringing the total potential clean up cost for debris construction recycling operation

to \$79,625.00. The estimate of cleaning up the landscape processing operations was \$40,000.00 based on Henson Recycling, Inc. actual cost to clear the total area where those materials are stored; making the total estimated cost to clean up the entire site \$119,625.00, rounded to \$120,000.00. The parties agree that the amount of the security will be reviewed one year after Henson Recycling, Inc commences operation of the pollution control facility to determine if the amount should be increased or decreased taking into consideration any increase in tipping fees, transportation costs, disposal cost for landscape waste and taking into consideration the average amount of material on the property. The amount of security shall be reviewed every five years thereafter to insure that it is based on the then current tipping fees, transportation costs and landscape waste disposal costs; provided however that the amount of security shall never be less than \$120,000.00, unless the average amount of material is less than what is assumed and in such case the requisite security shall be adjusted accordingly.

E. The requirement of security is not intended to and will not limit Henson Recycling, Inc.'s liability to pay for the full cost any clean up required and Henson Recycling shall be responsible to reimburse County for any amounts by which the cost of clean up exceed the funds available under the letter of credit, escrow account or any other security available at the time of clean up.

F. TKNTK, LLC acknowledges that as the property owner, it will be responsible for removal of all construction and landscape materials, rubbish, debris, temporary structures, tools and equipment used in the recycle and landscape processing operation from the site at such time as Henson Disposal, Inc. ceases to conduct any of the activities permitted by the County under the siting approval or it's E.P.A. permit. TKNTK, LLC

agrees that it will clean up the site upon receipt of notice from the County that Henson Disposal, Inc. has not completed the clean up of the property after having been given notice to do so. TKNTK, LLC agrees that County may make demand on it to perform the clean up in lieu of or prior to drawing upon the security provided pursuant to paragraph B.

G. This agreement shall remain in full force and effect until Henson Disposal, Inc. ceases conducting both the construction material recycling and landscape processing as allowed by the county siting approval.

H. Additional Terms.

a. The parties and their counsel have reviewed this Agreement and, accordingly, the normal rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement.

b. This Agreement may be amended, altered or terminated, in whole or in part, only by a writing signed by all Parties.

c. The Parties agree to bear their own expenses, attorney fees, and costs for all matters related to the Lawsuit, and the negotiation and consummation of this Agreement and settlement.

d. Each of the Parties hereto understands and expressly agrees that this Agreement shall bind and benefit their directors, officers, owners, shareholders, trustees, administrators, partners, agents, employees, servants, attorneys, insurers,

underwriters, successors, assigns, predecessors, parents, subsidiaries, affiliates, and divisions, representatives, and all persons or entities formerly in any of those positions, and their heirs, executors, administrators, agents, representatives, successors and assigns, and attorneys, and any persons or entities formerly in any of those positions, as appropriate.

e. This Agreement shall be governed, construed and enforced according to the laws of the State of Illinois.

f. This Agreement represents the full agreement of the Parties, and supercedes all prior and contemporaneous agreements and understandings, if any, relating to the substance hereof between or among them. This is a fully integrated document.

g. Each of the Parties expressly represents and warrants that (i) it is validly existing and in good standing under the laws of its respective state of incorporation, (ii) it has the full right power, legal capacity and authority, without the consent of any other person, entity or governmental authority, to execute, deliver and carry out the terms of this Agreement and to consummate the transactions contemplated hereby and thereby, (iii) all corporate and other actions required to be taken by it to authorize the execution, delivery and performance of this Agreement (and all documents and agreements necessary to give effect to the provisions of this Agreement) have been duly and properly taken or obtained, and (iv) this Agreement (and all documents and agreements necessary to give effect to the provisions of this Agreement) is the lawful, valid and legally binding obligation of such Party, enforceable against it in accordance with its terms.

h. This Agreement may be executed in counterparts, each of which when so executed shall be an original, but all of said counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

THIS AGREEMENT is effective 2-15-2011

HENSON DISPOSAL, INC.

COUNTY OF McLEAN

By: Tom Kirk
Its President

By: Matt Souren
Its Co. Board Chairman

TKNTK, LLC

By: Tom Kirk
Its President

Members Gordon/Segobiano moved the County Board approve a Request for Approval of Performance Agreement between the County of McLean and Henson Disposal, Inc. - Building and Zoning. Acting-Clerk Nelson shows all Members present voting in favor of the Motion except Member Wollrab who voted present. Motion carried.

Member Gordon, Vice-Chairman, presented the following:



Illinois Environmental Protection Agency

Bureau of Land 1021 North Grand Avenue East Box 19276 Springfield, IL 62794-9276

CERTIFICATION OF SITING APPROVAL (LPC-PAS)

Name of Applicant for Siting: Henson Disposal Inc.

Address of Siting Applicant: 2148 Tri Lakes Road, Bloomington, at 510 East Hamilton Rd., Bloomington, and at 2014 Burr St., Bloomington, IL

Name of Site: Henson Disposal Recycling Center Site Number (if assigned):

Site Information: Nearest Municipality: Bloomington, IL County: McLean

Unit of local government from which siting approval was obtained: McLean County

1. On 2-15, 2011, the County Board of McLean County approved the site location suitability of Henson Disposal Rec. Center as a new pollution control facility in accordance with Section 39.2 of the Illinois Environmental Protection Act, Ill. Rev. Stat., ch 111 1/2, Section 1039.2.

2. The Illinois EPA may need to verify the information on this form, please indicate a person from the unit of local government ("siting authority") whom a representative from the Illinois EPA may contact regarding this approval: Philip Dick, Director, Department of Building and Zoning, 309-888-5160

3. Identify the type of activity(ies) for which local siting approval was obtained: waste storage (), sanitary landfill (), waste disposal (), waste transfer (X), waste treatment (X), waste incinerator ().

4. Did the local siting authority approve the acceptance of special waste? Yes No Did the local siting authority approve the acceptance of hazardous waste? Yes No

5. Attached to this certification is a true and correct statement of the legal descriptions of the site as it was approved by the aforementioned local siting authority. Yes No (Note: A legal description must be attached to this document, by the local siting authority, to make the application complete)

This Agency is authorized to require this information under Illinois Revised Statutes, 1979, Chapter 111 1/2, Section 1039. Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

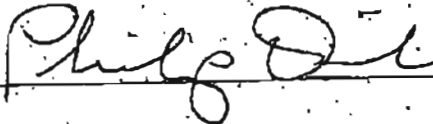
6. Did the local siting authority impose any specific condition(s)? Yes No
If yes, is a copy of the conditions attached to this form? Yes No
(Note: These conditions are provided for information only to the Illinois EPA. The Illinois EPA is not obligated to monitor nor enforce local conditions.)

7. This item is applicable only to landfills or disposal sites.
Was a legal description of horizontal and vertical waste? Yes No N/A
boundaries approved? (i.e., the waste envelop).
If no, is there a maximum disposal capacity approved?
(i.e., the waste envelop). Yes No N/A

If either of the questions under #7 above was answered yes, the legal description or maximum capacity must be attached to this form by the local siting authority to make the application complete.

8. The undersigned has been authorized by the County Board of
(siting authority of county or municipality)
McLean County to execute this certification on their behalf.
(county or municipality)

Name: Philip Dick

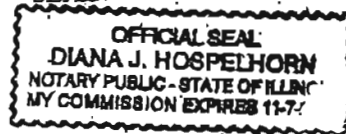
Signature: 

Title: Director of Department of Building and Zoning

SUBSCRIBED AND SWORN TO BEFORE ME

this 15th day of Feb, 2011

SEAL:




Notary Public

bjh\002892i.doc

Members Gordon/O'Connor moved the County Board approve a Request for Approval of IEPA Certification of Siting Approval Form - Building and Zoning. Acting-Clerk Nelson shows all Members present voting in favor of the Motion except Member Wollrab who voted present. Motion carried.

Member Gordon, Vice-Chairman, presented the following:

HOST COUNTY AGREEMENT

This Host County agreement represents an agreement between Henson Disposal, Inc. and the County of McLean, Illinois.

Henson Disposal, Inc. intends to file an application with McLean County for the siting of a new regional pollution control facility of a recycling center. The facility will be named the Henson Disposal Recycling Center. The Henson Disposal Recycling Center will be located on property owned by TKNTK, LLC at 2148 Tri Lakes Road in Bloomington, Illinois and leased to Henson Disposal, Inc. for purposes of operating a facility, which is subject to this agreement.

The Henson Disposal Recycling Center will accept and process recyclable construction and demolition materials such as wood, metal, drywall, cardboard, concrete, brick, block, aggregate materials, and shingles and will accept and process landscape materials. Once processed, the materials will be sent on to various end users. The facility does not intend to accept food scrap or garbage.

Host County Fee

The County desires to collect a host benefit fee to help meet the costs of government, including, but not limited to, those costs associated with solid waste planning, management, and environmental enforcement, as well as traffic enforcement and maintenance of County highways in the County's jurisdiction in areas impacted by the pollution control facility operations.

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

Each Host Benefit Fee payment shall be accompanied by a form prescribed by the County and stating the weight of the Nonhazardous Solid Waste received by the Henson Disposal Recycling Center during the payment period providing such other information as may be necessary for the County to assure compliance with this Agreement. This form shall be signed by Henson Disposal, Inc.

The County shall be entitled to audit business records from the Henson Disposal Recycling Center not less than on an annual basis to verify the amount of the Host Benefit Fee payments. Henson Disposal, Inc. shall make available to the County scale tickets, sales invoices, daily billing summaries, account records and other such business records the auditor may request to conduct the audit. Provided, however, that Henson Disposal, Inc. may provide these records to the County as confidential business records and the County agrees

that such records shall be kept confidential, consistent with this Agreement, and such confidential business records shall not be provided for review or disclosure pursuant to a request under the Freedom of Information Act, unless otherwise ordered by a Court of Law.

The Henson Disposal Recycling Center wishes to pay the County a fee per ton of materials accepted at the facility. The County will incur minimal expenses per year in dealings with the Henson Disposal Recycling Center as opposed to that of a traditional landfill, for which the fee was intended.

The Henson Disposal Recycling Center agrees to pay the County \$0.50 per ton of all incoming materials.

Indemnification Agreement

See Indemnification Agreement, attached hereto as Exhibit A.

Hazardous Waste

The Henson Disposal Recycling Center will not knowingly accept any hazardous materials, as defined by the Illinois EPA. The Henson Disposal Recycling Center intends to accept only construction and demolition materials that are recyclable. The Henson Disposal Recycling Center will comply with the regulations set by the Illinois Pollution Control Board to complete random load checking. If any hazardous waste is discovered, the County government, City of Bloomington, and Illinois EPA will immediately be notified.

Guarantee of Disposal Capacity for McLean County Waste

This provision does not apply to the Henson Disposal Recycling Center because no waste of any kind will be stored on-site long term.

Property Value Protection Program

The Henson Disposal Recycling Center wishes to be exempt from providing a Property Value Protection Program. The site is not a landfill, and no materials will be stored on-site long term. Therefore, the property value of existing homes in the surrounding areas will not be affected by the operations. At any given time, the recycling center could cease operations and the property would revert back to its original condition and form.

Domestic Water Well Protection Plan

The Henson Disposal Recycling Center wishes to be exempt from the Water Well Protection Plan. Please see the request for waiver.

Assignment of Rights Clause

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

Environmental Contingency Fund

Given that the recycling center is not a long term storage site, no significant environmental impact should occur. Therefore, the Henson Disposal Recycling Center does not want to contribute money to an Environmental Contingency Fund.

Procedure to Determine Remaining Disposal Capacity

This provision does not apply to the Henson Disposal Recycling Center because no waste of any kind will be stored on-site long term.

Access to Non-Financial Records

Henson Disposal, Inc. shall provide the County, free of charge, copies of all of the following documents in any manner connected with the Henson Disposal Recycling Center:

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

In return, the County agrees not to disclose or release any documents, records, or other information that is proprietary or confidential business information of the Henson Disposal Recycling Center. This includes, but is not limited to customer information and pricing.

Upon examination of this Host County Agreement, both Henson Disposal, Inc. and the County of McLean, Illinois agree to the provisions listed above.

Henson Disposal, Inc.

By: Tom Kirk

Title: President

County of McLean, Illinois

By: Matt Soum

Title: Chairman

Clerk of the McLean County Board

By: Kathy Michael

Members Gordon/Wendt moved the County Board approve a Request for Approval of Host Agreement between Henson Disposal, Inc. and the County of McLean - Building and Zoning. Acting-Clerk Nelson shows all Members present voting in favor of the Motion except Member Wollrab who voted present. Motion carried.

Member Gordon stated the Spill Prevention & Emergency Response Plan from Henson Disposal, Inc. was located on pages 76-83.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated there were no items to be presented for action and their General Report can be found on pages 84-88.