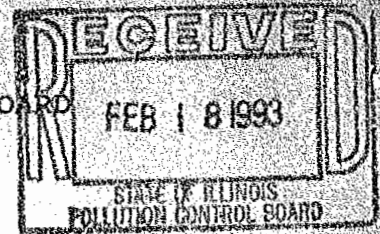


BEFORE THE ILLINOIS POLLUTION CONTROL BOARD



PEOPLE OF THE STATE OF ILLINOIS)
 and THE COUNTY OF GRUNDY,)
 ILLINOIS ex rel.)
 GRUNDY COUNTY STATE'S ATTORNEY)
 DAVID W. NEAL,)
 Petitioner,)
 v.)
 ENVIRONTECH, INC., and Illinois)
 Corporation, and CITY OF MORRIS,)
 ILLINOIS,)
 Co-Respondents)

No. PCB 92 207

STIPULATION

The parties to this cause hereby stipulate that they entered into a settlement agreement marked "Exhibit A", attached hereto and incorporated herein by reference. Said settlement agreement contains an Intergovernmental Agreement between the City of Morris and the County of Grundy and an Agreement between Environtech, Inc. and the County of Grundy.

Said settlement agreement addresses the concerns of State's Attorney David W. Neal and the County of Grundy as set forth in their objection to the approval of Environtech, Inc.'s siting request filed during the siting process.

The parties hereby stipulate that the request by Environtech, Inc., for location approval for regional pollution facility is consistent with the Grundy County Solid Waste Management Plan based upon the evidence set forth during the siting process and the information included in the settlement agreement and the

JQB

information included in the host agreement between Environtech, Inc. and the City of Morris.

The parties hereby stipulate that all matters in dispute set forth in Petitioner's appeal are hereby compromised and resolved. The parties further stipulate that this cause should be dismissed.

COUNTY OF GRUNDY

BY:

David W. Neal
DAVID W. NEAL
GRUNDY COUNTY STATE'S ATTORNEY

DATE:

2/16/93

CITY OF MORRIS

BY:

Frank Black
FRANK BLACK
ATTORNEY FOR THE CITY OF MORRIS

DATE:

2-11-93

ENVIRONTECH, INC.

BY:

J. W. Condon
JOHN CONDON
ATTORNEY FOR ENVIRONTECH, INC.

DATE:

2/16/93

Exhibit A

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS)	
and THE COUNTY OF GRUNDY,)	
ILLINOIS ex rel. GRUNDY COUNTY)	
STATE'S ATTORNEY DAVID W. NEAL,)	
Petitioner,)	
)	PCB 92 207
v.)	
)	
ENVIRONTECH, INC., an Illinois)	
Corporation and CITY OF MORRIS,)	
ILLINOIS,)	
Co-Respondents)	

SETTLEMENT AGREEMENT

This Agreement, dated this 9 day of February, 1993, is between the City of Morris, an Illinois Municipal Corporation, and the County of Grundy, an Illinois County.

WHEREAS, the City of Morris has approved a request by Environtech, Inc. for location approval of a regional pollution control facility; and

WHEREAS, Grundy County State's Attorney David W. Neal has filed an appeal of said approval in this cause; and

WHEREAS, the Pollution Control Board has denied Motions by both respondents to dismiss this cause and has found that State's Attorney Neal has standing and this cause is not frivolous; and

WHEREAS, this cause is set for hearing on petitioner's appeal on February 9, 1993, at 10:00 a.m.; and



WHEREAS, it is in the mutual interest of the parties in this cause to resolve all issues in dispute by agreement; and

WHEREAS, the County of Grundy and City of Morris have executed an Intergovernmental Agreement marked as "Exhibit A" attached hereto and incorporated herein by reference; and

WHEREAS, the County of Grundy and Environtech, Inc., have executed an Agreement marked "Exhibit B" attached hereto and incorporated herein by reference; and

WHEREAS, these agreements address the issues set forth in State's Attorney Neal's objection to Environtech, Inc.'s request for location approval filed as public comment during the siting process.

NOW, THEREFORE, in consideration of the foregoing, and of their mutual covenants and agreements set forth herein, the parties agree as follows:

1. State's Attorney Neal moves for the dismissal of this appeal with prejudice.
2. "Exhibit A", an Intergovernmental Agreement between the City of Morris and the County of Grundy, and "Exhibit B", an Agreement between the County of Grundy and Environtech, Inc., are hereby attached to this Settlement Agreement and incorporated herein by reference.
3. Environtech, Inc. shall pay to the County Grundy the sum



of \$7,000.00, as a contribution to the County of Grundy's attorney fees in this cause.

GRUNDY COUNTY:

BY: Donald C. Kaufman DATE: 2/9/93
DONALD KAUFMAN
CHAIRMAN OF THE GRUNDY COUNTY BOARD

GRUNDY COUNTY STATE'S ATTORNEY

BY: David W. Neal DATE: 2/9/93
DAVID W. NEAL
STATE'S ATTORNEY

CITY OF MORRIS:

BY: James R. Washburn DATE: 2/9/93
JAMES R. WASHBURN
MAYOR

ENVIRONTECH, INC.

BY: [Signature] DATE: 2-9-93
Its PRESIDENT

Exhibit A

INTERGOVERNMENTAL AGREEMENT

This Agreement, dated this 9 day of February, 1993, is between the City of Morris, an Illinois Municipal Corporation, and the County of Grundy, an Illinois County.

WHEREAS, the County of Grundy has enacted a Solid Waste Management Plan pursuant to Ill. Rev. Stat. 345 5-15010 on November 10, 1993; and

WHEREAS, it is in the mutual interest of the parties to implement the Grundy County Solid Waste Management Plan immediately; and

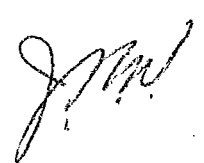
WHEREAS, the City of Morris has enacted a landfill tax pursuant to Ill. Rev. Stat., ch. 111 1/2, para. 1022.15; and

WHEREAS, statutorily permissible uses of the landfill tax are consistent with the proposed implementation of the Grundy County Solid Waste Management Plan; and

WHEREAS, the City of Morris has approved the request by Environtech, Inc. for location approval of a regional pollution control facility; and

WHEREAS, David W. Neal, Grundy County State's Attorney has filed an appeal of the City's approval of Environtech, Inc.'s request; and

WHEREAS, State's Attorney Neal has alleged, in part, that the request for location approval is not consistent with the Grundy County Solid Waste Management Plan; and



WHEREAS, the parties seek to resolve this appeal by agreement and State's Attorney Neal has agreed to dismiss said appeal in case #PCB 92-201;

NOW, THEREFORE, in consideration of the foregoing, and of their mutual covenants and agreements set forth herein, the Parties agree as follows:

1. IMPLEMENTATION OF GRUNDY COUNTY SOLID WASTE MANAGEMENT PLAN

County of Grundy agrees to begin implementation of the Grundy County Solid Waste Management Plan immediately. In order to implement the Grundy County Solid Waste Management Plan it is necessary to set forth an annual budget and the amount of financial contribution by the City of Morris to the County of Grundy.

2. ANNUAL BUDGET

During such time as the City of Morris is making an agreed contribution to the implementation of the Grundy County Solid Waste Plan as set forth, the annual budget for the Grundy County Solid Waste Management Plan shall be prepared by agreement of the City of Morris and the County of Grundy. The budget for the first five years of this agreement has been prepared and approved by the parties. Said budget has been marked as "Exhibit A" and is attached hereto and incorporated herein by reference.

The procedure for resolving subsequent budget disputes is set forth in paragraph 4(A) below and shall control all such disputes.

3. CITY OF MORRIS CONTRIBUTION

A. Contribution Amount

The City of Morris agrees to contribute financially to



the implementation of the Grundy County Solid Waste Management Plan. The City of Morris has enacted a landfill tax pursuant to Ill. Rev. Stat., ch. 111 1/2, para. 1022.15. For a period of five (5) years, subject to the below limitations, the City shall pay to the County of Grundy a sum equal to thirty percent (30%) of the total landfill tax collected by the City of Morris from Environtech, Inc. for waste received by Environtech, Inc. after February 28, 1993.

Payment shall be made from the City of Morris to the County of Grundy on a quarterly basis commencing in April, 1993. The rate of payment (thirty percent of the total landfill tax collected by the City of Morris from Environtech, Inc. for waste received after February 28, 1993) shall remain constant for a period of five years. The amount of the City's financial contribution for the remaining term of this agreement shall be determined as set forth below.

During the entire life of this agreement, the total annual payment by the City of Morris to the County of Grundy during any County fiscal year shall never exceed the total annual agreed upon budget of the Grundy County Solid Waste Management Plan less any state and federal grant or financial assistance and other landfill tax received by the County of Grundy for the purpose of implementation of the Grundy County Solid Waste Management Plan for that same fiscal year.

During the fifth year of this agreement, the City of Morris and the County of Grundy shall commence negotiations to

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determine the amount of financial contribution to be made by the City of Morris to the County of Grundy for the remaining term of this agreement. In determining the amount of said contribution the parties shall consider the following:

- 1) That the City of Morris' contribution shall never exceed 30% of the total landfill tax collected by the City of Morris from Environtech, Inc., and that the City of Morris contribution shall never exceed the annual agreed upon budget less state and federal grants and financial assistance and other landfill tax.
- 2) Any amendments to the Grundy County Solid Waste Management Plan. At such time as the Citizens Advisory Committee makes recommendations to the Grundy County Board regarding amendments to the Grundy County Solid Waste Management Plan, the County of Grundy shall provide the recommendations to the City of Morris for review and comment. The County of Grundy shall consider any comment by the City of Morris when determining whether to implement the recommendations of the Citizens Advisory Committee.
- 3) The nature and scope of the duties of the Solid Waste Coordinator. The County of Grundy shall provide the City of Morris a copy of the job description of the Solid Waste Coordinator upon the completion of drafting said job description.
- 4) Annual agreed budget of the Grundy County Solid Waste Management Plan.
- 5) Available sources of funding the Grundy County Solid Waste Management Plan. The County of Grundy shall exert good faith efforts in applying for grants to assist in funding the Grundy County Solid Waste Management Plan.
- 6) The financial ability of the City of Morris and the County of Grundy to contribute to the plan.
- 7) The need for the City of Morris to expend funds for other Statutory uses of the landfill tax.

If the City of Morris and County of Grundy cannot reach agreement on the City's financial contribution, the contribution dispute resolution set forth in paragraph 4(B) below shall commence

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and control all such disputes.

B. Limitation in Contribution to Annual Budget

At such time that 30% of the Environtech, Inc. landfill tax collected by the City of Morris and contributed to the County of Grundy exceeds the annual agreed budget of the Grundy County Solid Waste Management Plan, less state and federal grants and financial assistance and landfill tax, then the City may cease to make any further contribution for that fiscal year. The County of Grundy shall not have a claim to that portion of the landfill tax collected by the City of Morris which exceeds the annual agreed budget, less state and federal grants and financial assistance and landfill tax, for any fiscal year.

C. Annual Audit

Within thirty days after the conclusion of the annual Grundy County financial audit, the County of Grundy shall provide to the City of Morris proof of the actual expenditures of the Grundy County Solid Waste Management Plan. If actual expenditures are less than the amount contributed by the City of Morris to the County of Grundy, the County shall reimburse the excess contribution back to the City of Morris for deposit into the City's designated landfill tax fund.

4. DISPUTE RESOLUTION

A. Budget Dispute Resolution

The City of Morris and County of Grundy shall attempt to reach an agreed budget prior to the month of June of the fifth year of this agreement, and each successive year. If there has been no



budget agreement by June 1 of that year, the City shall designate a representative and the County shall designate a representative to further negotiate an agreement. Once designated, these two individuals will choose a third representative, by agreement, to mediate the negotiations.

This committee of three individuals shall submit a budget to the Grundy County Board and City finance committees no later than August 1, of that calendar year.

B. Contribution Dispute Resolution

The City of Morris and County of Grundy shall attempt to reach an agreed amount for the City's contribution no later than June of the fifth year of this agreement and for each successive year. If there has been no agreement by June 1 of that year, the City shall designate a representative and the County shall designate a representative to further negotiate an agreement. Once designated, these two individuals shall choose a third representative, by agreement, to mediate the negotiations.

This committee of three individuals shall submit a proposed financial contribution agreement to the Morris City Council and the Grundy County Board no later than August 1 of that calendar year.

In no event can the amount of the City contribution ever exceed the limitations set forth in paragraph 3.

5. MULTI-YEAR AGREEMENTS

Nothing in this agreement shall be deemed to preclude the

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approval by the City and County of a multi-year budget agreement or multi-year financial contribution agreement.

6. LANDFILL TAX

During the life of this agreement, the County of Grundy agrees not to enact a landfill tax or similar tax upon the Environtech, Inc. landfill or any other landfill in the corporate limits of the City of Morris. However, this agreement shall not be construed to limit the right of the County of Grundy to enact such a tax for any landfill operation outside the City limits of Morris which may be proposed following the date of this agreement.

7. DURATION

Unless amended by mutual agreement of the parties, this agreement shall be for a term equal to the remaining life of Environtech, Inc., as set forth in their request for location approval granted by the City of Morris on November 9, 1992.

However, if Illinois EPA denies Environtech, Inc.'s request for a permit for horizontal and vertical expansion as set forth in its request for location approval, and said denial becomes final, then this agreement shall terminate and the County of Grundy shall reimburse to the City of Morris all contributions paid by the City to the County.

8. PARTIES BOUND

This agreement shall apply to and be binding upon the City of Morris and Grundy County and upon their officers, directors, successors, assigns, agents and agencies. The undersigned representative of each party certifies that he or she

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is fully authorized by the party or parties whom he or she represents to enter into the terms and conditions of this agreement and to execute and legally bind that party to it.

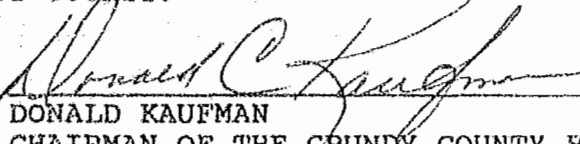
9. DISMISSAL WITH PREJUDICE

State's Attorney Neal shall move to dismiss with prejudice the pending appeal in case #PC3 92 207. If this cause is not dismissed with prejudice, then this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties have caused this Host Agreement to be executed by their duly authorized representatives on that date hereinabove set forth.

GRUNDY COUNTY:

BY:

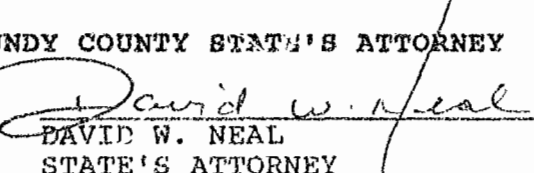

DONALD KAUFMAN
CHAIRMAN OF THE GRUNDY COUNTY BOARD

DATE:

2/9/93

GRUNDY COUNTY STATE'S ATTORNEY

BY:

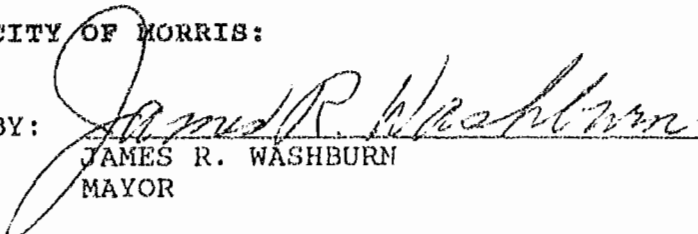

DAVID W. NEAL
STATE'S ATTORNEY

DATE:

2/9/93

CITY OF MORRIS:

BY:


JAMES R. WASHBURN
MAYOR

DATE:

2/9/93

"EXHIBIT A"
5 YEAR COST ESTIMATE
GRUNDY COUNTY SOLID WASTE PLAN

	1993	1994	1995	1996	1997
Coordinator's Salary	35,000	36,750	38,600	40,500	42,550
Coordinator's Fringe Benefits	12,250	12,800	13,500	14,200	14,900
Clerical	15,000	15,750	16,500	17,350	18,250
Clerical Fringe Benefits	5,250	5,500	5,800	6,100	6,400
Implement Record Keeping System	8,000	-----	-----	-----	-----
Mileage & Expenses (20,000 x .25 + \$500.00)	5,500	5,500	5,500	5,500	5,500
Legal Services	10,000	5,000	5,000	5,000	5,000
Public Information (Advertising, publications & education)	30,000	20,000	20,000	20,000	20,000
Local Grants Program	-----	20,000	20,000	20,000	20,000
TOTAL	121,000	121,300	124,900	128,550	132,600

Exhibit A

AGREEMENT

This Agreement is entered into this 9th day of February, 1993, by and between Environtech, Inc. ("Environtech") and the County of Grundy ("Grundy").

RECITALS

WHEREAS, on November 9, 1992, the City of Morris, Illinois ("Morris") approved Environtech's Request for Site Location Approval of New Regional Pollution Control Facilities ("Siting Request") concerning a proposed vertical and lateral expansion of Environtech's existing landfill in the City of Morris ("landfill").

WHEREAS, on November 9, 1992, Environtech and Morris entered into a Host Agreement ("Host Agreement").

WHEREAS, on November 10, 1992, the County adopted a Solid Waste Management Plan ("Plan").

WHEREAS, the County has filed with the Illinois Pollution Control Board a Petition for Hearing to Contest Siting Approval in which the County claims in part that Environtech's Siting Request is inconsistent with the Plan, and the proceedings before the Illinois Pollution Control Board pursuant to the County's Petition have been assigned docket number 92-207 ("PCB Proceedings").

WHEREAS, Environtech denies that its Siting Request is inconsistent with the Plan.

WHEREAS, Environtech and the County desire to settle and compromise the disputes between them, including those related to the PCB Proceedings, and to provide for those assurances by Environtech which are deemed necessary by the

County with regard to the applicability of the Plan to Environtech's operations.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Environtech and the County agree as follows:

1. For twenty (20) years from and after the effective date of the Host Agreement, Environtech agrees to provide disposal capacity at the landfill for all non-hazardous waste generated within Grundy County as is delivered daily to the landfill for disposal, up to a maximum of 2589 cubic yards per day based upon five days per week.

2. Environtech represents and warrants to the County that it reasonably believes that the proposed expansion of the landfill, if permitted in accordance with existing plans, will provide landfill capacity to enable Environtech to accept for disposal at the landfill at least 13,420,000 cubic yards of waste. Environtech agrees to furnish to the County a signed verification from the design engineer for the landfill confirming the representation contained in this paragraph.

3. If at any time it can be shown that there is insufficient disposal capacity in the landfill to accommodate the commitment contained in paragraph 1 of this Agreement and provided that at least 2589 cubic yards of waste per day from Grundy County is delivered to the landfill for disposal, Environtech shall cease accepting waste from any source outside

of Grundy County until such time as it can be shown that there is sufficient disposal capacity in the landfill to both accommodate the commitment contained in paragraph 1 and permit the acceptance of out-of-county waste.

4. Environtech agrees that for a period of twenty (20) years from and after the date of this Agreement, it will restrict the intake of waste at the landfill to the extent necessary to insure that in no calendar quarter shall the total waste disposed of at the facility exceed 460,300 cubic yards.

5. Environtech will deliver to the County on a quarterly basis a statement of the total volume of waste accepted for disposal at the landfill in the immediately preceding calendar quarter and will, on reasonable request and prior notice from the County, permit the County to examine such daily records as record the volume of waste received.

6. Environtech takes the position that the evidence shows that because of the unique location of its Morris landfill and other surrounding land uses, property values of the surrounding properties have not been and will not be adversely affected by the landfill operation and, therefore, no property value guarantee program of the type envisioned by the Plan is required. The County has reviewed the evidence presented during the local siting proceeding. Based upon the representations made by Environtech in this paragraph, upon the findings by Morris, and upon the County's review of the evidence presented during the local siting proceeding, the County determines that the policy concerns underlying the requirement for a property

value guarantee program have been satisfied by Environtech. The County waives the requirement for the submission of a formal property value guarantee program.

7. Environtech takes the position that the evidence shows that there are no domestic water wells within one thousand (1,000) feet of the proposed landfill expansion which are not owned by or under option to and the control of Environtech, and that under those circumstances, no domestic well water protection plan of the type envisioned by the Plan is required. The County has reviewed the evidence presented during the local siting proceeding. Based upon the representations made by Environtech in this paragraph, upon the findings by Morris, and upon the review of the evidence presented during the local siting proceeding, the County determines that the policy concerns underlying the requirement for a domestic well water protection plan have been satisfied by Environtech. The County waives the requirement for submission of a formal domestic well water protection plan.

8. The parties agree that paragraph 7 of the Host Agreement between the City of Morris and Environtech, Inc. satisfies the requirements of the plan for an environmental contingency escrow fund.

9. Promptly following execution of this Agreement, County will file with the Illinois Pollution Control Board such documents as are required to have the Board dismiss with prejudice the PCB proceedings.

10. Promptly following dismissal with prejudice of the PCB proceedings, Environtech will pay to the County \$7,000 in partial reimbursement of attorneys' fees incurred by the County in the PCB Proceedings.

11. In the event that Environtech shall sell or transfer its ownership interest in the landfill to any person or entity, Environtech shall promptly thereafter provide to the County written notice identifying the name and address of the person or entity to whom ownership has been transferred.

12. This agreement shall be binding upon Environtech, its successors and assigns and all subsequent owners of the landfill.

13. This agreement shall constitute a covenant running with the land, and it is enforceable by any and all legal and equitable remedies, including without limitation, specific performance. Environtech, Inc. agrees to execute any additional documents which may be reasonably required by the County to permit the agreement to be recorded in the chain of title.

14. If any provision or subsection of this Agreement or the application thereof to any person or circumstances is determined to be invalid by a court having jurisdiction of the parties and the matter, the remaining provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby.

15. This Agreement shall apply to and be binding upon the County and Environtech and upon their officers,

directors, elected and appointed officials, successors, assigns, agents and agencies.

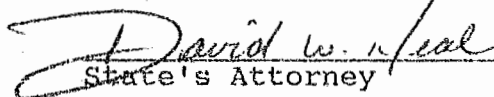
16. The undersigned represent and warrant that they are duly authorized to execute this Agreement and to bind the party on whose behalf they are signing to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date hereinabove set forth.

GRUNDY COUNTY

By: 

Chairman of the County Board


State's Attorney

ENVIRONTECH, INC.

By: 

Its PRESIDENT