

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

POLLUTION CONTROL BOARD
 STATE OF ILLINOIS

A.R.F. LANDFILL CORP.)
)
) Petitioner)
 - v -) No. PCB 89-101)
)
 ILLINOIS ENVIRONMENTAL PROTECTION)
 AGENCY)
)
) Respondent)

PETITION FOR REVIEW OF PARTIAL DENIAL OF
 EXEMPTION FROM SOLID WASTE MANAGEMENT FEE

Now comes Petitioner, A.R.F. Landfill Corp. ("ARF"), by its attorneys, Thomas H. Donohoe, Charles E. McClellan and Martin, Craig, Chester & Sonnenschein, and petitions the Illinois Pollution Control Board for review of the partial denial of applications for exemption from the solid waste management fee imposed by Section 22.15 pursuant to Section 22.16 of the Environmental Protection Act as amended by P.L. 85-1195, effective August 23, 1988, (the "Act"). Ill. Rev. Stat. Ch. 111 1/2, Para. 1022.15 and 1022.16 (1988).

...

1. Between December 15, 1988 and December 30, 1988 ARF entered into nine separate contracts with nine distinct customers providing for fixed fees for permanent waste disposal at ARF's facility in Lake County, Illinois for the

period beginning on December 31, 1988 and continuing through December 31, 1989, copies of which are attached hereto as Petitioner's Group Exhibit 1.

2. For each of said contracts, ARF filed separate contract exemption applications, dated December 31, 1988, for exemption from the solid waste management fee pursuant to Sec. 22.16 of the Environmental Protection Act. Copies of these applications are attached hereto as Petitioner's Group Exhibit 2.

3. The Agency granted absolute exemptions in each case in letters dated April 21, 1989 (for eight of the applications) and April 26, 1989 (for one application). Copies of these letters are attached hereto as Petitioner's Group Exhibit 3.

4. On or about May 11, 1989, ARF received an undated letter signed by Wendy L. Stralow, Manager Waste Accounting & Fees Unit, Solid Waste Management Section, Division of Land Pollution Control, a copy of which is attached hereto as Petitioner's Exhibit 4, which informed ARF that only a partial, not a complete, fee exemption was being granted.

5. Section 22.16 of the Act provides, in part, as follows:

(a) The Agency shall grant exemptions from the fee requirements of Section 22.15-of this Act for permanent disposal or transport of solid waste meeting all of the following criteria:

(1) permanent disposal of the solid waste is pursuant to a written contract between the owner or operator of the sanitary landfill and some other person, or transport of the solid waste is pursuant to a written contract between the transporter and some other person;

(2) the contract for permanent disposal or transport of solid waste was lawfully executed on or before December 31, 1986, and by its express terms continues beyond January 1, 1987, or was lawfully executed during 1987 or 1988 and by its express terms continues beyond January 1, 1989;

(3) the contract for permanent disposal or transport of solid waste establishes a fixed fee or compensation, does not allow the operator or transporter to pass the fee through to another party, and does not allow voluntary cancellation or re-negotiation of the compensation or fee during the term of the contract; and

(4) the contract was lawfully executed on or before December 31, 1986 and has not been amended at any time after that date, or was lawfully executed during 1987 or 1988 and has not been amended on or after January 1, 1989.

6. The permanent disposal in question here, in each case, is pursuant to a written contract between the owner, ARF, and some other person, thus satisfying the requirement of subparagraph (1) of Section 22.16 (a).

7. Each contract in question here was lawfully executed in December of 1988 and by its express terms continues through all of 1989, thus satisfying the requirement of subparagraph (2) of Section 22.16 (a).

8. Each contract in question here establishes a fixed fee and does not allow ARF to pass the fee through to its customer or any other party, thus satisfying the requirement of subparagraph (3) of Section 22.16 (a).

9. Each contract in question was executed during 1988 and has not since been amended, thus satisfying the requirement of subparagraph (4) of Section 22.16 (a).

10. If all four subparagraphs of Section 22.16 (a) are satisfied, as they are in this case, Section 22.16 (a) of the Act requires the Agency to grant full, not partial, exemption from the fees imposed by the Act.

WHEREFORE, ARF prays for the entry of an order requiring the Agency to grant full and complete exemption from the

fee requirements of Section 22.15 of the Act for fees collected by ARF for solid waste disposal pursuant to the contracts here in question.

A.R.F. LANDFILL CORP.

By: Thomas H. Donohoe
Thomas H. Donohoe

Charles E. McClellan
Thomas H. Donohoe
Martin, Craig, Chester & Sonnenschein
55 West Monroe Street-Suite 1200
Chicago, Illinois 60603
(312) 368-9700
Attorney No. 90515

A.R.F. Landfill Corp.

P.O. Box 342 • Rt. 83 • Graylake, IL 60030 • 312-223-2722

Rec'd
S...
S...
12-29

December 15, 1988

Strike Disposal
20060 Indian Creek
Mundelein, IL 60060

Re: Waste Disposal Fee

Dear Strike Disposal:

Pursuant to this letter, A.R.F. Landfill Corporation ("A.R.F.") and Strike Disposal, enter into an agreement to set a fixed fee for permanent waste disposal at A.R.F. This agreement commences on December 31, 1988 and continues in effect through December 31, 1989.

The set fee for disposal at A.R.F. will be as follows:

Compacted.....	\$8.60
Loose.....	\$8.15
VOLUME RATES	
2,500 yds/mch	
Compacted.....	\$8.55
Loose.....	\$8.10
5,000 yds/mch	
Compacted.....	\$8.50
Loose.....	\$8.05

A discount of $\frac{1}{2}$ cents per yard will be allowed only if payment is received by the 10th of the month billed.

This fee will continue for the period of this contract and cannot be voluntarily cancelled, renegotiated, or passed on to another party. However, this agreement will not affect any of the usual business dealings between A.R.F. and Strike Disposal, other than the waste disposal fee stated above.

Dated: December 15, 1988

Shirley Johnson
A.R.F. LANDFILL CORPORATION

Dated: 12-19-88

John W. [Signature]
STRIKE DISPOSAL

Paul [Signature]
Mundelein, IL
12-29

PET. + SUEK
A.R.F.
EXHIBIT
-p 2 of 29

A.R.F. Landfill Corp.

P.O. Box 342 • Rt. 83 • Grayslake, IL 60030 • 312-223-2722

December 15, 1988

Weidner Disposal
26777 W. Hwy 176
Mauconda, IL 60084

Re: Waste Disposal Fee

Dear Weidner Disposal:

Pursuant to this letter, A.R.F. Landfill Corporation ("A.R.F.") and Weidner Disposal, enter into an agreement to set a fixed fee for permanent waste disposal at A.R.F. This agreement commences on December 31, 1988 and continues in effect through December 31, 1989.

The set fee for disposal at A.R.F. will be as follows:

Compacted.....	\$8.60
Loose.....	\$8.15
VOLUME RATES	
2,500 yds/mth	
Compacted.....	\$8.55
Loose.....	\$8.15
5,000 yds/mth	
Compacted.....	\$8.50
Loose.....	\$8.05

A discount of 5 cents per yard will be allowed only if payment is received by the 10th of the month billed.

This fee will continue for the period of this contract and cannot be voluntarily cancelled, renegotiated, or passed on to another party. However, this agreement will not affect any of the usual business dealings between A.R.F. and Weidner Disposal, other than the waste disposal fee stated above.

Dated: December 15, 1988

Ashley Josephson
A.R.F. LANDFILL CORPORATION

Dated: 12/30/83

Michael A. Weidner
WEIDNER DISPOSAL

PET. IDER
A.R.F.
EXHIBIT
-p 2 of 29

A.R.F. Landfill Corp.

P.O. Bo 342 • Rt. 89 • Grayslake, IL 60030 • 312-223-2722

December 15, 1988

Weidner Disposal
26777 W. Hwy 176
Mauconda, IL 60084

Re: Waste Disposal Fee

Dear Weidner Disposal:

Pursuant to this letter, A.R.F. Landfill Corporation ("A.R.F.") and Weidner Disposal, enter into an agreement to set a fixed fee for permanent waste disposal at A.R.F. This agreement commences on December 31, 1988 and continues in effect through December 31, 1989.

The set fee for disposal at A.R.F. will be as follows:

Compacted.....	\$8.60
Loose.....	\$8.15
VOLUME RATES	
2,500 yds/mth	
Compacted.....	\$8.55
Loose.....	\$8.10
5,000 yds/mth	
Compacted.....	\$8.50
Loose.....	\$8.05

A discount of 5 cents per yard will be allowed only if payment is received by the 10th of the month billed.

This fee will continue for the period of this contract and cannot be voluntarily cancelled, renegotiated, or passed on to another party. However, this agreement will not affect any of the usual business dealings between A.R.F. and Weidner Disposal, other than the waste disposal fee stated above.

Dated: December 15, 1988

Ashley Josephson
A.R.F. LANDFILL CORPORATION

Dated: 12/30/88

Michael A. Weidner
WEIDNER DISPOSAL



DEPARTMENT OF THE NAVY
OFFICER IN CHARGE OF
NAVAL FACILITIES ENGINEERING COMMAND CONTRACTS
GREAT LAKES RESIDENT OFFICE
BUILDING 1A
GREAT LAKES, ILLINOIS 60030

4330
Ser 931
DEC 28 1988

PATRICIA'S
Group
Exhibit 1
P 3 of 29

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

A.R.F. Landfill Corporation
P. O. Box 342
Grayslake, Illinois 60030

INVITATION FOR BID NO. N624/2-88-B-7808; LANDFILL DISPOSAL SITE
FOR NAVAL TRAINING CENTER, GREAT LAKES, ILLINOIS

Gentlemen:

Bids were opened for the subject Invitation for Bid at 2:00 PM on December 23, 1988. As shown on the enclosed Abstract of Offers, you are the apparent low bidder. You are requested to review your bid worksheets for possible errors or omissions. Please check your proposal to ensure all components of the work have been considered, specifically the number of manhours required to fulfill the requirements of Section C, taking into consideration the wages and fringe benefits required to be paid by the minimum wage rates.

If you are certain of the accuracy of your bid, confirm it in writing and submit the following information:

- a. Identification of your firm's personnel and management to be used on this contract.
- b. Your firm's technical and management plans for performing the required services.
- c. Quality control program.
- d. Description of your firm's facilities and equipment.
- e. Summary of your firm's experience in performing work of the type required by this specification.
- f. Current financial statement and data, and a bank reference.
- g. Worksheets.
- h. Current and prior contracts for similar work and the names and addresses of individuals with the organization issuing the contract who may be contacted for information concerning your firm's performance.

Revisions
Group
Exhibit
p. 1 of 29

In the event that an error is discovered and you wish to request withdrawal of your bid, a detailed written statement should be forwarded indicating the nature and cause of the error(s) claimed, together with your original worksheets clearly marked in red indicating the error(s).

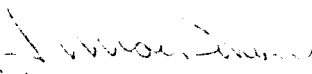
Such information must be evaluated before permission may be granted to allow you to withdraw your bid. You must also state in your request that, in the event that you are permitted to withdraw, you will not participate in the work through subcontract. This restriction does not prevent you from submitting a bid on the same project if the current bids are all rejected and the project readvertised.

You must provide written confirmation of your bid. You should also state that you waive any and all claims of a bid mistake after the award of the contract.

It is important that your response to this letter be received within 5 days of your receipt. Your response should be sent to the address given above, attention I. MacDonald, Code 931.

If you have any questions, please contact I. MacDonald at (312) 688-2601.

Sincerely,


SARI L. BRINDEL
Director
Contracts Department

Enclosure
(1) Abstract of Offers

...

POSTION 215
 5 RECORDS 163
 PG 38 29

REPRODUCED AT GOVERNMENT EXPENSE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT CODE	PAGE OF PAGES 1 1
AMENDMENT/MODIFICATION NO. 0001	EFFECTIVE DATE 30 NOV 1988	4. REQUISITION/PURCHASE REQ. NO. -	5. PROJECT NO. (if applicable)	
ISSUED BY Officer in Charge, NAVFAC Contracts Building 1A, Navy Public Works Center Great Lakes, Illinois 60088-5600		7. ADMINISTERED BY (if other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and ZIP Code) A.R.F. LANDFILL CORPORATION P.O. BOX 342 GRAYSLAKE, ILLINOIS 60030			9A. AMENDMENT OF SOLICITATION NO. N62472-60-b-7603	9B. DATED (SEE ITEM 11) 23 November 1988
9. CODE			10A. MODIFICATION OF CONTRACT/ORDER NO.	
FACILITY CODE			10B. DATED (SEE ITEM 11)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 10, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO _____ (specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation title, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(D).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
- D. OTHER (specify type of modification and authority)

IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (organized by DCF section headings, including solicitation/contract subject matter where feasible)

- LANDFILL DISPOSAL SITE FOR NTC, GREAT LAKES, ILLINOIS
1. Bid opening remains 23 December 1988.
 2. Section B, delete pages B2, B3, and B5 in their entirety and insert attached revised pages B2, B3, and B5.
 3. Section J, insert attached section, Attachment J.E1 Performance Requirements Summary.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

12A. NAME AND TITLE OF SIGNER (Type or print) ROBERT F. SMITH - PRESIDENT	12B. DATE SIGNED 12/20/88	10A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SARI L BRINDEL Supervisory Contract Specialist Contracting Office AMERICA	10C. DATE SIGNED DEC. 02 1988
13B. CONTRACTOR OFFICER <i>[Signature]</i> (Signature of person authorized to sign)		13C. DATE SIGNED BY <i>[Signature]</i> (Signature of Contracting Officer)	

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FPMR (41 CFR) 101-11.6	CONTINUATION SHEET	REF. NO. OF DOC. BEING CONT'D. N62472-88-B-7808	PAGE B2	OF 5
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NAME OF OFFICER ON CONTRACTOR
A. R. F. LANDFILL CORPORATION

ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>CONTRACT LINE ITEMS</u>					
0001	<u>FIRM FIXED PRICE WORK:</u> Price for labor and material to perform all work in the Base Period as specified in Section C. Base Period 1 March 1989 through 30 September 1989.				
<u>SCHEDULE OF FIRM FIXED PRICE WORK:</u>					
0001AA	Provide Landfill site for disposal of compacted solid waste (30,672 CY) (Section C, Clause C.5, Attachment J.C1)	7	FD	\$28,755.00	\$201,285.
0001AB	Provide Landfill site for disposal of loose solid wastes (14,336 CY) (Section C, Clause C.5, Attachment J.C1)	7	FD	\$12,633.00	\$88,431.
	Total Bid Price for Contract Line Item 0001 (0001AA + 0001AB)			\$ —	\$289,716.
LEGEND: CY = CUBIC YARDS FD = FORTNIGHTS					
AMENDMENT 0001					

Page 1 of 2
 Group Exhibit 1
 P 8 of 29

Exception to SF 30
 Approved by NARS 9/76

REPRODUCED AT GOVERNMENT EXPENSE

STANDARD FORM 30, JULY 1966 CENTRAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 101-11.6	CONTINUATION SHEET	REF. NO. OF DOC. BEING CONT'D N62472-88-B-7808	PAGE 13	OF 5
NAME OF OFFEROR OR CONTRACTOR A. R. F. LANDFILL CORPORATION				

ITEM NO.	SUPPLIES / SERVICES	MAXIMUM QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<u>INDEFINITE QUANTITY WORK:</u> Price for labor and material in the Base Period to perform all unit priced tasks listed below and as specified in Section C. <u>The quantities listed below are realistic estimates provided solely for the purpose of bid evaluation and are not purchased hereby.</u> Base Period 1 March 1989 through 30 September 1989. <u>SCHEDULE OF INDEFINITE QUANTITY WORK:</u>				
0002AA	Provide Landfill site for disposal of special waste (Section C, Clause C.6, Attachment J.C1)	272	CY	\$ 15.00	\$ 4080.00
0002AB	Provide Landfill site for disposal of asbestos waste (Section C, Clause C.7, Attachment J.C1)	336	CY	\$ 13.00	\$ 4368.00
	Total Bid Price for Contract Line Item 0002 (0002AA + 0002AB)			\$ —	\$10,128.00
	...				

LEGEND: CY = CUBIC YARDS

AMENDMENT 0001

8800 1800

Petitioners
Group Exhibit 1
P 9 of 29

Approved by NAKS 9/76

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-10.101	CONTINUATION SHEET	REF. NO. OF DOC. BEING CONT'D N62472-88-B-7808		PAGE 84	OF 5
NAME OF OFFEROR ON CONTRACT A. R. F. LANDFILL CORPORATION					
ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<u>FIRM FIXED PRICE WORK:</u> Price for labor and material to perform all work in the First Option Period as specified in Section C. First Option Period 1 October 1989 through 30 September 1990 <u>SCHEDULE OF FIRM FIXED PRICE WORK:</u>				
0003AA	Provide Landfill site for disposal of compacted solid waste (46,000 CY) (Section C, Clause C.5, Attachment J.C1)	12	MO	\$ 31,055.00	\$ 372,660
0003AB	Provide Landfill site for disposal of loose solid wastes (21,500 CY) (Section C, Clause C.5, Attachment J.C1)	12	MO	\$ 13,703.00	\$ 164,436
Total Bid Price for Contract Line Item 0003 (0003AA + 0003AB)				\$ -	\$ 537,156
LEGEND: CY = CUBIC YARDS MO = MONTHS					

STANDARD FORM 36, JULY 1969 GENERAL SERVICES ADMINISTRATION FD-501 (REV. 11-15-1961)	CONTINUATION SHEET	BLK. NO. OF DOC. BEING CONT'D. N62472-88-B-7808	PAGE 85	OF 5
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NAME OF OFFEROR OR CONTRACTOR
A.R.F. LANDFILL CORPORATION

ITEM NO.	SUPPLIES / SERVICES	MAXIMUM QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>INDEFINITE QUANTITY WORK:</u></p> <p>Price for labor and material in the First Option Period to perform all unit priced tasks listed below and as specified in Section C. <u>The quantities listed below are realistic estimates provided solely for the purpose of bid evaluation and are not purchased hereby.</u></p> <p>First Option Period 1 October 1989 through 30 September 1990</p> <p><u>SCHEDULE OF INDEFINITE QUANTITY WORK:</u></p>				
0004AA	Provide Landfill site for disposal of special waste (Section C, Clause C.6, Attachment J.C1)	400	CY	\$ 18.00	\$ 7,200.
0004AB	Provide Landfill site for disposal of asbestos waste (Section C, Clause C.7, Attachment J.C1)	500	CY	\$ 21.00	\$ 10,500.
	Total Bid Price for Contract Line Item 0004 (0004AA + 0004AB)			\$ —	\$ 17,700.
	Total Bid Price for Contract Line Items 0001, 0002, 0003 and 0004				\$ 854,700
	AMENDMENT 0001				
	LEGEND: CY = CUBIC YARDS				

Petition of
Grub Exhibit 1
P 11 OF 29

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. 0001	2. EFFECTIVE DATE 30 Nov 1988	3. CONTRACT ID CODE	PAGE OF PAGES 1 1
4. ISSUED BY Officer in Charge, NAVFAC Contracts Building 1A, Navy Public Works Center Great Lakes, Illinois 60088-5600	5. CODE [REDACTED]	6. REQUISITION/PURCHASE REQ. NO.	7. PROJECT NO. (if applicable)
		8. ADMINISTERED BY (if other than item 4)	9. CODE

10. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and ZIP Code) A.R.F. LANDFILL CORPORATION P.O. BOX 342 CRAYSLAKE, ILLINOIS 60030	11. (U) 9A. AMENDMENT OF SOLICITATION NO. N62472-88-B-7808
	12. DATED (SEE ITEM 11) 23 November 1988
	13A. MODIFICATION OF CONTRACT/ORDER NO.
	13B. DATED (SEE ITEM 13)
14. CODE	15. FACILITY CODE

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. YYYYYYYYYY is not extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

13 THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO _____ (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (specify type of modification and authority)

IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

1. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible)

LANDFILL DISPOSAL SITE FOR NTC, GREAT LAKES, ILLINOIS

- Bid opening remains 23 December 1988.
- Section B, delete pages B2, B3, and B5 in their entirety and insert attached revised pages B2, B3, and B5.
- Section J, insert attached section, Attachment J.E1 Performance Requirements Summary.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN ITEM 9A OR 10A, AS HERETOFORE CHANGED, REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.

15A. NAME AND TITLE OF SIGNER (Type or print) ROBERT F. SMITH - PRESIDENT	15B. DATE SIGNED 12/20/88	15C. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SARI L BRINDEL Supervisory Contract Specialist Contracting Office AMERICA	15D. DATE SIGNED DEC. 02 1988
15E. CONTRACTING OFFICER <i>[Signature]</i> (Signature of person authorized to sign)		15F. CONTRACTING OFFICER <i>[Signature]</i> (Signature of Contracting Officer)	

0000 1883

Petitioner's
Group Exhibit 1
p 12 of 29

Exception to SF 36
Approved by NARS 9/73

REPRODUCED AT GOVERNMENT EXPENSE

STANDARD FORM 36, JULY 1966
GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION REGULATION

CONTINUATION SHEET

HLF. NO. OF DOC. BEING CONT'D.
N62472-88-B-7808

PAGE OF
B2 5

NAME OF OFFEROR OR CONTRACTOR
A.R.F. LANDFILL CORPORATION

ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>CONTRACT LINE ITEMS</u>					
0001	<u>FIRM FIXED PRICE WORK:</u> Price for labor and material to perform all work in the Base Period as specified in Section C. Base Period 1 March 1989 through 30 September 1989.				
<u>SCHEDULE OF FIRM FIXED PRICE WORK:</u>					
0001AA	Provide Landfill site for disposal of compacted solid waste (30,672 CY) (Section C, Clause C.5, Attachment J.C1)	7	MD	\$28,755.00	\$201,285
0001AB	Provide Landfill site for disposal of loose solid wastes (14,336 CY) (Section C, Clause C.5, Attachment J.C1)	7	MD	\$12,633.00	\$88,431
Total Bid Price for Contract Line Item 0001 (0001AA + 0001AB)				\$ -	\$289,716
LEGEND: CY = CUBIC YARDS MD = MORMINS					
AMENDMENT 0001					

Petitioner's
Group Exhibit 1
p 13 of 29

Exception to SF 30
Approved by NARS 9/76

REPRODUCED AT GOVERNMENT EXPENSE

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION REG. FORM NO. 151 (FORM 1-10-101)	CONTINUATION SHEET	REF. NO. OF DOC BEING CONT'D. N62472-88-B-7808	PAGE B3	OF 1
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NAME OF OFFEROR OR CONTRACTOR
A.R.F. LANDFILL CORPORATION

ITEM NO.	SUPPLIES / SERVICES	MAXIMUM QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>INDEFINITE QUANTITY WORK:</u></p> <p>Price for labor and material in the Base Period to perform all unit priced tasks listed below and as specified in Section C. <u>The quantities listed below are realistic estimates provided solely for the purpose of bid evaluation and are not purchased hereby.</u></p> <p>Base Period 1 March 1989 through 30 September 1989.</p> <p><u>SCHEDULE OF INDEFINITE QUANTITY WORK:</u></p>				
0002AA	Provide Landfill site for disposal of special waste (Section C, Clause C.6, Attachment J.C1)	272	CY	\$ 15.00	\$ 4,080
0002AB	Provide Landfill site for disposal of asbestos waste (Section C, Clause C.7, Attachment J.C1)	336	CY	\$ 18.00	\$ 6,048
	<p>Total Bid Price for Contract Line Item 0002 (0002AA + 0002AB)</p> <p>...</p>			\$ —	\$ 10,128
<p>LEGEND: CY = CUBIC YARDS</p>					
<p>AMENDMENT 0001</p>					

petitioner's
Group Exhibit 1
Page 27

Exception to SF 36
Approved by NARS 9/76

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION F.D. PROC. REG. (41 CFR) 1-10.101	CONTINUATION SHEET	REF. NO. OF DOC. BEING CONT'D N62472-88-B-7808	PAGE 84 OF 84
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NAME OF OFFEROR OR CONTRACTOR
 A.R.F. LANDFILL CORPORATION

ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<u>FIRM FIXED PRICE WORK:</u> Price for labor and material to perform all work in the First Option Period as specified in Section C. First Option Period 1 October 1989 through 30 September 1990 <u>SCHEDULE OF FIRM FIXED PRICE WORK:</u>				
0003AA	Provide Landfill site for disposal of compacted solid waste (46,000 CY) (Section C, Clause C.5, Attachment J.C1)	12	MO	\$31,055.00	\$372,660
0003AB	Provide Landfill site for disposal of loose solid wastes (21,500 CY) (Section C, Clause C.5, Attachment J.C1)	12	MO	\$13,708.00	\$164,496
	Total Bid Price for Contract Line Item 0003 (0003AA + 0003AB)			\$ —	\$537,156
	LEGEND: CY = CUBIC YARDS MO = MONTHS				

STANDARD FORM 33, JULY 1968
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 101-11.6

CONTINUATION SHEET

REF. NO. OF DOC. BEING COVERED

N62472-88-B-7808

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OF 5

NAME OF OFFEROR OR CONTRACTOR

A. R. P. LANDFILL CORPORATION

ITEM NO.	SUPPLIES / SERVICES	MAXIMUM QUANTITY	Unit	Unit Price	Amount
0004	<p><u>INDEFINITE QUANTITY WORK:</u></p> <p>Price for Labor and material in the First Option Period to perform all unit priced tasks listed below and as specified in Section C. <u>The quantities listed below are realistic estimates provided solely for the purpose of bid evaluation and are not purchased hereby.</u></p> <p>First Option Period 1 October 1989 through 30 September 1990</p> <p><u>SCHEDULE OF INDEFINITE QUANTITY WORK:</u></p>				
0004AA	Provide Landfill site for disposal of special waste (Section C, Clause C.6, Attachment J.C1)	400	CY	\$ 18.00	\$ 7,200.00
0004AB	Provide Landfill site for disposal of asbestos waste (Section C, Clause C.7, Attachment J.C1)	500	CY	\$ 21.00	\$10,500.00
	Total Bid Price for Contract Line Item 0004 (0004AA + 0004AB)			\$ —	\$17,700.00
	Total Bid Price for Contract Line Items 0001, 0002, 0003 and 0004				\$854,700.00
	AMENDMENT 0001				
	LEGEND: CY = CUBIC YARDS				

By 17-574's
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SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

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...

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K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 57.203-2) (APR 1985)

a. The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (a) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization.];

(b) As an authorized agent, does certify that the principals named in subdivision (b)(2)(1) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(c) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

c. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The Offeror represents that, except for full-time, bona-fide employees working solely for the offeror, the offeror-

(1) () has, (X) has not employed or retained any person or company to solicit or obtain this contract; and

(2) () has, (X) has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

K.3 TYPE OF BUSINESS ORGANIZATION-SEALED BIDDING (FAR 52.214-2) (JUL 1967)

The bidder, by checking the applicable box, represents that -

a. It operates as (X) a corporation incorporated under the laws of the State of ILLINOIS; () an individual; () a partnership; () a nonprofit organization; or () a joint venture; or

b. If the bidder is a foreign entity, it operates as () an individual; () a partnership; () a nonprofit organization; () a joint venture; or () a corporation, registered for business in _____ (country).

K.4 PARENT COMPANY AND IDENTIFYING DATA (FAR 52.214-8) (APR 1984)

a. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

b. The bidder (X) is, () is not (check applicable box) owned or controlled by a parent company.

c. If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address of Parent Company (include Zip Code)	Parent Company's Employer's Identification Number
SEA SPRITE INDUSTRIES, INC. HWY. 24 EAST BOX 80 CRESCENT CITY, ILLINOIS 60928	36-3446221

d. If the bidder checked "is not" in paragraph (b) above, it shall insert its own employer's Identification Number on the following line _____.

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K.5 MINIMUM BID ACCEPTANCE PERIOD (FAR 52.214-16) (APR 1984)

- a. "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- b. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- c. The Government requires a minimum acceptance period of sixty (60) calendar days.
- d. In the space provided immediately below, bidders may specify a longer acceptance period that the Government's minimum requirement. The bidder allows the following acceptance period: _____ calendar days
- e. A bid allowing less than the Government's minimum acceptance will be rejected.
- f. The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

K.6 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1) (MAY 1986)

The offeror represents and certifies as part of its offer that it () is, (X) is not a small business concern and that (X) all, () not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

K.7 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FAR 52.219-2) (APR 1984)

a. Representation. The offeror represents that it () is, (X) is not a small disadvantaged business concern.

b. Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, The U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

P. Higgins
Group Exhibit 1
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"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

c. Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

K.8 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (FAR 52.219-3) (APR 1984)

a. Representation. The offeror represents that it () is, (X) is not a women-owned small business concern.

b. Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. Citizens and who also control and operate the business.

K.9 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)

a. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

b. By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

c. The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity Clause;
- (2) Retain the certifications in the file; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF
REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is proscribed in 18 U.S.C. 1001.

K.10. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that —

- a. It () has, (X) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- b. It (X) has, () has not, filed all required compliance reports; and
- c. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (X) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that —

- a. Any facility to be used in the performance of this proposed contract is (), is not (X) listed on the Environmental Protection Agency List of Violating Facilities;

Petitioner's
Group Exhibits
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b. The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

c. The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.13 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION
(DFAR 52.219-7005) (FEB 1988)

a. Definition. "Small disadvantaged business concern", as used in this provision, means a small business concern, including mass media, owned and controlled by individuals who are both socially and economically disadvantaged, as defined in regulations prescribed by the U.S. Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. (13 CFR Part 124 generally provides that a small disadvantaged business concern is a small business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent of the voting stock of which is owned by one or more socially and economically disadvantaged individuals, and (2) whose management and daily business operations are controlled by one or more such individuals.) (See 13 CFR 124.101 through 124.110.)

b. Representation. The Offeror represents that its qualifying ownership falls within at least one of the following categories, as defined in 13 CFR 124 (check the applicable categories):

- _____ Subcontinent Asian (Asian-Indian) American (US Citizen)
- _____ Asian-Pacific American (US Citizen)
- _____ Black American (US Citizen)
- _____ Hispanic American (US Citizen)
- _____ Native American
- _____ Individual/concern certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act (15 U.S.C. 637(a))
- _____ Other minority found to be socially disadvantaged by the Small Business Administration (U.S. Citizen)

c. Certification. The Offeror, represents and certifies, as part of its offer, that it is (___), is not (X) a small disadvantaged business concern.

d. Notification. The Offeror agrees to notify the Contracting Officer before award of any change in its status as a small disadvantaged business concern occurring between the submission of its offer and contract award.

e. Penalty. The Offeror represents and certifies that the above information is true and understands that whoever for the purpose of securing a contract or subcontract under subsection (a) of Section 1207 of Public Law 99-661 misrepresents the status of any concern or person as a small business concern owned and controlled by a minority (as described in subsection (a)) shall be punished by a fine of not less than \$10,000 or by imprisonment for not more than a year, or both.

K.14 CERTIFICATION OF DEBARMENT/SUSPENSION STATUS

a. The Offeror certifies with its submission of this offer that it () is, (X) not (check one) suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from another DOD Agency.

b. The Offeror shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from another DOD Agency, prior to award of this contract.

K.15 REPRESENTATION REGARDING EMPLOYMENT OF NAVAL PERSONNEL

The Contractor represents that he does (), does not (X), now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. (Include the names of such persons and the naval activity which employees them.)

Petitioner:
Group Exempt,
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A.R.F. Landfill Corp.
P.O. Box 342 • Rt. 83 • Grayslake, IL 60030 • 312-223-2722

December 15, 1988

Best Scavenger Service Inc.
1912 Lehigh
Glenview, IL 60025

Re: Waste Disposal Fee

Dear Best Scavenger Service Inc.:

Pursuant to this letter, A.R.F. Landfill Corporation ("A.R.F.") and Best Scavenger Service Inc., enter into an agreement to set a fixed fee for permanent waste disposal at A.R.F. This agreement commences on December 31, 1988 and continues in effect through December 31, 1989.

The set fee for disposal at A.R.F. will be as follows:

Compacted.....	\$8.60
Loose.....	\$8.15
VOLUME RATLS	
2,500 yds/mth	
Compacted.....	\$8.55
Loose.....	\$8.10
5,000 yds/mth	
Compacted.....	\$8.50
Loose.....	\$8.05

A discount of 5 cents per yard will be allowed only if payment is received by the 10th of the month billed.

This fee will continue for the period of this contract and cannot be voluntarily cancelled, renegotiated, or passed on to another party. However, this agreement will not affect any of the usual business dealings between A.R.F. and Best Scavenger Service Inc., other than the waste disposal fee stated above.

Dated: December 15, 1988

Shirley Josephson
A.R.F. LANDFILL CORPORATION

Dated: December 15, 1988

[Signature]
BEST SCAVENGER SERVICE INC.

FBI/Chicago's
Group
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A.R.F. Landfill Corp.

P.O. Box 342 • Rt. 88 • Grayslake, IL 60030 • 312-223-2722

December 15, 1988

City of Lake Forest
2203 E. Deerpath
Lake Forest, IL 60045

Re: Waste Disposal Fee

Dear City of Lake Forest:

Pursuant to this letter, A.R.F. Landfill Corporation ("A.R.F.") and the City of Lake Forest, enter into an agreement to set a fixed fee for permanent waste disposal at A.R.F. This agreement commences on December 31, 1988 and continues in effect through December 31, 1989.

The set fee for disposal at A.R.F. will be as follows:

	Compacted.....	\$8.60
	Loose.....	\$8.15
VOLUME RATES		
	2,500 yds/mth	
	Compacted.....	\$8.55
	Loose.....	\$8.10
	5,000* yds/mth	
	Compacted.....	\$8.50
	Loose.....	\$8.05

A discount of 5 cents per yard will be allowed only if payment is received by the 15th of the month billed.

This fee will continue for the period of this contract and cannot be voluntarily cancelled, renegotiated, or passed on to another party. However, this agreement will not affect any of the usual business dealings between A.R.F. and the City of Lake Forest, other than the waste disposal fee stated above.

Dated: December 15, 1988

Michael Joseph
A.R.F. LANDFILL CORPORATION

Dated: December 27, 1988

John F. Hill
CITY OF LAKE FOREST

225-228
Group
123-228

A.R.F. Landfill Corp.
P.O. Box 342 • Rt. 83 • Grayslake, IL 60030 • 312-223-2722

December 15, 1988

Laidlaw Waste Systems
3651 Blackhawk Drive
Rolling Meadows, IL 60008

Re: Waste Disposal Fee

Dear Laidlaw Waste Systems:

Pursuant to this letter, A.R.F. Landfill Corporation ("A.R.F.") and Laidlaw Waste Systems, enter into an agreement to set a fixed fee for permanent waste disposal at A.R.F. This agreement commences on December 31, 1988 and continues in effect through December 31, 1989.

The set fee for disposal at A.R.F. will be as follows:

	Compacted.....	\$8.60
	Loose.....	\$8.15
VOLUME RATES		
2,500 yds/mth		
	Compacted.....	\$8.55
	Loose.....	\$8.10
5,000 yds/mth		
	Compacted.....	\$8.50
	Loose.....	\$8.05

A discount of 5 cents per yard will be allowed only if payment is received by the 10th of the month billed.

This fee will continue for the period of this contract and cannot be voluntarily cancelled, renegotiated, or passed on to another party. However, this agreement will not affect any of the usual business dealings between A.R.F. and Laidlaw Waste Systems, other than the waste disposal fee stated above.

Dated: December 15, 1988

Michael Joseph...
A.R.F. LANDFILL CORPORATION

Dated: Dec 27, 1988

[Signature]
LAIDLAW WASTE SYSTEMS

Petitioner's
Group Exhibit
- p 27 of 29

A.R.F. Landfill Corp.

P.O. Box 342 • Rt. 89 • Grayslake, IL 60030 • 312-223-2722

December 15, 1988

Lake Zurich Disposal
23084 N. Quentin
Lake Zurich, IL 60047

Re: Waste Disposal Fee

Dear Lake Zurich Disposal:

Pursuant to this letter, A.R.F. Landfill Corporation ("A.R.F.") and Lake Zurich Disposal, enter into an agreement to set a fixed fee for permanent waste disposal at A.R.F. This agreement commences on December 31, 1988 and continues in effect through December 31, 1989.

The set fee for disposal at A.R.F. will be as follows:

Compacted.....	\$8.60
Loose.....	\$8.15
VOLUME RATES	
2,500 yds/mth	
Compacted.....	\$8.55
Loose.....	\$8.10
5,000 yds/mth	
Compacted.....	\$8.50
Loose.....	\$8.05

A discount of 5 cents per yard will be allowed only if payment is received by the 10th of the month billed.

This fee will continue for the period of this contract and cannot be voluntarily cancelled, renegotiated, or passed on to another party. However, this agreement will not affect any of the usual business dealings between A.R.F. and Lake Zurich Disposal, other than the waste disposal fee stated above.

Dated: December 15, 1988

Shirley Josephson
A.R.F. LANDFILL CORPORATION

Dated: 12-29-88

E. Obermayer
LAKE ZURICH DISPOSAL

Petitioner's
Group Exhibit #1
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A.R.F. Landfill Corp.

P.O. Box 342 • Ill. 83 • Grayslake, IL 60030 • 312-223-2722

December 15, 1988

Mundelein Disposal Service
20660 Indian Creek
Mundelein, IL 60060

Re: Waste Disposal Fee.

Dear Mundelein Disposal Service:

Pursuant to this letter, A.R.F. Landfill Corporation ("A.R.F.") and Mundelein Disposal Service, enter into an agreement to set a fixed fee for permanent waste disposal at A.R.F. This agreement commences on December 31, 1988 and continues in effect through December 31, 1989.

The set fee for disposal at A.R.F. will be as follows:

	Compacted.....	\$8.60
	Loose.....	\$8.15
VOLUME RATES		
2,500 yds/mth		
	Compacted.....	\$8.55
	Loose.....	\$8.10
5,000 yds/mth		
	Compacted.....	\$8.50
	Loose.....	\$8.05
10,000 yds/mth		
	Compacted.....	\$8.35
	Loose.....	\$7.90

A discount of 5 cents per yard will be allowed only if payment is received by the 10th of the month billed.

This fee will continue for the period of this contract and cannot be voluntarily cancelled, renegotiated, or passed on to another party. However, this agreement will not affect any of the usual business dealings between A.R.F. and Mundelein Disposal Service, other than the waste disposal fee stated above.

Dated: December 15, 1988

Philip J. ...
A.R.F. LANDFILL CORPORATION

Dated: 12-19-88

John M. ...
MUNDELEIN DISPOSAL SERVICE

Petitioners
Group 1
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A.R.F. Landfill Corp.

P.O. Box 342 • Rt. 83 • Grayslake, IL 60030 • 312-223-2722

December 15, 1988

Ace Disposal
1740 Harding Road
Northfield, IL 60093

Re: Waste Disposal Fee

Dear Ace Disposal:

Pursuant to this letter, A.R.F. Landfill Corporation ("A.R.F.") and Ace Disposal, enter into an agreement to set a fixed fee for permanent waste disposal at A.R.F. This agreement commences on December 31, 1988 and continues in effect through December 31, 1989.

The set fee for disposal at A.R.F. will be as follows:

Compacted.....	\$8.60
Loose.....	\$8.15
VOLUME RATES	
2,500 yds/mth	
... Compacted.....	\$8.55
Loose.....	\$8.10
5,000 yds/mth	
Compacted.....	\$8.50
Loose.....	\$8.05

A discount of 5 cents per yard will be allowed only if payment is received by the 10th of the month billed.

This fee will continue for the period of this contract and cannot be voluntarily cancelled, renegotiated, or passed on to another party. However, this agreement will not affect any of the usual business dealings between A.R.F. and Ace Disposal, other than the waste disposal fee stated above.

Dated: December 15, 1988

Shirley Joseph
A.R.F. LANDFILL CORPORATION

Dated: 12/30/88

Louis C. Decker
ACE DISPOSAL

Per 9/10/88
Group Exhibit 2
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CONTRACT EXEMPTION

APPLICATION FOR EXEMPTION FROM THE SOLID WASTE MANAGEMENT FEE PURSUANT TO SEC 22.16 OF THE ENVIRONMENTAL PROTECTION ACT

1. SITE NAME A.R.F. LANDFILL CORP. SITE OWNER/OPERATOR/TRANSPORTER
 ADDRESS P.O. BOX 342 NAME ROBERT F. SMITH
GRAYSLAKE, IL 60030 ADDRESS P.O. BOX 342
 IEPA # 0970260003 GRAYSLAKE, IL 60030

3. PARTIES TO CONTRACT:
 a) NAME STILKE DISPOSAL 4. CONTRACT DATES
 ADDRESS 20660 INDIAN CREEK EXECUTION 12/31/88
MUNDELEIN, IL 60060 TERMINATION 12/31/89

CONTACT PERSON JOHN OBENAUF 5. CONTRACT MUST BE ATTACHED TO COMPLETE
 THE APPLICATION.
 IS CONTRACT ATTACHED? YES NO

b) NAME A.R.F. LANDFILL CORP. 6. WASTE RECEIVED IN 1986 9,050 YDS
 ADDRESS P.O. BOX 342 1987 11,350 YDS
GRAYSLAKE, IL 60030 WASTE EXPECTED IN: 1988 13,225 YDS
 CONTACT PERSON SHIRLEE JOSEPHSEN 1989 14,100 YDS

IF CONTRACT EXTENDS
 PAST 1989 PLEASE
 PROVIDE QUANTITY
 ESTIMATE? N/A

IF OTHER PARTIES TO CONTRACT, ATTACH ADDITIONAL INFORMATION.

7. DOES THE CONTRACT FOR RECEIPT OR TRANSPORT OF SOLID WASTE ESTABLISH
 A FIXED FEE OR COMPENSATION? YES

8. DOES THE CONTRACT NOT ALLOW THE OPERATOR OR TRANSPORTER TO PASS
 THE SOLID WASTE MANAGEMENT FEE THROUGH TO ANOTHER PARTY? IF SO,
 INDICATE THE SECTION IN THE CONTRACT CONTAINING THAT PROVISION. YES
PARAGRAPH 3

9. DOES THE CONTRACT CONTAIN A CLAUSE THAT EXPRESSLY PROHIBITS
 VOLUNTARY CANCELLATION OR RENEGOTIATION OF THE CONTRACT OR OF THE
 COMPENSATION OF THE SOLID WASTE MANAGEMENT FEE DURING THE TERM OF THE
 CONTRACT? IF SO, WHERE? YES
PARAGRAPH 3

10. WHAT WAS THE DATE THE CONTRACT WAS LAST AMENDED? N/A

This Agency is authorized to require this information under Illinois Revised Statutes, 1979, Chapter 111 1/2, Section 102.14. Disclosure of this information is required under that Section. Failure to do so may prevent the Agency from

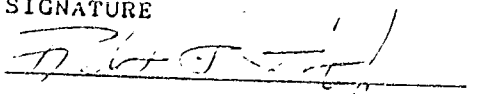
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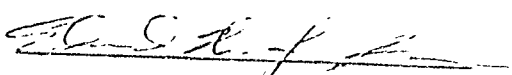
CONTRACT EXEMPTION - PAGE 2

11. HAS THE OWNER OR OPERATOR OF A LANDFILL OR TRANSPORTER HAD A CONTRACT WITH THE OTHER CONTRACTING PARTY BEFORE? YES OR NO IF YES, ATTACH A COPY OF THE PREVIOUS CONTRACT.

12. SITE OWNER/TRANSPORTER OWNER
NAME
A.R.F. LANDFILL CORPORATION
ROBERT F. SMITH

13. SITE OPERATOR
NAME
A.R.F. LANDFILL CORPORATION
EDWARD W. JOSEPHSEN

SIGNATURE


SIGNATURE


DATE 12/31/88

DATE 12/31/88

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REVIEWER _____
APPROVED _____ DATE _____
DENIED _____ DATE _____

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Petitioner's
Group Exemption
p 3 of 18

CONTRACT EXEMPTION

APPLICATION FOR EXEMPTION FROM THE SOLID WASTE MANAGEMENT FEE PURSUANT TO SEC 22.16 OF THE ENVIRONMENTAL PROTECTION ACT

1. SITE NAME A.R.F. LANDFILL CORP. SITE OWNER/OPERATOR/TRANSPORTER
 ADDRESS P.O. BOX 342 NAME ROBERT F. SMITH
GRAYSLAKE, IL 60030 ADDRESS P.O. BOX 342
 IEPA # 0970260003 GRAYSLAKE, IL 60030

PARTIES TO CONTRACT:
 3. a) NAME WEIDNER DISPOSAL 4. CONTRACT DATES
 ADDRESS 26777 W HWY 176 EXECUTION 12/31/88
MAUCONDA, IL 60084 TERMINATION 12/31/89

CONTACT PERSON MICKEY WEIDNER 5. CONTRACT MUST BE ATTACHED TO COMPLETE
 THE APPLICATION.
 IS CONTRACT ATTACHED? YES NO

b) NAME A.R.F. LANDFILL CORP. 6. WASTE RECEIVED IN 1986 24,530 YDS
 ADDRESS P.O. BOX 342 1987 39,874 YDS
GRAYSLAKE, IL 60030 WASTE EXPECTED IN: 1988 41,877 YDS
 CONTACT PERSON SHIRLEE JOSEPHSEN 1989 44,580 YDS

IF CONTRACT EXTENDS
 PAST 1989 PLEASE
 PROVIDE QUANTITY
 ESTIMATE? N/A

IF OTHER PARTIES TO CONTRACT, ATTACH ADDITIONAL INFORMATION.

7. DOES THE CONTRACT FOR RECEIPT OR TRANSPORT OF SOLID WASTE ESTABLISH
 A FIXED FEE OR COMPENSATION? YES

8. DOES THE CONTRACT NOT ALLOW THE OPERATOR OR TRANSPORTER TO PASS
 THE SOLID WASTE MANAGEMENT FEE THROUGH TO ANOTHER PARTY? IF SO,
 INDICATE THE SECTION IN THE CONTRACT CONTAINING THAT PROVISION. PARAGRAPH 3

9. DOES THE CONTRACT CONTAIN A CLAUSE THAT EXPRESSLY PROHIBITS
 VOLUNTARY CANCELLATION OR RENEGOTIATION OF THE CONTRACT OR OF THE
 COMPENSATION OF THE SOLID WASTE MANAGEMENT FEE DURING THE TERM OF THE
 CONTRACT? IF SO, WHERE? PARAGRAPH 3

10. WHAT WAS THE DATE THE CONTRACT WAS LAST AMENDED? N/A

This Agency is authorized to require
 this information under Illinois
 Revised Statutes, 1979, Chapter
 111 1/2, Section 1022.14. Disclosure
 of this information is required

Petitioner's
Group 2
p 4 of 18

CONTRACT EXEMPTION - PAGE 2

11. HAS THE OWNER OR OPERATOR OF A LANDFILL OR TRANSPORTER HAD A CONTRACT WITH THE OTHER CONTRACTING PARTY BEFORE? YES OR NO
IF YES, ATTACH A COPY OF THE PREVIOUS CONTRACT.

12. SITE OWNER/TRANSPORTER OWNER
NAME
A.R.F. LANDFILL CORPORATION
ROBERT E. SMITH

13. SITE OPERATOR
NAME
A.R.F. LANDFILL CORPORATION
EDWARD W. JOSEPHSEN

SIGNATURE
[Signature]
President

SIGNATURE
[Signature]

DATE 12/31/88

DATE 12/31/88

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REVIEWER _____
APPROVED _____ DATE _____
DENIED _____ DATE _____

Petitioner's
Group Exemption
P 5 of 18

CONTRACT EXEMPTION

APPLICATION FOR EXEMPTION FROM THE SOLID WASTE MANAGEMENT FEE PURSUANT TO SEC 22.16 OF THE ENVIRONMENTAL PROTECTION ACT

1. SITE NAME A.R.F. LANDFILL CORP. 2. SITE OWNER/OPERATOR/TRANSPORTER
ADDRESS P.O. BOX 342 NAME ROBERT F. SMITH
GRAYSLAKE, IL 60030 ADDRESS P.O. BOX 342
IEPA # 0970260003 GRAYSLAKE, IL 60030

3. PARTIES TO CONTRACT:
a) NAME GREAT LAKES, NTC 4. CONTRACT DATES
ADDRESS BLDG 1A, NAVY PUBLIC WORKS CENTER EXECUTION 12/23/88
GREAT LAKES, IL 60088 TERMINATION 09/30/90

CONTACT PERSON OFFICER IN CHARGE 5. CONTRACT MUST BE ATTACHED TO COMPLETE THE APPLICATION.
NAVAC CONTRACTS IS CONTRACT ATTACHED? YES/NO

b) NAME A.R.F. LANDFILL CORP. 6. WASTE RECEIVED IN 1986 N/A
ADDRESS P.O. BOX 342 1987 N/A
GRAYSLAKE, IL 60030 WASTE EXPECTED IN: 1988 N/A
CONTACT PERSON SHIRLEE JOSEPHSEN 1989 50,634

IF CONTRACT EXTENDS PAST 1989 PLEASE PROVIDE QUANTITY ESTIMATE? 50,634

IF OTHER PARTIES TO CONTRACT, ATTACH ADDITIONAL INFORMATION.

7. DOES THE CONTRACT FOR RECEIPT OR TRANSPORT OF SOLID WASTE ESTABLISH A FIXED FEE OR COMPENSATION? YES

8. DOES THE CONTRACT NOT ALLOW THE OPERATOR OR TRANSPORTER TO PASS THE SOLID WASTE MANAGEMENT FEE THROUGH TO ANOTHER PARTY? IF SO, INDICATE THE SECTION IN THE CONTRACT CONTAINING THAT PROVISION. YES SEE ATTACHED CONTRACT

9. DOES THE CONTRACT CONTAIN A CLAUSE THAT EXPRESSLY PROHIBITS VOLUNTARY CANCELLATION OR RENEGOTIATION OF THE CONTRACT OR OF THE COMPENSATION OF THE SOLID WASTE MANAGEMENT FEE DURING THE TERM OF THE CONTRACT? IF SO, WHERE? YES SEE ATTACHED CONTRACT

10. WHAT WAS THE DATE THE CONTRACT WAS LAST AMENDED? N/A

This Agency is authorized to require this information under Illinois Revised Statutes, 1970, Chapter 111 1/2, Section 1022.14. Disclosure of this information is required under that provision.

Petitioner's
Group Exhibit 2
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CONTRACT EXEMPTION - PAGE 2

11. HAS THE OWNER OR OPERATOR OF A LANDFILL OR TRANSPORTER HAD A CONTRACT WITH THE OTHER CONTRACTING PARTY BEFORE? YES OR NO
IF YES, ATTACH A COPY OF THE PREVIOUS CONTRACT.

12. SITE OWNER/TRANSPORTER OWNER
NAME
A.R.F. LANDFILL CORPORATION
ROBERT F. SMITH

13. SITE OPERATOR
NAME
A.R.F. LANDFILL CORPORATION
EDWARD W. JOSEPHSEN

SIGNATURE

Robert F. Smith
President

DATE 12/31/88

SIGNATURE

Edward W. Josephsen

DATE 12/31/88

=====

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REVIEWER _____
APPROVED _____ DATE _____
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Group Exhibit 2
p 7 of 18

CONTRACT EXEMPTION

APPLICATION FOR EXEMPTION FROM THE SOLID WASTE MANAGEMENT FEE PURSUANT TO SEC 22.16 OF THE ENVIRONMENTAL PROTECTION ACT

1. SITE NAME A.R.F. LANDFILL CORP. SITE OWNER/OPERATOR/TRANSPORTER
 ADDRESS P.O. BOX 342 NAME ROBERT F. SMITH
GRAYSLAKE, IL 60030 ADDRESS P.O. BOX 342
 IEPA # 6970260003 GRAYSLAKE, IL 60030

PARTIES TO CONTRACT: 4. CONTRACT DATES
 a) NAME BEST SCAVENGER SERVICE EXECUTION 12/31/88
 ADDRESS 1912 LEHIGH TERMINATION 12/31/89
CLENVIEW, IL 60025

CONTACT PERSON KEN VOS 5. CONTRACT MUST BE ATTACHED TO COMPLETE
 THE APPLICATION.
 IS CONTRACT ATTACHED? YES/NO

b) NAME A.R.F. LANDFILL CORP. 6. WASTE RECEIVED IN 1986 29,525 YDS
 ADDRESS P.O. BOX 342 1987 51,242 YDS
GRAYSLAKE, IL 60030 WASTE EXPECTED IN: 1988 50,650 YDS
 CONTACT PERSON SHIRLEE JOSEPHSEN 1989 34,800 YD.

IF CONTRACT EXTENDS
 PAST 1989 PLEASE
 PROVIDE QUANTITY
 ESTIMATE? N/A

IF OTHER PARTIES TO CONTRACT, ATTACH ADDITIONAL INFORMATION.

7. DOES THE CONTRACT FOR RECEIPT OR TRANSPORT OF SOLID WASTE ESTABLISH
 A FIXED FEE OR COMPENSATION? YES

8. DOES THE CONTRACT NOT ALLOW THE OPERATOR OR TRANSPORTER TO PASS
 THE SOLID WASTE MANAGEMENT FEE THROUGH TO ANOTHER PARTY? IF SO,
 INDICATE THE SECTION IN THE CONTRACT CONTAINING THAT PROVISION. YES PARAGRAPH 3

9. DOES THE CONTRACT CONTAIN A CLAUSE THAT EXPRESSLY PROHIBITS
 VOLUNTARY CANCELLATION OR RENEGOTIATION OF THE CONTRACT OR OF THE
 COMPENSATION OF THE SOLID WASTE MANAGEMENT FEE DURING THE TERM OF THE
 CONTRACT? IF SO, WHERE? YES PARAGRAPH 3

10. WHAT WAS THE DATE THE CONTRACT WAS LAST AMENDED? N/A

This Agency is authorized to require
 this information under Illinois
 Revised Statutes, 1979, Chapter
 III 172, Section 1022.14, Disclosure
 of this information is controlled

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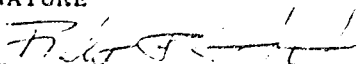
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Group Exemption
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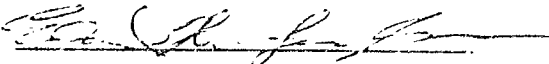
CONTRACT EXEMPTION - PAGE 2

11. HAS THE OWNER OR OPERATOR OF A LANDFILL OR TRANSPORTER HAD A CONTRACT WITH THE OTHER CONTRACTING PARTY BEFORE? YES OR NO
IF YES, ATTACH A COPY OF THE PREVIOUS CONTRACT.

12. SITE OWNER/TRANSPORTER OWNER
NAME
A.R.F. LANDFILL CORPORATION
ROBERT F. SMITH

13. SITE OPERATOR
NAME
A.R.F. LANDFILL CORPORATION
EDWARD W. JOSEPHSEN

SIGNATURE


SIGNATURE


DATE 12/31/88

DATE 12/31/88

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REVIEWER _____
APPROVED _____ DATE _____
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Group 5000
p 90218

CONTRACT EXEMPTION

APPLICATION FOR EXEMPTION FROM THE SOLID WASTE MANAGEMENT FEE PURSUANT TO SEC 22.16 OF THE ENVIRONMENTAL PROTECTION ACT

1. SITE NAME A.R.F. LANDFILL CORP. SITE OWNER/OPERATOR/TRANSPORTER
 ADDRESS P.O. BOX 342 NAME ROBERT F. SMITH
GRAYSLAKE, IL 60030 ADDRESS P.O. BOX 342
 IEPA # 0970260003 GRAYSLAKE, IL 60030

3. PARTIES TO CONTRACT: 4. CONTRACT DATES
 a) NAME CITY OF LAKE FOREST EXECUTION 12/31/88
 ADDRESS 2203 E DEERPATH TERMINATION 12/31/89
LAKE FOREST, IL 60045

CONTACT PERSON JOHN EISHBACK 5. CONTRACT MUST BE ATTACHED TO COMPLETE
 THE APPLICATION.
 IS CONTRACT ATTACHED? YES NO

b) NAME A.R.F. LANDFILL CORP. 6. WASTE RECEIVED IN 1986 31,575 YDS
 ADDRESS P.O. BOX 342 1987 34,505 YDS
GRAYSLAKE, IL 60030 WASTE EXPECTED IN: 1988 35,925 YDS
 CONTACT PERSON SHIRLEE JOSEPHSEN 1989 33,000 YDS

IF CONTRACT EXTENDS
 PAST 1989 PLEASE
 PROVIDE QUANTITY
 ESTIMATE? N/A

IF OTHER PARTIES TO CONTRACT, ATTACH ADDITIONAL INFORMATION.

7. DOES THE CONTRACT FOR RECEIPT OR TRANSPORT OF SOLID WASTE ESTABLISH
 A FIXED FEE OR COMPENSATION? YES

8. DOES THE CONTRACT NOT ALLOW THE OPERATOR OR TRANSPORTER TO PASS
 THE SOLID WASTE MANAGEMENT FEE THROUGH TO ANOTHER PARTY? IF SO,
 INDICATE THE SECTION IN THE CONTRACT CONTAINING THAT PROVISION. PARAGRAPH 3

9. DOES THE CONTRACT CONTAIN A CLAUSE THAT EXPRESSLY PROHIBITS
 VOLUNTARY CANCELLATION OR RENEGOTIATION OF THE CONTRACT OR OF THE
 COMPENSATION OF THE SOLID WASTE MANAGEMENT FEE DURING THE TERM OF THE
 CONTRACT? IF SO, WHERE? PARAGRAPH 3

10. WHAT WAS THE DATE THE CONTRACT WAS LAST AMENDED? N/A

1-4 10/15/87
Group 10/15/87
P10 of 18

CONTRACT EXEMPTION - PAGE 2

11. HAS THE OWNER OR OPERATOR OF A LANDFILL OR TRANSPORTER HAD A CONTRACT WITH THE OTHER CONTRACTING PARTY BEFORE? YES OR NO)
IF YES, ATTACH A COPY OF THE PREVIOUS CONTRACT.

12. SITE OWNER/TRANSPORTER OWNER
NAME
A.R.F. LANDFILL CORPORATION
ROBERT F. SMITH

13. SITE OPERATOR
NAME
A.R.F. LANDFILL CORPORATION
EDWARD W. JOSEPHSEN

SIGNATURE
[Signature]

SIGNATURE
[Signature]

DATE 12/31/88

DATE 12/31/88

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REVIEWER _____
APPROVED _____ DATE _____
DENIED _____ DATE _____

Petitioner:
Group E...
p 11 of 18

CONTRACT EXEMPTION

APPLICATION FOR EXEMPTION
FROM THE SOLID WASTE MANAGEMENT FEE
PURSUANT TO SEC 22.16
OF THE
ENVIRONMENTAL PROTECTION ACT

1. SITE NAME A.R.F. LANDELL CORP SITE OWNER/OPERATOR/TRANSPORTER
ADDRESS P.O. BOX 342 NAME ROBERT F. SMITH
GRAYSLAKE, IL 60030 ADDRESS P.O. BOX 342
IEPA # 0970260003 GRAYSLAKE, IL 60030

3. PARTIES TO CONTRACT: 4. CONTRACT DATES
a) NAME LAIDLAW WASTE SYSTEMS EXECUTION 12/31/88
ADDRESS 3651 BLACKHAWK DRIVE TERMINATION 12/31/89
ROLLING MEADOWS, IL 60008

CONTACT PERSON DAVE PITTNER 5. CONTRACT MUST BE ATTACHED TO COMPLETE THE APPLICATION.
IS CONTRACT ATTACHED? (YES) NO

b) NAME A.R.F. LANDELL CORP.
ADDRESS P.O. BOX 342
GRAYSLAKE, IL 60030
CONTACT PERSON SHIRIFF JOSEPHSEN
6. WASTE RECEIVED IN 1986 14,282 YDS
1987 64,350 YDS
WASTE EXPECTED IN: 1988 63,240 YDS
1989 45,900 YDS

IF CONTRACT EXTENDS
PAST 1989 PLEASE
PROVIDE QUANTITY
ESTIMATE? N/A

IF OTHER PARTIES TO CONTRACT, ATTACH ADDITIONAL INFORMATION.

7. DOES THE CONTRACT FOR RECEIPT OR TRANSPORT OF SOLID WASTE ESTABLISH A FIXED FEE OR COMPENSATION? YES

8. DOES THE CONTRACT NOT ALLOW THE OPERATOR OR TRANSPORTER TO PASS THE SOLID WASTE MANAGEMENT FEE THROUGH TO ANOTHER PARTY? IF SO, INDICATE THE SECTION IN THE CONTRACT CONTAINING THAT PROVISION. YES PARAGRAPH 3

9. DOES THE CONTRACT CONTAIN A CLAUSE THAT EXPRESSLY PROHIBITS VOLUNTARY CANCELLATION OR RENEGOTIATION OF THE CONTRACT OR OF THE COMPENSATION OF THE SOLID WASTE MANAGEMENT FEE DURING THE TERM OF THE CONTRACT? IF SO, WHERE? YES PARAGRAPH 3

10. WHAT WAS THE DATE THE CONTRACT WAS LAST AMENDED? N/A

This Agency is authorized to require this information under Illinois Revised Statutes, 1979, Chapter 111 1/2, Section 1022.14. Disclosure of this information is required under the Freedom of Information Act.

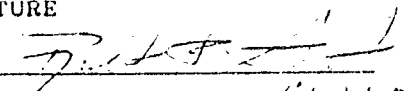
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- p 12 of 18

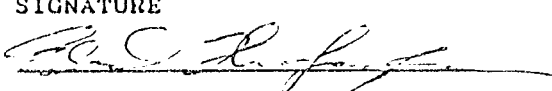
CONTRACT EXEMPTION - PAGE 2

11. HAS THE OWNER OR OPERATOR OF A LANDFILL OR TRANSPORTER HAD A CONTRACT WITH THE OTHER CONTRACTING PARTY BEFORE? YES OR NO
IF YES, ATTACH A COPY OF THE PREVIOUS CONTRACT.

12. SITE OWNER/TRANSPORTER OWNER
NAME
A.R.F. LANDFILL CORPORATION
ROBERT F. SMITH

13. SITE OPERATOR
NAME
A.R.F. LANDFILL CORPORATION
EDWARD W. JOSEPHSEN

SIGNATURE

DATE 11/31/88

SIGNATURE

DATE 12/31/88

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DATE RECEIVED BY AGENCY _____
REVIEWER _____
APPROVED _____ DATE _____
DENIED _____ DATE _____

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GROUP EXHIBIT 2
P 13 of 18

CONTRACT EXEMPTION

APPLICATION FOR EXEMPTION FROM THE SOLID WASTE MANAGEMENT FEE PURSUANT TO SEC 22.16 OF THE ENVIRONMENTAL PROTECTION ACT

1. SITE NAME A.R.F. LANDFILL CORP. SITE OWNER/OPERATOR/TRANSPORTER
 ADDRESS P.O. BOX 342 NAME ROBERT F. SMITH
GRAYSLAKE, IL 60030 ADDRESS P.O. BOX 342
 IEPA # 0970260003 GRAYSLAKE, IL 60030

PARTIES TO CONTRACT: 4. CONTRACT DATES
 3. a) NAME LAKE ZURICH DISPOSAL EXECUTION 12/31/88
 ADDRESS 23084 N. QUENTIN TERMINATION 12/31/89
LAKE ZURICH, IL 60047

CONTACT PERSON BETTY OBENAUER 5. CONTRACT MUST BE ATTACHED TO COMPLETE
 THE APPLICATION.
 IS CONTRACT ATTACHED? (YES) NO

b) NAME A.R.F. LANDFILL CORP. 6. WASTE RECEIVED IN 1986 31,200 YDS
 ADDRESS P.O. BOX 342 1987 35,200 YDS
GRAYSLAKE, IL 60030 WASTE EXPECTED IN: 1988 30,015 YDS
 CONTACT PERSON SHIRLEY JOSEPHSEN 1989 32,900 YDS

IF CONTRACT EXTENDS
 PAST 1989 PLEASE
 PROVIDE QUANTITY
 ESTIMATE? N/A

IF OTHER PARTIES TO CONTRACT, ATTACH ADDITIONAL INFORMATION.

7. DOES THE CONTRACT FOR RECEIPT OR TRANSPORT OF SOLID WASTE ESTABLISH
 A FIXED FEE OR COMPENSATION? YES

8. DOES THE CONTRACT NOT ALLOW THE OPERATOR OR TRANSPORTER TO PASS
 THE SOLID WASTE MANAGEMENT FEE THROUGH TO ANOTHER PARTY? IF SO,
 INDICATE THE SECTION IN THE CONTRACT CONTAINING THAT PROVISION. PARAGRAPH 3

9. DOES THE CONTRACT CONTAIN A CLAUSE THAT EXPRESSLY PROHIBITS
 VOLUNTARY CANCELLATION OR RENEGOTIATION OF THE CONTRACT OR OF THE
 COMPENSATION OF THE SOLID WASTE MANAGEMENT FEE DURING THE TERM OF THE
 CONTRACT? IF SO, WHERE? PARAGRAPH 3

10. WHAT WAS THE DATE THE CONTRACT WAS LAST AMENDED? N/A


Petitioner's
Group Exhibit 2
p 14 of 18

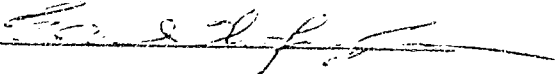
CONTRACT EXEMPTION - PAGE 2

11. HAS THE OWNER OR OPERATOR OF A LANDFILL OR TRANSPORTER HAD A CONTRACT WITH THE OTHER CONTRACTING PARTY BEFORE? YES OR NO
IF YES, ATTACH A COPY OF THE PREVIOUS CONTRACT.

12. SITE OWNER/TRANSPORTER OWNER
NAME
A.R.F. LANDFILL CORPORATION
ROBERT F. SMITH

13. SITE OPERATOR
NAME
A.R.F. LANDFILL CORPORATION
EDWARD W. JOSEPHSEN

SIGNATURE


SIGNATURE


DATE 12/31/88

DATE 12/31/83

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REVIEWER _____
APPROVED _____ DATE _____
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Revised
Group Exhibit
p 15 of 18

CONTRACT EXEMPTION

APPLICATION FOR EXEMPTION FROM THE SOLID WASTE MANAGEMENT FEE PURSUANT TO SEC 22.16 OF THE ENVIRONMENTAL PROTECTION ACT

1. SITE NAME A.R.F. LANDFILL CORP. SITE OWNER/OPERATOR/TRANSPORTER
ADDRESS P.O. BOX 342 NAME ROBERT F. SMITH
GRAYSLAKE, IL 60030 ADDRESS P.O. BOX 342
IEPA # 0970260003 GRAYSLAKE, IL 60030

3. PARTIES TO CONTRACT: 4. CONTRACT DATES
a) NAME MUNDELEIN DISPOSAL EXECUTION 12/31/88
ADDRESS 20660 INDIAN CREEK TERMINATION 12/31/89
MUNDELEIN, IL 60060

CONTACT PERSON JOHN OBENAUER 5. CONTRACT MUST BE ATTACHED TO COMPLETE THE APPLICATION.
IS CONTRACT ATTACHED? (YES) NO

b) NAME A R F LANDFILL CORP. 6. WASTE RECEIVED IN 1986 122,005 YDS
ADDRESS P.O. BOX 342 1987 123,280 YDS
GRAYSLAKE, IL 60030 WASTE EXPECTED IN: 1988 122,235 YDS
CONTACT PERSON SHIPLEE JOSEPH 1989 111,750 YDS

IF CONTRACT EXTENDS PAST 1989 PLEASE PROVIDE QUANTITY ESTIMATE? N/A

IF OTHER PARTIES TO CONTRACT, ATTACH ADDITIONAL INFORMATION.

7. DOES THE CONTRACT FOR RECEIPT OR TRANSPORT OF SOLID WASTE ESTABLISH A FIXED FEE OR COMPENSATION? YES

8. DOES THE CONTRACT NOT ALLOW THE OPERATOR OR TRANSPORTER TO PASS THE SOLID WASTE MANAGEMENT FEE THROUGH TO ANOTHER PARTY? IF SO, INDICATE THE SECTION IN THE CONTRACT CONTAINING THAT PROVISION. YES PARAGRAPH 3

9. DOES THE CONTRACT CONTAIN A CLAUSE THAT EXPRESSLY PROHIBITS VOLUNTARY CANCELLATION OR RENEGOTIATION OF THE CONTRACT OR OF THE COMPENSATION OF THE SOLID WASTE MANAGEMENT FEE DURING THE TERM OF THE CONTRACT? IF SO, WHERE? YES PARAGRAPH 3

10. WHAT WAS THE DATE THE CONTRACT WAS LAST AMENDED? N/A

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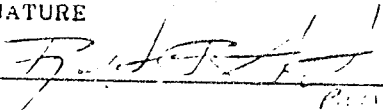
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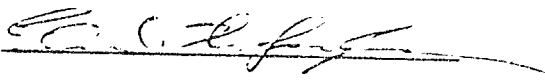
CONTRACT EXEMPTION - PAGE 2

11. HAS THE OWNER OR OPERATOR OF A LANDFILL OR TRANSPORTER HAD A CONTRACT WITH THE OTHER CONTRACTING PARTY BEFORE? YES OR NO
IF YES, ATTACH A COPY OF THE PREVIOUS CONTRACT.

12. SITE OWNER/TRANSPORTER OWNER
NAME
A.R.F. LANDFILL CORPORATION
ROBERT F. SMITH

13. SITE OPERATOR
NAME
A.R.F. LANDFILL CORPORATION
EDWARD W. JOSEPHSEN

SIGNATURE

DATE 12/31/88

SIGNATURE

DATE 12/31/88

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REVIEWER _____
APPROVED _____ DATE _____
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Petitioner:
Group Exhibit 2
P. 17 of 18

CONTRACT EXEMPTION
APPLICATION FOR EXEMPTION
FROM THE SOLID WASTE MANAGEMENT FEE
PURSUANT TO SEC 22.16
OF THE
ENVIRONMENTAL PROTECTION ACT

1. SITE NAME A.R.F. LANDFILL CORP. 2. SITE OWNER/OPERATOR/TRANSPORTER
 ADDRESS P.O. BOX 342 NAME ROBERT F. SMITH
GRAYSLAKE, IL 60030 ADDRESS P.O. BOX 342
 IEPA # 0970260003 GRAYSLAKE, IL 60030

3. PARTIES TO CONTRACT:
 a) NAME ACE DISPOSAL 4. CONTRACT DATES
 ADDRESS 1740 HARDING ROAD EXECUTION 12/31/88
NORTHFIELD, IL 60093 TERMINATION 12/31/89

CONTACT PERSON LOU DECKER 5. CONTRACT MUST BE ATTACHED TO COMPLETE
 THE APPLICATION.
 IS CONTRACT ATTACHED? (YES/NO)

b) NAME A.R.F. LANDFILL 6. WASTE RECEIVED IN 1986 25,680 yds.
 ADDRESS P.O. BOX 342 1987 45,788 yds.
GRAYSLAKE, IL 60030 WASTE EXPECTED IN: 1988 50,301 yds.
 CONTACT PERSON SHIRLEE JOSEPHSEN 1989 48,800 yds. app.

IF CONTRACT EXTENDS
 PAST 1989 PLEASE
 PROVIDE QUANTITY
 ESTIMATE? NA

IF OTHER PARTIES TO CONTRACT, ATTACH ADDITIONAL INFORMATION.

7. DOES THE CONTRACT FOR RECEIPT OR TRANSPORT OF SOLID WASTE ESTABLISH
 A FIXED FEE OR COMPENSATION? YES

8. DOES THE CONTRACT NOT ALLOW THE OPERATOR OR TRANSPORTER TO PASS
 THE SOLID WASTE MANAGEMENT FEE THROUGH TO ANOTHER PARTY? IF SO,
 INDICATE THE SECTION IN THE CONTRACT CONTAINING THAT PROVISION. YES PARAGRAPH 3

9. DOES THE CONTRACT CONTAIN A CLAUSE THAT EXPRESSLY PROHIBITS
 VOLUNTARY CANCELLATION OR RENEGOTIATION OF THE CONTRACT OR OF THE
 COMPENSATION OF THE SOLID WASTE MANAGEMENT FEE DURING THE TERM OF THE
 CONTRACT? IF SO, WHERE? YES PARAGRAPH 5

10. WHAT WAS THE DATE THE CONTRACT WAS LAST AMENDED? NA

This Agency is authorized to require this information under Illinois Revised Statutes, 1979, Chapter 111 1/2, Section 1022.14. Disclosure of this information is required under this Section. Failure to do so may constitute a violation of the law.

Petitioner's
Group Exhibit 2
p 18 of 18

CONTRACT EXEMPTION - PAGE 2

11. HAS THE OWNER OR OPERATOR OF A LANDFILL OR TRANSPORTER HAD A CONTRACT WITH THE OTHER CONTRACTING PARTY BEFORE? YES OR NO
IF YES, ATTACH A COPY OF THE PREVIOUS CONTRACT.

12. SITE OWNER/TRANSPORTER OWNER
NAME

A.R.F. LANDFILL CORPORATION

SIGNATURE

ROBERT F. SMITH

DATE 12/31/88

13. SITE OPERATOR

NAME
A.R.F. LANDFILL CORPORATION

SIGNATURE

EDWARD W. JOSEPHSEN

DATE 12/31/88

***** FOR AGENCY USE ONLY *****

DATE RECEIVED BY AGENCY _____
REVIEWER _____
APPROVED _____ DATE _____
DENIED _____ DATE _____

0000 1839

*Petitioner's
Group Exhibit 3
p 1849*



Illinois Environmental Protection Agency

P. O. Box 19276, Springfield, IL 62791-9276

REFER TO: SITE #0970250003
ARF Landfill Corp.
SOLID WASTE MANAGEMENT FEE

Lake County
CONTRACT EXEMPTION #C217

FEE EXEMPTION APPROVAL LETTER

April 21, 1989

Shirlee Josephsen
ARF Landfill Corporation
Post Office Box 342
Grayslake, Illinois 60030

Dear Ms. Josephsen:

Pursuant to Section 22.16 of the Environmental Protection Act the Agency hereby grants an exemption from the fee requirements of Section 22.15 for the receipt of solid waste from Stilke Disposal under the contract executed December 31, 1988. This exemption applies only to solid waste received under the referenced contract and does not apply to solid waste received under any other contract. This exemption shall expire upon renewal or amendment of the contract of December 31, 1989, whichever occurs first.

Please note that the granting of this exemption does not relieve you of the requirement to maintain records of solid waste received in accordance with 35 Ill. Adm. Code Part 858. In particular for each load of waste received under this exemption number and the contract under which the solid waste is received.

If you are a transporter who has been granted a contract exemption and is seeking a retroactive credit from the landfill that disposed of the fee exempt waste, please review the attached forms and instructions for completion of the Certification From Solid Waste Landfills Accepting Solid Waste from Transporters and the Application for Solid Waste Management Fee Credit Due.

If you have any questions, please feel free to contact me at 217/524-5597.

Sincerely,

Wendy L. Stralow, Manager
Waste Accounting & Fees Unit
Solid Waste Management Section
Division of Land Pollution Control

WLS:kja:1502k/20

Enclosures

cc: Landfill
Division File
Maywood Region



Illinois Environmental Protection Agency

P. O. Box 19276, Springfield, IL 62744-9276

*Petitioner's
Group Exhibit 3
p 2 of 9*

REFER TO: SITE #0970250003
ARF Landfill Corp.
SOLID WASTE MANAGEMENT FEE

Lake County
CONTRACT EXEMPTION #C218

FEE EXEMPTION APPROVAL LETTER

April 21, 1989

Shirlee Josephsen
ARF Landfill Corporation
Post Office Box 342
Grayslake, Illinois 60030

Dear Ms. Josephsen:

Pursuant to Section 22.16 of the Environmental Protection Act the Agency hereby grants an exemption from the fee requirements of Section 22.15 for the receipt of solid waste from Weidner Disposal under the contract executed December 31, 1988. This exemption applies only to solid waste received under the referenced contract and does not apply to solid waste received under any other contract. This exemption shall expire upon renewal or amendment of the contract or December 31, 1989, whichever occurs first.

Please note that the granting of this exemption does not relieve you of the requirement to maintain records of solid waste received in accordance with 35 Ill. Adm. Code Part 858. In particular for each load of waste received under this exemption number and the contract under which the solid waste is received.

If you are a transporter who has been granted a contract exemption and is seeking a retroactive credit from the landfill that disposed of the fee exempt waste, please review the attached forms and instructions for completion of the Certification From Solid Waste Landfills Accepting Solid Waste from Transporters and the Application for Solid Waste Management Fee Credit Due.

If you have any questions, please feel free to contact me at 217/524-5597.

Sincerely,

Wendy L. Stralow, Manager
Waste Accounting & Fees Unit
Solid Waste Management Section
Division of Land Pollution Control

WLS:kja:1502k/18

Enclosures

cc: Landfill
Division File
Maywood Region



Illinois Environmental Protection Agency

P. O. Box 19276, Springfield, IL 62794-9276 P3069

Petitioner's
Group Exhibit 3

REFER TO: SITE #0970250003
ARF Landfill Corp.
SOLID WASTE MANAGEMENT FEE

Lake County
CONTRACT EXEMPTION #C219

FEE EXEMPTION APPROVAL LETTER

April 21, 1989

Shirlee Josephsen
ARF Landfill Corporation
Post Office Box 342
Grayslake, Illinois 50030

Dear Ms. Josephsen:

Pursuant to Section 22.16 of the Environmental Protection Act the Agency hereby grants an exemption from the fee requirements of Section 22.15 for the receipt of solid waste from Great Lakes NTC under the contract executed December 23, 1988. This exemption applies only to solid waste received under the referenced contract and does not apply to solid waste received under any other contract. This exemption shall expire upon renewal or amendment of the contract or September 30, 1990, whichever occurs first.

Please note that the granting of this exemption does not relieve you of the requirement to maintain records of solid waste received in accordance with 35 Ill. Adm. Code Part 858. In particular for each load of waste received under this exemption number and the contract under which the solid waste is received.

If you are a transporter who has been granted a contract exemption and is seeking a retroactive credit from the landfill that disposed of the fee exempt waste, please review the attached forms and instructions for completion of the Certification From Solid Waste Landfills Accepting Solid Waste from Transporters and the Application for Solid Waste Management Fee Credit Due.

If you have any questions, please feel free to contact me at 217/524-5597.

Sincerely,

Wendy L. Stralow

Wendy L. Stralow, Manager
Waste Accounting & Fees Unit
Solid Waste Management Section
Division of Land Pollution Control

WLS:kja:1502k/18

Enclosures

cc: Landfill
Division File
Maywood Region



Illinois Environmental Protection Agency

P. O. Box 19276, Springfield, IL 62794-0276

*Petitioner's
Group Exhibit 3
p4 of 9*

REFER TO: SITE #09702500003
ARF Landfill Corp.
SOLID WASTE MANAGEMENT FEE

Lake County
CONTRACT EXEMPTION #C220

FEE EXEMPTION APPROVAL LETTER

April 21, 1989

Shirlee Josephsen
ARF Landfill Corporation
Post Office Box 342
Grayslake, Illinois 60030

Dear Ms. Josephsen:

Pursuant to Section 22.16 of the Environmental Protection Act the Agency hereby grants an exemption from the fee requirements of Section 22.15 for the receipt of solid waste from Best Scavenger Services under the contract executed December 31, 1988. This exemption applies only to solid waste received under the referenced contract and does not apply to solid waste received under any other contract. This exemption shall expire upon renewal or amendment of the contract of December 31, 1989, whichever occurs first.

Please note that the granting of this exemption does not relieve you of the requirement to maintain records of solid waste received in accordance with 35 Ill. Adm. Code Part 858. In particular for each load of waste received under this exemption number and the contract under which the solid waste is received.

If you are a transporter who has been granted a contract exemption and is seeking a retroactive credit from the landfill that disposed of the fee exempt waste, please review the attached forms and instructions for completion of the Certification From Solid Waste Landfills Accepting Solid Waste from Transporters and the Application for Solid Waste Management Fee Credit Due.

If you have any questions, please feel free to contact me at 217/524-5597.

Sincerely,

Wendy L. Stralow, Manager
Waste Accounting & Fees Unit
Solid Waste Management Section
Division of Land Pollution Control

WLS:kja:1502k/20

Enclosures

cc: Landfill
Division File
Maywood Region

*Petitioner's
Group Exhibit 3
p569*



Illinois Environmental Protection Agency · P. O. Box 19276, Springfield, IL 62794-9276

REFER TO: SITE #0970260003 Lake County
ARF Landfill Corp. CONTRACT EXEMPTION #C221
SOLID WASTE MANAGEMENT FEE

FEE EXEMPTION APPROVAL LETTER

April 21 1989

Shirlee Josephsen
ARF Landfill Corporation
Post Office Box 342
Grayslake, Illinois 60030

Dear Ms. Josephsen:

Pursuant to Section 22.16 of the Environmental Protection Act the Agency hereby grants an exemption from the fee requirements of Section 22.15 for the receipt of solid waste from the City of Lake Forest under the contract executed December 31, 1988. This exemption applies only to solid waste received under the referenced contract and does not apply to solid waste received under any other contract. This exemption shall expire upon renewal or amendment of the contract of December 31, 1989, whichever occurs first.

Please note that the granting of this exemption does not relieve you of the requirement to maintain records of solid waste received in accordance with 35 Ill. Adm. Code Part 858. In particular for each load of waste received under this exemption number and the contract under which the solid waste is received.

If you are a transporter who has been granted a contract exemption and is seeking a retroactive credit from the landfill that disposed of the fee exempt waste, please review the attached forms and instructions for completion of the Certification From Solid Waste Landfills Accepting Solid Waste from Transporters and the Application for Solid Waste Management Fee Credit Due.

If you have any questions, please feel free to contact me at 217/524-5597.

Sincerely,

Wendy L. Stralow, Manager
Waste Accounting & Fees Unit
Solid Waste Management Section
Division of Land Pollution Control

WLS:kja/1502/17

Enclosures

cc: Landfill
Division File
Maywood Region

*Petitioner's
Group Exhibit 3
P 6029*



Illinois Environmental Protection Agency

P. O. Box 19276, Springfield, IL 62794-9276

REFER TO: SITE #0970260003
ARF Landfill Corp.
SOLID WASTE MANAGEMENT FEE

Lake County
CONTRACT EXEMPTION #C222

FEE EXEMPTION APPROVAL LETTER

April 21, 1989

Shirlee Josephsen
ARF Landfill Corporation
Post Office Box 342
Grayslake, Illinois 60030

Dear Ms. Josephsen:

Pursuant to Section 22.16 of the Environmental Protection Act the Agency hereby grants an exemption from the fee requirements of Section 22.15 for the receipt of solid waste from Laidlaw Waste Systems under the contract executed December 31, 1988. This exemption applies only to solid waste received under the referenced contract and does not apply to solid waste received under any other contract. This exemption shall expire upon renewal or amendment of the contract or December 31, 1989, whichever occurs first.

Please note that the granting of this exemption does not relieve you of the requirement to maintain records of solid waste received in accordance with 35 Ill. Adm. Code Part 858. In particular for each load of waste received under this exemption number and the contract under which the solid waste is received.

If you are a transporter who has been granted a contract exemption and is seeking a retroactive credit from the landfill that disposed of the fee exempt waste, please review the attached forms and instructions for completion of the Certification From Solid Waste Landfills Accepting Solid Waste from Transporters and the Application for Solid Waste Management Fee Credit Due.

If you have any questions, please feel free to contact me at 217/524-5597.

Sincerely,

Wendy L. Stralow, Manager
Waste Accounting & Fees Unit
Solid Waste Management Section
Division of Land Pollution Control

WLS:kja:1502k/18

Enclosures

cc: Landfill
Division File
Maywood Region

0000 18/45



Illinois Environmental Protection Agency

P. O. Box 19276, Springfield, IL 62764-0276

*Petitioner's
Group Exhibit 3
p 7 of 9*

REFER TO: SITE #0970260003
ARF Landfill Corp.
SOLID WASTE MANAGEMENT FEE

Lake County
CONTRACT EXEMPTION #0223

FEE EXEMPTION APPROVAL LETTER

April 21, 1989

Shirlee Josephsen
ARF Landfill Corporation
Post Office Box 342
Grayslake, Illinois 60030

Dear Ms. Josephsen:

Pursuant to Section 22.16 of the Environmental Protection Act the Agency hereby grants an exemption from the fee requirements of Section 22.15 for the receipt of solid waste from Lake Zurich Disposal under the contract executed December 31, 1988. This exemption applies only to solid waste received under the referenced contract and does not apply to solid waste received under any other contract. This exemption shall expire upon renewal or amendment of the contract or December 31, 1989, whichever occurs first.

Please note that the granting of this exemption does not relieve you of the requirement to maintain records of solid waste received in accordance with 35 Ill. Adm. Code Part 858. In particular for each load of waste received under this exemption number and the contract under which the solid waste is received.

If you are a transporter who has been granted a contract exemption and is seeking a retroactive credit from the landfill that disposed of the fee exempt waste, please review the attached forms and instructions for completion of the Certification From Solid Waste Landfills Accepting Solid Waste from Transporters and the Application for Solid Waste Management Fee Credit Due.

If you have any questions, please feel free to contact me at 217/524-5597.

Sincerely,

Wendy L. Stralow, Manager
Waste Accounting & Fees Unit
Solid Waste Management Section
Division of Land Pollution Control

WLS:kja:1502k/18

Enclosures

cc: landfill
Division File
Maywood Region



Illinois Environmental Protection Agency

P. O. Box 19276, Springfield, IL 62794-9276

*Petitioner's
Group Exhibit 3
p 8 of 9*

REFER TO: SITE #0970260003
ARF Landfill Corp.
SOLID WASTE MANAGEMENT FEE

Lake County
CONTRACT EXEMPTION #C224

FEE EXEMPTION APPROVAL LETTER

April 21, 1989

Shirlee Josephsen
ARF Landfill Corporation
Post Office Box 342
Grayslake, Illinois 60030

Dear Ms. Josephsen:

Pursuant to Section 22.16 of the Environmental Protection Act the Agency hereby grants an exemption from the fee requirements of Section 22.15 for the receipt of solid waste from the Mundelein Disposal under the contract executed December 31, 1988. This exemption applies only to solid waste received under the referenced contract and does not apply to solid waste received under any other contract. This exemption shall expire upon renewal or amendment of the contract or December 31, 1989, whichever occurs first.

Please note that the granting of this exemption does not relieve you of the requirement to maintain records of solid waste received in accordance with 35 Ill. Adm. Code Part 858. In particular for each load of waste received under this exemption number and the contract under which the solid waste is received.

If you are a transporter who has been granted a contract exemption and is seeking a retroactive credit from the landfill that disposed of the fee exempt waste, please review the attached forms and instructions for completion of the Certification From Solid Waste Landfills Accepting Solid Waste from Transporters and the Application for Solid Waste Management Fee Credit Due.

If you have any questions, please feel free to contact me at 217/524-5597.

Sincerely,

Wendy L. Stralow, Manager
Waste Accounting & Fees Unit
Solid Waste Management Section
Division of Land Pollution Control

WLS:kja:1502k/19

Enclosures

cc: Landfill
Division File
Maywood Region



Illinois Environmental Protection Agency

P. O. Box 19276, Springfield, IL 62794-9276 P9 of 9

*Petitioner's
Group Exhibit 3*

REFER TO: SITE #0970250003
ARF Landfill Corp.
SOLID WASTE MANAGEMENT FEE

Lake County
CONTRACT EXEMPTION #C237

FEE EXEMPTION APPROVAL LETTER

April 26, 1989

Shirlee Josephsen
ARF Landfill Corporation
Post Office Box 342
Grayslake, Illinois 60030

Dear Ms. Josephsen:

Pursuant to Section 22.16 of the Environmental Protection Act the Agency hereby grants an exemption from the fee requirements of Section 22.15 for the receipt of solid waste from Ace Disposal under the contract executed December 31, 1988. This exemption applies only to solid waste received under the referenced contract and does not apply to solid waste received under any other contract. This exemption shall expire upon renewal or amendment of the contract of December 31, 1989, whichever occurs first.

Please note that the granting of this exemption does not relieve you of the requirement to maintain records of solid waste received in accordance with 35 Ill. Adm. Code Part 858. In particular for each load of waste received under this exemption number and the contract under which the solid waste is received.

If you are a transporter who has been granted a contract exemption and is seeking a retroactive credit from the landfill that disposed of the fee exempt waste, please review the attached forms and instructions for completion of the Certification From Solid Waste Landfills Accepting Solid Waste from Transporters and the Application for Solid Waste Management Fee Credit Due.

If you have any questions, please feel free to contact me at 217/524-5597.

Sincerely,

Wendy L. Stralow

Wendy L. Stralow, Manager
Waste Accounting & Fees Unit
Solid Waste Management Section
Division of Land Pollution Control

WLS:kja:1502k/20

Enclosures

cc: Landfill
Division File
Maywood Region



Illinois Environmental Protection Agency · P. O. Box 19276, Springfield, IL 62794-9276

*Petitioner's
Exhibit 4 p 1 of 2*

217/782-6760

0970250003 -- Lake County
ARF Landfill Corp.
Solid Waste Management Fee

Contract Exemption #C217
#C218
#C219
#C220
#C221
#C222
#C223
#C224
#C239

Shirlee Josephsen
ARF Landfill Corporation
Post Office Box 342
Grayslake, Illinois 60030

Dear Ms. Josephsen:

This letter serves to clarify the amount of the Solid Waste Management Fee (SWM Fee) that is exempt. Since your contract was executed after January 1, 1987, the portion of fee that is exempt is the difference between the new fee rate and the old fee rate. For example, during January 1, 1987 through December 31, 1988 you were able to charge your customers a \$.45 per cubic yard SWM Fee, however after January 1, 1989 the SWM fee was increased to \$.60 per cubic yard and you were unable to pass the additional \$.15 per cubic yard SWM Fee to your customers. Under these circumstances, the portion of the SWM Fee that is exempt is \$.15 per cubic yard. The reason this amount of fee is exempt is the Agency believes the parties to the Contract were cognizant of the Solid Waste Management Fee after January 1, 1987 and were able to reflect this fee in any contracts executed after January 1, 1987.

Attached please find the "Credit Record for Contract Exemptions" form. This form should be used in computing the SWM Fee credit due. See page 8 of the "Instructions for Solid Waste Fee Payment Forms" which will fully explain how to use this form.

*Petitioner's
Exhibit 4
p 2 of 2*



Illinois Environmental Protection Agency · P. O. Box 19276, Springfield, IL 62794-9276

Page 2

If there are any questions, please contact me at 217/524-5597.

Sincerely,

Wendy L. Stralow

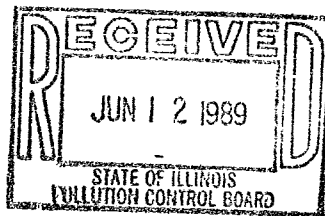
Wendy L. Stralow, Manager
Waste Accounting & Fees Unit
Solid Waste Management Section
Division of Land Pollution Control

WLS:dls/1585k,57-58

cc: Gary King

...

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



POLLUTION CONTROL BOARD
STATE OF ILLINOIS

A.R.F. LANDFILL CORP.)
)
) Petitioner)
 - v -) No. PCB 89-106
)
 ILLINOIS ENVIRONMENTAL PROTECTION)
 AGENCY)
)
) Respondent)

PROOF OF SERVICE BY Mail

I, Charles E. McClellan, an attorney, certify that I served this PETITION FOR REVIEW OF DENIAL OF EXEMPTION FROM SOLID WASTE MANAGEMENT FEE by mailing a copy by certified mail to:

Mr. Richard J. Carlson
Director
Environmental Protection Agency
State of Illinois
2200 Churchill Road
Springfield, Illinois 62706

and depositing it in the U. S. mail at 55 West Monroe Street, Chicago, Illinois 60603 before 5:00 p.m. on June 12, 1989, with proper postage prepaid.

Charles E. McClellan