

COUNTRYSIDE GAS MANAGEMENT AGREEMENT

This Countryside Gas Management Agreement is entered into as of the 1st day of January, 2012, by and between the SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS, a body politic and corporate of the State of Illinois, acting by and through its Board of Directors ("SWALCO") and COUNTRYSIDE LANDFILL, INC., an Illinois corporation ("Countryside") (SWALCO and Countryside are sometimes referred to herein as the "Parties").

Recitals

A. SWALCO was created by intergovernmental agreement, pursuant to Section 3.2 of the Intergovernmental Cooperation Act, 5 ILCS 2020/3.2 (the "Act") and Article VII, Section 10 of the 1970 Constitution of the State of Illinois.

B. SWALCO and Countryside are currently bound by a Disposal Agreement dated June 23, 1994, as amended. Said Disposal Agreement does not specifically address gas management issues relating to the Countryside Landfill (the "Landfill").

C. Countryside is the owner and operator of the Landfill located in unincorporated Lake County, Illinois.

D. Since the Fall of 2008, a number of odor complaints have been reported to SWALCO and the Lake County Health Department from people in the residential area near the Landfill.

E. Since the Fall of 2008, Countryside has spent in excess of \$2,600,000 improving its gas management system by, among other things, adding additional gas collection wells, header lines and installing a new flare to process gas that cannot be effectively utilized at the gas-to-energy facility located immediately to the west of the Landfill.

F. On July 22, 2011, Countryside and the United States Environmental Protection Agency, Air and Radiation Division, entered into an Administrative Consent Order in case number EPA-5-11-113(a) IL-04 pursuant to which Countryside agreed to take certain steps regarding its waste acceptance, gas management and hydrogen sulfide monitoring processes ("Consent Order").

G. The Parties desire to document, in an enforceable legal document, certain actions that Countryside has agreed to take, consistent with its past practices of improving its odor management program and the Consent Order.

Agreements

1. Waste Acceptance Plan. In order to reduce the risk of odors caused by Hydrogen Sulfide ("H₂S"), Countryside agrees to follow the Waste Acceptance Plan for Processed Construction & Demolition Materials attached hereto as Exhibit A.

2. Back-Up Generator. Countryside agrees to install and have operational a back-up generator with a capacity of 500 KW or larger to operate Countryside's flares and required pumping systems for flare operations on or before February 1, 2012. The size of the generator may be adjusted over time to meet the electrical needs of the gas management system, provided that Countryside advises SWALCO in writing of reason(s) why the capacity of the back-up generator is being downsized. Within five business days, SWALCO shall approve or deny the request. SWALCO agrees to not unreasonably deny such request. In the event Countryside is in violation of this requirement to have a back-up generator, SWALCO may assess a penalty of up to \$1,500. Countryside shall then file a corrective action plan to cure such violation during which time an additional penalty shall not be assessed. Any corrective action plan provided by Countryside will include a cure timetable and will be subject to SWALCO's review and approval, which will not be unreasonably delayed or denied.

3. Primary and Back-Up Flares. Countryside agrees that its primary flare will include variable frequency drive technology or its equivalent with a capacity of 4200 cfm. Countryside has a back-up flare and agrees to continue to have a back-up flare available and operational during the term hereof with a capacity of 4200 cfm. The size of both the back-up flare and primary flare may be adjusted over time to meet the needs of the gas management system, provided that Countryside advises SWALCO in writing of reason(s) why the capacity of either flare is being downsized. In the event Countryside is in violation of this requirement to have a back-up flare, SWALCO may assess a penalty against Countryside of up to \$1,500. Countryside shall then file a corrective action plan to cure such violation during which time an additional penalty shall not be assessed. Any corrective action plan provided by Countryside will include a cure timetable and will be subject to SWALCO's review and approval, which will not be unreasonably delayed or denied.

4. Hydrogen Sulfide Monitoring. Countryside agrees to commence and maintain an ongoing and continuing monitoring program for H₂S emissions pursuant to the Hydrogen Sulfide Monitoring Plan attached hereto as Exhibit B effective as of June 15, 2012, ~~April 30, 2012~~. SWALCO shall have reasonable access to the Landfill to inspect the hydrogen sulfide monitoring devices and the data associated with the monitoring devices.

M. R.
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5. Hydrogen Sulfide Level. Countryside agrees to manage H₂S emissions such that the H₂S concentrations, detected pursuant to the Hydrogen Sulfide Monitoring Plan established pursuant to Section 4 above, will not exceed 20 parts per billion over a one-hour rolling period or 5 parts per billion over a 24 hour rolling period, except when gas system construction is taking place, provided that Countryside has notified SWALCO in advance of such construction and Countryside is utilizing best available management practices to limit H₂S emissions during such construction. Countryside will request specific days (variance days) during the construction period during which a variance from the H₂S level is required. SWALCO will approve or deny such request within five business days. Such request shall not be unreasonably denied

by SWALCO. Countryside reserves the right to change the variance days upon notification to SWALCO. H₂S concentrations that average over 20 parts per billion over a one-hour rolling period or 5 parts per billion over a 24 hour period will be considered an "H₂S Exceedence" hereunder.

A. Notice of H₂S Exceedence. Countryside shall notify SWALCO on the next business day following an H₂S Exceedence.

B. H₂S Exceedence Review and Corrective Action Plan. Within five business days of any H₂S Exceedence, Countryside will prepare and provide to SWALCO a review of whether the H₂S Exceedence was caused by the Landfill and, if so, a corrective action plan to reduce H₂S levels below 20 parts per billion on a one hour rolling average or the 5 parts per billion on a rolling 24 hour period. Any corrective action plan provided by Countryside hereunder will include a cure timetable. The corrective action plan will be subject to SWALCO's review and approval, which will not be unreasonably delayed or denied. Countryside shall implement any such corrective action plan upon SWALCO's approval.

C. Penalty. If the review of the H₂S exceedance reveals Countryside is at fault, SWALCO may assess a penalty against Countryside of up to \$1,500. If the H₂S Exceedence is not resolved within the time period of the corrective action plan, SWALCO may assess an additional penalty of up to \$1,500 for each day the exceedence continues.

D. Countryside Appeal Rights. In the event Countryside disputes whether an H₂S Exceedence has been caused by the Landfill, the Parties shall first attempt to resolve the issues themselves. If the Parties are unable to resolve whether the Landfill operations caused the exceedence, but are able to agree upon a third-party professional engineer, registered in Illinois, to resolve the dispute, then the third-party engineer shall make such a determination which shall be final and binding upon the Parties. The cost of the third-party engineer shall be divided as agreed upon by the

Parties. If the Parties are unable to agree upon a third-party engineer or how to divide the costs for the third-party engineer, then either Party may avail themselves of all remedies available to them, in law or equity, in the 19th Judicial Circuit, Lake County, Illinois.

6. Enforcement. SWALCO and the Lake County Health Department ("Health Department") have entered into a Memorandum of Understanding ("MOU"), attached hereto as Exhibit C, regarding the enforcement of this Agreement. Pursuant to the MOU, the Health Department will monitor Countryside's performance under the terms of the Agreement, including making inspections at the Landfill if appropriate. In the event the Health Department determines that Countryside is in violation with any of the terms and conditions set in this Agreement, SWALCO, in consultation with the Health Department, may assess penalties against Countryside as set forth herein. Countryside recognizes that the Health Department is a delegated enforcement agency with the Illinois Environmental Protection Agency Bureau of Land with inspection and enforcement authority in Lake County, Illinois. Countryside understands that any information collected by the Health Department in monitoring and inspecting Countryside's compliance with this Agreement can be used by the Health Department in its capacity as a delegated enforcement agency with respect to the enforcement of Countryside's permit issued by the Illinois Environmental Protection Agency Bureau of Land and all applicable statutes and regulations. In the event SWALCO and the Health Department terminate the MOU, this Agreement will terminate unless Countryside and SWALCO mutually agree to a new enforcement entity.

7. No Admission. Countryside neither admits nor denies that it has, at anytime, been in non-compliance with its Operating Permit issued by the Illinois Environmental Protection Agency or with any other State or Federal statutes, rules or regulations regarding the operation of the Landfill.

8. Uncontrollable Circumstances. Countryside will be relieved of any obligations hereunder in the event that compliance has been adversely impacted due to

"Uncontrollable Circumstances." "Uncontrollable Circumstances" means any act, event or condition that has a direct material adverse effect on Countryside's ability to comply with the obligations set forth herein, if such act, event or condition is beyond Countryside's reasonable control, including, but not limited to: (i) acts of God; (ii) orders or judgments of any federal, State or local court, administrative agency or governmental body; or (iii) change in law.

9. Term. Unless terminated pursuant to Section 6, hereof, this Agreement will be effective on the date first above written and will continue through the date on which landfill disposal activities permanently cease at the Landfill, provided that Countryside notifies SWALCO of the permanent cessation of landfill disposal activities.

10. Notices. All notices hereunder shall be provided by e-mail to the addresses set forth below:

A. To SWALCO: wwillis@swalco.org (with copy to larrymclark55@sbcglobal.net and a copy to SWALCO's enforcement designee at mkuhn@lakecountyil.gov).

B. To Countryside: mhey@wm.com (with copy to crubak@wm.com).

Either party may designate a different e-mail address to which subsequent notices shall be sent at any time.

SOLID WASTE AGENCY OF
LAKE COUNTY

By: Lany + Mount

Title: Chairman

COUNTRYSIDE LANDFILL, INC.

By: M.L. Kelly

Title: District Manager.

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EXHIBIT A

**Waste Acceptance Plan for
Processed Construction & Demolition Materials
Countryside Landfill**

I. Introduction

This waste acceptance plan has been prepared to address the acceptance of processed construction and demolition ("C&D") materials at Countryside Landfill ("CLI") to ensure these C&D materials do not contain C&D fines.

C&D fines are the small fraction of mixed construction and demolition debris that are generated during the recycling of C&D materials ("processed C&D materials"). C&D fines vary in size, but are typically 3 inches or smaller. Depending upon the recyclers processing methodology, C&D fines consist of a heterogeneous mixture of many constituents, such as:

- Sand and dirt, including quantities of asphalt, brick, block, concrete and glass;
- Organic materials such as wood;
- Paper, cloth, foam and fabric;
- Ferrous and nonferrous metals; and
- Gypsum wallboard, varying in consistency from a powder, dust-like form to larger intact pieces.

The percentage of these materials in a given quantity of C&D fines will vary, depending on the on the time of year, the locale, and the amount and type of ongoing construction activity.

The presence of significant quantities of gypsum (chemically known as calcium sulfate) in C&D fines makes the disposal of this material in landfills potentially problematic under certain conditions due to the formation of hydrogen sulfide gas by sulfur-reducing bacteria. Hydrogen sulfide gas is produced when sulfur-reducing bacteria consume and metabolize the sulfate contained in the gypsum. The generation of hydrogen sulfide gas may create an odor problem. In addition, hydrogen sulfide may be a health hazard depending upon its concentration.

Unprocessed C&D materials, e.g. C&D materials that are not processed through a C&D recycling facility, are not expected to have any C&D fines and therefore are not subject to the requirements of this plan.

Currently, there are no laws or regulations that prohibit the disposal of C&D fines in landfills. However, because of the potential for hydrogen sulfide gas generation and associated odor concerns, C&D fines will not be accepted at CLI.

II. Processed C&D Material Use at Facility

Processed C&D materials are accepted at CLI for use in the construction of internal haul roads and inclement weather vehicle turnaround areas. Processed C&D materials are generally stockpiled near the active working face for reuse on an as-needed basis.

III. Acceptance Procedures

C&D recycling facilities delivering processed C&D materials to CLI must be preapproved by CLI. Pre-approval will include a site inspection of the C&D recycling facility by the CLI site manager or environmental manager, review of appropriate Illinois Environmental Protection Agency permits and communication to C&D recycling facility management that CLI will not accept C&D fines in any form and the delivery of C&D fines to CLI will result in the loss of disposal privileges at CLI. Inspection of C&D recycling facilities will be documented on the inspection form contained in Appendix A. Follow-up inspections of pre-approved C&D recycling facilities will be conducted on an annual basis for as long as the C&D recycling facility delivers material to the facility.

IV. Inspection Procedures

The telltale sign of the presence of C&D fines in a truckload of processed C&D material is the accumulation of a white or gray dust or powder on the bed of the truck, or a coating of white or gray dust on processed C&D materials. Either one of these indicates the presence of C&D fines and the load will be considered non-conforming. Processed C&D materials delivered to CLI will undergo a multi-step acceptance and inspection process consisting of the following:

1. Acceptance verification at scale house. Deliveries of processed C&D materials from approved C&D recycling facilities must be prearranged in advance with CLI. Each day, the scale clerk will be alerted to the delivery of any processed C&D materials, e.g., the C&D recycling facility delivering the processed C&D material and the expected number of loads. Processed C&D material loads that are delivered to the facility will be crosschecked with this prearranged delivery information. Loads that do not match up with this information will not be allowed to enter the facility. An initial inspection of the load will be made by the scale clerk for uncovered or untarped vehicles. Non-conforming loads will not be allowed to enter the facility.
2. Inspection of processed C&D materials during unloading. Processed C&D materials deposited in stockpiles near the active working face will undergo full time inspection by trained operational employees. The primary operational employees who will perform these inspections will be the traffic control person/spotter and heavy equipment operators, since these employees are present in the active working face. Other operational employees who receive training on this plan may also perform these inspections. Prior to unloading, each truck will be inspected for the presence of C&D fines. This inspection will be performed after the gate of the truck has been opened, but prior to dumping. Non-conforming loads will not be allowed to dump at the

facility. The load will also be observed during dumping for the presence of C&D fines. Non-conforming material will be loaded back into the truck dumping the material at the time of the incident, but no later than the end of that day.

3. Inspection of processed C&D material stockpiles. Processed C&D material stockpiles will be inspected on a weekly basis for the presence of C&D fines. These inspections will be performed by the site manager or his designee, a trained operational employee or the environmental manager. These inspections will be documented on the inspection form provided in Appendix B. Non-conforming materials identified will be managed appropriately.
4. In the event it is discovered that C&D fines have been disposed of at the facility, the site manager will investigate the incident, determine the cause and implement appropriate corrective and preventative measures.

V. Acceptance of Drywall Boards

Drywall boards incidental to other waste loads (<20% of the load) delivered to the facility will be considered small quantity and not subject to this waste acceptance plan. Acceptance of bulk loads of intact drywall (not ground up or pulverized) will be evaluated on a case-by-case basis and no more than 30 truckloads of intact drywall will be accepted at CLI per year.

VI. Employee Training

Facility operational employees will receive annual training regarding the acceptance and inspection of C&D fines. The employee training will consist of the following components:

- Review of this plan, including why the plan is being implemented;
- Potential sources of C&D fines;
- Pre-approval of C&D facilities;
- Visual characteristics of C&D fines;
- Inspection procedures to identify C&D fines;
- Exclusion procedures for non-conforming loads of processed C&D materials; and
- Identification of specific roles and responsibilities of employees trained under this plan.

Training will be performed by the CLI site manager.

Operational employees who will receive this training consist of (1) scale clerks; (2) heavy equipment operators; (3) traffic control personnel/spotters; (4) laborers; and (5) landfill technicians.

VII. Recordkeeping

All records generated by this plan will be maintained by the environmental manager and kept at the facility. After the facility closes, these records may be kept at an alternate offsite location.

Appendix A
C&D Recycling Facility Inspection Form

C&D Recycling Facility Inspection Form
Countryside Landfill

Facility name:	
Address/Location:	
Inspection date:	Inspection performed by:
Person interviewed:	
Materials accepted and processed: _____ _____ _____ _____	
Processing throughput:	
Processing methods/equipment: _____ _____ _____ _____	
Management of C&D fines: _____ _____ _____ _____	
Expected daily quantity of C&D materials to be delivered to Countryside Landfill:	
Comments: _____ _____ _____	

Appendix B
Processed C&D Material Stockpile Inspection Form

Processed C&D Material Stockpile Inspection Form
Countryside Landfill

Inspection date:	Inspection performed by:	
Location of stockpile:		
Material type:		
Approximate volume of stockpile:		
Any non-conforming material present:	yes	no
If yes, quantity and description of material: _____ _____ _____ _____		
Management of non-conforming materials: _____ _____ _____ _____ _____		
Comments: _____ _____ _____ _____		

Exhibit B
Hydrogen Sulfide Monitoring Plan

Equipment

The monitoring equipment proposed for hydrogen sulfide monitoring at Countryside Landfill will consist of Detection Instruments DiCom Single Point Continuous Hydrogen Sulfide Perimeter Monitor. This monitor is designed for continuous monitoring and recording of low-level hydrogen sulfide concentrations. The monitor is housed inside a weatherproof enclosures and uses advanced OdaLog technology to provide continuous real-time data.

A wireless module in each monitor will transmit data to a central computer. OdaLog software will be used to record and manage the data, including calculation of average hourly concentrations. This monitor has a detection range of 0.005 to 2 parts per million (“ppm”). Alternate monitors may be utilized as long as it provides equivalent performance.

Each monitor will have an anemometer to measure wind speed and direction at the monitor location. In addition, a full meteorological station will be installed on the roof of the landfill office. A Vantage Pro2 wireless weather station (or equivalent) will be utilized. This station measures wind speed and direction, temperature, humidity and precipitation. A data logger will record and transmit these measurements to a central computer.

Locations

Monitors will be located on the perimeter of the landfill as shown on the attached figure.

Data Access

Access to review the data transmitted to a central computer will be provided to representative of the appropriate agency(s) during normal business hours.

Reporting Data

Printed copies or discs of the monitoring data will be provided to SWALCO and the Health Department that includes the date, time and hydrogen sulfide concentration(s) for the time period(s) that an exceedence occurred.

Weather data for the time period(s) will also be provided.

Monitoring Locations
Hydrogen Sulfide Monitoring Plan
Countryside Landfill

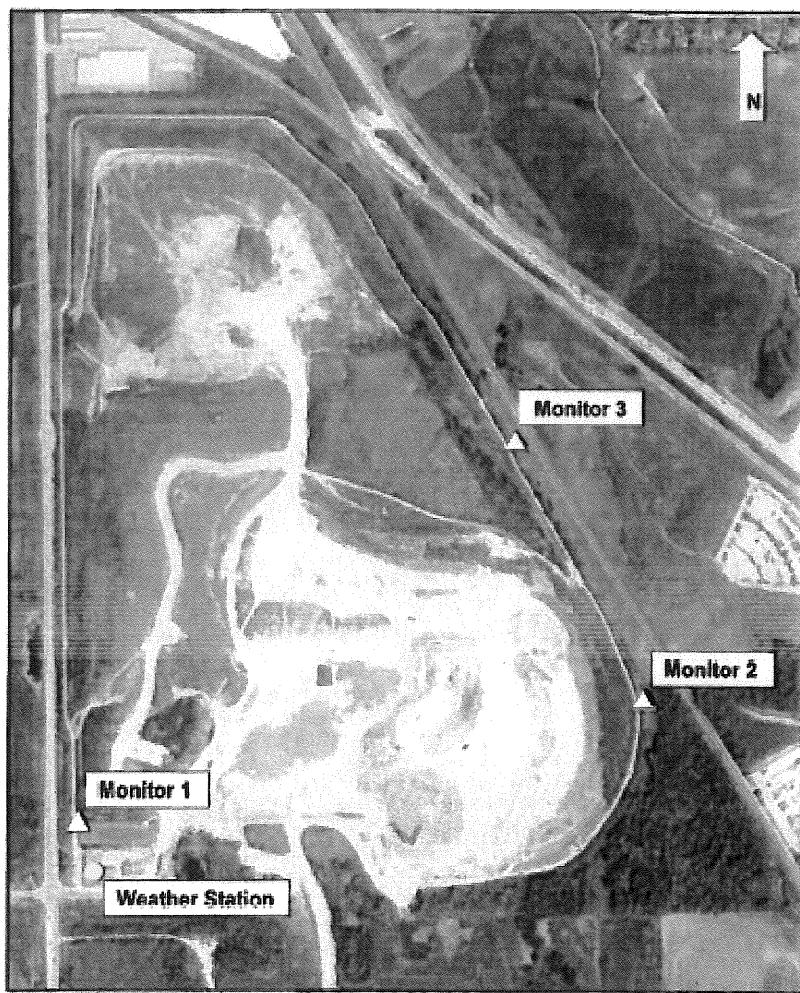


Exhibit C

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Solid Waste Agency of Lake County, Illinois (hereinafter referred to as "SWALCO") and the Lake County Health Department and Community Health Center, Population Health Services (hereinafter referred to as the "Health Department") have a common interest in the safe, efficient and odor free operation of the Countryside Landfill (hereinafter referred to as the "Landfill"), located in Grayslake, IL; and

WHEREAS, SWALCO has negotiated an agreement with Countryside Landfill, Inc. regarding the operation of the gas management system, its components, and the enforcement thereof for the Landfill (hereinafter referred to as the "Agreement" and attached hereto); and

WHEREAS, said Agreement provides for the management of waste and/or release of Hydrogen Sulfide from the Landfill so as to reduce the amount of odors traveling off-site and onto neighboring properties; and

WHEREAS, said Agreement provides for penalties if the concentration of Hydrogen Sulfide exceeds certain parameters or the Landfill fails to maintain certain equipment in place that is designed to reduce the likelihood of Hydrogen Sulfide traveling off of the Landfill property; and

WHEREAS, the County of Lake, State of Illinois has previously entered into a Delegation Agreement with the Illinois Environmental Protection Agency for joint and cooperative solid waste management site inspection, investigation and enforcement and the County of Lake and the Health Department have subsequently entered into an intergovernmental agreement that provides for the Health Department to implement this program throughout Lake County, including at the Landfill; and

WHEREAS, the Health Department has the experience necessary to evaluate and interpret empirical data relating to the release of Hydrogen Sulfide from the Landfill; and

WHEREAS, the Health Department currently inspects the Landfill, reviews certain operational data and is otherwise familiar with the equipment, operations and complaints regarding odors released from the Landfill and is uniquely suited to help facilitate the successful implementation of the Agreement.

IT IS HEREBY AGREED AND UNDERSTOOD by and between the Solid Waste Agency of Lake County, Illinois and the Lake County Health Department and Community Health Center, Population Health Services, this 24 day of FEBRUARY, 2012 as follows:

1. That this Memorandum of Understanding is effective only upon the signing of the Agreement.

2. That the Health Department shall review the Landfill's compliance with the Waste Acceptance Plan for Processed Construction & Demolition Materials, as identified in Exhibit A of the Agreement.

3. That the Health Department shall review (a) the Hydrogen Sulfide monitoring program results, compiled and provided by Countryside Landfill, Inc. as identified in Exhibit B of the Agreement, for compliance with all applicable standards, on a regular basis; (b) the installation and operation of all equipment required to be installed by Countryside Landfill, Inc. pursuant to said Agreement; and (c) the status of compliance of any requirements that may result in the imposition of fines as they may be appropriate pursuant to the Agreement.

4. Upon a determination that the Landfill is not in compliance with the Agreement, the Health Department will provide SWALCO notice of such determination as soon as practical thereafter.

5. That the Health Department shall in no manner be responsible for enforcing the Agreement or assessing or collecting any penalties provided for in the Agreement and any penalties paid under the terms of the Agreement shall solely be paid to SWALCO.

6. That the imposition of any fines or penalties as a result of the violation of the Agreement is separate and distinct from any penalties that may be sought by the Health Department pursuant to its enforcement of the Illinois Environmental Protection Act and its applicable regulations pursuant to the delegation agreement with the Illinois Environmental Protection Agency and that any fine or penalty imposed under the Agreement shall not ameliorate, reduce or modify any penalties sought by the Health Department in its capacity as said delegated entity.

7. The Parties expect that the Health Department will not spend more than eight (8) hours per month or incur costs in monitoring and reviewing the Landfill under the Agreement. The Parties further agree that if additional work is deemed necessary that is not currently specified in this Memorandum of Understanding or costs will be incurred they will negotiate compensation or payment for such as the need arises.

8. That this Agreement may be terminated at any time by either party upon fourteen (14) days written notice. If this Agreement is terminated, SWALCO will still be responsible for paying any and all costs incurred as identified in paragraph 7.

Approved this 24th day of FEBRUARY, 2012

Attest:

Solid Waste Agency of Lake County, Illinois

By:

Larry Mount

Title:

Chairman

Attest:

The Lake County Health Department and
Community Health Center

By:

Shene Dice

Title:

EXECUTIVE DIRECTOR