

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

GSC Cedar Rapids, LLC  
1125 Harrison Avenue  
Rockford, IL 61104

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X DALE McCoy

Agent  
 Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No



## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

## 4. Restricted Delivery? (Extra Fee)

Yes

## 2. Article Number

(Transfer from service label)

7011 0470 0001 3244 5243

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

GSC Cedar Rapids, LLC  
195 Porter Drive  
Round Lake Park, IL 60073-3634  
06-28-307-007

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X Natalie Saylor

Agent  
 Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

PAT SAYLOR

5-30-03

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

## 4. Restricted Delivery? (Extra Fee)

Yes

## 2. Article Number

(Transfer from service label)

7012 1010 0000 9479 7372

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Senator Melinda Willen Bush  
34121 US HWY 45  
Suite 224  
Grayslake, IL 60030

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X Giovanni Esposito

Agent  
 Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

Giovanni Esposito 5-30-03

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

## 4. Restricted Delivery? (Extra Fee)

Yes

## 2. Article Number

(Transfer from service label)

7011 0470 0001 3244 4406

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Senator Richard J. Durbin  
 Kluczynski Federal Building  
 230 South Dearborn Street  
 #3892  
 Chicago, IL 60604

2. Article Number  
(Transfer from service label)

7011 0470 0001 3244 4383

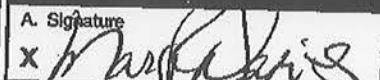
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

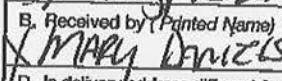
## COMPLETE THIS SECTION ON DELIVERY

## A. Signature



Agent  
 Addressee

## B. Received by (Printed Name)



C. Date of Delivery  
 5-30-13

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

## SENDER: COMPLETE THIS SECTION

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- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Senator Mark Kirk  
 Kluczynski Federal Building  
 230 South Dearborn Street  
 #3900  
 Chicago, IL 60604

2. Article Number  
(Transfer from service label)

7011 0470 0001 3244 4390

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Representative Sam Yingling  
 20 W. North Street  
 Hainesville, IL 60030

2. Article Number  
(Transfer from service label)

7011 2970 0002 9540 3837

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

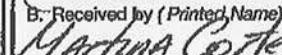
## COMPLETE THIS SECTION ON DELIVERY

## A. Signature



Agent  
 Addressee

## B. Received by (Printed Name)



C. Date of Delivery  
 5-30-13

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

## SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Illinois Department of Transportation  
District 1  
201 West Center Court  
Schaumburg, IL 60196-1096

## 2. Article Number

(Transfer from service label)

7011 0470 0001 3244 4444

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*X John Robowicz*  Agent  
 Addressee

## B. Received by (Printed Name)

*John Robowicz*  C. Date of Delivery  
*5/31/2013*D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

MAY 31 2013

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

## 4. Restricted Delivery? (Extra Fee)

 Yes

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Groot Industries, Inc.  
2500 Landmeier  
Elk Grove Village, IL 60007

## 2. Article Number

(Transfer from service label)

7011 0470 0001 3244 4451

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*X John Robowicz*  Agent  
 Addressee

## B. Received by (Printed Name)

*John Robowicz*  C. Date of Delivery  
*5/31/2013*D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Groot Industries, Inc.  
2500 Landmeier  
Elk Grove Village, IL 60007

## 2. Article Number

(Transfer from service label)

7011 0470 0001 3244 5182

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

## 4. Restricted Delivery? (Extra Fee)

 Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Groot Industries, Inc.  
2500 Landmeier  
Elk Grove Village, IL 60007

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	<i>Abraham Rabe</i>	<input type="checkbox"/> Agent
		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	<i>Abraham Rabe</i>	C. Date of Delivery
		<i>5/31/13</i>
D. Is delivery address different from item 1?		<input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No

2. Article Number  
(Transfer from service label) **7011 0470 0001 3244 5250**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Groot Industries, Inc.  
2500 Landmeier  
Elk Grove Village, IL 60007

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	<i>Abraham Rabe</i>	<input type="checkbox"/> Agent
		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	<i>Abraham Rabe</i>	C. Date of Delivery
		<i>5/31/13</i>
D. Is delivery address different from item 1?		<input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No

2. Article Number  
(Transfer from service label) **7011 0470 0001 3244 5311**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NorStates Bank  
PO Box 39  
Waukegan, IL 60079-0039

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	<i>Robert Nyck</i>	<input type="checkbox"/> Agent
		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	<i>Robert Nyck</i>	C. Date of Delivery
		<i>5-30-13</i>
D. Is delivery address different from item 1?		<input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No

2. Article Number  
(Transfer from service label) **7011 2970 0002 9540 3813**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

3. Service Type	<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	



**SENDER: COMPLETE THIS SECTION**

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Congressman Brad Schneider  
317 Cannon House Office Building  
Washington, DC 20515

2. Article Number  
(Transfer from service label)

7011 0470 0001 3244 4437

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature



Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes**SENDER: COMPLETE THIS SECTION**

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1. Article Addressed to:

MWC Enterprises LLC  
P.O. Box 231  
Grayslake, IL 60030-0231

2. Article Number  
(Transfer from service label)

7011 2970 0002 9540 3806

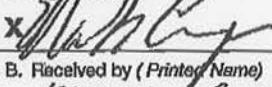
PS Form 3811, February 2004

Domestic Return Receipt

102595-02

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature



Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark  
Here

Total Postage & Fees

Sent To: Mark Ferdinand, Trustee  
705 11th St., Apt. 403  
Street, Apt. No.;  
or PO Box No.  
Wilmette, IL 60091-2692  
City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark  
Here

Total Postage & Fees

Sent To: MRF Properties LLC  
705 11th St., Apt. 403  
Street, Apt. No.;  
or PO Box No.  
Wilmette, IL 60091-2692  
City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark  
Here

Total Postage & Fees \$

Sent To: Mark Ferdinand, Manager  
705 11th St., Apt. 403  
Street, Apt. No.;  
or PO Box No.  
Wilmette, IL 60091-2692  
City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark  
Here

Total Postage & Fees \$

Sent To: MRF Properties LLC  
705 11th St., Apt. 403  
Street, Apt. No.;  
or PO Box No.  
Wilmette, IL 60091-2692  
City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

**EXHIBIT D-1**  
**CERTIFIED MAIL RECEIPTS**

See attached.

**EXHIBIT D-1**

**CERTIFIED MAIL RECEIPTS**

See attached.

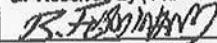
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**1. Article Addressed to:**

MRF Properties LLC  
2319 Thompson Road  
Bull Valley, IL 60097

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

 Agent Addressee**B. Received by (Printed Name)**

**C. Date of Delivery**

6-10-13

**D. Is delivery address different from item 1?** Yes

If YES, enter delivery address below:

 No**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)** Yes**2. Article Number**

(Transfer from service label)

7012 3460 0000 0824 1491

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

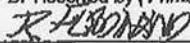
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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Mark Ferdinand, Trustee  
2319 Thompson Road  
Bull Valley, IL 60097

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

 Agent Addressee**B. Received by (Printed Name)**

**C. Date of Delivery**

6-10-13

**D. Is delivery address different from item 1?** Yes

If YES, enter delivery address below:

 No**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)** Yes**2. Article Number**

7012 3460 0000 0824 1538

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

MRF Properties LLC  
2319 Thompson Road  
Bull Valley, IL 60097

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

 Agent Addressee**B. Received by (Printed Name)**

**C. Date of Delivery**

6-10-13

**D. Is delivery address different from item 1?** Yes

If YES, enter delivery address below:

 No**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)** Yes**2. Article Number**

(Transfer from service label)

7012 3460 0000 0824 1514

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

MARK FERDINAND  
747 ASH ST  
WINNETKA IL 60093-2503

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

Agent  
 Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**  
**6-10-13**

**D. Is delivery address different from item 1?**  Yes  
If YES, enter delivery address below:  No

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  O.O.D.

**4. Restricted Delivery? (Extra Fee)**  Yes

**2. Article Number**

*(Transfer from service label.)*

7012 3460 0000 0824 1507

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## APPENDIX C

Host Agreements

## APPENDIX C.1

Host Agreement – Village of Round Lake Park



HOST COMMUNITY AGREEMENT

This Host Community Agreement is made this the 16<sup>th</sup> day of October, 2012 by and between Groot Industries, Inc. (the "Company") and the Village of Round Lake Park, an Illinois Municipal Corporation (the "Village").

WITNESSETH:

WHEREAS, the Company desires to file with the Village a request for siting approval to construct and operate a transfer facility (the "Transfer Facility") on some or all of the property that is legally described on Exhibit A (the "Subject Property"), attached hereto and made a part hereof; and

WHEREAS, the Village is authorized by the State of Illinois, pursuant to Section 39.2 of the Illinois Environmental Protection Act (415 ILCS 39.2) to, among other things, receive, hold hearings and decide an application for site location of a pollution control facility proposed to be located in the corporate boundaries of the Village; and

WHEREAS, Section 39.2 of the Illinois Environmental Protection Act expressly acknowledges a local government's power to negotiate and enter into a host community agreement with an applicant for site location of a pollution control facility within the corporate boundaries of the Village; and

WHEREAS, the Company desires to provide certain benefits to the Village with respect to the Transfer Facility if the Transfer Facility obtains all required approvals; and

WHEREAS, the Village is desirous of obtaining certain benefits as set forth herein, provided that under no circumstance shall the Village be under any obligation to grant site location approval of the Transfer Facility unless and until, through the pollution control facility site location review process, it finds that the Transfer Facility meets or exceeds all criteria set forth in 415 ILCS 5/39.2; and

WHEREAS, if the Village grants siting approval for the Transfer Facility, the Illinois Environmental Protection Agency issues permits for the development and operation of the Transfer Facility on the Subject Property, and the Transfer Facility is constructed and receives waste, then the Company is willing to afford certain benefits, as hereinafter set forth herein, to the Village; and

WHEREAS, the Village generally favors properly designed and operated Transfer Facilities, which can be of great benefit to the citizens of the Village and surrounding areas, and that such facility could facilitate and enhance the clean, efficient, lawful, convenient and economical movement of municipal waste and recyclables from homes, businesses and industries located within the Village and surrounding areas to waste diversion and other material recovery centers and

landfills (respectively) which are properly licensed and permitted to accept the same; and

WHEREAS, the Section 4.2.5 of the Lake County Solid Waste Management Plan (the "Plan"), and, more specifically, the 2009 Plan Update, states: "Solid waste transfer stations, if developed in accordance with the applicable requirements of the Lake County Solid Waste Management Plan (Recommendations T.2 through T.6), will be considered consistent with the Plan; and

WHEREAS, all words used in this Agreement, which are not defined herein but are defined in the Act, and its corresponding regulations shall have the same definitions and meanings as found in the Act and its corresponding regulations in effect on the date of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Company agree as follows:

#### **1. INCORPORATION OF RECITALS**

The Village and the Company agree that the foregoing recitals are material to this Agreement, and are hereby incorporated and made a part of this Agreement as if they were fully set forth herein.

## 2. DEFINITIONS

“Act” means the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

“Agreement” means this Host Community Agreement.

“Anniversary Date” means the date that Municipal Waste or Recyclables are first received at the Transfer Facility.

“Application” means the Company’s Application for siting approval for the Transfer Facility pursuant to Section 39.2 of the Illinois Environmental Protection Act (415 ILCS 39.2).

“Authorized Waste” means Municipal Waste and Recyclables as defined by Section 2 of this Agreement.

“Company” means Groot Industries, Inc. an Illinois corporation.

“Host Benefit Fee” means the per ton fee payable to the Village, commencing on the Anniversary Date, as more fully set forth *infra*.

“Host Benefit Fee Adjustment” means the upward adjustment of the Host Benefit Fee, as set forth in this Agreement.

“Waste Subject to the Host Fee” means Municipal Waste, as defined herein, and any other material that is received by the Transfer Facility to the exclusion of only Landscape Waste and source separated recyclables collected curbside. Landscape Waste and source separated recyclables collected curbside shall be included within Waste Subject to the Host Fee if they are transported to a landfill or other disposal facility. However, Village waste accepted free of charge by the Transfer Facility as an additional benefit

described in Exhibit C hereof is not within the definition of Waste Subject to the Host Fee.

"Landscape Waste" means landscape waste as defined in Section 3.270 of the Act.

"Municipal Waste" means garbage, general household and commercial waste, industrial lunchroom or office waste, landscape waste, construction or demolition debris, in accordance with Section 3.290 of the Act. Further, the term municipal waste does not include any: 1) hazardous substance, as defined by Section 3.215 of the Act, 2) hazardous waste, as defined by Section 3.220 of the Act, 3) industrial process waste, as defined by Section 3.235 of the Act, 4) pollution control waste, as defined by Section 3.335 of the Act, 5) sludge, as defined by Section 3.465 of the Act, and 6) special waste, as defined by Section 3.475 of the Act. Municipal Waste includes non-hazardous industrial wastes.

"Operating Year" means the year commencing on the Anniversary Date.

"Parties" means the Village of Round Lake Park and Groot Industries, Inc.

"Recyclables" means any material, which would otherwise be disposed or discarded, which is separated from Municipal Waste at the source of generation or at the Transfer Facility so as to render it useable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products.

"Subject Property" means the site described and shown in Exhibit A.

"Transfer Facility" means "transfer station" as defined by Section 3.500 of the Act, including the property on which the transfer station is located, which may

include some or all of the property as described and shown in Exhibit A.

"Village" means the Village of Round Lake Park, an Illinois Municipal Corporation.

### **3. TERM OF AGREEMENT**

This Agreement commences on the date of execution, and shall remain in force and effect until the Transfer Facility is closed and permanently ceases to operate. The Company agrees to exercise all commercially reasonable efforts to operate the Transfer Facility for a minimum of twenty (20) years. In addition, this Agreement will terminate if: (1) the Company elects (in writing) to cease its efforts to site a transfer station on the Subject Property, (2) if the Company ceases to use all reasonable and timely efforts to site a transfer station on the Subject Property, or (3) the Company ceases to use all reasonable and timely efforts to commence operation of the transfer facility after (if ever) it receives final, nonappealable siting approval for the transfer facility.

### **4. AUTHORIZED WASTE**

The Transfer Facility shall receive only waste that is acceptable pursuant to permit issued by the Illinois Environmental Protection Agency, which is anticipated to include Authorized Waste. The Transfer Facility shall not knowingly receive any hazardous substance or hazardous waste, as those terms are defined in the Act. If any waste, other than Authorized Waste, is received at the Transfer Facility, it shall be promptly removed from the waste stream and transferred to an appropriate facility to be legally recycled or disposed of within an appropriate time frame or legally placed back on the vehicle that transported

said waste to the Transfer Facility.

## 5. HOST BENEFIT FEE

a. Host Benefit Fee. The Company shall pay to the Village a Host Benefit Fee, commencing on the Anniversary Date and continuing thereafter for the term of this Agreement on each ton of Waste Subject to the Host Fee. No such Host Benefit Fee shall be paid on Recyclables or Landscape Waste unless transported to a landfill or other disposal facility. The Host Benefit Fee shall be considered general revenue to the Village and shall be calculated in accordance herewith. The Village agrees that it will neither levy nor collect or attempt to collect any additional fees or taxes or increase the amount of fees or taxes impacting the Company, the Company's property or any of the operations conducted thereon; provided, however, the foregoing restriction on the levy and collection of any additional fees or taxes by the Village shall not apply to: (i) any fee or tax which is uniformly assessed upon all members of a class of taxpayers of which the Company is a member (other than a class of taxpayers based on ownership or operation of a waste transfer station or solid waste management facility), (ii) real estate taxes, (iii) ad valorem taxes similarly assessed on other property or operations, (iv) utility taxes (v) telecommunication taxes, (vi) any other fee or tax which the Company is obligated to pay pursuant to county, state, or federal law, or pursuant to the laws or regulations of any governmental entity with jurisdiction and (vii) sales taxes. If, despite the aforesaid, the Village levies, collects or attempts to levy or collect a fee or tax prohibited by this Agreement, the Company, may (subject to the Village's right to challenge the propriety of

such deduction/offset), elect to pay such fee or tax, with written notice to the Village and deduct the amount thereof from any host benefit fee payable to the Village.

b. Calculation. The Company shall pay the Village a Host Benefit Fee on each ton of Waste Subject to the Host Fee in accordance with the following schedule:

Table 1. Host Benefit Fee Schedule	
Daily Volume of Waste Subject to the Host Fee	Per Ton Fee
0 – 600 tons per day	\$1.75
601 – 1000 tons per day	\$2.10

Should, at any time, the Company wish to transport from the Transfer Facility more than 1000 tons per day of Waste Subject to the Host Fee the Company and the Village shall, prior thereto and in good faith, negotiate a host fee acceptable to the Parties.

The Host Benefit Fee shall be calculated on a quarterly basis, and applied to each ton of Waste Subject to the Host Fee during the previous quarter of each Operating Year. Each quarter upon which the Host Benefit Fee is calculated shall coincide with the Village's fiscal year, which runs from May 1<sup>st</sup> of each year to April 30<sup>th</sup> of the following year.

The Host Benefit Fee shall not apply to waste accepted from the Village at no charge to the Village pursuant hereto where such material would otherwise fall within the definition of Waste Subject to the Host Fee.

c. Host Benefit Fee Adjustment. The Host Benefit Fee shall be increased on an annual basis beginning on the third (3<sup>rd</sup>) year from the Anniversary Date of this Agreement, by the percentage change during the previous calendar year in the Consumer Price Index for All Urban Consumers for Chicago, Illinois-Gary, Indiana-Lake County, Illinois (1982-1984=100) published by the United States Department of Labor Statistics ("CPI") and calculated consistent with Exhibit B. The annual Host Benefit Fee adjustment shall be capped at three (3) percent through the tenth (10<sup>th</sup>) year from the Anniversary Date of this Agreement. Thereafter, the annual Host Benefit Fee adjustment shall be capped at five (5) percent.

However, if the percentage change in CPI is negative it shall be treated as being unchanged. Should, at any time, such calculation in Exhibit B become impossible, the Parties shall negotiate in good faith to agree on an alternative method as close as reasonably possible in terms of results to that provided in Exhibit B.

d. Additional Host Benefit Fee. The Village shall receive an Additional Host Benefit Fee of \$0.15 (fifteen cents) per ton applied to each ton of Waste Subject to the Host Fee contingent upon and for such time that the Village is under direct contract with the Company for the Company to provide exclusive residential waste collection, transfer and disposal services. This Additional Host

Benefit Fee payment will continue to be paid only as long as the Company remains under contract with the Village to provide all of the aforesaid services. This Additional Host Benefit Fee shall be adjusted as provided herein.

e. Right to Inspect, Audit and Contest. The Village shall have the right to inspect, audit and contest any determination made by the Company that the Host Benefit Fee was not payable on any material transported to the Transfer Facility. The Village may dispute any payment statement submitted by the Company within two (2) years of receipt of such statement. In any such dispute, the Parties agree that if the Company has failed to maintain the records required under this Agreement, the Company shall carry the burden of proving that the Host Benefit Fee was not payable on said material. During the pendency of any dispute, the Company shall under any circumstances and in all events pay the undisputed portion of any such Host Benefit Fee.

f. Payment. The Host Benefit Fee and the Additional Host Benefit Fee shall be payable to the Village on a quarterly basis. Each quarter upon which the Host Benefit Fee is calculated shall coincide with the Village's fiscal year, which runs from May 1<sup>st</sup> of each year to April 30<sup>th</sup> of the following year. Such quarterly payments shall be paid to the Village by the 30<sup>th</sup> day following the end of each quarter. Each payment shall be accompanied by a report documenting the data and methodology used to determine the payment amount.

g. Paving of Porter Drive. In addition to the aforesaid and within one (1) year of the Anniversary Date, the Company shall pave Porter Drive from Route 120 to Route 134 utilizing then current Illinois Department of

Transportation specifications but in any event, with no less than a one and one half (1 1/2) inch thick binder course of asphalt and a one (1) inch thick surface course of asphalt.

## 6. WEIGHING OF TRANSFER STATION RECEIPTS

For the purpose of calculating the Host Benefit Fee and the Additional Host Benefit Fee (if applicable), the Company shall maintain, utilize and operate a certified scale, which shall be inspected and certified by the State of Illinois at the expense of the Company, at least once each calendar year.

## 7. RECORDS

a. The Company shall maintain daily records of the amounts and detailed description of the types of all material received at the Transfer Facility. Such records shall be maintained for a period of at least two (2) years. Such records shall include both waste receipts and waste scale weights, disposal tickets and logs (electronic and hard copies), including, without limitation, those showing the amount in tons of all material including, without limitation, Landscape Waste, source separated recyclable material collected curbside, and Waste Subject to the Host Fee for all material entering or processed at the Transfer Facility. In addition, all records shall be kept and shall be provided to the Village upon written request regarding: (i) the hours of operation of the Transfer Facility, and (ii) the amount of the Host Benefit Fee (and Additional Host Benefit Fee, if applicable) payable on each ton of Waste Subject to the Host Fee in each calendar quarter, and the total Host Benefit Fee payable during each

calendar quarter.

b. The Village shall have the right to audit the records of the Company upon five (5) business days notice. At the Village's discretion, the audit may be performed by an accountant or other consultant selected by the Village.

c. The Company covenants and agrees to fully cooperate with the Village and its designee during any audit and/or inspection, to respond timely and fully to any questions or request, and to make pertinent Company employees available for interviews.

d. Where such audit determines that the Company has underpaid the Host Benefit Fee (including the Additional Host Benefit Fee if applicable) the Company shall pay the reasonable cost of the audit, if the Company has underpaid by 5% or more.

Upon reasonable notice, the Village, its authorized agents and representatives shall be permitted to inspect such records maintained by the Company. The Village shall also be permitted to inspect any and all records maintained by the Company concerning the Waste Subject to the Host Fee, compliance with this Agreement, and/or compliance with any and all applicable federal, state and local laws, statutes, regulations, rules and/or ordinances relating to the operation of the Transfer Facility. The Company shall provide digital or hard copies of any records at its cost if and in the format requested by the Village.

## **8. ADDITIONAL HOST BENEFITS**

During the term of this Agreement, provided that the Transfer

Facility continues to operate, the Company will provide to the Village those additional benefits described in Exhibit C hereof.

#### **9. ENVIRONMENTAL BENEFITS**

The Transfer Facility will reduce the amount of emissions otherwise generated by packer trucks by reducing the number of miles packer trucks need to travel within and outside of Lake County transporting waste for ultimate disposal. Reduced packer truck miles will also result in less wear and tear on Lake County roads, and also reduce the overall traffic impact of packer trucks within Lake County.

#### **10. COMPLIANCE WITH LAWS**

The Company shall strictly comply with all applicable laws, regulations and ordinances (including the municipal code of the Village), as well as all final and non-appealable conditions of site location approval pursuant to Section 39.2 of the Act (should it be approved by the Village) as well as the terms, conditions, and requirements of any permit that is issued for the development and operation of the Transfer Facility and the terms and provisions of this Agreement.

#### **11. TRANSFER FACILITY CONTROL MEASURES**

a. Litter Control. The Company shall control litter by discharging and loading all waste within the enclosed portion of the Transfer Facility. The Company shall use its best efforts to assure that vehicles hauling waste to, or removing waste from the Transfer Facility shall be suitably covered so as to prevent waste from leaving the vehicles. A fence to aid in the interception of any blowing litter shall surround the Transfer Facility. The Company shall diligently

patrol the Subject Property during hours of operation to collect any litter. In addition, the Company shall abide by the litter control plan approved by the Village as a result of the siting process. At a minimum the Company will diligently patrol and remove litter from the Subject Property, all property owned or controlled by the Company, and public street and corresponding right-of-way within 1500 feet of the Subject Property. In addition, the Company shall, at a minimum, patrol and remove litter from property within five hundred (200) feet of the aforesaid public streets and corresponding rights-of-way with the permission of the owner of said property, which permission the Company will diligently attempt to obtain.

b. Dust Control. All access drives, parking areas, storage areas and vehicle-maneuvering areas on the Subject Property shall be paved. The Company agrees to provide a street sweeper to remove mud and dust tracked on to hard surfaces inside and outside the Transfer Facility, on property owned or controlled by the Company as well as well as public roads and right-of-ways included within the roadway boundaries within, at a minimum, one thousand (1,000) feet of the Subject Property on an as needed basis, but not less frequently than daily. Further a misting system shall be provided to help control dust inside the transfer building.

c. Odor Control. The Company agrees to conduct all waste handling and transfer operations completely indoors and will not emit any noticeable odor beyond the Transfer Facility boundary. The Company further agrees to have the tipping floor free of waste by the end of each operating day and incorporate

appropriate odor controls within the Waste Transfer Station Building. Further an odor neutralization system shall be provided, which system may be included within the facility's misting system.

d. Noise Control. All equipment utilized for operations shall be equipped with mufflers or other sound suppressing devices required for compliance with applicable State statutes and regulations.

e. Rodent/Vector Control. The Company shall retain a pest control service on an on-going basis to address the potential for infestation by rodents and other vectors, whereby such service shall inspect the Transfer Facility on an as needed, but no less than monthly, basis.

f. Fire Control and Prevention. The Transfer Facility shall be equipped with a sprinkler system that is designed in accordance with the requirements of the Greater Round Lake Area Fire District.

g. Storage. No waste or other material shall be left on the floor inside the transfer building or outside the transfer building on the Subject Property overnight. Waste may be kept temporarily in transfer trailers for no more than 24 hours (except on weekends and holidays), provided that such trailers are stored indoors and suitably covered. Empty transfer trailers may be stored outdoors for no more than 24 hours (except on weekends and holidays).

h. Minimum Measures. The various control measures contained herein represent minimum control measures which in no way limit the application of or ability to take any action regarding a nuisance and/or enforce any applicable law, ordinance or regulation and in no way limits the Village's ability to impose

more stringent control measures by way of special condition on any grant of siting.

i. The Company shall conduct all operations in a manner that does not cause a nuisance and is protective of the public health, safety, welfare and the environment.

## **12. APPLICATION**

a. The Village has not, by entering into this Agreement with the Company predetermined whether it will approve, approve with conditions, or disapprove any Application, and has not pre-judged whether Company and the proposed Transfer Facility will meet the criteria for approval under Section 39.2 of the Act.

b. The Village shall review the Application in accordance with the criteria set forth in 415 ILCS 5/39.2. If requested by the Company and if sufficient time is available, the Village shall conduct a pre-filing review of the siting application at the Company's sole cost and expense, including, but not limited to all reasonable and necessary fees, costs and expenses related to consultants, experts and attorneys retained by the Village for this express purpose.

c. The Company shall be responsible for the payment of all costs and the reimbursement of all fees reasonably related in any manner to the siting process pursuant to Section 39.2 of the Act and the Siting Ordinance, including but not limited to public education, hearing facilities, consultants, hearing officers, attorneys and court reporters in any way associated with the Village's review of,

hearing and any appeal related to the Application, provided, however, that if the Village denies the Application and the Company does not appeal such denial, the fees and costs shall stop accruing upon the Company providing written notice to the Village that it will not appeal the denial. The Company agrees to pay any required filing fee and escrow and replenish funds to cover fees and costs as required by ordinance including by way of a Village Siting Ordinance and Chapter 158 of the Village Code.

### **13. INSPECTIONS BY VILLAGE OFFICIALS**

The Village shall have the right to inspect the Transfer Facility during the Facility's permitted hours of operation as well as at times that the Company has staff present on site. During the course of each calendar year under this Agreement, the Village shall designate a Village official(s) to conduct inspections of the Transfer Facility. The Village agrees that any inspecting Village official shall be accompanied by at least one (1) Company representative during the site inspection, and that all applicable safety rules will be followed by the Village.

### **14. ASSIGNMENT OF RIGHTS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. The Company shall not subcontract, assign or transfer this Agreement, in whole or in part, or its rights or obligations hereunder, directly or indirectly, by operation of law or otherwise without the express written consent of the Village, which consent shall not be unreasonably withheld.

## **15. INSURANCE**

The Company shall purchase and maintain or cause to be purchased and maintained in full force and effect at all times on and after the construction of the Transfer Facility and continuing at all times that waste is received at the Transfer Facility for the term of this Agreement, at a minimum, the following insurance coverage:

- a. Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and a combined limit of \$2,000,000.
- b. Excess liability insurance covering claims in excess of the underlying insurance described herein with a \$3,000,000 minimum limit.
- c. Workers Compensation Insurance as required by Illinois law and regulations. Employer's Liability Insurance in the amount of \$1,000,000 per accident Environmental Impairment and Liability Insurance (both onsite and offsite) in an amount not less than \$1,000,000 per occurrence and a combined limit of \$2,000,000 in the aggregate. The Company agrees to add and maintain the Village as an additional insured on all such policies of insurance coverage for the term of the Agreement at no cost to the Village.

## **16. INDEMNIFICATION**

To the fullest extent permitted by law, the Company hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injury in any way related to the Facility or the operation thereof including but not limited to all harm, deaths, loss, damages, claims, suits, proceedings (administrative, judicial or otherwise), liabilities, judgments, costs of

defense, expenses and fees including, but not limited to, attorney and expert fees, (all hereinafter collectively referred to as "injuries") which may in anyway accrue against the Village, its officials, agents and employees regardless of whether those injuries result in whole or in part as a consequence of any action or approval by the Village or the acts or conduct of the Company, or its successors or assigns, its employees, agents, or subcontractors. Further, the Company shall pay, without limitation, all reasonable costs, fees and expenses in any manner related to those injuries regardless of whether they may be characterized as fees of experts and attorneys chosen by the Village to represent it, all costs and expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the Village, its officials, agents and employees in such action, the Company shall, at its own expense, satisfy and discharge the same. In the circumstance that the Company disputes all or any portion of its liability hereunder, the Company first shall pay the reimbursement for costs, experts and attorneys fees and expenses listed above within 30 days of receiving an invoice from the Village, and shall continue to pay all such fees and costs until such time as a court of competent jurisdiction determines, and the Village has exhausted all of its appellate rights, that: 1. the above paid fees and costs are not reasonable, at which time the difference between the amount paid by the Company and the amount found to be reasonable by the Court shall be refunded to the Company; and/or 2. The Company is not liable for such fees and costs, at which time the entire amount paid by Company shall be refunded to the Company. If a court makes either of the above determinations, the Village shall

repay any such money owed to Company within 90 days of the final determination or exhaustion of appellate rights.

The Company expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Company, shall in no way limit the responsibility of the Company to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

#### **17. BREACH AND REMEDIES**

a. The Company shall be in default under this Agreement upon the happening or occurrence of any of the events or conditions described below, each of which shall be an "Event of Default" for purposes of this Agreement:

i. The Company breaches or fails to observe or perform any of the Company's material obligations under this Agreement, unless within thirty (30) days after notice from Village specifying the nature of such breach or failure, the Company fails to cure such breach or failure;

ii. The Company is dissolved, or the Company existence is terminated and its business is permanently discontinued;

iii. The Company fails to pay, when due, any amount due hereunder, and such failure continues for a period of thirty (30) days following the receipt by the Company of notice of such failure; or

v. The Company is adjudicated as bankrupt or insolvent, or any order is entered for relief under any bankruptcy law with respect to the Company.

b. Upon an Event of Default described in Section 17(a)(i) through and

including Section 17(a)(iv), the Village shall be entitled to exercise all remedies available at law or in equity (including set-off and recoupment, and injunctive relief, and notwithstanding the requirements in Section 17(c) applicable to termination of this Agreement) or other appropriate proceedings, including, without limitations, bringing an action or actions from time to time for recovery of amounts due and unpaid by the Company.

c. In addition to, and not exclusive of the Village's remedies under Section 17(a) and 17(b), the Village shall have the right to terminate this Agreement without any further obligation hereunder, and in which case (subject to this Section 17(c)), the Company shall permanently cease any further operation of the Facility where there have been three (3) or more uncured Events of Default in any calendar year by the Company under this Agreement which materially and adversely impact the public health, safety and welfare. However, should the Company fail to comply with the indemnification requirements of this Agreement, there need be no other Events of Default prior the Village terminating this Agreement requiring the Company to cease any further operation of the Facility.

Pursuant to this Section, the Village must serve the Company with notice of its exercise of the remedy under this Section 17 to terminate this Agreement. Thereafter, the Company shall have thirty (30) days to cure any of such Event or Events of Default. The Company agrees that the Village shall not have an adequate remedy at law if the Village terminates the Agreement under this Section 17(c), and that the Village shall be entitled to equitable relief (including

preliminary and permanent injunctive relief) to enforce this Section 17(c).

d. Regardless of whether the Village exercises any of its rights under this Section, or whether the Company covers and cures any breach or failure as described and included in this Section, in the event there are five (5) or more material breaches of the Agreement in any calendar year the Village may, at its sole discretion, terminate this Agreement without any further obligation hereunder.

e. All rights and remedies of the Village set forth in this Agreement shall be cumulative, and no remedy available to the Village shall be exclusive of any other remedy. Rights and remedies afforded to the Village herein shall survive termination of this Agreement.

f. In no event shall either party, or its agents, employees, successors, assigns, consultants, suppliers or contractors be liable to the other party under this Agreement or to its members, officers, directors, partners, affiliates, agents, employees, successors, assigns, suppliers or contractors for special, indirect, consequential, punitive or exemplary damages of any nature of kind whatsoever, including loss of profits or revenue, loss of contracts, cost of capital or claims of customers, and each party hereby releases and covenants not to sue the other party therefore.

**18. NO CAUSE OF ACTION BY COMPANY FOR ACTIONS TAKEN BY VILLAGE PURSUANT TO SECTION 39.2 OF THE ACT.**

The Company covenants and agrees that, notwithstanding any provisions in this Agreement to the contrary, the Village has no duty or obligation under this Agreement, express or implied, to act or to not take action with respect to the

Company's request for siting approval for the Transfer Facility pursuant to Section 39.2 of the Act. The Company covenants and agrees that if the Village does not grant siting approval for the Transfer Facility pursuant to Section 39.2 of the Act, for any reason whatsoever, whether proper or improper, or whether due to mistakes or misstatements of law or fact during such siting approval process, the Company shall in no event have any claim or cause of action against the Village under this Agreement. Nothing in this Agreement shall be construed or deemed to be a covenant by the Village with respect to the Village's obligations under Section 39.2 of the Act, which obligations shall be separate and apart from any other obligations owed by the Village to the Company under the terms of this Agreement. The Company agrees that it shall not have any claim or cause of action against the Village under this Agreement for the City's failure to comply with Section 39.2 of the Act, and that its sole remedy for the City's failure to comply with Section 39.2 of the Act shall be to seek administrative/judicial review of the City's actions and conduct as provided for in the Act. Moreover, nothing herein shall be construed to limit either party's rights of appeal under the Act for actions taken by either Party pursuant to Section 39.2 of the Act.

#### **19. COVENANTS RUN WITH THE LAND**

The parties agree that the covenants, agreements and understandings contained in this Agreement, including without limitation the obligation to pay the Host Benefit Fee, (and the Additional Host Benefit Fee if applicable) touch and concern the Subject Property, and that such covenants, agreements, and understanding shall run with the Subject Property and any nonpayment

hereunder shall constitute a lien on the Subject Property. The Company agrees that the Village may prepare, and the Company shall promptly execute duplicate originals of an instrument, in recordable form, which will constitute a memorandum of Host Community Agreement, attaching an executed copy of this Agreement as an exhibit, and record such Memorandum in the Office of the Lake County, Illinois Recorder of Deeds.

#### **20. NOTICES**

Any notices to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested. Such notice shall be deemed communicated when delivered or two (2) business days from the date of mailing whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the other in accordance with this Section.

**TO THE VILLAGE AT:**

Village of Round Lake Park  
Attn: Mayor  
203 E. Lake Shore Drive  
Round Lake Park, IL 60073

**WITH A COPY TO:**

The Law Offices of Rudolph F. Magna  
Attn: Peter S. Karlovics  
P.O. Box 705  
Gurnee, IL 60031

**TO THE COMPANY AT:**

Lee Brandsma  
Chief Executive Officer  
Groot Industries, Inc.  
2500 Landmeier Road  
Elk Grove Village, IL 60007-2627

## 21. ASSURANCE OF PERFORMANCE AND GUARANTEE

The Company shall take in timely fashion all steps that are necessary to insure the prompt and complete performance and satisfaction of all liabilities, obligations, payments and duties of any type, kind or sort which may arise by operation of federal, state and local statute, law, rule, directive, ordinance or mandate, as well as the terms and conditions of this Agreement.

## 22. SEVERABILITY

If a court of competent jurisdiction holds or adjudges any provision of this Agreement invalid, said judgment shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of this Agreement that this Agreement would have been approved had such invalid provision, clause, sentence, paragraph, section, or part thereof not been included. However, should any provision hereof be held or adjudged to be invalid or if data required to be utilized herein becomes unavailable, the Parties shall negotiate in good faith reach agreement of a substitute provision or data (as the case may be) for inclusion herein by amendment which is valid and conforms to the intent of the Parties when entering into this Agreement.

No amendment, modification or changes to this Agreement shall be effective unless the same shall be in writing and duly executed by both the

Village and the Company.

**23. POLICE POWER SAVINGS CLAUSE**

Notwithstanding any provision herein to the contrary, nothing in this Agreement shall abridge, impair, or affect the police powers of the Village, and the Company shall comply with all applicable laws, regulations and ordinances (including applicable ordinances of the Village).

**24. GOVERNING LAW AND VENUE**

The laws of the State of Illinois shall govern this Agreement. Venue for the purposes of any dispute, which may arise between the Village and the Company, shall be deemed to be the Circuit Court in and for Lake County, Illinois.

**25. ASSURANCE OF PERFORMANCE AND GUARANTEE**

The Company shall take in a timely fashion all steps that are necessary to insure the prompt and complete performance and satisfaction of all liabilities, obligations, payments and duties of any type, kind, or sort which may arise by operation of federal, state and local statute, law, rule, directive, ordinance or mandate, as well as the terms and conditions of this Agreement.

In the event that final, nonappealable siting approval is granted by the Village to the Company for the Transfer Facility, in consideration of the benefits which would be received by the Village as set forth herein, the Village agrees to cooperate with the Company in the Company's efforts to obtain any and all necessary state and local permits and approvals for development and operation of the Transfer Facility at the Company's sole cost and expense. The Company

agrees to escrow and replenish funds to cover all reasonably related fees and costs as required by Chapter 158 of the Village Code.

**26. FORCE MAJEURE**

Neither the Village or the Company shall be liable for its failure to perform under this Agreement to the extent due to contingencies beyond its reasonable control, including, without limitation, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created.

**27. AUTHORITY TO ENTER INTO AGREEMENT**

The Company and the Village hereby represent and warrant to each other that the individuals executing this Agreement in their official capacities have been duly authorized and empowered to sign this Agreement. The Village shall provide the Company with a certified copy of the ordinance of its Village Board authorizing the execution of this Agreement by the undersigned representatives of

(left intentionally blank)

the Village. The Company shall provide the Village with a copy of the corporate resolution authorizing the execution of this Agreement by the undersigned representatives of the Company.

**28. BINDING EFFECT**

This Agreement shall bind the Parties, their successors, and assigns.

IN WITNESS WHEREOF, the Village and Company have caused this Agreement to be executed by their duly authorized representatives on the day and year written above.

VILLAGE OF ROUND LAKE PARK

GROOT INDUSTRIES, INC.

By: Jean McCue

Its: Mayor

By: Joe Bawden

Its: CEO

## EXHIBIT A

### SUBJECT PROPERTY DESCRIPTION

THAT PART OF LOT 5 IN LEO DEMEYER'S FIRST ADDITION TO ROUND LAKE PARK, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28 AND PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1957 AS DOCUMENT NO. 965885 IN BOOK 34 OF PLATS ON PAGE 34, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5 ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE NO. 120, A DISTANCE OF 481.52 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AS MEASURED FROM EAST TO NORTH FROM THE SOUTHERLY LINE OF SAID LOT 5, ALONG THE EASTERLY RIGHT OF WAY LINE OF PORTER DRIVE, A DISTANCE OF 340.45 FEET, TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID PORTER DRIVE, BEING A CURVED LINE, HAVING A RADIUS OF 437.72 FEET, AND BEING CONCAVE NORTHWESTERLY, A DISTANCE OF 15.50 FEET TO A CURVE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1010.00 FEET, TANGENT TO A LINE FORMING AN ANGLE OF 161 DEGREES 24 MINUTES 10 SECONDS FROM A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT (MEASURED CLOCKWISE THEREFROM) FOR A DISTANCE OF 48.13 FEET TO A LINE WHICH IS 772.55 SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5; THENCE EASTERLY ALONG SAID PARALLEL LINE 563.47 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID EAST LINE OF SAID LOT 5 BEING THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

## EXHIBIT B

The Consumer Price Index can currently be accessed from the United States Department of Labor, Bureau of Labor Statistics, website at the following address:

<http://bls.gov/cpi/#data>

The index pertaining to the Chicago-Gary-Kenosha, IL-IN-WI Area can be found under this “CPI Databases” section of the webpage. Select the “one-screen data search” option for the first database named “All Urban Consumers (Current Series).”

Upon opening the database search box, select “Chicago-Gary-Kenosha, IL-IN-WI” as the Area (listed under the “Midwest urban” category). For the Item, select “All items less food and energy.” Click the “Not Seasonally Adjusted” box, and then the grey “Get Data” button. This will pull up the monthly CPI data values for the Chicago-Gary-Kenosha MSA.

To calculate the percentage increase over the past calendar year, the following formula will be used:

$$\left( \left( \frac{CPI_{cm}}{CPI_{pm}} \right) - 1 \right) \times 100 = INF_{cy}$$

Where:

$CPI_{cm}$  = Index value for the current month

$CPI_{pm}$  = Index value for the same month, one calendar year prior

$INF_{cy}$  = The percentage rate of inflation over the prior calendar year

For example, the percentage increase that occurred in the Core CPI for Chicago-Gary-Kenosha over the calendar year from January 2011 to January 2012 was approximately 1.209 percent. This is calculated as follows:

$$\left( \left( \frac{221.403}{218.759} \right) - 1 \right) \times 100 = 1.208655988$$

Where:

$CPI_{cm}$  = Index value for the current month (Jan 2012) = 221.403

$CPI_{pm}$  = Index value for the same month, one calendar year prior (Jan 2011) = 218.759

$INF_{cy}$  = The percentage rate of inflation over the calendar year (Jan 2011- Jan 2012) = 1.209

EXHIBIT C  
ADDITIONAL HOST BENEFITS

The Company agrees to provide free waste collection and disposal services for :

Village events and Festivals.

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

## THE VILLAGE OF ROUND LAKE PARK

## ***CERTIFICATION OF DOCUMENTS***

I, Cindy Fazekas, Village Clerk of the Village of Round Lake Park, County of Lake, State of Illinois, do hereby certify that I am the duly appointed Clerk of the Village of Round Lake Park, and that I am the keeper and custodian of the records, files, proceedings, books, papers and reports of this Village, and that the attached is a true and correct copy of: Ordinance No. 13-5, "**AN ORDINANCE APPROVING A "FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT" BETWEEN THE VILLAGE OF ROUND LAKE PARK, ILLINOIS AND GROOT INDUSTRIES, INC.**"

Presented on the 16<sup>th</sup> day of April, 2013 and that the same was approved by the President and Board of Trustees on the 16<sup>th</sup> day of April, 2013. I do further certify that the original of which the foregoing is a true and correct copy is entrusted to me as the Clerk of the Village of Round Lake Park for safekeeping and that the original is now on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16<sup>th</sup> day of  
April, 2013.

Cynthia Foykas  
Village Clerk

### Corporate Seal

## VILLAGE OF ROUND LAKE PARK

ORDINANCE NO. 13-5

***AN ORDINANCE APPROVING A "FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT" BETWEEN THE VILLAGE OF ROUND LAKE PARK, ILLINOIS AND GROOT INDUSTRIES, INC.***

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ROUND LAKE PARK, ILLINOIS

ON

April 16, 2013

Published in pamphlet form by authority of the Village Board  
of the Village of Round Lake Park, Lake County, Illinois,  
this 16<sup>th</sup> day of April, 2013.

JEAN M. McCUE	President	ROBERT SEMINARY	Trustee
CINDY FAZEKAS	Clerk	CANDACE KENYON	Trustee
PETER S. KARLOVICS	Attorney	PATRICIA WILLIAMS	Trustee
		PAT GRAHAM	Trustee
		BOB CERRETTI	Trustee
		LINDA M. LUCASSEN	Trustee

ORDINANCE NO. 13 - 5

***AN ORDINANCE APPROVING AN "FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT" BETWEEN THE VILLAGE OF ROUND LAKE PARK, ILLINOIS AND GROOT INDUSTRIES, INC.***

***BE IT ORDAINED*** by the Mayor and Board of Trustees of the Village of Round Lake Park, Illinois, as follows:

**SECTION I:** That the attached "***FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT***" between the Village of Round Lake Park, Illinois and Groot Industries, Inc. (hereinafter "Agreement") be and is hereby approved and ratified.

**SECTION II:** That the Mayor is hereby directed and authorized to execute said Agreement on behalf of the Village of Round Lake Park and the Clerk shall attest to her signature and affix the seal of the Village to her certification.

**SECTION III:** That the Agreement shall be executed in several duplicate originals and duplicates of the executed Agreement shall be delivered to all parties thereto.

**SECTION IV:** That this ordinance shall be in full force and effect from and after its passage and approval as required by law.

Passed this 16<sup>th</sup> day of April, 2013.

<b><u>TRUSTEES</u></b>	<b>Ayes:</b>	<b>Nays:</b>	<b>Absent/Abstain</b>
ROBERT SEMINARY	<u>  </u>	<u>X</u>	<u>  </u>
CANDACE KENYON	<u>  </u>	<u>X</u>	<u>  </u>
PATRICIA WILLIAMS	<u>  </u>	<u>X</u>	<u>  </u>
PAT GRAHAM	<u>X</u>	<u>  </u>	<u>  </u>
BOB CERRETTI	<u>X</u>	<u>  </u>	<u>  </u>
LINDA M. LUCASSEN	<u>X</u>	<u>  </u>	<u>  </u>

*Mayor votes aye*

**APPROVED:**

By: Jean McCue Date: April 16, 2013  
Village President

**ATTEST:**

By: Cynthia Taylor  
Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on April 16, 2013.

I hereby certify that the above ordinance was published in pamphlet form on April 16, 2013, as provided by law.

By: Cynthia Taylor  
Village Clerk

**FIRST AMENDMENT TO  
HOST COMMUNITY AGREEMENT**

This First Amendment to Host to Community Agreement is made this the 16<sup>th</sup> day of April, 2013 by and between Groot Industries, Inc. (the "Company") and the Village of Round Lake Park, an Illinois Municipal Corporation (the "Village").

**WITNESSETH:**

WHEREAS, the Village and the Company have previously negotiated a "HOST COMMUNITY AGREEMENT" dated October 16, 2012 ("Host Agreement with the Village"); and

WHEREAS, the Company has negotiated a host agreements with the County of Lake and the Solid Waste Agency of Lake County (collectively, the "County"); and

WHEREAS, the Village desires that the Host Agreement with the Village be consistent with the aforesaid host agreements with the County; and

WHEREAS, accordingly in this amendment to the Host Agreement with the Village, the Village and the Company agree that the Village host fees should be calculated in a manner that minimizes the material that is not subject to the host fee thereby making it as simple as possible to verify the calculation of the host fees paid by the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Company agree that the definition of "Recyclables" in Section 2 as well as Sections 5(a) and 5(b) of the aforesaid Host Agreement with the Village dated on or about October 16, 2012 shall be deleted in their entirety and replaced with the following new definition of "Recyclables" in Section 2, and new Sections 5(a) and 5(b), to provide as follows:

## **2. DEFINITIONS**

"Recyclables" means any material, which would otherwise be disposed or discarded, which is separated from Municipal Waste at the source of generation so as to render it useable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products.

## **5. HOST BENEFIT FEE**

a. Host Benefit Fee. The Company shall pay to the Village a Host Benefit Fee, commencing on the Anniversary Date and continuing thereafter for the term of this Agreement on each ton of Waste Subject to the Host Fee. The Host Benefit Fee shall be considered general revenue to the Village and shall be calculated in accordance herewith. The Village agrees that it will neither levy nor collect or attempt to collect any additional fees or taxes or increase the amount of fees or taxes impacting the Company, the Company's property or any of the operations conducted thereon; provided, however, the foregoing restriction on the levy and collection of any additional fees or taxes by the Village shall not apply to: (i) any fee or tax which is uniformly assessed upon all members of a

class of taxpayers of which the Company is a member (other than a class of taxpayers based on ownership or operation of a waste transfer station or solid waste management facility), (ii) real estate taxes, (iii) ad valorem taxes similarly assessed on other property or operations, (iv) utility taxes (v) telecommunication taxes, (vi) any other fee or tax which the Company is obligated to pay pursuant to county, state, or federal law, or pursuant to the laws or regulations of any governmental entity with jurisdiction and (vii) sales taxes. If, despite the aforesaid, the Village levies, collects or attempts to levy or collect a fee or tax prohibited by this Agreement, the Company, may (subject to the Village's right to challenge the propriety of such deduction/offset), elect to pay such fee or tax, with written notice to the Village and deduct the amount thereof from any host benefit fee payable to the Village.

b. Calculation. The Company shall pay the Village a Host Benefit Fee on each ton of Waste Subject to the Host Fee in accordance with the following schedule:

Table 1. Host Benefit Fee Schedule

Daily Volume of Waste Subject to the Host Fee	Per Ton Fee
0- 1000 tons per day	\$1.60

Should, at any time, the Company wish to transport from the Transfer Facility more than 1000 tons per day of Waste Subject to the Host Fee the Company and the Village shall, prior thereto and in good faith, negotiate a host fee acceptable to the Parties.

The Host Benefit Fee shall be calculated on a quarterly basis, and applied to each ton of Waste Subject to the Host Fee during the previous quarter of each Operating Year. The Host Benefit Fee shall be calculated counting each day Monday through Friday of each week as a full operating day and each Saturday as a half operating day. Each quarter upon which the Host Benefit Fee is calculated shall coincide with the Village's fiscal year, which runs from May 1<sup>st</sup> of each year to April 30<sup>th</sup> of the following year.

The Host Benefit Fee shall not apply to waste accepted from the Village at no charge to the Village pursuant hereto where such material would otherwise fall within the definition of Waste Subject to the Host Fee.

IN WITNESS WHEREOF, the Village and Company have caused this First Amendment to be executed by their duly authorized representatives on the day and year written above.

VILLAGE OF ROUND LAKE PARK

By: Jean McCue

Its: Mayor

GROOT INDUSTRIES, INC.

By: Bob Brandwein

Its: CEO

## APPENDIX C.2

Host Agreement – Lake County

## HOST COMMUNITY AGREEMENT

This Host Community Agreement is made this the 9 day of April, 2013 by and between Groot Industries, Inc. (the "Company"), and Lake County, Illinois ("Lake County").

### WITNESSETH:

WHEREAS, the Company desires to file with the Village of Round Lake Park, Illinois a request for siting approval to construct and operate a transfer facility (the "Transfer Facility") on some or all of the property that is legally described in Exhibit A (the "Subject Property"), which is attached hereto and made a part hereof; and

WHEREAS, the Company desires to provide certain benefits to Lake County with respect to the Transfer Facility if the Transfer Facility obtains all required approvals and satisfies all conditions precedent set forth herein; and

WHEREAS, if the Village of Round Lake Park grants siting approval for the Transfer Facility, the Illinois Environmental Protection Agency issues appropriate and necessary permits for the development and operation of the Transfer Facility on the Subject Property, and the Transfer Facility is constructed, commences operations and receives waste, then the Company is willing to afford certain benefits as set forth herein to Lake County; and

WHEREAS, Lake County generally favors (in concept) properly designed and operated Transfer Facilities, which can be of great benefit and can facilitate and enhance

the clean, efficient, lawful, convenient and economical movement of municipal waste and recyclables from homes, businesses and industries; and

WHEREAS, all words used in this Agreement, which are not defined herein, but are defined in the Act and its corresponding regulations shall have the same definitions and meanings as found in the Act and its corresponding regulations in effect on the date of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lake County, and the Company agree as follows:

#### **1. INCORPORATION OF RECITALS**

Lake County and the Company agree that the foregoing recitals are material to this Agreement, and are hereby incorporated and made a part of this Agreement as if they were fully set forth herein.

#### **2. DEFINITIONS**

“Act” means the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

“Agreement” means this Host Community Agreement.

“Anniversary Date” means the date that Municipal Waste or Recyclables are first received at the Transfer Facility.

“Application” means the Company’s Application for siting approval for the Transfer Facility pursuant to Section 39.2 of the Illinois Environmental Protection Act (415 ILCS 39.2).

“Authorized Waste” means Municipal Waste, Landscape Waste and Recyclables as defined by Section 2 of this Agreement.

“Company” means Groot Industries, Inc. an Illinois corporation authorized to do business in Illinois.

“County” shall mean Lake County, Illinois, a local unit of government.

“Host Benefit Fee” means the per ton fee payable to Lake County, commencing on the Anniversary Date, as more fully set forth in Section 6 herein.

“Host Benefit Fee Adjustment” means the upward adjustment of the Host Benefit Fee, as set forth in Section 6(c).

“Landscape Waste” means landscape waste as defined in Section 3.270 of the Act.

“Municipal Waste” means garbage, general household and commercial waste, industrial lunchroom or office waste, landscape waste, construction or demolition debris, in accordance with Section 3.290 of the Act. Further, the term municipal waste does not include any: 1) hazardous substance, as defined by Section 3.215 of the Act, 2) hazardous waste, as defined by Section 3.220 of the Act, 3) industrial process waste, as defined by Section 3.235 of the Act, 4) pollution control waste, as defined by Section 3.335 of the Act, 5) sludge, as defined by Section 3.465 of the Act, and 6) special waste, as defined by Section 3.475 of the Act. Municipal Waste includes non-hazardous industrial wastes.

“Operating Year” means the year commencing on the Anniversary Date.

“Parties” means Lake County, and Company.

“Recyclables” means any material, which would otherwise be disposed or discarded, which is separated from Municipal Waste at the source of generation or at the Transfer Facility so as to render it useable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products.

“Subject Property” means the site described and shown in Exhibit A.

“Lake County” shall mean Lake County, Illinois, a unit of local government.

“Transfer Facility” means “transfer station” as defined by Section 3.500 of the Act, including the property on which the transfer station is located, which may include some or all of the property as described and shown in Exhibit A.

“Waste Subject to the Host Fee” means Municipal Waste, as defined herein, and any other material that is received by the Transfer Facility to the exclusion of only Landscape Waste and source-separated Recyclables collected curbside. Landscape Waste and source-separated Recyclables collected curbside shall be included within Waste Subject to the Host Fee if they are transported to a landfill or other disposal facility.

### **3. TERM OF AGREEMENT**

This Agreement commences on the date of execution, and shall remain in force and effect until the Transfer Facility ceases to operate. The Company agrees to exercise all commercially reasonable efforts to operate the Transfer Facility for a minimum of twenty (20) years. In addition, this Agreement will terminate if: (1) the Company elects (in writing) to cease its efforts to site a transfer station on the Subject Property, (2) if the Company ceases to use all reasonable and timely efforts to site a transfer station on the Subject Property, or (3) the Company ceases to use all reasonable and timely efforts to

commence operation of the transfer facility after (if ever) it receives final, nonappealable siting approval for the transfer facility.

#### **4. AUTHORIZED WASTE**

The Transfer Facility shall receive only waste that is acceptable pursuant to permit issued by the Illinois Environmental Protection Agency, which is anticipated to include Municipal Waste, Landscape Waste, and Recyclables ("Authorized Waste"). The Transfer Facility shall not knowingly receive any hazardous substance or hazardous waste, as those terms are defined in the Act. If any waste, other than Authorized Waste, is received at the Transfer Facility, it shall be promptly removed from the waste stream and transferred to an appropriate facility to be legally recycled or disposed of within an appropriate timeframe or placed back on the vehicle that transported said waste to the Transfer Facility. "Authorized Waste" as defined herein shall include Recyclables.

#### **5. HOST BENEFIT FEE**

a. Host Benefit Fee. The Company shall pay Lake County a Host Benefit Fee, commencing on the Anniversary Date and continuing thereafter for the term of this Agreement on each ton of Waste Subject to the Host Fee as defined herein. The Host Benefit Fee shall be calculated in accordance herewith. Such Host Fee shall be paid in lieu of any other solid waste surcharge or assessment otherwise allowed by county, state or federal law (including, but not limited to Section 22.15(j) of the Act) to be assessed against the Company or the Transfer Facility, but shall not preclude Lake County from assessing and collecting (or attempting to assess and collect) any such fees or surcharges from the operator of a landfill in Lake County to which such Waste is sent for disposal. Lake County agrees that it will neither levy nor collect, or attempt to levy or collect any

additional fees or taxes, or increase the amount of fees or taxes impacting the Company, the Company's property or any of the operations conducted thereon, provided, however, that the foregoing restriction on the levy and collection of any additional fees or taxes by Lake County shall not apply to: (i) any fee or tax which is uniformly assessed upon all members of a class of taxpayers of which the Company is a member (other than a class of taxpayers based on ownership or operation of a waste transfer station or solid waste management facility), (ii) real estate taxes, (iii) ad valorem taxes similarly assessed on other property or operations, (iv) utility taxes (v) telecommunication taxes, (vi) any other fee or tax which the Company is obligated to pay pursuant to county, state, or federal law, or pursuant to the laws or regulations of any governmental entity with jurisdiction. If, despite the aforesaid, Lake County levies, collects or attempts to levy or collect a fee or tax prohibited by this Agreement, the Company, may (subject to Lake County's right to challenge the propriety of any such deduction/offset), elect to pay any such fee or tax, with written notice to Lake County and deduct the amount thereof from any Host Benefit Fee payable to Lake County pursuant to the terms and conditions of this Agreement.

b. Calculation. The Company shall pay Lake County a Host Benefit Fee on each ton of Waste Subject to the Host Fee in accordance with the following schedule:

Table A. Host Benefit Fee Schedule	
Daily Volume of Waste Subject to the Host Fee	Per Ton Fee
0 – 600 tons per day	\$ .45
601 tons and above	\$ .55

The Host Benefit Fee shall be calculated on a daily basis, and paid on a quarterly basis, and applied to each ton of Waste Subject to the Host Fee during the previous

quarter of each Operating Year. Each such quarter shall coincide with Lake County's fiscal year, which runs from December 1<sup>st</sup> of each year to November 30<sup>th</sup> of the following year. Operating days shall be determined as follows: each operating day Monday through Friday shall count as one (1) operating day, and Saturday shall count as one half (1/2) operating day.

The Host Benefit Fee shall not apply to any Recyclables or Landscape Waste transferred through the Transfer Facility that do not fall within the meaning of Waste Subject to the Host Fee, or to any waste accepted from Lake County at no charge to Lake County pursuant hereto, where such material would otherwise fall within the definition of Waste Subject to the Host Fee.

c. Host Benefit Fee Adjustment. The Host Benefit Fee shall be adjusted on an annual basis after the first three (3) years from the Anniversary Date of the Agreement by the percentage change during the previous calendar year in the Revised Consumer Price Index for All Items (Chicago-Gary-Kenosha) published by the United States Department of Labor Statistics, which shall not exceed three percent (3%) in any given calendar year. The Annual Host Fee adjustment shall be capped at three percent (3%) through the tenth (10<sup>th</sup>) year from the Anniversary Date of this Agreement. Thereafter the Annual Host Benefit Fee adjustment shall be capped at five (5%) percent. However, if the percentage change and the CPI is negative, it shall be treated as being unchanged. Should, at any time, such calculation in Exhibit B become impossible, the parties shall negotiate in good faith to agree on an alternative method as close as reasonably possible in terms of results to that provided in Exhibit B. Lake County shall have the right to inspect, audit and contest any determination made by the Company that the Host Benefit

Fee was not payable on any material transported from the Transfer Facility. Lake County may dispute any payment statement submitted by the Company within two (2) years of receipt of such statement. In any such dispute, the Parties agree that if the Company has failed to maintain the records required under this Agreement, the Company shall carry the burden of proving that the Host Benefit Fee was not payable on said material. During the pendency of any dispute, the Company shall under any circumstances and in all events pay the undisputed portion of any such Host Benefit Fee.

d. Payment. The Host Benefit Fee shall be payable to Lake County on a quarterly basis. Each quarter upon which the Host Benefit Fee is calculated shall coincide with Lake County's fiscal year, which runs from December 1<sup>st</sup> of each year to November 30<sup>th</sup> of the following year. Such quarterly payments shall be paid to Lake County by the 30<sup>th</sup> day following the end of each quarter. Each payment shall be accompanied by a report documenting the data and methodology used to determine the payment amount.

## **6. WEIGHING OF TRANSFER STATION RECEIPTS**

For the purpose of calculating the Host Benefit Fee, the Company shall maintain and operate a certified scale, which shall be inspected and certified by the State of Illinois at the expense of the Company, at least once each calendar year.

## **7. RECORDS**

a. The Company shall maintain daily records of the amounts and types of Authorized Waste received at the Transfer Facility. Such records shall be maintained for a period of at least two (2) years. Such records shall include disposal tickets or logs, showing the amount in tons of Authorized Waste brought into the Transfer Facility,

recycled material and/or other materials recovered from such Authorized Waste, and Waste Subject to the Host Fee for each truck transferring material from the Transfer Facility. In addition, records shall be kept and shall be provided to Lake County upon written request regarding: (i) the hours of operation of the Transfer Facility, and (ii) the amount of the Host Benefit Fee payable on each ton of Waste Subject to the Host Fee in each calendar quarter, and the total Host Benefit Fee payable during each calendar quarter.

b. Lake County shall have the right to audit the records of the Company upon five (5) business days notice. At Lake County and the County's discretion, the audit may be performed by an accountant or other consultant selected by Lake County and the County.

c. The Company covenants and agrees to fully cooperate with Lake County and its designee during any audit and/or inspection, to respond timely and fully to any questions or request, and to make pertinent Company employees available for interviews.

d. Where such audit determines that the Company has underpaid the Host Benefit Fee, the Company shall pay the reasonable cost of the audit if the Company has underpaid by 5% or more.

Upon reasonable notice, Lake County, its authorized agents and representatives shall be permitted to inspect such records maintained by the Company. Lake County shall also be permitted to inspect any and all records maintained by the Company concerning the Waste Subject to the Host Fee, compliance with this Agreement, and/or compliance with any and all applicable federal, state and local laws, statutes, regulations,

rules and/or ordinances relating to the operation of the Transfer Facility. The Company shall provide digital or hard copies of any records at its cost if requested by Lake County.

## **8. ENVIRONMENTAL BENEFITS**

The Transfer Facility will reduce the amount of emissions otherwise generated by packer trucks by reducing the number of miles packer trucks need to travel within and around Lake County transporting waste for ultimate disposal. Reduced packer truck miles will also result in less wear and tear on Lake County roads, and also reduce the overall traffic impact and environmental impact of packer trucks within Lake County.

## **9. LAKE COUNTY SOLID WASTE MANAGEMENT PLAN**

The 2009 *Solid Waste Management Plan Update for Lake County, Illinois* sets forth recommendations related to the development of transfer stations. For purposes of the Application for the Transfer Facility, the questions identified in Recommendation T.5 may be addressed by the Company in any section of the Application, provided that a table of reference is also included in the Plan Consistency portion of the Application.

Lake County has reviewed the life cycle assessment model prepared on behalf of the company and attended and participated in the public meeting hosted by the Village of Round Lake Park on March 6, 2013. Lake County finds that life cycle assessment model and this Agreement fulfill the requirements of Recommendation T.6 and Recommendation A.1 of the 2009 *Solid Waste Management Plan Update for Lake County, Illinois*, and the proposed Transfer Facility is therefore consistent with Recommendation T.6 and Recommendation A.1 of the Lake County Solid Waste Management Plan.

## **10. COMPLIANCE WITH LAWS**

The Company shall strictly comply with all applicable laws, regulations and ordinances, as well as all final and non-appealable conditions of site location approval pursuant to Section 39.2 of the Act (should it be approved by the Village), as well as the terms, conditions, and requirements of any permit that is issued for the development and operation of the Transfer Facility and the terms and provisions of this Agreement.

## **11. TRANSFER FACILITY CONTROL MEASURES**

a. Litter Control. The Company shall control litter by discharging and loading all waste within the enclosed portion of the Transfer Facility. The Company shall use its best efforts to assure that vehicles hauling waste to, or removing waste from the Transfer Facility shall be suitably covered so as to prevent waste from leaving the vehicles. A fence to aid in the interception of any blowing litter shall surround the Transfer Facility. The Company shall diligently patrol the Subject Property during hours of operation to collect any litter. In addition, the Company shall abide by the litter control plan approved by the Village of Round Lake Park as a result of the siting process. At a minimum the Company will diligently patrol and remove litter from the Subject Property, all property owned or controlled by the Company, and public street and corresponding right-of-way within 1,500 feet of the Subject Property on a daily basis. In addition, the Company shall, at a minimum, patrol and remove litter from property within five hundred (500) feet of the aforesaid public streets and corresponding rights-of-way with the permission of the owner of said property, which permission the Company will diligently attempt to obtain.

b. Dust Control. All access drives, parking areas, storage areas and vehicle-maneuvering areas on the Subject Property shall be paved. The Company agrees to provide a street sweeper to remove mud and dust tracked on to hard surfaces inside and

outside the Transfer Facility, on property owned or controlled by the Company as well as well as public roads and right-of-ways included within the roadway boundaries within, at a minimum, one thousand (1,000) feet of the Subject Property on an as needed basis, but not less frequently than daily. Further a misting system shall be provided to help control dust inside the transfer building.

c. Odor Control. The Company agrees to conduct all waste handling and transfer operations completely indoors and will not emit any noticeable odor beyond the Transfer Facility boundary. The Company further agrees to have the tipping floor free of waste by the end of each operating day and incorporate appropriate odor controls within the Waste Transfer Station Building. Further, an odor neutralization system shall be provided, which system shall be included within the facility's misting system.

d. Noise Control. All equipment utilized for operations shall be equipped with mufflers or other sound suppressing devices required for compliance with applicable State statutes and regulations. Transfer Station Building doors will remain closed each day from the hours of 4:00 am to 8:00 am, and shall only be opened during this time period to allow for the arrival and/or departure of vehicles to and from the Transfer Station Building.

e. Rodent/Vector Control. The Company shall retain a pest control service on an on-going basis to address the potential for infestation by rodents and other vectors, whereby such service shall inspect the Transfer Facility on an as needed, but no less than monthly, basis.

f. Fire Control and Prevention. The Transfer Facility shall be equipped with a sprinkler system that is designed in accordance with the requirements of the Greater Round Lake Fire Protection District.

g. Storage. No waste or other material shall be left on the floor inside the transfer building or outside the transfer building on the Subject Property overnight. Waste may be kept temporarily in transfer trailers for no more than 24 hours (except on weekends and holidays), provided that such trailers are stored indoors and suitably covered. Empty transfer trailers may be stored outdoors for no more than 24 hours (except on weekends and holidays). No outside storage of empty roll-offs, other waste containers, and/or packer trucks shall be allowed other than necessary to meet the ongoing operational needs and requirements of the Subject Property.

h. Traffic. The Company shall ensure that the Subject Property contains adequate queuing space for vehicles waiting to access the Transfer Station Building. In addition, the Company shall (at its own expense) install such de-acceleration turning lanes as are necessary to minimize the impact on existing traffic flows.

i. Landscaping/Aesthetic Screening. The Company shall (at its own expense), implement a landscaping/aesthetic screening plan substantially the same as included and depicted in Exhibit C which is attached hereto and incorporated herein by this reference.

j. Minimum Measures. The various control measures contained herein represent minimum control measures which in no way limit the ability of the siting authority to impose further conditions upon siting approval, and/or limit the application of or ability of the primary host community to take any action regarding a nuisance and/or enforce any applicable law, ordinance or regulation.

k. The Company shall conduct all operations in a manner that does not cause a nuisance and is protective of the public health, safety, welfare and the environment.

## **12. INDEMNIFICATION**

To the fullest extent permitted by law, the Company hereby agrees to defend, indemnify and hold harmless the County, its officials, agents and employees, against all injury in any way related to the Transfer Facility or the operation thereof, including, but not limited to all harm, deaths, loss, damages (personal or property), claims, suits, proceedings (administrative, judicial or otherwise), liabilities, judgments, costs of defense, expenses and fees including, but not limited to, attorney and expert fees, (all hereinafter collectively referred to as "injuries") which may in anyway accrue against the Lake County, its officials, agents and employees, regardless of whether those injuries result in whole or in part as a consequence of any action or approval by County or the acts or conduct of the Company, or its successors or assigns, its employees, agents, or subcontractors.

## **13. INSURANCE**

The Company shall purchase and maintain or cause to be purchased and maintained in full force and effect at all times on and after the construction of the Transfer Facility and continuing at all times that waste is received at the Transfer Facility for the term of this Agreement the following insurance coverages:

- a. Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and a combined limit of \$2,000,000.
- b. Excess liability insurance covering claims in excess of the underlying insurance described in Section 15 (a) above, with a \$3,000,000 minimum limit.

- c. Workers Compensation Insurance as required by Illinois law and regulations.
- d. Employer's Liability Insurance in the amount of \$1,000,000 per accident
- e. Environmental Impairment and Liability Insurance (both onsite and offsite) in an amount not less than \$1,000,000 per occurrence and a combined limit of \$2,000,000 in the aggregate.

#### **14. NOTICES**

Any notices to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested. Such notice shall be deemed communicated when delivered or two (2) business days from the date of mailing whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the other in accordance with this Section.

**TO LAKE COUNTY AT:**

County Administrator

Lake County Government

18 N. County Street – 8<sup>th</sup> floor

Waukegan, IL 60085

**TO THE COMPANY AT:**

Lee Brandsma

CEO

Groot Industries, Inc.

2500 Landmeier Road

Elk Grove Village, IL 60007-2627

## **15. ASSURANCE OF PERFORMANCE AND GUARANTEE**

The Company shall take in timely fashion all steps that are necessary to insure the prompt and complete performance and satisfaction of all liabilities, obligations, payments and duties of any type, kind or sort which may arise by operation of federal, state and local statute, law, rule, directive, ordinance or mandate, as well as the terms and conditions of this Agreement.

## **16. COVENANTS RUN WITH THE LAND**

The parties agree that the covenants, agreements and understandings contained in this Agreement, including without limitation the obligation to pay the Host Benefit Fee, touch and concern the Subject Property, and that such covenants, agreements, and understanding shall run with the Subject Property and any nonpayment hereunder shall constitute a lien on the Subject Property. The Company agrees that Lake County may prepare, and the Company shall promptly execute duplicate originals of an instrument, in recordable form, which will constitute a memorandum of Host Community Agreement, attaching an executed copy of this Agreement as an exhibit, and record such Memorandum in the Office of the Lake County, Illinois Recorder of Deeds.

## **17. PRIORITY GIVEN TO LAKE COUNTY WASTE**

Commencing with the first day of operation and receipt of waste at the Transfer Facility, and continuing thereafter until the Transfer Facility ceases to operate and accept waste, the Company shall give priority to waste received from Lake County.

## **18. COMMENCEMENT OF OPERATIONS**

Unless otherwise agreed to in writing, the parties agree that operation of the Transfer Facility and initial receipt of waste at the Transfer Facility shall not commence/start earlier than June 1, 2016.

#### **19. SEVERABILITY**

If a court of competent jurisdiction holds or adjudges any provision of this Agreement invalid, said judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of this Agreement that this Agreement would have been approved had such invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

No amendment, modification or changes to this Agreement shall be effective unless the same shall be in writing and duly executed by Lake County and the Company.

#### **20. GOVERNING LAW AND VENUE**

The laws of the State of Illinois shall govern this Agreement. Venue for the purposes of any dispute which may arise between Lake County and the Company, shall be deemed to be the Circuit Court in and for Lake County, Illinois.

#### **21. FORCE MAJEURE**

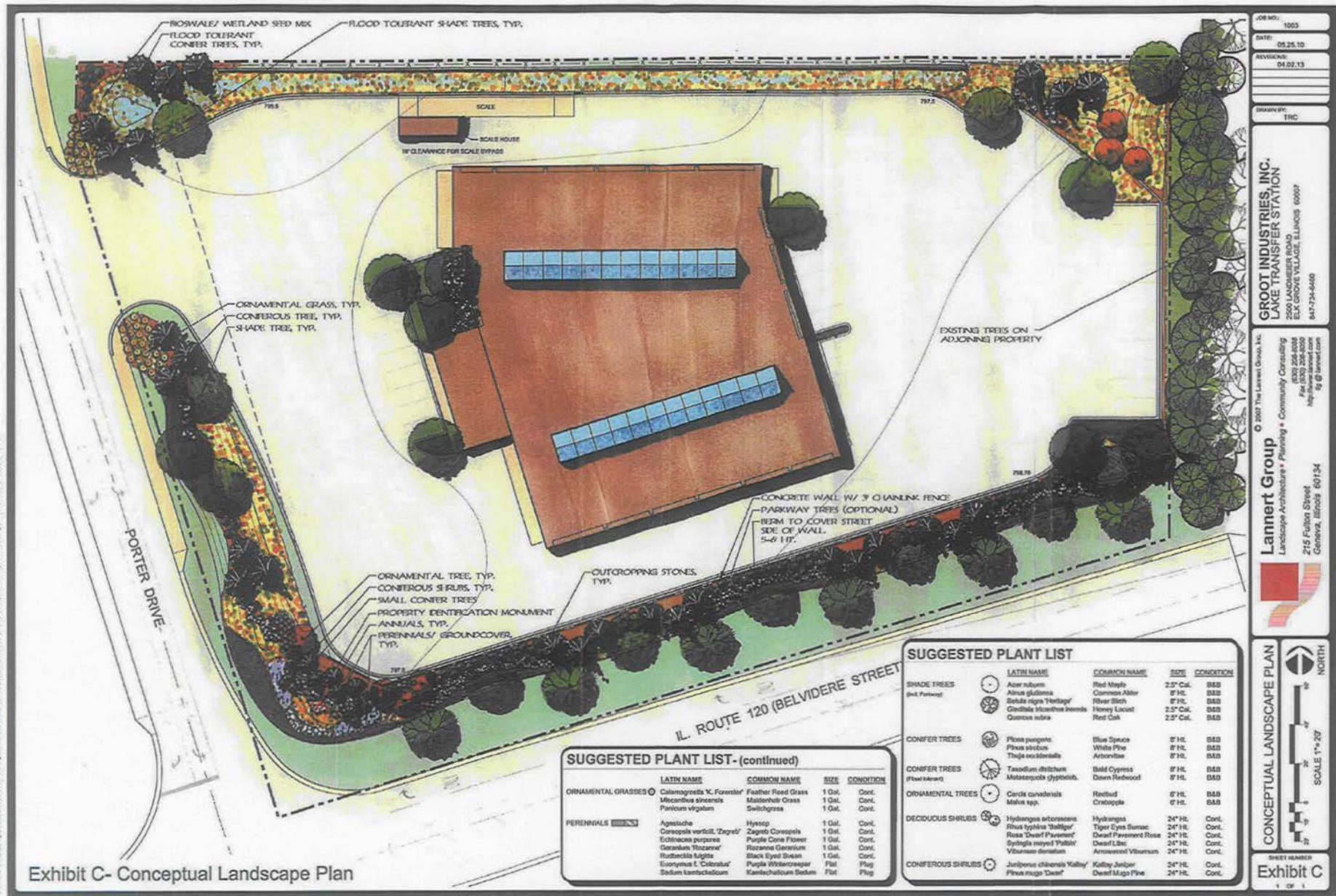
Neither Lake County or the Company shall be liable for its failure to perform under this Agreement to the extent due to contingencies beyond its reasonable control, including, without limitation, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any

LAKE COUNTY

By: Jason Taur  
Its: Chairman

GROOT INDUSTRIES

By: B. B. Groot  
Its: PRESIDENT



### Exhibit C- Conceptual Landscape Plan

## APPENDIX C.3

Host Agreement – SWALCO

## HOST COMMUNITY AGREEMENT

This Host Community Agreement is made this the 11<sup>th</sup> day of Apr. 1, 2013 by and between Groot Industries, Inc. (the "Company"), and the Solid Waste Agency of Lake County, IL ("SWALCO").

### WITNESSETH:

WHEREAS, the Company desires to file with the Village of Round Lake Park, Illinois a request for siting approval to construct and operate a transfer facility (the "Transfer Facility") on some or all of the property that is legally described in Exhibit A (the "Subject Property"), which is attached hereto and made a part hereof; and

WHEREAS, the Company desires to provide certain benefits to SWALCO with respect to the Transfer Facility if the Transfer Facility obtains all required approvals and satisfies all conditions precedent set forth herein; and

WHEREAS, if the Village of Round Lake Park grants siting approval for the Transfer Facility, the Illinois Environmental Protection Agency issues appropriate and necessary permits for the development and operation of the Transfer Facility on the Subject Property, and the Transfer Facility is constructed, commences operations and receives waste, then the Company is willing to afford certain benefits as set forth herein to SWALCO; and

WHEREAS, SWALCO generally favors (in concept) properly designed and operated Transfer Facilities, which can be of great benefit and can facilitate and enhance

the clean, efficient, lawful, convenient and economical movement of municipal waste and recyclables from homes, businesses and industries; and

WHEREAS, all words used in this Agreement, which are not defined herein, but are defined in the Act and its corresponding regulations shall have the same definitions and meanings as found in the Act and its corresponding regulations in effect on the date of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SWALCO, and the Company agree as follows:

**1. INCORPORATION OF RECITALS**

SWALCO and the Company agree that the foregoing recitals are material to this Agreement, and are hereby incorporated and made a part of this Agreement as if they were fully set forth herein.

**2. DEFINITIONS**

“Act” means the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

“Agreement” means this Host Community Agreement.

“Anniversary Date” means the date that Municipal Waste or Recyclables are first received at the Transfer Facility.

“Application” means the Company’s Application for siting approval for the Transfer Facility pursuant to Section 39.2 of the Illinois Environmental Protection Act (415 ILCS 39.2).

“Authorized Waste” means Municipal Waste, Landscape Waste and Recyclables as defined by Section 2 of this Agreement.

“Company” means Groot Industries, Inc. an Illinois corporation authorized to do business in Illinois.

“County” shall mean Lake County, Illinois, a local unit of government.

“Host Benefit Fee” means the per ton fee payable to SWALCO, commencing on the Anniversary Date, as more fully set forth in Section 6 herein.

“Host Benefit Fee Adjustment” means the upward adjustment of the Host Benefit Fee, as set forth in Section 6(c).

“Landscape Waste” means landscape waste as defined in Section 3.270 of the Act.

“Municipal Waste” means garbage, general household and commercial waste, industrial lunchroom or office waste, landscape waste, construction or demolition debris, in accordance with Section 3.290 of the Act. Further, the term municipal waste does not include any: 1) hazardous substance, as defined by Section 3.215 of the Act, 2) hazardous waste, as defined by Section 3.220 of the Act, 3) industrial process waste, as defined by Section 3.235 of the Act, 4) pollution control waste, as defined by Section 3.335 of the Act, 5) sludge, as defined by Section 3.465 of the Act, and 6) special waste, as defined by Section 3.475 of the Act. Municipal Waste includes non-hazardous industrial wastes.

“Operating Year” means the year commencing on the Anniversary Date.

“Parties” means the SWALCO, and Company.

“Recyclables” means any material, which would otherwise be disposed or discarded, which is separated from Municipal Waste at the source of generation or at the Transfer Facility so as to render it useable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products.

“Subject Property” means the site described and shown in Exhibit A.

“SWALCO” shall mean the Solid Waste Agency of Lake County, Illinois, a unit of local government.

“Transfer Facility” means “transfer station” as defined by Section 3.500 of the Act, including the property on which the transfer station is located, which may include some or all of the property as described and shown in Exhibit A.

“Waste Subject to the Host Fee” means Municipal Waste, as defined herein, and any other material that is received by the Transfer Facility to the exclusion of only Landscape Waste and source-separated Recyclables collected curbside. Landscape Waste and source-separated Recyclables collected curbside shall be included within Waste Subject to the Host Fee if they are transported to a landfill or other disposal facility.

### **3. TERM OF AGREEMENT**

This Agreement commences on the date of execution, and shall remain in force and effect until the Transfer Facility ceases to operate. The Company agrees to exercise all commercially reasonable efforts to operate the Transfer Facility for a minimum of twenty (20) years. In addition, this Agreement will terminate if: (1) the Company elects (in writing) to cease its efforts to site a transfer station on the Subject Property, (2) if the Company ceases to use all reasonable and timely efforts to site a transfer station on the

Subject Property, or (3) the Company ceases to use all reasonable and timely efforts to commence operation of the transfer facility after (if ever) it receives final, nonappealable siting approval for the transfer facility.

#### **4. AUTHORIZED WASTE**

The Transfer Facility shall receive only waste that is acceptable pursuant to permit issued by the Illinois Environmental Protection Agency, which is anticipated to include Municipal Waste, Landscape Waste, and Recyclables ("Authorized Waste"). The Transfer Facility shall not knowingly receive any hazardous substance or hazardous waste, as those terms are defined in the Act. If any waste, other than Authorized Waste, is received at the Transfer Facility, it shall be promptly removed from the waste stream and transferred to an appropriate facility to be legally recycled or disposed of within an appropriate timeframe or placed back on the vehicle that transported said waste to the Transfer Facility. "Authorized Waste" as defined herein shall include Recyclables.

#### **5. HOST BENEFIT FEE**

a. Host Benefit Fee. The Company shall pay SWALCO a Host Benefit Fee, commencing on the Anniversary Date and continuing thereafter for the term of this Agreement on each ton of Waste Subject to the Host Fee as defined herein. The Host Benefit Fee shall be calculated in accordance herewith. Such Host Fee shall be paid in lieu of any other solid waste surcharge or assessment otherwise allowed by county, state or federal law (including, but not limited to Section 22.15(j) of the Act) to be assessed against the Company or the Transfer Facility, but shall not preclude SWALCO from assessing and collecting (or attempting to assess and collect) any such fees or surcharges from the operator of a landfill in Lake County to which such Waste is sent for disposal.

SWALCO agrees that it will neither levy nor collect, or attempt to levy or collect any additional fees or taxes, or increase the amount of fees or taxes impacting the Company, the Company's property or any of the operations conducted thereon, provided, however, that the foregoing restriction on the levy and collection of any additional fees or taxes by the SWALCO shall not apply to: (i) any fee or tax which is uniformly assessed upon all members of a class of taxpayers of which the Company is a member (other than a class of taxpayers based on ownership or operation of a waste transfer station or solid waste management facility), (ii) real estate taxes, (iii) ad valorem taxes similarly assessed on other property or operations, (iv) utility taxes (v) telecommunication taxes, (vi) any other fee or tax which the Company is obligated to pay pursuant to county, state, or federal law, or pursuant to the laws or regulations of any governmental entity with jurisdiction. If, despite the aforesaid, SWALCO levies, collects or attempts to levy or collect a fee or tax prohibited by this Agreement, the Company, may (subject to SWALCO's right to challenge the propriety of any such deduction/offset), elect to pay any such fee or tax, with written notice to SWALCO and deduct the amount thereof from any Host Benefit Fee payable to SWALCO pursuant to the terms and conditions of this Agreement.

b. Calculation. The Company shall pay SWALCO a Host Benefit Fee on each ton of Waste Subject to the Host Fee in accordance with the following schedule:

Table A. Host Benefit Fee Schedule

Daily Volume of Waste Subject to the Host Fee	Per Ton Fee
0 – 600 tons per day	\$ .45
601 tons and above	\$ .55

The Host Benefit Fee shall be calculated on a daily basis, and paid on a quarterly basis, and applied to each ton of Waste Subject to the Host Fee during the previous quarter of each Operating Year. Each such quarter shall coincide with SWALCO's fiscal year, which runs from December 1<sup>st</sup> of each year to November 30<sup>th</sup> of the following year. Operating days shall be determined as follows: each operating day Monday through Friday shall count as one (1) operating day, and Saturday shall count as one half (1/2) operating day.

The Host Benefit Fee shall not apply to any Recyclables or Landscape Waste transferred through the Transfer Facility that do not fall within the meaning of Waste Subject to the Host Fee, or to any waste accepted from SWALCO at no charge to SWALCO pursuant hereto, where such material would otherwise fall within the definition of Waste Subject to the Host Fee.

c. Host Benefit Fee Adjustment. The Host Benefit Fee shall be adjusted on an annual basis after the first three (3) years from the Anniversary Date of the Agreement by the percentage change during the previous calendar year in the Revised Consumer Price Index for All Items (Chicago-Gary-Kenosha) published by the United States Department of Labor Statistics, which shall not exceed three percent (3%) in any given calendar year. The Annual Host Fee adjustment shall be capped at three percent (3%) through the tenth (10<sup>th</sup>) year from the Anniversary Date of this Agreement. Thereafter the Annual Host Benefit Fee adjustment shall be capped at five (5%) percent. However, if the percentage change and the CPI is negative, it shall be treated as being unchanged. Should, at any time, such calculation in Exhibit B become impossible, the parties shall negotiate in good faith to agree on an alternative method as close as reasonably possible

in terms of results to that provided in Exhibit B. SWALCO shall have the right to inspect, audit and contest any determination made by the Company that the Host Benefit Fee was not payable on any material transported from the Transfer Facility. SWALCO may dispute any payment statement submitted by the Company within two (2) years of receipt of such statement. In any such dispute, the Parties agree that if the Company has failed to maintain the records required under this Agreement, the Company shall carry the burden of proving that the Host Benefit Fee was not payable on said material. During the pendency of any dispute, the Company shall under any circumstances and in all events pay the undisputed portion of any such Host Benefit Fee.

d. Payment. The Host Benefit Fee shall be payable to SWALCO on a quarterly basis. Each quarter upon which the Host Benefit Fee is calculated shall coincide with SWALCO's fiscal year, which runs from December 1<sup>st</sup> of each year to November 30<sup>th</sup> of the following year. Such quarterly payments shall be paid to SWALCO by the 30<sup>th</sup> day following the end of each quarter. Each payment shall be accompanied by a report documenting the data and methodology used to determine the payment amount.

## **6. WEIGHING OF TRANSFER STATION RECEIPTS**

For the purpose of calculating the Host Benefit Fee, the Company shall maintain and operate a certified scale, which shall be inspected and certified by the State of Illinois at the expense of the Company, at least once each calendar year.

## **7. RECORDS**

a. The Company shall maintain daily records of the amounts and types of Authorized Waste received at the Transfer Facility. Such records shall be maintained for

a period of at least two (2) years. Such records shall include disposal tickets or logs, showing the amount in tons of Authorized Waste brought into the Transfer Facility, recycled material and/or other materials recovered from such Authorized Waste, and Waste Subject to the Host Fee for each truck transferring material from the Transfer Facility. In addition, records shall be kept and shall be provided to SWALCO upon written request regarding: (i) the hours of operation of the Transfer Facility, and (ii) the amount of the Host Benefit Fee payable on each ton of Waste Subject to the Host Fee in each calendar quarter, and the total Host Benefit Fee payable during each calendar quarter.

b. SWALCO shall have the right to audit the records of the Company upon five (5) business days notice. At SWALCO and the County's discretion, the audit may be performed by an accountant or other consultant selected by SWALCO and the County.

c. The Company covenants and agrees to fully cooperate with SWALCO and its designee during any audit and/or inspection, to respond timely and fully to any questions or request, and to make pertinent Company employees available for interviews.

d. Where such audit determines that the Company has underpaid the Host Benefit Fee, the Company shall pay the reasonable cost of the audit if the Company has underpaid by 5% or more.

Upon reasonable notice, SWALCO, its authorized agents and representatives shall be permitted to inspect such records maintained by the Company. SWALCO shall also be permitted to inspect any and all records maintained by the Company concerning the Waste Subject to the Host Fee, compliance with this Agreement, and/or compliance with any and all applicable federal, state and local laws, statutes, regulations, rules and/or

ordinances relating to the operation of the Transfer Facility. The Company shall provide digital or hard copies of any records at its cost if requested by SWALCO.

#### **8. ENVIRONMENTAL BENEFITS**

The Transfer Facility will reduce the amount of emissions otherwise generated by packer trucks by reducing the number of miles packer trucks need to travel within and around Lake County transporting waste for ultimate disposal. Reduced packer truck miles will also result in less wear and tear on Lake County roads, and also reduce the overall traffic impact and environmental impact of packer trucks within Lake County.

#### **9. LAKE COUNTY SOLID WASTE MANAGEMENT PLAN**

The 2009 *Solid Waste Management Plan Update for Lake County, Illinois* sets forth recommendations related to the development of transfer stations. For purposes of the Application for the Transfer Facility, the questions identified in Recommendation T.5 may be addressed by the Company in any section of the Application, provided that a table of reference is also included in the Plan Consistency portion of the Application.

SWALCO has reviewed the life cycle assessment model prepared on behalf of the company and attended and participated in the public meeting hosted by the Village of Round Lake Park on March 6, 2013. SWALCO finds that life cycle assessment model and this Agreement fulfill the requirements of Recommendation T.6 and Recommendation A.1 of the 2009 *Solid Waste Management Plan Update for Lake County, Illinois*, and the proposed Transfer Facility is therefore consistent with Recommendation T.6 and Recommendation A.1 of the Lake County Solid Waste Management Plan.

## **10. COMPLIANCE WITH LAWS**

The Company shall strictly comply with all applicable laws, regulations and ordinances, as well as all final and non-appealable conditions of site location approval pursuant to Section 39.2 of the Act (should it be approved by the Village), as well as the terms, conditions, and requirements of any permit that is issued for the development and operation of the Transfer Facility and the terms and provisions of this Agreement.

## **11. TRANSFER FACILITY CONTROL MEASURES**

a. Litter Control. The Company shall control litter by discharging and loading all waste within the enclosed portion of the Transfer Facility. The Company shall use its best efforts to assure that vehicles hauling waste to, or removing waste from the Transfer Facility shall be suitably covered so as to prevent waste from leaving the vehicles. A fence to aid in the interception of any blowing litter shall surround the Transfer Facility. The Company shall diligently patrol the Subject Property during hours of operation to collect any litter. In addition, the Company shall abide by the litter control plan approved by the Village of Round Lake Park as a result of the siting process. At a minimum the Company will diligently patrol and remove litter from the Subject Property, all property owned or controlled by the Company, and public street and corresponding right-of-way within 1,500 feet of the Subject Property on a daily basis. In addition, the Company shall, at a minimum, patrol and remove litter from property within five hundred (500) feet of the aforesaid public streets and corresponding rights-of-way with the permission of the owner of said property, which permission the Company will diligently attempt to obtain.

b. Dust Control. All access drives, parking areas, storage areas and vehicle-maneuvering areas on the Subject Property shall be paved. The Company agrees to

provide a street sweeper to remove mud and dust tracked on to hard surfaces inside and outside the Transfer Facility, on property owned or controlled by the Company as well as well as public roads and right-of-ways included within the roadway boundaries within, at a minimum, one thousand (1,000) feet of the Subject Property on an as needed basis, but not less frequently than daily. Further a misting system shall be provided to help control dust inside the transfer building.

c. Odor Control. The Company agrees to conduct all waste handling and transfer operations completely indoors and will not emit any noticeable odor beyond the Transfer Facility boundary. The Company further agrees to have the tipping floor free of waste by the end of each operating day and incorporate appropriate odor controls within the Waste Transfer Station Building. Further, an odor neutralization system shall be provided, which system shall be included within the facility's misting system.

d. Noise Control. All equipment utilized for operations shall be equipped with mufflers or other sound suppressing devices required for compliance with applicable State statutes and regulations. Transfer Station Building doors will remain closed each day from the hours of 4:00 am to 8:00 am, and shall only be opened during this time period to allow for the arrival and/or departure of vehicles to and from the Transfer Station Building.

e. Rodent/Vector Control. The Company shall retain a pest control service on an on-going basis to address the potential for infestation by rodents and other vectors, whereby such service shall inspect the Transfer Facility on an as needed, but no less than monthly, basis.

f. Fire Control and Prevention. The Transfer Facility shall be equipped with a sprinkler system that is designed in accordance with the requirements of the Greater Round Lake Fire Protection District.

g. Storage. No waste or other material shall be left on the floor inside the transfer building or outside the transfer building on the Subject Property overnight. Waste may be kept temporarily in transfer trailers for no more than 24 hours (except on weekends and holidays), provided that such trailers are stored indoors and suitably covered. Empty transfer trailers may be stored outdoors for no more than 24 hours (except on weekends and holidays). No outside storage of empty roll-offs, other waste containers, and/or packer trucks shall be allowed other than necessary to meet the ongoing operational needs and requirements of the Subject Property.

h. Traffic. The Company shall ensure that the Subject Property contains adequate queuing space for vehicles waiting to access the Transfer Station Building. In addition, the Company shall (at its own expense) install such de-acceleration turning lanes as are necessary to minimize the impact on existing traffic flows.

i. Landscaping/Aesthetic Screening. The Company shall (at its own expense), implement a landscaping/aesthetic screening plan substantially the same as included and depicted in Exhibit C which is attached hereto and incorporated herein by this reference.

j. Minimum Measures. The various control measures contained herein represent minimum control measures which in no way limit the ability of the siting authority to impose further conditions upon siting approval, and/or limit the application of or ability of the primary host community to take any action regarding a nuisance and/or enforce any applicable law, ordinance or regulation.

k. The Company shall conduct all operations in a manner that does not cause a nuisance and is protective of the public health, safety, welfare and the environment.

## **12. INDEMNIFICATION**

To the fullest extent permitted by law, the Company hereby agrees to defend, indemnify and hold harmless the SWALCO, its officials, agents and employees, against all injury in any way related to the Transfer Facility or the operation thereof, including, but not limited to all harm, deaths, loss, damages (personal or property), claims, suits, proceedings (administrative, judicial or otherwise), liabilities, judgments, costs of defense, expenses and fees including, but not limited to, attorney and expert fees, (all hereinafter collectively referred to as "injuries") which may in anyway accrue against the SWALCO, its officials, agents and employees, regardless of whether those injuries result in whole or in part as a consequence of any action or approval by SWALCO or the acts or conduct of the Company, or its successors or assigns, its employees, agents, or subcontractors.

## **13. INSURANCE**

The Company shall purchase and maintain or cause to be purchased and maintained in full force and effect at all times on and after the construction of the Transfer Facility and continuing at all times that waste is received at the Transfer Facility for the term of this Agreement the following insurance coverages:

- a. Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and a combined limit of \$2,000,000.
- b. Excess liability insurance covering claims in excess of the underlying insurance described in Section 15 (a) above, with a \$3,000,000 minimum limit.

- c. Workers Compensation Insurance as required by Illinois law and regulations.
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- e. Environmental Impairment and Liability Insurance (both onsite and offsite) in an amount not less than \$1,000,000 per occurrence and a combined limit of \$2,000,000 in the aggregate.

#### 14. NOTICES

Any notices to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested. Such notice shall be deemed communicated when delivered or two (2) business days from the date of mailing whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the other in accordance with this Section.

#### TO SWALCO AT:

Executive Director  
SWALCO  
1311 N. Estes Street  
Gurnee, IL 60031

#### TO THE COMPANY AT:

Lee Brandsma  
CEO  
Groot Industries, Inc.  
2500 Landmeier Road  
Elk Grove Village, IL 60007-2627

## **15. ASSURANCE OF PERFORMANCE AND GUARANTEE**

The Company shall take in timely fashion all steps that are necessary to insure the prompt and complete performance and satisfaction of all liabilities, obligations, payments and duties of any type, kind or sort which may arise by operation of federal, state and local statute, law, rule, directive, ordinance or mandate, as well as the terms and conditions of this Agreement.

## **16. COVENANTS RUN WITH THE LAND**

The parties agree that the covenants, agreements and understandings contained in this Agreement, including without limitation the obligation to pay the Host Benefit Fee, touch and concern the Subject Property, and that such covenants, agreements, and understanding shall run with the Subject Property and any nonpayment hereunder shall constitute a lien on the Subject Property. The Company agrees that SWALCO may prepare, and the Company shall promptly execute duplicate originals of an instrument, in recordable form, which will constitute a memorandum of Host Community Agreement, attaching an executed copy of this Agreement as an exhibit, and record such Memorandum in the Office of the Lake County, Illinois Recorder of Deeds.

## **17. PRIORITY GIVEN TO LAKE COUNTY WASTE**

Commencing with the first day of operation and receipt of waste at the Transfer Facility, and continuing thereafter until the Transfer Facility ceases to operate and accept waste, the Company shall give priority to waste received from Lake County.

**18. COMMENCEMENT OF OPERATIONS**

Unless otherwise agreed to in writing, the parties agree that operation of the Transfer Facility and initial receipt of waste at the Transfer Facility shall not commence/start earlier than June 1, 2016.

**19. SEVERABILITY**

If a court of competent jurisdiction holds or adjudges any provision of this Agreement invalid, said judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of this Agreement that this Agreement would have been approved had such invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

No amendment, modification or changes to this Agreement shall be effective unless the same shall be in writing and duly executed by SWALCO and the Company.

**20. GOVERNING LAW AND VENUE**

The laws of the State of Illinois shall govern this Agreement. Venue for the purposes of any dispute which may arise between SWALCO and the Company, shall be deemed to be the Circuit Court in and for Lake County, Illinois.

**21. FORCE MAJEURE**

Neither SWALCO or the Company shall be liable for its failure to perform under this Agreement to the extent due to contingencies beyond its reasonable control, including, without limitation, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any

other governmental body or any instrumentality thereof, whether now existing or hereafter created.

**22. AUTHORITY TO ENTER INTO AGREEMENT**

SWALCO and the Company hereby represent and warrant to each other that the individuals executing this Agreement in their official capacities have been duly authorized and empowered to sign this Agreement. SWALCO shall provide the Company with a certified copy of the ordinance of its Board authorizing the execution of this Agreement by the undersigned representatives of SWALCO. The Company shall provide the SWALCO with a copy of the corporate resolution authorizing the execution of this Agreement by the undersigned representatives of the Company.

IN WITNESS WHEREOF, SWALCO and the Company have caused this Agreement to be executed by their duly authorized representatives on the day and year written above.

SWALCO

By: Larry T. Mount

Its: Chairman, Board of Directors

GROOT INDUSTRIES

By: 

Its: President

EXHIBIT A

SUBJECT PROPERTY DESCRIPTION

THAT PART OF LOT 5 IN LEO DEMBEYER'S FIRST ADDITION TO ROUND LAKE PARK, BEING A SUBDIVISION OR PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28 AND PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1957 AS DOCUMENT NO. 965885 IN BOOK 34 OF PLATS ON PAGE 34, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5 ALSO BEING THE NORtherLY RIGHT OF WAY LINE OF STATE ROUTE NO. 120, A DISTANCE OF 481.52 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AS MEASURED FROM EAST TO NORTH FROM THE SOUTHERLY LINE OF SAID LOT 5, ALONG THE EASTERN RIGHT OF WAY LINE OF PORTER DRIVE, A DISTANCE OF 340.45 FEET, TO A POINT OF CURVATURE; THENCE NORtherLY ALONG THE EASTERN RIGHT OF WAY LINE OF SAID PORTER DRIVE, BRING A CURVED LINE, HAVING A RADIUS OF 437.72 FEET, AND BEING CONCAVE NORTHWESTERLY, A DISTANCE OF 15.50 FEET TO A CURVE; THENCE NORtherLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1010.00 FEET, TANGENT TO A LINE FORMING AN ANGLE OF 161 DEGREES 24 MINUTES 10 SECONDS FROM A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT (MEASURED CLOCKWISE THEREFROM) FOR A DISTANCE OF 48.13 FEET TO A LINE WHICH IS 772.55 SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5; THENCE EASTERLY ALONG SAID PARALLEL LINE 563.47 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID EAST LINE OF SAID LOT 5 BRING THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

## EXHIBIT B

The Consumer Price Index can currently be accessed from the United States Department of Labor, Bureau of Labor Statistics, website at the following address:

<http://bls.gov/cpi/#data>

The index pertaining to the Chicago-Gary-Kenosha, IL-IN-WI Area can be found under this "CPI Databases" section of the webpage. Select the "one-screen data search" option for the first database named "All Urban Consumers (Current Series)."

Upon opening the database search box, select "Chicago-Gary-Kenosha, IL-IN-WI" as the Area (listed under the "Midwest urban" category). For the Item, select "All items less food and energy." Click the "Not Seasonally Adjusted" box, and then the grey "Get Data" button. This will pull up the monthly CPI data values for the Chicago-Gary-Kenosha MSA.

To calculate the percentage increase over the past calendar year, the following formula will be used:

$$\left( \left( \frac{CPI_{cm}}{CPI_{pm}} \right) - 1 \right) \times 100 = INF_{cy}$$

Where:

$CPI_{cm}$  = Index value for the current month

$CPI_{pm}$  = Index value for the same month, one calendar year prior

$INF_{cy}$  = The percentage rate of inflation over the prior calendar year

For example, the percentage increase that occurred in the Core CPI for Chicago-Gary-Kenosha over the calendar year from January 2011 to January 2012 was approximately 1.209 percent. This is calculated as follows:

$$\left( \left( \frac{221.403}{218.759} \right) - 1 \right) \times 100 = 1.208839468$$

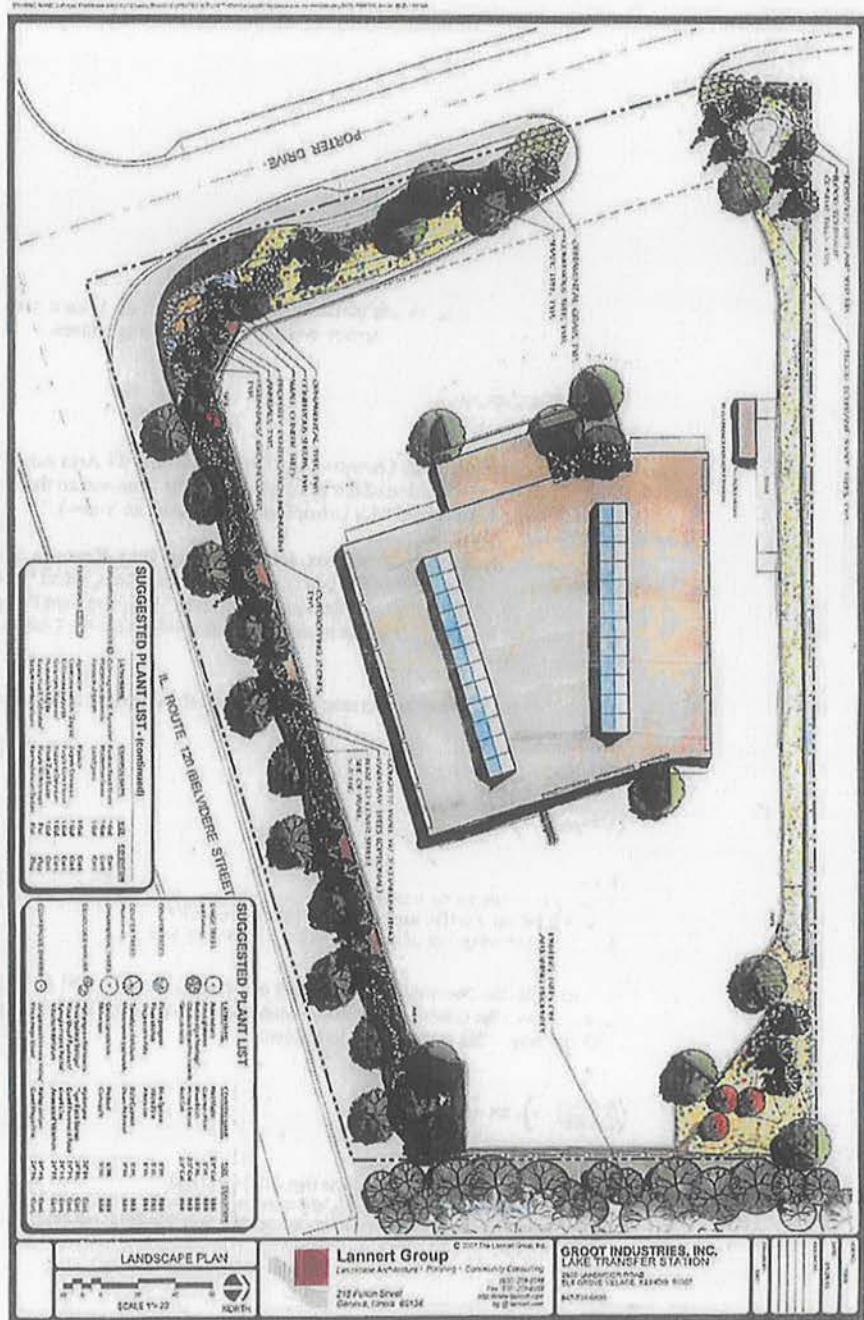
Where:

$CPI_{cm}$  = Index value for the current month (Jan 2012) = 221.403

$CPI_{pm}$  = Index value for the same month, one calendar year prior (Jan 2011) = 218.759

$INF_{cy}$  = The percentage rate of inflation over the calendar year (Jan 2011 - Jan 2012) = 1.209

EXHIBIT C  
CONCEPTUAL-LANDSCAPE PLAN



## APPENDIX D

Ownership Documentation

2 Parcels of land located at NE + NW  
Corners of IL Route 120 + *Ridge* *Brter* Drive, Round Lake Park,  
IL

Form No. 1402.06  
ALTA Owner's Policy (6-17-06)  
1100302P050600



Policy Page 1  
Policy Number: 421695

## OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

*First American Title Insurance Company*

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to Insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, varation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionIf a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely; or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

*First American Title Insurance Company*

By *Dave J. Hagan* *President*  
ATTEST *Mark H. Hagan* *Secretary*



#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state Insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### CONDITIONS

##### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes:
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title:
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is Insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

##### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

##### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as Insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

##### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

##### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.  
(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or  
(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:  
(i) the Amount of Insurance; or  
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as Insured,  
(i) the Amount of Insurance shall be increased by 10%, and  
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, as Insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

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## POLICY OF TITLE INSURANCE



## SCHEDULE A

### *First American Title Insurance Company*

Name and Address of Title Insurance Company:  
First American Title Insurance Company  
30 North LaSalle Street, Suite 2700  
Chicago, IL 60602

File No.: NCS-421695-CHI2

Policy No.: 421695

Amount of Insurance: \$2,750,000.00

Date of Policy: May 4, 2010

1. Name of Insured:

Groot Industries, Inc., a Delaware corporation

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple as to Parcels 1 and 2  
Easement as to Parcel 3 and easement rights as shown in Parcel 2

3. Title is vested in:

Groot Industries, Inc., a Delaware corporation

4. The Land referred to in this policy is described as follows:

Real property in the City of Round Lake Park, County of Lake, State of Illinois, described as follows:

#### **PARCEL 1:**

THAT PART OF LOT 5 IN LEO DEMEYER'S FIRST ADDITION TO ROUND LAKE PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 28 AND PART OF THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1957 AS DOCUMENT 965885 IN BOOK 34 OF PLATS ON PAGE 34, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 5; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5 ALSO BEING THE NORtherly RIGHT OF WAY LINE OF STATE ROUTE NO. 120, A DISTANCE OF 481.52 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AS MEASURED FROM EAST TO NORTH FROM THE SOUTHERLY LINE OF SAID LOT 5, ALONG THE EASTERLY RIGHT OF WAY LINE OF PORTER DRIVE, A DISTANCE OF 340.45 FEET, TO A POINT OF CURVATURE; THENCE NORtherly ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID PORTER DRIVE, BEING A CURVED LINE, HAVING A RADIUS OF 437.72 FEET, AND BEING CONCAVE NORtheasterly, A DISTANCE OF 65.36 FEET; THENCE EASTERLY ALONG A LINE WHICH IS 772.55 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 575.71 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 5 BEING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 250 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

#### **PARCEL 2:**

THAT PART OF LOTS 4 AND 5 AND THE VACATED STREETS LYING ADJACENT TO THESE LOTS IN LEO DEMEYER'S FIRST ADDITION TO ROUND LAKE PARK, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, AND OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 29, 1957, AS DOCUMENT NO. 965885, IN BOOK 34 OF PLATS, PAGE 34, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, SAID POINT BEING 1588.76 FEET SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID WEST LINE HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES EAST; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 887.24 FEET, TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 33; THENCE SOUTH 00 DEGREES 27 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, A DISTANCE OF 97.99 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF BELVIDERE ROAD (ILLINOIS ROUTE 120); THENCE NORTH 72 DEGREES 31 MINUTES 00 SECONDS EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BELVIDERE ROAD, A DISTANCE OF 437.24 FEET; THENCE NORTH 72 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BELVIDERE ROAD, A DISTANCE OF 402.92 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PORTER DRIVE; THENCE NORTH 17 DEGREES 14 MINUTES 00 SECONDS WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PORTER DRIVE, A DISTANCE OF 340.45 FEET TO A POINT OF CURVATURE; THENCE NORtherly AND EASTERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PORTER DRIVE, BEING A CURVED LINE HAVING A RADIUS OF 497.72 FEET AND BEING CONCAVE NORtheasterly, A DISTANCE OF 150.28 FEET (L.C. BEARS NORTH 8 DEGREES 35 MINUTES 00 SECONDS WEST, 149.71 FEET); THENCE NORTH 00 DEGREES 04 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY RIGHT-OF-WAY OF PORTER DRIVE, A DISTANCE OF 261.30 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 679.74 FEET TO THE PLACE OF BEGINNING, ALL IN THE VILLAGE OF ROUND LAKE PARK, IN LAKE COUNTY, ILLINOIS.

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT OF STORM WATER PIPES, END WALLS, MAN HOLES, BASINS, RELATED FACILITIES, AND ACCESS AS CREATED AND SET FORTH IN THE GRANT OF UTILITY EASEMENT RECORDED JUNE 14, 2005 AS INSTRUMENT NUMBER 5797130.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 CREATED BY DETENTION EASEMENT AGREEMENT DATED APRIL 29, 2010 AND RECORDED MAY 4, 2010 AS DOCUMENT 6599649 FOR DRAINAGE AND DISCHARGE OF STORM WATER OVER LOT 4 OF FINAL PLAT OF FERDINAND'S RESUBDIVISION RECORDED JANUARY 21, 2010 AS DOCUMENT 6565723.

## SCHEDULE B

File No.: NCS-421695-CH12

Policy No.: 421695

### EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General real estate taxes for the year(s) 2009, 2010 and subsequent years.  
The 2009 first installment taxes are due and payable, but not delinquent before June 3, 2010.  
The 2009 second installment taxes are due and payable, but not delinquent before September 3, 2010.  
The taxes for the year 2010 and subsequent years are not yet due and payable.  
  
Permanent Index Number: 06-28-307-027 (Affects Parcel 1)  
Permanent Index Number: 06-28-307-033 (Affects Part of Parcel 2)  
Permanent Index Number: 06-28-307-034 (Affects Part of Parcel 2)
2. Real Estate Acquisition Loan and Revolving Credit Agreement Mortgage dated April 22, 2010 and recorded May 4, 2010 as document 6599651 made by Groot Industries, Inc. to JPMorgan Chase Bank, N.A. to secure an indebtedness in the amount of \$1,657,500.00 and a revolving credit facility in the maximum principal amount of \$6,000,000.00, and the terms and conditions thereof.
3. Joint Resolution providing for the adoption of an Ordinance establishing rates, fees and charges for the use and service of selected Waterworks and Sewerage Systems of Lake County, recorded November 4, 1988 as Document 2737883, and the terms and provisions contained therein  
  
(Affects Parcel 2)
4. Terms, powers and provisions of an Ordinance regarding Watershed Development Permit Fee Schedule of Village of Round Lake Park, a copy of which was recorded as Document 3602069.  
  
(Affects Parcel 2)
5. Terms, conditions and provisions of Ordinance No. 2005-0-2 entitled Ordinance Annexing Certain Territory to the Round Lake Sanitary District (Ferdinand Property) recorded April 25, 2005 as Document 5769680.  
  
(Affects Parcel 2)
6. Terms and provisions as contained in the Grant of Utility Easement made by and between Thomas A. Demeyer, Mary E. Demeyer, Leo E. Demeyer, Thomas Demeyer, Richard Demeyer and John Demeyer; Mark R. Ferdinand; and The Village of Round Lake Park, recorded June 14, 2005 as document 5797130, for private storm water detention facility and systems, and water detention and transmission capacities, and the terms and provisions contained therein.  
  
(Affects the north 25 feet of Parcel 2 and the Insured Easement)
7. Rights of the Public, the State of Illinois and the Municipality in and to that part of Porter Drive and Belvidere Road, if any, taken or used for road purposes as disclosed by the Survey hereinafter described.

8. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
9. Survey made by Manhard Consulting Ltd dated April 27, 2010 as no. SRRLP2 6764 disclose the following matters:
  - a. asphalt pavement located north and adjoining encroaches over and onto Parcel 1 by 2.0' south
  - b. wood post located south and adjoining encroaches over and onto Parcel 1 by 0.5' northwest and 0.2' west
  - c. metal post located south and adjoining encroaches over and onto Parcel 1 by 0.9' northwest
  - d. gravel portions of roadways over and onto the southwest corner of Parcel 1 by undisclosed amounts
  - e. interest of utility companies to maintain equipment on Parcel 1 including storm line and flared end section at the southwest corner of Parcel 1, and electric line at the northwest corner of Parcel 1
  - f. chain link fence located north and adjoining encroaches over and onto Parcel 2 by 0.8' south
  - g. interest of utility companies to maintain equipment on Parcel 2 including overhead wires near the east line, the southeast corner and the southwest corner, utility poles, utility pole with lights, storm lines, storm manholes, flared end sections, 18" RCP and ditch/swale located on Parcel 2.
10. Terms, conditions and provisions of the document creating the easement described in Schedule A, together with the rights of the adjoining owners in and to the concurrent use of said easement. (Affects Parcel 3)
11. This Policy should not be construed as insuring access or contiguity between Easement Parcel 3 and the Fee Parcels 1 and 2.

*Note: If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.*

End of Schedule B

## ENDORSEMENT

Attached to Policy No. 421695

Issued by

*First American Title Insurance Company*

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Porter Drive and Belvidere Road (State Route 120) (the "Street(s)"), (ii) the Street(s) is/are not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that/those portion(s) of the Street(s) abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) Increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 17-06 (Access and Entry)  
Adopted 6/17/06

## ENDORSEMENT

Attached to Policy No. NCS-421695-CHI2

Issued By

First American Title Insurance Company

The Company hereby agrees to issue to subsequent purchasers, mortgagees, or lessees (including purchasers from the Insured lender by foreclosure or deed in lieu of foreclosure) policies of title insurance ("subsequent policies") in the form of this policy including all affirmative insurance and endorsements attached hereto subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by such policies; provided, however,

1. That the Company is doing business in the state where the land described in schedule a is located at the date of the issuance of the subsequent policy;
2. That this policy remains in effect immediately prior to the date of issuance of the subsequent policy;
3. That the Company's customary requirements for the issuance of the subsequent policy have been satisfied, including, without limitation, the payment of the applicable premium for the policy; and
4. That reinsurance of risk under the subsequent policy which is either required by law, the Company's self-imposed risk retention limits or the proposed Insured is available at customary rates; and

Provided further, however, that with respect to any particular insurance risk covered by this policy, the Company reserves the right not to provide such future insurance if any of the following has occurred with respect to that risk:

- A. A change in the law has occurred, including administrative regulation, subsequent to date of policy;
- B. The Insured has received notice of any matter giving rise to a claim under this policy prior to the date of the issuance of the subsequent policy; or
- C. The Insured has changed the location, use, or extent of the improvements on the property in a way that would increase the risk of liability of the Company with respect to the coverage related to such improvement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

F.A. Special  
Continuation of Coverage

## ENDORSEMENT

Attached to Policy No. 421695

Issued by

*First American Title Insurance Company*

The Company insures against loss or damage sustained by the Insured by reason of the failure of two vacant parcels, at the northeast and northwest intersection of Porter Drive and Belvidere Road (State Route 120), Round Lake Park, IL, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 22-06 (Location)  
Adopted 6/17/06

## ENDORSEMENT

Attached to Policy No. 421695

Issued by

***First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
  - a. Present violations on the Land of any enforceable covenants, conditions, or restrictions.
  - b. Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (i) establishes an easement on the Land, (ii) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant, or (iii) provides a right of reentry, possibility of reverter, or right of forfeiture because of violations on the Land of any enforceable covenants, conditions, or restrictions.
  - c. Any encroachment onto the Land of existing improvements located on adjoining land.
  - d. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
2. Damage to improvements (excluding lawns, shrubbery, or trees) constructed on the Land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they do not include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.

As used in paragraph 1.a., the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 9.4-06 (Restrictions, Encroachments, Minerals-  
Owner's Policy - Unimproved Land)  
Adopted 6/17/06

## ENDORSEMENT

Attached to Policy No. 421695

Issued by

***First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel:	Tax Identification Numbers:
Parcel 1	06-28-307-027
Part of Parcel 2	06-28-307-033
Balance of Parcel 2	06-28-307-034

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes assessed against the servient estate.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 18.1-06 (Multiple Tax Parcel)  
Adopted 6/17/06

## ENDORSEMENT

Attached to Policy No. 421695

Issued by

***First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 26-06 (Subdivision)  
Adopted 10/16/08

**ENDORSEMENT**

**Attached to Policy No. 421695**

**Issued by**

***First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Manhard Consulting Ltd dated April 27, 2010, and designated Job No. SRRLP2 6764.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 25-06 (Same as Survey)  
Adopted 10/16/08

## ENDORSEMENT

Attached to Policy No. 421695

Issued by

***First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: [CHECK ALL THAT APPLY]

<input checked="" type="checkbox"/> Water service	<input checked="" type="checkbox"/> Natural gas service	<input checked="" type="checkbox"/> Telephone service
<input checked="" type="checkbox"/> Electrical power service	<input checked="" type="checkbox"/> Sanitary sewer	<input checked="" type="checkbox"/> Storm water drainage
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements ; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 17.2-06 (Utility Access)  
Adopted 10/16/08

**ENDORSEMENT**

**Attached to Policy No. 421695**

**Issued by**

***First American Title Insurance Company***

The Policy is hereby amended by deleting paragraph no. 14 from the Conditions of the Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

F.A. Special  
Deletion of Arbitration - 06

## ENDORSEMENT

Attached to Policy No. 421695

Issued by

*First American Title Insurance Company*

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
  - a. According to applicable zoning ordinances and amendments, the Land is not classified Zone I-1 Limited Industrial District;
  - b. The following use or uses are not allowed under that classification: All manufacturing and industrial activities, including fabrication, processing, assembly, disassembly, repairing, cleaning, servicing, testing, packaging and storage of materials, products and goods that can be conducted wholly within enclosed buildings.
2. There shall be no liability under this endorsement based on
  - a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
  - b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
  - c. The refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 3-06 (Zoning)  
Adopted 6/17/06

F.A. Special  
Lack of Signatures

**ENDORSEMENT**

**Attached to Policy No. NCS-421695-CHI2**

**Issued By**

**First American Title Insurance Company**

The Company hereby assures the Insured that the Company will not deny liability under the policy or any endorsements issued therewith solely on the grounds that the policy and/or endorsement(s) were issued electronically and/or lack signatures in accordance with Paragraph 15 (c) of the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

*First American Title Insurance Company*

BY *Dennis J. Hefner* PRESIDENT  
ATTEST *Mark V. Slaney* SECRETARY





## PRIVACY POLICY

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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ENDORSEMENT  
ISSUED BY  
First American Title Insurance Company

Attached to Policy No. NCS-421695-CHI2 / File No.: 444603-003

DATE DOWN ENDORSEMENT 1

1. Schedule A of the above Policy is hereby amended as follows:

a. The effective date of the Policy is hereby extended from May 4, 2010 to Date of recording.

b. The description of the mortgage in Schedule A is hereby amended as follows:

Real Estate Acquisition Loan and Revolving Credit Agreement Mortgage dated April 22, 2010 and recorded May 4, 2010 as document 6599651 made by Groot Industries, Inc. to JPMorgan Chase Bank, N.A. to secure an indebtedness in the amount of \$1,657,500.00 and a revolving credit facility in the maximum principal amount of \$6,000,000.00.

Master Mortgage Modification Agreement made by and between GROOT INDUSTRIES, INC., a Delaware corporation (the "Mortgagor") and JPMORGAN CHASE BANK, N.A., dated \_\_\_\_\_ and recorded \_\_\_\_\_ as document \_\_\_\_\_.

c. The insurance amount shown in Schedule A is hereby amended to:  
2,700,000.00

2. Schedule B of the above Policy is hereby amended by modifying the following:

1. General real estate taxes for the year(s) 2009 second installment due September 3, 2010, 2010 and subsequent years, liens not yet due and payable.

Permanent Index Number: 06-28-307-027 (Affects Parcel 1)

Permanent Index Number: 06-28-307-033 (Affects Part of Parcel 2)

Permanent Index Number: 06-28-307-034 (Affects Part of Parcel 2)

This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, by reason of any claim which arises out of the transaction creating the Modification, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (1) the Modification being deemed a fraudulent conveyance or fraudulent transfer; or
- (2) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination because of the Modification; or
- (3) the Modification being deemed a preferential transfer except where the preferential transfer results from the failure:
  - (a) to timely record the instrument of transfer; or

(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

ENDORSEMENT

Attached to Policy No. NCS-421695-CHI2

Issued by

*First American Title Insurance Company*

The Company insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following:
  - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
  - b. Unless expressly excepted in Schedule B
    - i. Present violations on the Land of any enforceable covenants, conditions, or restrictions, or existing improvements on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
    - ii. Any Instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
    - iii. Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
    - iv. Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
    - v. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
2. Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of title to the estate or interest in the Land by the Insured, provided the violation results in:
  - a. the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
  - b. the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
3. Damage to existing improvements, including lawns, shrubbery, or trees:
  - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
  - b. resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

PRO FORMA

PRO FORMA



PRO FORMA

Page 4

PRO FORMA

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.

As used in paragraphs 1.b.i. and 5, the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 9-06 (Restrictions, Encroachments, Minerals)  
Adopted 6/17/06

## ENDORSEMENT

Attached to Policy No.

Issued by

*First American Title Insurance Company*

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
  - a. According to applicable zoning ordinances and amendments, the Land is not classified **Zone I-1, Limited Industrial District** ;
  - b. The following use or uses are not allowed under that classification: **All manufacturing and industrial activities, including fabrication, processing, assembly, disassembly, repairing, cleaning, servicing, testing, packaging and storage of materials, products and goods that can be conducted wholly within enclosed buildings.**
2. There shall be no liability under this endorsement based on
  - a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
  - b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
  - c. The refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 3-06 (Zoning)  
Adopted 6/17/06

**ENDORSEMENT****Attached to Policy No. NCS-421695-CHI2****Issued by*****First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from its provisions that provide for changes in the rate of interest.
2. Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the Insured Mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon:

1. usury, or
2. any consumer credit protection or truth in lending law.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 6-06 (Variable Rate Mortgage)  
Adopted 6/17/06

**ENDORSEMENT****Attached to Policy No. NCS-421695-CHI2****Issued by*****First American Title Insurance Company***

The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.

The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over

- (a) any environmental protection lien that, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or is filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided by any state statute in effect at Date of Policy, except environmental protection liens provided by the following state statutes:  
**65 ILCS 5/11-31-1(f)**

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 8.1-06 (Environmental Protection Lien)  
Adopted 6/17/06

**ENDORSEMENT****Attached to Policy No. NCS-421695-CHI2****Issued By****First American Title Insurance Company**

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained or incurred by the Insured by reason of the following:

1. Notwithstanding the terms or provisions of Paragraph 3(d) of the Exclusions from Coverage and Section 8(d) of the Conditions and Stipulations of the Policy to the contrary, advances made subsequent to the Date of Policy pursuant to, and strictly according to the terms of, the insured mortgage and revolving credit loan agreement shall be included within the coverage of the policy not to exceed the Amount of Insurance, notwithstanding that the principal indebtedness may have reached the Amount of Insurance and have been reduced from time to time preceding such subsequent advance; and
2. That such subsequent advances shall have the same priority over liens, encumbrances, and other matters as advances secured by the insured mortgage as of the Date of Policy, except for the following matters, if any, disclosed by the public records, or actually known to the insured, prior to the date of any such subsequent advance:
  - A. Ad valorem real estate taxes or special assessments levied against the property;
  - B. Mechanics' lien claims against the property;
  - C. Bankruptcies or Federal tax liens affecting the estate or interest of the mortgagor, mortgagors, or any of them.

This endorsement does not insure against loss or damage based upon usury nor any advance made in the period during which the insured has actual notice of a default under the terms of the insured mortgage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

F.A. Special  
Revolving Credit - IL

**ENDORSEMENT**

**Attached to Policy No. NCS-421695-CHI2**

**Issued by**

***First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from **Porter Drive and Belvidere Road (State Route 120)** (the "Street(s)"), (ii) the Street(s) is/are not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that/those portion(s) of the Street(s) abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 17-06 (Access and Entry)  
Adopted 6/17/06

**ENDORSEMENT****Attached to Policy No. NCS-421695-CHI2****Issued By****First American Title Insurance Company**

The Company hereby insures the Insured against loss or damage sustained or incurred by the Insured by reason of the land referred to in Schedule A not consisting of separate tax lot(s) or said lot(s) including any property not included within said land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

F.A. Form 64 (Revised 3/99)  
Separate Tax Lot

**ENDORSEMENT****Attached to Policy No. NCS-421695-CHI2****Issued by*****First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the of the Land to be contiguous to the ; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 19-06 (Contiguity-Multiple Parcels)  
Adopted 6/17/06

## ENDORSEMENT

Attached to Policy No. NCS-421695-CHI2

**Issued by**

## ***First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of the failure of a 2 parcels of vacant land, known as Northeast and Northwest corners of, IL Route 120 and Porter Drive, Round Lake Park, IL, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**American Land Title Association  
Endorsement 22-06 (Location)  
Adopted 6/17/06**

**ENDORSEMENT****Attached to Policy No. NCS-421695-CHI2****Issued by*****First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Manhard Consulting Ltd. dated April 27, 2010, and designated Job No. SRRLP2 6764 .

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 25-06 (Same as Survey)  
Adopted 10/16/08

**ENDORSEMENT****Attached to Policy No. NCS-421695-CHI2****Issued by*****First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness because the loan secured by the Insured Mortgage violates the usury law of the state where the Land is located.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 27-06 (Usury)  
Adopted 10/16/08

**ENDORSEMENT**

Attached to Policy No. NCS-421695-CHI2

Issued by

*First American Title Insurance Company*

The Policy is hereby amended by deleting paragraph no. 13 from the Conditions of the Policy.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, if any, nor does it extend the effective date of the policy and prior endorsements or increase the face amount thereof.

Deletion of Arbitration - 06

**ENDORSEMENT****Attached to Policy No.****Issued by*****First American Title Insurance Company***

The following policies are issued in conjunction with one another:

<u>POLICY NUMBER:</u>	<u>COUNTY:</u>	<u>STATE:</u>	<u>AMOUNT:</u>
NCS-444603-001	DuPage	IL	\$5,000,000.00
NCS-444603-002	DuPage	IL	\$5,000,000.00
NCS-444603-004	Lake	IL	4,500,000.00
NCS-444603-005	Cook	IL	\$16,000,000.00
NCS-444603-006	Cook	IL	\$2,000,000.00

Notwithstanding the provisions of Section 8(a)(i) of the Conditions of this policy, the Amount of Insurance available to cover the Company's liability for loss or damage under this policy at the time of payment of loss hereunder shall be the aggregate of the Amount of Insurance under this policy and the other policies identified above. At no time shall the Amount of Insurance under this policy and the other policies identified above exceed in the aggregate \$35,200,000.00. Subject to the provisions of Section 10(a) of the Conditions of the policies, all payments made by the Company under this policy or any of the other policies identified above, except the payments made for costs, attorney's fees, and expenses, shall reduce the aggregate Amount of Insurance by the amount of the payment.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 12-06 (Aggregation)  
Adopted 6/17/06

**ENDORSEMENT****Attached to Policy No.****Issued By*****First American Title Insurance Company***

The Company insures JPMORGAN CHASE BANK, N.A., against loss or damage sustained by said Insured by reason of any of the following:

- (a) The failure of the beneficial interest under the Insured Mortgage to have been transferred to said Insured by a valid assignment or assignments;
- (b) The existence of any reconveyance, either full or partial, of the Insured Mortgage, or any modification or subordination thereof, appearing in the Public Records.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

\_\_\_\_\_, 2010

CLTA Form 104.1-06 (03-09-07)  
ALTA - Lender

## ENDORSEMENT

Attached to Policy No.

Issued by

*First American Title Insurance Company*

The Company insures against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title at Date of Endorsement as a result of the agreement dated \_\_\_\_\_, 2010, recorded \_\_\_\_\_, 2010 ("Modification"); and
2. The lack of priority of the lien of the Insured Mortgage, at Date of Endorsement, over defects in or liens or encumbrances on the Title, except for those shown in the policy or any prior endorsement and except: \_\_\_\_\_, 2010

This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

1. the Modification being deemed a fraudulent conveyance or fraudulent transfer; or
2. the Modification being deemed a preferential transfer except where the preferential transfer results from the failure
  - a. to timely record the instrument of transfer; or
  - b. of such recordation to impart notice to a purchaser for value or to a judgment or lien creditor.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date of Endorsement:

American Land Title Association  
Endorsement 11-06 (Mortgage Modification)  
Adopted 6/17/06

**ENDORSEMENT**

**Attached to Policy No.**

**Issued by**

***First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association  
Endorsement 26-06 (Subdivision)  
Adopted 10/16/08

5952665

I, THE UNDERSIGNED  
 of First American Title Company do  
 hereby certify that the DEED  
 dated 11/18/2005, made between

Mark R. Ferdinand

and

The Rego Group, Ltd.

FILED FOR RECORD BY:  
 MARY ELLEN VANDERVENTER  
 LAKE COUNTY, IL RECORDER  
 02/27/2006 - 09:46:49 A.M.  
 RECEIPT #: 272298  
 RNSP \$10.00  
 DRAWER #: 14

FIRST AMERICAN TITLE  
 ORDER # 1205262

was present to First American Title  
 Company for Recordation. Further That said DEED has been lost and  
 the attached is a true and correct copy of the original document.

Mark Ferdinand  
 Signature

State of Illinois  
 County of COOK

1st AMERICAN TITLE order # 1205262

1501

I, the undersigned, a Notary Public in and for said county in the state of Illinois, certify that THE ABOVE SIGNED of First American Title Company personally known to me to be the same person whose name is personally known to me to be the same person whose name is subscribed and sworn to in the foregoing instrument, appeared before me this date in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the use and purpose therein set forth.

Given under my hand and seal this 8<sup>th</sup> Day of February, 2006

AD  
 Notary Public  
 Commission Expiration Date: 1/31/10



## WARRANTY DEED

This Indenture Witnesseth That, Mark R. Ferdinand, a single person, (party of the first part or the "Grantor",) in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey, Grant and Warrant unto The Rego Group, Ltd., an Illinois corporation, (party of the second part or the "Grantee"), 920 Livingston Lane, Inverness, Illinois, the following property, described real estate located in Lake County, Illinois, to wit:

The above space for Recorders use only

That part of Lots 4 and 5 and the northeast corner thereof, being adjacent to these Lots in Leo Demeyer's First Addition to Round Lake Park, being a Subdivision of the West Half of the Southwest Quarter of Section 28, and of the West Half of the Northwest Quarter of Section 33, Township 43 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof, recorded September 29, 1957, as Document No. 965885, in Book 34 of Plats, Page 34. Bounded by a Line Described as follows: Commencing at a Point on the West Line of the Southwest 1/4 of Section 28, said Point being 1584.76 feet South of the Southerly Right-Of-Way Line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, said West Line having an assumed bearing of South 0° -00' East; thence continuing South 0° -00' East, along the West line of the Southwest 1/4 of Section 28, a distance of 857.24 feet, to the Northwest corner of the Northwest 1/4 of Section 33; thence South 0° -37' -00" East, along the West line of the Northwest 1/4 of Section 33, a distance of 97.99 feet, to the Northerly Right-Of-Way line of Belvidere Road (Illinois Route 120); thence North 73° -31' -00" East, along the North Right-Of-Way of Belvidere Road, a distance of 437.24 feet; thence North 73° -46' -00" East, along the North Right-Of-Way line of Belvidere Road, a distance 402.92 feet, to the Westerly Right-Of-Way line of Porter Drive; thence North 17° -14' -00" West, along the Westerly Right-Of-Way line of Porter Drive, a distance of 340.45 feet a Point of Curvature; thence Northerly and Easterly, along the Westerly Right-Of-Way line of Porter Drive, being a curved line having a radius of 497.72 feet and being Concave North Easterly, a distance of 152.28 feet (I.C. bears North 8° -33' -00" West, 149.71 feet); thence North 0° -04' -00" East, along the Westerly Right-Of-Way of Porter Drive, a distance of 261.30 feet; thence North 90° -00' -00" West, a distance of 679.74 feet to the Place of Beginning, all in the Village of Round Lake Park, Lake County, Illinois.

PIN: 06-28-307-023 and 06-28-307-004 (includes the land described above and other property)

Commonly Known as the N.W. Corner of Illinois State Route 120 and Porter Drive, Round Lake Park, IL. *LOC73*

Grantor reserve unto himself, his personal representatives, heirs and assigns, such rights of ingress, egress and access to construct, maintain, own and operate certain utility installations, all in furtherance of, and as made and provided in that certain *Grant of Utility Easements* recorded in the Office of the Lake County Recorder of Deeds on June 14, 2003 as Document Number 3797130.

**SUBJECT TO:** (1) Lake County Real Estate Taxes for 2005 and subsequent full tax years.  
 (2) Covenants, Easements, Ordinances, Restrictions of Record.  
 (3) Rights of Way for roads, drainage tiles, ditches, feeders and laterals, if any.

Together with the tenements and appurtenances thereto belonging, conferring upon said party of the second part all of the power and authority hereunto belonging before conferred upon said party of the second part and hereby Releasing and Waiving all rights, if any, under and by virtue of the Homestead Exemption Laws of the State of Illinois. **TO HAVE AND TO HOLD SAID PREMISES FOREVER.**

IN WITNESS WHEREOF, the Grantor, aforesaid, executes and delivers this instrument on the 10<sup>th</sup> day of November, 2005. *2*

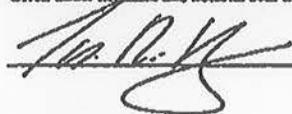
1st AMERICAN TITLE order # 12052102

*Mark R. Ferdinand*  
MARK R. FERDINAND

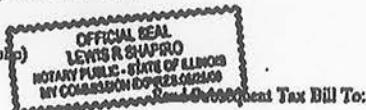
State of Illinois      )  
                             ) S.S.  
 County of Cook      )

I, LEWIS R. SHAPIRO, a Notary Public in and for said County, in the State above referred, do hereby certify that  
 MARK R. FERDINAND to me to be the same person whose name is subscribed to the foregoing instrument, appeared  
 before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act  
 for the uses and purposes herein set forth.

Given under my hand and notarial seal this 18 day of November 2005



(Notary Public)



Prepared By:  
 Lewis R. Shapiro  
 550 W. Frontage Road Suite 3620  
 Northfield, Illinois 60093  
 (847) 501-4390

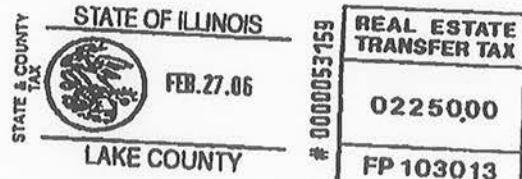
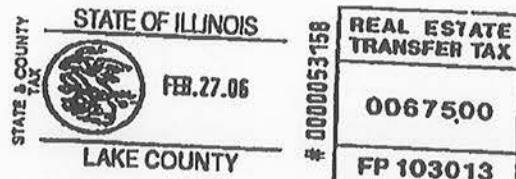
Rego Group, Ltd.

920 Livingston Lane, Inverness, Illinois  
 60067

MAIL TO:

Michael Ek, Esq.  
 120 W. Golf Road Suite 112  
 Schaumburg, Illinois 60195

PL # 1950.00



3

## PLAT ACT AFFIDAVIT

Mark R. Ferdinand, being duly sworn on oath states that he resides at 2319 Thompson Road, Bull Valley, Illinois; that the attached deed is not in violation of Section 1 of the Illinois Plat Act (736 ILCS 205.1) for one of the following reasons:

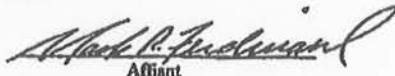
Section A. Said Deed is not applicable as grantor owns no adjoining property to the premises described in said Deed.

Section B. The conveyance falls within one of the following exemptions set forth in the Act at Paragraph (b) of Section 1:

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots and blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purpose or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyance made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract as determined by the dimensions and configurations of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

## CIRCLE THE LETTER OR NUMBER WHICH IS APPLICABLE TO THE ATTACHED DEED

Affiant further states that he makes this Affidavit for the purpose of notification to the Recorder of Deeds of Lake County, Illinois to accept the attached Deed for recording.

  
Affiant

Subscribed and Sworn To  
Before Me This 18  
Day of November 2005



## WARRANTY DEED

This Indenture Witnesseth That, Mark R. Ferdinand, a single person, (party of the first part or the "Grantor", ) in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey, Grant and Warrant unto The Rego Group, Ltd., an Illinois corporation, (party of the second part or the "Grantee"), 920 Livingston Lane, Inverness, Illinois, the following legally described real estate and the improvements thereto, located in Lake County, State of Illinois, to wit:

THAT PART OF LOT 5 IN LEO DEMEYER'S FIRST ADDITION TO ROUND LAKE PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 28 AND PART OF THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1957 AS DOCUMENT 965885 IN BOOK 34 OF PLATS ON PAGE 34, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 5; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5 ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 120, A DISTANCE OF 481.52 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AS MEASURED FROM EAST TO NORTH FROM THE SOUTHERLY LINE OF SAID LOT 5, ALONG THE EASTERLY RIGHT OF WAY LINE OF PORTER DRIVE, A DISTANCE OF 340.45 FEET, TO A POINT OF CURVATURE; THENCE NORtherly ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID PORTER DRIVE, BEING A CURVED LINE HAVING A RADIUS OF 437.72 FEET, AND BEING CONCAVE NORtheasterly, A DISTANCE OF 65.36 FEET; THENCE EASTERLY ALONG A LINE WHICH IS 772.55 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 575.71 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 5 BEING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 250 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

PIN: 06-28-307-023 (INCLUDES OTHER PROPERTY)  
COMMONLY KNOWN AS THE N.E. CORNER OF ILLINOIS STATE ROUTE 120 AND PORTER DRIVE, ROUND LAKE PARK, IL.

SUBJECT TO: (1) Lake County Real Estate Taxes for 2003 and subsequent full tax years.  
(2) Covenants, Easements, Restrictions of Record, if any.  
(3) Rights of Way for drainage tiles, ditches, feeders and laterals, if any.

## THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR

Together with the tenements and appurtenances thereunto belonging, conferring upon said party of the second part all of the power and authority hereunto belonging before conferred upon said party of the second part and hereby Releasing and Waiving all rights, if any; under-and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD SAID PREMISES FOREVER.

IN WITNESS WHEREOF, the Grantor, aforesaid, executes and delivers this instrument on the 17 day of MAY 2004.

  
MARK R. FERDINAND

5566270

State of Illinois      )  
                            ) S.S.  
County of Cook      )

I, Lewis R. Shapiro, a Notary Public in and for said County, in the State above referred, do hereby certify that MARK R. FERDINAND to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarized this 17 day of MAY 2004



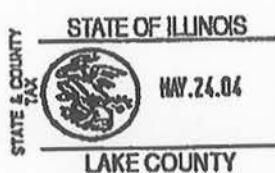
Prepared By:  
Lewis R. Shapiro  
550 W. Frontage Road Suite 2775  
Northfield, Illinois 60093  
(847) 501-4390

Send Subsequent Tax Bill To:

See Grantee  
Address

MAIL TO:

MICHAEL R. EK  
896 N. QUENTIN Rd  
PALATINE, IL 60067



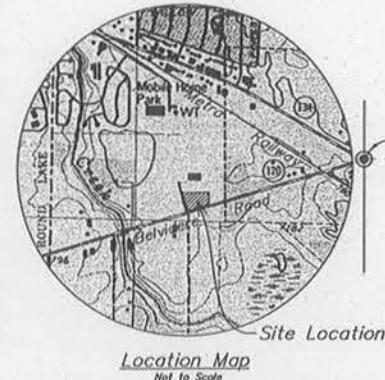
650  
5566270  
2

## APPENDIX E

Plat of Survey

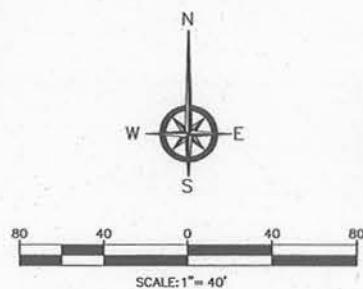
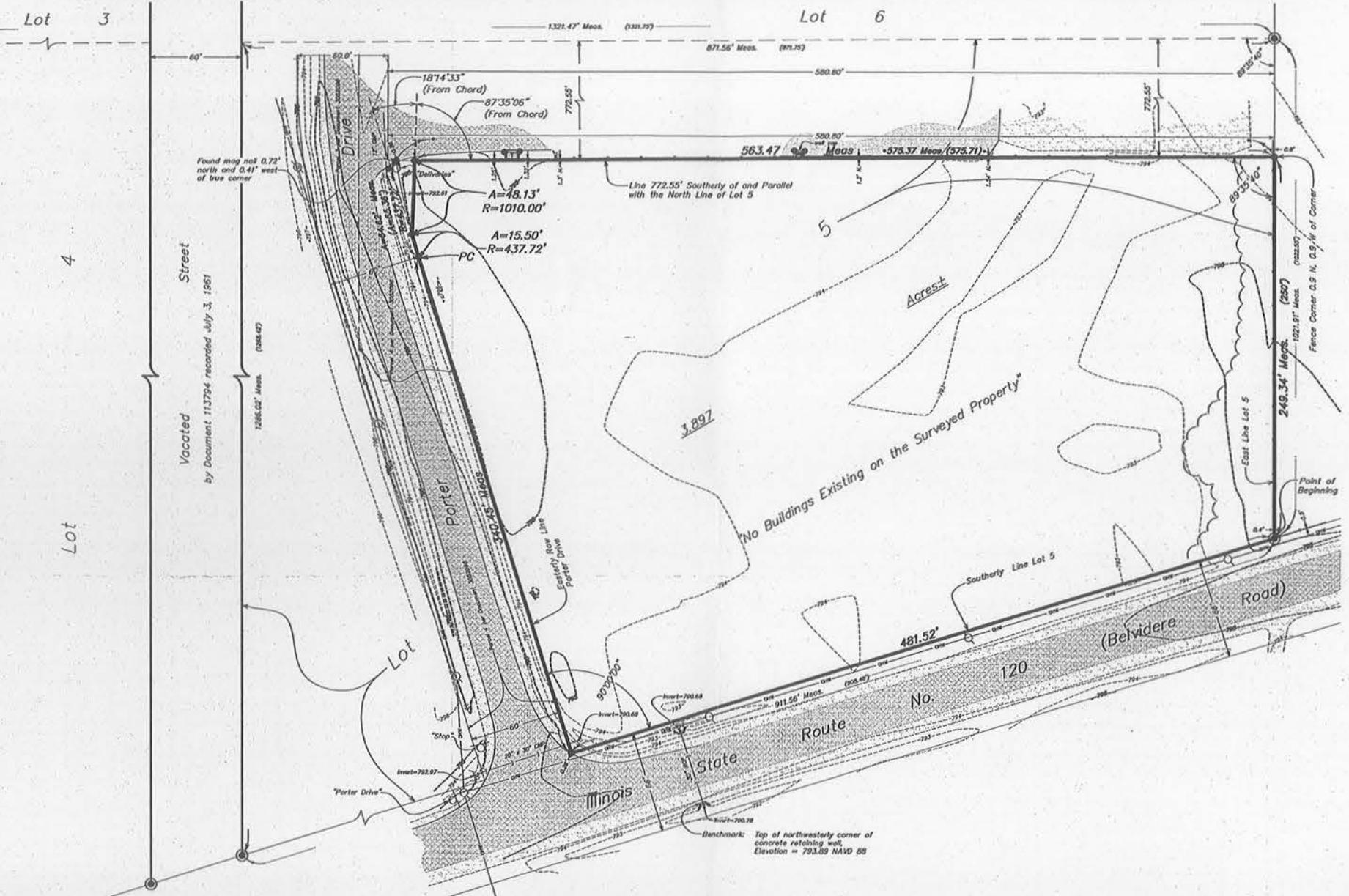
# ALTA / ACSM LAND TITLE SURVEY

THAT PART OF LOT 5 IN LEO DEMEYER'S FIRST ADDITION TO ROUND LAKE PARK, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28 AND PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1957 AS DOCUMENT NO. 965885 IN BOOK 34 OF PLATS ON PAGE 34, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5 ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE NO. 120, A DISTANCE OF 481.52 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 161 DEGREES 24 MINUTES 10 SECONDS AS MEASURED FROM EAST TO NORTH FROM THE SOUTHERLY LINE OF SAID LOT 5, ALONG THE EASTERN RIGHT OF WAY LINE OF PORTER DRIVE, A DISTANCE OF 340.45 FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1010.00 FEET, TANGENT TO A LINE FORMING AN ANGLE OF 161 DEGREES 24 MINUTES 10 SECONDS FROM A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT (MEASURED CLOCKWISE THEREFROM) FOR A DISTANCE OF 48.13 FEET TO A LINE WHICH IS 772.55 SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5; THENCE EASTERLY ALONG SAID PARALLEL LINE 563.47 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID EAST LINE OF SAID LOT 5 BEING THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



Site Location

Not to Scale

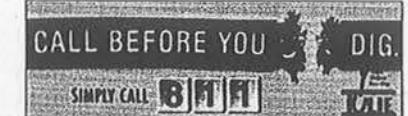


SCALE: 1" = 40'

- Indicates found original Iron Pipe set by Surveyor Frank F. Furton, Jr. for Leo Demeyer's 1st Addition to Round Lake Park on August 13, 1957.
- Indicates iron stoke
- R= Indicates radius
- Meas. Indicates measured data
- (60') Indicates record data
- Indicates fence post
- Indicates bollard
- Indicates electrical transformer
- Indicates utility pole
- Indicates utility pole with underground connection
- Indicates utility pole with anchor wire
- Indicates flared end section
- CMP Indicates corrugated metal pipe
- RCP Indicates reinforced concrete pipe
- Indicates approximate treeline
- Indicates concrete retaining wall
- Indicates center line of fence and/or fence line remnants (offset exaggerated to show direction)
- 18" RCP Indicates storm sewer line, pipe size, material and direction of flow
- over Indicates overhead wires
- asphalt Indicates asphalt surface
- concrete Indicates concrete surface
- gravel Indicates gravel surface
- contour Indicates contour line

PROJECT: ALTA / ACSM LAND TITLE SURVEY  
GROOT INDUSTRIES CONSTRUCTION  
& DEMOLITION RECYCLING FACILITY  
ROUND LAKE PARK, IL 60073  
PO# 794543-000 OP

CLIENT: SHAW ENVIRONMENTAL, INC.  
1607 E. MAIN ST.  
SUITE E  
ST. CHARLES, IL 60174



TO: FIRST AMERICAN TITLE INSURANCE COMPANY  
GROOT INDUSTRIES, INC., A DELAWARE CORPORATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4, 5, 7(A), 8, 9 AND 11(A) OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON OCTOBER 26, 2012.

DATE OF PLAT OR MAP: November 1, 2012

Russell P. Ory

Russell P. Ory, ILS 035.002753

LICENSE EXPIRES NOVEMBER 30, 2012

PROJECT No. 1800.001  
SCALE: 1" = 40'  
REVIEWED BY: RO  
CHECKED BY: MTR  
DRAWN BY: EB  
FIELD CREW: RO/DR  
FIELD DATE: 10/26/2012  
DATE: 11/01/2012  
ALTA / ACSM LAND TITLE SURVEY

SHEET NUMBER

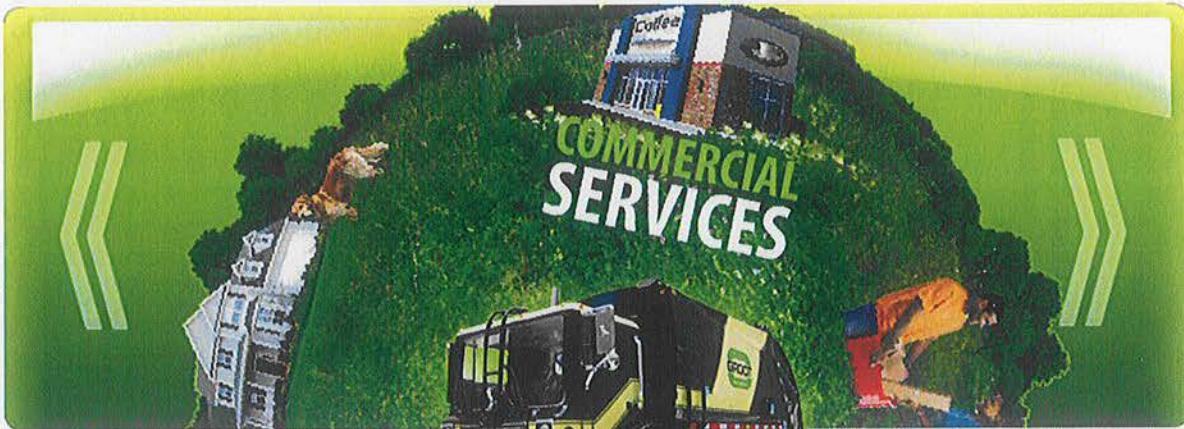
1 of 1

## APPENDIX F

Operator Information

## APPENDIX F.1

Company Information



## Trusted for Generations

Since our founding in 1914, we have built our reputation on consistency of performance and responsiveness to customer needs.

To maintain our position of leadership over the years, we strive to be on the forefront of quality service in waste collection, transfer station management, recycling collection, waste processing and waste transport.

 Being family owned and operated, we have a strong interest in your level of satisfaction with our service. We believe we are uniquely positioned to be of service to you, your company or community and the environment in which we live.

Please contact us today.

>

### Live Help

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with one of  
our Representatives

#### Paperless Invoice Option

Groot Now Offers Paperless Billing  
Want to go green by cutt...

#### Deer Park Document Destruction

Event 10/20/2012

Deer Park Document Destruction

Event - October 20, 2012 &nb...

#### Caution: Items Mixed in Curbside

Container May Create Fire Hazard

Caution: Items mixed in curbside

container may create fire h

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## Environmental Stewardship

### Groot Green, More than a Color

Recently, we were taken aback when one of our larger customers called and asked, "So, what's GROOT doing to 'Go Green'?" You see, we believe we have been "Green" for decades. But to set the record straight the following facts apply to Groot Industries' efforts with regard to our environmental stewardship. Please note the "firsts"



**1986** - Groot Industries spearheaded the **first** curbside recycling programs in northern Illinois thru multiple pilot programs and within 4 years expanded them to incorporate its entire residential customer base.

**1989** - Groot Industries built the **first** Midwestern MRF (Material Recovery Facility) capable of separating plastics into 4 different types - glass by color, tin, steel, and aluminum. In addition a second process to sort newspaper, junk mail, phone books and magazines was incorporated. This allowed our collection vehicles to be of the "two" sort variety instead of six to eight, saving tremendous amounts of time and fuel and making the collection of recyclables more economical.



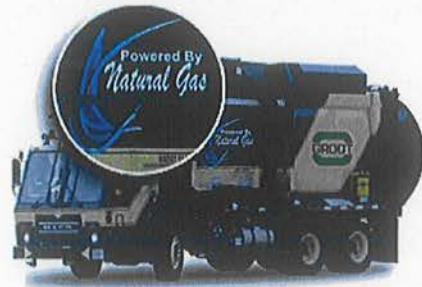
**1997** - Groot Industries designed and built the **first** SINGLE STREAM material recovery facility in the Midwest in conjunction with its Primary Waste Processing Facility. The single stream facility allowed us to mechanically separate the paper products from the other recyclables. This process allowed us to use the same type of vehicles used for the collection of waste as we use for recycling; two compartment specialized trucks were no longer required. Our Primary Waste Processing Facility also gave Groot Industries the ability to process "Blue Bag" recyclables which was a process required by the City of Chicago for a time. This system further can recycle about ten percent of "raw" waste which flows thru the facility.

We presently collect waste and recyclables from over 250,000 homes per week as well as thousands of business establishments in northern Illinois.

**2005** - Groot Industries began experimenting with alternate fuels in order to decrease our carbon footprint and searching for ways to power our vehicles more economically. We were the **first** waste and recycling company in Illinois to start using BIO-diesel fuel.



**2006** - Over 60 percent of our fleet operates on BIO-Diesel fuel



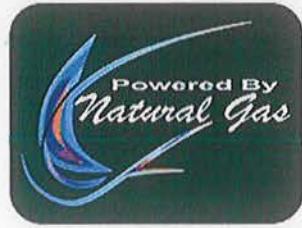
**2007** - 100% of our residential, recycling, and commercial and industrial collection vehicles operate on BIO-diesel, the **first** in the Midwest.

**2008** - Groot Industries makes a commitment to start converting its collection fleet to operate on Compressed Natural Gas (CNG). CNG is over 80% less polluting than pre-2007 diesels. ONE diesel engine idling is louder than TEN natural gas engines idling together.



Illinois Recycling Association  
Excellence in Recycling Award  
2009

**2009** - Groot Industries works with Mack Trucks to build the *first* 20 CNG trucks to come off their lines. We then proceeded to build a CNG refueling station for our fleet and now are the *first* waste industry company in the Midwest to start operating on compressed natural gas.



**2010** - The Clean Cities Coalition is an organization funded by the United States Department of Energy. Every year they evaluate organizations and people that best embody their mission by the use of alternative fuels. The "Clean Fuels Champion" award has been given to congressmen, businesses and local governments that stand out by going above and beyond in promoting or implementing alternate fuel vehicles and alternate fuels.

Groot Industries is honored to accept the 2010 "Clean Fuels Champion" award for what we have accomplished in the arena of compressed natural gas (CNG). We first made the commitment to start converting our fleet in 2008 and we now operate more CNG vehicles in the Midwest than any other company whether they be public, private or governmental.

Groot Industries will continue to be on the forefront of progressive energy efficient methods for operating its fleet.



**2011** - Groot Industries is honored to accept the Partnership Award for Innovative Energy Solutions for our accomplishments in the arena of compressed natural gas (CNG). This award was presented by the Energy Solutions Center, a non-profit organization of energy utilities and equipment manufacturers that promotes energy-efficient natural gas solutions and systems.

This year, in addition to continuing to purchase more CNG-powered collection vehicles, we have doubled the size of our fueling station capabilities. We also have included with the expansion of our facilities a secondary station to provide fuel for outside customers. This expansion will provide the much-needed infrastructure to promote and support the use of CNG by other types of transportation and service companies.



**2012** - We are pleased to be recognized and receive the 2012 Illinois Green Fleet Award as we continue to expand our Natural Gas Fleet capabilities.

The excerpt from the Illinois E.P.A. publication reads as follows: Groot Industries, a family operated waste hauler based in Elk Grove Village, has 33 refuse trucks that run on natural gas and has installed two natural gas refueling stations to share with other fleets. The Illinois Green Fleets program provides for "Green Environment, Green Energy, & Green Economics for a Green Illinois," through the use of clean alternate fuels, such as natural gas, biodiesel, ethanol, propane and electricity in their fleet vehicles, as well as retrofitting existing diesel trucks with clean technology options to reduce diesel particulates. Information regarding the program can be found at [www.illinoisgreenfleets.org](http://www.illinoisgreenfleets.org).

"These are family-owned and larger businesses, as well as public bodies, that have seen the value in supporting clean air, energy independence, jobs and providing insurance against the concern about high prices for gasoline and diesel," said Interim Illinois EPA Director John Kim. "These new Green Fleets join an elite fraternity of over 100 designated fleets throughout the state. We see more and more family-owned small businesses that are taking the initiative to purchase and convert their vehicles and equipment to run on a clean American fuel," said Darwin Burkhart, program manager for the Illinois EPA and Chairman of Chicago Area Clean Cities.

**GROOT GREEN** has always been more than just a color to us. It is the cornerstone of our attitude with regard to how we value our environment.



>

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with one of  
our Representatives



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## Recycling Services

Groot Industries has made substantial investments in the recycling industry as it has evolved. We feel we have played an important part in this evolution and will continue to explore new and innovative ways to collect and process all types of recyclable materials.

One of the best ways to promote and enhance recycling is by being able to provide user friendly, cost efficient programs. Please select which type of program suits you best.

-  **Residential Recycling**
-  **Industrial Recycling**
-  **Commercial Recycling**
-  **Construction Recycling**

CITY or ZIP CODE



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## Residential Waste Management



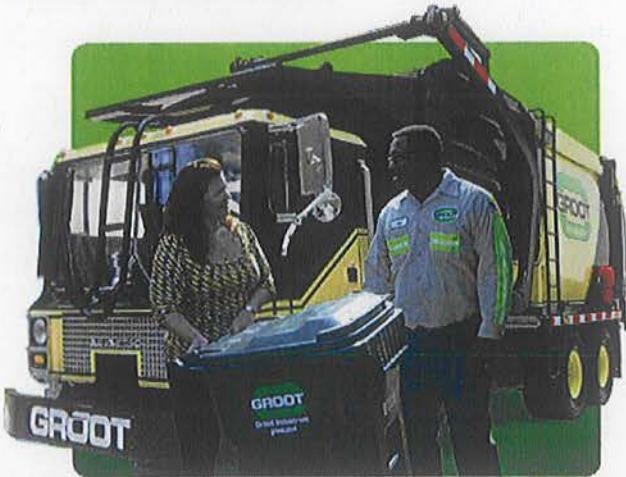
Now Serving Over **250,000** Homes Every Week

### Municipal and Subscription

Clean, well maintained, DOT-certified trucks highlight our commitment to the residential market. Professional uniformed and trained drivers operate with efficiency, practicality and the courtesy expected by homeowners. We provide regular safety meetings for our people and stress the importance of having good relations with every household we service.

We pride ourselves in providing personal quality collection services which in turn develops into long term relationships.

Talk to our customer service departments and hear for yourself. Our people live locally and are professional, courteous, and prompt.



**Wondering about service for your home or holiday schedules?**

**Use the Services in Your Area button below and go to RESIDENTIAL.**

**To sign up for Subscription Waste Collection Services call us or contact us via the website.**



CITY or ZIP CODE



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## Commercial Waste Management

Businesses with smaller amounts of commercial waste can sometimes get lost by giant waste hauling corporations. The specialized needs of our customers are addressed with easily adaptable schedules and equipment. Our trucks are equipped with GPS which enable us to track every customer and record the exact time of day service was provided. This also allows us to respond quickly to special service requests by immediately identifying trucks in close proximity to your business. SERVICE - This is the foundation upon which our success has been built since 1914.



## PROPERTY MANAGEMENT SOLID WASTE COLLECTIONS



Our company prides itself in the many relationships we have established with property management companies and individual associations in Chicago and the metropolitan area. Through dependable service and consistent fair pricing, Groot strives to grow with your company as the most headache-free service provider.

Management companies enjoy doing business with Groot because wherever in the Northern Illinois Region your property is, you work with the same account executive. You will never have to deal with multiple representatives for multiple properties in different areas of Northern Illinois.



### Live Help

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with one of  
our Representatives

### Roll-Off Containers

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for Your Project.

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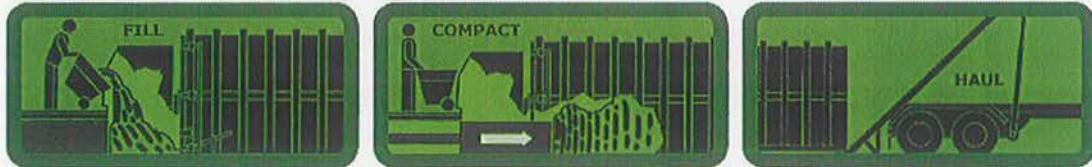
**Call Us at 1-800-244-1977**

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## Industrial Waste Management



Companies producing a large amount of refuse have special waste management needs. We meet these needs with our own special combination of equipment and 24-hour a day service. We provide exactly the right kind of containers: from 6 to 40 cubic yard containers, as well as compactors, and custom built equipment. Groot offers evening roll-off service and Saturday service for all roll-off customers.

### Industrial waste compactor with security hopper used with front loader container

Our staff are experts at designing practical and cost-efficient waste management plans and they regularly review your needs to help us to meet them. There are no jobs that are too tough or too big for us to handle.

Various size compactors are available for our customers to use. We presently offer our customers the ability to purchase, rent, or lease compacting equipment. Maintenance on these machines is at the customer's discretion and can be provided by GROOT or a representative of their choosing.

>



**Call Us at 1-800-244-1977**

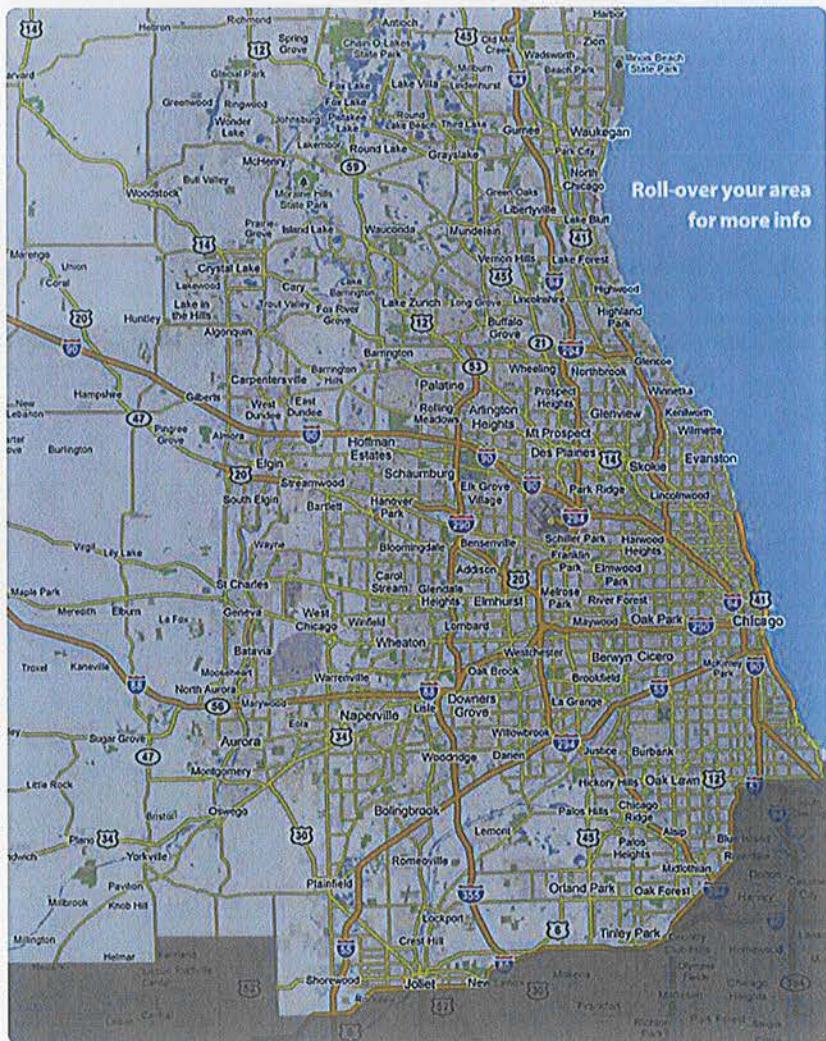
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## Service Area



over your area  
for more info

## **Groot Industries Offices and Convenience Centers**

**All office hours are**  
Monday-Friday: 7am - 5pm  
Saturday: 7am - 12 noon

**Groot Industries - North**  
40 Porter Dr.  
Round Lake Park, IL 60073  
(847) 693-2700 - Main  
(877) 40-GROOT - Toll Free  
(847) 473-1805 - Fax

**Groot Industries - South**  
8475 W. 53rd St.  
Mc Cook, IL 60525  
(708) 485-0900 - Main  
(888) 485-0900 - Toll Free  
(708) 442-0037 - Fax

**Groot Industries - East**  
2500 Landmeier Rd.  
Elk Grove Village, IL 60007  
(773) 242-1977 - Main  
(800) 244-1977 - Toll Free  
(847) 734-6389 - Fax

**Groot Industries - West**  
1995 Powis Rd West  
Chicago, IL 60185  
(630) 587-5673 - Main  
(877) 775-1200 - Toll Free  
(630) 587-5676 - Fax

**Accurate Document  
Destruction**  
2500 Landmeier Rd.  
Elk Grove Village, IL 60007  
(800) 40-SHRED - Toll Free  
(847) 734-6437 - Fax

**CITY or ZIP CODE**

8

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Call us at 1-800-244-1977

## Search



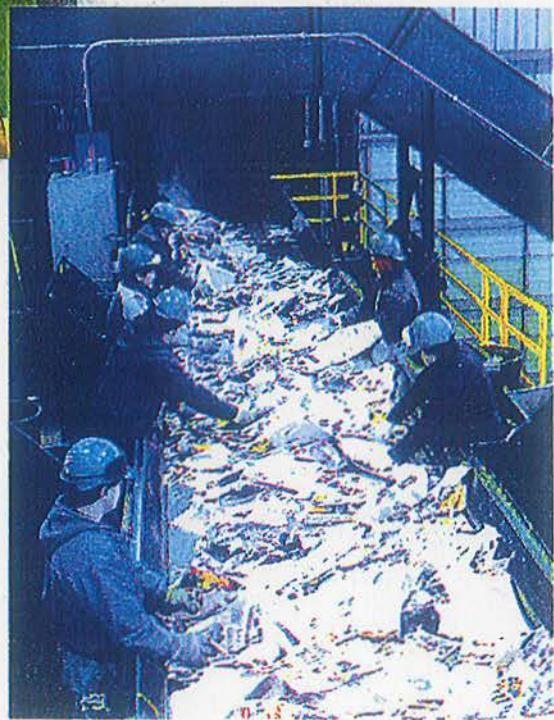
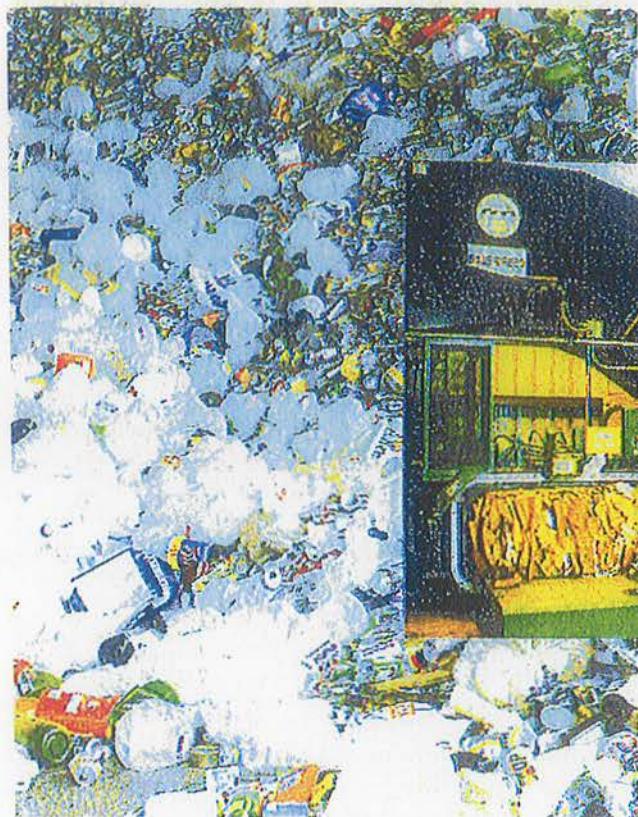
It is fashionable for some waste disposal companies to claim recycling as one of their features. ■ With millions of dollars invested in our state of the art recycling facilities, you can be assured



our primary concern is to optimize the recovery of materials. We offer a responsible, active recycling system that includes segregation of materials to prevent contamination and ensures the production of a high quality product. ■ Our process

R E C Y

includes the recovery of ferrous metals, aluminum, glass by color, plastics by type and all grades of fibrous products such as corrugated, newspaper, office paper and magazines as well as landscaping



materials for compost. ■ Ask our representatives to develop a recycling program to fit your needs. Our years of experience can be put to use for industry, office complexes, residential curbside and apartment/multi-family locations.

L I N G



### RESIDENTIAL

Clean, well maintained, DOT-certified trucks highlight our commitment to the residential market for large and small municipalities. Professional uniformed and trained drivers operate with the efficiency, practicality and courtesy expected by the residents.

### INDUSTRIAL

We understand the special needs and requirements of companies producing large volumes of waste materials. After careful analysis, we provide the right equipment—from 15 to 40 cubic yard containers, compactors or custom-built equipment. Cost efficiency, volume reduction and waste recycling programs are a priority for us as well as you.

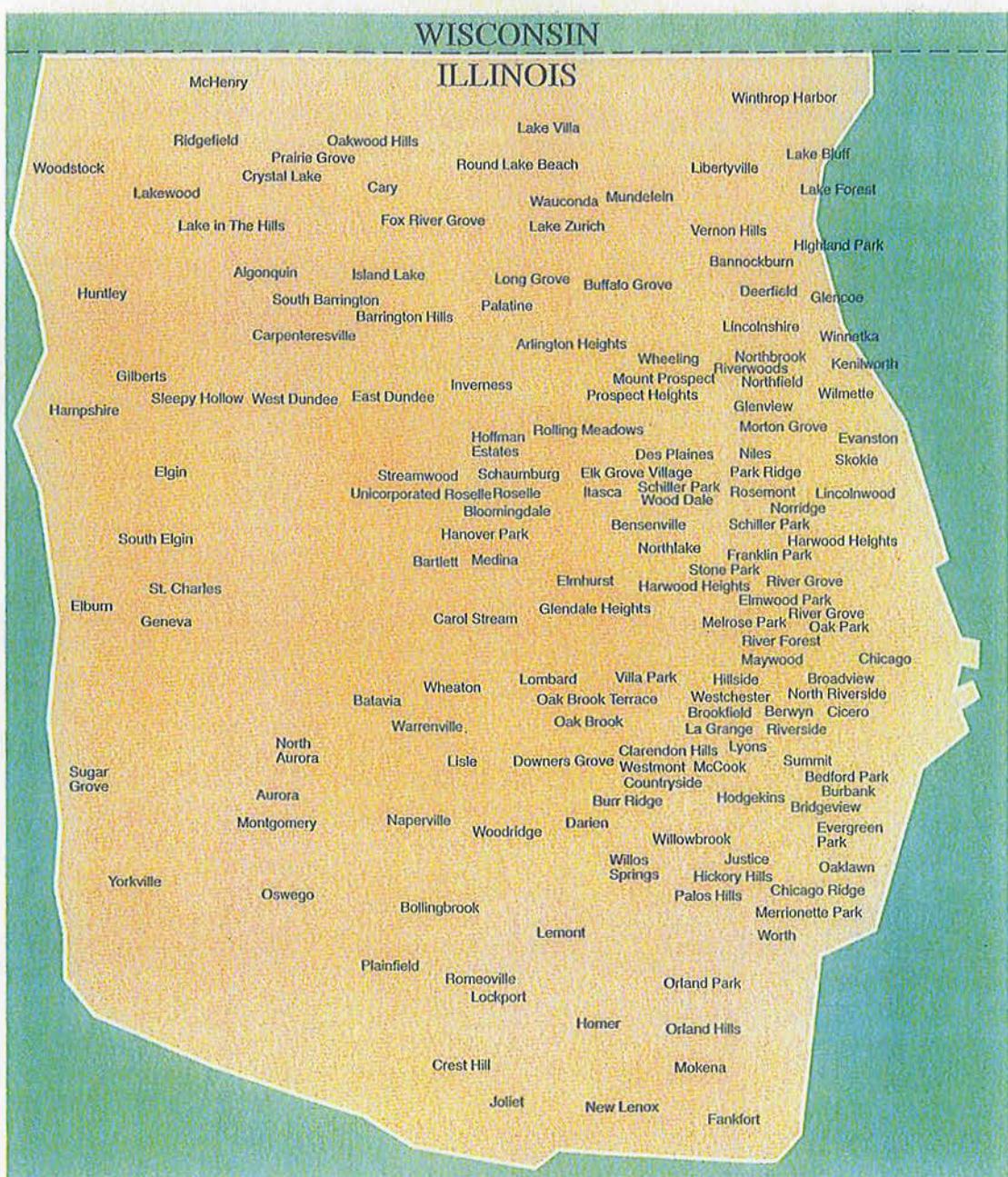
### COMMERCIAL

Businesses with smaller amounts of waste can sometimes get lost by giant waste hauling corporations. The specialized needs of our customers are addressed with easily adaptable schedules and equipment. This is the foundation upon which our success has been built over the past 75 years.

### TRANSFER

We offer economical and ecological solutions that work. Our network of waste transfer stations allows collection trucks to quickly unload and return to their routes. Specially designed transfer vehicles then take the combined loads to distant final disposal sites.

*Service locations in*  
**Chicago, Elk Grove Village, McCook, West Chicago and Lake Bluff**  
**Residential, Commercial, Industrial**  
**Waste Removal, Recycling and Document Destruction**  
**Since 1914**



*Licensed in Chicago and throughout Cook, DuPage, Kane, Kendall, Lake, McHenry and Will Counties*



**Groot Industries**

2500 Landmeier Road, Elk Grove Village IL 60007

Billing/Sales 773/242-1977 • Service 800/244-1977 • Fax 847/734-6432

[www.groot.com](http://www.groot.com)

**SWMA**



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With your help.



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## APPENDIX F.2

Operating Record



## **PREVIOUS OPERATING EXPERIENCE**

With over 600 employees, Groot Industries, Inc. (Groot) is the largest independent provider of solid waste management services in Illinois, and is among the largest privately held solid waste companies in the United States. Groot and its subsidiary companies have provided solid waste collection and other vital public services to northeastern Illinois municipalities and businesses since 1914. Groot owns and operates waste transfer facilities in Elk Grove Village, IL, McCook, IL, and West Chicago, IL. In addition, Groot has operated the Glenview Transfer Station on behalf of the Solid Waste Agency of Northern Cook County since 1994. Throughout its nearly 100 year history, Groot has proven itself a responsible environmental steward, a stable employer, and a good corporate citizen.

In the 40 years since adoption of sweeping environmental protection regulations, the waste industry has undergone fundamental changes. Whereas, in the past, managing solid waste focused on collection and direct haul disposal, today there is a focus on “integrated” solid waste management, including waste transfer operations, source reduction of waste, curbside recycling programs, construction and demolition debris recycling and landscape waste management. The goal of integrated waste management is to minimize the amount of waste that must ultimately be disposed. Groot has not only adapted to the integrated approach to the management of waste, but has thrived in it. In 1997, Groot developed the first single stream material recovery facility in the Midwest at their Elk Grove Village, IL operation. In the 15 years of operation, this facility has recovered hundreds of thousands of tons of recyclable commodities such as paper, cardboard, plastics, and metals. Groot has emerged as a market leader, collecting waste and recyclables from over 250,000 residences per week in Northeast Illinois.

Recently, the waste industry has faced increased challenges. More stringent emission standards and “green” initiatives emerging throughout the country are compelling truck/fleet operators of all kinds to minimize emissions through more efficient routing, more rigorous vehicle maintenance, and increased investment in low-emission technology. Since 2007, all Groot residential, commercial, and industrial collection fleet vehicles operate utilizing alternative fuels. In fact, Groot purchased the first 20 compressed natural gas (CNG) waste collection trucks that Mack Truck produced in 2009. Even during the most challenging of economic environments, Groot has demonstrated the leadership to invest and implement environmentally progressive technology.

Groot has provided a vital public service for nearly 100 years, and has nimbly adapted to servicing the environmentally proactive recycling and diversion programs that communities and citizens increasing desire. Groot is committed to providing the citizens of northeast Illinois with long term, responsive, flexible, and environmentally friendly solutions to the integrated approach to the management of the area waste stream.

**Groot Industries, Inc.**

**Past Record of Convictions or Admissions of Violations**

**(10 Year Summary)\***

Date: January 22, 2003

Facility: Elk Grove Transfer Station

Administrative Action: Municipal Code Violation No. 11-4-770 was received relating to the alleged handling of material susceptible to becoming wind borne.

Resolution: Incident promptly investigated upon receipt of notice and litter picked up.

---

Date: July 28, 2004

Facility: Elk Grove Transfer Station

Administrative Action: Municipal Code Violation No. 11-11-630; was received relating to alleged odor.

Resolution: Odiferous material was promptly removed, and was no longer accepted from that customer. Groot Industries paid an administrative citation fine of \$525.

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Date: July 8, 2005

Facility: DuKane Transfer Station

Administrative Action: In the form of a Non-Compliance Advisory, DuPage County asserted that the construction of an access drive between the DuKane Transfer Facility and the adjacent Groot Industries hauling yard constituted a violation of the facility permit in Section 807.210 of Title 35 of the Illinois Administrative Code. Groot denied these allegations, but agreed to submit a supplemental permit application to address the County's concern.

Resolution: A supplemental permit application was submitted and approved by IEPA to reflect the additional access drive. The additional access drive does not affect the facility capacity or impact facility traffic flow. No further action was taken by the County, and the matter was closed.

Date: September 9, 2005

Facility: Wheeling Township Transfer Station

Administrative Action: The Illinois Environmental Protection Agency (IEPA) issued a Violation Notice concerning the Wheeling Township Transfer Station. The Violation Notice alleged that the operator of the facility (Groot Industries, Inc.) stored waste on the Site over the weekend in violation of the facility's operating permit, Permit No. 1992-002-DE/OP. and, consequently, in turn, was also in violation of Section 21(d) of the Illinois Environmental Protection Act (the Act) and 35 Ill. Adm. Code 807.210. The IEPA Violation Notice included a suggested resolution of this matter which, in part, suggested immediately ceasing the storing of waste on site on any non-operating day. Groot Industries promptly submitted a response to the Agency noting this operational oversight, and also agreeing to cease and desist storing waste on site over any non-operating day. This was a one time incident. The other suggested resolution was to apply for supplemental permit that would allow the storage of waste over non-operating days. In addition, consistent with the "Suggested Resolution" portion of the IEPA Violation Notice, Groot promptly applied for (and subsequently received) supplemental permit authority that allowed the storage of waste over non-operating days. The matter was subsequently closed by IEPA.

\*Please Note: Certain of the incidents discussed above do not involve actual convictions or admissions of violation.

## APPENDIX F.3

Proposed Insurance Coverage Disclosure



# INSURANCE BINDER

OP ID: DC

DATE (MM/DD/YYYY)

10/11/2012

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.					
AGENCY Welble & Cahill 2300 Cabot Drive, Suite 100 Lisle, IL 60532 Deborah A. Campbell			COMPANY Navigators Specialty Ins Co BINDER # 11276		
PHONE (A/C, No, Ext): 630-245-4600		FAX (A/C, No): 630-245-4601	DATE 09/30/12	EFFECTIVE 12:01	TIME X AM
CODE: AGENCY CUSTOMER ID: GROOT-1		SUB CODE: Groot Industries, Inc.	EXPIRATION 09/30/13	TIME 12:01 AM	X NOON
INSURED Groot Industries, Inc. 2500 Landmoler Road Elk Grove Village IL 60007-2627			THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:		
DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)					

COVERAGES		LIMITS			
TYPE OF INSURANCE		COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY	CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR			EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 500,000 \$ 25,000 \$ 2,000,000 \$ 4,000,000 \$ 4,000,000	
		RETRO DATE FOR CLAIMS MADE:			
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$ \$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL		<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER	\$	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM		RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS	\$ 5,000,000 \$ 5,000,000 \$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY			E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$	
SPECIAL CONDITIONS/ OTHER COVERAGES \$5,000,000 Pollution Liability per Occurrence			FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$	

NAME & ADDRESS		MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
		LOAN #	
AUTHORIZED REPRESENTATIVE <i>Deborah A. Campbell</i>			

## APPENDIX G

Facility Need Documentation

## APPENDIX G.1

Demographic Projections

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.1-1 - SERVICE AREA DEMOGRAPHIC DATA

Township/County	1980 Census Population	1990 Census Population	2000 Census Population	2010 Census Population	2040 Projected Population	1980 Census Households	1990 Census Households	2000 Census Households	2010 Census Households	2040 Projected Households	1980 NIPC Employment	1990 NIPC Employment	2000 NIPC Employment	2010 CMAP Employment	2040 Projected Employment
<b>Lake</b>															
Antioch	15,118	18,046	21,879	27,745	43,564	5,330	6,846	8,573	10,747	16,555	3,500	4,300	4,932	5,155	8,770
Avon	29,938	35,989	54,957	65,001	102,301	9,401	11,846	17,377	21,006	32,586	6,700	8,000	12,737	13,848	27,796
Cuba	11,826	14,118	15,749	16,826	18,725	3,953	5,128	5,917	6,518	7,014	5,600	8,000	9,703	10,543	13,626
Deerfield	35,220	34,814	34,538	34,129	53,121	11,909	12,684	12,646	12,752	19,241	12,100	13,800	15,359	17,113	23,268
Ela	19,969	32,433	39,688	42,654	55,076	6,028	10,161	12,504	14,098	17,881	9,500	13,300	19,062	16,396	26,597
Fremont	12,234	14,280	23,955	32,337	39,636	3,700	4,699	7,996	11,377	13,939	2,200	3,200	4,063	8,537	22,992
Grant	12,868	14,423	17,397	26,523	32,235	4,689	5,465	6,812	10,302	12,425	4,900	3,500	3,801	6,701	7,183
Lake Villa	16,114	20,764	33,721	40,276	53,259	4,953	6,818	11,425	13,742	18,202	1,000	2,800	3,031	4,603	8,497
Libertyville	34,071	42,436	48,904	53,139	67,839	11,046	14,674	17,404	19,274	23,995	17,000	35,000	61,816	37,224	58,185
Newport	3,042	3,561	4,142	6,770	7,398	942	1,169	1,459	2,356	2,582	400	900	806	1,399	2,530
Shields	45,132	43,414	43,382	39,062	45,632	9,012	9,930	10,397	9,211	15,284	14,000	19,000	26,467	21,827	29,956
Vernon	32,285	51,141	65,355	67,095	97,119	10,410	17,571	22,377	24,885	33,005	6,800	26,400	70,691	60,941	67,633
Warren	22,591	34,785	59,424	64,841	78,824	7,793	13,049	22,015	23,636	28,530	10,600	16,600	29,716	28,461	49,762
Wauconda	11,708	12,859	16,387	21,730	33,713	3,859	4,610	6,038	8,032	12,401	2,100	4,700	10,146	8,227	16,472
Waukegan	78,471	78,185	92,805	90,893	116,784	28,066	27,597	29,000	27,965	35,890	36,100	30,600	36,531	42,297	34,602
West Deerfield	27,386	29,580	31,794	31,077	47,124	8,127	9,631	10,573	10,804	16,140	13,000	18,700	36,211	28,238	59,785
Zion-Benton	32,399	35,590	40,279	43,364	61,324	10,497	11,888	13,784	15,007	21,093	6,300	6,100	7,510	7,899	13,303
<b>Total</b>	<b>440,372</b>	<b>516,418</b>	<b>644,356</b>	<b>703,462</b>	<b>953,674</b>	<b>139,715</b>	<b>173,966</b>	<b>216,297</b>	<b>241,712</b>	<b>326,763</b>	<b>151,800</b>	<b>214,900</b>	<b>352,582</b>	<b>319,409</b>	<b>470,937</b>

Source:

1. Years 1980, 1990, 2000 and 2010 Populations and Households = U.S. Census Bureau.

2. Years 1980 and 1990 Employment = Northeastern Illinois Planning Commission, Data Bulletin 93-2, June 1993.

3. Year 2000 and 2010 Employment and 2040 Population, Households and Employment = Chicago Metropolitan Agency for Planning (formerly NIPC) estimates.

## APPENDIX G.2

### Waste Disposal Rates



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

**TITLE: WASTE DISPOSAL RATES**

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**Methodology**

Waste disposal rates were estimated for the proposed service area by considering:

- I. Waste disposal in the Chicago metropolitan area (including Cook County, DuPage County, Kane County, Lake County, McHenry County and Will County);
- II. Waste disposal in the State of Illinois;
- III. Waste disposal in rural or "downstate" areas of Illinois (consisting of all counties, including the counties in the proposed service area that are located outside of the Chicago metropolitan area defined above).

As described further in this section, the amount of waste disposed by rural counties was estimated by subtracting the amount of waste disposed by the Chicago metropolitan area from the total amount of waste disposed by the State of Illinois. The steps followed in performing this calculation are summarized below.

**I. Waste Disposed by Chicago Metropolitan Area**

The following steps were utilized to estimate per capita waste disposal rates for the Chicago metropolitan area and downstate counties. The metropolitan area is comprised of Cook County, DuPage County, Kane County, Lake County, McHenry County and Will County. The methodology utilizes landfill disposal data during the period 1996-2011, and represents the most current information on disposal rates.

Step 1. Landfills that are known to accept waste from the metropolitan area were identified through the following process:

- A. Illinois landfills which are currently utilized to dispose of waste from the metropolitan area were identified through several methods. First, landfills located within the six-county metropolitan area were assumed to accept waste from the metropolitan area. Second, a number of transfer stations located within the metropolitan area were surveyed to determine which landfills they utilize (including, potentially, landfills located outside of the metropolitan area). Third, government agencies that have negotiated long-term contracts for transfer and disposal capacity were contacted to determine which landfills they utilize.
  - i. Illinois landfills located within the six-county metropolitan area were identified from the IEPA annual report, *Nonhazardous Solid Waste Management and Landfill Capacity in Illinois*, as well as from landfill capacity certification forms which all Illinois landfills are required to submit to the IEPA on an annual basis.
  - ii. A survey of Illinois transfer stations was performed to determine which landfills they utilized. This survey was conducted by reviewing IEPA inspection reports for the transfer stations, or by contacting the operators of the transfer stations directly. The results of the transfer station survey are presented in Table E.2-1.



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

## TITLE: WASTE DISPOSAL RATES

- iii. Government agencies that have negotiated long-term contracts for transfer and disposal capacity were contacted to determine which landfills they utilize. The results of this research are presented in Table G.2-2.
- B. Indiana landfills that currently accept waste from the Chicago metropolitan area were identified by consulting quarterly report data published by the Indiana Department of Environmental Management. Indiana landfills are required to report waste disposal quantities to IDEM based on the county and state of origin of the waste.
- C. Michigan landfills that currently accept waste from the Chicago metropolitan area were identified by consulting an annual report published by the Michigan Department of Environmental Quality, the *Report of Solid Waste Landfilled in Michigan*.
- D. Wisconsin landfills that currently accept waste from the Chicago metropolitan area were identified by consulting an annual landfill capacity report published by the Wisconsin Department of Natural Resources, the *Wisconsin Solid Waste Landfill Tonnage/Capacity Report*.<sup>1</sup>

Utilizing this methodology, a total of 46 landfills (and one incinerator) in Illinois, Indiana, Michigan and Wisconsin were identified as accepting waste from the Chicago metropolitan area over the period 1996 to 2011 (refer to Figure E.2-1). During this period, some landfills closed while others began operating; therefore, not all facilities were operating during each year of the period.

<sup>1</sup>Note that only Indiana landfills are required to report *both* the county and state of origin for wastes received. Landfills in Illinois, Michigan and Wisconsin are only required to report the state of origin of wastes received. Michigan and Wisconsin landfills that reported receiving waste from Illinois were assumed to have received that waste from the Chicago metropolitan area due to their proximity to the metro area.



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

TITLE: WASTE DISPOSAL RATES

TABLE G.2-1. SURVEY OF TRANSFER STATIONS (LANDFILLS HISTORICALLY UTILIZED)

Transfer Station	Landfills Utilized
Loop-64 <sup>th</sup> Street	Livingston, County Line, Lee County, Newton County.
ARC	Kestrel Hawk, Orchard Hills, Mallard Ridge, Newton County, Woodland.
Calumet	Livingston, County Line, Newton County.
Clearing	Livingston, Laraway, Liberty.
DuKane	Lee County.
Greenwood	Winnebago.
Heartland	Livingston, Lee County, Forest Lawn, Kestrel Hawk, Winnebago, Rochelle.
Homewood Disposal	Livingston, Newton County, Forest Lawn.
Loop-Laflin	Livingston, County Line, Newton County.
Liberty	Livingston, Envirotech, Streator.
Midtown	Livingston, County Line, Newton County.
Planet Recovery	Livingston, County Line, Newton County.
Rolling Meadows	Orchard Hills, Lee County.
Shred-All	Livingston, Newton County, County Line.
Star Disposal	Livingston, Envirotech, Newton County, Forest Lawn.
Veolia - Batavia	Orchard Hills.
Veolia - Evanston	Zion, Orchard Hills.
Veolia - Melrose Park	Livingston, Orchard Hills, Lee County.
Veolia - Northbrook	Zion.
WM-Elburn	Lee County, Orchard Hills, Prairie Hill, Settler's Hill.
Source:	
1.	Review of IEPA transfer station inspection reports and telephone surveys.



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

TITLE: WASTE DISPOSAL RATES

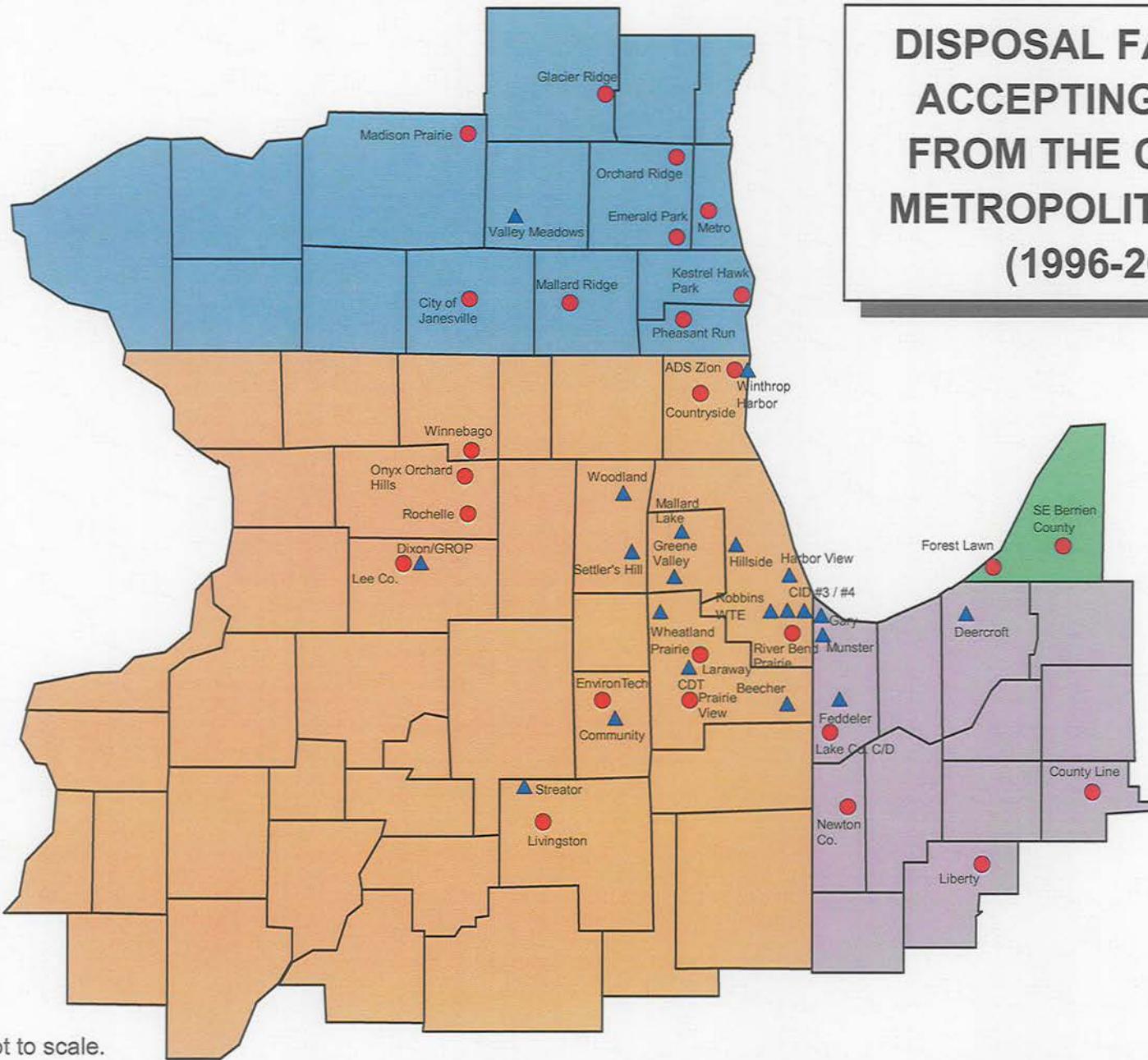
**TABLE G.2-2. LANDFILLS UTILIZED BY PUBLIC AGENCIES CONTRACTING FOR DISPOSAL CAPACITY**

Jurisdiction	County	Transfer Stations Utilized	Landfills Utilized
City of Chicago	Cook	34th Street MRRF, Medill MRRF, Northwest MRRF	Lee County Landfill, Livingston Landfill, Winnebago Landfill, County Line Landfill, Liberty Landfill, Newton County Landfill
SWANCC	Cook	Wheeling Township TS	Winnebago Landfill
WCCSWA	Cook	Liberty-McCook TS, Northlake TS	Livingston Landfill, Lee County Landfill

## Notes:

1. SWANCC = Solid Waste Agency of Northern Cook County. WCCSWA = West Cook County Solid Waste Agency.
2. Based on phone interviews of representatives of each jurisdiction or review of disposal agreements.

## DISPOSAL FACILITIES ACCEPTING WASTE FROM THE CHICAGO METROPOLITAN AREA (1996-2011)



Notes:

1. Some out-of-state facilities shown on the map reported receiving only small quantities of waste from Illinois.

FIGURE G.2-1



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

## TITLE: WASTE DISPOSAL RATES

Step 2. Annual quantities of waste disposed during the period 1996 - 2011 were obtained for each of the 47 facilities (46 landfills and one incinerator) identified in Step 1 from IEPA, IDEM, MDEQ and WDNR. For the Illinois landfills, the quantity of waste received at each facility from the Chicago metropolitan area was estimated using the following equation:

$$(\text{Waste from Metropolitan Area}) = (\text{Total Landfill Throughput}^2) - (\text{Out-of-State Waste})$$

For the Indiana landfills, the quantity of waste received at each facility from the Chicago metropolitan area was obtained directly from IDEM reports. As was noted previously, Indiana landfills must report to IDEM both the state and county of origin of waste received.

For the Michigan and Wisconsin landfills, the quantity of waste received at each facility from the Chicago metropolitan area was estimated from MDEQ and WDNR reports. Michigan and Wisconsin require landfills to report the state of origin but, unlike Indiana, do not require the county of origin to be reported. Due to their proximity to the Chicago area, it was conservatively assumed that all Illinois waste received at the Michigan and Wisconsin landfills originated from the Chicago metropolitan area.

Disposal quantities are summarized in Table G.2-3. Note that Indiana and Wisconsin landfills report disposal quantities in tons. Illinois and Michigan landfills report disposal quantities in cubic yards. For the Illinois landfills, cubic yard data was converted to tonnage data using facility-specific densities that the landfills report to IEPA. For the Michigan landfills, cubic yard data was converted to tonnage data using an industry conversion factor of 3.3 cubic yards per ton.

Step 3. Disposal quantities (after adjustment for imports in the case of Illinois landfills) were then adjusted to account for special waste. This was done to provide per capita disposal rates for municipal waste and for total waste (the latter category includes special waste). Indiana, Michigan and Wisconsin landfills all track special waste quantities separately from municipal solid waste quantities<sup>3</sup>. Therefore, no adjustments were required.

The annual Illinois landfill report documents the total quantity of waste received by each landfill, but does not distinguish between special waste and municipal solid waste. Thus, the disposal quantities reported in Table G.2-3 for Illinois landfills have to be reduced to account for special waste in order to compute municipal waste.

Each load of special waste in Illinois must be tracked by a manifest from the point of generation to the point of disposal. The manifests must then be submitted to the IEPA. A computer database file of all the special waste manifests was obtained from the IEPA for the years 2000 - 2009. A search of the database indicated that, on average, special waste

<sup>2</sup>For landfills located outside the Chicago metropolitan area, Total Landfill Throughput includes waste from the host county -- an adjustment for this is made in Step 4.

<sup>3</sup>Non-hazardous special waste includes industrial process waste and pollution control waste (such as contaminated soil from a remediation project). Municipal solid waste includes residential waste, commercial waste, light industrial waste, and construction and demolition debris.



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

## TITLE: WASTE DISPOSAL RATES

accounted for approximately 3 percent of the total volume of waste received annually by the Illinois landfills presented in Table G.2-3.

To convert this value to a tonnage figure, the reported densities of waste received at the CID RDF #3 Landfill, the CID RDF #4 Landfill, and the Laraway RDF Landfill were averaged (refer to Table E.2-4). These facilities handle high volumes of special waste relative to municipal solid waste. The resulting average density for special waste was computed to be approximately 1,600 pounds per cubic yard (special waste typically has a higher density than municipal solid waste). Using this estimated density value, the reported volume of special waste corresponds to an average of about 8 percent of the total tonnage of waste accepted by the landfills annually. Accordingly, the total tonnage of waste for the Illinois landfills in Table E.2-3 was reduced by 8 percent to account for special waste (actual special waste tonnages were used for years 2000 to 2009).

Step 4. The estimated total quantity of waste disposed by the Chicago metropolitan area (Step 1), after adjusting for out-of-state imports (Step 2), was then compared with population estimates to calculate a per capita total waste disposal rate (in pounds per capita per day). A municipal waste disposal rate (in pounds per capita per day) was also calculated following the same methodology, utilizing the adjustment for special waste (Step 3).

As was indicated earlier, waste from the Chicago metropolitan area is disposed at Illinois landfills located both within the metropolitan area and outside the metropolitan area. It is judged that the vast majority of waste disposed at landfills within the six-county metro area originates from the six counties. This is because landfill tipping fees are typically higher in the metropolitan area, and hence there would be less incentive for more rural counties to transport their waste to metro area landfills.

Illinois landfills located outside the metropolitan area receive waste from both the metro area and from the rural "host" counties in which they are located. For the facilities identified in Table G.2-3, these host counties include Grundy County (Community Landfill and EnvironTech Landfill), Lee County (Lee County Landfill and Dixon/GROP Landfill; the latter facility is now closed), Livingston County (Livingston Landfill and Streator Area Landfill), and Ogle County (Orchard Hills Landfill). Beginning in the year 2006, the host counties also include Whiteside County (Prairie Hill RDF) and Winnebago County (Winnebago Landfill) because the transfer station survey indicated greater use of the Prairie Hill RDF and Winnebago Landfill (as well as the Rochelle Municipal Landfill in Ogle County) by Chicago area transfer stations. The population of the host counties was added to the population of the six-county metro area to derive the per capita disposal rates.<sup>4</sup> Population projections for the period 1996 - 2011 are provided in Table G.

<sup>4</sup>It is possible that these landfills also receive waste from rural counties that neighbor the "host" counties -- however, these quantities are likely to be relatively small.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

2011								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	0	0	0	0	0	0
CID RDF #4	Cook	IL	0	0	0	0	0	0
Community Landfill	Grundy	IL	0	0	0	0	0	0
Countyside RDF	Lake	IL	500	1,396,208	349,052	0	0	349,052
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	770	278,700	107,299	47	18	107,281
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	0	0	0	0	0	0
Laraway RDF	Will	IL	1,900	1,024,384	973,165	266,340	253,023	720,142
Lee County Landfill	Lee	IL	600	1,514,879	454,464	0	0	454,464
Livingston Landfill	Livingston	IL	656	3,869,256	1,269,116	0	0	1,269,116
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	652	5,096,351	1,661,410	108,877	35,494	1,625,916
Prairie Hill RDF	Whiteside	IL	581	2,139,008	621,382	156,927	45,587	575,795
Prairie View RDF	Will	IL	493	2,757,419	679,704	0	0	679,704
River Bend Prairie	Cook	IL	703	823,604	289,497	26,756	9,405	280,092
Rochelle Landfill	Ogle	IL	1,120	201,899	113,063	0	0	113,063
Settler's Hill RDF	Kane	IL	0	0	0	0	0	0
Streator Area Landfill	Livingston	IL	600	0	0	0	0	0
Wheatland Prairie RDF	Will	IL	0	0	0	0	0	0
Winnebago Landfill	Winnebago	IL	500	5,699,422	1,424,855	0	0	1,424,855
Woodland RDF	Kane	IL	0	0	0	0	0	0
Zion Landfill	Lake	IL	869	1,613,178	700,926	41,660	18,101	682,825
<b>Subtotal</b>			<b>654</b>	<b>26,414,307</b>	<b>8,643,933</b>	<b>600,607</b>	<b>361,628</b>	<b>8,282,305</b>
<b>Less, Special Waste</b>								<b>662,584</b>
<b>Plus, Robbins WTE</b>	<b>Cook</b>	<b>IL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total MSW</b>								<b>7,619,721</b>

2011								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			227,291	0	0	0
Munster Landfill	Lake	IN			0	0	0	0
Feddele C/D Landfill	Lake	IN			0	0	0	0
Gary Sanitary Landfill	Lake	IN			0	0	0	0
Lake County C/D Site	Lake	IN			71,657	26,741	26,741	26,741
Deercroft RDF	LaPorte	IN			0	0	0	0
Newton County Landfill	Newton	IN			2,314,364	1,379,903	1,379,903	1,379,903
Liberty Landfill	White	IN			1,094,875	900,082	900,082	900,082
<b>Subtotal</b>					<b>3,708,187</b>		<b>2,306,726</b>	<b>2,306,726</b>
<b>Less, Special Waste</b>								<b>118,770</b>
<b>Total MSW</b>								<b>2,187,956</b>

2011								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		883,334	267,677	30,511	9,246	9,246
SE Berrien County	Berrien	MI		565,059	171,230	0	0	0
<b>Subtotal</b>				<b>1,448,393</b>	<b>438,907</b>	<b>30,511</b>	<b>9,246</b>	<b>9,246</b>

2011								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			87,819	0	0	0
Glacier Ridge	Dodge	WI			383,972	19,446	19,446	19,446
Superior Valley Meadows	Jefferson	WI			0	0	0	0
Pheasant Run RDF	Kenosha	WI			159,979	26,245	26,245	26,245
Metro RDF	Milwaukee	WI			365,739	3,967	3,967	3,967
Kestrel Hawk	Racine	WI			135,614	1,100	1,100	1,100
City of Janesville - Rock Co. LF	Rock	WI			213,410	23,594	23,594	23,594
Mallard Ridge	Walworth	WI			357,940	47,681	47,681	47,681
Emerald Park	Waukesha	WI			454,588	0	0	0
Orchard Ridge RDF	Waukesha	WI			1,028,649	0	0	0
<b>Subtotal</b>					<b>3,187,910</b>		<b>122,033</b>	<b>122,033</b>
<b>Less, Special Waste</b>								<b>0</b>
<b>Total MSW</b>								<b>122,033</b>
<b>Total Waste - All States</b>								<b>10,720,310</b>
<b>Total MSW - All States</b>								<b>9,938,956</b>
<b>Population (see Table G.2-5)</b>								<b>8,874,341</b>
Waste Disposal (pcd) - Total Waste								<b>6.6</b>
Waste Disposal (pcd) - MSW Only								<b>6.1</b>

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	0	0	0	0	0	0
CID RDF #4	Cook	IL	0	0	0	0	0	0
Community Landfill	Grundy	IL	0	0	0	0	0	0
CountrySide RDF	Lake	IL	500	1,389,587	347,397	0	0	347,397
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	770	323,295	124,469	870	335	124,134
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	0	0	0	0	0	0
Laraway RDF	Will	IL	3,102	84,595	131,207	2,712	4,206	127,001
Lee County Landfill	Lee	IL	600	1,552,558	465,767	0	0	465,767
Livingston Landfill	Livingston	IL	656	4,342,082	1,424,203	117	38	1,424,165
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	563	6,584,050	1,853,410	26,857	7,560	1,845,850
Prairie Hill RDF	Whiteside	IL	599	2,225,210	666,450	154,349	46,228	620,222
Prairie View RDF	Will	IL	550	2,696,513	741,541	0	0	741,541
River Bend Prairie	Cook	IL	728	875,508	318,685	23,201	8,445	310,240
Rochelle Landfill	Ogle	IL	1,120	212,913	119,231	0	0	119,231
Settler's Hill RDF	Kane	IL	0	0	0	0	0	0
Streator Area Landfill	Livingston	IL	600	0	0	0	0	0
Wheatland Prairie RDF	Will	IL	0	0	0	0	0	0
Winnebago Landfill	Winnebago	IL	500	5,173,144	1,293,286	0	0	1,293,286
Woodland RDF	Kane	IL	0	0	0	0	0	0
Zion Landfill	Lake	IL	1,120	1,185,282	663,758	66,498	37,239	626,519
<b>Subtotal</b>			<b>612</b>	<b>26,644,737</b>	<b>8,149,404</b>	<b>274,604</b>	<b>104,051</b>	<b>8,045,353</b>

Less, Special Waste 643,628

Plus, Robbins WTE Cook IL 0 0 0 0 0 0 0

Total MSW 7,401,725

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			189,713		27	27
Munster Landfill	Lake	IN			0		0	0
Feddele C/D Landfill	Lake	IN			0		0	0
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			64,207		19,298	19,298
Deercroft RDF	LaPorte	IN			0		0	0
Newton County Landfill	Newton	IN			2,317,994		1,425,528	1,425,528
Liberty Landfill	White	IN			985,701		837,222	837,222
<b>Subtotal</b>					<b>3,557,615</b>		<b>2,282,075</b>	<b>2,282,075</b>

Less, Special Waste 97,188

Total MSW 2,184,887

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		722,939	219,072	48,445	14,680	14,680
SE Berrien County	Berrien	MI		555,587	168,360	2	1	1
<b>Subtotal</b>				<b>555,587</b>	<b>387,432</b>	<b>48,447</b>	<b>14,681</b>	<b>14,681</b>

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI		52,571		0	0	0
Glacier Ridge	Dodge	WI		374,221		21,441	21,441	
Superior Valley Meadows	Jefferson	WI		0		0	0	0
Pheasant Run RDF	Kenosha	WI		189,025		32,507	32,507	
Metro RDF	Milwaukee	WI		352,668		2,708	2,708	
Kestrel Hawk	Racine	WI		124,629		24,444	24,444	
City of Janesville - Rock Co. LF	Rock	WI		260,049		27,615	27,615	
Mallard Ridge	Walworth	WI		275,754		72,042	72,042	
Emerald Park	Waukesha	WI		480,432		0	0	
Orchard Ridge RDF	Waukesha	WI		980,796		28	28	
<b>Subtotal</b>				<b>3,090,145</b>		<b>180,785</b>	<b>180,785</b>	

Less, Special Waste 0

Total MSW 180,785

Total Waste - All States 10,522,894  
Total MSW - All States 9,782,078

Population (see Table G.2-5) 8,848,955

Waste Disposal (pcd) - Total Waste 6.5  
Waste Disposal (pcd) - MSW Only 6.1

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	0	0	0	0	0	0
CID RDF #4	Cook	IL	0	0	0	0	0	0
Community Landfill	Grundy	IL	0	0	0	0	0	0
Countryside RDF	Lake	IL	500	1,550,765	387,691	0	0	387,691
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	770	465,080	179,056	1,482	571	178,485
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	0	0	0	0	0	0
Laraway RDF	Will	IL	3,700	103,420	191,327	0	0	191,327
Lee County Landfill	Lee	IL	600	3,135,080	940,524	0	0	940,524
Livingston Landfill	Livingston	IL	656	3,112,134	1,020,780	195	64	1,020,716
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	545	5,635,831	1,535,764	973	265	1,535,499
Prairie Hill RDF	Whiteside	IL	559	1,632,790	456,365	122,492	34,237	422,128
Prairie View RDF	Will	IL	561	2,660,353	746,229	0	0	746,229
River Bend Prairie	Cook	IL	708	825,926	292,378	23,100	8,177	284,201
Rochelle Landfill	Ogle	IL	1,120	305,600	171,136	0	0	171,136
Settler's Hill RDF	Kane	IL	0	0	0	0	0	0
Streator Area Landfill	Livingston	IL	600	0	0	0	0	0
Wheatland Prairie RDF	Will	IL	0	0	0	0	0	0
Winnebago Landfill	Winnebago	IL	509	3,726,476	948,388	0	0	948,388
Woodland RDF	Kane	IL	0	0	0	0	0	0
Zion Landfill	Lake	IL	682	2,139,773	729,663	57,159	19,491	710,172
<b>Subtotal</b>			<b>601</b>	<b>25,293,228</b>	<b>7,599,301</b>	<b>205,401</b>	<b>62,805</b>	<b>7,536,496</b>
<b>Less, Special Waste</b>								<b>158,277</b>
<b>Plus, Robbins WTE</b>	Cook	IL	0	0	0	0	0	0
<b>Total MSW</b>								<b>7,378,219</b>

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			167,975		62	62
Munster Landfill	Lake	IN			0		0	0
Feddele C/D Landfill	Lake	IN			0		0	0
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			56,264		17,382	17,382
Deercroft RDF	LaPorte	IN			0		0	0
Newton County Landfill	Newton	IN			2,249,110		1,439,743	1,439,743
Liberty Landfill	White	IN			902,205		631,170	631,170
<b>Subtotal</b>					<b>3,375,554</b>		<b>2,088,358</b>	<b>2,088,358</b>
<b>Less, Special Waste</b>								<b>36,046</b>
<b>Total MSW</b>								<b>2,052,312</b>

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		1,162,436	352,253	409,430	124,070	124,070
SE Berrien County	Berrien	MI		679,506	205,911	0	0	0
<b>Subtotal</b>				<b>679,506</b>	<b>558,164</b>	<b>409,430</b>	<b>124,070</b>	<b>124,070</b>

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI		80,504		0	0	0
Glacier Ridge	Dodge	WI		351,985		21,605	21,605	
Superior Valley Meadows	Jefferson	WI		0		0	0	0
Pheasant Run RDF	Kenosha	WI		611,024		449,410	449,410	
Metro RDF	Milwaukee	WI		433,907		14	14	
Kestrel Hawk	Racine	WI		153,915		35,662	35,662	
City of Janesville - Rock Co. LF	Rock	WI		251,488		27,072	27,072	
Mallard Ridge	Walworth	WI		368,767		135,581	135,581	
Emerald Park	Waukesha	WI		419,602		0	0	
Orchard Ridge RDF	Waukesha	WI		987,803		0	0	
<b>Subtotal</b>				<b>3,658,995</b>		<b>669,344</b>	<b>669,344</b>	
<b>Less, Special Waste</b>								<b>0</b>
<b>Total MSW</b>								<b>669,344</b>
<b>Total Waste - All States</b>								<b>10,418,268</b>
<b>Total MSW - All States</b>								<b>10,223,945</b>

Population (see Table G.2-5) 8,823,571

Waste Disposal (pcd) - Total Waste 6.5  
Waste Disposal (pcd) - MSW Only 6.3

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	0	0	0	0	0	0
CID RDF #4	Cook	IL	2,000	12,000	12,000	0	0	12,000
Community Landfill	Grundy	IL	0	0	0	0	0	0
Countryside RDF	Lake	IL	500	1,761,647	440,412	0	0	440,412
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	770	844,543	325,149	2,796	1,076	324,073
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	600	30,046	9,014	0	0	9,014
Laraway RDF	Will	IL	3,400	76,730	130,441	0	0	130,441
Lee County Landfill	Lee	IL	600	3,695,096	1,108,529	19,717	5,915	1,102,614
Livingston Landfill	Livingston	IL	656	3,255,723	1,067,877	0	0	1,067,877
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	519	6,878,666	1,785,014	949	246	1,784,768
Prairie Hill RDF	Whiteside	IL	551	1,405,844	387,310	131,054	36,105	351,205
Prairie View RDF	Will	IL	504	2,984,678	752,139	0	0	752,139
River Bend Prairie	Cook	IL	784	1,226,000	480,592	28,790	11,286	469,306
Rochelle Landfill	Ogle	IL	1,120	364,000	203,840	0	0	203,840
Settler's Hill RDF	Kane	IL	0	0	0	0	0	0
Streator Area Landfill	Livingston	IL	600	0	0	0	0	0
Wheatland Prairie RDF	Will	IL	0	0	0	0	0	0
Winnebago Landfill	Winnebago	IL	509	2,654,046	675,455	0	0	675,455
Woodland RDF	Kane	IL	0	0	0	0	0	0
Zion Landfill	Lake	IL	578	2,167,940	626,535	43,717	12,634	613,901
<b>Subtotal</b>			<b>585</b>	<b>27,356,959</b>	<b>8,004,307</b>	<b>227,023</b>	<b>67,262</b>	<b>7,937,045</b>

Less, Special Waste								314,360
Plus, Robbins WTE	Cook	IL	0	0	0	0	0	0
<b>Total MSW</b>								<b>7,622,685</b>

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			178,885		58,232	58,232
Munster Landfill	Lake	IN			0		0	0
Feddeleer C/D Landfill	Lake	IN			0		0	0
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			26,786		15,398	15,398
Deercroft RDF	LaPorte	IN			0		0	0
Newton County Landfill	Newton	IN			2,926,489		1,838,200	1,838,200
Liberty Landfill	White	IN			643,978		330,169	330,169
<b>Subtotal</b>					<b>3,776,138</b>		<b>2,241,999</b>	<b>2,241,999</b>

Less, Special Waste								63,073
<b>Total MSW</b>								<b>2,178,926</b>

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		2,191,731	664,161	859,072	260,325	260,325
SE Berrien County	Berrien	MI		921,821	279,340	0	0	0
<b>Subtotal</b>				<b>3,113,552</b>	<b>943,501</b>	<b>859,072</b>	<b>260,325</b>	<b>260,325</b>

Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI		81,548		16	16	16
Glacier Ridge	Dodge	WI		372,337		17,275	17,275	17,275
Superior Valley Meadows	Jefferson	WI		0		0	0	0
Pheasant Run RDF	Kenosha	WI		794,235		608,691	608,691	608,691
Metro RDF	Milwaukee	WI		492,622		21	21	21
Kestrel Hawk	Racine	WI		171,135		46,013	46,013	46,013
City of Janesville - Rock Co. LF	Rock	WI		311,617		31,783	31,783	31,783
Mallard Ridge	Walworth	WI		639,974		389,718	389,718	389,718
Emerald Park	Waukesha	WI		644,144		0	0	0
Orchard Ridge RDF	Waukesha	WI		1,048,179		18	18	18
<b>Subtotal</b>				<b>4,555,791</b>		<b>1,093,535</b>	<b>1,093,535</b>	<b>1,093,535</b>

Less, Special Waste								16
<b>Total MSW</b>								<b>1,093,519</b>

Total Waste - All States								11,532,904
<b>Total MSW - All States</b>								<b>11,155,455</b>

Population (see Table G.2-5)								8,798,182
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Waste Disposal (pcd) - Total Waste								7.2
Waste Disposal (pcd) - MSW Only								6.9

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

2007								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	0	0	0	0	0	0
CID RDF #4	Cook	IL	2,000	12,207	12,207	11,649	11,649	558
Community Landfill	Grundy	IL	0	0	0	0	0	0
Countryside RDF	Lake	IL	500	1,751,478	437,870	0	0	437,870
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	770	881,449	339,358	4,408	1,697	337,661
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	600	3,963,321	1,188,996	0	0	1,188,996
Laraway RDF	Will	IL	3,400	48,661	82,724	0	0	82,724
Lee County Landfill	Lee	IL	600	2,506,750	752,025	156	47	751,978
Livingston Landfill	Livingston	IL	656	4,591,439	1,505,992	0	0	1,505,992
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	524	6,296,274	1,648,994	3,293	862	1,648,132
Prairie Hill RDF	Whiteside	IL	541	1,315,685	355,893	107,866	29,178	326,715
Prairie View RDF	Will	IL	587	2,918,871	856,689	0	0	856,689
River Bend Prairie	Cook	IL	895	966,409	432,468	167	75	432,393
Rochelle Landfill	Ogle	IL	1,120	344,813	193,095	0	0	193,095
Settler's Hill RDF	Kane	IL	0	0	0	0	0	0
Streator Area Landfill	Livingston	IL	600	0	0	0	0	0
Wheatland Prairie RDF	Will	IL	0	0	0	0	0	0
Winnebago Landfill	Winnebago	IL	438	3,348,184	733,252	0	0	733,252
Woodland RDF	Kane	IL	0	0	0	0	0	0
Zion Landfill	Lake	IL	627	2,582,253	809,536	40,645	12,742	796,794
<b>Subtotal</b>			<b>593</b>	<b>31,527,793</b>	<b>9,349,099</b>	<b>168,184</b>	<b>56,250</b>	<b>9,292,849</b>
<b>Less, Special Waste</b>								<b>559,170</b>
<b>Plus, Robbins WTE</b>	Cook	IL	0	0	0	0	0	0
<b>Total MSW</b>								<b>8,733,679</b>

2007								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			214,577		106,339	106,339
Munster Landfill	Lake	IN			0		0	0
Feddeler C/D Landfill	Lake	IN			0		0	0
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			54,972		10,555	10,555
Deercroft RDF	LaPorte	IN			0		0	0
Newton County Landfill	Newton	IN			2,692,455		1,465,200	1,465,200
Liberty Landfill	White	IN			721,817		421,937	421,937
<b>Subtotal</b>					<b>3,683,821</b>		<b>2,004,031</b>	<b>2,004,031</b>
<b>Less, Special Waste</b>								<b>113,633</b>
<b>Total MSW</b>								<b>1,890,398</b>

2007								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		2,102,367	637,081	561,859	170,260	170,260
SE Berrien County	Berrien	MI		855,135	259,132	5,562	1,685	1,685
<b>Subtotal</b>				<b>855,135</b>	<b>896,213</b>	<b>567,421</b>	<b>171,945</b>	<b>171,945</b>

2007								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			117,022		0	0
Glacier Ridge	Dodge	WI			326,634		15,855	15,855
Superior Valley Meadows	Jefferson	WI			0		0	0
Pheasant Run RDF	Kenosha	WI			951,667		766,801	766,801
Metro RDF	Milwaukee	WI			500,708		6	6
Kestrel Hawk	Racine	WI			187,696		48,706	48,706
City of Janesville - Rock Co, LF	Rock	WI			310,622		29,334	29,334
Mallard Ridge	Walworth	WI			650,050		399,699	399,699
Emerald Park	Waukesha	WI			726,196		0	0
Orchard Ridge RDF	Waukesha	WI			1,074,810		7	7
<b>Subtotal</b>					<b>4,845,405</b>		<b>1,260,408</b>	<b>1,260,408</b>
<b>Less, Special Waste</b>								<b>0</b>
<b>Total MSW</b>								<b>1,260,408</b>

Total Waste - All States		12,729,233
Total MSW - All States		12,056,430

Population (see Table G.2-5) 8,772,799

Waste Disposal (pcd) - Total Waste 8.0  
Waste Disposal (pcd) - MSW Only 7.5

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

2006								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	2,000	1,091	1,091	0	0	1,091
CID RDF #4	Cook	IL	2,000	972	972	90	90	882
Community Landfill	Grundy	IL	0	0	0	0	0	0
Countryside RDF	Lake	IL	500	1,559,997	389,999	0	0	389,999
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	770	1,123,943	432,718	0	0	432,718
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	600	574,965	172,490	0	0	172,490
Laraway RDF	Will	IL	2,000	112	112	0	0	112
Lee County Landfill	Lee	IL	600	3,062,370	918,711	287	86	918,625
Livingston Landfill	Livingston	IL	656	6,145,905	2,015,857	0	0	2,015,857
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	540	6,567,694	1,773,934	244	66	1,773,868
Prairie Hill RDF	Whiteside	IL	536	1,014,600	271,913	92,428	24,771	247,142
Prairie View RDF	Will	IL	559	2,462,307	688,215	0	0	688,215
River Bend Prairie	Cook	IL	986	720,267	355,092	221	109	354,983
Rochelle Landfill	Ogle	IL	1,120	445,000	249,200	0	0	249,200
Settler's Hill RDF	Kane	IL	629	3,336,576	1,049,353	0	0	1,049,353
Streator Area Landfill	Livingston	IL	600	0	0	0	0	0
Wheatland Prairie RDF	Will	IL	0	0	0	0	0	0
Winnebago Landfill	Winnebago	IL	438	2,630,580	576,097	0	0	576,097
Woodland RDF	Kane	IL	0	0	0	0	0	0
Zion Landfill	Lake	IL	686	2,579,859	884,892	59,289	20,336	864,556
<b>Subtotal</b>			<b>607</b>	<b>32,226,238</b>	<b>9,780,646</b>	<b>152,558</b>	<b>45,458</b>	<b>9,735,188</b>
Less, Special Waste								892,252
Plus, Robbins WTE	Cook	IL	0	0	0	0	0	0
<b>Total MSW</b>								<b>8,842,936</b>

2006								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			665,594		511,031	511,031
Munster Landfill	Lake	IN			0		0	0
Feddele C/D Landfill	Lake	IN			0		0	0
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			66,547		42,180	42,180
Deercroft RDF	LaPorte	IN			0		0	0
Newton County Landfill	Newton	IN			2,604,061		1,313,549	1,313,549
Liberty Landfill	White	IN			562,685		278,470	278,470
<b>Subtotal</b>					<b>3,898,887</b>		<b>2,145,230</b>	<b>2,145,230</b>
Less, Special Waste								94,370
<b>Total MSW</b>								<b>2,050,860</b>

2006								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		4,063,461	1,231,352	1,588,424	481,341	481,341
SE Berrien County	Berrien	MI		724,376	219,508	0	0	0
<b>Subtotal</b>				<b>4,787,837</b>	<b>1,450,860</b>	<b>1,588,424</b>	<b>481,341</b>	<b>481,341</b>

2006								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			149,279		0	0
Glacier Ridge	Dodge	WI			275,663		11,503	11,503
Superior Valley Meadows	Jefferson	WI			0		0	0
Pheasant Run RDF	Kenosha	WI			1,033,438		838,080	838,080
Metro RDF	Milwaukee	WI			540,890		3,796	3,796
Kestrel Hawk	Racine	WI			298,319		135,457	135,457
City of Janesville - Rock Co. LF	Rock	WI			225,340		23,893	23,893
Mallard Ridge	Walworth	WI			542,344		209,955	209,955
Emerald Park	Waukesha	WI			890,257		0	0
Orchard Ridge RDF	Waukesha	WI			1,227,189		0	0
<b>Subtotal</b>					<b>5,182,719</b>		<b>1,222,684</b>	<b>1,222,684</b>
Less, Special Waste								0
<b>Total MSW</b>								<b>1,222,684</b>

Total Waste - All States		13,584,443
Total MSW - All States		12,597,821

Population (see Table G.2-5) 8,747,412

Waste Disposal (pcd) - Total Waste 8.5  
Waste Disposal (pcd) - MSW Only 7.9

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

2005								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	2,000	99,808	99,808	1,243	1,243	98,565
CID RDF #4	Cook	IL	2,000	24,241	24,241	5,110	5,110	19,131
Community Landfill	Grundy	IL	0	0	0	0	0	0
CountrySide RDF	Lake	IL	600	1,742,516	522,755	0	0	522,755
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	770	1,260,446	485,272	0	0	485,272
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	600	308,313	92,494	0	0	92,494
Laraway RDF	Will	IL	2,000	195	195	0	0	195
Lee County Landfill	Lee	IL	600	4,044,660	1,213,398	141	42	1,213,356
Livingston Landfill	Livingston	IL	656	6,667,994	2,187,102	0	0	2,187,102
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	484	5,097,255	1,232,516	55	13	1,232,503
Prairie View RDF	Will	IL	487	1,876,777	456,995	0	0	456,995
River Bend Prairie	Cook	IL	1,055	737,276	388,913	585	309	388,604
Settler's Hill RDF	Kane	IL	629	2,485,345	781,641	0	0	781,641
Streator Area Landfill	Livingston	IL	600	67,663	20,299	53	16	20,283
Wheatland Prairie RDF	Will	IL	0	0	0	0	0	0
Woodland RDF	Kane	IL	0	0	0	0	0	0
Zion Landfill	Lake	IL	742	2,805,300	1,040,766	75,864	28,146	1,012,620
<b>Subtotal</b>			<b>628</b>	<b>27,217,789</b>	<b>8,546,395</b>	<b>83,051</b>	<b>34,879</b>	<b>8,511,516</b>
<b>Less, Special Waste</b>								<b>885,587</b>
<b>Plus, Robbins WTE</b>	Cook	IL	0	0	0	0	0	0
<b>Total MSW</b>								<b>7,625,929</b>

2005								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			1,200,430		1,092,741	1,092,741
Munster Landfill	Lake	IN			0		0	0
Feddele C/D Landfill	Lake	IN			0		0	0
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			199,048		165,950	165,950
Deercroft RDF	LaPorte	IN			0		0	0
Newton County Landfill	Newton	IN			2,145,175		1,090,179	1,090,179
Liberty Landfill	White	IN			577,613		252,630	252,630
<b>Subtotal</b>					<b>4,122,266</b>		<b>2,601,500</b>	<b>2,601,500</b>
<b>Less, Special Waste</b>								<b>80,449</b>
<b>Total MSW</b>								<b>2,521,051</b>

2005								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		3,712,950	1,125,136	1,249,612	378,670	378,670
SE Berrien County	Berrien	MI		689,221	208,855	2	1	1
<b>Subtotal</b>				<b>4,402,171</b>	<b>1,333,991</b>	<b>1,249,614</b>	<b>378,671</b>	<b>378,671</b>

2005								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			170,650		2	2
Glacier Ridge	Dodge	WI			320,825		14,236	14,236
Superior Valley Meadows	Jefferson	WI			0		0	0
Pheasant Run RDF	Kenosha	WI			1,154,006		970,742	970,742
Metro RDF	Milwaukee	WI			617,974		1,016	1,016
Kestrel Hawk	Racine	WI			439,427		357,971	357,971
City of Janesville - Rock Co. LF	Rock	WI			205,206		16,961	16,961
Mallard Ridge	Walworth	WI			337,970		51,104	51,104
Emerald Park	Waukesha	WI			872,487		0	0
Orchard Ridge RDF	Waukesha	WI			1,200,920		6	6
<b>Subtotal</b>					<b>5,319,465</b>		<b>1,412,038</b>	<b>1,412,038</b>

Less, Special Waste								2
<b>Total MSW</b>								<b>1,412,036</b>
Total Waste - All States								12,903,725
Total MSW - All States								11,937,687

Population (see Table G.2-5)								8,375,611
Waste Disposal (pcd) - Total Waste								8.4
Waste Disposal (pcd) - MSW Only								7.8

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

			2004					
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	2,400	303,857	364,628	6,296	7,555	357,073
CID RDF #4	Cook	IL	2,400	133,232	159,878	2,183	2,620	157,258
Community Landfill	Grundy	IL	0	0	0	0	0	0
Countryside RDF	Lake	IL	600	1,881,489	564,447	0	0	564,447
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	811	1,147,644	465,370	0	0	465,370
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	600	359,255	107,777	0	0	107,777
Laraway RDF	Will	IL	2,400	2,629	3,155	0	0	3,155
Lee County Landfill	Lee	IL	600	4,025,263	1,207,579	15,812	4,744	1,202,835
Livingston Landfill	Livingston	IL	656	7,547,607	2,475,615	0	0	2,475,615
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	475	4,721,672	1,121,161	277	66	1,121,095
Prairie View RDF	Will	IL	436	1,885,665	411,075	0	0	411,075
River Bend Prairie	Cook	IL	1,031	716,530	369,371	2,630	1,356	368,015
Settler's Hill RDF	Kane	IL	592	2,461,334	728,555	0	0	728,555
Streator Area Landfill	Livingston	IL	600	554,032	166,210	2,644	793	165,417
Wheatland Prairie RDF	Will	IL	0	0	0	0	0	0
Woodland RDF	Kane	IL	0	0	0	0	0	0
Zion Landfill	Lake	IL	643	2,593,587	833,838	81,528	26,211	807,627
Subtotal			634	28,333,796	8,978,659	111,370	43,345	8,935,314
Less, Special Waste								869,993
Plus, Robbins WTE	Cook	IL	0	0	0	0	0	0
Total MSW								8,065,321

			2004					
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			712,180		605,664	605,664
Munster Landfill	Lake	IN			73,313		17,347	17,347
Feddeler C/D Landfill	Lake	IN			0		0	0
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			270,807		223,521	223,521
Deercroft RDF	LaPorte	IN			0		0	0
Newton County Landfill	Newton	IN			1,685,838		952,734	952,734
Liberty Landfill	White	IN			583,737		291,005	291,005
Subtotal					3,325,875		2,090,271	2,090,271
Less, Special Waste								93,662
Total MSW								1,996,609

			2004					
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		4,029,803	1,221,152	1,768,592	535,937	535,937
SE Berrien County	Berrien	MI		651,732	197,495	55	17	17
Subtotal				4,681,535	1,418,647	1,768,647	535,954	535,954

			2004					
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			218,686		28	28
Glacier Ridge	Dodge	WI			308,934		17,511	17,511
Superior Valley Meadows	Jefferson	WI			0		0	0
Pheasant Run RDF	Kenosha	WI			1,168,236		955,813	955,813
Metro RDF	Milwaukee	WI			890,133		27,544	27,544
Kestrel Hawk	Racine	WI			576,742		344,666	344,666
City of Janesville - Rock Co. LF	Rock	WI			155,554		16,617	16,617
Mallard Ridge	Walworth	WI			345,908		45,408	45,408
Emerald Park	Waukesha	WI			639,921		0	0
Orchard Ridge RDF	Waukesha	WI			883,997		3	3
Subtotal					5,188,111		1,407,590	1,407,590
Less, Special Waste								28
Total MSW								1,407,562

Total Waste - All States 12,969,129

Total MSW - All States 12,005,446

Population (see Table G.2-5) 8,351,693

Waste Disposal (pcd) - Total Waste 8.5

Waste Disposal (pcd) - MSW Only 7.9

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

2003								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	985	301,618	148,547	1,396	688	147,859
CID RDF #4	Cook	IL	1,842	78,638	72,426	2,286	2,105	70,321
Community Landfill	Grundy	IL	600	0	0	0	0	0
Countryside RDF	Lake	IL	600	1,796,279	538,884	0	0	538,884
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	730	1,346,988	491,651	0	0	491,651
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	600	387,266	116,180	0	0	116,180
Laraway RDF	Will	IL	1,980	19,688	19,491	0	0	19,491
Lee County Landfill	Lee	IL	600	4,337,507	1,301,252	60,908	18,273	1,282,979
Livingston Landfill	Livingston	IL	656	10,550,336	3,460,510	0	0	3,460,510
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	426	4,928,362	1,049,741	3,294	702	1,049,039
River Bend Prairie	Cook	IL	722	663,684	239,590	28,190	10,176	229,414
Settler's Hill RDF	Kane	IL	495	4,766,833	1,179,791	0	0	1,179,791
Streator Area Landfill	Livingston	IL	600	369,803	110,941	5,394	1,618	109,323
Wheatland Prairie RDF	Will	IL	0	0	0	0	0	0
Woodland RDF	Kane	IL	0	0	0	0	0	0
Zion Landfill	Lake	IL	590	2,661,210	785,057	84,000	24,780	760,277
<b>Subtotal</b>			<b>591</b>	<b>32,208,212</b>	<b>9,514,061</b>	<b>185,469</b>	<b>58,342</b>	<b>9,455,719</b>
<b>Less, Special Waste</b>								<b>864,307</b>
<b>Plus, Robbins WTE</b>	Cook	IL	0	0	0	0	0	0
<b>Total MSW</b>								<b>8,591,412</b>

2003								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			303,978		104,739	104,739
Munster Landfill	Lake	IN			164,719		34,769	34,769
Feddeler C/D Landfill	Lake	IN			0		0	0
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			112,585		63,966	63,966
Deercroft RDF	LaPorte	IN			0		0	0
Newton County Landfill	Newton	IN			1,102,460		536,777	536,777
Liberty Landfill	White	IN			321,545		23,164	23,164
<b>Subtotal</b>					<b>2,005,287</b>		<b>763,415</b>	<b>763,415</b>
<b>Less, Special Waste</b>								<b>43,901</b>
<b>Total MSW</b>								<b>719,514</b>

2003								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		3,875,979	1,174,539	1,811,172	548,840	548,840
SE Berrien County	Berrien	MI		589,082	178,510	115	35	35
<b>Subtotal</b>				<b>4,465,061</b>	<b>1,353,049</b>	<b>1,811,287</b>	<b>548,875</b>	<b>548,875</b>

2003								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			153,399		165	165
Glacier Ridge	Dodge	WI			285,370		12,526	12,526
Superior Valley Meadows	Jefferson	WI			0		0	0
Pheasant Run RDF	Kenosha	WI			670,868		469,627	469,627
Metro RDF	Milwaukee	WI			871,920		80,941	80,941
Kestrel Hawk	Racine	WI			508,510		279,436	279,436
City of Janesville - Rock Co. LF	Rock	WI			150,087		22,088	22,088
Mallard Ridge	Walworth	WI			323,067		33,728	33,728
Emerald Park	Waukesha	WI			637,418		0	0
Orchard Ridge RDF	Waukesha	WI			822,442		15	15
<b>Subtotal</b>				<b>4,423,081</b>		<b>898,526</b>	<b>898,526</b>	
<b>Less, Special Waste</b>								<b>165</b>
<b>Total MSW</b>								<b>898,361</b>
<b>Total Waste - All States</b>								<b>11,666,635</b>
<b>Total MSW - All States</b>								<b>10,758,162</b>
<b>Population (see Table G.2-5)</b>								<b>8,327,777</b>
Waste Disposal (pcd) - Total Waste								<b>7.7</b>
Waste Disposal (pcd) - MSW Only								<b>7.1</b>

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

## GROOT INDUSTRIES LAKE TRANSFER STATION

## TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

2002								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	985	526,100	259,104	0	0	259,104
CID RDF #4	Cook	IL	1,842	512,730	472,224	5,653	5,206	467,018
Community Landfill	Grundy	IL	600	87,426	26,228	0	0	26,228
Countryside RDF	Lake	IL	600	1,803,372	541,012	0	0	541,012
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	600	1,835,948	550,784	0	0	550,784
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	600	452,925	135,878	0	0	135,878
Laraway RDF	Will	IL	1,980	65,819	65,161	0	0	65,161
Lee County Landfill	Lee	IL	600	3,444,057	1,033,217	91,022	27,307	1,005,910
Livingston Landfill	Livingston	IL	656	9,630,512	3,158,808	0	0	3,158,808
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	468	4,413,427	1,032,742	25,663	6,005	1,026,737
River Bend Prairie	Cook	IL	900	620,753	279,339	31,138	14,012	265,327
Settler's Hill RDF	Kane	IL	513	4,299,246	1,102,757	0	0	1,102,757
Streator Area Landfill	Livingston	IL	600	173,077	51,923	1,403	421	51,502
Wheatland Prairie RDF	Will	IL	0	0	0	0	0	0
Woodland RDF	Kane	IL	606	928,610	281,397	180	55	281,342
Zion Landfill	Lake	IL	603	2,463,544	742,759	91,440	27,569	715,190
<b>Subtotal</b>			<b>623</b>	<b>31,257,546</b>	<b>9,733,333</b>	<b>246,499</b>	<b>80,575</b>	<b>9,652,768</b>
<b>Less, Special Waste</b>								<b>940,773</b>
<b>Plus, Robbins WTE</b>	Cook	IL	0	0	0	0	0	0
<b>Total MSW</b>								<b>8,711,985</b>

2002								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			395,923		168,999	168,999
Munster Landfill	Lake	IN			157,587		33,029	33,029
Feddeler C/D Landfill	Lake	IN			0		0	0
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			28,669		20,756	20,756
Deercroft RDF	LaPorte	IN			787,289		512,325	512,325
Newton County Landfill	Newton	IN			1,073,722		547,819	547,819
Liberty Landfill	White	IN			138,668		8,453	8,453
<b>Subtotal</b>					<b>2,581,858</b>		<b>1,291,381</b>	<b>1,291,381</b>
<b>Less, Special Waste</b>								<b>50,862</b>
<b>Total MSW</b>								<b>1,240,519</b>

2002								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		3,578,631	1,084,434	1,639,322	496,764	496,764
SE Berrien County	Berrien	MI		537,792	162,967	395	120	120
<b>Subtotal</b>				<b>4,116,423</b>	<b>1,247,401</b>	<b>1,639,717</b>	<b>496,884</b>	<b>496,884</b>

2002								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			143,371		4,645	4,645
Glacier Ridge	Dodge	WI			342,641		13,969	13,969
Superior Valley Meadows	Jefferson	WI			0		0	0
Pheasant Run RDF	Kenosha	WI			603,264		419,530	419,530
Metro RDF	Milwaukee	WI			803,491		64,711	64,711
Kestrel Hawk	Racine	WI			537,054		322,503	322,503
City of Janesville - Rock Co. L.F.	Rock	WI			153,951		22,905	22,905
Mallard Ridge	Walworth	WI			364,177		75,656	75,656
Emerald Park	Waukesha	WI			792,372		0	0
Orchard Ridge RDF	Waukesha	WI			749,172		4	4
<b>Subtotal</b>				<b>4,489,493</b>		<b>923,923</b>		<b>923,923</b>
<b>Less, Special Waste</b>								<b>4,645</b>
<b>Total MSW</b>								<b>919,278</b>

Total Waste - All States		12,364,946
Total MSW - All States		11,368,666
Population (see Table G.2-5)		8,303,861
Waste Disposal (pcd) - Total Waste		8.2
Waste Disposal (pcd) - MSW Only		7.5

## Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

2001								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	0	0	0	0	0	0
CID RDF #3	Cook	IL	985	647,212	318,752	4,107	2,023	316,729
CID RDF #4	Cook	IL	1,842	246,097	226,655	3,380	3,113	223,542
Community Landfill	Grundy	IL	600	167,619	50,286	0	0	50,286
Countryside RDF	Lake	IL	600	1,717,380	515,214	0	0	515,214
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	600	1,657,071	497,121	0	0	497,121
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	600	513,520	154,056	0	0	154,056
Laraway RDF	Will	IL	1,980	115,889	114,730	0	0	114,730
Lee County Landfill	Lee	IL	600	3,440,363	1,032,109	102,024	30,607	1,001,502
Livingston Landfill	Livingston	IL	656	9,747,743	3,197,260	654	215	3,197,045
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	487	3,515,139	855,936	15,138	3,686	852,250
River Bend Prairie	Cook	IL	600	607,781	182,334	7,268	2,180	180,154
Settler's Hill RDF	Kane	IL	457	3,919,894	895,696	0	0	895,696
Streator Area Landfill	Livingston	IL	600	216,229	64,869	640	192	64,677
Wheatland Prairie RDF	Will	IL	550	192,208	52,857	0	0	52,857
Woodland RDF	Kane	IL	714	1,317,117	470,211	1,096	391	469,820
Zion Landfill	Lake	IL	572	2,359,617	674,850	77,039	22,033	652,817
Subtotal			=====	=====	=====	=====	=====	=====
			612	30,380,879	9,302,936	211,346	64,440	9,238,496
Less, Special Waste								723,305
Plus, Robbins WTE	Cook	IL	0	0	0	0	0	0
Total MSW								8,515,191
2001								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			530,075		220,363	220,363
Munster Landfill	Lake	IN			157,622		33,580	33,580
Feddeler C/D Landfill	Lake	IN			0		0	0
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			0		0	0
Deercroft RDF	LaPorte	IN			881,725		611,772	611,772
Newton County Landfill	Newton	IN			1,176,499		647,816	647,816
Liberty Landfill	White	IN			0		0	0
Subtotal					2,745,921		1,513,531	1,513,531
Less, Special Waste								94,836
Total MSW								1,418,695
2001								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		4,544,318	1,377,066	2,559,811	775,700	775,700
SE Berrien County	Berrien	MI		557,892	169,058	3,185	965	965
Subtotal				5,102,210	1,546,124	2,562,996	776,665	776,665
2001								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			140,972		2,703	2,703
Glacier Ridge	Dodge	WI			441,749		11,709	11,709
Superior Valley Meadows	Jefferson	WI			0		0	0
Pheasant Run RDF	Kenosha	WI			718,715		525,908	525,908
Metro RDF	Milwaukee	WI			596,399		0	0
Kestrel Hawk	Racine	WI			778,277		526,377	526,377
City of Janesville - Rock Co. LF	Rock	WI			127,365		253	253
Mallard Ridge	Walworth	WI			231,640		14,220	14,220
Emerald Park	Waukesha	WI			788,481		0	0
Orchard Ridge RDF	Waukesha	WI			865,768		1,815	1,815
Subtotal					4,689,366		1,082,985	1,082,985
Less, Special Waste								2,703
Total MSW								1,080,282
Total Waste - All States								12,611,677
Total MSW - All States								11,790,833
Population (see Table G.2-5)								8,279,943
Waste Disposal (pcd) - Total Waste								8.3
Waste Disposal (pcd) - MSW Only								7.8

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

2000								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	800	308,050	123,220	0	0	123,220
CID RDF #3	Cook	IL	985	584,545	287,888	2,259	1,113	286,775
CID RDF #4	Cook	IL	1,842	224,365	206,640	2,682	2,470	204,170
Community Landfill	Grundy	IL	600	205,701	61,710	0	0	61,710
Countryside RDF	Lake	IL	600	1,529,215	458,765	0	0	458,765
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	600	2,083,157	624,947	0	0	624,947
Green Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	600	161,865	48,560	0	0	48,560
Laraway RDF	Will	IL	1,980	475,642	470,886	778	770	470,116
Lee County Landfill	Lee	IL	600	3,052,273	915,682	0	0	915,682
Livingston Landfill	Livingston	IL	656	8,272,419	2,713,353	291	95	2,713,258
Mallard Lake Landfill	DuPage	IL	0	0	0	0	0	0
Orchard Hills Landfill	Ogle	IL	553	2,600,000	718,900	132	36	718,864
River Bend Prairie	Cook	IL	600	507,816	152,345	507	152	152,193
Settler's Hill RDF	Kane	IL	466	3,920,084	913,380	0	0	913,380
Streator Area Landfill	Livingston	IL	600	674,652	202,396	2,070	621	201,775
Wheatland Prairie RDF	Will	IL	550	742,564	204,205	0	0	204,205
Woodland RDF	Kane	IL	606	858,419	260,101	3,130	948	259,153
Zion Landfill	Lake	IL	521	2,012,593	524,280	85,244	22,206	502,074
Subtotal			630	28,213,360	8,887,258	97,093	28,411	8,858,847
Less, Special Waste								764,049
Plus, Robbins WTE	Cook	IL	606	683,413	207,095	0	0	207,095
Total MSW								8,301,893
2000								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			494,433		202,427	202,427
Munster Landfill	Lake	IN			149,260		40,423	40,423
Feddele C/D Landfill	Lake	IN			7,631		53	53
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			0		0	0
Deercroft RDF	LaPorte	IN			1,074,816		652,779	652,779
Newton County Landfill	Newton	IN			885,336		546,497	546,497
Liberty Landfill	White	IN			0		0	0
Subtotal					2,611,476		1,442,179	1,442,179
Less, Special Waste								37,078
Total MSW								1,405,101
2000								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		4,145,910	1,256,336	2,106,015	638,186	638,186
SE Berrien County	Berrien	MI		548,559	166,230	6,082	1,843	1,843
Subtotal				4,694,469	1,422,566	2,112,097	640,029	640,029
2000								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			155,002		14,720	14,720
Glacier Ridge	Dodge	WI			428,317		7,019	7,019
Superior Valley Meadows	Jefferson	WI			0		0	0
Pheasant Run RDF	Kenosha	WI			797,312		612,712	612,712
Metro RDF	Milwaukee	WI			451,949		0	0
Kestrel Hawk	Racine	WI			558,611		393,838	393,838
City of Janesville - Rock Co. LF	Rock	WI			156,873		20,476	20,476
Mallard Ridge	Walworth	WI			265,584		76,151	76,151
Emerald Park	Waukesha	WI			650,172		1,043	1,043
Orchard Ridge RDF	Waukesha	WI			932,685		873	873
Subtotal				4,396,505		1,126,832		1,126,832
Less, Special Waste								14,720
Total MSW								1,112,112
Total Waste - All States								12,067,887
Total MSW - All States								11,459,135
Population (see Table G.2-5)								8,256,027
Waste Disposal (pcd) - Total Waste								8.0
Waste Disposal (pcd) - MSW Only								7.6

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

1999								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	800	262,000	104,800	0	0	104,800
CID RDF #3	Cook	IL	985	465,831	229,422	4,597	2,264	227,158
CID RDF #4	Cook	IL	1,842	41,916	38,605	11,467	10,561	28,044
Community Landfill	Grundy	IL	600	303,067	90,920	0	0	90,920
Countryside RDF	Lake	IL	600	1,434,843	430,453	0	0	430,453
Dixon/GROP #2	Lee	IL	0	0	0	0	0	0
Envirotech	Grundy	IL	600	1,487,889	446,367	0	0	446,367
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	0	0	0	0	0	0
Hillside	Cook	IL	600	813,843	244,153	0	0	244,153
Laraway RDF	Will	IL	1,980	188,785	186,897	4,904	4,855	182,042
Lee County Landfill	Lee	IL	600	2,227,247	668,174	0	0	668,174
Livingston Landfill	Livingston	IL	656	6,792,024	2,227,784	530	174	2,227,610
Mallard Lake Landfill	DuPage	IL	580	469,317	136,102	0	0	136,102
Orchard Hills Landfill	Ogle	IL	460	4,369,843	1,005,064	0	0	1,005,064
River Bend Prairie	Cook	IL	600	954,946	286,484	15,583	4,675	281,809
Settler's Hill RDF	Kane	IL	481	4,081,394	981,575	0	0	981,575
Streator Area Landfill	Livingston	IL	600	553,694	166,108	0	0	166,108
Wheatland Prairie RDF	Will	IL	490	2,027,665	496,778	0	0	496,778
Woodland RDF	Kane	IL	669	1,171,698	391,933	4,650	1,555	390,378
Zion Landfill	Lake	IL	578	1,788,741	516,946	72,677	21,004	495,942
Subtotal			=====	=====	=====	=====	=====	=====
			588	29,434,743	8,648,565	114,408	45,088	8,603,477
Less, Special Waste								688,278
Plus, Robbins WTE	Cook	IL	540	1,398,929	377,852	0	0	377,852
Total MSW								8,293,051
1999								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			807,409		310,470	310,470
Munster Landfill	Lake	IN			126,396		44,230	44,230
Feddeler C/D Landfill	Lake	IN			47,002		21,754	21,754
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			0		0	0
Deercroft RDF	LaPorte	IN			544,913		155,661	155,661
Newton County Landfill	Newton	IN			1,416,299		1,174,481	1,174,481
Liberty Landfill	White	IN			100,578		34,288	34,288
Subtotal					3,042,597		1,740,884	1,740,884
Less, Special Waste								124,076
Total MSW								1,616,808
1999								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		2,329,695	705,968	552,889	167,542	167,542
SE Berrien County	Berrien	MI		604,862	183,292	5,133	1,555	1,555
Subtotal				2,934,557	889,260	558,022	169,097	169,097
1999								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			169,669		0	0
Glacier Ridge	Dodge	WI			369,727		5,032	5,032
Superior Valley Meadows	Jefferson	WI			30,747		398	398
Pheasant Run RDF	Kenosha	WI			910,633		740,142	740,142
Metro RDF	Milwaukee	WI			758,539		0	0
Kestrel Hawk	Racine	WI			458,901		310,053	310,053
City of Janesville - Rock Co. LF	Rock	WI			187,590		19,495	19,495
Mallard Ridge	Walworth	WI			198,839		23,886	23,886
Emerald Park	Waukesha	WI			746,152		550	550
Orchard Ridge RDF	Waukesha	WI			702,790		264	264
Subtotal					4,533,587		1,099,820	1,099,820
Less, Special Waste								0
Total MSW								1,099,820
Total Waste - All States								11,613,278
Total MSW - All States								11,178,776
Population (see Table G.2-5)								8,171,741
Waste Disposal (pcd) - Total Waste								7.8
Waste Disposal (pcd) - MSW Only								7.5

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

1998								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	800	507,000	202,800	0	0	202,800
CID RDF #3	Cook	IL	985	194,718	95,899	7,283	3,587	92,312
CID RDF #4	Cook	IL	1,842	49,946	46,000	0	0	46,000
Community Landfill	Grundy	IL	600	248,125	74,438	0	0	74,438
Countryside RDF	Lake	IL	500	1,382,555	345,639	0	0	345,639
Dixon/GROP #2	Lee	IL	600	819,224	245,767	0	0	245,767
Envirotech	Grundy	IL	600	433,093	129,928	0	0	129,928
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	606	2,098,965	635,986	60,628	18,370	617,616
Hillside	Cook	IL	600	842,646	252,794	0	0	252,794
Laraway RDF	Will	IL	1,980	221,879	219,660	27,125	26,854	192,806
Lee County Landfill	Lee	IL	600	123,342	37,003	0	0	37,003
Livingston Landfill	Livingston	IL	656	5,319,565	1,744,817	7,946	2,806	1,742,211
Mallard Lake Landfill	DuPage	IL	580	3,152,203	914,139	0	0	914,139
Orchard Hills Landfill	Ogle	IL	507	1,412,146	357,979	0	0	357,979
River Bend Prairie	Cook	IL	600	297,172	89,152	12,674	3,802	85,350
Settler's Hill RDF	Kane	IL	533	3,050,916	813,069	36	10	813,059
Streator Area Landfill	Livingston	IL	600	693,813	208,144	24,640	7,392	200,752
Wheatland Prairie RDF	Will	IL	560	1,008,693	282,434	0	0	282,434
Woodland RDF	Kane	IL	679	1,267,663	430,372	5,481	1,861	428,511
Zion Landfill	Lake	IL	682	964,685	328,958	40,142	13,688	315,270
Subtotal			619	24,088,349	7,454,978	185,955	78,170	7,376,808
Less, Special Waste								590,145
Plus, Robbins WTE	Cook	IL	606	1,524,468	461,960	0	0	461,960
Total MSW								7,248,623
1998								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			605,666		327,314	327,314
Munster Landfill	Lake	IN			163,575		63,451	63,451
Feddele C/D Landfill	Lake	IN			45,661		26,556	26,556
Gary Sanitary Landfill	Lake	IN			0		0	0
Lake County C/D Site	Lake	IN			0		0	0
Deercroft RDF	LaPorte	IN			1,053,526		561,039	561,039
Newton County Landfill	Newton	IN			1,454,465		1,114,593	1,114,593
Liberty Landfill	White	IN			659,988		461,119	461,119
Subtotal					3,982,881		2,554,072	2,554,072
Less, Special Waste								164,995
Total MSW								2,389,077
1998								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		1,294,962	392,413	157,218	47,642	47,642
SE Berrien County	Berrien	MI		631,321	191,309	1,185	359	359
Subtotal					1,926,283		158,403	48,001
1998								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			210,357		1,442	1,442
Glacier Ridge	Dodge	WI			416,878		3,782	3,782
Superior Valley Meadows	Jefferson	WI			136,373		1,862	1,862
Pheasant Run RDF	Kenosha	WI			845,808		705,800	705,800
Metro RDF	Milwaukee	WI			863,160		1	1
Kestrel Hawk	Racine	WI			359,385		112,561	112,561
City of Janesville - Rock Co. LF	Rock	WI			164,679		20,359	20,359
Mallard Ridge	Walworth	WI			336,596		110,600	110,600
Emerald Park	Waukesha	WI			914,942		162,422	162,422
Orchard Ridge RDF	Waukesha	WI			507,783		242	242
Subtotal					4,765,961		1,119,071	1,119,071
Less, Special Waste								1,442
Total MSW								1,117,629
Total Waste - All States								11,097,952
Total MSW - All States								10,803,330
Population (see Table G.2-5)								8,087,453
Waste Disposal (pcd) - Total Waste								7.5
Waste Disposal (pcd) - MSW Only								7.3

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

1997								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	0	0	0	0	0	0
CDT Landfill	Will	IL	800	625,000	250,000	0	0	250,000
CID RDF #3	Cook	IL	985	449,492	221,375	10,542	5,192	216,183
CID RDF #4	Cook	IL	1,842	405	373	0	0	373
Community Landfill	Grundy	IL	600	150,753	45,226	0	0	45,226
Countryside RDF	Lake	IL	500	1,189,121	297,280	0	0	297,280
Dixon/GROP #2	Lee	IL	600	993,033	297,910	0	0	297,910
Envirotech	Grundy	IL	663	485,470	160,933	0	0	160,933
Greene Valley	DuPage	IL	0	0	0	0	0	0
Harbor View	Cook	IL	600	707,047	212,114	50,540	15,162	196,952
Hillside	Cook	IL	600	341,138	102,341	0	0	102,341
Laraway RDF	Will	IL	2,000	137,700	137,700	28,264	28,264	109,436
Lee County Landfill	Lee	IL	0	0	0	0	0	0
Livingston Landfill	Livingston	IL	656	5,447,732	1,786,856	13,520	4,435	1,782,421
Mallard Lake Landfill	DuPage	IL	643	3,174,600	1,020,634	0	0	1,020,634
Orchard Hills Landfill	Ogle	IL	0	0	0	0	0	0
River Bend Prairie	Cook	IL	600	292,224	87,667	5,100	1,530	86,137
Settler's Hill RDF	Kane	IL	567	3,387,618	960,390	0	0	960,390
Streator Area Landfill	Livingston	IL	600	572,457	171,737	664	199	171,538
Wheatland Prairie RDF	Will	IL	598	755,232	225,814	0	0	225,814
Woodland RDF	Kane	IL	683	1,240,288	423,558	46,795	15,980	407,578
Zion Landfill	Lake	IL	700	23,163	8,107	0	0	8,107
<b>Subtotal</b>			<b>642</b>	<b>19,972,473</b>	<b>6,410,015</b>	<b>155,425</b>	<b>70,762</b>	<b>6,339,253</b>
<b>Less, Special Waste</b>								<b>507,140</b>
<b>Plus, Robbins WTE</b>	<b>Cook</b>	<b>IL</b>	<b>606</b>	<b>1,333,555</b>	<b>404,067</b>	<b>0</b>	<b>0</b>	<b>404,067</b>
<b>Total MSW</b>								<b>6,236,180</b>
1997								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			551,200		317,124	317,124
Munster Landfill	Lake	IN			0		0	0
Feddele C/D Landfill	Lake	IN			64,915		37,506	37,506
Gary Sanitary Landfill	Lake	IN			8,425		0	0
Lake County C/D Site	Lake	IN			0		0	0
Deercroft RDF	LaPorte	IN			1,006,120		589,533	589,533
Newton County Landfill	Newton	IN			1,108,051		849,324	849,324
Liberty Landfill	White	IN			774,450		585,740	585,740
<b>Subtotal</b>					<b>3,513,161</b>		<b>2,379,227</b>	<b>2,379,227</b>
<b>Less, Special Waste</b>								<b>177,673</b>
<b>Total MSW</b>								<b>2,201,554</b>
1997								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		1,384,960	419,685	298,828	90,554	90,554
SE Berrien County	Berrien	MI		653,744	198,104	384	116	116
<b>Subtotal</b>				<b>2,038,704</b>	<b>617,789</b>	<b>299,212</b>	<b>90,670</b>	<b>90,670</b>
1997								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			113,006		3,932	3,932
Glacier Ridge	Dodge	WI			315,832		0	0
Superior Valley Meadows	Jefferson	WI			135,690		2,744	2,744
Pheasant Run RDF	Kenosha	WI			837,621		722,188	722,188
Metro RDF	Milwaukee	WI			463,463		0	0
Kestrel Hawk	Racine	WI			149,900		36,609	36,609
City of Janesville - Rock Co. LF	Rock	WI			133,435		19,461	19,461
Mallard Ridge	Walworth	WI			314,224		100,580	100,580
Emerald Park	Waukesha	WI			693,385		2,559	2,559
Orchard Ridge RDF	Waukesha	WI			421,651		135	135
<b>Subtotal</b>					<b>3,578,207</b>		<b>888,108</b>	<b>888,108</b>
<b>Less, Special Waste</b>								<b>3,032</b>
<b>Total MSW</b>								<b>884,176</b>
<b>Total Waste - All States</b>								<b>9,697,258</b>
<b>Total MSW - All States</b>								<b>9,412,580</b>
<b>Population (see Table G.2-5)</b>								<b>8,003,170</b>
Waste Disposal (pcd) - Total Waste								<b>6.6</b>
Waste Disposal (pcd) - MSW Only								<b>6.4</b>

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-3 - CALCULATION OF DISPOSAL RATES (CHICAGO METROPOLITAN AREA)

1996								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	Imports (c.y.)	Imports (tons)	Illinois (tons)
Beecher Development	Will	IL	400	539,395	107,879	7,819	1,564	106,315
CDT Landfill	Will	IL	800	764,000	305,600	0	0	305,600
CID RDF #3	Cook	IL	770	549,000	211,365	6,397	2,463	208,902
CID RDF #4	Cook	IL	2,525	0	0	0	0	0
Community Landfill	Grundy	IL	600	297,988	89,396	0	0	89,396
Countryside RDF	Lake	IL	500	1,328,669	332,167	0	0	332,167
Dixon/GROP #2	Lee	IL	600	897,793	269,338	0	0	269,338
Environtech	Grundy	IL	749	506,463	189,670	0	0	189,670
Greene Valley	DuPage	IL	606	6,586,306	1,995,651	0	0	1,995,651
Harbor View	Cook	IL	600	724,274	217,282	55,906	16,772	200,510
Hillside	Cook	IL	600	1,682,700	504,810	0	0	504,810
Laraway RDF	Will	IL	2,000	133,861	133,861	67,317	67,317	66,544
Lee County Landfill	Lee	IL	0	0	0	0	0	0
Livingston Landfill	Livingston	IL	715	2,855,962	1,021,006	3,830	1,369	1,019,637
Mallard Lake Landfill	DuPage	IL	641	4,520,040	1,448,673	0	0	1,448,673
Orchard Hills Landfill	Ogle	IL	0	0	0	0	0	0
River Bend Prairie	Cook	IL	600	279,114	83,734	258	77	83,657
Settler's Hill RDF	Kane	IL	572	2,473,276	707,357	16	5	707,352
Streator Area Landfill	Livingston	IL	600	479,017	143,705	757	227	143,478
Wheatland Prairie RDF	Will	IL	900	326,898	147,104	0	0	147,104
Woodland RDF	Kane	IL	892	1,447,866	645,748	6,406	2,857	642,891
Zion Landfill	Lake	IL	700	231,379	80,983	28,159	9,856	71,127
<b>Subtotal</b>			<b>=====</b>	<b>=====</b>	<b>=====</b>	<b>=====</b>	<b>=====</b>	<b>=====</b>
Less, Special Waste			649	26,624,001	8,635,329	176,865	102,507	8,532,822
<b>Plus, Robbins WTE</b>	<b>Cook</b>	<b>IL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total MSW</b>								<b>7,850,196</b>
1996								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
County Line Landfill	Fulton	IN			587,779		383,391	383,391
Munster Landfill	Lake	IN			36,281		0	0
Feddeler C/D Landfill	Lake	IN			100,918		70,519	70,519
Gary Sanitary Landfill	Lake	IN			212,673		144,271	144,271
Lake County C/D Site	Lake	IN			0		0	0
Deercroft RDF	LaPorte	IN			680,833		278,594	278,594
Newton County Landfill	Newton	IN			543,918		370,701	370,701
Liberty Landfill	White	IN			605,409		388,592	388,592
<b>Subtotal</b>					<b>2,767,811</b>		<b>1,636,068</b>	<b>1,636,068</b>
Less, Special Waste								<b>81,902</b>
<b>Total MSW</b>								<b>1,554,166</b>
1996								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Forest Lawn Landfill	Berrien	MI		1,604,199	486,121	556,958	168,775	168,775
SE Berrien County	Berrien	MI		488,448	148,015	21,545	6,529	6,529
<b>Subtotal</b>				<b>2,092,647</b>	<b>634,136</b>	<b>578,503</b>	<b>175,304</b>	<b>175,304</b>
1996								
Landfill	County	State	Density (lbs/c.y.)	Throughput (c.y.)	Throughput (tons)	IL-Imports (c.y.)	IL-Imports (tons)	Illinois (tons)
Madison Prairie	Dane	WI			0		0	0
Glacier Ridge	Dodge	WI			314,405		0	0
Superior Valley Meadows	Jefferson	WI			151,104		2,614	2,614
Pheasant Run RDF	Kenosha	WI			451,324		346,315	346,315
Metro RDF	Milwaukee	WI			446,033		0	0
Kestrel Hawk	Racine	WI			167,299		1,000	1,000
City of Janesville - Rock Co. LF	Rock	WI			130,677		16,758	16,758
Mallard Ridge	Walworth	WI			294,280		98,390	98,390
Emerald Park	Waukesha	WI			571,524		0	0
Orchard Ridge RDF	Waukesha	WI			442,724		252	252
<b>Subtotal</b>					<b>2,969,370</b>		<b>465,329</b>	<b>465,329</b>
Less, Special Waste								<b>0</b>
<b>Total MSW</b>								<b>465,329</b>
Total Waste - All States								<b>10,809,523</b>
Total MSW - All States								<b>10,044,995</b>
Population (see Table G.2-5)								<b>7,918,882</b>
Waste Disposal (pcd) - Total Waste								<b>7.5</b>
Waste Disposal (pcd) - MSW Only								<b>7.0</b>

Notes:

1. MSW = Municipal Solid Waste; PCD = pounds per capita per day.
2. Density of waste assumed for Michigan landfills: 3.3 cubic yards = 1 ton.
3. Disposal rate based on 365 days per year.

## GROOT INDUSTRIES LAKE TRANSFER STATION

## TABLE G.2-4 - SPECIAL WASTE LANDFILLED IN ILLINOIS LANDFILLS UTILIZED BY THE CHICAGO METROPOLITAN AREA

Facility	2009 (cubic yards)	2008 (cubic yards)	2007 (cubic yards)	2006 (cubic yards)	2005 (cubic yards)
CDT Landfill	0	0	0	0	0
CID RDF	0	0	28,793	7,550	81,442
Community Landfill	0	0	0	0	0
Countryside RDF	7,259	14,146	28,448	22,290	23,966
Environotech	26,933	102,551	109,156	268,004	336,136
Laraway RDF	6,084	62,835	48,434	0	0
Lee County Landfill	32,157	17,485	18,551	9,384	24,578
Livingston Landfill	7,134	9,621	7,832	14,572	15,025
Orchard Hills Landfill	25,130	12,344	15,983	108,665	215,281
Prairie View RDF	5,660	893	138,801	338,105	24,647
River Bend Prairie	36,134	110,249	210,339	144,739	141,080
Rochelle Municipal Landfill	12,600	15,978	12,663	10,074	
Settler's Hill RDF	0	0	0	99,395	91,266
Streator Area Landfill	0	0	0	0	530
Winnebago Landfill	7,989	14,613	7,737	8,512	
Woodland RDF	0	0	0	0	0
Zion Landfill	30,766	32,235	72,225	84,025	153,053
<b>Total, Special Waste</b>	<b>197,846</b> cubic yards	<b>392,950</b> cubic yards	<b>698,962</b> cubic yards	<b>1,115,315</b> cubic yards	<b>1,106,984</b> cubic yards
<b>Density</b>	<b>1,600</b> lbs/cubic yard				
<b>Total, Special Waste</b>	<b>158,277</b> tons	<b>314,360</b> tons	<b>559,170</b> tons	<b>892,252</b> tons	<b>885,587</b> tons
<b>Total Waste Landfilled</b>	<b>25,293,228</b> cubic yards	<b>27,356,959</b> cubic yards	<b>31,527,793</b> cubic yards	<b>32,226,238</b> cubic yards	<b>27,217,789</b> cubic yards
<b>% Special Waste by Volume</b>	<b>0.8%</b>	<b>1.4%</b>	<b>2.2%</b>	<b>3.5%</b>	<b>4.1%</b>
<b>Total Waste Landfilled, Tons</b>	<b>7,599,301</b> tons	<b>8,004,307</b> tons	<b>9,349,099</b> tons	<b>9,780,646</b> tons	<b>8,546,395</b> tons
<b>% Special Waste by Weight</b>	<b>2.1%</b>	<b>3.9%</b>	<b>6.0%</b>	<b>9.1%</b>	<b>10.4%</b>

Facility	2004 (cubic yards)	2003 (cubic yards)	2002 (cubic yards)	2001 (cubic yards)	2000 (cubic yards)
CDT Landfill	0	0	0	0	83,046
CID RDF	379,848	311,408	585,601	166,573	178,807
Community Landfill	0	0	0	70,036	26,400
Countryside RDF	30,546	67,705	21,534	9,266	40,198
Environotech	213,744	254,027	135,822	134,320	163,513
Laraway RDF	1,564	8,751	5,158	13,200	138,960
Lee County Landfill	9,170	9,881	17,000	20,564	4,032
Livingston Landfill	23,548	83,020	49,608	43,151	58,817
Orchard Hills Landfill	36,362	567	12,424	8,965	1,141
Prairie View RDF	9,275	0	0	0	0
River Bend Prairie	136,970	72,099	108,642	134,328	58,610
Rochelle Municipal Landfill					
Settler's Hill RDF	115,980	157,864	150,964	47,524	49,366
Streator Area Landfill	18,511	37,498	5,866	11,368	88,853
Winnebago Landfill	0	0	5,796	69,895	35,158
Woodland RDF	111,973	77,564	77,552	174,941	28,160
<b>Total, Special Waste</b>	<b>1,087,491</b> cubic yards	<b>1,080,384</b> cubic yards	<b>1,175,966</b> cubic yards	<b>904,131</b> cubic yards	<b>955,062</b> cubic yards
<b>Density</b>	<b>1,600</b> lbs/cubic yard				
<b>Total, Special Waste</b>	<b>869,993</b> tons	<b>864,307</b> tons	<b>940,773</b> tons	<b>723,305</b> tons	<b>764,049</b> tons
<b>Total Waste Landfilled</b>	<b>28,333,796</b> cubic yards	<b>32,208,212</b> cubic yards	<b>31,257,546</b> cubic yards	<b>30,380,879</b> cubic yards	<b>28,213,360</b> cubic yards
<b>% Special Waste by Volume</b>	<b>3.8%</b>	<b>3.4%</b>	<b>3.8%</b>	<b>3.0%</b>	<b>3.4%</b>
<b>Total Waste Landfilled, Tons</b>	<b>8,978,659</b> tons	<b>9,514,061</b> tons	<b>9,733,333</b> tons	<b>9,302,936</b> tons	<b>8,887,258</b> tons
<b>% Special Waste by Weight</b>	<b>9.7%</b>	<b>9.1%</b>	<b>9.7%</b>	<b>7.8%</b>	<b>8.6%</b>
<b>Average</b>					
<b>Average</b>					

## Notes:

1. Average density of special waste:

CID #3	985 lbs/cubic yard
CID #4	1,842 lbs/cubic yard
Laraway RDF	1,980 lbs/cubic yard
Average	1,600 lbs/cubic yard

GROOT INDUSTRIES LAKE TRANSFER STATION

TABLE G.2-5 - POPULATION DATA FOR CHICAGO METROPOLITAN AREA AND RURAL LANDFILL HOST COUNTIES

County	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000
Cook	5,105,067	5,132,234	5,159,402	5,186,569	5,213,737	5,240,904	5,268,071	5,295,239	5,322,406	5,349,574	5,376,741
DuPage	781,666	793,916	806,165	818,415	830,664	842,914	855,163	867,413	879,662	891,912	904,161
Kane	317,471	326,136	334,801	343,465	352,130	360,795	369,460	378,125	386,789	395,454	404,119
Lake	516,418	529,212	542,006	554,799	567,593	580,387	593,181	605,975	618,768	631,562	644,356
McHenry	183,241	190,925	198,608	206,292	213,975	221,659	229,343	237,026	244,710	252,393	260,077
Will	357,313	371,808	386,304	400,799	415,294	429,790	444,285	458,780	473,275	487,771	502,266
Subtotal	7,261,176	7,344,231	7,427,286	7,510,339	7,593,393	7,676,449	7,759,503	7,842,558	7,925,610	8,008,666	8,091,720
Grundy	32,337	32,857	33,377	33,896	34,416	34,936	35,456	35,976	36,495	37,015	37,535
Lee	34,392	34,559	34,726	34,893	35,060	35,227	35,394	35,561	35,728	35,895	36,062
Livingston	39,301	39,339	39,376	39,414	39,452	39,490	39,527	39,565	39,603	39,640	39,678
Ogle	45,957	46,465	46,972	47,480	47,987	48,495	49,002	49,510	50,017	50,525	51,032
Subtotal	151,987	153,220	154,451	155,683	156,915	158,148	159,379	160,612	161,843	163,075	164,307
Whiteside	60,186	60,233	60,279	60,326	60,373	60,420	60,466	60,513	60,560	60,606	60,653
Winnebago	252,913	255,464	258,014	260,565	263,115	265,666	268,216	270,767	273,317	275,868	278,418
Total	7,413,163	7,497,451	7,581,737	7,666,022	7,750,308	7,834,597	7,918,882	8,003,170	8,087,453	8,171,741	8,256,027

County	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
Cook	5,376,741	5,358,534	5,340,328	5,322,121	5,303,915	5,285,708	5,267,501	5,249,295	5,231,088	5,212,882	5,194,675	5,176,468
DuPage	904,161	905,437	906,714	907,990	909,266	910,543	911,819	913,095	914,371	915,648	916,924	918,200
Kane	404,119	415,234	426,349	437,464	448,579	459,694	470,809	481,924	493,039	504,154	515,269	526,384
Lake	644,356	650,267	656,177	662,088	667,998	673,909	679,820	685,730	691,641	697,551	703,462	709,373
McHenry	260,077	264,945	269,814	274,682	279,550	284,419	289,287	294,155	299,023	303,892	308,760	313,628
Will	502,266	519,795	537,325	554,854	572,384	589,913	607,442	624,972	642,501	660,031	677,560	695,089
Subtotal	8,091,720	8,114,212	8,136,707	8,159,199	8,181,692	8,204,186	8,226,678	8,249,171	8,271,663	8,294,158	8,316,650	8,339,142
Grundy	37,535	38,788	40,041	41,293	42,546	43,799	45,052	46,305	47,557	48,810	50,063	51,316
Lee	36,062	36,059	36,056	36,053	36,050	36,047	36,043	36,040	36,037	36,034	36,031	36,028
Livingston	39,678	39,605	39,532	39,460	39,387	39,314	39,241	39,168	39,096	39,023	38,950	38,877
Ogle	51,032	51,279	51,525	51,772	52,018	52,265	52,511	52,758	53,004	53,251	53,497	53,744
Subtotal	164,307	165,731	167,154	168,578	170,001	171,425	172,847	174,271	175,694	177,118	178,541	179,965
Whiteside	60,653	60,438	60,222	60,007	59,791	59,576	59,360	59,145	58,929	58,714	58,498	58,283
Winnebago	278,418	280,103	281,788	283,472	285,157	286,842	288,527	290,212	291,896	293,581	295,266	296,951
Total	8,256,027	8,279,943	8,303,861	8,327,777	8,351,693	8,375,611	8,747,412	8,772,799	8,798,182	8,823,571	8,848,955	8,874,341

Source:

1. Years 1990, 2000 and 2010 = U.S. Census Bureau.

2. All other years interpolated.

Notes:

1. Winnebago County and Whiteside County population included in Total population beginning in 2006.



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

**TITLE: WASTE DISPOSAL RATES**

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**Results**

Based on the analysis performed in Steps 1-4, the estimated total waste disposal rate for the Chicago metropolitan area has ranged from 6.5 pounds per capita per day in 2009 and 2010 to 8.5 pounds per capita per day in 2004 and 2006.

1996	=	7.5 pounds per capita per day
1997	=	6.6 pounds per capita per day
1998	=	7.5 pounds per capita per day
1999	=	7.8 pounds per capita per day
2000	=	8.0 pounds per capita per day
2001	=	8.3 pounds per capita per day
2002	=	8.2 pounds per capita per day
2003	=	7.7 pounds per capita per day
2004	=	8.5 pounds per capita per day
2005	=	8.4 pounds per capita per day
2006	=	8.5 pounds per capita per day
2007	=	8.0 pounds per capita per day
2008	=	7.2 pounds per capita per day
2009	=	6.5 pounds per capita per day
2010	=	6.5 pounds per capita per day
2011	=	6.6 pounds per capita per day

The estimated municipal solid waste disposal rate for the Chicago metropolitan area has ranged from 6.1 pounds per capita per day in 2010 and 2011 to 7.9 pounds per capita per day in 2004 and 2006.

1996	=	7.0 pounds per capita per day
1997	=	6.4 pounds per capita per day
1998	=	7.3 pounds per capita per day
1999	=	7.5 pounds per capita per day
2000	=	7.6 pounds per capita per day
2001	=	7.8 pounds per capita per day
2002	=	7.5 pounds per capita per day
2003	=	7.1 pounds per capita per day
2004	=	7.9 pounds per capita per day



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

**TITLE: WASTE DISPOSAL RATES**

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2005	=	7.8 pounds per capita per day
2006	=	7.9 pounds per capita per day
2007	=	7.5 pounds per capita per day
2008	=	6.9 pounds per capita per day
2009	=	6.3 pounds per capita per day
2010	=	6.1 pounds per capita per day
2011	=	6.1 pounds per capita per day

Over the period 1996-2006, disposal rates have generally increased. Periodic cyclical downturns have also occurred during this time. For example, disposal rates decreased slightly during 2002 and 2003 due in part to the economic downturn experienced in 2001 and 2002. During such periods, disposal is likely to decrease for several reasons, including: 1) manufacturing decreases because manufacturers rely more heavily on inventoried stock; 2) consumers extend the life of durable goods and delay home improvement projects; 3) reliance on disposable goods decreases. During 2003 the economy began a period of recovery, which was reflected in the increase in the disposal rate within the metropolitan area. Disposal rates declined again in 2007-2009 as the result of the current recession, which is more severe than in 2001-2002, and appear to have stabilized in 2010 and 2011.



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

TITLE: WASTE DISPOSAL RATES

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## II. Waste Disposed by State of Illinois

A similar analysis was performed to estimate the amounts of waste disposed by the State of Illinois. For comparison purposes, waste quantities were also estimated for the States of Indiana, Michigan and Wisconsin. The following steps were utilized to perform the second analysis.

- Step 1. Quantify the amount of waste disposed in all landfills in Illinois (as well as the landfills in the other states).
- Step 2. Adjust the quantity in Step 1 for the import and export of waste between the states.
- Step 3. Adjust the quantity in Step 2 for special waste. As was noted before, Indiana, Michigan and Wisconsin track special waste separately from municipal solid waste. To quantify the amount of special waste disposed in Illinois landfills, the previously-cited IEPA database of special waste manifests was searched for the years 2000 - 2009. On average, special waste has accounted for about 4 percent by volume and 10 percent by weight of the waste landfilled in Illinois<sup>1</sup>.
- Step 4. Divide the estimated amount of waste disposed by each state (derived in Steps 1-3) by the population of each state to calculate the per capita disposal rate.

The data and calculations for each step are summarized in Tables G.2-6, G.2-7 and G.2-8. Total waste disposal rates in Illinois ranged from 6.3 pounds per capita per day in 2011 to 8.0 pounds per capita per day in 2006. The same upward trend is apparent for Illinois as a whole as was indicated for the Chicago metropolitan area. Disposal rates are somewhat higher in the Chicago metropolitan area, likely as the result of greater development and economic activity.

Total waste disposal rates for Indiana ranged from 9.4 pounds per capita per day to 12.7 pounds per capita per day. Total waste disposal rates for Michigan ranged from 6.5 pounds per capita per day to 8.6 pounds per capita per day. Total waste disposal rates for Wisconsin ranged from 7.4 pounds per capita per day to 9.5 pounds per capita per day. These data are largely consistent with the results observed for Illinois.

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<sup>1</sup>As was previously noted, IEPA does not currently publish a report on special waste quantities. In the early 1990s, however, IEPA did publish an annual report on special waste. The last such report was *Illinois - 1994 Nonhazardous Special Waste Annual Report*, published in June 1996. That report indicated that during the period 1979 to 1994, the amount of special waste landfilled in Illinois (including material disposed at on-site landfills) ranged from 1,551,000 cubic yards (1982) to 3,575,000 cubic yards (1993), consistent with the latest available data (refer to Table G.2-7).

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2011

Illinois Data	MSW Only 2011 (cu yds)	2011 (tons)	All Waste 2011 (cu yds)	2011 (tons)	Notes:
Disposed in Illinois					
Landfilled	44,335,713	12,595,373	46,183,034	13,994,859	IEPA Capacity Certification Forms, 1/1/2011. Reflects est. special waste of 4 % by volume and 10 % by weight.
Incinerated	0	0	0	0	
Plus, Exports					
Indiana		2,299,141		2,458,332	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Michigan	30,511	9,246	30,511	9,246	MDEQ Annual Report, Table 4.
Ohio		0		0	OEPA Data (2009 data for All Waste; 2008 data for MSW)
Wisconsin		27,831		122,033	WDNR Website
Minus, Imports	5,898,540	1,675,722	6,144,313	1,861,913	IEPA 2010 Quarterly State of Origin Reports. Reflects est. special waste of 4 % by volume and 10 % by weight.
Total Disposed		=====	=====	14,722,557	
Population		12,871,766		12,871,766	
Disposal Rate (pcd)		5.6		6.3	
Indiana Data	MSW Only 2011 (cu yds)	2011 (tons)	All Waste 2011 (cu yds)	2011 (tons)	
Disposed in Indiana					
Landfilled		7,934,973		14,075,631	IDEQ Quarterly Waste Origin Database. LFs only. TSs excluded to avoid double counting.
Incinerated		623,588		740,675	IDEQ Quarterly Waste Origin Database. Incinerators only.
Plus, Exports					
Illinois	1,050,492	318,331	1,050,492	318,331	IEPA Quarterly Waste Origin Reports.
Michigan	493,823	149,643	873,448	264,681	MDEQ Annual Report, Table 4.
Ohio		102,023		192,337	OEPA Data (2009 data for All Waste; 2008 data for MSW)
Wisconsin		0		0	WDNR Website
Minus, Imports		2,593,062		2,911,605	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and Incinerators.
Total Disposed		=====	=====	12,680,050	
Population		6,524,134		6,524,134	
Disposal Rate (pcd)		5.5		10.7	
Michigan Data	MSW Only 2011 (cu yds)	2011 (tons)	All Waste 2011 (cu yds)	2011 (tons)	
Disposed in Michigan					
Landfilled	34,132,718	10,343,248	45,728,001	13,856,970	MDEQ Annual Report, Table 3. Includes LFs.
Incinerated		971,136		1,154,267	MDEQ Data (2009 data)
Plus, Exports					
Illinois	0	0	0	0	IEPA Quarterly Waste Origin Reports.
Indiana		6,422		8,615	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and Incinerators.
Ohio		14,954		16,674	OEPA Data (2009 data for All Waste; 2008 data for MSW)
Wisconsin		1,189		1,865	WDNR Website
Minus, Imports	7,988,887	2,420,875	9,870,103	2,990,940	MDEQ Annual Report, Table 3.
Total Disposed		=====	=====	12,047,451	
Population		9,878,160		9,878,160	
Disposal Rate (pcd)		5.0		6.7	
Wisconsin Data	MSW Only 2011 (cu yds)	2011 (tons)	All Waste 2011 (cu yds)	2011 (tons)	
Landfilled in Wisconsin		4,042,302		8,043,099	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	236,244	71,589	236,244	71,589	WDNR Website
Indiana		0		0	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and Incinerators.
Michigan	201,350	61,015	288,309	87,366	MDEQ Annual Report, Table 4.
Ohio		0		0	WDNR Website
Minus, Imports		425,955		425,958	WDNR Annual Spreadsheet. Includes LFs.
Total Disposed		=====	=====	7,776,096	
Population		5,719,317		5,719,317	
Disposal Rate (pcd)		3.6		7.5	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2010

Illinois Data	MSW Only 2010 (cu yds)	2010 (tons)	All Waste 2010 (cu yds)	2010 (tons)	Notes:
Disposed in Illinois					
Landfilled	44,297,227	12,584,440	46,142,945	13,982,711	IEPA Capacity Certification Forms, 1/1/2011. Reflects est. special waste of 4 % by volume and 10 % by weight.
Incinerated	0	0	0	0	
Plus, Exports					
Indiana		2,301,455		2,465,195	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Michigan	48,447	14,681	48,448	14,681	MDEQ Annual Report, Table 4.
Ohio		2,494		7,473	OEPA Data (2009 data for All Waste; 2008 data for MSW)
Wisconsin		183,738		183,738	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	4,874,794	1,384,885	5,077,910	1,538,761	IEPA 2010 Quarterly State of Origin Reports. Reflects est. special waste of 4 % by volume and 10 % by weight.
Total Disposed		=====	=====	15,115,037	
Population		12,830,632		12,830,632	
Disposal Rate (pcd)		5.9		6.5	
Indiana Data	MSW Only 2010 (cu yds)	2010 (tons)	All Waste 2010 (cu yds)	2010 (tons)	
Disposed in Indiana					
Landfilled		7,937,687		12,823,559	IDEQ Quarterly Waste Origin Database. LFs only. TSs excluded to avoid double counting.
Incinerated		612,749		702,598	IDEQ Quarterly Waste Origin Database. Incinerators only.
Plus, Exports					
Illinois	137,694	41,725	137,694	41,725	IEPA Quarterly Waste Origin Reports.
Michigan	398,480	120,752	673,564	204,110	MDEQ Annual Report, Table 4.
Ohio		102,023		184,668	OEPA Data (2009 data for All Waste; 2008 data for MSW)
Wisconsin		0		0	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		2,641,411		2,846,403	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Total Disposed		=====	=====	11,110,257	
Population		6,483,802		6,483,802	
Disposal Rate (pcd)		5.2		9.4	
Michigan Data	MSW Only 2010 (cu yds)	2010 (tons)	All Waste 2010 (cu yds)	2010 (tons)	
Disposed in Michigan					
Landfilled	35,265,165	10,686,414	46,124,156	13,977,017	MDEQ Annual Report, Table 3. Includes LFs.
Incinerated		971,136		1,154,267	MDEQ Data (2009 data)
Plus, Exports					
Illinois	0	0	0	0	IEPA Quarterly Waste Origin Reports.
Indiana		1,925		6,171	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Ohio		14,954		20,930	OEPA Data (2009 data for All Waste; 2008 data for MSW)
Wisconsin		4,940		4,940	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	9,824,045	2,976,983	11,320,070	3,430,324	MDEQ Annual Report, Table 3.
Total Disposed		=====	=====	11,733,001	
Population		9,883,640		9,883,640	
Disposal Rate (pcd)		4.8		6.5	
Wisconsin Data	MSW Only 2010 (cu yds)	2010 (tons)	All Waste 2010 (cu yds)	2010 (tons)	
Landfilled in Wisconsin		4,153,036		8,269,944	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	181,305	54,941	181,305	54,941	IEPA Quarterly Waste Origin Reports.
Indiana		0		3,828	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Michigan	212,694	64,453	270,029	81,827	MDEQ Annual Report, Table 4.
Ohio		0		0	OEPA Data (2009 data for All Waste; 2008 data for MSW)
Minus, Imports		526,379		526,438	WDNR Annual Spreadsheet. Includes LFs.
Total Disposed		=====	=====	7,884,102	
Population		5,686,986		5,686,986	
Disposal Rate (pcd)		3.6		7.6	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2009

Illinois Data	MSW Only 2009 (cu yds)	2009 (tons)	All Waste 2009 (cu yds)	2009 (tons)	Notes:
Disposed in Illinois					
Landfilled	45,075,951	13,281,422	45,836,475	13,889,841	IEPA Capacity Certification Forms, 1/1/2010. Reflects 760,524 c.y. (608,419 tons) of special waste.
Incinerated	0	0	0	0	
Plus, Exports					
Indiana		2,204,928		2,334,575	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Michigan	277,782	84,176	409,456	124,078	MDEQ Annual Report, Table 4.
Ohio		2,494		7,473	OEPA Data (2008 data for MSW)
Wisconsin		672,550		672,550	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	5,258,559	1,560,982	5,365,877	1,626,023	IEPA 2009 Quarterly State of Origin Reports. Reflects est. special waste of 2 % by volume and 4 % by weight.
Total Disposed		14,684,588		15,402,494	
Population		12,789,498		12,789,498	
Disposal Rate (pcd)		6.3		6.6	
Indiana Data	MSW Only 2009 (cu yds)	2009 (tons)	All Waste 2009 (cu yds)	2009 (tons)	
Disposed in Indiana					
Landfilled		8,003,927		13,053,970	IDEQ Quarterly Waste Origin Database. LFs only. TSs excluded to avoid double counting.
Incinerated		635,699		703,606	IDEQ Quarterly Waste Origin Database. Incinerators only.
Plus, Exports					
Illinois	124,715	37,792	124,715	37,792	IEPA Quarterly Waste Origin Reports.
Michigan	645,838	195,708	897,328	271,918	MDEQ Annual Report, Table 4.
Ohio		102,023		184,668	OEPA Data (2008 data for MSW)
Wisconsin		0		0	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		2,508,179		2,750,458	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Total Disposed		6,466,970		11,501,496	
Population		6,443,470		6,443,470	
Disposal Rate (pcd)		5.5		9.8	
Michigan Data	MSW Only 2009 (cu yds)	2009 (tons)	All Waste 2009 (cu yds)	2009 (tons)	
Disposed in Michigan					
Landfilled	36,193,624	10,967,765	47,837,680	14,496,267	MDEQ Annual Report, Table 3. Includes LFs.
Incinerated		971,136		1,154,267	MDEQ Data.
Plus, Exports					
Illinois	7	2	7	2	IEPA Quarterly Waste Origin Reports.
Indiana		4,102		8,979	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Ohio		14,954		20,930	OEPA Data (2008 data for MSW)
Wisconsin		50,504		50,504	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	11,081,022	3,357,885	13,086,354	3,965,562	MDEQ Annual Report, Table 3.
Total Disposed		8,650,578		11,765,387	
Population		9,889,120		9,889,120	
Disposal Rate (pcd)		4.8		6.5	
Wisconsin Data	MSW Only 2009 (cu yds)	2009 (tons)	All Waste 2009 (cu yds)	2009 (tons)	
Landfilled in Wisconsin		4,843,233		8,733,702	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	152,886	46,329	152,886	46,329	IEPA Quarterly Waste Origin Reports.
Indiana		304		6,154	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Michigan	222,383	67,389	264,053	80,016	MDEQ Annual Report, Table 4.
Ohio		0		0	OEPA Data (2008 data for MSW)
Minus, Imports		1,193,690		1,196,170	WDNR Annual Spreadsheet. Includes LFs.
Total Disposed		3,761,085		7,670,031	
Population		5,654,655		5,654,655	
Disposal Rate (pcd)		3.6		7.4	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2008

Illinois Data	MSW Only 2008 (cu yds)	2008 (tons)	All Waste 2008 (cu yds)	2008 (tons)	Notes:
Disposed in Illinois					
Landfilled	48,895,409 0	14,266,103 0	50,003,500 0	15,152,576 0	IEPA Annual Report. Reflects 1,108,091 c.y. (886,743 tons) of special waste.
Incinerated					
Plus, Exports					
Indiana		2,345,538		2,464,489	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Michigan	390,396	118,302	859,072	260,325	MDEQ Annual Report, Table 4.
Ohio		2,494		2,498	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,097,115		1,097,131	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	6,122,682	1,779,629 =====	6,247,635 =====	1,893,223 =====	IEPA Annual Report. Reflects est. special waste of 2% by volume and 6% by weight.
Total Disposed		16,049,923 =====		17,083,796 =====	
Population		12,748,364		12,748,364	
Disposal Rate (pcd)		6.9		7.3	
Indiana Data	MSW Only 2008 (cu yds)	2008 (tons)	All Waste 2008 (cu yds)	2008 (tons)	
Disposed in Indiana					
Landfilled		8,716,931		14,680,986	IDEQ Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		587,811		656,560	IDEQ Quarterly Waste Origin Database. Incinerators only.
Plus, Exports					
Illinois	133,327	40,402	133,327	40,402	IEPA Quarterly Waste Origin Reports.
Michigan	1,082,113	327,913	1,405,435	425,889	MDEQ Annual Report, Table 4.
Ohio		102,023		212,117	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		16		16	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		2,687,544 =====		2,889,976 =====	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Total Disposed		7,087,553 =====		13,125,994 =====	
Population		6,403,139		6,403,139	
Disposal Rate (pcd)		6.1		11.2	
Michigan Data	MSW Only 2008 (cu yds)	2008 (tons)	All Waste 2008 (cu yds)	2008 (tons)	
Disposed in Michigan					
Landfilled	41,803,789	12,667,815	57,119,896	17,309,059	MDEQ Annual Report, Table 3. Includes LFs.
Incinerated		1,081,032		1,257,420	MDEQ Data.
Plus, Exports					
Illinois	7,259	2,200	7,259	2,200	IEPA Quarterly Waste Origin Reports.
Indiana		72,213		76,238	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Ohio		14,954		16,444	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		28,336		28,336	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	13,721,014	4,167,883 =====	17,206,260 =====	5,214,018 =====	MDEQ Annual Report, Table 3.
Total Disposed		9,708,667 =====		13,475,679 =====	
Population		9,894,601		9,894,601	
Disposal Rate (pcd)		5.4		7.5	
Wisconsin Data	MSW Only 2008 (cu yds)	2008 (tons)	All Waste 2008 (cu yds)	2008 (tons)	
Landfilled in Wisconsin		6,217,142		10,180,794	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	127,605	38,668	127,605	38,668	IEPA Quarterly Waste Origin Reports.
Indiana		404		3,894	IDEQ Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Michigan	304,772	92,355	353,036	106,981	MDEQ Annual Report, Table 4.
Ohio		0		0	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		1,720,711 =====		1,721,897 =====	WDNR Annual Spreadsheet. Includes LFs.
Total Disposed		4,626,672 =====		8,608,440 =====	
Population		5,622,324		5,622,324	
Disposal Rate (pcd)		4.5		8.4	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II Includes MSW and Incinerator Ash; Type III Includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW.  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2007

Illinois Data	MSW Only 2007 (cu yds)	2007 (tons)	All Waste 2007 (cu yds)	2007 (tons)	Notes:
Disposed in Illinois					
Landfilled	52,261,662	15,080,788	53,783,042	16,297,892	IEPA Annual Report. Reflects 1,521,380 c.y. (1,217,104 tons) of special waste.
Incinerated	0	0	0	0	
Plus, Exports					
Indiana		2,093,319		2,250,835	IDEQ Annual Report, Table 17 and Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Michigan	567,539	171,982	817,665	247,777	MDEQ Annual Report, Table 4.
Ohio		0		32	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,261,654		1,261,654	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	6,814,459	1,958,545	7,025,215	2,128,853	IEPA Annual Report. Reflects est. special waste of 3% by volume and 8% by weight.
Total Disposed		16,649,198		17,929,337	
Population		12,707,230		12,707,230	
Disposal Rate (pcd)		7.2		7.7	
Indiana Data	MSW Only 2007 (cu yds)	2007 (tons)	All Waste 2007 (cu yds)	2007 (tons)	
Disposed in Indiana					
Landfilled		8,742,944		14,519,425	IDEQ Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		556,132		612,097	IDEQ Annual Report, Table 14.
Plus, Exports					
Illinois	254,155	77,017	254,155	77,017	IEPA Quarterly Waste Origin Reports.
Michigan	1,436,334	435,253	1,810,564	548,656	MDEQ Annual Report, Table 4.
Ohio		109,863		228,659	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1		1	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		2,449,229		2,720,427	IDEQ Annual Report, Table 18. Includes LFs, TSs, and incinerators.
Total Disposed		7,471,980		13,265,428	
Population		6,362,807		6,362,807	
Disposal Rate (pcd)		6.4		11.4	
Michigan Data	MSW Only 2007 (cu yds)	2007 (tons)	All Waste 2007 (cu yds)	2007 (tons)	
Disposed in Michigan					
Landfilled	43,767,246	13,262,802	58,204,510	17,637,730	MDEQ Annual Report, Table 3. Includes LFs.
Incinerated		965,601		989,158	MDEQ Data.
Plus, Exports					
Illinois	1,328	402	1,328	402	IEPA Quarterly Waste Origin Reports.
Indiana		84,489		88,717	IDEQ Annual Report, Table 17 and Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Ohio		21,661		24,398	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		3,546		3,546	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	14,252,199	4,318,848	17,154,838	5,198,436	MDEQ Annual Report, Table 3.
Total Disposed		10,019,653		13,545,515	
Population		9,900,081		9,900,081	
Disposal Rate (pcd)		5.6		7.5	
Wisconsin Data	MSW Only 2007 (cu yds)	2007 (tons)	All Waste 2007 (cu yds)	2007 (tons)	
Landfilled in Wisconsin		6,516,037		10,896,255	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	127,680	38,691	127,680	38,691	IEPA Quarterly Waste Origin Reports.
Indiana		650		4,298	IDEQ Annual Report, Table 17 and Quarterly Waste Origin Database. Includes LFs, TSs, and incinerators.
Michigan	393,042	119,104	435,091	131,846	MDEQ Annual Report, Table 4.
Ohio		0		0	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		1,912,174		1,915,103	WDNR Annual Spreadsheet. Includes LFs.
Total Disposed		4,759,379		9,155,987	
Population		5,589,993		5,589,993	
Disposal Rate (pcd)		4.7		9.0	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
 TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
 YEAR 2006

Illinois Data	MSW Only 2006 (cu yds)	2006 (tons)	All Waste 2006 (cu yds)	2006 (tons)	Notes:
Disposed in Illinois					
Landfilled	52,836,156 0	14,967,565 0	54,935,662 0	16,647,170 0	IEPA Annual Report. Reflects 2,099,506 c.y. (1,679,605 tons) of special waste.
Incinerated					
Plus, Exports					
Indiana		2,228,978		2,361,847	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	1,588,424	481,341	1,588,424	481,341	MDEQ Annual Report, Table 4.
Ohio		0		12	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,224,077		1,224,077	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	6,854,338	1,947,255	7,139,935	2,163,617	IEPA Annual Report. Reflects est. special waste of 4% by volume and 10% by weight.
Total Disposed		16,954,706		18,550,830	
Population		12,666,096		12,666,096	
Disposal Rate (pcd)		7.3		8.0	
Indiana Data	MSW Only 2006 (cu yds)	2006 (tons)	All Waste 2006 (cu yds)	2006 (tons)	
Disposed in Indiana					
Landfilled		9,138,449		14,542,880	IDEML Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		600,183		644,655	IDEML Annual Report, Table 14.
Plus, Exports					
Illinois	662,044	200,619	662,044	200,619	IEPA Quarterly Waste Origin Database.
Michigan	2,196,646	665,650	2,196,909	665,730	MDEQ Annual Report, Table 4.
Ohio		125,075		251,006	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		0		0	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		2,521,688		2,770,714	IDEML Annual Report, Table 18. Includes LFs, TSs, and incinerators.
Total Disposed		8,208,288		13,534,177	
Population		6,322,475		6,322,475	
Disposal Rate (pcd)		7.1		11.7	
Michigan Data	MSW Only 2006 (cu yds)	2006 (tons)	All Waste 2006 (cu yds)	2006 (tons)	
Disposed in Michigan					
Landfilled	44,923,089	13,613,057	61,887,555	18,753,805	MDEQ Annual Report, Table 3. Includes LFs.
Incinerated		1,159,814		1,208,017	MDEQ data.
Plus, Exports					
Illinois	0	0	0	0	IEPA Quarterly Waste Origin Database.
Indiana		97,308		101,028	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Ohio		33,544		37,674	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		2,142		2,142	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	16,433,441	4,979,831	19,035,532	5,768,343	MDEQ Annual Report, Table 4.
Total Disposed		9,926,034		14,334,323	
Population		9,905,562		9,905,562	
Disposal Rate (pcd)		5.5		7.9	
Wisconsin Data	MSW Only 2006 (cu yds)	2006 (tons)	All Waste 2006 (cu yds)	2006 (tons)	
Landfilled in Wisconsin		6,565,763		11,258,230	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	152,418	46,187	152,418	46,187	IEPA Quarterly Waste Origin Database.
Indiana		512		2,768	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	357,244	108,256	426,875	129,356	MDEQ Annual Report, Table 4.
Ohio		0		49	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		1,910,007		1,914,098	WDNR Annual Spreadsheet. Includes LFs.
Total Disposed		4,810,711		9,522,492	
Population		5,557,662		5,557,662	
Disposal Rate (pcd)		4.7		9.4	

Notes:

1. Indiana landfills report the following types of waste:  
 MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
 MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
 Type II, General Type III, Type III Mixed, and Type III Separated.  
 Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
 Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
 Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
 Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
 Contaminated Soil - Daily Cover.  
 Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2005

Illinois Data	MSW Only 2005 (cu yds)	2005 (tons)	All Waste 2005 (cu yds)	2005 (tons)	Notes:
Disposed in Illinois					
Landfilled	49,541,749	13,644,232	52,295,275	15,847,053	IEPA Annual Report. Reflects 2,753,526 c.y. (2,202,821 tons) of special waste.
Incinerated	0	0	0	0	
Plus, Exports					
Indiana		2,632,160		2,733,598	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	1,249,614	378,671	1,249,614	378,671	MDEQ Annual Report, Table 4. Includes LFs.
Ohio		0		11	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,412,151		1,412,153	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	6,630,207	1,818,812	6,979,165	2,114,898	IEPA Annual Report. Reflects est. special waste of 5% by volume and 14% by weight.
Total Disposed		=====	=====	18,256,588	
Population		12,624,963		12,624,963	
Disposal Rate (pcd)		7.1		7.9	
Indiana Data	MSW Only 2005 (cu yds)	2005 (tons)	All Waste 2005 (cu yds)	2005 (tons)	
Disposed in Indiana					
Landfilled		9,315,942		15,087,433	IDEML Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		622,348		666,550	IDEML Annual Report, Table 14.
Plus, Exports					
Illinois	204,119	61,854	204,119	61,854	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Michigan	2,193,810	664,791	2,193,915	664,823	MDEQ Annual Report, Table 4. Includes LFs.
Ohio		106,696		174,577	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		0		0	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		2,918,895		3,127,479	IDEML Annual Report, Table 18. Includes LFs, TSs, and incinerators.
Total Disposed		=====	=====	13,527,758	
Population		6,282,144		6,282,144	
Disposal Rate (pcd)		6.8		11.8	
Michigan Data	MSW Only 2005 (cu yds)	2005 (tons)	All Waste 2005 (cu yds)	2005 (tons)	
Disposed in Michigan					
Landfilled	49,882,921	15,116,037	63,792,120	19,330,945	MDEQ Annual Report, Table 3. Includes LFs.
Incinerated		877,190		877,190	MDEQ data.
Plus, Exports					
Illinois	0	0	0	0	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		78,587		84,368	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Ohio		49,105		56,465	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,676		1,676	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	16,326,132	4,947,313	18,490,320	5,603,127	MDEQ Annual Report, Table 3. Includes LFs.
Total Disposed		=====	=====	14,747,517	
Population		9,911,042		9,911,042	
Disposal Rate (pcd)		6.2		8.2	
Wisconsin Data	MSW Only 2005 (cu yds)	2005 (tons)	All Waste 2005 (cu yds)	2005 (tons)	
Landfilled in Wisconsin		6,685,042		11,099,240	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	155,284	47,056	155,284	47,056	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		0		1,521	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	634,944	192,407	645,514	195,610	MDEQ Annual Report, Table 4. Includes LFs.
Ohio		0		8	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		2,143,094		2,143,133	WDNR Annual Spreadsheet. Includes LFs.
Total Landfilled		=====	=====	9,200,302	
Population		5,525,331		5,525,331	
Disposal Rate (pcd)		4.7		9.1	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2004

Illinois Data	MSW Only 2004 (cu yds)	2004 (tons)	All Waste 2004 (cu yds)	2004 (tons)	Notes:
Disposed in Illinois					
Landfilled	51,240,184	14,277,606	53,754,870	16,289,355	IEPA Annual Report. Reflects 2,514,686 c.y. (2,011,749 tons) of special waste.
Incinerated	0	0	0	0	
Plus, Exports					
Indiana		2,074,438		2,179,642	IDEA Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	1,768,849	536,015	1,769,209	536,124	MDEQ Annual Report, Table 4. Includes LFs.
Ohio		0		447	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,407,917		1,407,945	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	6,878,314	1,930,754	7,240,330	2,194,039	IEPA Annual Report. Reflects est. special waste of 5% by volume and 12% by weight.
Total Disposed		16,365,222		18,219,474	
Population		12,583,829		12,583,829	
Disposal Rate (pcd)		7.1		7.9	
Indiana Data	MSW Only 2004 (cu yds)	2004 (tons)	All Waste 2004 (cu yds)	2004 (tons)	
Disposed in Indiana					
Landfilled		8,636,352		13,906,496	IDEA Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		647,911		684,007	IDEA Annual Report, Table 14.
Plus, Exports					
Illinois	203,180	61,570	203,180	61,570	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Michigan	1,963,208	594,912	1,965,948	595,742	MDEQ Annual Report, Table 4. Includes LFs.
Ohio		89,542		152,113	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		0		0	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		2,365,291		2,563,561	IDEA Annual Report, Table 18. Includes LFs, TSs, and incinerators.
Total Disposed		7,664,996		12,836,367	
Population		6,241,812		6,241,812	
Disposal Rate (pcd)		6.7		11.3	
Michigan Data	MSW Only 2004 (cu yds)	2004 (tons)	All Waste 2004 (cu yds)	2004 (tons)	
Disposed in Michigan					
Landfilled	50,316,545	15,247,438	64,287,255	19,480,986	MDEQ Annual Report, Table 3. Includes LFs.
Incinerated		842,637		852,823	MDEQ data.
Plus, Exports					
Illinois	55	17	55	17	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		72,539		84,547	IDEA Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Ohio		47,926		63,075	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		9,081		9,081	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	15,692,073	4,755,174	18,136,302	5,495,849	MDEQ Annual Report, Table 3. Includes LFs.
Total Disposed		11,464,464		14,994,680	
Population		9,916,522		9,916,522	
Disposal Rate (pcd)		6.3		8.3	
Wisconsin Data	MSW Only 2004 (cu yds)	2004 (tons)	All Waste 2004 (cu yds)	2004 (tons)	
Landfilled in Wisconsin		6,734,457		11,098,114	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	191,493	58,028	191,493	58,028	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		0		1,380	IDEA Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	406,901	123,303	467,057	141,532	MDEQ Annual Report, Table 4. Includes LFs.
Ohio		0		0	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		2,155,171		2,155,365	WDNR Annual Spreadsheet. Includes LFs.
Total Landfilled		4,760,617		9,143,689	
Population		5,492,999		5,492,999	
Disposal Rate (pcd)		4.7		9.1	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2003

Illinois Data	MSW Only 2003 (cu yds)	2003 (tons)	All Waste 2003 (cu yds)	2003 (tons)	Notes:
Disposed in Illinois					
Landfilled	54,741,438 0	15,441,132 0	57,049,793 0	17,287,816 0	IEPA Annual Report. Reflects 2,308,355 c.y. (1,846,684 tons) of special waste.
Incinerated					
Plus, Exports					
Indiana		776,275		831,010	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	1,846,199	559,454	1,846,199	559,454	MDEQ Annual Report, Tables 6 & 7. Includes LFs.
Ohio		0		447	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		898,569		898,734	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	5,958,581	1,673,970	6,206,855	1,880,865	IEPA Annual Report. Reflects est. special waste of 4% by volume and 11% by weight.
Total Disposed		===== 16,001,460	===== 17,696,596		
Population		12,542,695		12,542,695	
Disposal Rate (pcd)		7.0		7.7	
Indiana Data	MSW Only 2003 (cu yds)	2003 (tons)	All Waste 2003 (cu yds)	2003 (tons)	
Disposed in Indiana					
Landfilled		7,273,562		12,336,489	IDEML Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		697,634		722,338	IDEML Annual Report, Table 14.
Plus, Exports					
Illinois	139,294	42,210	139,294	42,210	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Michigan	1,783,267	540,384	1,783,267	540,384	MDEQ Annual Report, Tables 6 & 7. Includes LFs.
Ohio		100,514		157,512	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		0		0	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		1,002,077		1,134,878	IDEML Annual Report, Table 18. Includes LFs, TSs, and incinerators.
Total Disposed		===== 7,652,227	===== 12,664,055		
Population		6,201,480		6,201,480	
Disposal Rate (pcd)		6.8		11.2	
Michigan Data	MSW Only 2003 (cu yds)	2003 (tons)	All Waste 2003 (cu yds)	2003 (tons)	
Disposed in Michigan					
Landfilled	56,557,341	17,138,588	62,615,429	18,974,372	MDEQ Annual Report, Tables 1 & 3. Includes LFs.
Incinerated		775,095		795,831	MDEQ data.
Plus, Exports					
Illinois	0	0	0	0	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		66,639		77,777	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Ohio		34,067		45,562	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		16,427		16,427	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	14,860,620	4,503,218	15,499,468	4,696,808	MDEQ Annual Report, Table 5. Includes LFs.
Total Disposed		===== 13,527,598	===== 15,213,161		
Population		9,922,003		9,922,003	
Disposal Rate (pcd)		7.5		8.4	
Wisconsin Data	MSW Only 2003 (cu yds)	2003 (tons)	All Waste 2003 (cu yds)	2003 (tons)	
Landfilled in Wisconsin		5,987,193		9,939,092	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	165,069	50,021	165,069	50,021	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		0		682	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	541,094	163,968	551,569	167,142	MDEQ Annual Report, Tables 6 & 7. Includes LFs.
Ohio		0		0	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		1,480,823		1,480,988	WDNR Annual Spreadsheet. Includes LFs.
Total Landfilled		===== 4,720,359	===== 8,675,949		
Population		5,460,668		5,460,668	
Disposal Rate (pcd)		4.7		8.7	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2002

Illinois Data	MSW Only		All Waste		Notes:
	2002 (cu yds)	2002 (tons)	2002 (cu yds)	2002 (tons)	
Disposed in Illinois					
Landfilled	52,276,296	14,661,610	54,650,066	16,560,626	IEPA Annual Report. Reflects 2,373,770 c.y. (1,899,016 tons) of special waste.
Incinerated	0	0	0	0	
Plus, Exports					
Indiana		1,311,260		1,376,041	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	1,697,247	514,317	1,697,441	514,376	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		1		4,844	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		919,277		923,922	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	5,568,938	1,546,927	5,800,977	1,757,872	IEPA Annual Report. Reflects est. special waste of 4% by volume and 12% by weight.
Total Disposed		=====	=====	17,621,937	
Population		12,501,561		12,501,561	
Disposal Rate (pcd)		7.0		7.7	
Indiana Data	MSW Only		All Waste		
	2002 (cu yds)	2002 (tons)	2002 (cu yds)	2002 (tons)	
Disposed in Indiana					
Landfilled		7,472,237		12,686,771	IDEML Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		646,621		688,212	IDEML Annual Report, Table 14.
Plus, Exports					
Illinois	143,334	43,435	143,334	43,435	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Michigan	1,701,290	515,542	1,701,290	515,542	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		84,767		142,375	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		0		0	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		1,445,435		1,557,930	IDEML Annual Report, Table 18. Includes LFs, TSs, and incinerators.
Total Disposed		=====	=====	12,518,405	
Population		6,161,148		6,161,148	
Disposal Rate (pcd)		6.5		11.1	
Michigan Data	MSW Only		All Waste		
	2002 (cu yds)	2002 (tons)	2002 (cu yds)	2002 (tons)	
Disposed in Michigan					
Landfilled	51,041,788	15,467,208	57,540,922	17,436,643	MDEQ Annual Report, Table 1. Includes LFs.
Incinerated		779,703		800,495	MDEQ data.
Plus, Exports					
Illinois	2	1	2	1	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		71,714		78,596	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Ohio		37,741		60,380	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		51,587		51,587	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	11,450,596	3,469,878	11,494,443	3,483,165	MDEQ Annual Report, Table 3. Includes LFs.
Total Disposed		=====	=====	14,944,537	
Population		9,927,483		9,927,483	
Disposal Rate (pcd)		7.1		8.2	
Wisconsin Data	MSW Only		All Waste		
	2002 (cu yds)	2002 (tons)	2002 (cu yds)	2002 (tons)	
Landfilled in Wisconsin		5,889,087		10,119,418	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	199,039	60,315	199,039	60,315	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		54		472	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	423,374	128,295	437,981	132,722	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		0		50	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		1,402,347		1,406,992	WDNR Annual Spreadsheet. Includes LFs.
Total Landfilled		=====	=====	8,905,985	
Population		5,428,337		5,428,337	
Disposal Rate (pcd)		4.7		9.0	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2001

Illinois Data	MSW Only		All Waste		Notes:
	2001 (cu yds)	2001 (tons)	2001 (cu yds)	2001 (tons)	
Disposed in Illinois					
Landfilled	50,746,374	14,431,782	52,649,722	15,954,461	IEPA Annual Report. Reflects 1,903,348 c.y. (1,522,679 tons) of special waste.
Incinerated	0	0	0	0	
Plus, Exports					
Indiana		1,490,443		1,595,205	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	2,572,316	779,490	2,572,326	779,493	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		17		54,677	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,080,282		1,082,985	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	4,564,990	1,296,872	4,755,198	1,440,969	IEPA Annual Report. Reflects est. special waste of 4% by volume and 10% by weight.
Total Disposed		=====	=====	18,025,852	
Population		12,460,427		12,460,427	
Disposal Rate (pcd)		7.2		7.9	
Indiana Data	MSW Only		All Waste		
	2001 (cu yds)	2001 (tons)	2001 (cu yds)	2001 (tons)	
Disposed in Indiana					
Landfilled		7,743,865		13,019,918	IDEML Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		636,072		666,346	IDEML Annual Report, Table 14.
Plus, Exports					
Illinois	162,032	49,101	162,032	49,101	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Michigan	1,768,909	536,033	1,768,909	536,033	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		117,682		180,407	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		0		0	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		1,599,115		1,739,778	IDEML Annual Report, Table 18. Includes LFs, TSs, and incinerators.
Total Disposed		=====	=====	12,712,027	
Population		6,120,817		6,120,817	
Disposal Rate (pcd)		6.7		11.4	
Michigan Data	MSW Only		All Waste		
	2001 (cu yds)	2001 (tons)	2001 (cu yds)	2001 (tons)	
Disposed in Michigan					
Landfilled	52,786,891	15,996,028	60,250,612	18,257,761	MDEQ Annual Report, Table 1. Includes LFs.
Incinerated		812,301		833,196	MDEQ data.
Plus, Exports					
Illinois	0	0	0	0	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		61,667		65,222	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Ohio		49,478		81,136	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		956		956	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	11,790,113	3,572,762	11,872,507	3,597,729	MDEQ Annual Report, Table 3. Includes LFs.
Total Disposed		=====	=====	15,640,542	
Population		9,932,964		9,932,964	
Disposal Rate (pcd)		7.4		8.6	
Wisconsin Data	MSW Only		All Waste		
	2001 (cu yds)	2001 (tons)	2001 (cu yds)	2001 (tons)	
Landfilled in Wisconsin		5,858,904		10,387,654	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	188,326	57,068	188,326	57,068	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		1,239		1,340	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	483,258	146,442	483,258	146,442	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		0		15	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		1,542,728		1,545,431	WDNR Annual Spreadsheet. Includes LFs.
Total Landfilled		=====	=====	9,047,088	
Population		5,396,006		5,396,006	
Disposal Rate (pcd)		4.6		9.2	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 2000

Illinois Data	MSW Only		All Waste		Notes:
	2000 (cu yds)	2000 (tons)	2000 (cu yds)	2000 (tons)	
Disposed in Illinois					
Landfilled	46,941,372	13,056,378	49,292,180	14,937,024	IEPA Annual Report. Reflects 2,350,808 c.y. (1,880,646 tons) of special waste.
Incinerated	683,413	207,095	683,413	207,095	IEPA Annual Report.
Plus, Exports					
Indiana		1,441,761		1,515,891	IDEM Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	2,112,419	640,127	2,112,428	640,130	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		0		1	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,112,113		1,126,833	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	4,852,985	1,346,762	5,108,405	1,548,002	IEPA Annual Report. Reflects est. special waste of 5% by volume and 13% by weight.
Total Disposed		15,110,712		16,878,972	
Population		12,419,293		12,419,293	
Disposal Rate (pcd)		6.7		7.4	
Indiana Data	MSW Only		All Waste		
	2000 (cu yds)	2000 (tons)	2000 (cu yds)	2000 (tons)	
Disposed in Indiana					
Landfilled		7,664,057		13,071,081	IDEM Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		632,880		661,552	IDEM Annual Report, Table 14.
Plus, Exports					
Illinois	170,742	51,740	170,742	51,740	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Michigan	1,878,791	569,331	1,878,791	569,331	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		118,253		158,667	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		0		0	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		1,530,728		1,611,901	IDEM Annual Report, Table 18. Includes LFs, TSs, and incinerators.
Total Disposed		7,505,533		12,900,470	
Population		6,080,485		6,080,485	
Disposal Rate (pcd)		6.8		11.6	
Michigan Data	MSW Only		All Waste		
	2000 (cu yds)	2000 (tons)	2000 (cu yds)	2000 (tons)	
Disposed in Michigan					
Landfilled	50,385,066	15,268,202	56,152,311	17,015,852	MDEQ Annual Report, Table 1. Includes LFs.
Incinerated		689,713		711,243	MDEQ data.
Plus, Exports					
Illinois	710	215	710	215	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		40,188		40,256	IDEM Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Ohio		38,145		45,845	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		7,805		7,805	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	9,348,355	2,832,835	9,373,115	2,840,338	MDEQ Annual Report, Table 3. Includes LFs.
Total Disposed		13,211,433		14,980,878	
Population		9,938,444		9,938,444	
Disposal Rate (pcd)		7.3		8.3	
Wisconsin Data	MSW Only		All Waste		
	2000 (cu yds)	2000 (tons)	2000 (cu yds)	2000 (tons)	
Landfilled in Wisconsin		5,623,852		9,936,153	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	188,650	57,167	188,650	57,167	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		921		968	IDEM Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	504,652	152,925	504,652	152,925	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		0		23	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		1,438,783		1,453,503	WDNR Annual Spreadsheet. Includes LFs.
Total Landfilled		4,396,082		8,693,733	
Population		5,363,675		5,363,675	
Disposal Rate (pcd)		4.5		8.9	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 1999

Illinois Data	MSW Only 1999 (cu yds)	1999 (tons)	All Waste 1999 (cu yds)	1999 (tons)	Notes:
Disposed in Illinois					
Landfilled	48,529,454	13,786,777	50,551,515	15,318,641	IEPA Annual Report. Reflects est. special waste of 4 % by volume and 10 % by weight.
Incinerated	1,398,929	377,852	1,398,929	377,852	IEPA Annual Report.
Plus, Exports					
Indiana		1,645,396		1,779,180	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	558,117	169,126	558,167	169,142	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		0		60	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,107,136		1,107,136	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	4,884,780	1,387,722	5,088,313	1,541,913	IEPA Annual Report. Reflects est. special waste of 4% by volume and 10% by weight.
Total Disposed		=====	=====	17,210,098	
Population		12,320,424		12,320,424	
Disposal Rate (pcd)		7.0		7.7	
Indiana Data	MSW Only 1999 (cu yds)	1999 (tons)	All Waste 1999 (cu yds)	1999 (tons)	
Disposed in Indiana					
Landfilled		7,838,469		13,611,071	IDEML Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		669,718		697,619	IDEML Annual Report, Table 14.
Plus, Exports					
Illinois	210,568	63,808	210,568	63,808	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Michigan	1,827,413	553,762	1,827,413	553,762	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		78,603		131,142	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		0		8	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		1,753,096		2,147,830	IDEML Annual Report, Table 18. Includes LFs, TSs, and incinerators.
Total Disposed		=====	=====	12,909,580	
Population		6,026,852		6,026,852	
Disposal Rate (pcd)		6.8		11.7	
Michigan Data	MSW Only 1999 (cu yds)	1999 (tons)	All Waste 1999 (cu yds)	1999 (tons)	
Disposed in Michigan					
Landfilled	44,938,189	13,617,633	51,957,465	15,744,686	MDEQ Annual Report, Table 1. Includes LFs.
Incinerated		968,129		991,899	MDEQ data.
Plus, Exports					
Illinois	0	0	0	0	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		35,947		37,021	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Ohio		36,697		87,669	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		11,632		11,632	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	6,331,735	1,918,708	6,349,695	1,924,150	MDEQ Annual Report, Table 3. Includes LFs.
Total Disposed		=====	=====	14,948,757	
Population		9,874,129		9,874,129	
Disposal Rate (pcd)		7.1		8.3	
Wisconsin Data	MSW Only 1999 (cu yds)	1999 (tons)	All Waste 1999 (cu yds)	1999 (tons)	
Landfilled in Wisconsin		5,413,566		10,163,642	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	182,129	55,191	182,129	55,191	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		1,118		1,274	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	619,824	187,825	619,824	187,825	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		0		535	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		1,392,049		1,392,049	WDNR Annual Spreadsheet. Includes LFs.
Total Landfilled		=====	=====	9,016,418	
Population		5,316,484		5,316,484	
Disposal Rate (pcd)		4.4		9.3	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 1998

Illinois Data	MSW Only 1998 (cu yds)	1998 (tons)	All Waste 1998 (cu yds)	1998 (tons)	Notes:
Disposed in Illinois					
Landfilled	43,001,919	12,216,454	44,793,666	13,573,838	IEPA Annual Report. Reflects est. special waste of 4 % by volume and 10 % by weight.
Incinerated	1,498,205	461,960	1,498,205	461,960	IEPA Annual Report.
Plus, Exports					
Indiana		2,433,903		2,604,269	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	158,414	48,004	158,417	48,005	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		0		161	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,117,628		1,119,070	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	4,775,842	1,356,773	4,974,835	1,507,526	IEPA Annual Report. Reflects est. special waste of 4% by volume and 10% by weight.
Total Disposed		14,921,176		16,299,777	
Population		12,221,555		12,221,555	
Disposal Rate (pcd)		6.7		7.3	
Indiana Data	MSW Only 1998 (cu yds)	1998 (tons)	All Waste 1998 (cu yds)	1998 (tons)	
Disposed in Indiana					
Landfilled		8,459,772		15,392,694	IDEML Annual Report, Table 6. LFs only. TSs excluded to avoid double counting.
Incinerated		670,380		695,932	IDEML Annual Report, Table 14.
Plus, Exports					
Illinois	255,967	77,566	255,967	77,566	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Michigan	1,265,613	383,519	1,265,613	383,519	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		78,504		142,872	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		0		0	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		2,559,470		2,871,225	IDEML Annual Report, Table 18. Includes LFs, TSs, and incinerators.
Total Disposed		7,110,271		13,821,358	
Population		5,973,220		5,973,220	
Disposal Rate (pcd)		6.5		12.7	
Michigan Data	MSW Only 1998 (cu yds)	1998 (tons)	All Waste 1998 (cu yds)	1998 (tons)	
Disposed in Michigan					
Landfilled	41,747,904	12,650,880	46,741,233	14,164,010	MDEQ Annual Report, Table 1. Includes LFs.
Incinerated		981,515		1,020,374	MDEQ data.
Plus, Exports					
Illinois	0	0	0	0	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		37,854		38,008	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Ohio		54,571		60,057	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		1,029		1,029	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	5,704,054	1,728,501	5,735,187	1,737,935	MDEQ Annual Report, Table 3. Includes LFs.
Total Disposed		11,997,348		13,545,543	
Population		9,809,815		9,809,815	
Disposal Rate (pcd)		6.7		7.6	
Wisconsin Data	MSW Only 1998 (cu yds)	1998 (tons)	All Waste 1998 (cu yds)	1998 (tons)	
Landfilled in Wisconsin					
		5,413,566		10,163,642	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	98,341	29,800	98,341	29,800	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		807		1,171	IDEML Annual Report, Facility Profiles and Table 17. Includes LFs, TSs, and incinerators.
Michigan	631,774	191,447	631,774	191,447	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		0		395	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		1,216,363		1,217,805	WDNR Annual Spreadsheet. Includes LFs.
Total Landfilled		4,419,257		9,168,650	
Population		5,269,294		5,269,294	
Disposal Rate (pcd)		4.6		9.5	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 1997

Illinois Data	MSW Only 1997 (cu yds)	1997 (tons)	All Waste 1997 (cu yds)	1997 (tons)	Notes:
Disposed in Illinois					
Landfilled	38,778,040	11,016,489	40,393,792	12,240,543	IEPA Annual Report. Reflects est. special waste of 4 % by volume and 10 % by weight.
Incinerated	1,333,555	404,067	1,333,555	404,067	IEPA Annual Report.
Plus, Exports					
Indiana		2,244,290		2,435,357	IDEA Annual Report, Facility Profiles and Table 16. Includes LFs, TSs, and incinerators.
Michigan	299,373	90,719	299,403	90,728	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		0		319	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		884,157		888,089	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	4,151,050	1,179,275	4,324,010	1,310,306	IEPA Annual Report. Reflects est. special waste of 4% by volume and 10% by weight.
Total Disposed		=====	=====	14,748,797	
Population		12,122,686		12,122,686	
Disposal Rate (pcd)		6.1		6.7	
Indiana Data	MSW Only 1997 (cu yds)	1997 (tons)	All Waste 1997 (cu yds)	1997 (tons)	
Disposed in Indiana					
Landfilled		7,927,373		13,821,044	IDEA Annual Report, Table 5. LFs only. TSs excluded to avoid double counting.
Incinerated		681,147		709,330	IDEA Annual Report, Table 13.
Plus, Exports					
Illinois	155,204	47,032	155,204	47,032	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Michigan	1,223,534	370,768	1,223,534	370,768	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		67,602		85,001	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		412		412	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		2,366,762		2,695,974	IDEA Annual Report, Table 17. Includes LFs, TSs, and incinerators.
Total Disposed		=====	=====	12,337,613	
Population		5,919,587		5,919,587	
Disposal Rate (pcd)		6.2		11.4	
Michigan Data	MSW Only 1997 (cu yds)	1997 (tons)	All Waste 1997 (cu yds)	1997 (tons)	
Disposed in Michigan					
Landfilled	39,074,692	11,840,816	43,669,640	13,233,224	MDEQ Annual Report, Table 1. Includes LFs.
Incinerated		1,232,515		1,232,515	MDEQ data.
Plus, Exports					
Illinois	4,011	1,215	4,011	1,215	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		26,181		26,402	IDEA Annual Report, Facility Profiles and Table 16. Includes LFs, TSs, and incinerators.
Ohio		46,083		46,083	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		7,108		7,108	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	5,596,640	1,695,921	5,581,452	1,691,349	MDEQ Annual Report, Table 3. Includes LFs.
Total Disposed		=====	=====	12,855,198	
Population		9,745,500		9,745,500	
Disposal Rate (pcd)		6.4		7.2	
Wisconsin Data	MSW Only 1997 (cu yds)	1997 (tons)	All Waste 1997 (cu yds)	1997 (tons)	
Landfilled in Wisconsin		5,094,214		8,665,711	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	87,184	26,419	87,184	26,419	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		518		700	IDEA Annual Report, Facility Profiles and Table 16. Includes LFs, TSs, and incinerators.
Michigan	543,847	164,802	543,847	164,802	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		0		49	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		1,164,417		1,168,355	WDNR Annual Spreadsheet. Includes LFs.
Total Landfilled		=====	=====	7,689,326	
Population		5,222,103		5,222,103	
Disposal Rate (pcd)		4.3		8.1	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-6 - CALCULATION OF DISPOSAL RATES (IL/IN/MI/WI)  
YEAR 1996

Illinois Data	MSW Only 1996 (cu yds)	1996 (tons)	All Waste 1996 (cu yds)	1996 (tons)	Notes:
Disposed in Illinois					
Landfilled	44,288,838	12,582,056	46,134,206	13,980,062	IEPA Annual Report. Reflects est. special waste of 4 % by volume and 11 % by weight.
Incinerated	0	0	0	0	IEPA Annual Report.
Plus, Exports					
Indiana		1,604,733		1,690,228	IDEML Annual Report, Facility Profiles and Table 16. Includes LFs, TSs, and incinerators.
Michigan	578,503	175,304	578,503	175,304	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		20		877	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		465,329		465,329	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	4,242,022	1,205,120	4,418,773	1,339,022	IEPA Annual Report. Reflects est. special waste of 4% by volume and 11% by weight.
Total Disposed		13,622,322		14,972,778	
Population		12,023,817		12,023,817	
Disposal Rate (pcd)		6.2		6.8	
Indiana Data	MSW Only 1996 (cu yds)	1996 (tons)	All Waste 1996 (cu yds)	1996 (tons)	
Disposed in Indiana					
Landfilled		6,992,701		12,754,111	IDEML Annual Report, Table 5. LFs only. TSs excluded to avoid double counting.
Incinerated		687,870		710,652	IDEML Annual Report, Table 13.
Plus, Exports					
Illinois	176,883	53,601	176,883	53,601	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Michigan	982,328	297,675	982,328	297,675	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio		80,476		80,476	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		8		8	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports		1,744,106		1,942,068	IDEML Annual Report, Table 17. Includes LFs, TSs, and incinerators.
Total Disposed		6,368,225		11,954,455	
Population		5,865,955		5,865,955	
Disposal Rate (pcd)		5.9		11.2	
Michigan Data	MSW Only 1996 (cu yds)	1996 (tons)	All Waste 1996 (cu yds)	1996 (tons)	
Disposed in Michigan					
Landfilled	37,576,777	11,386,902	42,282,403	12,812,849	MDEQ Annual Report, Table 1. Includes LFs.
Incinerated		1,998,025		1,998,025	MDEQ data.
Plus, Exports					
Illinois	280	85	280	85	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		15,014		15,236	IDEML Annual Report, Facility Profiles and Table 16. Includes LFs, TSs, and incinerators.
Ohio		47,560		47,560	OEPA Annual Summary Import/Export Data. Includes LFs.
Wisconsin		9,949		9,949	WDNR Annual Spreadsheet. Includes LFs.
Minus, Imports	5,491,993	1,664,240	5,689,767	1,724,172	MDEQ Annual Report, Table 3. Includes LFs.
Total Disposed		11,793,295		13,159,532	
Population		9,681,185		9,681,185	
Disposal Rate (pcd)		6.7		7.4	
Wisconsin Data	MSW Only 1996 (cu yds)	1996 (tons)	All Waste 1996 (cu yds)	1996 (tons)	
Landfilled in Wisconsin		4,344,421		7,932,520	WDNR Annual Spreadsheet. Includes LFs.
Plus, Exports					
Illinois	82,343	24,952	82,343	24,952	IEPA Quarterly Waste Origin Database. Includes LFs and incinerators.
Indiana		211		220	IDEML Annual Report, Facility Profiles and Table 16. Includes LFs, TSs, and incinerators.
Michigan	327,616	99,278	500,475	151,659	MDEQ Annual Report, Tables 4 & 5. Includes LFs.
Ohio	0		0	0	OEPA Annual Summary Import/Export Data. Includes LFs.
Minus, Imports		655,558		655,558	WDNR Annual Spreadsheet. Includes LFs.
Total Landfilled		3,813,304		7,453,793	
Population		5,174,913		5,174,913	
Disposal Rate (pcd)		4.0		7.9	

Notes:

1. Indiana landfills report the following types of waste:  
MSW, Construction/Demolition, Foundry, Other Special, Coal Ash, FGD Waste, and Other Non-MSW.  
MSW and Construction/Demolition fall under the Illinois definition of municipal solid waste.
2. Michigan landfills report the following types of waste:  
Type II, General Type III, Type III Mixed, and Type III Separated.  
Type II includes MSW and Incinerator Ash; Type III includes Construction/Demolition and Industrial.  
Type II generally falls under the Illinois definition of municipal solid waste.
3. Wisconsin landfills report the following types of waste:  
Municipal Waste, Utility Ash, Pulp/Papermill, Foundry, POTW Sludge, All other SW,  
Fee Exempt Waste - Berms, Incinerator Ash, Industrial Waste - Daily Cover, Shredder Fluff - Daily Cover,  
Contaminated Soil - Daily Cover.  
Municipal Waste falls under the Illinois definition of municipal solid waste.
4. MSW = Municipal Solid Waste. PCD = pounds per capita per day.
5. "All Waste" includes special waste and municipal solid waste.
6. Refer to Table G.2-8 for population estimates.

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-7 - SPECIAL WASTE LANDFILLED IN ILLINOIS

	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
Total, Special Waste	760,524 cubic yards	1,108,091 cubic yards	1,521,380 cubic yards	2,099,506 cubic yards	2,753,526 cubic yards
Density	1,600 lbs/cubic yard				
Total, Special Waste	608,419 tons	886,473 tons	1,217,104 tons	1,679,605 tons	2,202,821 tons
Total Waste Landfilled	45,836,475 cubic yards	50,003,500 cubic yards	53,783,042 cubic yards	54,935,662 cubic yards	52,295,275 cubic yards
% Special Waste by Volume	1.7%	2.2%	2.8%	3.8%	5.3%
Total Waste Landfilled, Tons	13,889,841 tons	15,152,576 tons	16,297,892 tons	16,647,170 tons	15,847,053 tons
% Special Waste by Weight	4.4%	5.9%	7.5%	10.1%	13.9%
	<u>2004</u>	<u>2003</u>	<u>2002</u>	<u>2001</u>	<u>2000</u>
Total, Special Waste	2,514,686 cubic yards	2,308,355 cubic yards	2,373,770 cubic yards	1,903,348 cubic yards	2,350,808 cubic yards
Density	1,600 lbs/cubic yard				
Total, Special Waste	2,011,749 tons	1,846,684 tons	1,899,016 tons	1,522,679 tons	1,880,646 tons
Total Waste Landfilled	53,754,870 cubic yards	57,049,793 cubic yards	54,650,066 cubic yards	52,649,722 cubic yards	49,292,180 cubic yards
% Special Waste by Volume	4.7%	4.0%	4.3%	3.6%	4.8% <span style="float: right;">Average 3.8%</span>
Total Waste Landfilled, Tons	16,289,355 tons	17,287,816 tons	16,560,626 tons	15,954,461 tons	14,937,024 tons <span style="float: right;">Average 9.9%</span>
% Special Waste by Weight	12.4%	10.7%	11.5%	9.5%	12.6%

Notes:

1. Average density of special waste:	CID #3	985 lbs/c.y
	CID #4	1,842 lbs/c.y
	Laraway RDF	1,980 lbs/c.y
	=====	
	Average	1,600 lbs/c.y

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.2-8 - STATE POPULATION DATA

<u>State</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	
Illinois	11,430,602	11,529,471	11,628,340	11,727,209	11,826,078	11,924,948	12,023,817	12,122,686	12,221,555	12,320,424	12,419,293	
Indiana	5,544,159	5,597,792	5,651,424	5,705,057	5,758,689	5,812,322	5,865,955	5,919,587	5,973,220	6,026,852	6,080,485	
Michigan	9,295,297	9,359,612	9,423,926	9,488,241	9,552,556	9,616,871	9,681,185	9,745,500	9,809,815	9,874,129	9,938,444	
Wisconsin	4,891,769	4,938,960	4,986,150	5,033,341	5,080,531	5,127,722	5,174,913	5,222,103	5,269,294	5,316,484	5,363,675	
<b>Total</b>	<b>31,161,827</b>	<b>31,425,835</b>	<b>31,689,840</b>	<b>31,953,848</b>	<b>32,217,854</b>	<b>32,481,863</b>	<b>32,745,870</b>	<b>33,009,876</b>	<b>33,273,884</b>	<b>33,537,889</b>	<b>33,801,897</b>	
<u>State</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Illinois	12,419,293	12,460,427	12,501,561	12,542,695	12,583,829	12,624,963	12,666,096	12,707,230	12,748,364	12,789,498	12,830,632	12,871,766
Indiana	6,080,485	6,120,817	6,161,148	6,201,480	6,241,812	6,282,144	6,322,475	6,362,807	6,403,139	6,443,470	6,483,802	6,524,134
Michigan	9,938,444	9,932,964	9,927,483	9,922,003	9,916,522	9,911,042	9,905,562	9,900,081	9,894,601	9,889,120	9,883,640	9,878,160
Wisconsin	5,363,675	5,396,006	5,428,337	5,460,668	5,492,999	5,525,331	5,557,662	5,589,993	5,622,324	5,654,655	5,686,986	5,719,317
<b>Total</b>	<b>33,801,897</b>	<b>33,910,214</b>	<b>34,018,529</b>	<b>34,126,846</b>	<b>34,235,162</b>	<b>34,343,480</b>	<b>34,451,795</b>	<b>34,560,111</b>	<b>34,668,428</b>	<b>34,776,743</b>	<b>34,885,060</b>	<b>34,993,377</b>

Source:

1. Years 1990, 2000 and 2010 = U.S. Census Bureau.
2. All other years interpolated.



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

TITLE: WASTE DISPOSAL RATES

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### III. Calculation of Waste Disposal Rates for Rural and Downstate Illinois Counties

The previous analyses have resulted in the calculation of two disposal rates in Illinois: a statewide disposal rate and a disposal rate for the Chicago metropolitan area. Using these calculated rates, the disposal rate for rural and downstate counties (including counties in the proposed service area) was determined by the following steps.

- Step 1. Calculate the amount of waste disposed by the state as a whole by multiplying the per capita disposal rate by the population of the state (see Table G.2-8).
- Step 2. Calculate the amount of waste disposed by the Chicago metropolitan area by multiplying the per capita disposal rate by the population of the region (see Table G.2-5).
- Step 3. Determine the population in the rural and downstate counties by subtracting the population of the Chicago metropolitan area from the total population of the State.
- Step 4. Subtract the amount of waste disposed by the Chicago metropolitan area from the amount of waste disposed by the state as a whole to determine the amount of waste disposed by rural and downstate counties.
- Step 5. Divide the amount of waste disposed by the rural and downstate counties (Step 4) by the population of the rural and downstate counties (Step 3) to calculate the per capita waste disposal rate for the rural and downstate counties.

As summarized in Tables G.2-9 and G.2-10, the analysis shows that rural and downstate counties disposed of 5.5 to 7.7 pounds per capita per day of total waste and 4.7 to 6.9 pounds per capita per day of municipal waste between 1996 and 2011.

For the service area waste projections presented in Appendix G.3, metro-area disposal rates were utilized.

## GROOT INDUSTRIES LAKE TRANSFER STATION

## TABLE G.2-9 - TOTAL WASTE DISPOSAL RATE CALCULATION FOR REMAINDER OF ILLINOIS

	2011		2010		2009	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,871,766	6.3	12,830,632	6.5	12,789,498	6.6
Metro-Area	8,339,142	6.6	8,316,650	6.5	8,294,158	6.5
Remainder of State	4,532,624	5.7	4,513,982	6.5	4,495,340	6.8

	2008		2007		2006	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,748,364	7.3	12,707,230	7.7	12,666,096	8.0
Metro-Area	8,271,663	7.2	8,249,171	8.0	8,226,678	8.5
Remainder of State	4,476,701	7.5	4,458,059	7.1	4,439,418	7.1

	2005		2004		2003	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,624,963	7.9	12,583,829	7.9	12,542,695	7.7
Metro-Area	8,204,186	8.4	8,181,692	8.5	8,159,199	7.7
Remainder of State	4,420,777	7.0	4,402,137	6.8	4,383,496	7.7

	2002		2001		2000	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,501,561	7.7	12,460,427	7.9	12,419,293	7.4
Metro-Area	8,136,707	8.2	8,114,212	8.3	8,091,720	8.0
Remainder of State	4,364,854	6.8	4,346,215	7.2	4,327,573	6.3

	1999		1998		1997	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,320,424	7.7	12,221,555	7.3	12,122,686	6.7
Metro-Area	8,008,666	7.8	7,925,610	7.5	7,842,558	6.6
Remainder of State	4,311,758	7.5	4,295,945	6.9	4,280,128	6.9

	1996	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,023,817	6.8
Metro-Area	7,759,503	7.5
Remainder of State	4,264,314	5.5

GROOT INDUSTRIES LAKE TRANSFER STATION

TABLE G.2-10 - MUNICIPAL WASTE DISPOSAL RATE CALCULATION FOR REMAINDER OF ILLINOIS

	2011		2010		2009	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,871,766	5.6	12,830,632	5.9	12,789,498	6.3
Metro-Area	8,339,142	6.1	8,316,650	6.1	8,294,158	6.3
=====	=====	=====	=====	=====	=====	=====
Remainder of State	4,532,624	4.7	4,513,982	5.5	4,495,340	6.3
	2008		2007		2006	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,748,364	6.9	12,707,230	7.2	12,666,096	7.3
Metro-Area	8,271,663	6.9	8,249,171	7.5	8,226,678	7.9
=====	=====	=====	=====	=====	=====	=====
Remainder of State	4,476,701	6.9	4,458,059	6.6	4,439,418	6.2
	2005		2004		2003	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,624,963	7.1	12,583,829	7.1	12,542,695	7.0
Metro-Area	8,204,186	7.8	8,181,692	7.9	8,159,199	7.1
=====	=====	=====	=====	=====	=====	=====
Remainder of State	4,420,777	5.8	4,402,137	5.6	4,383,496	6.8
	2002		2001		2000	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,501,561	7.0	12,460,427	7.2	12,419,293	6.7
Metro-Area	8,136,707	7.5	8,114,212	7.8	8,091,720	7.6
=====	=====	=====	=====	=====	=====	=====
Remainder of State	4,364,854	6.1	4,346,215	6.1	4,327,573	5.0
	1999		1998		1997	
	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>	<u>Population</u>	<u>Disposal Rate (pcd)</u>
Illinois	12,320,424	7.0	12,221,555	6.7	12,122,686	6.1
Metro-Area	8,008,666	7.5	7,925,610	7.3	7,842,558	6.4
=====	=====	=====	=====	=====	=====	=====
Remainder of State	4,311,758	6.1	4,295,945	5.6	4,280,128	5.6
	1996					
	<u>Population</u>	<u>Disposal Rate (pcd)</u>				
Illinois	12,023,817	6.2				
Metro-Area	7,759,503	7.0				
=====	=====	=====				
Remainder of State	4,264,314	4.7				



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**Disposal Rate Discussion**

The methodology employed above utilizes recent landfill disposal data to calculate per capita disposal rates, and represents the most current information on disposal rates. Although waste generation, recycling and disposal rates were estimated in solid waste management plans for counties in the service area, most of those plans were prepared in the late 1980s and early 1990s, and the information contained in them has become dated. Although five-year updates to the plans have subsequently been prepared, in most cases the updates did not include a comprehensive evaluation of current disposal rates. The IEPA has acknowledged this fact in its annual landfill reports:

*The waste generation data reported by local recycling coordinators might be 10 to 15 years out-of-date, and is based upon 1990 (or earlier) population figures. (IEPA, 2003, p.8)*

*Waste generation and recycling figures were prepared in many cases during the solid waste planning process several years ago. In many cases, no new research has been done since then. (IEPA, 2002(b), p. 8)*

Most landfills have been equipped with scales, which allows accurate tracking of the amounts of waste disposed in landfills. Moreover, since landfills typically pay local and state surcharges and host fees based on the amount of waste accepted, it is unlikely that landfills would overstate the amount of waste received. For these reasons, it is believed that the per capita disposal rates derived in the preceding analysis represent the most current, accurate evaluation of waste disposal quantities.

## APPENDIX G.3

Projections of Service Area Waste Quantities

GROOT INDUSTRIES LAKE TRANSFER STATION  
TABLE G.3-1 - SERVICE AREA POPULATION PROJECTIONS

Township	County	2000	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Antioch	Lake	21,879	27,745	28,272	28,799	29,326	29,853	30,380	30,907	31,434	31,961	32,488	33,015	33,542	34,069	34,596	35,123
Avon	Lake	54,957	65,001	66,244	67,487	68,730	69,973	71,216	72,459	73,702	74,945	76,188	77,431	78,674	79,917	81,160	82,403
Cuba	Lake	15,749	16,826	16,889	16,952	17,015	17,078	17,141	17,204	17,267	17,330	17,393	17,456	17,519	17,582	17,645	17,708
Deerfield	Lake	34,538	34,129	34,762	35,395	36,028	36,661	37,294	37,927	38,560	39,193	39,826	40,459	41,092	41,725	42,358	42,991
Ela	Lake	39,688	42,654	43,068	43,482	43,896	44,310	44,724	45,138	45,552	45,966	46,380	46,794	47,208	47,622	48,036	48,450
Fremont	Lake	23,955	32,337	32,580	32,823	33,066	33,309	33,552	33,795	34,038	34,281	34,524	34,767	35,010	35,253	35,496	35,739
Grant	Lake	17,397	26,523	26,713	26,903	27,093	27,283	27,473	27,663	27,853	28,043	28,233	28,423	28,613	28,803	28,993	29,183
Lake Villa	Lake	33,721	40,276	40,709	41,142	41,575	42,008	42,441	42,874	43,307	43,740	44,173	44,606	45,039	45,472	45,905	46,338
Libertyville	Lake	48,904	53,139	53,629	54,119	54,609	55,099	55,589	56,079	56,569	57,059	57,549	58,039	58,529	59,019	59,509	59,999
Newport	Lake	4,142	6,770	6,791	6,812	6,833	6,854	6,875	6,896	6,917	6,938	6,959	6,980	7,001	7,022	7,043	7,064
Shields	Lake	43,382	39,062	39,281	39,500	39,719	39,938	40,157	40,376	40,595	40,814	41,033	41,252	41,471	41,690	41,909	42,128
Vernon	Lake	65,355	67,095	68,096	69,097	70,098	71,099	72,100	73,101	74,102	75,103	76,104	77,105	78,106	79,107	80,108	81,109
Warren	Lake	59,424	64,841	65,307	65,773	66,239	66,705	67,171	67,637	68,103	68,569	69,035	69,501	69,967	70,433	70,899	71,365
Wauconda	Lake	16,387	21,730	22,129	22,528	22,927	23,326	23,725	24,124	24,523	24,922	25,321	25,720	26,119	26,518	26,917	27,316
Waukegan	Lake	92,805	90,893	91,756	92,619	93,482	94,345	95,208	96,071	96,934	97,797	98,660	99,523	100,386	101,249	102,112	102,975
West Deerfield	Lake	31,794	31,077	31,612	32,147	32,682	33,217	33,752	34,287	34,822	35,357	35,892	36,427	36,962	37,497	38,032	38,567
Zion-Benton	Lake	40,279	43,364	43,963	44,562	45,161	45,760	46,359	46,958	47,557	48,156	48,755	49,354	50,552	51,151	51,750	
<b>Subtotal</b>		<b>644,356</b>	<b>703,462</b>	<b>711,801</b>	<b>720,140</b>	<b>728,479</b>	<b>736,818</b>	<b>745,157</b>	<b>753,496</b>	<b>761,835</b>	<b>770,174</b>	<b>778,513</b>	<b>786,852</b>	<b>795,191</b>	<b>803,530</b>	<b>811,869</b>	<b>820,208</b>
Township	County	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Antioch	Lake	35,650	36,177	36,704	37,231	37,758	38,285	38,812	39,339	39,866	40,393	40,920	41,447	41,974	42,501	43,028	43,564
Avon	Lake	83,646	84,889	86,132	87,375	88,618	89,861	91,104	92,347	93,590	94,833	96,076	97,319	98,562	99,805	101,048	102,301
Cuba	Lake	17,771	17,834	17,897	17,960	18,023	18,086	18,149	18,212	18,275	18,338	18,401	18,464	18,527	18,590	18,653	18,725
Deerfield	Lake	43,624	44,257	44,890	45,523	46,156	46,789	47,422	48,055	48,688	49,321	49,954	50,587	51,220	51,853	52,486	53,121
Ela	Lake	48,864	49,278	49,692	50,106	50,520	50,934	51,348	51,762	52,176	52,590	53,004	53,418	53,832	54,246	54,660	55,076
Fremont	Lake	35,982	36,225	36,468	36,711	36,954	37,197	37,440	37,683	37,926	38,169	38,412	38,655	38,898	39,141	39,384	39,636
Grant	Lake	29,373	29,563	29,753	29,943	30,133	30,323	30,513	30,703	30,893	31,083	31,273	31,463	31,653	31,843	32,033	32,235
Lake Villa	Lake	46,771	47,204	47,637	48,070	48,503	48,936	49,369	49,802	50,235	50,668	51,101	51,534	51,967	52,400	52,833	53,259
Libertyville	Lake	60,489	60,979	61,469	61,959	62,449	62,939	63,429	63,919	64,409	64,899	65,389	65,879	66,369	66,859	67,349	67,839
Newport	Lake	7,085	7,106	7,127	7,148	7,169	7,190	7,211	7,232	7,253	7,274	7,295	7,316	7,337	7,358	7,379	7,398
Shields	Lake	42,347	42,566	42,785	43,004	43,223	43,442	43,661	43,880	44,099	44,318	44,537	44,756	44,975	45,194	45,413	45,632
Vernon	Lake	82,110	83,111	84,112	85,113	86,114	87,115	88,116	89,117	90,118	91,119	92,120	93,121	94,122	95,123	96,124	97,119
Warren	Lake	71,831	72,297	72,763	73,229	73,695	74,161	74,627	75,093	75,559	76,025	76,491	76,957	77,423	77,889	78,355	78,824
Wauconda	Lake	27,715	28,114	28,513	28,912	29,311	29,710	30,109	30,508	30,907	31,306	31,705	32,104	32,503	32,902	33,301	33,713
Waukegan	Lake	103,838	104,701	105,564	106,427	107,290	108,153	109,016	109,879	110,742	111,605	112,468	113,331	114,194	115,057	115,920	116,784
West Deerfield	Lake	39,102	39,637	40,172	40,707	41,242	41,777	42,312	42,847	43,382	43,917	44,452	44,987	45,522	46,057	46,592	47,124
Zion-Benton	Lake	52,349	52,948	53,547	54,146	54,745	55,344	55,943	56,542	57,141	57,740	58,339	58,938	59,537	60,136	60,735	61,324
<b>Subtotal</b>		<b>828,547</b>	<b>836,886</b>	<b>845,225</b>	<b>853,564</b>	<b>861,903</b>	<b>870,242</b>	<b>878,581</b>	<b>886,920</b>	<b>895,259</b>	<b>903,598</b>	<b>911,937</b>	<b>920,276</b>	<b>928,615</b>	<b>936,954</b>	<b>945,293</b>	<b>953,674</b>

Source:

1. Year 2000, 2010 = U.S. Census Bureau.
2. Year 2040 = Chicago Metropolitan Agency for Planning (formerly NIPC).
3. All other years interpolated between 2010 and 2040.

GROOT INDUSTRIES LAKE TRANSFER STATION

TABLE G.3-2A - PROJECTIONS OF WASTE REQUIRING DISPOSAL FROM SERVICE AREA (TONS PER DAY)  
(AVERAGE 2011 DISPOSAL)

Township	County	2000	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Antioch	Lake	106	108	110	112	114	116	118	120	122	124	126	129	131	133	135	137
Avon	Lake	267	253	258	263	268	272	277	282	287	292	297	301	306	311	316	321
Cuba	Lake	76	65	66	66	66	66	67	67	67	67	68	68	68	69	69	69
Deerfield	Lake	167	133	135	138	140	143	145	148	150	153	155	157	160	162	165	167
Ela	Lake	192	166	168	169	171	172	174	176	177	179	181	182	184	185	187	189
Fremont	Lake	116	126	127	128	129	130	131	132	132	133	134	135	136	137	138	139
Grant	Lake	84	103	104	105	105	106	107	108	108	109	110	111	111	112	113	114
Lake Villa	Lake	164	157	158	160	162	164	165	167	169	170	172	174	175	177	179	180
Libertyville	Lake	237	207	209	211	213	214	216	218	220	222	224	226	228	230	232	234
Newport	Lake	20	26	26	27	27	27	27	27	27	27	27	27	27	27	27	27
Shields	Lake	210	152	153	154	155	155	156	157	158	159	160	161	161	162	163	164
Vernon	Lake	317	261	265	269	273	277	281	285	288	292	296	300	304	308	312	316
Warren	Lake	288	252	254	256	258	260	261	263	265	267	269	271	272	274	276	278
Wauconda	Lake	79	85	86	88	89	91	92	94	95	97	99	100	102	103	105	106
Waukegan	Lake	450	354	357	361	364	367	371	374	377	381	384	387	391	394	397	401
West Deerfield	Lake	154	121	123	125	127	129	131	133	136	138	140	142	144	146	148	150
Zion-Benton	Lake	195	169	171	173	176	178	180	183	185	187	190	192	194	197	199	201
<b>Subtotal</b>		<b>3,122</b>	<b>2,738</b>	<b>2,770</b>	<b>2,805</b>	<b>2,837</b>	<b>2,867</b>	<b>2,899</b>	<b>2,934</b>	<b>2,963</b>	<b>2,997</b>	<b>3,032</b>	<b>3,063</b>	<b>3,094</b>	<b>3,126</b>	<b>3,161</b>	<b>3,193</b>

Township	County	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Antioch	Lake	139	141	143	145	147	149	151	153	155	157	159	161	163	165	167	170
Avon	Lake	326	330	335	340	345	350	355	359	364	369	374	379	384	388	393	398
Cuba	Lake	69	69	70	70	70	70	71	71	71	71	72	72	72	72	73	73
Deerfield	Lake	170	172	175	177	180	182	185	187	190	192	194	197	199	202	204	207
Ela	Lake	190	192	193	195	197	198	200	201	203	205	206	208	210	211	213	214
Fremont	Lake	140	141	142	143	144	145	146	147	148	149	150	150	151	152	153	154
Grant	Lake	114	115	116	117	117	118	119	120	120	121	122	122	123	124	125	125
Lake Villa	Lake	182	184	185	187	189	190	192	194	196	197	199	201	202	204	206	207
Libertyville	Lake	235	237	239	241	243	245	247	249	251	253	255	256	258	260	262	264
Newport	Lake	28	28	28	28	28	28	28	28	28	28	28	28	29	29	29	29
Shields	Lake	165	166	167	167	168	169	170	171	172	173	173	174	175	176	177	178
Vernon	Lake	320	324	327	331	335	339	343	347	351	355	359	362	366	370	374	378
Warren	Lake	280	281	283	285	287	289	290	292	294	296	298	300	301	303	305	307
Wauconda	Lake	108	109	111	113	114	116	117	119	120	122	123	125	127	128	130	131
Waukegan	Lake	404	408	411	414	418	421	424	428	431	434	438	441	444	448	451	455
West Deerfield	Lake	152	154	156	158	161	163	165	167	169	171	173	175	177	179	181	183
Zion-Benton	Lake	204	206	208	211	213	215	218	220	222	225	227	229	232	234	236	239
<b>Subtotal</b>		<b>3,226</b>	<b>3,257</b>	<b>3,289</b>	<b>3,322</b>	<b>3,356</b>	<b>3,387</b>	<b>3,421</b>	<b>3,453</b>	<b>3,485</b>	<b>3,518</b>	<b>3,550</b>	<b>3,580</b>	<b>3,613</b>	<b>3,645</b>	<b>3,679</b>	<b>3,712</b>

Notes:

1. Waste disposal rate: 6.1 pounds per capita per day (pcd)
2. Days per year: 286

GROOT INDUSTRIES LAKE TRANSFER STATION

TABLE G.3-2B - PROJECTIONS OF WASTE REQUIRING DISPOSAL FROM SERVICE AREA (TONS PER DAY)  
(AVERAGE DISPOSAL OVER THE PERIOD 1996-2011)

Township	County	2000	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Antioch	Lake	101	127	130	132	135	137	140	142	144	147	149	152	154	157	159	161
Avon	Lake	252	299	304	310	316	321	327	333	339	344	350	356	361	367	373	379
Cuba	Lake	72	77	78	78	78	78	79	79	79	80	80	80	80	81	81	81
Deerfield	Lake	159	157	160	163	166	168	171	174	177	180	183	186	189	192	195	198
Ela	Lake	182	196	198	200	202	204	205	207	209	211	213	215	217	219	221	223
Fremont	Lake	110	149	150	151	152	153	154	155	156	158	159	160	161	162	163	164
Grant	Lake	80	122	123	124	124	125	126	127	128	129	130	131	131	132	133	134
Lake Villa	Lake	155	185	187	189	191	193	195	197	199	201	203	205	207	209	211	213
Libertyville	Lake	225	244	246	249	251	253	255	258	260	262	264	267	269	271	273	276
Newport	Lake	19	31	31	31	31	31	32	32	32	32	32	32	32	32	32	32
Shields	Lake	199	179	180	181	182	183	184	186	187	188	189	190	191	192	193	194
Vernon	Lake	300	308	313	317	322	327	331	336	340	345	350	354	359	363	368	373
Warren	Lake	273	298	300	302	304	306	309	311	313	315	317	319	321	324	326	328
Wauconda	Lake	75	100	102	104	105	107	109	111	113	115	116	118	120	122	124	126
Waukegan	Lake	426	418	422	426	429	433	437	441	445	449	453	457	461	465	469	473
West Deerfield	Lake	146	143	145	148	150	153	155	158	160	162	165	167	170	172	175	177
Zion-Benton	Lake	185	199	202	205	207	210	213	216	218	221	224	227	230	232	235	238
Subtotal		2,959	3,232	3,271	3,310	3,345	3,382	3,422	3,463	3,499	3,539	3,577	3,616	3,653	3,692	3,731	3,770

Township	County	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Antioch	Lake	164	166	169	171	173	176	178	181	183	186	188	190	193	195	198	200
Avon	Lake	384	390	396	401	407	413	419	424	430	436	441	447	453	459	464	470
Cuba	Lake	82	82	82	83	83	83	83	84	84	84	85	85	85	85	86	86
Deerfield	Lake	200	203	206	209	212	215	218	221	224	227	230	232	235	238	241	244
Ela	Lake	225	226	228	230	232	234	236	238	240	242	244	245	247	249	251	253
Fremont	Lake	165	166	168	169	170	171	172	173	174	175	176	178	179	180	181	182
Grant	Lake	135	136	137	138	138	139	140	141	142	143	144	145	145	146	147	148
Lake Villa	Lake	215	217	219	221	223	225	227	229	231	233	235	237	239	241	243	245
Libertyville	Lake	278	280	282	285	287	289	291	294	296	298	300	303	305	307	309	312
Newport	Lake	33	33	33	33	33	33	33	33	33	33	34	34	34	34	34	34
Shields	Lake	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210
Vernon	Lake	377	382	386	391	396	400	405	409	414	419	423	428	432	437	442	446
Warren	Lake	330	332	334	336	339	341	343	345	347	349	351	354	356	358	360	362
Wauconda	Lake	127	129	131	133	135	136	138	140	142	144	146	147	149	151	153	155
Waukegan	Lake	477	481	485	489	493	497	501	505	509	513	517	521	525	529	533	537
West Deerfield	Lake	180	182	185	187	189	192	194	197	199	202	204	207	209	212	214	217
Zion-Benton	Lake	241	243	246	249	252	254	257	260	263	265	268	271	274	276	279	282
Subtotal		3,808	3,844	3,884	3,923	3,961	3,998	4,036	4,076	4,114	4,153	4,191	4,230	4,267	4,305	4,344	4,383

Notes:

1. Waste disposal rate: 7.2 pounds per capita per day (pcd).
2. Days per year: 286

## APPENDIX G.4

Analysis of Transfer Capacity



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE Date: 9/20/12

Checked by: CMS Date: 5/20/13

TITLE: ANALYSIS OF TRANSFER CAPACITY

## Procedure

The following general procedure was utilized to estimate the amount of transfer station capacity that is available to the proposed transfer station's service area (refer also to Figure G.4-1).

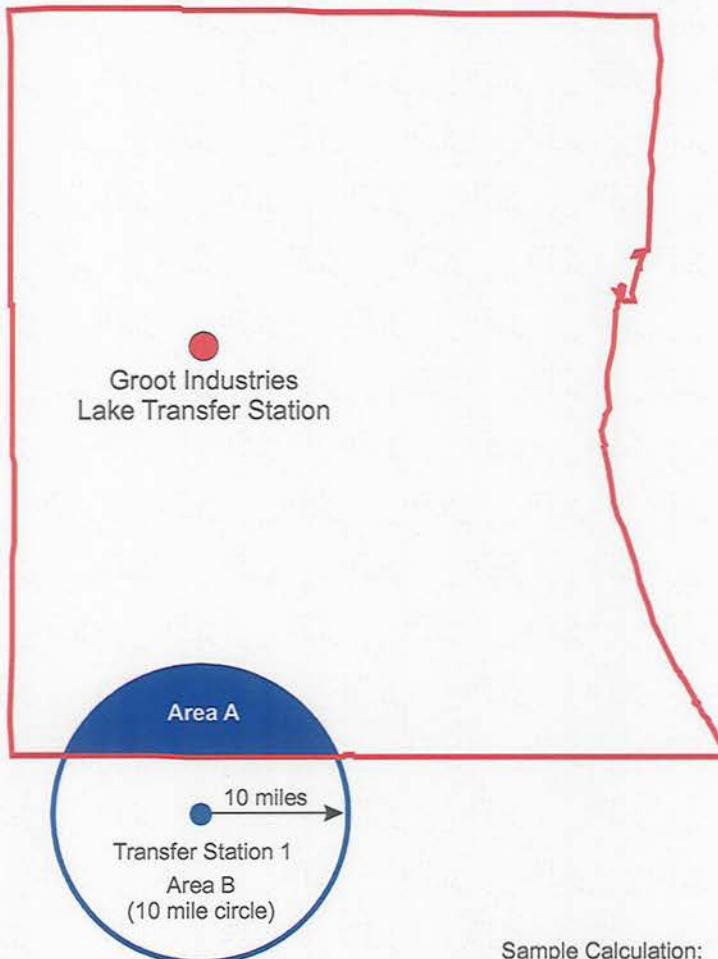
- Step 1. First, the service area of each existing transfer station located within or around the service area was identified. For transfer stations with a service area defined in a previous siting application, the defined service area was utilized. For the remainder of the transfer stations, a circle with a 10-mile radius was drawn around each transfer station. The circle represents a reasonable estimate of the service area for these transfer stations. Transfer stations available to the service area were determined to be those transfer stations whose service areas overlap with the service area of the proposed transfer station.
- Step 2. Second, the population within the service area of each transfer station determined to be available to the service area of the proposed transfer station was calculated based on Census 2010 township populations.
- Step 3. Third, the population in areas of overlap with the proposed transfer station's service area was calculated.
- Step 4. Fourth, the ratio of the population in areas of overlap to the total population of each existing transfer station's service area was calculated. The ratio represents that fraction of the total capacity of each transfer station that is available to the proposed transfer station's service area.
- Step 5. Fifth, the fractional capacities for all transfer stations were added together to compute the total existing transfer capacity estimated to be available to the proposed transfer station's service area.

This method accounts for differences in population density in the region. Utilizing this area-ratio method, it was determined that 8 transfer stations had service areas which overlap with the proposed transfer station's service area.

## Results

Table G.4-1 summarizes the results of the analysis. In total, these transfer stations may provide an estimated 719 tons per day of transfer capacity to the service area.

## TRANSFER STATION CAPACITY ANALYSIS



### LEGEND

- Competing Transfer Station
- Service Area (Competing Transfer Station)
- Service Area (Groot Industries Lake Transfer Station)

### Sample Calculation:

Assume Transfer Station 1 has 1,000 tpd of capacity. The fraction of this capacity that is available to the Groot Industries Lake Transfer Station service area was calculated by multiplying 1,000 tpd by the ratio of the population in Area A to the population in Area B:

$$\text{Available Capacity (Transfer Station 1)} = 1,000 \text{ tpd} \times \frac{(\text{Population in Area A})}{(\text{Population in Area B})}$$

Not to scale.

FIGURE G.4-1



Client: Groot Industries, Inc.

Project: Groot Industries Lake Transfer Station

Project #: 147312

Calculated By: MTE

Date: 9/20/12

Checked by: CMS

Date: 5/20/13

TITLE: ANALYSIS OF TRANSFER CAPACITY

TABLE G.4-1. ESTIMATED EXISTING TRANSFER STATION CAPACITY  
AVAILABLE TO PROPOSED SERVICE AREA

Transfer Station	Total Capacity (tpd)	Population in Existing Transfer Station's Service Area	Overlap with Proposed Service Area's Population	Ratio	Available Capacity (tpd)
ARC Disposal Transfer	1,250	1,294,043	18,517	1%	13
Bluff City Transfer	2,000	1,005,181	16,826	2%	40
Rolling Meadows Transfer	1,000	859,539	112,327	13%	130
SWANCC Glenview Transfer	1,650	793,032	32,952	4%	66
ADS-Evanston Transfer	1,000	1,197,994	10,036	1%	10
ADS-Northbrook Transfer	500	1,115,715	114,347	10%	50
Virginia Road Transfer	1,000	373,848	65,079	17%	170
WM-Wheeling Transfer	1,500	1,006,916	164,600	16%	240
<b>Total</b>					<b>719</b>

## Sources:

1. Total capacity from IEPA file documents, including permits, permit applications and inspections or communication with facility owners.

## Notes:

1. Facility capacities do not reflect any reduction for receipt of recyclables or landscape wastes.

## APPENDIX G.5

Economic Analysis

**GROOT INDUSTRIES LAKE TRANSFER STATION**  
**TABLE G.5-1 - CONCEPTUAL TRANSFER STATION COSTS**

<b>Component</b>	<b>Units</b>	<b># Units</b>	<b>Unit Cost (\$/unit)</b>	<b>Total Cost</b>	<b>Annual Cost</b>
Initial Capital Costs					
Transfer Building	square feet	27,800	\$190.00	\$5,282,000	
Site Work	lump sum	1	\$1,300,000	\$1,300,000	
Regulatory	lump sum	1	\$700,000	\$700,000	
<b>Subtotal</b>				<b>\$7,282,000</b>	<b>\$687,369</b>
Equipment Costs					
Front-End Loader	each	1	\$400,000	\$400,000	
Grapple Excavator	each	1	\$482,000	\$482,000	
Street Sweeper	each	1	\$75,000	\$75,000	
Miscellaneous Equipment	lump sum	1	\$50,000	\$50,000	
<b>Subtotal</b>				<b>\$1,007,000</b>	<b>\$143,374</b>
Labor					
Facility Manager	yearly	1	\$80,000.00	\$80,000	
Equipment Operator	hours	9,152	\$44.00	\$403,000	
Laborer	hours	9,152	\$15.00	\$137,000	
Scale Clerk	hours	4,576	\$18.50	\$85,000	
<b>Subtotal</b>				<b>\$705,000</b>	<b>\$705,000</b>
Operations and Maintenance Costs					
Loader/Excavator (fuel, maint)	hours	9,152	\$42.00	\$384,000	
Sweeper (fuel, maint)	hours	312	\$35.00	\$11,000	
Building/Site Maintenance	% of bldg. cost	1	2%	\$106,000	
Utilities	square feet	27,800	\$0.50	\$14,000	
<b>Subtotal</b>				<b>\$515,000</b>	<b>\$515,000</b>
Overhead and Profit	% of expenses	1	30%	\$615,000	
Host Fees					
Village of Round Lake Park	tons	214,500	\$1.60	\$343,200	
Lake County					
0-600 tons	tons	171,600	\$0.45	\$77,220	
601-750 tons	tons	42,900	\$0.55	\$23,595	
SWALCO/Lake County	tons				
0-600 tons	tons	171,600	\$0.45	\$77,220	
601-750 tons	tons	42,900	\$0.55	\$23,595	
<b>Subtotal</b>				<b>\$1,159,830</b>	<b>\$1,159,830</b>
<b>Total Annual Cost</b>					<b>\$3,210,573</b>
<b>Annual Tons</b>					<b>214,500</b>
<b>Cost Per Ton</b>					<b>\$14.97</b>
Amortization Rate:			7.0%		
Amortization Period:					
Building and Improvements			20 years		
Equipment			10 years		

Notes:

1. Regulatory costs include siting and IEPA permitting.
2. Assumes waste quantities received on Saturday (375 tons) are half of weekday quantity (750 tons).

GROOT INDUSTRIES LAKE TRANSFER STATION

TABLE G.5-2 - SUMMARY COST ANALYSIS OF DIRECT HAUL VERSUS TRANSFER HAUL

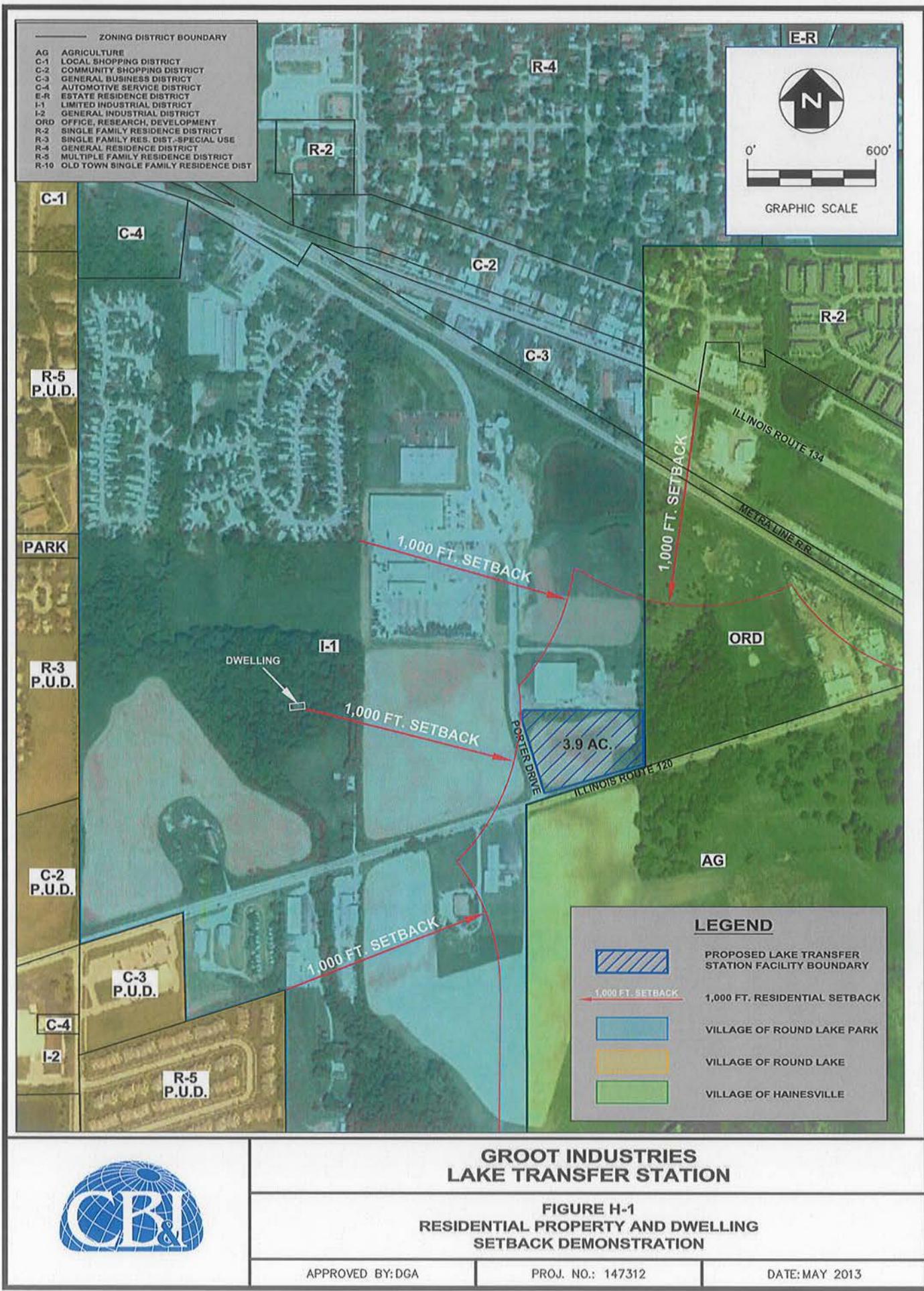
One-Way Haul Distance (miles)	0	5	10	15	16	17	18	19	20	25	30	35	40
<b>Direct Haul (\$/ton)</b>													
Packer Vehicle Cost	\$0.00	\$4.58	\$9.17	\$13.75	\$14.67	\$15.58	\$16.50	\$17.42	\$18.33	\$22.92	\$27.50	\$32.08	\$36.67
Roll-off Vehicle Cost	\$0.00	\$8.33	\$16.67	\$25.00	\$26.67	\$28.33	\$30.00	\$31.67	\$33.33	\$41.67	\$50.00	\$58.33	\$66.67
Average	\$0.00	\$5.33	\$10.67	\$16.00	\$17.07	\$18.13	\$19.20	\$20.27	\$21.33	\$26.67	\$32.00	\$37.33	\$42.67
<b>Transfer Haul (\$/ton)</b>													
Transfer Vehicle Cost	\$0.00	\$1.11	\$2.22	\$3.33	\$3.56	\$3.78	\$4.00	\$4.22	\$4.44	\$5.56	\$6.67	\$7.78	\$8.89
Transfer Station Cost	\$14.97	\$14.97	\$14.97	\$14.97	\$14.97	\$14.97	\$14.97	\$14.97	\$14.97	\$14.97	\$14.97	\$14.97	\$14.97
Total Transfer Cost	\$14.97	\$16.08	\$17.19	\$18.30	\$18.53	\$18.75	\$18.97	\$19.19	\$19.41	\$20.53	\$21.64	\$22.75	\$23.86
Transfer (Cost) Savings (\$/ton)	-\$14.97	-\$10.75	-\$6.52	-\$2.30	-\$1.46	-\$0.62	\$0.23	\$1.08	\$1.92	\$6.14	\$10.36	\$14.58	\$18.81
Vehicle Speed (mph)	30.0												
Packer Payload (tons)	8.0												
Roll-off Payload (tons)	4.0												
Transfer Payload (tons)	24.0												
Packer Cost (\$/hour)	\$110.00												
Roll-off Cost (\$/hour)	\$100.00												
Transfer Vehicle Cost (\$/hour)	\$80.00												

Notes:

1. Costs are calculated on a round-trip basis.
2. Weighted average assumes 80 percent of incoming waste is from packer vehicles and 20 percent of incoming waste is from roll-off vehicles.

## APPENDIX H

Residential Setback Documentation





GRAPHIC SCALE

0 150'

**LEGEND**

— PROPOSED FACILITY BOUNDARY

**NOTES**

1. FACILITY BOUNDARY TAKEN FROM AN ALTA/ACSM LAND SURVEY PROVIDED BY ENVIRONMENTAL DESIGN INTERNATIONAL, INC., CHICAGO, IL, DATED NOVEMBER 1, 2012
2. 1000' RESIDENTIAL SET-BACK PLOTTED FROM A SURVEY EXHIBIT OF PART OF LEO DEMEYER'S 1ST ADDITION TO, ROUND LAKE PARK, AVON TOWNSHIP, LAKE COUNTY, ILLINOIS PROVIDED BY WESTERN SURVEYING & ENGINEERING, P.C., GENEVA, ILLINOIS, DATED SEPTEMBER 16, 2009.



REV. NO.	DATE	DESCRIPTION



**GROOT INDUSTRIES LAKE TRANSFER STATION**

**FIGURE H-2  
DWELLING SETBACK DEMONSTRATION**

DRAWN BY: RDS APPROVED BY: DAM PROJ. NO.: 147312 DATE: MAY 2013

## APPENDIX I

Illinois Historic Preservation Agency Correspondence



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A World of **Solutions**™

September 6, 2012

Ms. Anne E. Haaker  
Deputy State Historic Preservation Officer  
Preservation Services Division  
Illinois Historic Preservation Agency  
#1 Old State Capitol Plaza  
Springfield, IL 62701-1507

Subject: Request for Environmental Review

Dear Ms. Haaker:

I am writing to request a file search for a property located within Section 28, Township 45 North, Range 10 East of the Third Principal Meridian (Round Lake Park, Lake County, Illinois). Please conduct the review according to the Historic Resources Preservation Act to determine if any natural landmarks or historic, architectural or archaeological resources are located within this designated area.

A site location map which more specifically documents the site location is included for your reference.

If you require any additional information, please contact me at (630) 762-1400. Thank you for your assistance.

Sincerely,  
Shaw Environmental, Inc.

  
Leia Cooney  
Engineer

Enclosure



## PROJECT LOCATION

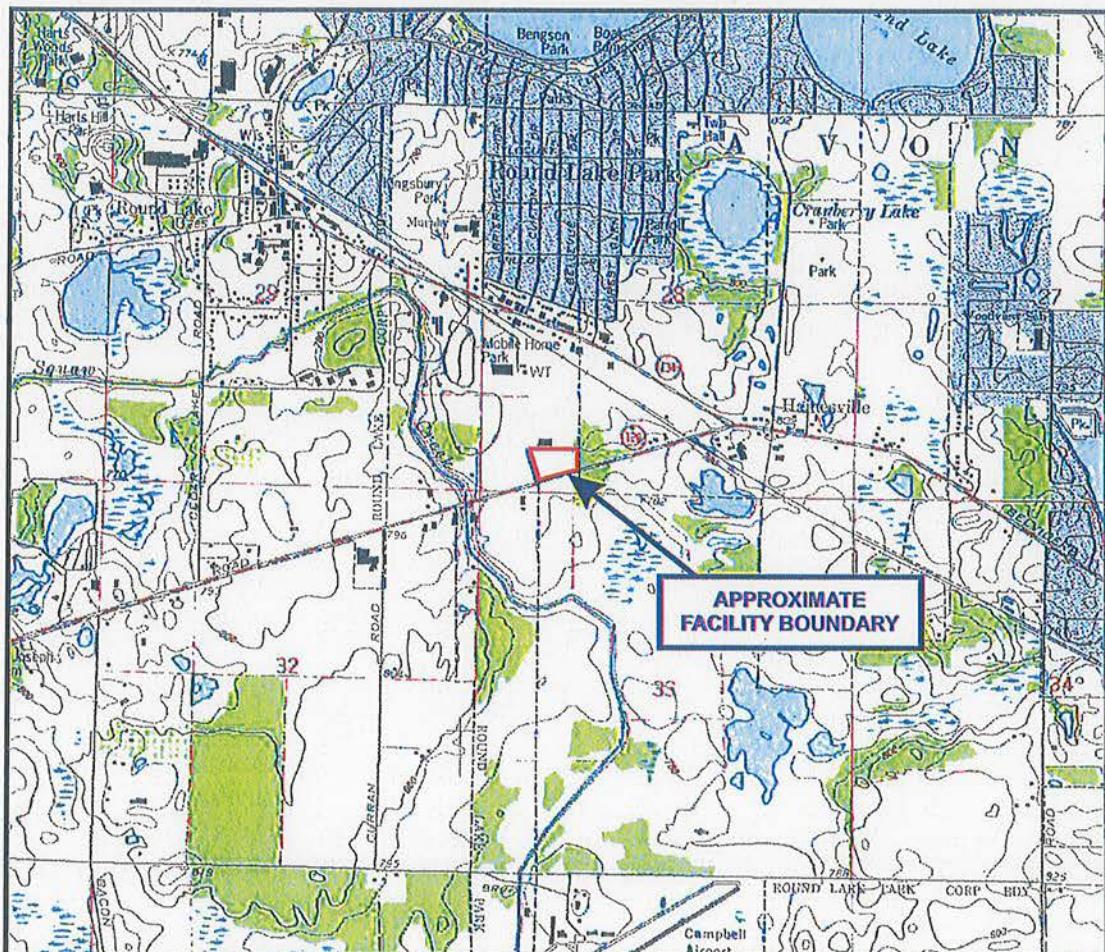
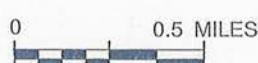


Figure Adapted from USAPhotoMaps.



### ROUND LAKE PARK TRANSFER STATION ROUND LAKE PARK, ILLINOIS



FIGURE 1  
SITE LOCATION ON USGS TOPOGRAPHY

APPROVED BY: MNF PROJ. NO.: 137818 DATE: SEPT. 2012



## Illinois Historic Preservation Agency

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • [www.illinois-history.gov](http://www.illinois-history.gov)

Lake County  
Round Lake Park  
201 South Porter Drive  
Section:28-Township:45N-Range:10E  
IND  
New construction, municipal solid waste transfer station facility

PLEASE REFER TO: IHPA LOG #013101712

October 23, 2012

Leia Cooney  
Shaw Environmental, Inc.  
1607 East Main Street, Suite E  
St. Charles, IL 60174

Dear Ms. Cooney:

The Illinois Historic Preservation Agency is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted or licensed undertakings for their effect on cultural resources. Pursuant to this, we have received information regarding the referenced project for our comment.

Our staff has reviewed the specifications under the state law and assessed the impact of the project as submitted by your office. We have determined, based on the available information, that no significant historic, architectural or archaeological resources are located within the proposed project area.

According to the information you have provided concerning your proposed project, apparently there is no federal involvement in your project. However, please note that the state law is less restrictive than the federal cultural resource laws concerning archaeology. If your project will use federal loans or grants, need federal agency permits, use federal property, or involve assistance from a federal agency, then your project must be reviewed under the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case.

This clearance remains in effect for two (2) years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the IL Human Skeletal Remains Protection Act (20 ILCS 3440).

Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

Sincerely,

*Anne E. Haaker*

Anne E. Haaker  
Deputy State Historic  
Preservation Officer

## APPENDIX J

Illinois Department of Natural Resources Correspondence



**Applicant:** Shaw Environmental, Inc.      **IDNR Project #:** 1305002  
**Contact:** Michele Martzke      **Alternate #:** 1008623  
**Address:** 1607 East Main Street      **Date:** 10/08/2012  
 Suite E  
 St. Charles, IL 60174

**Project:** Groot Industries  
**Address:** NE corner of Belvidere Road (Route 120) and Porter Drive, Round Lake Park

**Description:** Proposed project consists of the development of a waste management facility

#### Natural Resource Review Results

##### Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Cranberry Lake INAI Site  
 Round Lake Marsh INAI Site  
 Common Moorhen (*Gallinula chloropus*)  
 Least Bittern (*Ixobrychus exilis*)  
 Yellow-Headed Blackbird (*Xanthocephalus xanthocephalus*)

**An IDNR staff member will evaluate this information and contact you within 30 days to request additional information or to terminate consultation if adverse effects are unlikely.**

##### Location

The applicant is responsible for the accuracy of the location submitted for the project.

**County:** Lake

**Township, Range, Section:**  
45N, 10E, 28



**IL Department of Natural Resources Contact**  
 Keith Shank  
 217-785-5500  
 Division of Ecosystems & Environment

**Local or State Government Jurisdiction**  
 Village of Round Lake Park  
 Jean McCue  
 203 E. Lake Shore Drive  
 Round Lake Park, Illinois 60073

*Applicant:* Shaw Environmental, Inc.  
*Contact:* Kari Harris  
*Address:* 1607 E. Main Street  
St. Charles, IL 60174

*IDNR Project #:* 1008623  
*Date:* 04/22/2010

*Project:* Groot Industries  
*Address:* Northeast corner of Belvedere Road (Route 120) and Porter Drive, Round Lake Park

*Description:* Proposed project consists of the development of a waste management facility.

#### **Natural Resource Review Results**

##### **Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)**

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Cranberry Lake INAI Site  
Round Lake Marsh INAI Site  
Common Moorhen (*Gallinula chloropus*)  
Least Bittern (*Ixobrychus exilis*)  
Yellow-Headed Blackbird (*Xanthocephalus xanthocephalus*)

An IDNR staff member will evaluate this information and contact you within 30 days to request additional information or to terminate consultation if adverse effects are unlikely.

##### **Location**

The applicant is responsible for the accuracy of the location submitted for the project.

*County:* Lake  
*Township, Range, Section:*  
45N, 10E, 28



**IL Department of Natural Resources Contact**  
Keith Shank  
217-785-5500  
Division of Ecosystems & Environment

**Local or State Government Jurisdiction**  
Village of Round Lake Park  
Jean McCue  
203 E. Lake Shore Drive  
Round Lake Park, Illinois 60073

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#### **Disclaimer**

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

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1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.
2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.
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# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
<http://dnr.state.il.us>

Pat Quinn, Governor  
Marc Miller, Director

October 09, 2012

Michele Martzke  
Shaw Environmental, Inc.  
1607 East Main Street  
Suite E  
St. Charles, IL 60174

**Re: Groot Industries**  
**Project Number(s): 1305002 [1008623]**  
**County: Lake**

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Keith Shank  
Division of Ecosystems and Environment  
217-785-5500



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September 6, 2012

Mr. Randy R. Heidorn  
Acting Director  
Illinois Nature Preserves Commission  
One Natural Resources Way  
Springfield, IL 62702-1271

Subject: Illinois Nature Preserve Determination

Dear Mr. Heidorn:

I am requesting written documentation that the following property is in compliance with the Illinois Natural Areas Preservation Act. The property is located within Section 28, Township 45 North, Range 10 East of the Third Principal Meridian (Round Lake Park, Lake County, Illinois). A site location map which more specifically documents the site location is included for your reference.

Please indicate if the subject properties are located in a natural area, which was designated as a Dedicated Illinois Nature Preserve pursuant to the Illinois Natural Areas Preservation Act (Ill. Rev. Stat. 1989, ch. 105 par. 701 et seq.).

If you require any additional information, please contact me at (630) 762-1400. Thank you for your assistance.

Sincerely,  
Shaw Environmental, Inc.

  
Leia Cooney  
Engineer

Enclosure



## PROJECT LOCATION

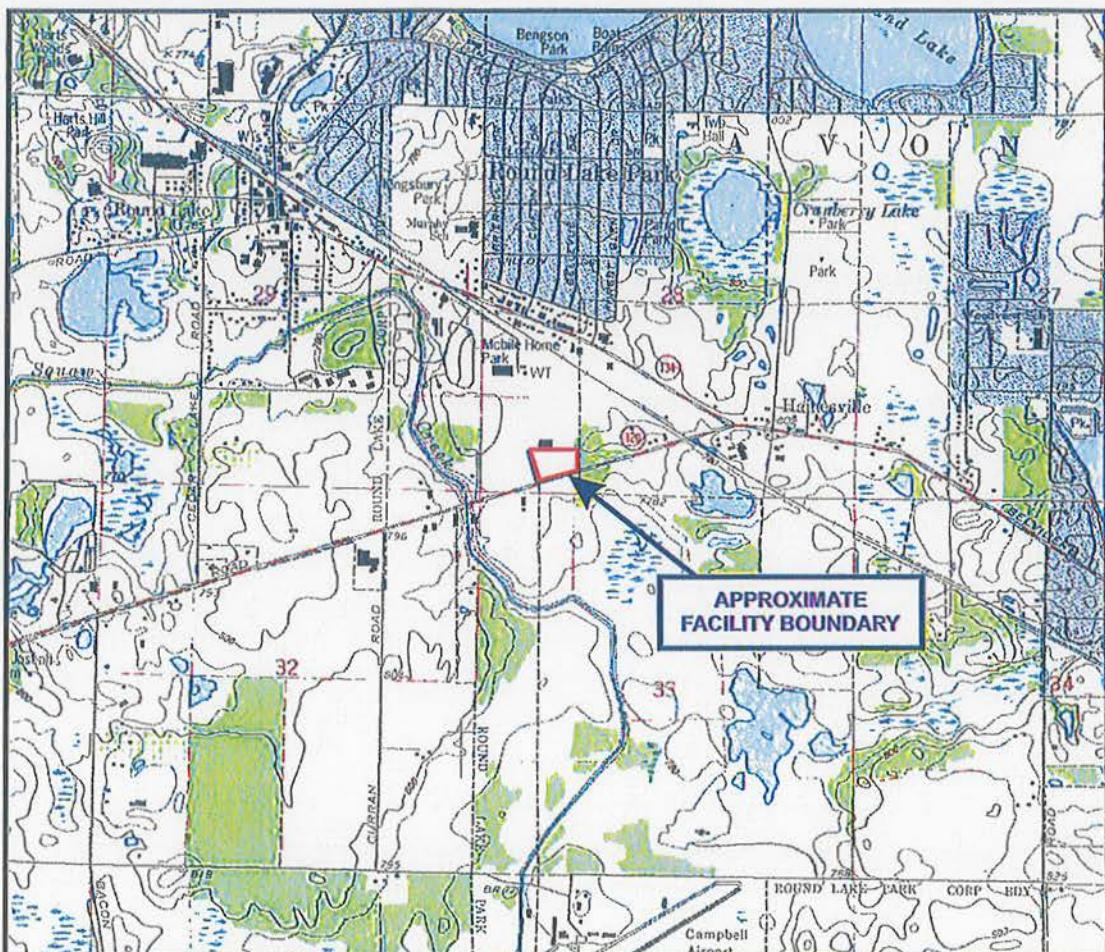


Figure Adapted from USAPhotoMaps.

0 0.5 MILES



### ROUND LAKE PARK TRANSFER STATION ROUND LAKE PARK, ILLINOIS



Shaw Environmental, Inc.

FIGURE 1  
SITE LOCATION ON USGS TOPOGRAPHY

APPROVED BY: MNF PROJ. NO.: 137818 DATE: SEPT. 2012