

ORDINANCE NO. 8687-10

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION
AND DELIVERY OF AN AGREEMENT CONCERNING THE
EXPANSION OF THE URBANA 10-ACRE LANDFILL SITE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS, as follows:

Section 1. That a certain Agreement between and among
the City of Urbana, Illinois, the City of Champaign, Illinois,
Central States Resource Center, Central States Education Center
and certain Property Owners, in substantially the form of the
copy of said Agreement attached hereto and hereby incorporated
by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana,
Illinois be and the same is hereby authorized to execute and
deliver such Agreement and the City Clerk of the City of Urbana,
Illinois, be and the same is authorized to attest to such
execution thereof, all as so authorized and approved for and on
behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative
vote, the "ayes" and "nays" being called, of a majority of the
members of the Council of the City of Urbana, Illinois, at a
regular meeting of said Council.

PASSED by the City Council this 4th day of August,
1986.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

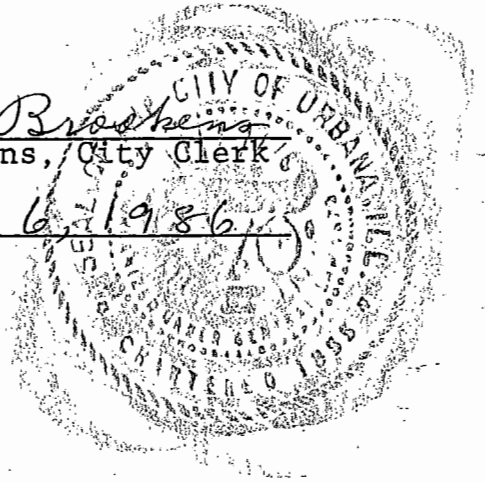
APPROVED by the Mayor this 15th day of August,
1986.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8687-10 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

August 6, 1986
Date



AN AGREEMENT
CONCERNING THE EXPANSION OF THE
URBANA 10-ACRE LANDFILL SITE

This Agreement is made this 4th of August, 1986, among the City of Urbana, a municipal corporation ("Urbana"), the City of Champaign, a municipal corporation ("Champaign"), collectively referred to as "Cities"; and Central States Resource Center and Central States Education Center, both Illinois not-for-profit corporations (collectively "Centers"), and undersigned Property Owners who own property contiguous to or near the 10-Acre Landfill Site owned by the City of Urbana ("10-Acre Site").

WITNESSETH:

WHEREAS, the vertical expansion of the 10-Acre Site has been proposed in order to permit time for the siting of a new regional solid waste disposal facility; and

WHEREAS, such vertical expansion of the 10-Acre Site requires supplemental permits to be issued by the State of Illinois Environmental Protection Agency ("IEPA"); and

WHEREAS, the expansion of the 10-Acre Site would increase the volume capacity of such site; and

WHEREAS, the Cities have previously owned and operated landfills by and through the Champaign-Urbana Solid Waste Disposal System ("the System") adjacent to the 10-Acre Site, commonly known as the 17-Acre Site and the 24-Acre Site; and

WHEREAS, Urbana has previously owned and operated a landfill adjacent to the 10-Acre Site, commonly known as the 72-Acre Site; and

WHEREAS, the Property Owners and the Centers have previously appeared at the statutory siting hearing for the 10-Acre Site; and

WHEREAS, the Property Owners and the Centers desire certain written assurances with respect to the proposed expansion of the 10-Acre Site; and

WHEREAS, the parties desire to reduce to writing those assurances in order to achieve, insofar as possible, a compromise with respect to certain aspects of the 10-Acre Site vertical expansion.

NOW, THEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, the undersigned parties agree as follows:

Section 1 - Future Expansion

Champaign and Urbana shall file or through their officers or employees file and hereby authorize and direct their representatives on behalf of the System to file for recording a covenant running with the land and enforceable by the Property Owners which prohibits the permanent disposal of solid waste subsequent to the exhaustion of the 10-Acre Site as allowed under the supplemental permits referred to herein, not including landscape waste, upon the 10-Acre Site, the 24-Acre Site, the 17-Acre Site as the case may be and the 72-Acre Site (owned by Urbana), all of such sites which are currently being used or have been previously used as an area of permanent solid waste disposal, such sites being described in the map attached hereto as Exhibit A and incorporated herein by reference (all such sites referred to as "Property"). Such covenant shall be filed for recording on or before February 15, 1987, or within 30 days after the issuance of the operational permit by the IEPA for the aforementioned vertical expansion of the 10-Acre Site, whichever time is last to occur. Such covenant shall not preclude the reasonable filling of the Property with construction debris or soil or other like material which may be used for future development of the Property for purposes other than the permanent disposal of solid waste. Further, the Ci-

ties shall not exercise right of eminent domain to utilize the property of the Property Owners contiguous to any of the named landfill sites as an area of permanent waste disposal.

Section 2 - Daily Operations

A. Blowing Paper

So long as the 10-Acre Site accepts solid waste for permanent disposal, the Cities shall maintain an approximate fifteen (15) foot high screening barrier on top of and for the length of the screening berm presently located on the 10-Acre Site. Additionally, Urbana shall require the contractor operating the 10-Acre Site to maintain an operational on-site screening device located at or near the location of initial solid waste unloading operations.

B. Vectors and Skunks

1. So long as the 10-Acre Site accepts solid waste for permanent disposal, Urbana shall contract with a trapping service to humanely bait and trap skunks in order to, insofar as practical, prevent the migration of skunks from the 10-Acre Site to adjacent property. Such service shall bait and trap skunks upon the perimeter of the 10-Acre Site, and such locations upon the property of the Property Owners as shall be permitted by one or more of the Property Owners and the Cities.

2. So long as the 10-Acre Site accepts solid waste for permanent disposal, Urbana shall contract with an exterminator to prevent, insofar as practical, the migration of vectors from the 10-Acre Site to adjacent property. If the exterminator deems it expedient to utilize poisons for such purpose, such poisons shall only be located upon the property of the Cities unless otherwise permitted by one or more of the Property Owners.

Section 3 - 72-Acre Site

On or before December 31, 1987, Urbana shall install at least two (2) groundwater monitoring wells on or near the 72-acre area owned by and previously utilized by Urbana as a solid waste disposal site ("72-Acre Site"). Such wells shall be in addition to the existing well (G102) on the 72-Acre Site. One such well shall be at an approximate 150-foot depth; the other well shall be located at approximate 50-foot depth. Such wells will be designed and located so as to detect potential contamination from the 72-Acre Site entering the groundwater, provided that number of wells may be reduced to a number such that the total costs of the installation of such wells shall not exceed the cost of \$10,000.00. Urbana shall consult with the Centers prior to placement of the wells. Urbana shall take such action as is required in Section 4A with respect to monitoring only of the well or wells on the 72-Acre Site.

Section 4 - Long-Term Care

A. Monitoring

1. Groundwater

a) The initial groundwater monitoring network shall be composed of wells G101, G102, G103 on the 10-Acre Site, G101 on the 24-Acre Site and G102, G103, G104, G105, G201, and G202 on or adjacent to the 17-Acre Site. Such wells are shown on Exhibit A.

b) On or before December 31, 1987, the Cities shall sample the monitoring network and test for the presence of heavy metals, Purgeable Halocarbons (method 601), Purgeable Aromatics (method 602), Organochlorine Pesticides and PCBs (method 608), phenols (method 604), and Chlorinated Hydrocarbons (method 612). Such "methods" refer to standard testing methods promulgated by the United States Environmental Protection Agency, provided

that any such testing method utilized may be a method comparable or which includes such method listed above.

c) The Cities shall conduct initial sampling and continue to sample for the length of this agreement as follows. The Cities shall sample the monitoring network quarterly and test for the following parameters: Alkalinity, Boron, Chloride, pH, Temperature, ROE (Residue on Evaporation), Specific Conductance, Sulfate, T.O.C. (Total Organic Carbon) and T.O.X. (Total Organic Halogens). The quarterly samples will be analyzed in quadruplicate during the first year of testing to determine a mean background level, provided, however, that if the initial screening conducted pursuant to Section 4A1(b) indicates that the wells in the groundwater monitoring network are contaminated, the mean background levels, for the purposes of this section, shall be established utilizing a well or wells upgradient of all landfill sites; further, if the wells in the groundwater monitoring network indicate contamination, Methods 601 and 602 shall be substituted as quarterly testing parameters instead of T.O.X. Thereafter each well in the groundwater monitoring network will be sampled and analyzed quarterly and the analysis results shall be compared to background levels for that well or an uncontaminated well upgradient of the landfilled areas as required in this section utilizing the Student t-test as defined in 40 CFR, Part 264, Appendix IV, RCRA regulations. If a significant difference is noted between those parameter levels for any well, the well will be resampled and analyzed to verify that the difference is not a result of sampling or analysis error. If the significant difference is verified in the resampling and reanalysis under this Section 4A, the Cities shall prepare or cause to be prepared a report which seeks to identify the cause and impact of such significant difference. The report shall additionally ascertain and recommend the best currently

available methods for taking remedial action to alleviate the reported impact, if any, of the significant difference. The availability of this report shall be advertised in a newspaper of general circulation in the County. There shall be a forty-five (45) day period permitted after publication whereby public comment is received by the Cities.

Based on the results of such study, the Cities shall take such reasonable steps as are necessary to protect the health, safety and welfare of the public.

2. Surface Water

As part of the monitoring network, the Cities shall continue to monitor surface water sampling points S-101, S-102 and S-103 along the Saline Branch in the same manner as monitoring is conducted as of the date of this agreement.

B. Monitoring of Caps and Remedial Action

The Cities shall monitor the caps and aboveground sides of the 10-Acre, 24-Acre and 17-Acre Sites and remediate any leachate seeps from the cap and above-ground sides of the 10-Acre Site, 24-Acre Site and 17-Acre Site within a reasonable time of their occurrence but in any event remedial work shall begin with three months of discovery of the leachate seeps.

C. Monitoring and Remediation of Leachate Levels

The Cities shall quarterly monitor the leachate level of the 10-Acre Site, and withdraw and treat the leachate such that leachate level shall not exceed five feet, where five feet is defined by the IEPA relative to permit no. 1984-15-OP; provided however that such withdrawal shall not be required to the extent that it may damage or lessen the protective effect of the clay liner.

D. Maintenance of Caps, Venting and Drainage System

The Cities shall maintain the cap and above-ground sides of the 10-Acre Site, 24-Acre Site and 17-Acre Site to minimize erosion and the infiltration of precipitation. The Cities shall maintain and operate a methane gas venting system on the 10-Acre Site, 17-Acre Site and 24-Acre Site. Further, the Cities will maintain or improve the drainage system upon the Property so as to minimize the unreasonable flow of surface water onto the adjacent properties.

E. Annual Report on Sites

The Cities shall annually prepare or cause to be prepared a written report summarizing the results of the groundwater monitoring network, leachate levels, leachate withdrawal and treatment (if any), leachate seeps (if any), cap and above-ground sides maintenance, and the methane gas venting system on the 10-Acre, 24-Acre and 17-Acre Sites.

F. Five-Year Report on Assessment Procedures

~~The Cities shall, during the fifth year after cessation of disposal operations at the 10-Acre Site, contract for a procedure assessment with a competent engineering firm or firm of similar character capable of measuring and analyzing the effect of the 10-Acre, 17-Acre and 24-Acre Sites on surface water and groundwater. The Cities shall require the firm to assess the adequacy of the then current analysis methods and groundwater monitoring network insofar as such methods and network may or may not be adequate to measure the impact upon the ground and surface waters. Such report shall also specify whether or not continued monitoring is recommended and the period of time if any that such monitoring is recommended. Such firm shall be required to report its findings in writing in the form of a final report. The availability of such report shall be advertised in a newspaper of general circulation~~

within Champaign County. There shall be a forty-five (45) day period permitted whereby public comment is received by the Cities. Such periodic procedure assessment reports shall be repeated thereafter at five (5) year intervals until this Agreement has terminated.

G. Alterations to Procedures for Monitoring

1. If any such periodic procedure assessment reports that the analysis methods or monitoring network are inadequate, the Cities shall take such reasonable actions as may be required to comply with such reasonably recommended and economically practical monitoring methods or monitoring networks as were recommended by the firm submitting the periodic procedure assessment report.

2. If such periodic procedure assessment reports that the analysis methods or portion of the monitoring network are not necessary to monitor the Property, the Cities may abandon such part of the network, cease testing, or alter such process in the manner recommended, provided that the quality of monitoring shall not thereby be diminished.

Section 5 - Obligations of Property Owners

A. Meetings; Access to Property

The Property Owners, the Centers and representatives of the Cities shall meet with one another at such reasonable times and places as may be necessary or desirable to accomplish the undertakings set forth in this Agreement. The Property Owners shall allow representatives or agents of the Cities access to their property for the purposes of carrying out undertakings related to Section 2 and to collect blown litter, if any, at reasonable times. Consent to such entry onto Property Owners' property adjacent to the landfill sites is hereby given to the Cities and their agents or employees

for the purposes set forth in this section.

B. Waiver of Hearing Rights

The Property Owners and the Centers or their agents or representatives shall not testify or appear at the statutory hearings before the City Council of Urbana relative to the expansion of the 10-Acre Site presently pending except to support such expansion. Further, the Property Owners and the Centers hereby agree to take no appeal from a decision of the City Council of the City of Urbana if such a decision permits any such expansion, either to the Illinois Pollution Control Board or to the State or Federal courts. The Property Owners and the Centers shall not directly or indirectly finance, or directly encourage or support any person making objections to or appeal of the proposed expansion in any manner. Issuance of an operational permit for the proposed vertical expansion of the 10-Acre Site shall be prima facie evidence that the Property Owners and Centers have not directly or indirectly financed, or encouraged or supported any person making objections to an appeal of the proposed expansion.

C. Annexation of Property

The Property Owner, Janice Hoesman, owner of the tract of real property, shown in a map of which is attached hereto as Exhibit B and incorporated by reference herein, agrees to submit an executed petition sufficient for all purposes to annex such real property to the City of Urbana within forty-five (45) days of a request by Urbana, such petition being substantially in the form attached hereto as Exhibit C; provided, however, that the Urbana City Council shall not annex such real property unless Urbana has first filed the covenant required in Section 1 hereto.

Section 6 - Funding

The undertakings hereunder on the part of the Cities shall be funded

equally by Champaign and Urbana provided that the funding for the undertakings set forth in Section 2 shall come from fees charged by Urbana for permanent disposal of solid waste at the 10-Acre Site and that Urbana shall be solely responsible for any undertakings hereunder relative to the 72-Acre Site.

Section 7 - Enforcement

Any party hereto may enforce any of the provisions hereunder by any methods available in law or in equity including specific performance provided, however, that the Property Owners and the Center shall not be permitted any such enforcement rights if any such persons are in breach of or undertake actions contrary to Section 5 hereof.

Section 8 - Effective Date and Term

This agreement shall be effective, if at all, upon due and proper execution, by Janice and Byron Hoesman, Alan Dial and spouse, Dale Rawdin, Central States Resource Center, Central States Education Center, the City of Champaign and the City of Urbana; provided however that this Agreement, insofar as Sections 2, 3 and 4 are concerned, shall be effective, if at all, only upon the issuance of an operational permit by the Illinois Environmental Protection Agency for the proposed expansion of the 10-Acre Site presently pending before the City Council of the City of Urbana and only if such permit is issued after the siting hearing required by Illinois Revised Statute (1985) Ch. 111-1/2 par. 1039.2. This Agreement and all undertakings hereunder shall terminate thirty (30) years after the last date that solid waste is accepted for disposal on the 10-Acre Site.

Section 10 - No Act Contrary to Law

Nothing herein shall require the parties to perform any act contrary to law or regulation or take any act which would jeopardize the health, safety or welfare of any person.

Section 11 - Merger

This Agreement represents the entire agreement and understanding between the Parties. No modification or amendment shall be effective unless in writing and signed by the Parties hereto.

Section 12 - No Assignment

This agreement may not be assigned by the Center. This agreement shall be assignable by the Property Owners, but only to bona fide purchasers (including heirs or devisees) of the fee simple title to the property of the Property Owners adjacent to any landfill sites mentioned herein; provided that no assignment shall be effective unless written notice is given to the Cities of such assignment.

Section 13 - Miscellaneous

The parties agree that the undertakings set forth herein are in voluntary compromise and waiver of various legal rights of the parties hereto. Nothing contained herein shall be deemed admissible as an admission against interests in any proceeding before any administrative agency of the State of Illinois or before any court except insofar as necessary to enforce the terms hereof before a court of competent jurisdiction or an administrative agency or to impeach the testimony of a signatory hereto. The parties so stipulate. Neither shall any of the terms or provisions hereof be deemed an admission of present or future deficiencies in the operation or impact of the 72-Acre, 10-Acre, 24-Acre or 17-Acre Sites. The Property Owners and the Center hereby admit and stipulate that the Cities and the System can present evidence at the siting hearing for the 10-Acre Site Expansion which,

as augmented by this Agreement, fully satisfy each of the six (6) criteria required to be presented under Illinois Revised Statutes (1985) Ch. 111-1/2 par 1039.2.

Section 14. Notice. Notice given or required hereunder shall be taken as given when mailed postage prepaid by certified mail to (or delivered at the addresses set forth in Exhibit D).

In agreement the Parties set their hands.

CITY OF CHAMPAIGN

By: *Steve Clark*
City Manager

Attest: *Kathy Sivots*
Acting City Clerk

CITY OF URBANA

By: *Jeff Miller*
Mayor

Attest: *Ruth S. Brookings*
City Clerk

CENTRAL STATES RESOURCE CENTER

By: *Bruce Hannon*
PRESIDENT

Attest: *Robert J. Farrell*

CENTRAL STATES EDUCATION CENTER

By: *Bruce Hannon*
PRESIDENT

Attest: *Robert J. Farrell*

PROPERTY OWNERS

Print Name *BYRON L. HOESMAN*

JANICE HOESMAN

MARTINA DIAL

Allen Dial

DALE E. RAWDIN

Signature *Byron L. Hoesman*

Janice Hoesman

Martina Dial

Allen Dial

Dale E. Rawdin

Note: Each signature must be notarized.

STATE OF ILLINOIS)
) SS
CHAMPAIGN COUNTY)

Subscribed and sworn to before me this 4th day of August, 1986.

Robert J. Farrell
Notary Public

My commission expires 3/87.