

SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT

THIS SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT is made as of May 17, 2017 (this "Amendment") and entered into by and between Waste Management of Illinois, Inc., a Delaware corporation ("Waste Management") and the County of DeKalb, Illinois (the "County").

RECITALS:

A. Waste Management and the County are parties to that certain Host Community Agreement dated April 17, 2009 (the "Agreement"), regarding the operation of an expanded landfill located in DeKalb County ("Expansion").

B. The parties desire to amend the Agreement to, among other things, allow for the adjustment of the 500,000 ton yearly cap to authorize the receipt at the Expansion of additional quantities of special waste from one-time event jobs or projects, and a modification to the calculation and application of the annual cost-of-living adjustment contained in the Agreement.

C. In accordance with Section 25 of the Agreement, any amendment to the Agreement must be in writing and signed by both parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, effective on the date first set forth above, the parties agree to the foregoing recitals and as follows:

1. Incorporation. The recitals set forth above constitute an integral part of this Amendment and are incorporated herein by this reference with the same force and effect as if fully set forth in this Section 1.

2. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

3. Amendments to Agreement.

(a) Section 7 of the Agreement is hereby amended by the addition of the following subsection (c):

"c. In addition to the 500,000 tons of Solid Waste authorized in subparagraph (b) above, Waste Management may accept for disposal up to 200,000 tons of nonhazardous special waste generated outside of DeKalb County during any calendar year, without further approval of the County, except that the County Board may reduce the tons to 150,000 after January 1, 2025."

(b) The last sentence of Section 15 is hereby deleted in its entirety and the following is substituted in lieu thereof:

“In addition, Waste Management will make an annual contribution to the DeKalb Economic Development Corporation in the amount of at least \$5,000 per year, beginning in 2009, and the minimum contribution per year shall be increased annually by the lower of (a) the annual increase in the Consumer Price Index as provided for in Section 16(a) of this Agreement; or (b) 4%.”

(c) Section 16(a) of the Agreement is hereby amended by the addition of the following sentence:

“Notwithstanding the foregoing, effective January 1, 2018, the Host Benefit Fee shall be adjusted on January 1st each year and the Consumer Price Index for the Chicago Region (CPI-U, Chicago-Gary-Kenosha) referred to above shall be defined as the index reported for the month of December each year and shall not be the Annual average index reported for the entire year.”

(d) Section 16(b) is hereby deleted in its entirety and the following is substituted in lieu thereof:

“b. Payment. The Host Benefit Fee shall be payable to the County on a monthly basis on or before the 45th day following the end of each month. Any Host Benefit Fee payment not received by the County within this 45 day period shall be subject to a late charge of one percent (1%) of the total Host Benefit Fee per month or fraction of the month in which the payment is late.”

4. General Provisions.

(a) Except as specifically amended herein, all of the terms, covenants, representations, warranties, conditions and stipulations contained in the Agreement are ratified and confirmed in all respects and shall continue to apply with full force and effect. In the event of any inconsistency between the terms of the Agreement and this Amendment, the terms of this Amendment shall in all cases govern. The definitions of all defined terms as set forth in the Agreement shall apply to such terms used in this Amendment, except as specifically provided herein to the contrary. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois (without reference to, or giving effect to, choice of law principles).

(b) The parties agree that this Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or pdf signature shall be deemed an original signature.

(c) The Agreement and this Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

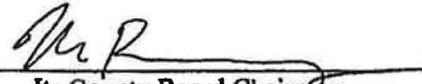
[Signatures on following page]

IN WITNESS WHEREOF, Waste Management and the County have duly executed this Second Amendment to Host Community Agreement as of the day and year first above written.

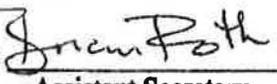
WASTE MANAGEMENT OF
ILLINOIS, INC.

By: 
Its Vice President

COUNTY OF DEKALB

By: 
Its County Board Chairman

ATTEST:

By: 
Assistant Secretary


Clerk of DeKalb County

DATE: 6/13/17