

**RESOLUTION
R2014-37**

WHEREAS, Waste Management and DeKalb County Government are parties to a Host Community Agreement dated February 26, 2009 pertaining to the expansion of the DeKalb County Landfill, and

WHEREAS, Waste Management and DeKalb County Government now desire to amend the Agreement in order to facilitate, in calendar 2014, (a) Waste Management beginning to accept waste from outside of DeKalb County at the DeKalb Landfill and (b) the County to begin to receive additional revenue from this waste, and

WHEREAS, the Finance Committee of the DeKalb County Board has reviewed the attached amendment and has recommended its approval;

NOW, THEREFORE BE IT RESOLVED that the DeKalb County Board does hereby agree to approve the attach amendment to the Host Community Agreement with Waste Management that (a) allows for the acceptance of waste from outside of DeKalb County during 2014, and (b) delays the minimum guaranteed revenue provisions to the County until 2015, and (c) delays the internal allocation for the Solid Waste Program and the Forest Preserve until 2015.

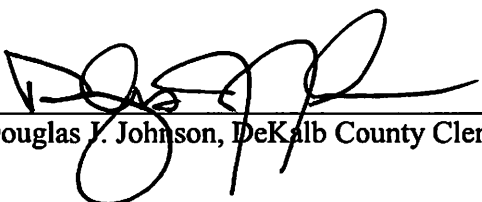
PASSED AT SYCAMORE, ILLINOIS, THIS 21ST DAY OF MAY, 2014 A.D.

SIGNED:



Jeffery L. Metzger, DeKalb County Board Chairman

ATTEST:



Douglas J. Johnson, DeKalb County Clerk

AMENDMENT OF HOST COMMUNITY AGREEMENT

This Amendment of HOST COMMUNITY AGREEMENT ("Agreement") entered into this 1st day of June, 2014 by and between Waste Management of Illinois, Inc., a Delaware corporation authorized to do business in Illinois and having an office at 700 E. Butterfield Road, Lombard, Illinois 60148 ("Waste Management"), and the County of DeKalb, Illinois (the "County").

Recitals

A. Waste Management and the County are parties to a Host Community Agreement dated February 26, 2009 pertaining to the expansion of the DeKalb County Landfill ("Agreement").

B. Waste Management and the County now desire to amend the Agreement in order to facilitate Waste Management beginning to accept waste from outside of DeKalb County at the DeKalb Landfill in calendar year 2014.

NOW, THEREFORE, in consideration of the covenants set forth in this Amendment, the County and Waste Management agree as follows:

1. Section 16.f (Minimum Payment) of the Agreement is hereby amended in its entirety to read as follows:

Effective on January 1, 2015, regardless of the amount of Solid Waste actually received at the Landfill, Waste Management will guarantee that the minimum Host Benefit Fee will be the Host Benefit Fee that would be payable for 375,000 tons per year of non-hazardous Solid Waste.

2. Section 19.b (Solid Waste Recycling Program) of the Agreement is hereby amended in its entirety to read as follows:

The County will utilize a portion of the Host Fee revenues provided for in this Agreement to continue and strengthen its established Solid Waste Education Program including, but is not limited to, school and public education and special recycling community collections and projects. Efforts will be made to expand its recycling efforts to include rural

recycling partnerships between the Solid Waste Program and willing local groups and/or communities within DeKalb County. The County will adopt an ordinance repealing the fees currently imposed under 415 ILCS 5/22.15 et seq. (solid waste tipping fee) and appropriate the initial annual amount of \$200,000 to the Solid Waste Program in support of those activities. This annual appropriation shall begin January 1, 2015 and shall be adjusted annually for inflation in proportion to the CPI adjustments provided for in Section 16a.

3. Section 19.c (Land and Water Conservation and Environmental Education Efforts) is hereby amended in its entirety to read as follows:

The County will continue and strengthen its land and water conservation and environmental education efforts by appropriating an initial annual amount of \$100,000 to the DeKalb County Forest Preserve District from Host Fee proceeds received under the terms of this Agreement. This annual appropriation shall begin January 1, 2015 and shall be adjusted annually for inflation in proportion to the CPI adjustments provided for in Section 16a.

4. No Other Changes. Except as modified above, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto on the day and year indicated below.

WASTE MANAGEMENT OF ILLINOIS, INC.

By: [Signature]
Its Vice President

ATTEST:
By: [Signature]
Assistant Secretary

DATE: 5/30/14

COUNTY OF DEKALB

By: [Signature]
Its County Board Chairman

By: [Signature]
Clerk of DeKalb County

DATE: 05/21/2014