

A RESOLUTION AUTHORIZING THE WILL COUNTY EXECUTIVE TO EXECUTE THE SECOND AMENDMENT TO THE HOST AGREEMENT BETWEEN THE COUNTY OF WILL AND WASTE MANAGEMENT OF ILLINOIS, INC.

WHEREAS, the County and Waste Management "Operator" are parties to a Host Agreement made and entered into on the 2nd day of June, 1997 the "Agreement"; and

WHEREAS, an Amendment to the Agreement was made and entered into on the 13th day of December, 2001; and

WHEREAS, the Agreement provided Waste Management of Illinois, Inc. with a license to develop and operate a landfill upon property the County acquired under the terms and conditions of Public Law 104-106 (110 Sta.594), and to construct various related facilities such as an Environmental Education Center, and provide Household Hazardous Waste services; and

WHEREAS, the County has determined that its needs can be accomplished with a more modest Environmental Education Center; and

WHEREAS, the Operator has agreed to pay to the County the construction savings it will realize if the Education Center is reduced in scope; and

WHEREAS, the County has determined that its residents can better be served if they are provided annually with an Electronics Collection Event instead of a third Household Hazardous Waste Collection Event; and

WHEREAS, the Operator has agreed to replace one Household Hazardous Waste Collection Event per year under the terms of the Agreement with one Electronics Collection Event; and

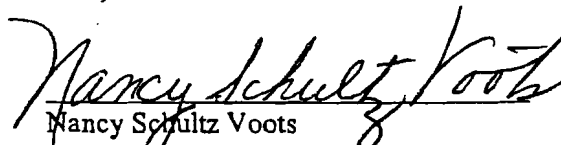
WHEREAS, the parties hereto desire to amend the Agreement per the attached amendment; and

WHEREAS, the Will County Executive Committee has reviewed and recommends approval of the attached Amendment Number Two to Host Agreement.

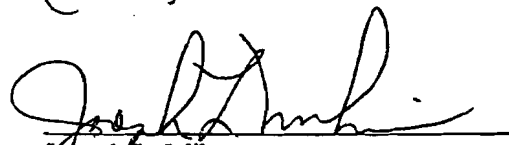
NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the County Executive to execute the Second Amendment to the Host Agreement Between the County of Will and Waste Management of Illinois, Inc.

Adopted by the Will County Board this 20th day of November, 2003.

Vote Yes 26 No 0 Pass 0 (SEAL)


Nancy Schultz Voots
Will County Clerk

Approved this 3rd day of December, 2003. (SEAL)


Joseph L. Mikan
Will County Executive

AMENDMENT NO. 2 TO HOST AGREEMENT

This Amendment No. 2 to Host Agreement ("Amendment No. 2") is made and entered into this 15th day of January, 2004, by and between the County of Will ("County") and Waste Management of Illinois, Inc. ("Operator").

Recitals

WHEREAS, the County and the Operator are parties to a Host Agreement made and entered into on the 2nd day of June 1997, and amended on the 13th day of December 2001 ("Agreement"); and

WHEREAS, the Agreement obligates the Operator to construct and maintain an Environmental Education Center; and

WHEREAS, the County has determined that its needs can be accomplished with a more modest Environmental Education Center; and

WHEREAS, the Operator has agreed to pay to the County the construction savings it will realize if the Environmental Education Center is reduced in scope; and

WHEREAS, the County has determined that its residents can better be served if they are provided annually with an Electronics Collection Event instead of a third Household Hazardous Waste Collection Event; and

WHEREAS, the Operator has agreed to replace one Household Hazardous Waste Collection Event per year under the terms of the Agreement with one Electronics Collection Event; and

WHEREAS, the parties hereto desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in reliance on the Recitals set forth above (which are incorporated herein by reference), the parties agree as follows:

1. Section 5.11 of the Agreement is hereby amended to read as follows:

5.11 Environmental Education Center. Operator shall construct and make available to the County, at Operator's sole expense, an Environmental Education Center with a minimum of 800 square feet of useable area with a minimum of 25 parking spaces. This Center will be available to the County to conduct educational programs and for other uses and the Operator shall maintain in good condition and repair and operate the

Environmental Education Center at its own expense for the term of operation of the Final Disposal Facility. In addition, the Operator shall develop and conduct environmental and resource management programs for the benefit of the public on an ongoing basis. Operator shall also, in conjunction with the County, develop and offer an educational curriculum to the public, including teaching materials, a neighborhood watch program accompanying its hauling service, and a comprehensive recycling education program. At the end of the term of Operation of the Final Disposal Facility, Operator shall convey all right and interest it may have or claim to have in such Center to the County.

2. Within thirty (30) days of the commencement of operations at the Landfill, the Operator shall pay to the County \$700,000, which amount represents the estimated cost savings to the Operator of constructing an Environmental Education Center consistent with Section 5.11 of the Agreement, as revised pursuant to this Amendment.

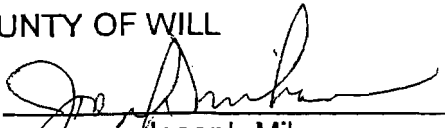
3 Section 5.12 of the Agreement is hereby amended to read as follows:

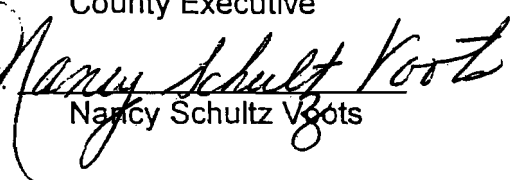
5.12 Household Hazardous Waste Collection Program. Commencing with the year of execution of this Agreement and continuing every year thereafter under this Agreement that waste is accepted at either the Interim Disposal Facility or the Final Disposal Facility, Operator shall implement, coordinate, conduct and fund at its own sole expense two Household Hazardous Waste Collection Events and one Electronics Collection Event for the residents of Will County. Such program shall, on a minimum, include more than one Household Hazardous Waste collection date and one Electronics Collection Event date for the residents of Will County at such a location or locations within Will County which are necessary to insure the safe and efficient collection of Household Hazardous Waste and Electronic Waste from residents of the County. Operator agrees that there shall be a minimum of three collection sites for these events. One site will be in the eastern portion of the County, one shall be in the northern portion of the County and one shall be on the Premises or at an alternative location. Such Household Hazardous Waste Collection Events and Electronics Collection Event shall be held in the spring and shall be coordinated with the Illinois Environmental Protection Agency and appropriate County officials, including the County Waste Services Division, and shall comply with any and all guidelines, directives, rules, regulations or policies of USEPA or IEPA then in effect

which pertain to such activities. In addition, the Operator shall provide the County with a report of the amount of Household Hazardous Waste and Electronics Waste diverted from the Will County Service Area solid waste stream, as well as the manner in which such Household Hazardous Wastes were ultimately disposed of. All expenses related to said events, including, but not limited to, marketing, collection, handling and disposal shall be borne by the Operator.

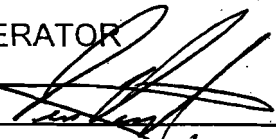
4. In all other respects, the parties acknowledge that the Agreement is in full force and effect. The parties have caused this Amendment No. 2 to be executed on the date referenced hereinabove.

COUNTY OF WILL

By: 
Joseph Mikan
Its: County Executive

ATTEST: 
Nancy Schultz Vots

OPERATOR

By: 
Its: Area Vice-President