



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

Authorizing a First Amendment to the Landfill Gas Purchase Agreement between the County of Will, Illinois, WM Renewable Energy, LLC and Waste Management of Illinois, Inc.

WHEREAS, Will County is the owner of the Will County Landfill (also known as the Prairie View Landfill/RDF) ("Landfill") located at 29755 South Prairie View Drive, Wilmington, Illinois; and

WHEREAS, Waste Management of Illinois, Inc., ("WMII") is the current operator of the Landfill pursuant to the terms of the "Host Agreement and Agreement for Operation/Development of the Will County Landfill (a/k/a Prairie View Landfill)" ("Original Host Agreement") entered into by the Parties on the 2nd day of June, 1997; and

WHEREAS, pursuant to the Original Host Agreement, Will County owns the Landfill Gas ("LFG") produced from the Landfill; and

WHEREAS, subsequent thereto, certain Amendments to the Original Host Agreement have been entered into between Will County and WMII to allow for the development and operation of a Renewable Energy Facility by WMRE; and

WHEREAS, in furtherance thereof, Will County, WM Renewable Energy, LLC ("WMRE") and WMII have previously entered into a certain Landfill Gas Purchase Agreement ("LFG Purchase Agreement") on the 26th day of March, 2010, which allowed for the development of a methane gas-to-electricity conversion renewable energy facility ("Existing RN Facility") by WMRE; and

WHEREAS, in light of various developments and circumstances that have since arisen, the Parties wish to amend certain provisions of the LFG Purchase Agreement; and

WHEREAS, WMRE currently owns and operates the Existing RN Facility, and, pursuant to the LFG Purchase Agreement, receives certain landfill gas collected from the Landfill for use as fuel for the Facility; and

WHEREAS, Will County is presently in the process of development of the Prairie View Landfill Gas Upgrading system ("New Upgrading System"), which will result in the construction of a new/upgraded renewable energy system ("New Upgrading System/New RNG Facility") in order to upgrade the quality of landfill gas to renewable natural gas ("RNG") suitable for injection into a natural gas pipeline, as well as eventually utilize all LFG generated from the Landfill for such purpose; and

WHEREAS, the Parties to this First Amendment find it to be in their mutual best interests to direct all gas generated and collected by the Landfill to the most beneficial and economically prudent mode and method of conversion to renewable energy in the manner

set forth herein; and

WHEREAS, the Executive Committee recommends approval of the First Amendment to the Landfill Gas Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board authorizes the Will County Executive to execute the First Amendment to the Landfill Gas Purchase Agreement between the County of Will, Illinois, WM Renewable Energy, LLC and Waste Management of Illinois, Inc., in the form substantially attached hereto.

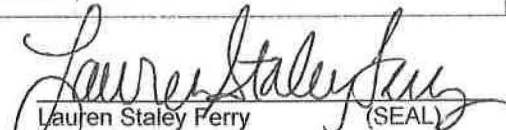
BE IT FURTHER RESOLVED, that said amendment is subject to the review and approval of the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.


Adopted by the Will County Board this 20th day of May, 2021.

AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis
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Result: Approved - [Unanimous]


 Lauren Staley Ferry (SEAL)
 Will County Clerk

Approved this 20 day of May, 2021.


 Jennifer Bertino-Tarrant
 Will County Executive

FIRST AMENDMENT TO
LANDFILL GAS PURCHASE AGREEMENT

This First Amendment ("First Amendment") to the Landfill Gas Purchase Agreement previously entered into by and between Will County, Illinois ("Will County"), WM Renewable Energy, LLC ("WMRE") and Waste Management of Illinois, Inc. ("WMII") is executed by the Parties on the date set forth below.

WITNESSETH:

WHEREAS, Will County is the owner of the Will County Landfill (also known as the Prairie View Landfill/RDF) ("Landfill") located at 29755 South Prairie View Drive, Wilmington, Illinois; and

WHEREAS, WMII is the current operator of the Landfill pursuant to the terms of that certain "Host Agreement and Agreement for Operation/Development of the Will County Landfill (a/k/a Prairie View Landfill)" ("Original Host Agreement") entered into by the Parties on the 2nd day of June, 1997; and

WHEREAS, pursuant to the Original Host Agreement, Will County owns the Landfill Gas ("LFG") produced from the Landfill; and

WHEREAS, subsequent thereto, certain Amendments to the Original Host Agreement have been entered into between Will County and WMII to allow for the development and operation of a Renewable Energy Facility by WMRE; and

WHEREAS, in furtherance thereof, Will County, WMRE and WMII have previously entered into a certain Landfill Gas Purchase Agreement ("LFG Purchase Agreement") on the 26th day of March, 2010, which allowed for the development of a methane gas-to-electricity conversion renewable energy facility ("Existing RN Facility") by WMRE; and

WHEREAS, in light of various developments and circumstances that have since arisen, the Parties wish to amend certain provisions of the LFG Purchase Agreement; and

WHEREAS, WMRE currently owns and operates the Existing RN Facility, and, pursuant to the LFG Purchase Agreement, receives certain landfill gas collected from the Landfill for use as fuel for the Facility; and

WHEREAS, Will County is presently in the process of development of the Prairie View Landfill Gas Upgrading system ("New Upgrading System"), which will result in the construction of a new/upgraded renewable energy system ("New Upgrading System/New RNG Facility") in order to upgrade the quality of landfill gas to renewable natural gas ("RNG") suitable for injection into a natural gas pipeline, as well as eventually utilize all LFG generated from the Landfill for such purpose; and

WHEREAS, the Parties to this First Amendment find it to be in their mutual best interests to direct all gas generated and collected by the Landfill to the most beneficial and economically prudent mode and method of conversion to renewable energy in the manner set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Will County, WMRE and WMII agree to amend the LFG Purchase Agreement as follows:

1. Term of Operation of Existing RN Facility – Article II and Article III are amended, in pertinent part, by addition of the following provisions:

a. WMRE will continue to operate the Existing RN Facility subject to the terms and conditions of the LFG Purchase Agreement until such time as the New Upgrading System/New RNG Facility commences start-up-mode. At that point in time, WMRE will cease operation of the Existing RN Facility and assign all right, title and interest in the Landfill gas under the LFG Purchase Agreement to Will County.

b. WMRE will not be entitled to receive any type, kind or sort of operating fee from Will County in consideration for its operation of the Existing RN Facility as described in a. above, and will not have any lease, option or right to purchase the New Upgrading System.

c. In furtherance of the Parties' mutual intent to cooperate in the development of the New Upgrading System/New RNG Facility, the Parties have agreed upon a location for that Facility, said location being delineated and identified in Exhibit "A" to this Amendment, which is incorporated herein by this reference.

2. It is the intention of WMRE and Will County to negotiate in good faith in an attempt to come to agreement on an Operating and Maintenance ("O&M") Agreement for the New Upgrading System/ New RNG Facility.

3. Decommissioning of the Existing RN Facility – Article VI of the LFG Purchase Agreement is amended, in pertinent part, as follows:

a. No later than one (1) year after the Existing RN Facility has ceased operation, WMRE will decommission the Existing RN Facility at its sole cost and expense. As part of such decommissioning exercise, WMRE will be entitled to keep (and subsequently convey and sell, at its sole option) any machinery and equipment contained in the Existing RN Facility Building. WMRE shall provide written notice to Will County within seven (7) business days of the date that decommissioning of the Building has been completed. If, after the decommissioning of the Existing RN Facility Building, Will County wishes to assume use and ownership of the same, it will provide written notice to WMRE of its desire to assume ownership within 30 days after decommissioning has been completed. In that event, WMRE will deliver and convey the Existing Building to Will County in "broom clean" condition within 30 days of receiving the County's notice to assume ownership. Conversely, if Will County has no interest in the Existing Building, WMRE will then promptly demolish and remove the same from the Landfill premises at its sole cost and expense, but in no event later than one (1) year after Will County has given written notice to WMRE that it has no interest in assuming ownership of the Building, provided, however, that during the interim period which transpires between the County giving such notice and the Building's subsequent demolition and removal,

WMRE shall adequately secure the Building and keep it from falling into a state of neglect and disrepair, and shall maintain adequate liability insurance coverage on the premises until it is removed. Upon completion of the obligations and events set forth in Paragraph 1 a above, the LFG Purchase Agreement shall terminate, provided that all payments due either party shall survive the termination thereof, and the Parties shall execute appropriate mutual releases, each releasing the other from any causes of action, demands, right of recourse, etc., that either may have or claim to have arising out of or pursuant to the LFG Purchase Agreement. Will County shall provide written notice of termination confirming the date that the LFG Purchase Agreement will be or has been terminated.

4. Continuation of Payments – Article VIII of the LFG Purchase Agreement is amended, in pertinent part, as follows:

a. WMRE will continue to make the current annual payments required to be paid to Will County pursuant to Sections E and H of Article VIII of the LFG Purchase Agreement (and Attachment G thereto) for two (2) years from the date of execution of a previous Letter of Intent (“LOI”) in January of 2021 between the Parties, or until such time as the New Upgrading System/New RNG Facility commences start-up mode, whichever comes first.

5. Ground Lease – Upon transfer of ownership to Will County or completed demolition and removal of the Existing RN Facility Building, whichever comes first, the Ground Lease dated March 26, 2010, shall be terminated.

6. No Other Changes – Except as specifically amended herein, all other terms and conditions of the March 26, 2010 LFG Purchase Agreement remain in full force and effect until its termination under paragraph 3a of this First Amendment.

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

WILL COUNTY, ILLINOIS

By: [Signature]
Its: County Executive Beth Ann - Tammar

WM RENEWABLE ENERGY, LLC

By: [Signature]
Its: SVP Vice President T

SUBSCRIBED and SWORN to before me this
8 day of ~~May~~ June, 2021.

[Signature]
Notary Public

SUBSCRIBED and SWORN to before me this
25th day of May, 2021.

[Signature]
Notary Public



WASTE MANAGEMENT OF ILLINOIS, INC.

By: _____
Its: Harry Lambertson
President

SUBSCRIBED and SWORN to before me this
day of May, 2021.

[Signature]
Notary Public

