



Executive Committee
Resolution #14-179
23.15

RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

AUTHORIZING THE WILL COUNTY EXECUTIVE TO EXECUTE HOST AGREEMENT BETWEEN THE COUNTY OF WILL AND WASTE MANAGEMENT OF ILLINOIS, INC. FOR LARAWAY EXPANSION II

WHEREAS, Waste Management owns and operates the Laraway Recycling and Disposal Facility ("Laraway") located on property commonly known as 21101 W. Laraway Road, Elwood, Illinois, 60421; and

WHEREAS, Olin Corporation has been the owner and operator of certain property adjacent to Laraway; and

WHEREAS, the County and WMI are parties to a Host Agreement for the initial expansion of Laraway, as part of the Laraway Recycling and Disposal Facility ("Laraway Expansion I") made as of the 1st day of January, 2006 ("Laraway Expansion I Host Agreement"); and

WHEREAS, WMI plans to file an application with the County for site location approval for a further expansion of Laraway ("Laraway Expansion II"); and

WHEREAS, Section 39.2 of the Illinois Environmental Protection Act expressly acknowledges a local government's power to negotiate and enter into a Host Agreement with an applicant for site location of a pollution control facility; and

WHEREAS, Waste Management desires to provide certain environmental enhancements and protections in connection with the Laraway Expansion II if Laraway Expansion II obtains all required governmental approvals and permits; and

WHEREAS, the County is desirous of obtaining such environmental enhancements and protections, as well as certain other benefits afforded to the County as provided in the Host Agreement attached hereto as Attachment No. 1 if Laraway Expansion II obtains all required governmental approvals and permits; and

WHEREAS, if the County grants siting approval for the Laraway Expansion II, the Illinois Environmental Protection Agency ("IEPA") issues permits necessary for the development and operation of Laraway Expansion II, and Laraway Expansion II is constructed and begins to receive waste, then WMI is willing to afford certain benefits, as set forth in the Host Agreement attached hereto as attachment No.1 on certain milestone dates, to the County; and

WHEREAS, the County Executive and the Executive Committee of the County Board recommend that the County Executive be authorized to negotiate and execute the Host Agreement, in substantially the form attached hereto as Attachment No. 1.

HOST AGREEMENT
FOR LARAWAY EXPANSION II

This Host Agreement is made this and day of September, 2014, by and between the County of Will ("County") and Waste Management of Illinois, Inc. ("WMI").

Recitals

WHEREAS, WMI owns and operates the Laraway Recycling and Disposal Facility ("Laraway") located on property commonly known as 21101 W. Laraway Road, Elwood, IL 60421, which is further depicted on Exhibit A hereto; and

WHEREAS, Olin Corporation has been the owner and operator of certain property adjacent to Laraway which is also depicted on Exhibit A hereto, which is incorporated herein by this reference (hereinafter referred to as the "Olin Property"); and

WHEREAS, the County and WMI are parties to a Host Agreement for the initial expansion of Laraway, as part of the Laraway Recycling and Disposal Facility ("Laraway Expansion I") made as of the 1st day of January, 2006 ("Laraway Expansion I Host Agreement"); and

WHEREAS, WMI plans to file an application with the County for site location approval for a further expansion of Laraway ("Laraway Expansion II"); and

WHEREAS, Section 39.2 of the Illinois Environmental Protection Act (the "Act") expressly acknowledges a local government's power to negotiate and enter into a Host Agreement with an applicant for site location of a pollution control facility; and

WHEREAS, WMI desires to provide certain environmental enhancements and protections in connection with the Laraway Expansion II if Laraway Expansion II obtains all required governmental approvals and permits; and

WHEREAS, the County is desirous of obtaining such environmental enhancements and protections, as well as certain other benefits afforded to the County as provided in this Host Agreement if Laraway Expansion II obtains all required governmental approvals and permits; and

WHEREAS, Laraway Expansion II as described herein is consistent with the County's Solid Waste Management Plan (as amended); and

WHEREAS, if the County grants siting approval for the Laraway Expansion II, the Illinois Environmental Protection Agency ("IEPA") issues permits necessary for the development and operation of Laraway Expansion II, and Laraway Expansion II is constructed and begins to receive waste, then WMI is willing to afford certain benefits, as set forth herein on certain milestone dates, to the County.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WMI and the County agree as follows:

1. "Act" shall mean the Environmental Protection Act, 415 ILCS 5/1 et seq.
2. "Authorized Waste" – shall mean those waste materials WMI may accept at the Laraway Recycling and Disposal Facility pursuant to Section 2.1 of this Host Agreement.
3. "IEPA" – shall mean the Illinois Environmental Protection Agency.
4. "IPCB" – shall mean the Illinois Pollution Control Board.
5. "Laraway" – shall mean the Laraway Recycling and Disposal Facility located at 21101 W. Laraway Road, which is further depicted in Exhibit A hereto.
6. "Laraway Expansion" – shall mean the expansion of Laraway as provided for in this Host Agreement, which shall include the Olin Property.
7. "Laraway Expansion II Footprint" – shall mean that area to be filled with Authorized Waste pursuant to the terms of this Host Agreement
8. "Olin Property" – shall mean the property depicted in Exhibit A to the west of the existing Laraway facility.

Agreements

ARTICLE 1
TERM

The term of this Agreement shall commence on the date of this Agreement and shall terminate after all closure and post closure care obligations imposed under applicable federal and state law for the Laraway Expansion II have been satisfied. The Agreement will also terminate in the event WMI notifies the County that it will no longer pursue Laraway Expansion II, provided, however, that WMI shall pay and satisfy all costs, expenses and other amounts incurred by the County related to the Laraway Expansion II which are incurred prior to termination of this Agreement.

ARTICLE 2
OPERATIONS

Section 2.1 Authorized Waste

The Laraway Expansion II shall not knowingly accept, treat and/or dispose of: (i) any waste which is defined as "hazardous" by the Act, rules or regulations of the IEPA or the IPCB; (ii) "municipal waste" as defined by the Act (except construction and demolition debris); (iii)

Attachment: Host Agreement - Laraway Ex. sion II 19June14 (14-179 : Laraway Expansion II)

liquid waste; or (iv) medical waste. WMI may accept all other waste materials for landfill disposal, including construction and demolition debris at the Laraway Expansion II ("Authorized Waste").

Section 2.2 Community Relations/Complaint Resolution

As of the date of commencement of development of the Laraway Expansion II, and for the balance of the operating life of the Laraway Expansion II, WMI shall assign and designate a telephone number and representative which shall be responsible for receipt of complaints which may arise from the public relative to the operation of the facility as outlined in this Agreement. All such complaints and inquiries received from the public shall be responded to and addressed promptly. WMI shall also keep a log of the date and time such complaint, inquiry or communication was received, the nature of the complaint, inquiry or communication, the name of the person initiating such contact, the date and time which response was made to such complaint, inquiry or communication, as well as the method in which any such complaint, inquiry or communication was addressed and/or resolved.

Section 2.3 Landfill Design and Operating Standards

The Laraway Expansion II shall be sited, designed, developed, constructed, operated, closed and maintained in post closure care so as to comply with all applicable provisions of the Act, rules and regulations of the IEPA, as well as the conditions and requirements of any permits issued by applicable governmental agencies and all other applicable federal and state statutes, laws, rules and regulations now in effect or enacted hereafter during the term of this Agreement.

Section 2.4 County Access and Inspection Rights

WMI shall provide the County and its agents with access to the Laraway Expansion II during its hours of operation for the purpose of inspecting the facility's compliance with this Agreement and all applicable laws, regulations, rules and permits, upon advance telephonic notice. In exigent or emergency circumstances, the County and its agents shall have immediate access to the Laraway Expansion II and all records pertaining to its operation. WMI shall designate a contact person who may be contacted if the County or its agents desire access pursuant to this provision. The County and its agents agree to abide by all safety-related rules and regulations pertaining to visitors at the facility.

ARTICLE 3 ENVIRONMENTAL ENHANCEMENT PROJECT

In order to protect against any releases or discharges to the environmental from the Olin Ponds, WMI will perform a remedial closure of the Olin Ponds as part of the development of Laraway Expansion II. All such remediation activities with respect to the Olin Ponds will be conducted in accordance with all applicable federal and state statutes, laws, rules and regulations, and further in accordance with plans and specifications approved by the IEPA.

ARTICLE 4
OTHER ENVIRONMENTAL PROTECTIONS

Section 4.1 Compliance with Laws

WMI shall, at all times in connection with the operation of the development and operation of Laraway Expansion II, strictly comply with all laws, ordinances, rules and regulations of any applicable Federal, State or local governmental agency or authority relating to the development, operation, closure, and post closure care of Laraway Expansion II.

Section 4.2 Indemnification/Reimbursement

WMI agrees to indemnify, hold harmless and defend the County of Will, its agents, servants, and employees, and each of them against and hold them harmless from and against any and all lawsuits, claims, demands, liabilities, losses and expenses (including court costs, litigation expenses and attorney's fees) for or on the account of any injury to the County or to any other person or any death at any time resulting from such injury, or any damage to property or the environment, or any other damage of any type, kind or sort (including damage to County) which may arise or which may have been alleged to have arisen out of or in connection with the development, construction, operation, closure and post closure activities of the Laraway Expansion II and WMI's actions in connection with the remediation of the Olin Ponds pursuant to Article 3 herein.

WMI agrees to reimburse the County for all reasonable and necessary costs incurred by those outside attorneys/professionals/consultants retained by the County to assist it in negotiation of this Host Agreement, as well as the conducting of any pre-filing review which may occur with respect to the proposed Laraway Expansion II. In the event the County incurs expenses which WMI does not agree to reimburse the County for, the County reserves and shall have the right to suspend and/or terminate the pre-filing review process. In addition, WMI shall (consistent with the Will County Siting Ordinance) agree to reimburse the County for any and all expenses incurred by the County relating to its consideration of any application for siting approval which may be subsequently filed by WMI in connection with Laraway Expansion II described herein, through final, non-appealable resolution of such request for site location approval.

Section 4.3 Claims

Promptly after the County discovers an injury, damages, or other event of non-compliance covered by the indemnification provision set forth in Section 4.2 above, or after receipt by the County hereto of notice of any claim, action, suit or proceeding by any Person who is not a party to this Agreement (collectively, an "Action") which is subject to indemnification hereunder, the County (the "Indemnified Party") shall give reasonable notice to WMI (the "Indemnifying Party"). At the sole expense and liability of the Indemnifying Party and within a reasonable time after the giving of such notice by the Indemnified Party, the Indemnifying Party shall: (i) notify the Indemnified Party in writing of the Indemnifying Party's intention to assume the defense of such action and (ii) retain at its sole expense legal counsel reasonably satisfactory

Attachment: Host Agreement - Laraway Expansion II (14-179 : Laraway Expansion II)

to the Indemnified Party to conduct the defense of such Action. The Indemnified Party shall cooperate with the Indemnifying Party in the defense, compromise or settlement of any such Action as the Indemnifying Party may reasonably request. If the Indemnifying Party so assumes the defense of any such Action, the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but the fees and expenses of such counsel shall be the expense of the Indemnified Party. The Indemnified Party shall not settle or compromise any such Action for which it is entitled to indemnification hereunder without the prior written consent of the Indemnifying Party, unless the Indemnifying Party shall have failed, after reasonable notice thereof, to undertake control of, manage, resolve and address such action in the manner provided for in this Agreement. The Indemnifying Party shall not settle or compromise any such Action in which any relief other than the payment of money damages is sought against the Indemnified Party unless the Indemnified Party consents in writing to such compromise or settlement.

Section 4.4 Insurance

WMI shall purchase and maintain such insurance as is necessary to fully protect WMI and the County from any and all claims which may rise out of or in any way result from WMI's operations, conduct or activities regarding the Laraway Expansion II, in the type and minimum amounts set forth in Exhibit B (which is attached hereto and incorporated herein by this reference). So as to ensure maintenance of adequate levels of future insurance coverage for the term of this Agreement, WMI shall adjust and increase such levels of insurance coverage outlined above as necessary during each five (5) year period included in this Agreement to account for increases in the CPI U US Price Index over the preceding five (5) years. WMI agrees that with respect to the above-required insurance, the County shall:

- (a) Be named as additional insured as its interest may appear;
- (b) Be provided with ninety (90) days advance notice, in writing, of any proposed policy change;
- (c) Be provided with Certificates of Insurance delivered by the Operator to the following offices prior to commencing construction activities regarding the Laraway Expansion II:

Will County Executive
 Will County Office Building
 302 North Chicago Street
 Joliet, Illinois 60432

Will County Director
 Waste Services Division
 Will County Land Use Development
 58 East Clinton Street, Suite 500
 Joliet, Illinois 60432

Section 4.5 Domestic Water Well Protection Plan

WMI shall implement the Domestic Water Well Protection Plan attached hereto as Exhibit C and incorporated herein by this reference for domestic water wells located within 1,000 feet of the area that will be filled with Authorized Waste ("Laraway Expansion Footprint").

Section 4.6 Residential Property Value Guarantee Program

WMI shall implement the Property Value Guarantee Program attached hereto as Exhibit D and incorporated herein by this reference for residences located on parcels within 1,000 feet of the Laraway Expansion II Footprint.

ARTICLE 5
HOST BENEFIT FEES

Section 5.1 Contaminated Soils. The Host Fee for all non-hazardous contaminated soils accepted at the Laraway Expansion II for bio-remediation or landfilling shall be computed in accordance with the following schedule:

<u>Annual Volume</u>	<u>Per Ton Host Fee</u>
0 - 500,000 Tons	\$1.00 (original Host Fee figure for this tonnage tier, as has been and will continue to be adjusted pursuant to Section 5.3 of the Laraway Expansion I Host Agreement and Section 5.3 of the Laraway Expansion II Host Agreement)
500,001 – 600,000 Tons	\$1.25 (original Host Fee figure for this tonnage tier, as has been and will continue to be adjusted pursuant to Section 5.3 of the Laraway Expansion I Host Agreement and Section 5.3 of the Laraway Expansion II Host Agreement)
600,001 – 700,000 Tons	\$1.50 (original Host Fee figure for this tonnage tier, as has been and will continue to be adjusted pursuant to Section 5.3 of the Laraway Expansion I Host Agreement and Section 5.3 of the Laraway Expansion II Host Agreement)

Attachment: Host Agreement - Laraway Expansion II 19 June 14 (14-179 : Laraway Expansion II)

700,001 – 800,000 Tons

\$2.25 (the revised per ton Host Fee figure effective on the date [if ever] which WMI receives final, non-appealable siting approval for the Laraway Expansion II, as will then be subsequently adjusted pursuant to Section 5.3 of this Laraway Expansion II Host Agreement.)

Over 800,001 Tons

\$2.75 (the revised per ton Host Fee figure effective on the date [if ever] which WMI receives final, non-appealable siting approval for the Laraway Expansion II, as will then be subsequently adjusted pursuant to Section 5.3 of this Laraway Expansion II Host Agreement.)

Section 5.2 Other Authorized Waste

WMI shall pay a Host Fee to the County for all other Authorized Waste accepted for landfilling equal to the then-applicable Host Fee payable to the County at the County's Prairie View Recycling & Disposal Facility ("Prairie View"). Upon the closure of Prairie View, the Host Fee for all other Authorized Waste accepted at the Laraway Expansion II shall be subject to annual adjustments going forward pursuant to Section 5.3 below.

Section 5.3 Annual Adjustments

The Host Fees for contaminated soils accepted at Laraway Expansion II shall be adjusted annually by the percentage of increase during the previous year in the Revised Consumer Price Index for All Urban Communities published from time to time by the United States Department of Labor Statistics ("CPI"), provided that in no event shall the applicable increase be more than four percent (4%) in any one year all as now provided for in Section 5.3 of the Laraway Expansion I Host Agreement dated January 1, 2006 (as amended). The first Adjustment or Host Fees for contaminated soil shall be November 19th (i.e., the anniversary date of commencement of operations at Laraway) in the year after (if ever) WMI receives final, non-appealable siting approval for the Laraway Expansion II. The first adjustment for Host Fees for all other Authorized Waste shall be one year after the applicable per ton Host Fee for the last year of acceptance of such waste at Prairie View. If the Revised Consumer Price Index shall cease to be

Attachment: Host Agreement - Laraway Expansion II 19june14 (14-179 : Laraway Expansion II)

published, the County and WMI shall designate a comparable index which shall then be used for determining the annual rate of adjustment.

Section 5.4 Host Fee Supplement

In the event the County does not impose the maximum permanent waste disposal surcharge/fee authorized by Section 5/22.15(j) of the Act (or its successor) (the "Statutory Surcharge") on waste materials disposed of at the Laraway Expansion II that are subject to the Statutory Surcharge, WMI agrees to pay a per ton host fee supplement to the County equal to the maximum Statutory Surcharge the County is authorized to impose under the Act, less the amount of Statutory Surcharge the County actually imposes. For example, as of the date hereof, the County is authorized to impose a Statutory Surcharge of \$1.27 per ton on the disposal of certain waste materials (excluding pollution control waste), as defined by the Act, and waste from certain recycling, reclamation and re-use processes. In the event the County imposes a Statutory Surcharge of only \$1.00 per ton, WMI will pay an additional host fee of \$0.27 per ton on the disposal of waste materials that are subject to the Statutory Surcharge. In no event will WMI be required to pay a duplicate Statutory Surcharge and a duplicate host fee supplement on the same waste materials.

Section 5.5 Records

WMI shall keep complete and accurate books and records relating to the determination of the Host Fee payable to the County, in an auditable form. WMI shall permit the County's designated representatives access to such books and records for inspection and photocopying, during Laraway's normal business hours. The County shall maintain as confidential the information contained in such books and records, but shall be permitted to disclose such information to employees and consultants which the County, in its sole discretion, deems appropriate in order to monitor compliance with this Agreement. In the event that such inspection reveals any underpayment(s) of the Host Fee, WMI shall promptly pay to the County the amount(s) of such underpayment(s), together with interest at 1.5% per month from the time any such Host Fee was due and owing to the County, and reimburse the County for its costs and expenses of such inspection and, if necessary, collection, including any professional and technical fees in connection therewith. In the event that such inspection reveals any overpayment(s) of the Host Fee, WMI may credit the amount of such overpayment(s) against the payments of Host Fee in subsequent quarters.

Section 5.6 Quarterly Payments

The Host Fee shall be paid on a quarterly basis. The quarterly payments shall be calculated on a calendar year basis; that is, they shall be calculated for the three month periods ending on the last day of March, June, September and December of each year during the term of this Agreement and any extension thereof. The payment shall be made not later than 30 days after the last day of each quarter.

Attachment: Host Agreement - Laraway Expansion II 19 June 14 (14-179 : Laraway Expansion II)

Section 5.7 Annual Payments to the County During First Five Years of Operation

WMI agrees to pay to the County annual payments of \$100,000 for five years to be used at the County's discretion, with the first payment to be made within thirty (30) days of WMI receiving (if ever) final, non-appealable site location approval for Laraway Expansion II, with the next four payments to be made on or before the anniversary date of such first payment.

Section 5.8 Annual Payments to Community Organizations During the First Five Years of Operation

WMI agrees to pay to Will County, for the benefit of community organizations selected by County Board Representatives for the District in which the Laraway Expansion II is located, subject to the approval of the Will County Board, annual payments aggregating \$50,000 each year for five years, with the first payment to be made within thirty (30) days of WMI receiving (if ever) final, non-appealable site location approval for Laraway Expansion II, with the next four payments to be made on or before the anniversary date of such first payment.

Section 5.9 Other Payments to the County

WMI agrees to pay to the County Five Hundred Thousand and No/10 Dollars (\$500,000) within thirty (30) days of receiving (if ever) final, non-appealable site location approval for Laraway Expansion II. WMI further agrees to also pay One Hundred Sixty-six Thousand Six Hundred Sixty-seven and No/100 Dollars (\$166,667.00) within thirty (30) days in any calendar year: 1) after which it receives final, non-appealable site location approval for Laraway Expansion II, and 2) during which WMI receives at Laraway over 800,000 tons of contaminated soil until such time as an additional Five Hundred Thousand and No/100 Dollars (\$500,000) has been paid to the County. By way of example and illustration, in the event WMI receives final, non-appealable site location approval for the Laraway Expansion II in 2015, and in the further event that WMI receives at Laraway in 2015 over 800,000 tons of contaminated soils for disposal and/or permanent disposition, WMI would pay (within thirty (30) days after attainment of both such events) One Hundred Sixty-six Thousand Six Hundred and Sixty-seven and No/100 Dollars (\$166,667.00) to the County. Going further under this example, if WMI would then subsequently receive over 800,000 tons of contaminated soils at Laraway in 2016 and 2017, it would pay an additional One Hundred Sixty-six Thousand Six Hundred and Sixty-seven and No/100 Dollars \$166,667.00 in each of those subsequent years.

ARTICLE 6
DEFAULTS AND REMEDIES

Section 6.1 Defaults

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by WMI:

Attachment: Host Agreement - Laraway Expansion II 19June14 (14-179 : Laraway Expansion II)

- (i) The failure of WMI to make payment of any Host Fee payment required to be made by WMI under this Agreement after ten (10) days written notice thereof;
- (ii) The failure of WMI to properly maintain insurance required pursuant to the terms and conditions of this Agreement;
- (iii) The failure of WMI to correct or remedy promptly and in the proper and required manner any actual violation by WMI of any law, statute, rule, regulation, permit or ordinance relating to the development, operation, closure/post closure care of the Laraway Expansion II. For purposes of this Agreement, WMI shall be deemed to have acted promptly if it corrects or commences correction of the violation in question within the time allowed by law, or within the time otherwise allowed by a court, tribunal or a governmental agency of competent jurisdiction.
- (iv) The failure of WMI to observe or perform any of the other covenants, terms, conditions or provisions of this Agreement to be observed or performed by WMI, where such failure shall continue for a period of thirty (30) days after written notice thereof from County to WMI; provided, however, that if the nature of WMI's default is such that more than thirty (30) days are reasonably required for its cure, and the County agrees in writing that this is the case, and such acknowledgment in writing shall not be unreasonably withheld, then WMI shall not be deemed to be in default if WMI commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- (v) The making by WMI of any general assignment, or general arrangement for the benefit of creditors; the filing by or against WMI of a petition to have WMI adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against WMI, the same is dismissed within sixty (60) days of filing); the appointment of a trustee or receiver to take possession of substantially all of WMI's assets located at, or serving, the Premises or of WMI's interest in this Agreement (where possession is not restored to WMI within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of WMI's assets located at Laraway Expansion II or of WMI's interest in this Agreement (where such seizure is not discharged within thirty (30) days).

Section 6.2 Remedies

In the event of any default or breach by WMI hereunder, County may, in its sole discretion at any time thereafter, by written notice and without limiting County in the exercise of any right or remedy which County may otherwise have by reason of such default or breach, either pursuant to the terms of this Agreement, and/or otherwise by operation of law, elect to terminate this Agreement, in which event County may recover from WMI all damages it has or may incur through the date of such termination by reason and as a consequence of WMI's default, including but not limited to, attorney's fees, court costs and litigation expenses. In addition, in the event of a default by WMI under the terms of this Agreement or a breach of any

Attachment: Host Agreement - Laraway Exp...sion II 19June14 (14-179 : Laraway Expansion II)

provision of this Agreement by WMI, and in the further event that the County brings legal proceedings to enforce and protect its rights and remedies under this Agreement, WMI shall pay all reasonable attorney fees, court costs and expenses of litigation incurred by the County should it prevail.

ARTICLE 7
MISCELLANEOUS

Section 7.1 Guarantee of Performance

The Operator is a Delaware Corporation comprised of Waste Management of Illinois, Inc., which is qualified to do business in Illinois. Operator shall cause its parent corporation (Waste Management, Inc., to execute a Guarantee in the form attached to this Agreement as Exhibit E, (a true and accurate copy of which is attached hereto and incorporated herein by this reference), fully and completely guaranteeing all the obligations of Operator under the terms and conditions of this Agreement and under all applicable federal, state and/or local laws, statutes, rules, regulations and/or ordinances.

Section 7.2 Assignment

WMI shall not assign its rights or obligations under this Agreement to any other party without the consent of the County, which consent shall not be unreasonably withheld.

Section 7.3 Notice

Any notice to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated when delivered or as two (2) business days from the date of mailing, whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the other in accordance with this Section 8.2:

To the County:

Will County Executive
302 North Chicago Street
Joliet, IL 60431

and

State's Attorney of Will County
121 North Chicago Street
Joliet, IL 60432

Attachment: Host Agreement - Laraway Expansion II 19june14 (14-179 : Laraway Expansion II)

To the Company:

Laraway Recycling & Disposal Facility
21101 W. Laraway Road
Elwood, IL 60421

and

WMI Midwest Group
720 E. Butterfield Road
Lombard, Illinois 60148
ATTN: Area General Counsel

Section 7.4 Agreement Controls

This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof.

Section 7.5 Captions

Captions of the Articles, Sections and paragraphs of this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 7.6 Governing Law and Forum for Litigation

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any litigation filed by the Company or County against the other party and involving this Agreement shall be filed in a court of competent jurisdiction in Will County, Illinois.

Section 7.7 Severability

The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof.

Section 7.8 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and permitted assigns. The Agreement shall continue in full force and effect even if Laraway Expansion II is annexed into a municipality.

Section 7.9 Force Majeure

Neither party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, acts or orders of any governmental entity, riots, or other causes which are beyond the control of such non-performing party.

Section 7.10 No Third-Party Beneficiaries

Except as provided in this Agreement, nothing is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor shall any provision give any third persons any right or rights of action against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

COUNTY OF WILL

By: Laurence M Walsh
Its: County Executive

WASTE MANAGEMENT OF ILLINOIS, INC.

By: [Signature]
Its: Vice President

Attachment: Host Agreement - Laraway Expansion II 19 June 14 (14-179 : Laraway Expansion II)