



Executive Committee  
Resolution #14-177  
23.13

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

**AUTHORIZING THE WILL COUNTY EXECUTIVE TO EXECUTE AMENDMENT TO  
PRAIRIE VIEW HOST AGREEMENT BETWEEN THE COUNTY OF WILL AND WASTE  
MANAGEMENT OF ILLINOIS, INC.**

**WHEREAS**, Waste Management of Illinois ("WMI") and Will County, Illinois (the "County") have previously negotiated a "Host Agreement and Agreement for Operation/Development of the Will County Landfill" (presently known as the Prairie View RDF), dated the 2<sup>nd</sup> day of June, 1997 ("Original Host Agreement"); and

**WHEREAS**, the parties wish to clarify and amend certain provisions of the Original June 2, 1997 Host Agreement; and

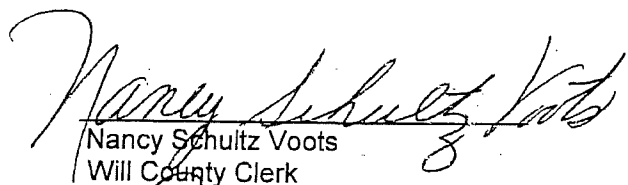
**WHEREAS**, the County and WMI agree that the amendment of the Original June 2, 1997 Host Agreement attached hereto as Attachment No. 1 provides further clarity and more precise definition of the terms and conditions of the Original Host Agreement as a whole.

**NOW, THEREFORE, BE IT RESOLVED**, that the Will County Board hereby authorizes the County Executive to execute the Amendment to the Original Host Agreement between the County of Will and Waste Management of Illinois, Inc. in substantially the form attached hereto as Attachment No. 1, subject to final review and approval by the Will County State's Attorney's Office.

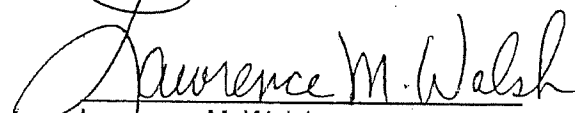
**BE IT FURTHER RESOLVED**, that the Preamble of this Resolution is hereby adopted as if fully set forth herein.

Adopted by the Will County Board this 19<sup>th</sup> day of June, 2014.

Vote: Yes 25 No 0 Pass \_\_\_\_\_ (SEAL)

  
Nancy Schultz Voots  
Will County Clerk

Approved this 24<sup>th</sup> day of June, 2014.

  
Lawrence M. Walsh  
Will County Executive

FOURTH AMENDMENT

TO

HOST AGREEMENT

This Fourth Amendment ("Fourth Amendment") to the Prairie View Original Host Agreement is made on this 2nd day of September, 2014, by and between Waste Management of Illinois, Inc. ("WMI"), and Will County, Illinois (the "County").

WITNESSETH:

WHEREAS, WMI and the County have previously negotiated a "Host Agreement and Agreement for Operation/Development of the Will County Landfill" (presently known as the Prairie View RDF), dated the 2<sup>nd</sup> day of June, 1997, which has been previously amended from time to time, ("Host Agreement"); and

WHEREAS, in light of various developments and circumstances that have arisen, the parties wish to clarify and amend certain provisions of the Host Agreement; and

WHEREAS, both parties agree that amendment of the Host Agreement as set forth herein provides further clarity and more precise definition of the terms and conditions of the original Host Agreement as a whole.

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

1. Confirmation of License Term. Section 2.1 of the Host Agreement shall be amended by addition of the following provision: "The parties recognize, confirm and acknowledge that the term of license issued to WMI pursuant to the Host Agreement is intended to and will continue through any extension of the current twenty-three (23) year active life of the

Attachment: First Amendment to Prairie View RDF 19June14 (14-177 : Amendment to Prairie View Host Agreement)

Prairie View RDF now set forth in Section 2.2 of the original Host Agreement as may be allowed in the future by applicable/controlling law."

2. Hours of Operation. Section 4.5 of the original Host Agreement shall be amended to read as follows: "The Operator and the County intend that (subject to Holidays), the Final Disposal Facility may be open for the receipt of waste Monday through Friday from the hours of 6:00 a.m. to 6:00 p.m., and may also be open for the receipt of waste one-half (1/2) day on Saturday from 6:00 a.m. to 12:00 p.m."

3. Recycling Efforts. Section 1.2 of the original Host Agreement shall be deleted in its entirety, and, as of the date of execution of this First Amendment, shall read as follows: "Operator will make an annual payment to the County of Fifty Thousand and No/100 Dollars (\$50,000.00) per year for the active life of the Prairie View RDF, with the first payment being made on or before January 19, 2015 (and, again, continuing thereafter each year for the balance of the active life of the Facility), which funds will be distributed by the County annually to not-for-profit organizations selected by the County Board or a Committee of the County Board."

4. No Other Changes. Except as specifically amended herein, all other terms and conditions of the original Host Agreement remain in full force and effect.

IN WITNESS WHEREOF, WMI and the County have caused this Fourth Amendment to be executed by their duly authorized representatives on the day and year written herein.

WILL COUNTY, ILLINOIS

WASTE MANAGEMENT OF ILLINOIS, INC.

By: *Lawrence M. Walsh*  
Its: County Executive

By: *[Signature]*  
Its: AREA VICE PRESIDENT

Attachment: First Amendment to Prairie View RDF 19j. 14 (14-177 : Amendment to Prairie View Host Agreement)