



**Executive Committee  
Resolution #10-29**

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

**AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE THIRD AMENDMENT TO THE HOST AGREEMENT AND AGREEMENT FOR OPERATION/DEVELOPMENT OF THE WILL COUNTY LANDFILL (a.k.a. PRAIRIE VIEW LANDFILL), AND ATTACHED LANDFILL GAS PURCHASE AGREEMENT BETWEEN THE COUNTY OF WILL AND WASTE MANAGEMENT RENEWABLE ENERGY, L.L.C. AND WASTE MANAGEMENT OF ILLINOIS, INC.**

**WHEREAS**, Will County is the owner of the Will County Landfill, also known as the Prairie View Landfill, located at 29755 S. Prairie View Drive, Wilmington, Illinois; and

**WHEREAS**, Waste Management of Illinois, Inc., (hereinafter known as Operator) will construct, operate and maintain the Landfill Gas Management System (hereinafter defined) including all costs associated therewith in accordance with the "Host Agreement and Agreement for Operation/Development of the Will County Landfill (a.k.a. Prairie View Landfill)", entered into on the 2<sup>nd</sup> day of June 1997; and

**WHEREAS**, an Amendment to the Host Agreement was made and entered into on the 13<sup>th</sup> day of December, 2001; and

**WHEREAS**, a Second Amendment to the Host Agreement was made and entered into on December 3, 2003; and

**WHEREAS**, Resolution #09-299 authorized the County Executive to renegotiate the Will County Host Agreement with Waste Management to Accomplish a Renewable Energy Plant and Leachate Recirculation at Prairie View; and

**WHEREAS**, the Landfill (hereinafter defined) generates Landfill Gas (hereinafter defined), produced from the decomposition of refuse within the Landfill and consisting primarily of methane and carbon dioxide; and

**WHEREAS**, Will County owns the Landfill Gas produced from the Landfill; and

**WHEREAS**, Waste Management Renewable Energy, LLC (Developer hereinafter identified) is an affiliate of Operator that is agreeing to cooperate with Operator in fulfilling its obligations pursuant to the Host Agreement; and

**WHEREAS**, Section 1.1 of the Host Agreement provides that, if Will County does not desire to develop a methane gas to electricity conversion plant fueled by methane gas extracted from the Landfill ("LFG") and Developer desires to develop said plant, then Will County and Developer shall enter into good faith negotiations with respect to the specifications and a revenue sharing agreement for such plant; and

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**WHEREAS**, Will County does not desire to develop a methane gas to electricity conversion plant fueled by Landfill Gas and further agrees that Operator may act through its affiliated company, Developer, to develop the energy facility; and

**WHEREAS**, Operator wishes to construct a Renewable Energy Facility in cooperation with its affiliated company, Developer, and to purchase from Will County the Landfill Gas collected from the Landfill by Operator for use as fuel in such facility, and Developer further wishes to occupy and improve the Site as more fully described in accordance with the terms and conditions hereof and of that separate Lease which is attached hereto; and

**WHEREAS**, the Developer and Operator agree to all of the terms in the attached Landfill Gas Purchase Agreement for Renewable Energy Facility at the Prairie View Landfill; and

**WHEREAS**, the attached Landfill Gas Purchase Agreement will be considered part of the Host Agreement and Agreement for Operation/Development of the Will County Landfill (a.k.a. Prairie View Landfill); and

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

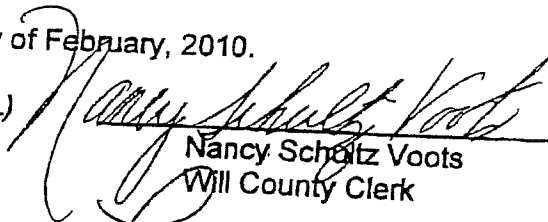
**WHEREAS**, the Will County Board has reviewed and recommends approval of the "Third Amendment to the Host Agreement and Agreement for Operation/Development of the Will County Landfill (a.k.a. Prairie View Recycling and Disposal Facility)", and a Landfill Gas Purchase Agreement Between the County of Will and Waste Management Renewable Energy, L.L.C. and Waste Management of Illinois, Inc.

**NOW, THEREFORE, BE IT RESOLVED**, that the Will County Board hereby authorizes the County Executive to execute the attached Third Amendment to the Host Agreement and Agreement for Operation/Development of the Will County Landfill (a.k.a. Prairie View Recycling and Disposal Facility)", and a Landfill Gas Purchase Agreement Between the County of Will and Waste Management Renewable Energy, L.L.C. and Waste Management of Illinois, Inc.

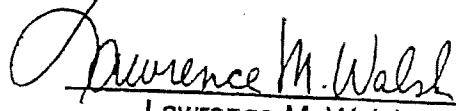
**BE IT FURTHER RESOLVED** that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18<sup>th</sup> day of February, 2010.

Vote: Yes 22 No 1 Pass \_\_\_\_\_ (SEAL)

  
Nancy Scholtz Voots  
Will County Clerk

Approved this 26 day of February, 2010.

  
Lawrence M. Walsh  
Will County Executive

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**THIRD AMENDMENT TO THE HOST AGREEMENT AND  
AGREEMENT FOR OPERATION/DEVELOPMENT OF THE WILL COUNTY LANDFILL  
(a.k.a. PRAIRIE VIEW LANDFILL)**

**Recitals**

**WHEREAS**, Waste Management of Illinois, Inc., (hereinafter known as Operator) has constructed, and operates and maintains the Landfill Gas Management System (hereinafter defined) including all costs associated therewith in accordance with the "Host Agreement and Agreement for Operation/Development of the Will County Landfill (a.k.a. Prairie View Landfill), entered into on the 2<sup>nd</sup> day of June 1997; and

**WHEREAS**, an Amendment to the Host Agreement was made and entered into on the 13<sup>th</sup> day of December, 2001; and

**WHEREAS**, a Second Amendment to the Host Agreement was made and entered into on December 3, 2003; and

**WHEREAS**, Resolution #09-299 authorized the County Executive to renegotiate the Will County Host Agreement with Waste Management to Accomplish a Renewable Energy Plant and Leachate Recirculation at Prairie View;

**WHEREAS**, the Landfill (hereinafter defined) generates Landfill Gas (hereinafter defined), produced from the decomposition of refuse within the Landfill and consisting primarily of methane and carbon dioxide; and

**WHEREAS**, Will County owns the Landfill Gas produced from the Landfill; and

**WHEREAS**, Waste Management Renewable Energy, LLC (Developer hereinafter identified) is an affiliate of Operator that is agreeing to cooperate with Operator in fulfilling its obligations pursuant to the Host Agreement; and

**WHEREAS**, Section 1.1 of the Host Agreement provides that, if Will County does not desire to develop a methane gas to electricity conversion plant fueled by methane gas extracted from the Landfill ("LFG") and Developer desires to develop said plant, then Will County and Developer shall enter into good faith negotiations with respect to the specifications and a revenue sharing agreement for such plant; and

**WHEREAS**, Will County does not desire to develop a methane gas to electricity conversion plant fueled by Landfill Gas and further agrees that Operator may act through its affiliated company, Developer, to develop the energy facility; and

**WHEREAS**, Operator wishes to construct a Renewable Energy Facility in cooperation with its affiliated company, Developer, and to purchase from Will County the Landfill Gas collected from the Landfill by Operator for use as fuel in such facility, and Developer further wishes to occupy and improve the Site as more fully described in accordance with the terms and conditions hereof and of that separate Lease which is attached hereto; and

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**WHEREAS**, the Developer and Operator agree to all of the terms in the attached Landfill Gas Purchase Agreement for Renewable Energy Facility at the Prairie View Landfill; and

**WHEREAS**, the attached Landfill Gas Purchase Agreement will be considered part of the Host Agreement and Agreement for Operation/Development of the Will County Landfill (a.k.a. Prairie View Landfill),

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

**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 1.1 is hereby amended to include the attached Landfill Gas Purchase Agreement
2. In all other respects, the parties acknowledge that the Agreement is in full force and effect. The parties have caused this Third Amendment to be executed on the date referenced hereinabove.

COUNTY OF WILL

By: Lawrence M. Walsh

Its:

ATTEST: Nancy Schultz Kost

OPERATOR

By: [Signature]

Its: VP