

04/23/2015

**FIRST AMENDMENT TO RESIDENTIAL
SOLID WASTE SERVICE AGREEMENT**

This First Amendment To Residential Solid Waste Service Agreement ("First Amendment") is made and entered into as of the 1st day of **April, 2015** by and between STAR ATLANTIC WASTE HOLDINGS II, L.P., its officers, directors, and successors (the "Contractor") and the Village of Wilmette (the "Municipality" or "Village").

WHEREAS the Village and VEOLIA ES SOLID WASTE MIDWEST, LLC ("Veolia") entered into a RESIDENTIAL SOLID WASTE SERVICES AGREEMENT pursuant to Village Board Resolution 2009-R-34 on November 1, 2009 (the "Contract");

WHEREAS, in January, 2013, Veolia assigned the entire Contract to Contractor and the Village consented to said assignment pursuant to Village Board Resolution 2013-R-4;

WHEREAS, the Contract remains in full force and effect and under the original term shall remain in effect until March 31, 2017, unless such term is amended by the parties;

WHEREAS, Contractor has proposed certain reductions in cost to the Village, inclusion of seasonal yard waste and annual leaf removal in the basic pricing and other changes to the Contract in exchange for an extension of the initial Term of the Contract to December 31, 2020; and

WHEREAS, the Village desires to amend the Contract on such terms; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties enter into this First Amendment.

1. All terms of the Contract not expressly amended in this First Amendment shall remain in full force and effect. The term "Contract" shall mean the original Contract as amended by this First Amendment.

2. Appendix 5. There shall be no increase in rates during 2015. Appendix 5 of the Contract is amended in its entirety so that it shall read as the attached Amended Appendix 5. The pricing on Amended Appendix 5 shall be effective January 1, 2016 and reflects a 2% decrease in the monthly collection rates from the rates in effect prior to January 1, 2016.

3. Section II.A. Initial Contract Period. Section II.A is amended in its entirety so that Section II.A shall read as follows

A. Initial Contract Period.

The Contract shall commence on December 1, 2009 and shall remain in full force and effect until 11 :59 PM Central Time on December 31, 2020, unless earlier terminated as provided herein. This period shall be referred to alternatively as the "Term", the

“Original Term” or the “Original Period”

4. Section III.B. Adjustments to Contract Amount. Section III.B is amended in its entirety so that Section III.B shall read as follows:

B. Adjustments to Contract Amount.

Notwithstanding any provision in the Contract prior to this First Amendment, there shall be no increase in collection rates for the period beginning on April 1, 2015 to December 31, 2017. On January 1, 2018 and every January 1 thereafter, the collection rates set forth on Appendix 5 shall be increased by the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the 12 months ended in the month of July of the calendar year preceding January 1, up to a maximum of 2.5%.

Compensation to the Contractor shall be adjusted quarterly on the basis of increase or decrease in the number of dwelling units in the Village during the preceding quarter. This computation of changes in the number of units shall be made and reported in writing to the Village for its review and approval within 30 days following the close of each quarter. Any changes in compensation shall be effective as of the first day of the next quarter. The Parties intend that the Village shall not compensate the Contractor for additional dwelling units until the beginning of a new quarterly adjustment date; nor will the amount of monthly compensation be reduced for dwellings demolished until the beginning of a new quarterly adjustment rate.

5. Section VI.D. Storage and Disposal of Yard Waste. Section VI.D is amended in its entirety so that Section VI.D. shall read as follows:

D. Storage and Disposal of Yard Waste

Effective January 1, 2016, the Contractor is responsible for the lawful disposal of all Yard Waste. The Village shall not be responsible for any tipping fees associated with the disposal of yard waste.

6. Section VII.H. Charges for Leaf Collection. Section VII.H is amended in its entirety so that Section VII.H. shall read as follows:

H. Charges for Leaf Collection. Effective January 1, 2016, the Leaf Collection services outlined in this Article VII shall be provided by the Contractor as additional consideration for this Contract. There shall be no additional charge to the Village for Leaf Collection Services.

7. Section XXIII.B. Letter of Credit. Section XXIII.B is amended in its entirety so that Section XXIII.B. shall read as follows:

B. Performance Bond.

At the time of execution of the First Amendment, Contractor, at its sole cost and expense, shall furnish to the Village a Performance Bond ("Performance Bond") in such form as is satisfactory to the Village's Corporation Counsel which guarantees performance under this Contract in the amount of \$500,000. The surety shall be a company qualified and registered to conduct business in the State of Illinois which holds and maintains a financial strength rating of A- or higher from A.M. Best Company, Inc. The Performance Bond shall be in lieu of the Letter of Credit previously required under the Contract.

8. Cessation of SWANCC. In the event the Solid Waste Agency of Northern Cook County (SWANCC) is dissolved, the village ceases being a member, or SWANCC ceases operating its Glenview transfer station, the parties agree to reopen Article III to negotiate reduced rates and an amendment to Appendix 5. In the event the Parties are unable to come to an agreement within 45 days of commencing such negotiations, the Village may terminate the Contract upon one hundred twenty days' notice to the Contractor.

IN WITNESS WHEREOF, the Parties caused this First Amendment to be signed in duplicate by their respective authorized signatories.

STAR ATLANTIC WASTE HOLDINGS II, L.P.

VILLAGE OF WILMETTE, ILLINOIS

By _____
Its President

By _____
Village President

Attest

Date

Village Clerk

Date