

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

This Second Amendment to Residential Solid Waste Services Agreement ("Second Amendment") is made and entered into as of the 1st day of **October, 2018** by and between STAR ATLANTIC WASTE HOLDINGS II, L.P., its officers, directors, and successors ("Contractor") and the Village of Wilmette ("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 ("Contract")(attached as Exhibit A to this Second Amendment); and

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; and

WHEREAS, the Contractor and the Village entered into a First Amendment to Residential Solid Waste Service Agreement on May 1 2015 ("First Amendment") that amended certain provisions of the Contract (attached as Exhibit B to this Second Amendment); and

WHEREAS, the Contractor has offered to provide certain assurances as to rate freezes, as well as, additional services without extra costs to the Village for an extension of Contract term; and

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

WHEREAS, the Contract and the First Amendment remain in full force and effect and shall remain in effect until December 31, 2023, unless such term is amended by the parties; and

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

1. The recitals set forth above are hereby incorporated by reference as if set forth fully in this Second Amendment.

2. All terms of the Contract and the First Amendment not expressly amended in this Second Amendment shall remain in full force and effect. The term "Contract" shall mean the original Contract, the First Amendment, and as amended by this Second Amendment. Unless otherwise stated below, the provisions of this Second Amendment shall take effect upon the execution of this Second Amendment.

3. Appendix 5. There shall be no increase in rates during 2019 and 2020. On January 1, 2021, the rate shall increase by no more than 2.5% of the current rate. There shall be no increase in rates during 2022 and 2023. 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, 2019.

4. 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, 2023, unless earlier terminated as provided herein. This period shall be referred to alternatively as the “Term”, the “Original Term” or the “Original Period”

5. 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 Second Amendment, there shall be no increase in collection rates for the period beginning on January 1, 2019 to December 31, 2020. There shall be an increase of no more than 2.5% on January 1, 2021. There shall be no more rate increases after January 1, 2021 to the end of the Term.

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.

6. Section IV.C.2 Yard-Waste. Section IV.C.2 is amended in its entirety so that Section IV.C.2 shall read as follows:

2. Customers shall lease any 96 gallon totes from Contractor directly. The Village shall have no responsibility for either the billing or the receipt of payments related to these containers. There shall be no cost to the customer or Village for leasing a toter to participate in yard waste/organic waste program.

7. Section VI.E. Organic Waste. Section VI.E. is added so that Section VI.E. shall read as follows:

E. Organic Waste. Contractor shall collect organic waste (also known as composting), at no additional cost or expense to the customer or the Village, during the same period and in the same manner as Contractor collects Yard Waste and per the terms of this subsection. Organic waste shall only be placed within a toter. Any Kraft Bags that contain organic waste must also be placed inside a toter.

8. Section VII.C. Leaf Collections Services by Contractor. Section VII.C is amended in its entirety so that Section VII.C. shall read as follows:

C. The number of trucks needed by the Village on a daily basis will vary depending on such factors as leaf volume, weather conditions and availability of Village personnel and equipment. The Contractor agrees that it shall make such number of leaf packer trucks available (not to exceed 6 without the Contractor's consent) as may be requested by the Village Manager within sixteen (16) hours of such a demand being made, either orally or in writing. Once demanded, said leaf packer trucks shall be used only to collect and transport collected leaves to a disposal site or transfer station as determined by the Village. The Contractor shall haul and dispose of all collected leaves that were deposited at the Village's Public Works Facility as part of the Village's Leaf Collection Program at no extra cost to the customer or the Village. Contractor shall comply with the Village's Public Work's Departments rules and guidelines regarding such hauling of the leaves from the Village's Public Works Facility. In the event of snow or unfavorable weather conditions which cause delays in collection, the Contractor shall provide up to three (3) trucks for any given day that leaf collection occurs after December 15th.

9. Section VIII.D. Electronics Recycling Drop Off. Section VIII.D is added to the Contract so that Section VIII.D. shall read as follows:

Contractor shall provide, daily, a dumpster and signage at the Village's Public Works Facility (or other designated location as determined by the Village) to accept electronics for disposal. Contractor shall be responsible for all costs related to transportation and recycling materials collected. There shall be no cost to the Village or any individual disposing of electronics for this service. The Village shall be responsible for determining the location, days and hours the containers will be available to the public. Contractor shall collect and dispose of the electronics as required by the Illinois Electronic Products Recycling and Reuse Act (415 ILCS 150). Additionally, the Contractor shall provide staffing at the location of the dumpster one Saturday per month for three hours each day to assist individuals with unloading of any electronic waste. Contractor and contractor's staff shall comply with any Village Public Works guidelines and regulations in regards to this program.

10. Section X.3. Disposal of Solid Waste. Section X.3 is amended in its entirety so that Section X.3. shall read as follows:

3. All solid waste other than SWANCC System Waste, including yard-waste, organic waste, electronic waste shall be disposed of, as applicable, in a lawful manner at an

IEPA, INDR, or WDNR permitted landfill, transfer station, or composting facility. Recyclables may be disposed of at the GTS, in a lawful manner and pursuant to SWANCC rules and guidelines, at the sole cost and expense of the Contractor.

11. Section XXIV.F Notices. Section XXIV.F is amended in its entirety so that Section XXIV.F shall read as follows:

Notices

Except as otherwise required, all notices or communications required or permitted pursuant to this Contract shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Municipality:

Village Manager
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

If to the Contractor:

General Manager

with copy to:

with copy to:

Corporation Counsel
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

IN WITNESS WHEREOF, the Parties caused this Second 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