

**FIRST AMENDMENT TO COMMERCIAL AND INSTITUTIONAL
SOLID WASTE SERVICE AGREEMENT**

This First Amendment to Commercial and Institutional Solid Waste Service Agreement ("First Amendment") is made and entered into as of the 1st day of **October, 2015** by and between ADVANCED DISPOSAL SERVICES MIDWEST, LLC, its officers, directors, and successors (the "Contractor") and the Village of Wilmette (the "Municipality" or "Village").

WHEREAS the Village and ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC ("Advanced") entered into a COMMERCIAL AND INSTITUTIONAL SOLID WASTE SERVICES AGREEMENT pursuant to Village Board Resolution 2009-R-34 on September 10, 2008 (the "Contract");

WHEREAS, in January, 2013, Advanced 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 September 30, 2015, unless such term is amended by the parties;

WHEREAS, Contractor has proposed certain reductions in cost to the Village 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. Term. Section 3.1 is amended in its entirety so that Section 3.1 shall read as follows:

Section 3.1. Term of Solid Waste Agreement

The term of this Solid Waste Services Agreement shall commence on September 10, 2008, and end at 11:59 PM on December 31, 2020.

3. Roll-off Services. Section 4.1 (d) is hereby deleted. The Parties agree that as of the effective date of this First Amendment, the Contractor shall not be the sole and exclusive agent of the Municipality to provide temporary roll-off service.

4. Compensation. Exhibit B-1 of the Contract is amended in its entirety so that it shall read as the attached Amended Exhibit B-1. Amended Exhibit B-1 reflects a 10% decrease in the rates in effect prior to the date of this First Amendment.

5. Section 5.1(c). Section 5.1(c) is amended in its entirety so that Section 5.1(c) shall read as follows:

- c) Beginning January 1, 2017, and every January 1 thereafter, the collection rates set forth on Exhibit B-1 shall be increased by the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for Chicago-Kenosha-Gary for the 12 months ended in the month of July of the calendar year preceding January 1, up to a maximum of 2.5%.

6. Section 6.1. Section 6.1 is amended in its entirety so that Section 6.1 shall read as follows:

Section 6.1 Billing of Accounts

Commercial Services provided under Section 4.1 are provided by the Contractor on behalf of the Municipality. The Contractor shall perform on a monthly basis in advance of services provided, on behalf of the Municipality, the billing and collection of all rates and charges imposed on commercial entities by the Municipality relating to such Commercial Services. The Municipality agrees to cooperate and assist the Contractor, when necessary, in the collection of funds owed for services performed. The Contractor is responsible to inform the Municipality on all delinquent accounts where service may ultimately be affected or suspended due to these delinquencies. The Municipality further agrees to cooperate with respect to information, if any, relating to property vacancies or any other information that will assist the Contractor in the execution of this Solid Waste Services Agreement.

In addition to charging commercial entities a reasonable late payment fee or any other right of recovery available to Contractor at law or equity, Contractor may also, in its discretion, suspend service if payment is not timely made. However, if the Contractor fails to provide service to such a customer that is current in its payments and fails to cure such defect within Seven (7) days after notice from the customer, the customer shall have the right to obtain service from another waste hauler and credit that cost against any amount due to the Contractor on future invoices from the Contractor.

The Contractor shall remit to the Municipality an administrative fee of \$81,448 per calendar year in four equal quarterly payments and submit the same along with the service reports required under Section 8.1 herein. For 2015, the fee shall be the amount due under the original Contract as calculated prior to this First Amendment and through September 30, 2015 plus \$20,362 for the fourth quarter of 2015. The administrative fee shall be included in the rates listed in Exhibit B and shall not be separately listed on the monthly bills to the commercial entities. The administrative fee will adjust annually based on the change in the Consumer Price Index for All Urban Consumers (CPI-U) for Chicago-Kenosha-Gary for the 12 months ended in the month of July of the calendar year preceding January 1, up to a maximum of 2.5%. The Contractor shall pay each quarterly installment on the first day of the first month of the following quarter, and each quarter thereafter.

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

ADVANCED DISPOSAL SERVICES SOLID WASTE
MIDWEST, LLC

By [Signature]
Its Chief Operating Officer

VILLAGE OF WILMETTE, ILLINOIS

By [Signature]
Village President

Attest
[Signature]
Village Clerk

9.28.2015
Date

10-18-2015
Date