

**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 **ADVANCED DISPOSAL SERVICES SOLID WASTE MANAGEMENT, 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 MANAGEMENT, LLC** ("Advanced") 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, 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 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 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%.

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:

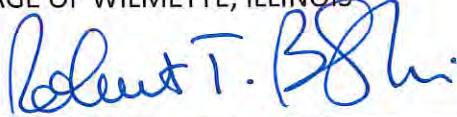
B. Performance Bond.

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.

ADVANCED DISPOSAL SERVICES SOLID WASTE
MIDWEST, LLC
By 
Its Chief Operating Officer

VILLAGE OF WILMETTE, ILLINOIS
By 
Village President

Attest

Village Clerk

9.28.2015
Date

10-18-2015
Date

CONTINUATION CERTIFICATE

Premium Amount: \$5,000.00

The Argonaut Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. SUR0028531 in the sum of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) Dollars, on

behalf of ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

in favor of VILLAGE OF WILMETTE

subject to all the conditions and terms thereof through September 10, 2016 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 7 day of August, 2015.

Argonaut Insurance Company
Surety

By: _____

Jeremy C. Rose Attorney-in-Fact

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Richard C. Rose, Jeremy C. Rose, Janice H. Fennell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$40,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.



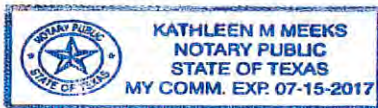
Joshua C. Betz

by: _____
Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeke

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 7TH day of AUGUST, 2015



Sarah Heineman

Sarah Heineman, VP-Underwriting Surety