

**HOST COMMUNITY AGREEMENT**

This Host Community Agreement is made this the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Waste Management of Illinois, Inc. (the “Company”), and the County of Lake, IL (“the County”).

**WITNESSETH:**

WHEREAS, the Company desires to file with the County a request for siting approval to construct and operate a transfer facility (the “Transfer Facility”) on the site shown in Figure 1, which site will be described in the Siting Application and which Figure is attached hereto and made a part hereof; and

WHEREAS, the County is authorized by the State of Illinois, pursuant to Section 39.2 of the Illinois Environmental Protection Act, 415 ILCS 5/39.2 (the Act), to, among other things, receive, hold hearings and decide an application for site location of a pollution control facility proposed to be located in unincorporated County of Lake; and

WHEREAS, Section 39.2 of the Act expressly acknowledges a local government’s power to negotiate and enter into a host community agreement with an applicant for site location of a pollution control facility within the unincorporated area of the County of Lake; and

WHEREAS, the Company desires to provide certain benefits to the County with respect to the Transfer Facility if the Transfer Facility obtains all required approvals; and

WHEREAS, the County is desirous of obtaining certain benefits as set forth herein, provided that under no circumstances shall the County be under any obligation to grant site location approval of the Transfer Facility unless and until, through the pollution

control facility site location review process, it finds that the Transfer Facility meets or exceeds all criteria set forth in Section 39.2 of the Act; and

WHEREAS, if the County grants siting approval for the Transfer Facility, the Illinois Environmental Protection Agency issues permits for the development and operation of the Transfer Facility on the Subject Property, and the Transfer Facility is constructed and receives waste, then the Company is willing to afford certain benefits, as hereinafter set forth herein, to the County; and

WHEREAS, the County generally favors properly designed and operated Transfer Facilities, which can be of great benefit to the citizens of the County, and that such facility could facilitate and enhance the clean, efficient, lawful, convenient and economical movement of municipal waste and recyclables from homes, businesses and industries located within the County to waste diversion and other material recovery centers and landfills (respectively) which are properly licensed and permitted to accept the same; and

WHEREAS, Section 6.2.2. of the Lake County Solid Waste Management Plan (the "Plan"), and, more specifically, the 2024 Plan Update, states "Solid waste transfer stations, if developed in accordance with the applicable requirements of the Lake County Solid Waste Management Plan (Requirements T.2 through T.6), will be considered consistent with the Plan"; and

WHEREAS, all words used in this Agreement, which are not defined herein, but are defined in the Act and its corresponding regulations shall have the same definitions and meanings as found in the Act and its corresponding regulations in effect on the date of this Agreement.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, and the Company agree as

follows:

**1. INCORPORATION OF RECITALS**

The County and the Company agree that the foregoing recitals are material to this Agreement and are hereby incorporated and made a part of this Agreement as if they were fully set forth herein.

**2. DEFINITIONS**

“Act” means the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

“Agreement” means this Host Community Agreement.

“Anniversary Date” means the date the Agreement is executed by both Parties.

“Application” means the Company’s Application to the County for siting approval for the Transfer Facility pursuant to Section 39.2 of the Illinois Environmental Protection Act (415 ILCS 5/39.2).

“Authorized Waste” means Municipal Waste and Recyclables as defined in this Agreement.

“Commencement Date” means the date Authorized Waste is first received at the Transfer Facility.

“Company” means Waste Management of Illinois, Inc. an Illinois corporation authorized to do business in Illinois.

“County” shall mean County of Lake, Illinois, a local unit of government.

“Host Benefit Fee” means the per ton fee payable to the County, commencing on the Commencement Date, as more fully set forth in Section 6 herein.

“Host Benefit Fee Adjustment”, if applicable, means the upward adjustment of the Host Benefit Fee, as set forth in Section 6(c).

“Illinois EPA” means Illinois Environmental Protection Agency.

“Municipal Waste” means garbage, general household and commercial waste, industrial lunchroom or office waste and construction or demolition debris. Municipal Waste also includes non-hazardous industrial wastes. Municipal waste does not include any: (1) hazardous substance, as defined by Section 3.215 of the Act, (2) hazardous waste, as defined by Section 3.220 of the Act, (3) industrial process waste, as defined by Section 3.235 of the Act, (4) pollution control waste, as defined by Section 3.335 of the Act, (5) sludge, as defined by Section 3.465 of the Act, and (6) special waste, as defined by Section 3.475 of the Act.

“Parties” means the County of Lake, Illinois and Waste Management of Illinois, Inc.

“Recyclables” means any material, which would otherwise be disposed or discarded, which is separated from Municipal Waste at the source of generation or at the Transfer Facility so as to render it useable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products.

“Recycling Center” means the designated area at the Transfer Facility for use by Lake County residents to deliver certain materials, as more fully described in Section 13.

“Recycling Center Hours” are 6:30 a.m. to 3:30 p.m. Monday through Friday and Saturdays 8 a.m. to 12 p.m. Closed when one of the following holidays falls on a Saturday: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Any changes to the Hours shall be agreed by the County Administrator.

“SWALCO” means the Solid Waste Agency of Lake County.

“Subject Property” means the site shown on Figure 1.

“Termination Date” means the date the Transfer Facility ceases to operate and a closure certification is submitted to the Illinois EPA.

“Transfer Facility” means “transfer station” as defined by Section 3.500 of the Act, including the site on which the Transfer Station is located.

“Transfer Facility Operating Hours” are 6 a.m. to 6 p.m. Monday through Friday. When there is a holiday during the previous week, the Facility Operating Hours on Saturdays are 6 a.m. to 4:30 p.m.

“Transfer Facility Gate Hours” are 6:30 a.m. to 3:30 p.m. Monday through Friday. When there is a holiday during the previous week, the Facility will be open on Saturdays from 6:30 a.m. to 2 p.m. Observed holidays include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas

“Waste Subject to the Host Fee” means Municipal Waste, as defined herein, and any other material that is received by the Transfer Facility and delivered to a landfill. It does not include (1) material delivered to the Recycling Center, or (2) recyclables delivered to a Material Recycling Facility (MRF).

### **3. TERM OF AGREEMENT**

This Agreement commences on the Anniversary Date and shall remain in force and effect until the Transfer Facility ceases to operate and a closure certification is submitted to the Illinois EPA. In addition, this Agreement will terminate if: (1) the Company elects (in writing) to cease its efforts to site a transfer station on the Subject Property, (2) if the Company ceases to use all reasonable and timely efforts to site a transfer station on the Subject Property, or (3) the Company ceases to use all reasonable and timely efforts to commence operation of a transfer station after (if ever) it receives final, non-appealable

siting approval for the Transfer Facility.

**4. AUTHORIZED WASTE**

The Transfer Facility shall receive only waste that is acceptable pursuant to permit issued by the Illinois EPA, which is anticipated to include Authorized Waste, as defined herein. The Transfer Facility shall not knowingly receive any hazardous substance or hazardous waste, as those terms are defined in the Act. If any waste, other than Authorized Waste, is received at the Transfer Facility, it shall be promptly removed and transferred to an appropriate facility to be legally disposed of or recycled within an appropriate timeframe or placed back on the vehicle that transported said waste to the Transfer Facility.

**5. COMMUNICATION, COMPLAINT INVESTIGATION AND RESOLUTION**

From the commencement of construction of the Transfer Facility the Company shall:

a. Maintain a telephone number which shall be prominently displayed at the entrance to the Transfer Facility where the Company will receive, respond to and address public inquiries, complaints and customer calls. This phone will be answered by a person employed by the Company during regular business hours.

b. Respond to all citizen complaints within one (1) business day of receipt and investigate within a reasonable time thereafter, unless otherwise agreed by the complaining citizen or the County Administrator.

c. Provide the County with a mobile phone number for the Transfer Station Manager for use by County after regular business hours.

**6. HOST BENEFIT FEE**

a. Host Benefit Fee. Commencing on the Commencement Date and

ending on the Termination Date, the Company shall pay the County a Host Benefit Fee on each ton of Waste Subject to the Host Fee. The Host Benefit Fee shall be calculated in accordance herewith. Such Host Fee shall be paid in lieu of any other solid waste surcharge or assessment otherwise allowed by county, state or federal law (including, but not limited to Section 22.15(j) of the Act) to be assessed against the Company or the Transfer Facility, but shall not preclude the County from assessing and collecting (or attempting to assess and collect) any such fees or surcharges from the operator of a landfill in Lake County to which such Waste is sent for disposal. The County agrees that it will neither levy nor collect, or attempt to levy or collect, any additional fees or taxes, or increase the amount of fees or taxes impacting the Company, the Company's property or any of the operations conducted thereon, provided, however, that the foregoing restriction on the levy and collection of any additional fees or taxes by the County shall not apply to: (i) any fee or tax which is uniformly assessed upon all members of a class of taxpayers of which the Company is a member (other than a class of taxpayers based on ownership or operation of a waste transfer station or solid waste management facility), (ii) real estate taxes, (iii) ad valorem taxes similarly assessed on other property or operations, (iv) utility taxes (v) telecommunication taxes, (vi) any other fee or tax which the Company is obligated to pay pursuant to county, state, or federal law, or pursuant to the laws or regulations of any governmental entity with jurisdiction, except for Lake County. If, despite the aforesaid, the County levies, collects or attempts to levy or collect a fee or tax prohibited by this Agreement, the Company, may (subject to the County's right to challenge the propriety of any such deduction/offset), elect to pay any such fee or tax, with written notice to the County and deduct the amount thereof from any Host Benefit Fee payable to the County pursuant to the terms and conditions of this Agreement. This remedy available to the Company is cumulative and not exclusive and it does not preclude the Company

from pursuing any other remedy available by law.

b. Calculation. The Company shall pay the County a Host Benefit Fee in the sum of \$1.29 on each ton of Waste Subject to the Host Fee.

Should the Company wish to receive more than 1,000 tons per day of Waste Subject to the Host Fee the Company and the County shall in good faith, prior to receipt of such amount, negotiate a fee acceptable to the Parties.

The Host Benefit Fee shall be calculated on a daily basis, and paid on a quarterly basis, and applied to each ton of Waste Subject to the Host Fee during the previous quarter. Each such quarter shall coincide with the County's fiscal year, which runs from December 1<sup>st</sup> of each year to November 30<sup>th</sup> of the following year. Operating days shall be determined as follows: each operating day Monday through Friday shall count as one (1) operating day, and Saturday shall count as one-half (1/2) operating day.

c. Host Benefit Fee Adjustment. The Host Benefit Fee shall be adjusted on an annual basis on the Anniversary Date of the Agreement by the percentage change during the previous calendar year in the Consumer Price Index (CPI). The CPI means the Chicago-Naperville-Elgin Consumer Price Index for all Urban Consumers, All Items, issued by the Bureau of Labor Statistics of the United States Department of Labor, which shall not exceed three percent (3%) in any given calendar year. The Annual Host Fee adjustment shall be capped at three percent (3%) through the tenth (10<sup>th</sup>) year from the Anniversary Date. Thereafter the Annual Host Benefit Fee adjustment shall be capped at five (5%) percent. However, if the percentage change in the CPI is negative, it shall be treated as being unchanged. Should, at any time, such calculation of the CPI become impossible, the parties shall negotiate in good faith to agree on an alternative method as close as reasonably possible in terms of results to that provided in the CPI.



d. Right to Inspect, Audit and Contest. The County shall have the right to inspect, audit and contest any determination made by the Company that certain waste received at the Facility was not Waste Subject to the Host Fee. At the County's discretion, the audit may be performed by an accountant or other consultant selected by the County. The County may dispute any payment statement submitted by the Company within two (2) years of receipt of such statement. In any such dispute, the Parties agree that if the Company has failed to maintain the records required under this Agreement, the Company shall carry the burden of proving that the Host Benefit Fee was not payable on said material. During the pendency of any dispute, the Company shall under any circumstances and in all events pay the undisputed portion of any such Host Benefit Fee.

e. Payment. The Host Benefit Fee shall be payable to the County on a quarterly basis. Each quarter upon which the Host Benefit Fee is calculated shall coincide with the County's fiscal year, which runs from December 1<sup>st</sup> of each year to November 30<sup>th</sup> of the following year. Such quarterly payments shall be paid to the County by the 30<sup>th</sup> day following the end of each quarter. Each payment shall be accompanied by an accounting of the fees paid documenting the data and methodology used to determine the payment amount.

f. Payment upon Termination. If this Agreement is terminated, Host Fees that have accrued under this Agreement shall be paid to the Termination Date, and no further payment shall be due from the Company to the County thereafter. Final payment shall be made within thirty (30) days of the Termination Date.

## **7. CERTIFIED SCALE**

For the purpose of calculating the Host Benefit Fee, the Company shall maintain and operate a certified scale, which shall be inspected and certified by the State of Illinois

at the expense of the Company, at least once each calendar year.

**8. RECORDS**

a. The Company shall maintain daily records of the amounts and types of all material received at the Transfer Facility. Such records shall be maintained for a period of at least two (2) years. Such records shall include waste receipts and scale receipts or logs (electronic or hard copy) showing by category the amount in tons of material received including, without limitation, categories of each stream of Authorized Waste brought into the Transfer Facility. Such records shall also include recycled material and/or other materials recovered from such Authorized Waste. In addition, records shall be kept and shall be provided to the County upon written request regarding:

(i) the hours of operation of the Transfer Facility, and (ii) the amount of the Host Benefit Fee payable on each ton of Waste Subject to the Host Benefit Fee in each quarter, and the total Host Benefit Fee payable during each quarter.

b. The County shall have the right to audit the records of the Company only upon five (5) business days' notice. At the County's discretion, the audit may be performed by an accountant or other consultant selected by the County. The County will do its best efforts to coordinate any records audits with SWALCO.

c. The Company covenants and agrees to fully cooperate with the County and its designee during any audit and/or inspection, to respond timely and fully to any questions or requests related to waste and material received at the Transfer Facility.

d. Where such audit determines that the Company has underpaid the Host Benefit Fee, the Company shall pay the reasonable cost of the audit if the Company has underpaid by 5% or more. over a twelve-month rolling average.

e. Upon five (5) business days' notice, the County, its authorized agents and

representatives shall be permitted to inspect such records maintained by the Company. The County shall also be permitted to inspect any and all records maintained by the Company concerning the material received at the Transfer Facility, the Waste Subject to the Host Fee, compliance with this Agreement, and/or compliance with any and all applicable state laws, regulations, permit and ordinances. relating to the operation of the Transfer Facility. The Company shall provide copies of any records related to this Agreement at its cost if reasonably requested by the County. Company may provide such records in digital or paper form.

**9. ENVIRONMENTAL BENEFITS**

The Company will design and construct the Transfer Facility in accordance with certain design and construction principles of the U.S. Green Building Council's LEED program. The Company may pursue, but is not required to obtain, LEED certification.

The constructed Transfer Facility will accommodate the use of electric-powered equipment (including push loaders) should such use become operationally and financially reasonable in the Company's sole discretion.

**10. LAKE COUNTY SOLID WASTE MANAGEMENT PLAN**

The *2024 Solid Waste Management Plan Update for Lake County, Illinois* sets forth recommendations related to the development of transfer stations. For purposes of the Application for the Transfer Facility, the questions identified in Section 4.2 of the *Plan* may be addressed by the Company in any section of the Application, provided that a table of reference is also included in the Plan Consistency portion of the Application.

SWALCO reviewed and reported to the County that the Life Cycle Assessment and this Agreement fulfill the requirements of the *2024 Solid Waste Management Plan Update for Lake County*, and the proposed Transfer Facility is therefore consistent with the *2024 Solid Waste*

*Management Plan Update for Lake County.*

**11. COMPLIANCE WITH LAWS**

The Company shall comply with all applicable laws, regulations and ordinances, as well as all final and non-appealable conditions of site location approval pursuant to Section 39.2 of the Act (should it be approved by the County), as well as the terms, conditions, and requirements of any permit that is issued for the development and operation of the Transfer Facility and the terms and provisions of this Agreement.

**12. TRANSFER FACILITY CONTROL MEASURES**

a. Litter Control. The Company shall control litter by discharging and loading all waste within the enclosed portion of the Transfer Facility. The Company shall use its best efforts to ensure that vehicles hauling waste to, or removing waste from the Transfer Facility shall be suitably covered so as to prevent waste from leaving the vehicles. A fence to aid in the interception of any blowing litter shall surround the Transfer Facility. The Company shall diligently patrol the Subject Property during hours of operation to collect any litter. In addition, the Company shall abide by the litter control plan approved by the County as a result of the siting process. At a minimum the Company will diligently patrol and remove litter from the Subject Property, all property owned or controlled by the Company, and public street and corresponding right-of-way within 1,500 feet of the Subject Property on a daily basis. In addition, the Company shall, at a minimum, patrol and remove litter from property within five hundred (500) feet of the aforesaid public streets and corresponding rights-of-way with the permission of the owner of said property, which permission the Company will diligently attempt to obtain.

b. Dust Control. All access drives, parking areas, storage areas and vehicle-maneuvering areas on the Subject Property shall be paved and inspected daily. The

Company agrees to remove mud and dust tracked on to hard surfaces inside and outside the Transfer Facility, on property owned or controlled by the Company as well as public roads and rights-of-way included within the roadway boundaries within, at a minimum, one thousand (1,000) feet of the Subject Property as needed. Further a misting system shall be provided to help control dust inside the transfer building.

c. Odor Control. The Company agrees to conduct all waste handling and transfer operations completely indoors and will not emit any noticeable odor beyond the Transfer Facility boundary. The Company further agrees to have the tipping floor free of waste by the end of each operating day and incorporate appropriate odor controls within the Transfer Facility building. Further, an odor neutralization system shall be provided, which system shall be included within the facility's misting system.

d. Noise Control. All equipment utilized for operations shall be equipped with mufflers or other sound suppressing devices required for compliance with applicable State statutes and regulations. Transfer Facility building doors may be open throughout the operating day and will be closed at the end of the operating day.

e. Rodent/Vector Control. The Company shall retain a pest control service on an on-going basis to address the potential for infestation by rodents and other vectors, whereby such service shall inspect the Transfer Facility on an as needed, but no less than monthly, basis.

f. Fire Control and Prevention. The Transfer Facility shall be equipped with a sprinkler system that is designed in accordance with the requirements of the Grayslake Fire Protection District.

g. Storage. No waste or other material shall be left on the floor inside the transfer building or outside the transfer building on the Subject Property overnight. When overnight

temperatures are forecast to be 20 degrees Fahrenheit or lower, waste may remain on the tipping floor to prevent freezing in the trailers. Waste may be kept temporarily in transfer trailers for no more than 16 hours provided that such trailers are suitably covered. Empty transfer trailers may be stored outdoors for no more than 24 hours (except on weekends and holidays). No outside storage of empty roll-offs, other waste containers, and/or packer trucks shall be allowed other than necessary to meet the actual operational needs and requirements of the Transfer Facility.

h. Traffic. The Company shall undertake such measures (including but not limited to paving, paving maintenance, and timely snow removal) as necessary to provide adequate queuing space for vehicles waiting to access the Transfer Facility. In addition, the Company shall (at its own expense) install such de-acceleration turning lanes and other traffic control measures as are necessary to minimize the impact on existing traffic flows.

i. Landscaping/Aesthetic Screening. The Company shall (at its own expense), implement and maintain a landscaping/aesthetic screening plan substantially similar as included and depicted in Exhibit B which is attached hereto and incorporated herein by this reference.

j. Minimum Measures. The various control measures contained herein represent minimum control measures which in no way limit the Application or the ability of the County to impose more stringent control measure by way of special conditions upon siting approval. Nor shall the terms of this Agreement or the siting approval, if granted, limit the County from taking any action regarding a nuisance and/or enforcement of any applicable law, ordinance or regulation.

k. The Company shall conduct all operations in a manner that does not cause a nuisance and is protective of public health, safety, welfare and the environment.

**13. RECYCLING CENTER**

a. No earlier than the Commencement Date, the Company will provide a designated area at the Transfer Facility for use by Lake County residents to deliver single stream recyclables, electronics, textiles, shoes and food waste, provided, however, that the Company is not obligated to provide any collection, sorting, removal, processing, or disposal services for the electronics, textiles or shoes. The types of materials accepted at the Recycling Center are subject to change based on agreement between the parties. The Recycling Center will be located so as not to impede traffic flow to and from the Transfer Facility building. SWALCO is the lead agency for recycling efforts in Lake County. It has entered into a separate agreement with the Company. The details regarding the daily management of the Recycling Center can be found in the agreement between SWALCO and the Company.

**14. APPLICATION**

a. The County has not, by entering into this Agreement with the Company, predetermined whether it will approve, approve with conditions, or disapprove any Application for a Transfer Facility and has not pre-judged whether the Company and the proposed Transfer Facility will meet the criteria for approval under Section 39.2 of the Act.

b. The County shall review the Application in accordance with the criteria set forth in Section 39.2 of the Act. The County shall conduct a pre-filing review of the siting application at the Company's sole expense, including but not limited to all reasonable and necessary fees, costs and expenses related to consultants, experts and attorneys retained by the County for this express purpose.

c. The Company shall be responsible for the payment of all costs and the reimbursement of all fees reasonably related in any matter to the siting process pursuant to Section 39.2 of the Act and the Lake County Siting Ordinance, Code of Ordinances §§ 50.40

– 50.53, including but not limited to public education, hearing facilities, technology needs, consultants, hearing officers, attorney and court reporters in any way associated with the County’s review of, hearing and any appeal related to the Application, provided, however, that if the County denies the Application, the fees and costs shall stop accruing. The Company agrees to pay any required filing fee and escrow and replenish funds to cover fees and costs required by Ordinance including by way of the Lake County Siting Ordinance §§ 50.40 – 50.53 of the County Code of Ordinances.

#### **15. INSPECTION BY COUNTY OFFICIALS**

Upon five business days' notice, the County shall have the right to inspect the Transfer Facility for compliance with this Agreement and state laws, regulations and ordinances. during the Transfer Facility’s permitted hours of operation as well as at times the Company has staff present on site. During the course of each calendar year under this Agreement, the County shall designate a County official(s) to conduct inspections of the Transfer Facility. The County agrees that any inspecting County officials shall check in at the office upon arriving on the site, inform the individual in charge that an inspection is to be performed and request that they be accompanied by at least one (1) Company representative during the site inspection. In the event a Company representative declines to accompany the County official, the County official may proceed with the inspection. All applicable safety rules will be followed by the County official during the course of any such inspection.

The parties agree and understand that this section of the Agreement is not applicable to inspections conducted by any County employee(s) who are inspecting pursuant to the delegation agreement the County has with the Illinois EPA to conduct inspections of solid waste facilities in the County of Lake on behalf of the Illinois EPA.



**16. INDEMNIFICATION**

To the fullest extent permitted by law, the Company hereby agrees to defend, indemnify and hold harmless the County, its officials, agents and employees, against all injury in any way related to the Transfer Facility or the operation thereof, including, but not limited to all harm, deaths, loss, damages (personal or property), claims, suits, proceedings (administrative, judicial or otherwise), liabilities, judgments, costs of defense, expenses and fees including, but not limited to, attorney and expert fees, (all hereinafter collectively referred to as "injuries") but only to the extent resulting from Company's wrongful acts or omissions, breach of this Agreement or violation of applicable law.

**17. INSURANCE**

The Company shall purchase and maintain or cause to be purchased and maintained in full force and effect at all times at the start construction of the Transfer Facility and continuing at until the Termination Date of this Agreement the following insurance coverages:

- a. Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and a combined limit of \$2,000,000.
- b. Excess liability insurance covering claims in excess of the underlying insurance described in Section 15 (a) above, with a \$3,000,000 minimum limit.
- c. Workers Compensation Insurance as required by Illinois law and regulations.
- d. Employer's Liability Insurance in the amount of \$1,000,000 per accident
- e. Environmental Impairment and Liability Insurance (both onsite and offsite) in an amount not less than \$1,000,000 per occurrence and a combined limit of \$2,000,000 in the aggregate.

**18. NOTICES**

Any notices to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested. Such notice shall be deemed communicated when delivered or two (2) business days from the date of mailing whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the other in accordance with this Section.

TO COUNTY AT:

Patrice Sutton  
(or successor in office) County Administrator  
County of Lake  
18 N. County Street  
Waukegan, IL 60085

With a copy to:

Chief of Civil Trial Division  
Civil Division  
State's Attorney's Office  
18 N. County Street  
Waukegan, IL 60085

TO THE COMPANY AT:

Waste Management of Illinois, Inc.,  
720 Butterfield Rd., 4th Floor  
Lombard, IL 60148  
Attention: Legal Counsel

**19. ASSURANCE OF PERFORMANCE AND GUARANTEE**

The Company and County shall each take in timely fashion all steps that are necessary to ensure the prompt and complete performance and satisfaction of all liabilities, obligations, payments and duties of any type, kind or sort which may arise by operation of

federal, state and local statute, law, rule, directive, ordinance or mandate, as well as the terms and conditions of this Agreement.

**20. COVENANTS RUN WITH THE LAND**

The parties agree that the covenants, agreements and understandings contained in this Agreement (including, without limitation, the obligation to pay the Host Benefit Fee and Additional Host Benefit Fee), touch and concern the Property, and that such covenants, agreements, and understandings shall run with the Property. The Company agrees that the County may prepare, and the Company shall promptly execute duplicate originals of an instrument, which will constitute a memorandum of Host Community Agreement, attaching an executed copy of this Agreement as an exhibit, and record such memorandum in the Recording Division – Lake County, Illinois Clerk’s Office.

**21. ASSIGNMENT OF RIGHTS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. The Company shall not subcontract, assign or transfer this Agreement, in whole or in part, or its rights or obligations hereunder, directly or indirectly, by operation of law or otherwise without the express written consent of the County, which consent shall not be unreasonably withheld.

**22. LAKE COUNTY WASTE**

The Company shall accept all Authorized Waste received from Lake County from customers in good standing with Company policies and procedures.

**23. COUNTY REVIEW OF SITING APPLICATION**

By entering into this Agreement, the County does not predetermine whether the Company has met any of the statutory criteria needed for siting approval, or prejudice any siting application, under Section 39.2 of the Act.

**24. SEVERABILITY**

If a court of competent jurisdiction holds or adjudges any provision of this Agreement invalid, said judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of this Agreement that this Agreement would have been approved had such invalid provision, clause, sentence, paragraph, section or part thereof not been included.

No amendment, modification or changes to this Agreement shall be effective unless the same shall be in writing, approved by the Lake County Board and the Company and duly executed by the County and the Company.

**25. GOVERNING LAW**

The laws of the State of Illinois shall govern this Agreement.

**26. FORCE MAJEURE**

Neither the County or the Company shall be liable for its failure to perform under this Agreement to the extent due to contingencies beyond its reasonable control, including, without limitation, strikes, riots, war, insurrection, pandemic, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created.

**27. AUTHORITY TO ENTER INTO AGREEMENT**

The County and the Company hereby represent and warrant to each other that the individuals executing this Agreement in their official capacities have been duly authorized and empowered to sign this Agreement. The County shall provide the Company with a

certified copy of the ordinance of its Board authorizing the execution of this Agreement by the undersigned representatives of the County. The Company shall provide the County with a copy of the corporate resolution authorizing the execution of this Agreement by the undersigned representatives of the Company.

IN WITNESS WHEREOF, County of Lake and Waste Management of Illinois, Inc. have caused this Agreement to be executed by their duly authorized representatives on the day and year written above.

COUNTY OF LAKE

By: \_\_\_\_\_

Its: \_\_\_\_\_

WASTE MANAGEMENT OF ILLINOIS,  
INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

# FIGURE 1