



Lake County Illinois

Legislation Text

File #: 10-0595, Version: 1

Joint resolution approving the First Amendment of Host Agreement between Veolia ES Zion Landfill, Inc. and Lake County, Illinois, and The Solid Waste Agency of Lake County, Illinois.

- On January 28, 2010 the Lake County Board approved the Host Agreement with Veolia ES and SWALCO, which was done in accordance with the Solid Waste Management Plan.
- The Host Agreement contained a section (Section 4.c) that addressed the local surcharge fee collected pursuant to State statute. This provision stated that the local surcharge fee would only be collected by SWALCO and not Lake County because at the time the Host Agreement was finalized this was the expected approach to collecting the local surcharge.
- Also on the agenda is a new intergovernmental agreement between Lake County and the Solid Waste Agency of Lake County regarding the collection of the local surcharge and splitting of the Solid Waste Management Tax Fund. This new IGA requires that both SWALCO and Lake County collect the local surcharge with separate ordinances; therefore, the Veolia ES Host Agreement needs to be amended to allow for both entities to collect the local surcharge.

AMENDMENT OF HOST AGREEMENT BETWEEN VEOLIA ES ZION LANDFILL, INC. AND LAKE COUNTY, ILLINOIS, AND

THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

THIS AMENDMENT OF HOST AGREEMENT BETWEEN VEOLIA ES ZION LANDFILL, INC., LAKE COUNTY, ILLINOIS, AND THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS (hereinafter referred to as "Amendment") is made this ____ day of June, 2010 between Veolia ES Landfill, Inc., an Illinois Corporation, (hereinafter referred to as "Veolia"), Lake County, Illinois, a body politic and corporate of the State of Illinois (hereinafter referred to as "Lake County"), and the Solid Waste Agency of Lake County, Illinois (hereinafter referred to as the "Agency").

WHEREAS, on January 28, 2010, Veolia, Lake County and the Agency entered into a Host Agreement (hereinafter referred to as the "Agreement"), regarding the expansion of Veolia's landfill located in the City of Zion, Lake County, Illinois; and

WHEREAS, said Agreement provided for the payment of certain Host Fees to Lake County and the payment of a fee imposed upon the deposition of waste pursuant to 415 ILCS 5/22.15(j) (hereinafter referred to as the "Statutory Fee") to the Agency, provided that Lake County shall have first taken all necessary action to amend its prior authorization to collect the Statutory Fee and the Agency shall have taken all necessary action to impose and collect the Statutory Fee; and

WHEREAS, Lake County has not taken all necessary action to amend its prior authorization to collect the Statutory Fee and the Agency has not yet taken all necessary action to impose and collect the Statutory Fee, but Lake County and the Agency are authorized by the Amendment to do so at any time; and

WHEREAS, Lake County and the Agency wish to alter the parties to which the Statutory Fee is paid under the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Veolia, Lake County and the Agency agree as follows:

1. That the above recitals are incorporated as a part of this Amendment as though set forth herein.
2. That Section 4.c of the Agreement is hereby replaced with the following paragraph:
 - c. The fee (currently \$1.27/ton) paid to Lake County by Veolia pursuant to Section 22.15(j) of the Act (415 ILCS 5/22.15(j)) (hereinafter referred to as the "Statutory Fee") hereafter shall be paid to Lake County and the Agency, according to the following allocation: seventy-five percent (75%) to the Agency and twenty-five percent (25%) to the County. Payment of the Statutory Fee according to said allocation shall be conditioned upon Lake County and the Agency having first taken all necessary actions required by Section 22.15(j) to impose and collect the Statutory Fee according to said allocation. In the event 415 ILCS 5/15(j) is amended to provide for an increase or decrease in the Statutory Fee, the increase or decrease shall have no effect upon said allocation or upon the amount of the Host Benefit Fee paid pursuant to paragraph a, above.
3. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect. If any provisions of the Agreement and this Amendment are inconsistent, the terms and conditions of this Amendment shall apply and supersede the terms of the Agreement.

IN WITNESS WHEREOF, Veolia, Lake County and the Agency have caused this Amendment to be executed in their respective names, have caused their respective corporate seals to be hereto affixed, and have caused this Amendment to be attested, all by their duly authorized officers and representatives, and Veolia, Lake County and the Agency have caused this Amendment to be dated as of the date and year first written above.

SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

By: _____

Attest:

Secretary

LAKE COUNTY, ILLINOIS

By: _____

Attest:

County Clerk

VEOLIA ES ZION LANDFILL, INC.

By: _____

Attest:
