

MEMORANDUM OF UNDERSTANDING & MUTUAL CONSENT

This Memorandum of Understanding & Mutual Consent (“Agreement”) is entered into by and between Waste Management of Illinois, Inc., a Delaware corporation authorized to do business in Illinois (“Waste Management”), and the County of DeKalb, Illinois (the “County”); collectively referred to as the “Parties”. By their signatures below, the Parties agree to the following:

1. **Section 6.a (Free Disposal)** of the Host Community Agreement between the Parties dated April 17, 2009 is amended to include the following three new facilities – Jail Expansion, Sober Living Home, and Sycamore Forest Preserve - and shall now read as follows:

6. County’s Use of Landfill.

a. Free Disposal. Waste Management will accept all road kill from the DeKalb County Highway Department without charge during the operating life of the Expansion. Waste Management will also accept for disposal without charge all non-hazardous solid waste generated by those DeKalb County and DeKalb County Forest Preserve facilities listed below during the operating life of the Expansion.

Sycamore Campus

DeKalb County Courthouse
133 West State St.
Sycamore IL, 60178

Administration Building
110 E. Sycamore St.
Sycamore, IL 60178

Legislative Center
200 North Main St.
Sycamore, IL 60178

Jail and Sheriff’s Offices
150 North Main St.
Sycamore, IL 60178

Jail Expansion
180 E. Exchange St.
Sycamore, IL 60178

Sober Living Home

491 E. State St.
Sycamore, IL 60178

Health Facilities Campus

Public Health Department
2550 N. Annie Glidden
DeKalb, IL 60115

Rehab & Nursing Center
2600 N. Annie Glidden
DeKalb, IL 60115

Community Outreach Building
2500 N. Annie Glidden
DeKalb, IL 60115

DeKalb County Forest Preserves

Limited to current pick up points: MacQueen, Russell, Nehring, Afton, Chief Shabbona and Sannuak Forest Preserves, Pottawatomi Park, plus Sycamore Forest Preserve

DeKalb County Highway Department

2910 Barber Greene Road
DeKalb, IL 60115

Free disposal to these County facilities extends to all non-hazardous solid waste generated in the normal operation of these facilities and does not include waste materials generated in connection with major projects that would generate an above-normal amount of waste, such as remodeling or demolition projects. The County agrees not to enter into a solid waste or recyclables collection agreement with any third party hauler for these facilities until it provides Waste Management with the opportunity to meet the terms and conditions for such services offered to the County by any third party hauler. Waste Management shall have 10 days after its receipt of such terms and conditions to accept or reject them. With respect to hauling services now being provided to these facilities by Waste Management, the prices for such services, with the exception of any fuel or environmental fees and surcharges, shall be capped at the then current rate at the time Waste Management achieves final, non-appealable siting for the Expansion, for five years thereafter.

2. **Section 19.b (Solid Waste Recycling Program)** of the Host Community Agreement between the Parties dated April 17, 2009 is amended to allow for additional appropriation options, in addition to the Solid Waste Education Program, as determined by the County Board through its annual budget process and shall now read as follows:

Section 19. County Duties and Responsibilities

b. Solid Waste Recycling Program.

The County will utilize a portion of the Host Fee revenues provided for in this Agreement to continue and strengthen its established Solid Waste Education Program including, but is not limited to, school and public education and special recycling community collections and projects. Efforts will be made to expand its recycling efforts to include rural recycling partnerships between the Solid Waste Program and willing local groups and/or communities within DeKalb County. The County will adopt an ordinance repealing the fees currently imposed under 415 ILCS 5/22.15 et. seq. (solid waste tipping fee) and appropriate the initial annual amount of \$200,000 to the Solid Waste Program in support

of those activities. This annual appropriation shall begin January 1, 2015 and be adjusted annually for inflation in proportion to the CPI adjustments provided for in Section 16a. Effective with the County's fiscal year 2018 budget beginning January 1, 2018, the annual inflation adjusted appropriation shall not be limited to the Solid Waste Education Program but can instead be appropriated for any lawful purpose deemed appropriate by the County Board in accordance with its adopted annual budget.

3. **Section 19.c (Land and Water Conservation and Environmental Education Efforts)** of the Host Community Agreement between the Parties dated April 17, 2009 is amended to allow for additional appropriation options, in addition to the land and water conservation and environmental education efforts, as determined by the County Board through its annual budget process and shall now read as follows:

Section 19. County Duties and Responsibilities

c. Land and Water Conservation and Environmental Education Efforts.

The County will continue and strengthen its land and water conservation and environmental education efforts by appropriating an initial annual amount of \$100,000 to the DeKalb County Forest Preserve District from Host Fee proceeds received under the terms of this Agreement. This annual appropriation shall begin January 1, 2015 and shall be adjusted annually for inflation in proportion to the CPI adjustments provided for in Section 16a. Effective with the County's fiscal year 2018 budget beginning January 1, 2018, the annual inflation adjusted appropriation shall not be limited to land and water conservation and environmental education efforts but can instead be appropriated for any lawful purpose deemed appropriate by the County Board in accordance with its adopted annual budget.

Agreed to by:

WASTE MANAGEMENT OF
ILLINOIS, INC.

By: 

Title: Director of Operations

Date: 3/26/18

COUNTY OF DEKALB

By: 

Title: DeKalb County Board Chairman

Date: 3/14/18