

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

## THE VILLAGE OF ROUND LAKE PARK

## ***CERTIFICATION OF DOCUMENTS***

I, Cindy Fazekas, Village Clerk of the Village of Round Lake Park, County of Lake, State of Illinois, do hereby certify that I am the duly appointed Clerk of the Village of Round Lake Park, and that I am the keeper and custodian of the records, files, proceedings, books, papers and reports of this Village, and that the attached is a true and correct copy of: Ordinance No. 13-5, "**AN ORDINANCE APPROVING A "FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT" BETWEEN THE VILLAGE OF ROUND LAKE PARK, ILLINOIS AND GROOT INDUSTRIES, INC.**"

Presented on the 16<sup>th</sup> day of April, 2013 and that the same was approved by the President and Board of Trustees on the 16<sup>th</sup> day of April, 2013. I do further certify that the original of which the foregoing is a true and correct copy is entrusted to me as the Clerk of the Village of Round Lake Park for safekeeping and that the original is now on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16<sup>th</sup> day of  
April, 2013.

Cynthia Jaynes  
Village Clerk

### Corporate Seal

# VILLAGE OF ROUND LAKE PARK

ORDINANCE NO. 13-5

*AN ORDINANCE APPROVING A "FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT" BETWEEN THE VILLAGE OF ROUND LAKE PARK, ILLINOIS AND GROOT INDUSTRIES, INC.*

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ROUND LAKE PARK, ILLINOIS

ON

April 16, 2013

Published in pamphlet form by authority of the Village Board  
of the Village of Round Lake Park, Lake County, Illinois,  
this 16<sup>th</sup> day of April, 2013.

JEAN M. McCUE	President	ROBERT SEMINARY	Trustee
CINDY FAZEKAS	Clerk	CANDACE KENYON	Trustee
PETER S. KARLOVICS	Attorney	PATRICIA WILLIAMS	Trustee
		PAT GRAHAM	Trustee
		BOB CERRETTI	Trustee
		LINDA M. LUCASSEN	Trustee

ORDINANCE NO. 13 - 5

**AN ORDINANCE APPROVING AN "FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT" BETWEEN THE VILLAGE OF ROUND LAKE PARK, ILLINOIS AND GROOT INDUSTRIES, INC.**

**BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Round Lake Park, Illinois, as follows:

**SECTION I:** That the attached "FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT" between the Village of Round Lake Park, Illinois and Groot Industries, Inc. (hereinafter "Agreement") be and is hereby approved and ratified.

**SECTION II:** That the Mayor is hereby directed and authorized to execute said Agreement on behalf of the Village of Round Lake Park and the Clerk shall attest to her signature and affix the seal of the Village to her certification.

**SECTION III:** That the Agreement shall be executed in several duplicate originals and duplicates of the executed Agreement shall be delivered to all parties thereto.

**SECTION IV:** That this ordinance shall be in full force and effect from and after its passage and approval as required by law.

Passed this 16<sup>th</sup> day of April, 2013.

<u>TRUSTEES</u>	<u>Ayes:</u>	<u>Nays:</u>	<u>Absent/Abstain</u>
ROBERT SEMINARY	<u>  </u>	<u>X</u>	<u>  </u>
CANDACE KENYON	<u>  </u>	<u>X</u>	<u>  </u>
PATRICIA WILLIAMS	<u>  </u>	<u>X</u>	<u>  </u>
PAT GRAHAM	<u>X</u>	<u>  </u>	<u>  </u>
BOB CERRETTI	<u>X</u>	<u>  </u>	<u>  </u>
LINDA M. LUCASSEN	<u>X</u>	<u>  </u>	<u>  </u>

*Mayor votes aye*

**APPROVED:**

By: Jean McCue Date: April 16, 2013  
Village President

**ATTEST:**

By: Cynthia Taylor  
Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on April 16, 2013.

I hereby certify that the above ordinance was published in pamphlet form on April 16, 2013, as provided by law.

By: Cynthia Faykas  
Village Clerk

**FIRST AMENDMENT TO  
HOST COMMUNITY AGREEMENT**

This First Amendment to Host to Community Agreement is made this the 16<sup>th</sup> day of April, 2013 by and between Groot Industries, Inc. (the "Company") and the Village of Round Lake Park, an Illinois Municipal Corporation (the "Village").

**WITNESSETH:**

WHEREAS, the Village and the Company have previously negotiated a "HOST COMMUNITY AGREEMENT" dated October 16, 2012 ("Host Agreement with the Village"); and

WHEREAS, the Company has negotiated a host agreements with the County of Lake and the Solid Waste Agency of Lake County (collectively, the "County"); and

WHEREAS, the Village desires that the Host Agreement with the Village be consistent with the aforesaid host agreements with the County; and

WHEREAS, accordingly in this amendment to the Host Agreement with the Village, the Village and the Company agree that the Village host fees should be calculated in a manner that minimizes the material that is not subject to the host fee thereby making it as simple as possible to verify the calculation of the host fees paid by the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Company agree that the definition of "Recyclables" in Section 2 as well as Sections 5(a) and 5(b) of the aforesaid Host Agreement with the Village dated on or about October 16, 2012 shall be deleted in their entirety and replaced with the following new definition of "Recyclables" in Section 2, and new Sections 5(a) and 5(b), to provide as follows:

## 2. DEFINITIONS

"Recyclables" means any material, which would otherwise be disposed or discarded, which is separated from Municipal Waste at the source of generation 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.

## 5. HOST BENEFIT FEE

a. Host Benefit Fee. The Company shall pay to the Village a Host Benefit Fee, commencing on the Anniversary Date and continuing thereafter for the term of this Agreement on each ton of Waste Subject to the Host Fee. The Host Benefit Fee shall be considered general revenue to the Village and shall be calculated in accordance herewith. The Village agrees that it will neither levy nor collect or attempt to 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, the foregoing restriction on the levy and collection of any additional fees or taxes by the Village 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 and (vii) sales taxes. If, despite the aforesaid, the Village levies, collects or attempts to levy or collect a fee or tax prohibited by this Agreement, the Company, may (subject to the Village's right to challenge the propriety of such deduction/offset), elect to pay such fee or tax, with written notice to the Village and deduct the amount thereof from any host benefit fee payable to the Village.

b. Calculation. The Company shall pay the Village a Host Benefit Fee on each ton of Waste Subject to the Host Fee in accordance with the following schedule:

Table 1. Host Benefit Fee Schedule

Daily Volume of Waste Subject to the Host Fee	Per Ton Fee
0- 1000 tons per day	\$1.60

Should, at any time, the Company wish to transport from the Transfer Facility more than 1000 tons per day of Waste Subject to the Host Fee the Company and the Village shall, prior thereto and in good faith, negotiate a host fee acceptable to the Parties.

The Host Benefit Fee shall be calculated on a quarterly basis, and applied to each ton of Waste Subject to the Host Fee during the previous quarter of each Operating Year. The Host Benefit Fee shall be calculated counting each day Monday through Friday of each week as a full operating day and each Saturday as a half operating day. Each quarter upon which the Host Benefit Fee is calculated shall coincide with the Village's fiscal year, which runs from May 1<sup>st</sup> of each year to April 30<sup>th</sup> of the following year.

The Host Benefit Fee shall not apply to waste accepted from the Village at no charge to the Village pursuant hereto where such material would otherwise fall within the definition of Waste Subject to the Host Fee.

IN WITNESS WHEREOF, the Village and Company have caused this First Amendment to be executed by their duly authorized representatives on the day and year written above.

VILLAGE OF ROUND LAKE PARK

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

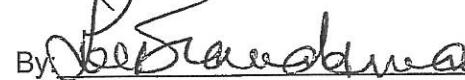


Its: \_\_\_\_\_



GROOT INDUSTRIES, INC.

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



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

