

**FIRST AMENDMENT TO AND ASSIGNMENT OF A  
FRANCHISE AGREEMENT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE,  
LANDSCAPE WASTE AND ORGANICS, AND RECYCLABLES MATERIALS**

This **FIRST AMENDMENT TO AND ASSIGNMENT OF A FRANCHISE AGREEMENT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE AND ORGANICS, AND RECYCLABLES MATERIALS** (“*First Amendment & Assignment*”) is entered into on this 26 day of October, 2021 by and between **WASTE MANAGEMENT OF ILLINOIS, INC.**, a Delaware corporation (“*Waste Management*”) and the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation (“*Village*”).

**RECITALS**

A. In August of 2018, the Village entered into a Franchise Agreement with Advanced Disposal Services Solid Waste Midwest, LLC (“*Advanced*”) for the Collection and Disposal of Solid Waste, Landscape Waste and Organics, and Recyclables Materials from the Village’s residential customers (“*Franchise Agreement*”).

B. The term of the Franchise Agreement runs through August 31, 2024.

C. Since the execution of the Franchise Agreement, Waste Management, Inc. acquired Advanced Disposal Services, Inc., together with its affiliates and subsidiaries, including Advanced, through a merger and Advanced continues to operate solely as an indirect subsidiary of Waste Management, Inc.

D. Waste Management has requested that the Village approve the assignment of the Franchise Agreement to Waste Management.

E. The Parties have determined that it is in their mutual best interest and in the interest of the Village’s residential customers, (i) to acknowledge and memorialize the assignment of the Franchise Agreement to Waste Management and (ii) to make certain amendments to the Franchise Agreement to reflect operational changes in collections that will become effective in the fall of 2021, all as set forth in this First Amendment and Assignment.

**AGREEMENT**

A. Assignment and Assumption. Pursuant to its rights under Section 9.13 of the Franchise Agreement, the Village approves and accepts the assignment of the Franchise Agreement to Waste Management and Waste Management assumes, accepts, and agrees to be bound by all terms, conditions, covenants, and obligations attributed to the “*Franchisee*” under the Franchise Agreement.

B. Amendment to Solid Waste Collection Services. The following amendments to the Franchisee’s solid waste collection service obligations under the Franchise Agreement shall take effect as of 12:01 am on December 1, 2021:

1. Section 3.3 of the Franchise Agreement, entitled, “Bulk Item Collection,” shall be amended to be and reads as follows: [added text **bold and double underlined**; deleted text struck through]

**“3.3 Bulk Item Collection”**

Franchisee shall collect ~~one bulk item which is~~ **up to two bulk items which are** too large to fit into a Solid Waste Cart or other permitted container, excluding Solid Waste, Landscape Waste, **Electronic Devices**, or White Goods (each a "Bulk Item"), from each Customer per week at no additional charge to the Customer. The Customer shall be responsible for contacting Franchisee to schedule a collection of any Bulk Items. Franchisee may charge Customers for the collection of any additional Bulk Items on a per item basis at the rate set forth in Attachment A. Except as provided in Section 3.1 above, Franchisee shall not be responsible for collecting certain items including construction debris, Landscape Waste, concrete, stone, dirt, large automobile parts, liquid waste, and tree stumps as part of the collection of bulk items.”

2. Section 3.9 of the Franchise Agreement, entitled “Unlimited Refuse Disposal at the Transfer Station” shall be deleted in its entirety and reserved for future use. With the deletion and reservation of Section 3.9, the Franchisee’s obligation to accept refuse disposal at the Northbrook Transfer Station shall cease.

C. **Notices to Waste Management**. Notices and communications to Waste Management shall be made in accordance and full compliance with Section 9.14 of the Franchise Agreement and shall be addressed to, and delivered at, the following addresses:

Waste Management of Illinois, Inc.  
Attn: Sr. District Manager  
230 Sumac Road  
Wheeling, IL 60090

With a copy to:  
Waste Management of Illinois, Inc.  
Attn: Micah Hamstra, Senior Legal Counsel  
720 E Butterfield Road, 4<sup>th</sup> Floor  
Lombard, IL 60148  
mhamstra@wm.com

D. **Authority to Execute**. Waste Management hereby warrants and represents to the Village (1) that it has the right, power, and authority to enter into this First Amendment & Assignment and to agree to the terms, provisions, and conditions set forth herein; (2) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken; and (3) that neither the execution of this First Amendment & Assignment nor the performance of the obligations assumed by Waste Management hereunder will (a) result in a breach or default under any agreement to which Waste Management is a party; or (b) violate any statute, law, restriction, court order, or agreement to which Waste Management is subject.

E. **Legal Effect**. All terms, conditions, and provisions of the Franchise Agreement not expressly amended by this First Amendment & Assignment shall remain unchanged and in full force and effect. To the extent that the terms and provisions of this First Amendment & Assignment conflict with the Franchise Agreement, the terms and provisions of this First Amendment and Assignment will control.

IN WITNESS WHEREOF, the parties to this First Amendment & Assignment have caused this instrument to be executed as of the day and year first written above.

WASTE MANAGEMENT OF ILLINOIS, INC.

By: [Signature]  
Name: KENT HANRELL  
Title: Area Director Public Sector  
Date: 11/15/2021

VILLAGE OF NORTHBROOK

By: [Signature]  
Name: Kathryn Ciesla  
Title: Village President  
Date: 12-14-2021

ATTEST/WITNESS

By: [Signature]  
Its: SR. CONTRACTS MANAGER

ATTEST/WITNESS

By: [Signature]  
Its: Village Clerk