

**AMENDMENT TO AND RENEWAL OF FRANCHISE CONTRACT FOR
REFUSE COLLECTION, DISPOSAL AND RECYCLING SERVICES
AS A RESIDENTIAL SCAVENGER**

This Amendment to Franchise Contract for Refuse Collection, Disposal and Recycling Services as a Residential Scavenger (the "Amendment"), is made and entered into on April 16, 2015, by and between the Village of Hanover Park, a Municipal Corporation (the "Village") and Allied Waste Services of North America, LLC, a Delaware limited liability company d/b/a Allied Waste Services of Elgin ("Residential Scavenger").

Recitals

A. The Village and Residential Scavenger entered into that certain Franchise Contract for Refuse Collection, Disposal and Recycling Services on May 20, 2010 (the "Contract") pursuant to which Residential Scavenger was granted the exclusive franchise for the collection and disposal of refuse and recycling.

B. The Village has selected its option to extend the Contract for a period of five years commencing on July 1, 2015.

C. The Village and Residential Scavenger desire to enter into this Amendment to extend the term of the Contract and to revise certain terms of the Contract as more fully set forth in this Amendment.

Contract

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Village and Residential Scavenger agree as follows:

1. Extension of Term. The parties agree to extend the Contract for an additional five years, commencing on July 1, 2015 and expiring on June 30, 2020 (the "Extended Term"). The parties shall have the right to extend the Extended Term for an additional five years upon mutual agreement.

2. Rates for Services. The parties agree the following rates shall apply during the Extended Term. Residential Scavenger shall charge the rates set forth in Section 7A of the Contract in the column entitled "Rate Per Dwelling Unit/Month 7/01/14 to 6/30/15" through July 1, 2016. Commencing on July 1, 2016 and on each July 1st thereafter, Residential Scavenger shall increase by the agreed upon rates (the "Annual Increases"). The rate adjustments are set forth in the chart below:

	Year 1		Year 2		Year 3		Year 4		Year 5	
	07/01/14 to 06/30/15	07/01/15 to 06/30/16	07/01/16 to 06/30/17	07/01/17 to 06/30/18	07/01/18 to 06/30/19	07/01/19 to 06/30/20				
Single Family, Duplexes, Triplexes	\$ 22.46	\$ 22.46	\$ 23.19	\$ 23.94	\$ 24.72	\$ 25.53				
Court J Homeowners	\$ 21.27	\$ 21.27	\$ 21.96	\$ 22.68	\$ 23.41	\$ 24.17				
Fremont Junction Homeowners	\$ 19.71	\$ 19.71	\$ 20.35	\$ 21.01	\$ 21.69	\$ 22.40				
Harford Square Homeowners	\$ 21.27	\$ 21.27	\$ 21.96	\$ 22.68	\$ 23.41	\$ 24.17				
Larkspur Homeowners	\$ 19.71	\$ 19.71	\$ 20.35	\$ 21.01	\$ 21.69	\$ 22.40				
Olde Salem Homeowners	\$ 18.66	\$ 18.66	\$ 19.27	\$ 19.89	\$ 20.54	\$ 21.21				
Rainbow Pointe Sacramento	\$ 21.27	\$ 21.27	\$ 21.96	\$ 22.68	\$ 23.41	\$ 24.17				
Rainbow Pointe West	\$ 21.27	\$ 21.27	\$ 21.96	\$ 22.68	\$ 23.41	\$ 24.17				
Savannah Subdivision	\$ 21.27	\$ 21.27	\$ 21.96	\$ 22.68	\$ 23.41	\$ 24.17				
Tall Oaks of Hanover	\$ 21.27	\$ 21.27	\$ 21.96	\$ 22.68	\$ 23.41	\$ 24.17				
Tanglewood Homeowners	\$ 15.71	\$ 15.71	\$ 16.22	\$ 16.75	\$ 17.29	\$ 17.85				
Church Street Station	\$ 21.27	\$ 21.27	\$ 21.96	\$ 22.68	\$ 23.41	\$ 24.17				

Other Rates

Seasonal Yard Waste Cart Service (96 gallon)	\$ 25.45	\$ 25.45	\$ 26.28	\$ 27.13	\$ 28.01	\$ 28.92
Yard Waste Sticker (per Bag)	\$ 2.55	\$ 2.55	\$ 2.65	\$ 2.65	\$ 2.85	\$ 2.85
Special Pick up (per cubic yard)	\$ 24.00	\$ 24.00	\$ 25.00	\$ 25.00	\$ 26.50	\$ 26.50
Appliance (White Goods Pickup Rate (per appliance)	\$ 30.00	\$ 30.00	\$ 35.00	\$ 35.00	\$ 40.00	\$ 40.00
Additional Refuse Toter (64 gallon) per month	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Additional Refuse Cart (96 gallon) per month	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00

3. Fall Leaf Collection. In addition to Section 12 E. (page 10 of the current contract) the Residential Scavenger will provide, all eligible households located within the Village's corporate boundaries shall be provided with free, unstickered bagged leaf collection services during the month of November of each year. Residential Scavenger shall collect those leaves and deliver them to its yard waste disposal facility. Additionally, to the extent that the Village collects any fall leaves during the month of November, the Village may deliver such leaves, free of charge, to Residential Scavenger's designated yard waste disposal facility in Elgin, Illinois.

4. Billing Services. If the Village elects to perform the billing services during the Extended Term, Residential Scavenger agrees to pay to the Village a franchise fee of 7% (versus 5% as set forth in Section 2 of the Contract) of the total aggregate billing and/or collections for services rendered under Section 7A of the Contract during the period of time in which the Village is performing the billing services. Additionally, if the Village elects to perform the billing services, Contractor will reduce the Annual Increases from 3.25% to 3% during the period of time in which the Village is performing the billing services.

5. Additional Services. Should the Village desire to retain Residential Scavenger to provide collection and disposal services for food organics, batteries and light bulbs recycling and/or electronic waste recycling during the Extended Term, the

parties agree to negotiate the pricing for such services, and if they agree on the scope and pricing of such services, to amend the Contract to add such services.

6. Title to Waste. The parties agree that at no time shall Contractor take title to Hazardous Waste and that title to such Hazardous Waste shall remain with the generator of such waste.

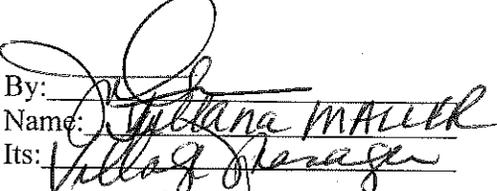
7. Conflict. In the case of a conflict in meaning between the Contract and this Amendment, this Amendment shall prevail.

8. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect.

9. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Village and Residential Scavenger have caused this Amendment to be executed as of the date first written above.

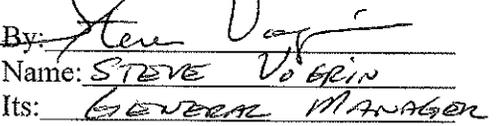
Village of Hanover Park, Illinois

By: 

Name: Juliana Mallik

Its: Village Manager

Allied Waste Services of North America, LLC

By: 

Name: STEVE VOBRI

Its: GENERAL MANAGER