



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

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Alderman Tom Porter,	1 st Ward	F&P Vice Chairman, C-CCC
Alderman Daniel Snow,	2 nd Ward	BPZ Chairman, C-CCC CO-Chairman
Alderman Michael Borowicz,	2 nd Ward	Public Safety Vice Chairman, C-CCC
Alderman Wendy Frank,	3 rd Ward	C-CCC Vice Co Chairman
Alderman Thomas Ratcliffe,	3 rd Ward	F&P Chairman
Alderman Ronald Brooks,	4 th Ward	Public Works Chairman
Alderman George Crawford,	4 th Ward	Public Safety Chairman
Alderman Mark Sanderson	5 th Ward	BPZ Vice Chairman
Alderman Marsha Freeman,	5 th Ward	C-CCC

AGENDA
July 10, 2017
6:00 p.m.
City Council Chambers
401 Whitney Boulevard
Belvidere, Illinois

Call to Order: Mayor Chamberlain

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business:

(A) Jack Pease, Ipsen Road.

2. Building, Planning & Zoning, New Business: None.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

- (A) General discussion on flooding/storm sewers/backups.
- (B) WWTP Sludge Thickening Improvements – Bid Tabulation.
- (C) Well #7 Repairs.
- (D) Ordinance Authorizing the Settlement of Certain Claims Surrounding
Aerator Blowers for the Waste Water Treatment Plant.
- (E) Abandon Houses – Blight Grants.
- (F) St James Catholic School – Block Party Request.

5. Adjournment:

CITY OF BELVIDERE

BACKUP CONTROL MEASURES

ADMINISTRATIVE POLICY

PURPOSE: The City of Belvidere provides a sanitary sewer system that is capable to convey and treat sewage from all of its residents. The sanitary sewer system handles all normal flow conditions without risk to homes and private property. However, the sanitary sewer mains can overload from time to time and cause the backup of sewage into basements at various locations within the City. The purpose of this policy is to define the general guidelines and procedures to be followed for the approval and implementation of backup control measures to alleviate recurring sewer backups. This policy is limited to the cost of plumbing improvements as a preventative measure and does NOT include payment for damages that might have occurred with a sanitary sewer backup. Any requests for reimbursement of property damages shall be reviewed on a case by case basis as claims are filed with the City's insurance carrier.

This policy only applies to properties and conditions that result when the sanitary sewer main fills and backs up into a home or building. This policy and the sharing of costs for preventative measures do not apply to other drainage and/or flooding problems that a property owner may experience. These excluded problems include, but are not limited to, failure of a sump pump, groundwater seepage or flow into a basement, surface water runoff flow into a basement, or problems with the plumbing system of a home or building.

ELIGIBILITY: The City of Belvidere will share in the cost of making improvements to private property for control measures to reduce future problems of sanitary sewer backups only for properties that have experienced these problems on one or more occasions and have reported those conditions and problems previously to the Public Works Department.

TYPICAL CONTROL MEASURES: The existing conditions at each location will vary, and, as a result, the type of backup control measures to be provided will vary from location to location. Conditions such as depth of the sewer main, depth of the sewer service, elevation of the lowest floor of the building, type of use of the lowest floor of the building, number and type of plumbing fixtures in the lowest level of the building and age and condition of the existing building plumbing may impact the choice of the backup control measures that may be installed at each location. Following is a list of typical measures that a property owner should consider:

Installation of floor drain plugs or standpipes.
Installation of a manual check valve on the building sewer service.
Installation of an automatic check valve on the building sewer service.
Elimination of plumbing drains in the lower level.
Conversion of building drains to overhead sewers and installation of an ejector pump.

CHANGES TO BE EXCLUDED: The City will not share in the cost of any changes to the building plumbing that are due to or include:

Improvements to a building sewer that are part of normal maintenance.
Any connections of the building roof drains to the sanitary sewer service.
Any connections of the building footing drains to the sanitary sewer service.
Any connection of the building sump pump to the sanitary sewer service (which violates city code).
Installation of a sump pump to control groundwater.

OWNERSHIP AND MAINTENANCE: Any improvements completed under this policy shall be a part of the building plumbing. The property owner shall be solely responsible for all future maintenance, repair, cleaning, and replacement of these items.

PRIOR WRITTEN CONFIRMATION: The City will provide sharing of costs for the installation of certain backup control measures only when such cost sharing has been approved in writing by the City of Belvidere prior to any costs being incurred. ***THE CITY WILL NOT BE RESPONSIBLE FOR SHARING OF COSTS FOR CHANGES AND IMPROVEMENTS MADE BY ANY PROPERTY OWNER WHEN PRIOR WRITTEN APPROVAL WAS NOT OBTAINED FROM THE CITY.*** The City reserves the right to reject any request that does not comply with this policy or which proposes a backup control measure which in the City's opinion is inappropriate or ineffective.

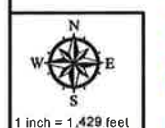
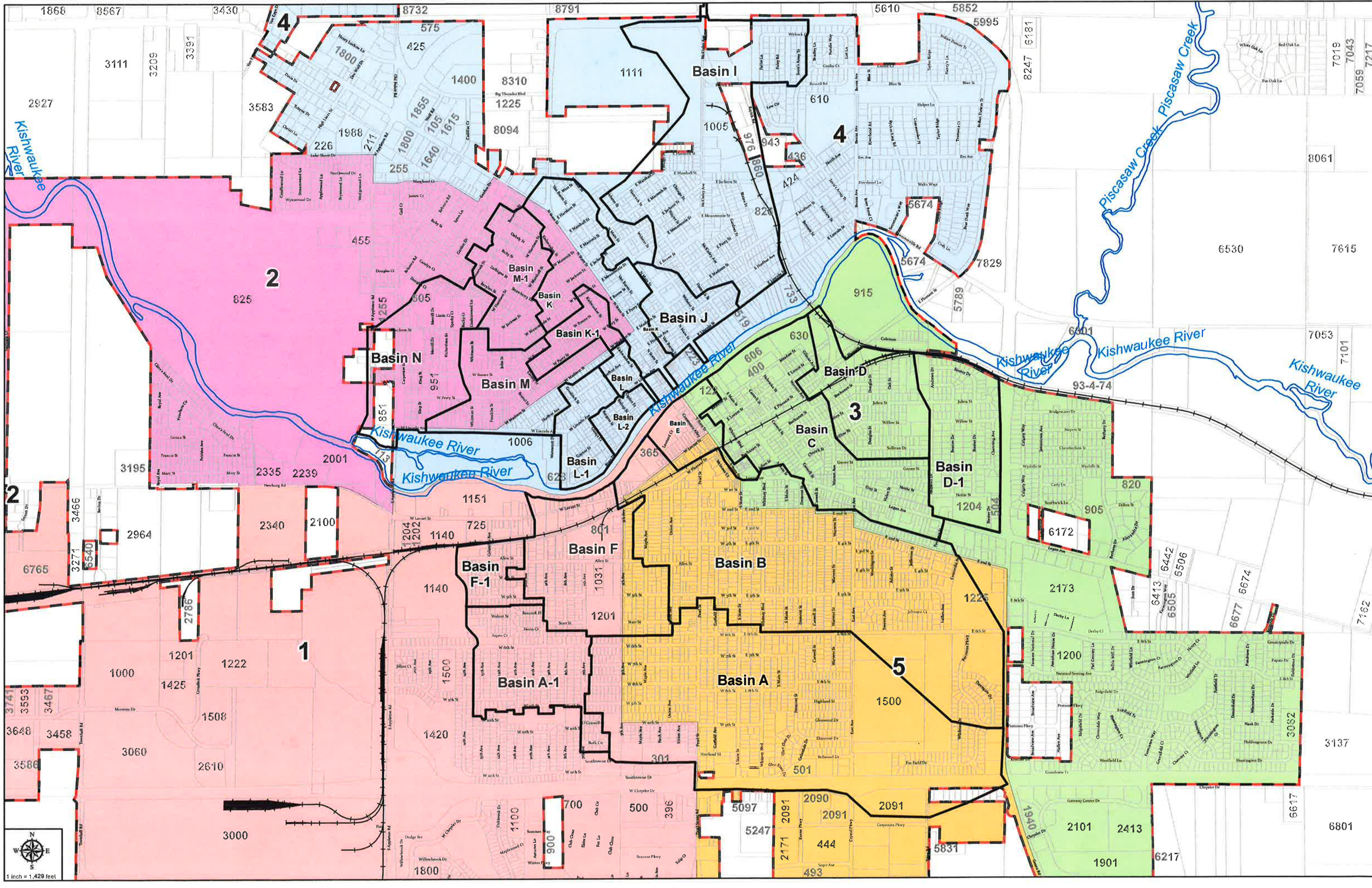
COMPLETION OF CONTROL MEASURES: The property owner is required to obtain a written quote for the proposed improvements to be submitted for the City's approval. Once the City has issued the written confirmation and approval for the cost sharing, the property owner may then have the work completed. The property owner shall hire a qualified plumber, licensed to work in the State of Illinois, to complete the improvements. The property owner is responsible for making all payments to the contractor and shall be responsible to coordinate, plan and schedule the improvements.

LIMITATION OF COSTS: When the other general conditions of this policy have been met, the City shall reimburse a portion of the cost of installing a City approved backup control measure as set out below:

The maximum reimbursement of costs to be paid by the City to the property owner is limited to the lesser of fifty percent (50%) of the actual cost to complete the authorized improvement or \$2,500.00.

Once the work has been completed, and the completed work has been inspected and approved by the City's Plumbing Inspector, the property owner must submit a copy of the final paid invoice within a maximum of six (6) weeks of the date of the approval of the City's Plumbing Inspector.

Failure to comply with any part of this policy, including, but not limited to, timely Submission of paid invoices may result in denial of reimbursement.



1 inch = 1,429 feet

To: Mayor Chamberlain, Council members and Bret Anderson

RE: Street Flooding IE. 100 year floods

Date: 7-6-2017

Flooded Areas

7th Ave. and W. 7th Street

8th Ave. Area of 1405 and 1412

9th Ave. Area of 1402 and 1412

10th Ave. Area of 1402 and 1412

11th Ave. Area of 1324 and 1406

12th Ave. Area of 1324 and 1404

East Ave. and E. 4th Street

Warren Ave. Area of 926

Caswell Street Area of 912

Fremont and E. 4th Street

Cedardale Dr. and Elwood Dr.

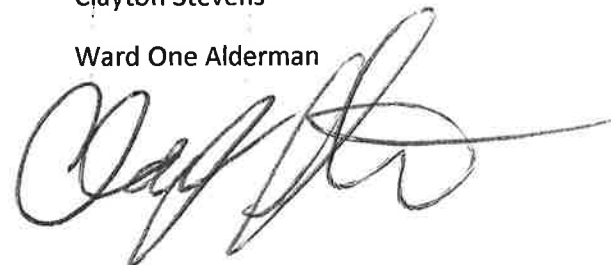
Bellwood Dr. 510, 520 and 530

The above streets were flooded with water standing in the street, with at least one foot of water. Bellwood had two feet of water flooding most of the basements in the area. The water comes under Rt.20 and floods the area in minutes. 415 E. 8th Street had sewage backing up into their basement.

This is a problem that has gone on for over 20 years for most of the homes in these areas. I have talked to longtime residents that feel abandoned by the City of Belvidere. Many have complained numerous time over the years and feel they have gotten just lip service with very little action. I know that the flooding is from intense short term storms referred to 100 year flood events. The 100 year flood events are now happening two or more times a year now. The City needs to rethink the reengineering and replacement of the City's storm water systems.

Clayton Stevens

Ward One Alderman

A handwritten signature in black ink, appearing to read 'Clayton Stevens', written over the typed name and title.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 6/28/2017
Re: Bid Tabulation – WWTP Sludge Thickening Improvements

The following bids were opened today to complete the sludge thickening improvements at the WWTP:

- | | |
|--|----------------|
| 1. Mechanical Inc
P.O. Box 690
Freeport, IL 61032 | \$1,545,000.00 |
| 3. Boller Construction Co, Inc.
3045 W Washington St
Waukegan, IL 60085 | \$1,597,000.00 |
| 5. Manusos General Contracting, Inc.
91 Christopher Way
Fox Lake, IL 60020 | \$1,646,000.00 |

The engineer's estimated construction cost for this project was \$1,990,000.00. The project is scheduled to be substantially complete by July 2018. The current budget includes \$2,100,000 for this project.

I would recommend approval of the low bid from Mechanical Inc, in the amount of \$1,545,000.00, to complete the sludge thickening improvements at the WWTP. This work will be paid for from the Sewer Depreciation Fund #06-08.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 7/6/2017
Re: Well #7 Repairs

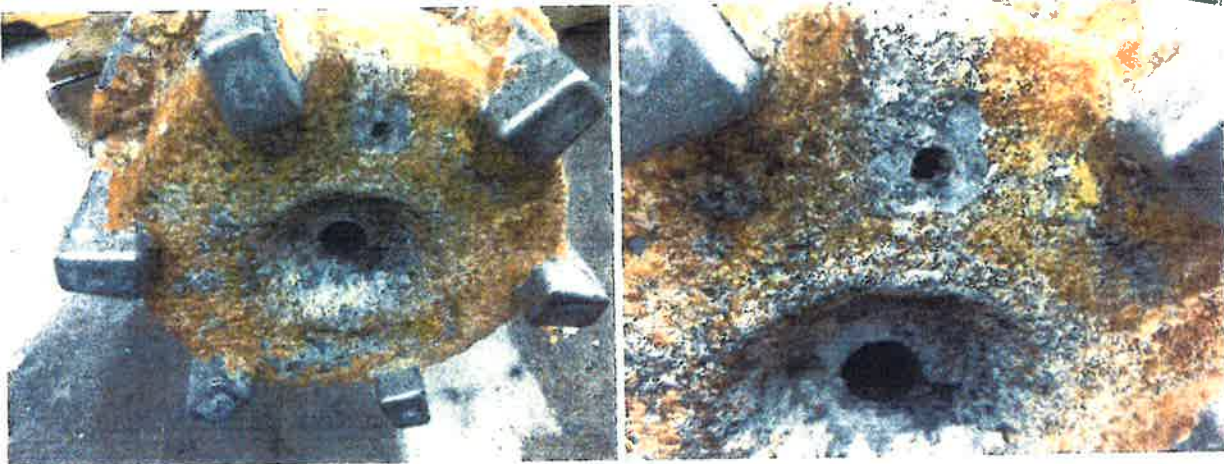
Well #7 stopped pumping on March 21st. As you may recall, we have not had very good luck with this well in the recent past, with our last repairs being done about one year ago. The pump and motor assembly has been pulled and inspected. The inspection found a thick mineral deposit on the motor which caused the motor to overheat and fail. Sand was found in the pump assembly which caused excessive wear to the point that it cannot be repaired. The well video shows build up on the walls as well as pockets of sand. In order to remove the build up and eliminate the sand pockets, the well should be rehabilitated by airbursting, which is the same method we used to rehabilitate well #9.

Great Lakes Water Resources will supply a new motor. It is believed that the settings of the cathodic protection installed by their sub-contractor, Earth Engineering, caused the calcareous deposits on the motor which lead to the overheating and failure. Earth Engineering is no longer in business and we have been working with Cathodic Protection Management to make the proper adjustments to the cathodic protection system.

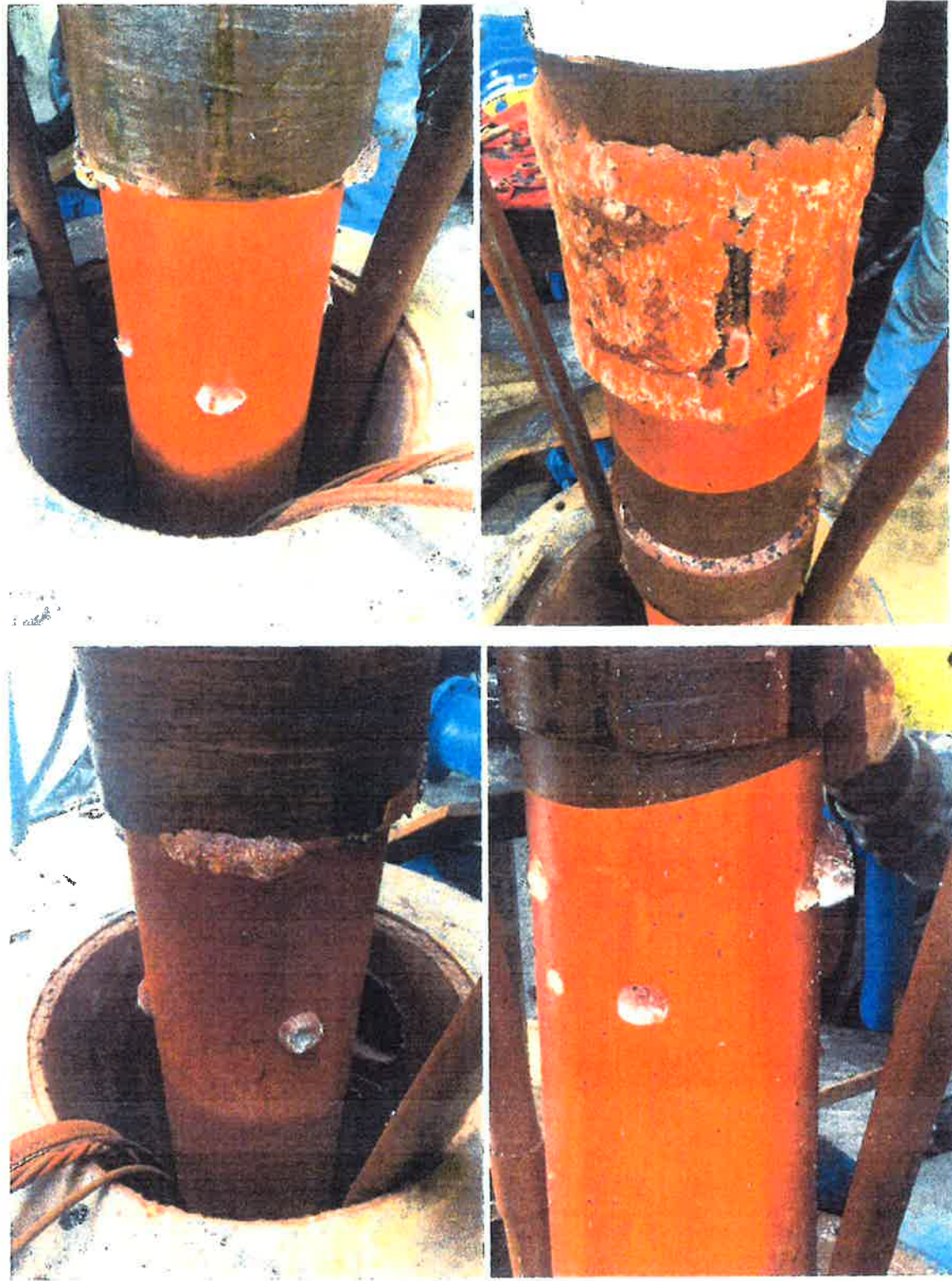
Attached to this memo is the cost estimate from Great Lakes Water Resources, in the amount of \$159,510.00, for the repair, rehabilitation and reinstalling well #7. I would recommend approval of their proposal. The cost of this work will be paid for from the Water Depreciation Account (#04-09), which has a current balance of \$1,668,437.00. Approval of this proposal will require a motion to waive the bidding process.

Belvidere #7 Pumping Equipment 2017

Motor:



Pipe/Anodes:



Belvidere #7 Bowl Assembly Inspection

Aaron Brown [a.brown@dsidsi.com]

Sent: 4/11/2017 3:14 PM

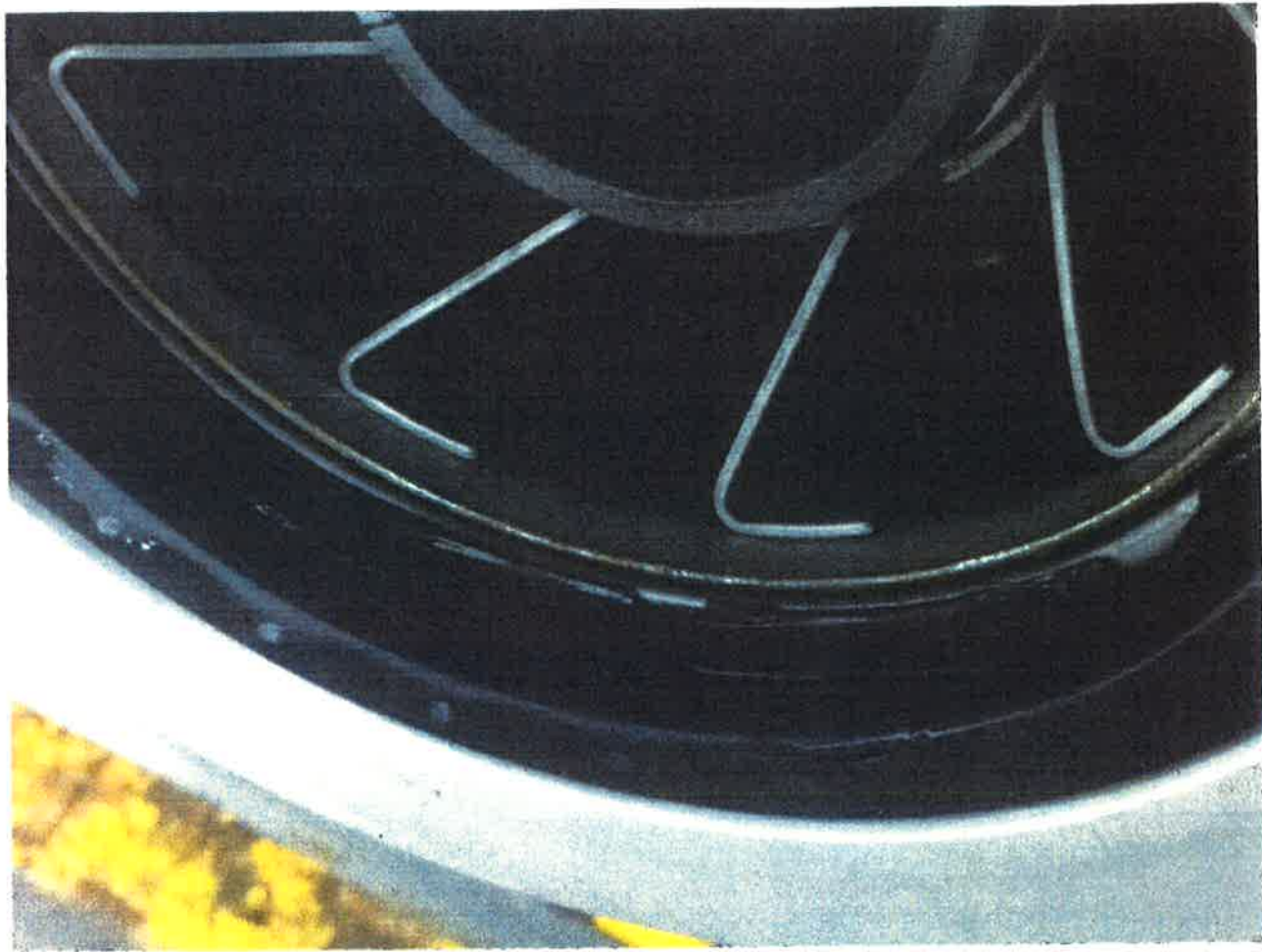
To: ernie@glwrg.com

Ernie,

Please see that attached photos. This is what we found when we inspected the bowl from Belvidere #7. There was excessive abrasive wear on the shaft below each impeller collet. Additionally, the SS wear rings on the bottoms of the impellers are scored and, in some cases, worn through. We also noticed some wear on the top of the shaft indicating an up-thrust condition (which we already knew). This pump end is not functional in its current state and we do not recommend repair or replacement and reinstallation until the abrasives situation in the well can be resolved.







Aaron Brown | Branch Manager | DSI Yorkville

a.brown@dsidsi.com | P: (800) 999-7167 | F: (888) 213-2929 | C: (630) 936-2480

www.dsidsi.com

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ORDINANCE #
AN ORDINANCE AUTHORIZING THE
SETTLEMENT OF CERTAIN CLAIMS
SURROUNDING AERATOR BLOWERS FOR THE
WASTE WATER TREATMENT PLANT

WHEREAS, in 2009 the City of Belvidere (the City) retained Baxter & Woodman, Inc. (“BWI”) to provide design services related to improvement of the City’s Waste Water Treatment Plant aeration system (the Project), including, but not limited to, the addition of four blowers (the Original Blowers) and later retained BWI to provide specified contract administration for the Project; and

WHEREAS, as a part of the Project, the City retained Concord Construction Services Inc. (Concord) to construct the Project; and

WHEREAS, as a part of completing the Project, the City obtained, through Concord, and Concord installed four blowers (the Original Blowers) manufactured by Houston Services Industries, Inc. (HSI); and

WHEREAS, the subsequent to the purchase and installation of the Original Blowers, Atlas Copco Compressors LLC (Atlas Copco) acquired the assets and Liabilities of HSI; and

WHEREAS, in the summer of 2011 the City notified BWI and HSI/Atlas Copco of defects in the Original Blowers’ performance and operation; and

WHEREAS, BWI has assisted the City in addressing the failed performance and operation of the Original Blowers at no cost to the City; and

WHEREAS, the City demanded that the original blowers be replaced by New Blowers by Atlas Copco; and

WHEREAS, the City claims that certain services performed by BWI related to the Original Blowers may have contributed to the problems experienced at the Waste Water Treatment Plant; and

WHEREAS, BWI and Atlas Copco deny the City’s claims but nevertheless wish to enter into an amicable settlement with the City and assist the City in rectifying the problems with the Original Blowers.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belvidere as follows:

SECTION 1: The Mayor is authorized to execute, and the City Clerk to attest, the Settlement Agreement and Release with Baxter & Woodman, Inc. which is attached hereto as Exhibit A.

SECTION 2: The Mayor is authorized to execute, and the City Clerk to attest, the Settlement Agreement with Atlas Copco Compressors LLC which is attached hereto as Exhibit B.

SECTION 3: The Mayor is authorized to execute, and the City Clerk to attest, the Service Plan Quote #141580048 (the Maintenance Agreement) with Atlas Copco LLC which is attached hereto as Exhibit C.

SECTION 4: For purposes of this Ordinance, and the approval of the Maintenance Agreement approved in Section 3 above, Section 5/8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), Division 9 of Article 8 of the Illinois Municipal Code (65 ILCS 5/8-9-1 et seq.) and Article VIII of Chapter 2 of the City of Belvidere Municipal Code (Sec. 2-700 et seq.) shall not apply to this Ordinance or the Maintenance Agreement and are expressly waived pursuant to the City's home rule authority.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye:

Voting Nay:

Absent:

APPROVED:

Mayor Michael W. Chamberlain

ATTEST:

City Clerk Shauna Arco

(SEAL)

Passed:

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into this ___ day of August, 2017, by and between the City of Belvidere ("City") and BAXTER & WOODMAN, INC. ("BWI"), hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, City is a home rule municipality located in Boone County, Illinois which owns, controls, and maintains certain public utility infrastructure systems, including various wastewater collection and wastewater treatment systems for the benefit of its citizens and businesses (collectively the "WWTP").

WHEREAS, in 2009, City retained BWI to provide professional engineering design services ("BWI Services, Part I") related to the WWTP's activated sludge aeration system, including the addition of four blowers ("Original Blowers") manufactured by, among others, Houston Services Industries, Inc. ("HSI") to provide air for the WWTP's aeration system (the "Project").

WHEREAS, the Project specifications called for the installation of the Original Blowers selected by the awarded contractor, Concord Construction Services, Inc.

WHEREAS, in 2010, City and BWI entered into an agreement for BWI to provide specified contract administration and part-time resident project representation for the Project ("BWI Services, Part II").

WHEREAS, Concord elected to install the Original Blowers manufactured by HSI as part of the Project, and thereafter submitted installation shop drawings to BWI for its review, which review was performed.

WHEREAS, Concord installed the Original Blowers manufactured by HSI as part of the Project.

WHEREAS, Atlas Copco Compressors LLC ("Atlas Copco") acquired the assets and liabilities of HSI.

WHEREAS, in the summer of 2011, City and BWI notified Concord and HSI/Atlas Copco of deficiencies in the Original Blowers' performance and operation related to, among other things, fast cycling, motor and controls failures, and demanded their repair.

WHEREAS, commencing in 2011, HSI and Atlas Copco repaired and/or replaced components of the Original Blowers and their controls when they failed.

WHEREAS, BWI provided City with various design and coordination services to assist it in addressing the failed performance and operation of the Original Blowers.

WHEREAS, City demanded the Original Blowers be replaced with New Blowers by Atlas Copco which it has agreed to provide.

WHEREAS, City claims that certain BWI Services (Parts I and II) related to the Original Blowers (“BWI Original Blower Services”) might have contributed to blower problems experienced at the WWTP (“Claims”).

WHEREAS, BWI denies committing any wrongful acts/omissions and further denies any liability to City relating to BWI Original Blower Services, the Original Blowers, the Project and the Claims.

WHEREAS, the Parties wish to enter into this Settlement Agreement and Release for the purpose of fully, finally, and completely resolving, settling, and compromising all claims that City had, has or may subsequently have against BWI arising from and relating to BWI Original Blower Services, the Original Blowers, the Project and the Claims.

NOW, THEREFORE, in consideration of the above Recitals, which the Parties stipulate are factually true and correct, and in consideration of the performance of their mutual obligations, undertakings, and covenants in this Agreement, the legal sufficiency of which is stipulated, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Agreement and shall be deemed an integral part of it.
2. **Agreed Terms of Settlement.** BWI shall provide the services identified on the “Scope of Services” attached hereto and incorporated herein as Exhibit “A” at no charge to City.
3. **Satisfaction of Claims.** Provided the terms of Article 2 herein are met, BWI shall be deemed to have completely and fully satisfied all claims which City had, has, or may have against BWI relating to BWI Original Blower Services, the Original Blowers and the Claims, but without prejudice to any claims for breach of this Agreement.
4. **Representations and Warranties.** The Parties represent and warrant to each other as follows:
 - (a) They have full authority to enter into this Agreement and to execute, deliver, and perform this Agreement;
 - (b) The Parties have not and shall not grant, assign, sell, transfer, dispose of, or convey, and have not committed to grant, assign, sell, transfer, dispose of, or convey any rights, claims, causes of action, demands, liabilities, securities, obligations, or debts covered by this Agreement;
 - (c) The Parties have not made, entered into, or committed to enter into any agreements or obligations inconsistent with this Agreement;
 - (d) The Parties are not aware of any claim by any third party that would interfere in any way with the performance of any obligations of the Parties required by this Agreement; and

(e) Nothing in this Agreement shall constitute or be construed as an admission or concession of liability by BWI (which liability it expressly denies).

5. **Release.** City, its respective administrators, affiliates, agents, assigns, attorneys, beneficiaries, board members, directors, divisions, employees, insurers, lenders, members, officers, partners, predecessors, principals, privies, representatives, servants, subrogees, subsidiaries, successors, and trustees, past and present, do forever release, remise, and discharge BWI and its owners, officers, shareholders, members, directors, partners, principals, representatives, agents, servants, employees, subsidiaries, divisions, parents, affiliates, administrators, attorneys, insurers, privies, predecessors, successors, and assigns, past and present, from any and all debts, damages, demands, claims, charges, costs, expenses, liabilities, losses, obligations, suits, liens, judgments, dues, sums of money, fees, and causes of action of every kind, whether at law or in equity, including tort, contract, indemnity, warranty, subrogation, contribution, and all statutory and/or regulatory-based claims, or otherwise, including all claims for legal fees and costs, which City had, has or may have asserted against BWI relating to BWI Original Blower Services, the Original Blowers, the Project and the Claims.

6. **Confidentiality.** BWI acknowledges that, pursuant to 5 ILCS 140/2.20 of the Illinois Freedom of Information Act, settlement agreements entered into by or on behalf of City may be deemed public records subject to inspection and copying by the public. Should City receive a FOIA request from a third-party for the inspection and/or copying of this Agreement, City will provide timely notice to BWI of that request before providing any response thereto. The City shall not be liable for any damages arising from its failure to provide such notice.

7. **Non-Disparagement.** If asked about this matter by a third-party, the Parties agree to state the matter was amicably resolved. Further, they agree to use their best efforts to not make any statement which is either negative or critical of the other party regarding the BWI Original Blower Services.

8. **Further Assurances.** The Parties agree to cooperate with each other and to deliver or cause to be delivered any instruments or other documents reasonably requested to consummate the transaction provided for in this Agreement and to effectuate its provisions.

9. **Final Agreement.** This Agreement constitutes the entire integrated agreement of the Parties relating to its subject matter. It supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. The Parties have not relied upon any promises, representations, warranties, agreements, covenants, or undertakings not otherwise expressly set forth in this Agreement.

10. **Amendment.** No amendment or modification of any provision of this Agreement shall be effective unless it is in writing and signed by all Parties to this Agreement.

11. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois as if jointly written by both Parties. The Parties further acknowledge the inapplicability of the law of any other jurisdiction.

12. **Jurisdiction And Forum Selection.** The Parties acknowledge that they have not entered into any agreement to arbitrate any claim, dispute, or controversy which may arise out of this Agreement. The Parties agree that any lawsuit to adjudicate any claim, dispute, or controversy that arises out of, relates to, or is incidental to their rights and obligations under this Agreement shall be filed in the Circuit Court of Boone County, Illinois, and that the Parties agree to consent to and waive any objections to personal jurisdiction, venue, or convenience in said Court. In any such enforcement proceeding, said Court may direct any Party to execute any stipulation, instrument, or other document, and to take all such other actions as may be reasonably requested to consummate the transactions provided for in this Agreement and to effectuate its provisions and intent.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile and scanned electronic copies shall have the same force and effect as the original.

14. **Expenses.** Each Party shall bear its own costs, expenses, and attorney fees incurred in connection with the preparation of this Agreement and in the consummation and preparation for the transactions contemplated by this Agreement,

15. **Assignment.** Neither this Agreement nor any right created by this Agreement shall be assignable by either Party without the prior written consent of both Parties.

16. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law. If any one or more of the provisions of this Agreement is held invalid, illegal, or unenforceable in any respect for any reason, such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability and the remainder of the Agreement shall not be held invalid, unless such a construction would be unreasonable.

17. **Non-Waiver.** No delay or omission by any Party to exercise any right or remedy upon breach of this Agreement shall be construed as a waiver of such right or remedy.

This Settlement Agreement and Release consists of five (5) pages.

City of Belvidere

By _____

CITY OF BELVIDERE, ILLINOIS
WASTE WATER TREATMENT PLANT IMPROVEMENTS
CONSTRUCTION RELATED SERVICES

HSi BLOWER REPLACEMENTS

EXHIBIT A

SCOPE OF SERVICES

1. GENERAL

- Act as the Owner's representative with duties, responsibilities and limitations of authority as agreed.

2. OWNER

- The City will act as the General Contractor and contract directly with the mechanical, electrical and SCADA/control subcontractors, all of which shall be referred to collectively as "Contractors":
 - Mechanical subcontractor: Ceroni Piping Company
 - Electrical subcontractor: Engel Electric
 - SCADA/Controls: Atlas Copco

3. PROJECT INITIATION

- Prepare agenda, attend, and distribute minutes for the preconstruction conference, and review the contractors' proposed construction schedules.

4. CONSTRUCTION ADMINISTRATION

- Review the requests for payment submitted by the mechanical and electrical contractors as construction work progresses, and notify the Owner of amounts due and payable to the contractors. Up to three pay requests are expected and included in this Scope:
 - The first request after materials are delivered to the site.
 - The second request after the first two blowers are installed.
 - The third request when the work is complete.
- Provide written responses from Engineer to requests for information submitted by Owner and contractors.
- Engineer's Project Manager or Design Manager will visit site for commissioning and start-up of first set of two blowers, commissioning and start-up of second set of two blowers, generation of deficiency list for each set of blowers, and final walkthrough as needed (B&W expects this effort could take up to 40 hours in total).

5. FIELD OBSERVATION

- Engineer will provide Resident Project Representatives ("RPR") at the construction site on a periodic part-time basis. Engineer projects the RPR will be on site no more than four (4) hours per regular weekday for observation purposes, not including legal holidays, and no more than 60 total hours for the key construction milestone activities (defined by the Engineer below) to assist the contractors, if requested, with interpretation of the Drawings and Specifications, to observe in general if the

contractors' work is in conformity with the Final Design Documents, and to assess the status of the contractors' work progress in relation to the construction schedules:

- Onsite discussion and coordination with and among the Contractors prior to commencement of the removal of the existing first set of blowers, demolition of associated existing air piping, and installation of new air header piping and appurtenances.
 - Onsite discussion and coordination with and among the Contractors prior to commencement of the removal of existing second set of blowers and demolition of associated existing air piping.
 - Onsite observation of modifications to existing concrete pad including placement of reinforcement and forming for the new blowers prior to pouring of concrete.
 - Onsite observation of electrical and mechanical installation to generate list of deficiencies associated with new blowers prior to energizing and start-up.
 - Onsite observation of the commissioning and start-up of each set of blowers.
 - Onsite observation of the completed work to generate a final list of deficiencies.
 - Onsite observation to verify completion of the final list of deficiencies.
- Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the contract documents, that information shall be communicated to the contractor and Owner for them to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractors' work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or for any safety precautions and programs applicable to their work, or for site security and/or site/worker safety, nor for any failure of any contractor to comply with laws, codes and regulations applicable to the contractors furnishing and performing the work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work, or for any action taken by any contractor regarding the contract documents including their application, interpretation, or clarification of them.

EXHIBIT B

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between the City of Belvidere, (“the City”) and ATLAS COPCO COMPRESSORS LLC (“Atlas”) and is effective as of May 5, 2017 (“Effective Date”)

RECITALS

WHEREAS, The City purchased four (4) turbo Blowers from Houston Service Industries, Inc. (“HSI”) on or about March 25, 2010 (the “Original Blowers”);

WHEREAS, Atlas assumed the obligations of HSI pursuant to the Order in December 2014;

WHEREAS, the City claims that the Original Blowers have not met the reliability expected of equipment of similar capabilities;

WHEREAS, The City has worked with Atlas in an effort to reach a permanent solution resolving these ongoing issues with the Original Blowers, but The City does not believe that the issues have been resolved;

WHEREAS, Atlas has agreed to provide and pay a financial sum for the installation of (4) four magnetic bearing blowers, as further described in Attachment “A”, which is incorporated herein by reference (the “New Blowers”) in order to resolve the issues with the Original Blowers and all disputes between HSI, Atlas and BWWTP relating to the Original Blower and the Order.

The following provisions shall comprise this Agreement:

I. PERFORMANCE

- A. The foregoing recitals are incorporated as if fully set forth herein.
- B. Atlas’s Obligations:
 - 1. Atlas agrees to provide to The City, at no charge, the goods and services (if any) as set forth in Attachment “A” including the New Blowers. Atlas shall not be responsible for the installation of the New Blowers, but will provide payment to the Contractors of the City’s choice in an amount not to exceed \$98,755.00 dollars.
- C. City’s Obligations:
 - 1. City agrees to make ready and load the Original Blowers on transport provided by Atlas in exchange for the New Blowers.
 - 2. City shall be responsible for the engineering, electrical and installation of the New Blower. Atlas shall have no responsibility for the installation, electrical or engineering for the New Blowers, other than to compensate the contractors referenced in section A.1 of this agreement.
 - 3. Simultaneously herewith, the City agrees to execute both a 5-year Extended Warranty

II. RELEASE

In consideration of this Agreement, the City, for itself and its affiliates, subsidiaries, its shareholders, officers, directors, employees, representatives, agents, and all other persons or entities claiming by, through or under them hereby, knowingly and voluntarily, forever waives, covenants not to sue, releases, and discharges Atlas, HSI and their respective parent entities, subsidiaries, shareholders, officers, directors, employees, representatives and agents ("Released Parties") from all claims, demands, actions, and causes of action, or causes of liability, rights, and offset rights, whether at law or in equity, whether known or unknown, asserted or unasserted, including without limitation any form of injunctive or equitable relief, any award of actual, consequential, incidental, liquidated or other types or categories of damages, any award of punitive or exemplary damages, any claims for attorneys' fees or costs or expenses of litigation, and any other type of relief which it or any other person or entity claiming by, through or under it, has or may have against any of the Released Parties as of the Effective Date arising out of, relating to, or connected with the dispute pertaining to Original Blowers referenced in the Recitals to this Agreement, including, but not limited to, the Order. This release shall not prevent the City from asserting any claim, right or remedy arising under this Settlement Agreement and/or the Warranty.

Each party represents and warrants that (a) it has not assigned or transferred to any other persons or entities any of its claims, demands or causes of action settled or to be settled or released hereunder, (b) that it has the full power and authority to execute this Agreement on behalf of the entity for which it is signing, and to perform the obligations hereunder, (c) this Agreement is binding on and enforceable against the parties in accordance with its terms, and (d) the compliance by each party with its obligations hereunder will not conflict with or result in a breach of any agreement to which such party is a party or is otherwise bound.

III. LIABILITY LIMITATION

A. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSS, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, LOST PROFITS OR INTERRUPTION OF SERVICE (EVEN IF SUCH PARTY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY).

B. THE TOTAL LIABILITY OF ATLAS UNDER THIS AGREEMENT SHALL BE LIMITED TO \$487,000.00

IV. ADDITIONAL TERMS

A. By entering into this Agreement, neither of the parties intend to make, nor shall be deemed to have made, any admission of any kind.

- B. This Agreement supersedes any and all prior agreements, if any, whether written or oral, between the parties with respect to the subject matter contained herein.
- C. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party which shall not be unreasonably withheld.
- D. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

By their signatures below, the parties to this Agreement agree to the terms, conditions, and content expressed herein.

Atlas Copco Compressors LLC

City of Belvidere, Illinois

Name

Name

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENT "A"

- (4) ZB110VSD magnetic bearing turbo blower, 150KW (150HP) \$95,000/blower x 4 = \$380,000
- Shipping \$2,000/blower x 4 = \$8,000

- Up to \$98,754.00 dollars compensation paid to BWWTP selected contractors for installation cost assistance

- Start Up Assistance, and Training included up to 4 Days (\$4,000 dollars)

- Programming for Master Control Panel

EXHIBIT C

Atlas Copco CTS



Service Plan Quote #141580048

Committed to sustainable productivity.

WWTP-BELVIDERE

Attn: ~~Erent Anderson-Terry-Wickler~~
2001 NEWBURG RD
BELVIDERE, IL 61008

belwwtp@frontier.com

06/13/17



| Dear Brent Terry,

We appreciate your invitation to quote on an Atlas Copco Service Plan.

Service plans are specially designed to assure our customers high equipment efficiency and availability at minimum overall costs and worry-free operation. Atlas Copco will relieve you of the burden of maintenance planning and will take over responsibility for servicing your equipment on a regular basis.

When service is due, you will be notified and a mutually suitable date will be arranged. This will significantly reduce the chances of a breakdown, as potential problems will be recognised in advance and appropriate preventive measures can be taken before any problems occur and your production is jeopardized.

Atlas Copco is always available to provide you solutions for all of your blower needs, from generation to point of use, guaranteeing best performance from your whole system. Genuine parts and lubricants, specially developed for your equipment's needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

Hakan Nilsson

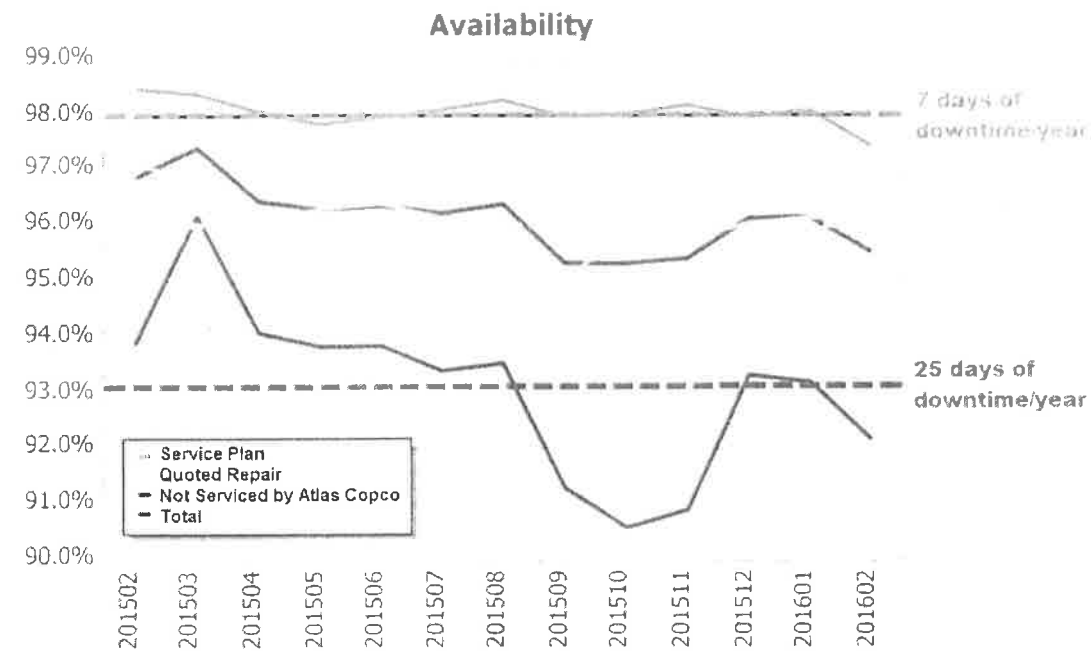
Product Marketing Manager - Low pressure and Vacuum

1800 Overview Drive
Rock Hill, SC 29730

Cell:
Fax:
hakan.nilsson@us.atlascopco.com



Increased Machine Availability with Service Plans



Atlas Copco equipment that is on a service plan with us averages 5% more uptime than equipment that is not serviced by Atlas Copco. That is an extra 18 days that your equipment is operational. How could an extra 18 days of uninterrupted production benefit your company?

This 5% increase in uptime is not an estimate, this is a real and calculated value by our SMARTLINK monitoring system that is installed on thousands of equipment across the USA.

DID YOU KNOW?

A single day of unscheduled downtime due to a compressor failure can cost much more than a year's worth of maintenance. By having the right maintenance solution, you can gain up to 18 days in machine uptime.

SMARTLINK gathers, compares and analyses data on the fly. When needed, it sends out warnings, both to our Central Command Centre and to your cell phone or email, allowing us to carefully plan and prepare service interventions. SMARTLINK also can provide performance and energy reports allowing you to monitor and tune your system's energy efficiency.

3 Levels of Monitoring			
OPTIONS	SERVICE	UPTIME	ENERGY
SMARTLINK Hardware	✓	✓	✓
Monthly Service E-mail	✓	✓	✓
Machine Status Overviews	✓	✓	✓
Quota Request	✓	✓	✓
Service Performance Dashboard	✓	✓	✓
Service Log	✓	✓	✓
SMS/E-mail Warning	✓	✓	✓
Event List	✓	✓	✓
Actual Machine Status	✓	✓	✓
Performance Indicators in Energy	✓	✓	✓
Related Dashboards	✓	✓	✓
Performance Indicators in Energy	✓	✓	✓
Related Graphs	✓	✓	✓
Reporting Function for Events, Energy, & Flow, Pressure and Dewpoint (PDF, Word, Excel)	✓	✓	✓

SMARTLINK is available in three different levels to monitor your compressed air production to the specific level that your business needs.





REASONS to rely on Atlas Copco Customer Support Plans



1

Most cost effective approach

A periodic check of your installation keeps your maintenance costs down. And when the costs are fixed and known in advance, you will have less administration costs and avoid unbudgeted surprises.



2

Longer life expectancy of your compressor installation

Regular maintenance significantly lowers the risk of deterioration and ensures that your installation will last longer. Our technician will notice and replace poorly working parts. A quick reaction and change of parts keep the machine running longer in working conditions.



3

Reliability, quality and productivity

Regular and well-performed maintenance assures the reliability of your installation and the quality of your compressed air. This way you lower the risks of a possible loss of quality of your production or a breakdown followed by production loss, which ultimately leads to lower profitability.



4

Global presence, local service

Atlas Copco Customer Support Plans are not limited by borders; from the extreme cold of Northern Canada to the deserts of central Australia, our approximately 3000 factory trained technicians are never more than a phone call away. Combined with our genuine parts distribution system, operating 24/7, you can rest assured your production continuity is in safe hands.



5

Energy savings

Regular replacement of worn out parts combined with the use of genuine Atlas Copco parts make your compressed air installation last longer and cause a minimal average pressure drop, which leads to energy savings.

Atlas Copco

Pricing

N°	Machine	Serial Number	Service Type	Service Schedule	hrs/ year	Visits/ year	Oil Type	OH	Mo	EI	FF	Sales Price per year
1	ZB 110VSD ANSI	New	Total Responsibility	ABABACABAB	Up to 4000	1.0	Y	Y	Y	Y	Y	\$ 5,854.25
2	ZB 110VSD ANSI	New	Total Responsibility	ABABACABAB	Up to 4000	1.0	Y	Y	Y	Y	Y	\$ 5,854.25
3	ZB 110VSD ANSI	New	Total Responsibility	ABABACABAB	Up to 4000	1.0	Y	Y	Y	Y	Y	\$ 5,854.25
4	ZB 110VSD ANSI	New	Total Responsibility	ABABACABAB	Up to 4000	1.0	Y	Y	Y	Y	Y	\$ 5,854.25

Total Net Price Per Year: \$ 23,417.00

OH	Compressor Overhaul
Mo	Electrical Motor Overhaul
EI	Electrical Parts
FF	Cooler Cleaning

Maintenance Activity Lists

ZB100-160VSD

Machine : ZB 110VSD ANSI S/N :						
Item	Description	A	B	C	D	E
1	Follow Customer Specific Safety Rules	x	x	x		x
2	Check controller via PC(vibrations,log)	x	x	x		x
3	Blastclean cubicle, dry air max.1bar	x	x	x		x
4	Check loose wiring & connections cubicle	x	x	x		x
5	Check blow-off operation	x	x	x		x
6	Check for air- water- & oil leakage	x	x	x		x
7	Clean fan cowls	x	x	x		x
8	Inspect motor bearing fans			x		x
9	Exchange seal cartridge of waterpump			x		x
10	Check operation of waterpump			x		x
11	Inspect bear. controller, repl. when nec.					x
12	Inspect module, repl. when necessary					x
13	Check converter (trending currents, t°)	x	x	x		x
14	Check Elektronikon functions	x	x	x		x
15	Check cooling water	x	x	x		x
16	Check air filter element(s)	x				x
17	Change air filter element(s)		x	x		x
18	Clean silencer, change if needed	x	x	x		x
19	Check condition of air intake chamber	x	x	x		x
20	Replace cubicle filters	x	x	x		x

Definitions and Conditions³

	Inspection Plan (IP)	Parts Plan (PP)	Preventive Maintenance Plan (PM)	Extended Warranty + (XT)	Total Responsibility Plan (TR)
Machine inspection	✓		✓	✓	✓
Detailed visit reports with recommendations via email	✓		✓	✓	✓
All parts and lubricants required for preventive maintenance		✓	✓	✓	✓
Expert labor included			✓	✓	✓
Travel and mileage included	✓		✓	✓	✓
Bumper to bumper warranty				✓	✓
Breakdown parts and lubricants				✓	✓
Breakdown labor				✓	✓
Breakdown travel and mileage				✓	✓
Scheduled overhaul included					✓
Automated visit scheduling	✓		✓	✓	✓
Automated parts ordering and shipping		✓	✓	✓	✓
Reliability related product updates					✓
Priority service			✓	✓	✓
Fixed yearly price for contract duration	✓	✓	✓	✓	✓

This table is an overview comparison of various Service Plans. Some of the above-referenced Service Plans might not be included in this Agreement. Refer to the 'Service Type' column in the Pricing and Services Summary to see which applies to your specific equipment.

Pre Work Site Assessment

Location/Customer site: _____ Date: _____

<u>Risk Analysis</u>	Yes	No	N/A	Corrective Action Taken?
Is there a Fall risk (compressor on platform, no safety railing, etc.) or ladder use?				
Is the lighting adequate?				
Is there risk of touching hot parts (burn hazard)?				
Is there a danger of flying dust?				
Is there fire exposure?				
Is there a fire extinguisher in the workplace?				
What process has the vacuum pump has been used for?				
What customer permissions are needed? (LOTO, Hot-work, Confined Space, etc.)				
If required, will adequate lifting equipment be supplied by the customer?				
Are there any other hazards not listed above?				
Given the hazards, what controls, including Personal Protective Equipment, are required?				
Other comments and considerations				

<u>Site Specific Requirements</u>	Yes	No	N/A	If yes, then how many hours?
Is additional time needed to access the equipment because it's in a difficult location?				
Is the equipment located outdoors?				
If the equipment is located outdoors, then is it covered and protected?				
Is there enough clearance around the equipment to access it properly?				
Is additional time needed due to security procedures?				
Is there safety or site training required?				
Is additional time needed for the LOTO process?				

The following conditions apply to the above:

- ~~1. This agreement may be cancelled by either party with 30 days written notice. The customer is entitled for a refund for any services that haven't been performed but already paid for.~~
- 2.1 Atlas Copco reserves the right to not renew a service agreement after expiry of the term.
- 3.2 Repairs or upgrades beyond the overhaul scope will be invoiced separately after authorisation by the customer.
- 4.3 Alternative air supply is not covered by service plans.
- 5.4 Breakdowns and repairs caused by negligence, abuse, operation outside specified parameters and due to maintenance due over 60 days are not covered by service plans.
- 6.5 Neither party shall be liable for any special, indirect, incidental, punitive or consequential damages, including, but not limited to, loss of total or partial use of products, downtime cost, and loss of profits or revenues.

This quote is valid for **30 days** from generation.

Number of invoices per year: 1 in June

Agreement duration: 10 years

P.O. / Agreement # _____

Expiry date _____

By signing this agreement you are authorizing Atlas Copco Compressors LLC to automatically invoice as detailed above, using the PO/agreement number stated in this document.

Pricing includes freight.

Pricing does not include any applicable taxes.

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Atlas Copco SERVICE TERMS AND CONDITIONS form an integral part of this quotation

Quoted service type 'Definitions and Conditions' apply.

Quote Nr.: **141580048-2**

Atlas Copco Compressors LLC

Signature _____

Printed name _____

Date _____

WWTP-BELVIDERE

Signature _____

Printed name _____

Date _____

Service Terms and Conditions
(Revised April 20, 2011)

Atlas Copco Compressors LLC (a Delaware limited liability company having its principal place of business at 1800 Overview Drive, Rock Hill, South Carolina 29730, USA) is referred to herein as "Atlas Copco", and the customer or legal entity purchasing a service from Atlas Copco is referred to as the "Customer".

These Service Terms and Conditions along with Atlas Copco's applicable proposal/quotation ("quotation") constitute the complete and exclusive statement and understanding of the terms of the agreement governing the supply of service by Atlas Copco to the Customer. The Customer's issuance of a purchase order and/or the Customer's acceptance of any work performed by Atlas Copco shall constitute acceptance of these Service Terms and Conditions. Notwithstanding any contrary provision in the Customer's purchase order or other document, commencement of performance by Atlas Copco shall not constitute acceptance of the Customer's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the these Service Terms and Conditions. Any and all terms, conditions, and other provisions from the Customer (whether or not contained in a request for quotation, purchase order, or otherwise) which are inconsistent with or in addition to these Service Terms and Conditions are rejected and shall not be binding on Atlas Copco. No waiver, alteration, amendment, or other modification of these Service Terms and Conditions shall be binding on Atlas Copco unless made in a writing (identifying the applicable quotation number and clearly identifying and agreeing to the modification) signed by an authorized Atlas Copco manager at Atlas Copco's offices and mutually agreed by both parties.

1. Quotation Validity

Unless otherwise expressly stated in the quotation, the quotation is valid for a period of 30 days after it is issued by Atlas Copco. Beyond that, quotations will require confirmation or adjustment by Atlas Copco.

2. Terms of Payment

Unless otherwise expressly agreed in writing by Atlas Copco, each invoice is due and payable 30 days after the invoice date. The Customer shall have no rights to any setoffs relating to any payments due under this Agreement. Atlas Copco reserves the right to charge interest at the lower of an annual rate equal to 12% or any applicable maximum statutory rate on all unpaid amounts calculated on a day to day basis until the actual date of payment, in the event of late payment.

3. Price Adjustments

Regardless of the duration of the term and even if the price is stated as a fixed annual price, the price is subject to an adjustment at any time during the term if any major change occurs in the operating or site conditions of the compressor. Major changes to the operating or site conditions of the compressor include but are not limited to: Customer's act of moving the compressor (even within the facility), or placing another piece of equipment in such a way that coolant air inflow into the compressor is affected, or making electric power-related changes, or exceeding the compressor's estimated yearly running hours (specified in the quotation's Pricing and Services Summary, in the column entitled "Estimated Running Hours per Year") by more than one thousand (1,000) hours. In addition, the price is subject to an adjustment at any time if there is any addition of service.

4. Taxes

The price does not include taxes. Any and all applicable taxes will be added to any price payable by the Customer.

5. Service

a. Atlas Copco will provide the number of visits indicated in the quotation's Pricing and Service Summary (in the column entitled "Visits per Year") to carry out, on the specific blowers identified in the quotation, the activities specified in the quotation's Activities List for the specific blower. The activities will be performed by Atlas Copco in accordance with the blower's instruction manual or as determined by the blower's operating context. After each visit, an electronic service report will be provided by Atlas Copco to the Customer. The service report will outline the service provided and any repairs recommended. (Repairs are not within the services supplied under this Agreement, unless expressly set forth otherwise in this Agreement.) The service report must be signed by a Customer representative, thereby verifying the work, as specified, has been completed.

b. Atlas Copco will provide all spare parts, consumables, labor, and travel deemed applicable by Atlas Copco to perform the activities specified in the quotation's Activities List for each above-mentioned visit for the blower, subject to the limitations set forth in Section 6 below.

c. Atlas Copco will contact the Customer before the visit. All work will be performed during Atlas Copco's normal working hours (8:00 am to 5:00 pm, Monday through Friday excluding public holidays), except to the extent Atlas Copco and the Customer agree otherwise in writing. If Atlas Copco agrees to perform work outside of Atlas Copco's normal working hours, Atlas Copco reserves the right to charge the Customer extra in accordance with Atlas Copco's applicable rates. Irrespective of the foregoing, if this Agreement specifies that the compressor is serviced under a "Total Responsibility" Plan or "AirXtend", Atlas Copco will at no extra cost to the Customer perform (only) the above-mentioned breakdown service outside of Atlas Copco's normal working hours, subject to availability of Atlas Copco's service personnel and the limitations set forth in Section 6 below.

6. Limitations of Service Obligations

a. Atlas Copco shall not be obligated to inspect or service any compressor under this Agreement (whether under a "Total Responsibility" Plan, "AirXtend" or otherwise) in the event of:

- (i) Customer's failure to perform any of its responsibilities set forth in Section 7 below, including but not limited to the Customer's responsibility to perform daily and weekly (8 and 40 hour) servicing and inspection on the compressor in accordance with the compressor's instruction manual;
- (ii) Any failures influencing the function of the compressor caused by unforeseen circumstances including, but not limited to, accidental or willful damage to the compressor by the Customer or a third party, failure of electric power for the compressor (or interruption or fluctuations of electric power, or out-of-specification electric power), improper quality and/or quantity of air going into the compressor, introduced contamination, or improper repair, servicing, or alteration of the compressor by the Customer or a third party; or
- (iii) Operation outside specified parameters

b. Even if this Agreement specifies that the compressor is serviced under a "Total Responsibility" Plan and specifies that the service and price includes planned element overhaul and/or planned motor overhaul, the Customer shall bear the cost

(including labor, parts, and travel) for any and all such overhauls that Atlas Copco performed on the compressor, if the Customer terminates this Agreement (or the specific Service Plan within this Agreement which covers the specific compressor) prior to the end of its stated expiration. In connection with any such early termination, Atlas Copco will invoice the Customer for any and all such overhauls previously performed by Atlas Copco.

c. If this agreement specifies that the equipment is serviced under a Preventive Maintenance Plan, electrical components not supplied as a standard component of the compressor package are not within the services of this Agreement.

d. Temporary hire of compressors/ alternative air supply is not included to cover compressor outages unless specifically agreed in writing signed by an authorized Atlas Copco manager.

7. Customer Responsibilities

Customer shall (even if a "Total Responsibility" Plan or any other Service Plan applies to the compressor) do all of the following:

a. Perform daily and weekly (8 and 40 hour) inspection on the compressor in accordance with the compressor's instruction manual (including in the manual's preventative maintenance schedule);

b. Keep the compressor within the environmental conditions (including but not limited to temperature range, humidity range, and other factors), and operate it as recommended in the compressor's instruction manual and in accordance with recommendations (if any) of Atlas Copco's service specialists.

c. Ensure that water in the compressor's cooling circuits (if applicable) and ventilation is within the limits of quality, quantity and temperature as recommended by Atlas Copco.

d. Use only genuine Atlas Copco Parts and Lubricants approved by Atlas Copco.

e. Advise Atlas Copco immediately of any changes of compressor operational conditions or site conditions and any malfunctions or failures that may influence the proper functioning of the compressor.

f. Provide Atlas Copco with free and full access to the compressor, during previously agreed-upon times, to perform scheduled visits pursuant to this Agreement. The Customer will at its own cost supply adequate lighting, power, and other facilities to which Atlas Copco may reasonably need access to in connection with performing the service. If Atlas Copco's service technician has to wait for more than thirty minutes for access to the compressor during a scheduled visit, additional hour charges may apply. If the technician is not allowed in and a new visit has to be scheduled, the Customer shall bear the mileage and displacement time charges.

g. If any forklift and/or other lifting or rigging equipment is necessary (as reasonably determined by Atlas Copco) for Atlas Copco to perform any activity under this Agreement, the Customer shall supply such lifting/rigging equipment at the Customer's own cost together with sufficiently skilled and qualified labor in connection therewith.

h. Take the necessary action on compressor repairs recommended by Atlas Copco.

i. Make the compressor available for an overhaul of the compressor's element and/or main motor (and pay extra for the overhaul unless the compressor is serviced under a "Total Responsibility" Plan which is not terminated by the Customer before expiry of its term) if shock pulse monitoring ("SPM") readings by Atlas Copco or other metrics indicate the need for an overhaul. If the Customer fails to do this, then Atlas Copco's responsibility to provide service for the compressor under this Agreement will cease. Overhauls are generally performed on site, otherwise freight costs and other costs may apply. After an overhaul is performed, this Agreement can only be terminated early by the Customer paying the list price for the overhaul.

j. Promptly return any and all hardware and software (including but not limited to AIRConnect remote monitoring products) furnished by Atlas Copco in connection with this Agreement, upon expiration/termination of the Service Plan, unless expressly agreed otherwise by Atlas Copco.

8. Software License

Any and all software and source code and all revisions thereof embedded in or otherwise associated with any service or product (whether AIRConnect remote monitoring or otherwise) furnished by Atlas Copco (the "Software") is and shall remain the proprietary property of Atlas Copco (and/or its licensors), and in no event will title thereto be sold or transferred to the Customer. Subject to the Customer complying with all terms and conditions of this Agreement, Atlas Copco grants to the Customer a revocable, non-exclusive, non-transferable license to use, until termination or expiration of the Service Plan (whichever occurs first), the Software solely in accordance with the use intended by Atlas Copco. The Customer may not make copies, may not transfer, and may not export the Software unless expressly agreed in a written agreement signed by authorized representatives of Atlas Copco and the Customer.

9. Warranty

a. Warranty on parts and labor supplied under this Agreement will be in accordance with the warranty provisions of the equipment.

b. Should a "Total Responsibility" Plan or "AirXtend" be in place for the compressor, then the warranty parts, warranty labor and travel costs will be borne by Atlas Copco for the duration of the "Total Responsibility" Plan or "AirXtend".

c. For all other service plans, the warranty on parts is 90 days and labor 30 days from the date of site attendance. Travel costs and accommodation are not included and will be charged to the Customer at the rates ruling at the date of site attendance.

d. Repair or replacement of non-conforming parts and re-performance of labor (in a workmanlike manner) shall be the Customer's exclusive remedy with respect to the quality of or any defect in the parts or other material or associated services delivered or performed hereunder.

e. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY OR OTHERWISE, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

10. Termination

a. This Agreement (or a specific Service Plan for a specific compressor under this Agreement) may be terminated before the expiry of the term by mutual agreement in writing of the parties.

b. Either party may terminate this Agreement (or a specific Service Plan for a specific compressor under this Agreement) before the expiry of the term upon 30 days written notice of termination to the other party.

c. Atlas Copco shall at any time be entitled to terminate this Agreement, or to suspend its performance under this Agreement, with immediate effect by notice in writing to the Customer:

- (i) In the event of any major change to the operating or site conditions of the compressor;
- (ii) If Customer neglects to perform the Customer's daily/weekly inspection and maintenance responsibilities set forth in this Agreement;
- (iii) If the Customer commits any continuing or material breach of any term of this Agreement and in the case of such breach which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice to do so from Atlas Copco;
- (iv) If the Customer goes into liquidation or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrance takes possession of or a receiver is appointed over any of the property or assets of the Customer; or
- (v) If the Customer ceases or threatens to cease to carry on business.

d. Upon termination, the Customer is entitled to a refund for any services that have not been performed but already paid for.

11. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR FACILITIES OR SERVICES, DOWNTIME COST, LOSS OF PROFITS, AND LOSS OF REVENUE, WHETHER BASED ON CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE CUMULATIVE TOTAL LIABILITY OF ATLAS COPCO ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR ANY SERVICES FURNISHED UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE PRICE PAID BY THE CUSTOMER TO ATLAS COPCO FOR THE SERVICE TO THE SPECIFIC COMPRESSOR(S) GIVING RISE TO THE CLAIM.

12. Force Majeure

The performance of any obligation under this Agreement shall be postponed during the period if any of the following reasons prevents totally or partially the due performance of such obligation: Act of God, restriction in the use of power, storm, lock out, strike, fire, civil commotion or civil unrest, act of war, compliance with the regulation or order of any governmental authority or any other reason beyond the control of the parties.

13. Environmental Disclaimer

The environmental management at any site on which any compressor is used is the responsibility of the Customer. Atlas Copco shall not be liable for any violation by the Customer of any environmental law or regulation, including but not limited to any law or regulation pertaining to noise, water, atmosphere, air, sewer, hazardous waste, disposal, etc.

14. Miscellaneous

(a) Notices: Where written notices are required under this Agreement, they shall be deemed duly given when made in writing and delivered to the other party's address shown in this Agreement. Addresses may be changed by written notice to the other party. Notices shall be delivered by hand, overnight courier service or certified mail, return receipt requested. Notification will be deemed to have taken place upon delivery, if delivery is by hand, overnight courier service or 5 calendar days after posting if sent by certified mail. (b) Partial Invalidity: If any term of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part the other terms of this Agreement and the remainder of the affected term shall continue to be valid. (c) Waiver: Any waiver by Atlas Copco of a breach of any terms of this Agreement by the Customer shall not be considered as a waiver of any subsequent breach of the same term or any other term. (d) Assignment: The Customer may not assign this Agreement, or any portion thereof, without the express written consent of Atlas Copco. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon the successors and assigns of the parties hereto.



ILLINOIS HOUSING DEVELOPMENT AUTHORITY



**BLIGHT REDUCTION PROGRAM VS.
ABANDONED PROPERTY PROGRAM**

	Blight Reduction Program (BRP)	Abandoned Property Program (APP)
What are the program goals?	Administered by the Illinois Housing Development Authority, the program provides financial resources to address the impact of the foreclosure crisis, decrease preventable foreclosures, and assist communities with neighborhood improvement, greening, and redevelopment.	
What is the funding source?	Funded by the U.S. Treasury Hardest Hit Fund	State funded through foreclosure filing fees, established by 20 ILCS 3805/7.31
Who are eligible applicants?	Applicants are Illinois units of local government and must partner with a not-for-profit developer or agency	Applicants must be an Illinois municipality or a county
What are eligible uses of the program funds?	Funds may be used for acquisition, demolition, greening, maintenance, and administration	Funds may be used for securing, maintaining, demolishing, or rehabilitating abandoned homes
Who should be the owner of the abandoned property?	Not-For-Profit Partner must take ownership (title) of the properties identified for BRP assistance prior to any demolition work	Applicant must have the legal authority to undertake activities under the program
Is this a grant or a loan?	Structured as a zero percent (0%), 3 year, non-amortizing <u>loan</u> , secured by a recorded lien	Grant funds
What properties are eligible?	Must be 1-4 unit residential properties	Must be 1-6 unit residential properties
When are the program rounds?	Currently in Round 1 and 2, information on Round 3 is forthcoming	Currently in Round 2; information on Round 3 is forthcoming
Where can I find more information?	For more information, please visit: http://www.ihda.org/my-community/revitalization-programs/	For more information, please visit: http://www.ihda.org/my-community/revitalization-programs/
What should I do if I have more questions?	For questions, please contact HHFBPinfo@ihda.org	For questions, please contact APPinfo@ihda.org

City of Belvidere • Illinois

City Hall: 401 Whitney Blvd.
Belvidere, Illinois 61008-3710
(815) 544-2612 • Fax (815) 544-3060

BLOCK PARTY REQUEST FORM Street Closure Required

Requested by: ST. JAMES CATHOLIC SCHOOL

Address: 320 LOGAN AVE; BELVIDERE

Date of Block Party: AUGUST 20, 2017

Time of Block Party: 1:00 PM - 6:00 PM

Estimated number of
Individuals participating: 200

Description of Planned Activities:

GAMES, RAFFLE, BOUNCE HOUSE

MUSIC

FOOD-PREPARED: SERVED FROM CERTIFIED

KITCHEN IN SCHOOL

(CASUAL)

WE WOULD LIKE TO CLOSE STREET OFF BETWEEN
LOGAN AVE. & CHURCH ST.

The undersigned hereby acknowledges, understands and agrees to the following: If this request is authorized by the Belvidere City Council it is the responsibility of participants to place from and return street barricades to the terrace.

Furthermore, section 10-40 of the Belvidere Code of Ordinances prohibits use of alcoholic liquor on any public street or sidewalk. This ordinance states "it shall be unlawful to any person to consume alcoholic liquor or to have any alcoholic liquor in his possession...on any public street, sidewalk, etc." This ordinance applies to block parties.

Cathy Venderma

Signature of Resident

815-547-6397

Phone Number of Resident

6/28/17

Date

THANK YOU.