

CITY OF BELVIDERE  
RESIDENTIAL SOLID WASTE  
DISPOSAL AGREEMENT

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of  
20\_\_ by and between the City of Belvidere, Illinois (the City) and  
(the Contractor)

RECITALS

A. The City hereby grants to the Contractor, and the Contractor accepts, the exclusive right, license, privilege, and franchise for the transportation, collection and management of General Refuse, Landscape Waste, City Waste, and Recyclable Commodities generated by the City of Belvidere, as described in this Agreement, during the entire term of this Agreement and any extensions thereof, unless and until earlier terminated.

B. The Contractor agrees to furnish all labor, material, and equipment necessary for the transportation, collection, and management of General Refuse, Landscape Waste, City Waste, and Recyclable Commodities generated within the Corporate Limits of the City and any territory subject to an annexation agreement with the City, as described in this Agreement, during the entire term of this Agreement and any extensions thereof, unless and until earlier terminated.

NOW THEREFORE, in consideration of the mutual promises and benefits to be derived by the respective parties from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. Recitals Incorporated. The Recitals to this Agreement constitute an integral part of this Agreement, which evidences the intent of the parties in executing this Agreement and describe the circumstances surrounding its execution. The Recitals to this Agreement are incorporated herein as an integral part of this Agreement.

2. Definitions. The following terms and phrases when used in this Agreement shall have the meaning given to them in this section:

- a) Customer. Any person, entity, or organization or the like receiving the services or required to receive the services pursuant to this Agreement or the City of Belvidere Municipal Code (the Code).
- b) Garbage. Wastes resulting from the handling, processing, cooking, and consumption of food and wastes resulting from the handling, processing, storage, and sale of produce.
- c) Excluded Waste. Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.
- d) Hazardous Waste. Waste identified or listed as a hazardous or special waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order, or regulation.

- e) Yard Waste. All accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as a result of the care of lawns, shrubbery, vines, Christmas trees, and trees. Yard Waste shall be placed in biodegradable brown paper bags or containers not to exceed 30 gallons and 50 pounds in weight. At the discretion of the property owner, tree limbs, shrubs, vines, and trees may be secured outside of the bags or containers in bundles, however, such bundles shall not to exceed four (4) feet in length and 30 pounds in weight.
- f) Recycling Materials. Newspapers, corrugated cardboard, glass, metal cans (including aluminum and tin), plastic bottles designated as number 1 or 2 under the Plastic Recycling Code, paper products, including envelopes, copy paper, magazines, junk mail, manila folders, and such other materials as the parties may agree to in writing.
- g) Refuse. Combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, wood furniture, and bedding. Non-combustible trash including, but not limited to, metals, tin cans, metal furniture, glass, crockery, other mineral waste and street rubbish, including, but not limited to, street sweepings, dirt, contents of litter receptacles. Refuse does not include earth and wastes from building operations, hazardous substances, hazardous waste, special waste as defined by the Illinois Environmental Protection Act (IEPA) (i.e. byproduct of a manufacturing process) nor shall it include any waste resulting from industrial processes and manufacturing operations such as food processing wastes, boiler house cinders, lumber, scraps and shavings or any waste that the IEPA does not allow to be deposited into an IEPA permitted landfill facility.
- h) Residential Waste. Garbage, Refuse, and other general household waste.
- i) Residential Property. Property used for residential dwelling purposes but excluding multi-residential dwelling units greater than two (2) residential units as well as any hotel or motel. "Single Family" and "Two Family" dwelling units utilized as short-term rentals are included as Residential Property.
- j) White Goods. All discarded refrigerators, ranges, water heaters, freezers, air conditions, humidifiers, and other similar domestic and commercial large appliances that have had the White Good Components removed.
- k) White Good Components. Any chlorofluorocarbon refrigerant gas, any electrical switch containing mercury, and any device that contains or may contain Polychlorinated Biphenyls in a closed system, such as dielectric fluid for a capacitor, ballast or other component.

3. Term. The term ("Term") of this Agreement shall commence on May 1, 2024, and shall terminate on April 30, 20 \_\_\_\_.

4. Scope of Franchise. The City hereby grants to the Contractor the exclusive right, privilege, license and franchise for the collection and disposal of Garbage, Refuse, Residential Waste, Recycling Materials, Bulk Items, Yard Waste, and White Goods collection within the City corporate limits, and any territory subject to an annexation agreement with the City, for the benefit of Residential Property Owners and the City ("City Collections"). Multi-family (greater than two (2) residential units), commercial, institutional (e.g., schools and hospitals) (other than City owned property) and industrial locations are specifically excluded from this franchise.

5. Not-included Collection. The Contractor may, at its option, independently contract with Residential Property owners within the corporate limits of the City to provide service for any non-included collection subject to any and all regulations governing residential, commercial or industrial refuse and waste collection and providing that such collection does not adversely interfere with Contractor's obligations under this Agreement.

6. Contractor's Obligations.

- a) Contractor shall provide, included within the waste collection service fee charged to each Residential Property and the City as described in this Agreement, the following refuse collection services ("Waste Collection Services.):
  - i. Residential Waste Collection. Weekly curbside collection of Residential Waste with a 95-gallon cart provided by Contractor and weekly curbside unlimited recycling service, with a 65-gallon cart provided by Contractor and Bulk Items shall be performed. The 95-gallon cart for Residential Waste and the 65-gallon cart for Recycling shall be provided by the Contractor by May 1, 2024. Residential Waste and Bulk Items shall be placed by the Residents of each respective Residential Property owner into the bin provided by the Contractor and/or by itself for Bulk Items. The garbage bin shall be provided by the Contractor free of charge for the use of each Residential Property owner. The recycling bin, shall be provided by the Contractor free of charge for the use of each Residential Property owner. Both the garbage bin and the recycling bin shall remain the property of the Contractor. Repair and maintenance of these containers shall be the responsibility of the Contractor. Replacement and/or additional containers may be obtained by contacting Contractor at ***insert phone number and address***. Yard Waste biodegradable paper bags and/or container not exceeding 30-gallons shall be purchased by Residential Property owners at their sole cost and expense.

During the term of this Agreement, Residential Property owners have the option to increase their service to include weekly curbside Residential Waste with an additional 95-gallon cart and recycling service with an additional 65-gallon cart provided by Contractor. The additional 95-gallon cart shall be provided by the Contractor at a price identified in Exhibit \_\_\_ for the use of each Residential property owner and will remain the property of the Contractor. The additional 65-gallon recycling cart shall be provided by the Contractor at a price identified in Exhibit \_\_\_ for the use of each Residential Property owner and will remain the property of the Contractor.
  - ii. Bulk Items. Collection of not less than one bulk item shall be provided each week for each Residential Property owner. Examples of bulk items include, but are not limited to, sofas, recliner chairs, tables, box springs, mattresses, dressers, toilets, and windows. White Goods are included as a bulk item.
  - iii. Yard Waste. Weekly Yard Waste collection will begin March 1 through December 15 of each year of the Term (Yard Waste Collection). Residential Property owners shall place Yard Waste in either the commonly used yard waste bags, or in a container, acquired at the expense of the users, not to exceed 30 gallons in size. Weekly collection of yard waste in yard waste bags or 30-gallon

containers may be limited to not less than five (5) bags or containers weekly. Branches, brush and, similar yard waste shall be bundled in 4ft or smaller bundles weighing less than 30 pounds. and may be limited to 2 such bundles per week. Notwithstanding the foregoing, during the months of October, November, and December, Contractor agrees to collect up to twenty (20) yard waste bags or containers weekly per residential property without any additional charge. There shall be no additional charge for Yard Waste Collection.

- iv. Construction Materials / Non-Household Trash. The Contractor shall provide refuse collection services of construction materials and non-household trash items at a rate of insert rate per cubic yard.
- b) The Contractor shall perform all disposal services herein required in a neat, orderly, and efficient manner; shall use due care and diligence in the performance of this Agreement, and shall provide neat, orderly, and courteous employees and personnel on its crews.
- c) The Contractor shall maintain a published telephone number for the receipt of service calls on all business days for a minimum of eight (8) hours per day. All complaints shall be given prompt and courteous attention. Copies of any written complaints or a written description of each verbal complaint received by the Contractor shall be forwarded to the City Clerk within fourteen (14) days of receipt of said complaint along with a copy of the response letter prepared by the Contractor. Each such notice to the City shall include the property location which is the subject of the complaint.
- d) The Contractor shall obtain and assume the cost of all licenses and permits required by the City, the State of Illinois and the Federal Government.

7. Scheduled Pick up Days. Collection and disposal of residential garbage, refuse, recycling. Bulk items and yard waste shall be made insert day of the week of every week between 7:00 a.m. and 6:00 p.m. from the street in front of the Residential Property owners' property, unless said resident has a disability, in which case Contractor shall provide a reasonable accommodation to facilitate collection and disposal. Residents shall be required to set out Materials by 6:45 a.m. on the scheduled day of collection. Pick-ups shall be made within the City, not less than once per week. Yard Waste and Bulk Items shall be picked up as required in paragraphs 6 (a) (ii) and (iii). In the event of a legal holiday, on which the employees of said Contractor do not work, all pick-ups for that week for the day of said holiday or succeeding days of such week, shall be delayed for one day. The recyclable material shall be picked up on the same day as the garbage and refuse.

#### 8. Fees and Costs.

- a) Waste Collection Service Fee. Effective May 1, 2024, each Residential Property owner shall receive Contractor's Waste Collection Services as of the Effective Date of this Agreement and the Contractor shall bill each Residential Property owner directly at the rates outlined in Exhibit B for the collection, transportation, and management of General Refuse, Recycling and Landscape Waste which includes the use of a Contractor supplied 95-gallon trash cart and 65-gallon recycling cart. The residential property owner shall be solely responsible for the payment of all fees and costs. The Contractor will not bill a specific Residential Property owner for any period of time prior to delivery of all trash carts and recycling carts for that residence. Effective May 1, 2025, and each successive May 1 for the term of this

Agreement, the Waste Collection Service Fee shall increase by any increase in the twelve (12) month average of the Midwest Consumer Price Index (CPI) but in no case shall the increase be greater than \_\_\_\_%

Pursuant to paragraph 6 (a) (i) as outlined above, the Residential Property owner has the option to include additional Residential Waste in a 95-gallon cart supplied by the Contractor, and additional recycling service in a 65-gallon cart supplied by the Contractor. If the Residential Property Owner exercises that option, the monthly fee will increase for the additional 95-gallon cart at a price of \_\_\_\_\_ per month for each Residential property owner; the monthly fee will increase for the additional 65-gallon cart at a price of \_\_\_\_\_ per month for each Residential Property owner, which shall be paid by the Residential Property owner (Waste Collection Service Fee').

The parties hereto agree that the services paid by Contractor for each Residential Property is provided directly to the Residential Property owner. The Residential Property owner is solely responsible for the cost of services under this Agreement and the City is not responsible in the event of any non-payment. Contractor may withhold service to any Residential Property that refuses to pay for services when due. The parties further agree that any Residential Waste, Recycling or White Goods remain either the property of Contractor or the Residential Property owner and shall never be deemed to be in the possession of or owned by the City.

9. Material Not Specified. The Contractor is not required, under the terms of this Agreement, to pick up or dispose of any article or refuse, or recyclable material not specified in this Agreement without penalty. The Contractor shall, on special order from any individual resident, pick up such additional item or items, or additional amounts of household garbage, or household refuse, as are desired by the individual, and shall charge the resident or user for its services accordingly.

10. Disposal Site Methods. All garbage, rubbish or waste, and refuse collected by the Contractor, shall be disposed of by the Contractor at a site provided by the Contractor outside the City corporate limits. Disposable methods and sites shall be licensed and approved by the IEPA. Documentation of said license and approval by the EPA shall be required upon request from the City.

11. Performance Bond. The Contractor shall furnish to the City a performance bond for the faithful performance of this Agreement. The performance bond shall be executed by a surety company in substantially the same form as Exhibit B in an amount equal to the annual value of services provided and shall indemnify the City against any loss resulting from failure of performance by the Contractor including the payment of wages and cost of supplies, materials, and insurance premiums, not exceeding, however, the penal sum of the bond. This Agreement shall be subject to termination by the City at any time if the bond is canceled or the surety relieved from liability. Notice of cancellation of the bond must be served upon the City not less than thirty (30) days prior to the effective date of cancellation. This Agreement will not be terminated if within thirty (30) days of such notice the Contractor provides a replacement bond to be effective for the balance of the Agreement.

12. Contractors Relation to City.

- a) Contractor as Independent Contractor. It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor /franchisee as to the work, notwithstanding in certain respects the Contractor is required to follow the directions of the City, and that the Contractor is in no respect an agent, servant, or employee of

the City. This Agreement specifies the work to be done by the Contractor, but the method to be employed to accomplish this work is the responsibility of the Contractor, unless otherwise provided in this Agreement.

- b) Security Not Released. It is stipulated and agreed that the liability of the Contractor's surety under any bond for performance under this Agreement shall not be affected by any extension of the Agreement or any amendment to the Agreement, or the subletting of a part or whole of this Agreement.
- c) Subletting Contract. This Agreement, or any portion thereof, shall not be sublet to any third party without prior written consent from the City. No such consent shall be construed as making the City a party to any subletting or subjecting the City to liability of any kind to any subcontractor. No subcontractor or subletting shall under any circumstances relieve the Contractor of its liability and obligations under this Agreement, and despite any such subcontracts, subletting or assignments, the City shall deal through the Contractor.
- d) Damaged Private Container. The Contractor, its agents, and employees shall use their best efforts to not in any way break or damage customer garbage or rubbish containers. When Contractor's employees damage a container, other than normal wear and tear, it shall be reported to the Contractor by the customer, and the Contractor shall decide the claim and make settlement within forty-eight (48) hours. In those cases where the customer appeals the Contractor's decision, the City reserves the right to require Contractor to compensate the private party for damage.
- e) Failure to Collect. Should the Contractor fail to collect and dispose of garbage and refuse set out or placed for collection at the time and in the manner required and the City determines the failure constitutes a breach or default by Contractor, the City may, after twenty-four (24) hours' notice, collect or cause its collection. The Contractor shall be liable for the expense incurred. Notwithstanding the foregoing, it is specifically understood and agreed that where the Residential Property owner fails to timely or properly place a container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Contractor's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of garbage and refuse to be removed, the Contractor may refrain from collecting all or a portion of such garbage and refuse.
- f) Supervision of Contract Performance. If, at any time during the life of this Agreement, performance satisfactory to the City shall not have been made, the Contractor, upon notification by the City, shall increase its work force, tools, and equipment as needed to properly perform this Agreement to the reasonable satisfaction of the City. Failure of the City to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified in this Agreement.
- g) Emergencies. The Contractor agrees that should any emergencies arise by reason of storms, tornadoes, or the like, which require additional hauling equipment by the City, the Contractor shall be placed at the disposal of the City upon request for such temporary use, providing that during such use, the City shall pay the operating cost of such equipment or labor as it is used together with a reasonable overhead allowance for administration, insurance, repairs, and other overhead items.

- h) Inspection of Work. The Contractor shall furnish the City a reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of this Agreement. The Contractor shall designate in writing the person to serve as liaison between its organization and the City. The City may inspect the Contractor's operation, and equipment that pertains to the work being performed in the Agreement at any reasonable time and upon prior notice to Contractor. If the City believes that the Contractor is financially unable to fulfill its obligations under this Agreement, and upon prior notice to the Contractor, the City may review the Contractor's financial records, statements and qualified audits as they pertain to the work to be performed for the City pursuant to this Agreement. The Contractor shall admit authorized representatives of the City or their agents to make site inspections at any reasonable time and place. Cost of such inspections, authorized by the City or their agents, if any, shall be incurred by the City.
- i) Taxes. The Contractor shall pay all federal, state, and local taxes, including sales tax, social security, worker's compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.
- j) City Not Liable for Delays. It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or any other person on account of stoppages or delays in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or by account of any delay from any cause whatsoever over which the City has no control.

13. Insurance. The Contractor shall carry a policy of insurance issued by a company authorized under the laws of the State of Illinois, to write insurance contracts to protect itself against liability under the Worker's Compensation and Occupational Disease Acts of the State of Illinois, in such amounts as to meet the statutory maximum exposure of the Contractor. The Contractor shall also carry, in its name, a comprehensive general liability insurance policy with combined policy limit of not less than \$3,000,000.00 per person and per occurrence, and a comprehensive automobile liability policy covering its operations, with combined policy limits of not less than \$3,000,000.00 per person and occurrence. The limit requirements herein may be satisfied through a combination of both primary and excess umbrella policies. These policies shall name the City as an additional insured on the policy, and shall protect the Contractor and the City from any liability, loss, damage or claims of such liability, loss or damage resulting, or claimed to have resulted from the operations of the Contractor pursuant to this Agreement. Certificates of insurance shall be furnished to the City by the Contractor upon the execution of this Agreement and annually thereafter. The Contractor shall indemnify and hold harmless the City against any and all liabilities, claims and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property in any way related to this Agreement or in connection with the performance of work under the terms of this Agreement.

The parties agree that, by awarding this franchise, the City shall not be a partner or joint venturer with Contractor with respect to Contractor's obligations under this Agreement or any of Contractor's operations. Contractor shall be solely liable for any third-party claim, action, or damage arising under this Agreement or from its obligations under this Agreement, including, but not limited to, any claim arising under any environmental laws or regulations of the State of Illinois or the United States of America and Contractor agrees to indemnify, defend and hold harmless the City from any such claims, damages or actions, including, but not limited to the City's reasonable attorney's fees. Contractor shall maintain an

environmental insurance policy / Hazardous Materials Waste Haulers insurance policy, with an insurance company reasonably acceptable to the City, in an amount not less than \$10,000,000.00 and shall cause the City to be named as an additional insured on such policy.

14. All notifications required by this Agreement shall be in writing and shall be delivered or mailed by the Contractor to the City Clerk of the City of Belvidere, 401 Whitney Blvd., Belvidere, Illinois, 61008 and cityclerk@belvidereil.gov or at such other place as the Contractor is subsequently notified in writing. Notice by the City to the Contractor shall be delivered or mailed to \_\_\_\_\_, with a copy to \_\_\_\_\_. All mailed notices shall be sent by first class mail or email.

15. Miscellaneous.

- a) If feasible, the City shall cooperate with Contractor to provide account information and billing addresses for each Residential Property owner to be served by this Agreement. The Contractor shall, within ten (10) days prior to the expiration of this Agreement, provide to the City account information and billing addresses for each Residential Property owner served during the term of this Agreement.
- b) If any word, term, phrase, sentence or paragraph of this Agreement is held invalid, the validity of the remainder shall not be affected.
- c) This Agreement is not assignable by either party without the permission of the other, except that the Contractor may assign this Agreement to a corporate affiliate upon notice to the City. In the event of a sale of Contractor to an unrelated third party, the Contractor may not assign this Agreement without the express written consent of the City, which shall not be unreasonably withheld. In the event of an assignment, the terms and obligations of this Agreement shall be binding on the assignee and the respective rights, benefits and obligations of the parties shall inure to the benefit of the parties, and their respective heirs, successors and assigns.
- d) The applicable laws of the State of Illinois shall govern the making, execution, interpretation and enforcement of this Agreement without regard for choice of law.
- e) Contractor warrants that it will comply with all applicable Federal, State, and local ordinances, statutes, rules and regulations. Costs or associated expenses for compliance with this paragraph shall be the responsibility of the Contractor.
- f) Time is of the essence to all provisions and terms of this Agreement.

16. Default. If the Contractor fails to cure any Default within thirty (30) days of notice, the City shall have the right to immediately terminate this Agreement and/or institute proceedings to enforce the provisions of this Agreement by all means available in law and equity, including, but not limited to, a temporary restraining order, injunction and damages.

17. Liquidated Damages. The parties agree that isolated or occasional Contractor defaults under this Agreement, including but not limited to, intermittent failure to collect a resident's Residential Waste, Yard Waste and White Goods may cause damages that are difficult to quantify or ascertain. However, the parties agree that the following liquidated damages are an appropriate approximation of such damages. Contractor shall pay to the City the following as liquidated damages for each minor intermittent or occasional breach of this Agreement. The applicability of liquidated damages does not preclude the City



from availing itself of any other right or remedy, including but not limited to termination of this Agreement. This Liquidated Damages provision is separate from section 16 above.

- a) \$50.00 per day per residence that Contractor fails to collect Residential Waste, Yard Waste, White Goods or Recyclables when scheduled or required under this Agreement.
- b) \$50.00 per day per residence for a failure to provide containers required by this Agreement.
- c) \$500.00 per day for failure to clean or remove any debris spilled or dropped upon any right-of-way by Contractor or one of Contractor's vehicles immediately upon notice by the City or any other person or entity.

18. Nonexclusive Remedies. All rights, powers or remedies, special, optional or otherwise, given or reserved to the parties by this section shall not be construed to deprive the parties of any rights, power or remedies otherwise given by law or equity.

- a) At the expiration of the Term of this Agreement, the City and Contractor may renegotiate a new agreement for a similar length of term.
- b) This Agreement constitutes the entire Agreement between the parties, replaces any prior verbal or written understanding and may not be modified except by an instrument in writing signed by the parties.
- c) The terms and conditions set forth in Exhibits A and B to this Agreement are hereby adopted and incorporated into this Agreement by reference. In the event that any provision or term of Exhibits A and B shall be found to conflict with any other term of this Agreement, then the term or condition in Addendum A shall supersede any other such conflicting term.

19. Force Majeure.

- a) Whenever a period of time is provided for in this Agreement for either the City or the Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, inability to access equipment or containers, fire, flood, storm, epidemic, pandemic, earthquakes, tornado, or any act of God.

This Agreement is executed for the parties by their respective authorized persons on the date set forth in the caption by:

## Exhibit A

1. Notwithstanding anything herein to the contrary: (a) Contractor shall not knowingly collect any material which is or contains, or which Contractor reasonably believes to be or contain radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous toxic or hazardous material as defined by applicable federal, state, or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, contractor shall promptly notify the City and producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
2. Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by the Contractor. If any Customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.
3. Any garbage receptacles furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody, and control of the garbage receptacles while at the service locations. Customers shall not overload (by weight or volume), move or alter the garbage receptacles, and shall use the garbage receptacles only for their proper and intended purpose. Customers must provide unobstructed access to the garbage receptacles on the scheduled collection day.

EXHIBIT B

RATES: