

**AGREEMENT  
(COVERED ELECTRONIC DEVICES AND APPLIANCES)**

This Agreement ("Agreement") entered into as of the \_\_\_ day of \_\_\_\_\_, 2012, between THE CITY OF ROCHELLE, an Illinois municipal corporation ("City") and ROCHELLE DISPOSAL SERVICES, INC., an Illinois corporation ("RDSI"):

**WITNESSETH**

**THAT WHEREAS**, pursuant to Sections 78-6 and 78-7 of the Rochelle Municipal Code, the City may enter into contracts for curbside pickup and disposition of recyclables; and

**WHEREAS**, the City and RDSI are parties to a certain Waste Collection Agreement dated April 26, 1995, pursuant to which RDSI has agreed to provide curbside pickup of certain solid waste materials for residents of the City at a rate which is subject to periodic increase or decrease based on changes in the United States Government Cost of Living Index, as more specifically set forth in Section 15 of the Waste Collection Agreement (the "Cost of Living Adjustment"); and

**WHEREAS**, pursuant to resolutions of the Rochelle City Council, the City and RDSI have also entered into an agreement whereby RDSI provides curbside pickup of appliances one Saturday per month, and charges a fee to the City for each appliance picked up, which fee is subject to the Cost of Living Adjustment, and is presently \$5.14; and

**WHEREAS**, pursuant to the Illinois Electronic Products Recycling and Reuse Act, 415 ILCS 150/1 et seq., effective January 1, 2012, certain electronics devices known as Covered Electronic Devices ("CEDs") may no longer be disposed of at the City's landfill; and

**WHEREAS**, the parties have agreed to institute a pilot program whereby RDSI will provide curbside pickup of certain large CEDs, the City will provide a central location within the City for temporary storage of CEDs, and RDSI will transport the CEDs to a qualified recycling center for disposal, on the terms set forth herein; and

**WHEREAS**, the parties wish to confirm the terms of their agreement regarding pickup and disposal of appliances;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Curbside Pickup of Large CEDs; Charges.** Commencing on \_\_\_\_\_, 2012, or as soon thereafter as the City shall have obtained all necessary permits designating it as a collection site, RDSI shall begin providing curbside pickup of large CEDs for residents of the City, including the following: televisions, monitors, and printers. Pickup shall be one day per month on a regular basis, and may be the same day as pickup of appliances. The City will issue stickers to residential customers, upon request, for specific CEDs which are eligible for curbside pickup, and curbside pickup shall be limited to CEDs for which the resident has obtained a sticker from the City and

attached it to the CED. RDSI shall bill the City for curbside pickup of stickered CEDs on a monthly basis, at the same rate charged for pickup of appliances.

**2. Temporary Storage and Final Disposition of CEDs; Charges and Payments.** RDSI will provide to the City appropriate bins for the temporary storage of CEDs. RDSI will transport stickered CEDs to the City's collection site, and the City shall place them in the appropriate bins. The City may also allow smaller CEDs, which are not eligible for curbside pickup, to be delivered to the collection site and placed in the appropriate bins. When the bins are full, the City shall notify RDSI and RDSI will transport the bins to the Behr Recycling Facility in Rockford, Illinois, and return the empty bins to the City. RDSI shall bill the City for transporting the full bins at a rate not to exceed \$200.00 per trip. The charges for transporting the bins shall be subject to the Cost of Living Adjustment. Any payments made by Behr for any CEDs shall be paid over to the City and deposited in the City's landfill fund.

**3. Term of Agreement.** The program for curbside pickup of stickered CEDs, as set forth in this Agreement, is a pilot program which may be terminated by either party upon sixty (60) days written notice to the other party. In the event RDSI terminates this Agreement, the City may contract with other providers for curbside pickup, storage and disposal of stickered CEDs, notwithstanding the terms of any agreements between the City and RDSI which purport to give RDSI an exclusive right to provide such services.

**4. Appliance Pickup.** RDSI has provided appliance pickup for residents of the City since 1995. The parties hereby confirm the terms of their previous agreement for appliance pickup, as follows: (a) residents who wish to have an appliance picked up shall obtain an appropriate sticker from the City and attach it to the appliance; (b) pickup of stickered appliances shall be one Saturday per month; (c) RDSI shall bill the City for appliance pickup at the rate of \$5.14 per appliance, and the rate shall be subject to the Cost of Living Adjustment; (d) RDSI shall dispose of the stickered appliances in a lawful manner without further charge to the City.

[SIGNATURE PAGE FOLLOWS]

THE CITY OF ROCHELLE, an Illinois municipal corporation

By: \_\_\_\_\_  
DAVID S. PLYMAN, City Manager

Attest: \_\_\_\_\_  
BRUCE MCKINNEY, City Clerk

ROCHELLE DISPOSAL SERVICES, INC, an Illinois corporation

By: \_\_\_\_\_  
CLYDE GELDERLOOS, President

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