

Agreement
for
Solid Waste Collection and Recycling
Services
Between
Maine Township
and
Flood Brothers Disposal Co.

Effective October 1, 2026

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SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT BETWEEN MAINE TOWNSHIP AND FLOOD BROTHERS DISPOSAL CO.

This Solid Waste Collection and Recycling Services Agreement (the "Agreement") is made and entered into as of the **1st** day of **October** in the year 2026 by and between Proposer **Flood Brothers Disposal Co.** (the "Contractor") and **Maine Township**, a body politic and corporate of the State of Illinois (the "Township"). The Contractor and the Township are also hereinafter sometimes jointly referred to as the "Parties" or individually, as a "Party."

PREAMBLE

WHEREAS, Section 210-5 of the Illinois Township Code, 60 ILCS 1/210-15, authorizes townships to enter into contracts for waste hauling and collection services, the Township wishes to enter into an Agreement for the waste hauling and collection Services specified herein; and

WHEREAS, the Township has determined to provide waste collection, transportation, and disposal Services for its residents; and

WHEREAS, the Township has determined that this Agreement is in the best interests of the Township and its residents to grant the Contractor exclusive rights to collect, transport, recycle and dispose of solid waste, generated from residences located within Township, and Township facilities, pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Township, is willing to collect and transport all solid waste to a licensed solid waste disposal facility permitted to accept solid waste and collect, transport, recycle and dispose of other waste pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the Parties agree as follows:

I. DEFINITIONS

1.1 Definitions. As used in this Agreement, each of the following terms shall have the meaning set forth below:

"Act" means the Environmental Protection Act, 415 ILCS §5/1, et. Seq., as amended from time to time and applicable rules and regulations promulgated thereunder.

"Agreement" means this Agreement, dated October 1, 2026 by and between the Township and the Contractor, and as amended from time to time by mutually agreement of the parties.

"Authorized Representative" means Supervisor of Township or Township authorized representative to handle day-to-day activities with Contractor. The board shall notify the Contractor who this contact is.

"breach" means one of the items described in §§7.1 or 7.2.

"bulk item" means items including, but not limited to, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures. Bulk item shall not include hazardous waste or White Goods.

"cart" means a two-wheel receptacle with a lid, offered in three sizes for solid waste and recycling and one size for subscription yard waste. Solid waste, recycling, and subscription yard waste carts shall be readily and easily distinguishable from each other. The recycling cart shall have a recycling sticker or permanent stamp on the cart lid showing what materials may be placed in the cart. Such sticker or stamp shall be approved by the Township prior to cart distribution to residential households. The Contractor shall procure, deliver, and maintain carts for the collection of solid waste, recycling, and subscription yard waste and shall provide for the timely exchange of such carts as required to keep and maintain all carts in a good and workmanlike appearance and condition. Damaged or broken carts shall be replaced by Contractor at its sole cost.

"change in law" means: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event changes the costs or ability of the Contractor to perform its Services under this Agreement.

"construction waste" means construction or demolition debris as defined in the Illinois Environmental Protection Act, 415 ILCS 5/3.160.

"Contractor" means Flood Brothers Disposal Co.

"event of default" has the meaning specified in §§7.1 and 7.2.

"excluded waste" means (i) hazardous waste, materials, or substances, as such terms are defined under any applicable federal, state, or local laws or regulations; and (ii) waste that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit, or other legal requirement.

"identified Agreement locations" means all residential household locations in the unincorporated area of Maine Township and all Township owned or operated property or facility locations that receive weekly solid waste disposal and recycling Services from the Contractor.

"other waste" means household garbage, household recycling, yard waste, bulk items, white goods, household construction waste and any other materials designated by the Township for collection, except "other waste" does not include any excluded waste.

"residential household" means all single-family buildings and multi-family buildings (defined as townhomes/row houses of eight units or less) in the unincorporated area of Maine Township. The term "residential household" expressly excludes condominiums and apartment buildings.

"recyclable materials" means the list of recyclables set forth in Exhibit E.

"Services" means the specified waste hauling, collection, recycling and disposal Services to be provided by the Contractor, at the direction and on behalf of the Township, pursuant to §2.1.

"State" means the State of Illinois.

"solid waste" means generally, municipal waste, as defined in the Act.

"Subcontractor" means a person or entity that has a direct contract with the Contractor to perform a portion of the Services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

"The Township" means Maine Township. The geographic boundaries of the Township follow the geographic boundaries as reflected in Exhibit A.

"white goods" means all discarded domestic and commercial large appliances, as defined in the Illinois Environmental Protection Act, 415 ILCS 5/22.28.

"yard waste" means a bag or bundle of yard or landscape waste where each bag does not exceed thirty five (35) gallons in volume or fifty (50) pounds in weight or where each bundle does not exceed four feet in length by two feet in diameter in volume or fifty (50) pounds in weight. Yard waste shall include: landscape waste as defined at 415 ILCS 5/3.270, garden trash as defined at 70 ILCS 105/3.03, landscape waste as defined at 70 ILCS 3105/3.04, and Christmas trees.

Where any other term is utilized herein and is not defined herein, but such term is defined within the Illinois Environmental Protection Act, 415 ILCS 1-1, et. seq., (the "Act") such definition from the Act shall take precedence.

II. SCOPE OF SERVICES

2.1 Service Provided to Township. The Township grants Contractor the right to be the exclusive service provider of the Services. The Contractor shall provide the following Services at all Agreement locations:

(a) collection and disposal of solid waste, recyclables and landscape waste curbside every Monday, Thursday and Friday from identified Agreement locations.

(b) collection and disposal of solid waste, recyclables and landscape waste from single-family buildings and eligible multi-family buildings ,every Monday, Thursday and Friday either curbside where such units are suited for curbside collection or in other areas where feasible, such as an alley.

(c) collection, transportation, recycling and disposal of other waste, as provided in this agreement, and

2.2 Billing and Revenue Collection. The Contractor shall directly bill each responsible residential household receiving Services on a quarterly basis, in accordance with Article V of this Agreement. The Contractor will also be solely responsible for collecting all fees billed directly from responsible residential households.

2.3 Rebate. The Township will receive a rebate on a quarterly basis based on the previous quarter's collected revenue for curbside and dumpster refuse and recycling collection. This rebate will be mailed directly to the Township.

2.4 Modification of Required Services. The Township reserves the right to modify or adjust the scope of Services provided under this Agreement, but only if the Township obtains Contractor's prior written consent to modify or adjust the scope of the Services and provides one hundred and eighty days (unless a shorter period of time is mutually agreed by the Contractor and the Township) prior written notice ("Notice of Service Modification"), to the Contractor:

(a) to accommodate the Township's decision to implement an alternative form or type of service to be provided by the Contractor,

(b) any other change in Service as mutually agreed to by the Township and the Contractor. The Township and the Contractor agree to negotiate in good faith to make an equitable adjustment to the Contractor's compensation under this Agreement resulting from any such modification or adjustment in the Services provided under this Agreement.

III. TERM OF AGREEMENT

3.1 Term of Agreement.

The term of this Agreement shall commence on **October 1, 2026** and shall expire on **September 30, 2031**, unless terminated at an earlier date pursuant to the terms of this Agreement.

IV. WASTE COLLECTION AND DISPOSAL

4.1 Description of Waste to be Collected.

(a) Solid Waste. Materials to be collected and disposed by the Contractor in accordance with the schedule prepared in accordance with §4.2.

(b) Other Waste. Materials to be collected by the Contractor, in accordance with the schedule prepared in accordance with §4.2, and disposed, as provided in §4.3, shall include the following:

- (i) bulk materials
- (ii) yard waste
- (iii) recyclable materials
- (iv) white goods
- (v) household construction materials

4.2 Schedule and Location of Collection.

(a) Service Hours. The Contractor, under all service level options, shall provide curbside solid waste Services between the hours of 6:00 AM and 6:00 PM on the established day of collection at all identified Agreement locations.

Residents shall be responsible for placing waste carts, containers, bags, bundles, etc. at the curb in front of their residence such that all waste items are made accessible to standard garbage collection and recycling trucks. Refuse will not be collected if stored inside a garage, building or behind a locked gate.

(b) Collection Days. The Contractor shall normally conduct collections on Monday, Thursday and Friday, notwithstanding collection delays resulting from Contractor's established holiday schedule, inclement weather, or force majeure.

(c) Carts. The Contractor is responsible for purchasing, delivering and maintaining carts over the term of this Agreement at no additional cost to residents or the Township. The Contractor will provide each household with a 95-gallon refuse cart.

(d) Damaged or Missing Carts. The Contractor shall purchase, distribute, and maintain or replace damaged or missing carts at all identified Agreement locations at no additional cost to residents or the Township. All Contractor provided carts provided to identified Agreement locations shall remain the property of the Contractor.

4.3 Disposal of Waste.

The Township shall not direct or require that collected solid waste or other waste be disposed of at any specific facility.

(a) Solid Waste. The Contractor shall collect and dispose at a permitted solid waste disposal facility all solid waste collected pursuant to this Agreement. The Contractor shall maintain records of proper disposal.

(b) Recycling Services. The Contractor will provide each single-family household with a 65-gallon recycle cart. Additional carts are available for interested residents at a rental price of \$5.00 per month. All equipment will be owned and maintained by the Contractor. The Contractor will provide preparation requirements for

households participating in the recycling program including, rinsing, removing labels, flattening, removing caps and lids. The Contractor will collect recyclables from the backdoor or alley. There is no limit to the number of recycling bins or to the quantity of recyclables that a household may place at the curb for collection. Residents have the right to set out recycling bins which are clearly marked for recycling collection and do not exceed 35 gallons or 50 pounds.

(c) Landscape Waste. The Contractor shall provide once per week unlimited collection of Landscape Waste.

Landscape Waste Program. Residents may place landscape waste bags or bundles at the curb each landscape waste collection day. Christmas trees will be collected in January at no charge.

Landscape Waste/Food Scrap 95-Gallon Cart Subscription. Residents are permitted to place landscape waste, along with clean food scraps, in the landscape waste cart for composting. The cost will be \$295.00 per season.

All above-described landscape waste disposal collections will occur once per week, from April 1st through December 15th.

All yard waste shall be placed in a plastic or metal container with a tight cover, or a biodegradable Kraft bag, of a size no larger than 35 gallons and not exceeding 50 pounds. The Contractor will make 65 and 95-gallon carts available for monthly rental by interested residents.

There is no limit on the number of containers placed out for collection by a given household. The Contractor will accept and collect all bundles of brush or limbs, provided the bundles do not exceed a weight of fifty (50) pounds per bundle, are not more than four (4) feet long, are not more than two (2) feet in diameter, do not contain limbs greater than three (3) inches in diameter and are tied with a material that is accepted at the compost site used by the Contractor.

(d) White Goods Collection. The Contractor shall collect White Goods as defined in Section 22.28 of the Illinois Environmental Protection Act on the same day as solid waste is collected from Township residents for the price of \$20.00 per item. White Goods items include, but are not limited to appliances, such as refrigerators, dish washers, water heaters, washers, dryers. Residents must call the Contractor 24 hours prior to collection of White Goods to schedule their collection by the Contractor.

(e) Bulk Items Collection. The Contractor shall collect one household/bulk item per week free of charge. Additional bulk items over 75 pounds will be charged a fee of \$8.00. Bulk items weighing over 75 pounds must be called in for proper collection, a charge will apply after coordinating the item. Bulk items are to be placed by the customer at the curb.

(f) Special Collection Items. The Contractor will offer a special curbside collection for services that consist of large quantities of refuse including, but not limited to, household construction and demolition debris and move-in or move-out clean up rubbish. These services will require the residents to contact the

Contractor prior to collection to make arrangements. Any special collection required to be called in due to weight or quantities will be collected and billed at a minimum of two (2) cubic yards.

(g) Household Hazardous Waste. The Contractor will inform residents about how to notify the Contractor when a possible hazardous waste material may need disposal. The Contractor will work with residents to find the best solution for disposal, along with the proposal provided with the assistance Cook County Recycling programs.

(h) Electronics Collection. The Contractor will collect electronic waste each week at the individual resident's request.

4.4 General Operating Requirements.

(a) Contractor Service with Care. The Contractor shall undertake to perform all Services rendered hereunder in a clean, orderly, efficient, and workmanlike manner, without supervision by the Township, and to use care and diligence in the performance of all specified Services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews all in accordance with customary industry practices.

(b) Laws, Rules, Regulations, Permits. The Contractor shall provide the Services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay, when due, all costs and expenses incurred with respect to the Services to be provided pursuant to this Agreement.

(c) Safety Procedures. The Contractor shall, in a manner consistent with applicable law, insurance requirements, and recognized safety practice, establish and maintain appropriate safety procedures for the Services provided.

(d) Precautions. The Contractor shall take all reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the Services and other persons who may be affected thereby. The Contractor shall further take all reasonable precautions to protect public and private property, and report any damaged caused to the Township.

(e) Public or Private Property Damages. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles, handling of receptacles, or the operation of overweight or oversize vehicles.

All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes or recycling bins, shall be repaired or replaced by the Contractor as soon as possible to its original condition at the time of the damage, and at no extra charge to the property owner.

(f) Vehicles. Vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number; all of which are clearly visible on both sides of each vehicle. Vehicles shall be fully

enclosed, leak-proof, and operated in such a manner that refuse, recyclables, or yard waste shall not leak, spill, or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings. The Contractor shall be responsible for the prompt collection and clean-up of any litter resulting from the operation of its vehicles to collect or transport waste within the Township.

(g) Contractor Personnel. The Contractor shall employ an adequate number of qualified personnel, all of whom shall be licensed as required by law, to provide the Services specified under this Agreement.

(h) Taxes. The Contractor shall pay all sales, use, property, income and other taxes and fees that are lawfully assessed against the Contractor in connection with the Contractor's facilities and the Services.

By law, the Township is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use Tax. The Township's sales tax-exemption number shall be furnished upon request of the Contractor.

(i) Licenses, Permits, Certifications. The Contractor shall secure, at its own expense, all necessary licenses, permits, and certificates of authority required to provide the Services, and shall comply with all requirements of such licenses, permits, and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this Agreement.

(j) Container Location and Spilled Materials. The Contractor shall return all containers at each stop to the location at which they were collected. Containers are to be handled with reasonable care to avoid damage. Any contents spilled by the driver for whatever reason are to be cleaned up immediately. Drivers shall make every reasonable effort to cleanup blowing waste or recycling materials originating from the Contractor's trucks immediately.

The Contractor is not responsible for cleaning up blowing debris from containers or identified Agreement locations where the waste or recycling was improperly packaged or became loose prior to arrival. Containers that are blown over by the wind are not the responsibility of the Contractor however, Contractor will make reasonable attempt to stand up blown over containers when possible.

(k) Missed Pick-Ups. The Contractor shall promptly investigate and attempt to resolve all complaints made known to Contractor of missed pick-ups and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. This Agreement shall require the Contractor to prepare and provide a report to the Township concerning customer usage and customer service, which shall include complaints received by the Contractor and the resolution of said complaints.

(l) Improperly Prepared Materials/Contractor Obligation. The Contractor will provide notices ("sorry tag") to be left at the residential household which clearly explains the reason(s) Services (solid waste, yard waste, or recycling collection) were not provided, and what actions, if any, to be taken in the future to ensure collection of materials. Such notices are to be designed and printed by the Contractor at its sole expense. The form of "sorry tags" and any other related written information to be left at a residential

household shall be subject to approval by the Township prior to implementation which approval shall not be unreasonably delayed, denied or withheld.

In the event of valid complaints for other incidents, including, but not limited to, breakage of glass during collection of recyclables; items of solid waste, recyclables, or yard waste dropped during collection; and the like are not at the time cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up after a complaint or notification is received.

Contractor shall be prohibited from selectively removing items from carts for collection and shall either accept the entire contents or reject the entire contents of a cart. Contractor shall not be obligated to inspect the contents of a cart for excluded waste or any other unacceptable materials of a type and kind that Contractor determines, in its sole reasonable judgment, that any of the foregoing would be rejected for disposal at the disposal facility.

(m) Natural Disaster, Force Majeure. The Township shall be allowed to use alternative contractor(s), at its discretion, in emergency situations. In the event of a severe storm, tornadoes, flood, natural disaster, or any other act of God, the Contractor shall, upon request of the Township, provide special/extra services, including, but not limited to, roll-off containers at locations as directed by the Township, subject to availability of Contractor's resources. The Contractor and Township shall mutually agree upon rates for said services.

Neither the Contractor nor the Township shall be liable for the inability to perform normal weekly solid waste collection duties nor for any resulting damage or loss, if such inability is caused by a catastrophe, terrorism, riot, war, strike or other work stoppage, fire, accident, Act of God including inclement weather, or similar contingency which is beyond the reasonable control of the Contractor or the Township. Changes in recycling markets or market prices are specifically excluded from the above force majeure contingencies contemplated in this section. If the Contractor or Township claims a delay due to an event of force majeure, it shall give the other party written notice of such event within three (3) calendar days of its occurrence.

(n) Fees. The Contractor shall not impose or assess upon any residential household: any fee not previously disclosed to the Township in the Contractor's cost proposal; impose or assess any fuel surcharges, administrative fees, environmental fees, recycling contamination fee, or similar fees; or charge any amounts in excess of the charges derived solely from the rates set forth in Exhibit B.

4.5 Township and Contractor Representatives.

The Township shall provide the Contractor with the name of its authorized representative with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Contractor's Representative. Likewise, the Contractor shall provide the Township with the name of its Representative with respect to matters that may arise during the performance of this Agreement and such person shall have authority to transmit instructions and receive information and confer with the Township's authorized representative. Should any respective representative change, the Township or the Contractor will provide notice to the other party.

V. REVENUE COLLECTION PROCEDURES

5.1 Billing of Accounts. Payment to Contractor, Residential Participation.

(a) The Contractor shall, on a quarterly basis, bill and collect all rates and charges relating to services under this Agreement in advance of services for each quarter. The bill should clearly state and itemize each service provided by the Contractor and the corresponding cost of each service. The Township will receive a 1.0% rebate on a quarterly basis based on the previous quarter's collected revenue for curbside and container refuse and recycling collection. Multi-family locations requesting weekly metal container service will be billed \$12.91 per unit.

(b) The bill shall be payable by each residential household within thirty days of receipt.

(c) The Contractor shall exercise reasonable efforts to inform other solid waste service providers chosen by a residential household of Contractor's exclusive right to provide the Services. The Township shall agree to cooperate and assist the Contractor in the identification of move-ins, move-outs, or other related information that may assist the Contractor in the execution of this subsection to the extent that the Township has access to such information.

(d) The Contractor shall provide the Township with a report listing, upon request, of each identified Agreement location, in a form acceptable to the Township, serviced by the Contractor. The report shall include, but not be limited to, the name, address, phone number, email address, route number, Services provided, and service day of the week of each identified Agreement location.

(e) The Contractor agrees that, based on a pre-paid service billing cycle, any unused full months of service shall be fully refunded when a resident closes an account in good standing. The Contractor agrees to issue a refund to resident within sixty days from receiving notification from the resident.

(f) Contractor shall only terminate service in the event that a residential household fails and refuses to pay all amounts due to Contractor after Contractor has provided the residential household, over a period of not less than ninety days, with both a past due notice and a final notice stating the full amount due and payable to the Contractor or where a residential household repeatedly places excluded waste or other materials not eligible for collection in their cart after having received no less than three written notices from the Contractor not to do so.

VI. TITLE TO WASTE

6.1 Title to Waste. The Contractor shall take title of the solid waste and other acceptable waste once it has been collected by the Contractor. Title to and liability for excluded waste shall remain with the residence owner or generator, as the case may be.

VII. BREACH, EVENTS OF DEFAULT AND REMEDIES

7.1 Breach by Contractor. Each of the following shall constitute a breach on the part of the Contractor:

(a) failure of the Contractor to pay, within thirty days after notice from the Township of such nonpayment, amounts which are undisputed or which are due to the Township under this Agreement. Contractor shall give Township prompt notice of any disputed amount and shall timely pay the undisputed portion of any amount invoiced by Township,

(b) failure of the Contractor to perform timely any material obligation under this Agreement except that such failure shall constitute a breach only if such failure remains uncured for five business days after notice to the Contractor from the Township (the "cure period") of such failure (unless such breach results in the generation of an immediate hazard to public safety or welfare in which case the Township may require a more expedient cure which is reasonable under the circumstances). If any alleged breach is of such type and kind that it cannot be reasonably cured within the cure period, Contractor shall have a reasonable amount of time in which to effect a cure,

(c) the Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee, or liquidator for a substantial part of its property,

(d) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding being threatened or instituted by the Contractor under the laws of any jurisdiction,

(e) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty days,

(f) any action or answer by the Contractor approving of, consenting to, or acquiescing in any such proceeding, or

(g) the levy of any distress, execution, or attachment upon the property of the Contractor which shall, or which reasonably might be expected to, substantially interfere with its performance under this Agreement.

(h) the assignment or attempt to assign this Agreement to any other party, in bankruptcy or otherwise. This Agreement shall not be an assignable asset of the Contractor and shall not be pledged as collateral, except with the Townships written consent, which consent may be withheld at the sole and absolute discretion of the Township.

7.2 Events of Default and Remedies of Township. This §7.2 shall survive the termination of this Agreement. If a breach occurs under §7.1, the Township may exercise any one or more of the following remedies:

(a) The Township may declare an event of default upon a material, uncured breach of a Contractor obligation and may then terminate this Agreement thirty days after such immediately, upon notice to the Contractor. Upon such termination the Contractor shall cease providing Services under this Agreement. In such event, the Contractor shall immediately refund to all residential households receiving Services under this Agreement the full amount, prorated to the date of termination, any amounts that were pre-paid for Services which have not yet been rendered.

(b) The Township may seek and recover from the Contractor any unpaid amounts plus legal fees due the Township, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon Agreement, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the breach.

(c) The Township may:

(i) call upon the sureties to perform their obligations under performance bond or letter of credit,

(ii) Hire replacement contractors to perform the services of Contractor contemplated under this Agreement and charge to Contractor any increased or additional costs incurred by the Township or by any residential household receiving services under this Agreement as costs of cover, or

(iii) in the alternative, after releasing the sureties from their obligations under the performance bond or letter of credit, take over and perform the required services by its own devices, or may enter into a new Agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Township for the performance of the required services.

(d) The Township shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action, or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Township shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.

(e) No remedy by the terms of this Agreement conferred upon or reserved to the Township is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Township. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any event of default shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereto.

(f) In the event the Township is obligated to pursue any action against Contractor in order to compel Contractor to perform its obligations hereunder, whether through the issuance of notices or the initiation of litigation, the Township shall be entitled to recover any legal fees or cost incurred by the Township from Contractor, unless such action results in litigation and the Contractor prevails in such litigation.

VIII. INSURANCE AND INDEMNIFICATION

8.1 Insurance. The Contractor agrees to carry insurance relating to this Agreement in the amounts and subject to the terms and conditions set forth in Exhibit C. Exhibit C is hereby incorporated into this Agreement.

8.2 Indemnification.

(a) The Contractor shall, at its sole cost and expense, indemnify, defend, keep and hold harmless the Township, its elected and appointed officials, employees, agents, volunteers and consultants ("Indemnitees") from any and all liability, losses or damages, including attorney's fees and costs of defense, the Indemnitees may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of the Contractor under the Agreement; and the Contractor shall, at its own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Indemnitees in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Indemnitees as herein provided

(b) The policy limits, availability or unavailability of insurance coverage or the applicability of claims, defenses, or limitations based upon applicable law (including, but not limited to the Illinois Workers' Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless Indemnitees for damage, liabilities, or other costs arising out of or relating to the Contractor's work or this Agreement.

(c) Nothing in this §8.2 shall apply to suits or actions, which are barred by the applicable statute of limitations.

(d) This §8.2 shall survive the termination of this Agreement.

IX. MISCELLANEOUS

9.1 Non-Assignability. This Agreement will not be assignable by the Contractor and the Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation. The Contractor is required to perform the Services and the Contractor's other obligations under this Agreement with its own employees.

9.2 Equal Employment Opportunity. In the event of the Contractor's noncompliance with the provisions of Section §9.2, the Equal Employment Opportunity Act, the American with Disabilities Act (ADA), the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations for Public Contracts, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

(a) During the term of this Agreement, the Contractor agrees as follows:

(i) That it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it shall examine all job classifications to determine if minority persons or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.

(ii) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it shall determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it shall hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(iii) That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor shall state that all applicants shall be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(iv) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Township, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(v) That the Contractor shall permit access to all relevant books, records, accounts and work sites by Trustees of the Township and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

9.3 Performance Bond. The Contractor shall furnish a bond payable to the Township in the form of a faithful performance bond for the faithful performance of this Agreement, secured by a surety company acceptable to the Township in an amount equal to one-fifth (1/5) of the estimated amount of the Contractor's total compensation for the first year of the Agreement. The performance bond must be substantially in the form attached as Exhibit C, to be executed by a responsible surety company, licensed

to do business in the State of Illinois. The surety company providing the faithful performance bond shall be a minimum policyholder's rating of A+ and a minimum financial rating of AAA and in all other respects acceptable to the Township. The initial bond shall be posted on or before the date that the Contractor commences providing services to the Township.

9.4 Equipment to be used by Contractor. The Contractor agrees to collect all materials described in §4.1 in fully enclosed, leak-proof, modern trucks. The Township shall have the right to inspect all vehicles to ensure vehicles are safe and capable of collecting solid waste and other material.

9.5 No Alcohol or Drugs. The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or within the course of performing their duties under this Agreement.

9.6 Compliance with Laws. The Contractor shall comply, and shall cause its agents, employees and Subcontractors to comply, with the requirements of all federal, state and local laws, rules, regulations, licenses, approvals, and permits in all matters pertaining to (a) the Services and (b) all other transactions contemplated by this Agreement.

9.7 Dispute Resolution.

(a) In the event any controversy, claim, or dispute between the Contractor and the Township shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the Township and the Contractor shall undertake in good faith to resolve the dispute. The Contractor and the Township agree that each have the rights available in law or equity to enforce the terms of this Agreement in the Cook County Circuit Court.

(b) The Contractor and the Township shall continue to perform diligently their respective obligations under this Agreement:

(i) notwithstanding the existence of any dispute, controversy, or claim, and

(ii) during the pendency of any judicial, administrative, or other dispute resolution process which is commenced by one or both parties.

(c) This §9.7 shall survive the termination of this Agreement.

9.8 Further Assurances. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Agreement so long as such instruments and acts:

(a) are not inconsistent with the provisions of this Agreement, and

(b) do not involve increased costs to provide the Services or the assumption of obligations in addition to the obligations contemplated by this Agreement.

(b) do not involve increased costs to provide the Services or the assumption of obligations in addition to the obligations contemplated by this Agreement.

9.9 Relationship of the Parties, Third Parties. Nothing in this Agreement shall be deemed to constitute one party as the partner, agent, or legal representative of the other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to any party to this Agreement nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

9.10 Notices. All notices shall be in writing and shall be given by personal delivery, certified or registered mail, or prepaid mail carrier to the parties hereto at the respective addresses set forth below. Except as expressly authorized in Section 3.1 of this Agreement, email communication shall not be acceptable for "notice" purposes. Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice in writing to the other party given in accordance with this §10.16.

Notice to the Township shall be made to:

**Karen J. Diamond or Successor
Township Supervisor
1700 Ballard Road
Park Ridge, IL 60068**

With a copy (via Email) to:

**Dayna Berman or Successor
Township Administrator
1700 Ballard Road
Park Ridge, IL 60068
Email: [dberman@mainetown.com]**

Notice to the Contractor shall be made to:

**William K. Flood Jr. or Successor
President
17W609 14th Street
Oakbrook Terrace, IL 60181**

With a copy (via Email) to:

**Michael J. Flood or Successor
Municipal Manager
17W609 14th Street
Oakbrook Terrace, IL 60181
Email: flood.michaelj@floodbrothersdisposal.com**

9.11 Waiver.

(a) The waiver of a condition, event of default, or breach under this Agreement must be in a written signed instrument except as otherwise specifically stated in this Agreement. The waiver by either party of an event of default or a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent event of default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of an event of default or breach shall not operate or be construed to operate as a waiver of the existing or any subsequent event of default or breach.

9.12 Entire Agreement. Modification, Conflicts. This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement:

(a) constitutes the entire and integrated Agreement between the parties with respect to the transactions contemplated by this Agreement,

(b) supersedes and replaces all prior negotiations, Agreements, or understandings with respect to the transactions contemplated by this Agreement, and

(c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.

9.13 Construction. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement shall not be construed against either the Township or the Contractor. Wherever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

9.14 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

9.15 Prevailing Wage. To the extent applicable, the Contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq. In such instances, the general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract (and the prevailing rates for legal holiday and overtime work) as ascertained by the Illinois Department of Labor ("Department") shall be paid by the Contractor and any subcontractor working under him. In such instances the Contractor shall be required to submit prevailing wage records to the Department utilizing the Department's web portal for such purpose. The Township may, but shall not be required to, demand proof of such submission. Contractor shall also adhere to all applicable prevailing wage scales and rates adopted by the Department. Contractor shall indemnify, defend and hold harmless the Township from any claims arising out of or relating to any actual or alleged non-compliance with the requirements of the Prevailing Wage Act. Prevailing Wage rates for Cook County are posted on the Illinois Department of Labor website.

9.16 Document Requests. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the Township to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the Township). Contractor shall review its records promptly and produce to the Township within two business days of contact from the Township the required documents responsive to a request under the Act. If additional time is necessary to comply with the

request, the Contractor may request the Township to extend the time do so, and the Township will, if time and a basis for extension under the Act permits, consider such extensions. Contractor and Township recognize and acknowledge that this Agreement is a public record as that term is defined in the Act.

9.17 Certifications:

(a) Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

(i) Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

(ii) Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation.

(iii) Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

(iv) Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

(v) Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

(vi) Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

(vii) Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

(viii) Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify

and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provides drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635.

(ix) Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the Township shall discriminate on the basis of any protected classification.

(x) United States Resident Certification: (This certification must be included in all contracts involving personal Services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a United States Citizen or Corporation.

(xi) Tax Payer Certification: Under penalties of perjury, the Contractor certifies that it possesses a Federal Tax Payer Identification Number and is doing business as a corporation.

(xii) Authorized in Illinois: The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

(xiii) General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the request for proposal process, agreement, or any Services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the Township from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The Contractor further certifies that

it will pay all taxes applicable to Services under this Agreement and pay all applicable fees under this Agreement.

9.18 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determinations, implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

9.19 Law to Govern and Venue. This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be Cook County, Illinois. Any references to laws in this Agreement shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first written above.

Flood Brothers Disposal Co.

By: William K. Flood Jr.
(Printed Name)

Its: President

Attest: Michael J. Flood
By: Michael J. Flood

Its: Municipal Manager

Maine Township

By: Kimberly Jones
(Printed Name)

Its: Township Supervisor

Attest: [Signature]
By: [Signature]

Its: Clerk

EXHIBIT A - Map of unincorporated Maine Township

EXHIBIT B

Maine Twp. for Solid Waste Collection & Recycling Services Rate Form

Please specify the percentage of the quarterly rebate: 1.0%

Five (5) Year Option

		YEAR 1	
1.0	Single-Family Solid Waste Collection & Disposal w/ cart	\$22.18	Household/month
	Price with Senior Discount	\$19.94	Household/month
2.0	Multi-Family Solid Waste Collection & Disposal w/cart	\$22.18	Household/month
	Price with Senior Discount	\$19.94	Household/month
3.0	Recycling Service (Carts or Collection Bins)	Included	Household/month
	Price with Senior Discount	Included	Household/month
4.0	Landscape Waste Collection (Price of sticker per bag or bundle)	No Stickers - Unlimited	
5.0	White Goods Collection	\$20.00	Per Item
6.0	Bulk Items Collection (first item free)	\$10.00	Per item
		YEAR 2	
1.0	Single-Family Solid Waste Collection & Disposal w/ cart	\$22.62	Household/month
	Price with Senior Discount	\$20.34	Household/month
2.0	Multi-Family Solid Waste Collection & Disposal w/cart	\$22.62	Household/month
	Price with Senior Discount	\$20.34	Household/month
3.0	Recycling Service (Carts or Collection Bins)	Included	Household/month
	Price with Senior Discount	Included	Household/month
4.0	Landscape Waste Collection (Price of sticker per bag or bundle)	No Stickers - Unlimited	
5.0	White Goods Collection	\$20.00	Per Item
6.0	Bulk Items Collection (first item free)	\$10.00	Per item

		YEAR 3	
1.0	Single-Family Solid Waste Collection & Disposal w/ cart	\$23.19	Household/month
	Price with Senior Discount	\$20.85	Household/month
2.0	Multi-Family Solid Waste Collection & Disposal w/cart	\$23.19	Household/month
	Price with Senior Discount	\$20.85	Household/month
3.0	Recycling Service (Carts or Collection Bins)	Included	Household/month
	Price with Senior Discount	Included	Household/month
4.0	Landscape Waste Collection (Price of sticker per bag or bundle)	No Stickers - Unlimited	
5.0	White Goods Collection	\$20.00	Per Item
6.0	Bulk Items Collection (first item free)	\$10.00	Per item
		YEAR 4	
1.0	Single-Family Solid Waste Collection & Disposal w/ cart	\$23.77	Household/month
	Price with Senior Discount	\$21.37	Household/month
2.0	Multi-Family Solid Waste Collection & Disposal w/cart	\$23.77	Household/month
	Price with Senior Discount	\$21.37	Household/month
3.0	Recycling Service (Carts or Collection Bins)	Included	Household/month
	Price with Senior Discount	Included	Household/month
4.0	Landscape Waste Collection (Price of sticker per bag or bundle)	No Stickers - Unlimited	
5.0	White Goods Collection	\$20.00	Per Item
6.0	Bulk Items Collection (first item free)	\$10.00	Per item
		YEAR 5	
1.0	Single-Family Solid Waste Collection & Disposal w/ cart	\$24.48	Household/month
	Price with Senior Discount	\$22.01	Household/month
2.0	Multi-Family Solid Waste Collection & Disposal w/cart	\$24.48	Household/month

	Price with Senior Discount	\$22.01	Household/month
3.0	Recycling Service (Carts or Collection Bins)	Included	Household/month
	Price with Senior Discount	Included	Household/month
4.0	Landscape Waste Collection (Price of sticker per bag or bundle)	No Stickers - Unlimited	
5.0	White Goods Collection	\$20.00	Per Item
6.0	Bulk Items Collection (first item free)	\$10.00	Per item

EXHIBIT C

The Contractor must procure and maintain for the duration of the Contract and at its own expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having rating not less than "A" or better, as described in the AM Best Rating Guide. Maine Township, its officers, employees, agents, and volunteers shall be named as additional insureds on all insurance policies required under this Agreement and the Contractor shall provide certificates of insurance to the Township. The Contractor must maintain limits no less than:

A. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

- | | |
|--------------------------|----------------------------|
| 1. Workers' Compensation | State Statutory Limits |
| 2. Employers Liability | \$1,000,000 (per accident) |

B. COMMERCIAL GENERAL LIABILITY COVERAGE

- | | |
|-------------------------|--|
| General Aggregate Limit | \$5,000,000 (combined single limit per occurrence for bodily injury, personal injury and property damage). |
|-------------------------|--|

Note: There shall be no exclusion for explosion, collapse, and underground property damage.

C. AUTOMOBILE LIABILITY

- | | |
|---------------|---|
| Each Accident | \$5,000,000 (combined single limit per occurrence for bodily injury, personal injury and property damage) |
|---------------|---|
- All owned, non-owned & hired vehicles to be insured.

D. UMBRELLA LIABILITY COVERAGE

- | | |
|-------------------------|-------------|
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$1,000,000 |

Maine Township, and all beneficiaries there under and agents thereof shall be named as additional insureds on a primary and non-contributory basis. Contractor shall provide certificates of insurance to the Township.

Exhibit D

CONTRACTORS SIGNED AND SUBMITTED PROPOSAL