Village of Ringwood

CONTRACT FOR REFUSE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

This Contract made and entered into as of the 17th day of August, 2026 by and between the VILLAGE OF RINGWOOD, McHenry County, Illinois (the "Village") and Flood Brothers Disposal Co., an Illinois Corporation, having its place of business at 17W609 14th Street, Oakbrook Terrace, IL 60181 ("Contractor")

RECITALS

A. The Village is an Illinois Municipal Corporation.

B. Contractor is an Illinois corporation which is authorized to do business in the State of Illinois and is engaged in the business of providing solid waste disposal and related services.

C. The Village desires to have a single waste hauler provide residents of the Village who live in single family and two-family attached and detached residential units, as well as municipally owned properties, with solid waste collection and disposal services in order to assure compliance with requirements relating to the disposal of refuse, landscape waste, and other forms of refuse and to assure compliance with recycling and waste reduction requirements.

D. Contractor is willing to provide solid waste collection and disposal services in accordance with the terms and conditions set forth in this Contract.

E. The Village is willing to designate Contractor as the exclusive waste hauler for single family and two-family attached and detached residential units, as well as municipally owned properties, subject to the terms and conditions set forth in this Contract. The contract shall not include commercial or industrial properties unless specified.

F. The Village is authorized to enter into this Contract pursuant to Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) and other statutory provisions contained in the Illinois Complied Statutes.

CONTRACT PROVISIONS

ARTICLE I - SERVICE REQUIRED

Contractor shall provide the following services to all residences as defined in this Contract:

A. **Basic Services.** Basic services to be provided to Households by Contractor shall include:

1. Weekly curbside collection of garbage, and curbside collection of recyclables, placed in approved containers.

2. Two (2) bulk items per residence per week.

3. Landscape and leaf pick-up -- Weekly landscape waste collection service shall be offered from April 1 through November 30. Residents can place out unlimited bags or cans per week for collection.

4. Christmas tree pickup and recycling service at single and 2-family attached and detached residences - January 1 through January 15.

B. **Additional Services.** Contractor shall provide the following services, in addition to the Basic Services.

1. One (1) shred day at designated locations in the Village, once in Spring and once in Fall, to allow Village residents to shred and destroy unwanted paper.

2. Electronic collection day - One (1) day per year at a location in the Village to allow residents to dispose and/or recycle electronics (not including televisions).

3. White Goods – Collection services for white good items, items containing Freon. Residents will be asked to call Contractor 24 hours prior to collection to schedule the pickup.

4. Village Sponsored Events – Contractor will provide collection of waste and recycling from Village Sponsored Events at no charge as requested. Contractor will also provide necessary toilets and wash stations for the event.

5. Extra Pick Up – Contractor will, at an extra cost to the resident, pick up extra waste at a residence upon request for pick up outside of resident's regularly schedule pick up day. Contractor will utilize commercially reasonable efforts to ensure any such resident signs the ticket related to the extra pick up.

6. Disaster/Emergency Event. In the event of a natural or man-made disaster such as a tornado, heavy flooding, etc., Contractor will work with Village staff to arrange a special collection(s) and will provide a $5,000 allowance to the Village for this service.

C. **Publicly Owned Buildings, Property and Facilities.** Contractor shall provide weekly collection of garbage and recyclables free of charge at all Village-owned properties

including, but not limited to, Village Hall, Public Safety Building, Public Works Department (dumpster pick-up), Senior Center, and other designated locations.

ARTICLE II - DEFINITIONS

Bulk Items. Any refuse which is too large to fit into an approved refuse container and which combined with any other refuse that is too large to fit into an approved container exceeds, in total, fifty (50) pounds in weight. Examples of bulk items include beds, sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances that do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Change in Law. (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation after the date of the Contract; or (ii) the order or judgment of any federal, state, or local court, administrative agency or other governmental body; or (iii) a change in interpretation of permit requirements or other obligations of Contractor by a "Regulatory Authority"; provided that such event materially changes the costs or ability of Contractor to carry out its obligations under the Contract and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date of this Contract is executed.

Collection Trucks. Trucks and other motor vehicles operated by Contractor in the collection of solid waste in the Village. Street sweepers are considered to be collection trucks.

Container. A landscape waste container, refuse container or recyclable cart. Personal container not to exceed thirty-three (33) gallons and must be plastic or metal.

Hazardous Waste. Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by, or pursuant to, federal or state law; or waste in any amount, which is regulated under federal or state law. For purposes of this Contract, the term "Hazardous Waste" shall also include motor oil, gasoline, and paint.

Household. Households include all single family and two-family attached and detached residential units.

Landscape Waste. Compostable waste material from indoor or outdoor vegetation and landscape areas including grass, leaves, garden clippings and brush, excluding Christmas trees.
Municipal Facilities. All Village-owned properties including, but not limited to, Village Hall, Public Safety Building, Public Works Department, Senior Center, and other designated locations.

Recyclable Materials. Single stream recycling materials.

Recycling Cart. A sixty-five (65) gallon wheeled plastic container, supplied by Contractor, with a tight-fitting top, requiring a semi-automatic lifting mechanism for collection and containing identifying markings as being for the collection of recyclables.

Refuse. All un-recyclable waste typically generated in a household or municipal building.

Refuse Container. A ninety-five (95) gallon wheeled plastic container, supplied by Contractor, with a tight-fitting top, requiring a semi-automatic lifting mechanism for collection and containing identifying markings as being for the collection of refuse.

Residential, Residence or Residential Dwelling Unit. Single family and two-family attached and detached residential units.

Solid Waste – Refuse, Landscape Waste, and Recyclables.

White Goods - Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

ARTICLE III - TERM OF CONTRACT - RATE AND EXTENSION NEGOTIATIONS

The initial term of this contract shall be for five (5) years, commencing February 1, 2027, and ending January 31, 2032. After the initial term of the contract, the option to renew for additional five (5) year periods will be approved by both parties at least six (6) months prior to end date.

Upon the expiration of the contract term, or earlier termination by the Village, Contractor shall remove existing containers and carts within sixty (60) days. Either party may terminate this Agreement, for any reason or for no reason, upon not less than six (6) months prior written notice to the other party stating such party's intention to terminate this Agreement.

ARTICLE IV - CONTRACTOR QUALIFICATIONS

A. Contractor shall have available, for use throughout the term of the Contract, an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator, compost facility, processing center or transfer site for the disposal of all Refuse, Recyclables and Landscape Waste collected under the terms of this Contract.

B. Contractor shall have the necessary financial ability to satisfy all the requirements placed upon it under the terms of this Contract.

C. Contractor must obtain, at its own expense, all permits, licenses and other authorizations which may be required in order for Contractor to perform the services to be provided under this Contract.

ARTICLE V - GENERAL SERVICE REQUIREMENTS

The following provisions shall apply to all three components of the collection and disposal service to be provided by Contractor pursuant to this Contract; refuse, landscape waste and recyclables:

A. Collection and Disposal Service, Schedule and Starting Time

1. Exclusivity. Contractor is given the exclusive right to provide collection and disposal service for solid waste from all Households and Municipal Facilities that

are within the corporate limits of the Village. Contractor shall furnish all equipment, labor, materials and supplies necessary for, and perform all the work necessary to, the services to be provided under this Contract. Contractor shall not be required, under the terms of this Contract, to collect any refuse from any commercial or industrial establishment, nor from any multi-unit buildings consisting of three (3) or more families.

2. Collection. Collection shall be made from every Houeshold and Municipal Facility. Refuse containers, recycling carts, and landscape waste carts shall be neatly returned to the location where they were placed for collection. Any such containers or carts that are damaged as a result of their handling by employees or which require repair due to ordinary wear and tear shall be repaired or replaced by Contractor, at Contractor's expense. All carts must be supplied by Contractor.

3. Time and Day of Collection. Collections shall be made between the hours of 7:00 am and 6:00 pm. Areas annexed to the Village following the execution date of this Contract must be serviced upon notice to Contractor by the Village. Collection of all solid waste shall be conducted on Wednesday. If the collection day falls on a holiday, then collection shall be made on the next day following the holiday. If Contractor is unable to collect solid waste on the regular weekly collection day because of weather conditions, Contractor shall immediately notify the Village and collect the solid waste on the next regular working day when weather conditions permit. Contractor will work with the Village to provide proper notice to residents of any change in schedule except typical changes due to a holiday. These notices will include but not be limited to public announcements via Contractor's website and social media accounts.

4. Collection Routes. Contractor shall establish collection routes within the Village's boundaries, designed to best serve the Village's residents in the most cost-effective manner possible and shall be subject to the approval of the Village. Route maps shall be provided to the Village and shall be subject to the Village's approval. Route changes made during the term of the Contract shall be subject to the approval of the Village, and in the event that route changes are approved, revised route maps shall be supplied to the Village.

5. Collection Trucks. Collection trucks and other equipment used in the Village by Contractor in connection with the collection of solid waste shall be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations. All collection trucks shall be covered and secured to prevent materials and items from blowing, leaking or falling out during transit. All collection trucks shall have the name, logo and telephone number of Contractor clearly displayed on both sides of the collection truck in a size that is large enough to be easily readable. All collection trucks shall be equipped with radios which will allow Contractor's Customer Service Center and Contractor's operational supervisors to communicate immediately with persons in the collection truck. The collection trucks shall be equipped with rear mirrors. Each collection truck shall be equipped with a broom or shovel which can be used to clean and remove any material that may be spilled

or littered. Collection trucks, other than street sweepers, shall be cleaned every two weeks and shall undergo preventive maintenance checks every 250 engine hours or 30 days, whichever is less. Contractor shall keep and maintain logs describing the maintenance inspections and services performed and any problems in the operation of a collection truck. These logs shall be made available for inspection or review by the Village upon request.

6. Debris and Litter. Contractor shall pick up and clean all materials that may be blown, littered, spilled or broken as a result of being handled by Contractor personnel during and after collection. Any materials or items that are spilled dumped or which fall from collection trucks or which are spilled or dumped by Contractor personnel shall be cleaned up and removed within two hours of verbal notification made to Contractor on behalf of the Village. If it is necessary to deploy a street sweeper or other equipment in order to accomplish the clean-up and removal, Contractor shall promptly dispatch all necessary equipment at Contractor's expense. In the event such materials or items are not removed within the two-hour period, the Village shall have the right to clean and remove the materials and items at the expense of Contractor. Contractor shall reimburse the Village for the reasonable cost of such cleaning and removal within 30 days after receiving an invoice from the Village for the expense of the cleaning and removal.

7. Customer Service Center. Contractor shall staff and maintain a customer service center for the purpose of answering questions, providing information, receiving requests for additional service and receiving complaints from residents of the Village. The customer service center shall be sufficiently staffed by courteous and knowledgeable personnel so as to allow Contractor to respond promptly to telephone calls made to the customer service center from Village residents. The customer service center shall be open from 7 a.m. until 5:30 p.m. Monday through Friday and 8 am to 12 pm on Saturday, and shall be accessible by telephone by dialing a toll free number as may be established by Contractor. Contractor shall provide a printed educational brochure to Households prior to February 1, 2022 explaining the program and including the telephone number. Contractor shall provide extra copies of the brochure to the Village. Contractor shall provide written notice to Village residents at least 30 days prior to changing the telephone number of the customer service center. The customer service center shall be equipped so that telephone calls made to the customer service center when it is not open shall be recorded and logged by an answering service. Contractor shall maintain a log or similar record of all calls made to the customer service center by Village residents which shall state the date, time, nature of the call and the telephone number, address and name, if available, of the person making the call. The log or other record shall also state how the complaint was resolved and the date the complaint was resolved. Such logs or similar records shall be provided to the Village at the end of each calendar quarter and shall be made available for inspection by the Village upon request. The customer service center shall have the capability to communicate with the personnel in a Collection Truck by means of radio transmission.

8. Resident Requests for Service and Complaints. Residents shall be directed to call the Customer Service Center in the event Contractor fails to collect solid waste at their residence as scheduled. Contractor shall publicize this procedure for residents to make complaints of missed collections. Contractor will promptly investigate and courteously resolve all complaints of missed pick-ups, and will arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint will be serviced on the next working day. Contractor shall respond to other requests for service from Village residents no later than the end of the next business day after the Customer Service Center is notified of the request. Contractor shall respond to requests for service from the Village promptly and as soon as reasonably possible if the call for service is prompted by a circumstance which constitutes a hazard to persons or property.

9. Damage to Streets, Parkways and other Public Rights of Way. Contractor shall take all reasonable actions to avoid damage, as a result of its and any subcontractor's operations to existing sidewalks, curbs, streets, trees, parkways, pavements, utilities, adjoining property, the work of separate contractors, and the property of the Village and others, and Contractor shall repair any damage thereto or replace damaged items specifically caused by Contractor or its subcontractors' operations. Contractor shall also leave all property described in the preceding sentence in a clean and sightly condition.

   Contractor shall provide collection equipment that will not disfigure or damage Village streets, and operators that will operate vehicles in a manner that will not damage streets, sidewalks, parkways, overhead trees, etc.

   In the event that Contractor fails to promptly repair any such damage, the Village shall have the right to have the damage repaired itself at Contractor's expense. Contractor shall reimburse the Village for the reasonable cost of any such repairs within 30 days after receiving an invoice from the Village for the expense of the cleaning, removal, or repairs made by the Village.

10. Scope of Contractor's Responsibilities. Contractor is responsible for the transport, transferring, processing and disposal of all solid waste collected within the Village. No transfer, storage, processing or disposal of solid waste shall occur within the Village.

11. Closed Streets. In the event a street is closed due to construction work, Contractor agrees to collect solid waste in accordance with its regular schedule, and in accordance with a method of collection approved by the Village.

B. Contractor's Personnel

1. Contractor shall assign a qualified person or persons to be in charge of its operation in the Village. Contractor shall furnish the Village with a telephone number at

which this person (or his substitute) will be available 24 hours a day. Information regarding the experience of such person(s) shall also be provided if requested by the Village.

2. Each employee operating a vehicle shall at all times carry a valid Operator's License for the type of vehicle the employee is operating. All Contractor employees involved in the collection of solid waste within the Village's corporate limits shall wear uniforms. Contractor shall conduct drug and alcohol testing of all employees involved in the collection of solid waste in the Village as required by any applicable federal or state law, rule or regulation. All employees of Contractor engaged in providing solid waste collection services in the Village shall carry official company identification cards and shall present such identification upon request. Employees of Contractor in providing solid waste collection services in the Village shall be neat and orderly and shall be courteous to residents of the Village and employees of the Village.

3. The Village may request the transfer or dismissal of any employee of Contractor violating any provision of this Contract or who is negligent or discourteous in the performance of the employee's duties.

4. Contractor shall provide operating and safety training for all employees engaged in providing the services provided for under this Contract.

C. Compliance with County Recycling Ordinances

Contractor agrees to comply with the McHenry County Recycling Ordinances.

D. Notification

Contractor will notify the residents of Ringwood of any changes or additions to the solid waste program at the sole expense of Contractor.

E. Performance and Strikes

Should Contractor for any reason fall more than seven days behind in its collection schedule or fail to collect solid waste on the scheduled collection date for two consecutive weeks, then the Village may at its option, cause such solid waste to be collected and disposed of and all expenses incurred by the Village shall be paid by Contractor. Such payment shall be made within thirty (30) days after the Village notifies Contractor as to the amount due. In the event that Contractor cannot provide the collection services required under this Contract due to a strike, Contractor, at no cost to the Village or Village residents, shall supply six (6) thirty-yard dumpsters or other similar containers into which solid waste can be deposited by residents during the duration of the labor dispute. Contractor shall provide for the disposal of the solid waste deposited in the dumpsters. Contractor shall dispose of any solid waste in the dumpsters and replace a dumpster with an empty dumpster within twenty-four (24) hours after being notified to do so by the

Village. The location of the dumpsters shall be determined by the Village.

F. Quarterly Reports

Contractor shall prepare and submit to the Village quarterly reports, due by the 20th day of each January, April, July and October. The quarterly report shall cover the three-month period which ended on the last day of the previous month before the date the report is due. The quarterly report shall include, but not be limited to the following information:

1. Total pounds of refuse, recyclables (by type), and landscape waste (by type) collected each month;

2. Monthly recycling participation rate divided by the number of homes included in the collection service (participation percentage);

3. The logs maintained by Contractor as described above; and

4. The name and location of the refuse, recycling, and compost facilities used by Contractor;

All reports, data, and information, once supplied to the Village, will become the property of the Village for use by the Village as it deems proper in the reasonable exercise of the Village's discretion without obligation to any person, firm, or corporation. The Village reserves the right to audit, at the Village's cost, the financial and administrative records of Contractor as they pertain to the solid waste collection and disposal services provided by Contractor pursuant to this Contract. Contractor shall make its financial and administrative records available for audit by the Village upon reasonable notice and at a reasonable time and location.

ARTICLE VI - COLLECTION AND BILLING

A. Collection Equipment

Contractor shall provide carts and any other related equipment necessary for collection to each residence for refuse, landscape waste, and recyclables. All carts and dumpsters remain the property of Contractor and shall be repaired or replaced, as needed, by Contractor.

B. Billing

1. Contractor shall invoice the residents in advance of services on a quarterly basis.

ARTICLE VII - RATES

The rates set forth below are the rates to be charged to Village by Contractor for services provided pursuant to this Contract. SEE EXHIBIT A.

ARTICLE VIII GENERAL PROVISIONS

A. Contractor's Bonds and Insurance

1. Faithful Performance Bond.

Throughout the term of this Contract, Contractor shall furnish to, and maintain on file with the Village a letter of credit or bond payable to the Village in the form of a faithful performance bond, secured by a surety company acceptable to the Village, conditioned upon the faithful performance of all covenants and stipulations under this Contract. The amount of the bond shall be for not less than Fifty Thousand Dollars ($50,000). 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 is acceptable to the Village of Ringwood. The form of the bond shall be subject to the approval of the Village's attorney, which approval shall not be unreasonably withheld. This Contract shall not be effective until the letter of credit or bond is received, reviewed and accepted by the Village.

2. General Liability, Automobile and Workers' Compensation Insurance.

Contractor shall procure and maintain the following insurance during the entire term of the Contract:

Type of Insurance	Required Limits of Liability
1. Workers Comp	Statutory
2. Commercial General Liability including "occurrence" coverage for:	
a. Premises and operations independent contractors, protective, contractual liability, broad form property damage and XCU hazards	$1.000.000 per occurrence for bodily injury and property damaged combined. $1,000,000 annual aggregate per location for bodily injury and property damage combined.
b. Products and completed operations (including broad form property damage)	$1,000,000 per occurrence for bodily injury and property damage combined. $1,000,000 annual aggregate for bodily injury and property damage combined
c. Personal injury liability	$1,000,000 per occurrence $1,000,000 annual aggregate
3. Business, Auto Liability (including owned, non-owned and hired vehicles)	$1,000,000 per accident for bodily injury and property damaged combined.

Miscellaneous Provisions

1. The insurance policies set forth in item 2 above shall continue to be maintained for a period of two (2) years following the termination of the contract.

2. Equivalent insurance must be maintained by any subcontractor of Contractor.

3. All insurance companies must be reasonably acceptable to the Village and may include self-insurance obtained by Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.

4. All liability coverages shall be written on an occurrence basis.

5. Prior to commencing services under the contract, Contractor shall deliver, or cause to be delivered, a policy endorsement evidencing that the Village is afforded coverage as an additional insured (and other evidence of insurance requested by the Village). Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days prior written notice has been given to the Village by certified mail.

7. Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insureds set forth herein.

8. The insurance coverages required in items 2 and 3 above shall be endorsed to include the Village, the officials, employees and agents of the Village. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional insureds.

B. Subcontracting and Assignment of Contract

This Contract shall not be assigned or transferred by Contractor without the consent of the Village in writing and, further, none of the services to be provided under this Contract shall be subcontracted without consent of the Village in writing. Such assignment shall not relieve the Contractor from any obligations under, or change the terms of, this Contract.

C. Compliance with Applicable Laws; Permits and Licenses

Contractor shall comply with any and all applicable laws in connection with the collection and disposal of solid waste from within the Village and in the performance of any of its other obligations under this Contract. Contractor shall not act or fail to act in any manner which shall cause the Village to be in violation of any applicable law, rule or regulation. Contractor shall obtain at its own expense all permits and licenses required by federal, state, county and local law or ordinance and maintain such permits and licenses in full force and effect during the Initial and any Extension Term of this Contract.

D. Certification of Eligibility

Contractor certifies that it is not barred from bidding on contracts offered for bid by any unit of state or local government in the State of Illinois as a result of having been convicted of a violation of either Section 33E-3 [Bid Rigging] or Section 33E-4 [Bid Rotation] of the Illinois Criminal Code.

Contractor certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

This Contract shall terminate and be of no further force and effect (1) if Contractor is convicted of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code, (2) if Contractor becomes delinquent in the payment of any tax administered by the Illinois Department of Revenue or (3) if Contractor otherwise becomes ineligible to contract to perform the services provided for under this Contract or provide solid waste collection services to the Village under any applicable law.

E. Indemnification

Contractor shall indemnify and hold harmless the Village, its officers, elected and appointed officials, and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village 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 Contractor under this Contract, including operations of subcontractors; and 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 Village in any such action, Contractor shall, at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance protection required by Contractor, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village as herein provided.

Nothing in the above paragraph shall be considered to preclude the Village from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of Contractor where such loss, destruction or damage is to Village property. Contractor shall do nothing to prejudice the Village's right to recover against third parties for any loss, destruction of, or damage to the Village's property and upon the request of the Village, at the Village's

expense, furnish to the Village all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Village in obtaining recovery).

F. Default and Termination

(a) The following shall constitute "Events of Default":

(i) Contractor fails to perform the services as outlined in this Contract within the time specified in the Contract; or

(ii) Contractor fails to make progress so as to endanger the performance of the Contract; or

(iii) Contractor fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required under the terms and provisions of this Contract; or

(iv) The dissolution or liquidation of Contractor (other than in connection with a permitted assignment); the filing by Contractor of a voluntary petition in bankruptcy naming Contractor as the debtor unless such petition is dismissed within thirty (30) days after it is filed; an assignment by Contractor for the benefit of its creditors; the entry by Contractor into an agreement for composition with its creditors; the approval as properly filed by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment or composition of or in respect of Contractor under the Federal Bankruptcy Act or any similar state or federal law; or the appointment of a receiver, trustee or other similar official for Contractor or its property, unless, within thirty (30) days after such appointment, Contractor causes such appointment to be stayed or discharged.

(b) If the Village terminates the Contract, the Village may procure supplies or services similar to those so terminated, and Contractor shall be liable to the Village for any excess costs for similar supplies and services. Failure to execute the Contract will, at the option of the Village, constitute a breach of this Contract, and the Village will be entitled to forfeiture of the performance bond accompanying the proposal, not as a penalty, but as liquidated damages, in addition to any other relief entitled to the Village either under the terms and provisions of this Contract or as provided by law.

(c) The non-defaulting party shall serve upon the defaulting party notice of its intention to terminate this Contract and this Contract shall terminate seven (7) days from the date notice of termination is served upon the defaulting party, at which point this Contract shall automatically terminate and the initial term, or extension term, if the default occurs during the extension term, shall be considered to have expired.

G. Non Waiver

Failure of either party hereto to insist on the strict performance of any of the provisions herein or to exercise any of the rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any obligation hereunder or to exercise any right or remedy occurring as a result of any future or continued default or failure of performance.

H. Notices

Unless otherwise expressly specified, all notices to be given pursuant to this Contract shall be given in writing and shall be deemed given when delivered by messenger, facsimile transmission or by the United States mails (and, if mailed, shall be deemed received two (2) business days after the postmarked date thereof), with postage prepaid, registered or certified, and if intended for the Village, delivered or addressed to:

Village President
Village of Ringwood
6000 Barnard Mill Road
Ringwood, Illinois 60072

and if intended for Contractor delivered or addressed to:

Flood Bros. Disposal Co.
Attn: President
17W609 14th Street
Oakbrook Terrace, Illinois 60181

Either party may change the address to which notices for such party are to be sent by giving notice of such change to the other party in the manner herein above provided. Unless Contractor is notified otherwise or unless this Contract provides otherwise, all correspondence and other contact between the Village and Contractor shall be made through the Village Administrator or such other person as may be designated in this Contract or designated by the Village Mayor to handle a particular matter relating to this Contract or the collection of solid waste within the Village by Contractor.

I. Legal Fees

The prevailing party in any legal or equitable action which may be brought as a result of a breach of the provisions of this Contract or to otherwise enforce the terms of this Contract shall have the costs it incurs, including, but not limited to reasonable attorneys' fees, as a result of such legal or equitable action, paid or reimbursed by the other party.

J. Applicable Law and Venue

The construction, interpretation and enforcement of this Contract shall be governed by Illinois Law. Venue for any legal or equitable action relating to this Contract shall be in McHenry County, Illinois.

K. Equal Employment Opportunity Compliance

In performing this Contract and providing services pursuant to this Contract, Contractor shall comply with all applicable federal and state laws relating to equal employment opportunities, including all applicable laws which prohibit discrimination in employment, including but not limited to the Illinois Human Rights Act, (775 ILCS 5/1-101 et seq.)

L. Headings

The headings used in this Contract are for the convenience of the parties and are not a part of the Contract. The headings do not modify the Contract and shall not affect the meaning of any of the provisions in this Contract.

M. Modification and Amendment

This Contract may be modified or amended only by a written instrument signed on behalf of both the Village and Contractor.

N. Entire Contract

This Contract constitutes the entire agreement of the parties and supersedes all previous communications, representations or agreements, either verbal or written between the parties.

O. Cooperation

The Village and Contractor each acknowledge the working nature of this Contract and each party agrees to cooperate and consult with the other party in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by this Contract.

P. Severability

If any provision or part thereof of this Contract shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or part of this Contract and any provision not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders this Contract meaningless or grossly inequitable.

Q. Binding Effect

This Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns, subject to the provisions of Section VIII (B).

R. Challenge to Legality of Contract

In the event an action is filed at law or in equity which challenges the validity of this Contract, the Village shall have the right to terminate this Contract by giving thirty (30) days notice to Contractor, unless Contractor, within such thirty day period agrees to reimburse the Village for any reasonable legal fees and other costs and expenses the Village incurs in defending against such action and agrees to indemnify the Village for any liability the Village might incur as a result of such action.

S. Independent Contractors

The relationship created between Contractor and the Village by this Contract is that of independent contractors. The provisions of this Contract shall not be construed in such a way to constitute the Village and Contractor as joint ventures or partners or make either party the agent of the other or to make either party liable for the debts or other obligations of the other.

T. Number of Copies

This Contract may be executed in a number of copies, each of which shall be considered to be an original for all purposes.

U. Change in Laws

Throughout the term of this Contract, Federal, State, County or local legislation may change in a way that may impact the terms of the Contract. Contractor and the Village agree to negotiate those items that constitute a significant impact in the Contract, and agree to binding arbitration in the event the parties cannot reach agreement.

V. Excused Non-Performance / Force Majeure

The obligations of the Contractor hereunder shall be suspended in the event the collection, transportation or disposal of Waste is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes shall include, but not be limited to acts of God, acts of war, governmental laws, regulations, requirements, orders or actions (however, this shall not apply to new laws or regulations about disposal of refuse or recyclables as Contractor shall adapt to any such laws or regulations); national defense requirements; injunctions or restraining orders relative to Contract; or labor strikes. In the event the Contractor asserts a right to suspend performance under this Section, the Contractor shall (i) within a reasonable time after it has knowledge of the effective cause, notify the Municipality of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) advise the Municipality when the suspending event has ended and when performance will be resumed. Once the suspending event ends, the Contractor will promptly resume performance. Provided, however, that such event of force major shall not be deemed to exist as to any matter initiated or sustained by the Contractor in bad faith or over which it has reasonable power or control. During the time of suspension, Contractor shall provide and empty dumpsters as provided above.

Village of Ringwood

Date: 10/27/2026

By: Richard E. Mack
Village President

Attest: Elaine Jung
Title: Clerk

Flood Bros. Disposal Co.

Date 10/27/2024

By:
President

Attest:
Title: 10/27/2026

EXHIBIT A

Flood Bros has provided below a breakdown of the service costs we intend to provide the residents of the Village of Ringwood.

Default: 95-Gallon Trash / 65-Gallon Recycling – Refuse, Recycling & Yard Waste

Description	FEBRUARY 2027	FEBRUARY 2028	FEBRUARY 2029	FEBRUARY 2030	FEBRUARY 2031
NON-SENIOR	$22.16/MTH	$22.88/MTH	$23.62/MTH	$24.39/MTH	$25.18/MTH
SENIOR	$19.71/MTH	$20.35/MTH	$21.01/MTH	$21.69/MTH	$22.40/MTH

95-Gallon Trash / 95-Gallon Recycling – Refuse, Recycling & Yard Waste

Description	FEBRUARY 2027	FEBRUARY 2028	FEBRUARY 2029	FEBRUARY 2030	FEBRUARY 2031
NON-SENIOR	$22.56/MTH	$23.30/MTH	$24.05/MTH	$24.84/MTH	$25.64/MTH
SENIOR	$20.05/MTH	$20.70/MTH	$21.37/MTH	$22.07/MTH	$22.78/MTH

Rates Above Include

- Village Hall Park = 2 Standard Portable Toilets (weekly collection)
- Annual Community Picnic = Necessary Portable Toilets and Trash/Recycling Carts
- Shred Day / Electronics Waste Collection Day
- Christmas Tree Collection in January

Additional Residential Services

- Additional Trash and Recycling Cart = $3.00 per month
- Additional Bulk Items (exceeding 2) = $8.00 per item
- White Goods = $30.00 per item