# RESOLUTION NO -2025-005 R AUTHORIZING THE SCAVENGER SERVICES AGREEMENT BETWEEN THE VILLAGE OF THORNTON AND FLOOD BROS. DISPOSAL CO

WHEREAS, the Village of Thornton is a Home Rule municipality within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and the said Village, therefore, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village of Thornton wishes to enter into a Scavenger Services Agreement with Flood Bros. Disposal Co., 17W609 14<sup>th</sup> Street, Oakbrook Terrace, Illinois 60181; and

WHEREAS, the Scavenger Services Agreement (Said Agreement is attached as Exhibit A and becomes part of this resolution) will be a term of seven (7) years from April 1, 2025 until March 31, 2032; and

WHEREAS, that the President and Board of Trustees of the Village of Thornton have determined that it is in its best interest to enter into this agreement with Flood Bros. Disposal Company for scavenger services; and

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Thornton as follows:

SECTION 1: That the President and Village Clerk of the Village of Thornton are authorized to execute the Scavenger Services Agreement attached as Exhibit A.

**SECTION 2**: That this Resolution shall be in full force and effect from and after its passage and approval as provide by law.

### PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF THORNTON, COOK COUNTY,

ILLINOIS THIS 3rd DAY OF March 2025.	•	
AYES:		
NAYS:		
ABSENT:		
APPROVED BY ME THIS 3rd day of Mai	rch 2025.	
	Joseph Pisarzewski Acting Village President Village of Thornton	
PUBLISHED in pamphlet form b March 3rd, 2025.	by authority of the Corporate Authorities on	r
ATTEST:		
Nikki Katakis Acting Village Clerk Village of Thornton		

This agreement (the "Agreement") made and entered into thisday of,
2025, by and between the Village of Thornton, an Illinois municipal corporation (the
"Village"), and Flood Bros. Disposal Co., 17W609 14 <sup>th</sup> Street, Oakbrook Terrace, Illinois 60181
(the "Contractor"), an Illinois corporation, as follows:

#### 1. MUNICIPAL WASTE COLLECTION AND DISPOSAL SERVICES.

Contractor agrees to:

- A. Collect weekly and dispose of all municipal waste placed out for collection at curbside from every house or other place of residence not exceeding two families in the Village. This Agreement shall not include office buildings, commercial buildings, multiple-family buildings (apartments or condominiums) or any type of building other than a single-family residence or a two-family building. Contractor will not be required to remove construction debris (except for small homeowner remodeling), automobile parts, not more than one bulky item such as furniture, and carpeting or rugs per week.
- B. Collection of municipal waste is conditioned upon all materials (except those such as furniture and rugs, which are not capable of being placed in a refuse container) being placed inside a recycling container or inside a refuse container. Collection shall not commence before 6:00 a.m. and shall be completed before 6:00 p.m.
- C. All municipal waste will be disposed of at a facility permitted by the Illinois Environmental Protection Agency or another state.
- D. Contractor is to supply to each residence a refuse container of at least 95 gallons, at no charge, for the collection and removal of refuse. Contractor shall, at its own expense, maintain the refuse containers.
- E. Contractor agrees to pick up and dispose of all "White Goods" in compliance with the provisions of the Illinois Environmental Protection Act, at a cost to the resident of Twenty Five Dollars (\$25.00) per item.
- F. The cost of any new services regarding the collection and disposal of items mandated by the state or federal government imposed after the date of this agreement shall be negotiated between the parties.

Page <b>1</b> of <b>14</b>	Contractor:	Village:	

#### 2. RECYCLING COLLECTION AND DISPOSAL SERVICES.

- A. Contractor shall collect, remove and recycle all glass bottles and jars, aluminum cans, tin/bi-metal cans, household plastic containers, newspapers, paper containers, catalogs, magazines, telephone books, office paper, junk mail, corrugated boxes, chip board or other recyclable matter which are placed in recycling containers at curbside on public streets from all residences located within the Village.
- B. Contractor shall perform Recycling Collection Services every week on the same days of the week as regular garbage collection service.
- C. Contractor shall supply to each residence one Recycling container of at least 95 gallons, at no charge, to be used for the collection of the Recyclables. Contractor shall, at its own expense, maintain the container.
- D. Contractor shall take title to the Recyclables upon pickup and shall be responsible for the sale or disposal of such Recyclables. All of the net proceeds from the sale of the Recyclables shall go to Contractor. No Recyclables shall be disposed of at a landfill or taken to other than an approved recycling collection center or an approved user.
- E. Contractor may refuse to collect Recyclables when a resident does not place Recyclables in the recycling container supplied by Contractor or places materials other than Recyclables in the recycling container. At the time of refusal to make pickup, Contractor will issue to the resident a notice which contains instructions for compliance.
- F. The Village agrees to take such steps as may be reasonably necessary to protect Contractor's ownership of all Recyclables placed at the curbside for collection by Contractor.

#### 3. YARD WASTE COLLECTION AND DISPOSAL SERVICES.

A. Contractor shall collect and dispose of all yard waste placed in photodegradable, biodegradable or combination type paper bags or designated yard waste containers at curbside identified by decals provided by Contractor not less than once a week on the same day as regular garbage collection, from April 1st to November 30th, except as required by paragraph 3D regarding Christmas tree pickup in January. Yard waste means decomposable waste materials generated by yard and lawn care and includes grass clippings, leaves, garden waste, wood chips, shrub and tree trimmings, and bundles or brush and tree limbs less than 4 inches in diameter, not longer than 4 feet in length, and not weighing more than 50 pounds.

Page <b>2</b> of <b>14</b>	Contractor:	Village:
Ÿ		· —

- B. All landscape waste will be disposed of at a yard waste composting facility licensed by the Environmental Protection Agency, at any available licensed facility which may accept yard waste in another state, or at a site where agronomic application is allowed.
- C. Contractor will pick up, collect, remove and dispose of branches and limbs bundled with twine so that one man can load the material. Not to exceed 4 feet in length, with individual pieces not to exceed 4 inches in diameter (no metal tie material may be used).
- D. Christmas trees may be set out in their entirety during the January pickup of each year.
- E. Residents may rent yard waste containers directly from Contractor at the rate of \$2.50 per month, to be directly billed and payable to Contractor.

#### 4. SPECIAL WASTE COLLECTION SERVICES.

- A. Disposal Service to Village-Owned Buildings. Contractor shall furnish disposal service for all Village-owned buildings within the Village without any compensation therefore. In addition, Contractor will without charge provide service to the following:
  - (1) All Village-owned buildings.
  - (2) The Wolcott School.
  - (3) United Methodist Chicago Road.
  - (4) St. Paul Lutheran Chicago Road.
  - (5) 30-yard Box Service for Public Works.
  - (6) Semi Annual Electronics (E-Waste) Collection events to be scheduled by Village.
  - (7) <u>Village Shred Day</u>. One day that will allow Village residents to bring paper or other documents to be shredded and destroyed. One Ninety Five Gallon two wheeled secure cart collected one time per month from Village Hall.
  - (8) <u>Clean up Day</u>. Semi-annual event in spring and fall designated as special day for removal of big items on a regular garbage day. Unlimited bulk items and unlimited refuse excluding electronic items, appliances, automotive parts over fifty (50) pounds, tires and demolition/construction debris.
- B. Contractor shall remove and properly dispose of without charge any dead animals lying in streets, alleys, or other public ways and parks, upon notice from the Superintendent of Public Works.

Page <b>3</b> of <b>14</b> Contractor: Village:	
---	--

C. Special Pickup Service. Contractor shall make available special pickup service for the disposal of those exceptional solid waste items not covered under this Agreement. The rates to be charged shall be agreed to by the Customer and Contractor prior to rendering the service. When a call shall be received for special pickup, the Customer shall be given the option of requesting an estimate and signing an agreement before pickup. Special pickup calls shall be received at Contractor's management office. Onlocation estimates shall be made on the next regularly scheduled day for service or as otherwise agreed to by the Customer.

#### 5. **GENERAL AGREEMENT PROVISIONS.**

- A. <u>Term.</u> The term of this Agreement shall be for seven (7) years, commencing on April 1, 2025 and expiring on March 31, 2032. At the expiration of the seven (7) year term, an extension of three (3) years can be mutually agreed upon.
- B. <u>Bond.</u> Contractor shall furnish a performance bond in the penal sum of THREE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$350,000.00) for the faithful performance of this Agreement during the term thereof.
- C. <u>Conduct of Services by Contractor</u>.
  - (1) Contractor shall perform waste collection services on Friday.
  - (2) Environment. Contractor shall conduct its operation in a clean and quiet manner. All solid waste picked up by Contractor shall be so contained to prevent leaking, spilling or blowing. In the event of any spillage, Contractor shall immediately clean up the litter. Every effort shall be made to minimize noise and disruption incident to solid waste removal, with particular emphasis on quiet operation during early morning hours.
  - (3) <u>Workforce</u>. All work done by Contractor shall be carried out with a workforce adequate to insure collection of solid waste under adverse conditions irrespective of breakdowns or similar hindrances.
  - (4) <u>Employees.</u> All of Contractor's employees shall be required to carry personal identification. Contractor shall furnish competent employees. In the event that any of its employees is deemed incompetent or obnoxious, on demand by the Village, Contractor shall discharge such employee from work within the Village.
  - (5) <u>Equipment.</u> Contractor shall furnish and maintain in neat, clean and sanitary condition, enclosed modern garbage collection trucks approved by the Superintendent of Public Works for use under this Agreement. Open-type trucks and containers shall be permitted on a temporary basis in the case of

Page <b>4</b> of <b>14</b>	Contractor:	Village:

- emergency, and then only upon the advance approval of the Village Superintendent of Public Works.
- (6) <u>Hours of Operation</u>. The following hours of operation shall be observed: residential and municipal service shall be between the hours of 6:00 a.m. and 6:00 p.m.
- (7) Telephone. Contractor shall maintain a telephone (local exchange) with an attendant from Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. to service inquiries, requests and complaints in connection with the solid waste collection service. All complaints shall be given prompt and courteous attention and in the case of alleged missed scheduled collections, if such allegations are true, Contractor shall pick up all disposal materials not collected within twenty-four (24) hours after the complaint is received.
- (8) Complaints. Contractor shall perform its obligations hereunder in an efficient and workmanlike manner. All complaints shall be resolved within twenty-four (24) hours. Contractor shall make available to the Village copies of all complaints on a form approved by the Village and indicating the disposition of each complaint. Such records shall be available for Village inspection at all times during business hours. The form shall indicate the date and the hour on which the complaint was received and the date and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or a Saturday, it shall be serviced on the next working day.
- (9) <u>Arbitration.</u> The Village Administrator will be charged with the responsibility of arbitrating all service disputes between Contractor and the Customers. The Village Administrator's decision concerning such disputes will be binding upon all parties concerned.
- (10) Holidays. The Village shall approve the days for collection in the Village. Should a holiday (Christmas Day, Thanksgiving Day, New Year's Day, Fourth of July, Memorial Day, Labor Day) fall on or before a designated pickup day, all pickups will be delayed one day for that week only. The contractor has established pickup routes within the Village boundaries. Any change to the routing schedule must meet with the approval of the Village Administrator. All collectible materials are to be placed out for pickup no later than 6:00 a.m. on the day of collection.
- (11) <u>Covers, Gates, Lawns</u>. Care shall be exercised in the handling of all refuse, recycling, and yard containers. Contractor's employees shall not walk across

Page <b>5</b> of <b>14</b>	Contractor:	Village:
0		

the rear, side or front lawn to the adjoining rear yard, nor cross through flower beds, without previous permission of the owner.

#### D. Employees of Contractor.

- (1) Employees of Contractor shall not drink or be under the influence of any alcoholic beverages or recreational cannabis while on duty or in the course of performing their duties under the Agreement.
- (2) Contractor shall also cover all such employees with Workers' Compensation Insurance coverage and present a certificate of said insurance to the Village.
- (3) Contractor is an independent contractor to the Village and all employees of Contractor are employees only of Contractor, and are not in any manner considered employees of the Village.
- (4) All employee benefits for Contractors' employees shall be the responsibility of Contractor, including but not limited to vacation, FICA, workers' compensation and unemployment compensation.
- (5) Contractor agrees to indemnify and hold harmless the Village, its officers, agents and employees from and against all claims, damages, losses, judgments and expenses (including attorneys' fees) arising out of or resulting from the conduct and performance of Contractor and its employees while acting pursuant to this Agreement.

#### E. Protection and Restoration of Property.

- (1) Contractor shall take all necessary precautions for the protection of corporate or private property. Contractor is responsible for the damage or destruction of property of any character resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the specifications complied with.
- (2) Whenever public or private property is so damaged or destroyed, Contractor shall, at his own expense, restore such property to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Village may, after the expiration of a period of forty-eight (48) hours after giving him notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, at Contractor's expense.

Page <b>6</b> of <b>14</b>	Contractor:	Village:	

- F. Responsibility For Damage Claims. Contractor shall indemnify and save and hold harmless the Village of Thornton and its officers and employees from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operation of said Contractor, or on account of, or in consequence of, any omission, neglect or misconduct of said Contractor; or because of any claims or amounts arising or recovered under the "Workers' Compensation Act" or any other law, ordinance, order or decree.
- G. <u>Taxes</u>. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.
- H. <u>Storage</u>. Equipment and material shall not be stored on any private property in the Village in violation of the Thornton Zoning Ordinance. In no case shall any equipment or material be stored on public lands within the Village.
- I. <u>Permits, Licenses</u>. Contractor shall procure and pay for all disposal permits and licenses necessary for the prosecution of the work and/or required by municipal, state and federal regulations and laws.
- J. Responsibility for Safety. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property.
- K. <u>Prevailing Wage</u>. The parties do not presently believe or contemplate that this project is subject to the Prevailing Wage Act (820 ILCS 130/1) under the law as it exists today. However, in the event that this project is determined to be subject to the Prevailing Wage Act, then the Contractor shall comply with the Prevailing Wage Act.
- L. <u>Acceptability of Work</u>. The Village of Thornton will be the sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

#### 6. **DEFAULT.**

- A. Events of default shall include any violations of the terms or provisions of the Agreement and shall include, but not be limited to, the following:
  - (1) An assignment by Contractor for the benefit of creditors, or the filing of a petition in any state court in bankruptcy, reorganization, or the making of an application in any such proceeding for the appointment of a Trustee or

Page <b>7</b> of <b>14</b>	Contractor:	Village:	
----------------------------	-------------	----------	--

Receiver for all or any portion of the property or assets used for collection of refuse.

- (2) The filing of any petition under any state law against Contractor in any bankruptcy, reorganization or insolvency proceedings, and said proceedings not being dismissed or vacated within thirty (30) days after such petition is filed.
- (3) The appointment of a Receiver or Trustee under state law for Contractor, and such Receivership or Trusteeship not being dismissed within thirty (30) days of such appointment.
- (4) If Contractor is a corporation, the sale or transfer of any common stock in excess of forty percent (40%) of the outstanding shares, without notice to the Village, except this shall not apply if Contractor is a publicly traded corporation, or in the event stock is transferred because of death of a shareholder.
- (5) Failure on behalf of Contractor to perform the duties and obligations provided for in this Agreement and to deliver the service described in this Agreement in a first-class manner and on a timely basis.
- (6) Repeated and excessive complaints which in the discretion of the Superintendent of Public Works or the Village are reasonable, and Contractor fails to correct said complaints.
- B. The Village's right in the event of breach or default shall include the right to terminate this Agreement and to sue for reimbursement of any consequential damages because of said termination or to call in Contractor's performance bond. In the alternative, the Village may sue to enforce the provisions of this Agreement. In either event, Contractor shall be responsible for reasonable costs and attorneys' fees incurred by the Village because of a default by Contractor.
- C. Contractor shall be entitled to a notice of default. Said notice shall be in writing and shall be served by certified mail, return receipt requested, to be served upon Contractor at the address below Contractor's name unless the Village is notified by Contractor of a new address at which he is to receive notice. The notice shall include the alleged breach or default and Contractor shall have twenty-one (21) days from the date of said notice to cure said default, seven (7) days in cases of complete non-performance. If cured within twenty-one (21) days, Contractor shall no longer be in default. If not cured within twenty-one (21) days, the Village shall have the right to terminate the Village's obligations under this Agreement and may execute a new contract with a new contractor, or have the Village provide the services.

Page <b>8</b> of <b>14</b>	Contractor:	Village:
----------------------------	-------------	----------

Contractor shall have the right to cure default twice in any twelve (12) month period.

- (1) Notice is deemed given when addressed to Contractor and deposited with proper postage in the postal system.
- D. In the event of a breach or default, the Village reserves the right, but not the obligation, during the time of said breach or default to provide refuse pickup service to the residents of the Village in any manner the Village deems necessary. This may include the use of Village equipment and employees, or the temporary hiring of an outside contractor, and expense incurred by the Village may be charged against Contractor and the performance bond furnished by Contractor. In any event, Contractor, in order to cure said default, shall be responsible for reimbursement to the Village of the costs incurred because of said default.
- E. No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by either party without the express written consent of the other, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety, as such a delegation will not relieve Contractor or his Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting Contractor's liability.
- F. The rights and remedies of the Village set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law and all such rights and remedies shall be accumulative. No action or inaction by the Village shall constitute a waiver of a default, and no waiver of a default shall be effective unless it is in writing and signed by the Village.

#### 7. **INSURANCE REQUIREMENTS.**

A. Contractor shall carry and maintain during the life of this Agreement Public Liability Insurance in the following minimum limits:

Bodily Injury Liability \$2,000,000 each person

\$5,000,000 each occurrence

Property Damage Liability \$1,000,000 each accident

\$3,000,000 each occurrence

B. Contractor's Public Liability Insurance shall be written on the Comprehensive Form and shall include Contractual Liability, Products and Completed Operations and

Page <b>9</b> of <b>14</b> Contractor:	Village:
--	----------

Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Vehicles.

- C. Contractor shall purchase and maintain during the life of this Agreement, Workers' Compensation Insurance written so as to conform to all of the current legislative acts of the State of Illinois. Employer's Liability Insurance shall be purchased and maintained during the life of this Agreement to the limit provided by State statute.
- D. Prior to Owner signing a contract with Contractor, Contractor shall furnish Certificates of Insurance which specifically refer to the insurance requirements in the paragraphs above. In addition, the Certificate shall state that the insurance company may not cancel or reduce any coverages afforded Contractor without first notifying the Owner, in writing, of its intention to cancel or reduce coverage at least thirty (30) days prior to such cancellation or reduction of coverage. In addition, the Village shall be named as an additional insured on all such policies. Contractor shall provide proof of insurance on a timely basis at the time of renewal.

#### 8. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.**

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE REQUIRED BY THE ILLINOIS FAIR EMPLOYMENT PRACTICES COMMISSION AS A MATERIAL TERM OF ALL PUBLIC CONTRACTS.

- A. <u>Selection of Labor</u>. Contractor shall comply with all Illinois statutes pertaining to the selection of labor.
- B. Equal Employment Opportunity. In the event of Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commissioner's Rules and Regulations for Public Contracts, Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, Contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority

Page <b>10</b> of <b>14</b>	Contractor:	Village:

persons or women are under-utilized and will take appropriate affirmative action to rectify any such underutilization.

- (2) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has been or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organizations or representative of Contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rule and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules and Regulations, Contractor will promptly notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commissioner or the contracting agency and in all requests comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraph 1 through 7 of this clause in every performance subcontract as defined in Section
   2.10 (b) of the Commission's Rules and Regulations for Public

Page <b>11</b> of <b>14</b> Contractor: Village:	
--	--

Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Agreement, Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non- responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### 9. **RATES.**

#### A. Residential Services.

- (1) Compensation for services include residential refuse service, yard waste service and recycling service.
- (2) The compensation to Contractor shall be adjusted monthly on the basis of increase or decrease in the number of residential units serviced during the previous month. The Village shall notify Contractor of new units as reflected by the Village records.
- (3) The charge per unit for residents of the Village will be as follows:

From April 1, 2025 – March 31, 2026: \$23.06 per month per residential unit From April 1, 2026 – March 31, 2027: \$23.98 per month per residential unit From April 1, 2027 – March 31, 2028: \$24.94 per month per residential unit From April 1, 2028 – March 31, 2029: \$25.94 per month per residential unit From April 1, 2030 – March 31, 2030: \$27.23 per month per residential unit \$28.60 per month per residential unit \$28.60 per month per residential unit \$30.03 per month per residential unit

B. <u>Billing</u>. The Village will provide Contractor with a listing of residential services as of the end of the most recent full month listing available preceding the start of the Agreement. Contractor will bill the Village on a monthly basis. Contractor's billing will be based on the initial service plus updates as provided by the Village of new services or discontinued services during the month.

Page <b>12</b> of <b>14</b>	Contractor:	Village:

C. <u>Payments</u> . Contractor shall be paid monthly by the Village at the agreed rate
for each residential customer based upon an invoice rendered by Contractor
after reconciliation by the Village to the monthly residential service listing. Payment to
Contractor will be rendered within thirty (30) days of receipt of the invoice.

Page **13** of **14** Contractor: \_\_\_\_\_ Village: \_\_\_\_\_

IN WITNESS WHEREOF, Flood Bros. Disposal Co., an Illinois Corporation, has caused these presents to be signed by its authorized representative the day and year first above written, and the Village of Thornton, a municipal corporation of Illinois, has caused these presents to be signed by its Village President, attested by its Village Clerk, and its corporate seal to be hereto affixed the day and year first above written.

seal to be hereto affixed the day and year first above written.				
Dated at Thornton, Illinois thisday of	. , 2025.			
VILLAGE OF THORNTON An Illinois Municipal Corporation	ATTEST:			
, Village President	, Village Clerk			
<b>Flood Bros. Disposal Co.,</b> an Illinois Corporation	ATTEST:			
Ву:	Ву:			
lts:	Its:			

Page **14** of **14** Contractor: \_\_\_\_\_ Village: \_\_\_\_\_