

September 26, 2025

Greenfield Mayor City of Greenfield 10 S State St. Greenfield, IN 46140

Re: CONTRACT for WASTE COLLECTION & REMOVAL in the CITY of GREENFIELD

Republic Services is pleased to submit this proposal to the City of Greenfield to provide small container commercial waste services throughout the city for all municipal buildings on the request for proposal. We are confident that you will find Republic to be the best-value, based on our commitments that make us a leader in the waste industry nationwide.

Commercial Trash Collection with a contractor provided small container dumpster for municipal solid waste per request for proposal to be serviced weekly, specified by site, as stated below.

Account Number	Location Name	Site Address	Billing Address	Container Size	Туре	Frequency	Monthly Rate
224059	Street Department	900 West Tague St	900 West Tague St	6yd	MSW	1xwk	\$120.70
224068	City Garage	850 West Tague St	850 West Tague St	4yd	MSW	1xwk	\$101.34
224066	Park Cemetery	811 South State St	621 South State St	6yd	MSW	1xwk	\$120.70
249692	Wastewater Utility	302 E Davis Rd	302 E Davis Rd	2yd	MSW	2xwk	\$150.00
249692	Wastewater Utility	302 E Davis Rd	302 E Davis Rd	2yd	Rental	N/A	\$10.00
224067	Power & Light	333 South Franklin St	333 South Franklin St	8yd	MSW	1xwk	\$129.13
224069	City Hall	10 South State St	10 South State St	3yd	MSW	1xwk	\$88.52
224071	Riley Park	280 North Apple St	280 North Apple St	6yd	MSW	2xwk	\$240.79
224071	Riley Park	280 North Apple St	280 North Apple St	6yd	Recycling	1xwk	\$120.95
224071	Pat Elmore Center	280 North Apple St	280 North Apple St	6yd	MSW	2xwk	\$240.79
224071	Brandywine Park	900 E Davis Rd	280 North Apple St	6yd	MSW	2xwk	\$240.79
224061	Water Department	451 Meek St	451 Meek St	3yd	MSW	1xwk	\$88.52
203774	Animal Management	2195 West US 40	2195 West US 40	4yd	MSW	1xwk	\$101.34
224063	Police & Fire Department	116 South State St	116 South State St	6yd	MSW	1xwk	\$120.70
224133	Fire Station 22	17 South State St	17 South State St	4yd	MSW	1xwk	\$101.34

# Supplemental Fees:

Overages - \$35.00

Extra Lift - \$75.00

Removal - \$75.00

Exchange - \$75.00



Delivery - \$75.00

No Fuel Fee No Recovery Fee

Annual Increase 3% Yr Firm/Yrs 2 & 3

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This Municipal Materials Management Agreement (the "Agreement") is made and entered into this September 30, 2025 ("Effective Date"), by and between the, City of Greenfield, Indiana ("City"), and Republic Services of Indiana, LP, "a Delaware corporation" qualified to do and actually doing business in the State of Indiana ("Company").

Both parties may mutually agree to extend this contract for an additional three (3) years, upon written notice by both parties.

This proposal shares details about our ability to enhance and preserve your environmental stewardship as a true community partner. Again, we appreciate the opportunity to earn your business as the City of Greenfield's solid waste collection provider.

Sincerely,

Ben Pearson General Manager Republic Services



#### TERMS AND CONDITIONS

**AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement").

**TERM.** For all scheduled services, the initial term of this agreement shall begin on the date when service commences and continue for 36 months. Unless otherwise specified, this agreement shall automatically and successively renew for month-to-month terms unless either party gives written notice of termination to the other at least 60 days, but not more than 180 days, before the end of the then-current term.

WASTE DEFINITIONS. "Waste Material" means all non-hazardous solid waste and Recyclable Material. Waste Material excludes all radioactive, volatile, flammable, corrosive, explosive, regulated medical, infectious, biomedical, biohazardous, pollutants, contaminates, or hazardous waste, toxic substance or material, each as defined by, characterized or listed under Applicable Law (collectively, "Excluded Waste"). "Recyclable Material" is material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastics containers.

SCOPE OF SERVICES. Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste Material on a scheduled and/or temporary basis as set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Laws"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste Material. Customer agrees not to deposit, or permit the deposit for collection of, any Excluded Waste. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company shall acquire title to conforming Waste Materials when they are collected or received by Company.

PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes and other amounts payable under this Agreement for the Services ("Charges") within 30 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

**TERMINATION.** If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and



fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

**SERVICES.** City grants Company exclusive right to collect and dispose of all city's non-hazardous solid waste materials (collectively, "Waste Materials"), and Company agrees to furnish such services.

WASTE MATERIALS. The Waste materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws").

**TITLE.** Company shall acquire title to Waste Materials when they are loaded in Company's truck. Title and liability for any Excluded Waste shall remain with city and shall at no time pass to Company.

**PAYMENT.** City shall pay Company for the service and equipment furnished by Company at the rates provided in the Agreement. City shall pay all taxes, and other governmental charges assessed against or passed through to Company (other than income or real property taxes). City shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about city's creditworthiness or after city has made any late payment, Company may request, and if requested city shall pay, a deposit in an amount equal to one month's charges under this Agreement.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type of frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This agreement shall apply to any change of location of city within the area in which Company provides collection and disposal services.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnished shall remain Company's property. The City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The City shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by failure to provide access.

**ASSIGNMENT.** Neither the City nor the Company may assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign the Agreement without city's consent.

**EXCUSED PERFORMANCE.** Except for City's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEYS' FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. This agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of the



Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable by so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, that validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected thereby. City and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of the Agreement, as though it were an original.

City of Greenfield, Indiana	Republic Services of Indiana LP			
Ву:	Ву:			
Name:	Name: Ben Pearson			
Title:	Title: General Manager			
Date:	Date: 9/19/25			