

MUNICIPAL SANITATION SERVICE AGREEMENT

<p>Municipality Information:</p> <p>Name: Town of Monroe</p> <p>Total Unit Count: 338</p> <p>Billing Address: 233 Tower Dr. Monroe, IN 46772</p> <p>Contact: Rachel Tague, Clerk-Treasurer</p> <p>Phone: (260) 519-0299</p> <p>Email: rtague@townofmonroe.in.gov</p>	<p>Term Information:</p> <p>Effective Date: November 8, 2024 (Units to be delivered to Customers on or before November 1, 2024)</p> <p>Term Length: 36 months</p> <p><i>After the Initial Term, this Agreement shall automatically renew for additional successive terms of 36 months (each, a "Renewal Term"), unless terminated as set forth in Section 6 of the Terms and Conditions.</i></p>
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EQUIPMENT & SERVICE SUMMARY

Material Stream	Cart Size	Collection Frequency	Total Unit Count ¹	Monthly Unit Rate ²
MSW	96 gallons	1x Weekly	338	\$17.40

SCHEDULE OF SUPPLEMENTAL CHARGES

Additional Units at Residence after Primary Unit (per unit/per month): \$9.30

This Municipal Sanitation Service Agreement (the "Agreement") is entered into as of the Effective Date shown above by and between Reliable Trash Company, LLC ("Reliable") and the Town of Monroe (the "Town"). The individuals signing on behalf of Reliable and the Town each acknowledge that he/she/they has read and understands the following Terms and Conditions, which are hereby incorporated into this Agreement, and that he/she/they has the authority to sign on behalf of Reliable and the Town, respectively.

¹ The estimated house count at the commencement of the term hereunder shall be 338 Units; however, the Parties shall verify this Unit Count prior to the initial billing under this Agreement and shall adjust the Unit Count for billing purposes accordingly. Either Party may propose a prospective adjustment to the Unit Count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new Unit Count to apply thereafter. Reliable shall keep accurate route sheets and/or a Unit database that shall be provided to the Town promptly upon its request.

² The above listed rates are for recurring regularly scheduled services only. Charges for all additional services will be at rates specified in the Schedule of Supplemental Charges.



Mike Geels
Town of Monroe,
Board President

10-15-24
Date



Reliable Trash Company, LLC
Anthony Birgiotti
By: (Printed Name of Representative)

10/15/24
Date

TERMS AND CONDITIONS

1. DEFINITIONS.

- a. **Customer** means a residential premises located within the geographical area encompassing all the residences which are subject to any of the rules of the Town as of the Effective Date of this Agreement and any additional geographical area(s) encompassing any additional residences that become subject to any of the rules of the Town.
- b. **Excluded Materials** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any party of Reliable's property, its personnel, or the public or materially impair the strength or durability of Reliable's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state, or federal privacy or data security laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, or any special waste or other waste or material that is prohibited from being received, managed, or disposed of at a transfer, storage, recycling, or disposal facility used hereunder by federal, state, or local law, regulation, ordinance, permit, or other legal requirement.
- c. **Waste Materials** means all non-hazardous solid waste and Recyclables (as defined in Section 16) generated by Customer(s) at the Town's Service Address(es) attributed to the normal activities of a single-family resident but excludes Excluded Materials.

2. SERVICES.

- a. The Town grants to Reliable the exclusive right to provide the "Services" (defined below). Reliable, through its affiliates, shall furnish equipment and services to collect and dispose of and/or recycle all Waste Materials generated by Customers, deposited, accumulated, or otherwise coming to exist at the Town's Service Address(es), subject to the terms and conditions contained herein (the "Services"). The Town agrees that this is an exclusive Agreement in that all Customers shall be required by the Town to utilize the Services of Reliable. The Town represents and warrants that the materials to be collected under this Agreement shall be only Waste Materials as defined herein. Title to Waste Materials is transferred to Reliable upon Reliable's receipt or collection unless otherwise provided in this Agreement or applicable law. Title to Excluded Materials shall remain with the generator and shall

not transfer to Reliable. All Waste Materials must be curbside by 6:00 a.m. on the scheduled collection day. All Waster Materials must fit inside the Unit(s). Units not curbside by the allotted collection time will not be picked up until the next collection day.

- b. Each Unit shall be maintained in good working order by each Customer. If a Unit suffers intentional or accidental damage, the Town agrees to pay the replacement cost for such Unit. Reliable will remain responsible for damages Reliable's representatives cause to the Units or any manufacturing defects in any Unit.
 - c. Once a service date is determined, Reliable reserves the right to change the service day of the week if scheduling conflicts arise within at least 30 days notice, up to once a year. Reliable also reserves the right to change an individual service day of a particular week due to a holiday occurring on that service week. A 30 day notice will be provided for any service day change of a particular week changed due to a holiday week change.
3. **CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth in the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless, for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, prior to the termination of the then-existing term.
4. **SERVICE GUARANTEE.** If Reliable fails to perform Services in accordance with the Service Summary, and Reliable does not remedy such failure within ten (10) days of its receipt of a written demand from the Town, the Town may immediately terminate this Agreement without penalty.
5. **REPRESENTATIONS BY THE TOWN.** The Town represents and warrants to Reliable that: (a) the Town has the authority to enter into this Agreement either on behalf of or for the benefit of all Customer(s); (b) the Town has the authority to obligate al of the Customers to utilize reliable exclusively for the Services, and (c) this Agreement has been approved by the Town.
6. **TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term, as follows:

- a. by the Town (with no obligation to pay liquidated damages as provided in Section 10), (i) if Reliable fails to satisfy the Service Guarantee provided in Section 4 or (ii) pursuant to Section 7 (b) or (c) if Reliable increases the Charges payable by the Town hereunder without a Consensual price increase;
- b. by the Town with thirty (30) days prior written notice to Reliable, subject to the Town's obligations to pay liquidated damages provided in Section 10 no later than thirty (30) days after written notice of termination; and
- c. by Reliable, (i) if as a result of the Town's breach of Section 8 or of the Town's failure to pay, Reliable suspends Services for more than fifteen (15) days, or (ii) if the Town fails to cure any other breach of its obligations under this Agreement within five (5) days of its receipt of written demand from Reliable to cure such breach.

7. INFLATIONARY INCREASE AND CONSENSUAL PRICE INCREASES.

- a. The Town and Reliable agree that Reliable is entitled to a 4.5% inflationary increase in the pricing of this Agreement (the "Inflationary Increase"). The Inflationary Increase shall begin with each rolling year of the term of this Agreement. The Inflationary Increase is not subject to the following subsections.
- b. Without limiting the foregoing, Reliable reserves the right to seek, and the Town acknowledges that it should expect Reliable to seek, increases in the Charges payable by the Town hereunder for reasons not specifically permitted under this Agreement (a "Consensual Price Increase"). If the Town does not accept the Consensual Price Increase, the Town's sole right and remedy shall be to terminate this Agreement by written notice to Reliable no later than thirty (30) days after Reliable notifies the Town of such Consensual Price Increase. The Town's failure to terminate this Agreement (within the 30-day period) shall be construed as the Town's acknowledgment that the continuation of the Services by Reliable hereunder is good, valuable, and sufficient consideration for the Consensual Price Increase.
- c. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or adjustment to the Town's Charges (a "Negotiated Adjustment")

as a result of a Consensual Price Increase. Absent a Negotiated Adjustment, the Consensual Price Increase shall be binding and enforceable against the Town under this Agreement unless the Town terminates this Agreement (within the 30-day period) as described above.

- 8. INVOICES; PAYMENT TERMS.** Reliable shall send all invoices for Charges incurred by the Town and any required notices to the Town under this Agreement to the Town's billing address specified in the Service Summary, unless the Town elects to be billed or received notices electronically or via e-mail. Reliable shall invoice the Town based on the Unit Count, regardless of how many Units utilize the Services. The Town shall pay all invoiced Charges on or before the 6th of each relevant month of service. A late fee will be imposed for payment not received after the 6th of the month for that month's service. The late fee will be 5% of the contracted total monthly rate. Any subsequent payments received will be applied first to any late fees, before being applied to any current or future monthly payments. Non-payments that are over 30 days overdue are considered breach of contract due to non-payment unless Reliable is contacted prior to the end of that 30-day late period and alternative payment arrangements are made that are agreeable to Reliable.
- 9. EQUIPMENT, ACCESS.** All equipment furnished by Reliable shall remain its property.
- 10. LIQUIDATED DAMAGES.** In the event the Town terminates the Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 6, or in the event Reliable terminates this Agreement for the Town's default under Section 6, Reliable shall be entitled to pursue liquidated damages, including attorneys' fees.
- 11. INDEMNITY.** Reliable agrees to indemnify, defend, and hold the Town harmless from and against any and all liability which the Town may suffer, incur, or pay as a result of bodily injury (including death), property damage, or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Reliable of its employees, which occurs (a) during the collection or transportation of the Town's Waste Materials, or (b) as a result of the disposal of the Town's Waste Materials in a facility owned by Reliable or its Affiliates, provided that these indemnification obligations will not apply to occurrences involving Excluded Materials. The Town agrees to indemnify, defend, and hold Reliable harmless from and against any and all liability which Reliable may suffer, incur, or pay as a result of any bodily injury (including death), property damage, or violation of law to the extent caused by the Town's breach of this Agreement or by any negligent act or omission or willful misconduct of any of the Customers or the Town or its employees, agents, or contractors of any Customer or the Town's use, operation, or possession of any equipment furnished by Reliable. Neither party shall be liable to the other for consequential, incidental, or punitive damages arising out of the performance or breach of this Agreement.

12. MISCELLANEOUS.

- a.** Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God.
- b.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- c.** This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Town locations covered by this Agreement, whether written or oral, that may exist between the parties.
- d.** This Agreement shall be construed in accordance with the laws of the State of Indiana as well as any relevant federal laws and regulations.
- e.** If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement.
- f.** In the event the Town is required to enforce its rights under this Agreement, the Town shall be entitled to its reasonable attorneys' fees incurred for such enforcement.
- g.** It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship.
- h.** The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership, or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.