



March 10, 2026

Mayor Guy Titus
Board of Public Works and Safety
10 South State Street
Greenfield, IN 46140

Re: Greenfield Wastewater Utility – Biosolids Disposal Pricing

Mayor and Board Members,

At the previous meeting, we discussed the pricing for the disposal of the bio-solids at the WWTP. I sent a request to 3 facilities that handle bio-solids: Waste Management, Merrell Brother, and Wealing Brothers. The pricing that I received is summarized in the following table:

Greenfield Wastewater Utility Bio-Solids Disposal Pricing			
	Waste Management	Wealing Brothers	Merrell Brothers
Haul Charge	254.25	0	0
Dumpster Rental	0	0	0
Cost/Ton	\$38.00	\$61.00	\$59.00
14 Ton Cost	\$786.25	\$854.00	\$826.00

Wealing Brothers and Merrell Brothers both included the cost of the hauling and dumpster rental in the per ton cost. In order to compare the 3 price quotes, I based the total cost per load on 14 tons, which is about what we average per dumpster.

Waste Management's submitted pricing for a 3-year agreement with a cap on the annual price increase of 5% compared to our current cap of 10%. The second and third year of this agreement would go up to \$825.84 and \$866.84, respectively, for a 14-ton load.

Based on the pricing submitted, I am requesting that the Board accept the pricing from all 3 vendors. Waste Management will be the main vendor used for this service, but I would like to have the option to utilize the other 2 vendors, if needed. I have included copies of each proposal for your review. Please let me know if there are any questions or if any other information is needed at this time.

Best Regards,

Nicholas Dezelan, CHMM, ASP
Wastewater Utility Manager

*Wastewater Utility
302 East Davis Road: Greenfield, Indiana 46140
nicholas.dezelan@greenfieldin.gov
Phone 317-477-4360 Fax 317-477-4361*

MERRELL BROS.®

A Biosolids Management Corporation



Transportation & Disposal

Submitted on: March 04, 2026

Quote Number: 7205

Prepared by:

Brayden Merrell
Merrell Bros., Inc.
brayden@merrellbros.com

Prepared for:

Nicholas Dezelan
City of Greenfield
nicholas.dezelan@greenfieldin.gov



About Us



Welcome to Merrell Bros., Inc.

Since 1982, Merrell Bros., Inc. has helped offer solutions to environmental challenges facing municipalities, industries, and agricultural operations across the United States.

Working with our team, you will experience a company that is grounded in faith, with honesty and professionalism.

Merrell Bros. Commitment

Merrell Bros. works with our customers to build a better, brighter future. Whether it's finding new and innovative ways to recycle and reuse biosolids or investing in research and development, we are always looking for ways to improve.

OUR SERVICES



Biosolids Management



Land Application



Digester Cleanout



Dredging Services



Farm Drainage



Construction



Devoted IT Services



Custom Farming

Our Team



TED MERRELL

Board Co-Chairman

"I have been blessed to have had the opportunity to work with my brother and so many other great people throughout the years with Merrell Bros., Inc. Terry and I have dedicated nearly all of our lives to the management and development of this company. We have asked for a lot of sacrifice from our families and our employees over the years. They have all given their support and dedication, for which we are forever grateful."



TERRY MERRELL

Board Co-Chairman

Terry's favorite motto is, "try harder". That motto is carried out through his personal and professional life. His goal is to continue to "try harder" to find ways to provide Biosolids Management services to each customer in the most professional, cost effective manner. Terry believes that a successful life is knowing your best days are yet to come. It makes 'doing life' exciting as each day brings us one day closer to the ultimate prize of heavenly peace and rest.



DUSTIN SMITH

Chief Executive Officer

Dustin Smith is a servant leader who is passionate about innovative business strategies and leadership. As the CEO of Merrell Bros., Inc., Dustin has been instrumental in steering the company towards growth and success. With a strong background in business development and a dynamic approach to leadership, Dustin has worked alongside the Executive Team for nearly two decades to develop a culture of excellence and collaboration within the organization. Dustin consistently emphasizes that God has blessed Merrell Bros., Inc. with an exceptional team, undeniably the company's greatest asset.



RYAN ZECK

Chief Technology Officer

Since joining as the first manager in 1997, Ryan has been instrumental in the growth and success of Merrell Bros., Inc. His dedication, honesty, and integrity have been fundamental driving forces. He has spearheaded the development and implementation of cutting-edge technologies, transforming the biosolids industry's efficiency and sustainability. Additionally, with a strong background in agriculture and agronomy, Ryan leads the company's farming operations with state-of-the-art technology.



BRAYDEN MERRELL

Chief Operations Officer

"Growing up less than a mile away from Merrell Bros., Inc., I was able to work for my father (Ted) and uncle (Terry). I learned at an early age what hard work was. At Merrell Bros. I'm able to use the skills I learned at an early age, combined with the economic principles I learned at Purdue University, and apply that on an everyday basis to successfully complete large scale projects. You can usually find me 'knee deep' in a digester, in the bottom of a lagoon, or back at our headquarters getting ready for the next project."



BLAKE MERRELL

Chief Operations Officer of Florida Operations

"Merrell Bros., Inc is a family-owned business in which I literally grew up. As a youth I learned asset, people and time management. I was ingrained not only with the values of my family, but also the skill and experience needed to successfully accomplish any task the company performed. These experiences, combined with the education I received from Purdue University, have allowed me to apply economic principles to sound management practices."



KARSON MERRELL

Chief Financial Officer

"I have been involved in the business from an early age and enjoy the challenges of the industry. I majored in accounting and management at Purdue University while obtaining my bachelor's degree. I then continued my education at Purdue by earning my Masters of Science in Accounting. I am a licensed CPA and enjoy the change of pace between operations and finances. I hope that by understanding both the operations as well as the numbers, I can join two critical areas to help the company and our clients."



JOHN METCALF

Events Division Manager

John has been a valuable member of Merrell Bros., Inc. for over a decade, joining the company in 2010. He has consistently displayed unwavering reliability and precision in his work. Starting as a loader, John's dedication and expertise saw him rise to the role of division manager. His comprehensive understanding of all company equipment, coupled with his consistent demonstration of excellence, trustworthiness, and meticulous project management, make him an indispensable asset to the organization.



JUSTIN BALLINGER

Logistics Manager

"In 2018, I joined Merrell Bros. as an intern. After graduating, I transitioned to a full-time role in the Events Division as a Project Consultant/Ops Manager. Due to my strong understanding of the company and background in farming, I am now the Logistics Manager of Indiana. My extensive knowledge of land application and agriculture allows me to effectively lead a team to success in all areas."

Project Pricing

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER FOR THE SUM OF:

DESCRIPTION	PRICE	QTY	SUBTOTAL
Per Ton Trucking and Disposal	\$59	1	\$59
TOTAL			\$59

*This price includes all requirements and costs outlined in the RFP.

*12 ton minimum per load

*subject to analytical testing approval

*no liner is needed or necessary in the boxes



Sign-off

Merrell Bros., Inc. proposes to provide excellent customer service and rental equipment for City of Greenfield, as outlined in this proposal.

This proposal includes project management, equipment, materials, labor, scheduling, supervision, and quality assurance. Owner/Principal shall defend, indemnify, and hold harmless Merrell Bros. for any claims asserted by third parties against Merrell Bros. related to the biosolids and/or constituents of the biosolids.

To proceed with this project, please digitally sign below to accept this proposal. Upon acceptance, Merrell Bros., Inc. will contact City of Greenfield to develop a project schedule and prepare for mobilization.

The proposal may be withdrawn if not accepted within 30 days.

MERRELL BROS., INC.



SIGNATURE
Brayden Merrell

Brayden Merrell,
Not yet accepted

CITY OF GREENFIELD



SIGNATURE
Nicholas Dezelan

Nicholas Dezelan, Wastewater Utility Manager
Not yet accepted

We look forward to working with you!

Connect with us:



Christ Centered Core Values



INTEGRITY DRIVEN // PSALM 41:11-12

We believe our reputation is built by doing what is right over a long period of time as a company and as people. We provide a workplace where our employees can thrive and flourish.



INTENTIONAL CUSTOMER SERVICE // MATTHEW 23:11-12

We strive to serve our team, our customers, and our community with a humble servant's heart. Jesus was the ultimate example of servant leadership.



STEWARDSHIP // 2 CORINTHIANS 9:6-7

We have been entrusted with much and we acknowledge that it all belongs to God. We use our resources to invest in our people and our community.



TRY HARDER // COLOSSIANS 3:23

We reach our God given purpose and maximum potential by continually striving to be the best individuals, team and business.



COMMITMENT TO EXCELLENCE // 2 CORINTHIANS 8:21

We understand utilizing our Christ-centered core values, with determination, will guide us to the best solutions in all areas of servanthood, business and leadership.



Click to play video in browser



www.wealingbrothers.com

4161 N 600 E

Fowler, IN 47944

Phone (219) 261-2520



Greenfield WWTP
Greenfield, IN

February 27, 2026
QUOTE

Scope of work for biosolids disposal:

Wealing Brothers will deliver three dumpsters and haul dewatered biosolids from the Greenfield WWTP to Wealing Brothers storage facility. This would be for a minimum of four loads per week, on average. All biosolids must meet the EPA 503 regulations. Wealing Brothers will provide all the trucking and disposal. Greenfield will be responsible for loading the dumpsters at the plant.

The price will be \$61.00 per ton all inclusive. (labor, hauling, disposal, dumpsters)

There will also be a fuel surcharge if the price of diesel goes over the current price of \$3.79. If it goes above that price there would be a 1% fee per ten cent increase in price. This would be added on top of the invoice dollar amount. Prices are based off of the EIA website.

Please let us know if you have any questions.

Chad Wealing
Wealing Brothers LLC
Chad@wealingbros.com
Cell: 765-714-2099

*Our payment terms are 30 days. Overdue payments will incur a finance charge of 1.5% per month (18% per year). We may withdraw this proposal if not accepted within 30 days.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

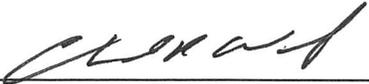
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

 _____ Signature	WEALING BROTHERS LLC _____ Date	2-27-26 _____ Date
CHAD WEALING _____ Name (type or print)	_____ Title	



Waste Management of Indiana, L.L.C.
 41100 Plymouth Rd Ste 170
 Plymouth, MI, 48170
 (866) 797-9018

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0020453133
 28-62247-43006
 GREENFIELD WWTP SWIPE
 CARD NEEDED
 Chris Ross
 3/10/2026

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name: GREENFIELD WWTP SWIPE CARD NEEDED
 Contact: Nick Dezelan *
 Address: 302 E DAVIS RD
 Telephone #: 317 538-3777
 City State Zip: GREENFIELD, IN 46140-8459
 Fax #:
 County/Parish: HANCOCK
 Email: nicholas.dezelan@greenfie ldin.gov

Billing Information

Name: GREENFIELD WWTP
 Contact: Nick Dezelan *
 Address: 302 E DAVIS RD
 Telephone #: 317 538-3777
 City State Zip: GREENFIELD, IN 46140-8459
 Fax #:
 County/Parish: HANCOCK
 Email: nicholas.dezelan@greenfie ldin.gov

Customer Comments: Annual Price Increase Cap 5%

PO#

Service Description & On Demand Rates*

Quantity	Equipment	Material Stream	Frequency	Haul Rate	Disposal Rate	PerTon
1	20 Yard Open Top	Special Waste - Unspecified Special	1xOn Call	\$ 254.25	\$ 38.00	

Minimum Tons: 3.00 (Tons) Minimum Hauls: Current FSC 0%, EVC 0%, RCR 0%

Quantity	Equipment	Material Stream	Frequency	Haul Rate	Disposal Rate	PerTon
1	20 Yard Open Top	Special Waste - Unspecified Special	1xOn Call	\$ 254.25	\$ 38.00	

Minimum Tons: 4.00 (Tons) Minimum Hauls: Current FSC 0%, EVC 0%, RCR 0%

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 1 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature

Chris Ross
 Company Waste Management of Indiana, L.L.C.

Printed Name

Chris Ross
 Printed Name

Title

Waste Management Sales Rep.
 Title

Date

3/10/26
 Date

Terms and Conditions on following page(s)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Chris Ross

Signature

03/03/2026

Date

Chris Ross

Name (type or print)

SAE

Title

Environmental Services Proposal

03-03-2026
GREENFIELD WWTP SWIPE CARD NEEDED

GREENFIELD WWTP SWIPE CARD NEEDED,

Based on a comprehensive evaluation of your business, waste streams, service needs and budget parameters, the following recommended services are designed to improve your company's productivity and enhance your overall business operations.

These services also deliver the benefits identified as most important to your business needs. With WM, you'll receive:

- ✓ The best value for your investment
- ✓ Excellent reliability, cleanliness and responsiveness
- ✓ Hassle-free, guaranteed service delivered by a safe, environmentally conscious company



Reliability powered by **WM Smart Truck®** technology – with live service updates so you're never left guessing.



Convenient service management with **My WM** – full control, 24/7, all in one place.



Peace of mind with our **service guarantee** – because your time and trust matter.

Proposed Services:

Non-Hazardous Waste Service Summary

Service Information				Billing Information			
Name	GREENFIELD WWTP SWIPE CARD NEEDED	Contact	Nick Dezelan *	Name	GREENFIELD WWTP	Contact	Nick Dezelan *
Address	302 E DAVIS RD	Telephone #	317 538-3777	Address	302 E DAVIS RD	Telephone #	317 538-3777
City State Zip	GREENFIELD, IN 46140-8459	Fax #		City State Zip	GREENFIELD, IN 46140-8459	Fax #	
County/Parish	HANCOCK	Email	nicholas.dezelan@greenfieldin.gov	County/Parish	HANCOCK	Email	nicholas.dezelan@greenfieldin.gov
Customer Comments Annual Price Increase Cap 5%							

Service Description & On Demand Rates*

Quantity	Equipment	Material Stream	Frequency	Haul Rate	Disposal Rate
1	20 Yard Open Top	Special Waste - Unspecified Special	1x On Call	\$ 254.25	\$ 38.00

Minimum Tons: 3.00 (Tons) Minimum Hauls: Current FSC 0%, EVC 0%, RCR 0%

Quantity	Equipment	Material Stream	Frequency	Haul Rate	Disposal Rate
1	20 Yard Open Top	Special Waste - Unspecified Special	1x On Call	\$ 254.25	\$ 38.00

Minimum Tons: 4.00 (Tons) Minimum Hauls: Current FSC 0%, EVC 0%, RCR 0%

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Initial One Time Service Charges* **As Needed Services***
 The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

WM Account Representative
 Chris Ross
 M: +1 3176910074
 T: 765 7404650
tross2@wm.com

This proposal is valid for 30 calendar days from date listed above. This is not a binding contract, which requires the parties execution of a Service Agreement that contains all applicable terms and conditions.



- 1. (a) SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl ("PCB") wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) 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, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on 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 (a) 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, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- 3. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
- 4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services"), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
- 5. INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
- 6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or compactor box

at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service location in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. 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, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer 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 law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) 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; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) 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. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve

40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.