

**AGREEMENT BETWEEN THE TOWN OF DANVILLE, INDIANA
AND WASTE MANAGEMENT OF INDIANA, LLC**

WHEREAS, the Town of Danville, Indiana ("Town") currently provides sweeping services for various streets within the Town's jurisdiction;

WHEREAS, Waste Management of Indiana, LLC ("Waste Management") has requested that the Town provide sweeping services for a portion of a certain street used by Waste Management to conduct its business; and

WHEREAS, the Town and Waste Management hereby desire to enter into this Agreement, whereby the Town will perform certain street sweeping services for Waste Management and Waste Management will pay the Town \$700.00 per week and provide additional benefits.

NOW, THEREFORE, as of January 21, 2026 ("Effective Date"), the Town and Waste Management hereby agree as follows:

1. Understanding of the Parties. The Town agrees to perform street sweeping services for approximately 2,600 feet; on the portion of Twin Bridges Road located between 1,261 feet southeast of U.S. 36 to 1,013 feet southeast of the 120 Twin Bridges Road entrance. This shall include both sides of the street, twice daily. Such services shall be performed Monday through Friday, excluding all Town holidays and days when snow/ice is present on the roadways. In consideration, Waste Management agrees to pay the Town \$700.00 per week. Such payment shall be invoiced by the Town quarterly, on or before the 5th day of the months of January, April, July, and October. Waste Management agrees that the Town's street sweeper may fill its water tank on Waste Management's meter, dump spoils from the street sweeper at Waste Management's landfill, and allow clean, non-contaminated dirt from Town's Public Works excavations and projects to be dumped at the landfill at no cost to the Town.

2. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. Venue shall be proper in Hendricks County, Indiana or the United States District Court for the Southern District of Indiana.

3. Compliance with the Law. The Parties specifically agree that, in the performance of this Agreement, they will comply with any and all applicable laws.

4. Termination. This Agreement shall terminate one year from the Effective Date, and may be subsequently renewed upon written agreement of the Town and Waste Management.

5. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

6. Modification. This Agreement shall not be modified except by a written instrument executed by the Town and Waste Management in accordance with Indiana law.

7. Entire Agreement. This Agreement contains the complete and entire agreement between the Town and Waste Management concerning the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Town and Waste Management.

8. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

9. Notices. Any notice required to be sent pursuant to this Agreement shall be in writing and shall be sent to either the Town or Waste Management at the address listed below, or such other address as either party may designate in writing to the other party.

If to the Town of Danville, Indiana:


ATTN: Mark R. Morgan, Town Manager
49 North Wayne Street
Danville, IN 46122

If to Waste Management:

ATTN: Justin Buster, Facilities Manager
123 Twin Bridges Road
Danville, IN 46122

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be signed by their duly authorized representatives.

Waste Management of Indiana, LLC

Signature: 

Name: Justin Boster

Title: Area District Manager

Date: 1/12/2024

Town of Danville, Indiana

Signature: _____

Name: _____

Title: _____

Date: _____