

**CONTRACT FOR  
SOLID WASTE & CURBSIDE RECYCLING  
COLLECTION SERVICES**

This contract is entered into this 23 day of January, 2025 by and between the **Town of Sunman, Indiana**, hereinafter referred to as "Town" and **Rumpke of Indiana, LLC**, hereinafter referred to as "Contractor" and consists of the following: the Town's Notice for Trash Bids, Rumpke of Indiana, LLC's December 19, 2024 bid and this document.

NOW AND THEREFORE, it is agreed as follows:

Effective April 1, 2025 and continuing through March 31, 2028 Rumpke shall provide one (1) time per week solid waste collection for all residential units within the Town of Sunman. Each residence will be provided with one (1) 95-gallon trash cart at no additional charge. One (1) Large and/or bulky item will be collected along with the regular trash at no additional charge. Curbside recycling collection will be provided on an every-other-week basis on Mondays. Each residence will be provided with a 95-gallon recycling cart at no additional charge.

Rumpke will invoice the Town of Sunman on a monthly basis at rates listed below:

**April 1, 2025 through March 31, 2026**

Solid Waste Collection 1x per week:	\$13.50 Per Unit Per Month
Recycling Collection Every-other-Week:	\$ 4.50 Per Unit Per Month

**April 1, 2026 through March 31, 2027**

Solid Waste Collection 1x per week:	\$14.04 Per Unit Per Month
Recycling Collection Every-other-Week:	\$ 4.68 Per Unit Per Month

**April 1, 2027 through March 31, 2028**

Solid Waste Collection 1x per week:	\$14.60 Per Unit Per Month
Recycling Collection Every-other-Week:	\$ 4.87 Per Unit Per Month

Rumpke shall continuously maintain Workmen's Compensation Insurance for the full statutory amounts required by the State of Indiana, as well as Automobile Liability and General Liability Insurance against all risks involved in Rumpke's operation under this contract.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, composting fees, surcharge fees, additional fuel costs, or as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials), then the Town shall, after negotiation with Rumpke and approval by resolution of the Town Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

The work under this Contract shall consist of the items contained in the Request for Bids, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract documents. The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different act of God over which the Contractor has no control. In the event of such a flood, hurricane or other act of God, the Contractor and the Town will negotiate the payment to be made to the Contractor. Further, if the Town and the Contractor reach such agreement, then the Town shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract shall be for three (3) years effective April 1, 2025 and continuing through March 31, 2028. This contract may be renewed for additional option periods upon mutual agreement of both parties.

IN WITNESS WHEREOF, the Town of Sunman, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Indiana, LLC, by its duly authorized representative, hereunto subscribes its name this 23 day of January, 2025, effective as of April 1, 2025.

**TOWN OF SUNMAN, INDIANA**

Clerk-Treasurer  
Title

Cheryl A Taylor  
Witness

01.23.2025  
Date

**RUMPKE OF INDIANA, LLC**

William J Rumpke Jr  
William J. Rumpke, Jr., President

Dina Schueler  
Witness

1/27/25  
Date