



WASTE MANAGEMENT

Waste Management of Indiana, L.L.C.
2000 Dombey Rd.
Portage, IN 46368

March 10, 2021

Town of Munster
Munster Town Hall
1005 Ridge Road
Munster, IN 46321

Attn: Stephen J. Gunty, Director of Public Works

Dear Mr. Gunty:

Waste Management of Indiana, L.L.C. (Waste Management/WM) is pleased to present this fully responsive proposal to the Town's bid request for Contractual Service for Collection and Disposal of Solid Waste. We have proudly serviced the Town of Munster for eight years and this contract is very important to us. We have read and understand the scope of work outlined in the bid documents and we are fully prepared and qualified to continue to fulfill the service requirements at the greatest overall value to the Town and its residents for both the initial term and the extensions.

As you evaluate our proposal, you will see that Waste Management would remain the best environmental solutions partner for Munster. We're everything you need; we know your service requirements, your streets, your staff, and your preferences, and we provide safe, reliable, quiet, weekly collection of trash and every other week collection of recyclables, as well as responsive customer service. As a Waste Management municipal customer, you will also continue to benefit from what makes us different from our competitors, we provide:

- **A Personalized Customer Service Experience.** We encourage customers to interact with us in whatever manner is most convenient for them! Town of Munster residents will benefit from our 24/7 customer service capabilities such as digital live chat, after-hours customer service features, and a convenient mobile app.
- **A Team of Locally Experienced Professionals Dedicated to your Contract.** Our team is thoroughly familiar with the Town and will remain dedicated to providing the highest level of customer satisfaction, from on the street collection, to our customer service center. The local WM team that services Munster brings over 25 total years of local solid waste experience.
- **Advanced Service Technologies.** Using real time service confirmation, GPS tracking and proprietary routing technology allows us to provide the most consistent service standards. Our integrated systems work together to maximize collection reliability for your residents.

By continuing to partner with Waste Management, you will avoid a transition of service and retain your experienced WM team. It is our job to think about waste and develop a program that exceeds your expectations and meets your goals. Should you have any questions, or require any additional information related to our proposal, please do not hesitate to call me. We would welcome the opportunity to negotiate a contract that would best serve the interests of the Town of Munster. We are ready to roll on May 1, 2021.

Sincerely,

Ella Plahm, Public Sector Sales Representative
(630) 688-6921, EPlahm@wm.com

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Waste Management is your partner for environmental service and solutions whose people go above and beyond to serve and solve every challenge the right way.

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1 | TOWN OF MUNSTER

Proven Solutions from a Trusted Partner

First off, we want to thank the Town for our partnership over the past eight years. Your business is important to us and we have dedicated a team of resources to provide your residents with services that conform to your requirements. Waste Management has been your reliable partner for your operational, financial and managerial objectives. We know Munster.

It is our goal to satisfy your goals. We aim to continue to optimize the costs and mitigate the risks of the collection of municipal solid waste (MSW) and recyclable materials by assuring the Town that they are collected and disposed of reliably and in compliance with all applicable federal, state and local laws, rules and regulations. We have the licenses and permits already in place and the routes established to reliably collect weekly MSW and every other week single stream recycling in WM provided containers.

With Waste Management as your partner you can secure long term reliable services that are provided at predictable, transparent rates. WM aims to remain a partner to the Town of Munster for both the initial term and the extensions.

WM's Proposed Plan

Our history with the Town provides a quantifiable advantage to your residents, your staff, and a new contract start-up. The logistics are established; the resources are in place, and we are ready to roll as soon as you are.

Our plan is tried and true, and all resources are allocated, in place, and dedicated to Munster. Our personnel know your staff and your residents are familiar with our Customer Service options. A new contract, especially one that begins in just three months, will be predictable and mitigate confusion with a provider who knows your residents, your staff, and your Town.

Waste Management will continue to collect and dispose of all non-recyclable residential garbage and rubbish, yard waste (including small branches) and collect recyclables during the term of the new contract. Our collections will include small piles of debris, including construction debris, as well as one (1) large item per week per dwelling. Yard waste placed in brown yard waste bags will also be collected at no charge, or additional WM carts are available for a \$4.00 per month rental fee.

Trash and recycling will continue to be collected under the terms of a new negotiated agreement.

Collection Schedule

Waste Management will seek approval to maintain existing routes and schedules to provide uninterrupted collection of refuse, garbage, rubbish, yard waste and recycling from Munster residents. We know the Town, and will continue to be mindful of the tree canopy, buildings, roadways, and alleys. If necessary we will manage the communications of any new details as well as annual holiday schedules to all customers.

We will strive to maintain our excellent collection record and recognize that missed pickups not remedied within twenty-four (24) hours could result in liquidated damages.

The pricing for the optional locations listed in the RFP are provided in Section 3.

Special Service

Any existing special services will continue to be provided and new requests will be negotiated, scheduled separately, and billed directly. Munster staff will be notified of any such arrangements.

Standards for Service

We are proud of our existing Munster customer service record and it reflects our effective procedures successfully in place to manage issues that arise. Our clearly identifiable WM fleet and Munster drivers are recognized all over Town, and fully comply with your specified standards for service.

In the unlikely event refuse is non-compliant when left out for collection, WM will collect it regardless and report to Munster staff for remediation. Severe violations will result in non-collection and an immediate notification to the Town. Our drivers will continue to tag, and subsequently notify Town staff, of any large item or containers or of any natural obstacles that interfere with collections.

Our existing Customer Service Center will continue to provide support to the Town of Munster. Residents can choose how they interact with our service department. Added functionality had been introduced to make communicating with WM even easier. Please refer to Section 5.

Tools and Equipment for Work

The WM fleet, personnel, and all resources required for service in the Town of Munster are in place and ready to begin a new contract immediately following award if we are selected.

List of Equipment Available

The following vehicles are in use by the Town of Munster.

Unit #	Year/Make/Model	VIN
264689	2008 AUTOCAR WXL64	5VCHC6KFX8H207414
264966	2011 MACK LEU613	1M2AU02C3BM005913
264967	2011 MACK LEU613	1M2AU02C0BM005917
265165	2013 MACK LEU613	1M2AU02C1DM006951
265213	2013 AUTOCAR ACX64	5VCACS6F4DH215474
265214	2013 AUTOCAR ACX64	5VCACS6F6DH215475
265215	2013 AUTOCAR ACX64	5VCACS6F0DH216119
265533	2015 MACK LEU613	1M2AU02C1FM009285
265535	2015 MACK LEU613	1M2AU02C5FM009287
265794	2018 MACK LR613	1M2LR02C5JM002892

Rolloff Containers

Waste Management will provide collection and disposal for (85) eighty-five 30 cu. yd., open top containers per year at no cost to the Town for placement at the Public Works Garage and other Town-owned facilities as directed. A roll off container for concrete demolition material is allocated if needed.

Refuse Disposal Facility by Contractor

The Town of Munster MSW and recyclables will continue to be delivered to Waste Management's Gary Transfer Station in compliance with all local, state and federal laws and regulations. Munster refuse will be delivered to WM's Liberty Landfill for final disposal.



Gary Transfer Station, 6801 W 15th Ave, Gary, IN 46406

Liberty Landfill, 8635 State Road 16 East, Monticello, IN 47960

This network enables us to provide a single source of responsibility, from transportation through disposal of waste and distribution of recyclables.

Alternative Disposal

N/A Waste Management will continue to use the facilities named above.

Ordinance Covering Refuse Disposal

Waste Management complies with all of the Town's existing procedures for garbage and refuse collection. The Town may amend, or repeal said existing ordinances, and we will be willing to negotiate any procedural changes required for further compliance.

Contract Not Assignable

Waste Management will perform all services throughout the life of a new Munster contract and acknowledges that the contract is not assignable.

WM would independently fulfill all tenets of the new Munster contract. No subcontractors will be utilized, giving the Town of Munster the quantifiable benefits of dealing directly with a single vendor.

With Waste Management you will have distinct advantages including:

- Reduced costs - no markup
- Streamlined communications - single service provider
- Dedicated customer service team - quicker response time to service requests
- Integrated hauling, recycling, and disposal/landfill services and facilities – avoids surcharges

Compensation

Existing monthly compensation practices, and ensuing liquidated damages if assessed, will continue to be administered. Accounts are established and schedules are set. We recognize that the base contract price for the initial three (3) year term will be multiplied by the agreed upon actual number of households collected in the Town.

Our current contract specifies the ten percent (10%) retention of the monthly invoice, returned quarterly, contingent on satisfactory performance, and this has never been invoked. Going forward, we would continue to provide services that do not necessitate the use of this clause, and respectfully request the option to discuss its inclusion in the new contract if we are awarded.

Reporting

Waste Management will continue to submit monthly diversion reports for refuse disposed and the itemized recyclables to the Town and to the Lake County Solid Waste Management District.

Community Support

Waste Management will continue to annually contribute \$3,000.00 for community education or outreach regarding refuse, recycling, yard waste etc.

Indiana Code 36-9-30-5. Contracts for collection or disposal; requirements

- (a) A unit may contract with persons for the collection or disposal of solid waste. The contract may provide that persons contracted with have the exclusive right to collect or dispose of solid waste under section 4 of this chapter.*
 - (b) A unit may contract with any business or institution for the collection and disposal of industrial, commercial, or institutional solid waste. All fees collected by the unit shall be deposited in the treasury of the unit for the administration, operation, and maintenance of the solid waste collection and disposal project.*
 - (c) A unit may contract for the use of privately owned solid waste disposal facilities.*
 - (d) If a contract executed under subsection (a) or (b) will yield a gross revenue to a contractor (other than a governmental entity) of at least twenty-five thousand dollars (\$25,000) during the time it is in effect, then the unit must comply with IC 36-1-12-4 in awarding the contract. The unit shall require the bidder to submit a financial statement, a statement of experience, the bidder's proposed plan or plans for performing the contract, and the equipment that the bidder has available for the performance of the contract. The statement shall be submitted on forms prescribed by the state board of accounts.*
-

Waste Management acknowledges the specifications of Indiana Code 36-9-30-5 and as your current provider, is in full compliance.

2 | WM QUALIFICATIONS

A History of Working Together

We recognize that Munster knows Waste Management and our capabilities. Because retaining your partnership is important to us, we are providing a brief WM update that conforms to the requirements listed in the RFP.

Statement of Experience

Waste Management, based in Houston, Texas, is the leading provider of comprehensive waste management environmental services in North America. Through its subsidiaries, the company provides collection, transfer, disposal services, and recycling and resource recovery. It is also a leading developer, operator, and owner of landfill gas-to-energy facilities in the United States. The company's customers include residential, commercial, industrial, and municipal customers throughout North America. To learn more information about Waste Management, visit www.wm.com or www.thinkgreen.com.

Who We Are and What We Do

At Waste Management, we place our customers at the center of what we do every day. We are a team of more than 44,900 employees motivated by a desire to go above and beyond for our nearly 20 million municipal, commercial, industrial, and residential entities throughout North America for whom we provide a range of environmental solutions, including collection, recycling, disposal, and renewable energy production.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities. Unmatched in geographical reach and ability, our network enables us to manage every aspect of our customers' waste streams.

But, our broad geographical coverage and depth of experience allow us to do so much more. With our team of in-house environmental experts, we assist customers with customized sustainability plans. In response to natural disasters or unforeseen needs, we provide almost immediate support to customers by quickly assembling emergency collection services. And, as North America's leading post-consumer recycler, we navigate a complex international commodity market to safeguard the long-term viability of our customers' recycling programs.

For many customers, the authenticity of who we are and the depth of what we do make us more than just a service provider. We strive to be a long-term partner that our customers can trust by doing things the right way, every day.

GOING ABOVE AND BEYOND

Every day, each of our more than 44,900 employees goes above and beyond what is expected to find what is possible. See how by clicking or going to: bit.ly/31ymNIC

Our Core Services - Redefining Your Expectations

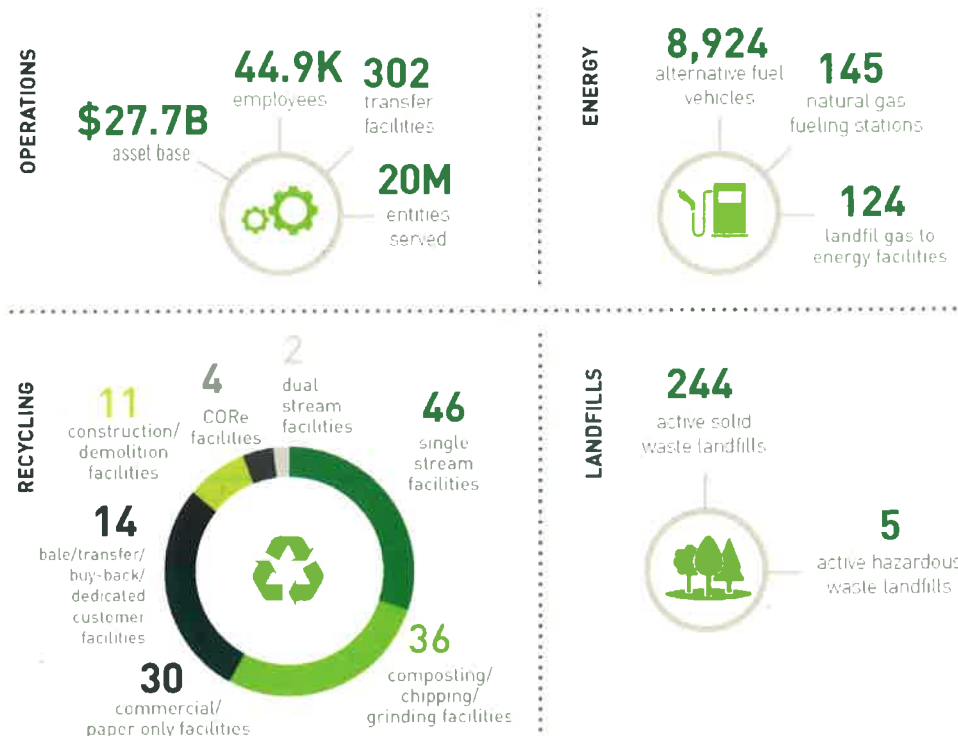
We are pushing the boundaries of what you can expect from your environmental services provider. A sampling of our services and sustainable technologies include:

- ✓ **Sustainable Services Tailored for Munster:** Every aspect of our services is designed with Munster in mind. Our fleet of trucks is fueled with clean, compressed natural gas and loaded with technologies

that minimize environmental impacts for your Town and proactively monitor service quality and vehicle safety. Customers can also choose how and when to interact with us - we are available by phone, email, online chat, and offer 24/7 account management at wm.com and with our WM Mobile App.

- ✓ **Recycling:** We have been leading change in the recycling industry for over three decades. We work closely with our customer partners throughout North America to expand access to recycling, and in 2019 we processed 15.5 million tons of recyclables. This number represents a 55 percent increase in recycling tons processed since 2010.
- ✓ **Organics:** We operate a nationwide network of 40 organics recycling facilities, including co-digestion and composting facilities. In 2019, Waste Management processed more than 3.5 million tons of source-separated organic materials, including yard trimmings, food waste, and biosolids.
- ✓ **Waste-Based Energy:** At our 124 landfill gas-to-energy (LFGTE) facilities, we capture methane and use it as an alternative to fossil fuel-generating electricity that is sold to local utilities and also converted into natural gas fuels. Renewable natural gas produced from processed landfill gas now fuels 33 percent of our natural gas fleet.
- ✓ **Hard-to-Handle Materials:** We offer several programs to help our customers dispose of hard-to-handle waste streams, including paint, automotive products, flammable and combustible items, batteries, electronic, and medical wastes.
- ✓ **Advancement of New Technologies:** We are dedicated to finding solutions to the problems of tomorrow, today. That is why we are making meaningful investments in companies focused on transforming materials such as solid waste into biofuels and renewable chemicals.

Waste Management At-a-Glance (data represents Waste Management's most recently published information)



Financial Statement

Financial Strength: The Foundation for Our Commitment

As a wholly-owned, indirect subsidiary of Waste Management, Inc., Waste Management of Indiana, L.L.C. does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, Waste Management is held to the most stringent regulations for accurate and timely financial disclosure.

Revenue in 2019 was \$15.46 billion, and Waste Management has an asset base of \$27.7 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad waste management services.

Full financial results are available on our website at investors.wm.com.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor's, BBB+ by Fitch, and Baa1 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for Waste Management is characterized as stable.

Waste Management's financial strength, as summarized above, gives Munster assurance that we can and will fulfill our obligations.

- Waste Management is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, new capital requirements are internally financed by Waste Management using cash flow from existing operations - freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

Waste Management's financial strength helps us to continually advance services for all of the customers we serve, including Munster, and we are committed to maintaining that strength.

Financial Annual Report Link

Please refer to the following link to our 2019 Annual Report:

<https://investors.wm.com/static-files/1d9c9790-1e40-40c4-8887-05b68361ef1d>

The requested report can be found in Section 3.

A Local Company with National Resources

Waste Management is a local company with hauling operations throughout the Heartland. We have provided superior waste and recycling services from our WM Portage site to the surrounding area for nearly 50 years, serving residential, municipal, commercial, and industrial customers.

Our local office, located in Portage, will continue to provide Munster with operational, management, financial, and reserve resources as part of this Agreement. Our outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, give us the foundation needed to not only meet but exceed Munster's expectations for waste and recycling services.

We are well positioned to provide the services and operations you require on an uninterrupted basis and our WM Portage team looks forward to the opportunity to provide waste management services for your Town.

Waste Management of Indiana, L.L.C.

Waste Management of Indiana, L.L.C., an indirect subsidiary of Waste Management, Inc., was organized and incorporated in 1972. Our team of professionals would continue to service Munster from our WM Portage Hauling District, which is located at 2000 Dombey Rd., Portage, IN 46368.

References

Don't Just Take Our Word for It

As a trusted environmental solutions partner for communities throughout the Heartland, we know Indiana customers, their needs, and their requirements. We provide service for many of Munster's neighbors. Though not specifically requested, we have included these customers for your reference. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

Lakes of the Four Seasons

Rick Cleveland
1048 Lake Shore Dr.
Crown Point, IN 46307
(219) 988-6012
cmgr@lofs.org



Town of Merrillville

Patrick J. Reardon
7820 Broadway,
Merrillville, IN 46410
(219) 769-5711, ext. 302
preardon@merrillville.in.gov



Indemnity

A thorough examination of any indemnification offering requires two elements to truly protect the interests of the residents of the Town of Munster. The first element is the integrity of the final disposal site and its compliance with environmental regulations to protect its customers. The second element is the assets brought to the offering by the indemnification provider.

Our environment is one of the most important issues we face today. Environmental responsibility is an integral part of our business and making that philosophy a reality is the essence of everything we do at Waste Management. Our goal is to help municipalities successfully address the complex environmental issues facing their community. Our capabilities ensure that Waste Management can help our customers meet the highest environmental standards and protect themselves at the same time. Our indemnification offer simply has no equal in our industry.

Certificates of Insurance

Waste Management secures gold-standard insurance coverage to protect our partners. Going above and beyond, we provide environmental site liability coverage, which covers all active sites that are owned or operated by Waste Management. It offers third-party liability for bodily injury and property damage, and off-site clean-up coverage, coverage for both sudden and non-sudden pollution incidents, and transportation coverage including the loading and unloading of the vehicle. Munster can rest easy with Waste Management as your service provider knowing that you are always protected by best-in-class insurance. Copies of our certificates of insurance are included on the following pages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/1/2022 12/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.														
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).														
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: ACE American Insurance Company</td> <td style="width: 20%;">22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D: ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Fire Underwriters Insurance Company	20702	INSURER D: ACE Property & Casualty Insurance Co	20699	INSURER E:		INSURER F:	
INSURER A: ACE American Insurance Company	22667													
INSURER B: Indemnity Insurance Co of North America	43575													
INSURER C: ACE Fire Underwriters Insurance Company	20702													
INSURER D: ACE Property & Casualty Insurance Co	20699													
INSURER E:														
INSURER F:														
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT NATIONAL SERVICES, INC. 1001 FANNIN, SUITE 4000 HOUSTON TX 77002														

COVERAGES **CERTIFICATE NUMBER: 16452247** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G71572985	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____	Y	Y	XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WLR C6781180A (AOS) WLR C67811768 (AZ, CA & MA) SCF C67811847 (WI)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25308608	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

16452247 FOR INFORMATION PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-size: 1.5em;"> </div>
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA		CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): 800-363-0105 E-MAIL ADDRESS:	
INSURED Waste Management, Inc. 1001 Fannin Suite 4000 Houston TX 77002-6711 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25445

COVERAGES **CERTIFICATE NUMBER:** 570082912636 **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSUR LTR	TYPE OF INSURANCE	ADDL SUBRI INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION		002830704 Env Excess Liability	07/01/2020	07/01/2021	EACH OCCURRENCE AGGREGATE	\$24,000,000 \$24,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH ER <input type="checkbox"/> E L EACH ACCIDENT E L DISEASE-EA EMPLOYEE E L DISEASE-POLICY LIMIT	
A	Env Site Liab		002830604 Claims-Made	07/01/2020	07/01/2021	Each Incident Limit Aggregate Limit SIR	\$1,000,000 \$2,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"FOR INFORMATION PURPOSES ONLY"
The evidenced policies cover all sites that are owned or operated by waste Management, Inc. and that are scheduled for coverage. The policies provide Pollution Legal Liability.

CERTIFICATE HOLDER Waste Management, Inc. 1001 Fannin Street Suite 4000 Houston TX 77002 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Holder Identifier :

Certificate No : 570082912636

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3 | FORMS/DOCUMENTATION

Ready-to-Roll Day One

Pricing

Waste Management provides Munster exceptional service at an outstanding value. Our goal is not to be the lowest cost service provider, but to provide the most value to the Town through our assets, skilled employees that can focus on safety, unparalleled customer service, and innovative technology - all while providing consistent, quality service over the full life of the contract. When combined, these benefits allow Munster to rely on us for all waste management needs and save on your most valuable resource – time.

As requested, we have provided itemized pricing for optional services at the following Munster facilities.

Munster Facility Location	Waste Stream	Container	Qty	Frequency
Town Hall (<i>shared with Fire Station #1</i>)	refuse	2 yd.	1	2x/week
Town Hall (<i>shared with Police Dept & Fire Station #1</i>)	recycle	2 yd.	1	2x/week
Police Dept	refuse	2 yd.	1	2x/week
Police Department	recycle	96-gal cart	1	2x/week
Fire Station #2 – Fisher St	refuse	2 yd.	1	2x/week
Fire Station #2 – Fisher St	recycle	96-gal cart	1	2x/week
Public Works Garage – Fisher St	refuse	2 yd.	1	2x/week
Parks Maintenance Garage – Fisher St	refuse	2 yd.	1	2x/week
Public Works and Parks Garages – Fisher St	recycle	2 yd.	1	2x/week
Community Park Ballfields	refuse	2 yd.	6	2x/week
Community Park Swim Pool (in season)	refuse	2 yd.	6	2x/week
Community Park Social Center	refuse	2 yd.	2	2x/week
Centennial Park Garage (<i>shared with Fire Station #3</i>)	refuse	2 yd.	1	2x/week
Centennial Park Garage	recycle	96-gal cart	1	2x/week
Centennial Park Clubhouse	refuse	2 yd.	5	2x/week

Contractor's Bond

As we have in the past, Waste Management will provide the specified Performance Bond. A Letter of Surety has been included here in Section 3 to substantiate our intent.

Rates – All rates provided reflect a 3.5% price increase each year.

Term	Monthly unit pricing
May 1, 2021-April 30, 2022	\$22.52
May 1, 2022-April 30, 2023	\$23.31
May 1, 2023-April 30, 2024	\$24.13
Option years (Mutually Agreed Upon)	
May 1, 2024-April 30, 2025	\$24.97
May 1, 2025-April 30, 2026	\$25.84

Optional Pricing A

Pricing below to bill RESIDENTS for optional WM commercial collection from specified Town-owned facilities as listed on page 13.

Monthly commercial service	Monthly unit pricing
May 1, 2021-April 30, 2022	\$22.73
May 1, 2022-April 30, 2023	\$23.53
May 1, 2023-April 30, 2024	\$24.35
Option years (Mutually Agreed Upon)	
May 1, 2024-April 30, 2025	\$25.20
May 1, 2025-April 30, 2026	\$26.08

Optional Pricing B

Pricing listed below to bill the TOWN for optional WM commercial collection from specified Town-owned facilities as listed on page 13.

Monthly commercial service	Monthly Rate
May 1, 2021-April 30, 2022	\$1,619.30
May 1, 2022-April 30, 2023	\$1,675.98
May 1, 2023-April 30, 2024	\$1,734.64
Option years (Mutually Agreed Upon)	
May 1, 2024-April 30, 2025	\$1,795.35
May 1, 2025-April 30, 2026	\$1,858.19

All pricing reflects a 3.5% price increase each year.

Proposed Contract Considerations

Transparent Operations from the Start

Waste Management strives to be transparent in our proposals. We feel a balanced contract will benefit both parties over the term of the Agreement. As such, we have provided the following requested additions, clarifications, and exceptions for your review and consideration. We would welcome the opportunity to discuss and negotiate these items with the Town.

Renewal Terms

Our proposal is contingent on negotiating any future contract renewal terms that are agreeable to both parties.

Force Majeure

From and after the date of this Agreement, a Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a natural disaster, pandemic, extreme weather, or other unforeseen events a cause or causes beyond the reasonable control of the Contractor. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue, grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, Customer shall approve the interim Service Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

Form 96 and Non-Collusion Affidavit



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): March 10, 2021

1. Governmental Unit (Owner): Town of Munster, Indiana
2. County: Lake County
3. Bidder (Firm): Waste Management of Indiana, L.L.C.
Address: 2000 Dombey Rd.
City/State/ZIPcode: Portage, IN 46368
4. Telephone Number: (630) 688-6921
5. Agent of Bidder (if applicable): Ella Plahm, Public Sector Solutions Representative

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Contractual Service for Collection and Disposal of Solid Waste (Governmental Unit) in accordance with plans and specifications prepared by Town of Munster, Indiana

_____ and dated 03/10/2021 for the sum of
Please see attached price sheet \$ per active collection unit per month

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Town of Munster, Indiana

Bidder (Firm) Waste Management of Indiana, L.L.C.

Date (month, day, year): 03-10-2021

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
262,500.00	Refuse	12/31/2019	Town of Galveston, Indiana
293,004.00	Refuse	12/31/2019	Town of Kingsford Heights, Indiana
17,268,350.00	Refuse	12/31/2025 (on-going)	City of Indianapolis, Indiana
320,284.00	Refuse	12/31/2022 (on-going)	Town of Russiaville, Indiana

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
48,000.00	Refuse	3/31/2021	Town of Onward, Indiana
801,865.00	Refuse/Recycling	12/31/2021	Town of Greentown, Indiana
804,143.00	Refuse/Recycling	7/31/2021	City of Knox, Indiana
293,004.00	Refuse	4/30/2022	Town of Westville, Indiana

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Eli Lilly, Tammy Raab, 317 277 2428

Allison Transmission, Jeffrey Eads, 318 242 3261

Conagra Foods, Josh Schermerhorn, 317 690 2602

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Waste Management of Indiana, LLC will perform all items as outlined in the specifications
for solid waste collection and recycling for the Town of Munster, Indiana
for the period beginning May 1, 2021 and continuing for a term of 3 years.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

None

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

No subcontractors will be used.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

See attached equipment list.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this 10th day of March, 2021

Waste Management of Indiana, L.L.C.

(Name of Organization)

By Ella Plahm

Public Sector Solutions Representative

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF _____) ss

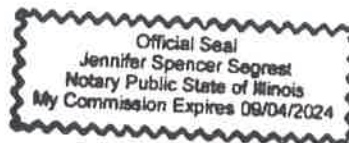
Before me, a Notary Public, personally appeared the above-named Ella Plahm and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 10th day of March, 2021.

Jennifer Spencer Segrest
Notary Public

My Commission Expires: 9/4/2024

County of Residence: DuPage



Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF
Waste Management of Indiana, L.L.C.
(Contractor)

2000 Dombey Rd.
(Address)

Portage, IN 46368

FOR
PUBLIC WORKS PROJECTS
OF

The Town of Munster, Indiana

Filed _____

Action taken _____

WM 2019 Financial Statement

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Waste Management, Inc.'s internal control over financial reporting as of December 31, 2019, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Waste Management, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2019 consolidated financial statements of the Company, and our report dated February 13, 2020 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG LLP

Houston, Texas
February 13, 2020

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the Company) as of December 31, 2019 and 2018, the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the three years in the period ended December 31, 2019, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company’s internal control over financial reporting as of December 31, 2019, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 13, 2020 expressed an unqualified opinion thereon.

Adoption of ASU No. 2016-02 (Topic 842)

As discussed in Note 2 to the consolidated financial statements, the Company changed its method of accounting for leases in the 2019 financial statements to reflect the accounting method change due to the adoption of ASU No. 2016-02, *Leases (Topic 842)*, and the related amendments.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Landfill Amortization

Description of the Matter At December 31, 2019, the Company's landfill assets totaled \$6.6 billion and the associated amortization expense for 2019 was \$575 million. As discussed in Note 3 of the financial statements, the Company updates the estimates used to calculate individual landfill amortization rates at least annually, or more often if significant facts change. Landfill amortization rates are used in the computation of landfill amortization expense.

Auditing landfill amortization rates and related amortization expense is complex due to the highly judgmental nature of assumptions used in estimating the rates. Significant assumptions used in the calculation of the rates include: estimated future development costs associated with the construction and retirement of the landfill, estimated remaining permitted airspace and unpermitted expansion airspace, airspace utilization factors, projected annual tonnage intakes, and projected timing of retirement activities.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over determining landfill amortization rates and calculating amortization expense. Our audit procedures included, among others, testing controls over: the Company's process for evaluating and updating the significant assumptions used in the development of the landfill amortization rates, management's review of those significant assumptions, and the mathematical accuracy of the calculation and recording of amortization expense.

To test the landfill asset amortization rates, our audit procedures included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting a similar type of waste. Regarding unpermitted expansion airspace, we evaluated the Company's criteria for inclusion in remaining airspace. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY's engineering specialists to assist with the application of these procedures. We also tested the completeness and accuracy of the historical data utilized in the development of the landfill amortization rates.

Landfill – Final Capping, Closure and Post-Closure Costs

Description of the Matter At December 31, 2019, the carrying value of the Company's landfill asset retirement obligations related to final capping, closure and post-closure costs totaled \$1.9 billion. As discussed in Note 3 of the financial statements, the Company updates the estimates used to measure the asset retirement obligations annually, or more often if significant facts change.

Auditing the landfill asset retirement obligation is complex due to the highly judgmental nature of the assumptions used in the measurement process. These assumptions include: estimated future costs associated with the capping, closure and post closure activities at each specific landfill; airspace consumed to date in relation to total estimated permitted airspace; the projected annual tonnage intake; and the projected timing of retirement activities.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the calculation of asset retirement obligations. Our audit procedures included, among others, testing the Company's controls over the landfill asset retirement obligation estimation process and management's review of the significant

assumptions used in the estimation of the liability, including the amount and timing of retirement costs.

To test the landfill asset retirement obligation valuation, we performed audit procedures that included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate (e.g., gas monitoring and extraction), and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting the same type of waste. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY and external engineering specialists to assist us with these procedures. Specifically, we utilized the EY engineering specialists to evaluate the reasons for significant changes in assumptions from the historical trend, and to determine whether the change from the historical trend was appropriate and identified timely. We utilized the external engineers to evaluate the estimates of remaining landfill airspace. We also tested the completeness and accuracy of the historical data utilized in preparing the estimate.

Environmental Remediation Liabilities

Description of the Matter

At December 31, 2019, environmental remediation liabilities totaled \$240 million. As discussed in Note 3 of the financial statements, the Company performs a review of sites that require remediation and prepares cost estimates for the anticipated remedy using internal resources and, as needed, external resources (e.g., environmental engineers). The Company estimates the costs required to remediate sites based on: site-specific facts and circumstances; input from third party engineers or management's judgment and experience in remediating their own and unrelated parties' sites; and information available from regulatory agencies as to costs of remediation. The liability recorded by the Company represents its estimated share of the total obligation to remediate the site. The number of other potentially responsible parties (PRP's) who may be liable for remediation of a specific site, their financial resources, and their relative degree of responsibility are used to determine the Company's estimated share of the total obligation. Where the amount of an environmental remediation liability and the timing of the payments are fixed or reliably determinable, the forecasted cost is inflated until the expected time of payment and then discounted back to the present value.

Auditing environmental remediation liabilities is complex due to the highly judgmental nature of the assumptions used in the estimate. Significant judgment can be involved in determining whether the environmental liability is reasonably estimable. If the liability is determined to be reasonably estimable, significant assumptions used in the accounting for environmental remediation liabilities include: estimating the internal and external costs directly associated with site investigation and clean up, potential settlements with regulatory bodies or other affected parties, and legal and consultant fees; as well as determining the degree to which the remediation obligation is shared with other parties.

*How We Addressed
the Matter in Our
Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of the Company's controls over the calculation of environmental remediation liabilities. Our audit procedures included, among others, testing controls over management's review of: the estimated costs to perform the remedial obligation, as provided by a regulatory agency or determined by a PRP group or internal engineers; the identification of PRPs and the Company's assumptions regarding the degree of responsibility for the action; and management's controls over the completeness and accuracy of the calculated remediation liability.

To test the environmental liabilities, we performed audit procedures that included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, as well as the underlying costs and other estimates used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical data and trends, or to notifications or decisions from regulatory agencies or the PRP group specifying remedial plans of action required, as available. When appropriate to discount the liability, we evaluate the appropriateness of the discount rate and inflation rate utilized and the accuracy of the computation. We also involve EY engineering specialists to assist us with evaluating the completeness of the Company's environmental liabilities.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 2002.

Houston, Texas
February 13, 2020

WASTE MANAGEMENT, INC.
CONSOLIDATED BALANCE SHEETS
(In Millions, Except Share and Par Value Amounts)

	December 31,	
	2019	2018
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 3,561	\$ 61
Accounts receivable, net of allowance for doubtful accounts of \$28 and \$29, respectively	1,949	1,931
Other receivables	370	344
Parts and supplies	106	102
Other assets	223	207
Total current assets	6,209	2,645
Property and equipment, net of accumulated depreciation and amortization of \$18,657 and \$18,264, respectively	12,893	11,942
Goodwill	6,532	6,430
Other intangible assets, net	521	572
Restricted trust and escrow accounts	313	296
Investments in unconsolidated entities	483	406
Other assets	792	359
Total assets	<u>\$ 27,743</u>	<u>\$ 22,650</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 1,065	\$ 1,037
Accrued liabilities	1,327	1,117
Deferred revenues	534	522
Current portion of long-term debt	218	432
Total current liabilities	3,144	3,108
Long-term debt, less current portion	13,280	9,594
Deferred income taxes	1,407	1,291
Landfill and environmental remediation liabilities	1,930	1,828
Other liabilities	912	553
Total liabilities	20,673	16,374
Commitments and contingencies		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued	6	6
Additional paid-in capital	5,049	4,993
Retained earnings	10,592	9,797
Accumulated other comprehensive income (loss)	(8)	(87)
Treasury stock at cost, 205,956,366 and 206,299,352 shares, respectively	(8,571)	(8,434)
Total Waste Management, Inc. stockholders' equity	7,068	6,275
Noncontrolling interests	2	1
Total equity	7,070	6,276
Total liabilities and equity	<u>\$ 27,743</u>	<u>\$ 22,650</u>

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(In Millions, Except per Share Amounts)

	Years Ended December 31,		
	2019	2018	2017
Operating revenues	\$ 15,455	\$ 14,914	\$ 14,485
Costs and expenses:			
Operating	9,496	9,249	9,021
Selling, general and administrative	1,631	1,453	1,468
Depreciation and amortization	1,574	1,477	1,376
Restructuring	6	4	—
(Gain) loss from divestitures, asset impairments and unusual items, net	42	(58)	(16)
	12,749	12,125	11,849
Income from operations	2,706	2,789	2,636
Other income (expense):			
Interest expense, net	(411)	(374)	(363)
Loss on early extinguishment of debt	(85)	—	(6)
Equity in net losses of unconsolidated entities	(55)	(41)	(68)
Other, net	(50)	2	(8)
	(601)	(413)	(445)
Income before income taxes	2,105	2,376	2,191
Income tax expense	434	453	242
Consolidated net income	1,671	1,923	1,949
Less: Net income (loss) attributable to noncontrolling interests	1	(2)	—
Net income attributable to Waste Management, Inc.	\$ 1,670	\$ 1,925	\$ 1,949
Basic earnings per common share	\$ 3.93	\$ 4.49	\$ 4.44
Diluted earnings per common share	\$ 3.91	\$ 4.45	\$ 4.41

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In Millions)

	Years Ended December 31,		
	2019	2018	2017
Consolidated net income	\$ 1,671	\$ 1,923	\$ 1,949
Other comprehensive income (loss), net of tax:			
Derivative instruments, net	8	8	7
Available-for-sale securities, net	15	5	2
Foreign currency translation adjustments	55	(105)	76
Post-retirement benefit obligation, net	1	2	3
Other comprehensive income (loss), net of tax	79	(90)	88
Comprehensive income	1,750	1,833	2,037
Less: Comprehensive income (loss) attributable to noncontrolling interests	1	(2)	—
Comprehensive income attributable to Waste Management, Inc.	\$ 1,749	\$ 1,835	\$ 2,037

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Millions)

	Years Ended December 31,		
	2019	2018	2017
Cash flows from operating activities:			
Consolidated net income	\$ 1,671	\$ 1,923	\$ 1,949
Adjustments to reconcile consolidated net income to net cash provided by operating activities:			
Depreciation and amortization	1,574	1,477	1,376
Deferred income tax expense (benefit)	100	25	(251)
Interest accretion on landfill liabilities	98	95	92
Provision for bad debts	39	54	43
Equity-based compensation expense	86	89	101
Net gain on disposal of assets	(27)	(47)	(20)
(Gain) loss from divestitures, asset impairments and other, net	113	(58)	43
Equity in net losses of unconsolidated entities, net of dividends	55	41	39
Loss on early extinguishment of debt	85	—	6
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Receivables	(53)	(16)	(271)
Other current assets	(23)	(16)	50
Other assets	10	(14)	(66)
Accounts payable and accrued liabilities	243	203	126
Deferred revenues and other liabilities	(97)	(186)	(37)
Net cash provided by operating activities	3,874	3,570	3,180
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(521)	(460)	(198)
Capital expenditures	(1,818)	(1,694)	(1,509)
Proceeds from divestitures of businesses and other assets (net of cash divested)	49	208	99
Other, net	(86)	(223)	(12)
Net cash used in investing activities	(2,376)	(2,169)	(1,620)
Cash flows from financing activities:			
New borrowings	4,683	359	1,479
Debt repayments	(533)	(499)	(1,907)
Premiums paid on early extinguishment of debt	(84)	—	(8)
Net commercial paper borrowings	(1,001)	453	513
Common stock repurchase program	(248)	(1,004)	(750)
Cash dividends	(876)	(802)	(750)
Exercise of common stock options	67	52	95
Tax payments associated with equity-based compensation transactions	(33)	(29)	(47)
Other, net	(11)	(38)	14
Net cash provided by (used in) financing activities	1,964	(1,508)	(1,361)
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	2	(3)	—
Increase (decrease) in cash, cash equivalents and restricted cash and cash equivalents	3,464	(110)	199
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	183	293	94
Cash, cash equivalents and restricted cash and cash equivalents at end of period	\$ 3,647	\$ 183	\$ 293
Reconciliation of cash, cash equivalents and restricted cash and cash equivalents at end of period:			
Cash and cash equivalents	\$ 3,561	\$ 61	\$ 22
Restricted cash and cash equivalents included in other current assets	15	49	70
Restricted cash and cash equivalents included in restricted trust and escrow accounts	71	73	201
Cash, cash equivalents and restricted cash and cash equivalents at end of period	\$ 3,647	\$ 183	\$ 293

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In Millions, Except Shares in Thousands)

	Waste Management, Inc. Stockholders' Equity								
	Total	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		Noncontrolling Interests
		Shares	Amounts				Shares	Amounts	
Balance, December 31, 2016	\$ 5,320	630,282	\$ 6	\$ 4,850	\$ 7,388	\$ (80)	(190,967)	\$ (6,867)	\$ 23
Consolidated net income	1,949	—	—	—	1,949	—	—	—	—
Other comprehensive income (loss), net of tax	88	—	—	—	—	88	—	—	—
Cash dividends declared of \$1.70 per common share	(750)	—	—	—	(750)	—	—	—	—
Equity-based compensation transactions, net of tax	185	—	—	38	1	—	4,064	146	—
Common stock repurchase program	(750)	—	—	45	—	—	(10,058)	(795)	—
Other, net	—	—	—	—	—	—	(3)	—	—
Balance, December 31, 2017	\$ 6,042	630,282	\$ 6	\$ 4,933	\$ 8,588	\$ 8	(196,964)	\$ (7,516)	\$ 23
Adoption of new accounting standards	80	—	—	—	85	(5)	—	—	—
Consolidated net income	1,923	—	—	—	1,925	—	—	—	(2)
Other comprehensive income (loss), net of tax	(90)	—	—	—	—	(90)	—	—	—
Cash dividends declared of \$1.86 per common share	(802)	—	—	—	(802)	—	—	—	—
Equity-based compensation transactions, net	151	—	—	60	1	—	2,345	90	—
Common stock repurchase program	(1,008)	—	—	—	—	—	(11,673)	(1,008)	—
Divestiture of noncontrolling interest	(19)	—	—	—	—	—	—	—	(19)
Other, net	(1)	—	—	—	—	—	(7)	—	(1)
Balance, December 31, 2018	\$ 6,276	630,282	\$ 6	\$ 4,993	\$ 9,797	\$ (87)	(206,299)	\$ (8,434)	\$ 1
Consolidated net income	1,671	—	—	—	1,670	—	—	—	1
Other comprehensive income (loss), net of tax	79	—	—	—	—	79	—	—	—
Cash dividends declared of \$2.05 per common share	(876)	—	—	—	(876)	—	—	—	—
Equity-based compensation transactions, net	164	—	—	56	1	—	2,585	107	—
Common stock repurchase program	(244)	—	—	—	—	—	(2,247)	(244)	—
Other, net	—	—	—	—	—	—	5	—	—
Balance, December 31, 2019	\$ 7,070	630,282	\$ 6	\$ 5,049	\$ 10,592	\$ (8)	(205,956)	\$ (8,571)	\$ 2

See Notes to Consolidated Financial Statements.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Waste Management of Indiana, L.L.C.
(Here insert full name and address or legal title of Contractor)
2000 Dombey Rd., Portage, IN 46368

as Principal, hereinafter called the Principal, and LEXON Insurance Company
(Here insert full name and address or legal title of Surety)
10002 Shelbyville Road, Suite 100, Louisville, KY 40223

a corporation duly organized under the laws of the State of TEXAS
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Munster
(Here insert full name and address or legal title of Owner)
1005 Ridge Road, Munster, IN 46321

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Total Amount Bid
(\$10% TAB)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
Contractual Service for Collection and Disposal of Solid Waste

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of March, 2021.


(Witness)

Waste Management of Indiana, L.L.C.
(Principal) (Seal)
Theresa Pickerrell
Theresa Pickerrell (Title) Attorney-in-Fact


(Witness)

LEXON Insurance Company
(Surety) (Seal)
Brook T. Smith
Brook T. Smith (Title) Attorney-in-Fact



POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Theresa Pickerrell, Sandra L. Fusinetti, and Susan Ritter of Acrisure, LLC DBA Smith Manus, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of March 10, 2021.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



David Reed
Vice President and Treasurer



SOMPO INTERNATIONAL

INSURANCE

11078

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of March, 2021

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Lexon Insurance Company
10002 Shelbyville Road, Suite 100
Louisville, KY 40223

Date: March 10, 2021

To: Town of Munster
1005 Ridge Road
Munster, IN 46321

Principal: Waste Management of Indiana, L.L.C.

Bid Date: March 10, 2021

Description: Contractual Service for Collection and Disposal of Solid Waste

Dear Sir/Madam:

We, Lexon Insurance Company, hereby agree that in the event an award is made to Waste Management of Indiana, L.L.C., on the project as captioned, we will execute the necessary Performance and/or Payment Bonds that may be required.

Sincerely,

Lexon Insurance Company



Brook T. Smith
Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of March, 20 21.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

4 | AN UPDATE ON RECYCLING

Finding the Next Best Use for Everything We Collect

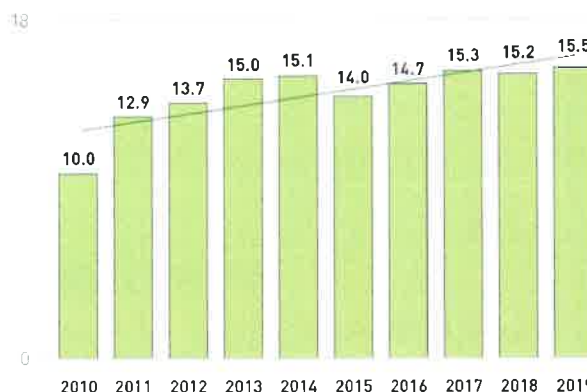
The History of Recycling – A Progression to Single Stream

Today, recycling collection programs are thriving across North America. Customers are more enthusiastic about recycling than ever and, similar to water or electricity, many customers view their local recycling program as an expected community service. But, recycling is not a new concept. Various forms of reuse have taken place throughout history. However, the recycling industry as we know it today developed as a solution to sustain modern-day consumption habits.

Residential and commercial recycling programs have been a growing and dynamic movement in North America for more than three decades. In the early days of recycling, Waste Management worked with many customers to implement a source separated program using multiple bins: usually one for newspaper, a second for mixed paper, and a third for glass and metal containers. In those programs, recycling drivers sorted material into compartmentalized trucks while out on collection and then materials were taken to sorting facilities where they were tipped by commodity type, baled, and marketed to manufacturers. While this system was labor intensive, it increased volumes of clean material that helped to broaden markets for post-consumer recyclable material.

During the early days of collection, we quickly learned that people recycle more when it is convenient, so when regulators and consumers began demanding greater participation and higher recycling rates, a new solution was born - single stream recycling. We replaced hand-carried bins with easy-to-roll wheeled carts and allowed consumers to co-mingle all acceptable recyclables in a single cart. Now, instead of Waste Management drivers sorting material while out on collection, material is taken to a recycling facility for processing, sorting, baling, and marketing. These facilities have developed to include advanced sorting technologies and are known as Material Recovery Facilities, or MRFs. Today, we operate 143 recycling facilities, including 104 MRFs and 40 organics recycling facilities, across North America and have increased the tons of recyclable material we process by 50 percent since 2010.

Million Tons of Recyclables Managed



Recycling Growth and Investment

Over the past decade, Waste Management has become an industry leader in our commitment to invest in recycling infrastructure with long-term sustainability in mind. We invested more than \$100 million in recycling infrastructure in both 2018 and 2019, and set a new record in 2019, with over 15.5 million tons of material processed for beneficial use.

2019 Recycling Performance

What We Recycled

In Tons

8,079,346
paper

3,577,122
mixed organics

1,149,000
fly ash

666,838
glass

476,645
metal

403,484
plastic

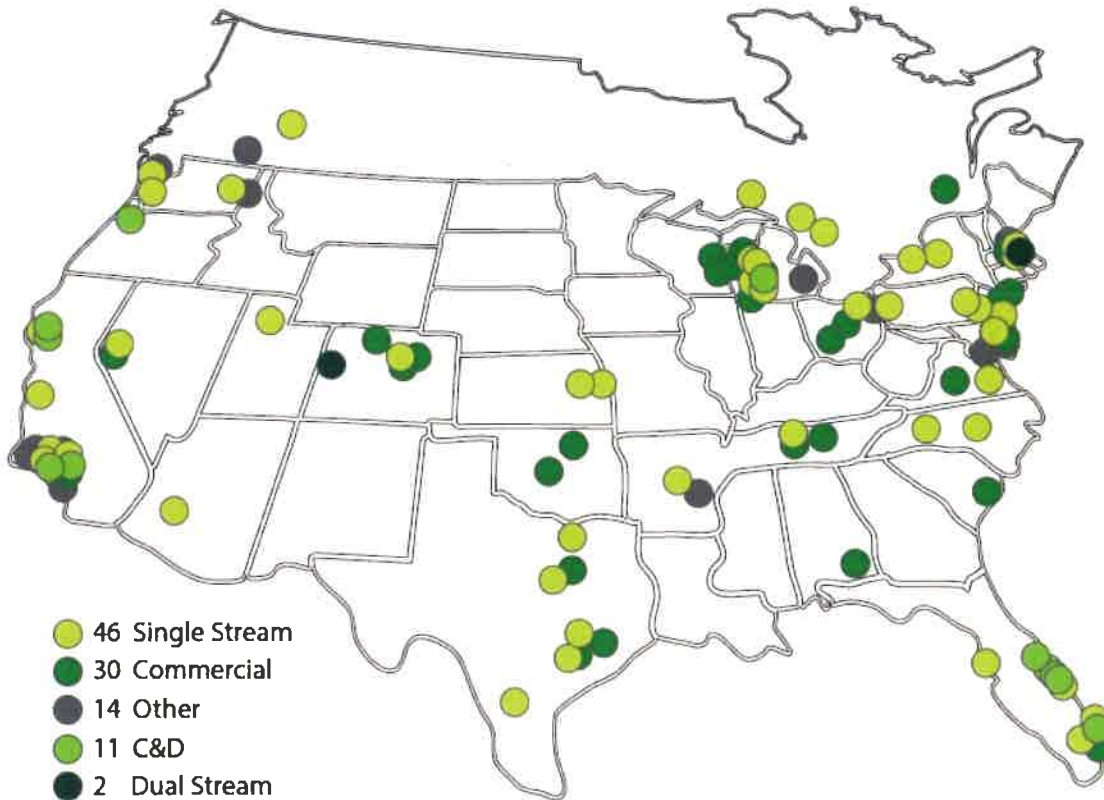
1,109,558
C&D/wood

39,594
wood pallets

9,110
e-waste/lamps

15,510,697
total materials
recycled

Materials Recovery Facilities



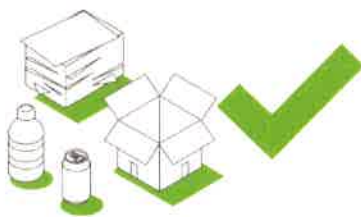
Single Stream Recycling – What is it and Why is Education So Critical?

While the concept of single stream recycling is not vastly different from source separated recycling, the process of how material is collected and processed is different. At home or work, instead of having to sort materials into separate bins, customers can place all recyclable material in the same container. Commingled material is then collected and taken to a MRF, where the material is processed, sorted, baled, and sold to end-users.

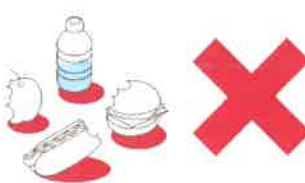
As recycling programs have grown and flourished, the convenience of single stream recycling programs has effectively increased participation and recycling rates. Unfortunately, this added convenience has also contributed to an increase in contamination. More materials can now be recycled but at the same time an evolving packaging stream has led to confusion regarding what is and is not acceptable at the curb. For example, applesauce once packaged in a recyclable glass jar is now commonly packaged in a flexible plastic pouch that is not recyclable. Often, residents don't realize that the new packaging may not be recyclable.

Reducing contamination is key to a healthy and sustainable recycling program. Whether a customer is a longtime recycler or new to recycling, we want to make it easier for everyone to recycle right. More tailored, effective education is key to our solution.

Our Recycle Right education and outreach program provides customers with the information, tools, and resources they need to make recycling both simple and convenient. Our educational approach goes back-to-basics by focusing the messaging on three key behaviors that make the biggest impact on increasing recycling and decreasing contaminants:



Recycle clean bottles, cans, paper, and cardboard.



Keep food and liquid out of your recycling.



No loose plastic bags and no bagged recyclables.

When residents follow these three key behaviors we see a dramatic decrease in contamination and increase in clean recycling volumes. These simple messages will be incorporated in all Munster education materials and customers will also have full access to our Recycle Right website that contains campaign materials, tools and downloadable resources.

Contamination – Why is Material Quality So Important

Recycling facilities are manufacturing operations. They source raw materials from residents and businesses in the form of curbside recyclables. They process or separate those materials into paper, plastics, metals, glass, etc. that are purchased by consuming companies (mills) to be used as raw materials in the products they are making (cardboard boxes, carpeting, new cans and bottles, etc.).

Now imagine you own a paper mill and when you purchase the recycled feedstock from your suppliers, 10 to 50 percent of it arrives contaminated, meaning the paper feedstock is unusable. And, even worse, the contaminants wrap around all your equipment - jamming it and preventing it from working properly - or

it ends up in the products you are trying to sell. Not only do your manufacturing costs go up, but the quality of your end product goes way down. When your competition is selling virgin, 100 percent clean materials, it becomes very challenging to sell your products.

As with any manufacturing process, the quality of inbound material has a direct impact on the quality of the outbound product. The same is true at single stream recycling facilities - the cleaner the recycling stream that enters a MRF, the higher quality the bales will be leaving the MRF.

Contamination on any level causes extreme problems at all single stream recycling facilities. Plastic bags are a serious concern as they wrap around the screens that sort paper and must be manually cut out, which means the entire plant must shut down to allow our staff to manually remove the film. We call these items tangles.

All of this affects the efficiency of our recycling facilities and the quality of the commodities they send to market. If quality is low, materials will not be accepted by end users and the material loses most or all value and must be stored or disposed of, driving up the cost of recycling for Waste Management and our partners.



"Tangles," such as plastic bags, can shut down an entire MRF as our staff has to manually remove them from our screens.

To further complicate this issue, China, the world's largest buyer of recyclable material, has implemented a series of policy changes banning imports of mixed paper and plastics, placing quality restrictions on material that can be imported, and reducing import quotas. China's actions have created a ripple effect, impacting global supply and demand for recyclables. As a result, commodity values have declined while MRF processing costs have increased in an effort to reduce contamination.

Despite today's recycling market complexities, recycling volumes are continuing to grow and programs across North America have proven to be resilient and adaptable. Recycling is about commerce and long-term environmental stewardship. We expect recycling to thrive for generations to come and that is why we are working with our partners to expand access to recycling education, investing in recycling infrastructure, and introducing game-changing technologies that help us produce cleaner materials.

Despite today's recycling market complexities, recycling volumes are continuing to grow and programs across North America have proven to be resilient and adaptable.

Improving Recycling: Increasing Quality One Customer at a Time

To help our customers recycle right, we devote significant resources and time to teach our customers what material may be recycled and how to properly prepare material for pickup. And with the help of our drivers and onboard technology we monitor contamination and provide customers with personalized and timely feedback.

We will work with Munster to cut down on contamination through the following efforts:

Recycle Right: Our back to basics educational program makes recycling simple by sticking to three key messages that have the biggest impact on decreasing contamination and increasing participation. We ask customers to: recycle empty bottles, cans, paper, and cardboard; keep food and liquids out of their

recycling; and keep loose plastic bags out of recycling and not bag recyclables. These messages will be incorporated in all Munster education materials and customers will also have full access to our Recycle Right website, wm.com/recycleright, that contains downloadable resources and tools. Resources include education and tools developed for the unique needs of homes and schools, businesses, municipalities, as well as apartments and condos.

Cart Tags: If recyclables are contaminated with unacceptable material, drivers place an “Oops” tag on the container so customers know why their material was not collected. This educates them on how to properly sort material for future pickups.

Real-time Documentation & Personalized Outreach: Drivers log contamination occurrences to specific customer accounts using their onboard tablets. This notes all occurrences, allowing us to reach out to customers with repeat contamination issues and customize education resources and messages. Once an account has been tagged for contamination, drivers will receive an automated prompt to visually check the container before dumping on the customers next service day.

Haul or Call: If a commercial customer’s recycling container contains excessive amounts of contamination, our drivers mark the container on their onboard tablets and take a picture. A contamination fee may be charged to the customer’s account. Our dispatch team is immediately notified of the issue and places a call to the customer. In order to avoid missing a collection altogether, customers are given the option of having the material dumped as garbage. They are also provided with detailed information regarding what contaminants were documented and how to properly prepare for their next collection.

Proactive Public Education Specific to Your Town

Preserving natural resources and virgin materials through recycling is at the heart of what our customers, communities, and Waste Management want to accomplish. It is a key component of our business and it is what you, our customers, are requesting. But, recycling simply must be both environmentally and economically sustainable. By cleaning up collection, reducing contamination and limiting what we place in our carts to material that has a reliable market and can be reprocessed into new products, we can reduce the risk of recycling programs. A global effort is underway to move the needle in a more sustainable direction, and we know that this process starts with addressing contamination.

Waste Management has dedicated manpower and made a significant investment in our Recycle Right education program. The comprehensive, complimentary offerings found on the Recycle Right website provide tailored tools for everyone from residents to businesses to educators to property managers as well as our government customers. Recycle Right is successful at getting customers to change their recycling habits because we:

1. Clearly define the problem (recycling confusion and contamination)
2. Simplify the message – we use 3 simple rules (see following graphic)
3. Give consumers a reason why they should do something

REMEMBER THESE THREE RULES TO RECYCLE RIGHT

Knowing these rules and putting them into practice during your recycling journey will help you recycle more efficiently. And it will help to ensure everything that makes it into your bin finds a second life.



Recycle clean bottles, cans, paper, and cardboard.



Keep food and liquid out of your recycling.



No loose plastic bags and no bagged recyclables.

These customer-specific tools and resources recognize that recycling presents different challenges in different environments. Multifamily property managers need tools that are formatted in a way that makes it easy for them to educate residents - a "what goes where" doorhanger or a new resident welcome letter, while a business may really benefit from posters designed specifically for break rooms or desk side recycling tips.

Based on community-based social marketing precepts, the Recycle Right program includes educational videos, printed inserts, posters, bin decals and bookmarks, a robust social media campaign, elementary school resources that include a STEM-approved Curriculum for K-Five, and other interactive tools you can use to make recycling sustainable for future generations. Examples of current materials include:

Home	Property Management	Business	Schools	Municipalities
<ul style="list-style-type: none"> ✓ Recycling Get Started Guidelines, Posters, and Container Labels ✓ Tips for Streamlining Recycling at Home ✓ Videos designed to help customers set up successful at home recycling programs ✓ Family recycling activities 	<ul style="list-style-type: none"> ✓ Recycling Get Started Guidelines, Posters, and Container Labels ✓ Multifamily Recycling Setup Checklist ✓ Customizable Multifamily Newsletters ✓ New Resident Welcome Letter ✓ Recycling Doorhangers ✓ Staff Recycling Training Factsheet 	<ul style="list-style-type: none"> ✓ Recycling Get Started Guidelines, Posters, and Container Labels ✓ Tips for employee engagement ✓ Steps for setting up office place recycling ✓ Widgets linking to educational videos - these can be posted on business webpages to help cross-promote Recycle Right resources ✓ Resources for how to recycle without using plastic bags 	<ul style="list-style-type: none"> ✓ Educational curriculum designed for grades K-5, including: <ul style="list-style-type: none"> ✓ Lesson plans ✓ Activities ✓ Worksheets and lesson extensions ✓ Videos ✓ Posters and Container Labels 	<ul style="list-style-type: none"> ✓ Recycling Guidelines, Posters, Container Labels and Resident Mailings ✓ Widgets linking to educational videos - these can be posted on municipal webpages to help cross-promote Recycle Right resources ✓ Social media tools ✓ Cart tags

We are constantly adding new tools and resources to our Recycle Right education program and have designed the program to be an ongoing resource for our customers with fresh materials and content appearing regularly. A valuable part of the Recycle Right website, in addition to the tools and resources, is what we call Recycling 101. Here, visitors can easily find what items are acceptable to recycle or dig into some common recycling myths to ensure that you are recycling right.

wm.com/recycleright

Waste Management firmly believes in education – it is the foundation of everything we do regarding recycling. We invest to leverage all communication channels and maximize those channels to best fit our customers.

Here is an example of a Recycle Right poster available to you on wm.com/recycleright:

RECYCLE RIGHT

✓ ALWAYS RECYCLE / RECICLE SIEMPRE



Plastic Bottles & Containers
Botellas y envases de plástico



Food & Beverage Cans
Latas de alimentos y bebidas



Paper
Papeles



Flattened Cardboard & Paperboard
Cartón y cartulina aplastados



Glass Bottles & Containers
Botellas y envases de vidrio

✗ DO NOT INCLUDE IN YOUR MIXED RECYCLING CONTAINER / NO INCLUIR EN SU CONTENEDOR DE RECICLAJE MIXTO



NO Food or Liquids
NO comida o líquidos



NO Foam Cups & Containers
NO vasos y recipientes de poliestireno



NO Loose Plastic Bags, Bagged Recyclables or Film
Empty recyclables directly into your cart
NO bolsas y envolturas de plástico sueltas, o materiales reciclables embolsados
Vací directamente los materiales reciclables en nuestro carrito



NO Batteries – check local drop-off programs for proper disposal
NO baterías - Verifique los programas locales de entrega para su correcta eliminación



NO Green Waste
NO desechos verdes



NO Clothing, Furniture & Carpet
NO ropa, muebles y alfombras

To Learn More Visit:
Para más información, visite:
wm.com/recycleright



WM is an Equal Opportunity Employer. The Recycle Right logo and program was developed by WM and is a registered trademark of WM. All other trademarks are the property of their respective owners. © 2014 WM Waste Management.

A Dynamic Duo - Education and Enforcement

Contamination in the recycling stream impacts everyone - customers, cities, collectors, and processors. Together, we can solve this problem by increasing customer access to education and consistently enforcing recycling guidelines.

It is no surprise that roughly 80 percent of consumers want, and try, to do the right thing when it comes to recycling and the remaining nearly 20 percent are responsible for most of the contamination. Using research conducted for prior community-based social marketing programs, we have identified three unique customer groups: Show Me, Help Me, and Make Me customers, and have developed targeted education and messaging for each.

The Show Me and Make Me customers understand recycling but occasionally need prompts to consistently recycle right. We have developed a suite of tools for them, but the newest includes our videos on wm.com/recycleright, in the Recycling in Action section. These five, 30-second videos show customers how to set up recycling systems in their homes and reduce contamination. Another prompt involves tagging carts that contain trash or contamination. Research indicates that providing education is very effective in changing behavior – we address the behavior where we want that behavior to change.

For our “Make Me” customers, consequences and levers need to be enforced, so when necessary, we will take action at the source through proactive monitoring. Our drivers who are the first line of defense in identifying contamination issues will perform recycling audits and when contaminated containers are identified, they will take action which may include:

- Taking a picture of contaminated materials
- Making a note of the contamination issue in our onboard computing system so your Account Manager can follow up with your designated contact to develop a proactive education plan
- Leaving a contamination notice on the container
- Depending on the level of contamination, the driver may or may not service the container, and fees for contaminated containers may be assessed

As a service provider, Waste Management values the trust communities place in us to process and recycle materials responsibly and keep recycling economically sustainable. Our first efforts are always to

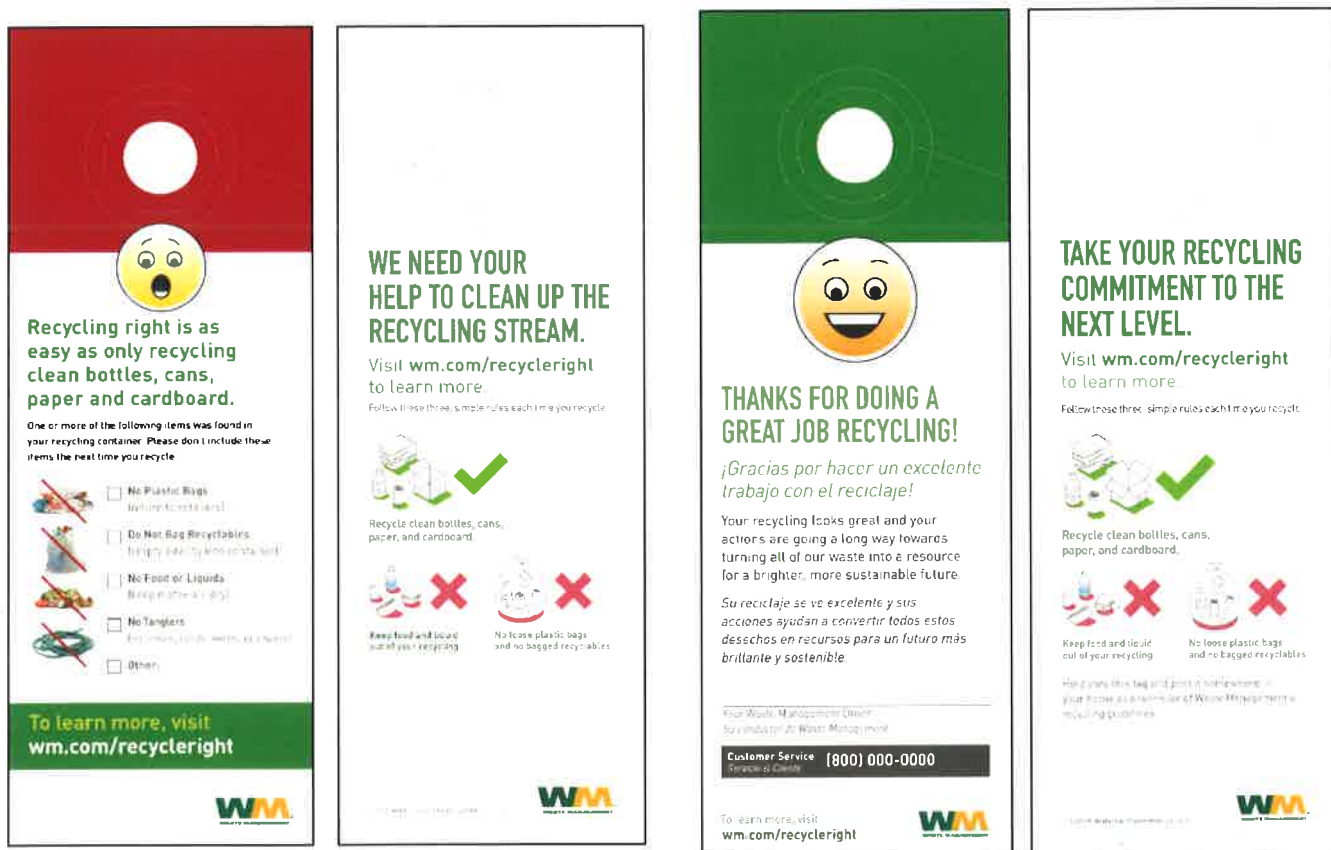


educate and share recycling tips at every opportunity. Our Recycle Right education program has tips and tools to give customers the knowledge to reduce and eliminate contamination.

Given that our overriding goal is to make recycling work; and realizing that not all constituents will embrace that goal, we will be transparent in our attempts to prompt consumers to recycle right.

While we have expanded recycling education, we have also adopted consequences for not recycling properly to drive behavior change. Together, we need to keep reinforcing the message about the importance of recycling the right things correctly. Waste Management will continue to help educate customers to reduce contamination - and we also will take necessary steps to seek the recovery of increased costs to keep recycling economically sustainable. Every community and every recycler is impacted. Recycling is truly undergoing a paradigm shift that requires all of us to work together to reduce contamination. We want to help you engage your residents to help find solutions and maintain their trust in the recycling process.

Following are examples of container tags. Note that all tags and stickers could be customized depending on requirements.



Recycling Single Stream Specifications

RECYCLABLES must be dry, loose (not bagged), and include ONLY the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Magazines, glossy inserts and pamphlets
Uncoated paperboard (For example, cereal boxes; food and snack boxes)	
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)

RECYCLABLES may include the following with the written consent of COMPANY:

Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty	Glass food and beverage containers – brown, clear, or green - empty
Aseptic containers	Cartons

Non-Recyclables include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

Delivery Specifications:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, 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.

Company reserves the right to refuse to provide recycling services when Recyclables are not properly segregated from waste or Non-Recyclables. More specifically, Company may "tag and leave" carts or containers when Company determines in its sole discretion that Non-Recyclables have been placed in the recycling cart or container. The tag will identify the reason for non-collection. Company may also collect recyclables that have not been properly segregated from waste or other Non-Recyclables and dispose of the contaminated recyclables at Customer's sole cost.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or 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.

Company reserves the right upon notice to discontinue acceptance of any category of 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.

A Cleaner Curbside Program – Tactics and Strategies

By collaborating with our communities and customers, we can create cleaner curbside programs that are free from contamination. Below are more ways we can work together to educate, enforce, and reset recycling:

- **Practice and share recycling tips at every opportunity:** Waste Management's education and outreach website [Recycle Right](#) has tips and tools to help customers reduce and eliminate contamination.
- **Make recycling work:** Be transparent and honest with constituents about keeping recycling sustainable in your community. Engage your residents to help find solutions and maintain their trust in the recycling process.
- **Enforce quality requirements:** Increase recycling education and adopt consequences for not recycling properly that drive behavior change. Waste Management will continue to help educate customers to reduce contamination and drive behavior change – and we will take necessary steps to seek recovery costs to keep recycling economically sustainable.
- **Market reset:** The market quality requirements and depressed commodity values necessitate a holistic market reset to reflect the new "norm." The cost of collection and processing has always

exceeded the value of the commodities; however, this cost has never been transparent to consumers. And current quality requirements are driving up processing costs at Material Recycling Facilities. Every community and every recycler is impacted. It is time for a paradigm shift regarding the business of recycling.

Contamination is a global issue, and to help solve it we have joined forces with industries, businesses, cities, and consumers like you to recycle right. Join us now in the battle against contamination by learning about the challenges impacting recycling and then share it with others.

We are Your Reliable, Stable Partner for All Your Recycling Solutions

Waste Management differentiates itself from our competitors by entering into recyclable materials marketing relationships that are good for our company and our customers. We are the largest marketer of residential recyclables in the nation, giving us greater negotiating ability on behalf of our customers, to bring more revenue or minimize costs for the sale of recyclables. Our history, knowledge, and planning are what sets us apart from competitors, who may or may not be able to honor their pricing and rebate structures when the going gets tough. Waste Management's materials marketing team will consistently and aggressively:

- Explore all potential short and long-term material sales options
- Maintain an accurate and detailed compilation of end markets, market opportunities, and material market specifications
- Negotiate and sell materials in an honest, forthright manner to our customers, for the best possible prices on behalf of our projects
- Provide material marketing services that exceed your requirements and expectations

We are committed to developing local markets where it benefits our customers. We seek to provide quality feedstocks to support local projects and markets. In addition to marketing to domestic consumers, we have agents major export markets, such as China, South America, and India. This allows us to work directly with all end consumers, cutting out the middleman, which facilitates materials movement, even in depressed markets.

Most importantly, we are working closely with our customers to reduce contamination in inbound material streams through proactive public education and through the implementation of new processes and controls at recycling facilities to remove unwanted items. For Waste Management and our customers, this means a greater emphasis on recycling right to keep loads of recyclable materials clean and clear of contamination. Not just clean as "rinsed," but also excluding items that are not recyclable, such as food-soiled containers, hoses, polystyrene, plastic bags, and other materials. To assist our customers, Waste Management developed our proprietary Recycle Right education toolkit to help educate consumers on the new recycling paradigm and the important role their actions play in preserving the future of America's recycling programs.

A HIGHER STANDARD

For our CUSTOMERS... ...and the ENVIRONMENT

5 | ADDITIONAL INFORMATION

Waste Management Technology Working for You

Advancing Customer Service Tools

Customer Service Digitalization

WM has introduced technology to create a differentiated customer experience that puts our customers at the center of what we do.

Waste Management meets 21st Century customer service expectations for maximum information, continuous connectivity, customer empowerment and instant access. Furthermore, our operations framework - Service Delivery Optimization (SDO) focuses on four pillars of performance in all our operations: **Safety, Service, Savings, and Satisfaction**. SDO enables us to define, track, and measure every aspect of our operations to hold our frontline accountable for continuous improvement.



As a WM Customer,
I will be able to...



Connect with WM in any channel

Sign up for service

guided selling, recommendations, service days

Set preferences and enrollments

Autopay, paperless billing, etc.

Manage billing/payments

check bill, pay bill, payment options, etc.

Request service

extra pick up, bulky pickup, container haul etc.

Check status

real-time status, on our way, complete

Change service

add service, change service day, change container size, change frequency, seasonal hold, etc.

Receive alerts

day/time change, holiday schedule, service reminder/confirmation etc.

Resolve issues online

prompt resolution, single contact resolution, etc.

The service improvement streamlines how Munster residents can choose to interact with us on our website and mobile app, making the experience an easy and fast one.

Local Customer Service Center - In addition to the vast level of Customer Service capabilities and options described above, Waste Management continues to maintain a full Heartland-based Customer Service Center for convenient, local access.

Your Local Website for Local Services

Like many of our customers, Munster requires a tailored environmental services program that meets the unique environmental service needs of your Town. No longer a one-size-fits all approach, Munster has a customized list of acceptable materials, service levels, rates, pick-up schedules, drop-off locations, and more.

Clearly communicating these program details to your Town is essential to fully utilize available services and resources. With over 60% of consumers preferring to conduct business online, providing solid waste information through a simple, easy-to-use website is an essential communication tool.

As a Waste Management customer, Munster's residents currently have access to your local Waste Management website that is both functional and easy to navigate. Working in collaboration with your staff, we will continue to customize the website with meaningful service information, photos, and resources that reflect the interests of your Town, and any new information that results from the new contract if we are awarded.



Using Waste Management's local website, your Town will continue to be able to easily and quickly find:

- **Town-specific service information** – an overview of all Waste Management services available including waste, recycling, yard waste, bulky items, and special collections, if applicable. This section also informs of where to place bins, collection times, and acceptable items.
- **Helpful resources** – including information concerning holiday schedules, seasonal cleanups or nearby drop-off sites. Waste Management's local website allows us to advise your Town of special programs and services available only for Munster. Upcoming events (such as Christmas tree collection) can be promoted with a prominent banner ad located on the home page.

- **Recycling education** – your Town will have access to educational materials and resources available through Waste Management's Recycle Right campaign. Whether looking for recycling posters or activities, content is printer-friendly and ready to use.

Waste Management's local Munster website will also continue to allow customers to take action through 24/7 self-service and account management functionality. Customers can:

- Initiate service or request additional services
- Schedule an empty and return (roll off customers only)
- View pickup schedule and collection ETA
- Schedule an extra pickup or bulky item collection
- Request cart or container repair
- Sign up for autopay or make an online payment
- Enroll in paperless billing
- Edit account contact information

As an added convenience, Waste Management staff will continue to share access to our web content for cross-promotion on your website. Connecting directly to Waste Management's information will save Munster staff time and confirm your Town continuously receives accurate and consistent information.

Answering questions, finding service information, and utilizing local services should be easy. Waste Management's local website will continue to give your Town the information and tools they need, when they need them.

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6 | CAPABILITY STATEMENT

Proven Solutions from a Partner You Can Trust

As a current customer, Munster knows Waste Management, but a concise review of our capabilities can substantiate why we remain the best partner for the Town of Munster.

Technical Capability

Waste Management is the largest publicly owned company providing integrated environmental services in North America and the industry leader in providing comprehensive waste management services. Waste Management serves commercial, industrial, municipal, and residential customers throughout the United States and Canada. Waste Management is headquartered in Houston, Texas, employs more than 44,900 people, and operates an extensive network that includes:

- 244 Active solid waste landfill disposal sites
- 5 Hazardous waste landfill sites
- 124 Beneficial-use landfill gas projects
- 143 Material recovery facilities, including 44 single stream recycling facilities
- 302 Transfer stations
- 40 Organics processing facilities

These resources allow Waste Management to offer a wide range of environmental services to nearly 20 million customers nationwide.

Financial Strength

As noted earlier, Waste Management's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad waste management services.

Revenue in 2019 was \$15.46 billion, and Waste Management has an asset base of \$27.7 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit.

Waste Management's financial strength gives Munster assurance that we can and will fulfill our obligations.

- Waste Management is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- All new capital requirements are internally financed by Waste Management using cash flow from existing operations; our new trucks, carts, containers, and facility investments are not dependent upon the timeline and terms of third party creditors.

Waste Management's financial strength helps us to continually advance services for all of the customers we serve, including Munster, and we are committed to maintaining that strength.

Industry-Leading Onboard Technology

Our fleet of trucks for Munster is equipped with our onboard computing system (OCS), which enhances communication between our operations and customer service teams. OCS replaced paper route books with electronic route sheets that are updated in real time. Collection drivers see all stops and service tickets on their touch screens, which can be updated remotely and in actual time by our route managers and dispatchers. Drivers use their OCS to log completion of each service performed.

Our OCS is complemented by the following industry-leading software and technology:

- **eRouteLogistics®:** Customized mapping and routing software system used to develop and modify routes
- **Plan Versus Actual (PvA) Technology:** Software that plots planned route versus actual route status
- **Integrated Onboard Computer System:** Our state-of-the-art onboard computing system on each truck is integrated with our dispatch teams' in-office software to facilitate seamless communication and service delivery.
- **DriveCam®:** Forward-facing camera that constantly records whenever there is a sudden movement, such as hard braking, swerving, or a collision

Safety: A Core Value for Waste Management

Safety is a core value for our company. We understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Overall injury rates in our industry have improved substantially in recent years and Waste Management's performance in this area has ranked among the best. We actively work with our trade association, the National Waste & Recycling Association, to advance safety within our industry and among our customer base.

You do not need to search long to see how we fulfill our commitment to safety – it is woven into everything we do – from hiring practices to training to advancing safety technologies to preventive maintenance.

Waste Management's Commitment to a Diverse and Inclusive Workplace

At Waste Management, we are committed to promoting and fostering a workplace where everyone is valued and respected. Only by fully embracing diversity and the well-being of our more than 44,900 employees can we drive superior innovation and service for the customers we serve.

It is also important that our workforce reflects the diverse customers and neighbors that make up our communities. Inclusion and diversity are fundamental values for Waste Management and a core part of our company Code of Conduct.

Over the past year, Waste Management has maintained, or increased representation of minority groups compared to peer industries in all categories. Among our key efforts, we identified senior leadership

sponsors for diversity initiatives and assembled diverse candidate slates for positions at the Area Vice President level and above.

In response to the growing acknowledgment of racial injustice in the United States, we launched a new page on the Waste Management website that includes candid conversations between Waste Management leaders about how we are responding and what we must do as a company to move forward.

Diversity at Waste Management

(as of 12/31/2019)

Board of Directors	Senior Leadership Team	Company Officials & Managers	Workforce
33% ethnic minorities	20% ethnic minorities	22% ethnic minorities	45% ethnic minorities
22% women	40% women	20% women	18% women

Our Commitment to Recruiting and Hiring Veterans

Military veterans have years of training and experience in the same core values as Waste Management: leadership, safety, and teamwork. Although our mission of environmental service may be different from the military, Waste Management and the military value many common traits - the most important being a drive to be the best. It is no surprise that so many veterans join our team. In fact, in 2019, Waste Management hired more than 580 veterans, which represented roughly 5.6% of our United States hires. Today, we have more than 3,000 veterans working in a variety of roles at Waste Management - representing 7% of our workforce.

On a companywide level, we've proudly accepted recognition as:

- Military Times "Best for Vets Employer" (10 years in a row)
- G.I. Jobs "Military Friendly Employer" (11 years in a row)
- Canada Company "Military Friendly Employer"
- U.S. Veterans Magazine "Best of the Best"





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7 | CONCLUSION

A Seamless Implementation with a Trusted Partner

Waste Management of Indiana, L.L.C. (Waste Management) has provided services to the Town of Munster for eight years. You are familiar with our company, our team, and our professional approach over the long term, and we are committed to the opportunity to continue to work with you in managing your waste and recycling needs. In an effort to be fully responsive, we have:

Responded to each requirement of your RFP	Unmatched financial resources for the Town
Provided fair and equitable costs to the Town	An entire fleet of alternative fuel vehicles
Aimed to satisfy each functional specification and requirement	Equipment and personnel already dedicated to Town of Munster
Proven our experience, qualifications, past performance and quality of service as your current service partner	Local, regional and national resources lending experience to our ability to provide contingent or alternative services
Demonstrated our ability to service local governments of similar size through municipal customers nationwide	A demonstrated ability to react to other factors that may be established by the Town
And provided a schedule of operations for many years in Munster, enabling us to immediately focus on implementation plans for desired changes in service while avoiding a service transition.	

We believe this to be a significant contract for both Waste Management and the Town. We have shown ourselves to be a dependable partner in our current agreement. We have the resources to make needed adjustments, when necessary, to facilitate continued satisfaction for your residents and facilities. Waste Management intends to continue to offer uninterrupted stability backed by innovation, value, and price, and to be an active partner in attaining the Town's goals and objectives. There will be no transition period where costly mistakes and problems are most likely to occur, as our team is intimately familiar with your operations and has developed a strong working partnership with your staff. Our best-in-class transfer stations, landfills, and recycling operations, along with our industry-leading safety and environmental practices, should give you the peace of mind that your waste is being managed in full compliance with all regulatory requirements and standards.

Waste Management is dedicated to being the best environmental solutions partner for the Town of Munster now and in the future.

WHY CHOOSE WASTE MANAGEMENT?

For starters, we have an amazing

99.99%

pickup accuracy.

And that means Munster Staff get fewer calls about service concerns.

Per Bid Document specifications, the original Notice to Bidder and Specifications are provided here.

NOTICE TO BIDDERS

Notice is hereby given that the Town Council of the Town of Munster, Lake County, Indiana, will receive sealed bids up to 12:00 pm NOON on Wednesday, March 10, 2021 in the Office of the Clerk-Treasurer, Munster Town Hall, 1005 Ridge Road, Indiana, for the following:

Contractual solid waste collection and disposal services for three (3) years, beginning May 1, 2021 and ending April 30, 2024.

Bids will be publicly opened and read at that time, and shall be in accordance with the description, quantity, terms and conditions contained in the specifications on file at the Public Works Office, Munster Town Hall, 1005 Ridge Road, Munster, Indiana, in the terms of notice and laws of the State of Indiana.

Bids must be submitted in a sealed envelope clearly marked “**Contractual Service for Collection and Disposal of Solid Waste**”. Bidders shall execute their bids on forms prescribed by the State Board of Accounts of the State of Indiana together with a non-collusion affidavit and a ten percent (10%) bid bond. Other State requirements include:

CONTRACTS FOR COLLECTION OR DISPOSAL OF SOLID WASTE

The successful bidder will be required to furnish, execute and deliver a satisfactory performance bond in the amount of its bid to guarantee faithful performance of the contract. The Town Council reserves the right to reject any and all bids and to waive any informality in bidding.

Dated this 19th day of February 2021.

**TOWN COUNCIL OF
THE TOWN OF MUNSTER,
LAKE COUNTY, INDIANA**

**SPECIFICATIONS FOR THE COLLECTION AND DISPOSAL OF ALL
REFUSE, RECYCLING, AND RUBBISH PRODUCED WITHIN THE TOWN OF
MUNSTER, INDIANA**

**FOR THE THREE (3) YEAR MINIMUM PERIOD OF
MAY 1, 2021 TO APRIL 30, 2024**

The Town of Munster, Lake County, Indiana are desirous of procuring the services for a refuse and recycling collector for the purpose of collecting and disposing of all residential refuse and recyclables within the Town for a minimum period of three (3) years commencing May 1, 2021, with an option for two (2) additional years.

Contractors who operate a residential refuse and recyclable collection service are invited to submit a bid to the Town pursuant to the specifications prepared, to provide refuse and recyclable collection service, and subject to the execution of a contract. Contractors by virtue of submitting bids are demonstrating their desire to perform the services called for in said specifications and in compliance with the terms and conditions set forth. The Contractor will be liable for refuse and recyclable collection service for all specified dwellings within the Town for which the Contractor shall be paid.

It is the desire and intention of the parties to provide for the collection and disposition of all residential refuse and recyclables produced within the Town, regardless of source, in order that the Town may be kept in a clean and healthful condition.

1. **BID DOCUMENTS:** This shall include the published Notice to Bidders, Specifications, the Contractor's bid submitted on Form of the Bid and the Contractor's Financial Statement of Affairs submitted to the Town on Form #96, which are incorporated by reference herein.
2. **DEFINITIONS:** The following definitions are adopted for the purposes of this specification:
 - a. **Refuse** is all putrescible and non-putrescible wastes (except human body wastes), including garbage, rubbish, recyclables, and yard waste.
 - b. **Garbage** is putrescible animal and vegetable wastes resulting from the handling preparation, cooking and consumption of food.
 - c. **Rubbish** is limited to putrescible and non-putrescible solid waste, both combustible and non-combustible, including paper, cardboard, bottles, tin/steel/aluminum cans, grass clippings, small amounts of branches (not to exceed two (2) cubic yards) cut in four (4) foot lengths and securely bundled, glass, bedding, rags, crockery, wood, small amounts of construction and demolition debris (not to exceed two (2) cubic yards) cut in four (4) foot lengths and securely bundled, and one (1) large item per week (furniture and appliances).
 - d. **Recyclables** include, but are not limited to, magazines, newspaper and all inserts, glass bottles and jars (clear, brown, green), tin/steel/aluminum cans, plastic containers (1-2-3 liter plastic pop containers, milk and water jugs, any liquid laundry detergent bottles). Additional recyclables may be

added as markets develop upon the mutual agreement between both parties without modification of the contract.

- e. **Yard Waste** is compostable organic waste resulting from the maintenance of lawns, gardens, landscaping and trees which include grass clippings and tree branches, but not leaves.
 - f. **Dwelling(s)** in the case of the Town of Munster is a structure, or a portion of a structure, used primarily as a place of abode for one (1) or more persons, including multifamily structures of not more than four (4) dwelling units, but not including motel and hotels.
 - g. **Dwelling Unit** is a structure, or portion of a structure, used by one family for cooking, living and sleeping purposes. For purposes of this specification, service shall be limited to one (1) collection per week of a maximum of four (4) ninety-six (96) gallon containers.
 - h. **Garbage Cart** is a container made of plastic equipped with suitable handles, tight-fitting covers and wheels. Containers shall be watertight and of a type approved by the Town with a capacity of not more than ninety-six (96) gallons. The container provided by the Contractor shall be uniformly colored throughout Town and shall have a lid cover identifying it as garbage. Containers shall be provided by the Contractor for households and will replace the traditional garbage cans. Containers shall be kept clean, neat and sanitary at all times. Additional containers can be rented or purchased through the Contractor. Maintenance of garbage cart is the contractor's responsibility.
 - i. **Recycling Cart** is a ninety-six (96) gallon plastic container used for the placement of discarded recyclables. The container provided by the Contractor shall be uniformly colored throughout Town and shall have a lid cover identifying it as recycling. The recycling container is to be provided by the Contractor. Additional containers can be rented or purchased through the Contractor. Maintenance of recycling cart is the contractor's responsibility.
 - j. **Commercial Unit** is a building, or a part thereof, or an establishment for the conduct of a single business. Apartment houses, motels, hotels, schools, churches, civic and athletic centers and all other establishments that produce refuse, but which are not dwelling units, shall be considered as commercial units. Planned Unit Developments (P.U.D) shall also be considered commercial units.
 - k. **Town** means the Town of Munster, Lake County, Indiana.
3. **TERM OF SERVICE PERIOD:** The term of this specification shall be for a period of three (3) years, commencing on or about, May 1, 2021 and ending April 30, 2024. **OPTION: There shall be a provision for extending the contract for up to two (2) years.**
4. **SERVICE REQUIRED OF CONTRACTOR:** The service to be performed by the Contractor shall consist of collection and disposal of all non-recyclable residential garbage and rubbish, yard waste (including small branches) and collection and disposal of recyclables, as herein defined, produced during the term of the contract. The Contractor shall not be required to collect and/or dispose of large tree branches or leaves during the period outside the Town's leaf collection program, nor shall he collect and/or dispose of solid waste originating from

commercial or other non-dwellings, as defined in Section 2 (f) of these specifications. The Contractor will be required to collect and dispose of small piles of debris, including construction debris, without additional charge to the resident. Non-recyclable residential garbage and rubbish (as defined in paragraph 2 (b) and 2 (c), and co-mingled recyclables, as defined in paragraph 2 (d), shall be collected by the Contractor under the terms of the specification. The Contractor shall collect up to one (1) large item per week, per dwelling as part of the basic service provided. The Town requires the Contractor to collect yard waste placed in brown yard waste bags or carts at no additional charge to the resident.

OPTION: Contractor to price separately the cost of refuse and recycling pickup service to provide appropriately sized 2-yard commercial roll-off containers and twice weekly pickup from all Town-owned facilities including:

- (1 - refuse) Town Hall (*shared with Fire Station #1*)
- (1 - recycle) Town Hall (*shared with Police Dept & Fire Station #1*)
- (1 - refuse) Police Dept
- (1 - recycle) Police Department (96-Gallon Cart)
- (1 - refuse) Fire Station #2 – Fisher St
- (1 - recycle) Fire Station #2 – Fisher St (96-Gallon Cart)
- (1 - refuse) Public Works Garage – Fisher St
- (1 - refuse) Parks Maintenance Garage – Fisher St
- (1 - recycle) Public Works and Parks Garages – Fisher St
- (6 - refuse) Community Park Ballfields
- (6 - refuse) Community Park Swim Pool (in season)
- (2 - refuse) Community Park Social Center
- (1 - refuse) Centennial Park Garage (*shared with Fire Station #3*)
- (1 - recycle) Centennial Park Garage (96-Gallon Cart)
- (5 - refuse) Centennial Park Clubhouse

5. **TOOLS AND EQUIPMENT FOR WORK:** Adequate tools, equipment and labor needed to perform the services required of the Contractor quickly, efficiently, and in a workmanlike manner, shall be supplied by the Contractor at its own expense. This shall include equipment and vehicles to be available in case of breakdown in order to avoid delay in refuse pickup. The Contractor shall replace old, worn, and obsolete equipment and purchase equipment as needed and shall at all times have available, as a minimum, the tools and equipment so as to be able to provide refuse collection consistent with and pursuant to the Standards for Service set forth in Paragraph 9 thereof.

6. **REFUSE DISPOSAL FACILITY BY CONTRACTOR:** The Contractor shall at all times, have available for its use a site for disposal of refuse collected or alternate systems for the disposal of refuse collected, which disposal area shall be properly authorized and in compliance with all local, state and federal laws and regulations governing such refuse disposal areas or systems. Recyclables shall not be handled, landfilled, incinerated, nor disposed of in a manner that prohibits or inhibits the ability to recycle the recyclables back to a reusable commodity. A schedule of proposed sites for disposal of refuse and recyclables collected shall be provided to the Town upon execution of the contract. The cost and the obligation

for securing and keeping in effect any permits and licenses for such disposal area or alternate systems shall be borne by the Contractor.

7. **COLLECTION SCHEDULE:** The collection and disposal of refuse shall be accomplished as follows:

- a. Contractor shall collect refuse, garbage, rubbish and yard waste at least once each week from dwellings as defined in Paragraph 2(f) utilizing existing alley for collecting refuse and Recycling. Recyclables shall be collected from all dwellings in Paragraph 2(f) every two weeks.
 - b. It is the responsibility of the Contractor to utilize the appropriate collection means to accommodate the built environment of the Town. This includes, but is not limited to, the existing tree canopy, buildings, roadways, and alleyways.
 - c. The Contractor may, for its convenience, divide the Town into areas for collection. Currently, the Town is serviced 5 days per week with 3 routes. The time and days for collection shall be embodied in a schedule and submitted to the Town for approval without delay, which approval shall not be unreasonably withheld consistent with the needs of the Town. The schedule, when approved, shall be made known to the public, at the expense of the Contractor, and shall be changed only upon agreement of the parties. Initially, the collection schedule shall be consistent with the schedule in place at the start of the Contract. A collection day which falls on a legal holiday shall be made up by the Contractor on the next following day which is not a Sunday or legal holiday. Subsequent collection days during the week following a legal holiday may be collected on the following day; however, the Contractor shall be consistent with its policy on collections during a week that includes a legal holiday.
 - d. The Contractor shall make immediate collection of refuse, garbage, rubbish, yard waste, and recyclables from any dwelling which has been inadvertently skipped, or missed due to inclement weather events or unforeseen circumstances beyond Contractor's control or bypassed upon request to do so by the Town through the person designated by the Town. In the event the Contractor fails to make collection with twenty-four (24) hours after notification by the Town to do so, the Town may make the collection for the Contractor and back charge the Contractor for the cost of the collection on a time and material basis.
8. **SPECIAL SERVICE:** The Contractor and its employees shall not solicit directly or indirectly or accept any gratuity in any form from any person for services required to be performed by the Contractor pursuant to this contract. A person who desires a special service in addition to the services provided for by Ordinance and this contract may agree with the Contractor for the special service and the amount to be paid therefore. If the special service requested consists of anything other than the removal refuse from a place on a person's property other than the place designated by Ordinance, the special service shall be performed by the Contractor at a time other than a regularly scheduled time for collection of refuse and by special equipment not otherwise used for municipal collection. The Contractor and its employees shall not enter into any agreement or arrangement with any person, as defined by the terms of this contract, within the Town for a

regular collection of residential refuse without first securing written approval of the Town to do so.

9. **STANDARDS FOR SERVICE:** The collection of refuse may create problems of a personal nature affecting the residents of the Town and the Contractor and its employees. It is the desire of the Town to eliminate these problems and to secure widespread public approval of the Contractor's services and toward this purpose, the Contractor agrees to abide by the following:

- a. The Contractor shall transport all refuse, including garbage, rubbish and recyclables in enclosed trucks constructed of metal and sufficiently tight to prevent leakage of liquid or solid materials, and such trucks and equipment shall be in compliance with all laws, ordinances and regulations governing same. Collections and removal of refuse shall be done as inoffensively as possible with regard to sight, smell and sound, without the spilling or scattering of refuse in loading or in transit. Refuse spilled or scattered shall be picked up and removed immediately. Containers and lids shall be properly replaced to the point of collection and in an upright position after emptying by the Contractor, and Contractor shall do as little damage as reasonably possible to the containers and lids. Damage caused by the Contractor to containers and lids, other than damages caused by wind and other causes beyond control of the Contractor, shall be paid for by the Contractor to the respective owners of same.
- b. All equipment used by the Contractor shall be kept clean and odor free at all times. Equipment shall be of a generally uniform size and design, painted and lettered to the reasonable satisfaction of the Town.
- c. In the event of a dispute between a resident of the Town and the Contractor as to the manner of placing refuse, or the nature of the contents, or the time for removal thereof, or other matters of like nature, the Contractor agrees in the specific instance to collect and remove the refuse even though, in its opinion, it is not required to do so, unless the same constitutes a clear environmental, health and safety hazard. The Contractor shall immediately report the matter to the official designated by the Town, and the parties shall adjust the matter, if possible, before further collection becomes necessary.
- d. The Contractor will be required to instruct its employees who are in direct contact with residents of the Town to be polite and courteous. Upon receiving a written complaint from a member of the Town declaring an employee of the Contractor to be impolite or discourteous, or for other good cause, the Contractor shall appropriately discipline such employee or assign him to employment where his service will no longer cause offense.
- e. The Contractor will be required to keep an active business telephone listing and address able to be easily found by simple internet search or in the local telephone directory by which it may be contacted. The Contractor's name and telephone number shall be conspicuously painted on its collection vehicles.
- f. The Contractor and its employees will be required to comply with all traffic and other laws, and most particularly, shall ensure that all vehicles

- are properly equipped with safety and warning devices and all employees are wearing appropriate safety equipment.
- g. The Contractor will be responsible for clean up of all spills (garbage fluids, glass from recycling truck, etc.).
 - h. The Contractor shall notify the Town of any low branches or wires interfering with its automated collection vehicles.
 - i. The Contractor shall notify the Town if any large item or container is not picked up and shall place a tag or sticker of explanation on the item to notify the resident.
10. **CONTRACTOR'S BOND:** The successful Contractor will be required to provide a performance bond in such form and with sureties acceptable to the Town in an amount of One Hundred Thousand Dollars (\$100,000.00). This bond shall guarantee the performance of the Contractor's services and may be renewable on an annual basis with notice of such renewal being made to the Town thirty (30) days prior to the anniversary date of the contract, but, in any event, must remain in full force and effect during the term of this contract.
11. **CONTRACTOR'S WORKER'S COMPENSATION INSURANCE:** During the term of this contract, the Contractor will be required to maintain Worker's Compensation and Occupational Disease Insurance for all persons employed by it in the performance of this service. The Contractor will be expected to comply with Worker's Compensation laws of the States of Indiana, and shall file with the Town a certificate from the Worker's Compensation Board showing compliance with applicable statutes, which provide such insurance.
12. **INDEMNITY BY CONTRACTOR:** The Town, its agents and employees, will not be liable for any loss, damage, injuries or other casualties of whatsoever kind or by whomsoever caused to the person or property of anyone, including the Contractor, arising out of or resulting from the performance of this service, or use of the landfill sites, whether due in whole or in part to negligent acts or omissions of the Consortium, its agents or employees; and the Contractor for itself, its successors and assigns, does hereby agree to indemnify and hold the Town, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions, (including all reasonable expenses and attorney's fees incurred by the Town in connection therewith), for such loss, damage, injury or other casualty.
13. **CONTRACTOR'S LIABILITY INSURANCE:** The Contractor will also be required to maintain Bodily Injury and Property Damage Insurance for its own protection, as well as the protection of the Town, in accordance with the indemnity provision herein before set forth in Paragraph 12. Said bodily injury insurance shall be in an amount not less than One Million dollars (\$1,000,000.00), for injuries, including death, to any one (1) person, and in an amount of not less than Five Million Dollars (\$5,000,000.00), on account of any one (1) occurrence. Property damage insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00), all with an umbrella policy in the minimum amount of Five Million Dollars (\$5,000,000.00).

14. **CONTRACTOR'S INSURANCE CERTIFICATE:** The Contractor shall furnish to the Town a certificate from its insurance carriers showing the names of the companies issuing said policies, expiration dates, policy numbers and other pertinent information. Said certificates shall also state that the Town be notified thirty (30) days before cancellation of any insurance.
15. **FINANCIAL STATEMENTS:** The Contractor shall submit a current financial statement as part of the bid submittal.
16. **STATEMENT OF EXPERIENCE:** The Contractor shall submit a statement of experience as part of the bid submittal.
17. **BIDDER'S PROPOSED PLAN:** The Contractor shall submit its proposed plan or plans for performing the Contract as part of the bid submittal.
18. **LIST OF EQUIPMENT AVAILABLE:** The Contractor shall submit a list of equipment available for the performance of the Contract as part of the bid submittal.
19. **ROLLOFF CONTAINER:** The Contractor agrees to provide (85) eighty-five (30) cubic yard, open top containers per year at no cost to the Town and they will be placed at the Public Works Garage, 508 Fisher Street and at other Town-owned facilities as directed. The Contractor will pick up any provided open top container once filled, or upon request of the Town. The Contractor will provide a roll off container expressly for concrete demolition material, if requested, by the Town at the Town expense.
20. **CONTRACT NOT ASSIGNABLE:** The Contract will not be permitted to assign nor submit any part of the services to be performed by it without first obtaining the written consent of the Town to do so.
21. **ORDINANCE COVERING REFUSE DISPOSAL:** The Contractor acknowledges that the Town's existing ordinances, if any, governing garbage and refuse collection are satisfactory and place no undue burden upon the Contractor. The Town may amend or repeal said existing ordinances.
22. **CONTRACTOR'S COMPENSATION:** The Town will pay on a monthly basis and the Contractor agrees to accept for the services to be performed by the Contractor, the base contract price for the three (3) year term of this specification multiplied by the actual number of households collected in the Town. For the purposes of this specification, an estimate of the households in existence as of February 1, 2021 for the Town of Munster is 7,861.

The Town reserves the right to retain ten percent (10%) of the monthly invoice, returned quarterly, contingent on satisfactory performance with the terms of this agreement.

The Town may withhold from any monthly installment payment an amount of money as security for any alleged failure of performance of the Contract by the Contractor. The amount withheld shall be reasonable and adequate in amount to

protect the Town and/or the resident, as determined in the sole discretion of the Town. The Town and the Contractor shall promptly seek to resolve the claim or dispute, and if not resolved within thirty (30) days, either party may initiate a binding arbitration proceeding under rules agreed between them, or failing agreement under rules of the American Arbitration Association. The Town shall not pay any interest to the Contractor on the money withheld. If the Town has to pick up missed households due to Contractor skipping pick ups, a \$5.00 amount per household, shall be deducted from payment to Contractor. In determining the amount to be charged against the withheld fund, the Town may consider, but shall not be limited to, unnecessary rough handling of garbage containers and lids by the Contractor, spillage, unexcused departure from regular established collection schedules, skipped pick-ups, and other similar complaints. After each determination, any withheld amount held by the Town in excess of amounts charged back against the withheld funds shall be paid over to the Contractor. Any charges in excess of the withheld funds shall be recovered by the Town out of the next money due the Contractor by the Town.

23. **REPORTING:** The Contractor shall provide monthly reports on the amount of refuse disposed and the amounts of recyclables (itemized) diverted from the waste stream and shall submit monthly reports to the Town, in addition to the Lake County Solid Waste Management District. Note: in 2019 there were 10,767 tons of refuse and 2,496 tons of recyclables generated.
24. **ALTERNATIVE DISPOSAL:** During the term of the contract and any option exercised by the Town, the Town reserves the right to designate an alternative disposal facility authorized to receive solid waste. Contractor and Town reserve the right to negotiate changes in cost to the Town associated with the alternative disposal site. In the event a dispute arises out of the terms and conditions of this contract, either party may seek mediation or arbitration to settle the dispute.
25. **COMMUNITY SUPPORT:** Contractor shall donate to the Town a check in the amount of Three Thousand Dollars and no cents (\$3,000.00) by May 1, 2021 and thereafter annually for the duration of this contract, to be used for community education or action regarding refuse, recycling, yard waste or any like program or topic.

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THINK GREEN.

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