



*We wanted a program that would include organics as well as mixed recyclables... Waste Management partnered with us and provided a custom program that worked with our current level of internal resources... We reduced our waste disposal costs, and increased our landfill diversion rate from 45% to 82%... I enthusiastically recommend their recycling services.*



– John M. Haydu, CFM  
Kaiser Permanente Regional Corporate Office





*At Fenton's Creamery, we pride ourselves in offering customers the best possible super-premium ice cream. When it comes to recycling, there's only one choice for us, Waste Management of Alameda County. Serving Oakland since 1920, this local provider offers quality-recycling services to help businesses comply with AB 341, California's new mandatory recycling law.*



– Scott Whidden, Master Blender  
Fenton's Creamery

## 7. APPENDICES

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*Proposers may provide any additional information that they believe to be applicable to this proposal and include such information as an Appendix. Proposers should include information related to alternatives or exceptions in the Appendix.*

On the following pages, please find appendices 1 through 7 to WMAC's MM&O Collection Services proposal. We've provided these sections in the following order:

- Appendix A. Alternatives and Exceptions
- Appendix B. Economic Impact Report
- Appendix C. Sustainability Report
- Appendix D. Resumes
- Appendix E. Litigation History
- Appendix F. Labor Agreements
- Appendix G. Sample Reports
- Appendix H. Technical Information on Facilities





## APPENDIX A. ALTERNATIVES AND EXCEPTIONS

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## **EXCEPTIONS OR ALTERNATIVES TO CONTRACT**

### **(MIXED MATERIALS AND ORGANICS COLLECTION SERVICES – SERVICE GROUP 1)**

The following Waste Management of Alameda County, Inc. (“WMAC”) exceptions are not non-negotiable.

#### **1. MM&O Contract, Section 1.46, Pages 6, Lines 250 – 253 (Exception)**

“Force Majeure shall not include power outages, fuel shortages, strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR, CONTRACTOR’S employees or subcontractors, or directed at CONTRACTOR or subcontractor.”

##### **a. Suggested change**

If WMAC’s RRI exceptions, as separately set forth in this Form 11, are not accepted by the City, delete paragraph above and replace as follows: “Force Majeure shall not include power outages or fuel shortages. Force Majeure shall include, strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR, CONTRACTOR’S employees or subcontractors, or directed at CONTRACTOR or subcontractor.”

or, if the City accepts WMAC’s Form 11 RRI exceptions, the following exception is proposed: “Force Majeure shall not include (a) power outages, (b) fuel shortages, or (c) lockouts/work stoppages conducted by CONTRACTOR or those strikes, work stoppages or slowdowns, sickouts, picketing or other concerted job actions by CONTRACTOR’s union employees because of (i) CONTRACTOR and said union’s failed negotiations for a collective bargaining agreement, or (ii) a labor dispute resolvable under an existing collective bargaining agreement between CONTRACTOR and said union.”

##### **b. Benefit to the City, Customers or both**

WMAC is committed to labor peace and to providing safe, well-paying employment for all employees. We recognize that a fair and balanced negotiations process is fundamental to maintaining these standards. WMAC suggests these alternate modifications to reflect the reality of contractual negotiations with our collective bargaining partners in Local 6, Local 70 and Local 1546. Excluding lockouts and strikes as a force majeure event as proposed in the City’s draft contract suggested language provides the unions a favorable and superior bargaining position resulting in higher labor cost and the greater likelihood of labor action as a tool to prematurely reach impasse and force WMAC to pay higher compensation, which can translate into higher rates for rate payers. The City, if it does not tie RRI to WMAC’s actual labor costs and also excludes lockouts and strikes as force majeure events, requires that overall rates be higher to mitigate the risk of an inherent cost management disadvantage. The revision proposed by WMAC would more fully and accurately recognize all events which are beyond WMAC’s reasonable control and that could affect its ability to perform and manage labor costs. It also benefits the City by clarifying and more equitably distributing contractual risks.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

The acceptance of either proposed revision would not result in a specific dollar adjustment to WMAC's proposal and WMAC, at this point, cannot quantify the dollar contingency that may be required in the event the City rejects either or both proposals. However, the City's acceptance of WMAC's RRI exceptions will result in a decrease in rates as referenced on a separate Form 11 entry.



## **2. MM&O Contract, Section 7.13, Pages 28 – 31, Lines 1218 – 1315 (Exception)**

“7.13 Delinquent Service Account Termination Process. CONTRACTOR may implement the following service termination process for SFD, MFD and Commercial Customers whose accounts are delinquent. (Note: Sections 7.13 through 7.13.12 represent the default service requested by the City. Sections 7.13.13 through 7.13.13.4 represent the alternative service requested by the City. Based on the final decision of the City, Sections 7.13 through 7.13.13.4 will be amended.)

7.13.1 CONTRACTOR may charge a delinquent Customer a late fee which is the greater of Five Dollars (\$5.00) or one and one half (1.5) percent per month (not compounded). CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts.

7.13.2 CONTRACTOR may issue a delinquency notice at any point after the account becomes delinquent. Sections 7.13.2.1 through 7.13.12 outline processes regarding notification and cure of such delinquencies and associated issues, including without limitation regarding notification and collection of delinquencies, termination of service, and CITY’s option to subscribe to service on behalf of delinquent SFD and MFD property owners to whom CONTRACTOR has terminated service and to impose special assessments against delinquent properties to recover the costs of such service. With respect to the timelines related to the delinquency notices and hearings set forth in Sections 7.13.2.1 through 7.13.12, CITY reserves the right to modify the timelines by written policy adopted by the City Administrator, or his or her designee, after consultation with CONTRACTOR.

7.13.2.1 Delinquency notice will be sent to the property owner and billing address.

7.13.2.2 Delinquency notice will include information on Hearing scheduled approximately fifteen (15) calendar days after date of the notice to dispute the nonpayment.

7.13.2.3 Delinquency notice will specify that failure to pay the bill may result in termination of service and that CITY will deem lack of service to be a nuisance.

7.13.2.4 For SFD and MFD Customers, delinquency notice will further provide that CITY may, in order to abate the nuisance, subscribe on behalf of the property owner at the property owner’s expense beginning with the next billing cycle and impose as special assessment against the property on which the nuisance is maintained.

7.13.3 CONTRACTOR, subject to its compliance with the requirements of Section 7.13, has the right to terminate service if the bill remains unpaid thirty (30) days after issuing the delinquent notice.

7.13.4 CONTRACTOR and CITY will hold hearing concerning delinquent bills on the date specified in the delinquency notice (typically day forty five (45) in each billing cycle).

7.13.5 Following the Hearing (typically day forty six (46) in billing cycle), CONTRACTOR, on CITY'S behalf, will send final delinquency notice to property owner, billing address, and Service Address for the accounts with a past due balance notifying them that service will be terminated by CONTRACTOR on day sixty (60), if CONTRACTOR does not receive payment, and that CITY may declare the failure to maintain service for the property a nuisance. For SFD and MFD Customers, the final delinquency notice shall further provided that CITY may (a) subscribe to service on the property owner's behalf at the property owner's expense to abate the nuisance; and (b) impose a special assessment on the property for the costs associated with abating the nuisance.

7.13.6 No sooner than the first day of the next billing cycle, CONTRACTOR shall provide CITY a list of properties (Service Addresses) to which it will stop service for non-payment.

7.13.7 The next business day following its receipt of the list described in Section 7.13.6, or as soon as reasonably practicable thereafter, CITY will elect whether to declare the conditions on the property to be a nuisance and subscribe to service on behalf of property owner at the property owner's expense to abate nuisance.

7.13.8 Approximately ten (10) days following its election under Section 7.13.7, CITY will confirm status of delinquent accounts with CONTRACTOR and, for those properties for which the City has subscribed on behalf of the property owner, imposes a special assessment on those properties that are still delinquent. CITY will provide notice to property owner (as determined from County Assessor's or Recorder's records) by certified mail.

7.13.9 Upon receipt of proceeds from the special assessment, CITY will forward the portion of the special assessment attributable to CONTRACTOR billing to CONTRACTOR. CITY'S financial liability to CONTRACTOR for payment for services rendered when CITY declares a nuisance and subscribes on behalf of the property owner is limited to the proceeds of such special assessments.

7.13.10 CONTRACTOR can require that in order to reestablish service the Customer must pay any past-due amounts. However, CONTRACTOR may not require that the assessment be paid off before resuming service.

7.13.11 CONTRACTOR may require a credit card, or at the discretion of the Service Recipient, a deposit equal to one billing cycle's payment, be maintained on file for any Customer whose account went into sixty (60) day delinquency.

7.13.12 CITY will continue to subscribe on Customer's behalf and impose special assessments for each billing cycle until it is notified by CONTRACTOR that Customer has cleared delinquent account with CONTRACTOR and subscribed to service. Throughout the period in which CITY has subscribed on behalf of the property owner, CONTRACTOR shall bill CITY and send a copy of such bill to the property owner and the last known billing address for the Customer. The bill shall indicate that CONTRACTOR has terminated service as a result of Customer's non-payment, that as a result CITY has declared the property a nuisance due to the

Customer's failure to maintain service, that CITY has subscribed to service on behalf of the property owner at the property owner's expense to abate the nuisance, and that CITY will impose a special assessment for the costs of abating the nuisance, and that the Customer may avoid the imposition of further special assessments by paying its delinquent balances with CONTRACTOR and reinstating its account.

7.13.13 Delinquent Service Account Process. CONTRACTOR may implement the following delinquent service account process for SFD, MFD and Commercial Customers whose accounts are delinquent. (Alternative Service language, may be deleted based on final decision of CITY)

7.13.13.1 CONTRACTOR may charge a delinquent Customer a late fee which is the greater of Five Dollars (\$5.00) or one and one half (1.5) percent per month (not compounded). CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts.

7.13.13.2 CONTRACTOR may issue delinquent notice if unpaid by the last day of the first month of the billing cycle (i.e. July 31, 2015).

7.13.13.3 CONTRACTOR may issues 2nd delinquent notice on the 15th day of the second month of the billing cycle.

7.13.13.4 CONTRACTOR may issue 3rd delinquent notice on the last day of the billing cycle informing property owner that bill may be turned over to a collection agency.

7.13.13.5 CONTRACTOR may not stop service for SFD or MFD Customers but may stop service for Commercial Customers."

**a. Suggested change**

WMAC proposes replacement of Section 7.13 with the language provided below, which would result in continuation of the revolving fund system set forth in Sections 8.28.180 – 8.28.280 of the City's Code of Ordinances.

"7.13 Delinquent Service Account Termination Process. CONTRACTOR and CITY shall implement the following service termination process for SFD, MFD and Commercial Customers whose accounts are delinquent.

7.13.1 CONTRACTOR may charge a delinquent Customer a late fee, which is the greater of Five Dollars (\$5.00) or one and one half (1.5) percent per month (not compounded). CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts.

7.13.2 Complaint of nonpayment. Upon the expiration of the period during which CONTRACTOR has rendered service and has presented the property owner with a bill for such service, if the bill has not been paid in full, the CONTRACTOR shall send to the owner a second



request for payment. The form and content of the second request for payment sent by CONTRACTOR shall be approved by the Finance Officer. Upon the expiration of not less than ten days following the mailing of the second request for payment by CONTRACTOR, if the bill remains unpaid, CONTRACTOR may file with the Finance Officer a verified written complaint which shall contain the specific allegations setting forth the name or names of said owner(s), the address of the dwelling served, the period of such service, the amount due, the steps taken to secure payment, and such other information as the Finance Officer may reasonably require. Such verified written complaints shall be submitted by CONTRACTOR to the Finance Officer not more than ninety (90) days following the end of the service period.

7.13.2 Payment for services rendered and the assessment of administrative charges. Upon receipt of the complaint filed in accordance with Section 7.13.2, the Finance Officer shall pay the amount due CONTRACTOR from a revolving fund provided herein under Section 7.13.3 and owner shall be liable to the CITY for service charges paid, plus an administrative charge as established by the CITY's master fee schedule.”

7.13.3 Mandatory refuse collection fund. The mandatory solid waste collection fund shall be credited with such sums as may be appropriated by the City Council, delinquencies collected by the Finance Officer, assessments collected by the Tax Collector, and sums received in consideration of release of liens. Expenditures from said fund shall include payments to CONTRACTOR for owner delinquent accounts and those operating expenses incurred by the CITY for the administration of the mandatory solid waste program. The sum of one hundred forty thousand dollars (\$140,000.00) shall be maintained in the mandatory solid waste collection fund; and excess over this sum shall be transferred to the unappropriated balance of the general fund. Transfers from the unappropriated balance of the general fund shall also be authorized, as necessary, to maintain the integrity of the mandatory solid waste collection fund.

7.13.4 Reimbursement of City costs. Within sixty (60) days after each Contract Year, CONTRACTOR shall pay CITY an amount equal to CITY's employee-related costs to administer the mandatory refuse collection fund, described in Section 7.13.3, for such Contract Year. Such CONTRACTOR payments shall not exceed \$500,000 for any Contract Year.”

#### **b. Benefit to the City, Customers or both**

WMAC is proposing continuation of the City's current mandatory refuse collection fund and process by which it collects delinquent accounts, as presently set forth in Sections 8.28.180 – 8.28.280 of the City's Code of Ordinances (the “Collection Program”), as an exception. Continuation of the Collection Program will provide essential risk mitigation for WMAC and lower rates to customers. Elimination of the Collection Program, on the other hand, will increase overall rates at least \$45 million over ten years and result in increased operational costs, illegal dumping, and reduced diversion. This financial burden will be absorbed by the reduced “paying” customer base. Below are compelling reasons for maintaining the Collection Program:

- Based on WMAC's historical experience and analysis, bad debt is expected to escalate by \$4.5 million per year, or \$45 million over the life of the contract.
- Paying customers will shoulder the burden and cost for non-paying customers.

- Residential customers' behavior regarding paying their bills will likely become less favorable absent the current Collection Program.
- Residential customers will be allowed (by default) to cancel or eliminate services.
- Cancelled customers will fill neighboring residential carts, thereby creating overloads, litter issues, and ill will between the ratepayer, the contractor and the City.
- Reaching diversion goals will be problematic.
- Illegal dumping will escalate, resulting in blight and refuse throughout the City.
- Costs to the City will increase through having to investigate and sign-up for services on behalf of residential customers who fail to pay their bill.
- WMAC's cost will increase significantly as it (a) sends dunning letters, (b) suspends service, (c) removes carts, (d) washes and stores carts, (e) manages litter and illegal dumping issues, (f) makes changes in the billing system and the route sheet, (g) has the City sign-up for service, and (h) redelivers carts...and re-starts the process.
- WMAC will have to factor within its costs the transactional expenses associated with elimination of the Collection Program, which corresponds to increased rates to customer.
- WMAC's illegal dumping strategy and cost will change because of anticipated "increases" in illegal dumping resulting from the elimination of the Collection Program.

A much more cost-effective solution is for the City to maintain the Collection Program and be reimbursed by WMAC for the City's expenses. Based on documented City expenses relative to administration of the current system, WMAC proposes to reimburse the City as follows: Costs to cover City headcount costs to process the special assessment liens (up to a maximum of \$500,000 per year).

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

If WMAC's exception is accepted, approximately \$4.5 million per year in bad debt would be avoided, which will result in lower costs to the ratepayers. The maximum \$500,000 per year paid by WMAC to offset the City's administrative costs has been added into the proposed adjusted rates. See MM&O Collection Services Form 2-Maximum Collection Service Rate Proposal: Adjustments section. Adjustment to all proposed rates on MM&O Collection Form 2A through 2J is a reduction of 3.33% or \$4,000,000.00 in year 1.

**3. MM&O Contract, Section 7.16.2.1, Page 32, Lines 1375 – 1393 (Exception)**

“7.16.2.1 Refuse Rate Index (RRI) Adjustment. Beginning on July 1, 2016, and annually thereafter during the term of this Contract, the Maximum Collection Service Rates set forth in Exhibit 1 shall be adjusted by the RRI adjustment as set forth below except that the adjustment shall never be more than five (5) percent up or down in any year regardless of the calculated adjustment exclusive of changes in governmental or regulatory fees or assessments which shall be a pass-through. If the five (5) percent ceiling or floor is applied to limit increases or decreases in the RRI in any year, the difference between five (5) percent and the percentage by which the Maximum Collection Service Rates would have been increased or decreased in the absence of the ceiling or floor will not be considered in any future year.

7.16.2.1.1. The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI component index number between the base year, which shall be the prior preceding calendar year ending December 31st and the preceding calendar year ending December 31st as contained in the most recent release of the source documents listed in Exhibit 2, which is attached to and included in this Contract. Therefore, the first Maximum Collection Service Rate adjustment using the RRI will be based on the percentage changes between the annual average of the RRI component indices for the calendar year ended December 31, 2014 and the annual average of the RRI component indices for the calendar year ended December 31, 2015. The RRI adjustment shall be calculated using the RRI methodology included in Exhibit 2.”

**a. Suggested change**

“7.16.2.1 Refuse Rate Index (RRI) Adjustment. Beginning on July 1, 2016, and annually thereafter during the term of this Contract, the Maximum Collection Service Rates set forth in Exhibit 1 shall be adjusted by the RRI adjustment as set forth below and pursuant Exhibit 2 to this Contract. The RRI adjustment shall be the lower of 7.5% or the sum of the weighted percentage change in the annual average of each RRI component (as set forth in Exhibit 2) between the base year, which shall be the prior preceding calendar year ending December 31, and the preceding calendar year ending December 31, exclusive of changes in governmental or regulatory fees or assessments, or any CITY franchise fees under the Disposal Services Contract, which shall be a pass-through and not subject to the RRI. For purposes of clarification, pass-through costs shall not be limited by the RRI cap or included in the RRI adjustment calculation. If, notwithstanding the 7.5% cap, a RRI adjustment would be greater than 7.5% only because the Franchise Fee weighted percentage change component is greater than zero, then the 7.5% cap shall not apply. For purposes of RRI adjustments, no RRI component may be negative; as such, an annual RRI component change which is negative shall be zero when calculating the RRI adjustment. In any year that the RRI, including any carry forward amount from a prior year's adjustment, is more than 7.5%, the amount above 7.5% and up to 10% percent shall be carried over to the next adjustment period and added to the calculated RRI adjustment for that period. The RRI adjustment for the last rate period of this Contract shall include any unused RRI carry forward without limitation. In the event the RRI adjustment is less than zero (0) percent, the RRI adjustment for that year shall be zero (0) percent and the negative amount shall not be carried forward to the next adjustment period. Therefore, the first Maximum Collection Service Rate adjustment using the RRI will be based on the percentage changes between the annual average of



the RRI components for calendar year ending December 31, 2014 and the annual average of the RRI components for the calendar year ending December 31, 2015. The RRI adjustment shall be calculated using the RRI methodology included in Exhibit 2.”

**b. Benefit to the City, Customers or both**

Ensuring WMAC’s rates are adjusted for increases in the ordinary cost of doing business in Alameda County is beneficial to the City and ratepayers. Otherwise, WMAC must anticipate such increased costs throughout the term of the Contract, and its declining margins, in establishing the Maximum Collection Service Rates. The impact on ratepayers is higher initial costs to account for a less than equitable rate setting mechanism.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

The impact to the rates must be considered in conjunction with WMAC’s proposed Refuse Rate Index (RRI) exception language referenced herein below.

#### **4. MM&O Contract, Section 7.16.2.3, Page 33, Lines 1404 – 1433 (Exception)**

“Annual Maximum Collection Service Rate Adjustment. The annual Maximum Collection Service Rate adjustment shall be calculated as follows.

7.16.2.3.1. In any year that the RRI adjustment results in a positive number, the Maximum Collection Service Rate adjustment shall be calculated by multiplying the RRI adjustment by the diversion adjustment.

7.16.2.3.2. In any year that the RRI adjustment results in a negative number, the Maximum Collection Service Rate adjustment shall be calculated by multiplying the RRI adjustment by the reciprocal of the diversion adjustment. For example if the diversion adjustment was ninety five (95) percent, the reciprocal of the diversion adjustment would be calculated by dividing one hundred (100) percent by ninety five (95) percent. ( $100.00\% / 95\% = 105.26\%$ ).

7.16.2.3.3. In any year that the Maximum Collection Service Rate adjustment is a negative number, CITY may, at its sole discretion, chose to postpone the implementation of the adjustment for one (1) year. In that event the current year rate would remain the same and the subsequent year rate would be calculated by first, applying the negative Maximum Collection Service Rate adjustment to the current rate and then applying the subsequent years Maximum Collection Service Rate adjustment to that rate. For example if the Year X rate was \$100.00 and the Year X+1 Maximum Collection Service Rate adjustment was - 2.2% and the Year X+2 Maximum Collection Service Rate adjustment was +2.2% and CITY chose to not apply the negative Maximum Collection Service Rate adjustment in Year X+1 then the rate in Year X+1 would be \$100.00 and the rate in Year X+2 would be \$99.95 ( $\$100.00 \times - 2.2\% = \$97.80 \times 2.2\% = \$99.95$ ).

7.16.2.3.4. In any year that CITY chooses to postpone the implementation of a negative Maximum Collection Service Rate adjustment for one (1) year, CONTRACTOR shall retain those excess funds that it collects as a result of the Maximum Collection Service Rates not being reduced for that year in the Recycling stability account as set forth in Section 7.21.1 below for use in such manner as may be directed by the Contract Manager. An accounting of the funds shall be provided to the Contract Manager by the fifteenth (15th) day of each month after the month in which the funds are collected and shall be accompanied by such documentation as may be requested by CITY.”

##### **a. Suggested change**

“Annual Maximum Collection Service Rate Adjustment. The annual Maximum Collection Service Rate adjustment shall be calculated as follows.

7.16.2.3.1. The Maximum Collection Service Rate adjustment shall be calculated by multiplying the RRI adjustment by the diversion adjustment.

7.16.2.3.2. Omitted.

7.16.2.3.3. Omitted.

7.16.2.3.4. Omitted.

**b. Benefit to the City, Customers or both**

Ensuring WMAC's rates are adjusted for increases in the ordinary cost of doing business in Alameda County is beneficial to the City and ratepayers. Otherwise, WMAC must anticipate such increased costs throughout the term of the Contract, and its declining margins, in establishing the Maximum Collection Service Rates. The impact on ratepayers is higher initial costs to account for a less than equitable rate setting mechanism. Nevertheless, WMAC will make every effort to control and contain cost throughout the term of the contract.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

The impact to the rates must be considered in conjunction with WMAC's proposed Refuse Rate Index (RRI) exception language referenced herein below.



**5. MM&O Contract, Section 7.17.1, Pages 33 - 34, Lines 1445 – 1448 (Exception)**

“CONTRACTOR’S failure to provide the financial information shall not preclude CITY from applying the RRI using the prior year’s financial data, or pro forma data if no prior year financial data is available, if that application would result in a negative RRI.”

**a. Proposed change**

Delete sentence.

**b. Benefit to the City, Customers or both**

This exception merely provides consistency with the proposed exceptions above, which eliminate the possibility that an RRI adjustment can be negative.

**c. Dollar change in the Maximum Collection Service Rate if change accepted**

There is no impact on rates.

**6. MM&O Contract, Section 16.02, Page 57, Lines 2466 – 2470 (Exception)**

“CONTRACTOR’S Customer Service Center and Telephone and Email Access. CONTRACTOR shall maintain a Customer center located in Alameda County (Note: this may be amended based on the final selection of CITY) that provides toll-free telephone and email access to residents and businesses of CITY, and is staffed by trained and experienced Customer Service Representatives (CSRs).”

**a. Proposed change**

“CONTRACTOR’S Customer Service Center and Telephone and Email Access. CONTRACTOR shall maintain a Customer center that provides toll-free telephone and email access to residents and businesses of CITY, and is staffed by trained and experienced Customer Service Representatives (CSRs).”

**b. Benefit to the City, Customers or both**

WMAC will maintain its pay station in Alameda County, currently located at 98<sup>th</sup> Avenue in Oakland, and staff it with a minimal number of CSR’s. However, WMAC’s primary Customer Service Center will be located outside of Alameda County. The benefits to the City and Customers are better customer service, redundancy, and backup in the event of emergencies, high call volume, disasters and such other events resulting in spikes in call volume. Additionally, Local 6 Clerical employees are included in ILWU’s pension, which is currently grossly underfunded and in rehab for the foreseeable future. Adding additional CSRs will result in increased liability, which WMAC will pass on to customers.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

See MM&O Collection Services Form 2-Maximum Collection Service Rate Proposal: Adjustments section. Adjustment to all proposed rates on MM&O Collection Form 2A through 2J is a reduction of .67% or \$800,000.00 in year 1.

**7. MM&O Contract, Section 25.03.1.1, Page 73, Lines 3012 – 3016 (Exception)**

“Coverage afforded on behalf of the CITY, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City, Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Contract).”

**a. Suggested changed**

“Coverage afforded on behalf of the CITY, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance, but only as respects the services provided by CONTRACTOR under this Contract. Any other insurance available to the City, Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Contract).”

**b. Benefit to the City, Customers or both**

This revision is necessary to conform to WMAC's insurance practices, which benefits the City as it allows WMAC to procure insurance at more competitive rates.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

No specific dollar amount is attributable to this revision.

**8. MM&O Contract, Section 25.03.4, Pages 73 – 74, Lines 3022 – 3038 (Exception)**

“Hazardous Waste and Environmental Impairment Liability: Ten Million Dollars (\$10,000,000.00) each occurrence/Ten Million Dollars (\$10,000,000) policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Hazardous Waste and Environmental Impairment Liability will include coverage for all operations of CONTRACTOR, and include all owned, non-owned landfills or waste disposal sites and transfer stations. If coverage is on a Claims Made basis, the retroactive date must be shown, and must be before the date of the Contract or the beginning of Contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior the contract effective date, CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work. CITY, its Councilmembers, directors, officers, agents, employees and volunteers are to be covered as additional insureds with respect to liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available without involvement of CITY, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants.”

**a. Proposed change**

“Hazardous Waste and Environmental Impairment Liability: Ten Million Dollars (\$10,000,000.00) each occurrence/Ten Million Dollars (\$10,000,000) policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Hazardous Waste and Environmental Impairment Liability will include coverage for all operations of CONTRACTOR, and include all owned landfills or waste disposal sites and transfer stations. If coverage is on a Claims Made basis, the retroactive date must be shown, and must be before the date of the Contract or the beginning of Contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior the contract effective date, CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work. CITY, its Councilmembers, directors, officers, agents, employees and volunteers are to be covered as additional insureds with respect to liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available without involvement of CITY, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants.”

**b. Benefit to the City, Customers or both**

This revision is necessary to conform to WMAC's insurance practices, which benefits the City as it allows WMAC to procure insurance at more competitive rates.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

No specific dollar amount is attributable to this revision.



**9. MM&O Contract, Section 25.04, Page 74, Lines 3041 – 3044 (Exception)**

“Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, CITY. CITY shall not withhold approval of any Deductible or Self-Insured Retention amounts where CONTRACTOR can demonstrate a successful history of managing such Deductibles or Self-Insured Retention amounts.”

**a. Proposed change**

“Deductibles and Self-Insured Retention. Any deductibles or self-insured retention shall be for the account of the CONTRACTOR and shall be paid entirely by CONTRACTOR without contribution from the CITY.”

**b. Benefit to the City, Customers or both**

This revision is necessary to conform to WMAC's insurance practices, which benefits the City as it allows WMAC to procure insurance at more competitive rates.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

No specific dollar amount is attributable to this revision.

**10. MM&O Contract, Section 25.05.2, Page 74, Lines 3054 – 3057 (Exception)**

“CONTRACTOR’S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR’S insurance and shall not contribute with it.”

**a. Proposed change**

“CONTRACTOR’S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents and volunteers, but only as respects the services provided by CONTRACTOR under this Contract. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR’S insurance and shall not contribute with it.”

**b. Benefit to the City, Customers or both**

This revision is necessary to conform to WMAC's insurance practices, which benefits the City as it allows WMAC to procure insurance at more competitive rates.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

No specific dollar amount is attributable to this revision.

**11. MM&O Contract, Section 25.07, Page 75, Lines 3075 – 3080 (Exception)**

“Cancellation. Each insurance policy required by this clause shall be occurrence based or an alternate form as approved by CITY and endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after sixty (60) days’ prior written notice by certified mail, return receipt requested, has been given to CITY. Any failure to comply with reporting provisions of the policies shall not affect CONTRACTOR’S obligations to CITY, its officers, officials, employees, agents or volunteers.”

**a. Proposed change**

“Cancellation. Each insurance policy required by this clause shall be occurrence based or an alternate form as approved by CITY and endorsed to state that coverage shall not be cancelled by either party except after sixty (60) days’ prior written notice has been given to CITY. CONTRACTOR shall provide at least sixty (60) days’ written notice to CITY, by certified mail, return receipt requested, of any insurance policy required hereunder being suspended, voided or reduced in coverage or limits. Any failure to comply with reporting provisions of the policies shall not affect CONTRACTOR’S obligations to CITY, its officers, officials, employees, agents or volunteers.”

**b. Benefit to the City, Customers or both**

Under WMAC’s insurance policies, insurers will send written notice to additional insureds in the event WMAC policies are *cancelled*, but not if they are suspended, voided or reduced in coverage or limits. This is fairly standard in the insurance industry, and WMAC requests this change in order to be completely accurate in its obligations under its insurance agreements. However, WMAC will agree to provide notice by certified mail to City in the event WMAC’s insurance policies are suspended, voided or reduced in coverage or limits.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

No specific dollar amount is attributable to this revision.

**12. MM&O Contract, Section 25.10, Page 75, Lines 3099 – 3105 (Exception)**

“CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR’S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.”

**a. Proposed change**

“CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR’S obligation to provide them. CITY reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time. Such documents shall remain confidential.”

**b. Benefit to the City, Customers or both**

This revision is necessary to conform to WMAC's insurance practices, which benefits the City as it allows WMAC to procure insurance at more competitive rates.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

No specific dollar amount is attributable to this revision.

### **13. MM&O Contract, Section 26.01, Page 76, Lines 3120 – 3134 (Exception)**

“Indemnification of CITY. CONTRACTOR shall defend, with counsel acceptable to CITY, indemnify and hold harmless, to the fullest extent allowed by law, CITY, its officers, officials, employees, volunteers agents and assignees (indemnitees)), from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the operation of CONTRACTOR, its agents, employees, contractors, and/or subcontractors, in exercising the privileges granted to it by this Contract; (ii) the failure of CONTRACTOR, its agents, employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Contract, applicable laws, ordinances and regulations, and/or applicable permits and licenses; and (iii) the acts of CONTRACTOR, its agents, employees, contractors, and/or subcontractors in performing services under this Contract for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit injury, death or damage is also caused in part by any of the indemnitees’ negligence.”

#### **a. Suggested change**

Add the following after the last sentence: “Notwithstanding anything to the contrary in this Contract, the indemnity obligations of CONTRACTOR shall not in any way extend to indemnifying and/or defending the CITY or any other indemnitees for any claim, liability, damages, liens, penalties, or any costs or obligations whatsoever arising from, or related to, the CITY’s setting of rates or fees under this Contract or in connection with Proposition 218, Article XIIC and Article XIID of the California Constitution.”

#### **b. Benefit to the City, Customers or both**

This provides clarification with respect to certain contractual risks which WMAC cannot mitigate against and ensures that the indemnity provisions do not cover City actions or inactions over which WMAC has no control, which in turn allows WMAC to provide service rates based on an appropriate allocation of contractual risks.

#### **c. Dollar change in the Maximum Collection Service Rates if change accepted**

There is no immediately quantifiable impact on rates



**14. MM&O Contract, Section 26.04, Pages 77 - 78, Lines 3171 – 3212 (Exception)**

“26.04.1 To the greatest extent permissible by Public Resources Code section 40059.2, CONTRACTOR shall defend, hold harmless, and indemnify CITY, its officers, officials, employees, volunteers, agents and assignees from and against any loss, liability, penalties, forfeiture, claims, damages, demands, actions, proceedings or suits, in law or equity, of every kind and description, arising from the CITY’S setting of Maximum Service Rates for Collection Services under this Contract and/or in connection with the application of Article XIIC and Article XIID of the California Constitution to the imposition, payment, or collection of Maximum Service Rates and charges for services provided by CONTRACTOR under and/or in connection with this Contract (“Maximum Service Rate Lawsuit”), provided, however, that such obligation to defend, hold harmless and indemnify shall not apply to claims, demands, actions, proceedings, and suits that assert that franchise fees, or any other amounts payable to CITY under this Contract are not imposed in accordance with Article XIIC or Article XIID of the California Constitution.

26.04.2 Consistent with the limitations provided by Public Resources Code section 40059.2 and the obligations of CONTRACTOR set forth above, the following provisions are intended to address issues of defense and allocation of risk as between CONTRACTOR and CITY in the event that either or both are named in a Maximum Service Rate Lawsuit brought by a third party. CONTRACTOR and CITY agree to cooperate with each other and provide a joint defense in any such matter to the extent practical, and each shall fully assist the other in separate or a joint defense as may occur. CONTRACTOR shall not assert any legal theories inconsistent with CITY’s interest in sustaining Maximum Service Rates, regardless of whether a lawsuit or claim seeks invalidation of the Maximum Service Rates or damages or both. CONTRACTOR and CITY further agree to waive all cross-claims against each other which are inconsistent with the provisions of Section 26.04 or Article 28, whether either or both CONTRACTOR and CITY are named in a suit or action. Potential cross-claims by CITY or CONTRACTOR related to a Maximum Service Rates Lawsuit which are not addressed by the terms of Section 26.04 or Article 28, will be tolled until after the conclusion of the litigation concerning the third party claim, unless CONTRACTOR and CITY mutually agree to the contrary.

26.04.3 To the extent any monetary damages are rewarded in a Maximum Service Rates Lawsuit brought against either or both the CITY and/or CONTRACTOR, CONTRACTOR shall be responsible for that portion of any damages or refunds which are allocable to the portions the Maximum Service Rates charged for CONTRACTOR’S services, including its direct cost, overhead and profit. Likewise, with regard to that portion of any damages or refunds allocable to the portion of the Maximum Service Rates relating to the franchise fee or other fees and charges remitted to CITY, CITY shall be responsible.

26.04.4 Nothing in this Section is intended to imply that any action of CITY or CONTRACTOR with regard to adoption, imposition or collection of Maximum Service Rates is violative of any laws, regulations or Constitutional provisions. These provisions are merely intended as a statement of an agreed upon process for defense and allocation of risks between CITY and CONTRACTOR in the event of a Maximum Service Rates Lawsuit, regardless of the merit or lack of merit of any of the claims set forth therein.”

**a. Suggested change**

Delete entirely, including sections 26.04.1, 26.04.2, 26.04.3 and 26.04.4.

**b. Benefit to the City, Customers or both**

This exception provides clarification with respect to certain contractual risks which WMAC cannot adequately mitigate against and ensures that the indemnity provisions remaining in the contract do not cover City actions or inactions over which WMAC has no control, which in turn allows WMAC to provide service rates based on a more appropriate allocation of contractual risks.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

There is no immediately quantifiable impact on rates if this exception is accepted.

**15. MM&O Contract, Section 28.02, Pages 79 - 80, Lines 3284 – 3293 (Exception)**

“Specifically, with reference to any legal action contesting charges for services under this Contract, should a court of competent jurisdiction or other regulatory agency set aside, invalidate or stay all or a portion of the Maximum Service Rates established by CITY, CONTRACTOR agrees to continue to provide Collection Services as otherwise set forth herein. CITY may take such urgency actions as necessary to facilitate CONTRACTOR’S continuation of service, potentially including interim suspension of portions of Contract, such as the Maximum Service Rate limitations. Under such circumstances, CITY and CONTRACTOR agree to cooperate and mutually act in good faith and, if needed, immediately meet and confer to address the impact of these legal actions. Such legal actions shall not be considered a change in law or force majeure event excusing CONTRACTOR’S performance.”

**a. Suggested change**

Delete entirely.

**b. Benefit to the City, Customers or both**

This exception provides clarification with respect to certain contractual risks which WMAC cannot adequately mitigate against and ensures that the indemnity provisions remaining in the contract do not cover City actions or inactions over which WMAC has no control, which in turn allows WMAC to provide service rates based on a more appropriate allocation of contractual risks.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

There is no immediately quantifiable impact on rates

**16. MM&O Contract, Section 28.04, Page 80, Lines 3299 - 3305 (Exception)**

“Neither CONTRACTOR nor CITY shall have the right to obtain payment from the other party for losses either may sustain due to a court of competent jurisdiction or other regulatory agency invalidating, setting aside, or staying the collection of all or a portion of the Maximum Service Rates. CONTRACTOR shall bear the risk of losses associated with the cost of providing continued service as a result of such a legal action or ruling and similarly CITY shall bear the loss of franchise fees or other CITY charges during any period where Maximum Service charges cannot be lawfully collected from Customers by CONTRACTOR.”

**a. Suggested change**

Delete entirely.

**b. Benefit to the City, Customers or both**

This exception provides clarification with respect to certain contractual risks which WMAC cannot adequately mitigate against and ensures that the indemnity provisions remaining in the contract do not cover City actions or inactions over which WMAC has no control, which in turn allows WMAC to provide service rates based on a more appropriate allocation of contractual risks.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

There is no immediately quantifiable impact on rates

**17. MM&O Contract, Section 29.02, Page 82, Lines 3390 – 3411 (Exception)**

“Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Article, in the event that CONTRACTOR’S record of performance shows that CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by CONTRACTOR regardless of whether CONTRACTOR has corrected each individual condition of default, CITY in its sole discretion determines that CONTRACTOR shall be deemed a "habitual violator", in which case CONTRACTOR shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and Collectively shall constitute a condition of irredeemable default. CITY shall thereupon issue CONTRACTOR a final warning citing the circumstances therefore, and any single default by CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. A history of liquidated damages imposed pursuant to Article 22 may be used as a basis for deeming CONTRACTOR to be a habitual violator; however, any failure to have imposed liquidated damages where applicable shall not prevent use of CONTRACTOR’S underlying failures from consideration for determining a habitual violator. In the event of any such subsequent default, CITY may terminate this Contract upon giving of final written notice to CONTRACTOR, such cancellation to be effective upon the date specified in CITY’S written notice to CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice CONTRACTOR shall proceed to cease any further performance under this Contract.”

**a. Suggested change**

“Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Article, in the event that CONTRACTOR’S record of performance shows that CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the material covenants and conditions required herein to be kept and performed by CONTRACTOR regardless of whether CONTRACTOR has corrected each individual condition of default, CITY in its commercially reasonable discretion, considering industry standards, determines that CONTRACTOR shall be deemed a "habitual violator", in which case CONTRACTOR shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and Collectively shall constitute a condition of irredeemable default. CITY shall thereupon issue CONTRACTOR a final warning citing the circumstances therefore, and any single default by CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. A history of liquidated damages imposed pursuant to Article 22 may be used as a basis for deeming CONTRACTOR to be a habitual violator, provided they meet the materiality requirement above; however, any failure to have imposed liquidated damages where applicable shall not prevent use of CONTRACTOR’S underlying failures from consideration for determining a habitual violator. In the event of any such subsequent default, CITY may terminate this Contract upon giving of final written notice to CONTRACTOR, such cancellation to be effective upon the date specified in CITY’S written

notice to CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice CONTRACTOR shall proceed to cease any further performance under this Contract.”

**b. Benefit to the City, Customers or both**

The proposed revisions allow WMAC to price services and invest the required capital based on a more appropriate allocation of contractual risks, and also ensures consistency with other contractual provisions addressing default and cure obligations.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

There is no quantifiable impact on rates



## **18. MM&O Contract, Exhibit 2, Pages 102 - 104 (Exception)**

“The "Refuse Rate Index" adjustment for the Mixed Material and Organics Collection Contract shall be calculated in the following manner:

1. The expenses of the Collection and Processing services for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page.
2. The expenses of the disposal services shall be broken down into the following seven (7) cost categories: Labor, Diesel Fuel, CNG Fuel, Vehicle Replacement, Vehicle Maintenance, Disposal and All Other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), are used to calculate the adjustment for each cost category except, CNG Fuel and Disposal. The change in each index is calculated in accordance with the terms of the Contract. In the event any index is discontinued, a successor index shall be selected by mutual agreement of the parties. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

<b>Cost Category</b>	<b>Index</b>
Labor	Series ID: ceu6056210008 Service Producing Industries
Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel
CNG Fuel	Schedule G-NGV-1, compiled and published by the Pacific Gas and Electric Co. Analysis and Rate Department and reported monthly in the “Gas Rate Finder” publication ( <a href="http://www.pge.com/tariffs">http://www.pge.com/tariffs</a> ) reflecting the sum of the Customer, procurement, transportation and public purpose program charges.
Vehicle Replacement	Series ID: pcu336211336211 Truck, bus, car, and other vehicle bodies, for sale separately
Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks
Disposal	Actual tip fee change at the landfill per the Disposal Contract
All Other	Series ID: cuura422sa0 Consumer Price Index, All Urban Consumers, All Items – Bay Area

The percentage weight for each cost category is multiplied by the change in each appropriate index, or labor agreement to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see Example).

## Operating Cost Statement-Description

<b>Labor:</b>	List all salary accounts.  List payroll tax accounts, health and welfare, payroll insurance and pension accounts directly related to the above salary accounts.
<b>Diesel Fuel:</b>	List all diesel fuel accounts.
<b>CNG Fuel:</b>	List all CNG fuel accounts.
<b>Vehicle Replacement:</b>	List all collection and collection related vehicle depreciation accounts.  List all vehicle lease or rental accounts related to collection or collection related vehicles.
<b>Vehicle Maintenance:</b>	List all collection or collection related vehicle parts accounts.
<b>Disposal:</b>	List disposal costs.
<b>All Other:</b>	List all other expense accounts related to the services provided under this Contract. This category includes, insurance including general liability, fire, truck damage, and extended coverage; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel or non-CNG fuel; office supplies; postage; trade association dues and subscription; advertising; and processing and transfer costs; miscellaneous other expenses.

Item #	Category	Data Source	Percentage Change	Item Weight	Weighted Percentage Change
1	Labor (Other)	Series ID: ceu6056210008, Service Producing Industries	4.19%	30.00%	1.26%
2	Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel	8.09%	1.15%	0.09%
3	CNG Fuel	PG & E Schedule G-NGV-1,	4.28%	20.00%	0.86%
4	Vehicle Replacement	Series ID: pcu336211336211, Truck, bus, car, and all other vehicle bodies, for sale separately	6.79%	9.46%	0.64%
5	Vehicle Maintenance	Series ID: pcu3339243339243, Parts and attachments for industrial work trucks	1.20%	7.39%	0.09%
6	Disposal	Tip Fee change from Disposal Contract	1.25%	13.00%	0.16%
7	All Other	Series ID: cuura422sa0, Consumer Price Index, All Urban Consumers, All Items Bay Area	2.70%	19.00%	0.51%
	Total			100.00%	3.61%

In this example, the Refuse Rate Index is 3.61%.”

**a. Proposed change**

“The "Refuse Rate Index" adjustment for the Mixed Material and Organics Collection Contract shall be calculated in the following manner:

1. The expenses of the Collection and Processing services for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page.
2. The expenses of the Collection and Processing services shall be broken down into the following nine (9) cost categories: Labor, Diesel Fuel, CNG Fuel, Vehicle Replacement, Vehicle Maintenance, Mixed Materials & Organics Processing, Disposal, Franchise Fees and All Other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS) are used to calculate the adjustment for each cost category except Labor, CNG Fuel, Mixed Materials & Organics Processing, Disposal and Franchise Fees. The change in each index is calculated in accordance with the terms of the Contract. In the event any index is discontinued, a successor index shall be selected by mutual agreement of the parties. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

<b>Cost Category</b>	<b>Index</b>
Labor	Actual labor costs under WMAC’s Local 70 collective bargaining agreement.
Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel
CNG Fuel	Schedule G-NGV-1, compiled and published by the Pacific Gas and Electric Co. Analysis and Rate Department and reported monthly in the “Gas Rate Finder” publication ( <a href="http://www.pge.com/tariffs">http://www.pge.com/tariffs</a> ) reflecting the sum of the Customer, procurement, transportation and public purpose program charges.
Vehicle Replacement	Series ID: pcu336211336211 Truck, bus, car, and other vehicle bodies, for sale separately
Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks
Mixed Materials & Organics Processing	Actual Davis Street processing and transfer costs
Disposal	Actual tip fee charged at disposal facility (excluding franchise fees)
Franchise Fees	Franchise fees under the Contract
All Other	Series ID: cuura422sa0 Consumer Price Index, All Urban Consumers,

### All Items – Bay Area

The percentage weight for each cost category is multiplied by the change in each appropriate category to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see Example).

## Operating Cost Statement-Description

<b>Labor:</b>	List all salary accounts.  List payroll tax accounts, health and welfare, payroll insurance and pension accounts directly related to the above salary accounts.
<b>Diesel Fuel:</b>	List all diesel fuel accounts.
<b>CNG Fuel:</b>	List all CNG fuel accounts.
<b>Vehicle Replacement:</b>	List all collection and collection related vehicle depreciation accounts.  List all vehicle lease or rental accounts related to collection or collection related vehicles.
<b>Vehicle Maintenance:</b>	List all collection or collection related vehicle parts accounts.
<b>Mixed Materials &amp; Organics Processing</b>	List all Davis Street processing and transfer cost accounts.
<b>Disposal:</b>	List disposal cost accounts.
<b>Franchise Fees:</b>	List franchise fee accounts.
<b>All Other:</b>	List all other expense accounts related to the services provided under this Contract. This category includes, insurance including general liability, fire, truck damage, and extended coverage; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel or non-CNG fuel; office supplies; postage; trade association dues and subscription; advertising; and miscellaneous other expenses.



Item #	Category	Data Source	Percentage Change	Item Weight	Weighted Percentage Change
1	Labor	Actual labor costs under Local 70 CBA	4.19%	22.00%	0.92%
2	Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel	8.09%	2.00%	0.16%
3	CNG Fuel	PG & E Schedule G-NGV-1,	4.28%	4.00%	0.17%
4	Vehicle Replacement	Series ID: pcu336211336211, Truck, bus, car, and all other vehicle bodies, for sale separately	6.79%	5.00%	0.34%
5	Vehicle Maintenance	Series ID: pcu3339243339243, Parts and attachments for industrial work trucks	1.20%	5.00%	0.06%
6	Mixed Materials & Organics Processing	Actual Davis Street processing and transfer costs	6.00%	16.00%	0.96%
7	Disposal	Actual tip fees charged at disposal facility (excluding franchise fees)	8.00%	15.00%	1.20%
8	Franchise Fees	Franchise fees under the Contract	3.00%	15.00%	0.45%
9	All Other	Series ID: cuura422sa0, Consumer Price Index, All Urban Consumers, All Items Bay Area	2.70%	16.00%	0.43%
	Total			100.00%	4.70%

In this example, the Refuse Rate Index is 4.70%.”

**b. Benefit to the City, Customers or both**

Ensuring WMAC’s rates are adjusted for increases in the ordinary cost of doing business in Alameda County is beneficial to the City and ratepayers. Otherwise, WMAC must anticipate such increased costs throughout the term of the Contract, and its declining margins, in establishing the Maximum Collection Service Rates. The impact on ratepayers is higher initial costs to account for a less than equitable rate setting mechanism.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

See MM&O Collection Services Form 2-Maximum Collection Service Rate Proposal: Adjustments section. Adjustment to all proposed rates on MM&O Collection Form 2A through 2J is a reduction of 5.23% or \$6,272,000.00 in year 1.

**19. MM&O Contract, Exhibit 8, Table B, Footnote, Page 111 (Exception)**

“\*Including City-Hauled tonnage.”

**a. Suggested change**

“\*Including City-Hauled tonnage. Provided, however, if the Total Collected Tons should exceed 185,000 tons, then, for purposes of the Annual Diversion calculation, the Total Collected Tons shall be 185,000.”

**b. Benefit to the City, Customers or both**

The volume of Total Collected Tons could materially increase from the current 185,000 based on several factors beyond WMAC’s control, including a reduction in poaching, increased City-hauled tons, etc. If any of such events occur, WMAC’s Davis Street facility must be modified to handle the additional volume, which would take time and a significant capital investment. Until such facility modifications are made, WMAC’s diversion rate would be negatively impacted. Consequently, the Annual Diversion calculation should be modified as provide above. If the City does not accept this modification, WMAC must project, in a rather arbitrary manner, the potentially increased Total Collected Tons and build resulting costs into its Maximum Collection Service Rate. This would unnecessarily increase the cost ratepayers based on events which may or may not happen.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

No specific dollar amount is attributable to this revision.

**20. MM&O RFP, Section 3.1.5, Page 3-5, Lines 354 – 356 (Exception)**

“Under the new MM&O Collection Services Contract, the MM&O Collection Services Contractor must provide NEW Carts available in sizes of approximately: 20, 32, 64, and 96-gallon capacity.”

**a. Proposed change**

“Under the new MM&O Collection Services Contract, the MM&O Collection Services Contractor must provide NEW Carts available in sizes of approximately: 20, 32, 64, and 96-gallon capacity. Twenty percent of said new Carts will be provided during the initial year of the MM&O Collection Services Contract, and the remaining amounts pursuant to the Transition Plan set forth in Exhibit 6 of the MM&O Collection Services Contract.”

**b. Benefit to the City, Customers or both**

As the current service provider, WMAC replaces carts on a regular basis pursuant to an existing cart replacement schedule. By 2015, a majority of the carts will be five years old or less, with many being essentially “new”. This exception provides savings to ratepayers, as referenced below, and minimizes disruption with the City’s proposed replacement schedule of 100% of the carts. Additionally, replacement of 100% of the carts at the inception of the contract at current service levels does not take into account the anticipated number of cart size changes and service level changes due to an increase in rates in 2015.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

See MM&O Collection Services Form 2-Maximum Collection Service Rate Proposal: Adjustments section. Adjustment to all proposed rates on MM&O Collection Form 2A through 2J is a reduction of .62% or \$746,500 in year 1.

The following WMAC alternatives are not non-negotiable.

**1. MM&O RFP, Section 3.1.5, Page 3-5, Lines 354 – 356 (Alternative)**

“Under the new MM&O Collection Services Contract, the MM&O Collection Services Contractor must provide NEW Carts available in sizes of approximately: 20, 32, 64, and 96-gallon capacity.”

**a. Proposed change**

“Under the new MM&O Collection Services Contract, and at the election of Customers, the MM&O Collection Services Contractor will provide NEW Carts available in sizes of approximately: 20, 32, 64, and 96-gallon capacity.”

**b. Benefit to the City, Customers or both**

WMAC proposes to allow customers to keep carts that are in serviceable condition, after the start of the contract. Reusing carts provides convenience to the customer, reinforces underlying principles of the contract, reduces waste and reduces greenhouse emissions as a result of delivery, reducing the overall impact on operations and the environment.

Customers will have the alternative to change cart sizes at the start of the contract. For some customers, re-using carts will provide convenience and time savings because many will choose to keep the same size carts they already have and are accustomed to.

Source Reduction and Reuse are fundamental to the Zero Waste goals outlined by the City of Oakland in the RFP and Zero Waste plans. Currently, more than one third of the carts in Oakland are less than three years old and many others are in like-new condition and still under warranty. The most sustainable cart is one that already exists and is in service. WMAC proposes to continue our cart replacement process through the start of this contract.

Reusing carts also alleviates the need to manufacture WMAC works closely with our cart vendors to ensure the highest possible post-consumer plastic content in the carts we provide.

*The continued use of existing “like new” carts still under warranty as part of the Alternative Proposal will result in a significant amount of green house gas reductions based on the decrease in materials needed for new cart production, shipment and delivery. For example, just for the resin alone, it will take almost ONE MILLION pounds of material to produce the necessary amount of carts needed in the Oakland. Resin is a by-product of gas or oil and is an energy intensive material to produce. After it is produced, it travels by rail and is then produced at a cart manufacturing facility, followed by shipment to a hauler’s yard. Resin production combined with transportation could drastically impact the City’s overall carbon footprint.*

However this proposal places a higher value on reducing and reusing existing resources.

When residents keep their carts, no new carts will be delivered until necessary. This saves truck trips to each household and reduces the overall emissions resulting from this new contract.

Through WMAC's current asset management and replacement plan, we will continue to replace broken and damaged carts in a timely manner, at no cost, throughout the term of the contract. All existing carts will be used and replaced per the requirements set forth in the proposal. Any residents currently without fully automated carts will receive new carts meeting the criteria of the RFP.

The residents of Oakland will enjoy this sustainable option at a **reduced cost** compared to the standard option of replacing all carts.

Cart re-use will allow the City to maintain consistency with the goals laid forth in this franchise agreement and make a bold statement about the importance of re-use not only in the waste and recycling contract, but in the decisions and habits the Oakland community makes every day that impact the environment.

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

See MM&O Collection Services Form 2-Maximum Collection Service Rate Proposal: Adjustments section. Adjustment to all proposed rates on MM&O Collection Form 2A through 2J is a reduction of .75% or \$905,124.00 in year 1.

## **2. MM&O RFP, Section 3.3.2.5.6, Pages 3-26, Lines 1134 – 1135 (Alternative)**

“Proposers shall provide a subscription based Household Hazardous Waste (HHW) Collection plan that details the operations of the proposer’s HHW Collection program.”

### **a. Suggested change**

“Proposers shall provide a Household Hazardous Waste (HHW) Collection plan that details the operations of the proposer’s HHW Collection program.”

### **b. Benefit to the City, Customers or both**

As an alternative to the subscription-based service requested by the City, WMAC proposes to service all Oakland HHW and Sharps customers on an on-call basis. This service would not be subject to subscription-based fees; rather, it would be incorporated with existing customer service rates. Our experience has indicated that with a comprehensive service program in which the fees are incorporated inclusively in all customer rates, the participation rate is typically around **5%** of the entire customer base. If rates for this type of program are based only on actual customers using actual costs of the program that are fully charged to the participating customers, the specific rates would be substantially higher, further reducing participation based on cost. Under this alternative, WMAC will provide the same level of service outlined above; however, this will be available to all Oakland residents.

1. Includes free service to each household in Oakland requesting the service
2. Properly disposes, recycles, or reuses all materials collected
3. Provides a single price per home, per month based on the serviced single and multi-family dwellings

This alternative program excludes the collection of waste from businesses. Homes with commercial chemicals, containers of more than five gallons, and home businesses will not be served. However, an option can be included for methods to serve small businesses, as long as the costs are borne by the participants.

All single and multi-family homes in Oakland are eligible to participate an unlimited number of collections per year. WMAC will be required to complete a permit-by-rule package for review by the City and submission to CUPA.

Summary of WMAC HHW options:

- Hazardous waste will be collected from homes, at the door
- Packaging process to exceed all regulations
- Public Education program outlined in the Outreach section of the proposal
- Training of employees to meet all regulations and requirements
- Call center operation
- Web interface
- Safe, effective container and method of delivery to customer
- Appropriate treatment methods for hazardous waste categories

- Method of serving multi-family homes

**c. Dollar change in the Maximum Collection Service Rates if change accepted**

See MM&O Collection Services Form 2-Maximum Collection Service Rate Proposal: Adjustments section. The cost for this service is not included in the Maximum Collection Service Rates. However, if this service is selected by the City, an adjustment to all proposed rates on MM&O Collection Form 2A is \$1.33 per customer account per month surcharge in year 1 and includes both Sharps and HHW. This monthly fee replaces the subscription based fee of \$195.00 for both Sharps and HHW.



Except as set forth above, the proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Contract. The proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the MM&O Collection Services set forth in the Contract under whatever circumstances may develop other than as herein provided.

**Signature:** \_\_\_\_\_  
**Name:** **Barry Skolnick**  
**Title:** **President**  
**Date:** \_\_\_\_\_

Except as set forth above, the proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Contract. The proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the MM&O Collection Services set forth in the Contract under whatever circumstances may develop other than as herein provided.

**Signature:**

**Name:**

  
Barry Skolnick

**Title:**

President

**Date:**

4/9/2013



## APPENDIX B. ECONOMIC IMPACT REPORT

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# **Economics & Politics, Inc.**

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To: Greg Lammers  
Waste Management of Alameda County

From: John Husing, Ph.D.

Subject: Analysis of Oakland Waste Management Proposal

Date: December 20, 2012

---

It has been the privilege of Economics & Politics, Inc. to perform an analysis of the economic impact of Waste Management of Alameda County's proposal for continuing of waste stream services with the city of Oakland.

For this effort, standard economic assessment methodologies were used. This include the use of the IMPLAN model to assess the economic impact of WMAC's investments in capital equipment and landfill expansion.

Dr. John Husing, an economist with a Ph.D. in regional economics, who has done this type of work since 1964, performed the analysis. He was born and raised in the city of Alameda and is quite familiar with the ebbs and flows of economic activity in Oakland and Alameda County.

**Waste Management of Alameda County's (fka Oakland Scavengers)**  
**Economic Impact Past, Present, and Zero Waste RFP Proposal**

**1. Introduction**

Waste Management of Alameda County (*formerly Oakland Scavengers*) offers the City of Oakland a continuing relationship with an on-going \$200 million company that has continuously brought growth and expansion to the city's economy, even during the 2008-2009 financial crisis. As we have throughout the long history of our work with the city of Oakland, it is Waste Management of Alameda County's (WMAC) intention to continue our policy of increasing our financial investment in the city as well as the surrounding Alameda County. In that light, the proposal below flows from several important considerations:

- **Buy Oakland Vendor Outreach Program** to ensure that our multi-million dollar expenditures within the city of Oakland continue to grow. In 2011, that spending already included \$67.7 million that went to local firms and city agencies for our annual operating expenses plus disposal, recycling, cost of goods, taxes, freight and franchise fees (*see Exhibit 2 discussion*).

Looking ahead and based upon where the producers, sellers and servicers of equipment needed for our new equipment are located, about \$8.9 million will be spent with Oakland vendors for new waste collection equipment and \$21.6 million for waste processing equipment (*see Exhibits 9-10*). In addition, \$12.3 million will be spent on expansion of WMAC's Altamont Landfill with some of those monies undoubtedly flowing to Oakland contractors or workers given the city's 25.8% share of the county's population (*see Exhibit 11*). All of this spending will be financed by the corporation's internal sources.

Meanwhile, the East Bay Metropolitan Area will see \$67.2 million in new direct investment spending flowing from WMAC's corporate accounts into the city or the county and thus the region (*see discussions of Exhibits 9-11 combined*). That spending will create 255 direct jobs. As some of the money going to WMAC's vendors and workers is re-spent locally by them to support themselves, the same funds will indirectly cause another \$43.2 million in sales and 236 jobs in firms not directly related to the firm's operations. Altogether, the region will thus see 491 jobs and \$110.3 million in local sales created by WMAC's planned capital spending for its Oakland and Altamont operations. Again, since the city is the largest in the metropolitan area, its citizens will be important beneficiaries of this activity.

- **50% Hire Oakland Employment Initiative** that would add at least 65 new workers whose pay would be consistent with the \$99,343 weighted average compensation packages that apply to new hires and replacement workers in the relevant classifications (*see Exhibit 8*).

Here, it should be pointed out that large numbers of WMAC's 813 existing employees

have been serving Oakland for years, some for decades. Thus, 35.1% of our workers having 15 or more years of service with 27.1% having served the city for 20 or more years (*see Exhibits 3-4*). As our compensation levels for expansion workers (*see Exhibit 5*) and replacement workers (*See Exhibit 6*) show, our employees are firmly part of the middle class of Oakland and the East Bay area.

- **\$750,000 Zero Waste Public Education and Outreach Program** is consistent with our long term efforts and corporate policy of continually working with the public as well as are internal operations to increase the levels of recycling, materials recovery and environmental sustainability.

Also, consistent with this policy, WMAC intends to provide our Oakland residential and business customers with \$23.3 million worth of new 20, 35, 65 and 95 gallon injection molded rollout waste disposal carts at no cost to the city or our customers. They will be purchased from Rehrig Pacific Company, a California manufacturer, keeping our expenditures in the state. Importantly, the firm relies heavily on recycled materials from MRFs and the reprocessing of aging carts in its manufacturing processes and all of its carts are recyclable.

- **Permits and Efficiency.** Given the difficulty of permitting, setting up and efficiently operating waste removal, recycling and disposal operations, WMAC provides Oakland with a waste stream operation that has all of its existing permits as well as mature physical and operational infrastructure with a highly experienced and efficient staff.
- **Corporate Contributions.** WMAC recognizes that the quality of life of Oakland is crucial to the well-being of our employees. For that reason, as well as our belief in the importance of corporate citizenship, the \$1.7 million contributed to Oakland charities will continue to grow with our business.
- **Other Considerations.** There are four other important impacts that WMAC has for Oakland and Alameda County:
  - WMAC has the ability to perform its waste stream operations, including increasing its capital investment in the community using internal funding sources. No bonding assistance is required from Oakland. This would appear to be an important consideration given the city's debt level, projected budget deficit despite millions in cuts, and its challenges from municipal bond rating agencies.
  - Oakland's 395,341 people represent 25.8% of Alameda County's 1,532,137 people. As the county's largest city, it is affected by reductions in monies paid to county government. With WMAC handling Oakland's waste stream, it is responsible for 33.6% or \$5.9 million of the \$17.7 million in fees paid to Alameda County and the county's StopWaste.Org regulators of the Altamont Landfill and Davis Street. With another operator, those funds would flow to other counties (*see Exhibit 12*).



- WMAC long term commitment to Oakland is seen in our existing \$111.5 million in investment in our 98<sup>th</sup> Street facility and \$82.5 investment at Davis Street.

## **2. WMAC Operations Present Impact on Oakland's Economy**

**Expenditures.** Looking at actual 2011 expenditures by WMAC in the East Bay Metropolitan Area including Oakland, total spending was \$136.7 million. This included (*Exhibit 2*):

- \$76.4 million or 55.9% for disposal, recycling, cost of goods, taxes, freight and franchise fees
- \$40.4 million or 29.5% was labor cost for the management staff and through contracts with our three labor unions
- 19.9 million or 14.6% of total costs for other operating expenses

**Geographic Spending.** The largest share of WMAC's 2011 spending was concentrated in the Oakland:

- \$79.3 million or 58.0% was with suppliers of goods and services, workers or governmental entities located in the city. At 58.0%, the \$79.3 million figure on average includes \$44.3 million for disposal, recycling, cost of goods, taxes, freight and franchise fees, and \$11.5 million for operating expenses, with \$23.4 million going to Oakland resident workers.
- \$57.4 million or 42.0% occurred elsewhere in the East Bay Metropolitan Area

<b>Exhibit 2.-Local Spending By WMAC Operations, East Bay Metropolitan Area, 2006-2011 (000)</b>							
	2006	2007	2008	2009	2010	2011	2011 Shares
Disposal, Recycling, Cost of Goods, Taxes, Freight, Franchise Fees	\$64,053	\$67,764	\$69,255	\$71,162	\$79,112	\$76,436	55.9%
Labor	\$33,367	\$36,377	\$39,455	\$37,685	\$36,683	\$40,361	29.5%
Operating Expenses	\$15,621	\$16,820	\$17,081	\$14,764	\$16,517	\$19,890	14.6%
<b>Total annual operating spending</b>	<b>\$113,041</b>	<b>\$120,962</b>	<b>\$125,791</b>	<b>\$123,611</b>	<b>\$132,312</b>	<b>\$136,687</b>	<b>100.0%</b>
<b>Oakland</b>	<b>\$65,564</b>	<b>\$70,158</b>	<b>\$72,959</b>	<b>\$71,694</b>	<b>\$76,741</b>	<b>\$79,278</b>	<b>58.0%</b>
Balance of EBAY Metro Area	\$47,477	\$50,804	\$52,832	\$51,917	\$55,571	\$57,408	42.0%

Source: Waste Management of Alameda County EBAY MSA 88% .58

**Labor Force.** Between management and staff, 813 WMAC employees work in support of our Oakland operations:

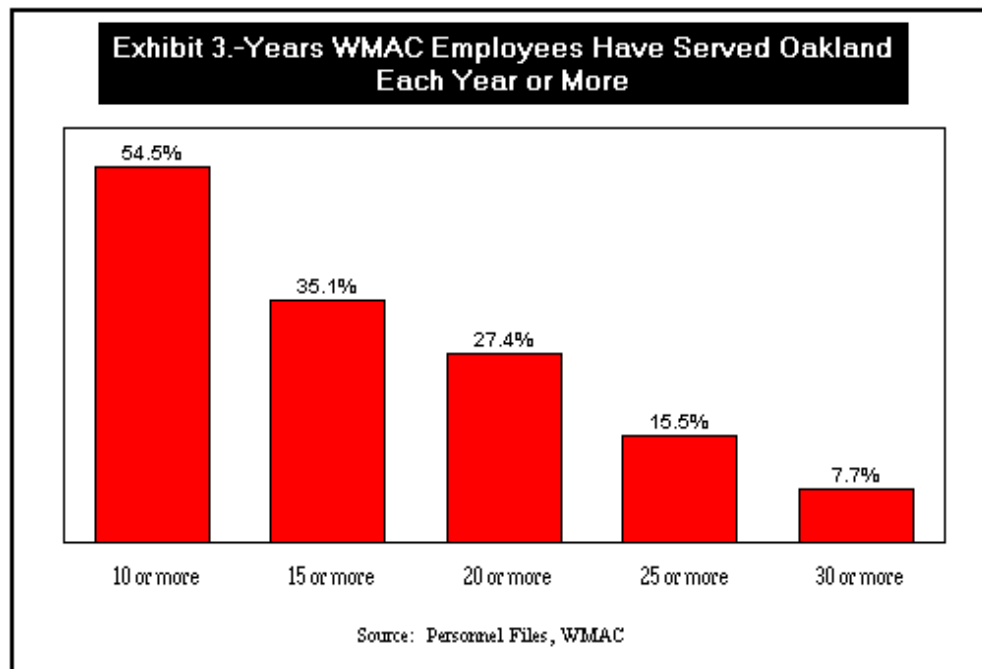
- 425 employees work in the Oakland operational unit
- 282 people are employed at the Davis Street transfer, recycling and materials recovery facility (*MRF*) that straddles the Oakland and San Leandro line

- 65 workers are employed at the Altamont Landfill where Oakland's waste is processed
- 41 people staff our Oakland-based Northern California headquarters

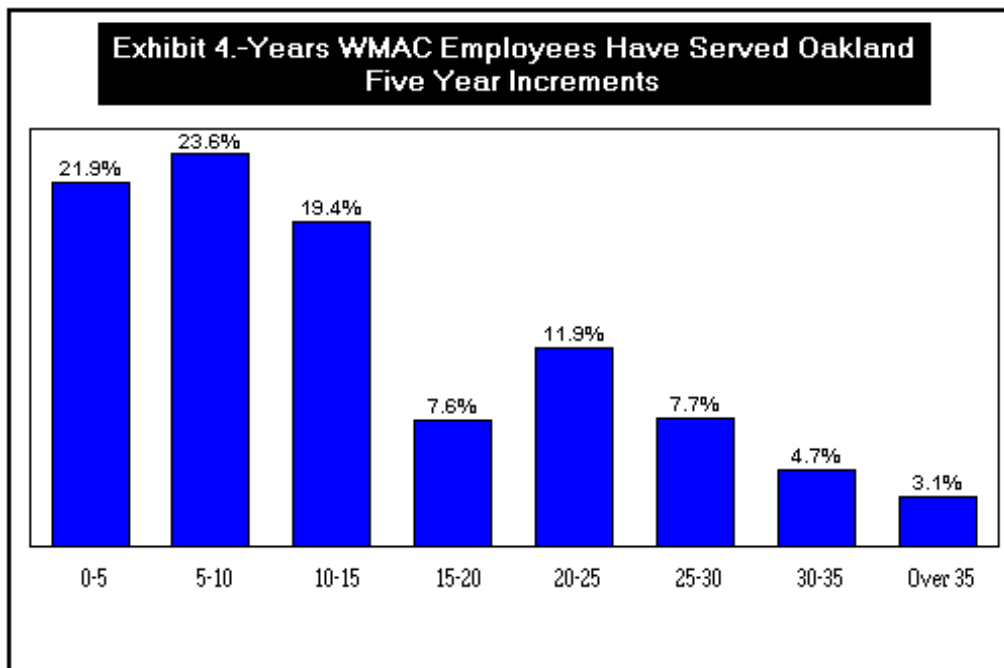
Of these workers, 85.5% are covered by three union contracts with Teamster's Locals 6, 70 and 1546. The other 14.5% are management personnel.

**Length of Service.** Give WMAC's long history of serving the City of Oakland, the importance to our workers of the city's contract with the firm is seen in that (*Exhibit 3*):

- Over half of our staff (54.5%) have been serving Oakland for over 10 years
- Over one-third (35.1%) have served the city for over 15 years
- Over one quarter (27.4%) have done so for over 20 years



In five year increments, it can be seen that just 21.9% of the staff have joined the WMAC in the last five years. The largest group of existing employees, 23.6%, were those who began serving Oakland through the firm from five to ten years ago (*Exhibit 4*).



### 3. New Worker Commitment: 50% Residents

**New & Replacement Jobs.** Looking forward, it is anticipated that WMAC will need to hire 79 additional workers to fulfill the proposed new contract with the City of Oakland. Our commitment is for half of those workers to be city residents at the time they are hired and trained. That would represent 40 new positions for Oakland residents. In addition, the normal turnover of our labor force will likely mean an additional 50 positions will open in the near term. Of these, a minimum of 25 would go to city residents. **Altogether, a minimum of 65 new positions can thus be expected for city residents.**

**Compensation: Expanded Jobs.** Importantly, given the national debate over ensuring the middle class workers earn a decent living, it should be noted that WMAC's employees receive significant wages and benefit packages. Looking at the 79 new positions anticipated to meet the terms of this contract proposal, including the 40 hired and trained from Oakland (*Exhibit 5*):

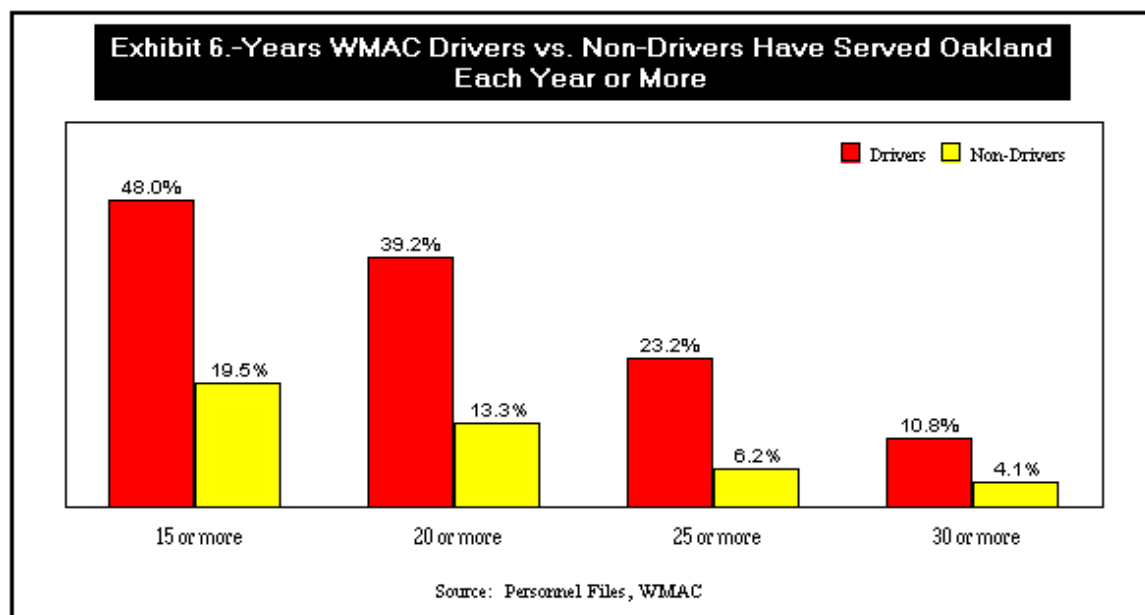
- The weighted average hourly wage would be \$13.71
- Benefits run at 97% of wages and equal an average of \$13.30 per hour
- Total hourly wages and benefits thus average \$27.01
- For a 2,080 hour fulltime year, that is an average annual compensation of \$56,173
- The total expenditure on these 79 positions would be \$4.4 million
- Expenditures to the 40 expansion workers living in Oakland would be \$2.2 million

Exhibit 5.-New Employee Wages & Benefits, Contract Proposal, WMAC							
Operation	Position	Wage	Benefits 97%	Total Pay	Annual	Jobs	Total Annual
Mixed Material MRF-2017	Sorter	\$13.00	\$12.61	\$25.61	\$53,269	40	\$2,130,752

50TPH Single Stream Operation-2014	Sorter	\$13.00	\$12.61	\$25.61	\$53,269	6	\$319,613
Dry Material MRF- 2014	Sorter	\$13.00	\$12.61	\$25.61	\$53,269	30	\$1,598,064
WMAC Admin	Project Manager	\$50.00	\$48.50	\$98.50	\$204,880	1	\$204,880
WMAC Admin	Outreach Coordinator	\$22.50	\$21.83	\$44.33	\$92,196	2	\$184,392
<b>Total</b>		<b>\$13.71</b>	<b>\$13.30</b>	<b>\$27.01</b>	<b>\$56,173</b>	<b>79</b>	<b>\$4,437,7010</b>
<b>Oakland: New Hires</b>	<b>40 Workers</b>	<b>\$13.71</b>	<b>\$13.30</b>	<b>\$27.01</b>	<b>\$56,173</b>	<b>40</b>	<b>\$2,246,937</b>

**Compensation: Replacement Jobs.** Workers hired for WMAC's 50 estimated turnover positions, including the commitment that 50% or 25 minimum would reside in Oakland, would expect to receive an average of \$56,173 if they were in jobs similar to those needed by the expansion. However, that group does not include truck and heavy equipment drivers whose pay package are worth an average of \$132,221 per year. They must be included in any replacement scenario for two reasons.

- 444 or 54.6% of the 813 employees serving Oakland at one of WMAC's four functions are either truck or heavy equipment operators
- WMAC's drivers have served Oakland through the company for much longer than other employees and are more likely to be retiring and need replacing. Specifically, of the 813 workers serving Oakland in some capacity (*Exhibit 6*):
  - 444 are truck drivers or heavy equipment operators with 23.2% of them having been with WMAC for 25 or more years; 10.8% have served for 30 or more years.
  - 369 are in other types of positions with just 6.2% of the them having been with WMAC for 25 or more years; only 4.1% having served for 30 or more years.



Despite the likelihood that the turnover of drivers will be greater than their 54.6% share of WMAC's current labor force, given their ages and length of service, it is conservatively assumed that their share of turnover will just be their proportionate 54.6% of the labor force. This

assumption is made to keep calculations on the conservative side. Given that approach, it is estimated that the 50 replacement workers will be divided and paid as follows (*Exhibit 7*):

<b>Exhibit 7.-Replacement Workers, Wages &amp; Benefits, Contract Proposal, WMAC</b>							
<b>Job Title</b>	<b>Share of Replacements</b>	<b>Wage</b>	<b>Benefits 97%</b>	<b>Total Pay</b>	<b>Annual</b>	<b>Jobs</b>	<b>Total Annual</b>
Drivers	54.6%	\$33.00	\$32.01	\$65.01	\$135,221	27	\$3,692,376
Non-Drivers	45.4%	\$13.71	\$13.30	\$27.01	\$56,173	23	\$1,274,784
<b>Total Replacements</b>	<b>100.0%</b>	<b>\$24.24</b>	<b>\$23.52</b>	<b>\$47.76</b>	<b>\$99,343</b>	<b>50</b>	<b>\$4,967,161</b>
<b>Oakland (50% Commitment)</b>		<b>\$24.24</b>	<b>\$23.52</b>	<b>\$47.76</b>	<b>\$99,343</b>	<b>25</b>	<b>\$2,483,580</b>

- Assuming the 54.6% of replacement positions or 27 jobs are driver positions, total pay to them would be \$3.7 million:
  - Average hourly wages would be \$33.00
  - Benefits run at 97% of wages and equal an average of \$32.01 per hour
  - Total hourly wages and benefits thus average \$65.01
  - For a 2,080 hour fulltime year, average annual compensation would be \$135,221
- Assuming the other 45.4% of non-driver positions or 23 jobs have the same compensation pattern as the expansion jobs in Exhibit 5, annual wages and benefits would average \$56,173 and total expenditure would be \$1.3 million

Given that pattern, the 50 replacement workers would earn \$5.0 million a year:

- The weighted average hourly wage would be \$24.24
- Benefits run at 97% of wages and equal an average of \$23.52 per hour
- Total hourly wages and benefits thus average \$47.76
- For a 2,080 hour fulltime year, average annual compensation would be \$99,343

Expenditures to the 25 expansion workers living in Oakland would be \$2.5 million

**Compensation Oakland's Estimated New Jobs.** Combining the new positions coming to Oakland through WMAC's commitment to hire and train city residents for 50% of expansion and replacement jobs leads to the following result (*Exhibit 8*):

- 65 positions for city residents would be created
- Average hourly wage and benefit compensation would be \$34.99 based upon the likely pattern of jobs opening up
- Annual average compensation would \$72,777
- Total payroll flowing into Oakland households would be \$4.7 million

Again, it should be noted that these compensation levels put WMAC's workers well within the American middle class with incomes sufficient for their families to achieve that lifestyle.

<b>Exhibit 8.-Combined New Jobs, Oakland Under 50% Commitment</b>						
Category	Wage	Benefits 97%	Total Pay	Annual	Jobs	Total Annual
Expansion	\$13.71	\$13.30	\$27.01	\$56,173	40	\$2,246,937
Replacement	\$24.24	\$23.52	\$47.76	\$99,343	25	\$2,483,580
<b>Oakland New Jobs</b>	<b>\$17.76</b>	<b>\$17.23</b>	<b>\$34.99</b>	<b>\$72,777</b>	<b>65</b>	<b>\$4,730,517</b>

Sources: Exhibits 5 and 7

### 5. New Capital Spending

In the process of operating Oakland's waste management stream, WMAC would be required to undertake capital expenditures to renew and upgrade its waste collection and waste processing equipment. It must also increase capacity utilization at its Altamont Landfill.

**Waste Collection.** WMAC waste collection equipment including our trucks and support vehicles must be periodically replaced and/or upgraded. This would take place over a ten year period at an estimated cost of \$35.7 million. That is an average of \$3.6 million per year. Based upon where the producers, sellers and servicers of this equipment are located, the expenditures on this equipment would be geographically spread as follows (*Exhibit 9*):

- \$ 8.9 million to Oakland or \$892,500 per year
- \$ 7.1 million to the rest of Alameda County or \$714,000 per year
- \$19.6 million to suppliers outside the immediate area (55%) or \$1,963,500 per year

<b>Exhibit 9.-Waste Collection Equipment: Capital Expenditures</b>					
Contract	Trucks	Support Vehicles	Total	Annual Average	Carts
Recycling (10 years)	\$9,000,000	\$700,000	\$9,700,000	\$970,000	\$8,300,000
MM&O (10 years)	\$26,000,000	\$0	\$26,000,000	\$2,600,000	\$15,000,000
<b>Total</b>	<b>\$35,000,000</b>	<b>\$700,000</b>	<b>\$35,700,000</b>	<b>\$3,570,000</b>	<b>\$23,300,000</b>
<b>Oakland</b>	<b>\$8,750,000</b>	<b>\$175,000</b>	<b>\$8,925,000</b>	<b>\$892,500</b>	<b>\$23,300,000</b>
Alameda County	\$7,000,000	\$140,000	\$7,140,000	\$714,000	\$0
Other	\$19,250,000	\$385,000	\$19,635,000	\$1,963,500	\$0

- In addition, WMAC will purchase and provide \$23.3 million worth of carts to the residences and businesses of Oakland.

**Waste Processing.** With the constant thrust of technology and more stringent waste management requirements affecting the processing of municipal waste, WMAC equipment at the Davis Street transfer, recycling and MRF facility will also need to be replaced and/or upgraded. The estimated cost is \$86.3 million. This would occur in two periods. In 2013-2014, \$21.3 million would be spent on a 50 ton per hour single stream operation at the Oakland-San Leandro facility as well as the expansion of the dry waste operation at that location. In 2015-2017, \$65.0 million would be spent on an organic mix materials MRF. Based upon where the

producers, sellers and servicers of this equipment are located, the expenditures on this equipment would be geographically spread in a similar fashion to other equipment purchases (*Exhibit 10*):

<b>Exhibit 10.-Oakland Waste Processing Equipment Related Expenditures</b>			
<b>Start Date</b>	<b>Project Description (all involve permitting, design and construction)</b>	<b>Capital Allocated</b>	<b>Average Annual</b>
2013-2014	50TPH Single Stream Operation	\$18,000,000	\$9,000,000
2013-2014	2373 Dry Waste Expansion WE (Excluding PAM MRF)	\$3,300,000	\$1,650,000
2015-2017	Organics/Mixed Materials MRF	\$65,000,000	\$21,666,667
<b>TOTAL</b>		<b>\$86,300,000</b>	
<b>Oakland</b>		<b>\$21,575,000</b>	
Alameda County		\$17,260,000	
Other		\$47,465,000	

- \$21.6 million to suppliers in Oakland (25%) over the 2013-2017 period
- \$17.3 million to suppliers in the rest of Alameda County (20%) for the 2013-2017 period
- \$47.5 million to suppliers outside the immediate area (55%) over the 2013-2017 period

**Landfill Capacity.** Under the contract proposal, as the population and economy of Oakland expand, WMAC must add to the area it can utilize for waste storage at its Altamont Landfill site where the city's non-recyclable waste must be stored. This involves reclaimable anaerobic composting sites, covered areas for static pile composting as well as construction on Fill Area 2 of the landfill. That expansion is anticipated in years 2013-2015. The total cost is expected to be \$16.4 million (*Exhibit 11*). Of this, 75% or \$12.3 million is expected to be spent in Alameda County, but not specifically in Oakland. The other 25% or \$4.1 million would be spent outside the local region.

<b>Exhibit 11.-Creating Increased Capacity Utilization, Altamont Landfill</b>		
<b>Year</b>	<b>Process</b>	<b>Expenditure</b>
2013	Covered Area Static Pile Composting (300 TPD)	\$6,316,623
2014	Reclaimable anaerobic composting sites (200 TPD)	\$3,779,663
2015	Fill Area 2 Construction	\$6,277,997
	<b>Totals</b>	<b>\$16,374,283</b>
	Alameda County (75%)	\$12,280,712
	Outside the Area (25%)	\$4,093,571

**Secondary Impact: Capital Expenditures.** Any time a company injects new spending into a marketplace, it has two levels of impact on the local economy:

- **Direct impact** is the amount of spending and the jobs which the expenditure creates. In the case of WMAC's spending on capital equipment and expansion in the East Bay Metropolitan Area, this would amount to \$67,180,712. That expenditure would account for 255 jobs in the region:

- \$16,065,000 in vehicle purchases (*Exhibit 9*)
- \$38,835,000 in equipment at San Leandro-Oakland transfer facility (*Exhibit 10*)
- \$12,281,712 in capacity expansion at the Altamont Landfill (*Exhibit 11*)
- **Secondary impact** occurs as the sub-contractors, suppliers and employees receiving the direct funds spend them locally, in turn, to support themselves. The people and companies receiving this second round of spending would be unlikely to realize that the ultimate source of the dollars coming to them was WMAC's operations. The direct funds are analogous to miners in an Old Western town receiving pay from outside customers for their gold. The secondary impact is analogous to those same dollars reaching the local general stores and saloons when the miners re-spent their money in town.

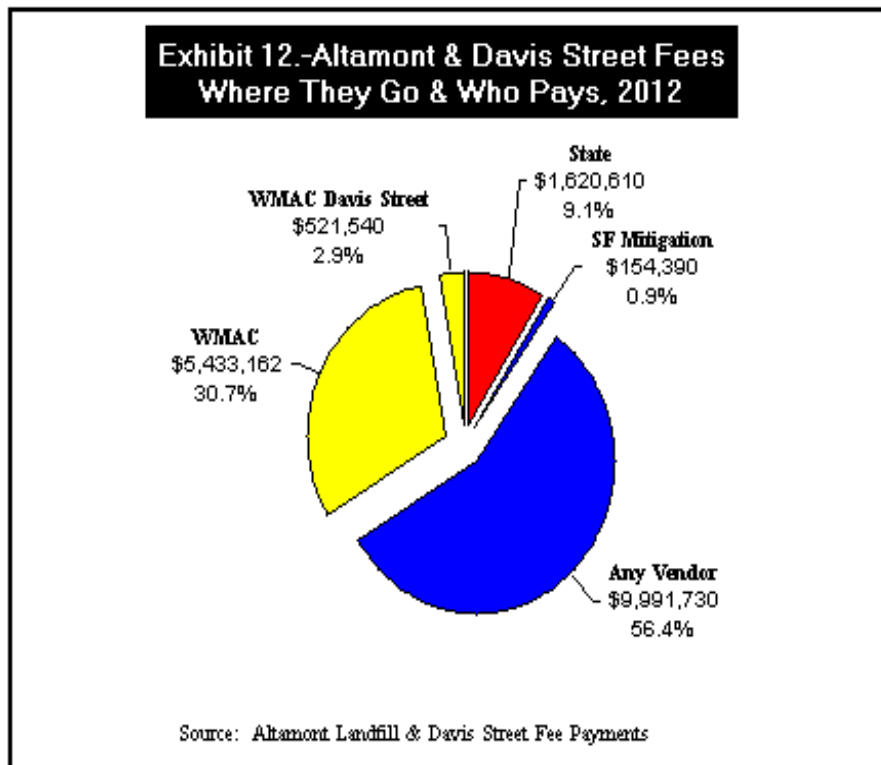
The standard model used by economists for estimating this secondary tier of impact is called IMPLAN. For the East Bay Metropolitan Area, 255 jobs created and \$67,180,712 spent buying vehicles and equipment, plus construction and liner activity at Altamont would generate the following secondary impact on the economy:

- Secondary Jobs: 236
- Secondary Economic Activity: \$43,160,681 (*this would be the gross secondary sales activity as funds changed hands locally*)

## **6. Altamont & Davis Street Fees**

During 2012, a total of \$17.7 million in fees are being paid by WMAC's Altamont (\$17.2 million) and Davis Street (\$0.5 million) operations as part of efforts to finance and encourage waste reduction activities (*Exhibit 12*). Of these fees, \$9.1 million go to California for AB 939 (9.1%). The balance go to Alameda County jurisdictions. Of these, the \$0.15 million in funds for mitigation of San Francisco waste would not be affected by who handles Oakland's waste operations (0.9%). Neither would the \$10.0 million or 56.4% that any company handling the city's operations would have to pay. However, if WMAC continues to handle the city waste stream, \$5.9 million or 33.6% in fees going to Alameda County jurisdictions will continue to flow to them. If another vendor handles the city's waste, given the geographic location of operations for them, those fees will flow to other counties.





### 7. Specific Impacts of WMAC Handling Oakland's Waste Stream

Given this analysis, the impact of having WMAC handling Oakland's Waste stream that could potentially be lost:

- A majority of the 813 workers currently employed by WMAC to service Oakland. Among these workers, the average compensations places them well within the middle class. Most are long time area residents with over 1 in 3 having served Oakland for 15 or more years, and over 1 in 4 having done so for 20 or more years.
- A minimum of 40 expansion jobs and 25 replacement jobs slated to go to Oakland residents at middle class compensation.
- \$1.7 million in corporate charitable contributions in the city.
- \$23.3 million in new waste bins that would be given to city customers.
- \$750,000 Zero Waste Public Education and Outreach Program.
- \$500,000 in property taxes from the Davis Street operation going to Oakland.
- \$67.2 million in corporate funds directly invested in the East Bay Municipal Area creating 255 direct jobs, with an estimated \$30.5 million of that spending with vendors in Oakland.

- Altogether, a total of \$110.2 million in direct and indirect area sales and 491 jobs in the metropolitan region with Oakland the primary beneficiary.
- \$5.9 million or 33.6% in fees going to Alameda County jurisdictions from monies WMAC pays for handling Oakland's waste at its Davis Street and Altamont facilities.

## APPENDIX C. SUSTAINABILITY REPORT

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# EMBRACING THE ZERO WASTE CHALLENGE

SUSTAINABILITY REPORT 2012

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This report is structured in three major sections, or “books.”

**Book 1 Our Company**

A high-level overview of our operations, sustainability goals and progress

**Book 2 Our Performance: Committed to Sustainability**

Detailing our efforts and performance in running our company sustainably

**Book 3 Our Future: Maximizing Value from Waste**

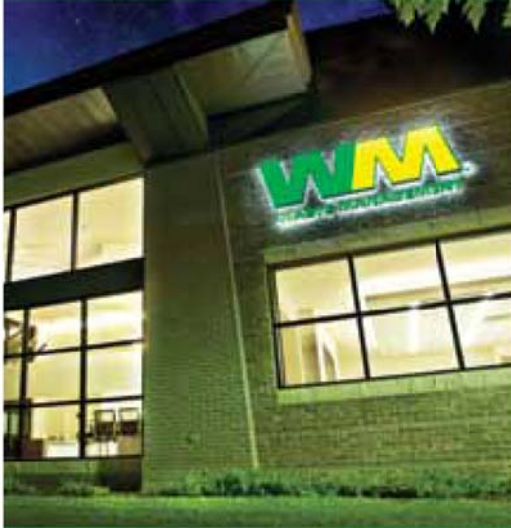
Highlighting our work to convert waste into resources

In keeping with our commitment to sustainability, and to save paper, we have created this report in a modular fashion. If you are reading a shorter, executive summary version, you will have Book 1 and Book 3. If you are reading the longer, full report, you will also have Book 2. The table of contents for Book 1 is above; the tables of contents for Books 2 and 3 can be found on their respective covers. We have also developed an Appendix, which includes supplemental information and is referred to in a number of places in this report. All three Books and the Appendix can be read online at: [www.wm.com/sustainability](http://www.wm.com/sustainability).

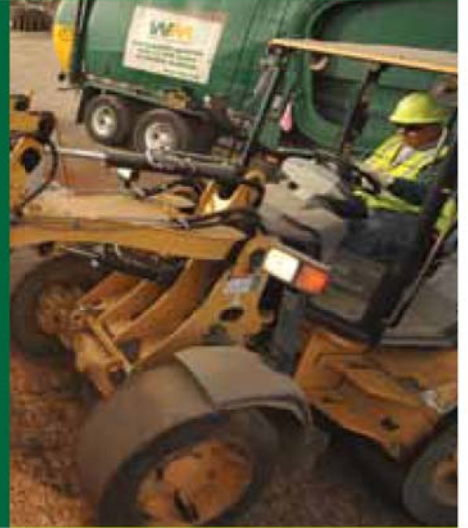




ZERO WASTE =  
TRANSFORMING  
WASTE INTO  
VALUABLE  
RESOURCES



IN 2011,  
WE MANAGED  
NEARLY  
**13M TONS**  
OF RECYCLED  
COMMODITIES



IN 2011  
WE CREATED  
ENOUGH  
ENERGY  
TO POWER  
**1.17+M**  
HOMES



WE HAVE  
DEDICATED  
**26K**  
ACRES TO  
WILDLIFE  
HABITATS



## MESSAGE FROM THE CEO



Dear Valued Stakeholder,

Sustainability is a central motivation for our transformation from a waste collection and disposal company to one that views and uses waste as a resource.

At Waste Management, environmental stewardship is linked inextricably to our business performance. As recycling volumes rise and the demand for recycled commodities grows, our revenues from this part of the business rise. As the demand for renewable energy increases, driven by governmental and customer sustainability goals, so do Waste Management revenues from green energy. And, of course, as demand falls or the value of recycled goods or renewable energy declines, our revenues from these activities fall as well.

We take a long-term outlook, however. Despite periodic dips in recycling and green energy prices, we continue to develop new ways to convert waste into valuable resources. In 2011, for example, we expanded our recycling capacity by 1 million tons, and we are setting up “eco-opportunities” at our transfer and disposal facilities to extract and repurpose recyclables otherwise destined for landfill. We also extended our efforts to educate consumers and provide incentives for them to recycle by partnering with Recyclebank on our Greenopolis and Oceanopolis programs.

Waste Management has provided recycling services for decades, but today we are determined to expand recycling to more, and more challenging, venues and waste streams. For example, as the title sponsor of the Waste Management Phoenix Open in 2012, we issued a “Zero Waste Challenge” to make the golf tournament the “Greenest Show on Grass.” We set goals to divert more than 90 percent of the discards from the tournament away from landfill, and to recover more than 70 percent for further use through donation to charity, recycling and composting. We exceeded those goals — diverting 97 percent of the waste and recovering 82 percent. We also encouraged the more than half a million people who attended this event — and the millions of others who watched the tournament on TV — to think about ways to repurpose materials and avoid waste.

As our own business evolves, we are determined to help our customers meet their sustainability goals — and perhaps even to inspire new goals. Our vision is to remake our company into a “one-stop shop” for customers seeking sustainability solutions. The progress we are making toward our sustainability goals, which were first announced in 2007, also reflects the success of our long-term business strategy. Despite the economic headwinds of 2010 and 2011, I’m pleased to report on major milestones in our progress.

**Recycling** Our recycling business prospered in 2011. Although volatility in the commodity markets has continued into 2012, we have seen an expansion in revenue from our recycling operations. With almost 13 million tons of recyclables handled in 2011, we are nearly two-thirds of the way to meeting our 2020 sustainability goal. We are building our capacity to take on difficult-to-recycle materials such as electronics, as we partner with our customers and outside experts to certify the safety of these processes. We also have grown our organics processing to over 2.5 million tons handled in 2011.



**Green Energy** Waste Management alone produces more energy than the entire U.S. solar industry. And we continue on a steady pace to increase our renewable energy generation. In 2011, we produced enough energy to power more than 1.17 million homes. To meet our 2020 goal of generating enough energy to power 2 million households, we will need to expand our overall capacity with new ways of generating energy. This focus is a main driver of our investments in new technologies to convert waste to fuel. It also motivates our expansion into partnerships in Europe and Asia to help meet the growing global interest in low-carbon, waste-based energy production.

We are committed to finding the “next big things” — or even the small profitable things — that will relegate the landfill to the last resort for waste after all possible value has been extracted. We recognize that it takes time to develop the innovative technologies necessary to derive new uses for waste streams, and we are realistic about the challenge of finding the right innovations. That is why we have invested in a portfolio of more than 30 partnerships focused on alternative energy technologies. In this way, we function as venture capitalists for entrepreneurs looking for new ways to transform waste into useful products such as fuels and chemicals. As we work together, we gain insights from what fails as well as what succeeds.

**Fleet Efficiency** In 2011, we exceeded our 2020 goal to reduce carbon dioxide (CO<sub>2</sub>) emissions from our fleet, and we can report dramatic improvement in per-mile emissions of nitrogen oxides (NO<sub>x</sub>) and particulate material. After several years of experimentation, we have determined that converting our fleet to natural gas is our best option today to improve efficiency and reduce greenhouse gas emissions. As of second quarter 2012, we operate more than 1,600 natural gas collection vehicles — the largest heavy-duty natural gas fleet in the country. We continue to invest in public fueling stations for our fleet, as well as other local natural gas fleets. We are also improving fuel efficiency with steps such as optimizing routing and maintaining proper tire pressure.

Our innovative services help, too. The Bagster collection bag eliminates half the transport of a disposal bin, and our Solar Compactors mean we avoid trips to pick up half-full containers — minimizing emissions, saving fuel and saving our customers money.

**Habitat Conservation** We met our 2020 goal of creating 100 certified wildlife habitat sites and protecting 25,000 acres a decade ahead of time. These certified habitats are a source of pride for our employees, are good for the environment and are assets to the communities we serve. We’ve established habitats at our large facilities; now we’re beginning to focus on smaller, more urban sites where wildlife preservation is a valuable community amenity.

We are charting new territory at Waste Management. We’re no longer merely in the business of picking up the trash and putting it somewhere safe. Keeping the environment — and our people and neighbors — safe remains our most fundamental commitment. We increasingly recognize, however, that we have a new role to play. Our customers, and the communities in which we operate, want more sustainable ways to deal with what they discard. When they generate waste, we see opportunities to produce low-carbon power and turn what can be recycled into feedstocks. We’re realistic in our approach. Each year we get better at finding ways to recycle more and recycle more challenging commodities. We also believe that what can’t be recycled at a price the customer is willing to pay can be transformed into energy, fuel or chemicals — and in the process generate fewer emissions and a lower carbon footprint. The fact that more customers each year come to us for sustainable waste management solutions tells us that this direction is a solid base on which to transform our business for 21st century success.

Respectfully,



**David P. Steiner**  
Chief Executive Officer

## WASTE MANAGEMENT IN SUMMARY

Waste Management is the leading provider of comprehensive waste management and environmental services in North America. We are also a leading developer, operator and owner of waste-to-energy and landfill-gas-to-energy facilities in the United States. Headquartered in Houston, Texas, the company is publicly traded (NYSE:WM) and operates through subsidiaries providing a full range of environmental services. We serve over 21 million customers with environmentally sound management of solid wastes and the transformation of waste into usable resources.



## 2020 SUSTAINABILITY GOALS AND PROGRESS TO DATE, 2011

### TONS OF RECYCLABLES MANAGED

(million tons)



### WASTE-BASED ENERGY PRODUCTION

(million households)



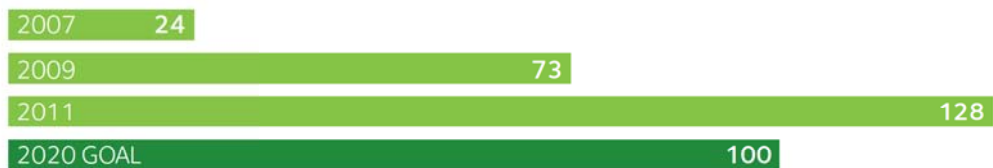
### FLEET EMISSIONS

(percent reduction in CO<sub>2</sub> equivalent (CO<sub>2</sub>e) emissions)

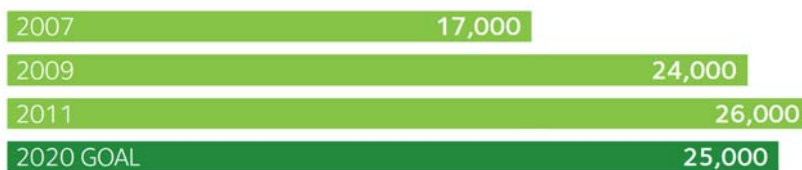
2007 emissions: 2.14M tons CO<sub>2</sub>e



### NUMBER OF WILDLIFE HABITAT SITES



### NUMBER OF ACRES PROTECTED





## OUR BUSINESS MIX

Four years ago, we began reporting on our activities in a new way. We distinguished our operations that extract value from waste — what we term “green services” — from those that isolate it in a safe disposal site (the traditional landfill model). We described this allocation in terms of the revenue generated from each of these activities. (The top two pie charts at right illustrate the revenue percentages for 2011 and 2007.)

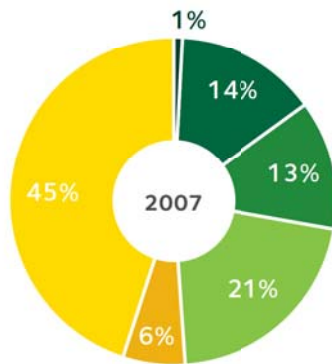
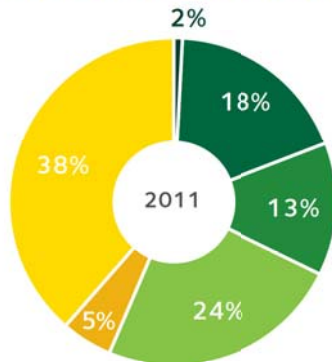
Green services include all forms of recycling, as well as waste-to-energy and landfill-gas-to-energy projects and revenue from collections that feed these projects. The green category includes our consulting work helping other enterprises reduce and recycle waste as well as produce green energy. It also includes our work with partners to develop new ways to convert waste into a valuable resource, in particular the development of new low-carbon fuels and even chemicals not derived from fossil fuels.

Our ultimate goal is to use all of the waste we receive and leave nothing discarded. When that happens, we will have only one revenue chart — green services. But we are realistic about the effort — and the time — it will take to get there. In 2011, we saw very promising signs. The revenues from our innovative services lines, for example, doubled from 1 percent to 2 percent. That number is a comparatively small contribution to our revenue today, but it tells an interesting story. We are working with over a dozen teams of scientists, engineers and entrepreneurs to develop new ways to convert wastes into high-value goods. Some of these partnerships may revolutionize the way we think of waste; all tell us something about what’s practical as we work to convert waste into new products.

Another way to look at our mix of business is to separate our revenues from the collection of waste from what we make for “doing something” with the waste — whether it’s processing, recycling or converting the waste to fuel or power. Looking at our 2011 revenues in this way, we can see that we made more than \$5 billion from activities other than waste collection. The pie chart at the bottom of the opposite page indicates our allocation of revenue among disposing, recycling, treating and generating energy or fuels from waste and our work consulting with others on how to manage their waste.

This way of looking at our non-collection revenues captures the importance of recycling to Waste Management, as well as the promise of the innovative services we describe later in this report. We already make nearly half as much revenue from our innovative service lines as we do from disposal at traditional landfills. That tells us we are on the right track.

## WASTE MANAGEMENT MIX OF BUSINESS



### GREEN SERVICES

#### Newest Innovative Service Lines

Includes Organic Growth Group/Upstream revenues, and Healthcare Solutions.

#### Recycling

Includes Waste Management Recycling Services, Recycling Material Sales and Brokerage, landfill revenues from Revenue Generating Cover and Redirected Waste, Organics and recycling revenue within the collection line of business.

#### Green Energy Production Facilities

Includes Wheelabrator Technologies' green energy facilities, Waste Management renewable energy and landfill-gas-to-energy facilities, and landfills with bioreactors.

#### Green Collection/Transfer

Includes inter-company revenues from collection/transfer station operations to Waste Management "green" facilities (landfills generating energy, waste-to-energy facilities, recycling facilities).

### TRADITIONAL SERVICES

#### Traditional Landfill

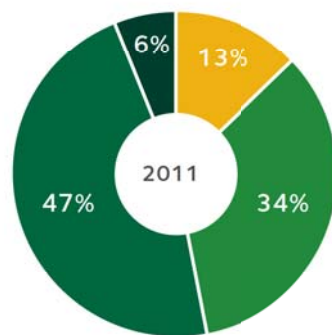
Includes revenues from disposal in landfills not used for energy recovery. Hazardous waste revenue is included in this category.

#### Traditional Collection/Transfer

Includes traditional collection and transfer station lines of business.

Source: Full-year 2007 and 2011 revenue data

## MIX AMONG NON-COLLECTION REVENUES



- Traditional Landfill
- Green Energy
- Recycling
- Innovative Service Lines

## AWARDS

We were honored to receive the following awards and accolades.

2012



Top Waste and Disposal Service Company: World and North America indexes



Top 10 Best Corporate Citizen, *Corporate Responsibility Magazine*, Services Category

CARBON DISCLOSURE PROJECT

Top 10 percent of industrial companies for efforts to reduce emissions and mitigate the risks of climate change



Global Benchmark Index Company

2011



HOUSTON CHRONICLE  
chron.com



### Waste Management a "Most Ethical Company"

For the fifth consecutive year, Waste Management in 2012 was named one of the world's most ethical companies by the Ethisphere Institute, a research-based organization advancing recognition of corporate social responsibility, business ethics, anti-corruption and sustainability best practices. One hundred and forty-five companies representing over three dozen industries were listed on their 2012 "WME Index," with Waste Management the only environmental services or waste industry company to be named. Collectively, Ethisphere reports that these companies performed significantly better than the S&P 500 — even through the worldwide recession.

**MOST  
ETHICAL  
COMPANY  
AWARD  
5 YEARS RUNNING**



## SUSTAINABILITY KEY PERFORMANCE INDICATORS, 2009-2011

KEY PERFORMANCE INDICATORS	2009	2010	2011
Greenhouse Gas (GHG) Footprint <sup>1</sup> (Metric Tons CO <sub>2</sub> Equivalents)			
• Process	21,552,559	22,503,371	16,448,441
• Transportation	1,754,977	1,817,830	1,773,307
• Energy use	357,141	479,356	488,738
Potential avoided GHG emissions from <sup>2</sup>			
• Renewable energy generation	3,504,234	3,502,225	4,005,380
• Waste-derived fuels produced and sold	23,976	13,954	18,647
• Reuse and recycling of materials	5,621,788	6,659,259	8,447,023
• Carbon permanently sequestered in landfills <sup>3</sup>	17,703,584	16,268,622	15,593,412
Waste-Based Energy Benefits <sup>4</sup>			
• Tons of coal equivalent	5,591,000	5,350,000	6,089,000
• Barrels of oil equivalent	21,563,000	20,462,000	23,494,000
Resource Savings Achieved through Recycling			
• Energy savings – equivalent (number of households/year)	1.4 million	1.5 million	1.8 million
• GHG savings – per passenger car equivalent (number taken off the road/year)	4.8 million	5 million	6.3 million
Total Recordable Injury Rate	3.1	3.3	3.1
Vehicle Accident Rate (driver hours without accident)	12,066	12,981	13,298
Percent of Waste Management's Modern Landfills with Offsite Contaminated Groundwater <sup>5</sup>	0	0	0
Charitable Giving	\$12,861,665	\$13,331,857	\$13,983,472

<sup>1</sup> 2009 was the base year for Waste Management's carbon footprint, so data from previous years are not available. Please see pp. 18-21 of Book 2 for discussion of the footprint and data notes.

<sup>2</sup> We are reporting this data to inform our customers and the public about the potential GHG reduction benefits associated with carbon storage in landfills, our renewable energy production and the recyclable materials we collect and process. We are not presuming to characterize how emerging regulatory programs will allocate credit for these avoided emissions, so we do not claim these greenhouse gas reduction benefits as our own, nor attempt to deduct these reductions from our carbon footprint.

<sup>3</sup> For a discussion of the protocols that govern this calculation of carbon storage or sequestration, see p. 23 of the Appendix.

<sup>4</sup> Equivalent number of households that could be powered by Waste Management's energy production. Note that standard industry assumptions about household energy use differ for the waste-to-energy and landfill-gas-to-energy sectors. See pp. 7-11 of Book 2 for details.

<sup>5</sup> Modern landfills are post-1993 and permitted under 40 CFR Part 258 Subtitle D. Offsite contamination is regulatory corrective action required to address offsite impacts to groundwater.

## ABOUT THIS REPORT

Waste Management is committed to issuing a detailed sustainability report every two years. This report updates our 2010 Sustainability Report, providing data for 2010 and 2011 and discussing key developments in 2012 where information was available prior to publication. Notes on the scope of the data are included with the data charts or in endnotes.

This report covers Waste Management's wholly owned operations, all of which are located in North America. In 2009, Waste Management entered into new business partnerships to develop waste-to-energy projects in the United Kingdom, Western Europe and China, and we had planned to report on those partnerships in this report. At this time, however, Waste Management is a minority partner in these projects, and most are still in the development phase. Should this change, we will include these projects in the scope of our reporting.

We focus our reporting on the following themes that we have identified through internal and external consultation to be the most material:

- Focusing on our customers' sustainability needs
- Reducing and recycling wastes generated by others
- Converting waste into renewable energy, fuels and chemicals
- Managing our waste treatment, materials processing and disposal facilities to exceed regulatory obligations
- Serving as responsible stewards of the land

## GLOBAL REPORTING INITIATIVE

This report is aligned with the Global Reporting Initiative (GRI) G3 Sustainability Reporting Guidelines at a self-checked application level of "B." The Appendix contains a complete index of GRI indicators. More information on GRI and the application levels can be found on the [GRI website](#).

We welcome your feedback on this report, as it helps us to improve future reports.  
Please contact:

**Lynn Brown**

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## APPENDIX D. RESUMES

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Andre R. Christian  
Email: Achristi@wm.com

## Experience

**Senior Route Manager;** Waste Management, *Oakland, CA* August 2012 - Current

- Responsible for Commercial Service in Oakland, Albany, Alameda, and Emeryville
- Managing 34 direct reports including 22 dedicated routes

**District Operations Manager;** Waste Management, *Bay Area, CA* Oct. 2010 - August 2012

- Responsible for management of 7 route managers, 2 dispatchers, and approximately 111 drivers with 92 routes operating in several contracted cities throughout the Cal Bay Market Area covering all residential and commercial lines of business
- Conduct meetings with both managers and drivers covering out three areas of focus; Safety, Customer Service, Efficiency

**Route Manager;** Waste Management, *Hayward, CA* Oct. 1991 - Oct. 2010

- Responsible for dispatching hundreds of trucks and drivers daily
- Responsible for daily route staffing and coverage as well as attendance management
- Responsible for conducting employee evaluations and discipline
- Responsible for customer service related issue in the various assigned area of coverage throughout Alameda County resolving issues from service to billing
- Routinely meet with city staff on issues relating to service as well as various projects involving both parties
- Conduct daily/weekly safety briefings and meetings with employees
- Conduct ongoing routine vehicle maintenance inspections and complete the accompanying reports as required
- Conduct in field driver observation assessments and complete accompanying reports required
- Responsible for conducting route restructuring as needed for efficiency

**Driver;** Waste Management, *Oakland, CA* June 1988 - Oct. 1991

- Residential route driver responsible for managing a three-person crew providing both residential and commercial service to customers in our service area of Oakland, CA.
- Responsible for truck upkeep and maintenance as well as all route related paperwork
- Residential pool driver working various routes throughout Alameda County

## Training

- Labor Relations/Contract Compliance
- Drug and Alcohol Awareness
- Environmental Protection
- DOT Compliance
- Route Manager Training Program (Houston, TX)
- Front Line Leadership
- Accident/Injury Prevention

## Proficiencies

- Internal/External Customer Service
- Excellent customer contact and interaction
- Safety Educator
- Accident/Injury Investigation
- Staffing and Employee Development
- Reporting

Jeffrey Cox  
Email: jcox112@wm.com

## Experience

**Route Manager;** Waste Management, *Oakland, CA*

January 2012 - Current

- Managed all aspects of collection routes spanning both residential and commercial accounts, as well as accountability to review and audit all documentation related to route operations on a daily basis.
- Increased and maintained higher accountability for unionized route drivers which yielded a marked improvement in both service and customer satisfaction.
- Personally recognized by both coworkers and customers alike for exceeding expectations and awarded numerous times for consistent commitment to excellence in execution.

**Operations Manager;** CSI, Inc., *Oakland, CA*

Mar. 2004 - Oct. 2010

- Managed all operational and field aspects for several national accounts spanning various multi-media including Broadband Cable, VoIP, WiFi, Premise Wiring and Digital Signage Networks.
- Successfully grew both a satellite and non-pay field collections operation, which collectively annualized over 3 million in revenue and a 15% net profit margin.
- Dramatically increased the average of customer field saves from 15% to exceeding 45% through higher employee accountability standards and risk/reward programs.
- Communicated, interacted and negotiated final company decisions with vendors and company clients.

**Regional Manager;** General Fiber, *Oakland, CA*

July 2005 - Aug. 2006

- Manage a team of up to 215 technical and professional personnel, including 22 Supervisors and Crew Leaders throughout the San Francisco Bay Area region.
- Dramatically increased revenue by identifying new sales opportunities and negotiating new contracts with our clients that grew revenues from \$4.5 million to exceeding \$15 million.
- Formulated a comprehensive, progressive pay scale, which decreased overall system payroll by 10%.
- Successfully staffed all projects to meet client expectations and exceeded all projected forecasts.

## Education

**Bard College;** *Annandale-on-Hudson, NY*

Aug. 2000 - May 2004

BA Degree, Cultural Anthropology

- Conducted original ethnographic research in the Hudson Valley
- Produced a 150 page thesis on gender's role in the migratory experience of Mexicans to the region in search of work

## Certifications

- CA C-7
- WMU University Course Certifications
- OSHA Certification Training

## Proficiencies

- Experienced with PCs using Windows, MS Office Products, plus Internet research.
- Developing a Management Team
- Effective Time Management
- Positive Employee Relations

Mark Ronald Cramer  
Email: mcramer@wm.com

## Experience

**Centralized Dispatch Manager;** Waste Management, *Oakland, CA* Feb. 2011 - Current

- Self taught Power Script Language to automate dispatch protocols
- Created PSL Suite to automatically address 1) a multitude of dispatcher functions valued over \$150K annually & 2) departmental deficiencies effectively raising service standards and communication
- Devised protocols and made recommendations for the WMAC Transformation Initiative including the Records Manager and other SOPs

**Route Manager;** Waste Management, *Oakland, CA* May 2005 - Feb. 2011

- Realized management's vision of the Route Manager Dispatch Packet (RMDP) - daily book of business
- Revised closing protocols to prepare following day including the MPU Report, the Closing E-mail, the Ops Cases Report
- Fielded escalated calls

**Operations Management Trainee** Waste Management, *Oakland, CA* Mar. 2010 - May 2010

- Cross-trained between WMAC, Valley WM, and CMC

**Internship Lead Generation;** Radiant Technologies, *San Diego, CA* Sept. 2009 - Dec. 2009

- Detail ERP features for CPG manufacturers, divided by role (web content).
- Discuss current and relevant topics of interest in ERP to mature interest in potential buyers.

**Internship Sales Support;** Cox Media, *San Diego, CA* Sept. 2009 - Dec. 2009

- Educated 4th grade students about the importance of protecting their watershed during classroom presentations
- Improved educational materials used during presentations

**Operations Manager;** Borders Books, Music, Movies and Cafe, *San Diego, Ca* Jan. 2008 - Mar. 2009

- Recruiting/Retention, Supervise and Train in-store Operations teams
- Implement alphabetization tracking system to deliver precise measurable results on \$1.3 Million annual inventory, 7 broad categories divided into over sixty sections, alphabetized individually
- Launch new Borders concept store in National City, Plaza Bonita. Sales forecasted at \$5 Million.
- Recruit and train sales and inventory processing teams, 30 personnel.
- Manga-shift Project: Reallocate sales floor space to create synergies between genres. Develop boutiques w/in store. In-store inventories made available over 20K of Inventory otherwise unavailable to customers w/out assistance from bookseller staff.

**Inventory Manager;** Borders Books, Music, Movies and Cafe, Apr. 2007 - Jan. 2008

- Manage Inbound and Outbound Inventory, Administer Cycle Counting
- Sped up inventory processing to 24 hours truck-to-floor from a 3-week backup. Turn around was unprecedented at district level. Warehouse receiving at 6 pallets weekly.

**Interim General Manager;** Borders Books, Music, Movies and Cafe Dec. 2006 - Feb. 2007

- Top Performing store in December

**Sales Manager;** Borders Books, Music, Movies and Cafe, Apr. 2006 - Apr. 2007

- Promote and Monitor Sales, Forecasting, Develop personnel
- Targeted Development plan of bench strength. Create and implement 6 month action plan to mature managerial talent

- Retraining Initiative: Transform series of individual competencies into a development schedule legitimizing performance appraisal decisions, informing personnel, and equipping management with 360 degree snapshot of individuals' talents.
- Design of In-store Zoning: System dividing responsibilities of 7 major categories between smaller teams of diverse personnel for accountability and to raise standards of excellence.

**Restaurant Manager; Denny's Restaurant**

June 2004 - June 2005

- Supervise staff of 20 personnel, Staffing, Ordering, Monitor and report details for fiscal week
- Implement Stationing amongst servers organized server responsibilities. System accommodates as few as 3 servers and 30 tables to 10/50.

## Education

**University of San Diego; San Diego, CA**

Jan. 2010

MA Degree, Business

**University of California; Davis, CA**

June 2004

BA Degree, Sociology

## Proficiencies

- Scholarships
- Award to Study Abroad Scholarship, China, 2010, Dean's Merit Scholarship, GSBA, USD, 2008, 2009, Award to Study Abroad Scholarship, Argentina, 2002
- Volunteer Work
- Subaru U.S. Women's Triathlon Series - San Diego '07; Tzu Chi: Recycling, Children's Readings, '06; Progress Ranch: staff asst for emotionally disturbed children Spring '04, Summer '04; La Esperanza: TJ House Building Project
- Exchange Student: Argentina 2002
- Intramural Softball, UC Davis. Team Captain, Spring '03, spring '04
- Race for the Cure: Breast Cancer Walk '04, '05
- Bilingual (Spanish Speaking)

Charlie DeLa Mater  
Email: cdelamat@wm.com

## Experience

**Senior District Fleet Manager; Waste Management, *Oakland, CA*** April 2007 - Current

- Provide community outreach and technical support for recycle and compost programs in the form of waste assessments, service recommendations, training, and monitoring to help businesses, multifamily dwellings, and schools reduce waste sent to landfills
- Work with city staff to execute the waste reduction goals of their contracts with Waste Management Coordinate efforts with drivers, customer service, and billing to ensure the best service for our customers
- Maintain Alameda County Green business status and worked on team to achieve LEED Gold Certification for existing buildings for our 98th Ave. office.

**Environmental Education Assistant; StopWaste.Org, *San Leandro, CA*** May 2006 - Mar. 2007

- Taught 4th and 5th grade students on fieldtrips to the transfer station about waste reduction and the 4Rs
- Assisted with piloting a 4Rs summer program for day camps
- Trained new education assistants in program implementation

**Naturalist; Hayward Shoreline Interpretive Center, *Hayward, CA*** July 2005 - Aug. 2006

- Led interpretive field trips through the Hayward wetlands
- Created and conducted educational programming for weekend visitors and children at summer camp
- Worked as a team member assisting in program scheduling, creating and editing quarterly newsletters, and maintaining exhibits

**Environmental Educator; Alameda County Resource Conservation District** Oct. 2005 - April 2006

- Educated 4th grade students about the importance of protecting their watershed during classroom presentations
- Improved educational materials used during presentations

**Sixth Grade Teacher; Day Star School, *Juticalpa, Honduras*** Aug. 2004 - June 2005

- Taught multiple subjects in English to Honduran students
- Created curriculum used throughout the school year

**Camp Counselor; Adventure Day Camp, *Walnut Creek, CA*** Summers 2001 - 2003

- Led groups of 15-20 campers in art, sports, nature, and music activities

## Education

**Bard College; *Annandale-on-Hudson, NY*** Aug. 2000 - May 2004

BA Degree, Cultural Anthropology

- Conducted original ethnographic research in the Hudson Valley
- Produced a 150 page thesis on gender's role in the migratory experience of Mexicans to the region in search of work

## Certifications

- Alameda County Master Composter
- CPR and First Aid

## Proficiencies

- Microsoft Office Suite
- Spanish

Kevin A. Floyd  
172 98th Ave. Oakland, CA 94609  
Email: kfloyd@wm.com

## Experience

**Operations Manager; Waste Management, *Oakland, CA*** 2006 - Current

**Secondary—Operations Manager Roll Off**

- Supervised five route managers for commercial and residential teams in five different franchised service areas. Responsibilities included P&L review, customer service, safety, efficiency, contract compliance, labor relationships, discipline, quarterly reviews, development of staff, and hiring all levels of employees for the site.
- Responsible for all aspects of Roll Off operations in seven Bay Area cities. Supervision of 1 route manager and 45 drivers.

**Logistics Manager; Proclaim Promotions, *Concord, CA*** 2005 - 2006

- Handled all aspects of logistics for large client promotion installations for US and Canada including inventory, customs, and shipping.

**Vice-President; Pacific Commodities, *Hayward, CA*** 2004 - 2005

- Responsible for all aspects of trucking operations, security, and customer service. Providing business development and strategic planning for future growth of the organization.

**Operations Manager; Cal Freight Sales** 2003 - 2004

- Recruited owner operators, managed all aspects of DOT and State requirements. Developed operational plans with customers and shippers to maximize intermodal efficiency.

**Manager of Drayage Services; Hubgroup** 1999 - 2003

- Managed teams of dispatchers and load planners to maximize equipment utilization and profit. Developed and maintained relationships with vendors, customers, and internal support teams to provide local and national intermodal transportation.

**Equipment Project Manager; Pacer Intl.,** 1996 - 1999

- Responsible for controlling all aspects of intermodal equipment routing, costs and availability for customer transportation needs

**Operations Manager; Federal Express Corporation** 1987 - 1995

- Managed, directed, and controlled all aspects of station operations with emphasis on People, Service, and Profit. Developed safety training program reducing injuries and accidents by 20%. Improved station morale by implementing more effective communication methods with staff and management.

## Education

**San Francisco State University; *San Francisco, CA*** 1985

MS Degree

**University of California; *Berkeley, CA*** 1982

BA Degree

## Proficiencies

- Over 25 years of progressive operations and project management in the transportation and services industries. A dedicated and responsible leader of various teams and groups.
- Excellent organizational skills. A demonstrated ability to direct and monitor a wide variety of tasks for large and small teams.
- Developed, trained, measured, and monitored multiple vendors, front line management, and staff performance to meet and exceed goals and expectations.



- Recruited, hired, and trained new employees for DOT positions and insured compliance for all state and federal regulations.

Dino Richard Fontana  
Email: dfontana@wm.com

## Experience

**Container Delivery, Shop Manager; Waste Management, *Oakland, CA*** April 2010 - Current

- Responsible for cart and container deliveries for the WMAC District. Manage Local 70 container drivers and Local 1546 container repair shop employees who repair and refurbish steel FEL, REL, roll-off containers and plastic carts.

**Operations Manager; Waste Management, *Oakland, CA*** 2000 - 2010

- Responsible for daily operations of unionized hauling site with over 300 employees. Managed up to 12 route managers. Ensured compliance with all Local, State, and Federal regulations including maintenance of driver DQ files and D&A program. Responsible for managing budget for operations including purchasing, productivity standards, and labor hours. Conducted and facilitated weekly safety meetings with all employees. Worked closely with jurisdictional representatives to ensure WMAC met our contractual requirements. Responded to commercial and residential customer's questions, issues, and requests.

**Roll-off Operations Supervisor; Waste Management, *Oakland, CA*** 1990 - 2000

- Supervised 50 union roll-off drivers. Managed six day per week/two shift per day operations. Insured coverage of open routes due to sickness, vacation, or other absences by analyzing workload and assigning drivers accordingly. Maintained excellent customer relations with commercial, residential, and governmental customers.

**Main Office; Oakland Scavenger Company, *Oakland, CA*** 1984 - 1990

- Performed various accounting functions, assisted controller and CFO. Worked in A/P department and processed invoices and made payment to company vendors.

## Education

**San Jose State University; *San Jose, CA*** 1984  
BS Degree, Accounting

## Proficiencies

- 22 years of increasing management responsibilities. Talented and determined individual who gets results. Skilled in problem solving, troubleshooting, and labor relations. Proven performer with a desire to tackle new challenges and learn new processes.

Scott Germann  
172 - 98th Ave. Oakland, CA 94603  
Email: sgermann@wm.com

## Experience

**Area Fleet Manager;** Waste Management, *Oakland, CA* 2008 - Current

- Oversight includes all aspect of Fleet Maintenance, Purchasing, and Compliance as well as facility maintenance and security for all lines of business including our Collection, Post Collection and Material Recycling Facilities. This includes over 1000 Collection and Support vehicles as well as over 300 Post Collection assets ranging from CAT D9 Dozers to Polaris ATV's, as well as Sorting Line conveyors. Oversee negotiations with regards to all union contracts, local vendor relationship.

**Director of Operations;** Ryder Systems, Inc., *Louisville, KY* 2006 - 2008

- Oversaw all maintenance related activities. Ensured delivery of service to customers as well as compliance with standards. Managed safety in a zero-accident environment. Held responsibility for P&L of 26 branches involving \$74,000,000 in revenue in 2006, to over \$79,500,000 in 2007. Ensured rental operations grew and that managers had resources and expertise to produce desired results. Performed quarterly branch reviews to insure certain standards were met or exceeded.

**General Manager;** Ryder Systems, Inc, *San Antonio, TX* 2005 - 2006

- Developed sales force. Reviewed pipelines, analyzed deals and performance. Ensured delivery of service to customers along with compliance with standards. Oversaw customer-retention. Strived to provide safest working environment for all employees. Maintained P&L responsibility for 15 branches and \$27,000,000 in revenue

**CBU Rental and Asset Manager;** Ryder Systems, Inc, *Atlanta, GA* 2001 - 2005

- Oversaw training and development of largest metro branch, which included a call center. This included both inside and outside sales representatives. Directed the operations and sales for 7 large metro branches. Developed and maintained a fleet age plan for over 2000 vehicles. Responsible for growing Rental Revenue and Margin year over year. Achieved highest rental margin in companies history for 2005.

**CBU Rental Manager;** Ryder Systems, Inc, *Minneapolis, MN* 1988 - 2001

- Began working for Ryder in area of maintenance. Switched tracks in 1990 and began renting and selling vehicles. Excelled in all aspects of the position and was promoted to District Rental Manager in 1994. In 1996 was promoted to Customer Development Manager oversee several of the District's largest leasing customers. In 1998, was promoted to the expanded role of CBU Rental Manager overseeing operations in 4 states.

## Education

**Hamline University;** *St. Paul, MN*

BA Degree, Political Science and English Writing

## Proficiencies

- Operations - Brought about complete turn-around in profitability resulting in highest margins in company history, 2001-2005.
- P&L - 21 plus years of experience deciphering and zeroing in on problem items that have allowed me to become one of the strongest in my field.
- Sales - 10 plus years of sales management both inside and outside with a track record of accomplishments including highest revenue growth year over year 2004, 2005.
- Leadership - 21 plus years of quality leadership development. My success has always grown as proportionate to my success with developing my teams. In each market I've successfully hired, coached and promoted leaders.

Jack Isola  
Email: jisola@wm.com

## Experience

**Senior District Manager; Waste Management, *San Leandro, CA*** 1990 - Current

- The Davis St. facility processes an average of 3800 tons per day of material from Alameda and adjacent Counties.
- Responsible for the daily operation of the facility
- Disposal operations
- Transfer operations
- Green / wood grinding & processing
- Residential, & commercial food waste processing
- Special waste acceptance procedures
- Truck and equipment maintenance
- Oversee the design, construction and startup of 3 MRFs
- C&D (Constructed in 2002)
- Single Stream (Constructed 2006)
- Public Area MRF (Constructed 2011)

**Landfill Operations Manager; Waste Management, *Northern California Market Area*** 1986 - 1990

- Responsibilities included oversight of Altamont, Tri-Cities, Sunnyvale and the 27<sup>th</sup> Ave. Landfill, Arizona. I was responsible for oversight of facility managers, special construction projects including installation of gas systems, labor management and equipment maintenance.

**Landfill Construction Manager; Waste Management, *Northern California Market Area*** 1984 - 1986

- Working with a construction team managed landfill construction projects at Altamont and Tri-Cities Landfill. Work included major, dike, cell, and roadway construction.

**Landfill Supervisor; Waste Management, *Northern California Market Area*** 1983 - 1984

- Supervised Daily operations at the Tri-Cities and Altamont Landfills including startup of the San Francisco Disposal Contract operations at Altamont landfill.

**Route Driver; Oakland Scavenger, *Oakland, CA*** 1979 - 1983

- Operated as Head Residential Route Driver and Commercial Route Driver in the City of Oakland.

**Fifth and Sixth Grade Teacher; Saratoga Unified School District, *Juticalpa, Honduras*** 1972 - 1978

- Taught multiple subjects including Math, English, Science and Social studies to grades 5 and 6.
- Created curriculum used throughout the school year

## Education

**St Mary's College; *Hayward, CA*** 1966-1970  
BA Degree, History

## Certifications

- Teaching Credential from California State Hayward; Hayward, CA 1971

Rebecca Jewell  
Email: jewell@wm.com

## Experience

**Recycling Program Manager;** Waste Management, *San Leandro, CA*

April 2006 - Current

- Business Development
- Research potential partners, material flows and processes
- Establish new markets for materials
- Negotiate thresholds and rates
- Customer assistance
- Research recycling opportunities for materials unique to specific customers
- Recommend alternative processes or vendors for recycling materials
- Communicate Davis Street recycling activities to partner cities, government officials and members of the public
- Generate qualitative & quantitative reports detailing material processes and end uses for recovered materials
- Create outreach materials, video & website detailing the recycling processes for each material handled
- Conduct facility tours for interested groups
- Professional development for Recycling Coordinators
- Identify knowledge gaps
- Design curriculum & assemble the quarterly schedule
- Coordinate guest speakers and content

**Found Art Program Manager;** Society of St. Vincent de Paul of Alameda County, *San Leandro* Aug. 2004 - Aug. 2006  
**Secondary—Recycling Team Leader and Volunteer Manager**

- Social services organization with direct service programs and retail outlets throughout Alameda County
- Set up and implemented organization-wide recycling program resulting in over a half-million pounds diverted from the waste stream in one year
- Established relationships with recyclers
- Negotiated rates for sale of recyclable materials
- Provided technical assistance to staff around recycling and reuse
- Created and procured funding for Found Art programs
- Created Found Art product prototypes from recycled materials
- Supervised Studio staff of 4 low-income clients to create Found Art products for retail sale
- Managed Artist in Residence program
- Recruited Advisory Committee
- Established artist outreach and vetting process
- Established strategic partnerships with agencies and institutions throughout the Bay Area for service grant opportunities
- Researched, wrote and coordinated service grants
- Created and manage volunteer and intern programs in keeping with diverse needs of the Society programs and operations
- Created and maintain accurate volunteer and intern job descriptions for each of the Society's 9 sites
- Generated volunteer outreach and marketing materials for the range of Society activities and programs
- Marketed in various online and printed resources to implement volunteer and recycling initiatives

**Co-Chair, Board Member;** Young Nonprofit Professionals Network, *San Francisco, CA* 2000 - Mar. 2006

- A professional development organization for individuals with less than 7 years experience in the nonprofit sector
- Managed 14-member board to implement up to 30 professional development, mentoring, and membership programs a year
- Created marketing and outreach materials for membership and event activities

- Recruited members and market YNPN through outreach and public speaking engagements, conferences and job fairs each year
- Conducted annual performance reviews with board members
- Instituted and maintain partnerships with like-minded organizations on program initiatives and common goals
- Established benchmarks for ongoing outreach and appropriate services by producing a web-based survey tool

**Program Director; International Volunteer Program (IVP), *San Francisco, CA*** 1999 - 2003

- A volunteer exchange program between the United States, France and the United Kingdom
- Directed volunteer exchange of American and European students to host agencies in the US and Europe
- Marketed IVP through public speaking engagements, print- and web-brochures
- Authored international volunteerism articles addressing volunteer/agency best practices
- Recruited volunteers from the United States & Europe
- Placed and supervised volunteer placements in the US, France and the United Kingdom
- Managed program/host agency relations and volunteer experience through surveys
- Created and implemented client database to recruit and track host agencies
- Authored 30-page instructional handbook in French and English, identifying best practices for volunteering and cross-cultural problem solving
- Reported semi-annually and generated report requests for Board
- Generated and managed annual program budget

## Education

**Kalamazoo College; *Kalamazoo, MI*** 1996  
BA Degree, Psychology

## Service

- Alameda County Recycling Board – Board Member 2009 - Current
- Northern California Recycling Association – Board Member, Jobs in Recycling Co-chair 2007 - Current

## Proficiencies

- Advanced: Microsoft Professional Office Suite, '98, ME, XP
- Proficient: Raiser's Edge, PageMaker, Photoshop, PowerPoint, Mac word-processing, spreadsheet and mail programs
- Fluent: written and spoken French Basic comprehension: Italian, Spanish, German

Greg Lammers  
Email: glammers@wm.com

## Experience

**Senior Finance - Business Development;** Waste Management, Inc. February 2009 - Current

- Strategic Acquisitions, Mergers and Divestitures, pro forma analysis and review, target assessment, company integration, process improvements, due diligence, new product development, sustainability analysis, and profitability and margin enhancement

**Director - Pricing;** Waste Management, Inc. September 2003 - January 2009

- Develop and Manage Price Improvement Strategy and Programs, Improved Yield from 0.5% to over 5.4% for Group, Increase Profitability and Create Additional Revenue. Achieved annual yield improvement exceeding \$150m annually, exceeding goals by over 150% each year (2004 through 2008).

**Director of Business Improvement;** Waste Management, Inc. July 2000 - June 2003

- Deployed PeopleSoft Financials and Payroll, managed Revenue Management Conversion team, deployed digital photo system, managed team of 65 route and billing audit, Enterprise System Initiatives, Change Leader for West Group.

**District Manager;** Waste Management, Inc. November 1999 - July 2000

- \$45M annual revenue, 136 employees. 47,000 customer and three landfills. Exceeded EBIT budget by 240%, consolidated customer service centers, recognized by local municipal leadership for innovation.

**Region Controller;** Waste Management, Inc. July 1996 - November 1999

- Twelve Districts with annual revenue over \$325M, 960 employees. Most Profitable Region of entire company in 1999 at 42% EBIT. Consolidated merger with USA Waste and acquisition of various companies into Region.

## Education

**Santa Clara University - Leavey School of Business; Santa Clara, CA** 1982 - 1986  
Bachelor of Science, Finance

**Bellarmino College Preparatory; San Jose, CA** 1978 - 1982

## Proficiencies

- Versatile Executive with 26 years experience in developing and implementing strategy and processes improvement programs.
- Ability to identify, build and develop successful and motivated teams.
- Business Development
- Strategic Analysis
- Program Development
- Profitability enhancements
- Pricing analysis
- Financial and pro-forma analysis
- Acquisition and Divestitures
- Operational Management

## Honors | Awards

- Certificate of Special Congressional Recognition for Outstanding and Invaluable service to community and contributions to economic development
- State of California Senate Resolution for exemplary record of Managerial Leadership to State of California
- California State Assembly Certificate of Recognition for Dedication and Service to the Greater San Fernando Valley Community County and State.

- County of Los Angeles Commendation for dedicate service and numerous contributions for the benefit of the citizens of Los Angeles County.
- City of Los Angeles Certificate of Commendation for Outstanding efforts supporting Economic Development and Business Community.
- City of San Fernando Honors for economic development, business and community events, and providing assistance to the City.



Kenneth Edward Lewis, P.E.  
Email: klewis@wm.com

## Experience

### **Director of Post Collections Operations; Waste Management, Northern California/Nevada Market Area 2008 - Current**

- As Director of Post-Collections Operations for Waste Management, I am responsible for all aspects of operations, safety, engineering, compliance, facility development and financial performance for the following post-collections business units within Waste Management's California Bay Market Area in northern California;
  - Altamont Landfill and Resource Recovery Facility located in Livermore, CA
  - Anderson Landfill located near Redding, CA
  - Lockwood Landfill located in Reno, Nevada
  - Tri-Cities Landfill and Resource Recovery Facility located in Fremont, CA
  - Kirby Canyon Refuse Disposal Facility located in Morgan Hill, CA
  - Guadalupe Landfill and Material Recovery Facility located in San Jose, CA
  - Redwood Landfill and Compost Facility located in Novato, CA,
  - High Mountain Fuels Liquefied Natural Gas (LNG) Production facility located in Livermore, CA
- Currently responsible for over 250 employees, approximately \$85M in net revenue, 4.7M tons of disposal and recycling activities and over \$10M in capital expenditures annually. I have 13 direct reports that include seven business unit managers, a gas operations manager, a compliance manager and two engineering managers and two civil/structural engineers. In my role, I have overall responsibility for leading the Market Area's efforts to improve efficiency in operations, lower costs per unit, develop a culture of safety in the work environment, improve sales revenues through marketing and efficient utilization of our assets, improve gas collections and renewable energy production at the landfill gas to energy facilities, develop and implement pricing strategies and oversee annual permit and capital improvement projects and budgets.

### **Senior District Manager; Waste Management, Fremont, CA**

1999 - 2008

- For almost a decade, I held the position of Senior District Manager for two large landfills in the California Bay Market Area; the Altamont Landfill and Resource Recovery Facility and the Tri-Cities Landfill. Directly responsible for all aspects of operation of both facilities including management of site personnel, daily operations, efficiency improvement, health and safety, resource planning and management, facility development, facility maintenance, environmental protection, pricing and financial performance.
- The Altamont Landfill is one of the largest and most sophisticated landfill facilities in North America and the largest in Northern California with revenues in excess of \$40 million annually and accepts more than 1.5M tons per year. The Altamont Landfill currently accepts over 5,000 tons per day (tpd) of various wastes streams including Class III municipal solid wastes, Class II wastes, special wastes, treated auto fluff and medical wastes, shredded tires, friable asbestos, liquids for solidification, sludge and construction and demolition debris. I was also responsible for an onsite leachate treatment facility, and two on-site electrical power generation facilities which generate approximately 9MW of electrical power from extracted landfill gas,
- The Altamont landfill operates under three shifts, twenty-four hours per day, six and one half days per week. The site employs more than 65 employees of whom approximately 50 are members of the Local 1546 Machinists and Local 6 Longshoreman Union. In my role as District Manager, I had responsibility to implement the Union grievance process as well as periodic collective bargaining agreement negotiations.
- In addition to my duties at the Altamont, I was also District Manager of the Tri-Cities Landfill (TCLF) located in Fremont. My responsibilities at this facility are similar to those at the Altamont. The TCLF accepts approximately 300,000 tons per year of wastes from the Fremont area although it is expected to

close in the latter part of 2012. The site has annual gross revenues of approximately \$7.5 million and 22 unionized employees

**Operations Manager, RPI/ Biogro Western Division; Waste Management, CA**

1998 - 1999

- Acted as Operations Manager for RPI/Biogro. I was assigned to manage the daily operation of RPI/Biogro's field staff and project workload. RPI/Biogro was an engineering contractor division of Waste Management Inc. specializing in land application of municipal wastewater treatment plant sludge and in-plant tank cleaning and pond dredging services to various Publicly Owned Treatment Works with a annually revenue of over \$6M. In this role, I was responsible for budget planning, development of project staffing requirements, preparation and submittal of project bids, and oversight of field services and employees. The position involved coordinating of land application projects on dozens of farms located in several counties throughout California, as well as coordinating in-plant services occurring in several states throughout the Country. As Operations Manager, I had accountability for approximately 25 employees, including technical managers, job foremen, general labor, operators, and support staff.

**Market Area Engineer; Waste Management, CA**

1995 - 1998

- Until 1998, I held the position of Market Area Engineer for Waste Management Inc. in the Western Area assigned to various facilities in the western states. Locally, I was responsible for all engineering, permitting and design aspects of the Redwood Landfill located in Marin County. Redwood Landfill is a 420-acre non-hazardous solid waste landfill, which accepts approximately 800 tpd of municipal solid wastes and 400 tpd of municipal wastewater sludge and has annual revenues of approximately \$25 million. To accomplish my goals in this role I was routinely required to manage various aspects of company resources including on-site personnel, site equipment, consultants, contractors and project capital budgets. In addition, I was also responsible for coordination of various regulatory programs. Redwood also frequently presented special technical challenges due to the type of poor geological conditions present at this location.
- In addition to managing the engineering and technical aspects of the Redwood Landfill, as the Market Area Engineer I was also assigned to provide a wide range of engineering, permitting and construction management related services for several landfills, transfer stations and maintenance facilities through out the western US.
- Selected accomplishments include:
- Construction oversight and permitting services for a 300-acre green field landfill development, Front Range Landfill
- Construction oversight and permitting services for a 400 tpd Transfer Station, Franklin Street Transfer Station
- Construction oversight of levee and Leachate Collection and Removal Systems (LCRS), Redwood Landfill
- Designed and permitted landfill disposal units and final cover systems, various facilities
- Construction and design oversight and permitting of landfill gas systems and condensate destruction systems, Redwood Landfill
- Prepared Fill Sequencing Plans and other Operating Plans including Joint Technical Documents (JTD) and Report of Composting Site Information (RCSI)
- Permitted various operating procedures such as Alternative Daily Cover Programs, Liquid Solidification, and use of leachate as dust control
- Prepared various surface water drainage plans and designs for landfill facilities
- Prepared Post Earthquake Inspection and Corrective Action Plans and the Leachate Spill Prevention and Contingency Plans

**Project Manager/Engineer; CH2M HILL Inc., Stockton California**

1992 - 1995

- As Project Manager, I was responsible for fiscal performance, technical adequacy, and client satisfaction for the Forward, Inc. Landfill project located in Stockton, California as well as other projects/clients. The Forward, Inc. Landfill is a 567-acre Class II landfill that accepts approximately 2 millions tons per year of non-hazardous and special wastes. In this position, my responsibilities required me to develop engineering project solutions, acquire and manage various company resources efficiently to accomplish these projects

within the specified budgets. As a project manager, I managed project teams, prepared proposals, developed and managed budgets, provided construction management services and interfaced with regulatory agencies on Forwards' behalf.

- Selected accomplishments include:
- Managing the design, permitting and construction of the Class II 10-acre Waste Management Unit (WMU) D-95
- Managing the design, permitting and construction of the 4-acre Class II overlay WMU D-94 over existing Class III waste using Geosynthetic Clay Liner (GCL) as an alternative liner system
- Preparing various permitting documents including the Report Of Waste Discharge (ROWD), Report Of Disposal Site Information (RDSI), Report Of Composting Site Information
- Managing the design and construction of the landfill's site entrance facilities

**Project Engineer; EMCON Associates, Walnut Creek, CA**

1989 - 1992

- As a Project Engineer at EMCON I was responsible for providing engineering design and construction support for various solid waste and recycling projects. During my employment, I had the opportunity to work on a wide variety of solid waste projects throughout California. Projects completed while at EMCON, included acting as Project Engineer for landfill liner and LCRS designs, construction and design of various slurry cut-off walls, field infiltrometer, traffic and waste flow design for recycle centers, geotechnical investigations, geological well drilling, slope stability analyses, and construction quality assurance oversight.

**Education**

**California Polytechnic State University; San Luis Obispo, CA**

1986 - 1989

Master's Degree, Civil Engineering (Geotechnical/Environmental)

**University of Colorado; Boulder, CO**

1982 - 1986

BA Degree, Geology

**Certifications**

- Registered Civil Engineer: California #53401, Washington #31541, Colorado #32357, Nebraska #E-9277
- Registered California General Engineering Contractor (Class A): License #843776
- Member - American Society of Civil Engineers, 1989

Dennis Mariano  
Email: dmariano@wm.com

## Experience

### **Route Manager; Waste Management, Alameda County, CA**

2012 - Current

- Manage daily operations of thirty seven commercial and residential refuse collection routes. Facilitate weekly safety briefings with professional drivers and ensure all drivers perform all aspects of job in a safe manner. Initiate root cause analysis on all accidents and/or incidents and discuss findings with drivers. Strive to provide all customers with timely, professional service and have a positive experience with Waste Management and its' employees.
- Currently implementing a "facelift" on employee restrooms to demonstrate managements' commitment to employees.
- Developing trend analysis on each daily route to identify areas of improvement throughout the weeks' operation.
- Conducting audits on "backyard service" requests to ensure that out drivers are meeting the needs of our most "influential" customers that will impact future contracts with the city of Oakland.

### **Facilities Manager; American Airlines, Miami, FL/Dallas, TX**

2009 - 2012

- Directed day-to-day operations of a 1.6 million square foot operation, responsible for ground fleet and facilities maintenance. Coordinated all maintenance of electrical systems, mechanical, plumbing, energy management controls, HVAC, fire protection, life safety systems, record keeping, dock levelers and lifts, locks and keycards, cranes, scales, boilers, fueling systems and environmental waste handling and management
- Implemented successful new operational policies, decreasing "down times" by 15 percent.
- Provided proactive objectives and energized 10 shift supervisors to exceed productivity goals by 28%.
- Successfully spearheaded traditional cost center into a profit center, resulting in new revenues of \$1.6 million in government contracts for TSA, Raytheon and U.S. Customs.
- Created ground equipment and aircraft fuel controls, increasing energy savings by \$2.7 million over twelve months.
- Spearheaded co-op training with Department of Public Safety and American Airlines; conducted special operations and dynamic rescue drills for fall harness, confined space and hazardous storage mock rescues.

### **Budgeting and Planning Manager; American Airlines, Miami, FL/Dallas, TX**

2007 - 2009

- Developed and supervised all essential corporate accounting, risk management, and financial analysis functions for a \$33.6 million maintenance service department. Managed scheduling systems to coordinate manufacturing resources and planning, especially related to order processing, purchasing, inventory control and shipping of \$10.5 million in materials. Created training courses and monitored compliance with federal mandated lessons.
- Centralized administration staff creating a "one- stop- shopping" experience for all hourly employees; enhancing labor relations.
- Restructured and consolidated workforce of 300, reducing real estate costs by \$170K and improving service call times by 16%.
- Implemented corrective action procedures for federally mandated training failures; increasing training compliance by 32% in two departments and 520 employees.
- Recruited and trained 50 new-hires to fulfill attrition gaps in staffing.
- Identified and captured \$1.7 million in federal grant funds for capital improvements in prior years.
- Revised procedures in payment of sales tax and recovered overcharges of \$312K from vendors.

### **Continuous Improvement Manager; American Airlines, Miami, FL/Dallas, TX**

2004 - 2007

- Selected for promotion to spearhead corporate initiatives in continuous improvement and lean manufacturing. Implemented external training curriculum for four Six Sigma facilitators (train the trainer). Developed letter of commitment for management and collective bargaining employees; gaining buy-in from both parties.

- Facilitated principles of lean manufacturing, 5S, and Six Sigma classes for 19 management and 315 union employees.
- Identified and coordinated Kaizen events for various work systems, resulting in improved customer service, cost savings and inventory reductions.
- Coordinated volunteer teams and created current state, future state and value stream mapping tools to identify bottlenecks in processes.
- Created communication documents, story boards and "success events" to celebrate and encourage enduring achievements in the continuous improvement processes.
- Implemented and documented work flow changes to realize annual savings in excess of \$715K.

**Supervisor of Facilities; American Airlines, Miami, FL/Dallas, TX**

1999 - 2004

- Ensured all critical equipment and passenger impact areas were in ready-state, informed all impacted customers when equipment was out of service, provided alternate options to obtain operational efficiency
- Implemented lost time controls and reduced employee absenteeism by 20%.
- Improved productivity by 30% among a unionized workforce of 200 employees, improving customer service and reinventing performance expectations.
- Developed tool inventory database, automated reporting by shift and installed RF technology on high value tooling; realizing annual cost avoidance of \$40K annually.
- Identified Hexavalent Chromium risk in three locations, provided OSHA approved sanding booths, tracking of PELs, and coordinated medical surveillance for 72 employees.
- Spearheaded identification of 160 permit/non-permit confined space locations, including mapping and GPS coordinates, created permit documentation, air testing and ventilation requirements.

**Budget Analyst; American Airlines, Miami, FL/Dallas, TX**

1997 - 2000

- Identified and recovered \$200K from inactive liability accounts.
- Prepared and controlled annual budget of \$20M for two cost centers and seven profit centers.
- Responsible for \$5M in account payables and \$7M in account receivables for American Airlines, Hawaiian Airlines, John Peter Smith Hospital, Canadian Airlines and Coors Brewing Company.
- Audited all external customers' billing receipts and implemented standardized reporting.
- Coordinated domestic and international exhibitions in the Employee Involvement Association conferences.
- Developed marketing products and increased revenue via improved sales of employee suggestion programs.
- Negotiated payment rates on chapter 11 filing with Canadian Airlines, improving terms by \$40K.

**Operations Engineer; American Airlines, Miami, FL/Dallas, TX**

1996 - 1997

- Increased year over year portfolio savings by 41%, resulting in a \$6M dollar improvement.
- Designed internal audit procedures to ensure annual savings of \$25 million were realized and exceeded.
- Developed and reviewed employee suggestions pertaining to flight operations, dispatch and loads planning to provide costs savings, generate revenue and enhance quality.
- Instrumental in creating new accounts on employee suggestion programs for other firms.
- Created cost saving solutions for Coors Brewing Company on logistics, packaging, bottling and factory maintenance procedures in Golden, Co., Nashville, TN. and Shenandoah, WV.

**Education**

**Flight Bridgewater University; Bridgewater, MA**

Aug. 2000 - May 2004

BS Degree, Business Administration and minor in Aeronautical Science

**Embry Riddle Aeronautical University; Daytona, FL**

Aug. 2000 - May 2004

MS Degree, Aeronautical Science in Aviation Operations Management

## Proficiencies

- Proven abilities in creating successful and dynamic teams. This success is based on meeting the legitimate needs of others, setting high goals for self, others and the team, being sensitive to the implications of my decisions on others, and making time to give appreciation and encouragement to my employees.
- Effectively hire, train and motivate staff and management teams, establish goals and controls; monitor results to consistently increase productivity, enhance customer service and reduce operating costs
- Skilled in the management of multiple locations, including setup and improvement of departments, systems and procedures.
- Proficient in OSHA, FDA, NEC, EPA NFPA code(s), ensuring implementation and compliance with regulatory agencies.

Alisha McCutcheon  
Email: amccutch@wm.com

## Experience

**Technical Compliance Manager;** Waste Management, *Novato, CA* August 2007 - Current

- Manage environmental permitting and compliance at Redwood Landfill, Tri-Cities Landfill, Empire Waste, and Fort Bragg Disposal. Conduct regular audits of each facility. Manage environmental compliance and compost quality for a 170 ton-per-day compost facility. Responsible for solid waste self-monitoring program, stormwater program, groundwater monitoring and reporting program, and air monitoring and reporting program. Coordinate waste acceptance program.

**Environmental Protection Manager;** Waste Management, *San Leandro, CA* September 2001 - August 2007

- Responsible for environmental compliance, health and safety compliance, and worker's compensation claims management for a 5,600 ton-per-day transfer station including a 300 ton-per-day green waste chipping and grinding operation, a 350 ton-per-day C&D Materials Recovery Facility, a minor waste tire collection operation, a large-quantity e-waste handler and certified collection facility, a 200 ton-per-day single stream MRF, and four maintenance shops. Manage a load-check program generating large-quantity volumes of non-RCRA hazardous waste.

## Education

**West Virginia University;** *Morgantown, WV* August 1996  
MS Degree, Safety Management

**West Virginia University;** *Morgantown, WV* August 1994  
BA Degree, Biology

## Proficiencies

- Leadership San Leandro Class of 2005
- Waste Management Landfill Manager Training Class of 2009

Marcus M. Netzt II  
Email: mnetztzi@wm.com

## Experience

**Senior District Manager; Waste Management, *Oakland, CA*** June 2011 - Current

- Full responsibility for revenue and profit and loss of the Business Unit
- Manage day-to-day operations
- Responsible for safety and governmental compliance
- Establish and maintain performance and productivity metrics
- 65 employees
- \$45 million in revenue
- 24 hour facility
- LFG to LNG plant / exclusive technology / converting landfill gas into fuel for vehicles

**Division Manager; Western Illinois Business Unit, *Chicago, IL*** 2010 - June 2011

- Oversight of six divisions in the Western Illinois Business Unit: Livingston Landfill, Environtech Landfill, Landcomp Landfill, AWS of Pontiac (collection), AWS of Ottawa (collection), and Illinois Valley Recycling (MRF)
- Full responsibility for revenue and the profit and loss of each division
- Also responsible for the development of operational plans, the development of sales strategies, compliance with permit conditions, interacting with regulatory agencies, interacting with community groups, interacting with elected officials and ensuring the efficient and safe work activities of all division employees

**Division Manager; Livingston Landfill/AWS of Pontiac, *Pontiac, IL*** 2007 - 2010

- Received promotion and was relocated to Pontiac, IL, to oversee two divisions
- 29 union employees, 10 administrative employees and 12 outside contract laborers
- \$35 million in revenue
- The landfill received an average of 5000 tons per day
- Average operational density of 2000 lbs/CY
- 2008 landfill achievements: Platinum World Class status (a Republic internal audit performed by the Regional Landfill Operations Manager, one of the highest scores in the nation, 98%), no regulatory violations and the financial and safety goals were achieved
- 2009 landfill achievements: World Class status with a score of 94%, no regulatory violations, and the financial and safety goals were achieved.
- 2009 received oversight responsibilities for AWS of Pontiac. Achieved financial and safety goals
- 2010 landfill achievements: World Class status with a score of 93%, no regulatory violations, the financial goals were narrowly missed (achieved 95%), and the safety goals were achieved.
- 2010 AWS of Pontiac achievements: financial goals were narrowly missed (achieved 95%), and safety goals were achieved

**Operations Manager; Lee County Landfill, *Dixon, IL*** 2004 - 2007

- Received promotion to Operations Manager of the Lee County Landfill in February 2004
- Became a Certified Landfill Operator (Illinois Environmental Protection Agency)
- Managed the daily and long term operations of the landfill
- Assured the landfill was consistently operated within the conditions stipulated in the permit
- The landfill received an average of 3000 - 6000 tons per day
- 14 union employees, 6 administrative employees and 5 outside contract laborers
- Achieved bonus goals for financial growth and safety for 2003, 2004, and 2006

**Route Supervisor; AWS of Dixon, *Dixon, IL*** 2003 - 2004

- Received promotion from Dispatch to Route Supervisor
- Responsible for 19 routes (23 Drivers - 22 Trucks)



- Supervised and coordinated activities of operational employees
- Developed work schedules and maintained staffing levels
- Conducted employee observations
- Implemented and maintained safe work practices
- Investigated accidents, injuries and property damage claims
- Conducted safety meetings

**Dispatch;** Rock Valley Disposal, *Dixon, IL*

2002 - 2003

- Responsible for 19 routes (23 Drivers - 22 Trucks)
- Customer service
- Planned and scheduled all Roll-Off work
- Maintained and processed route sheets

### Education

**Logos Christian College;** *Jacksonville, FL*

Associate's Degree, Biblical Studies

- 3.6 GPA

**Dixon High School;** *Dixon, IL*

Diploma

### Certifications

- Certified Behavioral Consultant
- CPR and First Aid

Daniel North  
Email: dnorth1@wm.com

## Experience

### **District Manager; Waste Management, *Oakland, CA***

2010 - Current

- Appointed District Manager of Redwood Landfill and Recycling Center in October 2012
- Appointed District Manager of Tri Cities Waste Management in 2010 in order to lead five redevelopment projects in materials recycling and renewable energy production
- Redevelopment projects included an anaerobic digestion facility to create energy from residential yard trimmings; static pile composting of organic waste; a 4.8-Megawatt power plant fueled by landfill gas and other various material recycling operations
- Communicated design specs to the engineering team and reviewed detail drawings
- Lead consultants and project managers in meetings with city staff to complete CEQA documents and secure permits

### **Financial Analyst; Waste Management, *Oakland, CA***

2008 - 2010

- Lead analyst on 100 million dollar recycling and renewable energy projects including landfill gas to energy power plants, anaerobic digester facilities and inert materials recycling and reuse operations
- Created operations models for visualizing opportunities to improve recycling and add renewable energy production to existing solid waste collection operations
- Worked with engineers and consultants to assess the best waste conversion technologies for our operations
- Created financial models for ten redevelopment projects identified from the operating models
- Lobbied corporate leadership for support of the ten redevelopment projects and secured the first round of capital funding required to begin the projects in 2010
- Received recognition from industry when our progress was featured in the December 6, 2010 issue of Fortune

### **Fleet Supervisor; Waste Management, *Oakland, CA***

2006 - 2008

- Worked with industry engineers, technicians and internal fleet leadership to deploy solid waste collection vehicles fueled by methane extracted from landfill gas
- Transitioned a fleet of diesel trucks to B5 (5% corn-based biodiesel), with a ramp up to B20
- Managed six alternative fuel project grants between Waste Management and the California Air Resources Board (CARB), totaling over \$3 million in state funding. Replaced or converted diesel engines with natural gas and received early compliance recognition from the State of California

### **Mechanical Engineer; Optimal Energy Systems, *Torrance, CA***

2001 - 2006

- Mechanical and electrical design engineer for breakthrough energy storage systems using high-speed flywheels as replacement for batteries to store and retrieve energy. Applications for this technology include future combat systems, regenerative braking in automobiles and trains, satellite power systems and wind farms
- Gained extensive experience in all aspects of part design including CAD, detail drawing creation, prototyping, manufacturing and QA/QC
- Collaborated with NASA on a project to provide both power and attitude control for satellites using breakthrough flywheel technology
- Collaborated with Science Applications International Corporation (SAIC) on several military pulse power projects, and delivered an operational prototype system to the Department of Defense
- Developed a prototype system designed to store energy generated by utility-scale wind farms
- Authored process documents, trained and supervised a team of lab technicians

## Education

**Saint Mary's College of California; *Moraga, CA***

2007 - 2009

Master's Degree, Business Administration/International Business

- Master of Business Administration with Honors, concentration in International Business, 2009
- International study at La Salle Business Engineering School in Barcelona, Spain with focus on the European entrepreneurial process, marketing strategies, and banking

**Loyola Marymount University; Los Angeles, CA**

1999 - 2003

BS, Mechanical Engineering

- Bachelor of Science in Mechanical Engineering, 2003
- Teaching assistant to Dr. Omar Es-Said, professor of materials science, 2002-2003

### Proficiencies

- 10 years of experience in design, financial modeling and development of alternative energy technology
- Diverse skill set including a deep knowledge of engineering, finance and management built on a solid academic foundation including a bachelor's degree in mechanical engineering and master's in business administration
- Proficient in understanding complex analyses and accurately summarizing and reporting key concepts and results to upper management
- Detailed, long-term thinker with a proven record managing multidisciplinary teams and achieving project milestones on time

Tianna Nourots  
Email: tnourots@wm.com

## Experience

**Environmental Protection Manager; Waste Management, Northern California/Nevada** 2007 - Current

- The WM - Northern California/Nevada market area encompasses over fifty sites including landfills, transfer stations, and hauling operations.
- Responsible for managing environmental protection including:
  - Permitting
  - Reporting
  - Facility operating & compliance plans
  - Inspections
  - Site closures
- Assisted with the permitting/certification and plan compliance for
- Altamont's Landfill Gas to LNG Plant (Constructed in 2009)
- Wildlife Habitat Council - Wildlife at Work Program (various locations)
- On-site CLNG Fueling Stations (various locations)

**Senior Staff Scientist; LFR, Inc., Emeryville, CA** 2006 - 2007

**Air Quality Analyst; Ogden Environmental and Energy Services, San Diego, CA** 1998 - 1999

**Emissions Inventory Assistant; San Diego Air Pollution Control District, San Diego, CA** 1997 - 1998

## Education

**San Diego State University; San Diego, CA** 1998  
BS Degree, Biology and Ecology

## Certifications

- 40-Hr Hazardous Waste Operations and Emergency Response Training (HAZWOPER)
- 30-Hr OSHA General Industry Outreach Training
- CPR & First Aid Certified

Alex Oseguera  
Email: aoseguer@wm.com

## Experience

**Area Vice President;** Waste Management, *Sacramento, CA* Jan. 2007 - Current

- Overall responsibility for 17 hauling business units, 10 transfer stations, 3 landfills and 5 material recovery facilities.

**Market Area General Manager;** Waste Management, *Sacramento, CA* Jan.2006 -Dec. 2006

- Overall responsibility for 13 hauling business units, 6 transfer stations, 2 landfills and 4 material recovery facilities.

**Director of Operations;** Waste Management, *Lodi, CA* May 2000 - Dec. 2006

- Managed day-to-day operations for 13 hauling business units, 6 transfer stations, 2 landfills and 4 material recovery facilities.

**District Manager;** Waste Management, *Santa Clara, CA* Sept. 1998 - April 2000

- Managed day-to-day business for operating business unit that was predominantly an open market competitive environment.

**Director of Operations;** Waste Management de Mexico, *Mexico City, Mexico* June 1994 - Aug. 1998

- Overall responsibility for Waste Management's operating business units throughout Mexico. Cities included: Cabo San Lucas, Chihuahua, Ciudad Juarez, Guadalajara, Hermosillo, Mexicali, Mexico City, Monterrey, Tijuana and Toluca.

**Assistant Division Manager;** Waste Management, *Santa Ana, CA* Jan. 2004 - May 2005

- Taught multiple subjects in English to Honduran students
- Created curriculum used throughout the school year

## Education

**Georgetown University;** *Washington, DC* May 1992

MS Degree, Foreign Service (MSFS)

- The Edmund A. Walsh School of Foreign Service
- Concentrations: International Trade and Finance

**California State University, Stanislaus;** *Turlock, CA* May 1990

BA Degree, Foreign Service (MSFS)

- Minor: Business Administration

**University of Minnesota;** *Minneapolis, MN* Summer 1989

- Hubert Humphrey Institute
- Summer Program in Policy Analysis
- Chosen as Woodrow Wilson Fellow

Rebecca Parnes  
Email: rparnes@wm.com

## Experience

**Recycling Program Coordinator;** Waste Management, *Oakland, CA* April 2007 - Current

- Provide community outreach and technical support for recycle and compost programs in the form of waste assessments, service recommendations, training, and monitoring to help businesses, multifamily dwellings, and schools reduce waste sent to landfills
- Work with city staff to execute the waste reduction goals of their contracts with Waste Management Coordinate efforts with drivers, customer service, and billing to ensure the best service for our customers
- Maintain Alameda County Green business status and worked on team to achieve LEED Gold Certification for existing buildings for our 98th Ave. office.

**Environmental Education Assistant;** StopWaste.Org, *San Leandro, CA* May 2006 - Mar. 2007

- Taught 4th and 5th grade students on fieldtrips to the transfer station about waste reduction and the 4Rs
- Assisted with piloting a 4Rs summer program for day camps
- Trained new education assistants in program implementation

**Naturalist;** Hayward Shoreline Interpretive Center, *Hayward, CA* July 2005 - Aug. 2006

- Led interpretive field trips through the Hayward wetlands
- Created and conducted educational programming for weekend visitors and children at summer camp
- Worked as a team member assisting in program scheduling, creating and editing quarterly newsletters, and maintaining exhibits

**Environmental Educator;** Alameda County Resource Conservation District Oct. 2005 - April 2006

- Educated 4th grade students about the importance of protecting their watershed during classroom presentations
- Improved educational materials used during presentations

**Sixth Grade Teacher;** Day Star School, *Juticalpa, Honduras* Aug. 2004 - June 2005

- Taught multiple subjects in English to Honduran students
- Created curriculum used throughout the school year

**Camp Counselor;** Adventure Day Camp, *Walnut Creek, CA* Summers 2001 - 2003

- Led groups of 15-20 campers in art, sports, nature, and music activities

## Education

**Bard College;** *Annandale-on-Hudson, NY* Aug. 2000 - May 2004

BA Degree, Cultural Anthropology

- Conducted original ethnographic research in the Hudson Valley
- Produced a 150 page thesis on gender's role in the migratory experience of Mexicans to the region in search of work

## Certifications

- Alameda County Master Composter
- CPR and First Aid

## Proficiencies

- Microsoft Office Suite
- Spanish

Timothy Scott Reed  
Email: treed6@wm.com

## Experience

**Operations and Route Manager; Waste Management, Oakland, CA** April 2007 - Current

- Dispatch Management. Oversee dispatch of WM's Northern and Central Divisions totaling 202 routes and 296 commercial and residential drivers to ensure 100% coverage of 7 cities within the Alameda County greater area.
- Probationary Review Program. Mentor to all probationary drivers while in their 90 day probationary status. Gathering all information from both management and trainers to present in 30, 60 and 90 day review board to piers and upper management for retention.
- Train to Recovery Program. Administer Transitional duty program fluctuating between 12 to 20 drivers while in temporary injured status. Developing responsibilities within each drivers work restrictions to promote body hardening and moral in preparation for return to full duty.
- District Drug Employer Representative. Maintain and manage annual requirement within the total district for DOT compliance. Directly involved with the rehabilitation and return to work agreements with all drivers who have tested positive and entered into their Local 70 union Tap program

**Branch Logistics Manager; Apria Healthcare, Fairfield, CA** Dec. 2009 - Dec. 2010

- Managed multiple departments including, shipping and receiving department, Commercial Fleet and driver management as well as the Dispatch Department. Direct reports within all departments included 18 Apria Employees, 12 Commercial Drivers, 2 Transportation Leads, 1 Warehouse Lead and 3 warehouse clerks including 12 Apria Vehicles
- Effectively maintained personnel, Commercial vehicles and the Branch warehouse both individually and administratively in a readied state for random audits from FDA, JCAHO, CHP BIT Inspectors and in house Corporate Logistic auditors
- Held daily meetings with commercial driver technicians reviewing efficiency, annual training requirements, and route forecast along with known issues of the day before daily route departures

**Platoon Commander; United States Marine Corps Reserve, San Jose, CA** Aug. 1999 - Current

- Exhibited a high level of discipline as a Platoon Commander and Distribution Management Specialist in the Shipping and Receiving platoon consisting up to 60 plus Marines for 1st Beach and Terminal Operations Company, 4th Landing Support Battalion, 4th Marine Logistics Group in San Jose, CA
- Effectively conducted and schedule annual training and classes to Marines in preparation for mobilization and deployment
- Operation Iraqi Freedom Veteran (March 2003 to October 2003) duties included Unit Movement Coordinator in Camp Iwo Jima Iraq, Cargo Staging Specialist in Kuwait International Airport (February 2005 - June 2006) Managed main hub of distribution for all equipment that entered into to country for all services AL Taqaddum Iraq

## Education

**William Jessup University; San Jose, CA**  
General Education and Youth Ministries

Sept. 1997 - June 1999

## Military Awards

- (2) Navy and Marine Corps Achievement Medals, Presidential Unit Citation, Navy Unit Commendation, Selected Marine Corps Reserve Medal, National Defense Medal, Sea Service Deployment Ribbon, Global War on Terrorism Expeditionary Medal, Global War on Terrorism Service Medal, Armed Forces Reserve Medal, Certificate of Commendation, Meritorious Mast

Tom Ridder  
Email: tridder@wm.com

## Experience

**Senior District Manager; Waste Management, *Oakland, CA*** Feb. 2009 - Current

- Direct activities of 15 operational managers and 400 Teamsters' employees serving 192,000 Residential and 16,000 Commercial & Industrial customers spanning eight municipalities. Administer a budget with annual revenue of \$180M with an annual EBIT of 8%.

**District Manager, Transportation; Waste Management, *San Leandro, CA*** Jan. 2008 - 2009

- Direct activities of 6 operational managers and 200 teamsters for the flow of 2,500 tons of Municipal Solid Waste, compost, and recycling on a daily basis.

**District Manager; Empire Waste Management,** July 2005 - Aug. 2006

- Responsible for Hauling Company, MRF, and Customer Service Center, operating (initially) 100 routes with a total of 166 non-union employees, in 12 franchised areas with annual revenues of \$42M. Reversed negative performance in all measured areas, including service, safety, productivity, margins and maintenance CPH. Developed and controlled P&L for three separate business units (reduced to 2). Ensure municipal relationships with three County Boards and six City Councils. Successfully worked thru departure of Operating Engineers, local 3. Continued success with outside buyer in process of selling off major business unit. While business unit was sold as under performing, currently turned P&L from negative EBIT in 2005 to YTD-07 EBIT of 15%, and leading the Market in productivity vs. budget, YTD Service Machine Gold, and achieving HARR/TRIR improvement goals.

**Assistant District Manager; Alameda County, *Oakland, CA*** July 2003 - July 2005

- Direct activities of 10 operational managers and 300 Teamsters' employees serving 167,000 Residential and 15,700 Commercial & Industrial customers spanning eight municipalities. Developed and implemented multiple best management programs that significantly reduced year-over-year injuries (TRIR) and accidents (HARR). Worked in cooperation with Local 70 Teamsters to modify the current contract and empower managers to administer attendance control programs as well as disciplinary procedures. Created safety, fiscal, and customer service procedures that facilitated metrics drilled down to the route manager level. Catalyst in WMAC's largest recycling program start-up in history.

**Manager Cargo Services; American Airlines, *Boston, MA*** 2002 - July 2003

- Manage workgroup of union, non-union and contract personnel for AA Cargo. Responsible for 8 cargo managers over an operation that moved approximately 20,000 lbs of mail and 90,000 lbs of cargo daily to both domestic and international destinations worldwide.

**Manager Ramp Services; American Airlines, *Boston, MA*** 2000 - 2002

- Responsible for cabin service, fueling, line cargo operations for a 50 daily flight operation. Managed 350 union members, 10 customer service managers, administrative support staff, and 2 baggage management coordinators.

**Manager Services Terminal C; American Airlines, *Dallas/Ft. Worth, TX*** 1999 - 2000

- Operational shift responsibility at American's largest hub which dispatched over 500 daily departures. Managed 12 supervisors, 80 Crew Chiefs, and 200 support staff per shift.

**Ramp Manager; American Airlines, *Dallas/Ft. Worth, TX*** 1998 - 1999

- Coordinated all ramp activities for efficient utilization of aircraft. Responsible for briefing all functional units on variations from normal scheduled operations. Dynamic decisions concerning departure holds and their duration, equipment changes, gate parking, passenger handling, cargo handling and accommodation.



**Central Control Manager;** American Airlines, *Dallas/Ft. Worth, TX* 1998

- Created a new department which combined passenger services, ramp services, line control, American and American Eagle employees to obtain one control point for coordination and advocating of the best possible decision in regards to keeping passengers and bags together. During my interim as Central Control Manager D/FW, American's Largest Hub won the most improved dependability and baggage awards while in May of 1998 American was the Top rated airline in both dependability and baggage performance.

**Customer Service Manager;** American Airlines, *Dallas/Ft. Worth, TX* 1995 - 1998

- Supervised all phases of DFW operation including but not limited to deicing, cabin service baggage transfer, and ramp operations.

**Analyst;** American Airlines/American Eagle Field Services, HDQ, *Dallas/Ft. Worth, TX* 1992 - 1995

- Staff position responsible for ensuring AMR Corporate levels of service were maintained in all areas. Coordinated the development of field operating policies within American Eagle.

**Airport Operations Agent;** American Airlines, *Wichita, KS* 1985 - 1992

- All facets of Airport Operations including ticketing, weight and balance functions. Completed special project on South American task force while in this position. Participated in the start-up of eight separate stations in South American Countries. Promoted to Lead Agent in 1988.

## Education

**The Wichita State University;** *Wichita, KS* 1987  
BA Degree, Business Administration

**Butler County Community College;** *El Dorado, KS* 1984  
AA Degree

Eleanor Shaver  
Email: shaver@wm.com

## Experience

**Customer Service Representative;** Waste Management, *Oakland, CA* June 1986 - Current

- Dispatching clerk at 98th Ave.
- Service Machine Supervisor
- Service Machine/Dispatch Manager
- Manager for Operation Support
- Currently Central Dispatcher for A.M. Launch

**Customer Service Representative;** Oakland Scavenger Co., *Oakland, CA* Dec. 1981 - June 1986

- Customer Service Representative for all lines of business
- Billing, Book Keeping, Counting of MSC Job money
- Hot Line/Dispatching drivers and handling customer complaints

**Sales Representative;** Emporium Capwells, *Hayward, CA* June 1981 - Dec. 1981

- Led interpretive field trips through the Hayward wetlands
- Created and conducted educational programming for weekend visitors and children at summer camp
- Worked as a team member assisting in program scheduling, creating and editing quarterly newsletters, and maintaining exhibits

## Education

**Castro Valley High School;** Castro Valley, CA Oct. 1981

Jason Silva  
172-98th Ave. Oakland, CA 94603  
Email: jsilva4@wm.com

## Experience

**Contract Compliance Representative;** Waste Management, *Oakland, CA* 2004 - Current

- Manage franchise agreements for Cities of Albany and Emeryville and the Castro Valley Sanitary District.
- Experience in assisting management of franchise agreements for City of Oakland, Oro Loma Sanitary District and City of Hayward.
- Serve as day to day liaison between municipalities and WMAC.
- Formulate public education plans, community outreach efforts and diversion plans.
- Ensure compliance with reporting requirements,
- Facilitate price increases
- Prepare responses to RFP's / RFI's

## Education

**UC Riverside;** *Riverside, CA* 1999 - 2003  
BA Degree, Psychology

## Certifications

- Alameda County Master Composter
- CPR and First Aid

## Proficiencies

- Microsoft Office Suite
- Spanish

Barry Skolnick  
Email: bskolnic@wm.com

## Experience

**Area Vice President;** Waste Management, *California Bay Area* 2009 - Current

- Responsible for managing Northern California from King City to Fort Bragg including all collection and post collection assets.

**Market Area Manager;** Waste Management, *Puerto Rico* 2006 - 2008

- Responsible for managing Waste Management's business within the U.S. Commonwealth of Puerto Rico.

**Business Development Manager;** Waste Management, *Hayward, CA* 2002 - 2006

- Responsible for acquisition and divestitures for the WM-Southern Group.

**President/Owner;** Allcycle Sanitation 1999 - 2004

- Private port-o-let and storage container business in Atlanta, Georgia. Portion of business was sold to ADCO International, Inc. d/b/a Blu-John in June 2004.
- Private waste collection and recycling business located in Atlanta, Georgia. Portion of business was sold to Waste Management December 31, 2001.

**Officer/Owner;** Greater Atlanta Sanitation, *Atlanta, GA* 2002 - 2006

- Private waste collection and recycling business located in Atlanta, Georgia. We sold the business to Waste Industries August 28, 1998.

**Attorney;** Attorney, *Juticalpa, Honduras* 1999 - 2000

- Managed and operated private law practice. Area of practice included Corporate Formation, Business Law, Commercial and Contract litigation, Title VII, Trust & Estates & Personal Injury.

**Camp Counselor;** Adventure Day Camp, *Walnut Creek, CA* Summers 2001 - 2003

- Led groups of 15-20 campers in art, sports, nature, and music activities

## Education

**University of Georgia School of Law;** *Athens, GA* 1990  
Juris Doctor

**University of Georgia;** *Athens, GA* 1987  
BA Degree, Risk Management and Finance

Fred Slaats  
Email: [aslaats@wm.com](mailto:aslaats@wm.com)

## Experience

**Route Manager;** Waste Management, *Oakland, CA*

**Real Estate Agent;** Golden Valley Mortgage and Realty Services, *Pleasanton, CA* 2001 - Current

- Worked as a Real Estate agent
- Originated home loans
- Originated Private Money loans

**Division Manager;** United Parcel Service, Inc., *Oakland, CA* 1998 - 2001

- Responsible for 700+ employees, including 7 managers.
- In addition to all operations manager responsibilities;
- Train, motivate and hold managers accountable to best perform their jobs.
- Responsible for overall operating budget for the division.
- Monitor career development of management.
- Responsible for company policies, procedures, and compliance in regards to all employees and the 3 facilities assigned to me.
- Personal involvement and leadership in our division Safety Committee meeting and volume development groups.

**Labor Relations Manager;** United Parcel Service, Inc., *Oakland, CA* 1996 - 1998

- Hold workshops to train management to adhere to collective bargaining agreement.
- Prepare and present cases for grievance panels if solutions could not be found.
- Establish relationship with union officials to minimize any labor dispute groups.

**Operations Manager;** United Parcel Service, Inc., *Oakland, CA* 1986 - 1996

- Responsible for 100+ employees.
- Utilize all supervisory skills learned to lead by example.
- Responsible for promotion, training and development of management and non management employees to perform functions needed to prepare and deliver 200+ package cars.
- Incorporate the skills of staff managers that support operations to best benefit the operation.
- Maintain building and fleet to impeccable standards.
- Train management to adhere to collective bargaining agreement.
- Establish and oversee safety committee composed of management and non-management to cultivate a safe work environment.
- Visit high volume accounts to improve customer relations.
- Establish annual operating budget and responsible to control all costs to maintain that budget.
- Establish relationships with union officials to minimize any labor disputes.
- Prepare cases for grievance panels if solutions could not be found.

**Operations Supervisor;** United Parcel Service, Inc., *Oakland, CA* 1979 - 1986

- Responsible for 25+ employees.
- Training of employees to safely and productively unload trailers, sort packages, load delivery vehicles, and deliver routes to maximize customer satisfaction.
- Dispatching of 50 cars daily to maximize efficiency of delivery routes.
- Hold accountable all employees for company policies, production, quality control, safety, attendance, and integrity to best minimize costs.
- Developed improved processes for all job functions.
- Assist customers on a daily basis to maintain customer satisfaction and retain business.

Pre-loader; United Parcel Service, Inc., *Oakland, CA*

1976 - 1979

- Non management position where I learned all applicable jobs to prepare delivery vehicles for package car drivers. Delivery driver as "on call" basis only.

## Education

Chabot College; *Hayward, CA*

1977

AA Degree, General Education

## Proficiencies

- Professional, well spoken, positive, enthusiastic, persistent, good at problem solving, great initiative, professionally aggressive yet very diplomatic, ability to deal with all levels of employment in a professional but friendly manner, ability to coach those assigned to me.
- I have an Extensive list of training and development schools through UPS career path. Many of which I attended and later taught. Standard Basic Training for Supervisors, Management Leadership Workshops, Safety Training Schools, Labor Relations Workshops, etc.

Jerry Sobrero  
Email: jsobrero@wm.com

## Experience

### **Revenue Manager; Waste Management, Oakland, CA**

July 2005 - Current

- Responsible for managing billing department, 7 billing clerks, 3 supervisor and 1 collection specialist.
- Maintain data integrity of billing data base to insure billing and contract accuracy. 233,000 customers with a 10% turn over in 20 different franchises plus open market
- Implement price increases and implement contractual changes for franchises
- Support accounting, municipal contract, sales and finance departments with data, analysis and training
- Support Operations and routing efficiency team for reroute, productivity
- Support districts with data management and process improvement.

### **Compliance Auditor; Waste Management, Oakland, CA**

July 2003 July 2005

- Responsible for Market Area drug and alcohol program for DOT and labor agreement compliance. Managed Driver Qualification programs. Worked on automated routing systems. Developed new tools to automate manual routing processes. Worked on payroll systems to develop systems to monitor DOT hours of compliance. Provided operational and technical support to hauling companies and post collection facilities.

### **Region Safety Specialist; Waste Management, Oakland, CA**

Nov 2001 July 2003

- Audit district safety programs, develop improvement action plan and monitor. Trained management in safety standards and practices, driver safety, driver observations, etc. Chaired corporate committee to develop standardized training for all lines of business. Worked on PPE and Temporary Labor committees for corporate.

### **Transfer Station Manager; Waste Management, Oakland, CA**

Sept 1991 July 1997, Sept 1999 Nov 2001

- Direct the daily operations of one of the largest solid waste and recycling transfer stations in the country. Develop and maintain budgets. Develop new processes for recycling. Managed scale houses to process inbound and outbound transactions, reporting and security.

### **Landfill Supervisor; Waste Management, Oakland, CA**

July 1997 -Sept 1999

- Responsible for daily operations of municipal solid waste landfill, safety training

### **Route Supervisor; Waste Management, Oakland, CA**

July 1991 - Sept 1991

- Responsible for productivity and safety on collection routes. (Driver) Operated rear and front load trucks.

### **Route Driver: Waste Management, Oakland, Ca**

April 1981 -July 1991

## Education

### **University of Phoenix; San Ramon, CA**

June 1993 \_ June 1995

BS Degree, Business Administration

## Certifications

- SWANA Certified Manager of Landfill Operations (Expired)
- CPR and First Aid

## Proficiencies

- Billing System Expert, Routing Systems, Post Collection Data Systems, Windows, Word, Excel, Outlook, PowerPoint, Map point, routing systems
- Hospital Corpsman, United States Navy
- 40 Hour OSHA Hazardous Material Training

David Tucker  
Email: Dtucker2@wm.com

## Experience

**Director of Community and Public Relations; Waste Management, *Oakland, CA*** 2008 - Current

- Supervise and manage Community and Public Relations team located in various sites within the CA Bay Market Area
- Provide strategic community and public relations guidance to the Area Vice President and the CA Bay Leadership Team.
- Liaison between company and elected officials, community, civic and business leaders.
- Facilitate, organize, and manage franchise contract negotiations with members of the CA Bay Leadership team

**Municipal Affairs Manager; Waste Management, *Oakland, CA*** 2004 - 2008

- Oversee municipal franchise agreements.
- Liaison between company and elected officials, community, civic and business leaders.
- Coordinate Community Benefits program.
- Coordinate local political research and analysis.
- Develop and Coordinate strategic communications outreach
- Oversee the day to day relationship of 2 consultant groups.
- Designated company spokesperson.

**Division Manager; Local Government and Community Relations, *Oakland, CA*** 2001 - 2004

- Managed the day to day activities of the Local Government and Community Relations activities throughout the BART service areas.
- Developed strategic outreach programs focusing on city and county elected officials, civic, business and community stakeholders.
- Advanced legislative and community initiatives developed by members of the BART Board of Directors.
- Developed and Coordinated strategic communication program

## Education

**California Polytechnic State University; *San Luis Obispo, CA***

Aug. 2000 - May 2004

BA Degree, Political Science and Public Administration

## Proficiencies

- Nearly 20 years of experience in the field of Community and Government Relations.
- Government Relations experience at the City, County, State and Federal Level
- Over 7 years as trained media spokesperson



Michael Witt  
Email: mwitt@wm.com

## Experience

**Director of Operations; Waste Management, Inc., Sacramento Nevada Area** 2002 - Current

- Full responsibility for Market Area field operations, 17 hauling operations, 6 transfer stations, 7 material recovery facilities, 2 landfills, \$280M+ in annual revenue, 1,000+ employees, 400+ routes.

**District Manager; Waste Management, Inc. Sacramento & Woodland Districts** 1999 - 2002

- General management and full P&L responsibility for Sacramento and Woodland locations including operations, sales, accounting, customer service, safety, and maintenance. Sacramento operation summary: 4 sites, \$40M annual revenue, 240+ employees, 120+ trucks, 40,000+ customers.

**Area Manager, Corporate Training & Employee Development; Browning-Ferris Industries** 1996-1999

- Responsible for improving management effectiveness in the western US and Canada through training and special projects.

**Market Place Sales Manager; Browning -Ferris Industries** 1994 - 1996

- Responsible for revenue and profitability growth of municipal solid waste, medical waste, recycling, and portable services for northern California. Managed and trained staff of four sales managers, twenty-three sales representatives and three administrators. Customer base of 9,400 producing \$23,000,000 in revenue.

**District Sales Supervisor; Browning-Ferris Industries** 1993-1994

- Responsible for training and supervising five sales representatives and managing major accounts.

**Sales Representative; Browning -Ferris Industries** 1990 - 1992

- Responsible for revenue growth of commercial solid waste services in Sacramento territory through obtaining new customers, increasing revenue on existing accounts, and retaining existing accounts through negotiations and resolution of all customer service issues.

**Sales Representative; Kendall Healthcare** 1992 - 1993

- Responsible for growth of critical care product sales in northern California and Nevada. Sold product to physicians, nursing staff, and materials management committees. Trained entire hospital staff on disease prevention and product use. Negotiated sales contracts with national hospital buying associations, HMO's, and distributors.

## Education

**California State University; Sacramento, CA** 1986 - 1990  
Bachelor of Science, Business Administration - Finance

## Proficiencies

- DDI and Zenger Miller certified instructor
- Proficient in Microsoft applications
- Folsom High School boys basketball coach
- Board Member, Folsom Youth Basketball Association

Troy Zimmer  
Email: tzimmer@wm.com

## Experience

**Technical Support Manager; Waste Management, Oakland, CA** 2008 - Current

- Managed and supported ad-hoc projects for Market Area hauling and post collection districts. Reviewed all safety and compliance regulations with District Managers and jointly developed solutions. Interacted with route managers, drivers and facility management at each location on the top four causes of accidents and injuries in each district.
- Developed district action plans for areas of improvement related to accidents and injuries.
- Developed New Hire on boarding training program

**Safety Manager; Waste Management, Oakland, CA** 2003 - 2008

- Managed new hire training program for market area, spanning over five states. Developed training curriculum for CDL drivers, dispatchers, and all management employees. Developed weekly and monthly analysis on accidents and incidents in the market area. Conducted weekly “safety calls” to review accidents and share best practices.
- Consolidated ten day training program into five day program, increasing the amount of “field time” for all employees.
- Reduced accident / incident rates by 12% year/year.
- Developed “train the trainer” program for all market areas and provided on-site assessments.
- Improved quality of field observations via ride-along in the field.

**Route Driver; Solano Garbage Co., Fairfield, CA** 1987 - 2000

- Route driver for residential and commercial.
- Operated several pieces of equipment.
- Operated all lines of business, commercial and residential

## Education

**Napa Valley College; Napa, CA**  
Administration Justice

**Napa High School; Napa, CA**  
Diploma, General Education

## Proficiencies

- Commercial defensive driver training/ New hire driver training
- Certificate of Achievement, Dale Carnegie Public Speaking
- Committed Safety Manager with twenty-two years of experience including route driver, route manager and equipment trainer in FEL, REL, RO, ASL, SL and forklift loader.
- Proficient in OSHA, DOT, NEC, EPA NFPA code(s), ensuring implementation and compliance with regulatory agencies.

## APPENDIX E. LITIGATION HISTORY

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## Appendix E. Litigation History

Date Filed	Caption	Court	Case #	Description
07/25/03	Smurfit Recycling Company v. Waste Management of Alameda County	Alameda County Superior Court	RG03108548	Complaint arising out of a September 1997 recycling agreement with Smurfit. Settled.
05/20/05	State of California v. Oakland Scavenger Co.	Alameda County Superior Court	VG05213915	Condemnation action by the State to condemn part of the Altamont Landfill for expanding the South Bay Aqueduct facility. Settled.
10/20/06	Galvez, et al. v. Waste Management, Inc., USA Waste of California, Inc., et al.	San Diego County Superior Court	GIC 874398	Class action complaint alleging wage theft/time shaving, failure to pay overtime, failure to provide meal periods, failure to authorize and permit periods, among other allegations. Case was ordered coordinated with Valdivia in San Diego Superior Court. Settled.
03/16/07	Valdivia, Isidro, et al v. Waste Management, Inc., et al.	Alameda County Superior Court	HG073116167	Class action complaint alleging wage theft/time shaving, failure to provide adequate meal periods and rest breaks, failure to maintain appropriate payroll records, among other allegations. Case was ordered coordinated with the Galvez case in San Diego Superior Court. Settled.
07/12/07	People ex rel. John Russo; City of Oakland v. Waste Management of Alameda County, Inc.	Alameda County Superior Court	RG07-335086	Action alleging breach of contract and seeking injunctive relief in connection with WMAC's labor negotiations with Local 70. Settled.

With respect to the City's request for "claims", "settlements", and "arbitrations", the Company's legal database does not track these types of matters unless the underlying disputes are litigated. As such, we are not able to completely research these categories in a reasonable manner. However, we refer the City to the settled litigation disclosed above, and the following additional settlements made in recent years with Bay Area municipalities:

City of Livermore Franchise Matter. The City of Livermore claimed WMAC breached its collection franchise agreement with the City by failing to provide an audited financial statement for the final year of the agreement and to pay additional franchise fees related to

the handling of certain materials. WMAC claimed the City undercompensated the Company for its handling of certain materials and failed to pay increased costs associated with government fees and to reimburse the Company for an overpayment in franchise fees. Settled in 2012. North Port of Oakland Matter. WMAC, City of Oakland and City of Alameda reached a settlement in 2010 regarding alleged contamination emanating from a closed inert materials landfill operated by WMAC's predecessor company in the 1950s. Castro Valley Sanitary District Settlement. WMAC reach a settlement agreement in 2007 regarding contractual claims under the parties' Franchise Agreement, and arising from the 2007 labor dispute between WMAC and Teamsters Local 70.

The proposer must also provide details of any current or threatened legal actions in California against the proposer or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the proposer or its parent company for services relating to Solid Waste management, or against such a government entity by the proposer or its parent company or joint venture company(ies).

Date Filed	Caption	Court	Case #	Description
08/10/11	Waste Management of Alameda County, Inc. v. City and County of San Francisco, et al.	San Francisco County Superior Court	CPF-11-511502	Writ of mandate and declaratory relief action, challenging the City and County of San Francisco's disposal contract award to Recology.

The proposer shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, Air Quality Management District, State Water Resources Control Board, or a Local Enforcement Agency under the California Integrated Waste Management Act.

The chart below lists enforcement actions from the past five years taken against Waste Management of Alameda County, Inc. <sup>1</sup>

Site Name	Date	Nature of Violation/Resolution	Issuing Agency
WM of Alameda County	01/04/08	\$420 penalty assessed in connection with Inspection No. 310062476 and following an accident in which a worker guiding a backing truck was pinned against a waste container and suffered a cut leg.	OSHA
Livermore Dublin Disposal	09/18/08	It is alleged that the annual 2008 compliance sample taken from the facility's interceptor on September 16, 2008 indicated that pH level was 5.77 units, which is outside the 6.0 to 9.0 acceptable pH range. No penalty assessed. The facility believes this was the result of a sampling error and there have not been any further issues. The facility closed in 2010.	Livermore Water Resource Division

<sup>1</sup> Because of the number of categories of matters that could be responsive to the City's request for enforcement actions, we have focused our regulatory report on history we believe to be most relevant to the City's assessment of our ability to perform the proposed services – i.e., environmental notices of violation and safety-related penalties paid in OSHA matters.

Site Name	Date	Nature of Violation/Resolution	Issuing Agency
Davis Street Transfer Station	05/11/10	\$750 penalty assessed in connection with Inspection No. 312359714 and citation regarding insufficient fall protection.	OSHA
Davis Street Transfer Station	09/28/10	As a result of a February 10, 2010 inspection it is alleged that the facility had several water quality violations relating to the management of storm water and implementation of best management practices. No penalty assessed. The facility is continuing to work with the CRWQCB to improve storm water quality at this location.	CRWQCB
WM of Alameda County	10/04/10	It is alleged that the facility improperly handled electronic and universal wastes during a bulky item pick-up. No penalty assessed. The facility implemented additional training for employees and procedures to follow during bulky pick-ups.	DTSC
Altamont Landfill and Resource Recovery Facility	09/29/11	During a routine inspection it is alleged that the facility accepted MRF fines that had unacceptable levels of MSW residue and the material was being improperly used. No penalty assessed. The facility is working with the agency to identify appropriate uses for this material.	Alameda County LEA
Altamont Landfill and Resource Recovery Facility	05/03/12	It is alleged that on April 24, 2012 approximately 1500 gallons of leachate was released while filling the water truck. No penalty assessed. Training was conducted for employees operating the water truck to ensure they monitor while filling.	SFRWQCB

The proposer shall inform the City if it has had a permit, franchise, license, entitlement or business license that has been revoked or suspended in the last five (5) years.

There are no such matters to report.

The proposer must list any liquidated damages, administrative fines, charges, or assessments that total Ten Thousand Dollars (\$10,000) or greater in any one (1) calendar year during the last five (5) years that have been paid by the proposer to a public agency as a result of Collection services provided by the proposer.

Site Name	Date	Description
WM of Alameda County	2007	\$58,800 paid in 2007 to the Oro Loma Sanitary District Public Education Fund to settle claims by the District that WMAC failed to deliver carts to 392 customers in 2006 within the contractually required timeframe.
WM of Alameda County	2008	\$23,250 paid in 2008 to the Oro Loma Sanitary District Public Education Fund to settle claims by the District that WMAC failed to deliver carts to 155 customers in 2007 within the contractually required timeframe.

The proposer must list any claims against a bid, proposal, or performance bond and the results and failure to receive a bid, proposal, or performance bond, or any contractual defaults or termination in the last twenty (20) years.

There has been one instance of a claim against a "bid, proposal, or performance bond" in recent years. In connection with proposer's 2007 labor negotiations with Local 70, the City of Oakland initially tendered a claim against the performance bond and corporate guaranty in place for WMAC's current collection franchise with the City; however, the issues were ultimately resolved. For the remainder of the twenty year-history requested by the City, to the best of our knowledge, there are no such issues to report.

There have been no material contract defaults that have resulted in contract termination. The proposer has entered into thousands of service agreements with individuals and entities over the past twenty years and, as such, some may have been terminated for a variety of reasons; however, the proposer does not track such terminations in a centralized fashion.



## APPENDIX F. LABOR AGREEMENTS

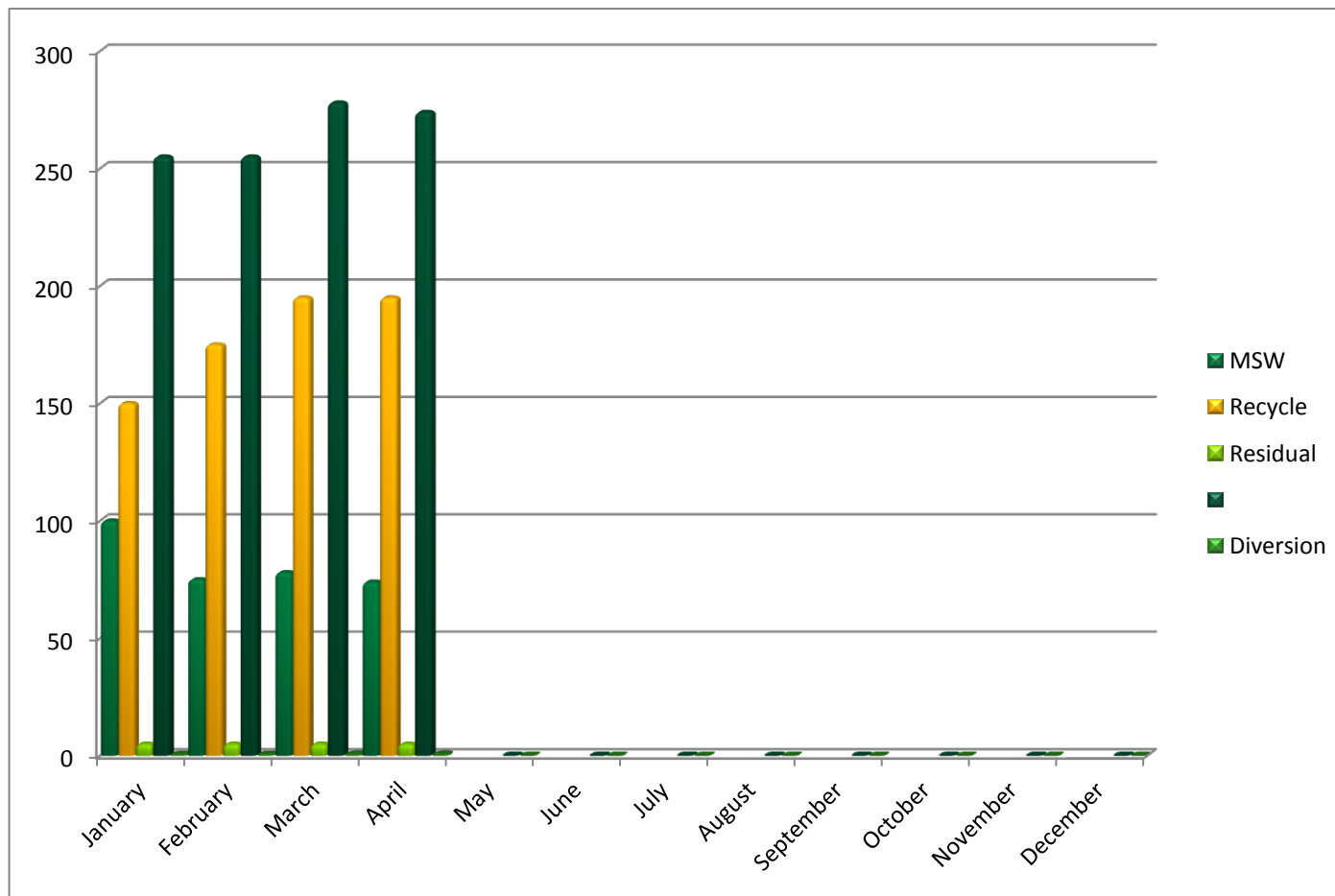
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## APPENDIX G. SAMPLE REPORTS

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City of Oakland  
Recycling and Disposal Progress Report  
Monthly Detail 2012

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total	Average
# of Single Family Dwellings														
# of Multi Family Dwellings														
# of Commercial Accounts														
# of Roll Off Accounts														
# of City Facilities														
Tonnage Delivered to Processing Facility without processing														
Single Family Dwellings														
Multi Family Dwellings														
Commercial														
Roll Off														
City Facilities														
Delivered by City Vehicles														
Total Tons Delivered to Processing Facility without processing														
Tonnage Diverted														
Single Family Dwellings														
Multi Family Dwellings														
Commercial														
Roll Off														
City Facilities														
Delivered by City Vehicles														
Total Tonnage Collected														
Tonnage Produced by Processing - finished product														
Compost														
Mixed Paper														
Feedstock for Biomass														
Refuse derived fuel														
Material Diverted														
Aluminum														
Glass														
Newspaper														
Cardboard														
Mixed Paper														
Plastics														
HDPE - Natural														
HDPE - Colored														
Tin														
Organics														
Brush / Greenwaste														
Christmas Trees														
Bulky Item tonnage														
Number of Bulky Items														
# of Motor Vehicle Accidents														
# of Property Damage Claims														
# of Non-Collection Notices														

Highlights

Waste Management is proud of the accomplishments we've achieved in partnership with the City of Oakland so far this quarter:

- Insert Public Outreach and information activities
- Insert Recycle and Organic material issues or conditions
- Insert Operational Changes

[Use the 2012 EPA WARM Model Excel Calculator at to calculate visual savings and results. Fill in Happy Facts below based on WARM Model results.](#)



conserving  
xxx gallons of gasoline



removing the annual emissions from  
xxx cars off the road



conserving  
xxx propane cylinders for home bbqs



greenhouse gas emissions reduction of  
xxx metric tons of CO2 equivalent



conserving  
xxx barrels of oil



## City of Oakland

### Bulky Item Data

	SFD Annual Pick Up	SFD Pay-As-You-Go	MFD Annual Pick Ups	MFD Pay-As-You-Go	Service Recipient Pay-As-You_go
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Year to Date					

	# of Set outs Collected	# of Not Outs	# Greater than 3 CY	# of setout not collected	Tons disposed at Landfill	Tons diverted from LF
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Year to Date						

	Televisions	Refrigerators	CPU's	Printers	Computer Monitors/CPU's	Tires	Mattresses
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							
Year to Date							





## City of Oakland

Non Collection Notices

Date	Name	Address	Zip	Reason
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## City of Oakland

### Motor Vehicle Accidents

Co	Cust#	Name	Address	City	State	Date of Complaint	Complaint	Resolution	Date
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## City of Oakland

### Property Damage Claims

Co	Cust#	Name	Address	City	State	Date of Complaint	Complaint	Resolution	Date
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City of Oakland  
Customer Service Call Summary

Co	Cust#	Name	Address	City	State	Date of Complaint	Complaint	Resolution	Date
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## City of Oakland

### Customer List

Container Size	# of containers	Type of Matertial	Location of Container	Name	Address	Zip
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## City of Oakland

### Equipment Summary

Vehicle #

Chassis ID#

Body ID#

License #

Model Year

## APPENDIX H. TECHNICAL INFORMATION ON FACILITIES

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