



Our landfill gas capture rate exceeds 90% – far surpassing the U.S. EPA's estimated industry average of 75%. In fact, a BAAQMD inspector recently commented that we have the most contained landfill he's ever seen. Now that's a compliment!

– Tianna Nourot, Environmental Protection Manager
The Altamont Landfill



I want to commend Waste Management and Linde North America because they have really been a terrific partner of the State of California and our environmental efforts.

– Linda Adams, Secretary for Environmental Protection
California Environmental Protection Agency



6. FORMS

All proposers must complete Disposal Services Forms 1 through 12, in the order they are listed at the end of this Section. However, proposers are not required to complete Disposal Services Form 3 if they elect to provide a letter of credit as proposal surety or they elect to provide a proposal bond that is substantially the same as that provided in Disposal Services Form 3. Proposers providing a “delivery” facility must also complete Disposal Services Form 13. Except for Disposal Services Form 3, proposers shall use only the forms and format provided. Any deviation from those provided forms may be grounds for rejection of the entire proposal. Specific Forms for use by the Disposal Services proposers are included at the end of this Section. All Forms will be distributed electronically as Word documents.

DISPOSAL SERVICES FORM 1

DISPOSAL TIPPING FEE PROPOSAL AND PAYMENT TO CITY: SUMMARY AND SIGNATURE

In preparing the Disposal Tipping Fee Proposal Forms proposers should be aware of the following:

- All Disposal Tipping Fees proposed on these forms for **City of Oakland** shall be fixed through June 30, 2016 and should reflect service requirements and all one time and annual payments including franchise fees as specified in the Disposal Services Contract.
- Proposer must complete Disposal Services Form 1 if they are to be considered for Contract Award.
- Proposer shall ensure that **ALL** Government fees and charges are included in the Proposed Disposal Tipping Fee.

The Undersigned hereby certifies as follows:

- That **WMAC** has personally and carefully examined the specifications and instructions for the work to be done as set forth in this RFP.
- That **WMAC** has made examination of the services as applicable to the Proposal, and fully understand the character of the work to be done.
- That **WMAC** agrees to pay the CITY the Procurement Reimbursement Cost within thirty (30) days of execution of the Disposal Services Contract.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the Contract, at the service rates set forth on Disposal Services Form 2 - Disposal Tipping Fee.

Note: Signatures shall be in accordance with Section 4.22.3 of this RFP.

PROPOSER

Waste Management of Alameda County, Inc.

Signature

Print Name and Title

Barry Skolnick, President, Waste Management of Alameda County, Inc.

Signature

Print Name and Title

Robert Longo, Vice President & Assistant Secretary

Firm/Trade Name

Waste Management of Alameda County, Inc.

Individual: ☐ Partnership: ☐ Joint Venture ☐

Corporation ☒ A **California** Corporation (State of Incorporation)

Date **1/9/2013**

DISPOSAL SERVICES FORM 1
DISPOSAL TIPPING FEE PROPOSAL AND PAYMENT TO CITY: SUMMARY AND SIGNATURE

Signature Instructions:

Two (2) corporate officers must execute proposals by corporations in the corporate name. The original proposal submitted must be signed as an original. One signature must be from the chairman, president, or vice-president and the other signature must be from the chief financial officer, assistant treasurer, secretary, or assistant secretary. The state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

Proposals must be signed by a corporate officer authorized to negotiate and bind the proposer contractually.

DISPOSAL SERVICES FORM 2 DISPOSAL TIPPING FEE

Instructions for Completing Form 2.

Each Proposer may only provide one (1) Disposal Services Form 2 with its Disposal proposal.

In accordance with Section 1.2 of this RFP, proposers may include the cost of providing a “delivery” site where materials may, at the sole discretion of the City and the MM&O Contractor, be delivered by the City or the City’s MM&O Contractor for transport by the Disposal Services Contractor to the Disposal Facility. If the cost of providing “delivery” site and transportation services are included in the Disposal Tipping Fee they must be included as part of the Disposal Fee Element provided on this Disposal Services Form 2.

Proposers should note that the City is NOT requesting an optional Disposal Tipping Fee for the provision of a “delivery” site other than the proposed Disposal Facility and the transportation of material delivered to that “delivery” site by the City and the MM&O Contractor to the Disposal Facility. Instead, the City is providing proposers the ability to include the cost of proving such services in its proposed Disposal Tipping Fee at their discretion.

The Form shall include the following information:

1. Governmental Fee Element. Complete the Governmental Fee Elements portion of the Form for the first period (Column A). *Note: The Government Fees as of July 1, 2015 (Column B) will be completed as the information is available. Alameda County Fees listed in rows 1, 2, and 3 must be included regardless of where the proposed Disposal facility is located. Governmental fees listed in the following rows should be completed based on the location of the proposed Disposal Facility.*
2. Disposal Fee Element. Complete the Disposal Fee Element portion of the Form (Line 12) for the date the proposal is due (Column A) and the first day of operation (Column B). *Note: the Disposal Fee Element in Columns A and B must be the same.*
3. Total Disposal Tipping Fee. Complete the Total Disposal Tipping Fee portion of the Form (Line 13) for Column A only. *Note: the Total Disposal Tipping Fee for Column B will be completed as the Governmental Fee Element information becomes available.*
4. Multi-Service Discount. Complete the Multi-Service Discount portion of the form (Line 14). *Note: Proposers may propose any percentage discount including 0% but must complete Line 13 of the Form if they are proposing on more than one (1) Service Group. Proposers who are only proposing on Disposal Services (Service Group 3) should mark Line 14 as NA. The Multi-Service Discount, if applicable, will only be applied to the Disposal Fee Element. Proposers should note that, as described in Article 6 of the Contract, the annual franchise fee is a specific amount and not based on a percentage of the Disposal Tipping Fee. Accordingly, in the event of a multiple service award, the Multi-Service Discount will **NOT** be applied to the franchise fee amount set forth in Article 6 off the Contract.*
5. Annual Disposal Fee Element Adjustment. Proposers must provide a methodology for adjusting the Disposal Fee Element of the Disposal Tipping Fee during the term of the Disposal Services Contract. Article 6 of the Disposal Services Contract provides details of certain restrictions related to the annual adjustment of the Disposal Fee Element that proposers must incorporate into their adjustment methodology. Proposers may propose to adjust the Disposal Fee Element of the Disposal Tipping Fees in a variety of ways:
 - Proposers may propose the actual Disposal Fee Element for each year of the

DISPOSAL SERVICES FORM 2
DISPOSAL TIPPING FEE

Contract, except as set forth in Article 6 of the Contract;

- Proposers may propose a flat percentage change in the Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract;
- Proposers may propose a percentage change in the Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract, based on changes in a single index, such as the Consumer Price Index (CPI);
- Proposers may propose a percentage change in the Disposal Fee Element for each year of the Contract, except as set forth in Article 6 of the Contract, based on changes in multiple indices, such as the Refuse Rate Index (RRI); and
- Proposers may propose other methods for adjusting the Disposal Fee Element, except as set forth in Article 6 of the Contract.

DISPOSAL SERVICES FORM 2 DISPOSAL TIPPING FEE			
	Governmental Fee Elements	Fee Amount/Ton	
		Column A	Column B
Row	Agency	January 9, 2013	July 1, 2015
1.	Alameda County "Measure D" Fee	<u>\$8.23</u>	
2.	Alameda County Waste Management Authority Facilities Fee	<u>\$4.34</u>	
3.	Alameda County Waste Management Authority Household Hazardous Waste Fee	<u>\$2.15</u>	
4.	State of California (AB 939/1220) Fee	<u>\$1.40</u>	
5.	County Open Space Fee	<u>\$1.66</u>	
6.	Local Enforcement Agency Fee	<u>\$0.38</u>	
7.	City/County Business License Fee	<u>\$0.95</u>	
8.	County Planning Department Fee	<u>\$0.08</u>	
9.	<u>State Water Control Board</u> Fee	<u>\$0.03</u>	
10.	<u> </u> Fee	<u>\$0.00</u>	
11.	Total Governmental Fee Elements	<u>\$19.22</u>	
	Tipping Fee Element	Disposal/Ton	
12.	Disposal Fee Element	<u>\$29.28</u>	<u>\$29.28</u>
13.	Total Disposal Tipping Fee (Governmental Fee Element Plus Tipping Fee Element)	<u>\$48.50</u>	
14.	Multi-Service Discount (Percentage)	<u>0.00%</u>	
15.	Disposal Fee Element Adjustment Methodology	<u>Please provide on a separate sheet.</u>	

**WM Alameda County Additions to Disposal Services Collection Services Form
Form 2A – Supplemental Attachment**

**WMAC's Disposal Fee Adjustment Methodology into the Altamont
Landfill**

WMAC's disposal cost for City of Oakland residual waste as well as adjustments to the rates are the sum of three adjustments. The three adjustments are as follows:

1. **Base Rate:** The Base Rate is the disposal cost tip fee payable to WMAC for Oakland's disposal into the proposed Altamont Landfill. The Base Rate is subject to a Refuse Rate Index as set forth in *Exhibit A: RRI Adjustment to the Base Rate*.
2. **Governmental Disposal Fees & Taxes:** Governmental Disposal Fees and Taxes are in addition to the Base Rate tipping fee and increases in the Base Rate due to the RRI. Current Governmental Fees and Taxes are set forth in *Table B: Pass-Through Governmental Disposal Fees & Taxes*. All current and future Governmental Disposal Fees & Taxes as well as increases or new Governmental Disposal Fees and Taxes are a pass through and in addition to the Base Rate tipping fee and increases in the Base Rate tipping fee due to the RRI.
3. **Oakland Franchise Fees:** Oakland's Franchise Fees and increases in Franchise Fees tied to RRI are in addition to the Base Rate tipping fee and Governmental Disposal Fees & Taxes and are a pass through. An example of the application of Oakland Franchise Fees, increases in Franchise Fees tied to RRI and the impact of declining disposal volume on the cost per ton pass-through are set forth in *Table C: Pass-Through Oakland Franchise Fees* below.

It is WMAC's intent that all Governmental disposal fees and taxes, of every kind and such increases from time to time as well as Oakland's disposal Franchise Fees and such increases are a straight pass-through and payable by the SG1-MMO and SG2-RR provider(s) transferring Oakland's residual disposal to the Altamont landfill.

**WM Alameda County Additions to Disposal Services Collection Services Form
Form 2A – Supplemental Attachment**

Table A: RRI Adjustment to the Base Rate

Oakland SG#3 RRI Adjustment (Example)					
Base Rate Adjustment effective 7/1/XX					
Per contract: BLS RRI tables are 12-month period vs. Prior 12-month period ending December 31.					
Item#	Category	Data Source	RRI Percentage Change	Item Weight	Calculated Rate Adjustment Pct.
1	Labor	Tied to Local 6 Landfill CBA	3.00%	0.00%	0.00%
2	Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel	2.05%	0.00%	0.00%
3	Vehicle Replacement	Series ID: pcu336211336211 Truck, bus, car and other vehicle bodies, for sale separately	1.47%	0.00%	0.00%
4	Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks	1.59%	0.00%	0.00%
5	All Other	Series ID: cuura422sa0 Consumer Price Index, All Urban Consumers, All Items Bay Area	2.60%	0.00%	0.00%
			Total	0.00%	0.00%
Applied RRI to Disposal Fee Element					0.00%

**WM Alameda County Additions to Disposal Services Collection Services Form
Form 2A – Supplemental Attachment**

Table B: 2012 Disposal Fees & Taxes (Pass Through)

As of 2012, below are the current Governmental fees and taxes associated with disposal of waste into WMAC's Altamont landfill. Any increases in Governmental fees & taxes from 2012 until the inception of the SG3-Disposal contract (7/1/2015) shall be added to the 2012 Governmental fees and taxes and deemed a pass-through. All future increases in Governmental fees and taxes on disposal shall be deemed a pass through. All present and future Governmental fees and taxes and all such increases shall be a pass through and added to the base rate.

Table B: Pass-Through Governmental Disposal Fees & Taxes

Agency	Base Fee (2012)
California Integrated Waste Management Board (AB1220) Fee	\$1.40
Local Enforcement Agency (ACSWMD) Fee	\$0.38
Business License (County) Fee	\$0.95
"Measure D" Fee	\$8.23
Alameda County Waste Management Authority Facilities Fee	\$4.34
Alameda County Waste Management Authority HHW Fee	\$2.15
County Planning Department Fee	\$0.08
County Open Space Fee (CUP)	\$1.66
State Water Board Fee	\$0.03
San Leandro-Davis Street Fees	\$0
Total Government Fee Elements	\$19.22

**WM Alameda County Additions to Disposal Services Collection Services Form
Form 2A – Supplemental Attachment**

**Table C: Oakland's Franchise Fees & Increases Tied to
RRI on Declining Volumes RRI Adjustment**

The City of Oakland has provided for a \$360,000 franchise fee in year 1 of the SG3-Disposal contract subject to an RRI increase on declining disposal tons as provided for in the SG1-MM&O and SG2-RR zero waste RFP. The impact of yearly increases in Franchise Fees on declining volumes provides an accelerated cost per ton for Franchise Fees as referenced below in WMAC's example. All Oakland disposal Franchise Fees and such increases in Franchise Fees as set forth in the SG3-disposal RFP shall be a pass-through in addition to the Base Rate, Governmental Fees & Taxes and charged to the SG-1 MM&O and SG2-RR contractor disposing of Oakland's residual waste into the Altamont landfill. An explanation of the "example" accelerated Franchise Fee cost per ton and pass through is as follows:

- **Tons:** The declining tons in the "Tons" column mirrors WMAC's projected reduction in disposal volumes due to its Diversion Plan as set forth in the response to the SG1-MM&O RFP.
- **RRI:** In this example, we used an average RRI of 2.62% every year to increase the disposal Franchise Fees.
- **Franchise Fees:** This column represents the amount of the annual franchise fee every year and the impact of the RRI increasing the Franchise fee payable to the City of Oakland.
- **FF/Ton:** This column represents the cost per ton with declining volumes in the "Tons" column and increases in Franchise Fees in the "FF" column. The impact is accelerated cost per ton for Franchise Fees as volumes decline and Franchise Fees increase by RRI.

Table C: Pass-Through Oakland Franchise Fees

	Tons	RRI	FF*	FF /ton
Year 1	173,801	2.62%	\$ 360,000	\$ 2.07
Year 2	163,750		\$ 369,447	\$ 2.26
Year 3	141,397		\$ 379,141	\$ 2.68
Year 4	132,107		\$ 389,090	\$ 2.95
Year 5	110,367		\$ 399,300	\$ 3.62
Year 6	109,281		\$ 409,778	\$ 3.75
Year 7	101,163		\$ 420,531	\$ 4.16
Year 8	90,620		\$ 431,566	\$ 4.76
Year 9	82,442		\$ 442,891	\$ 5.37
Year 10	74,923		\$ 454,513	\$ 6.07
Year 11**	67,724		\$ 466,440	\$ 6.89
Year 12	60,021		\$ 478,680	\$ 7.98
Year 13	52,812		\$ 491,240	\$ 9.30
Year 14	45,273		\$ 504,131	\$ 11.14
Year 15	38,616		\$ 517,360	\$ 13.40
Year 16	38,616		\$ 530,936	\$ 13.75
Year 17	38,616		\$ 544,868	\$ 14.11
Year 18	38,616		\$ 559,166	\$ 14.48
Year 19	38,616		\$ 573,839	\$ 14.86
Year 20	38,616		\$ 588,897	\$ 15.25

This page intentionally left blank

DISPOSAL SERVICES FORM 3
PROPOSAL BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Waste Management of Alameda County, Inc.

Federal Insurance Company

(hereinafter called the principal), as principal and a corporation organized and doing business under and by virtue of the laws of the State of Indiana, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the City of Oakland, a municipal corporation, (hereinafter called the Obligee) in the just and full sum of One Hundred Thousand Dollars (\$100,000) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit the oblige a proposal for Disposal Services.

In accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefore.

NOW, THEREFORE, if the proposal as submitted by the said principal shall be accepted, and the contract for such work or supplies be awarded to the principal, and the said principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, and furnish good and sufficient bond therefore, then the amount of this bond shall be declared to be forfeited to said obligee City of Oakland as liquidated damages, it being agreed that said City will suffer damages as a result of such failure, neglect or refusal of the principal and that such damages are and will continue to be, impracticable and extremely difficult to determine.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 12th day of December, 2012.

Waste Management of Alameda County, Inc.

By: Stephanie WigginsStephanie Wiggins, Attorney-in-Fact
Federal Insurance Company

(Acknowledgment of Surety is required.
See reverse side.)

By: Lupe Tyler

Lupe Tyler,

Attorney-in-Fact

DISPOSAL SERVICES FORM 3
PROPOSAL BOND FORM

ACKNOWLEDGMENT

TEXAS
State of ~~California~~, County of ~~Alameda~~ **HARRIS**
Jennifer Sue Copeland

Lupe Tyler, Attorney-in-Fact

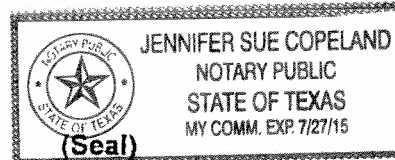
On 12/12/12 before me, (insert name and title of the officer) personally appeared, who proved to on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their authorized capacity(ies), and that on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jennifer Sue Copeland



Proposal BOND					to CITY OF OAKLAND A Municipal Corporation	Dated <u> </u> 2012	



Aon Risk Services Southwest, Inc.
5555 San Felipe, Suite 1500
Houston, TX 77056

Memorandum

DATE: October 12, 2012

TO: **Dave Horn**
Waste Management of Alameda County, Inc.
172 98th Avenue
Oakland, CA 94603

FROM: **Jennifer Copeland, Aon Risk Services Southwest, Inc.**

RE: City of Oakland (3 bid bonds/consents of surety)
Bid Date: 12th day of December, 2012

Dave:

Enclosed are the Bid Bonds and Consents of Surety recently requested by your business unit. Please submit the enclosed originals to the Obligee in your bid package and keep a copy for your files.

As part of WM's relationship with the surety, we have assured them that we will provide the bid results once published. Therefore, please inform your Corporate office whether your business unit is awarded the bid or not.

If you have any questions or need further assistance, please contact the Financial Assurance department at your Corporate office; contact information is:

- Gineth Mata 713-394-2317
- Ruby Lopez 713-512-6537
- Laura Sudduth 713-512-6536

Good luck with your bid!

enclosures

cc: Donna Meals – Director, Financial Assurance – WM Corporate

CERTIFICATE OF ACKNOWLEDGEMENT OF PRINCIPAL

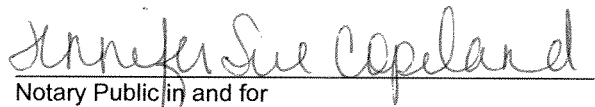
State of TEXAS;

County of HARRIS;

On this 12th day of December, 2012, before me personally appeared Stephanie Wiggins, to me personally known, who being by me duly sworn did say that he/she is the Attorney-in-Fact of Waste Management of Alameda County, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed on behalf of the corporation and that he/she acknowledged the instrument to be the free act and deed of said corporation.

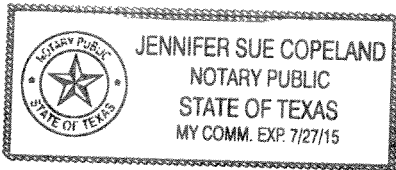
Given under my hand and seal of office this 12th day of December, 2012.

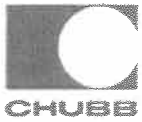
SEAL



Notary Public in and for
The State of TEXAS

My Commission expires: 07/27/2015





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Margaret Buboltz, U. Theresa Gardner, Michael J. Herrod, Wendy W. Stuckey, Nancy A. Thomas, Lupe Tyler and Lisa A. Ward of Houston Texas**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **September, 2012**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

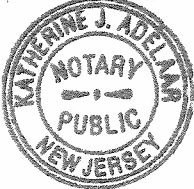
STATE OF NEW JERSEY

ss

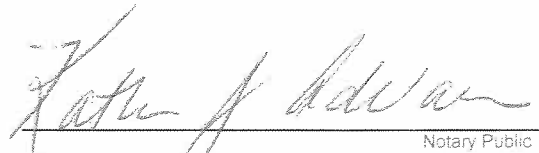
County of Somerset

On this **1st** day of **September, 2012** before me, a Notary Public of New Jersey personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies, and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 1st day of December, 2012




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Margaret Buboltz, Jennifer S. Copeland, Michael J. Herrod, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler, Stephenie Whittington, and Stephanie Wiggins of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

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

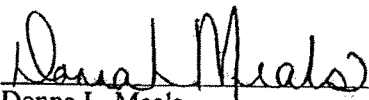
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.


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

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President and Treasurer and its corporate seal to be hereto affixed this 12th day of December, 2012.

Witness:

Waste Management, Inc.


Donna L. Meals
Director, Financial Assurance


Devina A. Rankin
Vice President and Treasurer

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
0842463 B.C. Ltd.		Corporation	British Columi
1-800-Pack-Rat, LLC	20-2107163	Limited Liability Company	Delaware
1329409 Ontario Inc.	NA-0000001	Corporation	Ontario
2M Investments, L.L.C.	87-0681820	Limited Liability Company	Utah
3368084 Canada Inc.	NA-0000003	Corporation	Canada
635952 Ontario Inc.	NA-0000005	Corporation	Ontario
Acaverde S.A. de C.V.	NA-0000010	Corporation	Mexico
Acaverde Servicios, S.A. de C.V.	NA-0000011	Corporation	Mexico
Advanced Environmental Technical Services, L.L.C.	36-4016575	Limited Liability Company	Delaware
Agilyx Corporation		Corporation	Washington
Agnion Energy Inc.		Corporation	Delaware
Akron Regional Landfill, Inc.	31-1595650	Corporation	Delaware
Alabama Waste Disposal Solutions, L.L.C.	76-0641853	Limited Liability Company	Alabama
Alliance Sanitary Landfill, Inc.	23-2383025	Corporation	Pennsylvania
Alpharetta Transfer Station, LLC	20-1457486	Limited Liability Company	Georgia
American Landfill, Inc.	34-1355783	Corporation	Ohio
Anderson Landfill, Inc.	76-0590137	Corporation	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.	95-3344381	Corporation	California
Aptwater, Inc.		Corporation	Delaware
Arden Landfill, Inc.	25-1249512	Corporation	Pennsylvania
Articulus spolka z ograniczona odpowiedzialnoscia		Limited Liability Company	Poland
Atlantic Waste Disposal, Inc.	36-3852536	Corporation	Delaware
Automated Salvage Transport Co., L.L.C.	04-3735644	Limited Liability Company	Delaware
Auxiwaste Services SA	NA-0000013	Corporation	France
Avalon South, LLC	26-3549579	Limited Liability Company	Delaware
Avalon Southwest, Inc.	26-2817237	Corporation	Delaware
Azusa Land Reclamation, Inc.	95-2908438	Corporation	California
B&B Landfill, Inc.	20-1469925	Corporation	Delaware
Barre Landfill Gas Associates, L.P.	06-1438474	Limited Partnership	Delaware
Beecher Development Company	36-3381285	Joint Venture	Illinois
Big Belly Solar, Inc.	33-1056366	Corporation	Delaware
Big Dipper Enterprises, Inc.	45-0325454	Corporation	North Dakota
Bluegrass Containment, L.L.C.	76-0641298	Limited Liability Company	Delaware
Blueoak Resources, Inc.		Corporation	Delaware
Burnsville Sanitary Landfill, Inc.	41-1882463	Corporation	Minnesota
CA Newco, L.L.C.	35-2228276	Limited Liability Company	Delaware
Cal Sierra Disposal	94-2349727	Corporation	California
California Asbestos Monofill, Inc.	68-0232434	Corporation	California
Canadian Waste Services Holdings Inc.	NA-0000020	Corporation	Ontario
Capital Sanitation Company	88-0121888	Corporation	Nevada
Capitol Disposal, Inc.	76-0638591	Corporation	Alaska
Carolina Grading, Inc.	57-0923608	Corporation	South Carolin
Cedar Ridge Landfill, Inc.	62-1727570	Corporation	Delaware
Central Disposal Systems, Inc.	42-0995450	Corporation	Iowa
Chadwick Road Landfill, Inc.	58-1798581	Corporation	Georgia
Chambers Clearview Environmental Landfill, Inc.	25-1652556	Corporation	Mississippi
Chambers Development Company, Inc.	25-1214958	Corporation	Delaware
Chambers Development of Ohio, Inc.	51-0396835	Corporation	Ohio
Chambers of Georgia, Inc.	58-2397639	Corporation	Delaware
Chambers of Mississippi, Inc.	25-1628285	Corporation	Mississippi
Chemical Waste Management of Indiana, L.L.C.	36-4067587	Limited Liability Company	Delaware
Chemical Waste Management of the Northwest, Inc.	91-1089393	Corporation	Washington

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Chemical Waste Management, Inc.	36-2989152	Corporation	Delaware
Chesser Island Road Landfill, Inc.	58-2364490	Corporation	Georgia
City Environmental Services, Inc. of Waters	38-3020069	Corporation	Michigan
City Environmental, Inc.	38-3407576	Corporation	Delaware
Cleburne Landfill Company Corp.	59-3069374	Corporation	Alabama
Coast Waste Management, Inc.	95-2557952	Corporation	California
Connecticut Valley Sanitary Waste Disposal, Inc.	04-2796580	Corporation	Massachusetts
Conservation Services, Inc.	84-0915035	Corporation	Colorado
Corporate Housing Initiatives II Limited Partnership	52-1854657	Limited Partnership	Delaware
Coshocton Landfill, Inc.	31-1214800	Corporation	Ohio
Cougar Landfill, Inc.	76-0211843	Corporation	Texas
Countryside Landfill, Inc.	36-2838336	Corporation	Illinois
CR Group, LLC	87-0629120	Limited Liability Company	Utah
Cuyahoga Landfill, Inc.	76-0680495	Corporation	Delaware
CWM Chemical Services, L.L.C.	36-4203347	Limited Liability Company	Delaware
Dafter Sanitary Landfill, Inc.	38-2754804	Corporation	Michigan
Dauphin Meadows, Inc.	23-2390183	Corporation	Pennsylvania
Deep Valley Landfill, Inc.	23-2886200	Corporation	Delaware
Deer Track Park Landfill, Inc.	39-1802678	Corporation	Delaware
Del Almo Landfill, L.L.C.	74-3055347	Limited Liability Company	Delaware
Delaware Recyclable Products, Inc.	51-0334417	Corporation	Delaware
Dickinson Landfill, Inc.	76-0325384	Corporation	Delaware
Disposal Service, Incorporated	55-0618479	Corporation	West Virginia
Doctor Bramblett Road, LLC	38-3699621	Limited Liability Company	Georgia
Dominium Opportunity Fund, A California Limited Partnership	95-4507794	Limited Partnership	California
Downtown Diversion Inc.	80-0069661	Corporation	California
DriveGreen, LLC		Limited Liability Company	Delaware
E.C. Waste, Inc.	66-0523535	Corporation	Puerto Rico
Earthmovers Landfill, L.L.C.	61-1342591	Limited Liability Company	Delaware
East Liverpool Landfill, Inc.	34-1637446	Corporation	Ohio
Eastern One Land Corporation	76-0695122	Corporation	Delaware
Eco-Vista, LLC	72-1541909	Limited Liability Company	Arkansas
eCycling Services, L.L.C.	38-3684879	Limited Liability Company	Delaware
El Coqui Landfill Company, Inc.	66-0555785	Corporation	Puerto Rico
El Coqui Waste Disposal, Inc.	76-0480500	Corporation	Delaware
ELDA Landfill, Inc.	76-0639272	Corporation	Delaware
Elk River Landfill, Inc.	41-1283941	Corporation	Minnesota
Enerkem, Inc.		Corporation	Quebec
Envirofil of Illinois, Inc.	37-0957555	Corporation	Illinois
Evergreen Landfill, Inc.	76-0472693	Corporation	Delaware
Evergreen National Indemnity Company	UK-0000142	Corporation	Ohio
Evergreen Recycling and Disposal Facility, Inc.	76-0638587	Corporation	Delaware
Feather River Disposal, Inc.	06-1479349	Corporation	California
Ferrybridge MFE Limited		Private Limited Company	United Kingdom
Fulcrum Bioenergy, Inc.	33-1173733	Corporation	Delaware
G.I. Industries	87-0430285	Corporation	Utah
GA Landfills, Inc.	58-2293782	Corporation	Delaware
Gallia Landfill, Inc.	31-1509605	Corporation	Delaware
Garick, LLC	26-4094112	Limited Liability Company	Delaware
Garnet of Maryland, Inc.	52-1916417	Corporation	Maryland
Gartran, L.L.C.	55-0908146	Limited Liability Company	Ohio
Gateway Transfer Station, LLC	20-1457460	Limited Liability Company	Georgia

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Genomatica, Inc.		Corporation	Delaware
Georgia Waste Systems, Inc.	58-1028526	Corporation	Georgia
Giordano Recycling, L.L.C.	20-2098765	Limited Liability Company	Delaware
Glades Landfill, LLC	73-1630187	Limited Liability Company	Florida
Glen's Sanitary Landfill, Inc.	38-2065407	Corporation	Michigan
Grand Central Sanitary Landfill, Inc.	23-2049337	Corporation	Pennsylvania
Greenbow, LLC	05-0605713	Limited Liability Company	Alabama
Greenleaf Compaction, Inc.	86-0668806	Corporation	Arizona
Grupo WMX, S.A. De C.V.	NA-0000039	Corporation	Mexico
Guadalupe Mines Mutual Water Company	77-0398278	Not For Profit Corporation	California
Guadalupe Rubbish Disposal Co., Inc.	95-2746842	Corporation	California
Guam Resource Recovery Partners, L.P.	36-4149976	Limited Partnership	Delaware
Ham Lake Haulers, Inc.	41-1704537	Corporation	Minnesota
Harris Sanitation, Inc.	59-1219741	Corporation	Florida
Harvest Power, Inc.		Corporation	Delaware
Harwood Landfill, Inc.	52-1637402	Corporation	Maryland
Hedco Landfill Limited	NA-0000040	Corporation	England
High Mountain Fuels LLC	26-2268599	Limited Liability Company	Delaware
Hillsboro Landfill Inc.	93-0760239	Corporation	Oregon
Holyoke Sanitary Landfill, Inc.	04-2481863	Corporation	Massachusetts
IN Landfills, L.L.C.	61-1342588	Limited Liability Company	Delaware
InEnTec Inc.	45-2730230	Corporation	Delaware
International Environmental Management, Inc.	58-2016302	Corporation	Georgia
Jahner Sanitation, Inc.	45-0410330	Corporation	North Dakota
Jay County Landfill, L.L.C.	61-1342592	Limited Liability Company	Delaware
JFS (UK) Limited	NA-0000044	Corporation	England
K and W Landfill Inc.	38-2504167	Corporation	Michigan
Keene Road Landfill, Inc.	59-2044226	Corporation	Florida
Kelly Run Sanitation, Inc.	25-1696669	Corporation	Pennsylvania
Key Disposal Ltd.	NA-0000045	Corporation	British Columl
KeyCorp Investment Limited Partnership	34-1783428	Limited Partnership	Ohio
King George Landfill Properties, LLC	27-0747734	Limited Liability Company	Virginia
King George Landfill, Inc.	54-1632805	Corporation	Virginia
La Quinta Medical/Commercial Plaza, Ltd.	95-4357859	Limited Partnership	California
Lakeville Recycling, L.P.	36-3730138	Limited Partnership	Delaware
Land Reclamation Company, Inc.	36-3640284	Corporation	Delaware
Land South Holdings, LLC	20-5908782	Limited Liability Company	Delaware
Landfill Services of Charleston, Inc.	55-0731302	Corporation	West Virginia
Laurel Highlands Landfill, Inc.	25-1640583	Corporation	Pennsylvania
LCS Services, Inc.	55-0673745	Corporation	West Virginia
Liberty Landfill, L.L.C.	61-1342590	Limited Liability Company	Delaware
Liberty Lane West Owners' Association	36-4163829	Not For Profit Corporation	New Hampshi
Liquid Waste Management, Inc.	95-2779930	Corporation	California
Longleaf C&D Disposal Facility, Inc.	59-3598129	Corporation	Florida
Looney Bins, Inc.	95-4704325	Corporation	California
Mahoning Landfill, Inc.	34-1047662	Corporation	Ohio
Mass Gravel Inc.	04-3117495	Corporation	Massachusetts
Mc Ginnes Industrial Maintenance Corporation	74-1532790	Corporation	Texas
McDaniel Landfill, Inc.	45-0399545	Corporation	North Dakota
McGill Landfill, Inc.	38-3076718	Corporation	Michigan
Meadowfill Landfill, Inc.	31-1509701	Corporation	Delaware
Michigan Environs, Inc.	38-2434760	Corporation	Michigan

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
MicroGREEN Polymers, Inc.		Corporation	Washington
Midwest One Land Corporation	20-0606093	Corporation	Delaware
Modern-Mallard Energy, LLC	57-1161216	Limited Liability Company	Delaware
Modesto Garbage Co., Inc.	94-1643145	Corporation	California
Moor Refuse, Inc.	33-0622768	Corporation	California
Mountain Indemnity Insurance Company	03-0328445	Corporation	Vermont
Mountainview Landfill, Inc. (MD)	25-1538716	Corporation	Maryland
Mountainview Landfill, Inc. (UT)	76-0548746	Corporation	Utah
Multifuel Energy Limited		Corporation	Scotland
Nassau Landfill, L.L.C.	37-1487482	Limited Liability Company	Delaware
National Guaranty Insurance Company of Vermont	36-3643755	Corporation	Vermont
New England CR L.L.C.	04-3735642	Limited Liability Company	Delaware
New Milford Connecticut Farms, LLC	20-5485974	Limited Liability Company	Delaware
New Milford Landfill, L.L.C.	76-0641312	Limited Liability Company	Delaware
New Orleans Landfill, L.L.C.	38-3699690	Limited Liability Company	Delaware
NH/VT Energy Recovery Corporation	02-0390004	Corporation	New Hampshi
North Manatee Recycling and Disposal Facility, L.L.C.	26-0283104	Limited Liability Company	Florida
Northwestern Landfill, Inc.	52-2023458	Corporation	Delaware
Nu-Way Live Oak Reclamation, Inc.	68-0236308	Corporation	Delaware
Oakleaf Global Holdings, Inc.	20-5028389	Corporation	Delaware
Oakleaf Waste Management Ltd.		Corporation	Canada
Oakleaf Waste Management, Inc.	51-0455625	Corporation	Delaware
Oakleaf Waste Management, LLC	06-1429625	Limited Liability Company	Connecticut
Oakridge Landfill, Inc.	25-1547187	Corporation	South Carolin
Oakwood Landfill, Inc.	57-0974474	Corporation	South Carolin
OGH Acquisition Corporation	26-0638020	Corporation	Delaware
Okeechobee Landfill, Inc.	25-1628636	Corporation	Florida
Ozark Ridge Landfill, Inc.	71-0692520	Corporation	Arkansas
P & R Environmental Industries, L.L.C.	04-3735653	Limited Liability Company	North Carolin
Pacific Waste Management L.L.C.	98-0227312	Limited Liability Company	Delaware
Palmetto Seed Capital Fund	57-0889130	Trust	South Carolin
Pappy, Inc.	52-1561430	Corporation	Maryland
Peltz H.C., LLC	UK-0000100	Limited Liability Company	Wisconsin
Pen-Rob, Inc.	86-0504613	Corporation	Arizona
Peninsula Compost Company, LLC	68-0646332	Limited Liability Company	Delaware
Penuelas Valley Landfill, Inc.	66-0560251	Corporation	Puerto Rico
People's Landfill, Inc.	38-3406998	Corporation	Delaware
Peterson Demolition, Inc.	41-1625867	Corporation	Minnesota
Phoenix Resources, Inc.	23-2483102	Corporation	Pennsylvania
Pine Grove Landfill, Inc. (PA)	23-2388139	Corporation	Pennsylvania
Pine Tree Acres, Inc.	38-2544258	Corporation	Michigan
PPP Corporation	23-2146479	Corporation	Delaware
Pro-Vigil, Inc.	20-5569163	Corporation	Texas
ProCentury Corporation	UK-0000026	Corporation	Ohio
Quail Hollow Landfill, Inc.	62-1727567	Corporation	Delaware
Qualanex, LLC		Limited Liability Company	Delaware
Questquill Limited	98-0221631	Corporation	United Kingdc
R & B Landfill, Inc.	25-1754371	Corporation	Georgia
RAA Colorado, L.L.C.	20-2587942	Limited Liability Company	Colorado
RAA Trucking, LLC	39-2040612	Limited Liability Company	Wisconsin
RCI Hudson, Inc.	04-3044820	Corporation	Massachusett
Recycle America Co., L.L.C.	04-3735636	Limited Liability Company	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Recycle America Holdings, Inc.	72-1541913	Corporation	Delaware
RecycleRewards, Inc.	20-8779718	Corporation	Delaware
Redwood Landfill, Inc.	94-1443150	Corporation	Delaware
REEnawal-WM, LLC	46-0600708	Limited Liability Company	Delaware
Refuse Services, Inc.	59-1098850	Corporation	Florida
Refuse, Inc.	88-0094235	Corporation	Nevada
Reliable Landfill, L.L.C.	73-1654400	Limited Liability Company	Delaware
Remote Landfill Services, Inc.	62-1421307	Corporation	Tennessee
Renmatix, Inc.	26-1641190	Corporation	Delaware
Reno Disposal Co.	88-0087833	Corporation	Nevada
Resco Holdings L.L.C.	20-0584193	Limited Liability Company	Delaware
Resource Control Composting, Inc.	04-3044833	Corporation	Massachusetts
Resource Control, Inc.	04-2655361	Corporation	Massachusetts
Richland County Landfill, Inc.	58-1708996	Corporation	South Carolin
Riverbend Landfill Co.	93-0724866	Corporation	Oregon
RTS Landfill, Inc.	58-1924102	Corporation	Delaware
Rust Engineering & Construction Inc.	63-1081016	Corporation	Delaware
Rust Engineering (Thailand) Ltd	NA-0000162	Corporation	Thailand
Rust International Inc.	63-1081055	Corporation	Delaware
S & J Landfill Limited Partnership	76-0404581	Limited Partnership	Texas
S & S Grading, Inc.	58-1858013	Corporation	West Virginia
S&T Materials, LLC	26-3327760	Limited Liability Company	Florida
Sanifill de Mexico (US), Inc.	76-0419331	Corporation	Delaware
Sanifill de Mexico, S.A. de C.V.	NA-0000070	Corporation	Mexico
SC Holdings, Inc.	36-2898300	Corporation	Pennsylvania
Serubam Servicos Urbanos E Ambientais Ltda	NA-0000077	Corporation	Brazil
SES Bridgeport L.L.C.	36-4057298	Limited Liability Company	Delaware
Shade Landfill, Inc.	23-2886198	Corporation	Delaware
Shanghai Environment Group Company Limited		Joint Venture	People's Repu
Sierra Estrella Landfill, Inc.	86-0717293	Corporation	Arizona
Southern Alleghenies Landfill, Inc.	25-1249160	Corporation	Pennsylvania
Southern One Land Corporation	72-1534481	Corporation	Delaware
Southern Waste Services, L.L.C.	61-1342585	Limited Liability Company	Delaware
Spruce Ridge, Inc.	41-1591957	Corporation	Minnesota
Stony Hollow Landfill, Inc.	76-0638597	Corporation	Delaware
Suburban Landfill, Inc.	76-0638596	Corporation	Delaware
Swire Waste Management Limited	35-2436387	Private Limited Company	Hong Kong
Terrabon, Inc.		Corporation	Delaware
TerraFuels, LLC	27-4393572	Limited Liability Company	Texas
Texarkana Landfill, L.L.C.	30-0239245	Limited Liability Company	Delaware
Texas Pack Rat - Austin #1 LLC	20-3668884	Limited Liability Company	Texas
Texas Pack Rat - Dallas #1 LLC	26-2054900	Limited Liability Company	Texas
Texas Pack Rat - Houston #1 LLC	20-4572488	Limited Liability Company	Texas
Texas Pack Rat - Houston #2 LLC	20-5227255	Limited Liability Company	Texas
Texas Pack Rat - Houston #3 LLC	20-5227324	Limited Liability Company	Texas
Texas Pack Rat - San Antonio #1 LLC	20-4572603	Limited Liability Company	Texas
Texas Pack Rat Service Company LLC		Limited Liability Company	Texas
The Peltz Group, LLC	05-0545181	Limited Liability Company	Wisconsin
The Trashmasters Waste and Recycling Services, Inc.	93-1038408	Corporation	Oregon
The Waste Management Charitable Foundation	04-3073733	Not For Profit Corporation	Delaware
The Woodlands of Van Buren, Inc.	36-3791221	Corporation	Delaware
Thermal Remediation Solutions, L.L.C.	91-1865607	Limited Liability Company	Oregon

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
TNT Sands, Inc.	57-0937314	Corporation	South Carolin
Trail Ridge Landfill, Inc.	36-3667296	Corporation	Delaware
Transamerican Waste Central Landfill, Inc.	76-0463386	Corporation	Delaware
Trash Hunters, Inc.	64-0852590	Corporation	Mississippi
TrashCo Inc.	26-1885543	Corporation	Delaware
TX Newco, L.L.C.	61-1468715	Limited Liability Company	Delaware
United Waste Systems Leasing, Inc.	38-3324143	Corporation	Michigan
United Waste Systems of Gardner, Inc.	04-3320949	Corporation	Massachusett
USA South Hills Landfill, Inc.	25-1139448	Corporation	Pennsylvania
USA Valley Facility, Inc.	23-2886199	Corporation	Delaware
USA Waste Geneva Landfill, Inc.	34-1802751	Corporation	Delaware
USA Waste Landfill Operations and Transfer, Inc.	76-0435557	Corporation	Texas
USA Waste of California, Inc.	68-0306154	Corporation	Delaware
USA Waste of Pennsylvania, LLC	74-2921886	Limited Liability Company	Delaware
USA Waste of Texas Landfills, Inc.	76-0322548	Corporation	Delaware
USA Waste of Virginia Landfills, Inc.	58-1932248	Corporation	Delaware
USA Waste Services of NYC, Inc.	11-3301808	Corporation	Delaware
USA Waste-Management Resources, LLC	13-3853086	Limited Liability Company	New York
USA-Crinc, L.L.C.	04-3735654	Limited Liability Company	Delaware
UWS Barre, Inc.	04-3320948	Corporation	Massachusett
Valley Garbage and Rubbish Company, Inc.	95-2090787	Corporation	California
VaporLok Products, LLC		Limited Liability Company	Delaware
VaporLok Technology, LLC	20-1508559	Limited Liability Company	Delaware
Vern's Refuse Service, Inc.	45-0435644	Corporation	North Dakota
VFB, LLC	22-3842831	Limited Liability Company	New Jersey
VHG, Inc.	UK-0000023	Corporation	Minnesota
Vickery Environmental, Inc.	31-1153176	Corporation	Ohio
Vista Landfill, LLC	59-3652174	Limited Liability Company	Florida
Voyageur Disposal Processing, Inc.	41-1734827	Corporation	Minnesota
Warner Company	51-0281233	Corporation	Delaware
Warner Hill Development Company	34-1043478	Corporation	Ohio
Waste Away Group, Inc.	63-0898842	Corporation	Alabama
Waste Management Arizona Landfills, Inc.	86-0683003	Corporation	Delaware
Waste Management Buckeye, L.L.C.	26-0076809	Limited Liability Company	Delaware
Waste Management Collection and Recycling, Inc.	95-2621587	Corporation	California
Waste Management Disposal Services of Colorado, Inc.	84-1004487	Corporation	Colorado
Waste Management Disposal Services of Maine, Inc.	01-0392888	Corporation	Maine
Waste Management Disposal Services of Maryland, Inc.	36-2898301	Corporation	Maryland
Waste Management Disposal Services of Massachusetts, Inc.	04-2320990	Corporation	Massachusett
Waste Management Disposal Services of Oregon, Inc.	36-3548405	Corporation	Delaware
Waste Management Disposal Services of Pennsylvania, Inc.	23-1655318	Corporation	Pennsylvania
Waste Management Disposal Services of Virginia, Inc.	36-3791008	Corporation	Delaware
Waste Management Holdings, Inc.	36-2660763	Corporation	Delaware
Waste Management Inc. of Florida	59-1094518	Corporation	Florida
Waste Management Indycoke, L.L.C.	81-0640497	Limited Liability Company	Delaware
Waste Management International, Inc.	36-3255004	Corporation	Delaware
Waste Management National Services, Inc.	76-0686861	Corporation	Delaware
Waste Management New England Environmental Transport, Inc.	04-3509618	Corporation	Delaware
Waste Management of Alameda County, Inc.	94-0727420	Corporation	California
Waste Management of Alaska, Inc.	91-1879241	Corporation	Delaware
Waste Management of Arizona, Inc.	86-0198265	Corporation	California
Waste Management of Arkansas, Inc.	04-2814811	Corporation	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of California, Inc.	95-1735737	Corporation	California
Waste Management of Canada Corporation	87-6294844	Corporation	Ontario
Waste Management of Carolinas, Inc.	56-0731307	Corporation	North Carolina
Waste Management of Colorado, Inc.	84-0523684	Corporation	Colorado
Waste Management of Connecticut, Inc.	06-1485581	Corporation	Delaware
Waste Management of Delaware, Inc.	51-0094505	Corporation	Delaware
Waste Management of Fairless, L.L.C.	26-3468180	Limited Liability Company	Delaware
Waste Management of Five Oaks Recycling and Disposal Facility, I	37-1035820	Corporation	Delaware
Waste Management of Georgia, Inc.	36-3319564	Corporation	Georgia
Waste Management of Hawaii, Inc.	76-0638599	Corporation	Delaware
Waste Management of Idaho, Inc.	82-0364976	Corporation	Idaho
Waste Management of Illinois, Inc.	36-2660859	Corporation	Delaware
Waste Management of Indiana Holdings One, Inc.	36-4039079	Corporation	Delaware
Waste Management of Indiana Holdings Two, Inc.	36-4059574	Corporation	Delaware
Waste Management of Indiana, L.L.C.	36-4071447	Limited Liability Company	Delaware
Waste Management of Iowa, Inc.	42-0824220	Corporation	Iowa
Waste Management of Kansas, Inc.	48-0634806	Corporation	Kansas
Waste Management of Kentucky Holdings, Inc.	36-4059575	Corporation	Delaware
Waste Management of Kentucky, L.L.C.	36-4035849	Limited Liability Company	Delaware
Waste Management of Leon County, Inc.	36-3319565	Corporation	Florida
Waste Management of Londonderry, Inc.	20-5657050	Corporation	Delaware
Waste Management of Louisiana Holdings One, Inc.	36-4142119	Corporation	Delaware
Waste Management of Louisiana, L.L.C.	36-4119910	Limited Liability Company	Delaware
Waste Management of Maine, Inc.	01-0267739	Corporation	Maine
Waste Management of Maryland, Inc.	52-0250430	Corporation	Maryland
Waste Management of Massachusetts, Inc.	04-2535063	Corporation	Massachusetts
Waste Management of Metro Atlanta, Inc.	58-1937966	Corporation	Georgia
Waste Management of Michigan, Inc.	38-1214786	Corporation	Michigan
Waste Management of Minnesota, Inc.	36-2698820	Corporation	Minnesota
Waste Management of Mississippi, Inc.	36-3005295	Corporation	Mississippi
Waste Management of Missouri, Inc.	43-0992367	Corporation	Delaware
Waste Management of Montana, Inc.	36-3564773	Corporation	Delaware
Waste Management of Nebraska, Inc.	36-3469702	Corporation	Delaware
Waste Management of Nevada, Inc.	88-0394159	Corporation	Nevada
Waste Management of New Hampshire, Inc.	04-2482447	Corporation	Connecticut
Waste Management of New Jersey, Inc.	36-3700143	Corporation	Delaware
Waste Management of New Mexico, Inc.	85-0229020	Corporation	New Mexico
Waste Management of New York, L.L.C.	36-4206797	Limited Liability Company	Delaware
Waste Management of North Dakota, Inc.	36-3798294	Corporation	Delaware
Waste Management of Ohio, Inc.	25-1673264	Corporation	Ohio
Waste Management of Oklahoma, Inc.	73-0685975	Corporation	Oklahoma
Waste Management of Oregon, Inc.	93-0612655	Corporation	Oregon
Waste Management of Pennsylvania Gas Recovery, L.L.C.	20-2926331	Limited Liability Company	Delaware
Waste Management of Pennsylvania, Inc.	25-1232336	Corporation	Pennsylvania
Waste Management of Plainfield, L.L.C.	76-0722971	Limited Liability Company	Delaware
Waste Management of Rhode Island, Inc.	36-3668109	Corporation	Delaware
Waste Management of South Carolina, Inc.	36-2935124	Corporation	South Carolina
Waste Management of South Dakota, Inc.	46-0348394	Corporation	South Dakota
Waste Management of Texas Holdings, Inc.	43-1976001	Corporation	Delaware
Waste Management of Texas, Inc.	75-1223528	Corporation	Texas
Waste Management of Tunica Landfill, Inc.	64-0869334	Corporation	Mississippi
Waste Management of Utah, Inc.	87-0302156	Corporation	Utah

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of Virginia, Inc.	25-1578667	Corporation	Virginia
Waste Management of Washington, Inc.	36-3846342	Corporation	Delaware
Waste Management of West Virginia, Inc.	36-3553198	Corporation	Delaware
Waste Management of Wisconsin, Inc.	39-0967466	Corporation	Wisconsin
Waste Management of Wyoming, Inc.	36-3828554	Corporation	Delaware
Waste Management Partners, Inc.	36-3220911	Corporation	Delaware
Waste Management Recycling and Disposal Services of California,	95-2370376	Corporation	California
Waste Management Recycling of New Jersey, L.L.C.	04-3735640	Limited Liability Company	Delaware
Waste Management Service Center, Inc.	20-4017651	Corporation	Delaware
Waste Management, Inc.	73-1309529	Corporation	Delaware
Waste Management, Inc. of Tennessee	36-2935128	Corporation	Tennessee
Waste Resources of Tennessee, Inc.	54-0838353	Corporation	Tennessee
Waste to Energy Holdings, Inc.	76-0652923	Corporation	Delaware
Waste to Energy I, LLC	02-0519035	Limited Liability Company	Delaware
Waste to Energy II, LLC	02-0519036	Limited Liability Company	Delaware
Wasteless Environmental Services Inc.		Corporation	Canada
WESI Baltimore Inc.	02-0357495	Corporation	Delaware
WESI Capital Inc.	36-3861933	Corporation	Delaware
WESI Peekskill Inc.	02-0363274	Corporation	Delaware
WESI Westchester Inc.	02-0360305	Corporation	Delaware
Westchester Resco Associates, L.P.	02-0367753	Limited Partnership	Delaware
Western One Land Corporation	76-0688224	Corporation	Delaware
Western Waste Industries	95-1946054	Corporation	California
Western Waste of Texas, L.L.C.	30-0239250	Limited Liability Company	Delaware
Wheelabrator Baltimore L.L.C.	36-4057301	Limited Liability Company	Delaware
Wheelabrator Baltimore, L.P.	36-4057307	Limited Partnership	Maryland
Wheelabrator Bridgeport, L.P.	36-4057309	Limited Partnership	Delaware
Wheelabrator Cedar Creek Inc.	02-0443870	Corporation	Delaware
Wheelabrator Chambers Inc.	26-3194113	Corporation	Delaware
Wheelabrator China Holdings, Limited	*23-50847741	Corporation	Hong Kong
Wheelabrator Claremont Company, L.P.	02-0390003	Limited Partnership	Delaware
Wheelabrator Claremont Inc.	20-4284300	Corporation	Delaware
Wheelabrator Concord Company, L.P.	02-0394017	Limited Partnership	Delaware
Wheelabrator Concord Inc.	02-0393450	Corporation	Delaware
Wheelabrator Connecticut Inc.	36-3908786	Corporation	Delaware
Wheelabrator Culm Services Inc.	02-0442574	Corporation	Delaware
Wheelabrator Environmental Systems Inc.	02-0412779	Corporation	Delaware
Wheelabrator Environmental Technologies Consulting (Shanghai) (27-2548111	Limited Liability Company	People's Rept
Wheelabrator Falls Inc.	04-3024782	Corporation	Delaware
Wheelabrator Frackville Energy Company Inc.	02-0393452	Corporation	Delaware
Wheelabrator Frackville Properties Inc.	04-3100742	Corporation	Delaware
Wheelabrator Frederick Inc.	27-1502145	Corporation	Delaware
Wheelabrator Fuel Services Inc.	02-0442576	Corporation	Delaware
Wheelabrator Gloucester Company, L.P.	02-0396724	Limited Partnership	New Jersey
Wheelabrator Gloucester Inc.	02-0391601	Corporation	Delaware
Wheelabrator Guam Inc.	36-3926262	Corporation	Delaware
Wheelabrator Hudson Falls L.L.C.	72-1541910	Limited Liability Company	Delaware
Wheelabrator Lassen Inc.	36-3926261	Corporation	Delaware
Wheelabrator Lisbon Inc.	61-1167063	Corporation	Delaware
Wheelabrator McKay Bay Inc.	36-3240315	Corporation	Florida
Wheelabrator Millbury Inc.	02-0412788	Corporation	Delaware
Wheelabrator New Hampshire Inc.	02-0390002	Corporation	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Wheelabrator New Jersey Inc.	02-0391598	Corporation	Delaware
Wheelabrator NHC Inc.	02-0393448	Corporation	Delaware
Wheelabrator North Andover Inc.	36-3062971	Corporation	Delaware
Wheelabrator North Broward Inc.	04-3030218	Corporation	Delaware
Wheelabrator Norwalk Energy Company Inc.	02-0395269	Corporation	Delaware
Wheelabrator Penacook Inc.	02-0393449	Corporation	Delaware
Wheelabrator Pinellas Inc.	36-3110153	Corporation	Delaware
Wheelabrator Portsmouth Inc.	27-1446081	Corporation	Delaware
Wheelabrator Putnam Inc.	36-3908789	Corporation	Delaware
Wheelabrator Ridge Energy Inc.	36-3820153	Corporation	Delaware
Wheelabrator Saugus Inc.	13-2740971	Corporation	Delaware
Wheelabrator Shasta Energy Company Inc.	02-0395274	Corporation	Delaware
Wheelabrator Sherman Energy Company, G.P.	02-0390349	General Partnership	Maine
Wheelabrator Sherman Station L.L.C.	76-0743287	Limited Liability Company	Delaware
Wheelabrator Sherman Station One Inc.	02-0390312	Corporation	Delaware
Wheelabrator South Broward Inc.	02-0410154	Corporation	Delaware
Wheelabrator Spokane Inc.	02-0416522	Corporation	Delaware
Wheelabrator Technologies Inc.	22-2678047	Corporation	Delaware
Wheelabrator Technologies International Inc.	36-3965264	Corporation	Delaware
Wheelabrator Westchester, L.P.	02-0367751	Limited Partnership	Delaware
White Lake Landfill, Inc.	38-1889893	Corporation	Michigan
Willows Power and Recycling Trading Limited		Private Limited Company	United Kingdc
Willow Oak Landfill, LLC	20-1457518	Limited Liability Company	Georgia
Willows Power and Recycling Holdings Limited		Private Limited Company	United Kingdc
Willows Power and Recycling Limited		Private Limited Company	United Kingdc
Willows Power and Recycling Operations Limited		Private Limited Company	United Kingdc
Willows Power and Recycling Trading Limited		Private Limited Company	United Kingdc
WM Arizona Operations, L.L.C.	32-0112690	Limited Liability Company	Delaware
WM Asphalt Products, LLC	27-0675171	Limited Liability Company	Delaware
WM Bagco, LLC	26-4626312	Limited Liability Company	Delaware
WM CCP Solutions, LLC	45-5190367	Limited Liability Company	Delaware
WM Conversion Fund, LLC	27-1445960	Limited Liability Company	Delaware
WM Corporate Services, Inc.	27-3308922	Corporation	Delaware
WM Curbside, LLC	27-3473785	Limited Liability Company	Delaware
WM Emergency Employee Support Fund, Inc.	11-3758170	Not For Profit Corporation	Delaware
WM Energy Resources, Inc.	27-1184260	Corporation	Delaware
WM Energy Solutions, Inc.	76-0695139	Corporation	Delaware
WM Green Squad, LLC	26-1694369	Limited Liability Company	Delaware
WM GreenOps, LLC	26-4194066	Limited Liability Company	Delaware
WM GTL, Inc.	26-0294424	Corporation	Delaware
WM GTL, LLC	26-0294528	Limited Liability Company	Delaware
WM Healthcare Solutions, Inc.	20-3483524	Corporation	Delaware
WM Illinois Renewable Energy, L.L.C.	45-0512000	Limited Liability Company	Delaware
WM International Holdings, Inc.	76-0607203	Corporation	Delaware
WM KS Energy Resources, LLC	45-1480997	Limited Liability Company	Delaware
WM LampTracker, Inc.	26-2748613	Corporation	Delaware
WM Landfills of Ohio, Inc.	31-1509696	Corporation	Delaware
WM Landfills of Tennessee, Inc.	62-1462526	Corporation	Delaware
WM Leasing of Arizona, L.L.C.	20-4017719	Limited Liability Company	Delaware
WM Leasing of Texas, L.P.	20-4017724	Limited Partnership	Delaware
WM LNG, Inc.	26-2294125	Corporation	Delaware
WM Logistics India Private Limited	98-1024894	Private Limited Company	India

Affiliate Entity Report

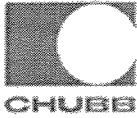
Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
WM Logistics, LLC	27-5556760	Limited Liability Company	Delaware
WM Mercury Waste, Inc.	27-2289604	Corporation	Delaware
WM Middle Tennessee Environmental Center, L.L.C.	26-1946982	Limited Liability Company	Delaware
WM Mobile Bay Environmental Center, Inc.	76-0638602	Corporation	Delaware
WM ND Energy Resources II, LLC	30-0717655	Limited Liability Company	Delaware
WM ND Energy Resources, LLC	90-0779990	Limited Liability Company	Delaware
WM Nevada Renewable Energy, L.L.C.	27-1678300	Limited Liability Company	Delaware
WM of Texas, L.L.C.	26-0428868	Limited Liability Company	Delaware
WM Organic Growth, Inc.	20-4677155	Corporation	Delaware
WM PA Holdings, LLC	27-2335935	Limited Liability Company	Delaware
WM Pack-Rat of California, LLC	26-0380883	Limited Liability Company	Delaware
WM Pack-Rat of Illinois, LLC	26-0524082	Limited Liability Company	Delaware
WM Pack-Rat of Kentucky, LLC	26-2289448	Limited Liability Company	Delaware
WM Pack-Rat of Maryland, LLC	26-1411856	Limited Liability Company	Delaware
WM Pack-Rat of Massachusetts, LLC	26-1411946	Limited Liability Company	Delaware
WM Pack-Rat of Michigan, LLC	26-2289484	Limited Liability Company	Delaware
WM Pack-Rat of Nevada, LLC	27-0371504	Limited Liability Company	Delaware
WM Pack-Rat of Ohio, LLC	26-2289407	Limited Liability Company	Delaware
WM Pack-Rat of Rhode Island, LLC	26-1855760	Limited Liability Company	Delaware
WM Pack-Rat, LLC	26-0285281	Limited Liability Company	Delaware
WM Partnership Holdings, Inc.	36-3974344	Corporation	Delaware
WM Phoenix Energy Resources, LLC	27-2340971	Limited Liability Company	Delaware
WM Product Recovery Centers, L.L.C.	45-4462290	Limited Liability Company	Delaware
WM Product Recovery Services, L.L.C.	45-3844173	Limited Liability Company	Colorado
WM Quebec Inc.	NA-0000041	Corporation	Canada
WM RA Canada Inc.	NA-0000172	Corporation	Ontario
WM Recycle America, L.L.C.	72-1541911	Limited Liability Company	Delaware
WM Recycle Europe, L.L.C.	20-0570245	Limited Liability Company	Delaware
WM Recycling Latin America, LLC	45-5258289	Limited Liability Company	Delaware
WM Refined Coal, LLC	27-4503057	Limited Liability Company	Delaware
WM Renewable Energy, L.L.C.	45-0511978	Limited Liability Company	Delaware
WM Resource Recovery & Recycling Center, Inc.	26-2289538	Corporation	Delaware
WM Resources, Inc.	25-1536159	Corporation	Pennsylvania
WM Safety Services, L.L.C.	20-3887188	Limited Liability Company	Delaware
WM Security Services, Inc.	20-3714754	Corporation	Delaware
WM Services SA	NA-0000108	Corporation	Argentina
WM Storage II, Inc.	27-1525390	Corporation	Delaware
WM Storage, Inc.	26-0285202	Corporation	Delaware
WM Texas Pack Rat, LLC	26-1442144	Limited Liability Company	Delaware
WM Trash Monitor Plus, L.L.C.	26-1436776	Limited Liability Company	Delaware
WM TX Energy Resources II, LLC	90-0789884	Limited Liability Company	Delaware
WM TX Energy Resources, LLC	27-4199664	Limited Liability Company	Delaware
WM WY Energy Resources II, LLC	27-3555459	Limited Liability Company	Delaware
WM WY Energy Resources III, LLC	27-3555596	Limited Liability Company	Delaware
WM WY Energy Resources, LLC	27-1184329	Limited Liability Company	Delaware
WMI Medical Services of Indiana, Inc.	35-1724992	Corporation	Indiana
WMI Mexico Holdings, Inc.	36-3912290	Corporation	Delaware
WMNA Container Recycling, L.L.C.	04-3735649	Limited Liability Company	Delaware
WMRE of Kentucky, LLC	75-2841775	Limited Liability Company	Delaware
WMRE of Michigan, LLC	27-3334762	Limited Liability Company	Delaware
WMRE of Ohio, LLC	75-2845119	Limited Liability Company	Delaware
WMRE of Ohio-American, LLC	75-2939229	Limited Liability Company	Texas

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
WMSALSA, Inc.	20-2580150	Not For Profit Corporation	Texas
WMST Illinois, L.L.C.	94-3423874	Limited Liability Company	Illinois
WTI Air Pollution Control Inc.	36-4110833	Corporation	Delaware
WTI Financial L.L.C.	20-0584237	Limited Liability Company	Delaware
WTI International Holdings Inc.	36-3908839	Corporation	Delaware
WTI Rust Holdings Inc.	02-0351425	Corporation	Delaware
WTI UK Fin Co Ltd		Corporation	United Kingdc
WTI UK Ltd	98-0336025	Corporation	United Kingdc
WTI/EFW Holdings Ltd		Corporation	United Kingdc
WTI/Willows Construction Ltd	98-1012514	Corporation	United Kingdc



CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road
Warren, NJ 07059

December 12, 2012

To: City of Oakland
250 Frank Ogawa Plaza #5301
Oakland, CA 94612

Principal: Waste Management of Alameda County, Inc.
Bid Date: December 12, 2012
Description: Disposal Services

Dear Sir/Madam:

We, Federal Insurance Company, hereby agree that in the event an award is made to Waste Management of Alameda County, Inc. on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance and/or Payment bonds that may be required.

Sincerely,
Federal Insurance Company

Lupe Tyler
Attorney-in-Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

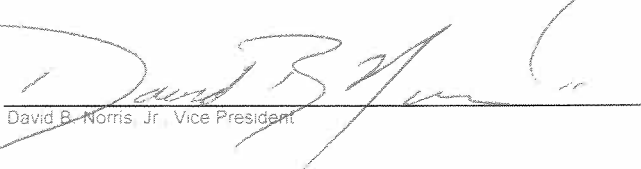
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Margaret Buboltz, U. Theresa Gardner, Michael J. Herrod, Wendy W. Stuckey, Nancy A. Thomas, Lupe Tyler and Lisa A. Ward of Houston Texas**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **September, 2012**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

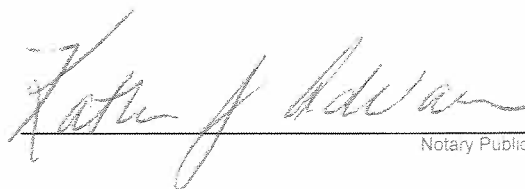
County of Somerset

On this **1st** day of **September, 2012** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct;
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 1st day of December, 2012




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com

DISPOSAL SERVICES FORM 4
SCHEDULE K PENDING DISPUTE DISCLOSURE FORM

Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract or transaction involving:

- The purchase of products, construction, non-professional or professional services,
- Contracts with concessionaires, facility or program operators or managers,
- Contracts with project developers, including Disposition and Development Agreements, Lease Disposition and Development Agreements and other participation agreements,
- Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of City facilities for a term less than thirty (30) consecutive calendar days.

Disclosure is required at the time bids, proposals or applications are due for any of the above –described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, which is involved in a pending dispute against the City of Oakland or Agency.

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

DISPOSAL SERVICES FORM 4
SCHEDULE K PENDING DISPUTE DISCLOSURE FORM

Individuals, Businesses or other entities should respond below:

1. Are you or your firm involved in a pending dispute or claim against the City of Oakland?

No ☒ Yes ☐ (check one)

1. If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract.

Contract Title: N/A

Date: N/A Official(s), Staff person(s) involved: N/A

Administering Department/Division: N/A

Issues: N/A

Contract Title: N/A

Date: N/A Official(s), Staff person(s) involved: N/A

Administering Department/Division: N/A

Issues: N/A

(check) ☐ **Additional Disputes listed on Attachment**

By signing below, I certify that all representations and disclosures made herein are true, correct and complete.

Signature: 

Print Name: Barry Skolnick

Title: President, WM of Alameda County, Inc. Date: 01/09/2013

DISPOSAL SERVICES FORM 5
SCHEDULE N DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (The "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimal level of compensation to their employees for the time their employees work on City of Oakland contracts.

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$11.70 per hour with health benefits, or \$13.45 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, of each year, Contractor shall pay the adjusted wage rates.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and at least ten additional days per year of uncompensated time off pursuant to Section 3-B "Compensated Days Off" of the Ordinance.
- (b) Health Benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.75 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- (c) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> and (2) <http://www.irs.gov/individuals/article/0,,id=96466,00.html>
- (d) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (e) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

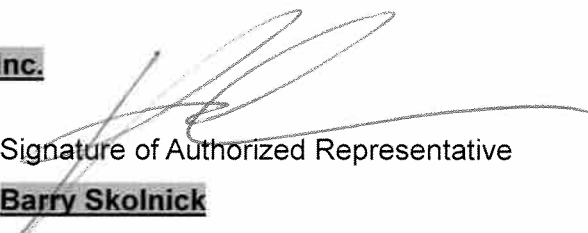
Employment Questionnaire: Please respond to the following questions:

Questions	Responses	Comments
(1) How many permanent employees are employed with your company? (if less than 5, stop here)	<u>476</u>	<u>N/A</u>
(2) How many of your permanent employees are paid above the Living Wage rate?	<u>476</u>	<u>N/A</u>
(3) How many of your permanent employees are paid below the Living Wage rate?	<u>0</u>	<u>N/A</u>

DISPOSAL SERVICES FORM 5 SCHEDULE N DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE		
(4) Number of compensated days off per employee? (Refer to item "a" above.)	<u>Non-union/non-exempt Minimum 18 days</u>	<u>Non-union/non-exempt can accrue up to 28 days and Exempt can accrue up to 23 days depending on length of service</u>
(5) Number of trainees in your company?	<u>0</u>	<u>N/A</u>
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	<u>0</u>	<u>N/A</u>

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Waste Management of Alameda County, Inc.

Company Name <u>172 98th Avenue, Oakland, CA 94603</u> Address <u>510 613 2112</u> Phone	 Signature of Authorized Representative <u>Barry Skolnick</u> Type or Print Name <u>President, WM of Alameda County, Inc.</u> Type or Print Title
Date <u>01/09/13</u>	

DISPOSAL SERVICES FORM 6
SCHEDULE N-1 EQUAL BENEFITS - DECLARATION OF NONDISCRIMINATION/EQUAL ACCESS
Completed by the Prime Contractor ONLY

Section A. Vendor / Contractor / Consultant / CFAR¹ InformationName of Company Waste Management of Alameda County, Inc.Name of Company Contact Barry SkolnickAddress 172 98th AvenueCity OaklandState CAZip 96403Phone Number 510 513 2112Fax Number 866 448 8860Vendor Number N/AFederal ID or Social Security Number 94-0727420Approximate Number of Employees in the U.S. 45,000 (WM, Inc.)

Are any of your employees covered by a collective bargaining agreement or union trust fund?

Yes ☒ No ☐ (check one)Union Name (s) Teamsters Local 70, East Bay Automotive Machinists local 1546, Warehouse Union Local 6 ILWU**Section B. Compliance**Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (please check one) Yes ☒ No ☐Does your company provide or offer access to any benefits to employees with domestic partners²? (please check one) Yes ☒ No ☐

¹ CFAR is a City Financial Recipient.

² Domestic Partner is defined as same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry.

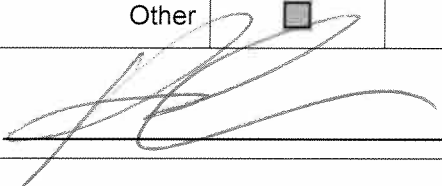
DISPOSAL SERVICES FORM 6
SCHEDULE N-1 EQUAL BENEFITS - DECLARATION OF NONDISCRIMINATION/EQUAL ACCESS
Completed by the Prime Contractor ONLY

Section C. Compliance

Please check each benefit that applies

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401K, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Signature



Date: **01/09/2013**

**DISPOSAL SERVICES FORM 7
PROPOSER TO MAKE EXAMINATION**

The proposer agrees that it has satisfied itself by proposer's own investigation and research regarding all such conditions, and that proposer's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and that the proposer shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be in any respect erroneous.

Signature  Name (typed) **Barry Skolnick**

Title **President, WM of Alameda County, Inc.**

Date **01/09/2013**

This page intentionally left blank.

DISPOSAL SERVICES FORM 8
CERTIFICATION OF NON-GRATUITIES**TO: THE CITY OF OAKLAND****CERTIFICATION**

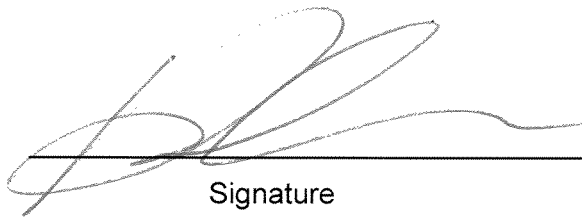
This is a written certification, signed under penalty of perjury, stating that no persons acting on behalf of **Waste Management of Alameda County, Inc.** has paid, or offered or attempted to pay, any elected or appointed official, officer or employee of City any compensation or consideration, in any form whatsoever, in connection with obtaining or entering into this Contract.

Barry Skolnick
Alameda County, Inc.

Name

President, WM of

Title


Signature

01/09/2013

Date

This page intentionally left blank.

**DISPOSAL SERVICES FORM 9
CONFLICT OF INTEREST**FIRM NAME: **Waste Management of Alameda County, Inc.**Date: **01/09/2013**

All proposers must disclose, below, the name of any officer, director, agent, or any relative of an officer, director, or agent who is an employee, elected official or appointed official of the City. Furthermore, all proposers must disclose, to the best of their knowledge, the name of any City employee, elected official or appointed official who has any direct or indirect economic interest in the proposers' firm or any of its branches or subsidiaries. "Economic interest" shall have the same meaning as that term is defined in Title 2, California Code of Regulations Sections 18703-18703.5.

The following officer, director, agent, or relative of an officer, director, or agent is an employee, elected official or appointed official of the City. *(Provide the full name of the individual, their relationship to the proposing company, and their position with the City. Indicate None if this is not applicable.)*

None

To the best of my knowledge, the following City employee, elected official or appointed official has a direct or indirect economic interest in this firm or any of its branches or subsidiaries. *(Provide the full name of the individual, their position with the City and their direct or indirect interest in the proposing company. Indicate None if this is not applicable.)*

None**Barry Skolnick****President, WM of Alameda County, Inc.**

Name

Title

Signature

Date: **01/09/2013**

This page intentionally left blank.

**DISPOSAL SERVICES FORM 10
NON-COLLUSION AFFIDAVIT OF PROPOSER**

State of CA County of Alameda

 , being duly sworn, deposes and says that:

1. He/She is President of Waste Management of Alameda County, Inc. the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached RFP, or of any other proposer, or to fix any overhead, profit or cost component of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Oakland, CA or any person interested in the proposed Contract; and
5. The Disposal Tipping Fee proposal in the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

County, Inc.

(Signed)

President, WM of Alameda

(Title)

Subscribed and sworn to before me this 3rd day of Jan, 2013

Kent L. Shephard

My Commission Expires: Nov 27, 2014

Notary Public, State of California



This page intentionally left blank.

DISPOSAL SERVICES FORM 11
EXCEPTIONS OR ALTERNATIVES TO CONTRACT

Proposers are to prepare the Maximum Service Rates based on the program specifications set forth in the RFP documents without considering any exceptions or alternatives that may be set forth on this form. In the event the proposer takes exception or provides alternatives to the RFP specifications they may set forth those exceptions or alternatives in the following manner.

- The exceptions or alternatives are to be presented on a separate paper titled, "Exceptions or Alternatives to Contract".
- Each exception or alternative must be presented separately by stating: the specific exception or alternative, the page and line numbers of the exception or alternative, the suggested changes to the program related to the exception or alternative, the suggested changes in the Contract language related to the exception or alternative, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in the Disposal Tipping Fee, as proposed by the proposer in this RFP, which would take place if the exception or alternative was accepted by the City.
- The exceptions or alternatives must be followed with the following language without exception.
- "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 Disposal Services set forth in the Contract under whatever circumstances may develop other than as herein provided."
- The form must be signed by an individual authorized to commit the proposer's firm to the Contract in the manner set forth below.

Signature  Name (typed) Barry Skolnick

Title President, WM of Alameda County, Inc.

Date 01/09/2013

Please note that if exceptions or alternatives are taken, all required information as set forth above must be submitted. Exceptions or alternatives taken without providing the required information will not be considered.

This page intentionally left blank.

DISPOSAL SERVICES FORM 12 DISPOSAL FACILITY Provide One Form Per Disposal Facility Site	
1. Name of Disposal Facility	<u>Altamont Landfill and Resource Recovery Facility</u>
2. Location of Disposal Facility	Street Address: <u>10840 Altamont Pass Road</u> City: <u>Livermore</u> State: <u>CA</u> Zip Code: <u>94551</u>
3. Type and Class of Disposal Facility	<u>Class I and Class II Waste Disposal Site</u>
4. Proposer's role in the Disposal Facility	<u>Owner</u>
5. Other contracting parties	<u>None</u>
6. Name, telephone number and address of Disposal Facility owner	<u>Waste Management of Alameda County</u> <u>510 430 8509</u> <u>172 98th Avenue, Oakland, CA 94603</u>
7. CalRecycle Permit Type and Number	<u>Landfill Disposal Site/01-AA-0009</u>
8. Local Land-use Permit Number	<u>C-5512</u>
9. Permitted Capacity	<u>87,100,000 tons</u>
10. Currently Planned Capacity	<u>87,100,000 tons</u>
11. Permitted Daily Tonnage	<u>11,150</u>
12. Currently Planned Daily Tonnage	<u>4,000</u>
13. Actual Current Daily Tonnage	<u>4,000</u>
14. Permitted Annual Tonnage	<u>4,069,750</u>
15. Permitted Daily Vehicle Trips	<u>557</u>
16. Currently Planned Daily Vehicle Trips	<u>175</u>
17. Actual Current Daily Vehicle Trips	<u>175</u>
18. Current Limits/Permit Restrictions	Hours of Operation: <u>24 hours</u> Types of Vehicles: <u>No restrictions</u>

DISPOSAL SERVICES FORM 12 DISPOSAL FACILITY Provide One Form Per Disposal Facility Site									
Other (please specify): <input type="text"/>									
19. Remaining Current Capacity as of January 1, 2012	<u>44 million tons</u>								
20. Projected Capacity in 2035	<u>23,000,000 tons</u>								
21. Current Major Customers (including Tonnage commitments)	(If more space is required, please attach a separate sheet)								
	<table border="1"> <thead> <tr> <th>Amount</th> <th>Term</th> </tr> </thead> <tbody> <tr> <td><u>Please see attached sheet</u></td> <td><input type="text"/></td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </tbody> </table>	Amount	Term	<u>Please see attached sheet</u>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Amount	Term								
<u>Please see attached sheet</u>	<input type="text"/>								
<input type="text"/>	<input type="text"/>								
<input type="text"/>	<input type="text"/>								
22. Planned Expansions, if any, to twenty (20) years and beyond	<u>None</u>								
23. Current Environmental Status (Include any historical violation of permit provisions or legal actions at the proposed Disposal Facility)	<u>Please see attached sheet</u>								
24. Description of Design, Permit and Operating Features that Protect and Monitor Public Health and Safety, Water Quality and Air Quality (leachate treatment facilities, landfill gas collection systems, base liner, etc.)	<u>The Landfill is designed and constructed to Class I and Class II sanitary landfill standards, and includes a leachate collection, removal, transmission, and treatment system; a landfill gas collection and control system; a groundwater monitoring plan; and storm water control and discharge monitoring</u>								
25. Form of Closure/Post-Closure Maintenance Financial Assurance Provided Under Current Regulations (trust fund, corporate guarantee, etc.)	<u>Surety Bonds</u>								
26. Status of Current Permits and Regulatory Approvals for the Disposal Facility	<u>The facility is fully permitted and approved.</u>								

DISPOSAL SERVICES FORM 12 DISPOSAL FACILITY Provide One Form Per Disposal Facility Site	
27. Required Permit Revision Mitigations, Fees (including host fees) and Approvals Necessary to Accept the City's Waste	<u>No revisions or approvals are necessary.</u> <u>(Please see Disposal Services Form 2 for fee information.)</u>
28. Method of Transportation Required for Landfill Access (e.g. transfer truck and trailer, rail car, etc.)	<u>Transfer truck and trailer</u>
29. Tipping Method for Incoming Load	<u>Facility-owned mechanical tippers</u>
30. Environmental Impact on Host Community	<u>The Altamont Landfill Has been accepting the Oakland waste stream for a number of years. No environmental impacts are expected.</u>

NOV Listing

<i>Date</i>	<i>Issue in Detail</i>	<i>Agency</i>	<i>Status</i>
4/16/98	OSHA 200 log documentation discrepancy	OSHA	No Further Action
9/28/98	Landfill gas collection system leaks (2)	BAAQMD	No Further Action
2/3/99	Employee exposure monitoring not performed	OSHA	No Further Action
2/3/99	Management of non-friable asbestos without utilizing wet methods	OSHA	No Further Action
2/3/99	Report not submitted	OSHA	No Further Action
2/3/99	Employee exposure notification of results not documented	OSHA	No Further Action
11/18/99	Groundwater monitoring issue	RWQCB	No Further Action
8/29/01	Tank removal notification not received	BAAQMD	No Further Action
8/29/01	Tank Authority to Construct incomplete	BAAQMD	No Further Action
8/29/01	Failure to submit landfill gas report	BAAQMD	No Further Action
6/27/02	Two gas wells out of compliance	BAAQMD	No Further Action
9/16/03	IC engines operating out of temp range in permit	BAAQMD	Settled
10/29/03	Flare operating out of required temp range	BAAQMD	Settled
7/2/04	IC engines operating out of compliance for CO; not reported within 96 hours (Issued to ALRRF/WMES)	BAAQMD	Settled
1/28/05	Issued NOV for exceeding Title V permit limit on VOCs from contaminated soils	BAAQMD	Cancelled
8/22/05	Late reporting of inoperative monitor	BAAQMD	Settled
5/3/07	Late source test for S-6 (turbine)	BAAQMD	Settled
1/7/09	S-24 (IC engine) exceeded permit limit for NOx during a source test	BAAQMD	Settled
3/5/09	S-23 (IC engine) exceeded permit limit for CO during a source test	BAAQMD	Settled
8/13/09	NOV issued for methane exceedances in gas monitoring probes	CIWMB/LEA	Remediated; No Further Action Required
1/11/10	NOV issued for methane exceedance in gas monitoring probe	LEA	Remediated; No Further Action Required
09/30/10	NOV issued for minor, corrected items noted during CUPA inspection (related to signage and gas cylinder storage)	CUPA (Alameda Cnty. Env. Health	Corrected during inspection; No Further Action Required

<i>Date</i>	<i>Issue in Detail</i>	<i>Agency</i>	<i>Status</i>
9/29/2011	NOV issued for contamination in C&D fines used for solidification	LEA	Corrective Action Plan in Place; No Further Action Required
1/2012	NOV issued for use of a mixture of C&D fines/Green waste fines for ADC	LEA	ALRRF submitted a demonstration project request to prove the material performs adequately for ADC
5/2012	NOV issued for the uncontrolled release of landfill leachate. Leachate was contained onsite and did not impact any offsite location.	RWQCB	The site implemented additional training and standard operating procedures to prevent future occurrences

This page intentionally left blank.

DISPOSAL SERVICES FORM 13 DELIVERY FACILITY (IF PROPOSED) Provide One Form Per Proposed Delivery Facility Site	
1. Name of Delivery Facility	<u>N/A</u>
2. Location of Delivery Facility	Street Address: <input type="text"/> City: <input type="text"/> State: <input type="text"/> Zip Code: <input type="text"/>
3. Type and Class of Delivery Facility	<input type="text"/>
4. Proposer's role in the Delivery Facility	<input type="text"/>
5. Other contracting parties	<input type="text"/>
6. Name, telephone number and address of Delivery Facility owner	<input type="text"/> <input type="text"/> <input type="text"/>
7. CalRecycle Permit Type and Number	<input type="text"/>
8. Local Land-use Permit Number	<input type="text"/>
9. Permitted Daily Tonnage	<input type="text"/>
10. Currently Planned Daily Tonnage	<input type="text"/>
11. Actual Current Daily Tonnage	<input type="text"/>
12. Permitted Annual Tonnage	<input type="text"/>
13. Permitted Daily Vehicle Trips	<input type="text"/>
14. Currently Planned Daily Vehicle Trips	<input type="text"/>
15. Actual Current Daily Vehicle Trips	<input type="text"/>
16. Current Limits/Permit Restrictions	Hours of Operation: <input type="text"/> Types of Vehicles: <input type="text"/> Other (please specify): <input type="text"/>

DISPOSAL SERVICES FORM 13 DELIVERY FACILITY (IF PROPOSED) Provide One Form Per Proposed Delivery Facility Site									
17. Current Major Customers (including Tonnage commitments)	(If more space is required, please attach a separate sheet)								
	<table border="1"> <thead> <tr> <th>Amount</th> <th>Term</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Amount	Term						
Amount	Term								
18. Planned Expansions, if any, to twenty (20) years and beyond									
19. Current Environmental Status (Include any historical violation of permit provisions or legal actions at the proposed Disposal Facility)									
20. Description of Design, Permit and Operating Features that Protect and Monitor Public Health and Safety, Water Quality and Air Quality (leachate treatment facilities, landfill gas collection systems, base liner, etc.)									
21. Status of Current Permits and Regulatory Approvals for the Delivery Facility									
22. Required Permit Revision Mitigations, Fees (including host fees) and Approvals Necessary to Accept the City's Waste									
23. Method of Transportation Provided for Facility Access (e.g. transfer truck and trailer, rail car, et.)									
24. Tipping Method for Incoming Load									
25. Environmental Impact on Host Community									

**DISPOSAL SERVICES FORM 14
COMBINED SCHEDULE C-1, P, V****Schedule C-1****“DECLARATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT”**

(Applicable to all city departments on all contracts and to be completed by the Prime Contractor)

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and
- F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.



The Altamont Landfill is home to the Western Burrowing Owl, the California red-legged frog and the San Joaquin Kit Fox - threatened or endangered species. Nearly 1,000 acres is designated a wildlife preserve under a Habitat Conservation Easement with federal and state agencies.



The efforts of the employees of the Altamont Landfill and Resource Recovery Facility have been truly exceptional, particularly in regards to: Engaging in conservation of habitat for a variety of threatened and endangered species; Participating in positive partnerships with the California Department of Fish and Game and the U.S. Fish and Wildlife Service...

– The Wildlife Habitat Council
Wildlife at Work Recertification Award



7. APPENDICES

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.

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

APPENDIX A. ALTERNATIVES AND EXCEPTIONS

EXCEPTIONS OR ALTERNATIVES TO CONTRACT

(DISPOSAL SERVICES - SERVICE GROUP 3)

The following WMAC exceptions are not non-negotiable.

1. Disposal Contract, Section 1.19, Page 4, Lines 116 – 164 (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 Disposal Tipping Fee Adjustment Methodology as submitted in its proposal is 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 Disposal Tipping Fee Adjustment Methodology as submitted in its proposal, 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 rate adjustments 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 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.

2. Disposal Contract, Section 5.19.1, Page 18, Lines 762 – 772 (Exception)

“Specifically, with reference to any legal action contesting charges for services under this Contract or the MM&O Collection Contract, should a court of competent jurisdiction or other regulatory agency set aside, invalidate or stay all or a portion of the Maximum Services Rate or Disposal Tipping Fees established by City, Contractor agrees to continue to provide Disposal Services as otherwise set forth herein. City may take such urgency actions as necessary to facilitate Contractor’s continuation of Disposal Services, potentially including interim suspension of portions of MM&O or Disposal Services. 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 above paragraph.

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 Service Rates if change accepted

No specific dollar amount is attributable to this proposed revision.

3. Disposal Contract, Section 6.01.1.1, Page 21, Lines 897 – 905 (Exception)

“Annual Disposal Fee Element Adjustment Through July 1, 2024. Beginning on July 1, 2016 and annually thereafter through July 1, 2024, the Disposal Fee Element of the Disposal Tipping Fee shall be adjusted by the (methodology to be inserted) as set forth in Exhibit 2 except that the Disposal Fee Element adjustment shall never increase or decrease by more than five (5) percent in any year regardless of the calculated adjustment. If the five (5) percent limit is applied to adjustments in the Disposal Fee Element of the Disposal Tipping Fee in any year, the difference between five (5) percent and the percentage by which Disposal Fee Element of the Disposal Tipping Fee would have been increased or decreased in the absence of the five (5) percent limit will not be considered in any future year.”

a. Suggested change

“Annual Disposal Fee Element Adjustment Through July 1, 2034. Beginning on July 1, 2016 and annually thereafter through July 1, 2034, the Disposal Fee Element of the Disposal Tipping Fee shall be adjusted by the (methodology to be inserted) as set forth in Exhibit 2 except that the Disposal Fee Element adjustment shall never increase or decrease by more than five (5) percent in any year regardless of the calculated adjustment. If the five (5) percent limit is applied to adjustments in the Disposal Fee Element of the Disposal Tipping Fee in any year, the difference between five (5) percent and the percentage by which Disposal Fee Element of the Disposal Tipping Fee would have been increased or decreased in the absence of the five (5) percent limit will not be considered in any future year.”

b. Benefit to the City, Customers or both

WMAC looks forward to a relationship with the City for the duration of the Disposal Services Contract, through its anticipated end in 2034. The methodology identified in Exhibit 2 will maintain stable rates for the City and allow for planning and budgeting through that date. The suggested change reflects the sunset of the agreement. It ensures that the rates and the formula WMAC and the City of Oakland agree to are secure through that date.

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

WMAC does not anticipate any changes to the rates, if accepted.

4. Disposal Contract, Section 6.01.1.2, Page 21, Lines 906 – 917 (Exception)

“Disposal Fee Element Adjustment for July 1, 2025. Prior to March 1, 2025 CITY shall conduct a survey of posted Disposal Tipping Fees at all disposal facilities within a fifty (50) mile radius of CONTRACTOR’S Disposal Facility. In addition, CONTRACTOR shall provide CITY with on-site access to documentation of tipping fees charged to its twenty (20) largest current customers. The July 1, 2025 Disposal Fee Element shall be set at an amount that is based on the average of the three (3) lowest tipping fees found in the tipping fee survey and the two (2) lowest tipping fees charged by CONTRACTOR to its twenty (20) largest customers as of January 1, 2025, adjusted to compensate for potential differences in required governmental and regulatory fees (Governmental Fee Elements). However, such adjustment to the Disposal Fee Element, whether positive or negative, shall be limited to no more than fifteen (15) percent of CONTRACTOR’S July 1, 2024 Disposal Fee Element regardless of the calculated adjustment.”

a. Suggested change

Delete entirely.

b. Benefit to the City, Customers or both

WMAC and the City of Oakland recognize the uniqueness of the disposal infrastructure and regulatory framework in Alameda County. Comparisons with disposal alternatives in other parts of Northern California are not relevant, given that no other landfill meets these standards for operations. Additionally, the Altamont landfill is restricted in receiving waste from only Alameda County and San Francisco and lacks any competitive advantage relative to other disposal facilities.

The fees and taxes associated with the Altamont landfill are unlike those in place in surrounding counties. While all landfills in California comply with CalRecycle standards, Altamont is in complete compliance with StopWaste.org regulations and maintains regulatory relationships with the Community Monitor Committee as well as biweekly inspections by our Local Enforcement Agency.

Altamont employees and staff pride themselves on maintaining these regulatory relationships. We recognize the uniqueness of these relationships and perceive that no other landfill can be compared with this facility for these reasons. The annual minimum rate increase is designed to partially offset the dramatic decline in disposal volumes due to Zero Waste efforts and increased fixed costs of landfill operations.

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

WMAC anticipates the rate structure in Exhibit 2 to remain in effect for the duration of the contract term.

5. Disposal Contract, Section 6.01.1.3, Page 21, Lines 918 – 926 (Exception)

“Disposal Fee Element Adjustment From July 1, 2026 Through July 1, 2034. Beginning on July 1, 2026 and annually thereafter through July 1, 2034, the Disposal Fee Element of the Disposal Tipping Fee shall be adjusted by the (methodology to be inserted) as set forth in Exhibit 2 except that the adjustment shall never increase or decrease by more than five (5) percent in any year regardless of the calculated adjustment. If the five (5) percent limit is applied to adjustments in the Disposal Fee Element of the Disposal Tipping Fee in any year, the difference between five (5) percent and the percentage by which Disposal Fee Element of the Disposal Tipping Fee would have been increased or decreased in the absence of the five (5) percent limit will not be considered in any future year.”

a. Suggested change

Delete entirely.

b. Benefit to the City, Customers or both

WMAC and the City of Oakland recognize the uniqueness of the disposal infrastructure and regulatory framework in Alameda County. Comparisons with disposal alternatives in other parts of Northern California are not relevant, given that no other landfill meets these standards for operations. Additionally, the Altamont landfill is restricted in receiving waste from only Alameda County and San Francisco and lacks any competitive advantage relative to other disposal facilities.

The fees and taxes associated with the Altamont landfill are unlike those in place in surrounding counties. While all landfills in California comply with CalRecycle standards, Altamont is in complete compliance with StopWaste.org regulations and maintains regulatory relationships with the Community Monitor Committee as well as biweekly inspections by our Local Enforcement Agency.

Altamont employees and staff pride themselves on maintaining these regulatory relationships. We recognize the uniqueness of these relationships and perceive that no other landfill can be compared with this facility for these reasons. The annual minimum rate increase is designed to partially offset the dramatic decline in disposal volumes due to Zero Waste efforts and increased fixed costs of landfill operations.

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

WMAC anticipates the rate structure in Exhibit 2 to remain in affect for the duration of the contract term.

6. Disposal Contract, Section 7.04.1, Page 28, Lines 1214 – 1235 (Exception)

“Commercial General Liability Insurance. CONTRACTOR, at its own expense, shall maintain liability and property damage insurance for the period covered by this Contract in the amount of Five Million Dollars (\$5,000,000) per occurrence. If such CGL insurance contains an aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The scope of such coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001). CITY and CONTRACTOR shall review coverage within sixty (60) days of the end of calendar year 2020. Such coverage shall include, but not be limited to, protection against claims arising from: bodily and personal injury, including death resulting therefrom; damage to property resulting from activities contemplated under this Contract; product liability; and claims relating to completed operations. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to the additional insured parties. The policy shall stipulate that this insurance is primary insurance and that no other insurance carried by CITY will be called upon to contribute to a loss suffered by CONTRACTOR hereunder, except where indemnity from CITY applies. The policy shall stipulate that this insurance shall apply separately to each of the insured parties against whom a claim is made, except with respect to the limits of the insurer’s liability. Such insurance shall be with insurers and under forms of policies reasonably satisfactory in all respects to CITY and shall provide that written notice must be given to CITY thirty (30) days prior to policy cancellation by certified mail, return receipt requested. CONTRACTOR shall notify CITY within thirty (30) days of its knowledge of or any material change in coverage that impacts this Contract.”

a. Suggested change

“Commercial General Liability Insurance. CONTRACTOR, at its own expense, shall maintain liability and property damage insurance for the period covered by this Contract in the amount of Five Million Dollars (\$5,000,000) per occurrence. If such CGL insurance contains an aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The scope of such coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001). CITY and CONTRACTOR shall review coverage within sixty (60) days of the end of calendar year 2020. Such coverage shall include, but not be limited to, protection against claims arising from: bodily and personal injury, including death resulting therefrom; damage to property resulting from activities contemplated under this Contract; product liability; and claims relating to completed operations. As respects the services provided by CONTRACTOR under this Agreement, the policy shall stipulate that this insurance is primary insurance and that no other insurance carried by CITY will be called upon to contribute to a loss suffered by CONTRACTOR hereunder, except where indemnity from CITY applies. The policy shall stipulate that this insurance shall apply separately to each of the insured parties against whom a claim is made, except with respect to the limits of the insurer’s liability. Such insurance shall be with insurers and under forms of policies reasonably satisfactory in all respects to CITY and shall provide that written notice must be given to CITY thirty (30) days

prior to policy cancellation. CONTRACTOR shall notify CITY within thirty (30) days of its knowledge of or any material change in coverage that impacts 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 Service Rates if change accepted

No specific dollar amount is attributable to this revision.

7. Disposal Contract, Section 7.04.2, Page 28, Lines 1236 – 1248 (Exception)

“Motor Vehicle Liability Insurance. CONTRACTOR, at its own expense, shall maintain motor vehicle liability insurance for the period covered by this Contract in the amount of Five Million Dollars (\$5,000,000) per occurrence combined single limit coverage for personal and bodily injury and property damage. The scope of such coverage shall be at least as broad as Insurance Services Office form number CA 0001 Covering Automobile Liability, Code (any auto). CITY and CONTRACTOR shall review coverage within sixty (60) days of the end of calendar year 2020. CITY may require reasonable changes in the amount of the insurance coverage set forth herein based on documented changes in industry standards during the five (5) year period ended June 30, 2020. Such insurance shall be with insurers and under forms of policies reasonably satisfactory in all respects to CITY and shall provide that written notice must be given to CITY thirty (30) days prior to policy cancellation by certified mail, return receipt requested. CONTRACTOR shall notify CITY within thirty (30) days of its knowledge or any material change in coverage that impacts this Contract.”

a. Suggested change

“Motor Vehicle Liability Insurance. CONTRACTOR, at its own expense, shall maintain motor vehicle liability insurance for the period covered by this Contract in the amount of Five Million Dollars (\$5,000,000) per occurrence combined single limit coverage for personal and bodily injury and property damage. The scope of such coverage shall be at least as broad as Insurance Services Office form number CA 0001 Covering Automobile Liability, Code (any auto). CITY and CONTRACTOR shall review coverage within sixty (60) days of the end of calendar year 2020. CITY may require reasonable changes in the amount of the insurance coverage set forth herein based on documented changes in industry standards during the five (5) year period ended June 30, 2020. Such insurance shall be with insurers and under forms of policies reasonably satisfactory in all respects to CITY and shall provide that written notice must be given to CITY thirty (30) days prior to policy cancellation. CONTRACTOR shall notify CITY within thirty (30) days of its knowledge or any material change in coverage that impacts 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 Service Rates if change accepted

No specific dollar amount is attributable to this revision.

8. Disposal Contract, Section 7.04.3, Pages 28 - 29, Lines 1249 – 1261 (Exception)

“Worker Compensation Insurance. CONTRACTOR, at its own expense, shall carry and maintain full Worker Compensation Insurance, as required by the California Labor Code and Employer’s Liability insurance with limits not less than Five Million Dollars (\$5,000,000) for each employee per accident or disease. The scope of such coverage shall be at least as broad as the Worker’s Compensation insurance required by the State of California and Employer’s Liability insurance. Such insurance shall be with insurers and under forms of policies reasonably satisfactory in all respects to CITY, unless CONTRACTOR is self-insured and complies with the requirements of Section 7.04.5. Such policies shall provide that written notice must be given to CITY thirty (30) days prior to cancellation by certified mail, return receipt requested. CONTRACTOR shall notify CITY within thirty (30) days of its knowledge or any material change in coverage that impacts this Contract. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of CITY for all work performed by CONTRACTOR, its employees, agents, and subcontractors.”

a. Proposed change

“Worker Compensation Insurance. CONTRACTOR, at its own expense, shall carry and maintain full Worker Compensation Insurance, as required by the California Labor Code and Employer’s Liability insurance with limits not less than Five Million Dollars (\$5,000,000) for each employee per accident or disease. The scope of such coverage shall be at least as broad as the Worker’s Compensation insurance required by the State of California and Employer’s Liability insurance. Such insurance shall be with insurers and under forms of policies reasonably satisfactory in all respects to CITY, unless CONTRACTOR is self-insured and complies with the requirements of Section 7.04.5. Such policies shall provide that written notice must be given to CITY thirty (30) days prior to cancellation. CONTRACTOR shall notify CITY within thirty (30) days of its knowledge or any material change in coverage that impacts this Contract. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of CITY for all work performed by CONTRACTOR, its employees, agents, and subcontractors.”

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 Service Rates if change accepted

No specific dollar amount is attributable to this revision.

9. **Disposal Contract, Section 7.04.5.4, Page 29, Lines 1289 – 1291 (Exception)**

“Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its Councilmembers, directors, officers, agents, employees, or volunteers.”

a. Proposed change

Delete entirely.

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 Service Rates if change accepted

No specific dollar amount is attributable to this revision.

10. Disposal Contract, Section 7.04.5.6, Page 29, Lines 1296 – 1299 (Exception)

“Each insurance policy required by this Article shall be occurrence based (except as provided in Section 7.04.5.11), shall be endorsed to state coverage, shall not be canceled by either party or changed materially except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to CITY.”

a. Proposed change

“Each insurance policy required by this Article shall be occurrence based (except as provided in Section 7.04.5.11), shall be endorsed to state coverage, shall not be canceled except after thirty (30) days’ prior written notice has been given to CITY. CONTRACTOR shall provide at least thirty (30) days’ written notice to CITY, by certified mail, return receipt requested, of any insurance policy required hereunder being materially changed.”

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 materially changed. 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 materially changed.

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

No specific dollar amount is attributable to this revision.

11. Disposal Contract, Section 7.04.5.7, Pages 29 - 30, Lines 1300 – 1303 (Exception)

“CITY, its Councilmembers, directors, officers, agents, employees, and volunteers shall be named as additional insured on all policies. In the event of cancellation, or material change in coverage, thirty (30) days prior written notice thereof shall be given to CITY. Notice shall be sent by certified mail to the parties designated in Section 21.01.”

a. Proposed change

“CITY, its Councilmembers, directors, officers, agents, employees, and volunteers shall be named as additional insured on all policies. In the event of cancellation, thirty (30) days prior written notice thereof shall be given to CITY. CONTRACTOR shall provide at least thirty (30) days’ written notice to CITY, by certified mail, return receipt requested, of any insurance policy required hereunder being materially changed.”

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 materially changed. 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 materially changed.

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

No specific dollar amount is attributable to this revision.

12. Disposal Contract, Section 7.04.5.10, Page 30, Lines 1311 – 1314 (Exception)

“CONTRACTOR and insurer agree to waive all rights of subrogation against CITY for losses arising from work performed by CONTRACTOR for CITY. CONTRACTOR shall deliver the insurer’s consent to such waiver within thirty (30) days of the Effective Date of this Contract.”

a. Proposed change

“CONTRACTOR and insurer agree to waive all rights of subrogation against CITY for losses arising from work performed by CONTRACTOR for CITY. CONTRACTOR shall deliver certificates of insurance and/or a waiver of subrogation endorsement.”

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 Service Rates if change accepted

No specific dollar amount is attributable to this revision.

13. Disposal Contract, Section 7.06, Pages 30 - 31, Lines 1345 – 1348 (Exception)

“Upon notification of receipt by CITY of a notice of cancellation, material change in coverage, or expiration of policy(ies), CONTRACTOR shall file with CITY a certified copy of a new or renewal policy(ies) and certificates for such policy(ies), satisfactory to CITY.”

a. Proposed change

“Upon notification of receipt by CITY of a notice of cancellation, material change in coverage, or expiration of policy(ies), CONTRACTOR shall file with CITY certificates for such policy(ies), satisfactory to 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 Service Rates if change accepted

No specific dollar amount is attributable to this revision.

14. **Disposal Contract, Section 7.08, Page 31, Lines 1353 – 1358 (Exception)**

“Deductibles and Self-Insured Retentions. The level of deductibles and amounts of self-insured retention shall be subject to the approval by CITY and CITY may require additional financial assurances in the event that deductibles or self-insured retention exceed CITY’s approved levels. Except as set forth in Section 7.04.5.11 above, any deductibles or self-insured retentions shall be for the account of CONTRACTOR and shall be the sole responsibility of CONTRACTOR.”

a. Proposed change

“Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall be for the account of CONTRACTOR and shall be the sole responsibility of CONTRACTOR.”

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 Service Rates if change accepted

No specific dollar amount is attributable to this revision.


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 Disposal Services set forth in the Contract under whatever circumstances may develop other than as herein provided.

Signature:

Name:

Title:

Date:



Barry Skolnick
President
1/9/2013

APPENDIX B. ECONOMIC IMPACT REPORT

Economics & Politics, Inc.

961 Creek View Lane
Redlands, CA 92373
(909) 307-9444 Phone
(909) 748-0620 FAX
john@johnhusing.com
www.johnhusing.com

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 98th 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

Exhibit 2.-Local Spending By WMAC Operations, East Bay Metropolitan Area, 2006-2011 (000)							
	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%
Total annual operating spending	\$113,041	\$120,962	\$125,791	\$123,611	\$132,312	\$136,687	100.0%
Oakland	\$65,564	\$70,158	\$72,959	\$71,694	\$76,741	\$79,278	58.0%
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:

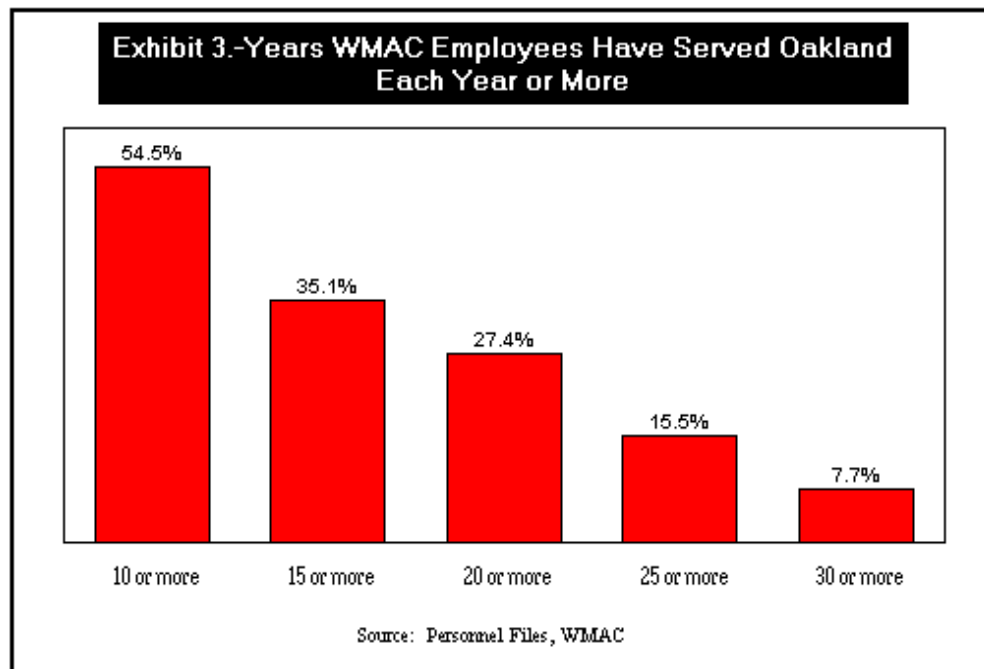
- 425 employees work in the Oakland operational unit
- 282 people are employed at the Davis Street transfer, recycling and materials recovery facility (*MRF*) that straddles the Oakland and San Leandro line

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

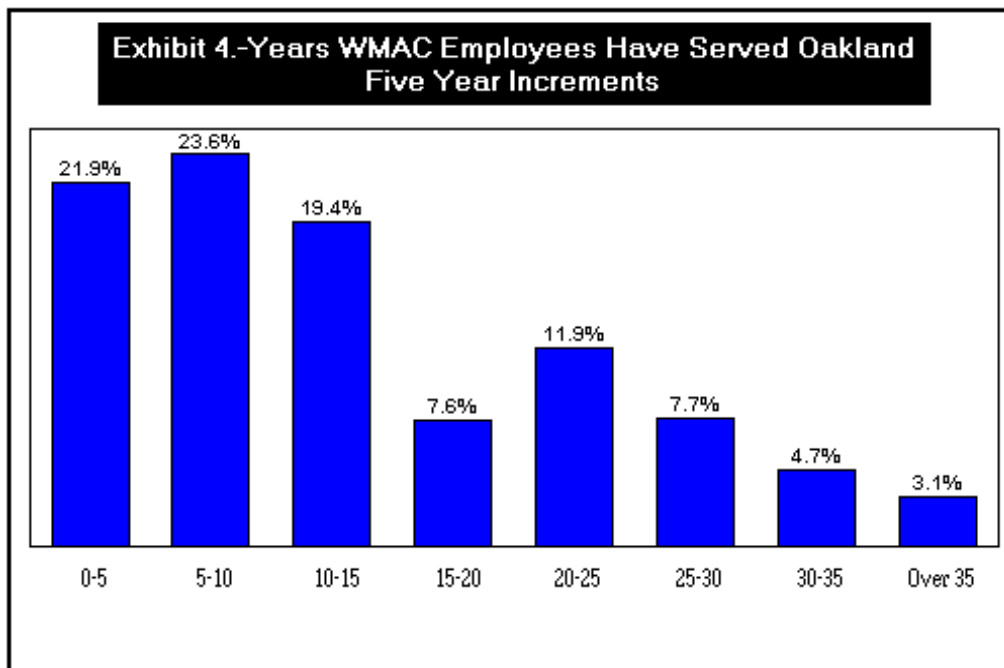
Of these workers, 85.5% are covered by three union contracts with Teamster's Locals 6, 70 and 1546. The other 14.5% are management personnel.

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*):

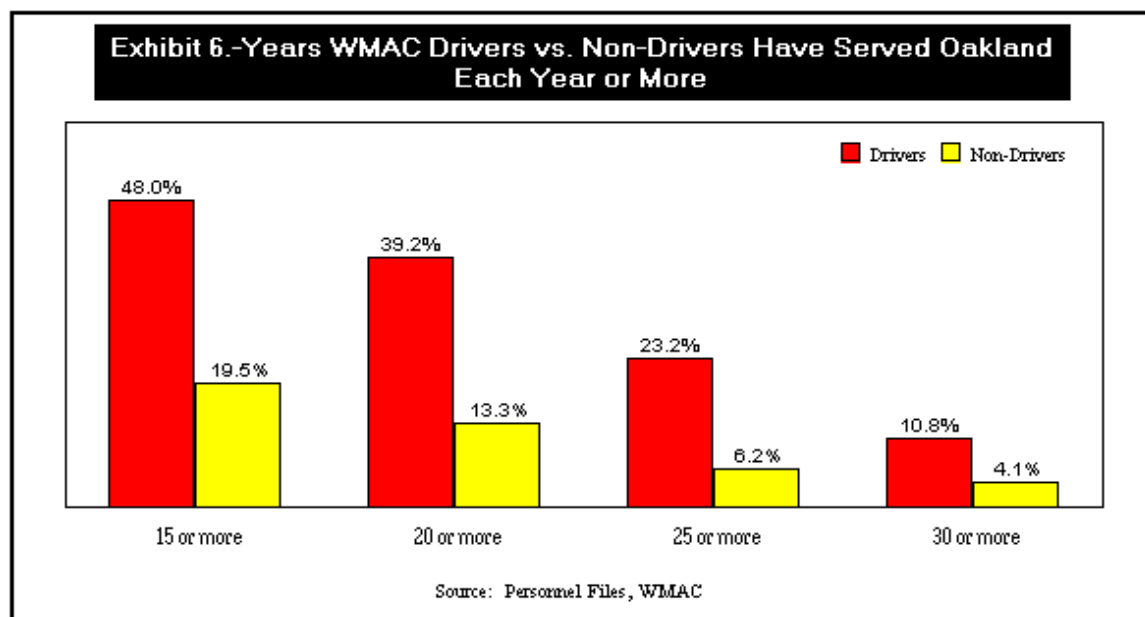
- The weighted average hourly wage would be \$13.71
- Benefits run at 97% of wages and equal an average of \$13.30 per hour
- Total hourly wages and benefits thus average \$27.01
- For a 2,080 hour fulltime year, that is an average annual compensation of \$56,173
- The total expenditure on these 79 positions 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
Total		\$13.71	\$13.30	\$27.01	\$56,173	79	\$4,437,7010
Oakland: New Hires	40 Workers	\$13.71	\$13.30	\$27.01	\$56,173	40	\$2,246,937

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*):

Exhibit 7.-Replacement Workers, Wages & Benefits, Contract Proposal, WMAC							
Job Title	Share of Replacements	Wage	Benefits 97%	Total Pay	Annual	Jobs	Total Annual
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
Total Replacements	100.0%	\$24.24	\$23.52	\$47.76	\$99,343	50	\$4,967,161
Oakland (50% Commitment)		\$24.24	\$23.52	\$47.76	\$99,343	25	\$2,483,580

- 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.

Exhibit 8.-Combined New Jobs, Oakland Under 50% Commitment						
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
Oakland New Jobs	\$17.76	\$17.23	\$34.99	\$72,777	65	\$4,730,517

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

Exhibit 9.-Waste Collection Equipment: Capital Expenditures					
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
Total	\$35,000,000	\$700,000	\$35,700,000	\$3,570,000	\$23,300,000
Oakland	\$8,750,000	\$175,000	\$8,925,000	\$892,500	\$23,300,000
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*):

Exhibit 10.-Oakland Waste Processing Equipment Related Expenditures			
Start Date	Project Description (all involve permitting, design and construction)	Capital Allocated	Average Annual
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
TOTAL		\$86,300,000	
Oakland		\$21,575,000	
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.

Exhibit 11.-Creating Increased Capacity Utilization, Altamont Landfill		
Year	Process	Expenditure
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
	Totals	\$16,374,283
	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:

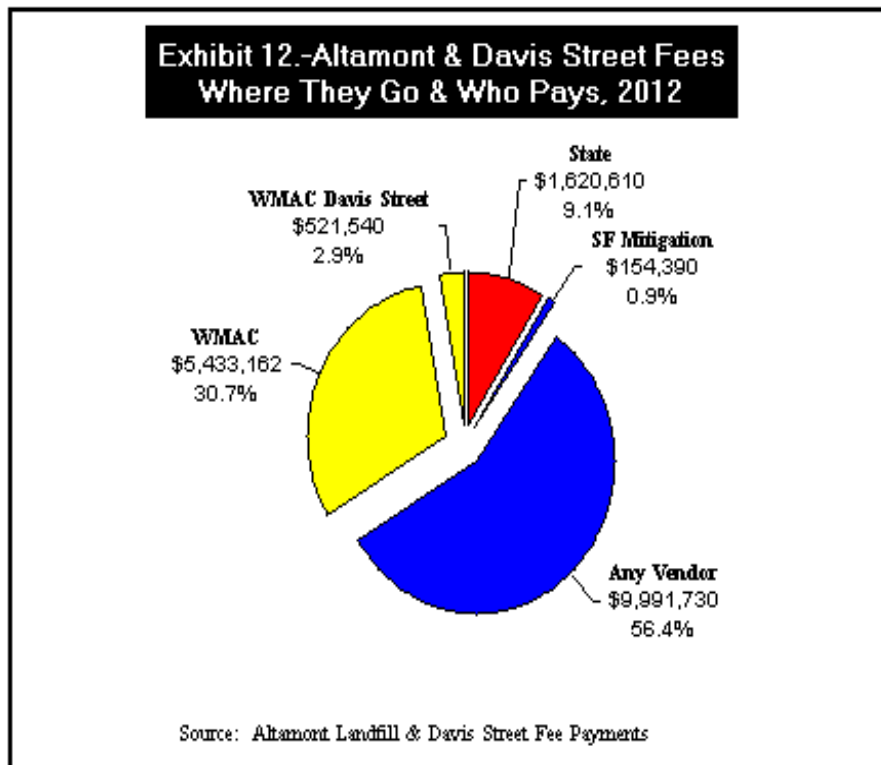
- \$16,065,000 in vehicle purchases (*Exhibit 9*)
- \$38,835,000 in equipment at San Leandro-Oakland transfer facility (*Exhibit 10*)
- \$12,281,712 in capacity expansion at the Altamont Landfill (*Exhibit 11*)
- **Secondary impact** occurs as the sub-contractors, suppliers and employees receiving the 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



EMBRACING THE ZERO WASTE CHALLENGE

SUSTAINABILITY REPORT 2012

OUR COMPANY

Message from the CEO	2
Waste Management in Summary	4
Sustainability Goals and Progress to Date	5
Our Business Mix	6
Awards	8
Sustainability Key Performance Indicators	9
About this Report	10
Global Reporting Initiative	10

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.



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 (CO₂) emissions from our fleet, and we can report dramatic improvement in per-mile emissions of nitrogen oxides (NOx) 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

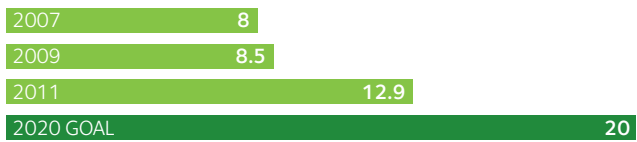
Waste Management is the leading provider of comprehensive waste management and environmental services in North America. We are also a leading developer, operator and owner of waste-to-energy and landfill-gas-to-energy facilities in the United States. Headquartered in Houston, Texas, the company is publicly 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

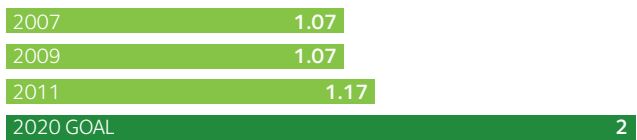
TONS OF RECYCLABLES MANAGED

(million tons)



WASTE-BASED ENERGY PRODUCTION

(million households)



FLEET EMISSIONS

(percent reduction in CO₂ equivalent (CO₂e) emissions)

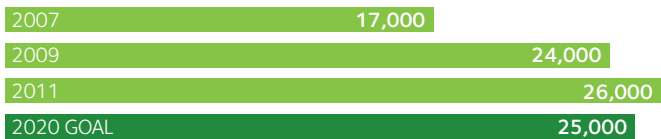
2007 emissions: 2.14M tons CO₂e



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.)

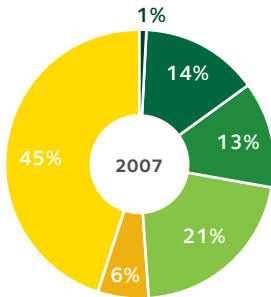
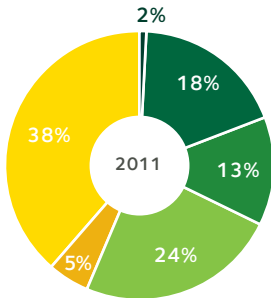
Green services include all forms of recycling, as well as waste-to-energy and landfill-gas-to-energy projects and revenue from collections that feed these projects. The green category includes our consulting work helping other enterprises reduce and recycle waste as well as produce green energy. It also 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

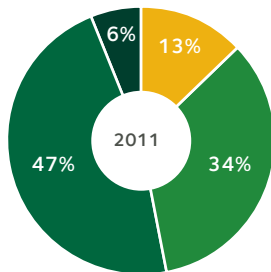
- Newest Innovative Service Lines**
Includes Organic Growth Group/Upstream revenues, and Healthcare Solutions.
- Recycling**
Includes Waste Management Recycling Services, Recycling Material Sales and Brokerage, landfill revenues from Revenue Generating Cover and Redirected Waste, Organics and recycling 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 ¹ (Metric Tons CO ₂ 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 ²			
• 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 ³	17,703,584	16,268,622	15,593,412
Waste-Based Energy Benefits ⁴			
• 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 ⁵	0	0	0
Charitable Giving	\$12,861,665	\$13,331,857	\$13,983,472

¹ 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.

² 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.

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

⁴ 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.

⁵ 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

Vice President, Corporate Communications and Community Relations
lynnbrown@wm.com
(713) 394-5093

Sue Briggum

Vice President, Federal Public Affairs and Public Policy
sbriggum@wm.com
(202) 639-1219