

**FRANCHISE AGREEMENT FOR  
SOLID WASTE AND YARD WASTE COLLECTION AND DISPOSAL SERVICES**

**Between**

**THE CITY OF OAKLAND**

**And**

**WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.**

**6<sup>th</sup> Amendment**

**July 1, 2005**

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  - B-2 Rates Effective July 1, 1996
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- D. City-owned or Operated Facilities Effective December 1, 1995
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- E. Street Litter Container Locations and Service Schedule Effective December 1, 1995
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  - F-7 Program Effective January 1, 2003
  - F-8 On-Call Pilot Bulky Waste Collection Project Effective February 2, 2003
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- G. Community Education and Outreach Plan

- H. Reporting Requirements
- I. Exhibit deleted by Fifth Amendment to Franchise Agreement
- J. Faithful Performance Bond and Letter of Credit
  - J-1 Performance Bond dated December 18, 2003
  - J-2 Performance Bond dated November 29, 2004
- K. Guaranty by WMX TECHNOLOGIES, INC.
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- L. Hazardous Waste Exclusion Program and Policies
  - L-1 Contractor's Hazardous Waste Exclusion Program
- M. Implementation Plan Schedule and Summary Effective December 1, 1995
  - M-1 Capital Listing Schedule
  - M-2 Implementation Plan Effective January 1, 2005
- N. List of Transfer Station, Material Recovery Facility, Processing Facility and Disposal Facility Permits as of December 1, 1995
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- O. Volume to Weight Conversion Factors
- P. Local and Small Business Enterprise Program
- Q. Local, Minority and Women Business Enterprise Purchasing Program
- R. List of Closure/Post Closure Maintenance Plans
- S. Curbside Service Exemption
- T. Contractor's Service Areas
- U. List of City Facilities with WMAC Recycling Service
- V. Recycling Reporting Requirements
- W. Non-Targeted Recyclable Materials
- X. Declaration of Compliance with the American with Disabilities Act

- Y. Living Wage Ordinance Declaration of Compliance
- Z. Equal Benefits Declaration of Nondiscrimination
- AA. Acknowledgement of Campaign Contribution Limits Form
- BB. Nuclear Free Zone Disclosure Form
- CC. Small Business Subscription Rates
- DD. Supplemental Agreement dated December 2, 1995
- EE. First Amendment to Supplemental Agreement dated July 1, 1996
- FF. Settlement Agreement dated July 26, 1996
- GG. Second Settlement Agreement dated March 1, 1999
- HH. First Amendment to Franchise Agreement dated October 1, 1997
- II. Second Amendment to Franchise Agreement dated March 1, 1998
- JJ. Third Amendment to Franchise Agreement dated March 1, 1999
- KK. Fourth Amendment to Franchise Agreement dated February 1, 1998
- LL. Fifth Amendment to Franchise Agreement dated January 1, 2005
- MM. Settlement Agreement and Release dated July 29, 2003
  - MM-1 Resolution No. 77962 C.M.S. dated July 15, 2003
- NN. Ordinance No. 11820 C.M.S. Authorizing Franchise Agreement
  - NN-1 Ordinance No. 12421 C.M.S. dated June 11, 2002
  - NN-2 Ordinance No. 12499 C.M.S. dated May 29, 2003
  - NN-3 Ordinance No. 12524 C.M.S. dated July 29, 2003
  - NN-4 Ordinance No. 12604 C.M.S. dated June 15, 2004
- OO. Resolution No. 77500 C.M.S. Establishing 75% Waste Reduction Goal by 2010
- PP. Adjustment to Franchise Fee, City Fees and Residential Recycling Rate
  - PP-1 Franchise Fee, City Fees and Residential Recycling Rate Effective July 1, 2000
  - PP-2 Franchise Fee, City Fees and Residential Recycling Rate Effective July 1, 2001

- PP-3 Franchise Fee, City Fees and Residential Recycling Rate Effective July 1, 2002
- PP-4 Franchise Fee, City Fees and Residential Recycling Rate Effective July 1, 2003
- PP-5 Franchise Fee, City Fees and Residential Recycling Rate Effective July 1, 2004
- PP-6 Franchise Fee, City Fees and Residential Recycling Rate Effective July 1, 2005
  
- QQ. Letter from City Administrator Designating City Representative
- RR. Professional Services Questionnaire
- SS. Project Consultant Team
- TT. Employment Questionnaire
- UU. Business Tax Certificate
- VV. Independent Contractor Questionnaire
- WW. Affirmative Action Program Statement on Policy
- XX. Certificate of Insurance
- YY. Alameda County Measure D

## **FRANCHISE AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES**

This Franchise Agreement ("Agreement") by and between the City of Oakland, a municipal corporation, (the "City") and Waste Management of Alameda County, Inc., a California corporation (the "Contractor") is made and entered into as of the 1<sup>st</sup> day of December, 1995. Said Agreement has been amended by (1) the Supplemental Agreement dated December 2, 1995 and attached to this Agreement as Exhibit DD; (2) the First Amendment to Supplemental Agreement dated July 1, 1996 and attached to this Agreement as Exhibit EE; (3) the Settlement Agreement dated July 26, 1996 and attached to this Agreement as Exhibit FF; (4) the Second Settlement Agreement dated March 1, 1999 and attached to this Agreement as Exhibit GG; (5) the First Amendment to Franchise Agreement dated October 1, 1997 and attached to this Agreement as Exhibit HH; (6) the Second Amendment to Franchise Agreement dated March 1, 1998 and attached to this Agreement as Exhibit II; (7) the Third Amendment to Franchise Agreement dated March 1, 1999 and attached to this Agreement as Exhibit JJ; (8) the Fourth Amendment to Franchise Agreement dated February 1, 1998 and attached to this Agreement as Exhibit KK; (9) the Fifth Amendment to Franchise Agreement dated January 1, 2005 and attached to this Agreement as Exhibit LL; and (10) the Settlement Agreement and Release dated July 29, 2003 and attached to this Agreement as Exhibit MM. The Agreement and all subsequent amendments thereto have been incorporated into this Franchise Agreement for Integrated Solid Waste Management Services dated July 1, 2005.

### **RECITALS**

Whereas, on November 21, 1978 the City and Oakland Scavenger Company entered into a twenty-five (25) year exclusive franchise agreement for the collection, removal and disposal of refuse in the City of Oakland; and

Whereas, the City and Oakland Scavenger Company entered into an agreement for the emptying of street litter containers; and

Whereas, on February 1, 1993 the City and Oakland Scavenger Company entered into a five (5) year agreement for the collection, processing and marketing of residential recyclable materials; and

Whereas, on October 21, 1993 Oakland Scavenger Company changed its name to Waste Management of Alameda County, Inc. and continues to provide refuse and residential recycling service in the City of Oakland; and

Whereas, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("AB 939") Division 30 of the California Public Resources Code, commencing with Section 40000, declares that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

Whereas, AB 939 requires California cities to reduce waste disposal by 25% by 1995 and 50% by 2000; and

Whereas, in 1990, Alameda County voters passed Measure D, attached as Exhibit YY establishing the Alameda Source Reduction and Recycling Board and setting a county-wide 75% solid waste diversion goal; and

Whereas, the City on October 29, 2002 passed Resolution No. 77500 C.M.S., attached as Exhibit OO, to adopt a goal of 75% reduction of waste going to landfills by 2010 in support of the Measure D goal, and the implementation date established by the Alameda County Source Reduction and Recycling Board; and

Whereas, the City intends to comply with the requirements of AB 939 and Resolution No. 77500 C.M.S. for the diversion of waste from landfill disposal, and to effectuate the City's own waste reduction strategy; and

Whereas, the City wishes to maximize cost effective waste reduction, recycling and composting in order to comply with AB 939 and Resolution No. 77500 C.M.S. and to promote resource conservation; and

Whereas, Yard Waste represents a large potential contribution to waste diversion in the City if it is separated from Solid Waste and diverted from disposal; and

Whereas, the City wishes to provide for sanitary, efficient and cost-effective Solid Waste and Yard Waste collection and disposal services within its jurisdiction; and

Whereas, the public health, safety and welfare in the City requires that the collection, transportation over City streets, and ultimate disposition of Solid Waste, Yard Waste and components thereof, be closely regulated and monitored by the City; and

Whereas, the most efficient and effective means of providing Yard Waste collection services in the City is through an exclusive franchise with the provider of Solid Waste collection services for the City; and

Whereas, the City Council of the City of Oakland has determined that it is necessary to enter into an exclusive franchise in order to provide Solid Waste and Yard Waste collection and disposal services while maintaining the necessary controls over such factors as charges and fees, frequency and means of collection, use of City streets for transport and performance of recycling and composting services; and

Whereas, the City has the right under its police power to make provisions for Solid Waste handling, collection and disposal in a manner that the governing body deems appropriate, including the award, without competitive bidding, or partially or wholly exclusive franchises; and

Whereas, the City has the authority, pursuant to City Charter Section 1000, to grant or issue franchises for the transaction of business, providing of services or for the

use of public streets or other public places, and to assess fees or other compensation to be paid therefore and the penalties for violations thereof; and

Whereas, Public Resources Code sections 40059 and 49300 currently state that the local governing body has the authority to make provisions for solid waste handling, collection and disposal in a manner that the governing body deems appropriate, including the award, without competitive bidding, of partially or wholly exclusive franchises by resolution or ordinance; and

Whereas, Contractor has represented and warranted to the City that it has the experience, responsibility, and qualifications to conduct Yard Waste programs and to arrange with residents and other entities in the City for (i) the collection, safe transport, processing and sale of Yard Waste, and (ii) the collection, safe transport, processing and safe disposal of Solid Waste (knowing that some of the aforementioned materials may inadvertently contain hazardous materials), the City Council determines and finds that the public interest, health, safety and welfare would be best served if Contractor were to make arrangements with residents and other entities to perform these services; and

Whereas, the City and Contractor have agreed to terminate the Franchise Agreement dated November 21, 1978 and the Street Litter Container Agreement and enter into this new Agreement in order to meet the AB 939 and Resolution No. 77500 C.M.S. goals and provide expanded and more cost effective Solid Waste handling services; and

Whereas, Ordinance No. 11820 C.M.S., attached to this Agreement as Exhibit NN, authorized the City Manager to integrate the Residential Recycling Services Agreement, as amended, into the Franchise Agreement for Integrated Solid Waste Management Services; and

Whereas, the City and Contractor agree that it is in the best interest of both parties to integrate all of the changes made to the Franchise Agreement between December 1, 1995 and July 1, 2005 into a comprehensive document to constitute the entire understanding and agreement of the City and Contractor with respect to the services to be provided under this Agreement.

NOW, THEREFORE, for the reasons stated above and in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the City and Contractor agree as follows:

### **ARTICLE 1.00 – DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified below for the purposes of this Agreement, including all exhibits, unless the context clearly provides otherwise:

**1.1 AB 939.** The California Integrated Waste Management Act (Public Resources Code Sections 40000 et seq.), as amended, including rules and regulations

promulgated thereunder as amended, which among other things, requires each city and county to divert twenty-five percent (25%) of its waste stream from landfill disposal by December 31, 1995, and to divert fifty percent (50%) of its waste stream from landfill disposal by December 31, 2000.

**1.2 Agreement.** This Franchise Agreement between the City and Contractor for the provision of Recycling, Solid Waste and Yard Waste collection and disposal services, including all exhibits, and any amendments hereto.

**1.3 Alternative Security.** Security other than a Performance Bond provided to the City by Contractor to assure Contractor's performance under this Agreement, in accordance with the provisions of Section 11.1.

**1.4 Base Component.** That portion of the Disposal Costs that represents Contractor's capital and operating costs, general and administrative costs for disposal of Solid Waste at the Disposal Facility. These costs, as of July 1, 1995, are shown on Exhibit C. These costs, as of July 1, 2005, are shown on Exhibit C-1 and each subsequent change in the Base Component shall be sequentially numbered and attached hereto.

**1.5 Bulky Goods.** Discarded materials such as, but not limited to, stoves, refrigerators, hot water heaters, washing machines, other White Goods, large and small household appliances, furniture, carpets, tires, mattresses, clothing, oversized Yard Waste, such as tree trunks and large branches, and other similar waste materials with weights or volumes greater than those allowed in waste collection bins or other containers, excluding Construction Debris.

**1.6 Business.** Of or pertaining to a commercial establishment and/or industrial facility including, but not limited to, governmental, religious, and educational facilities.

**1.7 City.** The City of Oakland, a municipal corporation, including any subsequently annexed geographic portions thereof.

**1.8 City Council.** The governing legislative body of the City.

**1.9 City Facilities.** List of City-owned or operated sites and facilities as of December 1, 1995, which may be amended from time to time, attached as Exhibit D to this Agreement. The list of City Facilities as of July 1, 2005 is attached as Exhibit D-1 and each subsequent change in the list shall be sequentially numbered and attached hereto.

**1.10 City Legislation.** Any code, ordinance, resolution, motion or any other formal enactment of the City Council which now exists or which may hereafter be adopted which constitutes law or regulation governing the operation of Contractor.

**1.11 City Representative.** The City Administrator shall be the City's Representative. The City Administrator may designate one or more City employees to

act as his/her representative to the Contractor regarding the requirements of this Agreement, and shall notify Contractor of the scope of his/her representatives' authority to act in those matters.

**1.12 Composting Materials.** Organic material such as vegetable, fruit, yard, tree, and wood discards, which through the course of controlled biological decomposition, degrades into compost.

**1.13 Construction Debris.** Waste building materials resulting from construction, remodeling, repair or demolition operations.

**1.14 Consumer Price Index or Index.** The San Francisco/Oakland/San Jose Metropolitan Area Consumer Price Index (Urban Wage Earners and Clerical Workers, 1982-84=100) compiled and published by the United States Department of Labor, Bureau of Labor Statistics, or successor thereto. If the Consumer Price Index ceases to be published, and there is no successor thereto, such other index as City and Contractor shall agree upon in writing shall be substituted for the Consumer Price Index. The Index as of January 1995 is 148.2.

**1.15 Contaminant.** Non-recyclable materials either accidentally or mistakenly collected in the Program or created during Processing, which must be removed from the Targeted Recyclable Materials during Processing in order to make those materials marketable.

**1.16 Contract Manager.** The employee(s) designated by the City Administrator to act as his/her representative to Contractor and the employee(s) designated by Contractor to act as its representative to the City regarding the day-to-day management of this Agreement.

**1.17 Contractor.** Waste Management of Alameda County, Inc., a corporation organized under the laws of the State of California.

**1.18 Customer.** A generator of Recyclables, Solid Waste and Yard Waste within the City's jurisdiction including homeowners, owners of rental Single Family or Multifamily Dwellings, and Business owners or representatives.

**1.19 Designated Waste.** Those substances classified as designated Waste by the State of California, presently in 23 California Code of Regulations Section 2522.

**1.20 Disposal Facility.** The sanitary landfill, or other solid waste disposal facility, utilized for the receipt and final disposition of some or all of the Solid Waste collected or accepted in accordance with this Agreement. Unless and until a change is approved by the City in accordance with Section 6.4, the Disposal Facility shall be Altamont, a Class II sanitary landfill owned by Contractor, located at 10840 Altamont Pass Road, in the unincorporated area of Alameda County.

**1.21 Effective Date.** Shall be December 1, 1995.

**1.22 Fees Component.** That portion of the Disposal Costs which consists of federal, state and local taxes and fees (other than income or franchise taxes or the like) imposed on the disposal of Solid Waste at the Disposal Facility. All such taxes and fees in effect, and their amounts as of July 1, 1995, are shown on Exhibit C. The taxes and fees currently in effect, and their amounts as of July 1, 2005, are shown in Exhibit C-1 and each subsequent change in the Fees Component shall be sequentially numbered and attached hereto.

**1.23 Force Majeure.** Riots, wars, civil disturbances, insurrections, epidemics, hurricanes, earthquakes, floods, fire, acts of God, government orders and regulations, and other similar catastrophic events which are not the fault of and beyond the reasonable control of the City or Contractor. Labor unrest, including but not limited to strikes, work stoppages or slowdowns, sickouts, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor shall also constitute events of force majeure.

**1.24 Hazardous Waste.** For purposes of this Agreement, Hazardous Waste shall include those wastes defined as Hazardous Waste in Oakland Municipal Code Section 6-4.01 or as subsequently amended. Section 6-4.01 currently defines Hazardous Waste as any hazardous waste, material, substance or combination of materials which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or may pose a substantial present or potential risk to human health or the environment when improperly treated, stored, transported, disposed or otherwise managed; and which requires special handling under any present or future federal, state or local law, excluding de minimis quantities of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe collection, recycling, treatment and disposal of household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.

"Hazardous Waste" shall include, but not be limited to: (i) substances that are toxic, corrosive, inflammable or ignitable; (ii) petroleum products, crude oil (or any fraction thereof) and their derivatives; (iii) explosives, asbestos, radioactive materials, toxic substances or related hazardous materials; and (iv) substances defined by applicable local, State or federal law as "hazardous substances," "hazardous materials," "reproductive toxins," or "toxic substances," including those so defined in any of the following statutes: 15 U.S. Code Section 2601, et seq. (the Toxic Substances Control Act); 33 U.S. Code Section 1251, et seq. (the Federal Water Pollution Control Act); 42 U.S. Code Section 6901, et seq. (the Resource Conservation and Recovery Act); 42 U.S. Code Section 7401, et seq. (the Clean Air Act); 42 U.S. Code Section 9601, et seq. (the Comprehensive Environmental Response, Compensation and Liability Act); 49 U.S. Code Section 1801, et seq. (the Hazardous Materials Transportation Act); California Health & Safety Code Section 25100, et seq. (Hazardous Waste Control); Section 25300, et seq. (the Hazardous Substance Account Act); California Water Code Section 13000, et seq. (the Porter-Cologne Water Quality Control Act); the regulations adopted and promulgated pursuant to such statutes, and any regulations adopted pursuant to these statutes after the date of this Agreement, as well as any subsequently enacted federal or

California statute relating to the use, release or disposal of toxic or hazardous substances, or to the remediation of air, surface waters, groundwater, soil or other media contaminated with such substances.

The parties intend that this definition not be limited to any particular statutory or regulatory regime and that it be construed as broadly as possible so that Contractor bears the responsibility for exercising due diligence as provided in Article 5.00 of this Agreement in the investigation, monitoring, control, decontamination, removal, transportation, remediation, and/or safe disposal of Hazardous Waste as appropriate and as required in order to protect against actual or potential risk to public health and safety or the environment.

**1.25 Local Emergency.** The proclamation by the City Council, or by an official so designated by the City Council, of the existence of conditions of disaster or of extreme peril to the safety of persons and property within the City which are likely to be beyond control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat.

**1.26 Material Recovery Facility.** Any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclables and returning them to the economy.

**1.27 Medical Waste.** Those materials defined in Health and Safety Code Section 25023.2 not including waste identified as not being medical wastes in Sections 25023.5 and 25023.8.

**1.28 Multifamily Dwelling.** Any residential structure with five or more living units and/or any residential structure that uses bin service for Solid Waste collection.

**1.29 Multifamily Recycling Collection Service.** Collection containers are present and properly labeled and Contractor attempts to provide weekly service from the designated service location.

**1.30 Non-Recyclable Contaminant.** Any material that is not a Targeted Recyclable Material or a Non-Targeted Recyclable Material collected in the Program.

**1.31 Non-Targeted Recyclable Materials.** Any Recyclable Material listed in Exhibit W that is not allowable for collection in the Program that Contractor can and does recover through Processing and returns to the economic mainstream. Contractor may refuse to collect or accept Non-Targeted Recyclable Materials and shall notify the Customer in writing why the collection was not made.

**1.32 Oakland Municipal Code.** The Municipal Code of the City of Oakland, as it may be amended or recodified from time to time.

**1.33 Overage.** An amount of Solid Waste in excess of the capacity of the containers for which a Customer has subscribed.

**1.34 Performance Bond.** The surety bond described in Section 11.1 of this Agreement.

**1.35 Performance Standards.** The standards for Contractor's provision of services and performance of other obligations hereunder, attached to this Agreement as Exhibit A.

**1.36 Person.** An individual, association, partnership, corporation, joint venture, the United States, the State of California, any municipality or other political subdivision thereof, or any other entity whatsoever.

**1.37 Plastic Containers.** Narrow neck PET (#1), HDPE (#2), PVC (#3), LDPE (#4), PP (#5), PS (#6) and Other (#7) plastic containers.

**1.38 Premises.** Any land or building in the City where Solid Waste, Yard Waste or Recyclables are generated or accumulated.

**1.39 Processing.** The act of preparing source separated or commingled Recyclables into homogeneous types of materials that are in a form suitable to be marketed to end-users.

**1.40 Processing Facility.** A facility that has adequate capacity for the receipt, sorting, storage and Processing (including without limitation grinding, chipping, screening, preparation for and performance of composting) of Yard Waste materials and Recyclables so that they may be further processed or sold to end-use markets. Unless and until a change is approved by the City in accordance with Section 6.4, the Processing Facility for Yard Waste shall be located at the Transfer Station.

**1.41 Processing Residue.** Any material, separated from Recyclable materials during Processing, that is not recycled, composted, marketed or otherwise returned to the economic mainstream, and which shall be disposed of as Solid Waste, Medical Waste or Hazardous Waste, as appropriate.

**1.42 Program.** The City of Oakland's Residential Recycling Program.

**1.43 Public Education.** Any information (whether written or otherwise) directed by Contractor to Customers regarding the programs and services provided under the Agreement and shall be subject to the prior review and approval of the City. The party proposing to make such communication shall make reasonable good faith efforts to consult with the other party to ensure accuracy and consistency with the requirements and spirit of the Agreement.

**1.44 Rates.** The unit rates to be charged to Customers by Contractor for providing Recycling, Solid Waste and Yard Waste collection and disposal services to Customers, as set forth in Exhibit B-1, and as they may be adjusted from time to time in accordance with this Agreement. Each subsequent change in Rates shall be sequentially numbered and attached hereto.

**1.45 Recyclables.** Non-hazardous residential, commercial or industrial materials or by-products which are set aside, handled, packaged or offered for collection in a manner different than Solid Waste, for the purpose of being reused or processed and then returned to the economic mainstream in the form of commodities, and includes Source Separate Materials and Organic Recyclable Materials as defined in the Oakland Municipal Code.

**1.46 Recycling Agreements.** Agreements between the City and California Waste Solutions Incorporated dated January 1, 1993 (Sector A); Karl's Recycling Service/Pacific Rim Recycling, a joint venture, dated January 1, 1993 (Sector B); and Oakland Scavenger Company (changed to Waste Management of Alameda County, Inc.) authorized by Resolution No. 69233 C.M.S. dated July 28, 1992 (Sectors C and D) for residential recycling services, as each may be modified or renewed.

**1.47 Recycling Bag.** A clear plastic bag large enough to line a 40-gallon container and thick enough to hold 40 gallons of Recyclables without breaking.

**1.48 Residential Food Scraps.** Vegetable, fruit, grain, fish and other food scraps including meat, bones, dairy products, cooking fats, oil and grease; paper and cardboard that have been contaminated with food, cooking fats, oil or kitchen grease; compostable paper associated with food preparation or food consumption such as paper towels, paper plates, paper coffee cups, tissue, waxed paper and waxed cardboard; and other materials designated by the City and Contractor that are capable of being composted, that would otherwise be disposed as Solid Waste, and that are set out separate from Solid Waste for collection as Yard Waste and then returned to the economic mainstream in the form of commodities such as, but not limited to, compost, soil amendments, mulch, animal feed and fertilizer.

**1.49 Residue.** Contaminant material, separated from Recyclable materials or Yard Waste which cannot be recycled, composted, marketed or otherwise utilized, which shall be disposed of as Solid Waste, Medical Waste or Hazardous Waste, as appropriate.

**1.50 Service Area.** The geographical area in which the City authorizes Contractor to provide residential recycling service.

**1.51 Single Family Dwelling.** Any residential structure that has four or fewer living units within it and/or those residential structures that use can service for Solid Waste collection.

**1.52 Small Business.** A business located within the Service Area of Contractor and (a) uses cart service for Solid Waste or (b) shares bin service for Solid Waste with other Small Businesses or (c) generates an amount of Recyclables up to 2-96 gallon containers per week or up to 1-96 gallon container and one (1) yard of corrugated cardboard. Unless otherwise requested by the owner(s) of an in-home office(s), an in-home office shall be eligible to participate in the Program but without any special consideration or privileges other than those provided to the dwelling unit.

**1.53 Solid Waste.** All putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes as defined in California Public Resources Code Section 40191, as that section may be amended from time to time, but does not include Source Separated Recyclables, abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive waste, Medical Waste, Unacceptable Waste or Yard Waste. Notwithstanding this definition, Contractor shall accept Recyclables and Yard Waste if offered for disposal.

**1.54 Source Separated.** Recyclables that have been segregated from Solid Waste by or for the generator thereof on the Premises at which they were generated for handling in a manner different from that of Solid Waste.

**1.55 Targeted Recyclable Materials.** Those Recyclables collected in the Program and shall be:

- (a) newspaper;
- (b) mixed waste paper (including magazines, telephone books, chipboard, corrugated cardboard, junk mail, and high grades);
- (c) glass containers;
- (d) metal containers (ferrous, non-ferrous, and bi-metal containers, including empty aerosol containers);
- (e) aluminum foil and pie plates;
- (f) milk and juice cartons (aseptic packaging);
- (g) all narrow neck rigid plastic containers (labeled as number 1 through 7); and
- (h) used motor oil and used motor oil filters (except for Small Business Recycling Program).

The City and Contractor may mutually agree to include additional Recyclables or remove Recyclables from this list of Targeted Recyclable Materials.

**1.56 Term.** The Term of this Agreement, which shall begin on the Effective Date and shall end at midnight on December 31, 2012.

**1.57 Transfer Station.** A facility utilized to receive Solid Waste, to temporarily store, separate, recover, convert or otherwise process the materials comprising the Solid Waste, and to transfer the Solid Waste to vehicles for transport to a Disposal Facility. Unless and until a change is approved by the City in accordance with Section 6.4, the Transfer Station shall be that facility owned by Contractor located at the Westerly terminus of Davis Street in San Leandro, California.

**1.58 Transfer Vehicle.** A tractor and trailer designed to haul a load of no less than twenty (20) tons of Solid Waste.

**1.59 Unacceptable Waste.** Any and all waste, including but not limited to Hazardous Waste and Medical Waste, the acceptance or handling of which would cause a violation of any permit condition or legal or regulatory requirement, substantial damage

to Contractor's equipment or facilities, or present a substantial endangerment to the health or safety of the public or Contractor's employees; provided that de minimis quantities or waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe collection, recycling, treatment and disposal of household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code shall not constitute Unacceptable Waste.

**1.60 White Goods.** Discarded enameled household appliances such as refrigerators, stoves, washers, water heaters and other similar discarded items.

**1.61 Yard Waste.** Prunings, brush, leaves, grass clippings, Residential Food Scraps and such other similar types of organic waste that may be mutually agreed upon by the City and Contractor. Untreated and unpainted wood that fits within the Yard Waste container is also Yard Waste.

## **ARTICLE 2.00 – REPRESENTATION AND WARRANTIES OF CONTRACTOR**

Contractor hereby makes the following representations and warranties for the benefit of the City as of the date of this Agreement:

**2.1 Duly Organized and Qualified to do Business.** Contractor is duly organized and validly existing as a corporation in good standing under the laws of the State of California.

**2.2 Corporate Authorization.** Contractor has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement by all necessary and proper action by its Board of Directors, or by its shareholders, if necessary.

**2.3 Agreement Duly Executed.** The persons signing this Agreement on behalf of Contractor have been authorized by Contractor to do so, and this Agreement has been duly executed and delivered by Contractor in accordance with the authorization of its Board of Directors, or shareholders if necessary, and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms.

**2.4 No Conflict with Applicable Law or Other Documents.** Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder (i) conflicts with, violates or will result in a violation of any existing applicable law; (ii) conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing agreement or instrument to which Contractor is a party, or by which Contractor or any of Contractor's properties or assets is bound.

**2.5 No Litigation.** There is no action, suit, proceeding or, to the best of Contractor's knowledge, investigation at law or equity, before or by any court or governmental entity, pending or threatened against Contractor or otherwise affecting

Contractor, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect Contractor's performance hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Contractor.

**2.6 Financial Ability, Disclosures, No Material Change.** Contractor has sufficient financial resources to perform all aspects of its obligations hereunder. Contractor has provided the City with audited financial statements for the period ending December 31, 1994 which present fairly, in accordance with generally accepted accounting principles, the financial condition of Contractor. There has been no material adverse change in Contractor's financial condition since the date of these financial statements.

**2.7 Expertise.** Contractor has the expertise, professional, and technical capability to perform all of its obligations under this Agreement.

**2.8 Contractor's Investigation.** Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement, its content and preparation, the work to be performed by Contractor under the Agreement, and warrants that the Agreement accurately and fairly represents the intentions of Contractor, and enters into this Agreement on the basis of that independent investigation.

**2.9 Disposal Facility.** Contractor owns the Disposal Facility. The Disposal Facility has been designed, constructed and maintained in accordance with the provisions of 23 California Code of Regulations, Sections 2510 et. seq. ("Subchapter 15"). The Disposal Facility has been issued all permits from federal, State, regional, county and local agencies necessary for the Disposal Facility to operate as a Class II Sanitary Landfill and the Disposal Facility is in compliance with all such permits, a list of which is attached as Exhibit N. Contractor is authorized to accept at Altamont, under its existing permits, and has sufficient remaining permitted disposal capacity, not committed to others by contract, to accept all Solid Waste delivered to it by or on behalf of the City for the Term of this Agreement.

**2.10 Closure of Disposal Facility.** The closure and post-closure maintenance plans required by 14 California Code of Regulations, Sections 18260 et. seq., have been submitted to and approved by the State and local permit enforcement agencies having jurisdiction over the Disposal Facility. A list of the plans are attached to this Agreement as Exhibit R and incorporated by reference herein. Contractor has submitted evidence to the appropriate governing agencies of adequate provisions to finance the closure and post-closure maintenance of the Disposal Facility as required by 14 California Code of Regulations, Sections 18260 et. seq. and these arrangements have also been approved by the State and local permit enforcement agencies having jurisdiction of such matters. The mechanism which Contractor currently plans to utilize to meet the State requirements of financial assurance for closure is an irrevocable letter of credit #123684 issued by Bank of America and the mechanism Contractor currently plans to use to meet the State requirement of financial assurance for post-closure maintenance is an insurance policy

issued by National Guaranty Insurance Company. Contractor may change either or both of these mechanisms to another legally authorized mechanism if the change is approved by the California Integrated Waste Management Board.

### **ARTICLE 3.00 – TERM AND SCOPE OF FRANCHISE**

**3.1 Effective Date.** The Effective Date of this Agreement shall be December 1, 1995.

**3.2 Term.** The Term of this Agreement shall begin on the Effective Date and shall end at midnight on December 31, 2012.

**3.3 Option to Extend Term.** The City may extend the Term at its sole discretion for up to three (3) years under the then existing terms and conditions. The City shall give Contractor notice in writing of no less than eighteen (18) months of its intent to exercise its extension option. At the expiration of the Term, this Agreement may be continued on a month-to-month basis with the mutual consent of the City and Contractor for up to a maximum of twelve (12) months.

#### **3.4 Conditions to Effectiveness of Agreement.**

**3.4.1 Obligation of City to Perform.** The obligation of the City to perform under this Agreement is subject to the satisfaction on or before the Effective Date of each and every one of the conditions set forth below, each of which may be waived in whole or in part by the City.

**3.4.1.1 Accuracy of Representation.** The representations and warranties of Contractor made in Article 2.00 of this Agreement shall be true and correct on and as of the Effective Date.

**3.4.1.2 Absence of Litigation.** There shall be no litigation pending on the Effective Date in any court challenging the execution of this Agreement or seeking to restrain or enjoin its performance.

**3.4.1.3 Furnishing of Bond (or Alternative Security) and Insurance.** Contractor shall have furnished the Performance Bond or Alternative Security, required pursuant to Article 11.00 and in substantial conformance with Exhibit J, and the evidence of insurance policies required by Article 12.00, meeting all the requirements of this Agreement.

**3.4.1.4 Effectiveness of City Approval.** The approval of this Agreement by the City shall have become effective, pursuant to California law.

**3.4.1.5 Implementation Plan.** Contractor shall submit, no later than August 1, 2004, subject to review and approval by the City, a detailed implementation plan to switch to weekly Recycling and Yard Waste collection and to add a Residential Food Scraps program, that addresses all foreseeable start-up issues, which shall be included as Exhibit M-2. Contractor shall also include with the submission, any

Solid Waste and Yard Waste collection route changes contemplated during the implementation period of this Agreement that would affect the City's obligation to share this information with the holders of its Recycling Agreements. Contractor shall not commence the delivery of Single Stream containers prior to January 17, 2005. It is understood that Contractor and the City may mutually agree to make changes to Exhibit M-2. The City's approval of the implementation plan shall not be unreasonably withheld.

**3.4.2 Obligation of Contractor to Perform.** The obligation of Contractor to perform under this Agreement is subject to the satisfaction on or before the Effective Date of both of the conditions set forth below, each of which may be waived in whole or in part by Contractor.

**3.4.2.1 Absence of Litigation.** There shall be no litigation pending on the Effective Date in any court challenging the execution of this Agreement, or seeking to enjoin its performance.

**3.4.2.2 Effectiveness of City's Approval.** The approval of this Agreement by the City shall have become effective, pursuant to California law.

**3.4.3 Notice.** If either party wishes to assert that a condition for its benefit has not been satisfied and has not been waived on the Effective Date, it must deliver written notice to that effect to the other party. If no such notice is received, the Agreement will become effective on the Effective Date and neither party may thereafter assert that a condition has not been satisfied or waived and that the Agreement is not effective. This paragraph is not intended to prevent the City from seeking to employ other remedies in the event a representation or warranty by Contractor made pursuant to Article 2.00 is later discovered not to be true and correct or to remedy a failure by Contractor to furnish the required insurance and bond.

**3.5 Grant of Franchise.** Subject to the requirements and conditions of this Agreement, the City hereby grants to Contractor the franchise, privilege and duty during the Term, and any extension thereof, (i) to engage in the business of collecting, transporting, processing and effecting the ultimate disposal of Solid Waste; (ii) to use the City streets for collection and transportation of all Solid Waste that is required to be accumulated and set out for collection by Businesses, City Facilities, Multifamily Dwellings and Single Family Dwellings in accordance with the Oakland Municipal Code, as amended from time to time, or which is otherwise legally set out for collection by Contractor; and (iii) to collect, transport, process and recycle all Yard Waste that is offered for collection by Single Family Dwellings and City Facilities in accordance with the Oakland Municipal Code, as amended from time to time, or which is otherwise legally set out for collection by Contractor.

**3.6 Scope of Franchise.** The franchise granted to Contractor in Section 3.5 shall be exclusive except as to the following categories of materials. The granting of this franchise shall not preclude the following from being delivered to and/or collected by third parties other than Contractor:

- (a) Source Separate Recyclables, including but not limited to those collected by a Person under contract to the City and those collected through private arrangements between the generator and the collection company, which are recycled at a recycling facility that holds all applicable permits; provided, however, that (i) loads which consist of mixed paper and which contain more than ten percent (10%) by weight of non-recyclable materials shall not be considered Source Separate Recyclables, and (ii) loads which consist of commingled Recyclables other than mixed paper and which contain more than five percent (5%) by weight of non-recyclable materials shall not be considered Source Separated Recyclables;
- (b) Construction Debris (i) removed from a Premises by a licensed contractor as an incidental part of a total construction, remodeling or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service using debris boxes or similar apparatus, or (ii) directly loaded onto a fixed body vehicle and hauled directly to a transfer station or disposal facility that holds all applicable permits;
- (c) lawn and garden trimmings (i) removed from a Premises by a contractor as an incidental part of a total gardening or landscaping service offered by that contractor, rather than as a separately contracted or subcontracted hauling service using debris boxes or similar apparatus, or (ii) directly loaded onto a fixed body vehicle and hauled directly to a transfer station or disposal facility that holds all applicable permits;
- (d) animal waste and remains from slaughterhouses and butcher shops, or grease waste for use as tallow;
- (e) by-products of sewage treatment, including sludge, grit and screenings;
- (f) Solid Waste, Yard Waste or Recyclables collected and transported by City crews to the Disposal Facility, Material Recovery Facility, Processing Facility or Transfer Station;
- (g) Solid Waste hauled directly to a Transfer Station or Disposal Facility by a Person who is also the generator of the Solid Waste; and
- (h) Recyclables that are donated to a youth, civic or charitable organization.

This grant to Contractor of an exclusive franchise, right and privilege to collect, transport, process, or dispose of Solid Waste and Yard Waste shall be interpreted to be consistent with federal and state laws, now and during the Term. The scope of this exclusive franchise shall be limited by current and developing state and federal laws with regard to Solid Waste handling, exclusive franchise, control of Recyclables, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, or enactment of new laws limit the ability of the City to lawfully provide for the scope of franchise services as specifically set forth herein, Contractor agrees that the scope of the

franchise will be limited to those services and materials which may be lawfully provided for under this Agreement, and that the City shall not be responsible for any lost profits claimed by Contractor to arise out of further limitations of the scope of the franchise as set forth herein. In such event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as commercially feasible.

**3.7 Acceptance of Franchise.** Contractor hereby accepts the franchise on the terms and conditions set forth in this Agreement.

#### **ARTICLE 4.00 – SERVICES TO BE PERFORMED BY CONTRACTOR**

**4.1 General.** Contractor shall perform Solid Waste and Yard Waste collection, processing and disposal services as described in this Agreement, including but not limited to paying the costs associated with obtaining and complying with all permits and approvals, landfill operations, closure and post-closure maintenance and remediation in consideration of the right to charge and collect the Rates in the amounts and on the terms set forth in this Agreement. Contractor shall provide all labor, materials, equipment, supplies, supervision and other items necessary for the performance of the services under this Agreement. The enumeration of, and specifications of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not. The work to be performed by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and Businesses within the City are provided reliable, courteous and high-quality Solid Waste and Yard Waste collection, processing and disposal service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided for in this Article, whether such other aspects are enumerated elsewhere in this Agreement or not. Contractor shall perform all work in accordance with Exhibit A, all provisions of which are incorporate herein whether or not such provisions are specifically referred to in any other section of this Agreement. Contractor shall also provide recycling Program services subject to the conditions and requirements set forth in Article 18.00.

**4.1.1 Transfer of Loads on Public Streets and Roads.** Contractor is prohibited from transferring loads from one vehicle to another on any public thoroughfare unless there is a necessity to do so because of the mechanical failure or accidental damage to a vehicle.

**4.2 Solid Waste Collection.** Without limiting Contractor's obligations under this Agreement, Solid Waste collection services shall be performed by Contractor in accordance with the Performance Standards set forth in Exhibit A and at the Rates set forth in Exhibit B-1, as they may be amended.

**4.2.1 Curbside Service.** Contractor shall provide for the weekly curbside collection of Solid Waste from Single Family Dwellings at the level of service subscribed (20 gallon mini-cans, 35, 64 or 96 gallon containers) plus Bag-Its.

**4.2.1.1 Curbside Placement Exemption.** Contractor and the City have jointly developed curbside placement exemption criteria for Customers who have no viable options for curbside placement of Solid Waste and Yard Waste containers. Customers meeting the criteria shall be granted a twelve (12) month exemption and shall not have to pay an additional charge for backyard service. If less than two percent (2%) of the total number of Customers meet the established curbside placement exemption criteria, the eligible Customers shall continue to receive backyard service at the end of the initial twelve (12) month exemption period at no additional charge. If the number of Customers meeting the established criteria exceeds two percent (2%), the City and Contractor shall meet and discuss the impact on Contractor to provide such backyard service and any rate adjustment that may be necessary. Contractor shall continue to provide backyard service to qualifying Customers during such discussion period.

To receive a curbside placement exemption the Customer must meet one of the following criteria:

- (a) the subject property does not have parcel frontage contiguous to a public right-of-way accessible to Contractor's collection vehicle and is either more than 100 feet from the closest public right-of-way or is only accessible from an unpaved or steep (20% grade or more) access easement or driveway;
- (b) there are 20 stairs or more to all public right-of-way points and no storage location at street level;
- (c) there is no location at the curb or in the street to place containers without blocking the public right-of-way; or
- (d) the requirements to bring the containers to the curb would place an undue burden on the Customer as determined by the City and Contractor.

Contractor and the City shall field review all exemption requests and meet with the Customer if necessary. Contractor shall notify the Customer in writing of the granting or denial of the exemption request.

**4.2.2 Backyard Service.** Contractor shall provide backyard Solid Waste collection service for (i) frail senior citizens and disabled individuals at no additional charge, in accordance with the requirements set forth in Exhibit S, (ii) Customers who have no viable options for curbside placement of containers, and (iii) other Customers paying an additional charge for backyard service. Contractor shall be responsible for determining who receives backyard service, subject to guidelines approved by the City.

**4.2.3 Multifamily Dwelling Service.** Contractor shall provide Solid Waste collection at least weekly for Multifamily Dwellings.

**4.2.4 Business Service.** Contractor shall provide Solid Waste collection from Businesses as scheduled with the business owner or representative, but at least weekly.

**4.2.5 City Facilities.** Contractor shall provide collection, without charge, of Solid Waste generated at City-owned or operated sites and facilities, a listing of which as of July 1, 2005 is set forth in Exhibit D-1, which list may be reasonably modified by notice provided to Contractor by the City. The City assures Contractor that during the Term, the City shall not add facilities owned and operated by the Oakland Unified School District, the Oakland Housing Authority or the Port of Oakland to the list without approval of Contractor.

**4.2.6 City Delivered Materials.** Contractor shall accept dirt and debris, Solid Waste, White Goods, Yard Waste and Recyclables collected by City crews and delivered by City vehicles to the Disposal Facility, Transfer Station or Processing Facility. Contractor shall weigh City vehicles delivering materials to Contractor's facilities. The total tonnage of materials delivered by the City pursuant to this Section and Section 4.3.5 without charge shall not exceed 15,000 tons per calendar year. Separated Recyclable materials delivered by City crews to any of Contractor's facilities shall not be counted towards the tonnage allowance established pursuant to this Section. In January of each year, the City Representative and Contractor shall establish the rate per ton that the City must pay or be paid during the calendar year for the delivery of Recyclables to Contractor. The amount of tonnage allowed shall be increased by three percent (3%) per year during the Term, with the first increase occurring on January 1, 1997. On January 2, 2005 the City shall receive an additional allowance of 1,300 tons to be credited against the total tonnage allowances for 2004 and 2005. The total tons to be delivered to Contractor's facilities during the 2004 calendar years shall be 20,302 tons and during the 2005 calendar year it shall be 20,872 tons. The 2005 total tons shall be increased by three percent (3%) per year on January 1 during the remaining Term or any extended Term. If the total tonnage of Sections 4.2.6 and 4.3.5 exceeds the maximum tonnage then allowed, the City shall pay Contractor for the disposal of the excess tonnage as follows: (i) if the excess tonnage is less than the total tonnage of Yard Waste delivered during the year in question, the City shall pay Contractor the gate rate at the Processing Facility for Yard Waste and (ii) if the excess tonnage exceeds the total tonnage of Yard Waste delivered during the year in question, the City shall pay the gate rate for Solid Waste for the portion of the total tonnage which exceeds the amount of Yard Waste delivered. The Rates charged for these services shall be those shown in Exhibit C-1, which will increase pursuant to Sections 15.3 and 15.4.

**4.2.6.1 Calculation and Payment of Excess Tonnage Value.** Contractor shall notify the City if it determines that the City has delivered materials to Contractor in excess of the maximum tonnage allowed pursuant to Section 4.2.6. Within thirty (30) days of such notice, Contractor and the City Representative shall review and calculate the value of the excess materials delivered, in accordance with the provisions of Section 4.2.6 and using the disposal fee component set forth in Exhibit C-1, as adjusted. The City shall pay Contractor for the value of the excess tonnage within thirty (30) days of the determination of value.

**4.2.7 Street Litter Container Service.** Contractor shall provide, without charge, Solid Waste collection from City-owned street litter containers, a listing of which is set forth in Exhibit E, which list may be reasonably modified by notice provided to Contractor by the City, on a collection cycle determined by the City. Each subsequent change in the list of street litter containers shall be sequentially numbered and attached hereto. The initial list provided by the City as of December 1, 1995 contains 689 locations and specifies the collection frequency. The City may add additional locations to the list between the Effective Date and December 31, 1995 up to a maximum of 750 locations and make reasonable changes in the service frequency. Contractor shall be obligated to provide collection services for up to 75 new containers added by the City during each calendar year commencing on January 1, 1996 during the Term according to the procedures set forth in Exhibit E. Contractor shall provide a label in three languages (English, Spanish, Chinese) to be affixed to the containers warning users against placing household or commercial Solid Waste in the container. The City will maintain and replace existing containers on an as needed basis and be responsible for the purchase of containers for new service locations. If requested by the City, Contractor shall purchase and provide street litter containers meeting the City's specifications. The City shall be responsible for receipt, storage and placement of the containers at new service locations. The City shall reimburse Contractor for any containers purchased within thirty (30) days of the submittal of an invoice to the City.

**4.2.8 Neighborhood and Community Event Service.** Contractor shall provide, without charge, delivery and pickup of one hundred and eight (108) 30-yard debris boxes, or the equivalent, for neighborhood and community events each calendar year as requested by the City Representative. Any unused portion of this allowance shall carry forward to succeeding calendar years, up to a maximum of 216 30-yard debris boxes that must be provided in any one year. The City may request the delivery of one debris box per year for placement at Feather River Camp over the Memorial Day weekend. Contractor shall arrange for placement and servicing of said debris box at no charge to the City.

**4.2.9 Bulky Goods Service.** Contractor shall provide Bulky Goods collection and processing in accordance with the Bulky Goods Program set forth in Exhibit F, including one Bulky Goods collection per year per residential account of one to four units. The City and Contractor have revised the Bulky Goods Program and said revisions are set forth in Exhibits F-1 through F-10. Pursuant to the Settlement Agreement and Release dated July 29, 2003 and attached to this Agreement as Exhibit MM, the City and Contractor agree to modify the Bulky Goods Program to be an on-call service. A copy of the revised program for 2005 is set forth in Exhibit F-10 and subsequent revisions of the program during the Term of this Agreement shall be sequentially numbered and attached hereto. Contractor shall make a reasonable good faith effort to reuse Bulky Goods as is or disassemble Bulky Goods for reuse and recycling prior to transferring Bulky Goods to the Disposal Facility. Bulky Goods should be processed in a manner consistent with all local, state and federal regulations.

**4.2.10 Holiday Trees.** Contractor shall dispose of as Solid Waste, holiday trees (flocked, tinsel, etc.) which are not capable of being processed as Yard Waste, according to a schedule to be mutually agreed upon with the City. Contractor

shall be responsible for notifying Customers of the proper set out requirements for holiday trees in accordance with the guidelines set forth in Exhibit G.

**4.2.11 Transportation of Solid Waste.** Contractor shall transport and deliver to the Transfer Station or Disposal Facility all Solid Waste that it collects under this Agreement. Contractor shall transport and deliver (or arrange for the transportation and delivery of) all Hazardous Waste, Designated Waste and other materials which are encountered at the Transfer Station or other facility owned by Contractor, and which cannot be either accepted at the Disposal Facility or recycled, to an appropriately permitted waste disposal facility. Contractor shall transport and deliver all materials that it does not believe can be recycled and which may be accepted at the Disposal Facility, to the Disposal Facility, on Transfer Vehicles. Contractor shall transport and deliver (or arrange for the transportation and delivery) of all materials received at the Transfer Station that it considers recyclable to a purchaser, or permitted Materials Recovery Facility, or end user who will use the materials in a process or product and will not dispose of them. No materials collected by Contractor may be disposed of at any location other than the Disposal Facility or (in the case of Hazardous Waste and Designated Waste) in other properly permitted waste disposal facilities. Contractor shall use due care to prevent Solid Waste from being spilled or scattered during transportation to the Transfer Station or Disposal Facility. If any Solid Waste is spilled, Contractor shall immediately clean up all spilled materials.

**4.2.12 Solid Waste Containers.** Contractor shall provide, maintain and replace all containers and receptacles required for Solid Waste collection services; provided, however, that nothing in this subsection shall prohibit Contractor from pursuing claims for damaged or lost containers against Business Customers. For Single Family Dwellings, Contractor shall be obligated to replace, at its cost in 1996, no more than 5% of the total number of containers distributed at the commencement of the curbside Solid Waste collection program, nor more than two percent (2%) in any single year thereafter. Contractor may charge Customers, at cost, for replacement containers above these ceilings, or sell them to the City at cost. Contractor will notify the City if an individual Customer has required replacement of containers more than twice in a twelve (12) consecutive month period. The City and Contractor will consult with each other (and with the Customer if deemed appropriate) to develop an appropriate response to the situation.

**4.2.13 Service Level.** Contractor shall monitor the service level subscribed to by Business Customers, and, if and when it appears that the Customer has subscribed to container service less than the volume of Solid Waste actually produced by the Customer, provide notice to the Customer that a different level of service is either available or required, as applicable. After the Contractor has sent three (3) letters to a Customer over a three (3) month period to inform the Customer that an increased level of service is required, Contractor shall notify the City. The City shall send a letter to the Business Customer informing the party of a possible violation of Sections 8.28.110 and 8.28.120 of the Oakland Municipal Code.

**4.3 Yard Waste Collection.** Contractor shall be responsible for ensuring that Yard Waste collected pursuant to this Section shall be kept separate from Solid Waste after collection. Contractor agrees that collected Yard Waste will be recycled through composting, mulching or applying directly to land. Contractor shall notify the City, and receive the City's consent, before using Yard Waste for alternative daily landfill cover, transformation, biomass fuel production or any other use which might result in the City receiving less than full credit for such Yard Waste toward compliance with AB 939 waste diversion goals. Contractor shall not dispose as Solid Waste, any separately collected Yard Waste without prior written approval of the City. Without limiting Contractor's obligations under this Agreement, the Yard Waste collection services shall be performed by Contractor in accordance with the Performance Standards set forth in Exhibit A.

**4.3.1 Curbside Service.** Contractor shall provide for the weekly curbside collection, transportation and processing of an unlimited amount of Yard Waste generated from Single Family Dwellings. Contractor shall provide each Single Family Dwelling with a container having a capacity of up to 64 gallons. Residents of Single Family Dwellings may set out additional Yard Waste each week in recyclable 32-gallon paper gardening bags not exceeding 75 pounds in weight. Branches and unpainted/untreated wood must be bundled and not exceed four feet (4') in length or six inches (6") in diameter. Contractor may limit the amount of Yard Waste to be collected from a Single Family Dwelling to 64 gallons per week if it is able to show to the satisfaction of the City that the Customer is disposing of Yard Waste generated from another location.

**4.3.2 Backyard Service.** Contractor shall provide backyard Yard Waste collection service for (i) frail senior citizens and disabled individuals at no additional charge, in accordance with the requirements set forth in Exhibit S, (ii) Customers who have no viable options for curbside placement of containers, and (iii) other Customers paying an additional charge for backyard service. Contractor shall be responsible for determining who receives backyard service, subject to guidelines approved by the City.

**4.3.3 City Facilities.** Contractor shall provide collection, transportation and processing, without charge, of Yard Waste generated at City-owned or City-operated sites and facilities, including without limitation, City parks, a listing of which is set forth in Exhibit D, which list may be reasonably modified by notice provided to Contractor by the City. The list of City Facilities as of July 1, 2005 is attached as Exhibit D-1. The City assures Contractor that during the Term, the City shall not add facilities owned and operated by the Oakland Unified School District, the Oakland Housing Authority or the Port of Oakland to the list without approval of Contractor.

**4.3.4 Transportation and Processing of Yard Waste.** Contractor shall transport and deliver to the Processing Facility all Yard Waste collected pursuant to this Agreement. All Residue from the processing and composting of Yard Waste which cannot be recycled shall be transported and delivered to the Transfer Station or the Disposal Facility or, if necessary, to another properly permitted waste disposal facility.

**4.3.5 City Delivered Materials.** Contractor shall accept and process Yard Waste collected by City crews and delivered by City vehicles to the Processing Facility. The total tonnage of materials to be processed and the Rates to be charged for processing in the calendar year shall be governed by Section 4.2.6 and 4.2.6.1. If the City delivers Yard Waste that has already been chipped to the Processing Facility, such Yard Waste shall not be counted towards the total tonnage referenced in Section 4.2.6 that may be delivered to Contractor's facilities during the calendar year. In January of each year, the City Representative and Contractor shall establish the rate per ton that the City must pay or be paid during the calendar year for the delivery of chipped Yard Waste to the Processing Facility.

**4.3.6 Holiday Trees.** Contractor shall collect holiday trees as Yard Waste according to a schedule to be mutually agreed upon with the City. Contractor shall be responsible for notifying Customers of the proper set out requirements for holiday trees in accordance with the guidelines set forth in Exhibit G.

**4.3.7 Yard Waste Containers.** Contractor shall provide, maintain and replace all containers and receptacles required for Yard Waste collection services. The five percent (5%) and two percent (2%) annual limits and charging, at cost, above the limits in Section 4.2.12 shall apply separately to Contractor's obligation to replace Yard Waste containers. Contractor will notify the City if an individual Customer has required replacement of containers more than twice in a twelve (12) consecutive month period. The City and Contractor will consult with each other (and with the Customer if deemed appropriate) to develop an appropriate response to the situation.

**4.3.8 Public Education Materials.** If requested by the City, Contractor shall prepare public education materials to publicize changes to the Yard Waste Program, including the introduction of Residential Food Scraps recycling. The budget for said public education materials shall be set by the City in consultation with Contractor. The City shall reimburse Contractor for Residential Food Scraps recycling public education materials in an amount to be agreed upon by the parties. All materials are subject to review and approval of the City in accordance with the guidelines set forth in Exhibit G and are in addition to other public education requirements of Contractor set forth in this Section. Contractor shall spend a minimum of Sixty-five Thousand Dollars (\$65,000) on public education activities during the first full calendar year of this Agreement and Thirty-five Thousand Dollars (\$35,000) per year in each subsequent year, the latter amount to be increased by the same percentage, if any, that Rates are increased pursuant to Section 15.3. As of January 1, 2005 the amount to be spent during the 2005 calendar year is Forty-five Thousand Nine Hundred Twelve Dollars and Five Cents (\$45,912.05).

**4.3.9 Residential Food Scraps Containers.** Contractor shall provide and distribute to each living unit in a Single Family Dwelling a container of approximately 2.5 gallons with a lid and handle to be used to temporarily store Residential Food Scraps prior to placing such material in the Yard Waste collection container. The City shall approve the manufacturer's specifications for the container prior to purchase and distribution to the Single Family Dwellings. Contractor shall affix a decal on the container that lists the allowable Residential Food Scraps materials. The decals must be available in English, Spanish, Chinese and Vietnamese and any additional

language requested by the City for it to comply with its equal access ordinance requirements. The City shall pay the cost for the initial container delivered to each living unit in a Single Family Dwelling. After the initial distribution of containers, Contractor shall be solely responsible for the purchase and distribution of Residential Food Scraps containers when new Single Family Dwelling accounts are established.

**4.3.9.1 Replacement Containers.** In the event the Residential Food Scraps container is lost, stolen, damaged or destroyed, Contractor shall be responsible for providing a replacement container within one week of the request by the Single Family Dwelling or the City. Contractor shall be solely responsible for the purchase and distribution of replacement containers. During the remaining service Term of this Agreement, and any extended Term, Contractor shall be responsible for providing annual replacement containers totaling five percent (5%) of the number of Single Family Dwellings serviced. The quantity of replacement containers owed to the City shall be cumulative from year to year. Upon expiration of the Agreement, the City relinquishes any claim it may have for reimbursement from Contractor for any unused replacement containers. Contractor shall notify the City if a Customer has required replacement of a container more than twice in a twelve (12) consecutive month period. The City and Contractor shall consult with each other (and the Customer if deemed appropriate) to develop an appropriate response to the situation.

**4.3.9.2 Residential Food Scraps Public Education Materials.** The Residential Food Scraps container shall come with an instruction sheet, emphasizing use of the Residential Food Scraps program and program details. Residential Food Scraps processing and its environmental benefit shall be explained in sufficient detail and its collection shall be cited as being an essential component of the City reaching its AB 939 and Measure D diversion goals.

**4.4 Solid Waste Disposal.** Without limiting Contractor's obligations under this Agreement, Solid Waste disposal services shall be performed by Contractor at the Rates set forth in Exhibit B-1, as they may be amended. Subsequent amendments of the Rates during the Term of this Agreement shall be sequentially numbered and attached hereto.

**4.4.1 Safe and Lawful Disposal.** Contractor shall provide for the receipt, acceptance and safe and lawful disposal of Solid Waste collected in the City as provided in this Agreement, and Recyclables and Yard Waste if offered by Customers for disposal.

**4.4.2 City Delivered Materials.** Contractor shall dispose of dirt and debris, White Goods and Solid Waste, including Yard Waste and Recyclables if offered for disposal as Solid Waste, which are collected by City crews and delivered by City vehicles to the Disposal Facility or the Transfer Station. Contractor shall process Yard Waste collected by City crews and delivered by City vehicles to the Processing Facility. Payment to Contractor for disposal and processing under this Section shall be in accordance with the provisions set forth in Sections 4.2.6, 4.2.6.1 and 4.3.5.

**4.5 Other Services; Specialized Services.** Contractor currently provides other Solid Waste and Yard Waste collection services for Customers not required by Sections 4.2 through 4.4, such as debris box drop off and pick up, collection and disposal of Bulky Goods at times other than the scheduled Bulky Goods collections provided for in Section 4.2.9. To the extent such special Solid Waste and Yard Waste services are within the scope of Contractor's exclusive franchise under this Agreement, the additional charge to the Customer for such services (i) shall be determined between Contractor and Customer prior to provision of the services, (ii) shall be established by reference to the Rate(s) for the most similar types of services covered in the then-existing Rate Ordinance, and (iii) at the request of the Customer shall be subject to review and approval or adjustment by the City.

In addition, Contractor also currently provides waste handling services beyond the scope of both the exclusive Franchise and this Agreement generally. Examples of such specialized waste service include clean up and disposal of Hazardous Waste, collection and disposal of waste that may not legally be disposed of at a Class 3 landfill, testing of waste, etc. This Agreement is not intended to affect Contractor's provision (or decision not to provide) such specialized services nor rates for such services.

**4.6 Emergency Service.** Contractor shall provide emergency services (i.e., special collections, transport, processing, disposal) at the City's request in the event of a declared local, State or federal state of emergency, major accidents, disruptions, or natural calamities. Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the City, or as soon thereafter as is reasonably practical in light of the circumstances. An emergency number shall be accessible throughout the year, twenty-four (24) hours per day for the City Representative to contact Contractor. Emergency services shall be provided at Contractor's customary rates then in effect per the Oakland Municipal Code, or the Gate Fees at the Transfer Station or Disposal Facility as shown in Exhibit C-1, as adjusted pursuant to Sections 15.3 and 15.4, whichever is applicable.

**4.6.1 Request for Emergency Waiver.** In the event of a Local Emergency, the City may request, and Contractor shall apply to the California Integrated Waste Management Board for, an emergency waiver to accept disaster related debris and other wastes, in excess of the amounts allowed by its Solid Waste Facility Permit for the Transfer Station, Processing Facility and Disposal Facility during the recovery phase of a Local Emergency.

#### **4.7 Changes in Scope of Work.**

**4.7.1 General.** The City may direct changes in the scope of work, including the addition of new services and programs, the deletion of existing services, and the modification of the manner in which existing services are performed. Contractor shall promptly and cooperatively comply with such directions and the Rates shall be adjusted to fairly and fully reflect the additional cost, or cost reduction, associated with the directed change in scope of services. The City's authority to delete existing services is not in derogation of Contractor's exclusive franchise rights, i.e., if a service is within the scope of the franchise is discontinued at the City's election under this section, the

City shall not allow a third party to perform it. If the City does delete such services, it will take into account in adjusting Rates not only Contractor's reduced operating costs, but also the impact of capital equipment no longer fully utilized, if Contractor provides financial information showing such impact. All sums that appear in this Section 4.7 are expressed in July 2005 dollars and will automatically be adjusted by changes in the Index from that date.

**4.7.2 New Programs.** Pilot programs and innovative services which may entail new collection methods or new requirements for waste generators are included among the kinds of changes the City may direct. Before directing a change in service that would affect Contractor's costs by more than \$670,000 per year, the City will request Contractor to evaluate and report on the change being considered. Within ninety (90) days of receiving such a request, Contractor shall provide a report to the City on the change, including (i) description of collection methodology to be employed; (ii) equipment to be utilized, including the number and type of vehicles required and the number required to be purchased, if any; (iii) labor requirements (number of employees by classification); (iv) requirements for program publicity, customer education, etc., if any; (v) evaluation of financial implications of the program, including a 5-year projection of costs, revenues and affect on Rates, showing the assumptions used and explaining the basis for such assumptions; (vi) advantages and disadvantages of the change; and (vii) a recommendation as to whether the change should be implemented and, if so, an implementation schedule. Contractor will meet with the City to present its report.

**4.7.3 Implementing Changes in Service.** If a change in service will affect Contractor's costs by less than \$670,000 per year, Contractor shall implement the change in accordance with a schedule directed by the City. If a change in service will affect Contractor's costs by \$670,000 or more per year, the City will consider Contractor's report as provided under Section 4.7.2. If the parties agree on the appropriate amount by which Rates should be adjusted, Contractor shall implement the change in accordance with the schedule directed by the City. If the parties have not agreed but the change will not require Contractor to make a capital investment of more than \$3.35 million, Contractor shall also implement the change, the City shall adjust the Rates as it believes proper and Contractor may challenge the adequacy of such Rates as provided in Section 15.12. If the parties have not agreed, and the change will require Contractor to make a capital investment of more than \$3.35 million, then Contractor need not implement the change, but in such case the City may engage another Person to do so and may modify the scope of work under this Agreement accordingly. If the scope of work is modified pursuant to this Section 4.7, the bonding and insurance requirements set forth in Articles 11.00 and 12.00 shall be reviewed for their sufficiency and purpose.

**4.7.4 New Technology.** In the event that technological advancements in the collection, transportation, processing, handling or disposal of Recyclables, Solid Waste and/or Yard Waste are made, and which if implemented alone or in conjunction with another technology would cumulatively reduce the initial Rates established by this Agreement by approximately ten percent (10%) or more, Contractor shall so notify the City, and the City may require Contractor to utilize or implement said new technology and new Rates shall be mutually agreed upon and established. Contractor shall retain the ability to propose changes to the City in its Recycling, Solid Waste and Yard Waste

collection and disposal services for the purpose of maximizing efficiency. Said changes will not be implemented without the written approval of the City.

**4.8 Ownership of Solid Waste and Yard Waste.** Ownership and right to possession of Solid Waste and Yard Waste placed in containers or bins or bundles for collection, or placed at curbside, shall transfer directly from the Customer to Contractor by operation of law. Contractor's arrangements with its Customers will provide that, subject to the right of the Customer to claim lost property, title and the right to possession, and liability for all Yard Waste and all Solid Waste, whether or not recyclable, which is set out for collection on the regularly scheduled collection day, or as a special collection, shall pass to Contractor at the time it is set out. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of or use Solid Waste or Recyclables that it collects. Solid Waste which is disposed of at a Disposal Facility or Facilities (whether landfill, transformation facility, Transfer Station or Materials Recovery Facility) shall become the property of the owner or operator of the Disposal Facility or Facilities once deposited there by Contractor. At no time does the City obtain any right of ownership or possession of Solid Waste placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that the City has any such rights, except as specified in Section 4.9.

**4.9 City's Right to Acquire Ownership of Solid Waste and Yard Waste.** At any time during the Term, upon ninety (90) days' prior written notice to Contractor, the City in its sole discretion may elect to acquire, and in such event may acquire, without charge ownership of all or selected portions of the Solid Waste or Yard Waste collected. Said notice shall only affect the ownership of Solid Waste and Yard Waste collected by Contractor after the effective date of the notice, shall not be applied retroactively and nothing in this Agreement shall be construed as giving rise to any inference that the City has such ownership or possession unless such written notice has been given to Contractor. The City's right to direct collected Solid Waste and/or Yard Waste to an alternate destination shall be limited to reasons of maximum resource recovery and achievement of AB 939 goals. The City will only exercise its right in the event Contractor is unable to process the Solid Waste or Yard Waste in a manner that would achieve similar results or cost efficiencies. The City shall not exercise its right to acquire ownership for the sole purpose of directing Solid Waste to another disposal facility.

**4.10 Vehicles Used by Contractor.** All vehicles used by Contractor to perform the services set forth in this Article shall comply with all current requirements, rules and regulations established or adopted as of January 1, 2005 by the California Air Resources Board (CARB), and any requirements, rules and regulations established or adopted after January 1, 2005 that are pursuant to the PROPOSED DIESEL PARTICULATE MATTER CONTROL MEASURE FOR ON-ROAD HEAVY-DUTY DIESEL-FUELED RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION VEHICLES ("the Proposed Rule") which was released by the CARB on June 6, 2003. The City and Contractor agree that the Rates are sufficient for Contractor to upgrade and retrofit its vehicles to be in compliance with said CARB requirements, rules and regulations dated June 6, 2003 and that the City shall not be required to increase the Rates for this purpose. Reimbursement of costs incurred by Contractor for future

change(s) to said requirements, rules and regulations shall be determined pursuant to Section 15.8.2.

## **ARTICLE 5.00 – HAZARDOUS AND UNACCEPTABLE WASTE**

### **5.1 Hazardous and Unacceptable Waste.**

**5.1.1 General.** If Contractor, its employees, agents, or permitted subcontractors, observe any substances which they reasonably believe or suspect to contain Hazardous Waste anywhere within the City, including on, in, under or about City property, including streets, easements, rights of way and City Solid Waste or litter containers, or anywhere within, including on, in, under or about any of its properties, Contractor shall immediately notify the appropriate regulatory agencies and the City.

**5.1.2 Notice to Customers.** Contractor shall notify on an ongoing basis all Customers of (i) the prohibition against the set out and delivery of Hazardous Waste and Unacceptable Waste and (ii) the obligation of each Customer to provide for the proper handling and disposition of Hazardous Waste and Unacceptable Waste. Contractor shall refuse to collect or accept any Hazardous Waste or Unacceptable Waste. Contractor shall notify the Customer in writing why the collection was not made and for the Customer to arrange for proper disposal. Contractor shall, prior to leaving the location, leave a tag at least 2"x6" which lists the telephone number for the Alameda County Household Hazardous Waste Program, including the reason for refusing to collect the waste.

**5.1.3 Contractor to Segregate and Dispose.** Contractor shall implement procedures to identify and reject waste materials delivered to its facilities that are Hazardous Waste, Designated Waste, Unacceptable Waste or which otherwise may not be legally accepted at its facilities under its existing permits and other applicable governmental regulations then in effect. Contractor shall segregate for disposition any Hazardous Waste or Unacceptable Waste that is identified after waste has been accepted or loaded, and shall not further process or transport such Hazardous Waste or Unacceptable Waste except to arrange for its transport and disposal to a properly permitted recycling, treatment or disposal facility of Contractor's choosing. Contractor shall be solely responsible for handling and arranging the transport and disposition of all Hazardous Waste and Unacceptable Waste that is collected or received by Contractor and the costs associated therewith. Nothing in this Section prohibits Contractor from making every reasonable effort to recover its special handling and disposal costs from the generator, and from the City if the City is the generator, of such Hazardous or Unacceptable Waste. Notwithstanding the foregoing, Contractor's recovery of such costs from the City is limited to costs specifically attributable to Hazardous or Unacceptable Waste generated by the City through its employees (acting within the ordinary course and scope of their employment), and Contractor waives any right to pursue a Claim against the City based on joint and several liability as to such Hazardous or Unacceptable Wastes.

**5.1.4 Operating Procedures and Employee Training.** Contractor shall establish, implement and maintain written operating procedures designed to insure

Contractor's compliance with the provisions of this Article 5.00. Contractor shall establish, implement and maintain an employee training program and shall ensure that employees responsible for the identification, removal, handling, transport and disposal of Hazardous Waste, Designated Waste and Unacceptable Waste are at all times fully trained. Contractor shall maintain documentation that describes the training received by its employees.

**5.2 Remediation of Spills.** Contractor shall be solely responsible for any contamination existing at its facilities before or after the date of this Agreement. No cost incurred as a result of such contamination shall be recoverable under this Agreement nor in separate administrative or judicial forum. Contractor shall diligently and regularly inspect its properties for Hazardous Waste and shall immediately remove and remediate any Hazardous Waste that it knows has been spilled or deposited at any location during the course of its operations. Contractor shall be responsible for remediation of its facilities and other locations impacted by spills or releases and the cost of remediation incurred as a consequence of such spills or releases shall not be recoverable under this Agreement. Nothing in this Section prohibits Contractor from making every reasonable effort to recover its special handling and disposal costs from the generator, and from the City if the City is the generator, of such Hazardous Waste. Notwithstanding the foregoing, Contractor's recovery of such costs from the City is limited to costs specifically attributable to Hazardous Waste or Unacceptable Waste generated by the City through its employees (acting within the ordinary course and scope of their employment), and Contractor waives any right to pursue a claim against the City based on joint and several liability as to such Hazardous or Unacceptable Wastes. Contractor acknowledges and agrees that this Agreement does not provide the City, its agents, officers or employees with any control whatsoever over Contractor's compliance with environmental laws and regulations.

**5.3 Record Keeping.** Contractor shall create and maintain records that document and describe the amounts, nature, and disposition of all Hazardous Waste discovered, released, removed or remediated by Contractor in the course of performing this Agreement. All documentation required by this Article 5.00 shall be available for review by the City, and the City shall have the right to audit Contractor's implementation of all programs, procedures and training required under this Article. Contractor shall maintain Hazardous Waste records for fifty (50) years. Contractor may maintain such records in hard copy, on microfiche or by any other technologically acceptable method for record retention commonly available at the time.

**5.4 Hazardous Waste Exclusion Program.** During the Term, the City shall participate with appropriate regulatory and governmental agencies for the collection and proper disposal of household hazardous waste within the City, but nothing in this Agreement shall be construed as requiring the City to establish a specific program or to expend a specific amount of funds for such programs. The City shall take those measures reasonably necessary in compliance with law to exclude household hazardous waste from Solid Waste to be disposed of under this Agreement as set forth in Exhibit L attached hereto and incorporated by reference herein. Contractor has established, and will implement, a Hazardous Waste Exclusion Program that is set forth in Exhibit L-1 attached hereto and incorporated by reference herein. Notwithstanding the efforts of the

City and Contractor, the City makes no promise, and gives no guarantee, that Hazardous Wastes will not be delivered to the Disposal Facility.

## **ARTICLE 6.00 – CONTRACTOR’S FACILITIES**

### **6.1 Disposal Facility.**

**6.1.1 Reservation of Disposal Capacity.** Contractor shall reserve for and provide to the City permitted disposal capacity sufficient to dispose of all Solid Waste delivered to the Disposal Facility during the Term and any extensions thereof. Based upon information provided by Contractor of the current amount of Solid Waste collected in Oakland, which is disposed of at the Disposal Facility, and upon which information the City solely relies, Contractor shall reserve a minimum of 250,000 tons of disposal capacity for Solid Waste collected in Oakland during each year of the Term. Reservation of such disposal capacity by Contractor in no way whatsoever obligates the City to utilize all such reserved capacity, nor to pay any money to Contractor, nor increase Rates, if such reserved capacity is not used during any annual period. Reservation of the established disposal capacity shall also not modify Contractor’s obligation to provide any and all additional disposal capacity to meet its Solid Waste disposal duties and obligations to the City pursuant to this Agreement.

**6.1.2 Alternative Disposal Facility.** If Contractor becomes unable to perform its obligations at the Disposal Facility, including but not limited to accepting and disposing of Solid Waste collected in Oakland as required by this Agreement, as the result of causes beyond its control, that could not have been prevented by the exercise of due care, then Contractor shall notify the City immediately. Contractor shall immediately and diligently (i) accept and dispose of such Solid Waste at another disposal facility owned by it (or by another company that is owned and controlled, directly or indirectly, by Waste Management of California, Inc., and/or Waste Management, Inc.), or (ii) arrange for it to be accepted at another Disposal Facility not owned by it or an affiliated company, and (iii) exercise its best efforts to obtain or arrange for any necessary permits or licenses.

Contractor shall be entitled to an increase in Rates only if (i) the costs of disposal at the alternative disposal facility are higher than at the Disposal Facility, and (ii) the inability to use the Disposal Facility is not due in any way to Contractor’s negligence, breach of this Agreement or other fault. The City shall not be obligated to pay any additional transportation costs for use of an alternative disposal facility. Moreover, if the Rates would be increased as a result of the use of an alternative facility, the City may require Contractor to use a different disposal facility (including one not owned by it or an affiliate) if the cost of its use is lower. The foregoing principles shall apply to Sections 6.2 and 6.3.

**6.1.3 Disposition of Unauthorized Waste.** Contractor shall implement procedures to identify and reject waste materials delivered to the Disposal Facility which are Hazardous Wastes, Designated Wastes or which otherwise may not be legally accepted at the Disposal Facility under the Disposal Facility’s permits and other applicable governmental regulations then in effect. Contractor shall implement such

procedures in a uniform and non-discriminatory manner as applied to waste materials delivered to the Disposal Facility attributable to Oakland and from all other sources. Contractor may, in the course of implementing such procedures, refuse to accept waste materials proposed to be deposited which are attributable to Oakland if they constitute Hazardous Waste, or otherwise may not be legally accepted at the Disposal Facility and shall be solely responsible for material which is accepted. If Contractor discovers such wastes among materials that it has accepted, it shall dispose of such wastes at its own expense. Contractor may pursue all legal rights and remedies it may have against the generator(s) of such waste if the generators can be identified.

**6.1.4 Days and Hours of Operation.** Contractor shall operate the Disposal Facility for the receipt and disposal of Solid Wastes subject to conditions in its permits restricting operating hours, and other legal constraints. In the event of a Local Emergency, Contractor shall, if requested by the City, attempt to obtain modifications to permit conditions restricting operating hours and to remove other legal constraints on receipt of Solid Waste outside of the permitted hours for the duration of the Local Emergency.

**6.1.5 Weighing.** Contractor shall maintain an adequate scale system at the Disposal Facility. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability sufficient to provide information to the City in compliance with AB 939 reporting requirements. In the ordinary course, Contractor shall determine the amount of Solid Waste delivered to the Disposal Facility by reliance upon the records as to the weight of the vehicle and its contents recorded at the Transfer Station prior to its departure to the Disposal Facility. All vehicles of Contractor delivering Solid Waste to the Disposal Facility shall be weighed, and their weights recorded, if and when necessary to accurately measure tons of Solid Waste delivered. In the case of City vehicles delivering Solid Waste to the Disposal Facility that are required to be weighed, Contractor shall apply the volume to weight conversion factors set forth in Exhibit O, attached hereto and incorporated by reference herein.

**6.2 Transfer Station.** Contractor owns the Transfer Station. If Contractor becomes unable to perform its obligations at the Transfer Station, as required by this Agreement, as the result of causes beyond its control, that could not have been prevented by the exercise of due care, then Contractor shall notify the City immediately. Contractor shall immediately and diligently exert its best efforts to transfer Solid Waste in any lawful manner to properly permitted facilities (whether owned by it or not) and to obtain or arrange for any permits or licenses needed.

**6.2.1 Weighing.** Contractor shall operate and maintain an adequate scale system at the Transfer Station. All scales and weighing equipment shall be kept in good and accurate condition operating at the standard of accuracy and reliability sufficient to provide information to the City in compliance with AB 939 reporting requirements. All vehicles of Contractor and the City delivering Solid Waste to the Transfer Station shall be weighed, and their weights recorded, so as to accurately measure tons of Solid Waste delivered. If the scales and weighing equipment at the Transfer Station are out of service, Contractor shall determine the amount of Solid Waste

delivered to the Transfer Station by utilizing the arithmetic average of that vehicle's recorded tons of Solid Waste delivered on its immediately preceding three (3) deliveries to the Transfer Station. In the case of City vehicles delivering Solid Waste to the Transfer Station that are required to be weighed, Contractor shall apply the volume to weight conversion factors set forth in Exhibit O, attached hereto and incorporated by reference herein. Contractor shall conduct additional weighing to calculate the amount of Solid Waste diverted at the Transfer Station and to allocate to the City its proportionate share of the diverted tonnage for AB 939 reporting.

**6.2.2 Days and Hours of Operation.** Contractor shall operate the Transfer Station from 7:00 a.m. to 5:00 p.m. seven days per week. The Transfer Station may be closed only on the following holidays:

New Year's Day  
Labor Day

Easter Sunday  
Thanksgiving Day

Fourth of July  
Christmas Day

Subject to conditions in its permits restricting operating hours, and other legal constraints, Contractor shall reasonably receive deliveries at other times. In the event of a Local Emergency, Contractor shall, if requested by the City, attempt to obtain modifications to permit conditions restricting operating hours and to remove other legal constraints on receipt of Solid Waste outside of the hours shown above for the duration of the Local Emergency.

**6.3 Processing Facilities.** Contractor owns the Processing Facilities for Yard Waste and Recyclables. If Contractor becomes unable to perform its obligations at the Processing Facility, as required by this Agreement, as the result of causes beyond its control, that could not have been prevented by the exercise of due care, then Contractor shall notify the City immediately. Contractor shall immediately and diligently exert its best efforts to transfer Yard Waste and Recyclables in any lawful manner to properly permitted facilities (whether owned by it or not) and to obtain or arrange for any permits or licenses needed.

**6.3.1 Weighing.** Contractor shall operate and maintain an adequate scale system at the Processing Facilities in accordance with the procedures set forth in Section 6.2.1.

**6.4 Voluntary Change in Facility.** If during the Term Contractor elects to change the location of the Disposal Facility, Material Recovery Facility, Processing Facility or Transfer Station, Contractor shall notify the City in writing as to the proposed location of the new facility and the effective date of Contractor's intended use of the facility. Any new facility to be used by Contractor to fulfill its obligations pursuant to this Agreement shall be located in an area zoned for the type of activity to be conducted at the facility. Contractor shall be responsible to acquire all necessary permits and environmental review and clearance. This Agreement does not authorize or waive any permit requirements. Contractor shall not be entitled to additional compensation from the City, or request a change in the Rates, as a result of Contractor's decision to use another facility to fulfill its obligations pursuant to this Agreement, except as explicitly stated in

Section 6.1.2, 6.2 and 6.3. Notwithstanding the above, the City shall not unreasonably refuse a request for change in facility location made by Contractor.

**6.5 City Redirection of Yard Waste.** The City and Contractor recognize that Contractor intends to develop composting capability at Contractor's Altamont Landfill and Resource Recovery Facility. If and when said capabilities exist, Yard Waste and other compostable materials collected under this Agreement shall be directed to said processing facility, provided that the total transportation and tipping price, inclusive of all Contractor handling and processing charges, are Cost Competitive with alternative processing sites. For the purposes of this Section, Cost Competitive shall be defined as being within 10% of the lowest cost alternative processing site to which the City may redirect Yard Waste collected under this Agreement, pursuant to the conditions set forth in this Section. In the event that materials are redirected to Contractor's Altamont Landfill and Resource Recovery Facility, Contractor shall share with the City fifty percent (50%) of those savings, if any, on the total transportation and tipping price, inclusive of all of Contractor's handling and processing charges. The City shall not be required to adjust the Rates if Contractor's costs exceed the then existing Rates. If Contractor does not develop said processing capability at Altamont, or if the total charges at Altamont are not Cost Competitive, the City reserves the right to redirect Yard Waste collected under this Agreement to an alternative processing site, pursuant to the conditions set forth in this Section. In the event the City directs Contractor to use an alternative processing site, the City shall provide ninety (90) days' prior written notice to Contractor identifying said processing site and the date Contractor shall commence delivery of Yard Waste to such site. Contractor shall ensure that the alternative processing site receives Yard Waste collected under this Agreement by the date designated by the City. In the event that materials are redirected to an alternative processing site, and Contractor incurs lower transportation and tipping price, inclusive of all Contractor's handling and processing charges, Contractor shall share with the City 50% of said savings. Contractor has provided the City with its total per ton charges, inclusive of all Contractor's handling and processing charges, for transporting and tipping Yard Waste as of January 1, 2005. Said amount is \$56.89 which shall be adjusted annually pursuant to Sections 15.3 and 15.4.

## **ARTICLE 7.00 – COMPLIANCE WITH LAW AND PERMITS**

**7.1 Compliance with Law.** Contractor shall comply, at its sole expense, fully and faithfully with all local, state and federal laws, ordinances, regulations and permit requirements, including City Legislation, as they may be amended from time to time, applicable to its performance under this Agreement, or in any way related to Contractor's performance of the services required under this Agreement; including, but not limited to, local, state and federal laws, ordinances and regulations relating to protection of the public's health, safety and welfare or contamination of the environment specifically including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 *et seq.*, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sections 6901 *et seq.*, the California Integrated Waste Management Act of 1989, and all other applicable laws of the State of California, the County of Alameda, ordinances of the City, the requirements of Local Enforcement Agencies and other agencies with jurisdiction. Without limiting

the generality of the foregoing, Contractor shall, at its sole expense, prepare and complete, or arrange for the preparation and completion of, any environmental impact report or other environmental review required under applicable local, state and federal law for the construction, modification or operation of physical plants, if any, necessary to perform the services described in this Agreement.

**7.2 Permits, Authorizations, Licenses.** Contractor shall obtain, and shall maintain throughout the term of this Agreement, at Contractor's sole expense, in addition to the permits required pursuant to Section 7.3, all other necessary permits, licenses, inspections and approvals required for Contractor to perform all the work and services agreed to be performed by Contractor pursuant to this Agreement. Contractor shall show proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses or approvals upon the request of the City.

**7.3 Permits for Use of Facilities.** Contractor shall keep in force and comply with the terms and conditions of all existing permits and approvals from governmental authorities necessary for the use of the Disposal Facility, Material Recovery Facility, Processing Facilities and Transfer Station (collectively "Facilities") throughout the Term to adequately dispose and process all Recyclables, Solid Waste and Yard Waste delivered to the Facilities pursuant to this Agreement. Contractor shall keep the City fully informed of its progress in securing renewals of all such permits which occur during the Term and which may affect the ability of Contractor to perform pursuant to this Agreement. Upon request, Contractor shall provide the City with copies of all relevant correspondence with permitting agencies and all other relevant material correspondence related to the permitting process with third parties, but not including internal memoranda or correspondence between Contractor and its agents, consultants or attorneys. Upon request, Contractor shall also provide the City with a status report on applications for renewals of existing permits or any new permits that may be required to continue operations at the Facilities within existing permitted areas. Contractor shall give the City immediate notice of any proposed amendment to or alteration of such permits, or any new permits that may be required. Contractor shall use all reasonable efforts to resist any amendments or alterations to permits, the terms of which would prevent or materially interfere with the performance of its obligations under this Agreement, through all available administrative procedures. In the event that such permit amendments occur despite Contractor's reasonable efforts to resist them, Contractor shall not be in breach of this Agreement if Contractor complies with such permit amendments provided Contractor also complies with Section 6.1.2. A summary list of all current permits held by Contractor as of the Effective Date for operation of the Facilities, showing both the permit number and date of expiration, is attached to this Agreement as Exhibit N and incorporated by reference herein. A summary list of pending permits is attached to this Agreement as Exhibit N-1 and incorporated by reference herein. A summary list of all permits and pending permits as of July 1, 2005, including applicable permit numbers and date of expiration, is attached to this Agreement as Exhibit N-2 and incorporated by reference herein. Subsequent changes in the list of applicable permits and expiration dates shall be sequentially numbered and attached hereto. Contractor maintains that some of the foregoing information is confidential and proprietary and such Contractor designated information shall be subject to the disclosure restrictions of Sections 17.26.2, 17.26.3 and 17.26.4.

## **ARTICLE 8.00 – CUSTOMER SERVICE**

**8.1 Scope of Services.** Contractor shall provide the following Customer services:

- (a) preparation, coordination with the City, and distribution of announcements for the start-up of Single Family Dwelling curbside Solid Waste and Yard Waste collection services. Contractor shall obtain written approval from the City prior to production of public education materials as delineated in Exhibit G. The City will respond within ten (10) working days of receipt of production copy(ies) of public education materials from Contractor;
- (b) maintenance of a business office within the City limits with multi-lingual (at least English, Spanish, Chinese) capability and service hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding federal holidays. Contractor shall maintain a voicemail system (or its technological equivalent) for the Customer's use during non-regular service hours and respond to messages left on the system within one (1) working day of the message being left. Contractor must ensure that telephone calls to it from locations within the City are billed as "local calls" by all telephone companies;
- (c) appropriate notification of Customers and thirty (30) days notice to the City in advance of any scheduling change or material service change. Contractor will not permit any Customer to go more than seven (7) days without service in connection with a collection service schedule change;
- (d) collection of missed collections within twenty-four (24) hours of notification to the Contractor by Customers and/or the City, unless Contractor and Customer mutually agree upon a different timeframe, with Contractor always striving to achieve said collection to Customer's ultimate satisfaction;
- (e) maintenance of records of all commendations, complaints, and notifications of missed collections, and Contractor's response thereto. Contractor shall respond promptly to all Customer complaints and, when appropriate, document pertinent measures undertaken to resolve such complaints;
- (f) community education and outreach services in accordance with the community education and outreach plan prepared in accordance with Exhibit G and approved by the City under this Agreement; and
- (g) such additional services as may be specified in plans submitted under this Agreement or in changes in the scope of work under this Agreement and agreed to in advance by both Contractor and the City.

**8.2 Performance Reviews.** Once a year, after thirty (30) days written notification to Contractor, the City may conduct a performance review, which may include a public hearing at which Contractor shall be present and participate, to review Contractor's performance and quality of service and to provide for evaluation of technological and regulatory changes and their effect on the services provided under this Agreement. The reports required by this Agreement, including but not limited to those regarding Customer complaints, may be utilized as a basis for review. If a review not involving a public hearing is conducted, Contractor shall be provided an opportunity to meet and confer with City staff. In addition, the City Administrator may schedule a hearing at other reasonable times, particularly if imposition of liquidated damages is contemplated.

The provisions of this Section are complementary and supplemental to, and in no way limit, the provisions of Article 16.00. Failure of the City to evaluate Contractor as set forth in this Section shall not affect the rights and obligations of the City or Contractor pursuant to the remainder of the Agreement.

### **8.3 Billing, Payment, and Payment Collection Services.**

**8.3.1 Billing.** Contractor shall: (i) bill Customers for Solid Waste and Yard Waste collection, which includes a deadline date in a prominent space on the front of each billing sent, and that this date shall be in boldface type and in capital letters; (ii) collect payment for those services; (iii) maintain billing and payment records and (iv) notify the City of delinquent accounts pursuant to the procedures described in Section 6-4.17 through Section 6-4.17.10 of the Oakland Municipal Code which may be amended or recodified from time to time by the City. The City may direct Contractor to insert mailers (the format of which is mutually agreed upon by Contractor and the City) with billings relating to City-sponsored events and integrated waste management activities, to the extent that the agreed upon mailer format does not increase Contractor's normal postage cost for billing. If a postage increase is incurred for said mailing, the City will be responsible for the actual reasonable amount of the increase.

**8.3.1.1 Payment Posting.** All payments must be posted no later than the end of the next business day. In the event of a late or delinquent payment, Contractor shall use the following proof of timely payments when posting payments to a Customer account: (i) cash register receipt issued by Contractor to Customers making payment in person at Contractor's office; (ii) certificate of mailing issued by the U.S. Post Office; (iii) certificate of registered or certified mail issued by the U.S. Post Office; (iv) receipt of delivery from private mail service; (v) dated confirmation number issued by Contractor for ezipay on-line electronic payment; or (vi) dated confirmation number issued by Contractor for ezipay phone electronic payment. In the event that an invoice payment is received after the service period deadline, Contractor shall accept Customer payments for a grace period of one additional week. Contractor shall either (i) return payment to the Customer and notify, in writing, that said invoice is now due and payable to the City; or (ii) notify the Customer, in writing, that the payment received was applied to any current and/or future service charges, and that said invoice is now due and payable to the City.

**8.3.1.2 Billing Errors.** Identified billing errors must be corrected within two (2) business days and a revised bill must be sent to the Customer, upon their request, within three (3) business days thereafter. Contractor shall use the mailing address provided by the Customer. Contractor's records shall be matched with that of the Alameda County Assessor's records if, and only if, the following occurs: (i) an invoice becomes delinquent; or (ii) mail was returned.

**8.3.1.3 Telephone Customer Service.** Contractor will provide to its Customers call completion and on-hold rates of service at or above the accepted industry standard at any given time. The performance standard for Customer on-hold waiting time shall be three minutes or less based on a monthly average. In addition to Liquidated Damages set forth in Exhibit A-1, 3 (d), in the event that the performance standard is exceeded for two months in a row, Contractor will add the appropriate staff to restore compliance and meet the performance standard and take other action necessary to ensure compliance with this Section. Contractor will provide bilingual customer service representatives (English, Spanish, Chinese) or will provide a way for the Customer to adequately communicate with Contractor.

**8.3.1.4 Correspondence Customer Service.** Contractor will respond promptly to all written correspondence from Customers.

**8.3.1.5 Cashiering Operation.** Contractor shall provide adequate staffing to assist Customers so as to not unduly inconvenience Customers making payment in person.

**8.3.1.6 Administrative Hearing and Public Hearing Participation.** Contractor shall designate a representative to attend administrative hearings and/or public hearings scheduled by the City to review delinquent charges for services rendered to the Customer by Contractor. Contractor's representative shall provide the account records for Customer and City review and be empowered to confirm, negotiate, amend or forgive the amount owed.

**8.3.2 Billing Records.** Contractor shall keep records of all billing documents and Customer account records, including but not limited to invoices, receipts and collection notices, for a period of three (3) years after the date of receipt or issuance. Contractor may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

**8.3.3 Franchise Fee.** In consideration of the special franchise right granted by the City to Contractor to transact business, provide services, use the public streets and/or other public places, and to operate a public utility for Solid Waste and Yard Waste collection services, Contractor shall remit monthly a franchise fee payment to the City. From the Effective Date of this Agreement through December 31, 1995, Contractor shall pay the City a franchise fee of six and one-half percent (6.5%) of gross revenues received (less City fees) from all Solid Waste, Yard Waste and franchised special services provided by Contractor, including revenues from sales of Bag-Its on or before the 20<sup>th</sup> day of the month after the Effective Date and each successive payment will be

due on or before the 20<sup>th</sup> day of each succeeding month. For the period of January 1, 1996 through June 30, 1999, Contractor shall pay to the City a monthly franchise fee of \$305,000 (\$3,660,000 per annum). The payment for January 1996 will be due on or before the 20<sup>th</sup> day of February and each successive payment will be due on or before the 20<sup>th</sup> day of each succeeding month. Commencing July 1, 1999 the franchise fee required to be remitted pursuant to this section shall be increased by eighty percent (80%) of the change in the Index between the Annual Average (January-December) for 1998 and the Annual Average index for 1997. On July 1 of each subsequent year of the Term, the franchise fee, as adjusted as of July 1, 1999, shall be adjusted by eighty percent (80%) of the change in the Index between the Annual Average index in the year immediately preceding the year in which the fee is changed and the Annual Average index twelve (12) months earlier. The franchise fee payment for July 1999 shall be due on or before August 20, 1999 and each successive payment will be due on or before the 20<sup>th</sup> day of each succeeding month. If the franchise fee is not paid on or before the twentieth (20<sup>th</sup>) day of any month, Contractor shall pay to the City a late payment fee in an amount equal to one percent (1%) of the amount owing for that month. Contractor shall pay an additional one percent (1%) owing on any unpaid balance for each thirty (30) day period the franchise fee remains unpaid.

The City, at its sole discretion, may increase the franchise fee. Contractor shall collect and remit same to the City. In such event, the City shall be obligated to increase the Rates to generate a sufficient amount of revenue to cover the increased franchise fee owed to the City. The City shall by letter, similar in form to Exhibits PP-1 through PP-6 attached hereto, notify Contractor of the amount of the annual adjustment to the franchise fee. As of July 1, 2005 the monthly franchise fee amount due to the City is \$362,033. Each subsequent annual change in the franchise fee shall be sequentially numbered and attached hereto.

**8.3.4 City Fees.** From the Effective Date of this Agreement through December 31, 1995, Contractor shall pay City fees based upon the methodology for submitting City fees then in existence between the City and Contractor. For the period of January 1, 1996 through June 30, 1999, Contractor shall remit to the City a monthly payment of \$1,041,000 (\$12,492,000 per annum) for We Mean Clean, Household Hazardous Waste and recycling program activities. The payment for January 1996 will be due on or before the 20<sup>th</sup> day of February and each successive payment will be due on or before the 20<sup>th</sup> day of each succeeding month. Commencing July 1, 1999 the City fees required to be remitted pursuant to this Section shall be increased by eighty percent (80%) of the change in the Index between the Annual Average (January-December) index for 1998 and the Annual Average Index for 1997. On July 1 of each subsequent year of the Term, the City fees, as adjusted as of July 1, 1999, shall be adjusted by eighty percent (80%) of the change in the Index between the Annual Average index in the year immediately preceding the year in which the City fees are changed and the Annual Average index twelve (12) months earlier. The City fee payment for July 1999 shall be due on or before August 20, 1999 and each successive payment will be due on or before the 20<sup>th</sup> day of each succeeding month.

If the City fees are not paid on or before the twentieth (20<sup>th</sup>) day of any month, Contractor shall pay to the City a late payment fee in an amount equal to one percent

(1%) of the amount owing for that month. Contractor shall pay an additional one percent (1%) owing on any unpaid balance for each thirty (30) day period the City fee remains unpaid.

The City, at its sole discretion, may increase City fees. Contractor shall collect and remit same to the City. In such event, the City shall be obligated to increase the Rates to generate a sufficient amount of revenue to cover the increased City fees. The City shall increase said Rates by ordinance. In future years, the increased City fees shall be adjusted for changes in the Consumer Price Index in the manner set forth in Sections 15.3 and 15.4. If there is a conflict between how the Rates are adjusted for changes in the Consumer Price Index in the ordinance with Sections 15.3 and 15.4, the methodology set forth in Sections 15.3 and 15.4 shall prevail.

The City shall by letter, similar in form to Exhibits PP-1 through PP-6 attached hereto, notify Contractor of the amount of the annual adjustment to the City fees. As of July 1, 2005 the monthly City fees due is \$1,834,004. Each subsequent annual change in the City fees shall be sequentially numbered and attached hereto.

**8.3.5 Monthly Collections Statement.** On a monthly basis, Contractor shall provide the City with a statement of revenues collected during the preceding month and a breakdown of franchise fee and City fees being remitted. The monthly statement shall be submitted on the City approved form shown in Exhibit H. Said monthly statement shall be submitted to the City within twenty (20) days of the end of the calendar month in which billing and collection service was provided, and shall accompany any other reports then due to the City.

**8.3.6 City Access to Billing Information.** Contractor shall provide the City with prompt access to all current and up-to-date billing information necessary to allow the City to collect delinquent residential bills pursuant to the Oakland Municipal Code. In addition, Contractor will cooperate fully and actively with City staff to effectuate transfer of billing information to the City electronically no later than June 30, 1996.

## **ARTICLE 9.00 – RECORD KEEPING, INSPECTIONS AND REPORTING**

**9.1 Financial Auditing.** In addition to all other reports required under this Agreement, Contractor shall compile an annual financial report detailing revenues billed under this Agreement, outstanding accounts receivable, and franchise and other fees remitted to the City. Contractor's accounting records shall be maintained on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor were an independent entity providing service only to the City. The financial report required by this Section shall be submitted not later than three (3) months following the end of Contractor's annual accounting period.

**9.2 Record Keeping.** In addition to other record keeping requirements, Contractor shall provide (i) collection and disposal records; (ii) character, weight and volume of Solid Waste, especially as related to reducing and diverting Solid Waste in

information to be separated by kind of account; (iii) special cleanup event results; (iv) Yard Waste participation, especially as related to determining participation rates and implementing programs to increase existing participation and to expand diversion (names, addresses, contact made, etc.); and (v) any other records required by the terms of this Agreement. Contractor will, upon request, provide information to the City about costs and revenues attributable to various classes and categories of service in order to assist the City in evaluating and/or altering the structure of the Rates. In the event Contractor discontinues providing Solid Waste services to the City, Contractor shall provide all records of processing all Solid Waste collected in the City within thirty (30) days of discontinuing service.

**9.3 Inspection of Facilities and Operational Records.** The City shall have the right, but not the obligation, to observe and inspect all of Contractor's Facilities and operations under this Agreement. In connection therewith, the City shall have the right to enter the Facilities upon reasonable notice to Contractor and during operating hours, speak to any of Contractor's employees and receive cooperation from such employees in response to inquiries. In addition, upon reasonable notice and without interference with Contractor's operations, the City may review and copy, at its expense, any of Contractor's operational records related to this Agreement. If the City so requests, Contractor shall make specified personnel available to accompany the City Representatives on inspections.

**9.4 Reporting.** Contractor shall submit monthly, quarterly and annual reports to the City documenting the disposition of Solid Waste and Yard Waste and shall format such reports so that they may be used by the City for City's compliance with the reporting requirements of AB 939 or any other subsequently enacted federal, state or local law governing integrated waste management. Contractor shall format such reports in accordance with the then current requirements of the California Integrated Waste Management Board or other agency(ies) subsequently authorized to administer federal, state or local law governing integrated waste management. Exhibit H to this Agreement sets forth a report format that conforms to the current requirements. The City may update the report format requirements from time to time and shall notify Contractor as provided for in Section 17.14 of this Agreement. Contractor shall be responsible for promptly updating this report format to insure the City's compliance with future requirements applicable to such reports. The City, in its reasonable discretion, may request additional information in, or modifications to the formatting of, such reports. Contractor shall provide the City with monthly reports showing both the average weekly and monthly telephone Customer on-hold waiting times and average abandonment rate along with its regularly submitted monthly reports. Nothing in this Section prohibits the City from independently conducting its own survey of customer telephone on-hold waiting time or taking other actions to monitor and enforce performance standards. All data generated for and contained in reports prepared under this Section shall be the property of the City.

## **ARTICLE 10.00 - INDEPENDENT CONTRACTOR**

**10.1 Contractor an Independent Contractor.** It is expressly agreed that in the performance of the services under this Agreement, the Contractor shall be, and is, an independent contractor, and is not an agent or employee of the City. Contractor has and

shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor has completed the Independent Contractor Questionnaire attached hereto and incorporated herein as Exhibit VV.

**10.2 No Partnership or Joint Venture Created.** Nothing in this Agreement shall be construed as creating a partnership or joint venture between the City and Contractor, or as giving the City a duty to supervise or control the acts or omissions of any person performing services or work under the Agreement.

**10.3 No Entitlement to Benefits.** Neither Contractor nor its officers, employees, agents, subagents, contractors or subcontractors shall be entitled to any retirement benefits, Workers' Compensation benefits, or any other benefits that accrue to any City employees, and Contractor expressly waives any claim it may have or acquire to such benefits.

#### **ARTICLE 11.00 – PERFORMANCE BOND**

**11.1 Performance Bond or Alternative Security.** On or before the Effective Date, Contractor shall provide the City with a fully prepaid Performance Bond substantially in the form of Exhibit J, in the amount of Twenty-five Million Dollars (\$25,000,000.00) payable to the City, executed as surety by a corporation authorized to issue surety bonds in the State of California, which corporation is acceptable to the City; and/or by providing as Alternative Security (i) a fully prepaid irrevocable letter of credit in form and substance satisfactory to the City and issued by a financial institution acceptable to the City; (ii) a certificate of deposit in the name of the City with a financial institution acceptable to the City; or (iii) an alternate instrument securing Contractor's performance which is acceptable to the City at its sole discretion; provided that in all events the Performance Bond or Alternative Security, alone or in combination, secure an amount at least equal to Contractor's cost to provide services for six (6) months. Such Performance Bond or Alternative Security shall be either (i) expressly provided for the full term of the Agreement, or (ii) provided for consecutive annual terms, in which case Contractor shall deliver to the City an annual Performance Bond or Alternative Security in a form acceptable to the City no less than sixty (60) days prior to the expiration of the preceding Performance Bond or Alternative Security. The City may require Contractor to increase the face amount of the Performance Bond or Alternative Security to maintain said Bond or Security in an amount at least equal to Contractor's cost (rounded to the closest Five Hundred Thousand Dollars - \$500,000) to provide services for six (6) months. A copy of the 2003 performance bond in the amount of Thirty-four Million, Dollars (\$34,000,000) is attached as Exhibit J-1. Subsequent performance bonds shall be sequentially numbered and attached hereto. Nothing in this subsection shall in any way obligate the City to accept a letter of credit, certificate of deposit or other form of Alternative Security in lieu of the Performance Bond.

**11.2 City's Right to Draw Against Performance Bond or Alternative Security.** The City shall have the right to draw against the Performance Bond or, if applicable, the Alternative Security, for an event of default as set forth in Section 16.1 or Exhibit A-1 if Contractor has not cured the event of default after expiration of any applicable cure period. Without limiting the generality of the foregoing, the City may draw against the Performance Bond or Alternative Security in the event that Contractor's payment of franchise fees, City fees, or regulatory fees, or other payments required under this Agreement become more than thirty (30) days delinquent and Contractor has not cured the event of default after expiration of any applicable cure period.

**11.3 Contractor's Obligation to Replenish Performance Bond or Alternative Security.** Contractor covenants that it shall not dispute with its bonding company or the administrator of any Alternative Security the City's right to draw upon the Performance Bond or Alternative Security if Contractor's payments become more than thirty (30) days delinquent or if after reasonable notice, Contractor is assessed liquidated damages for acts or omissions set forth in Exhibit A-1 and Contractor has not cured the event of default after expiration of any applicable cure period. Within five (5) working days of receipt of notice from the City, Contractor shall renew or replace such sums as needed to replenish the Performance Bond, or, if applicable, the Alternative Security.

**11.4 Termination of Performance Bond or Alternative Security Obligation.** Under no circumstances shall Contractor change, or allow the expiration of, the Performance Bond or Alternative Security provided under this Agreement without written notice to the City and written authorization from the City to allow such change or expiration. If Contractor shall fully perform the covenants, promises, undertakings and obligations contracted by Contractor to be performed under this Agreement, then the City shall not draw against the Performance Bond or Alternative Security. Contractor's obligation to maintain the Performance Bond, or Alternative Security, shall terminate and be cancelled upon the completion of all of Contractor's obligations under this Agreement including, without limitation, Contractor's payment of all franchise, City fees, or regulatory fees, or other applicable payments under Section 8.3. In the event of Contractor's default, the Performance Bond or Alternative Security shall remain in effect until the City or its designated agent has completed all of Contractor's obligations under this Agreement. City shall execute and deliver to Contractor or Contractor's surety promptly upon the completion of all of Contractor's obligations under this Agreement, such certificates or other documents as either of them may reasonably request for the purpose of terminating and canceling the Performance Bond or Alternative Security. Absent such certificates or documents executed by the City, the Performance Bond or Alternative Security shall not be terminated or cancelled.

## **ARTICLE 12.00 - INSURANCE**

**12.1 Contractor's Agreement to Provide Insurance.** On or before the Effective Date, Contractor shall procure and keep in force for the Term, or as otherwise specified below, the insurance coverages set forth below, with insurers with a Best rating of "A", or better, and class eight (8) or larger and under forms of policies satisfactory in

all respects to the City. Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this Article. A copy of the current Certificate of Insurance is attached hereto as Exhibit XX and incorporated herein. Subsequent copies of the Certificate of Insurance shall be sequentially numbered and attached hereto.

**12.2 Comprehensive General Liability Insurance.** Contractor, at its own expense, shall maintain Commercial General Liability Insurance (or its equivalent), on an occurrence basis, including but not limited to, Personal Injury, Broad Form Property Damage, Contractual Liability and Products and Completed Operations Coverages. The policy shall be endorsed to include the following:

- (a) All coverages shall be primary insurance with regard to the work performed hereunder and each policy shall be endorsed to waive subrogation against the City and all other additional insureds.
- (b) Limits of liability: \$20,000,000 each occurrence, annual aggregate and \$20,000,000 annual aggregate for products-completed operations.
- (c) Contractor shall immediately notify the City when asserted Claims are greater than \$10,000,000. If requested by the City, Contractor shall immediately purchase additional umbrella coverage to restore coverage limits specified above.

**12.3 Automobile Liability Insurance.** Contractor, at its own expense, shall maintain automobile liability insurance for the period covered by this Agreement, including any extensions thereto, in the amount of Ten Million Dollars (\$10,000,000) per occurrence combined single limit coverage for personal and bodily injury and property damage. Such coverage shall include, but shall not be limited to, the use of owned, non-owned and hired vehicles and equipment used by Contractor in the performance of its activities contemplated under this Agreement.

**12.4 Workers' Compensation Insurance.** Contractor, at its own expense, shall carry and maintain full Workers' Compensation Insurance, as required by the California Labor Code, and Employer's Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) per accident. Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

**12.5 Environmental Impairment Liability Insurance.** Contractor, at its own expense, shall carry and maintain environmental impairment liability insurance for the Term, including any extensions thereto, in the amount of Ten Million Dollars (\$10,000,000) per loss and in annual aggregate, covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available, without involvement of the City, automatically broaden in its

form of coverage to include legislated changes in the definition of waste materials and/or irritants, contaminants or pollutants. The policy shall stipulate that this insurance is primary insurance and that no other insurance carried by the City will be called upon to contribute to a loss suffered by Contractor hereunder and waive subrogation against the City and other additional insureds.

**12.6 Additional Insureds.** The City, its officers, employees, appointed and elected officials, agents and volunteers (collectively "Insured Parties") shall be named as additional insureds for all liability arising out of: activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and vehicles and equipment owned, occupied, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope or protection afforded to the Insured Parties. Any failure to comply with reporting or other provisions of the policies including breaches of warranties by Contractor, shall not affect coverage provided to the Insured Parties.

**12.7 Deductibles and Self-Insured Retentions.** In the event Contractor is self-insured as to Workers' Compensation, it shall furnish a Certificate of Permission to Self-Insure signed by the California Department of Industrial Relations, Administration of Self Insurance.

**12.8 City's Right to Cure.** If Contractor fails to procure and maintain any insurance required by this Agreement, the City may procure and maintain, at Contractor's expense, such insurance as it may deem proper up to the policy limits referenced above and deduct the cost thereof from Contractor. The City will provide Contractor with concurrent notice of its intent to purchase substitute insurance. Alternatively, the City may, at its option, terminate this Agreement effective on the date of such lapse of insurance if Contractor has not cured the event of default after expiration of any applicable cure period.

**12.9 Annual Aggregate Limit.** Should any of the required insurance to be provided according to Sections 12.2 through 12.5 change to or be provided under a form of coverage that includes a general annual aggregate limit, and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

**12.10 Cancellation and Duration of Coverage.** Each policy shall be endorsed to provide that the City shall be given at least sixty (60) days prior written notice of cancellation, termination or material reduction of such insurance coverage. The above coverages shall be maintained during the Term.

**12.11 Interpretation.** All endorsements, certificates, forms, coverages and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

**12.12 Companies.** Each company providing insurance shall be an "admitted insurer" or "approved non-admitted insurer" subject to the jurisdiction of the California Insurance Commissioner.

## **ARTICLE 13.00 - INDEMNITY**

**13.1 Contractor's Duty to Indemnify City.** Contractor shall defend with counsel approved by the City, indemnify and hold harmless the City and the City's officers, agents, employees, councilmembers, appointed and elected officials, successors, and assigns (collectively "Indemnitees") from any and all claims, demands, damages, costs, expenses (including without limitation consultants, expert witnesses and attorney services/fees), special and consequential damages, natural resource damages, punitive damages, fines, penalties, suits or actions, causes of action, legal or administrative proceedings, demands, debts, liens (collectively referred to herein as "Claims") and other expenses of any kind and description including but not limited to, injury to or death of any and all persons (including but not limited to Contractor, its agents, employees, subcontractors and their successors and assigns as well as the City or the City's agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, arising in connection with the work performed pursuant to this Agreement or caused or occasioned in whole or in part by reason of the presence of the Contractor, Subcontractor, Agents, Employees, or their proximity to the property of the City, or any other property upon which the Contractor, its Subcontractors, Agents, Employees are performing any work called for in connection with this Agreement, except for those Claims resulting solely from the City's negligence, willful misconduct, or breach of this Agreement. Contractor's duty to defend, indemnify and hold harmless the Indemnitees arising during the Term, and as it may be extended, shall survive the expiration or earlier termination of this Agreement.

Without limiting the generality of the foregoing, Contractor's indemnification shall include personal injury, death or damage to property (including contamination); product liability; violation of federal, state or local law; or any other Claim whatsoever connected with the activities of Contractor, its subcontractors, agents, and/or employees under this Agreement or on account of the performance or character of the work performed hereunder, including unforeseen difficulties, accidents, occurrences or omissions, including but not limited to, any failure to exclude Hazardous Waste from collection or processing; any Claim the Contractor, or its agents, subcontractors, directors, officers, employees or representatives, has breached an express or implied warranty or merchantability or fitness for particular use or any other warranty relating to any materials marketed pursuant to this Agreement; or any Claim that any of them has violated any license, copyright, or other limitation on Contractor's use of computer software in connection with Contractor's performance of services under this Agreement; any Claim that the Indemnities have provided Contractor a franchise which allegedly violates state or federal law under then current judicial precedent; and any Claim arising from City's performance under this Agreement.

**13.2 City to Provide Notice of Claims.** The City shall provide Contractor with prompt notice of any Claims received by it, and Contractor may assume the defense of any Claim, with counsel approved by the City, and Contractor shall have authority to settle any Claims provided such settlement fully releases and extinguishes Indemnitees'

alleged liability under the Claim. Where a conflict of interest exists between the Indemnitees and Contractor with respect to a Claim that is covered by Section 13.1, Contractor shall provide the Indemnitees with independent legal counsel of the Indemnitees' choice, at Contractor's expense.

**13.3 Hazardous Waste Indemnification.** Contractor shall indemnify, defend with Counsel approved by the City, protect and hold harmless the Indemnitees against all Claims, of any kind whatsoever paid, incurred or suffered by, or asserted against Indemnitees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance or Hazardous Wastes at any place where Contractor stores or disposes materials pursuant to this Agreement except to the extent that Contractor can demonstrate that such Claim arises solely from Hazardous Wastes collected and deposited by City employees (acting within the ordinary course and scope of their employment). The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify Indemnitees from liability. The City and Contractor desire to leave no doubts as to their respective roles, and that by entering into this Agreement, the City is not thereby becoming a "generator" or an "arranger" as those terms are used in CERCLA Section 107 (a) (3), and that it is Contractor, not the City, which is "arranging for" the collection from residents and others in the City, and the transport, processing and disposal of Solid Waste and Yard Waste which may contain hazardous substances. The City and Contractor agree that it is Contractor, and not the City, which will select the Transfer Station, Disposal Facility, Material Recovery Facility or Processing Facility destination of the nonrecyclable waste which Contractor will arrange to collect, that the City has not, and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection and disposal of waste, and nothing in this Agreement, or other action of the City shall be construed to place title to such waste in Contractor, the parties recognizing that whatever, if any, title Contractor may gain to such waste is by operation of law, and is not the result of this Agreement. The foregoing indemnity does not apply to Solid Waste or Yard Waste (or the Residue thereof) which is deposited in a disposal facility not owned by Contractor as a result of the City's exercise of its reserved right to direct such materials to another facility under Section 4.9 or under Section 6.1.2 if the City directs the waste to be delivered to a disposal facility not owned by Contractor or an affiliate and Contractor has given the City prior written notification of its objections to such facility based on environmental concerns, together with documentation of the cause(s) for such concerns.

**13.4 AB 939 Indemnification.** Contractor agrees to defend, with Counsel approved by the City, indemnify and hold harmless the Indemnitees against all fines and/or penalties imposed by the California Integrated Waste Management Board, if Contractor fails or refuses to provide information specified in Exhibit H and prevents the City from submitting reports required by AB 939 in a timely manner.

#### **ARTICLE 14.00 – CITY OBLIGATIONS**

**14.1 Approval of Rates, Adjustments.** City shall approve and authorize Contractor to collect from Customers the Rates in accordance with the provisions of Article 15.00. City shall approve adjustments to the Rates, as may be appropriate from time to time, in accordance with the provisions of Article 15.00.

**14.2 Community Relations Program.** In conjunction with and in addition to the Community Education and Outreach Plan (Exhibit G) to be provided by Contractor, the City may provide supplemental activities, including demonstration projects, community outreach activities and events to inform City residents of the services to be provided and to encourage maximum participation in City waste management programs.

**14.3 Defense of Franchise Rights.** The City will make reasonable good faith efforts to prevent infringement by third parties of the rights granted to Contractor under this Agreement that Contractor brings to the attention of the City and when the City determines in its sole discretion that there are infringements; provided however, that Contractor shall, with counsel reasonably acceptable to the City, assume the prosecution (including all related costs and attorney fees) of any lawsuit or administrative proceeding necessary to enforce such rights, and, shall defend, with counsel approved by Indemnitees, indemnify and hold harmless the Indemnitees against any and all Claims arising out of City's performance under this Section 14.3. The City will reasonably cooperate with Contractor in prosecuting and defending its exclusive franchise rights. Contractor shall reimburse the City, within thirty (30) days of receipt of a City invoice, for all actual, reasonable costs associated with defense of franchise rights (including but not limited to City staff and City Attorney time, including applicable City overhead allocations, and outside consultants, including attorney fees and costs). Notwithstanding anything to the contrary contained in this Agreement, Contractor shall defend with counsel approved by the Indemnitees, indemnify and hold harmless the Indemnitees against any and all Claims to challenge, annul, void, set-aside or invalidate the City's award of this Agreement or its performance thereunder.

**14.4 Coordination with Contractor(s).** The City will assist Contractor in coordinating routing and scheduling matters with other City services, such as street sweeping, and if necessary, the collection of Recyclables.

**14.5 City Representative.** The City Administrator may designate one or more City employees for receipt, review and action upon all reports, plans and other documents to be submitted to the City by Contractor hereunder, and to otherwise act as a contact person for the Contractor regarding the requirements of this Agreement. In regard to matters that are within each designee's scope of authority, Contractor may rely on the directions of the City Administrator's designee as the directions of the City Administrator. In the event of any question as to the authority of such designee(s), Contractor shall apply to the City Administrator for final determination. A letter from the City Administrator designating the current City Representative(s) and the scope of their authority is attached as Exhibit QQ. Each subsequent change in the City Representative(s) or their scope of authority shall be sequentially numbered and attached hereto.

## **ARTICLE 15.00 – CONTRACTOR'S COMPENSATION, COLLECTION RATES**

**15.1 General.** Contractor shall perform all services required by this Agreement in consideration of the right to charge and collect from Customers from whom Solid Waste and Yard Waste are collected the Rates established by the City Council pursuant to this Agreement. City does not guarantee collection of such rates. Contractor does not look to the City for payment of any sums under this Agreement and City has no obligation to pay Contractor any public funds under this Agreement, except as provided in Section 4.2.6, 4.3.5, 4.6 and 8.3.1.

**15.2 Initial Rates.** Year One Rates which Contractor may charge as of the Effective Date are those established by the City Council, a schedule of which is attached as Exhibit B-1. Until the Rates set forth on Exhibit B-1 are adjusted by the City, as provided below, Contractor shall provide the services required by this Agreement, charging no more than the Rates set forth in Exhibit B-1 for the services it provides.

**15.3 Annual Rate Adjustments.** The Rates set forth in Exhibit B-1 shall be adjusted annually, as set forth below, commencing July 1, 1996, to reflect changes in the Contractor's costs of providing service. The changes will become effective as of July 1, 1996 and on July 1 of each succeeding year.

Year Two The Rates set forth on Exhibit B-1 will be changed effective July 1, 1996 to those shown on Exhibit B-2.

Year Three through Year Six The Rates in effect as of June 30, 1997 and as of June 30<sup>th</sup> of each succeeding year through June 2000 will be adjusted, effective as of the immediately following July 1 of each year, by multiplying each such Rate by one hundred percent plus the sum of (i) one and one-half percent (1-1/2%) and (ii) eighty percent (80%) of the percentage change in the Consumer Price Index between the Annual Average (January-December) index in the year immediately preceding the year in which Rates are being changed and Annual Average index twelve (12) months earlier. Any decreases in the Index shall be reflected as a negative adjustment. For example, the Rates in effect in June 1999 will be increased to reflect as a negative percentage change in the Index between the Annual Average index for 1997 and the Annual Average index for 1998, plus one and one-half percent (1-1/2%). The annual changes in Rates shall be those set forth on Exhibits B-3 through B-6.

Year Seven through the Term or extended Term The Rates in effect as of June 30, 2001 and in each succeeding year of the Term will be adjusted, effective as of the immediately following July 1 of each year, by multiplying each such Rate by one hundred percent plus eighty percent (80%) of the percentage change in the Consumer Price Index between the Annual Average (January-December) index in the year immediately preceding the year in which the Rates are being changed and the Annual Average index twelve (12) months earlier. The annual changes in Rates shall be those set forth commencing with Exhibit B-7 and each subsequent change in Rates shall be sequentially numbered and attached hereto.

**15.4 Maximum CPI-Based Annual Increase or Decrease.** Notwithstanding the foregoing, the maximum increase or decrease in Rates in any year after July 1996 under Section 15.3 will be five percent (5%), regardless of the amount by which the Consumer Price Index has increased or decreased during the twelve (12) month period described above. If the five percent (5%) ceiling is applied to limit increases or decreases in Rates in any year, the difference between five percent (5%) and the percentage by which Rates would have been increased or decreased in the absence of the ceiling will not be considered in any future year.

**15.5 Design of Rate Schedule.** City Council reserves its legislative discretion to adjust particular components of the Rate schedule by amounts greater or less than the applicable percentage adjustment required by Section 15.3, in order to accomplish social, economic and/or environmental goals, so long as the aggregate adjustment is substantially equivalent to the amount of revenue generated by the single percentage required by Section 15.3. If the City intends to adjust Rates differentially, rather than by a single percentage, it will give Contractor notice thereof on or before March 15 of the year in which Rates are to be adjusted, together with a proposed rate schedule and calculations showing that the proposed differential rate adjustment is substantially equivalent, in economic terms, to a uniform increase by the applicable percentage. (A Rate schedule that will generate revenues within \$50,000 of the revenue generated within that year with a single percentage adjustment shall be considered substantially equivalent. For the purpose of projecting revenue, the tons of Solid Waste/Yard Waste collected in the previous year shall be used).

Contractor shall have thirty (30) days in which to submit comments on the proposed Rates. Such comments may address both the revenue projections and any impacts that revised Rates might have on Contractor's costs of performance. The City will consider such comments and will meet with Contractor, if requested, to discuss the revenue, cost and operational impacts of the proposed Rates. If Contractor does not submit any comments within thirty (30) days from the City's notice, it will be presumed to be satisfied with all aspects of the proposed differential Rate schedule.

**15.6 Balancing Account.** Under the previous Franchise Agreement, the City established Contractor's Rates after considering the recommendations of the Alameda County Joint Refuse Rate Committee ("Committee"). The Committee's recommendations were based on its analysis of Contractor's costs for, and revenues from, providing Solid Waste services to ten (10) cities in Alameda County, including the City. Contractor had asserted that rates established by cities which are members of the Committee had produced revenues insufficient to cover its costs and provide the profit required by the existing Franchise Agreement, which resulted in a "balancing account" that reflected such claimed deficit. Specifically, Contractor asserted that as of December 31, 1994, there was an aggregate cumulative deficit in the balancing account of \$17,714,000, of which Contractor asserted that \$11,823,000 was attributable to the City. Contractor further asserted that the City's share of this deficit has continued to increase since December 31, 1994, and is projected to continue to increase through the remainder of calendar year 1995 at current rates and customer usage levels. While acknowledging these assertions, the City did not necessarily agree with them. Without conceding their respective positions, the parties agree that the Rates established by this Agreement, as

they are to be adjusted, are sufficient to resolve this dispute and that Contractor will make no Claim for an increase in Rates based on any asserted "balancing account" deficit, whether calculated as of a date before or after the Effective Date. Nor will Contractor attempt to recover the City's asserted share of the balancing account deficit from the other cities that are members of the Committee. Since the Rates are to be adjusted under this Agreement independent of costs and revenues, the "Balancing Account" concept is inapplicable.

**15.7 Rates are Comprehensive Compensation.** The Rates established by this Agreement, and as they are to be adjusted, shall be the full, entire and complete compensation due to Contractor for furnishing all labor, materials, equipment, supplies and other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. The Rates include, without limitation, all costs for the items mentioned in the preceding sentence and also for all taxes, City fees, franchise fees, insurance, bonds, overhead, profit, and all other costs necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

**15.8 Adjustments in Rates for Extraordinary Changes in Disposal Costs.**

**15.8.1 General.** The Rates on Exhibit B-1 et al., include all costs of disposal, including all costs associated with construction, operation, closure and post-closure maintenance of Altamont for all Solid Waste and Yard Waste collected within the City's boundaries ("Disposal Costs"). Disposal Costs consist of two components: (a) a Base Costs Component; and (b) a Fees Component. The specific costs in each component and their amounts expressed in dollars per Ton as of July 1, 1995 are shown on Exhibit C. The specific costs in each component as of July 1, 2005 are shown on Exhibit C-1. Each subsequent annual change in the components shall be sequentially numbered and attached hereto. The annual adjustments in the Rates provided for in Section 15.3 are intended, and expected, to cover all increases in both components of Disposal Costs, as well as increases in costs of collection, processing, transfer and all other services to be provided under this Agreement, except as provided herein. The purpose of this Section 15.8 is to set forth the process by which Contractor may request, and the conditions under which it shall be entitled to receive, an increase in Rates in excess of that provided for in Section 15.3 based on extraordinary increases in Disposal Costs due to either an unforeseen increase in Base Costs due to future changes in law or to an increase in the Fees Component.

### **15.8.2 Changes in Base Costs Component due to Changes in Law.**

A. General. The Base Costs Component on Exhibit C includes all costs associated with complying with all existing laws, governmental regulations and permits applicable to the Disposal Facility as of the date of this Agreement and including requirements which may be imposed on permits for which Contractor has applied for, including applied for amendments to permits, as of the Effective Date of this Agreement. The purposes of this sub-section 15.8.2 are (a) to specify those laws and governmental regulations compliance with which is included in the Base Costs Components, as well as other similar costs, increases in which may not result in an increase in the Rates, (b) to identify those laws and governmental regulations which may be enacted in the future, a proportionate share of the cost of which may be the basis for an increase in the Rates, and (c) to specify the method by which the City's proportionate share of such costs will be determined.

B. Costs Which May Not Result in an Increase in the Rates. The Rates will not be increased as a result of any of the following:

1. Costs to comply with all laws and governmental regulations existing as of the Effective Date, including but not limited to the following: the "Calderon Legislation" (former California Government Code, Sections 66796.53 and 66796.54, now California Public Resources Code Sections 45300-04, 45700; California Health & Safety Code Sections 40511, 41805.5, and 42311.5, and California Water Code Section 13273); "Proposition 65" (California Health & Safety Code, Section 25249.5 et seq., and Health & Safety Code Section 25192); the Federal Clean Air Act (42 U.S.C. Sections 7401-7642) and the California Clean Air Act (Health & Safety Code Sections 39000-44384); the Federal Clean Water Act (33 U.S.C. Section 1251 et seq.); the Porter-Cologne Water Quality Act (California Water Code, Division 7, Section 13000 et seq.); the California Integrated Waste Management Act of 1989 (California Public Resources Code, Divisions 30 and 31, Section 40000 et seq.); the Federal Resource Conservation and Recovery Act (42 U.S.C., Section 6901 et seq.); the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.); the California Hazardous Waste Control Act (California Health & Safety Code, Division 20, Chapter 6.5, Section 25100 et seq.); the Federal Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. Sections 11001-11050); the California Hazardous Materials Release Response Plan and Inventory Act (California Health & Safety Code, Division 20, Chapter 6.95, Section 25500 et seq.); the California Underground Storage Tank Act (California Health & Safety Code, Division 20, Chapter 6.7, Section 25280 et seq.); the California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 et seq.); the Federal Occupational Safety and Health Act (29 U.S.C.C. Section 651 et seq.), and the regulations adopted thereunder, including but not limited to the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA (40 C.F.R., Parts 257 and 258); Bay Area Air Quality Management District Regulation 8, Rule 34; Title 14 California Code of Regulations, Title 22 California Code of Regulations; and "Subchapter 15" (Title 23 California Code of Regulations, Sections 2510-2601), as they exist on the Effective Date of this Agreement, including provisions,

if any, which become effective, or which require compliance by a date, after the date of this Agreement.

2. Costs due to Contractor's negligence, active or passive, or intentional misconduct, or fines or penalties for violations of law.

3. Costs for which Contractor is already responsible under other provisions of this Agreement.

4. Costs attributable to the classification of the Disposal Facility as Class II that are only necessary in order to allow Contractor to accept waste other than Solid Waste at the Disposal Facility.

5. Costs attributable to permits and amendments to permits (i) which have been issued to Contractor, or (ii) for which Contractor has applied for by the Effective Date of this Agreement (attached as Exhibits N and N-1, respectively).

C. Costs Which May Result in an Increase in the Rates. The Rates may be increased to reflect the City's proportionate share, determined as provided in Section 15.8.2.D, of the net increase in the Base Costs Component attributable to the following, to the extent mandated by Changes in Laws (as defined below): (1) costs of making improvements or modifications at the Disposal Facility, (2) costs of performing closure/post-closure monitoring at the Disposal Facility, and/or (3) costs caused directly by, or directly necessary for operations at the Disposal Facility, including costs of site-specific record keeping and reporting, if such costs (in items (1), (2) and/or (3)) are necessary to comply with changes to the existing laws and governmental regulations described in Section 15.8.2.B.1, with new laws and governmental regulations enacted or promulgated after the Effective Date and not otherwise excluded by virtue of Section 15.8.2.B., or with new permits and changes to the terms and conditions contained in existing permits (except as provided in Section 15.8.2.B) applicable to the Disposal Facility (collectively referred to as "Changes in Laws").

This section is not intended to allow the Rates to be increased to cover increased overhead and general/administrative expenses unless they can be specifically identified and related to disposal of Solid Waste collected in the City, e.g. a laboratory technician added at the regional level, and which are attributable to Changes in Laws.

D. Proportionate Share of Altamont Costs. To the extent that the net increase in costs of complying with Changes in Laws are attributable to Solid Waste already in place at Altamont at the time such Change in Law occurs, then City's proportionate share of the present value of such increases in costs shall be determined by multiplying such increase in costs by a fraction, the numerator of which is the amount of Solid Waste as of the time the increase is computed that is deposited at Altamont which was delivered from the City and the denominator of which is the total amount of Solid Waste then deposited at Altamont from all sources. Contractor represents that these amounts as of January 1, 1995 are approximately 6,441,000 (six million four hundred forty one thousand) tons and 19,595,000 (nineteen million five hundred ninety five thousand) tons, respectively. The costs of compliance with Changes in Laws described in

this paragraph shall be calculated on a "per Ton" basis, amortized over the useful life of the facilities constructed, and the annual amortization incorporated in Rates over the remaining Term of this Agreement. The annual increase in Rates attributable to the amortization of such costs shall be determined by dividing the City's aggregate proportionate share of such costs by (i) the remaining Term of this Agreement and (ii) the average number of Tons of Solid Waste collected from within the City's boundaries during the preceding year. The annual amortization described in the prior sentence shall be added to the Rates after said Rates are otherwise adjusted for said year by changes in the Index, adjustments to reflect changes in the Fees Components as described below, and adjustments to the Base Costs Components described in the following paragraph.

To the extent that the costs of complying with Changes in Law are attributable to Solid Waste not yet in place at Altamont at the time such Change in Law occurs, then the City's proportionate share of such costs shall be determined by multiplying the present value of such costs by a fraction, the numerator of which is the average number of Tons of Solid Waste from the City disposed of at Altamont during the preceding three years multiplied by the number of years remaining in the Term of this Agreement and the denominator of which is the total remaining permitted airspace available for disposal at Altamont as of the date of the change. As of the Effective Date of this Agreement, the remaining permitted air space is approximately 18.5 million Tons. The costs of compliance with Changes in Laws shall be calculated on a "per Ton" basis and amortized over the remaining life of the Disposal Facility and the annual amortization incorporated in Rates over the remaining Term of this Agreement by adding the City's proportionate share of such increase to the Rates. The annual amortization described in the prior sentence shall be added to the Rates after said Rates are otherwise adjusted for said year by the changes in the Index, and adjustments to reflect changes in the Fees Component as described in the preceding paragraph above. In all cases in which Contractor requests an increase in Rates above that provided for in Section 15.3 based on the costs of compliance with a Change in Laws, Contractor shall provide the City, on an annual basis, evidence showing (1) that the work required by the Change in Laws has been performed, (2) the amount of costs actually incurred, and (3) that the costs incurred were necessary to comply with the Change in Laws.

E. Procedures for Sharing in Cost of Changes in Laws. If Contractor believes that complying with Changes in Laws will increase the costs of operating the Disposal Facility, and that it is entitled, under this Section 15.8, to an increase in the Rates to reflect the costs of compliance, then it must follow the procedures in this subsection before the Rates will be increased.

1. Contractor shall give the City prompt notice (in no case less than 90 days before their effective date, if possible) of the regulations, specifically identifying them and describing what changes in operations at the Disposal Facility are required, when compliance is required, and whether Contractor or the Disposal Facility is eligible for any exemptions or variances.

2. Contractor shall thereafter submit to the City, for review and comment, its proposed method for complying with the regulations, the estimated cost

of compliance, the City's proportionate share thereof, and the associated increase necessary in the Rates. The City will act promptly on the submission.

3. Contractor shall thereafter submit its proposed method of compliance to the appropriate regulatory agency. If the regulatory agency approves that method without conditions, the proportionate share of the costs necessary to implement that method of compliance will be the amount by which the Rates may be increased.

**15.8.3 Disposal Facility Regulatory Fees and Taxes.** If there is an increase or decrease in the existing taxes and fees shown on C, or subsequent exhibits, for the Disposal Facility, the change in cost will be passed through to the Customers as provided below. Similarly, if there is a new tax or fee imposed on disposition of wastes at the Disposal Facility (not including, for example, income or franchise taxes or the like, on non-regulatory fees), the amount of the new disposition cost will be passed through to the Customers as provided below and thereafter treated as the existing taxes and fees shown on Exhibit C, et al.

The amount by which Rates will be increased or decreased as a result of changes in the above-described elements of the fee will be calculated as follows:

1. Multiply the amount of the change in fee or tax (e.g., \$0.10 per Ton) by the number of Tons collected from within the City under this Agreement disposed of at the Disposal Facility in the immediately preceding fiscal year (July 1 through June 30).

2. Divide that amount by the total revenue generated by Rates in the same year.

3. The result is the percentage by which Rates are to be increased or decreased to reflect the change in regulatory fees and taxes. Such percentage change shall be applied to the Rates prior to any adjustments for the year due to changes in the Base Cost components but after said rates are otherwise adjusted for said year pursuant to Section 15.3 and 15.4.

No fees or charges to which Contractor agrees contractually or negotiates shall be passed through to Customers unless agreed to in writing by the City. The City acknowledges that Contractor may be able to negotiate a reduction in fees and taxes in exchange for agreeing to a Host Fee, the net result of which would be an overall reduction in the Fees Component and, in such event, the City would expect to agree to the substitution of the Host Fee but makes no present commitment to do so.

**15.8.4 Transfer Station Fees and Taxes.** The current fees and taxes in effect at the Transfer Station are shown on Exhibit C. If the LEA Inspection Fee (\$0.09/Ton) is increased or decreased, the Rates will be adjusted as provided above for changes in the Disposal Fee. If the San Leandro Fees and Taxes increase or decrease, there will be no adjustment in Rates.

**15.9 Closure/Post-Closure Maintenance; Escrow Account for Provisional Payments.** Contractor first included a specific amount for Closure/Post-Closure Maintenance (CPC) in its rate application submitted to the Committee in 1991. The Committee evaluated this request from a legal, engineering and economic perspective and conducted negotiations with Contractor looking toward a comprehensive set of agreements between Contractor and all member agencies on this issue. Some of the member agencies, including the City, entered in to an Agreement for Provisional Charges for the Closure and Post-Closure Maintenance of Altamont Sanitary Landfill dated as of April 6, 1993, ("Provisional CPC Agreement"). Under the Provisional CPC Agreement, the City agreed to increase the Rates to include, on a non-precedential and provisional basis, charges for a proportionate share of CPC costs which Contractor had included in its 1993 Rate application. This Provisional CPC Agreement was formally extended in November 1993 and the provisional CPC component of \$1.66 Ton has continued to be incorporated in Rates that the City has authorized Contractor to collect.

The funds collected pursuant to the Provisional CPC Agreement are required to be deposited in an Escrow Account to be used only for payment of closure and post-closure maintenance expenses. That account is Account No. 1179-071-525 at Union Bank, Oakland, California.

Upon the Effective Date of this Agreement, the Escrow Account will be closed and the funds therein released to Contractor. The City will sign directions to Escrow Holder to effect their release.

Contractor and Committee are continuing negotiations toward a comprehensive set of agreements resolving the CPC issue, determining the proportionate share of the total amount of CPC costs which should be attributable to Committee member agencies collectively, and allocating that share among each of the member agencies. No formal agreements have been signed.

Contractor acknowledges that the Rates it is authorized to collect under this Agreement, as they may be adjusted, are sufficient to cover CPC Costs at Altamont allocable to the City utilizing the cost estimates and methodology employed in the negotiations with the Committee described above. Contractor further agrees that when and if an overall Settlement is reached with the Committee, Contractor will accept responsibility for paying for whatever share of CPC costs would be attributable to the City utilizing the cost estimates and allocation methodology agreed upon and will not seek to allocate such costs to other Committee member agencies.

If an overall Settlement with the Committee is not reached, the parties agree that the Rates established by this Agreement, as they are to be adjusted, are sufficient to resolve this dispute and that Contractor will make no Claim for an increase in Rates based on any asserted CPC deficit, whether calculated as of a date before or after the Effective Date. Nor will Contractor attempt to recover the City's asserted share of any asserted CPC deficit from the other cities that are members of the Committee.

Finally, Contractor agrees that (1) to the best of its knowledge no Solid Waste collected within the City has been disposed of at the Tri-Cities Refuse and Recycling

Facility on Auto Mall Parkway in Fremont (formerly known as the Durham Road landfill), which is also owned by Contractor and (2) neither the City nor Customers within the City have any responsibility for contributing toward the cost of closure and post-closure maintenance of the Tri-Cities Refuse and Recycling Facility.

**15.10 Extraordinary Events.** The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions, nevertheless radically increase or decrease the cost of providing service such that the Rates and rate adjustment mechanism provided in this Agreement result in Contractor suffering losses, or enjoying profits, which are substantially outside the commercially reasonable expectations of the parties. An example of such an event is a war or embargo that increases the cost of fuel by a factor of ten (10), or economic events that reduces the cost of fuel by seventy five percent (75%). The obligation of the parties in such event is to act reasonably toward each other.

If one party believes such an event has occurred and warrants an increase or decrease in the Rates different from that provided for in Section 15.3, it shall notify the other, providing a full explanation and a proposed change in Rates.

If the City fails or refuses to increase Rates as requested by Contractor, Contractor may not terminate this Agreement or refuse to continue to provide service. However, it shall have the right to challenge the adequacy of the Rates as provided in Section 15.12.

**15.11 Information Supporting Requests.** If a change in Rates is requested as a result of a change in the scope of work directed by the City (Section 4.7), and Extraordinary Increase in Disposal Costs (Section 15.8), or an Extraordinary Event (Section 15.10) Contractor shall promptly furnish to the City all relevant operational and financial information and records necessary to evaluate it, including its audited financial statements.

**15.12 Challenge to Rates.** If Contractor believes the Rates have not been increased in accordance with this Agreement, it may exercise its available legal remedies, including but not limited to seeking a writ of mandate under California Code of Civil Procedure Section 1085, but it shall neither seek, nor be entitled to recover, damages from the City on any theory, including tort, breach of contract, or other.

**15.13 Publication of Rates.** The City shall advise Contractor of the Rates as they are proposed to be adjusted under Section 15.3 by March 15 of each year. Contractor shall have thirty (30) days in which to submit its comments on the proposed Rates. Contractor shall provide written notice to all Customers of proposed rate changes at least thirty (30) days prior to the implementation of the new Rates. The notice may be provided with, or as part of, a regular billing.

**15.14 Service Discounts.** Low income senior citizen customers, sixty (60) years of age or older, living in owner/occupied Single Family Dwellings who can demonstrate that they receive assistance under PG&E's California Alternate Rates for Energy Program (CARE), as it currently exists and is administered, shall receive a twelve and

one-half percent (12.5%) discount on their monthly rate for service commencing on July 1, 1996. Owners of Multifamily Dwellings shall receive an eight percent (8%) discount on their monthly rate for service to allow for vacancies commencing on July 1, 1996.

On July 25, 1995 the City approved the Rates that included an amount to be charged for apartment complexes with five or more units. The Rates were to become effective on September 1, 1995. In establishing the Rates, it was the intention of Contractor to create an incentive for apartment house owners to subscribe to a more efficient Solid Waste collection and disposal service by increasing the amount to be charged for more than once per week pickup. Due to space limitations, some apartment house owners are unable to subscribe to a more efficient Solid Waste collection and disposal service. Contractor has requested, and the City agrees, to allow Contractor to charge these Customers a lower Rate if Contractor reasonably determines that the Customer is willing but unable, due to space limitations, to subscribe to a more efficient collection service. The Rate to be charged as of July 1, 1996 is that Rate which would be in effect if the Customer was able to subscribe to a more efficient collection and disposal service.

Contractor shall be expressly prohibited from offering additional discounts from adopted Rates charged to Customers without prior written authorization from the City that shall not be unreasonably withheld.

**15.15 Contractor Obligation.** Contractor shall provide services efficiently and effectively, in accordance with the established Rates, as adjusted in accordance with this Agreement. Contractor's failure to provide services and remit City fees and franchise fees in accordance with this Agreement shall not be excused by virtue of any claimed inadequacy in the Rates or by virtue of any claimed inadequacy in the labor force, productivity levels, or technology and equipment assumed in the Rates.

#### **ARTICLE 16.00 – DEFAULTS AND REMEDIES**

**16.1 Events of Default.** Each of the following shall constitute an event of default hereunder:

(a) Contractor fails to perform its obligations under this Agreement or future modifications of this Agreement and (i) the failure or refusal of Contractor to perform as required by Sections 4.2 through 4.4, Articles 11 through 13, Section 18.1.2, Section 18.1.4, or Section 18.2 of this Agreement is not cured within two (2) business days after receiving notice from the City specifying the breach; or (ii) in the case of any other breach of this Agreement, the breach continues for more than fifteen (15) calendar days after written notice from the City for the correction thereof, provided that where Contractor demonstrates to the City's reasonable satisfaction that such breach cannot be cured within such fifteen (15) day period, Contractor shall not be in default of this Agreement if Contractor shall have commenced action required to cure the particular breach promptly in light of the circumstances, but in any event within fifteen (15) days after such notice and it continues such action diligently until completed;

(b) Any written representation or disclosure made to the City by Contractor in connection with or as an inducement to entering into this Agreement or any modification to this Agreement proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement;

(c) There is a seizure or attachment (other than a pre-judgment attachment) of, or levy affecting possession on, the operating equipment of Contractor, including without limitation its vehicles, maintenance or office facilities, or Processing Facilities or any part thereof, of such proportion as to substantially impair Contractor's ability to perform under this Agreement, and which cannot be released, bonded or otherwise lifted within forty-eight (48) hours excluding weekend and holidays;

(d) Contractor files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief or other similar law now or hereafter in effect, or consents to the appointment or taking of possession by a receiver, liquidator, assignee (other than as part of a transfer of equipment no longer useful to Contractor or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator or similar official of Contractor for any part of Contractor's operating assets or any substantial part of Contractor's property, or shall make any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they may become due, or shall take any action in furtherance of any of the foregoing;

(e) A court having jurisdiction shall enter a decree or order for relief in respect of Contractor, in any involuntary case brought under any bankruptcy, insolvency, debtor relief or similar law now or hereafter in effect, or Contractor shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Contractor or for any part of Contractor's operating equipment or assets, or orders the winding up or liquidation of the affairs of Contractor;

(f) Contractor fails to provide reasonable assurances of performance as required under this Article 16.00 of this Agreement;

(g) Contractor fails to substantially adhere to the implementation plan approved by the City under Section 3.4.1.5; and

(h) Contractor or any permitted subcontractor fails to comply with the nondiscrimination clause of this Agreement set forth in Section 17.2.

Paragraph (g) and (h) are subject to the same notice and cure provisions as set forth in paragraph (a) above.

## **16.2 Remedies.**

**16.2.1 Termination.** Upon an event of Default as defined in Section 16.1, the City shall have the right to terminate this Agreement upon a notice of not less

than five (5) days, provided such termination shall be authorized by the City Council or a designee authorized by the City Council, but without the need for any hearing, suit or legal action.

**16.2.2 Possession of Property Upon Default.** In the event of Contractor's default, the City shall have the right to take possession of any and all of Contractor's land, equipment, facilities and other property reasonably necessary for the provision of services hereunder and the billing and collection of fees for those services. The City shall have the right to retain the possession of such property until other suitable arrangements can be made for the provision of services, which may include the award of an agreement to another service provider. If the City retains possession thereof after the period of time for which Contractor has already been paid by means of bills issued in advance of providing service for the class of service involved, Contractor shall be entitled to the reasonable rental value of such property, which shall be offset against the damages due the City for Contractor's default. Contractor agrees that it will fully cooperate with the City to effect the transfer of possession of property for the City's use. If the City so requests, Contractor shall keep in good repair all such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain property in operational condition. The City may immediately engage all or any personnel necessary for the provision of services, including if the City so desires employees previously employed by Contractor. Contractor further agrees, if the City so requests, to assist the City in securing the services of any or all management or office personnel employed by Contractor whose skills are reasonably necessary for the continuation of services. The City agrees that it assumes complete responsibility for the proper, normal use of such equipment and facilities while in its possession. Contractor covenants that it shall not create or impose any lien, charge or encumbrance on its facilities or equipment during the Term of this Agreement that will prevent the City's exercise of rights under this Section 16.2.2. Contractor agrees that the City's exercise of its rights under this section: (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of the City to Contractor other than the payment of reasonable rental value as provided for in this subsection; (iii) does not exempt Contractor from the indemnity provisions of Article 13.00 which are meant to extend to circumstances arising under this Section. The City has no obligation to maintain possession of Contractor's property for continued use for any period of time and may at any time at its sole discretion relinquish possession to Contractor.

**16.2.3 Direct and Consequential Damages.** Contractor shall be liable to City for all direct and consequential damages arising out of Contractor's default. This section is intended to be declarative of existing California law.

**16.2.4 Liquidated Damages.**

**16.2.4.1 General.** The City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, is not impossible, to reasonably ascertain the extent of damages which shall be incurred by the City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticality of ascertaining damages include, but are not limited to, the

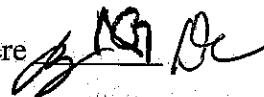
fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that franchised services might be available at a substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

**16.2.4.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The parties further acknowledge that consistent, reliable Solid Waste, Recycling, and Yard Waste collection, processing and disposal services are of utmost importance to the City and that the City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the franchise to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, the City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the City will suffer. Therefore, without prejudice to the City's right to treat such non-performance as an event of default under this Article 16.00, the parties agree that the liquidated damage amounts set forth in Exhibit A-1 represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. The parties further agree that during the start up of services contemplated by this Agreement, situations may occur which are best dealt with in a manner different than herein provided. Between the Effective Date and April 30, 1996, the City and Contractor agree to meet and resolve problems associated with the implementation of services. In consideration of Contractor's agreement to this provision, the City agrees to not assess liquidated damages during this implementation period. If in the future there shall be a similar implementation period required to commence a new level or type of service, the City and Contractor agree to discuss the suspension of liquidated damages for a specified period of time. The City and Contractor agree that between January 1, 2005, the effective date of the Fifth Amendment to Franchise Agreement, and sixty (60) days following completion of single stream cart delivery and a food scraps container to Single Family Dwellings, or August 1, 2005, whichever date is earlier, the City and Contractor agree to meet and resolve problems associated with the implementation of services. In consideration of Contractor's agreement to this provision, the City agrees to not assess liquidated damages during this implementation period for Yard Waste and recycling services. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor Initial Here



City Initial Here



Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Exhibit A-1.

Before assessing liquidated damages pursuant to Section 16.2.4.3, the City will conduct a performance review of the type described in Section 8.2 at which specific areas of substandard performance are brought to the Contractor's attention. If, despite the performance review, incidents of the type(s) addressed at the performance review continue to occur, the City may proceed to assess liquidated damages as provided below.

**16.2.4.3 Notice to Contractor.** The City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints. Prior to assessing liquidated damages, the City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of the City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the Director of Public Works. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Director of Public Works will provide Contractor with a written explanation of his/her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Director of Public Works shall be final unless appealed in writing to the City Administrator within ten (10) calendar days with an explanation of the basis for appeal and submittal of a non-refundable Five Hundred Dollar (\$500) appeal fee.

**16.2.4.4 Amount.** The City may assess liquidated damages for each business day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

**16.2.4.5 Timing of Payment.** Contractor shall pay any liquidated damages assessed by the City at the time payments are due to the City pursuant to Sections 8.3.3 and 8.3.4. If they are not paid within thirty (30) days following the due date, the City may (i) deduct the amount from amounts owed to Contractor pursuant to Section 6-4-17 of the Oakland Municipal Code; (ii) proceed against the performance bond required by Section 11.1; or (iii) if the non-performance leading to assessment of liquidated damages has been persistent and not corrected despite previous notices and assessment of liquidated damages, terminate this Agreement.

**16.2.5 City Right to Set Off.** The City shall have the right to set off, from any amounts then owing to Contractor or during annual Rate adjustments under Section 15.3, any amount due or damages it reasonably believes it has suffered as a result of any liquidated damages imposed upon Contractor pursuant to Exhibit A-1; provided, however, that the City shall have the burden of proof as to the appropriateness of its actions.

**16.2.6 Specific Performance.** By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, and the lead time required to effect alternative service, the remedy of damages for a breach hereof by Contractor is inadequate and the City shall be entitled to injunctive relief compelling the specific performance of Contractor's obligation hereunder.

**16.2.7 Right to Demand Assurances of Performance.** If Contractor (i) is the subject of any labor unrest including work stoppage or slow down, sick out, picketing or other concerted job actions; (ii) appears in the reasonable judgment of the City to be unable to regularly pay bills as they become due; or (iii) is the subject of a civil or criminal judgment or order entered for violations of environmental laws, and the City believes in good faith that Contractor's ability to perform has been placed in substantial jeopardy, the City may at its option, in addition to all of the remedies that it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance that the City believes is reasonably necessary in the circumstances.

**16.2.8 City's Remedies Cumulative.** The City's right to terminate this Agreement, the City's right to take possession of Contractor's properties, the City's right to impose liquidated damages on Contractor, and all other remedies of this Article are cumulative, not exclusive, and the City's termination of this Agreement or exercise of one or more rights shall not constitute an election of remedies. All remedies provided in this Article shall be in addition to any and all other legal and equitable rights and remedies which the City may have.

### **16.3 Excuse from Performance.**

**16.3.1 Force Majeure.** Neither Contractor nor the City shall be excused from the performance of its obligation under this Agreement except where a party's failure to perform is due to an event of Force Majeure, as defined in this Agreement.

**16.3.2 Obligation to Restore Ability to Perform.** Any suspension of performance by a party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the party claiming excuse from obligation shall use its best efforts in an expeditious and commercially reasonable manner to remedy its inability to perform, and mitigate damages that may occur as a result of the event.

**16.3.3 Notice.** The party claiming excuse shall deliver to the other party a written notice of intent to claim excuse from performance under this Agreement by reason of an event of Force Majeure. Notice required by this Section shall be given promptly in light of the circumstances but in any event not later than five (5) calendar days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the party expects to be prevented from performing, the steps which the party intends to take to restore its ability to perform; and such other information as the other party reasonably requests.

**16.3.4 City's Right in the Event of Force Majeure.** The partial or complete interruption or discontinuance of Contractor's service caused by an event of Force Majeure shall not constitute an event of default under this Agreement. Notwithstanding the foregoing: (i) the City shall have the right to assume possession of Contractor's facilities and equipment in accordance with Section 16.2.2 of this Agreement in the event of non-performance excused by Force Majeure; (ii) if Contractor's excuse from performance for reason of Force Majeure continues for a period of thirty (30) days or more, the City shall have the right in its sole discretion to immediately terminate this Agreement provided that a third party is ready, willing and able to commence performance, in which case the City still shall have the right to assume possession of Contractor's property in accordance with Section 16.2.2; (iii) if Contractor is unable to collect and dispose of Solid Waste and Yard Waste as required by this Agreement for a period of three (3) days, as a result of a strike or other labor unrest which is within the definition of Force Majeure, the City shall have the right to assume possession of Contractor's property in accordance with Section 16.2.2; and (iv) if Contractor's inability to collect and dispose of Solid Waste and/or Yard Waste for the reason identified in (iii) above continues for fourteen (14) days from the date by which Contractor gave or should have given notice under Section 16.3.3, the City may terminate this Agreement.

**16.4 City's Right in the Event of Change in Law.** In the event of a material change in federal or state law which substantially alters City's duties to provide for waste diversion, collection and disposal or other aspects of integrated waste management, the City shall have the right to modify this Agreement to curtail or increase the services affected by the change in law, or to terminate this Agreement entirely. The City's right to terminate this Agreement shall be limited to circumstances under which a material change in federal or state law obviates the City's right to provide services hereunder.

**16.5 Dispute Resolution.** The City and Contractor agree that the only issues to be mediated pursuant to this Section shall be (i) a determination of adjustment to Rates due Contractor for changes in the scope of work to be performed under this Agreement in accordance with Section 4.7; and (ii) failure of the City to adequately adjust the Rates pursuant to Article 15.00 of this Agreement.

**16.5.1 Meet and Confer.** In the event of disputes described in Section 16.5, the parties agree that they promptly will meet and confer to attempt to resolve the matter between themselves.

**16.5.2 Mediation.** In the event that a dispute specified in Section 16.5 cannot be resolved satisfactorily between the parties, the City and Contractor agree that such dispute shall be submitted to mandatory, non-binding mediation by a mutually agreed upon independent third party. If the dispute is not promptly and satisfactorily resolved through mediation, the parties may pursue available legal remedies. The cost of mediation shall be shared equally between the parties.

## **ARTICLE 17.00 - MISCELLANEOUS**

**17.1 Subcontracting.** Contractor shall not engage any subcontractors to perform any of the services required of it under this Agreement without the prior written approval of the City. Contractor shall notify the City no later than ninety (90) days prior to the date on which it proposes to enter into a subcontract, providing the City with all information it requests with respect to the proposed subcontractor. City may approve or reject any proposed subcontract and/or subcontractor in its sole discretion if the proposed subcontract replaces essential services to be performed by Contractor pursuant to Sections 4.2 through 4.4 of this Agreement. City's consent to a subcontract and/or subcontractor shall not be unreasonably withheld as to other aspects of this Agreement that are not deemed to involve essential services to the City.

In the recruitment of subcontractors, the City requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. In the use of such recruitment, hiring and retention of employees or subcontractors, the City requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

### **17.2 Nondiscrimination.**

**17.2.1 Equal Employment Practices.** Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. Contractor has provided a Statement on its Affirmative Action Program a copy of which is attached hereto as Exhibit WW and incorporated herein. During the Term of this Agreement, Contractor agrees as follows:

(a) Contractor and any permitted subcontractors shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. Contractor and Contractor's subcontractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, marital status, religion, gender, sexual preference, race, creed, color, national origin, AIDS, ARC, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment, advertising, layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(b) Contractor and any permitted subcontractors shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

(c) If applicable, Contractor shall send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Exhibit X ("Declaration of Compliance with the Americans with Disabilities Act") attached hereto and incorporated herein.

**17.2.2 Treatment of Customers.** In performing this Agreement, Contractor shall not discriminate against Customers or potential Customers because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

**17.3 First Source Employment Referral Service.** The City and Contractor have agreed to delete this section in its entirety.

**17.4 Compliance with the City's MBE/WBE Program.** The City and Contractor have agreed to delete this section in its entirety.

**17.5 Compliance with the City's LBE and SLBE Programs.** Contractors utilizing subcontractors shall comply with the Local and Small Local Business Enterprise Program (LBE/SLBE) goals attached and incorporated herein as Exhibit P. Additionally, opportunities for training and employment shall be given to residents of Oakland. To assist the City's in its need to obtain information about Contractor, Contractor agrees to complete the Professional Services Questionnaire attached and incorporated herein as Exhibit RR; the Project Consultant Team attached and incorporated as Exhibit SS; and the Employment Questionnaire attached and incorporated as Exhibit TT.

**17.6 Compliance with the City's Purchasing Program.** Contractor agrees to achieve, or document a good faith effort to achieve, sixty percent (60%) Local Business Enterprise participation, thirty percent (30%) Minority Business Enterprise participation, and three percent (3%) Women Business Enterprise participation of the total non-essential services to be performed by it under this Agreement. (Essential services are defined as Sections 4.2 through 4.4.) Contractor shall substantially comply with the guidelines of the City's Local, Minority, and Women Business Enterprise Purchasing Program, attached hereto as Exhibit Q and incorporated by reference herein. Contractor shall provide quarterly reports detailing purchasing contracts awarded to

LBE/MBE/WBE businesses. Quarterly reports shall be due to the City by the 20<sup>th</sup> day of February, May, August and November of each year.

**17.7 Employment Program.** The City and Contractor have agreed to delete this section in its entirety.

**17.8 Religious Prohibition.** There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

**17.9 Political Prohibition/Campaign Contributions.** Monies paid by the City pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations. The Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as Exhibit AA.

**17.10 Business Tax Certificate.** Contractor shall obtain and provide proof of a valid City business tax certificate. Said business tax certificate will be valid prior to and to the conclusion of this Agreement. A copy of the Business Tax Certificate for 2004 is attached hereto and incorporated herein as Exhibit UU. A copy of subsequent Business Tax Certificates shall be sequentially numbered and attached hereto.

**17.11 Conflict of Interest/Agents/Brokers.** The following protections against conflict of interest will be upheld:

(a) Contractor certifies that no member of, or delegate to, the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

(b) Contractor certifies that no member of, or delegate to, the State of California legislature or the California Integrated Waste Management Board shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

(c) Contractor certifies that no member, officer, or employee of the City or its designees or agents and no other public official of the City who, in his/her official capacity, exercises any functions or responsibilities with respect to the services to be provided by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

(d) Contractor warrants and represents, to the best of its knowledge, that no public official or employee of the City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved

in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

(e) Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to the City, that (1) no public official of the City who has participated in decision-making concerning this Agreement or has used his or her official position in influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$1,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$1,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official including nonprofit entities) if the income or value of the gift totaled more than \$250 the previous year. Contractor agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

(f) Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

(g) Contractor shall incorporate, or cause to be incorporated in all subcontracts for work to be performed under this Agreement a provision prohibiting such interest pursuant to the purposes of this Section.

(h) Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation,

the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement.

**17.12 Conflict of Interest.** The City and Contractor have agreed to delete this section in its entirety.

**17.13 Attorney's Fees.** In any dispute between the parties, whether or not resulting in litigation or any appeal therefrom, the prevailing party shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorneys' fees. "Prevailing parties" shall include without limitation (i) a party who dismisses an action in exchange for sums allegedly due such party; (ii) the party which received performance from the other party of an alleged breach of a covenant or a desired remedy where such performance is substantially equal to the relief sought in an action; or (iii) the party determined to be the prevailing party by a court of law.

**17.14 Notices.** All notices, demands, requests, approvals, disapprovals, proposals, consents or other communications whatsoever which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or facsimile followed by telephone or written confirmation of receipt, addressed to the respective party. If to the City, address the original letter to the City Administrator with courtesy copies to the City Attorney, Director of Public Works and Director of Finance and Management.

Director of Public Works  
Public Works Agency  
City of Oakland  
250 Frank Ogawa Plaza, Suite 4314  
Oakland, California 94612  
Telephone: (510) 238-3961  
Facsimile: (510) 238-2233

Director of Finance and Management  
Finance and Management Agency  
City of Oakland  
150 Frank Ogawa Plaza, Suite 5215  
Oakland, California 94612  
Telephone: (510) 238-2220  
Facsimile: (510) 238-2059

City Attorney  
Office of the City Attorney  
City of Oakland  
1 Frank Ogawa Plaza, 6<sup>th</sup> Floor  
Oakland, California 94612  
Telephone: (510) 238-3601  
Facsimile: (510) 238-6500

City Administrator  
Office of the City Administrator  
City of Oakland  
1 Frank Ogawa Plaza, 3<sup>rd</sup> Floor  
Oakland, California 94612  
Telephone: (510) 238-3301  
Facsimile: (510) 238-2223

If to Contractor, address to:  
Vice-President  
Waste Management of Alameda County, Inc.  
172 98<sup>th</sup> Avenue  
Oakland, California 94603-1004  
Telephone: (510) 613-2814  
Facsimile: (510) 613-2839

Either party may designate a different mailing address or a different telephone or facsimile number by providing written notice to the other party as provided in this Section. Notice by City to Contractor of a missed pick-up or a service recipient problem or complaint may be given to Contractor orally by telephone at Contractor's local office with written confirmation sent within twenty-four (24) hours of the oral notification.

**17.15 Waiver.** Waiver of any term or condition contained in this Agreement by any party to the Agreement shall be in writing and shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in the Agreement. The subsequent acceptance by the City of any fee, or any other monies that become due from Contractor to the City shall not be deemed to be a waiver by the City of any breach or violation of any term covenant or condition of this Agreement.

**17.16 Assignment.** Except as expressly provided for in this Agreement, neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this Agreement. Under no circumstances shall the City be obligated to consider any proposed assignment by Contractor if Contractor is in default at any time during the period of consideration.

**17.16.1 Events Considered to be Assignments.** For purposes of this Section when used in reference to Contractor, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

**17.16.2 Provision of Vital Services.** Contractor acknowledges that this Agreement involves rendering a vital service to the City's residents and businesses, and that the City has selected Contractor to perform the services specified herein based on (i) Contractor's experience, skill and reputation for conducting its Solid Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Solid Waste management practices, and (ii) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to the City under this Agreement.

The City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

**17.16.3 City's Consent to Assignment.** If Contractor requests the City's consideration of and consent to an assignment, the City may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by the City unless and until Contractor has met the following requirements:

(a) Contractor shall undertake to pay the City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

(b) Contractor shall furnish the City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years; and

(c) Contractor shall furnish the City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under the Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with state, federal or local environmental laws and that the assignee has provided the City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of Solid Waste including Hazardous Wastes; and (v) of any other information required by the City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe and effective manner.

**17.16.4 Assignment to WASTE MANAGEMENT HOLDINGS, INC.** Notwithstanding Section 17.16.3, Contractor may assign this Agreement to any affiliate or other entity which is owned or controlled by **WASTE MANAGEMENT HOLDINGS, INC.**, provided (i) the assignee satisfies Section 17.16.3(a)-(c) herein, and (ii) **WASTE MANAGEMENT HOLDINGS, INC.** shall guarantee assignee's performance under this Agreement.

**17.17 Captions.** The captions appearing in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Agreement or any of the provision hereof.

**17.18 Interpretations.** Each party, and counsel for each party, has reviewed and been provided the opportunity to revise this Agreement. Accordingly, the normal rule of construction to the effect of any ambiguities being resolved against the drafting

party shall not be employed in the interpretation of this Agreement or any amendment thereto.

**17.19 References to Laws.** All references in this Agreement to laws and regulations shall be understood to include such laws and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided. In addition, references to specific governmental agencies shall be understood to include agencies that succeed to or assume the functions they are currently performing.

**17.20 Amendment.** No modification, amendment or supplement to this Agreement will be binding on the parties unless it is made in writing, duly authorized by Contractor and the City, and signed by both parties.

**17.21 Jurisdiction.** Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in Alameda County.

**17.22 Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement, subject to the provisions in Section 3.6.

**17.23 Guaranty of Contractor's Performance.** Pursuant to a guaranty in substantially the form attached as Exhibit K-1, superceding prior Exhibit K, WASTE MANAGEMENT HOLDINGS, INC., formerly known as WMX Technologies, Inc., a Delaware Corporation, which owns all of the issued and outstanding common stock of USA Waste of California, a Delaware corporation which owns all of the issued and outstanding common stock of Contractor, has agreed to guaranty Contractor's performance of this Agreement. The Guaranty is being provided concurrently with Contractor's execution of this Agreement.

#### **17.24 Effect on Existing Agreements.**

**17.24.1 1978 Franchise Agreement.** The 1978 Franchise Agreement, as amended, will remain in full force and effect until the first day of the Term of this Agreement, as of which date it will (assuming this Agreement becomes effective) automatically terminate. Upon the commencement of this Agreement, the parties will cooperate with each other to ensure a smooth transition between the 1978 Franchise Agreement and this Agreement. Contractor shall keep all insurance policies required by

the 1978 Franchise Agreement in force until the commencement of this Agreement, and shall ensure that there is no gap in coverage as a result of the termination of the 1978 Franchise Agreement and its supersession by this Agreement. Contractor shall continue to defend, hold harmless and indemnify the Indemnitees, as an obligation of this Agreement, against Claims which arise in whole or in part from acts or omissions which occurred, or are alleged to have occurred, during the Term of the 1978 Franchise Agreement, but prior to the commencement of this Agreement. If this Agreement does not become effective, the 1978 Franchise Agreement shall remain in effect and the parties shall be governed by its provisions unless and until it is subsequently modified.

**17.24.2 Solid Waste Route Collection Information.** Contractor shall provide the City with new route maps and route sheets at least thirty (30) days prior to the implementation of curbside Solid Waste collection. Subsequently, Contractor shall present new route maps and route sheets to the City at least thirty (30) days prior to route changes to allow timely City-wide changes in recycling routes. Minor route adjustments may be made with less than thirty (30) days notice if mutually agreed upon by the City and Contractor. Contractor shall make a reasonable effort to minimize changes in the pickup day for residential Customers and to minimize the disruption to existing service and to the City's Recycling Agreements.

Contractor agrees to work with the City and the holder(s) of the City's other Recycling Agreement(s) or their successors/assigns to minimize disruption to service and minimize the cost impact of changing garbage routes, frequency, times and days of collection (collectively called "Changes").

Notwithstanding such good faith efforts, the holders of the Recycling Agreements may nevertheless incur additional costs as a result of such Changes and may file a Claim against the City to recover such additional costs. Contractor agrees to defend with counsel reasonably acceptable to the City, indemnify and hold harmless the indemnitees against any and all Claims relating to or arising out of such Changes. Contractor shall be solely liable for any and all such Claims made by other Recyclers.

Although the Recycling Agreements do not contain an explicit provision allowing for cost recovery in the event of Changes, Contractor acknowledges that a court of competent jurisdiction may nevertheless hold that the Recycling Contractors may have valid Claims for Changes against the City.

If a Claim is filed by one of the City's other Recyclers related to or arising out of such Changes, the City shall promptly forward a copy of such Claim to Contractor. The City and Contractor will work cooperatively and in good faith to promptly resolve the Claim.

Contractor shall reimburse the City, within thirty (30) days of receipt of a City invoice, for all actual, reasonable costs associated with reviewing, investigating, processing, defending, negotiating, settling, and litigating (in judicial, administrative or other forums) said Claim (including but not limited to City staff and City Attorney time, including applicable City overhead allocations, and outside consultants, including attorneys' fees and costs).

**17.25 Cooperation with Subsequent Providers.** At the expiration of the Term provided for hereunder, or in the event of termination under Article 16.00 of this Agreement, Contractor, at its own expense, shall cooperate fully with the City, as necessary, to ensure an orderly transition to any and all new service providers, and the City shall have no continuing obligations to Contractor other than those expressly provided for under this Agreement.

**17.26 Access to and Disclosure of Records.**

**17.26.1 Access to Records.** Contractor shall permit access to its records as set forth in Sections 7.3, 8.3 and its records of employment, employment advertisements, application forms, and other pertinent data or records relating to Contractor's employment obligation under Section 17.2 and as otherwise required by this Agreement, by the California Fair Employment Practices Commission, the City or any appropriate employee, department, or agent designated by the California Fair Employment Practices Commission or by the City respectively, for the purpose of investigating Contractor's compliance with the California Fair Employment Practices Act or Sections 17.2 of this Agreement. Should Contractor be required to provide reports to the City concerning its obligations under this Section, said reports may be in summary form (with private or identifying information about specific employees omitted) which set forth the relevant information in a statistical way.

**17.26.2 Confidential Information.** Contractor maintains that the information provided pursuant to Sections 7.3 (as designated by Contractor), 8.3, and 17.2 is confidential and proprietary information ("Confidential Information"). The City will not disclose the Confidential Information (or any version or permutation thereof) to any third party, including without limitation Contractor's competitors and Customers. City further agrees that it will not use the Confidential Information for any purpose other than that stated above, or in Section 8.3, and the City and its representatives (which includes employees, officials, consultants and contractors) will not disclose the Confidential Information to any Person, except that the Confidential Information may be disclosed to those representatives for evaluating performance herein. All representatives of the City and other Persons to whom Confidential Information is disclosed will be informed of the confidential nature of the Confidential Information and shall agree to be bound by this Agreement.

**17.26.3 Permitted Release of Information.** Confidential Information shall not be subject to this Agreement if such information (i) at the time of disclosure or thereafter, is generally available to and known by the public (other than as a result of its disclosure by the City or its representatives), (ii) was available to the City on a non-confidential basis prior to disclosure by Contractor, or (iii) becomes available to the City on a nonconfidential basis from a Person who is not otherwise bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Contractor or its representatives or any other person, or is not otherwise prohibited from transmitting the information to the City.

**17.26.4 Required Release of Confidential Information.** If the City or any of its representatives are requested or required in legal proceedings, subpoena, civil investigative demand, Public Records Act request or other similar process to disclose all or any part of the Confidential Information, the City shall immediately notify Contractor in writing of the existence, terms and circumstances surrounding such a request or requirement so that Contractor may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy of the receipt of a waiver by Contractor, in the written opinion of counsel for the City, disclosure of information by the City or any of its representatives is nonetheless legally required, the City or its representatives may, without liability hereunder disclose only that portion of the Confidential Information which such counsel advises is legally required to be disclosed, and exercises its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with Contractor to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so furnished.

**17.27 Parties in Interest.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights on any persons other than the parties to it and their representatives, successors and permitted assigns.

**17.28 Parity of Treatment.** If within four years after the Effective Date, Contractor enters into a comparable contract (as defined below) with another currently existing city or agency in Alameda County under which Contractor provides residential curbside collection at rates lower than those established by Exhibit B-1 (as adjusted by changes to the Index), the City shall be entitled to lower the residential curbside rates for Customers in the City, as provided in this Section.

If the City believes that Contractor has established lower residential curbside rates under a comparable contract, it may notify Contractor and demand a meeting. Contractor shall attend such meeting and shall provide any relevant information requested by the City pertaining to the other contract and the rates charged thereunder. The information furnished shall be subject to the confidentiality provisions of Section 17.26, through mediation and arbitration.

If the parties do not agree that the other contract is a comparable contract or that the rates charged thereunder are lower than those charged under this Agreement, they shall engage a mediator to assist in the resolution of this dispute.

If the parties are unable to resolve the dispute through mediation within 60 days, and the City continues to believe it is entitled to lower residential curbside rates to Customers in the City to those in effect under the other contract, it may (a) submit the dispute to mandatory binding arbitration conducted in Alameda County under the commercial dispute resolution rules of the American Arbitration Association or (b) seek a judicial declaration that it is entitled to lower such rates under this Section. Unless and until the arbitrator or judge, as the case may be, has determined that the City is entitled to

lower the rates under this Section, the rates shall be adjusted as otherwise provided in this Agreement.

A "comparable contract" is one which requires curbside collection of residential solid waste, provides for disposal of waste at Altamont, has a term of at least 10 years, provides for collection and disposal of between 200,000 and 400,000 tons annually, and all other material terms and conditions of which (including but not limited to indemnification, insurance, security for performance and incorporation of alleged balancing account deficits) are substantially similar to those of this Agreement.

In evaluating the equivalence of rates under this Agreement, franchise fees or other fees imposed by the City or the other agency shall be excluded.

## **17.29 Wages.**

**17.29.1 Living Wage Requirements.** This Agreement is subject to the Living Wage Ordinance of Chapter 2.28 of the Oakland Municipal Code and its implementing regulations. The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein as Exhibit Y and made part of this Agreement, and unless specific exemptions apply or a waiver is granted, that Contractor provide the following to its employees who perform services under or related to this Agreement. All of the provisions of Section 17.29.1, or any part hereof, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms.

**17.29.1.1 Minimum Compensation.** Said employees shall be paid an initial hourly wage rate of \$9.66 with health benefits or \$11.11 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

**17.29.1.2 Health Benefits.** Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 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.

**17.29.1.3 Compensated Days Off.** Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate

family illness after the employee has exhausted his or her accrued compensated days off for that year.

**17.29.1.4 Federal Earned Income Credit (EIC).** Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.

**17.29.1.5 Notice to Employees.** Contractor shall provide to all employees and to the City's Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

**17.29.1.6 Reporting.** Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Upon request, Contractor shall provide a copy of said list to the City's Public Works Agency, on a quarterly basis (using calendar quarters), due on or before the 20<sup>th</sup> day of each subsequent quarter for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

**17.29.1.7 Subcontractor Obligations.** Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the City's Office of Contract Compliance.

**17.30 Affirmative Action Efforts.** All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or subcontractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.

**17.31 Validity of Contracts.** The Oakland City Council must approve all agreements greater than \$15,000. This Agreement shall not be binding or of any force or effect until signed by the City Administrator or his or her designee and approved as to form and legality by the City Attorney or his or her designee.

**17.32 Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. Entities which enter into a "contract" with the City for an

amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the City; and Entities which enter into a "property contract" pursuant to Section 2.23.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use or occupancy (1) of real property owned or controlled by the City or (2) of real property owned by others for the City's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of Contractor's operations that occur (1) within the City; (2) on real property outside Oakland if the property is owned by the City or if the City has a right to occupy the property, and if Contractor's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor. The Equal Benefits Ordinance requires among other things, submission of Exhibit Z, the Equal Benefits-Declaration of Nondiscrimination, incorporated herein.

**17.33 Nuclear Free Zone Disclosure.** Contractor represents, pursuant to Exhibit BB ("Nuclear Free Zone Disclosure Form"), that Contractor is in compliance with the City's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this Agreement, Contractor shall complete Exhibit BB, attached hereto.

## **ARTICLE 18.00 – RESIDENTIAL RECYCLING PROGRAM SERVICES**

**18.1 Residential Recycling Program Services Provided by Contractor.** Contractor shall operate a Program to collect, process, and market all Targeted Recyclable Materials placed for collection by participating Single Family Dwellings, Multifamily Dwellings, and City Facilities listed in Exhibit T in Contractor's Service Area. Contractor shall provide all labor, materials, equipment, supplies, supervision and other items necessary for the performance of the services under this Agreement. The enumeration of, and specifications of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not. The work to be performed by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents, City Facilities, and subscribing Small Businesses within the Service Area are provided reliable, courteous and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided for in this Article, whether such other aspects are enumerated elsewhere in this Agreement or not.

Contractor is prohibited from transferring loads from one vehicle to another on any public thoroughfare unless there is a necessity to do so because of the mechanical failure or accidental damage to a vehicle.

Contractor shall begin used motor oil filter collection forty-five (45) days after execution of the Fourth Amendment to Franchise Agreement.

**18.1.1 Contractor's Service Area.** Contractor's Service Area shall be Sectors C and D as shown in Exhibit T. Contractor shall be required to provide the Program's services to newly constructed or occupied dwellings. The street and/or physical boundaries of this Service Area are as follows:

Sector C. The boundaries of Sector C are as follows: The Northern boundary is the Lake Merritt Channel, Lakeshore Avenue, East 18<sup>th</sup> Street, Park Boulevard, Interstate 580, Fruitvale Avenue, MacArthur Boulevard, Lincoln Avenue, and Joaquin Miller Road; the Southern boundary is High Street, Interstate 580, Keller Avenue; the East and West borders are the Oakland City limits.

Sector D. The boundaries of Sector D are as follows: The Northern boundary is High Street, Interstate 580, and Keller Avenue; the South, East and West borders are the Oakland City limits.

### **18.1.2 Collection Requirements.**

**18.1.2.1 Frequency of Collection.** Contractor shall provide weekly collection to all Single Family Dwellings on the same day as Solid Waste collection unless otherwise approved by the City Representative. Contractor shall provide, at a minimum, weekly collection to participating Multifamily Dwellings.

#### **18.1.2.2 Material Preparation Requirements.**

(a) Single Family Dwellings, Multifamily Dwellings and City Facilities will be required to place commingled Targeted Recyclable Materials in a recycling container provided by Contractor.

(b) Corrugated cardboard is required to be flattened and no larger than 3' by 3' and be (1) placed in the recycling container provided by Contractor or (2) stacked or bundled next to the recycling container. Contractor is obligated to collect all corrugated cardboard meeting the dimensional requirements that is set out for collection.

(c) Used motor oil is required to be placed in a Contractor-provided container and placed next to the recycling container. Up to five gallons of used motor oil may be set out for collection. Contractor may decline collection of oil in incorrect containers or the amount exceeding five gallons. Contractor shall decline collection of contaminated used motor oil or any other fluids that have been set out for collection.

(d) Used motor oil filters are required to be placed in a Contractor-provided container and placed next to the recycling container. Contractor may decline collection of oil filters in incorrect containers.

In the event that federal and/or state laws and regulations are modified with respect to provisions for exemptions, exclusions, and liabilities with regard to the collection of used motor oil, Contractor agrees to comply in all respects with said modified laws and regulations which shall take precedence over this Agreement for collection of the same; and to the extent said changes in the federal and/or state laws and regulations impact the terms of this Agreement, Contractor and the City reserve the right to modify or terminate that portion of the service providing for the residential collection of used motor oil.

**18.1.2.3 Handling and Delivery.** Contractor shall collect all Targeted Recyclable Materials in, overflowing, or adjacent to recycling containers or recycling bags and when material has been scattered within five feet of the container or recycling bag due to scavenging or adverse weather conditions. Contractor is authorized to decline collection of Targeted Recyclable Materials containing excess Contaminants and Hazardous Waste, or not prepared in accordance with Program requirements. If Contractor declines collection, then Contractor shall affix a note to, or place a note within, the recycling container explaining why the materials were refused. The "note" must be acceptable to the City. Collection from Multifamily Dwellings shall be performed at designated areas within the property confines with prior consent of the building owner/management, and in compliance with all applicable City codes and ordinances.

**18.1.2.4 Backyard Service.** Contractor shall provide backyard Recycling collection service for (i) frail senior citizens and disabled individuals at no additional charge, in accordance with the requirements set forth in Exhibit S; (ii) Single Family Dwellings meeting the criteria for a curbside placement exemption as set forth in Section III of the Supplemental Agreement dated December 2, 1995 between the City and Contractor attached hereto as Exhibit DD; and (iii) other Customers paying an additional charge for backyard service. Contractor shall be responsible for determining who receives backyard service, subject to guidelines approved by the City.

**18.1.3 Ownership of Targeted Recyclable Materials.** Ownership and the right to possession of Targeted Recyclable Materials placed in containers or recycling bags or bundles for collection, or placed at curbside or the designated recycling collection point, excluding Hazardous Waste, shall transfer directly from the Customer to Contractor by operation of law, consistent with Section 5.1.3 of this Agreement. Contractor's arrangements with Customers will provide that, subject to the right of the Customer to claim lost property, title and the right to possession, and liability for all Targeted Recyclable Materials and all other substances, excluding Hazardous Waste, whether or not recyclable, which is set out for collection, shall pass to Contractor at the time it is set out, consistent with Section 5.1.3 of this Agreement.

The City shall make a reasonable effort to minimize scavenging by enforcing the State of California Public Resources Code Sections 41950 and 41951, which makes it unlawful to remove recyclable materials which have been set out for collection by Customers for an authorized recycling collector.

Contractor and its representatives, agents, attorneys, heirs, administrators, transferees, assigns, executors, and successors (collectively called "Claimants") hereby unconditionally agree to release, acquit, remise, and forever discharge the City, its elected and appointed officials, officers, agents, employees, and members of commissions (collectively called "City"), from any and all claims, actions, causes of action, damages, demands, injuries, attorneys' fees and costs, and liability, either at law or in equity or of any kind, nature or description, whether presently known or unknown, or whether presently existent or nonexistent, which Claimants has had or now has or may have in the future against the City arising out of or based upon the City's efforts to minimize scavenging by enforcing Sections 41950 and 41951 of the California Public Resources Code ("Enforcement Efforts"). Claimants specifically acknowledge that this Agreement extends to and includes all known, unsuspected, unanticipated or undisclosed claims, actions, or causes of action regarding the Enforcement Efforts.


Claimants expressly waive the provisions of Section 1542 of the Civil Code of California that provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor."

Claimants, upon advice of counsel, waive and relinquish, now and forever, any and all rights it has or may have under Section 1542 of the Civil Code to the fullest extent allowed by law. Claimants agree and represent that it fully understands the statutory language of Civil Code Section 1542 and with this understanding, nevertheless, elect to and do assume all risks for rights, claims, demands, obligations, causes of actions or liabilities, known or unknown, heretofore and hereafter arising with the subject matter of this Agreement.

Contractor Initial Here



City Initial Here



**18.1.4 City Facility Collection and Service Requirements.** Contractor shall provide, at a minimum, weekly collection at the City Facilities, listed in Exhibit U, except that upon mutual prior agreement of the City and Contractor, certain City Facilities may receive "on-call", less-than-weekly collection. The City may reasonably modify this list by sending a letter to Contractor indicating the facility and type and frequency of service required. Contractor shall commence service within five (5) working days of a request from the City. There shall be no charge to the City for this service.

**18.1.5 Special Events Recycling.** Contractor shall offer to provide 96-gallon carts for one-time collection of Source Separated Targeted Recyclables (except used motor oil and used motor oil filters) from one-day, two-day or three-day special events throughout the City. Contractor will deliver recycling carts the day before the event and pick up carts the day following the event. If the event is on a weekend or collection holiday, Contractor will deliver carts the last business day before the event and pick up carts the first business day following the event.

Special Events Recycling Customers will be required to place commingled containers (glass, metal, aseptic, and Plastic Containers) in a separate cart from newspaper and mixed paper (which shall be combined in one cart). Corrugated cardboard is required to be flattened and no larger than 3 feet by 3 feet. The rate for Special Events Recycling shall be \$21.00 per 96-gallon cart as of July 1, 2005. The rate shall be adjusted upward or downward on July 1 of each year pursuant to the provisions of Section 15.3.

**18.2 Small Business Collection and Service Requirements.** Contractor shall operate a Small Business Recycling Program to collect, process, and market Targeted Recyclable Materials from participating Small Business Customers in Contractor's Service Area. Contractor shall begin Small Business collection forty-five (45) days after execution of the Fourth Amendment to Franchise Agreement.

**18.2.1 Frequency of Collection.** Contractor shall provide, at a minimum, weekly collection to participating Small Businesses. Contractor may provide service on the same day of the week as nearby residential collection, or may establish a separate recycling collection day for Small Businesses. Contractor will cooperate with the City to provide Small Business collection schedule, on an as-needed basis, for outreach activities.

**18.2.2 Small Business Recycling Containers and Replacement.** For the purpose of providing services to subscribing Small Businesses, Contractor will use as the "recycling container" a clear plastic bag of sufficient capacity to line a 40-gallon container. Alternatively, the Small Business may choose to receive collection service in 18-gallon recycling bins or 64 or 96-gallon carts similar to containers used for Single Family Dwellings and/or Multifamily Dwellings. In such case, the Small Business must use Contractor-owned containers. All carts shall be clearly marked "Recycling Only". Contractor may provide carts with a locking mechanism to prevent the theft of Targeted Recyclable Materials or filling with Solid Waste. Contractor shall be solely responsible for purchase and distribution of new recycling containers. Style, color, size, manufacturer, and copy to be printed or embossed on the containers shall be subject to approval by the City. All newly subscribing Small Businesses shall be provided recycling containers and collection service within one week of the service request or the next scheduled service day, whichever is later, during the duration of the Program.

**18.2.3 Small Business Material Preparation Requirements.**

(a) Small Businesses will be required to place commingled Targeted Recyclable Materials in a recycling container(s) provided by Contractor.

(b) Corrugated cardboard is required to be flattened and no larger than 3' by 3' and be (1) placed in the recycling container provided by Contractor or (2) stacked or bundled next to the recycling container.

(c) There shall be no minimum level of recyclables before a Small Business may participate in the Program.

(d) All recycling containers used by Small Businesses to participate in this Program must be placed at the curb for collection. Contractor must provide collection service to subscribing Small Businesses as described in this Section and defined in Article 1.00, and must service every Small Business in the Service Area that wishes to subscribe. Two or more Small Businesses may share recycling Container(s) service.

(e) Contractor may decline collection of Targeted Recyclable Materials containing excess Contaminants and Hazardous Waste, or not prepared in accordance with the Program requirements. If Contractor declines collection, Contractor shall affix a note to or place a note within the recycling container explaining why the materials were refused. The note must be acceptable to the City.

(f) Contractor shall collect all Targeted Recyclable Materials in or adjacent to recycling containers when material has been scattered within five feet of said containers due to scavenging or adverse weather conditions.

(g) In the event of chronic incorrect setouts, Contractor may, after consultation with the City, end service to a Small Business with prior notice. If the Small Business pre-paid for Program services, Contractor must issue a pro-rated refund for the remaining amount of service.

**18.2.4 Small Business Recycling Rates.** The Rates in this Section shall be published by Contractor, apply to all requesting Small Businesses, and be the maximum rate charged to Small Businesses by Contractor for the service; Contractor may publish lower rates upon prior notification to, and agreement from, the City. Any other recycling-related charges for Small Businesses shall be agreed to in advance by the City and Contractor, shall be published, shall apply to all requesting Small Businesses, and shall be the maximum rate charged to Small Businesses by Contractor for that service. The City may, at its option, subsidize the Small Business rate.

The Small Business, property owner, or their agent, shall pay all costs of the plastic bag service (including but not limited to bag purchase, delivery and collection). All costs shall be included in the bag subscription rate for Small Businesses. Small Businesses using bag subscription shall pay the rate(s) set forth in Exhibit CC; the City is not responsible for payment. Bag subscribers may continue to set out any remaining bags after the subscription period has expired. A Contractor Customer service representative shall contact non-renewing bag subscribers to determine if they want to continue in the program and/or if they have any bags remaining.

Small Businesses receiving 18-gallon recycling bin or 64 or 96-gallon cart service shall pay the rate(s) set forth in Exhibit CC; the City is not responsible for such payment. The per month rate(s) includes the collection service, delivery and rental of the recycling container used for the service described in Section 18.2.3.

**18.2.5 Right to Recycle.** Targeted Recyclable Materials set out by Small Businesses for collection by Contractor are to be collected and recycled by Contractor. Nothing in the Fourth Amendment to Franchise Agreement shall obligate a Small

Business to use Contractor as their recycling service provider, for some or all materials. Small Businesses may choose Contractor for some Recyclables and other service providers for other Recyclables, provided the setout method is distinct. Nothing in the Fourth Amendment to Franchise Agreement shall limit the right of any person to donate, sell, transport, pay for the removal of, or otherwise dispose of their own Source Separated Recyclables, provided that such activity is in accordance with the provisions of the Oakland Municipal Code.

Contractor may decline to initiate service to a business that is not an eligible Small Business, but must communicate its non-eligibility determination to the business in writing using a "Notice of Non-Eligibility" provided by the City.

**18.3 Recycling Containers.** Contractor shall be solely responsible for purchase and distribution of recycling containers. Style, color, size, manufacturer, and copy to be printed or embossed on the containers shall be subject to approval by the City. The City will not unreasonably withhold approval.

**18.3.1 Single Family Dwelling Recycling Containers.** Contractor shall be solely responsible for purchase and distribution of a 64-gallon recycling container for all Single Family Dwellings. Style, color, size, manufacturer, and copy to be printed or embossed on the containers shall be subject to approval by the City.

Containers for the collection of used motor oil shall have a minimum of four quarts of volume, shall be clear or translucent, have a secure top cap, and be clearly marked as used motor oil containers. The collection, handling and transportation of used motor oil containers shall be in compliance with all applicable laws and regulations.

Containers for the collection of used motor oil filters shall be a leak-proof oil filter container such as a 6 mil, reusable, plastic bag imprinted or labeled with instructions, Oakland Recycles logo and referral phone number, in English and Spanish. Container and imprint or label design is subject to City approval. The collection, handling and transportation of used motor oil filters shall be in compliance with all applicable laws and regulations.

All newly occupied or constructed housing units shall be provided a recycling container and collection service within one week of service request during the duration of the Program. Concurrent with delivery of the recycling container, Contractor shall deliver City-approved Program information, including but not limited to printed materials.

**18.3.2 Multifamily Dwelling Recycling Containers.** Contractor shall be solely responsible for purchase and distribution of new and/or replacement recycling containers. Style, color, size, manufacturer, and copy to be printed or embossed on the containers shall be subject to approval by the City.

Multifamily Dwellings shall be provided recycling containers with adequate capacity to store deposited Targeted Recyclable Materials for a minimum collection frequency of once per week. The multifamily recycling containers to be used for the

storage and collection of Targeted Recyclable Materials shall be subject to approval by the City. Multifamily recycling containers shall be properly maintained, including washing of interior and exterior when necessary or as directed by the Director. Contractor shall retain ownership of all multifamily recycling containers.

Upon Agreement end or Agreement termination, Contractor shall remove all recycling containers from Multifamily Dwellings within four weeks unless other arrangements are made with the individual Multifamily Dwellings or with the City.

Containers for the collection of used motor oil shall have a minimum of four quarts of volume, shall be clear or translucent, have a secure top cap, and be clearly marked as used motor oil containers. The collection, handling, and transportation of used motor oil containers shall be in compliance with all applicable laws and regulations.

Containers for the collection of used motor oil filters shall be a leak-proof oil filter collection container such as a 6 mil, reusable, plastic bag imprinted or labeled with instructions, Oakland Recycles logo and referral phone number, in English and Spanish. Container and imprint or label design is subject to City approval. The collection, handling and transportation of used motor oil filters shall be in compliance with all applicable laws and regulations.

The number and size of community recycling containers to be provided to the Multifamily Dwellings shall have adequate capacity to service all eligible units. If the City or Customer determines additional containers are required, Contractor shall supply and deliver required containers within one week. Location of the community recycling containers shall be coordinated with the building owner/manager.

**18.3.3 Replacement of Recycling Containers.** In the event recycling containers are lost, stolen, damaged or destroyed, Contractor shall be responsible to provide replacement containers within one week of request by Customer or the City. Contractor shall be solely responsible for the purchase and distribution of replacement containers. During 2005 and 2006, Contractor shall be responsible for providing annual replacement containers totaling five percent (5%) of the number of Single Family Dwellings serviced. During 2007 and through the end of the service Term, Contractor shall be responsible for providing annual replacement containers totaling two percent (2%) of the number of Single Family Dwellings serviced. Should the City elect to extend the Agreement pursuant to Section 3.3, Contractor shall be responsible for providing additional replacement containers during each year of the extension totaling two percent (2%) of the number of Single Family Dwellings serviced. If the City elects to extend the Agreement for less than twelve months, said amount of replacement containers shall be pro-rated. The quantity of replacement containers owed to the City shall be cumulative from year to year. Upon expiration of the Agreement, all remaining containers owed to the City shall be provided within 30 calendar days, unless the City and Contractor mutually agree upon a reasonable form of compensation to the City for said containers. If during any year the Customers require more replacement containers than the number required to be provided by Contractor, Contractor shall supply and deliver containers at Contractor's actual cost, which may include reasonable transportation and administration expenses, not to exceed \$50.00 per container inclusive of all costs, and the City shall

reimburse Contractor for said additional cost within thirty (30) days of receipt of a correct invoice.

Contractor shall notify the City if an individual Customer has required replacement of a container more than twice in a twelve (12) consecutive month period. The City and Contractor shall consult with each other (and with the Customer if deemed appropriate) to develop an appropriate response to the situation.

Containers for used motor oil collection shall be distributed to residents within one week of request. When Contractor collects full or partially full containers from a household, Contractor shall leave the same number of empty containers at the point of collection or inside the empty recycling container.

Contractor shall be required to provide all necessary replacement recycling containers for Multifamily Dwellings, except that upon prior notice to and approval from the City, Contractor may cease service at a Multifamily Dwelling if containers provided to the Multifamily Dwelling are chronically damaged or destroyed. Contractor shall cease billing the City for said units in the month following the discontinuance of service.

Contractor shall be required to provide all necessary replacement recycling containers for City Facilities.

Contractor shall be responsible for providing replacement containers within one week of the request by the Small Business or the City. Contractor shall be solely responsible for the purchase and distribution of replacement containers. During the service Term and extended Term of this Agreement, Contractor shall be responsible for providing one replacement container per calendar year per Small Business for the subscribed level of service. Should the City elect to extend the Agreement for up to twelve months pursuant to Section 3.3, said amount of replacement containers shall be pro-rated in monthly increments based upon the total number of Small Business accounts receiving service at the end of the service Term. Should a participating Small Business require the replacement of more than one lost, stolen, damaged or destroyed containers in a calendar year, Contractor may charge the Small Business for additional replacement containers at Contractor's actual cost, which may include reasonable transportation and administration expenses.

**18.4 Program Equipment.** Contractor is responsible for establishing collection, processing, handling, and marketing arrangements for the Targeted Recyclable Materials. Equipment utilized for collection, processing, and handling of materials may be owned or leased by Contractor.

**18.5 Processing Requirements.** A facility for processing Targeted Recyclable Materials collected in the Program shall be capable of accepting the collected materials and processing them to the degree necessary to be marketable at reasonable prices. Contractor shall maintain adequate procedures, records, and controls to ensure separate and clearly identifiable material reporting of the materials collected by this Agreement.

**18.5.1 Processing Facility Location and Permits.** Any Processing Facility(ies) used by Contractor to fulfill obligations pursuant to this Article shall be located in an area zoned for this type of activity, and shall have all necessary permits and environmental review and clearance. This Article does not authorize or waive any permit requirements.

**18.5.2 Processing System Capacity.** The system shall have sufficient capacity to receive and process, within five (5) business days, all materials collected in one week. There shall be sufficient space at the Processing Facilities to store at least one week's accumulation of materials in the event of equipment failure or downtime, or other acceptable contingency plan.

**18.5.3 Processing Residue.** Any Processing Facility located within the Oakland City limits shall use the City's franchise hauler to dispose of Residue. Maximum allowable Residue levels for Targeted Recyclable Materials are ten percent (10%) by weight for mixed waste paper and five percent (5%) by weight for all other Targeted Recyclable Materials. If Contractor is unable to market specific collected and processed materials, Contractor may request, in writing, authorization from the City Representative to dispose of said materials as Residue. The City Representative shall respond to Contractor in writing within ten (10) business days if authorization will be granted. Contractor shall demonstrate in writing that said materials are not marketable or that marketing said materials is not economically feasible, and the City shall not unreasonably withhold authorization.

**18.6 Flow Control of Processed Material.** The City shall retain the right to redirect processed material to specific markets or end-users locate within the City of Oakland or the boundaries of the Oakland/Berkeley Recycling Market Development Zone. Contractor shall redirect materials subject to all of the following conditions: The City shall give at least ninety (90) days prior written notice of any material redirection. Contractor shall receive payment for the redirected material at a value to be mutually agreed upon at the time Contractor is notified to redirect material, but prior to the material being redirected.

## **18.7 Contractor's Public Education Requirement.**

**18.7.1 Public Education Budget.** Contractor shall be required to allocate or spend \$30,000 each calendar year, beginning in 1999, on Program-related public education activities, which have received prior written approval from the City. In each subsequent year this amount shall be increased by the same percentage, if any, that Rates are increased pursuant to Section 15.3. The City and Contractor agree that the amount to be spent in the 2005 calendar year is \$36,316.42. The City and Contractor may mutually agree to perform joint public education activities using all or some of the annual public education budget. Any unspent funds at year-end shall be deducted from Contractor's monthly payment pursuant to Section 18.9 (g). Upon request by Contractor, the City may, at its option, authorize Contractor to carry forward up to \$15,000 of unspent funds to the following calendar year.

Upon request of the City, Contractor may provide additional public education services pursuant to the provisions of Section 14.2 and Exhibit G. The City shall reimburse Contractor for the cost of providing additional services in an amount to be agreed upon prior to the commencement of such services.

#### **18.7.2 Public Education Activity Requirements.**

(a) By September 1<sup>st</sup> of each year, commencing 1998, Contractor must supply a public education plan for the following year. The City shall review and respond to the proposal within 45 days. Implementation of the plan would begin on January 1<sup>st</sup> of each year.

(b) Contractor shall not perform any work on public education without prior written approval from the City. All materials shall be submitted in writing for review and approval. Written authorization by the City is required prior to final production of any public education materials.

(c) All public education materials must be printed on 100% recycled paper with at least 50% post consumer recycled content with soy based (or other non-toxic) inks.

(d) All public education materials must include the City's Oakland Recycles logo and the City's recycling hotline telephone number, unless waived in writing by the City.

(e) All public education materials must include four languages whenever possible and/or needed (the City will make the determination) and materials must be made accessible to those with disabilities, in accordance with all applicable federal, state, and local laws and regulations, at Contractor's sole cost and expense.

(f) The City shall oversee all press activities including press releases, press conferences, press kits, press packets and general press inquiries regarding the Program.

(g) Public relations activities cannot be applied to the public education budget.

(h) All public relations, press, and public outreach activities that involve the Program must have prior approval from the City whether or not they are being paid from the public education budget.

*The following examples of public education activities would be considered appropriate for public education budget expenditure, and upon mutual agreement between the City and Contractor, could be funded from the public education budget:*

(i) *Materials developed to respond and correct any sector or neighborhood specific public education problems (i.e. collection day confusion);*

- (ii) *Flyers placed in all Single Family Dwelling bins up to twice per year with the distribution to last for two consecutive weeks;*
- (iii) *Posting of up to one poster per year at each recycling bin location at Multifamily Dwellings;*
- (iv) *Instructional information distributed to Multifamily Dwelling property owners/managers to be included with Multifamily Dwelling rental agreements; and*
- (v) *Contribution to schools or other non-profit recycling public education projects such as Re-Festival or East Bay Depot.*

***Activities that shall not qualify as public education expenditures:***

- (i) *All activities associated with operational needs such as, but not limited to, uniforms, uniform maintenance, database management, recycling bin delivery, Customer support;*
- (ii) *All activities which are solely self promotion such as signage promoting only the company's name; and*
- (iii) *Tags for incorrect setouts.*

**18.7.3 Multifamily Dwelling Outreach Program.** The outreach program shall be sufficient to maximize participation by buildings' residents. At a minimum, the following is required of Contractor:

- (a) Prepare and send annually a survey and/or letter to building owners and managers of all participating dwellings informing them of Program parameters and soliciting feedback on Program services in order to maximize participation by buildings' residents.
- (b) Collection service shall be provided within two weeks of Program acceptance by the owner/manager of the Multifamily Dwelling.
- (c) Contractor delivery of recycling containers to Multifamily Dwellings shall include concurrent delivery by Contractor of the City provided public education materials.

**18.8 Reporting Requirements.** Contractor shall be required to keep records and submit reports to comply with City reporting requirements. The reports shall be in a format similar to that of Exhibit V and may be revised upon thirty (30) days notice to Contractor. Each subsequent change in requirements of the recycling report shall be sequentially numbered and attached hereto. In addition, Contractor shall be required to provide certified weight receipts for all materials collected through the Program. Said weight receipts must be obtained using a certified scale. Additionally, material reporting for collections from Single Family and Multifamily Dwellings shall be done separately by a methodology submitted by Contractor and approved by the City.

The City shall perform monitoring and statistical evaluation of the Program with the cooperation of Contractor. The City may, at any time, undertake inspections of Contractor's operations.

The City may also undertake inspections of Contractor's non-operational obligations pursuant to this Article. Said inspections will occur during Contractor's business hours and the City will provide a notification of at least twenty-four (24) hours.

**18.8.1 Monthly Program Status Report.** Contractor shall submit Monthly Program Status Reports for the duration of the Agreement commencing the first month of collection. These reports shall be due on or before the 20<sup>th</sup> day of each subsequent month. The Monthly Program Status Report shall include but not be limited to the following:

(a) Detail report of tonnages of all materials collected, except for used motor oil, which shall be measured by volume, for all materials collected through the Program, which shall include the following data fields for each individual load collected:

1. Date
2. Facility
3. Route number
4. Single Family or Multifamily
5. Weight document number (unique, non-repeating number)
6. Net weight

(b) Summary report of tonnages of all materials, from all suppliers, programs and jurisdictions, shipped from Contractor's Processing Facility. Report shall include the following data fields:

1. Total net weight, in tons, of all fiber shipped for recycling from Contractor's Processing Facility.
2. Total net weight, in tons, of all containers shipped for recycling from Contractor's Processing Facility
3. Total net weight, in tons, of all Processing Residue shipped for disposal from Contractor's Processing Facility

(c) Detail report of new Multifamily Dwelling accounts shall include the following data fields:

1. Address
2. Name and phone number of contact person
3. Number of units
4. Service day
5. Route number
6. Date of delivery of containers and public education material

7. Number of containers by type

(d) Detail report of Small Business accounts that shall include the following data fields:

1. Name of business
2. Address
3. Name and phone number of contact person
4. Start service date
5. Route number
6. Account active or inactive

(e) Detail report of replacement recycling containers and requests for replacement containers that shall include the following data fields:

1. Addresses of eligible Customers who request replacement container(s)
2. The date of request for replacement
3. The date of replacement for each request
4. A summary report of 1 through 3

(f) Detail report of missed collection that shall include the following data fields:

1. Addresses of eligible Customers who reported missed collection
2. Date of report
3. Date of recovery of missed collection
4. Number of collection days from date of report to date of recovery
5. Number of collection days from scheduled service to recovery
6. Route number

**18.8.2 Quarterly Program Status Report.** Contractor shall submit Quarterly Program Status Reports (using calendar quarters) due on or before the 20<sup>th</sup> day of each subsequent quarter. The Quarterly Program Status Reports shall include but not be limited to the following:

(a) Summary of tonnage recovered by route, except for used motor oil, which shall be measured by volume, for both Single Family and Multifamily Dwellings

(b) Summary of container replacement information

(c) Summary of missed or refused collection information

(d) Discussion of problems encountered and noteworthy experiences in Program operation, including recommendations for Program modification

(e) Discussion of public awareness campaign efforts and impacts of said efforts and public education budget expenditures including copies of all invoices

(f) List of vehicles in service including the following information for each vehicle

1. Contractor truck number
2. DMV license plate number
3. Body: Vehicle Identification Number, Make, Model Year
4. Chassis: Vehicle Identification Number, Make, Model Year

(g) Detail report of all Multifamily Dwelling accounts shall include the following data fields

1. Address
2. Name and phone number of contact person
3. Number of units
4. Service day
5. Route number
6. Number of containers by type

**18.8.3 Annual Program Status Report.** Contractor shall submit Annual Program Status Reports due on or before the 20<sup>th</sup> day of each subsequent calendar year being reported. The Annual Program Status Report shall include but not be limited to the following:

(a) A discussion of public awareness campaign activities and their impact on participation and recovered volumes

(b) A summary of public education expenditures

(c) A summary of the quantity of recycling containers and Residential Food Scraps Containers delivered and remaining in stock

(d) Recommendations for modifications and/or improvements to the Program

**18.8.4 Reports.** A copy of any and all reports, manuscripts, software required to run said reports, and any other work product, whether completed or not, that are prepared or developed by Contractor under this Article, shall be considered the property of the City and shall be turned over to the City promptly at the City's request or at the termination of the Agreement.

**18.9 Payment to Contractor.** Monthly payments by the City to Contractor shall be based on the following:

(a) Contractor's monthly Single Family Dwelling price times the number of occupied Single Family Dwellings within the service area during the rate period. The City shall not pay Contractor for more than 55,972 Single Family Dwellings during the Term or any extended Term of this Agreement. Contractor acknowledges that the monthly rate charged for Solid Waste service to newly constructed and occupied Single Family Dwellings within its Service Area during the Term or any extended Term includes its cost for providing Program services. The City shall not be required to reimburse Contractor an additional amount for providing Program services to said dwellings.

(b) Contractor's monthly Multifamily Dwelling price times the number of units actually receiving service during the preceding month. Receipt of collection service shall be demonstrated by the placement and service of recycling containers for Targeted Recyclable Materials in designated areas within the proper confines of the building and consistent with the agreement of building ownership or management. The City shall not pay Contractor for more than 19,045 units during the Term or any extended Term of this Agreement. Contractor acknowledges that the monthly rate charged for Solid Waste service to newly constructed and occupied Multifamily Dwellings within its Service Area during the Term or any extended Term includes its cost for providing Program services. The City shall not be required to reimburse Contractor for an additional amount for providing Program services to said dwellings.

(c) The value of any processed material redirected by the City for market development purposes as determined by the product of the number of tons and the material value determined pursuant to Section 18.6, less any adjustment for rejected material.

(d) Any charges made to the City for used motor oil filter collection pursuant to Section 18.9.1 (d).

(e) Deductions for the assessment of any liquidated damages.

(f) Deductions for obligations of Contractor that the City assumed pursuant to this Agreement.

(g) Deduction for unspent public education funds pursuant to Section 18.7.1.

(h) Deduction for premium backyard service equal to 1/3<sup>rd</sup> of the fee collected by Contractor for said service for each Single Family Dwelling receiving recycling collection outside of Contractor's Service Area.

(i) Deduction equal to Contractor's monthly Household Rate for recycling times the number of newly constructed and occupied Single Family Dwellings and Multifamily Dwelling units initiating Solid Waste collection service outside of Contractor's Service Area. Evidence that is acceptable to the City is (i) a Temporary Certificate of Occupancy as issued by the City's Community and Economic and Development Agency or (ii) confirmation of the commencement of Solid Waste collection service at a location that has previously not received Solid Waste collection

service within three years of the request for new service or has received Solid Waste collection service for fewer than the currently requested number of units. The deduction in Contractor's payment for units subject to this provision shall commence in the month following initiation of Solid Waste collection service. The number of units added shall be cumulative through the end of the service Term or any extended Term.

Contractor shall receive payment from the City within thirty (30) calendar days after the City receives a correct invoice. The City shall contact Contractor within ten (10) business days of invoice receipt if said invoice is incorrect. In the event the City disputes any portion of the amounts set forth in Contractor's monthly billing invoice, the City shall pay those amounts not in dispute, while requesting either clarification or back-up information for those amounts in dispute. Once the dispute is resolved, the City shall pay the mutually agreed upon amount within thirty (30) calendar days.

#### **18.9.1 Monthly Contractor's Payment.**

(a) Beginning January 1, 2005, the City shall pay Contractor for service to Single Family Dwellings at the monthly rate of \$3.20.

(b) The City shall pay Contractor for service to 55,972 Single Family Dwellings.

(c) Beginning January 1, 2005 the City shall pay Contractor for service to Multifamily Dwellings at the monthly rate of \$3.20 per household.

(d) The City shall pay Contractor \$1.78 per used motor oil filter collected and recycled. Monthly reports and invoices shall indicate the number of used motor oil filters collected and recycled.

**18.9.2 Annual Adjustment to Contractor's Payment.** The per household and used motor oil filter payments to Contractor shall be adjusted upward or downward on January 1 of each year beginning January 1, 2006. The recycling rate payments to Contractor in effect as of December 31, 2005 and in each succeeding year of the Term will be adjusted, effective as of the immediately following January 1 of each year, by multiplying each such rate by one hundred percent plus eighty percent (80%) of the percentage change in the Consumer Price Index between the Annual Average (January-December) index in the year immediately preceding the year in which the rates are being changed and the Annual Average index twelve (12) months earlier. The annual increase or decrease in the recycling rate shall not exceed five percent (5%) in any one year.

**18.9.3 Other Adjustments to Contractor's Payment.** The City may adjust the payment made to Contractor for the events described in this section.

**18.9.3.1 Termination of Used Motor Oil Collection Program.** If Contractor's scope of service is modified by the action of changes in federal and/or state laws and regulations with respect to the termination of used motor oil collection, Contractor's per household payment will be adjusted equal to the amount of

the incremental cost of providing said service proposed by Contractor (\$0.04 per dwelling per month), as adjusted for inflation in accordance with Section 18.9.2.

#### **18.9.3.2 Multifamily Recycling Collection Service Audits.**

The City may conduct collection service audits by means of sampling studies, route surveys, or other means. The City and Contractor shall review the methodology to be used for conducting the collection service audit, but the final decision on the methodology to be employed rests solely with the City. Contractor shall make available to the City, or to the authorized agent of the City, access to all operations as necessary to conduct service audits, including but not limited to allowing City staff or authorized agents to ride along on collection vehicles, and access to all Multifamily Dwellings serviced, provided City staff or authorized agents follow Contractor's work and safety rules. Contractor shall designate a representative to participate in the collection service audit on its behalf.

The City may conduct collection service audits twice per calendar year. In the event the City determines through service audits that greater than five percent (5%) of billed Multifamily Dwelling units audited are not being provided with Multifamily Recycling Collection Service, liquidated damages detailed in Exhibit A-1 may be assessed as set forth in Section 16.2.4.

In the event a collection service audit determines more than fifteen percent (15%) of Multifamily Dwelling units audited are not being provided with Multifamily Recycling Collection Service, the frequency of service audits and liquidated damages assessment may be increased to four times per year. The increased frequency of service audits shall continue until it is determined that the percentage of Multifamily Dwelling units not being provided with Multifamily Recycling Collection Service has dropped below fifteen percent (15%).

**18.9.3.3 Alignment of Service and Billing.** It is the intention of the City to compensate Contractor for all Multifamily Dwellings receiving Multifamily Recycling Collection Service and that Multifamily Recycling Collection Service will be provided to all Multifamily Dwellings for which the City is invoiced monthly.

**18.9.3.4 Adding New Multifamily Dwellings.** In order to add new Multifamily Dwellings to service and billing invoice lists, Contractor shall:

(a) Arrange with and obtain approval from building owner/manager for establishment of service at an agreed-upon collection location. Contractor shall inform the building owner/manager that the default service location is on-premises collection at no additional cost.

(b) Arrange with and obtain approval from building owner/manager for delivery of a specified number of recycling containers. Collection service shall be provided within two weeks of Program acceptance by the building owner/manager.

(c) Confirm receipt by Customer of recycling containers.

(d) Concurrent with delivery of the recycling containers, Contractor shall deliver City-approved Program information, including but not limited to printed materials.

**18.9.3.5 Removing Multifamily Dwellings.** In the event it is determined through collection service audits or other means that Contractor is not providing Multifamily Recycling Collection Service to a Multifamily Dwelling, then upon notice from the City, Contractor shall remove the Multifamily Dwelling from its multifamily billing/service list for the next monthly billing period. The Multifamily Dwelling can only be reinstated to active billing/service status after Multifamily Recycling Collection Service has been re-established, per the requirements of Section 18.9.3.4.

**18.9.4 Use of Contractor's Solid Waste Billing System.** Contractor shall make its billing system for franchise Solid Waste collections available to the City for the collection of recycling service fees and the dissemination of education material. These services may include, but not be limited to:

(a) Imposition of a recycling surcharge, either on a per can or per household basis;

(b) The ability to provide a recycling surcharge discount, or to remove said discount to certain households based on specific criteria on a timely basis;

(c) Quarterly verification or summaries of said billing services provided by Contractor to the City; and

(d) The ability to include recycling education material in Contractor's billings to Customer, with reasonable notice.

The City, at its sole discretion, may elect to impose a recycling surcharge not covered in Section 8.3.4. Contractor shall collect and remit such surcharge to the City. In such event, the City shall be obligated to increase the Rates to generate a sufficient amount of revenue to cover the surcharge.

**18.9.5 Profit Sharing Calculation.** On a monthly basis, the City shall perform profit sharing calculations. This shall be calculated on the basis of  $(0.50) * (\text{NetRev})$  where  $\text{NetRev} = \text{Net Revenue}$  (calculated as Gross Revenues as reported in monthly reports of all tons marketed pursuant to this Article) less Processing Cost (as reported in monthly reports for all tons marketed pursuant to this Article).

Profit sharing payments to the City, as calculated above, will be deducted from Contractor's monthly payment only if the  $\text{NetRev/ton}$ , (calculated as  $\text{NetRev}$  divided by total tons marketed in the month pursuant to this Article) exceeds \$100/ton.

**18.10 Assignment or Pledge of Monies by Contractor.** Contractor shall not assign or pledge any of the monies due under this Article without securing the written approval of the surety(ies) on the performance and payment bonds and providing at least thirty (30) calendar days' prior notice to the City Representative of such assignment or pledge together with a copy of surety's approval thereof. Such assignment or pledge, however, shall not release Contractor or its sureties from any obligations or liabilities arising under or because of the Agreement.

**18.11 Assignment of Copyright.** If, in connection with recycling services performed under this Agreement, Contractor or its subcontractors create original artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship used for Public Education that the City pays for and is unique to the City, Contractor hereby assigns all copyrights to any such works to the City. With the approval of the City Representative, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities. Such copyright does not extend to works that are based on material separately conceived and developed by Contractor.

#### ARTICLE 19.00 – GENERAL PROVISIONS

**19.1 Entire Agreement; Exhibits Included.** This Agreement is executed in four (4) originals each of which is deemed to be an original. This Agreement consists of ninety-nine (96) pages and Exhibits A through YY attached hereto and constitutes the entire understanding and agreement of the City and Contractor with respect to the services to be provided under this Agreement. No prior written or oral statement or proposal shall alter any term or provision of this Agreement.

**19.2 Recitals.** The foregoing recitals are true and correct and are an integral part of this Agreement.

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this Sixth Amendment to Franchise Agreement, and have executed this Sixth Amendment to Franchise Agreement effective July 1, 2005.

City of Oakland,  
A municipal corporation

Contractor

Mimi Atagun  
City Administrator's Office Date

[Signature] 3/23/07  
Signature Date

[Signature] 5-9-2007  
Public Works Agency Date

Approved as to form and legality:

[Signature] 5-4-07  
City Attorney's Office Date

11820 C.M.S.  
Ordinance Number

P.O. #3568  
Accounting Number

1335669  
Business Tax Certificate Number

**A. Integrated Solid Waste  
Management Performance  
Standards**

## EXHIBIT A

### SOLID WASTE AND YARD WASTE COLLECTION PERFORMANCE STANDARDS

The performance standards outlined herein apply to Solid Waste and Yard Waste collection and are intended to serve as a guideline for Contractor in providing reliable, courteous and high-quality service. These standards are in addition to service requirements detailed in the Agreement between the City and Contractor. The enumeration of, and specifications of requirements for, particular aspects of service quality shall not relieve Contractor of the duty to provide expert and professional service. All services are to be completed in a timely and professional manner.

#### 1. COLLECTION SCHEDULE

- 1.1 **Collection Hours.** Collection of Solid Waste and Yard Waste may only occur within hours authorized by the City Representative. Hours for residential collection are limited to 6:00 a.m. to 6:00 p.m. Contractor will promptly resolve any complaints of noise during the morning or evening hours of the day to the reasonable satisfaction of the City Representative.
- 1.2 **Collection Frequency.** Contractor shall provide one Solid Waste pickup per week and one Yard Waste pickup bi-weekly, unless otherwise directed by the City's Representative, at the curbside for all Single Family Dwellings with the exception of backyard service for frail senior citizens and disabled Customers and for Customers paying an additional charge for backyard service. The City may direct Contractor to pickup Yard Waste on a schedule less frequently than bi-weekly, however, Contractor is only obligated to pick up (in addition to Solid Waste) either Recyclables or Yard Waste each week in recycling sectors C and D. Contractor shall pick up Yard Waste in recycling sectors A and B bi-weekly unless directed by City to pick up on a less frequent schedule. Contractor may provide and charge for less-than-weekly Solid Waste service for those residential customers receiving reduced service as of the execution of this Agreement. Any additional residential customers requesting reduced services shall require the approval of the City.
- 1.3 **Day of Service.** Contractor shall provide Solid Waste and Yard Waste collection on the same day of the week.
- 1.4 **Businesses.** Contractor shall provide weekly (at a minimum) collection of Solid Waste from Businesses with containers sized to appropriately service the needs of the Customer and collection on a frequency as required by

the Customer.

- 1.5 **Holidays.** Contractor need not provide collection services on holidays. Holidays, currently, are defined as New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall service accounts which fall on holidays on the next working day. Contractor shall be responsible to adequately notify Customers and the City at least thirty (30) days in advance of changes in the Solid Waste of Yard Waste collection day because of a holiday schedule.

## 2. GENERAL REQUIREMENTS

- 2.1 **Care of Private Property.** Reasonable care shall be used by Contractor's employees in handling all collection containers and enclosures, and all damage caused thereto by the negligence or carelessness of Contractor's employees shall be promptly adjusted with the owner thereof. All collection containers after emptying thereof by Contractor's employees shall be returned to within five (5) feet of the location from which the same were picked up by the Contractor's employees, upright with lids properly secured, and Contractor's employees shall use all reasonable means to insure same are not deposited in a manner that blocks any driveway, sidewalk or street. Contractor shall ensure that its employees close all gates opened by them in making collections, unless otherwise directed by the Customer, and avoid crossing landscaped areas and climbing or jumping over hedges and fences. The City shall refer complaints about damage to private property to Contractor. Contractor shall repair all damage to private property caused by its employees.
- 2.2 **Noise.** All Solid Waste and Yard Waste collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet and at a height of five (5) feet from the collection vehicle. The City may conduct random checks of noise emission levels to ensure such compliance.
- 2.3 **Record of Non-Collection.** Contractor may refuse the collection of any Solid Waste or Yard Waste set-out for collection under the following circumstances: (i) the Solid Waste contains Hazardous Wastes or other materials prohibited from disposal as identified in the Oakland Municipal Code in excess of de minimis quantities

permitted by Section 1.21 of the Agreement; (ii) the Yard Waste contains contaminants or other materials prohibited from disposal as identified in the Oakland Municipal Code. If Solid Waste or Yard Waste is rejected for collection, Contractor shall leave a multi-lingual red tag (English, Spanish, Chinese, and any other languages specified by the City Representative) provided at Contractor's cost at least 2"x6" in size, on which Contractor has provided Contractor's telephone number and indicated the reasons for Contractor's refusal to collect the Solid Waste or Yard Waste, giving reference to the section of the Oakland Municipal Code or to the section of this Agreement which has been violated, and which gives grounds for Contractor's refusal. At the City's request, a copy of any non-collection tag, along with the name and address of the party tagged shall be delivered to the City Representative within 24 hours of the City's request. Contractor shall provide the City with a monthly log of all non-collection complaints by category.

In addition, Contractor shall maintain, at Contractor's place of business, a log book listing all complaints and taggings. Said log book shall contain the names and addresses of parties involved, date of such complaint or tagging, nature of same and date and manner of disposition of each case. Such log shall be kept so that it may conveniently be inspected by a representative of the City upon request.

### **3. LITTER ABATEMENT**

**3.1 Minimization of Spills.** Contractor shall use due care to prevent Solid Waste and Yard Waste from being spilled or scattered during the collection or transportation process. If any Solid Waste or Yard Waste is spilled during collection, Contractor shall promptly clean-up all spilled materials. Each collection vehicle shall carry a broom and shovel at all times for this purpose.

**3.2 Clean-up.** During the collection or transportation process, the Contractor shall clean up litter in the immediate vicinity of any Solid Waste or Yard Waste storage area (including the areas where collection bins are delivered for collection) whether or not Contractor has caused the litter. Contractor shall also collect Solid Waste and Yard Waste placed for collection in excess of the capacity of the container or the volumetric or weight limits on Yard Waste, subject to Contractor's right to bill the Customer a surcharge for the excess amount (Overage), as provided in this Agreement. Contractor shall discuss instances of repeated spillage not caused by it directly with the Customer and will

report such instances on its log book.

**3.3 Covering of Loads.** Contractor shall cover all open debris boxes during transport.

**3.4 Oil or Other Vehicle Fluid Spills.** Contractor is responsible for cleaning-up all oil or vehicle fluid spills immediately and must notify the City within 24 hours of each such spill. All vehicles must carry an acceptable absorbent material to use in the event of spills. Repair for damages caused by oil or other vehicle fluid spills shall be at Contractor's expense. Contractor shall provide a suitable safety training program for all of its employees and shall be responsible for informing its employees of the proper procedures to follow in the event of an oil or vehicle fluid spill.

#### **4. VEHICLES**

**4.1 General.** Contractor shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Contractor shall have available on collection days sufficient back-up vehicles for each type of collection vehicle used (i.e., rear loader, front loader, roll-off, etc.) to respond to complaints and emergencies.

**4.2 Specifications.** All vehicles used by Contractor in providing Solid Waste and Yard Waste collection services shall be registered with the California Department of Motor Vehicles. All such vehicles shall have water-tight bodies designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations.

**4.3 Vehicle Identification.** Contractor's name, local telephone number, and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2-1/2) inches high. Identification numbers shall be located on the front and back of the vehicle.

**4.4 Equipment Inventory.** Contractor shall furnish sufficient equipment to provide all service required under this Agreement, including back-up collection vehicles. If requested by the City, Contractor shall promptly furnish a written inventory of all vehicles, including collection vehicles, used in providing service. The inventory shall list all vehicles by manufacturer, ID number, date of

acquisition, type and capacity.

- 4.5 Cleaning and Maintenance.** Contractor shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times. Vehicles used in the collection of Solid Waste and Yard Waste shall be thoroughly washed and thoroughly steam cleaned on a regular basis as to present a clean appearance. All graffiti shall be removed immediately. City may inspect vehicles at any time to determine compliance with sanitation requirements. Contractor shall make vehicles available to the Alameda County Health Department for inspection, at any frequency it requests.

Contractor shall (i) inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly; and (ii) perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to the City upon request.

Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with the City's applicable zoning regulations.

Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

## **5. COLLECTION CONTAINERS**

- 5.1 General.** Contractor shall provide bins and drop boxes for storage of Solid Waste which shall be designed and constructed to be water tight so as to prevent the leakage of liquids. All containers with the capacity of one cubic yard or more shall meet applicable Federal regulations and Solid Waste bin safety. All containers shall be a standard color (subject to City Approval) and shall prominently display the name and telephone number of Contractor.

- 5.2 Cleaning, Painting and Maintenance.** Contractor shall steam clean and repaint all containers on a regular basis so as to present a clean appearance. All containers

shall be maintained in a functional condition. All graffiti shall be removed on an on-going basis. If there are repeated incidents of graffiti being placed on a container at the service location, the City and Contractor will discuss with the Customer ways of reducing such incidents.

- 5.3 **Repair and Replacement.** Contractor shall repair or replace all containers damaged by collection operations. Contractor shall be solely responsible for the replacement of any damaged, destroyed, or stolen Solid Waste and Yard Waste containers within five (5) business days of notification by Customer or the City.
- 5.4 **Change in Service Level.** For Customers who request a change in service level, Contractor shall provide a larger or smaller cart to said Customer within seven (7) days of the request. The Customer's bill shall be adjusted accordingly to reflect Customer's new level of service.
- 5.5 **Solid Waste Container.** Contractor shall provide and deliver a standard container to each Single Family Dwelling (a pre-assembled, 35 gallon, wheeled cart, or a 20 gallon wheeled mini-can), the color of which is subject to the review and approval of the City. Contractor shall have available, and provide upon request, 20 gallon, 35 gallon, 64 gallon and 96 gallon wheeled carts or their comparable equivalent.
- 5.6 **Yard Waste Container.** Contractor shall provide and deliver to each Single Family Dwelling with one unit a pre-assembled, 64 gallon, wheeled cart, the color of which is subject to the review and approval of the City. Contractor will provide written notice to owners of all Single Family Dwellings with two through four units of the availability of separate Yard Waste collection and directions on how it can be subscribed for. The City shall review and approve the form and content of such notice. The notice, or a revised update, will be sent to non-subscribing Single Family Dwelling owners annually, and whenever Contractor has become aware of a change in ownership of such non-subscribing Single Family Dwelling.
- 5.7 **Ownership of Containers.** Contractor shall be the owner of all containers provided to Customers for Solid Waste and Yard Waste service.

## 6. PERSONNEL

- 6.1 **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other

personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

- 6.2 Driver Qualifications.** All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.
- 6.3 Safety Training.** Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of Solid Waste or Yard Waste or who are otherwise directly involved in such collection. Contractor shall train its employees involved in Solid Waste collection to identify, and not to collect, Hazardous Waste or Unacceptable Waste.
- 6.4 No Gratuities.** Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the collection of Solid Waste or Yard Waste under this Agreement.
- 6.5 Employee Conduct and Courtesy.** Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures.
- 6.6 Provision of Field Supervision.** Contractor shall designate an adequate number of field supervisors to check on collection operations, including responding to complaints.
- 6.7 Identification.** All representatives of Contractor shall display and/or provide proper identification or documentation exhibiting their association with Contractor while operating in the field.
- 6.8 Uniforms.** Uniforms shall be worn by all of Contractor's field employees.

## **7. SERVICE COMPLAINTS**

7.1 **General.** Contractor shall maintain a written log of all oral and written service complaints registered with Contractor from Customers within the City. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable solution of, all Customer complaints. Contractor shall record in a separate log all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. This complaint log shall be retained by Contractor. Such log shall be kept so that it may conveniently be inspected by representatives of the City upon request.

7.2 **Response to Complaints.** Contractor shall respond to all complaints from Customers within twenty-four (24) hours, weekends and holidays excluded. In particular, if a complaint involves a failure to collect Solid Waste or Yard Waste from the Customer, as required by this Agreement, Contractor shall collect the Solid Waste or Yard Waste within such twenty-four (24) hour period, provided it has been delivered for collection in accordance with the Oakland Municipal Code, unless Contractor and Customer agree upon a different timeframe.

## 8. **UNAUTHORIZED DUMPING**

8.1 **Report of Accumulation of Solid Waste.** Contractor shall direct its drivers to note (i) the addresses of any premises at which they observe that Solid Waste is accumulating and is not being delivered for collection; and (ii) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to the City within one working day of such observation.

**A-1 Liquidated Damages**

**1. Collection Reliability**

- a) For each failure to commence service to a new customer account within seven (7) days after order, which is less than a 99.9% success rate daily: **\$150.00**
- b) For each failure to collect Solid Waste, which has been properly set out for collection, from an established customer account on the scheduled collection day and not collected within a twenty-four hour (24) hour period which is less than a 99.9% success rate daily: **\$150.00**
- c) For each failure to collect Solid Waste, which has been properly set out for collection, from the same customer on two (2) consecutive scheduled pickup days: **\$150.00**
- d) For each failure to collect missed recyclables within twenty-four (24) hours, or next business day, after a missed pick-up order is given to the Contractor:  
**\$30.00 each dwelling, maximum of \$300 per route, per day**

**2. Collection Quality**

- a) For each occurrence of failure to properly return empty containers to avoid pedestrian or vehicular traffic impediments or to place cans upright with lids secured (in areas where Customers own their containers, if applicable) which is less than a 99.9% success rate daily: **\$150.00**
- b) For each proven occurrence of obvious uncourtary discourteous behavior to a customer: **\$150.00**
- c) For each failure to clean up Solid Waste or Yard Waste spilled from curbside containers which is less than a 99.9% success rate daily: **\$150.00**
- d) For each occurrence of collecting Solid Waste during unauthorized hours which is less than a 99.9% success rate daily: **\$150.00**
- e) For each failure to empty street litter containers on a designated schedule unless authorized by the City which is less than a 99.9% success rate daily: **\$100.00**
- f) For each incident of the Contractor disposing as Solid Waste marketable Targeted Recyclable Materials: **\$100.00 per incident**
- g) For each verifiable occurrence of the Contractor mixing marketable Targeted Recyclable Materials with Solid Waste: **\$100.00 per occurrence**

**3. Customer Responsiveness**

- a) For each failure to initially respond to a customer complaint within one (1) business day which is less than a 99.9% success rate daily: **\$150.00**
- b) For each failure to carry out responsibilities for establishing service which is less than a 99.9% success rate daily: **\$150.00**

- c) For each failure of driver/driver's helper to be in uniform: **\$50.00**
- d) Failure to meet the Customer on-hold waiting time performance standard shall result assessment of liquidated damages as follows:

<u>Above Standard</u>	<u>Assessment</u>
Greater than three minutes and up to four	\$3,000 per month
Greater than four minutes and up to five	\$6,000 per month
Over five minutes	\$9,000 per month

#### **4. Reporting**

- a) Failure to provide accurate reports required under the Agreement. A report shall be considered late until such time as a complete and accurate report is received by the City

For each calendar day a report is late:	<b>\$250.00</b>
For submittal of inaccurate data:	<b>\$500.00</b>

- b) Disposing of Yard Waste collected for recycling as Solid Waste without prior written authorization from the City
- c) For each failure to provide within five days of the due date Contractor's employee list as specified in Section 17.31.1.6.

For each calendar day the report is late:	<b>\$500.00</b>
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#### **5. Multi-Family Recycling**

- a) Per Section 18.9.3.2, in the event that Multi-Family collection service audit shows that greater than 5% of multi-family accounts sampled are not being provided with Multi-Family Collection Service

**One-time assessment of 1 percent of total monthly payment to Contractor for Multi Family Dwellings\* for EACH percentage point above 5%**

**(\* based on most recent monthly invoice received by City prior to date of assessment)**

#### **6. Truck Routes**

Failure of collection and transport vehicles owned or operated by Contractor to use designated truck routes going to or leaving processing facilities.


**\$25 per incident and \$100.00 per incident if within ten (10) business days the same vehicle is again in violation.**

**B-1 Rates Effective  
September 1, 1995**

**City of Oakland**  
**Single Family Residential Rates**  
**As Of September 1, 1995**

	<b>Rates</b>
One Can Service - Residential Rate	\$14.34
One Can Service - Commercial Rate	\$16.12
Every Additional Can	Res. \$16.89 Comm. \$15.92
Mini Can Rate - 20 Gallon May Not Be On Call May Not Have In Addition To Single Can	\$10.68
Special P/U Rate - Other Than Regular Day	\$14.34
Special P/U Rates - Regular Day	\$3.81
Backyard Surcharge (Effective January 1, 1996)	\$6.00
Contractor Supplied Carts	\$4.00
Customer Supplied 32 Gallon Can	
Over-Gallon Rate	Res. \$0.53 Comm. \$0.50
<b>Trailer Parks &amp; Multi Family Units (5 &amp; Above)</b>	
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount	
One 32 Gal. Can Per Unit	\$11.35
If 2nd Can Is Requested And Paid by Occupant	\$16.89
Bag It Rate	\$3.00

Rates Include Street Cleaning



**City of Oakland**  
**Apartment House Rates**  
**15% Discount**  
**As Of September 1, 1995**

**Rates for apartment complexes with 5 or more units.**

***These rates DO NOT INCLUDE the curbside clean-up charge.***

	1 / WEEK	2 / WEEK	3 / WEEK	4 / WEEK	5 / WEEK
FULL RATE	13.35	26.69	40.04	53.38	66.73
LESS 15%	11.35	22.70	34.05	45.40	56.70
# OF UNITS					
5	56.75	113.50	170.25	227.00	283.50
6	68.10	136.20	204.30	272.40	340.20
7	79.45	158.90	238.35	317.80	396.90
8	90.80	181.60	272.40	363.20	453.60
9	102.15	204.30	306.45	408.60	510.30
10	113.50	227.00	340.50	454.00	567.00
11	124.85	249.70	374.55	499.40	623.70
12	136.20	272.40	408.60	544.80	680.40
13	147.55	295.10	442.65	590.20	737.10
14	158.90	317.80	476.70	635.60	793.80
15	170.25	340.50	510.75	681.00	850.50
16	181.60	363.20	544.80	726.40	907.20
17	192.95	385.90	578.85	771.80	963.90
18	204.30	408.60	612.90	817.20	1,020.60
19	215.65	431.30	646.95	862.60	1,077.30
20	227.00	454.00	681.00	908.00	1,134.00

Rates Include Street Cleaning



**City of Oakland  
Commercial Rates For Bins  
As Of September 1, 1995**

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$75.30	\$152.55	\$231.99	\$323.16	\$393.18	\$463.26	\$24.25
1.5 Yard	\$105.35	\$192.90	\$308.47	\$441.66	\$548.84	\$656.03	\$31.00
2 Yard	\$137.75	\$254.50	\$408.40	\$585.61	\$728.18	\$870.80	\$37.80
3 Yard	\$197.40	\$372.55	\$602.42	\$867.31	\$1,080.14	\$1,292.96	\$50.70
4 Yard	\$260.50	\$494.00	\$800.20	\$1,153.15	\$1,436.59	\$1,720.03	\$63.80
6 Yard	\$361.30	\$694.05	\$1,026.75	\$1,359.50	\$1,692.20	\$2,024.90	\$85.45
7 Yard	\$422.60	\$810.80	\$1,198.95	\$1,587.15	\$1,975.30	\$2,363.50	\$97.95

Rates Include Street Cleaning



**City of Oakland  
Roll Off Rates  
As Of September 1, 1995**

<b>Box Size</b>	<b>Rates</b>
20 Yard Box or Less	\$313.77
30 Yard Box	\$470.66
40 Yard Box	\$627.54
50 Yard Box	\$784.43
Relocation Charge	\$62.90
Stand-by Time	\$72.50
Placement Charge	\$42.15
Demurrage Charge Per Week	\$20.30
Demurrage Charge Per Day Thereafter	\$2.90
Flasher Charge per Pull	\$21.05
Per Additional Yard if Overloaded 6 Yards or More	\$15.70

Note: Compactor Rates twice the regular rate.  
Demurrage charged to permanent customers when frequency  
falls below minimum level of service of 1 time per week.

Rates Include Street Cleaning



**B-2 Rates Effective July 1, 1995**

City of Oakland  
Single Family Residential Rates  
As Of July 1, 1996

	Contractor Supplied Carts	Customer Supplied Cans
Curbside Service	\$11.37	
Mini Can Rate - 20 Gallon	\$15.27	
35 Cart	\$33.26	
64 Cart	\$51.25	
96 Cart		
Premium Backyard Service	\$17.37	\$15.37
Mini Can Rate - 20 Gallon	\$21.27	\$19.27
35 Cart	\$39.26	\$37.26
64 Cart	\$57.25	\$55.25
96 Cart	12.5%	
Low Income Senior Rate Discount		
Physically Disabled Customers receive backyard service at curbside rates.		
One Can Service - Commercial Rate	\$17.17	
Additional 32 gallon	\$16.95	
Special P/U Rate - Other Than Regular Day	\$15.27	
Special P/U Rates - Regular Day	\$4.06	
Excess/Overage Charge - \$5 plus overgallage	Res. \$0.56 Comm. \$0.53	
<b>Trailer Parks &amp; Multi Family Units (5 &amp; Above)</b>		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount		
One 32 Gal. Can Per Unit	\$13.08	
If 2nd Can Is Requested And Paid by Occupant	\$17.99	
Bag It Rate	\$3.20	

Rates Include Street Cleaning



**City of Oakland**  
**Multi Family Residential Rates**  
**8% Discount**  
**As Of July 1, 1996**

**Rates for apartment complexes with 5 or more units.**

***These rates DO NOT INCLUDE the curbside clean-up charge.***

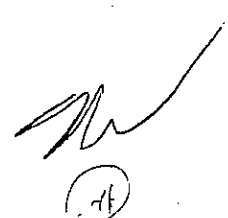
	1 / WEEK	2 / WEEK	3 / WEEK	4 / WEEK	5 / WEEK
FULL RATE	14.22	28.44	42.66	56.88	71.10
LESS 8%	13.08	26.15	39.25	52.35	65.40
# OF UNITS					
5	65.41	130.75	196.25	261.75	327.00
6	78.49	156.90	235.50	314.10	392.40
7	91.58	183.05	274.75	366.45	457.80
8	104.66	209.20	314.00	418.80	523.20
9	117.74	235.35	353.25	471.15	588.60
10	130.82	261.50	392.50	523.50	654.00
11	143.91	287.65	431.75	575.85	719.40
12	156.99	313.80	471.00	628.20	784.80
13	170.07	339.95	510.25	680.55	850.20
14	183.15	366.10	549.50	732.90	915.60
15	196.24	392.25	588.75	785.25	981.00
16	209.32	418.40	628.00	837.60	1,046.40
17	222.40	444.55	667.25	889.95	1,111.80
18	235.48	470.70	706.50	942.30	1,177.20
19	248.57	496.85	745.75	994.65	1,242.60
20	261.65	523.00	785.00	1,047.00	1,308.00

Rates Include Street Cleaning

**City of Oakland  
Commercial Rates For Bins  
As Of July 1, 1996**

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$80.20	\$162.46	\$255.19	\$355.47	\$432.50	\$509.58	\$26.68
1.5 Yard	\$112.20	\$205.44	\$339.32	\$485.82	\$603.73	\$721.63	\$34.10
2 Yard	\$146.71	\$271.05	\$449.24	\$644.17	\$800.99	\$957.88	\$41.58
3 Yard	\$210.23	\$396.77	\$662.67	\$954.04	\$1,188.15	\$1,422.26	\$55.77
4 Yard	\$270.92	\$513.76	\$832.20	\$1,199.28	\$1,494.05	\$1,788.83	\$66.35
6 Yard	\$375.75	\$721.81	\$1,067.81	\$1,413.87	\$1,759.88	\$2,105.89	\$88.87
7 Yard	\$439.50	\$843.23	\$1,246.90	\$1,650.63	\$2,054.31	\$2,458.03	\$101.86

Rates Include Street Cleaning



**City of Oakland  
Roll Off Rates  
As Of July 1, 1996**

<b>Box Size</b>	<b>Rates</b>
20 Yard Box or Less	\$334.20
30 Yard Box	\$501.30
40 Yard Box	\$668.39
50 Yard Box	\$835.49
Relocation Charge	\$67.00
Stand-by Time	\$77.20
Placement Charge	\$44.90
Demurrage Charge Per Week	\$21.60
Demurrage Charge Per Day Thereafter	\$3.10
Flasher Charge per Pull	\$22.40
Per Additional Yard if Overloaded 6 Yards or More	\$16.70

Note: Compactor Rates twice the regular rate.  
Demurrage charged to permanent customers when frequency falls below minimum level of service of 1 time per week.

Rates Include Street Cleaning



**B-3 Rates Effective July 1, 1996**

## Exhibit B-3

### City of Oakland Single Family Residential Rates July 1, 1997 - June 30, 1998

	Contractor Supplied Carts	Customer Supplied Cans
Curbside Service	\$11.76	
Mini Can Rate - 20 Gallon	\$15.79	
35 Cart	\$34.40	
64 Cart	\$53.00	
96 Cart		
Premium Backyard Service	\$17.96	\$15.90
Mini Can Rate - 20 Gallon	\$22.00	\$19.93
35 Cart	\$40.60	\$38.53
64 Cart	\$59.21	\$57.14
96 Cart		
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
	12.5%	
Low Income Senior Rate Discount		
	\$3.31	
Bag It Rate		
	\$15.79	
Residential Special P/U Rate - Other Than Regular Day	\$4.20	
Residential Special P/U Rate - Regular Day - Scheduled	\$6.00	
Residential Special P/U Rate - Regular Day - Unscheduled		
	\$17.76	
One 32-gallon Can Service - Commercial Rate	\$17.53	
Additional 32 gallon can	\$0.55 per gallon	
Monthly Excess/Overage Charge - Can Service		
Bin Service - Monthly Excess/Overage Charge	Res. \$0.58 per gallon	
	Comm. \$0.55 per gallon	
Trailer Parks & Multi Family Units (5 & Above)		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount	\$13.53	
One 32 Gal. Can Per Unit		
If 2nd Can is Requested	\$18.61	
And Paid by Occupant		

City of Oakland  
Multi Family Residential Rates  
Rates INCLUDE 8% Discount  
July 1, 1997 - June 30, 1998

*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.

	1 / week	2 / week	3 / week	4 / week	5 / week
Discounted rate	\$13.53	\$27.06	\$40.59	\$54.12	\$67.65
# of units					
5	\$67.65	\$135.30	\$202.95	\$270.60	\$338.25
6	\$81.18	\$162.36	\$243.54	\$324.72	\$405.90
7	\$94.71	\$189.42	\$284.13	\$378.84	\$473.55
8	\$108.24	\$216.48	\$324.72	\$432.96	\$541.20
9	\$121.77	\$243.54	\$365.31	\$487.08	\$608.85
10	\$135.30	\$270.60	\$405.90	\$541.20	\$676.50
11	\$148.83	\$297.66	\$446.49	\$595.32	\$744.15
12	\$162.36	\$324.72	\$487.08	\$649.44	\$811.80
13	\$175.89	\$351.78	\$527.67	\$703.56	\$879.45
14	\$189.42	\$378.84	\$568.26	\$757.68	\$947.10
15	\$202.95	\$405.90	\$608.85	\$811.80	\$1,014.75
16	\$216.48	\$432.96	\$649.44	\$865.92	\$1,082.40
17	\$230.01	\$460.02	\$690.03	\$920.04	\$1,150.05
18	\$243.54	\$487.08	\$730.62	\$974.16	\$1,217.70
19	\$257.07	\$514.14	\$771.21	\$1,028.28	\$1,285.35
20	\$270.60	\$541.20	\$811.80	\$1,082.40	\$1,353.00

City of Oakland  
Commercial Rates For Bins  
July 1, 1997 - June 30, 1998

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$82.94	\$168.02	\$263.92	\$367.63	\$447.29	\$527.01	\$27.59
1.5 Yard	\$116.04	\$212.47	\$350.92	\$502.44	\$624.38	\$746.31	\$35.27
2 Yard	\$151.73	\$280.32	\$464.60	\$666.20	\$828.38	\$990.64	\$43.00
3 Yard	\$217.42	\$410.34	\$685.33	\$986.67	\$1,228.78	\$1,470.90	\$57.68
4 Yard	\$280.19	\$531.33	\$860.66	\$1,240.30	\$1,545.15	\$1,850.01	\$68.62
6 Yard	\$388.60	\$746.50	\$1,104.33	\$1,462.22	\$1,820.07	\$2,177.91	\$91.91
7 Yard	\$454.53	\$872.07	\$1,289.54	\$1,707.08	\$2,124.57	\$2,542.09	\$105.34

City of Oakland  
Roll Off Rates  
July 1, 1997 - June 30, 1998

Box Size	Rates
20 Yard Box or Less	\$345.63
30 Yard Box	\$518.44
40 Yard Box	\$691.25
50 Yard Box	\$864.06

Relocation Charge	\$69.29
Stand-by Time	\$79.84
Placement Charge	\$46.44
Demurrage Charge Per Week	\$22.34
Demurrage Charge Per Day Thereafter	\$3.21
Flasher Charge per Pull	\$23.17
Per Additional Yard if Overloaded 6 Yards or More	\$17.27

Note:      Compactor Rates twice the regular rate.  
              Demurrage charge to permanent customers when frequency  
              falls below minimum level of service of 1 time per week.

**B-4 Rates Effective July 1, 1997**

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City

Exhibit B-4

City of Oakland  
**Single Family Residential Rates**  
 July 1, 1998 - June 30, 1999

	Contractor Supplied Carts	Customer Supplied Cans
<b>Curbside Service</b>		
Mini Can Rate - 20 Gallon	\$12.32	
35 Cart	\$16.54	
64 Cart	\$36.04	
96 Cart	\$55.53	
<b>Premium Backyard Service</b>		
Mini Can Rate - 20 Gallon	\$18.82	\$16.66
35 Cart	\$23.05	\$20.88
64 Cart	\$42.54	\$40.37
96 Cart	\$62.04	\$59.87
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
Low Income Senior Rate Discount	12.5%	
Bag It Rate	\$3.47	
Residential Special P/U Rate - Other Than Regular Day	\$16.54	
Residential Special P/U Rate - Regular Day - Scheduled	\$4.40	
Residential Special P/U Rate - Regular Day - Unscheduled	\$6.29	
One 32-gallon Can Service - Commercial Rate	\$18.61	
Additional 32 gallon can	\$18.37	
Monthly Excess/Overage Charge - Can Service	\$0.58	per gallon
Bin Service - Monthly Excess/Overage Charge	Res. \$0.61 Comm. \$0.58	per gallon per gallon
<b>Trailer Parks &amp; Multi Family Units (5 &amp; Above)</b>		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount		
One 32 Gal. Can Per Unit	\$14.18	
If 2nd Can is Requested And Paid by Occupant		
	\$19.50	

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*Handwritten initials and signature:*  
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 WMAC CITY

**City of Oakland  
 Multi Family Residential Rates  
 Rates INCLUDE 8% Discount  
 July 1, 1998 - June 30, 1999**

*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.

	1 / week	2 / week	3 / week	4 / week	5 / week
Discounted rate	\$14.18	\$28.36	\$42.54	\$56.72	\$70.90
<b># of units</b>					
5	\$70.90	\$141.80	\$212.70	\$283.60	\$354.50
6	\$85.08	\$170.16	\$255.24	\$340.32	\$425.40
7	\$99.26	\$198.52	\$297.78	\$397.04	\$496.30
8	\$113.44	\$226.88	\$340.32	\$453.76	\$567.20
9	\$127.62	\$255.24	\$382.86	\$510.48	\$638.10
10	\$141.80	\$283.60	\$425.40	\$567.20	\$709.00
11	\$155.98	\$311.96	\$467.94	\$623.92	\$779.90
12	\$170.16	\$340.32	\$510.48	\$680.64	\$850.80
13	\$184.34	\$368.68	\$553.02	\$737.36	\$921.70
14	\$198.52	\$397.04	\$595.56	\$794.08	\$992.60
15	\$212.70	\$425.40	\$638.10	\$850.80	\$1,063.50
16	\$226.88	\$453.76	\$680.64	\$907.52	\$1,134.40
17	\$241.06	\$482.12	\$723.18	\$964.24	\$1,205.30
18	\$255.24	\$510.48	\$765.72	\$1,020.96	\$1,276.20
19	\$269.42	\$538.84	\$808.26	\$1,077.68	\$1,347.10
20	\$283.60	\$567.20	\$850.80	\$1,134.40	\$1,418.00

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City of Oakland  
Commercial Rates For Bins  
July 1, 1998 - June 30, 1999

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$86.90	\$176.05	\$276.54	\$385.20	\$468.67	\$552.20	\$28.91
1.5 Yard	\$121.59	\$222.63	\$367.69	\$526.46	\$654.23	\$781.98	\$36.96
2 Yard	\$158.98	\$293.72	\$486.81	\$698.04	\$867.98	\$1,037.99	\$45.06
3 Yard	\$227.81	\$429.95	\$718.09	\$1,033.83	\$1,287.52	\$1,541.21	\$60.44
4 Yard	\$293.58	\$556.73	\$901.80	\$1,299.59	\$1,619.01	\$1,938.44	\$71.90
6 Yard	\$407.18	\$782.18	\$1,157.12	\$1,532.11	\$1,907.07	\$2,282.01	\$96.30
7 Yard	\$476.26	\$913.75	\$1,351.18	\$1,788.68	\$2,226.12	\$2,663.60	\$110.38

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City of Oakland  
Roll Off Rates  
July 1, 1998 - June 30, 1999

*Handwritten signatures and initials:*  
HMAC City

Box Size	Rates
20 Yard Box or Less	\$362.15
30 Yard Box	\$543.22
40 Yard Box	\$724.29
50 Yard Box	\$905.36

Relocation Charge	\$72.60
Stand-by Time	\$83.66
Placement Charge	\$48.66
Demurrage Charge Per Week	\$23.41
Demurrage Charge Per Day Thereafter	\$3.36
Flasher Charge per Pull	\$24.28
Per Additional Yard if Overloaded 6 Yards or More	\$18.10

Note: Compactor Rates twice the regular rate.  
Demurrage charge to permanent customers when frequency falls below minimum level of service of 1 time per week.

**B-5 Rates Effective July 1, 1998**

Exhibit-B-5

City of Oakland  
Single Family Residential Rates  
July 1, 1999 - June 30, 2000

	Contractor Supplied Carts	Customer Supplied Cans
<b>Curbside Service</b>		
Mini Can Rate - 20 Gallon	\$12.72	
35 Cart	\$17.08	
64 Cart	\$37.22	
96 Cart	\$57.35	
<b>Premium Backyard Service</b>		
Mini Can Rate - 20 Gallon	\$19.44	\$17.20
35 Cart	\$23.80	\$21.56
64 Cart	\$43.93	\$41.69
96 Cart	\$64.07	\$61.83
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
Low Income Senior Rate Discount	12.5%	
Bag It Rate	\$3.58	
Residential Special P/U Rate - Other Than Regular Day	\$17.08	
Residential Special P/U Rate - Regular Day - Scheduled	\$4.54	
Residential Special P/U Rate - Regular Day - Unscheduled	\$6.50	
One 32-gallon Can Service - Commercial Rate	\$19.22	
Additional 32 gallon can	\$18.97	
Monthly Excess/Overage Charge - Can Service	\$0.60	per gallon
Bin Service - Monthly Excess/Overage Charge	Res. \$0.63 Comm. \$0.60	per gallon per gallon
<b>Trailer Parks &amp; Multi Family Units (5 &amp; Above)</b>		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount		
One 32 Gal. Can Per Unit	\$14.64	
If 2nd Can is Requested And Paid by Occupant		
	\$20.14	

  
 City of Oakland  
**Multi Family Residential Rates** <sup>(Hr)</sup>  
 Rates Discounted to Account for Tenant Vacancy  
 July 1, 1999 - June 30, 2000

*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.

Discounted rate	1 / week	2 / week	3 / week	4 / week	5 / week
	\$14.64	\$29.28	\$43.92	\$58.56	\$73.20
# of units					
5	\$73.20	\$146.40	\$219.60	\$292.80	\$366.00
6	\$87.84	\$175.68	\$263.52	\$351.36	\$439.20
7	\$102.48	\$204.96	\$307.44	\$409.92	\$512.40
8	\$117.12	\$234.24	\$351.36	\$468.48	\$585.60
9	\$131.76	\$263.52	\$395.28	\$527.04	\$658.80
10	\$146.40	\$292.80	\$439.20	\$585.60	\$732.00
11	\$161.04	\$322.08	\$483.12	\$644.16	\$805.20
12	\$175.68	\$351.36	\$527.04	\$702.72	\$878.40
13	\$190.32	\$380.64	\$570.96	\$761.28	\$951.60
14	\$204.96	\$409.92	\$614.88	\$819.84	\$1,024.80
15	\$219.60	\$439.20	\$658.80	\$878.40	\$1,098.00
16	\$234.24	\$468.48	\$702.72	\$936.96	\$1,171.20
17	\$248.88	\$497.76	\$746.64	\$995.52	\$1,244.40
18	\$263.52	\$527.04	\$790.56	\$1,054.08	\$1,317.60
19	\$278.16	\$556.32	\$834.48	\$1,112.64	\$1,390.80
20	\$292.80	\$585.60	\$878.40	\$1,171.20	\$1,464.00

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City of Oakland  
Commercial Rates For Bins  
July 1, 1999 - June 30, 2000

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$89.74	\$181.81	\$285.58	\$397.80	\$484.00	\$570.26	\$29.86
1.5 Yard	\$125.57	\$229.91	\$379.71	\$543.68	\$675.62	\$807.55	\$38.17
2 Yard	\$164.18	\$303.32	\$502.73	\$720.87	\$896.36	\$1,071.93	\$46.53
3 Yard	\$235.26	\$444.01	\$741.57	\$1,067.64	\$1,329.62	\$1,591.61	\$62.42
4 Yard	\$303.18	\$574.94	\$931.29	\$1,342.09	\$1,671.95	\$2,001.83	\$74.25
6 Yard	\$420.49	\$807.76	\$1,194.96	\$1,582.21	\$1,969.43	\$2,356.63	\$99.45
7 Yard	\$491.83	\$943.63	\$1,395.36	\$1,847.17	\$2,298.91	\$2,750.70	\$113.99

City of Oakland  
Roll Off Rates  
July 1, 1999 - June 30, 2000

Box Size	Rates
20 Yard Box or Less	\$373.99
30 Yard Box	\$560.98
40 Yard Box	\$747.97
50 Yard Box	\$934.97
Relocation Charge	\$74.97
Stand-by Time	\$86.40
Placement Charge	\$50.25
Demurrage Charge Per Week	\$24.18
Demurrage Charge Per Day Thereafter	\$3.47
Flasher Charge per Pull	\$25.07
Per Additional Yard if Overloaded 6 Yards or More	\$18.69

Note: Compactor Rates twice the regular rate.  
Demurrage charge to permanent customers when frequency falls below minimum level of service of 1 time per week.

**B-6 Rates Effective July 1, 1998**

Exhibit B-6

City of Oakland  
Single Family Residential Rates  
July 1, 2000 - June 30, 2001

	Contractor Supplied Cans	Customer Supplied Cans
Curbside Service	\$13.37	
Mini Can Rate - 20 Gallon	\$17.95	
35 Cart	\$39.12	
64 Cart	\$60.27	
96 Cart		
Premium Backyard Service	\$20.43	\$18.08
Mini Can Rate - 20 Gallon	\$25.01	\$22.66
35 Cart	\$46.17	\$43.82
64 Cart	\$67.34	\$64.98
96 Cart		
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
	12.5%	
Low Income Senior Rate Discount		
Bag It Rate	\$3.76	
Residential Special P/U Rate - Other Than Regular Day	\$17.95	
Residential Special P/U Rate - Regular Day - Scheduled	\$4.77	
Residential Special P/U Rate - Regular Day - Unscheduled	\$6.83	
One 32-gallon Can Service - Commercial Rate	\$20.20	
Additional 32 gallon can	\$19.94	
Monthly Excess/Overage Charge - Can Service	\$0.63	per gallon
Bin Service - Monthly Excess/Overage Charge	Res. \$0.66 per gallon Comm. \$0.63 per gallon	
Trailer Parks & Multi Family Units (5 & Above)		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount		
One 32 Gal. Can Per Unit	\$15.39	
If 2nd Can is Requested And Paid by Occupant	\$21.17	

**City of Oakland**  
**Multi Family Residential Rates**  
**Rates Discounted to Account for Tenant Vacancy**  
**July 1, 2000 - June 30, 2001**

*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.

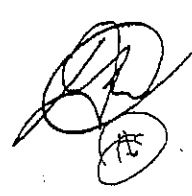
	1 / week	2 / week	3 / week	4 / week	5 / week
Discounted rate	\$15.39	\$30.77	\$46.16	\$61.55	\$76.93
# of units					
5	\$76.95	\$153.85	\$230.80	\$307.75	\$384.65
6	\$92.34	\$184.62	\$276.96	\$369.30	\$461.58
7	\$107.73	\$215.39	\$323.12	\$430.85	\$538.51
8	\$123.12	\$246.16	\$369.28	\$492.40	\$615.44
9	\$138.51	\$276.93	\$415.44	\$553.95	\$692.37
10	\$153.90	\$307.70	\$461.60	\$615.50	\$769.30
11	\$169.29	\$338.47	\$507.76	\$677.05	\$846.23
12	\$184.68	\$369.24	\$553.92	\$738.60	\$923.16
13	\$200.07	\$400.01	\$600.08	\$800.15	\$1,000.09
14	\$215.46	\$430.78	\$646.24	\$861.70	\$1,077.02
15	\$230.85	\$461.55	\$692.40	\$923.25	\$1,153.95
16	\$246.24	\$492.32	\$738.56	\$984.80	\$1,230.88
17	\$261.63	\$523.09	\$784.72	\$1,046.35	\$1,307.81
18	\$277.02	\$553.86	\$830.88	\$1,107.90	\$1,384.74
19	\$292.41	\$584.63	\$877.04	\$1,169.45	\$1,461.67
20	\$307.80	\$615.40	\$923.20	\$1,231.00	\$1,538.60

**City of Oakland  
Roll Off Rates  
July 1, 2000 - June 30, 2001**

Box Size	Rates
20 Yard Box or Less	\$393.06
30 Yard Box	\$589.59
40 Yard Box	\$786.12
50 Yard Box	\$982.65

Relocation Charge	\$78.79
Stand-by Time	\$90.81
Placement Charge	\$52.81
Demurrage Charge Per Week	\$25.41
Demurrage Charge Per Day Thereafter	\$3.65
Flasher Charge per Pull	\$26.35
Per Additional Yard if Overloaded 6 Yards or More	\$19.64

Note:     Compactor Rates twice the regular rate.  
             Demurrage charge to permanent customers when frequency  
             falls below minimum level of service of 1 time per week.



City of Oakland  
Commercial Rates For Bins  
July 1, 2000 - June 30, 2001

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$94.32	\$191.08	\$300.14	\$418.09	\$508.68	\$599.34	\$31.38
1.5 Yard	\$131.97	\$241.64	\$399.08	\$571.41	\$710.08	\$848.74	\$40.12
2 Yard	\$172.55	\$318.79	\$528.37	\$757.63	\$942.07	\$1,126.60	\$48.90
3 Yard	\$247.26	\$466.65	\$779.39	\$1,122.09	\$1,397.43	\$1,672.78	\$65.60
4 Yard	\$318.64	\$604.26	\$978.79	\$1,410.54	\$1,757.22	\$2,103.92	\$78.04
6 Yard	\$441.93	\$848.96	\$1,255.90	\$1,662.90	\$2,069.87	\$2,476.82	\$104.52
7 Yard	\$516.91	\$991.76	\$1,466.52	\$1,941.38	\$2,416.15	\$2,890.99	\$119.80

**B-7 Rates Effective July 1, 2000**

Exhibit B-7

**City of Oakland**  
**Multi Family Residential Rates**  
**Rates Discounted to Account for Tenant Vacancy**  
**July 1, 2001 - June 30, 2002**

*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.

	1 / week	2 / week	3 / week	4 / week	5 / week
Discounted rate	\$16.00	\$31.99	\$47.99	\$63.99	\$79.98
# of units					
5	\$80.00	\$159.95	\$239.95	\$319.95	\$399.90
6	\$96.00	\$191.94	\$287.94	\$383.94	\$479.88
7	\$112.00	\$223.93	\$335.93	\$447.93	\$559.86
8	\$128.00	\$255.92	\$383.92	\$511.92	\$639.84
9	\$144.00	\$287.91	\$431.91	\$575.91	\$719.82
10	\$160.00	\$319.90	\$479.90	\$639.90	\$799.80
11	\$176.00	\$351.89	\$527.89	\$703.89	\$879.78
12	\$192.00	\$383.88	\$575.88	\$767.88	\$959.76
13	\$208.00	\$415.87	\$623.87	\$831.87	\$1,039.74
14	\$224.00	\$447.86	\$671.86	\$895.86	\$1,119.72
15	\$240.00	\$479.85	\$719.85	\$959.85	\$1,199.70
16	\$256.00	\$511.84	\$767.84	\$1,023.84	\$1,279.68
17	\$272.00	\$543.83	\$815.83	\$1,087.83	\$1,359.66
18	\$288.00	\$575.82	\$863.82	\$1,151.82	\$1,439.64
19	\$304.00	\$607.81	\$911.81	\$1,215.81	\$1,519.62
20	\$320.00	\$639.80	\$959.80	\$1,279.80	\$1,599.60

**City of Oakland**  
**Single Family Residential Rates**  
**July 1, 2001 - June 30, 2002**

	Contractor Supplied Carts	Customer Supplied Cans
<b>Curbside Service</b>		
Mini Can Rate - 20 Gallon	\$13.90	
35 Cart	\$18.66	
64 Cart	\$40.67	
96 Cart	\$62.68	
<b>Premium Backyard Service</b>		
Mini Can Rate - 20 Gallon	\$21.24	\$18.80
35 Cart	\$26.00	\$23.56
64 Cart	\$48.00	\$45.56
96 Cart	\$70.01	\$67.56
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
Low Income Senior Rate Discount	12.5%	

Bag It Rate	\$3.91	
Residential Special P/U Rate - Other Than Regular Day	\$18.66	
Residential Special P/U Rate - Regular Day - Scheduled	\$4.96	
Residential Special P/U Rate - Regular Day - Unscheduled	\$7.10	
One 32-gallon Can Service - Commercial Rate	\$21.00	
Additional 32 gallon can	\$20.73	
Monthly Excess/Overage Charge - Can Service	\$0.66	per gallon
Bin Service - Monthly Excess/Overage Charge		
	Res.	\$0.69 per gallon
	Comm.	\$0.66 per gallon

**Trailer Parks & Multi Family Units (5 & Above)**

If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount

One 32 Gal. Can Per Unit align="right">\$16.00

If 2nd Can is Requested

And Paid by Occupant

\$22.01

City of Oakland  
Commercial Rates For Bins  
July 1, 2001 - June 30, 2002


Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$98.06	\$198.67	\$312.06	\$434.69	\$528.87	\$623.13	\$32.63
1.5 Yard	\$137.21	\$251.23	\$414.92	\$594.09	\$738.27	\$882.43	\$41.71
2 Yard	\$179.40	\$331.45	\$549.35	\$787.71	\$979.47	\$1,171.33	\$50.84
3 Yard	\$257.08	\$485.18	\$810.33	\$1,166.64	\$1,452.91	\$1,739.19	\$68.20
4 Yard	\$331.29	\$628.25	\$1,017.65	\$1,466.54	\$1,826.98	\$2,187.45	\$81.14
6 Yard	\$459.47	\$882.66	\$1,305.76	\$1,728.92	\$2,152.04	\$2,575.15	\$108.67
7 Yard	\$537.43	\$1,031.13	\$1,524.74	\$2,018.45	\$2,512.07	\$3,005.76	\$124.56

**City of Oakland  
Roll Off Rates  
July 1, 2001 - June 30, 2002**

Box Size	Rates
20 Yard Box or Less	\$408.66
30 Yard Box	\$613.00
40 Yard Box	\$817.33
50 Yard Box	\$1,021.66

Relocation Charge	\$81.92
Stand-by Time	\$94.42
Placement Charge	\$54.91
Demurrage Charge Per Week	\$26.42
Demurrage Charge Per Day Thereafter	\$3.79
Flasher Charge per Pull	\$27.40
Per Additional Yard if Overloaded 6 Yards or More	\$20.42

**Note:**      Compactor Rates twice the regular rate.  
                 Demurrage charge to permanent customers when frequency  
                 falls below minimum level of service of 1 time per week.



**B-8 Rates Effective July 1, 2001**

Exhibit B-8

City of Oakland  
Single Family Residential Rates  
July 1, 2002 - June 30, 2003

	Contractor Supplied Carts	Customer Supplied Cans
Curbside Service		
Mini Can Rate - 20 Gallon	\$14.96	
35 Cart	\$20.08	
64 Cart	\$43.76	
96 Cart	\$67.43	
Premium Backyard Service		
Mini Can Rate - 20 Gallon	\$22.86	\$20.23
35 Cart	\$27.98	\$25.35
64 Cart	\$51.65	\$49.03
96 Cart	\$75.34	\$72.70
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
Low Income Senior Rate Discount	12.5%	
Bag It Rate	\$4.21	
Residential Special P/U Rate - Other Than Regular Day	\$20.08	
Residential Special P/U Rate - Regular Day - Scheduled	\$5.34	
Residential Special P/U Rate - Regular Day - Unscheduled	\$7.64	
One 32-gallon Can Service - Commercial Rate	\$22.60	
Additional 32 gallon can	\$22.31	
Monthly Excess/Overage Charge - Can Service	\$0.71	per gallon
Bin Service - Monthly Excess/Overage Charge	Res. \$0.74 Comm. \$0.71	per gallon per gallon
<b>Trailer Parks &amp; Multi Family Units (5 &amp; Above)</b>		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount		
One 32 Gal. Can Per Unit	\$17.22	
If 2nd Can is Requested And Paid by Occupant		
	\$23.68	

  
RG

**City of Oakland**  
**Multi Family Residential Rates**  
**Rates Discounted to Account for Tenant Vacancy**  
**July 1, 2002 - June 30, 2003**

*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.

Discounted rate	1 / week	2 / week	3 / week	4 / week	5 / week
	\$17.22	\$34.42	\$51.64	\$68.86	\$86.07
# of units					
5	\$86.10	\$172.10	\$258.20	\$344.30	\$430.35
6	\$103.32	\$206.52	\$309.84	\$413.16	\$516.42
7	\$120.54	\$240.94	\$361.48	\$482.02	\$602.49
8	\$137.76	\$275.36	\$413.12	\$550.88	\$688.56
9	\$154.98	\$309.78	\$464.76	\$619.74	\$774.63
10	\$172.20	\$344.20	\$516.40	\$688.60	\$860.70
11	\$189.42	\$378.62	\$568.04	\$757.46	\$946.77
12	\$206.64	\$413.04	\$619.68	\$826.32	\$1,032.84
13	\$223.86	\$447.46	\$671.32	\$895.18	\$1,118.91
14	\$241.08	\$481.88	\$722.96	\$964.04	\$1,204.98
15	\$258.30	\$516.30	\$774.60	\$1,032.90	\$1,291.05
16	\$275.52	\$550.72	\$826.24	\$1,101.76	\$1,377.12
17	\$292.74	\$585.14	\$877.88	\$1,170.62	\$1,463.19
18	\$309.96	\$619.56	\$929.52	\$1,239.48	\$1,549.26
19	\$327.18	\$653.98	\$981.16	\$1,308.34	\$1,635.33
20	\$344.40	\$688.40	\$1,032.80	\$1,377.20	\$1,721.40

5/17/2002

  
 PG

City of Oakland  
**Commercial Rates For Bins**  
 July 1, 2002 - June 30, 2003

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$105.52	\$213.79	\$335.81	\$467.77	\$569.12	\$670.55	\$35.11
1.5 Yard	\$147.65	\$270.35	\$446.50	\$639.30	\$794.45	\$949.58	\$44.88
2 Yard	\$193.05	\$356.67	\$591.16	\$847.65	\$1,054.01	\$1,260.47	\$54.71
3 Yard	\$276.64	\$522.10	\$872.00	\$1,255.42	\$1,563.48	\$1,871.54	\$73.39
4 Yard	\$356.50	\$676.06	\$1,095.09	\$1,578.14	\$1,966.01	\$2,353.91	\$87.31
6 Yard	\$494.44	\$949.83	\$1,405.13	\$1,860.49	\$2,315.81	\$2,771.12	\$116.94
7 Yard	\$578.33	\$1,109.60	\$1,640.77	\$2,172.05	\$2,703.24	\$3,234.50	\$134.04

5/17/2002



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**City of Oakland**  
**Roll Off Rates**  
**July 1, 2002 - June 30, 2003**

Box Size	Rates
20 Yard Box or Less	\$439.76
30 Yard Box	\$659.65
40 Yard Box	\$879.53
50 Yard Box	\$1,099.41

Relocation Charge	\$88.15
Stand-by Time	\$101.61
Placement Charge	\$59.09
Demurrage Charge Per Week	\$28.43
Demurrage Charge Per Day Thereafter	\$4.08
Flasher Charge per Pull	\$29.49
Per Additional Yard if Overloaded 6 Yards or More	\$21.97

Note: Compactor Rates twice the regular rate.  
Demurrage charge to permanent customers when frequency falls below minimum level of service of 1 time per week.

Note: Compactor Rates twice the regular rate.  
Demurrage charge to permanent customers when frequency falls below minimum level of service of 1 time per week.



**B-9 Rates Effective July 1, 2002**

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Exhibit B-9

## City of Oakland Single Family Residential Rates July 1, 2003 - June 30, 2004

	Contractor Supplied Carts	Customer Supplied Cans
<b>Curbside Service</b>		
Mini Can Rate - 20 Gallon	\$16.08	
35 Cart	\$21.58	
64 Cart	\$47.03	
96 Cart	\$72.47	
<b>Premium Backyard Service</b>		
Mini Can Rate - 20 Gallon	\$24.57	\$21.74
35 Cart	\$30.07	\$27.24
64 Cart	\$55.51	\$52.69
96 Cart	\$80.97	\$78.13
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
Low Income Senior Rate Discount	12.5%	
Bag It Rate	\$4.52	
Residential Special P/U Rate - Other Than Regular Day	\$21.58	
Residential Special P/U Rate - Regular Day - Scheduled	\$5.74	
Residential Special P/U Rate - Regular Day - Unscheduled	\$8.21	
One 32-gallon Can Service - Commercial Rate	\$24.29	
Additional 32 gallon can	\$23.98	
Monthly Excess/Overage Charge - Can Service	\$0.76	per gallon
Bin Service - Monthly Excess/Overage Charge	Res. \$0.80 Comm. \$0.76	per gallon per gallon
<b>Trailer Parks &amp; Multi Family Units (5 &amp; Above)</b>		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount		
One 32 Gal. Can Per Unit	\$18.51	
If 2nd Can is Requested And Paid by Occupant	\$25.45	

**City of Oakland**  
**Multi Family Residential Rates**  
**Rates Discounted to Account for Tenant Vacancy**  
**July 1, 2003 - June 30, 2004**



*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.

Discounted rate	1 / week	2 / week	3 / week	4 / week	5 / week
	\$18.51	\$36.99	\$55.50	\$74.00	\$92.50
# of units					
5	\$92.55	\$184.95	\$277.50	\$370.00	\$462.50
6	\$111.06	\$221.94	\$333.00	\$444.00	\$555.00
7	\$129.57	\$258.93	\$388.50	\$518.00	\$647.50
8	\$148.08	\$295.92	\$444.00	\$592.00	\$740.00
9	\$166.59	\$332.91	\$499.50	\$666.00	\$832.50
10	\$185.10	\$369.90	\$555.00	\$740.00	\$925.00
11	\$203.61	\$406.89	\$610.50	\$814.00	\$1,017.50
12	\$222.12	\$443.88	\$666.00	\$888.00	\$1,110.00
13	\$240.63	\$480.87	\$721.50	\$962.00	\$1,202.50
14	\$259.14	\$517.86	\$777.00	\$1,036.00	\$1,295.00
15	\$277.65	\$554.85	\$832.50	\$1,110.00	\$1,387.50
16	\$296.16	\$591.84	\$888.00	\$1,184.00	\$1,480.00
17	\$314.67	\$628.83	\$943.50	\$1,258.00	\$1,572.50
18	\$333.18	\$665.82	\$999.00	\$1,332.00	\$1,665.00
19	\$351.69	\$702.81	\$1,054.50	\$1,406.00	\$1,757.50
20	\$370.20	\$739.80	\$1,110.00	\$1,480.00	\$1,850.00

**Commercial Rates For Bins  
July 1, 2003 - June 30, 2004**

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$113.40	\$229.76	\$360.90	\$502.71	\$611.63	\$720.64	\$37.73
1.5 Yard	\$158.68	\$290.55	\$479.85	\$687.06	\$853.80	\$1,020.51	\$48.23
2 Yard	\$207.47	\$383.31	\$635.32	\$910.97	\$1,132.74	\$1,354.63	\$58.80
3 Yard	\$297.31	\$561.10	\$937.14	\$1,349.20	\$1,680.27	\$2,011.34	\$78.87
4 Yard	\$383.13	\$726.56	\$1,176.89	\$1,696.03	\$2,112.87	\$2,529.75	\$93.83
6 Yard	\$531.37	\$1,020.78	\$1,510.09	\$1,999.47	\$2,488.80	\$2,978.12	\$125.68
7 Yard	\$621.53	\$1,192.49	\$1,763.34	\$2,334.30	\$2,905.17	\$3,476.12	\$144.05

7/16/2003

**City of Oakland**  
**Roll Off Rates**  
**July 1, 2003 - June 30, 2004**

Box Size	Rates
20 Yard Box or Less	\$472.61
30 Yard Box	\$708.93
40 Yard Box	\$945.23
50 Yard Box	\$1,181.54

Relocation Charge	\$94.73
Stand-by Time	\$109.20
Placement Charge	\$63.50
Demurrage Charge Per Week	\$30.55
Demurrage Charge Per Day Thereafter	\$4.38
Flasher Charge per Pull	\$31.69
Per Additional Yard if Overloaded 6 Yards or More	\$23.61

Note:      Compactor Rates twice the regular rate.  
               Demurrage charge to permanent customers when frequency  
               falls below minimum level of service of 1 time per week.


**B-10 Rates Effective July 1, 2003**

**FILE COPY**

**City of Oakland  
Single Family Residential Rates  
July 1, 2004 - June 30, 2005**

	Contractor Supplied Carts	Customer Supplied Cans
<b>Curbside Service</b>		
Mini Can Rate - 20 Gallon	\$17.28	
35 Cart	\$23.18	
64 Cart	\$50.53	
96 Cart	\$77.85	
<b>Premium Backyard Service</b>		
Mini Can Rate - 20 Gallon	\$30.98 *	\$27.94 *
35 Cart	\$36.90 *	\$33.85 *
64 Cart	\$64.25 *	\$61.22 *
96 Cart	\$91.62 *	\$88.57 *
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
* Backyard premium customers shall be charged monthly rates that are \$4.25 lower for the period from July 1, 2004 until the actual start of backyard premium service for recycling carts.		
Low Income Senior Rate Discount	12.5%	

Bag It Rate	\$4.86	
Residential Special P/U Rate - Other Than Regular Day	\$23.20	
Residential Special P/U Rate - Regular Day - Scheduled	\$6.17	
Residential Special P/U Rate - Regular Day - Unscheduled	\$8.83	
One 32-gallon Can Service - Commercial Rate	\$24.67	
Additional 32 gallon can	\$24.36	
Monthly Excess/Overage Charge - Can Service	\$0.77	per gallon
Bin Service - Monthly Excess/Overage Charge	Res. \$0.86	per gallon
	Comm. \$0.77	per gallon
<b>Trailer Parks &amp; Multi Family Units (5 &amp; Above)</b>		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount		
One 32 Gal. Can Per Unit	\$19.90	
If 2nd Can is Requested And Paid by Occupant	\$27.36	

**City of Oakland**  
**Multi Family Residential Rates**  
**Rates Discounted to Account for Tenant Vacancy**  
**July 1, 2004 - June 30, 2005**

*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.

	1 / week	2 / week	3 / week	4 / week	5 / week
Discounted rate	\$19.15	\$38.28	\$57.44	\$76.58	\$95.73
# of units					
5	\$95.75	\$191.40	\$287.20	\$382.90	\$478.65
6	\$114.90	\$229.68	\$344.64	\$459.48	\$574.38
7	\$134.05	\$267.96	\$402.08	\$536.06	\$670.11
8	\$153.20	\$306.24	\$459.52	\$612.64	\$765.84
9	\$172.35	\$344.52	\$516.96	\$689.22	\$861.57
10	\$191.50	\$382.80	\$574.40	\$765.80	\$957.30
11	\$210.65	\$421.08	\$631.84	\$842.38	\$1,053.03
12	\$229.80	\$459.36	\$689.28	\$918.96	\$1,148.76
13	\$248.95	\$497.64	\$746.72	\$995.54	\$1,244.49
14	\$268.10	\$535.92	\$804.16	\$1,072.12	\$1,340.22
15	\$287.25	\$574.20	\$861.60	\$1,148.70	\$1,435.95
16	\$306.40	\$612.48	\$919.04	\$1,225.28	\$1,531.68
17	\$325.55	\$650.76	\$976.48	\$1,301.86	\$1,627.41
18	\$344.70	\$689.04	\$1,033.92	\$1,378.44	\$1,723.14
19	\$363.85	\$727.32	\$1,091.36	\$1,455.02	\$1,818.87
20	\$383.00	\$765.60	\$1,148.80	\$1,531.60	\$1,914.60

City of Oakland  
Commercial Rates For Bins  
July 1, 2004 - June 30, 2005

Container ize	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
Yard	\$115.18	\$233.37	\$366.57	\$510.60	\$621.23	\$731.95	\$38.32
1.5 Yard	\$161.17	\$295.11	\$487.38	\$697.85	\$867.20	\$1,036.53	\$48.99
2 Yard	\$210.73	\$389.33	\$645.29	\$925.27	\$1,150.52	\$1,375.90	\$59.72
3 Yard	\$301.98	\$569.91	\$951.85	\$1,370.38	\$1,706.65	\$2,042.92	\$80.11
4 Yard	\$389.15	\$737.97	\$1,195.37	\$1,722.66	\$2,146.04	\$2,569.47	\$95.30
6 Yard	\$539.71	\$1,036.81	\$1,533.80	\$2,030.86	\$2,527.87	\$3,024.88	\$127.65
7 Yard	\$631.29	\$1,211.21	\$1,791.02	\$2,370.95	\$2,950.78	\$3,530.70	\$146.31

5/17/2004

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**City of Oakland**  
**Roll Off Rates**  
**July 1, 2004 - June 30, 2005**

Box Size	Rates
20 Yard Box or Less	\$480.03
30 Yard Box	\$720.06
40 Yard Box	\$960.07
50 Yard Box	\$1,200.09

Relocation Charge	\$96.22
Stand-by Time	\$110.91
Placement Charge	\$64.50
Demurrage Charge Per Week	\$31.03
Demurrage Charge Per Day Thereafter	\$4.45
Flasher Charge per Pull	\$32.19
Per Additional Yard if Overloaded 6 Yards or More	\$23.98

Note:      Compactor Rates twice the regular rate.  
             Demurrage charge to permanent customers when frequency  
             falls below minimum level of service of 1 time per week.

**B-11 Rates Effective July 1, 2004**

EXHIBIT B\_11

City of Oakland  
Single Family Residential Rates (monthly)  
July 1, 2005 - June 30, 2006

	Contractor Supplied Carts	Customer Supplied Cans
Curbside Service		
Mini Can Rate - 20 Gallon	\$ 18.50	
35 Cart	\$ 24.82	
64 Cart	\$ 54.10	
96 Cart	\$ 83.35	
Premium Backyard Service		
Mini Can Rate - 20 Gallon	\$ 33.17	\$ 29.91
35 Cart	\$ 39.49	\$ 36.23
64 Cart	\$ 68.77	\$ 65.51
96 Cart	\$ 98.02	\$ 94.76
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
Low Income Senior Rate Discount	12.5%	
Bag It Rate	\$ 5.20	
Additional 64-gallon Yard Trimmings/Food Scraps Cart(s)	\$ 8.13	
Residential Special P/U Rate - Other Than Regular Day	\$ 24.84	
Residential Special P/U Rate - Regular Day - Scheduled	\$ 6.61	
Residential Special P/U Rate - Regular Day - Unscheduled	\$ 9.45	
One 32-gallon Can Service - Commercial Rate	\$ 24.95	
Additional 32 gallon can	\$ 24.64	
Monthly Excess/Overage Charge - Can Service	\$ 0.78	per gallon
Bin Service - Monthly Excess/Overage Charge	Res. \$ 0.92	per gallon
	Comm. \$ 0.78	per gallon
Trailer Parks & Multi Family Units (5 & Above)		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount		
One 32 Gal. Can Per Unit	\$ 19.73	


**City of Oakland**  
**Multi Family Residential Rates**  
**Rates Discounted to Account for Tenant Vacancy**  
**July 1, 2005 - June 30, 2006**

*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.

Discounted rate	1 / week		2 / week		3 / week		4 / week		5 / week	
	\$		\$		\$		\$		\$	
# of units		19.73		39.45		59.19		78.92		98.65
5	\$	98.65	\$	197.25	\$	295.95	\$	394.60	\$	493.25
6	\$	118.38	\$	236.70	\$	355.14	\$	473.52	\$	591.90
7	\$	138.11	\$	276.15	\$	414.33	\$	552.44	\$	690.55
8	\$	157.84	\$	315.60	\$	473.52	\$	631.36	\$	789.20
9	\$	177.57	\$	355.05	\$	532.71	\$	710.28	\$	887.85
10	\$	197.30	\$	394.50	\$	591.90	\$	789.20	\$	986.50
11	\$	217.03	\$	433.95	\$	651.09	\$	868.12	\$	1,085.15
12	\$	236.76	\$	473.40	\$	710.28	\$	947.04	\$	1,183.80
13	\$	256.49	\$	512.85	\$	769.47	\$	1,025.96	\$	1,282.45
14	\$	276.22	\$	552.30	\$	828.66	\$	1,104.88	\$	1,381.10
15	\$	295.95	\$	591.75	\$	887.85	\$	1,183.80	\$	1,479.75
16	\$	315.68	\$	631.20	\$	947.04	\$	1,262.72	\$	1,578.40
17	\$	335.41	\$	670.65	\$	1,006.23	\$	1,341.64	\$	1,677.05
18	\$	355.14	\$	710.10	\$	1,065.42	\$	1,420.56	\$	1,775.70
19	\$	374.87	\$	749.55	\$	1,124.61	\$	1,499.48	\$	1,874.35
20	\$	394.60	\$	789.00	\$	1,183.80	\$	1,578.40	\$	1,973.00

5/18/2005

  
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**City of Oakland**  
**Commercial Rates For Bins**  
**July 1, 2005 - June 30, 2006**

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$116.48	\$236.01	\$370.71	\$516.37	\$628.25	\$740.22	\$38.75
1.5 Yard	\$162.99	\$298.44	\$492.89	\$705.74	\$877.00	\$1,048.24	\$49.54
2 Yard	\$213.11	\$393.73	\$652.58	\$935.73	\$1,163.52	\$1,391.45	\$60.39
3 Yard	\$305.39	\$576.35	\$962.61	\$1,385.87	\$1,725.94	\$2,066.00	\$81.02
4 Yard	\$393.55	\$746.31	\$1,208.88	\$1,742.13	\$2,170.29	\$2,598.51	\$96.38
6 Yard	\$545.81	\$1,048.53	\$1,551.13	\$2,053.81	\$2,556.43	\$3,059.06	\$129.09
7 Yard	\$638.42	\$1,224.90	\$1,811.26	\$2,397.74	\$2,984.12	\$3,570.60	\$147.96

5/18/2005

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**City of Oakland  
Roll Off Rates  
July 1, 2005 - June 30, 2006**

Box Size	Rates
20 Yard Box or Less	\$485.45
30 Yard Box	\$728.20
40 Yard Box	\$970.92
50 Yard Box	\$1,213.65

Relocation Charge	\$97.31
Stand-by Time	\$112.16
Placement Charge	\$65.23
Demurrage Charge Per Week	\$31.38
Demurrage Charge Per Day Thereafter	\$4.50
Flasher Charge per Pull	\$32.55
Per Additional Yard if Overloaded 6 Yards or More	\$24.25

Note:      Compactor rates twice the regular rate.  
              Demurrage charge to permanent customers when frequency  
              falls below minimum level of service of 1 time per week.

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**B-12 Rates Effective July 1, 2005**

B-12

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City of Oakland Single Family Residential Rates (Monthly) July 1, 2006 - June 30, 2007		
	Contractor Supplied Cans	Customer Supplied Cans
Curbside Service		
Mini Can Rate - 20 Gallon	\$18.81	
35 Cart	\$25.24	
64 Cart	\$55.02	
96 Cart	\$84.77	
Premium Backyard Service		
Mini Can Rate - 20 Gallon	\$33.73	\$30.41
35 Cart	\$40.16	\$36.84
64 Cart	\$69.94	\$66.62
96 Cart	\$89.69	\$86.37
Customers receive backyard service at curbside rates.		
Low Income Senior Rate Discount	12.5%	
Bag II Rate	\$5.28	
Additional 64-gallon Yard Trimmings/Food Scraps Cart(s)	\$8.27	
Residential Special P/U Rate - Other Than Regular Day	\$25.26	
Residential Special P/U Rate - Regular Day - Scheduled	\$6.72	
Residential Special P/U Rate - Regular Day - Unscheduled	\$9.61	
One 32-gallon Can Service - Commercial Rate	\$25.37	
Additional 32 gallon can	\$25.06	
Excess/Overage Charge - Can Service	\$0.79	per gallon
Bin Service - Monthly I Res.	\$0.94	per gallon
Comm.	\$0.79	per gallon
Trailer Parks & Multi Family Units (5 & Above)		
Person/Mgmt. Co., Contractor Offers a 6% Discount		
One 32 Gal. Can Per Unit	\$20.07	

Backyard premium differential calculation:  
 (prior year rate \* 1.7% (then rounded)) + Curbside Service rate  
 Contractor Customer  
 Supplied Cans Supplied Cans

\$14.92	\$11.60
Prior Year	
\$14.67	\$11.41

OK 5/10/06  
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**City of Oakland**  
**Multi Family Residential Rates (Monthly)**  
**Rates Discounted to Account for Tenant Vacancy**  
**July 1, 2006 - June 30, 2007**

*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.

	1 / week	2 / week	3 / week	4 / week	5 / week
Discounted rate	\$20.07	\$40.12	\$60.20	\$80.26	\$100.33
# of units					
5	\$100.35	\$200.60	\$301.00	\$401.30	\$501.65
6	\$120.42	\$240.72	\$361.20	\$481.56	\$601.98
7	\$140.49	\$280.84	\$421.40	\$561.82	\$702.31
8	\$160.56	\$320.96	\$481.60	\$642.08	\$802.64
9	\$180.63	\$361.08	\$541.80	\$722.34	\$902.97
10	\$200.70	\$401.20	\$602.00	\$802.60	\$1,003.30
11	\$220.77	\$441.32	\$662.20	\$882.86	\$1,103.63
12	\$240.84	\$481.44	\$722.40	\$963.12	\$1,203.96
13	\$260.91	\$521.56	\$782.60	\$1,043.38	\$1,304.29
14	\$280.98	\$561.68	\$842.80	\$1,123.64	\$1,404.62
15	\$301.05	\$601.80	\$903.00	\$1,203.90	\$1,504.95
16	\$321.12	\$641.92	\$963.20	\$1,284.16	\$1,605.28
17	\$341.19	\$682.04	\$1,023.40	\$1,364.42	\$1,705.61
18	\$361.26	\$722.16	\$1,083.60	\$1,444.68	\$1,805.94
19	\$381.33	\$762.28	\$1,143.80	\$1,524.94	\$1,906.27
20	\$401.40	\$802.40	\$1,204.00	\$1,605.20	\$2,006.60

OK  
 By 5/10/06  
 MG 5-16-06

**City of Oakland**  
**Commercial Rates For Bins (Monthly)**  
**July 1, 2006 - June 30, 2007**

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$118.46	\$240.02	\$377.01	\$525.15	\$638.93	\$752.80	\$39.41
1.5 Yard	\$165.76	\$303.51	\$501.27	\$717.74	\$891.91	\$1,066.06	\$50.38
2 Yard	\$216.73	\$400.42	\$663.67	\$951.64	\$1,183.30	\$1,415.10	\$61.42
3 Yard	\$310.58	\$586.15	\$978.97	\$1,409.43	\$1,755.28	\$2,101.12	\$82.40
4 Yard	\$400.24	\$759.00	\$1,229.43	\$1,771.75	\$2,207.18	\$2,642.68	\$98.02
6 Yard	\$555.09	\$1,066.36	\$1,577.50	\$2,088.72	\$2,599.89	\$3,111.06	\$131.28
7 Yard	\$649.27	\$1,245.72	\$1,842.05	\$2,438.50	\$3,034.85	\$3,631.30	\$150.48

OK  
 5/10/06  
 mg 5-16-06

City of Oakland  
Roll Off Rates (Monthly)  
July 1, 2006 - June 30, 2007

Box Size	Rates
20 Yard Box or Less	\$493.70
30 Yard Box	\$740.58
40 Yard Box	\$987.43
50 Yard Box	\$1,234.28
Relocation Charge	\$98.96
Stand-by Time	\$114.07
Placement Charge	\$66.34
Demurrage Charge Per Week	\$31.91
Demurrage Charge Per Day Thereafter	\$4.58
Flasher Charge per Pull	\$33.10
Per Additional Yard if Overloaded 6 Yards or More	\$24.66

Note: Compactor Rates twice the regular rate.  
Demurrage charge to permanent customers when frequency falls below minimum level of service of 1 time per week.

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G 5/10/06  
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**B-13 Rates Effective July 1, 2006**

City of Oakland  
Single Family Residential Rates (Monthly)  
July 1, 2007 - June 30, 2008

	Contractor Supplied Carts	Customer Supplied Cans
Curbside Service	\$19.26	
Mini Can Rate - 20 Gallon	\$25.84	
35 Cart	\$56.33	
64 Cart	\$86.79	
96 Cart		
Premium Backyard Service	\$34.54	\$31.14
Mini Can Rate - 20 Gallon	\$41.12	\$37.72
35 Cart	\$71.61	\$68.21
64 Cart	\$102.07	\$98.67
96 Cart		
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
Low Income Senior Rate Discount	12.5%	
Bag It Rate	\$5.42	
Additional 64-gallon Yard Trimmings/Food Scraps Cart(s)	\$8.47	
Residential Special P/U Rate - Other Than Regular Day	\$25.86	
Residential Special P/U Rate - Regular Day - Scheduled	\$6.88	
Residential Special P/U Rate - Regular Day - Unscheduled	\$9.84	
One 32-gallon Can Service - Commercial Rate	\$25.97	
Additional 32 gallon can	\$25.66	
Monthly Excess/Overage Charge - Can Service	\$0.81	per gallon
Bin Service - Monthly Excess/Overage Charge	Res. \$0.96	per gallon
	Comm. \$0.81	per gallon
<b>Trailer Parks &amp; Multi Family Units (5 &amp; Above)</b>		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount		
One 32 Gal. Can Per Unit	\$20.55	

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**City of Oakland**  
**Multi Family Residential Rates (Monthly)**  
**Rates Discounted to Account for Tenant Vacancy**  
**July 1, 2007 - June 30, 2008**

*These rates DO NOT INCLUDE bulky pick-up service.*

Rates for apartment complexes with 5 or more units.					
	1 / week	2 / week	3 / week	4 / week	5 / week
Discounted rate	\$20.55	\$41.07	\$61.63	\$82.17	\$102.72
# of units					
5	\$102.75	\$205.35	\$308.15	\$410.85	\$513.60
6	\$123.30	\$246.42	\$369.78	\$493.02	\$616.32
7	\$143.85	\$287.49	\$431.41	\$575.19	\$719.04
8	\$164.40	\$328.56	\$493.04	\$657.36	\$821.76
9	\$184.95	\$369.63	\$554.67	\$739.53	\$924.48
10	\$205.50	\$410.70	\$616.30	\$821.70	\$1,027.20
11	\$226.05	\$451.77	\$677.93	\$903.87	\$1,129.92
12	\$246.60	\$492.84	\$739.56	\$986.04	\$1,232.64
13	\$267.15	\$533.91	\$801.19	\$1,068.21	\$1,335.36
14	\$287.70	\$574.98	\$862.82	\$1,150.38	\$1,438.08
15	\$308.25	\$616.05	\$924.45	\$1,232.55	\$1,540.80
16	\$328.80	\$657.12	\$986.08	\$1,314.72	\$1,643.52
17	\$349.35	\$698.19	\$1,047.71	\$1,396.89	\$1,746.24
18	\$369.90	\$739.26	\$1,109.34	\$1,479.06	\$1,848.96
19	\$390.45	\$780.33	\$1,170.97	\$1,561.23	\$1,951.68
20	\$411.00	\$821.40	\$1,232.60	\$1,643.40	\$2,054.40

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**City of Oakland**  
**Roll Off Rates (Monthly)**  
**July 1, 2007 - June 30, 2008**

Box Size	Rates
20 Yard Box or Less	\$505.45
30 Yard Box	\$758.21
40 Yard Box	\$1,010.93
50 Yard Box	\$1,263.66
Relocation Charge	\$101.32
Stand-by Time	\$116.78
Placement Charge	\$67.92
Demurrage Charge Per Week	\$32.67
Demurrage Charge Per Day Thereafter	\$4.69
Flasher Charge per Pull	\$33.89
Per Additional Yard if Overloaded 6 Yards or More	\$25.25

Note:      Compactor Rates twice the regular rate.  
Demurrage charge to permanent customers when frequency  
falls below minimum level of service of 1 time per week.

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City of Oakland  
**Commercial Rates For Bins (Monthly)**  
 July 1, 2007 - June 30, 2008

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$121.28	\$245.73	\$385.98	\$537.65	\$654.14	\$770.72	\$40.35
1.5 Yard	\$169.71	\$310.73	\$513.20	\$734.82	\$913.14	\$1,091.43	\$51.58
2 Yard	\$221.89	\$409.95	\$679.47	\$974.29	\$1,211.46	\$1,448.78	\$62.88
3 Yard	\$317.97	\$600.10	\$1,002.27	\$1,442.97	\$1,797.06	\$2,151.13	\$84.36
4 Yard	\$409.77	\$777.06	\$1,258.69	\$1,813.92	\$2,259.71	\$2,705.58	\$100.35
6 Yard	\$568.30	\$1,091.74	\$1,615.04	\$2,138.43	\$2,661.77	\$3,185.10	\$134.40
7 Yard	\$664.72	\$1,275.37	\$1,885.89	\$2,496.54	\$3,107.08	\$3,717.72	\$154.06

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**B-14 Rates Effective July 1, 2008**

ORIGINAL

**City of Oakland**  
**Multi Family Residential Rates (Monthly)**  
**Rates Discounted to Account for Tenant Vacancy**  
**July 1, 2008 - June 30, 2009**

*These rates DO NOT INCLUDE bulky pick-up service\**

Rates for apartment complexes with 5 or more units.					
	1 / week	2 / week	3 / week	4 / week	5 / week
Discounted rate	\$21.09	\$42.14	\$63.24	\$84.31	\$105.40
# of units					
5	\$105.45	\$210.70	\$316.20	\$421.55	\$527.00
6	\$126.54	\$252.84	\$379.44	\$505.86	\$632.40
7	\$147.63	\$294.98	\$442.68	\$590.17	\$737.80
8	\$168.72	\$337.12	\$505.92	\$674.48	\$843.20
9	\$189.81	\$379.26	\$569.16	\$758.79	\$948.60
10	\$210.90	\$421.40	\$632.40	\$843.10	\$1,054.00
11	\$231.99	\$463.54	\$695.64	\$927.41	\$1,159.40
12	\$253.08	\$505.68	\$758.88	\$1,011.72	\$1,264.80
13	\$274.17	\$547.82	\$822.12	\$1,096.03	\$1,370.20
14	\$295.26	\$589.96	\$885.36	\$1,180.34	\$1,475.60
15	\$316.35	\$632.10	\$948.60	\$1,264.65	\$1,581.00
16	\$337.44	\$674.24	\$1,011.84	\$1,348.96	\$1,686.40
17	\$358.53	\$716.38	\$1,075.08	\$1,433.27	\$1,791.80
18	\$379.62	\$758.52	\$1,138.32	\$1,517.58	\$1,897.20
19	\$400.71	\$800.66	\$1,201.56	\$1,601.89	\$2,002.60
20	\$421.80	\$842.80	\$1,264.80	\$1,686.20	\$2,108.00

\* Except as per Lockout Settlement Agreement between City of Oakland and WMAC.

WMAC initial 

City initial 

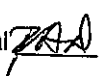
# ORIGINAL

**City of Oakland  
Single Family Residential Rates (Monthly)  
July 1, 2008 - June 30, 2009**

	Contractor Supplied Carts	Customer Supplied Cans
<b>Curbside Service</b>		
Mini Can Rate - 20 Gallon		
35 Cart	\$19.76	
64 Cart	\$26.51	
96 Cart	\$57.80	
	\$89.06	
<b>Premium Backyard Service</b>		
Mini Can Rate - 20 Gallon		
35 Cart	\$35.44	\$31.95
64 Cart	\$42.19	\$38.70
96 Cart	\$73.48	\$69.99
	\$104.74	\$101.25
<i>Physically Disabled Customers receive backyard service at curbside rates.</i>		
<b>Low Income Senior Rate Discount</b>	12.5%	
<b>Bag It Rate</b>	\$5.56	
<b>Additional 64-gallon Yard Trimmings/Food Scraps Cart(s)</b>	\$8.69	
<b>Residential Special P/U Rate - Other Than Regular Day</b>	\$26.53	
<b>Residential Special P/U Rate - Regular Day - Scheduled</b>	\$7.06	
<b>Residential Special P/U Rate - Regular Day - Unscheduled</b>	\$10.10	
<b>One 32-gallon Can Service - Commercial Rate</b>	\$26.65	
Additional 32 gallon can	\$26.33	
Monthly Excess/Overage Charge - Can Service	\$0.83 per gallon	
<b>Bin Service - Monthly Excess/Overage Charge</b>	Res. \$0.99 per gallon	
	Comm. \$0.83 per gallon	
<b>Trailer Parks &amp; Multi Family Units (5 &amp; Above)</b>		
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount		
One 32 Gal. Can Per Unit		\$21.09

WMAC initial 

5/20/08

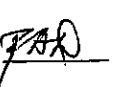
City initial 

ORIGINAL

City of Oakland  
Commercial Rates For Bins (Monthly)  
July 1, 2008 - June 30, 2009

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$124.45	\$252.14	\$396.05	\$551.68	\$671.21	\$790.84	\$41.40
1.5 Yard	\$174.14	\$318.84	\$526.59	\$754.00	\$936.97	\$1,119.92	\$52.93
2 Yard	\$227.68	\$420.65	\$697.20	\$999.72	\$1,243.08	\$1,486.59	\$64.52
3 Yard	\$326.27	\$615.76	\$1,028.43	\$1,480.63	\$1,843.96	\$2,207.27	\$86.56
4 Yard	\$420.46	\$797.34	\$1,291.54	\$1,861.26	\$2,318.69	\$2,776.20	\$102.97
6 Yard	\$583.13	\$1,120.23	\$1,657.19	\$2,194.24	\$2,731.24	\$3,268.23	\$137.91
7 Yard	\$682.07	\$1,308.66	\$1,935.11	\$2,561.70	\$3,188.17	\$3,814.75	\$158.08

WMAC initial 

City initial 

5/20/08

ORIGINAL

JAN 19 2009

City of Oakland  
Roll Off Rates (Monthly)  
July 1, 2008 - June 30, 2009


Box Size	Rates
20 Yard Box or Less	\$518.64
30 Yard Box	\$778.00
40 Yard Box	\$1,037.32
50 Yard Box	\$1,296.64

Relocation Charge	\$103.96
Stand-by Time	\$119.83
Placement Charge	\$69.69
Demurrage Charge Per Week	\$33.52
Demurrage Charge Per Day Thereafter	\$4.81
Flasher Charge per Pull	\$34.77
Per Additional Yard if Overloaded 6 Yards or More	\$25.91

Note: Compactor Rates twice the regular rate.  
Demurrage charge to permanent customers when frequency  
falls below minimum level of service of 1 time per week.

WMAC initial 

5/20/08

City initial 

**C. Disposal Fee Components at  
Altamont Effective July 1, 1995**

## EXHIBIT C

### DISPOSAL FEE COMPONENTS July 31, 1995

#### Altamont Landfill

1.	Base Cost Component		\$16.75
2.	Fees Component:		
	AB939/1220	\$1.34	
	Alameda County Business Tax	.95	
	Alameda County Facility Fee	1.50	
	Alameda County Household Haz. Waste	1.25	
	Alameda County LEA Inspection Fee	.12	
	Alameda County Planning Department Inspection Fees	.08	
	Measure D	<u>6.00</u>	
	Total Fees		<u>\$11.24</u>
	Total Per Ton Delivered at Site		<u>\$27.99</u>


#### Davis Street Transfer Station

1.	Base Cost Component		\$20.56
2.	Fees Component:		
	City of San Leandro Mitigation	\$ .74	
	City of San Leandro Business Tax	.95	
	Alameda County LEA	<u>.05</u>	
	Total Fees		\$1.74
	Total Per Ton Delivered at Site		<u>\$22.30</u>

#### Yard Waste Tip Fee

(no fees currently)

\$25.00



**C-1 Rates Effective July 1, 2005**

**EXHIBIT C-1**

**DISPOSAL FEE COMPONENTS**

**July 1, 2005**

**Altamont Landfill**

1.	Base Cost Component		\$ 22.11
2.	Fees Component:		
	AB939/1220	\$ 1.40	
	Alameda County Business Tax	\$ 0.95	
	Alameda County Facility Fee	\$ 1.50	
	Alameda County Household Haz. Waste	\$ 2.15	
	Alameda County LEA Inspection Fee	\$ 0.22	
	Alameda County Planning Department Inspection Fees	\$ 0.08	
	Measure D	\$ 7.19	
	CUP Fee	\$ 1.41	
	Total Fees		<u>\$ 14.90</u>
	Total Per Ton Delivered at Site		<u>\$ 37.01</u>

**Davis Street Transfer Station**

1.	Base Cost Component		27.46
2.	Fees Component:		
	City of San Leandro Mitigation	\$ 0.97	
	City of San Leandro Business Tax	\$ 0.95	
	Alameda County LEA	\$ 0.11	
	Total Fees		<u>\$ 2.03</u>
	Total Per Ton Delivered at Site		<u>\$ 29.49</u>

**Total Solid Waste Tip Fee** \$ 66.50

**Yard Waste Tip Fee** \$ 33.06

**D. City-owned or Operated  
Facilities Effective  
December 1, 1995**

## EXHIBIT D

### CITY-OWNED OR OPERATED FACILITIES

Contractor shall provide Solid Waste and/or Yard Waste collection services for City-owned or operated sites and facilities, a listing of which is set forth in this Exhibit. The City may reasonably modify this list by sending a letter to Contractor indicating the type and frequency of service required. Contractor shall commence service within five (5) working days of a request from the City. The City shall not add facilities owned and operated by the Oakland Unified School District, the Oakland Housing Authority or the Port of Oakland to the list without the approval of Contractor. All services shall be provided by Contractor at no cost to the City.

#### Fire Department

Headquarters	1605 Martin Luther King Jr. Way
Fire Station #1	1603 Martin Luther King Jr. Way
Fire Station #2	100 Jack London Square
Fire Station #3	1445 14th Street
Fire Station #4	1235 East 14th Street
Fire Station #5	934 34th Street
Fire Station #6	7080 Colton Boulevard
Fire Station #8	463 51st Street
Fire Station #10	172 Santa Clara Avenue
Fire Station #12	822 Alice Street
Fire Station #13	1225 Derby Avenue
Fire Station #15	455 27th Avenue
Fire Station #16	3600 13th Avenue
Fire Station #17	3344 High Street
Fire Station #18	1700 50th Avenue
Fire Station #19	5776 Miles Avenue
Fire Station #20	1270 93rd Avenue
Fire Station #21	13150 Skyline Drive
Fire Station #23	7100 Foothill Boulevard
Fire Station #24***	5921 Shepherd Canyon Road
Fire Station #25	2795 Butters Drive
Fire Station #26	2660 98th Avenue
Fire Station #27	8501 Pardee Drive
Fire Station #29	1016 66th Avenue
Training Services	250 Victory Court
Training Services	3459 Champion Street

#### Police

Hall of Justice	455 7th Street
Animal Control Shelter	3065 Ford Street

#### Library

Main Library	125 14th Street
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Brookfield Branch Library  
 Dimond Branch Library  
 Elmhurst Branch Library  
 Golden Gate Branch Library  
 Lakeview Branch Library  
 Martin Luther King Jr. Lib  
 Melrose Branch Library  
 Montclair Branch Library  
 Piedmont Avenue Branch Lib  
 Rockridge Branch Library\*\*\*  
 Temescal Branch Library  
 West Oakland Branch Library

### Parks and Recreation

Lakeside Park  
 Arroyo Viejo Studio II  
 Verdese Carter Park  
 Fremont Pool  
 Brookdale Park  
 Live Oak Pool  
 Arroyo Viejo\*  
 Sailboat House  
 Davie Tennis Stadium  
 F.M. Smith Recreation Center  
 Poplar Recreation Center  
 Jefferson Square Rec. Center  
 Peralta Park  
 Lincoln Square Rec. Center  
 Rainbow Recreation Center  
 North Oakland Rec. Center  
 DeFremery Recreation Center\*  
 Bushrod Recreation Center\*  
 Golden Gate Recreation Center  
 Tassafaronga Rec. Center  
 Franklin Recreation Center  
 DeFremery Pool  
 Allendale Recreation Center  
 Old Snow Museum\*  
 Redwood Heights Rec. Center  
 Bellevue (Garden Center)  
 Brookfield Recreation Center  
 Raimondi Field  
 Joaquin Miller Park\*  
 Fairyland (In Rear)  
 Lakeside Park (Large)\*  
 Mosswood Recreation Center\*  
 Lakeside Park (Small)  
 Burkhalter Park  
 Dimond Recreation Center\*  
 Harrison Park  
 Joaquin Miller Community Ctr

9255 Edes Avenue  
 3565 Fruitvale Avenue  
 1427 88th Avenue  
 5606 San Pablo Avenue  
 550 El Embarcadero  
 6833 East 14th Street  
 4805 Foothill Boulevard  
 1687 Mountain Boulevard  
 160 41st Street  
 College Avenue and Manila Avenue  
 5205 Telegraph Avenue  
 1801 Adeline Street

1520 Lakeside Drive  
 7701 Krause Avenue  
 9600 Sunnyside Drive  
 4559 Foothill Boulevard  
 2535 High Street  
 1055 MacArthur Boulevard  
 7701 Krause Avenue  
 568 Bellevue Avenue  
 198 Oak Road  
 1969 Park Boulevard  
 3131 Union Street  
 7th Street and M.L. King Way  
 10th Street and Fallon Street  
 250 10th Street  
 5800 East 14th Street  
 365 45th Street  
 1651 Adeline Street  
 560 59th Street  
 1075 62nd Street  
 975 85th Avenue  
 1010 E. 15th Street  
 1651 Adeline Street  
 3711 Suter Street  
 19th Street and Harrison Street  
 3883 Aliso Avenue  
 666 Bellevue Avenue  
 9175 Edes Avenue  
 18th Street and Wood Street  
 3450 Joaquin Miller Road  
 452 Grand Avenue  
 666 Bellevue Avenue  
 3612 Webster Street  
 666 Bellevue Avenue  
 4062 Edwards Avenue  
 3860 Hanley Road  
 7th and Harrison Street  
 3450 Joaquin Miller Road

Montclair Recreation Center*	6300 Moraga Avenue
Temescal Pool	265 45th Street
West Oakland Senior Center	18th Street and Adeline Street
Henry J. Kaiser Conv Center	10 10th Street
San Antonio Recreation Center*	1701 East 19th Ave
Dunsmuir House and Garden**	End of Peralta Oaks Court
Manzanita Recreation Center	2701 22nd Avenue
Sanborn Recreation Center	1637 Fruitvale Avenue

Other

District 3 Maintenance Yard	5921 Shepherd Canyon
Ettie Street Maintenance Yard	3455 Ettie Street
Municipal Service Center	7101 Edgewater Drive
City Hall	1 City Hall Plaza
George P. Scotlan Conv Ctr	550 10th Street
Alice Arts Center	1428 Alice Street
The Oakland Museum	1000 Oak Street
City Administration Building***	15th Street and City Hall Plaza
City Administration Building***	14th Street and Broadway

\*Requires both Solid Waste and Yard Waste service

\*\*Yard Waste service only

\*\*\*Under construction

**D-1 Facilities Effective  
July 1, 2005**

## EXHIBIT D-1

### CITY-OWNED OR OPERATED FACILITIES

Contractor shall provide Solid Waste and/or Yard Waste collection services for City-owned or operated sites and facilities, a listing of which is set forth in this Exhibit. The City may reasonably modify this list by notifying the Contractor, indicating the type and frequency of service required. Contractor shall commence service within five (5) working days of a request from the City. The City shall not add facilities owned and operated by the Oakland Unified School District, the Oakland Housing Authority, or the Port of Oakland to the list without the approval of Contractor. All services shall be performed by Contractor at no cost to the City.

FACILITY NAME	FACILITY ADDRESS
AFRICAN AMERICAN MUSEUM/LIBRARY	659 14TH ST
ALICE ART CENTER	1428 ALICE ST
ALLENDALE RECREATION CENTER	3711 SUTER ST
ANIMAL CONTROL SHELTER	1101 29TH AV
ARROYO VIEJO RECREATION CENTER	7701 KRAUSE AV
ARROYO VIEJO STUDIO II	7701 KRAUSE AV
BROOKDALE RECREATION CENTER	2535 HIGH ST
BROOKFIELD BRANCH LIBRARY	9255 EDES AV
BROOKFIELD RECREATION CENTER	9175 EDES AV
BUSHROD RECREATION CENTER	560 59TH ST
BUSHROD RECREATION CENTER	569 59TH ST
CHILDREN'S FAIRYLAND	245 GRAND AV
CITY HALL	1 FRANK H OGAWA PLAZA
CITY OF OAKLAND BOAT LAUNCH	107 EMBARCADERO EAST
CITY OF OAKLAND MOUNT PATROL	291 GRAND AV
CITY OF OAKLAND PARK SERVICES	DOOLITTLE & HARBOR BAY
CITY OF OAKLAND PARKING GARAGE	409 12TH ST
COLUMBIA GARDENS PARK	9920 EMPIRE RD
CONCORDIA PARK	2901 64TH AV
CURT FLOOD FIELD PARK	3200 BOSTON AV
DALZIEL BUILDING	250 FRANK H OGAWA PLAZA
DAVIE TENNIS STADIUM	198 OAK RD
DEFREMERY POOL	1269 18TH ST
DEFREMERY RECREATION CENTER	1651 ADELINE ST
DIMOND BRANCH LIBRARY	3565 FRUITVALE AV
DIMOND PARK	3860 HANLY RD
DIMOND RECREATION CENTER	3860 HANLY RD
DOWNTOWN OAKLAND SENIOR CENTER	200 GRAND AV
EASTMONT POLICE SUBSTATION	2651 73RD AV
ELMHURST BRANCH LIBRARY	1427 88TH AV
F. M. SMITH RECREATION CENTER	1069 PARK BL
FIRE ALARM BUILDING-ELEC DEPT	14TH & OAK ST
FIRE DEPARTMENT CENTRAL SVCS	3459 CHAMPION ST
FIRE DEPT TRNG SVCS	250 VICTORY CT

<b>FACILITY NAME</b>	<b>FACILITY ADDRESS</b>
FIRE STATION #01/FIRE EMERGENC	1605 MLK JR WY
FIRE STATION #02 - OAKLAND	100 JACK LONDON SQ
FIRE STATION #03 - OAKLAND	1445 14TH ST
FIRE STATION #04 - OAKLAND	1235 E 14TH ST
FIRE STATION #05 - OAKLAND	934 34TH ST
FIRE STATION #06 - OAKLAND	7080 COLTON BL
FIRE STATION #07 - OAKLAND	1006 AMITO AV
FIRE STATION #08 - OAKLAND	463 51ST ST
FIRE STATION #10 - OAKLAND	172 SANTA CLARA AV
FIRE STATION #12 - OAKLAND	822 ALICE ST
FIRE STATION #13 - OAKLAND	1225 DERBY AV
FIRE STATION #15 - OAKLAND	455 27TH ST
FIRE STATION #16 - OAKLAND	3600 13TH AV
FIRE STATION #17 - OAKLAND	3344 HIGH ST
FIRE STATION #18 - OAKLAND	1700 50TH AV
FIRE STATION #19 - OAKLAND	5776 MILES AV
FIRE STATION #20 - OAKLAND	1408 98TH AV
FIRE STATION #21 - OAKLAND	13150 SKYLINE BL
FIRE STATION #22 - OAKLAND	1 AIRPORT DR
FIRE STATION #23 - OAKLAND	7100 FOOTHILL BL
FIRE STATION #24 - OAKLAND	5900 SHEPHERD CANYON RD
FIRE STATION #25 - OAKLAND	2795 BUTTERS DR
FIRE STATION #26 - OAKLAND	2611 98TH AV
FIRE STATION #27 - OAKLAND	8501 PARDEE DR
FIRE STATION #28 - OAKLAND	4615 GRASS VALLEY RD
FIRE STATION #29 - OAKLAND	1016 66TH AV
FRANKLIN RECREATION CENTER	1010 E 15TH ST
FREMONT POOL	4559 FOOTHILL BL
GOLDEN GATE LIBRARY	5606 SAN PABLO AV
GOLDEN GATE RECREATION CENTER	1075 62ND ST
GRAND LAKE RESOURCE CENTER	530 LAKE PARK AV
GREENMAN FIELD/HAVENSCOURT JHS	1390 66TH AV
HEAVY EQUIPMENT SHOP	5050 COLISEUM WY
HENRY J KAISER CONVENTION CTR	10 10TH ST
JEFFERSON SQUARE	7TH & MARTIN LUTHER KING
JOAQUIN MILLER PARK	415 SANBORN DR
JOAQUIN MILLER PARK COMMUN CTR	3594 SANBORN DR
JOAQUIN MILLER PARK REC CTR	3590 SANBORN DR
LAKESIDE PARK GARDEN CENTER	666 BELLEVUE AV
LEONA LODGE	4444 MOUNTAIN BL
LINCOLN SQUARE RECREATION CTR	250 10TH ST
LIONEL J WILSON BUILDING	150 FRANK H OGAWA PLAZA
LIONS POOL	3860 HANLY RD
LIVE OAK POOL	1055 MAC ARTHUR BL
MAIN LIBRARY	125 14TH ST
MAINTENANCE - CORP YARD	5901 SHEPHERD CANYON RD
MAINTENANCE - CORP YARD	5921 SHEPHERD CANYON RD

<b>FACILITY NAME</b>	<b>FACILITY ADDRESS</b>
MANZANITA RECREATION CENTER	2701 22ND AV
MARTIN LUTHER KING JR LIBRARY	6833 INTERNATIONAL BL
MAXWELL HOUSE PARK	4618 ALLENDALE AV
MELROSE BRANCH LIBRARY	4805 FOOTHILL BL
MONTCLAIR RECREATION CENTER	6300 MORAGA AV
MOSSWOOD RECREATION CENTER	3612 WEBSTER ST
MUNICIPAL SERVICE CENTER	7101 EDGEWATER DR
NORTH OAKLAND SENIOR CENTER	5714 MLK JR WY
OAKLAND CONVENTION & VISITOR'S	10TH ST & CLAY
OAKLAND MUSEUM	1000 OAK ST
OAKLAND MUSEUM	50 10TH ST
OAKPORT FIELD-OAKLAND REC FAC.	OAKPORT RD/NO. OF 66TH
OPR ADMINISTRATION BUILDING	1520 LAKESIDE DR
PERALTA HACIENDA HISTORICAL PK	2465 PAXTON AV
PERALTA HACIENDA HISTORICAL PK	2500 34TH AV
PERALTA PARK	10TH ST & FALLON
PIEDMONT AVENUE BRANCH LIBRARY	160 41ST ST
POLICE ADMINISTRATION BUILDING	455 7TH ST
POLICE CAR PARKING LOT	6TH & WASHINGTON ST
POPLAR RECREATION CENTER	3131 UNION ST
RAIMONDI FIELD PARK	1800 WOOD ST
RAINBOW RECREATION CENTER	5800 INTERNATIONAL BL
REDWOOD HEIGHTS RECREATION CTR	3883 ALISO AV
ROCKRIDGE LIBRARY	5366 COLLEGE AV
ROSE GARDEN	610 JEAN ST
SAILBOAT HOUSE	568 BELLEVUE AV
SAN ANTONIO RECREATION CENTER	1701 E 19TH ST
SANBORN RECREATION CENTER	1637 FRUITVALE AV
SEQUOIA LODGE	2666 MOUNTAIN BL
SHEFFIELD VILLAGE REC CENTER	247 MARLOW DR
SNOW PARK	19TH ST & HARRISON ST
STUDIO ONE	365 45TH ST
TASSAFORANGA RECREATION CENTER	975 85TH AV
TEMESCAL BRANCH LIBRARY	5205 TELEGRAPH AV
TEMESCAL POOL	371 45TH ST
TRAFFIC POLICE SUBSTATION	375 8TH AV
VERDESE CARTER RECREATION CTR	9600 SUNNYSIDE ST
WEST OAKLAND BRANCH LIBRARY	1801 ADELINE ST
WEST OAKLAND SENIOR CENTER	1724 ADELINE ST

**E. Street Litter Container  
Locations and Services Scheduled  
Effective December 1, 1995**

## EXHIBIT E

### STREET LITTER CONTAINER LOCATIONS AND SERVICE SCHEDULE

Contractor shall provide Solid Waste collection services for City-owned street litter containers, according to the schedule and at the locations set forth in this Exhibit. The City may reasonably modify the list of locations and service frequency by sending a letter to Contractor from the Sanitation Division, Maintenance Services Department, of the Office of Public Works. Contractor shall initiate the change in service within five (5) working days of a request from the City.

The initial list of street litter containers contains 689 locations. The City may add additional locations to the list between the Effective Date and December 31, 1995 up to a maximum of 750 locations and make reasonable changes in the collection frequency. Commencing January 1, 1996 Contractor shall be obligated to provide collection services for up to 75 new containers added by the City during each calendar year of this Agreement.

Contractor shall provide a label in English, Spanish and Chinese to be affixed to the containers warning users against placing household or commercial Solid Waste in the container. Contractor shall allow the City to review the label before final production. Contractor shall complete the design of the label by June 30, 1996 and placement on all litter containers by September 30, 1996.

The City shall be responsible for the purchase of all new and replacement street litter containers. If requested by the City, Contractor shall purchase and provide street litter containers meeting the City's specifications. The City shall be responsible for receipt, storage and placement of the containers at new service locations.



# City of Oakland Litter Containers

<u>No.</u>	<u>Location</u>		<u>Pick Up Days</u>	<u>Times Served Per Week</u>
1.	Adams & Euclid	S/E	M-W-F	3
2.	Adams & MacArthur	S/E	M-W-F	3
3.	Adeline & 7th St.	S/E	M-W-F	3
4.	Adeline & 11th St.	N/W	M-W-F	3
5.	Adeline & 14th St.		M-W-F	3
6.	Alice & 11th St.	N/E	M-W-F	3
7.	Alice & 12th St.	N/E	M-W-F	3
8.	Alice & 13th St.	S/W	M-W-F	3
9.	Alice & 14th St.	N/E	M-W-F	3
10.	Alcatraz & Adeline		M-W-F	3
11.	Bancroft & Havenscourt	N/W	M-W-F	3
12.	Bancroft & Havenscourt	S/W	M-W-F	3
13.	Bancroft & Havenscourt	N/E	M-W-F	3
14.	Bancroft & 82nd Ave.	N/W	M-W-F	3
15.	Bancroft & 82nd Ave.	S/E	M-W-F	3
16.	Bancroft & 98th Ave.	N/W	M-W-F	3
17.	Bellevue & VanBuren	N/W	M-W-F	3
18.	Broadway & Embarcadero	N/W	M-T-W-Th-F	5
19.	Broadway & Embarcadero	N/E	M-T-W-Th-F	5
20.	Broadway & 2nd St.	N/W	M-W-F	3
21.	Broadway & 3rd St.	S/E	M-W-F	3
22.	Broadway & 3rd St.	S/W	M-W-F	3
23.	Broadway & 4th St.	S/E	M-W-F	3
24.	Broadway & 4th St.	N/E	M-W-F	3
25.	Broadway & 5th St.	S/W	M-W-F	3
26.	Broadway & 7th St.	S/W	M-T-W-Th-F	5
27.	Broadway & 7th St.	N/E	M-T-W-Th-F	5
28.	Broadway & 7th St.	N/W	M-T-W-Th-F	5
29.	Broadway & 8th St.	N/E	M-T	2
30.	Broadway & 9th St.	S/E	M-T-W-Th-F	5
31.	Broadway & 9th St.	S/W	M-T-W-Th-F	5
32.	Broadway & 9th St.	N/E	M-T-W-Th-F	5
33.	Broadway & 11th St.	N/W	M-T-W-Th-F	5
34.	Broadway & 12th St.	S/W	M-T-W-Th-F	5
35.	Broadway & 12th St.	S/E	M-T-W-Th-F	5
36.	Broadway & 12th St.	N/W	M-T-W-Th-F	5
37.	Broadway & 12th St.	N/E	M-T-W-Th-F	5
38.	1220 Broadway	East Side	M-T-W-Th-F	5
39.	Broadway & 13th St.	N/E	M-T-W-Th-F	5
40.	1330 Broadway	East Side	M-T-W-Th-F	5
41.	Broadway & 14th St. (1333)	S/W	M-T-W-Th-F	5
42.	Broadway & 14th St.	N/E	M-T-W-Th-F	5
43.	Broadway & 14th @ bus shelter	N/S	M-T-W-Th-F	5

*W*

44.	Broadway & 14th St. east of shelter	N/	M-T-W-Th-F	5
45.	Broadway & 14th St.	S/E	M-T-W-Th-F	5
46.	Broadway & 14th St.	S/W	M-T-W-Th-F	5
47.	Broadway & 14th St.	N/W	M-T-W-Th-F	5
48.	1419 Broadway West Side		M-T-W-Th-F	5
49.	Broadway & 14th 100' W of B'Way South Side	N/E	M-T-W-Th-F	5
50.	Broadway & 15th St.		M-T-W-Th-F	5
51.	1560 Broadway		M-T-W-Th-F	5
52.	Broadway & 16th St. @ bus shelter		M-T-W-Th-F	5
53.	Broadway & 16th St. @ bus shelter		M-T-W-Th-F	5
54.	1615 Broadway		M-T-W-Th-F	5
55.	Broadway & 17th St.	S/E	M-T-W-Th-F	5
56.	Broadway & 17th St.	S/W	M-T-W-Th-F	5
57.	Broadway & 17th St.	N/W	M-T-W-Th-F	5
58.	Broadway & 17th St.	N/E	M-W-F	3
59.	1733 Broadway		M-W-F	3
60.	Broadway & 19th St.	S/W	M-T-W-Th-F	5
61.	Broadway & 19th St.	N/E	M-T-W-Th-F	5
62.	Broadway & 19th St.	N/W	M-T-W-Th-F	5
63.	1943 Broadway		M-T-W-Th-F	5
64.	1941 Broadway		M-T-W-Th-F	5
65.	Broadway & 20th St.	N/W	M-T-W-Th-F	5
66.	Broadway & 20th St.	N/E	M-T-W-Th-F	5
67.	Broadway & 20th St.	S/E	M-T-W-Th-F	5
68.	Broadway & 20th St.	S/W	M-T-W-Th-F	5
69.	2025 Broadway		M-T-W-Th-F	5
70.	Broadway & 21st St.	S/W	M-T-W-Th-F	5
71.	Broadway & 21st St.	N/E	M-T-W-Th-F	5
72.	Broadway & 21st St.	S/E	M-T-W-Th-F	5
73.	Broadway & 21st St.	N/W	M-T-W-Th-F	5
74.	Broadway & 22nd St.	N/W	M-T-W-Th-F	5
75.	Broadway & 22nd St.	S/E	M-T-W-Th-F	5
76.	Broadway & 22nd St.	S/W	M-T-W-Th-F	5
77.	Broadway & 22nd St.	S/E	M-T-W-Th-F	5
78.	Broadway & West Grand	S/W	M-T-W-Th-F	5
79.	Broadway & West Grand	N/E	M-T-W-Th-F	5
80.	Broadway & West Grand		M-T-W-Th-F	5
81.	Broadway & 24th St.	S/W	M-W-F	3
82.	Broadway & 26th St.	N/W	M-W-F	3
83.	Broadway & 27th St.	S/E	M-W-F	3
84.	Broadway & 29th St.	N/W	M-W-F	3
85.	Broadway & 29th St.	S/E	M-W-F	3
86.	Broadway & 29th St.	S/W	M-W-F	3
87.	Broadway & 29th St.	S/E	M-W-F	3
88.	Broadway & 30th St.	N/W	M-W-F	3
89.	Broadway & 30th St.	N/E	M-W-F	3
90.	Broadway & Piedmont	N/W	M-W-F	3
91.	Broadway & Piedmont	S/W	M-W-F	3
92.	Broadway & MacArthur	S/E	M-W-F	3
93.	Broadway & MacArthur 100' east/B'Way	N/E	M-W-F	3
94.	Broadway & MacArthur	S/E	M-W-F	3
95.	Broadway & 40th St.	N/W	M-W-F	3
96.	Broadway & 40th St.	S/E	M-W-F	3
97.	Broadway & 41st St.			

97.	Broadway & 42nd St.	N/W	M-W-F	3
98.	Broadway & Mather	S/E	M-W-F	3
99.	Broadway & 45th St.	N/W	M-W-F	3
100.	Broadway & Whitmore	S/E	M-W-F	3
101.	Broadway & Pleasant Valley	N/E	M-W-F	3
102.	Broadway & 51st St.	N/W	M-T-W-Th-F	5
103.	Broadway east of Clifton East Side		M-W-F	3
104.	5251 Broadway		M-W-F	3
105.	Broadway & College	N/W	M-T-W-Th-F	5
106.	Broadway Terrace & Pinewood	N/W	M-W-F	3
107.	Claremont & 62nd St.	S/W	M-W-F	3
108.	Claremont & 62nd St.		M-W-F	3
109.	Clay & 7th St.		M-W-F	3
110.	Clay & 8th St.	S/E	M-W-F	3
111.	Clay & 9th St.	S/W	M-W-F	3
112.	Clay & 9th St.	N/E	M-W-F	3
113.	Clay & 10th St.	S/E	M-W-F	3
114.	Clay & 14th St.	N/W	M-W-F	3
115.	1417 Clay St.		M-W-F	3
116.	Clay & 16th St.	N/E	M-W-F	3
117.	5243 College Ave. West Side		M-T-W-Th-F	5
118.	College & Bryant	N/E	M-T-W-Th-F	5
119.	5250 College		M-W-F	3
120.	College & Claremont		M-T-W-Th-F	5
121.	College & Manilla	N/W	M-T-W-Th-F	5
122.	College & Taft West Side			
123.	College & Taft	S/E	M-T-W-Th-F	5
124.	College & Lawton	N/W	M-T-W-Th-F	5
125.	College & Lawton	N/E	M-T-W-Th-F	5
126.	College & Broadway	N/W	M-Th	2
127.	College & Keith	S/E	M-Th	2
128.	College & Miles	N/E	M-T-W-Th-F	5
129.	College & Miles	N/W	M-T-W-Th-F	5
130.	College & Chabot	S/E	M-T-W-Th-F	5
131.	College & Chabot	N/W	M-T-W-Th-F	5
132.	College & 62nd St.	S/E	M-F	2
133.	College & Claremont	S/W	T-F	2
134.	College & 63rd St.	S/W	M-W-F	3
135.	Euclid & Palm	N/E	M-W-F	3
136.	Foothill & 5th Ave.	N/E	M-W-F	3
137.	Foothill & 25th Ave.	S/W	M-W-F	3
138.	Foothill & Fruitvale	S/E	M-W-F	3
139.	Foothill & Fruitvale	N/E	M-W-F	3
140.	Foothill & Fruitvale	N/E	M-W-F	3
141.	Foothill & 35th Ave.	N/W	M-W-F	3
142.	Foothill & 38th Ave.	N/E	M-Th	2
143.	Foothill & 39th Ave.	N/W	M-W-F	3
144.	Foothill & High	S/E	M-W-F	3
145.	Foothill & High	S/W	M-T-W-Th-F	5
146.	Foothill & High		M-W-F	3
147.	Foothill & Havenscourt			
148.	Foothill & Cole			

149.	Foothill & Cole	N/E	M-W-F	3
150.	Foothill & Fairfax	S/W	M-W-F	3
151.	Foothill & 55th Ave.	S/W	M-W-F	3
152.	Foothill & Trask	N/W	T-F	2
153.	Foothill & Seminary	S/W	M-W-F	3
154.	Foothill & Seminary	S/E	M-W-F	3
155.	Foothill & Seminary	N/E	M-T-W-Th-F	5
156.	5900 Foothill	N/E	T-F	2
157.	Foothill & Church	N/E	M-W-F	3
158.	Foothill & Church	S/W	M-W-F	3
159.	Foothill & Church	S/E	M-W-F	3
160.	Foothill & 64th Ave.	S/W	M-Th	2
161.	Foothill & 73rd Ave.	S/W	M-W-F	3
162.	Foothill & 73rd Ave.		M-W-F	3
163.	Franklin & 7th St.	S/W	M-T-W-Th-F	5
164.	Franklin & 8th St.	S/E	M-T-W-Th-F	5
165.	Franklin & 9th St.	S/W	M-T-W-Th-F	5
166.	Franklin & 9th St.	S/E	M-T-W-Th-F	5
167.	Franklin & 9th St.	N/E	M-T-W-Th-F	5
168.	Franklin & 12th St.	N/W	M-T-W-Th-F	5
169.	Franklin & 12th St.	S/E	M-T-W-Th-F	5
170.	Franklin & 12th St.	S/W	M-T-W-Th-F	5
171.	Franklin & 13th St.	S/W	M-T-W-Th-F	5
172.	Franklin & 13th St. mid block	N/E	M-T-W-Th-F	5
173.	Franklin & 13th St.	S/E	M-T-W-Th-F	5
174.	Franklin & 14th St.	N/E	M-T-W-Th-F	5
175.	Franklin & 14th St.	S/W	M-T-W-Th-F	5
176.	Franklin & 14th St.	N/W	M-T-W-Th-F	5
177.	Franklin & 15th St.	S/W	M-W-F	3
178.	Franklin & 15th St.	N/E	M-W-F	3
179.	Franklin & 15th St.	N/W	M-W-F	3
180.	Franklin & 17th St.	N/E	M-W-F	3
181.	Franklin & 17th St.	S/W	M-W-F	3
182.	Franklin & 19th St.	N/E	M-W-F	3
183.	Franklin & 19th St.	S/W	M-W-F	3
184.	Franklin & 20th St.	N/W	M-W-F	3
185.	Franklin & 20th St.	N/E	M-W-F	3
186.	Franklin & 20th St.	S/W	M-W-F	3
187.	Franklin & 21st St.	N/E	M-W-F	3
188.	Franklin & 22nd St.	N/E	M-W-F	3
189.	Fruitvale & Blossom	N/W	M-W-F	3
190.	Fruitvale & E. 27th St.	N/W	M-W-F	3
191.	Fruitvale & E. 27th St.	S/E	M-W-F	3
192.	Fruitvale & Brookdale	S/E	M-W-F	3
193.	Fruitvale & Solano		T-F	3
194.	Fruitvale & Montana under Freeway	S/W	M-W-F	3
195.	Fruitvale & Montana	N/E	M-Th	2
196.	Grand & Bellevue	S/E	M-W-F	3
197.	Grand & Bellevue	N/E	M-W-F	3
198.	Grand & Bellevue	S/W	M-W-F	3
199.	Grand & Ellita	S/E	M-W-F	3
200.	Grand & Euclid	N/E	M-W-F	3

*W* (4)

201.	Grand & Euclid			
202.	Grand & Valdez	S/W	M-W-F	3
203.	Grand & Harrison	S/W	M-W-F	3
204.	Grand & Harrison	S/W	M-T-W-Th-F	5
205.	Grand & Park View Terrace	N/E	M-W-F	3
206.	Grand & Perkins	N/E	M-W-F	3
207.	Grand & Perkins	N/E	M-W-F	3
208.	Grand & Staten	S/W	M-W-F	3
209.	Grand & Staten	S/W	M-W-F	3
210.	Grand & Euclid	N/E	M-W-F	3
211.	Grand & MacArthur	N/W	M-W-F	3
212.	Grand & MacArthur	S/W	M-W-F	3
213.	Grand & MacArthur	S/E	M-W-F	3
214.	Grand & Lake Park	N/W	M-W-F	3
215.	Grand & Lake Park	N/E	M-T-W-Th-F	5
216.	Grand & Lake Park		M-T-W-Th-F	5
217.	Grand & Santa Clara on island	S/E	M-T-W-Th-F	5
218.	3320 Grand East Side	N/W	M-T-W-Th-F	5
219.	3354 Grand West Side		M-T-W-Th-F	5
220.	Grand & Elwood West Side		M-T-W-Th-F	5
221.	Grand & Mandana		M-T-W-Th-F	5
222.	3633 Grand West Side	S/W	M-T-W-Th-F	5
223.	Grand Weldon East Side		M-W-F	3
224.	Grand & Boulevard Way		M-T-W-Th-F	5
225.	3931 Grand West Side	N/E	M-T-W-Th-F	5
226.	Grand & Wildwood		M-W-F	3
227.	Harrison & 13th St.	S/E	M-W-F	3
228.	Harrison & 14th St.	S/W	M-W-F	3
229.	Harrison & 14th St.	N/E	M-W-F	3
230.	Harrison & 15th St.	N/W	M-W-F	3
231.	Harrison & 17th St.	S/W	M-W-F	3
232.	Harrison & 19th St.	S/W	M-W-F	3
233.	Harrison & 20th St.	N/E	M-W-F	3
234.	Harrison & 20th St.	N/W	M-W-F	3
235.	Harrison & 21st St.	S/W	M-W-F	3
236.	Harrison & 22nd St.	N/W	M-W-F	3
237.	Hegenberger & Edes	S/W	M-W-F	3
238.	Hegenberger & Baldwin	N/E	M-Th	2
239.	Hegenberger & Coliseum Way	S/E	M-Th	2
240.	Hegenberger s/o Heg Loop East Side	N/W	M-Th	2
241.	Jackson & 11th St.		M-Th	2
242.	Jackson & 12th St.	N/W	M-W-F	3
243.	Jackson & 13th St.	N/W	M-W-F	3
244.	Jackson & 14th St.	S/W	M-W-F	3
245.	Jackson & 14th St.	N/E	M-W-F	3
246.	Jefferson & 17th St.	S/W	M-W-F	3
247.	Kaiser Plaza & 21st St.	S/W	M-W-F	3
248.	Kaiser Plaza & 21st St. South Side	N/E	M-W-F	3
249.	Kaiser Plaza & 22nd St.		M-W-F	3
250.	Lake Park w/o Rand	N/E	M-W-F	3
251.	3417 Lakeshore West Side	N/W	M-T-W-Th-F	5
252.	Lakeshore & Longridge	S/W	M-T-W-Th-F	5

*Handwritten signature/initials*

53.	Trestle Glen & Wesley	S/E	M-T-W-Th-F	5
254.	3373 Lakeshore West Side		M-T-W-Th-F	5
255.	3279 Lakeshore West Side		M-W-F	3
256.	3268 Lakeshore West Side		M-W-F	3
257.	3347 Lakeshore West Side		M-T-W-Th-F	5
258.	3318 Lakeshore East Side		M-T-W-Th-F	5
259.	3256 Lakeshore East Side		M-T-W-Th-F	5
260.	Lakeshore & Lake Park under Freeway	S/E	M-T-W-Th-F	5
261.	Lakeshore & MacArthur	S/W	M-T-W-Th-F	5
262.	1200 Lakeshore East Side		M-W-F	3
263.	Lake Park across from Kwik-Way		M-Th	2
264.	Leimert Blvd. & Clemens	S/E	M-W-F	3
265.	1434 Leimert		M-W-F	3
266.	Leimert & Oakmore	N/W	M-W-F	3
267.	Leimert & Oakmore	S/W	M-W-F	3
268.	Lennox & Van Buren		M-W-F	3
269.	MacArthur & Piedmont	N/E	M-W-F	3
270.	MacArthur & Piedmont	S/E	M-W-F	3
271.	MacArthur & Alma	S/E	M-Th	2
272.	MacArthur & Park Blvd	S/W	M-W-F	3
273.	MacArthur & Park Blvd	S/E	M-W-F	3
274.	MacArthur & Sheffield North Side		M-W-F	3
275.	MacArthur & Randolph	N/E	M-W-F	3
276.	MacArthur & Randolph	S/W	M-W-F	3
277.	MacArthur & Canon	N/E	M-W-F	3
78.	MacArthur & Dimond	S/W	M-W-F	3
79.	MacArthur & Fruitvale	S/E	M-W-F	3
280.	MacArthur & Fruitvale	N/W	M-T-W-Th-F	5
281.	MacArthur & Fruitvale	S/W	M-T-W-Th-F	5
282.	MacArthur & Fruitvale	N/E	M-W-F	3
283.	MacArthur & Boston	S/E	M-Th	2
284.	MacArthur & Boston	N/E	M-W-F	3
285.	MacArthur & Coolidge	N/E	M-W-F	3
286.	MacArthur & Coolidge	S/W	M-W-F	3
287.	MacArthur & Loma Vista	S/E	M-W-F	3
288.	MacArthur & Maple	S/W	M-W-F	3
289.	MacArthur & Maple	N/E	M-W-F	3
290.	2226 MacArthur North Side		M-W-F	3
291.	MacArthur & 35th Ave.	N/E	M-W-F	3
292.	MacArthur & 35th Ave.	N/W	M-W-F	3
293.	MacArthur & 35th Ave.	S/E	T-F	2
294.	MacArthur & 35th Ave.	S/W	M-W-F	3
295.	MacArthur & Brown Ave	N/E	T-F	2
296.	MacArthur & Brown Ave.	N/W	T-F	2
297.	MacArthur & Loma Vista	S/W	T-F	2
298.	MacArthur & 38th Ave.	N/E	T-F	2
299.	MacArthur & 38th Ave.	S/E	T-F	2
300.	MacArthur & 39th Ave.	N/W	T-F	2
301.	MacArthur & 39th Ave.	N/E	T-F	2
302.	MacArthur & Maybelle Ave.	S/W	T-F	2
303.	MacArthur & High St.	S/E	M-W-F	3
304.	MacArthur & High St.	S/W	M-W-F	3
305.	MacArthur & High St.	N/W	M-W-F	3

*M* (HS)

306.	MacArthur & High	N/E	M-W-F	3
307.	MacArthur & Seminary	N/E	M-W-F	3
308.	MacArthur & Seminary		M-W-F	3
309.	MacArthur & Seminary	N/W	M-W-F	3
310.	MacArthur & Seminary	S/W	M-W-F	3
311.	MacArthur & 60th Ave.	S/W	M-W-F	3
312.	MacArthur & 61st Ave.		T-F	2
313.	MacArthur & 64th Ave.	N/E	T-F	2
314.	MacArthur & 72nd Ave.	N/E	M-W-F	3
315.	MacArthur & Parker	N/E	M-W-F	3
316.	MacArthur & Van Buren		M-W-F	3
317.	MacArthur & 82nd Ave.	N/E	M-W-F	3
318.	MacArthur & 82nd Ave.	S/W	M-W-F	3
319.	MacArthur & 90th Ave.	S/W	M-Th	2
320.	MacArthur & 90th Ave.	S/E	M-Th	2
321.	MacArthur & 90th Ave.	N/W	M-W-F	3
322.	MacArthur & 90th Ave.	N/E	M-W-F	3
323.	MacArthur & 94th Ave.	N/E	M-W-F	3
324.	MacArthur & 94th Ave.	S/W	M-W-F	3
325.	MacArthur & 98th Ave.	N/E	M-W-F	3
326.	MacArthur & 98th Ave.	S/W	M-W-F	3
327.	MacArthur & 99th Ave.	N/E	M-W-F	3
328.	MacArthur & 100th Ave.	S/W	M-W-F	3
329.	MacArthur & 106th Ave.	S/W	M-W-F	3
330.	MacArthur & 106th Ave.	N/E	M-W-F	3
331.	MacArthur & 108th Ave.	N/E	M-W-F	3
332.	MacArthur & 108th Ave.	S/W	M-W-F	3
333.	Madison & 14th St.	N/E	M-W-F	3
334.	Madison & 14th St.	N/W	M-W-F	3
335.	Madison & 14th St.	S/E	M-W-F	3
336.	Madison & 13th St.		M-W-F	3
337.	Madison & 13th St.	N/E	M-W-F	3
338.	Market & Arlington	S/E	M-W-F	3
339.	Market bet 8th and 10th Sts.	N/W	M-W-F	3
340.	Market & 10th St.	N/W	M-W-F	3
341.	Market & 14th St.	N/E	M-W-F	3
342.	Market & 26th St.	N/W	M-Th	2
343.	Martin Luther King & 29th St.	N/E	M-Th	3
344.	Martin Luther King & 40th St.	N/W	M-Th	2
345.	Martin Luther King & 40th St.	S/E	M-W-F	3
346.	Montecito & Lee		Daily	2
347.	Mountain & La Salle		Daily	3
348.	Mountain & Cabot		Daily	
349.	Mountain Blvd opposite 816		Daily	
350.	Mountain & Woodminster	N/W	Daily	
351.	Mountain & Joaquin Miller	N/E	Daily	
352.	Mountain & Mauley		Daily	
353.	Mountain & Medau Pl.	N/W	Daily	
354.	Mountain & Medau Pl.	N/E	Daily	
355.	Mountain & Medau Pl.	S/W	Daily	
356.	Mountain & Medau Pl.	S/E	Daily	
357.	Mountain & Medau Pl.		Daily	
358.	1934 Mountain		Daily	

Handwritten signature and initials, possibly 'M' and 'H', with a circled 'H'.

359.	1959 Mountain Blvd.		Daily	
360.	Mountain & La Salle	N/E	Daily	
361.	Mountain & La Salle	S/W	Daily	
362.	Mountain & La Salle	S/E	Daily	
363.	Mountain & La Salle	N/W	Daily	
364.	Mountain & Moraga	N/W	Daily	
365.	Mountain & Moraga	N/E	Daily	
366.	Mountain & Antioch	N/E	Daily	
367.	Antioch St. & Antioch Ct.	S/W	Daily	
368.	2062 Mountain North Side		Daily	
369.	2066 Mountain North Side		Daily	
370.	2081 Mountain South Side		Daily	
371.	Mountain & Snake	N/E	Daily	
372.	Mountain & Snake South Side		Daily	
373.	Moraga & La Salle	N/W	Daily	
374.	Moraga & La Salle	N/E	Daily	
375.	Moraga & La Salle	S/W	Daily	
376.	Moraga & Medau	N/W	Daily	
377.	Moraga & Medau	N/E	Daily	
378.	Moraga 250' n/o Medau North Side		M-Th	
379.	Oak St. & 10th St.	N/E	M-W-F	3
380.	Oak St. & 12th St.	N/W	M-W-F	3
381.	Oak St. & 12th St.	S/E	M-W-F	3
382.	Oak St. & 13th St.	S/W	M-W-F	3
383.	Oak St. & 14th St.	S/W	M-W-F	3
384.	Oak St. & 14th St.		M-W-F	3
385.	Park Blvd. & 7th Ave.	S/E	M-W-F	3
386.	Park & Excelsior		M-W-F	3
387.	Park Blvd. & E. 34th St.	S/E	M-W-F	3
388.	Park Blvd. & Chatham	N/E	M-W-F	3
389.	Park Blvd. & MacArthur	N/E	T-F	2
390.	Park Blvd. & Wellington	S/W	M-W-F	3
391.	Park Blvd. & Glenfield West Side		T-F	2
392.	Park Blvd. & Hampel	S/W	M-W-F	3
393.	Perkins & Jayne	N/W	M-W-F	3
394.	Perkins & Orange	N/E	M-W-F	3
395.	Perkins & Van Buren	S/E	M-W-F	3
396.	Perkins & Van Buren	N/W	M-W-F	3
397.	Piedmont & Pleasant Valley	S/E	M-T-W-Th-F	5
398.	Piedmont & Montell	S/E	M-T-W-Th-F	5
399.	Piedmont & Echo	N/E	M-T-W-Th-F	5
400.	Piedmont & Estrada	N/E	M-T-W-Th-F	5
401.	Piedmont & 41st St.	S/W	M-T-W-Th-F	5
402.	Piedmont & 41st St.	N/W	M-T-W-Th-F	5
403.	Piedmont & Linda	S/E	M-T-W-Th-F	5
404.	Piedmont Ave. City Parking Lot		M-T-W-Th-F	5
405.	Piedmont Ave. City Parking Lot		M-T-T-Th-F	5
406.	Piedmont Ave. City Parking Lot		M-T-W-Th-F	5
407.	Piedmont Ave. City Parking Lot		M-T-W-Th-F	5
408.	Piedmont & Ridgeway	S/W	M-T-W-Th-F	5
409.	Peralta & 10th St.	N/W	M-W-F	3
410.	Peralta & 11th St.	S/E	M-W-F	3
411.	Peralta & 12th St.	N/W	M-W-F	3

412.	4000 Redwood Rd			
413.	San Pablo & 14th St.		M-W-F	3
414.	San Pablo & 15th St.		M-T-W-Th-F	5
415.	San Pablo & 16th St.		M-T-W-Th-F	5
416.	San Pablo & 16th St.	S/W	M-W-F	3
417.	San Pablo & 17th St.	S/E	M-W-F	3
418.	San Pablo & 19th St.	N/E	M-W-F	3
419.	San Pablo & 19th St.	S/W	M-W-F	3
420.	San Pablo & 20th St.	N/E	M-W-F	3
421.	San Pablo & 20th St.	N/E	M-W-F	3
422.	San Pablo & 20th St.		M-W-F	3
423.	San Pablo & 20th St.	S/E	M-W-F	3
424.	2101 San Pablo West Side	S/W	M-W-F	3
425.	San Pablo & 25th St.		M-W-F	3
426.	2942 San Pablo East Side	S/E	M-W-F	3
427.	30th St. & San Pablo East Side		M-W-F	3
428.	San Pablo & Market		M-W-F	3
429.	San Pablo & 31st St.	N/W	M-W-F	3
430.	San Pablo & 53rd St.	N/E	M-W-F	3
431.	San Pablo & 53rd St.	S/E	M-W-F	3
432.	San Pablo & 56th St.	N/W	M-W-F	3
433.	San Pablo & Stanford	N/E	M-W-F	3
434.	San Pablo & Stanford	S/W	M-W-F	3
435.	San Pablo & Stanford	N/W	M-W-F	3
436.	San Pablo & 60th St.	S/E	M-W-F	3
437.	San Pablo & 62nd St. East Side	S/E	M-W-F	3
438.	San Pablo & 62nd St.		M-W-F	3
439.	San Pablo & 63rd St.	N/W	M-W-F	3
440.	San Pablo & 64th St.	N/E	M-W-F	3
441.	San Pablo & 65th St.	N/W	M-W-F	3
442.	San Pablo & 66th St.	N/W	M-W-F	3
443.	San Pablo & 67th St.	S/E	M-W-F	3
444.	San Pablo & 67th St. West Side	S/E	M-W-F	3
445.	Seminary & Camden		M-W-F	3
446.	Seminary & Walnut	N/W	M-Th	2
447.	Seminary & E. 17th St.	N/W	M-W-F	3
448.	5863 Seminary East Side	N/E	M-Th	2
449.	Shattuck & Aileen St.		M-W-F	3
450.	Shattuck & Aileen St.	N/E	Daily	
451.	Shattuck & Alcatraz	N/W	Daily	
452.	Shattuck & Alcatraz	N/W	Daily	
453.	Shattuck & 51st St.	N/E	Daily	
454.	Shattuck & 55th St.	N/W	M-W-F	3
455.	Shattuck & 55th St.	N/W	Daily	
456.	Shattuck & 59th St.	N/E	Daily	
457.	Shattuck & 59th St.	N/W	Daily	
458.	Shattuck & 60th St.	N/E	Daily	
459.	Shattuck & 61st St.		Daily	
460.	Shattuck & 61st St.	N/W	Daily	
461.	Shattuck & 66th St.		Daily	
462.	Summit & 29th St.	N/E	M-Th	2
463.	Summit & 30th St.	N/E	M-W-F	3
464.	Summit & 30th St.	N/W	M-W-F	3
		S/W	M-W-F	3

65.	Telegraph & 16th St.	S/E	M-T-W-Th-F	5
466.	Telegraph & 16th St.	N/E	M-W-F	3
467.	Telegraph & 17th St.	N/W	M-T-W-Th-F	5
468.	Telegraph & 17th St.		M-W-F	3
469.	Telegraph & 17th St.	S/W	M-T-W-Th-F	5
470.	Telegraph & 18th St.	S/W	M-T-W-Th-F	5
471.	Telegraph & 18th St.	S/E	M-T-W-Th-F	5
472.	Telegraph & 19th St.	S/E	M-T-W-Th-F	5
473.	Telegraph & 19th St.	N/E	M-T-W-Th-F	5
474.	Telegraph & 19th St.	N/W	M-T-W-Th-F	5
475.	Telegraph & 20th St.	N/E	M-T-W-Th-F	5
476.	Telegraph & 20th St.	S/E	M-T-W-Th-F	5
477.	Telegraph & 20th St.	S/W	M-T-W-Th-F	5
478.	Telegraph & 16th St.	N/W	M-T-W-Th-F	5
479.	Telegraph & 20th St.	N/W	M-T-W-Th-F	5
480.	Telegraph & 21st St.	N/W	M-T-W-Th-F	5
481.	Telegraph & Grand	S/W	M-W-F	3
482.	Telegraph & Grand	S/E	M-W-F	3
483.	Telegraph & 25th St.	S/W	M-W-F	3
484.	Telegraph & Sycamore	S/W	M-W-F	3
485.	Telegraph & 27th St.	S/E	M-W-F	3
486.	Telegraph & 27th St.	S/W	M-W-F	3
487.	Telegraph & 27th St.		M-W-F	3
488.	Telegraph & 29th St.	S/E	M-W-F	3
489.	Telegraph & 29th St.	N/W	M-W-F	3
490.	3027 Telegraph West Side		M-W-F	3
91.	Telegraph & 30th St.	S/E	M-W-F	3
492.	Telegraph & 34th St.	S/E	M-W-F	3
493.	Telegraph & 34th St.	N/W	M-W-F	3
494.	Telegraph & 37th St.	N/W	M-W-F	3
495.	Telegraph & MacArthur West Side	N/W	M-W-F	3
496.	Telegraph & 38th St.	S/E	M-W-F	3
497.	Telegraph & 40th St.	N/E	M-W-F	3
498.	Telegraph & 40th St.	N/W	M-W-F	3
499.	Telegraph & 40th St.	S/W	M-W-F	3
500.	Telegraph & 40th St.	S/E	M-W-F	3
501.	Telegraph & 42th St.	S/E	M-W-F	3
502.	Telegraph & 42th St.	N/W	M-W-F	3
503.	Telegraph & 43rd St.	N/W	M-T-W-Th-F	5
504.	Telegraph & 43rd St.	N/E	M-T-W-Th-F	5
505.	4401 Telegraph	N/W	M-W-F	3
506.	Telegraph & 48th St.	S/E	M-W-F	3
507.	Telegraph & 48th St.	N/W	M-W-F	3
508.	Telegraph & 52nd St.	N/W	M-W-F	3
509.	Telegraph & 52nd St.	N/E	M-W-F	3
510.	Telegraph & 50th St.	N/W	M-W-F	3
511.	Telegraph & 55th St.	S/E	M-W-F	3
512.	Telegraph & 55th St.	N/W	M-W-F	3
513.	Telegraph & 58th St.	S/E	M-W-F	3
514.	Telegraph & Aileen	N/W	M-W-F	3
515.	Telegraph & Mc Auley	S/E	M-W-F	3
16.	Telegraph & 60th St.	N/W	M-W-F	3
517.	Telegraph & 62nd St.	S/E	M-W-F	3

518.	Telegraph & 62nd St.	N/W	M-W-F	3
519.	Telegraph & Alcatraz	S/W	M-W-F	3
520.	Telegraph & Alcatraz	S/E	M-W-F	3
521.	Telegraph & Alcatraz	N/W	M-W-F	3
522.	Telegraph & 66th St.	N/W	M-W-F	3
523.	Telegraph & 66th St.	S/E	M-W-F	3
524.	Vallecito Place near 2853	S/W	M-W-F	3
525.	Vernon St. towards Bay Place		M-W-F	3
526.	Washington & 6th St.	S/E	M-W-F	3
527.	Washington & 6th St.	N/E	M-W-F	3
528.	Washington & 7th St.	N/E	M-W-F	3
529.	Washington & 8th St.	S/W	M-W-F	3
530.	Washington & 8th St.	N/W	M-W-F	3
531.	Washington & 9th St.	S/E	M-W-F	3
532.	Washington & 9th St.	N/W	M-W-F	3
533.	Washington & 10th St.	S/E	M-W-F	3
534.	City Hall Plaza & 14th St.	N/E	M-W-F	3
535.	City Hall Plaza & 14th St.	N/W	M-W-F	3
536.	City Hall Plaza & 15th St.	S/E	M-W-F	3
537.	City Hall Plaza & 15th St.	S/W	M-W-F	3
538.	Webster & 7th St.	N/W	M-T-W-Th-F	5
539.	Webster & 7th St.	N/E	M-T-W-Th-F	5
540.	Webster & 8th St.	S/E	M-T-W-Th-F	5
541.	Webster & 8th St.	S/W	M-T-W-Th-F	5
542.	Webster & 8th St.	N/E	M-T-W-Th-F	5
543.	Webster & 8th St.	N/W	M-T-W-Th-F	5
544.	Webster & 9th St.	N/E	M-T-W-Th-F	5
545.	Webster & 9th St.	N/W	M-T-W-Th-F	5
546.	Webster & 9th St.	S/W	M-T-W-Th-F	5
547.	Webster & 10th St.	S/E	M-T-W-Th-F	5
548.	Webster & 10th St.	S/W	M-T-W-Th-F	5
549.	Webster & 12th St.	N/E	M-T-W-Th-F	5
550.	Webster & 13th St.	N/E	M-T-W-Th-F	5
551.	Webster & 14th St.	N/W	M-T-W-Th-F	5
552.	Webster & 15th St.	N/W	M-W-F	3
553.	1608 Webster		M-W-F	3
554.	Webster & 17th St.	S/W	M-W-F	3
555.	Webster & 19th St.	S/E	M-W-F	3
556.	Webster & 19th St.	N/W	M-W-F	3
557.	Webster & 20th St.	N/E	M-W-F	3
558.	Webster & 20th St.	N/W	M-W-F	3
559.	Webster & 20th St.		M-W-F	3
560.	Webster & 21st St.	N/W	M-W-F	3
561.	Webster & 21st St.	S/E	M-W-F	3
562.	Webster & 22nd St.	N/E	M-W-F	3
563.	Webster & Grand	S/W	M-W-F	3
564.	Webster & Grand	N/E	M-W-F	3
565.	Webster & 24th St.	S/E	M-W-F	3
566.	Webster & 30th St.	N/E	M-W-F	3
567.	E. 14th & 1st Ave.	N/E	M-W-F	3
568.	E. 14th & 1st Ave. @ 1417	N/E	M-W-F	3
569.	E. 14th & 1st Ave. 100' n/e of E. 14th		M-W-F	3
570.	E. 14th & 2nd Ave.	S/W	M-W-F	3

*W* (11)

71.	E. 14th & 2nd Ave.	S/W	M-W-F	3
72.	E. 14th & 3rd Ave.	N/E	M-W-F	3
573.	E. 14th & 4th Ave.	S/W	M-W-F	3
574.	E. 14th & 5th Ave.	S/W	M-W-F	3
575.	E. 14th & 5th Ave.	N/E	M-W-F	3
576.	E. 14th & 7th Ave.	N/E	M-W-F	3
577.	E. 14th & 7th Ave.	S/W	M-W-F	3
578.	E. 14th & 23rd Ave.	N/W	M-W-F	3
579.	E. 14th & 23rd Ave.	N/E	M-W-F	3
580.	E. 14th & 23rd Ave.	S/W	M-W-F	3
581.	E. 14th & 24th Ave.	N/E	M-W-F	3
582.	E. 14th & 26th Ave.	S/W	M-T-W-Th-F	5
583.	E. 14th & 29th Ave.	S/W	M-W-F	3
584.	E. 14th & 29th Ave.	N/E	M-W-F	3
585.	E. 14th & Derby	N/W	Daily	
586.	E. 14th & Fruitvale	S/W	M-W-F	3
587.	E. 14th & Fruitvale	N/W	M-W-F	3
588.	E. 14th & Fruitvale	N/E	M-W-F	3
589.	E. 14th & Fruitvale	S/E	M-W-F	3
590.	E. 14th & 33rd Ave.		M-W-F	3
591.	E. 14th & 33rd Ave.	S/E	M-W-F	
592.	E. 14th & 33rd Ave.	S/W	Daily	
593.	E. 14th & 33rd Ave.	N/W	M-Th	2
594.	3347 E. 14th	S/W	M-W-F	3
595.	E. 14th & 34th Ave.	S/E	M-W-F	3
597.	E. 14th & 35th Ave.	S/W	M-W-F	3
598.	E. 14th & 35th Ave.	S/E	M-W-F	3
599.	E. 14th & 35th Ave.	N/W	M-W-F	3
600.	E. 14th & 35th Ave.	N/E	M-W-F	3
601.	E. 14th & 36th Ave.	S/E	M-T-W-Th-F	5
602.	E. 14th & 36th Ave.	S/W	M-T-W-Th-F	5
603.	E. 14th & 36th Ave.	N/E	M-T-W-Th-F	5
604.	E. 14th & 37th Ave.	S/W	M-T-W-Th-F	5
605.	E. 14th & 37th Ave.	S/E	M-T-W-Th-F	5
606.	E. 14th & 37th Ave.	N/E	M-T-W-Th-F	5
607.	E. 14th & 38th Ave.	S/E	M-W-F	3
608.	E. 14th & 38th Ave.	N/W	M-W-F	3
609.	E. 14th & 38th Ave.	S/W	Daily	
610.	E. 14th & 38th Ave.	N/E	Daily	
611.	E. 14th & 39th Ave.	S/W	Daily	
612.	E. 14th & 39th Ave.	N/W	Daily	
613.	E. 14th & 40th Ave.	N/E	Daily	
614.	E. 14th & 40th Ave.	S/W	Daily	
615.	E. 14th & 40th Ave.	S/E	Daily	
616.	E. 14th & 41st Ave.	S/W	Daily	
617.	E. 14th & High St.	S/W	M-W-F	3
618.	E. 14th & High St.	N/W	M-W-F	3
619.	E. 14th & High St.	N/E	M-W-F	3
620.	E. 14th & High St.	S/E	M-W-F	3
621.	E. 14th & Bancroft Way	N/E	M-W-F	3
622.	E. 14th & 44th Ave.	N/E	Daily	
23.	E. 14th & 45th Ave.	N/E	T-F	2
24.	E. 14th & 45th Ave.	S/W	T-F	2

North Side

625.	E. 14th & 46th Ave.	N/E	T-F	2
626.	E. 14th & 49th Ave.	S/W	M-W-F	3
627.	E. 14th & 51st Ave.	S/W	M-W-F	3
628.	E. 14th & 51st Ave.	N/E	M-W-F	3
629.	E. 14th & 54th Ave.	N/W	Daily	3
630.	E. 14th & 54th Ave.	N/E	Daily	
631.	E. 14th & 54th Ave.	S/W	Daily	
632.	E. 14th & 57th Ave.	N/E	M-W-F	3
633.	E. 14th & Seminary	S/W	M-W-F	3
634.	E. 14th & Seminary	S/E	M-W-F	3
635.	E. 14th & Seminary	N/E	M-W-F	3
636.	E. 14th & 69th Ave.	S/W	M-W-F	3
637.	E. 14th & 62nd Ave.	N/E	M-W-F	3
638.	E. 14th & Havenscourt	N/E	M-W-F	3
639.	E. 14th & 73rd Ave.	N/E	M-W-F	3
640.	E. 14th & 73rd Ave.	S/E	M-W-F	3
641.	E. 14th & 78th Ave.	N/E	M-W-F	3
642.	E. 14th & 80th Ave.	N/E	M-W-F	3
643.	E. 14th & 82nd Ave.	N/E	M-W-F	3
644.	E. 14th & 82nd Ave.	S/W	M-W-F	3
645.	E. 14th & 83rd Ave.	S/E	M-W-F	3
646.	E. 14th & 85th Ave.	S/W	M-W-F	3
647.	E. 14th & 85th Ave.	N/E	M-W-F	3
648.	E. 14th & 87th Ave.	N/E	M-W-F	3
649.	E. 14th & 87th Ave.	S/E	M-W-F	3
650.	E. 14th & 90th Ave.	S/E	M-W-F	3
651.	E. 14th & 90th Ave.	N/E	M-W-F	3
652.	E. 14th & 90th Ave.	N/W	M-W-F	3
653.	E. 14th & 94th Ave	S/W	M-W-F	3
654.	E. 14th & 94th Ave.	N/E	M-W-F	3
655.	E. 14th & 98th Ave.	N/W	M-W-F	3
656.	E. 14th & 98th Ave.	N/E	M-W-F	3
657.	E. 14th & 100th Ave.	S/E	M-W-F	3
658.	E. 14th & 100th Ave.	N/E	M-W-F	3
659.	E. 14th & 101st Ave.	S/E	M-W-F	3
660.	E. 14th & 102nd Ave.	S/W	M-Th	2
661.	E. 14th & 104th Ave.	S/W	M-Th	2
662.	E. 14th & 105th Ave.	N/E	M-W-F	3
663.	E. 14th & 107th Ave.	S/W	M-W-F	3
664.	E. 18th & Athol	S/W	M-W-F	3
665.	E. 18th & 3rd Ave.	S/W	M-W-F	3
666.	E. 18th & 5th Ave.	S/E	M-W-F	3
667.	E. 18th & Park Blvd.	N/E	M-W-F	3
668.	E. 18th & Park Blvd.		M-W-F	3
669.	E. 18th & Park Blvd.		M-W-F	3
670.	E. 18th & 4th Ave.	N/W	M-W-F	3
671.	E. 31st St. & Beaumont	S/W	M-W-F	3
672.	7th St. & Market	N/W	M-W-F	3
673.	7th St. & Wood	S/W	M-W-F	3
674.	7th St. & Wood	S/E	M-W-F	3
675.	7th & Willow South Side	N/E	M-W-F	3
676.	7th & Peralta St.		M-W-F	3
677.	10th St. & Fallon	S/W	M-W-F	3
		S/E	M-W-F	3

678.	10th & Fallon	N/W	M-Th	2
679.	12th & Fallon	N/W	M-W-F	3
680.	14th & Market	S/W	M-W-F	3
681.	14th & Lakeside	N/W	M-W-F	3
682.	35th Ave. & Foothill		M-W-F	3
683.	46th Ave. & Foothill	S/W	M-Th	2
684.	73rd Ave. & Garfield	S/E	M-Th	2
685.	73rd Ave. & Garfield	N/W	T-F	2
686.	73rd Ave. & Bancroft	N/W	T-F	2
687.	73rd Ave. & Garland		T-F	2
688.	98th Ave. & Edes		M-W-F	3
689.	105th Ave. & Edes	S/E	M-W-F	3

**E-1 Locations Effective  
April 1, 1998**

4/98

## Exhibit E-1

## CITY OF OAKLAND LITTER CONTAINERS

NO.	LOCATION		PICK UP DAYS	TIMES SERVICED PER WEEK
1.	Adams & Euclid	S/E	M-W-F	3
2.	Adams & MacArthur	S/E	M-W-F	3
3.	Adeline & 7th St.	S/E	M-W-F	3
4.	Adeline & 11th St.	N/W	M-W-F	3
5.	Adeline & 14th St.		M-W-F	3
6.	Alice & 11th St.	N/E	M-W-F	3
7.	Alice & 12th St.	N/E	M-W-F	3
8.	Alice & 13th St.	S/W	M-W-F	3
9.	Alice & 14th St.	N/E	M-W-F	3
10.	Alcatraz & Adeline		M-W-F	3
11.	Bancroft & Havenscourt	N/W	M-W-F	3
12.	Bancroft & Havenscourt	S/W	M-W-F	3
13.	Bancroft & Havenscourt	N/E	M-W-F	3
14.	Bancroft & 82nd Ave.	N/W	M-W-F	3
15.	Bancroft & 82nd Ave.	S/E	M-W-F	3
16.	Bancroft & 98th Ave.	N/W	M-W-F	3
17.	Bellevue & VanBuren	N/W	M-W-F	5
18.	Broadway & Embarcadero	N/W	M-T-W-TH-F	5
19.	Broadway & Embarcadero	N/E	M-T-W-TH-F	3
20.	Broadway & 2nd St.	N/W	M-W-F	3
21.	Broadway & 3rd St.	S/E	M-W-F	3
22.	Broadway & 3rd St.	S/W	M-W-F	3
23.	Broadway & 4th St.	S/E	M-W-F	3
24.	Broadway & 4th St.	N/E	M-W-F	3
25.	Broadway & 5th St.	S/W	M-W-F	5
26.	Broadway & 7th St.	S/W	M-T-W-TH-F	5
27.	Broadway & 7th St.	N/E	M-T-W-TH-F	5
28.	Broadway & 7th St.	N/W	M-T-W-TH-F	2
29.	Broadway & 8th St.	N/E	M-T	5
30.	Broadway & 9th St.	S/E	M-T-W-TH-F	5
31.	Broadway & 9th St.	S/W	M-T-W-TH-F	5
32.	Broadway & 9th St.	N/E	M-T-W-TH-F	5
33.	Broadway & 11th St.	N/W	M-T-W-TH-F	5
34.	Broadway & 12th St.	S/W	M-T-W-TH-F	5
35.	Broadway & 12th St.	S/E	M-T-W-TH-F	5
36.	Broadway & 12th St.	N/W	M-T-W-TH-F	5
37.	Broadway & 12th St.	N/E	M-T-W-TH-F	5
38.	1220 Broadway East Side		M-T-W-TH-F	5
39.	Broadway & 13th St.	N/E	M-T-W-TH-F	5
40.	1330 Broadway East Side		M-T-W-TH-F	5
41.	Broadway & 14th St. (1333)	S/W	M-T-W-TH-F	5
42.	Broadway & 14th St.	N/E	M-T-W-TH-F	5
43.	Broadway & 14th @ bus shelter	N/S	M-T-W-TH-F	5

4/98

CITY OF OAKLAND LITTER CONTAINERS  
PAGE 2

NO.	LOCATION		PICK UP DAYS	TIMES SERVICED PER WEEK
44.	Broadway & 14th St. east of shelter	N/	M-T-W-TH-F	5
45.	Broadway & 14th St.	S/E	M-T-W-TH-F	5
46.	Broadway & 14th St.	S/W	M-T-W-TH-F	5
47.	Broadway & 14th St.	N/W	M-T-W-TH-F	5
48.	1419 Broadway West Side		M-T-W-TH-F	5
49.	Broadway & 14th 100' W of B' Way South Side		M-T-W-TH-F	5
50.	Broadway & 15th St.	N/E	M-T-W-TH-F	5
51.	1560 Broadway		M-T-W-TH-F	5
52.	Broadway & 16th St. @ bus shelter		M-T-W-TH-F	5
53.	Broadway & 16th St. @ bus shelter		M-T-W-TH-F	5
54.	1615 Broadway		M-T-W-TH-F	5
55.	Broadway & 17th St.	S/E	M-T-W-TH-F	5
56.	Broadway & 17th St.	S/W	M-T-W-TH-F	5
57.	Broadway & 17th St.	N/W	M-T-W-TH-F	5
58.	Broadway & 17th St.	N/E	M-W-F	3
59.	1733 Broadway		M-W-F	3
60.	Broadway & 19th St.	S/W	M-T-W-TH-F	5
61.	Broadway & 19th St.	N/E	M-T-W-TH-F	5
62.	Broadway & 19th St.	N/W	M-T-W-TH-F	5
63.	1943 Broadway		M-T-W-TH-F	5
64.	1941 Broadway		M-T-W-TH-F	5
65.	Broadway & 20th St.	N/W	M-T-W-TH-F	5
66.	Broadway & 20th St.	N/E	M-T-W-TH-F	5
67.	Broadway & 20th St.	S/E	M-T-W-TH-F	5
68.	Broadway & 20th St.	S/W	M-T-W-TH-F	5
69.	2025 Broadway		M-T-W-TH-F	5
70.	Broadway & 21st St.	S/W	M-T-W-TH-F	5
71.	Broadway & 21st St.	N/E	M-T-W-TH-F	5
72.	Broadway & 21st St.	S/E	M-T-W-TH-F	5
73.	Broadway & 21st St.	N/W	M-T-W-TH-F	5
74.	Broadway & 22nd St.	N/W	M-T-W-TH-F	5
75.	Broadway & 22nd St.	S/E	M-T-W-TH-F	5
76.	Broadway & 22nd St.	S/W	M-T-W-TH-F	5
77.	Broadway & West Grand	S/E	M-T-W-TH-F	5
78.	Broadway & West Grand	S/W	M-T-W-TH-F	5
79.	Broadway & West Grand	N/E	M-T-W-TH-F	5
80.	Broadway & West Grand		M-T-W-TH-F	5
81.	Broadway & 24th St.	S/W	M-W-F	3
82.	Broadway & 26th St.	N/W	M-W-F	3
83.	Broadway & 27th St.	S/E	M-W-F	3
84.	Broadway & 29th St.	N/W	M-W-F	3
85.	Broadway & 29th St.	S/E	M-W-F	3
86.	Broadway & 29th St.	S/W	M-W-F	3
87.	Broadway & 30th St.	S/E	M-W-F	3
88.	Broadway & 30th St.	N/W	M-W-F	3
89.	Broadway & Piedmont	N/E	M-W-F	3
90.	Broadway & Piedmont	N/W	M-W-F	3

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91.	Broadway & MacArthur	S/W	M-W-F	3
92.	Broadway & MacArthur	S/E	M-W-F	3
	100' east/B' Way			
93.	Broadway & MacArthur	N/E	M-W-F	3
94.	Broadway & 40th St.	S/E	M-W-F	3
95.	Broadway & 40th St.	N/W	M-W-F	3
96.	Broadway & 41st St.	S/E	M-W-F	3
97.	Broadway & 42nd St.	N/W	M-W-F	3
98.	Broadway & Mather	S/E	M-W-F	3
99.	Broadway & 45th St.	N/W	M-W-F	3
100.	Broadway & Whitmore	S/E	M-W-F	3
101.	Broadway & Pleasant Valley	N/E	M-W-F	3
102.	Broadway & 51st St.	N/W	M-T-W-TH-F	5
103.	Broadway east of Clifton East Side		M-W-F	3
104.	5251 Broadway		M-W-F	3
105.	Broadway & College	N/W	M-T-W-TH-F	5
106.	Broadway Terrace & Pinewood	N/W	M-W-F	3
107.	Claremont & 62nd St.	S/W	M-W-F	3
108.	Claremont & 62nd St.		M-W-F	3
109.	Clay & 7th St.		M-W-F	3
110.	Clay & 8th St.	S/E	M-W-F	3
111.	Clay & 9th St.	S/W	M-W-F	3
112.	Clay & 9th St.	N/E	M-W-F	3
113.	Clay & 10th St.	S/E	M-W-F	3
114.	Clay & 14th St.	N/W	M-W-F	3
115.	1417 Clay St.		M-W-F	3
116.	Clay & 16th St.	N/E	M-W-F	3
117.	5243 College Ave. West Side		M-T-W-TH-F	5
118.	College & Bryant	N/E	M-T-W-TH-F	5
119.	5250 College		M-W-F	3
120.	College & Claremont		M-T-W-TH-F	5
121.	College & Manilla	N/W	M-T-W-TH-F	5
122.	College & Taft West Side			
123.	College & Taft	S/E	M-T-W-TH-F	5
124.	College & Lawton	N/W	M-T-W-TH-F	5
125.	College & Lawton	N/E	M-T-W-TH-F	5
126.	College & Broadway	N/W	M-TH	2
127.	College & Keith	S/E	M-TH	2
128.	College & Miles	N/E	M-T-W-TH-F	5
129.	College & Miles	N/W	M-T-W-TH-F	5
130.	College & Chabot	S/E	M-T-W-TH-F	5
131.	College & Chabot	N/W	M-T-W-TH-F	5
132.	College & 62nd St.	N/W	M-F	2
133.	College & Claremont	S/E	M-F	2
134.	College & 63rd St.	S/W	T-F	2
135.	Euclid & Palm	S/W	M-W-F	3
136.	Foothill & 5th Ave.	N/E	M-W-F	3
137.	Foothill & 25th Ave.	N/E	M-W-F	3
138.	Foothill & Fruitvale	S/W	M-W-F	3
139.	Foothill & Fruitvale	S/E	M-W-F	3
140.	Foothill & Fruitvale	N/E	M-W-F	3
141.	Foothill & 35th Ave.	N/E	M-W-F	3
142.	Foothill & 38th Ave.	N/W	M-W-F	3
143.	Foothill & 39th Ave.	N/E	M-W-F	3

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144.	Foothill & High	N/E	M-TH	3
145.	Foothill & High	N/W	M-W-F	3
146.	Foothill & High	S/E	M-W-F	3
147.	Foothill & Havenscourt	S/W	M-T-W-TH-F	5
148.	Foothill & Cole	S/W	M-W-F	3
149.	Foothill & Cole	N/E	M-W-F	3
150.	Foothill & Fairfax	S/W	M-W-F	3
151.	Foothill & 55th Ave.	S/W	M-W-F	3
152.	Foothill & Trask	N/W	T-F	2
153.	Foothill & Seminary	S/W	M-W-F	3
154.	Foothill & Seminary	S/E	M-W-F	3
155.	Foothill & Seminary	N/E	M-T-W-TH-F	5
156.	5900 Foothill	N/E	T-F	2
157.	Foothill & Church	N/E	M-W-F	3
158.	Foothill & Church	S/W	M-W-F	3
159.	Foothill & Church	S/E	M-W-F	3
160.	Foothill & 64th Ave.	S/W	M-TH	2
161.	Foothill & 73rd Ave.	S/W	M-W-F	3
162.	Foothill & 73rd Ave.		M-W-F	3
163.	Franklin & 7th St.	S/W	M-T-W-TH-F	5
164.	Franklin & 8th St.	S/E	M-T-W-TH-F	5
165.	Franklin & 9th St.	S/W	M-T-W-TH-F	5
166.	Franklin & 9th St.	S/E	M-T-W-TH-F	5
167.	Franklin & 9th St.	N/E	M-T-W-TH-F	5
168.	Franklin & 12th St.	N/W	M-T-W-TH-F	5
169.	Franklin & 12th St.	S/E	M-T-W-TH-F	5
170.	Franklin & 12th St.	S/W	M-T-W-TH-F	5
171.	Franklin & 13th St.	S/W	M-T-W-TH-F	5
172.	Franklin & 13th St. mid block	N/E	M-T-W-TH-F	5
173.	Franklin & 13th St.	S/E	M-T-W-TH-F	5
174.	Franklin & 14th St.	N/E	M-T-W-TH-F	5
175.	Franklin & 14th St.	S/W	M-T-W-TH-F	5
176.	Franklin & 14th St.	N/W	M-T-W-TH-F	5
177.	Franklin & 15th St.	S/W	M-W-F	3
178.	Franklin & 15th St.	N/E	M-W-F	3
179.	Franklin & 15th St.	N/W	M-W-F	3
180.	Franklin & 17th St.	N/E	M-W-F	3
181.	Franklin & 17th St.	S/W	M-W-F	3
182.	Franklin & 19th St.	N/E	M-W-F	3
183.	Franklin & 19th St.	S/W	M-W-F	3
184.	Franklin & 20th St.	N/W	M-W-F	3
185.	Franklin & 20th St.	N/E	M-W-F	3
186.	Franklin & 20th St.	S/W	M-W-F	3
187.	Franklin & 21st St.	N/E	M-W-F	3
188.	Franklin & 22nd St.	N/E	M-W-F	3
189.	Fruitvale & Blossom	N/W	M-W-F	3
190.	Fruitvale & E. 27th St.	N/W	M-W-F	3
191.	Fruitvale & E. 27th St.	S/E	M-W-F	3
192.	Fruitvale & Brookdale	S/E	M-W-F	3
193.	Fruitvale & Solano		T-F	2
194.	Fruitvale & Montana under Freeway	S/W	M-W-F	3
195.	Fruitvale & Montana	N/E	M-TH	2
196.	Grand & Bellevue	S/E	M-W-F	3
197.	Grand & Bellevue	N/E	M-W-F	3

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198.	Grand & Bellevue	S/W	M-W-F	3
199.	Grand & Ellita	S/E	M-W-F	3
200.	Grand & Euclid	N/E	M-W-F	3
201.	Grand & Euclid	S/W	M-W-F	3
202.	Grand & Valdez	S/W	M-W-F	3
203.	Grand & Harrison	S/W	M-T-W-TH-F	5
204.	Grand & Harrison	N/E	M-W-F	3
205.	Grand & Park View Terrace	NE	M-W-F	3
206.	Grand & Perkins	N/E	M-W-F	3
207.	Grand & Perkins	S/W	M-W-F	3
208.	Grand & Staten	S/W	M-W-F	3
209.	Grand & Staten	N/E	M-W-F	3
210.	Grand & Euclid	N/W	M-W-F	3
211.	Grand & MacArthur	S/W	M-W-F	3
212.	Grand & MacArthur	S/E	M-W-F	3
213.	Grand & MacArthur	N/W	M-W-F	3
214.	Grand & Lake Park	N/E	M-T-W-TH-F	5
215.	Grand & Lake Park		M-T-W-TH-F	5
216.	Grand & Lake Park	S/E	M-T-W-TH-F	5
217.	Grand & Santa Clara on island	N/W	M-T-W-TH-F	5
218.	3320 Grand East Side		M-T-W-TH-F	5
219.	3354 Grand West Side		M-T-W-TH-F	5
220.	Grand & Elwood West Side		M-T-W-TH-F	5
221.	Grand & Mandana	S/W	M-T-W-TH-F	5
222.	3633 Grand West Side		M-W-F	3
223.	Grand Weldon East Side		M-T-W-TH-F	5
224.	Grand & Boulevard Way	N/E	M-T-W-TH-F	5
225.	3931 Grand West Side		M-W-F	3
226.	Grand & Wildwood	S/E	M-W-F	3
227.	Harrison & 13th St.	S/W	M-W-F	3
228.	Harrison & 14th St.	N/E	M-W-F	3
229.	Harrison & 14th St.	N/W	M-W-F	3
230.	Harrison & 15th St.	S/W	M-W-F	3
231.	Harrison & 17th St.	S/W	M-W-F	3
232.	Harrison & 19th St.	N/E	M-W-F	3
233.	Harrison & 20th St.	N/W	M-W-F	3
234.	Harrison & 20th St.	S/W	M-W-F	3
235.	Harrison & 21st St.	N/W	M-W-F	3
236.	Harrison & 22nd St.	S/W	M-W-F	3
237.	Hegenberger & Edes	N/E	M-TH	2
238.	Hegenberger & Baldwin	S/E	M-TH	2
239.	Hegenberger & Coliseum Way	N/W	M-TH	2
240.	Hegenberger s/o Heg Loop East Side		M-TH	2
241.	Jackson & 11th St.	N/W	M-W-F	3
242.	Jackson & 12th St.	N/W	M-W-F	3
243.	Jackson & 13th St.	S/W	M-W-F	3
244.	Jackson & 14th St.	N/E	M-W-F	3
245.	Jackson & 14th St.	S/W	M-W-F	3
246.	Jefferson & 17th St.	S/W	M-W-F	3
247.	Kaiser Plaza & 21st St.	N/E	M-W-F	3
248.	Kaiser Plaza & 21st St. South Side		M-W-F	3
249.	Kaiser Plaza & 22nd St.	N/E	M-W-F	3
250.	Lake Park w/o Rand	N/W	M-T-W-TH-F	5
251.	3417 Lakeshore West Side		M-T-W-TH-F	5

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252.	Lakeshore & Longridge	S/W	M-T-W-TH-F	5
253.	Trestle Glen & Wesley	S/E	M-T-W-TH-F	5
254.	3373 Lakeshore West Side		M-T-W-TH-F	5
255.	3279 Lakeshore West Side		M-W-F	3
256.	3268 Lakeshore West Side		M-W-F	3
257.	3347 Lakeshore West Side		M-T-W-TH-F	5
258.	3318 Lakeshore East Side		M-T-W-TH-F	5
259.	3256 Lakeshore East Side		M-T-W-TH-F	5
260.	Lakeshore & Lake Park under Freeway	S/E	MT-W-TH-F	5
261.	Lakeshore & MacArthur	S/W	M-T-W-TH-F	5
262.	1200 Lakeshore East Side		M-W-F	3
263.	Lake Park across from Kwik-Way		M-TH	2
264.	Leimert Blvd. & Clemens	S/E	M-W-F	3
265.	1434 Leimert		M-W-F	3
266.	Leimert & Oakmore	N/W	M-W-F	3
267.	Leimert & Oakmore	S/W	M-W-F	3
268.	Lennox & Van Buren		M-W-F	3
269.	MacArthur & Piedmont	N/E	M-W-F	3
270.	MacArthur & Piedmont	S/E	M-W-F	3
271.	MacArthur & Alma	S/E	M-TH	2
272.	MacArthur & Park Blvd	S/W	M-W-F	3
273.	MacArthur & Park Blvd	S/E	M-W-F	3
274.	MacArthur & Sheffield North Side		M-W-F	3
275.	MacArthur & Randolph	N/E	M-W-F	3
276.	MacArthur & Randolph	S/W	M-W-F	3
277.	MacArthur & Canon	N/E	M-W-F	3
278.	MacArthur & Dimond	S/W	M-W-F	3
279.	MacArthur & Fruitvale	S/E	M-W-F	3
280.	MacArthur & Fruitvale	N/W	M-T-W-TH-F	5
281.	MacArthur & Fruitvale	S/W	M-T-W-TH-F	5
282.	MacArthur & Fruitvale	N/E	M-W-F	3
283.	MacArthur & Boston	S/E	M-TH	2
284.	MacArthur & Boston	N/E	M-W-F	3
285.	MacArthur & Coolidge	N/E	M-W-F	3
286.	MacArthur & Coolidge	S/W	M-W-F	3
287.	MacArthur & Loma Vista	S/E	M-W-F	3
288.	MacArthur & Maple	S/W	M-W-F	3
289.	MacArthur & Maple	N/E	M-W-F	3
290.	2226 MacArthur North Side		M-W-F	3
291.	MacArthur & 35th Ave.	N/E	M-W-F	3
292.	MacArthur & 35th Ave.	N/W	M-W-F	3
293.	MacArthur & 35th Ave.	S/E	T-F	2
294.	MacArthur & 35th Ave.	S/W	M-W-F	3
295.	MacArthur & Brown Ave	N/E	T-F	2
296.	MacArthur & Brown Ave.	N/W	T-F	2
297.	MacArthur & Loma Vista	S/W	T-F	2
298.	MacArthur & 38th Ave.	N/E	T-F	2
299.	MacArthur & 38th Ave.	S/E	T-F	2
300.	MacArthur & 39th Ave.	N/W	T-F	2
301.	MacArthur & 39th Ave.	N/E	T-F	2
302.	MacArthur & Maybelle Ave.	S/W	T-F	2
303.	MacArthur & High St.	S/E	M-W-F	3
304.	MacArthur & High St.	S/W	M-W-F	3

305.	MacArthur & High St.	N/W	M-W-F	3
306.	MacArthur & High	N/E	M-W-F	3
307.	MacArthur & Seminary	N/E	M-W-F	3
308.	MacArthur & Seminary		M-W-F	3
309.	MacArthur & Seminary	N/W	M-W-F	3
310.	MacArthur & Seminary	S/W	M-W-F	3
311.	MacArthur & 60th Ave.	S/W	M-W-F	3
312.	MacArthur & 61st. Ave.		T-F	2
313.	MacArthur & 64th Ave.	N/E	T-F	2
314.	MacArthur & 72nd Ave.	N/E	M-W-F	3
315.	MacArthur & Parker	N/E	M-W-F	3
316.	MacArthur & Van Buren		M-W-F	3
317.	MacArthur & 82nd Ave.	N/E	M-W-F	3
318.	MacArthur & 82nd Ave.	S/W	M-W-F	3
319.	MacArthur & 90th Ave.	S/W	M-TH	2
320.	MacArthur & 90th Ave.	S/E	M-TH	2
321.	MacArthur & 90th Ave.	N/W	M-W-F	3
322.	MacArthur & 90th Ave.	N/E	M-W-F	3
323.	MacArthur & 94th Ave.	N/E	M-W-F	3
324.	MacArthur & 94th Ave.	S/W	M-W-F	3
325.	MacArthur & 98th Ave.	N/E	M-W-F	3
326.	MacArthur & 98th Ave.	S/W	M-W-F	3
327.	MacArthur & 99th Ave.	N/E	M-W-F	3
328.	MacArthur & 100th Ave.	S/W	M-W-F	3
329.	MacArthur & 106th Ave.	S/W	M-W-F	3
330.	MacArthur & 106th Ave.	N/E	M-W-F	3
331.	MacArthur & 108th Ave.	N/E	M-W-F	3
332.	MacArthur & 108th Ave.	S/W	M-W-F	3
333.	Madison & 14th St.	N/E	M-W-F	3
334.	Madison & 14th St.	N/W	M-W-F	3
335.	Madison & 14th St.	S/E	M-W-F	3
336.	Madison & 14th St.		M-W-F	3
337.	Madison & 13th St.	N/E	M-W-F	3
338.	Market & Arlington	S/E	M-W-F	3
339.	Market bet 8th and 10th Sts.	N/W	M-W-F	3
340.	Market & 10th St.	N/W	M-W-F	3
341.	Market & 14th St.	N/W	M-W-F	3
342.	Market & 26th St.	N/E	M-W-F	3
343.	Martin Luther King & 29th St.	N/W	M-TH	2
344.	Martin Luther King & 40th St.	N/E	M-TH	2
345.	Martin Luther King & 40th St.	N/W	M-TH	2
346.	Montecito & Lee	S/E	M-W-F	3
347.	Mountain & La Salle		Daily	
348.	Mountain & Cabot South Side		Daily	
349.	Mountain Blvd. opposite 816		Daily	
350.	Mountain & Woodminster	N/W	Daily	
351.	Mountain & Joaquin Miller	N/E	Daily	
352.	Mountain & Mauley		Daily	
353.	Mountain & Medau Pl.	N/W	Daily	
354.	Mountain & Medau Pl.	N/E	Daily	
355.	Mountain & Medau Pl.	S/W	Daily	
356.	Mountain & Medau Pl.	S/E	Daily	
357.	Mountain & Medau Pl.		Daily	
358.	1934 Mountain		Daily	

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359.	1959 Mountain Blvd.		Daily	
360.	Mountain & La Salle	N/E	Daily	
361.	Mountain & La Salle	S/W	Daily	
362.	Mountain & La Salle	S/E	Daily	
363.	Mountain & La Salle	N/W	Daily	
364.	Mountain & Moraga	N/W	Daily	
365.	Mountain & Moraga	N/E	Daily	
366.	Mountain & Antioch	N/E	Daily	
367.	Antioch St. & Antioch Ct.	S/W	Daily	
368.	2062 Mountain North Side		Daily	
369.	2066 Mountain North Side		Daily	
370.	2081 Mountain South Side		Daily	
371.	Mountain & Snake	N/E	Daily	
372.	Mountain & Snake South Side		Daily	
373.	Moraga & La Salle	N/W	Daily	
374.	Moraga & La Salle	N/E	Daily	
375.	Moraga & La Salle	S/W	Daily	
376.	Moraga & Medau	N/W	Daily	
377.	Moraga & Medau	N/E	Daily	
378.	Moraga 250' n/o Medau North Side		M-TH	2
379.	Oak St. & 10th St.	N/E	M-W-F	3
380.	Oak St. & 12th St.	N/W	M-W-F	3
381.	Oak St. & 12th St.	S/E	M-W-F	3
382.	Oak St. & 13th St.	S/W	M-W-F	3
383.	Oak St. & 14th St.	S/W	M-W-F	3
384.	Oak St. & 14th St.		M-W-F	3
385.	Park Blvd. & 7th Ave.	S/E	M-W-F	3
386.	Park & Excelsior		M-W-F	3
387.	Park Blvd. & E. 34th St.	S/E	M-W-F	3
388.	Park Blvd. & Chatham	N/E	M-W-F	3
389.	Park Blvd. & MacArthur	N/E	T-F	2
390.	Park Blvd. & Wellington	S/W	M-W-F	3
391.	Park Blvd. & Glenfield West Side		T-F	2
392.	Park Blvd. & Hampel	S/W	M-W-F	3
393.	Perkins & Jayne	N/W	M-W-F	3
394.	Perkins & Orange	N/E	M-W-F	3
395.	Perkins & Van Buren	S/E	M-W-F	3
396.	Perkins & Van Buren	N/W	M-W-F	3
397.	Piedmont & Pleasant Valley	S/E	M-T-W-TH-F	5
398.	Piedmont & Montell	S/E	M-T-W-TH-F	5
399.	Piedmont & Echo	N/E	M-T-W-TH-F	5
400.	Piedmont & Estrada	N/E	M-T-W-TH-F	5
401.	Piedmont & 41st St.	S/W	M-T-W-TH-F	5
402.	Piedmont & 41st St.	N/W	M-T-W-TH-F	5
403.	Piedmont & Linda	S/E	M-T-W-TH-F	5
404.	Piedmont Ave. City Parking Lot		M-T-W-TH-F	5
405.	Piedmont Ave. City Parking Lot		M-T-W-TH-F	5
406.	Piedmont Ave. City Parking Lot		M-T-W-TH-F	5
407.	Piedmont Ave. City Parking Lot		M-T-W-TH-F	5
408.	Piedmont & Ridgeway	S/W	M-T-W-TH-F	5
409.	Peralta & 10th St.	N/W	M-W-F	3
410.	Peralta & 11th St.	S/E	M-W-F	3
411.	Peralta & 12th St.	N/W	M-W-F	3
412.	4000 Redwood Rd		M-W-F	3

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413.	San Pablo & 14th St.		M-T-W-TH-F	5
414.	San Pablo & 15th St.		M-T-W-TH-F	5
415.	San Pablo & 16th St.	S/W	M-W-F	3
416.	San Pablo & 16th St.	S/W	M-W-F	3
417.	San Pablo & 17th St.	N/E	M-W-F	3
418.	San Pablo & 19th St.	S/W	M-W-F	3
419.	San Pablo & 19th St.	N/E	M-W-F	3
420.	San Pablo & 20th St.	N/E	M-W-F	3
421.	San Pablo & 20th St.		M-W-F	3
422.	San Pablo & 20th St.	S/E	M-W-F	3
423.	San Pablo & 20th St.	S/W	M-W-F	3
424.	2101 San Pablo West Side		M-W-F	3
425.	San Pablo & 25th St.	S/E	M-W-F	3
426.	2942 San Pablo East Side		M-W-F	3
427.	30th St. & San Pablo East Side		M-W-F	3
428.	San Pablo & Market	N/W	M-W-F	3
429.	San Pablo & 31st St.	N/E	M-W-F	3
430.	San Pablo & 53rd St.	S/E	M-W-F	3
431.	San Pablo & 53rd St.	N/W	M-W-F	3
432.	San Pablo & 56th St.	N/E	M-W-F	3
433.	San Pablo & Stanford	S/W	M-W-F	3
434.	San Pablo & Stanford	N/W	M-W-F	3
435.	San Pablo & Stanford	S/E	M-W-F	3
436.	San Pablo & 60th St.	S/E	M-W-F	3
437.	San Pablo & 62nd St. East Side		M-W-F	3
438.	San Pablo & 62nd St.	N/W	M-W-F	3
439.	San Pablo & 63rd St.	N/E	M-W-F	3
440.	San Pablo & 64th St.	N/W	M-W-F	3
441.	San Pablo & 65th St.	N/W	M-W-F	3
442.	San Pablo & 66th St.	S/E	M-W-F	3
443.	San Pablo & 67th St.	S/E	M-W-F	3
444.	San Pablo & 67th St. West Side		M-W-F	3
445.	Seminary & Camden	N/W	M-TH	2
446.	Seminary & Walnut	N/W	M-W-F	3
447.	Seminary & E. 17th St.	N/E	M-TH	2
448.	5863 Seminary East side		M-W-F	3
449.	Shattuck & Aileen St.	N/E	Daily	
450.	Shattuck & Aileen St.	N/W	Daily	
451.	Shattuck & Alcatraz	N/W	Daily	
452.	Shattuck & Alcatraz	N/E	Daily	
453.	Shattuck & 51st St.	N/W	M-W-F	3
454.	Shattuck & 55th St.	N/W	Daily	
455.	Shattuck & 55th St.	N/E	Daily	
456.	Shattuck & 59th St.	N/W	Daily	
457.	Shattuck & 59th St.	N/E	Daily	
458.	Shattuck & 60th St.		Daily	
459.	Shattuck & 61st St.	N/W	Daily	
460.	Shattuck & 61th St.		Daily	
461.	Shattuck & 66th St.	N/E	M-TH	2
462.	Summit & 29th St.	N/E	M-W-F	3
463.	Summit & 30th St.	N/W	M-W-F	3
464.	Summit & 30th St.	S/W	M-W-F	3
465.	Telegraph & 16th St.	S/E	M-T-W-TH-F	5
466.	Telegraph & 16th St.	N/E	M-T-W-TH-F	5

467.	Telegraph & 17th St.	N/W	M-T-W-TH-F	5
468.	Telegraph & 17th St.		M-W-F	3
469.	Telegraph & 17th St.	S/E	M-T-W-TH-F	5
470.	Telegraph & 18th St.	S/W	M-T-W-TH-F	5
471.	Telegraph & 18th St.	S/E	M-T-W-TH-F	5
472.	Telegraph & 19th St.	S/E	M-T-W-TH-F	5
473.	Telegraph & 19th St.	N/E	M-T-W-TH-F	5
474.	Telegraph & 19th St.	N/W	M-T-W-TH-F	5
475.	Telegraph & 20th St.	N/E	M-T-W-TH-F	5
476.	Telegraph & 20th St.	S/E	M-T-W-TH-F	5
477.	Telegraph & 20th St.	S/W	M-T-W-TH-F	5
478.	Telegraph & 16th St.	N/W	M-T-W-TH-F	5
479.	Telegraph & 20th St.	N/W	M-T-W-TH-F	5
480.	Telegraph & 21st St.	N/W	M-T-W-TH-F	5
481.	Telegraph & Grand	S/W	M-W-F	3
482.	Telegraph & Grand	S/E	M-W-F	3
483.	Telegraph & 25th St.	S/W	M-W-F	3
484.	Telegraph & Sycamore	S/W	M-W-F	3
485.	Telegraph & 27th St.	S/E	M-W-F	3
486.	Telegraph & 27th St.	S/W	M-W-F	3
487.	Telegraph & 27th St.		M-W-F	3
488.	Telegraph & 29th St.	S/E	M-W-F	3
489.	Telegraph & 29th St.	N/W	M-W-F	3
490.	3027 Telegraph West Side		M-W-F	3
491.	Telegraph & 30th St.	S/E	M-W-F	3
492.	Telegraph & 34th St.	S/E	M-W-F	3
493.	Telegraph & 34th St.	N/W	M-W-F	3
494.	Telegraph & 37th St.	N/W	M-W-F	3
495.	Telegraph & MacArthur West Side	N/W	M-W-F	3
496.	Telegraph & 38th St.	S/E	M-W-F	3
497.	Telegraph & 40th St.	N/E	M-W-F	3
498.	Telegraph & 40th St.	N/W	M-W-F	3
499.	Telegraph & 40th St.	S/W	M-W-F	3
500.	Telegraph & 40th St.	S/E	M-W-F	3
501.	Telegraph & 42th St.	S/E	M-W-F	3
502.	Telegraph & 42th St.	N/W	M-W-F	3
503.	Telegraph & 43rd St.	N/W	M-T-W-TH-F	5
504.	Telegraph & 43rd St.	N/E	M-T-W-TH-F	5
505.	4401 Telegraph	N/W	M-W-F	3
506.	Telegraph & 48th St.	S/E	M-W-F	3
507.	Telegraph & 48th St.	N/W	M-W-F	3
508.	Telegraph & 52nd St.	N/W	M-W-F	3
509.	Telegraph & 52nd St.	N/E	M-W-F	3
510.	Telegraph & 50th St.	N/W	M-W-F	3
511.	Telegraph & 55th St.	S/E	M-W-F	3
512.	Telegraph & 55th St.	N/W	M-W-F	3
513.	Telegraph & 58th St.	S/E	M-W-F	3
514.	Telegraph & Aileen	N/W	M-W-F	3
515.	Telegraph & Mc Aulex	S/E	M-W-F	3
516.	Telegraph & 60th St.	N/W	M-W-F	3
517.	Telegraph & 62nd St.	S/E	M-W-F	3
518.	Telegraph & 62nd St.	N/W	M-W-F	3
519.	Telegraph & Alcatraz	S/W	M-W-F	3
520.	Telegraph & Alcatraz	S/E	M-W-F	3

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521.	Telegraph & Alcatraz	N/W	M-W-F	3
522.	Telegraph & 66th St.	N/W	M-W-F	3
523.	Telegraph & 66th St.	S/E	M-W-F	3
524.	Vallecito Place near 2853	S/W	M-W-F	3
525.	Vernon St. towards Bay Place		M-W-F	3
526.	Washington & 6th St.	S/E	M-W-F	3
527.	Washington & 6th St.	N/E	M-W-F	3
528.	Washington & 7th St.	N/E	M-W-F	3
529.	Washington & 8th St.	S/W	M-W-F	3
530.	Washington & 8th St.	N/W	M-W-F	3
531.	Washington & 9th St.	S/E	M-W-F	3
532.	Washington & 9th St.	N/W	M-W-F	3
533.	Washington & 10th St.	S/E	M-W-F	3
534.	City Hall Plaza & 14th St.	N/E	M-W-F	3
535.	City Hall Plaza & 14th St.	N/W	M-W-F	3
536.	City Hall Plaza & 15th St.	S/E	M-W-F	3
537.	City Hall Plaza & 15th St.	S/W	M-W-F	3
538.	Webster & 7th St.	N/W	M-T-W-TH-F	5
539.	Webster & 7th St.	N/E	M-T-W-TH-F	5
540.	Webster & 8th St.	S/E	M-T-W-TH-F	5
541.	Webster & 8th St.	S/W	M-T-W-TH-F	5
542.	Webster & 8th St.	N/E	M-T-W-TH-F	5
543.	Webster & 8th St.	N/W	M-T-W-TH-F	5
544.	Webster & 9th St.	N/E	M-T-W-TH-F	5
545.	Webster & 9th St.	N/W	M-T-W-TH-F	5
546.	Webster & 9th St.	S/W	M-T-W-TH-F	5
547.	Webster & 10th St.	S/E	M-T-W-TH-F	5
548.	Webster & 10th St.	S/W	M-T-W-TH-F	5
549.	Webster & 12th St.	N/E	M-T-W-TH-F	5
550.	Webster & 13th St.	N/E	M-T-W-TH-F	5
551.	Webster & 14th St.	N/W	M-T-W-TH-F	5
552.	Webster & 15th St.	N/W	M-W-F	3
553.	1608 Webster		M-W-F	3
554.	Webster & 17th St.	S/W	M-W-F	3
555.	Webster & 19th St.	S/E	M-W-F	3
556.	Webster & 19th St.	N/W	M-W-F	3
557.	Webster & 20th St.	N/E	M-W-F	3
558.	Webster & 20th St.	N/W	M-W-F	3
559.	Webster & 20th St.		M-W-F	3
560.	Webster & 21st St.	N/W	M-W-F	3
561.	Webster & 21st St.	S/E	M-W-F	3
562.	Webster & 22nd St.	N/E	M-W-F	3
563.	Webster & Grand	S/W	M-W-F	3
564.	Webster & Grand	N/E	M-W-F	3
565.	Webster & 24th St.	S/E	M-W-F	3
566.	Webster & 30th St.	N/E	M-W-F	3
567.	E. 14th & 1st Ave.	N/E	M-W-F	3
568.	E. 14th & 1st Ave. @ 1417		M-W-F	3
569.	E. 14th & 1st Ave. 100' n/e of E. 14th		M-W-F	3
570.	E. 14th & 2nd Ave.	S/W	M-W-F	3
571.	E. 14th & 2nd Ave.	S/W	M-W-F	3
572.	E. 14th & 3rd Ave.	N/E	M-W-F	3
573.	E. 14th & 4th Ave.	S/W	M-W-F	3
574.	E. 14th & 5th Ave.	S/W	M-W-F	3

575.	E. 14th & 5th Ave.	N/E	M-W-F	3
576.	E. 14th & 7th Ave.	N/E	M-W-F	3
577.	E. 14th & 7th Ave.	S/W	M-W-F	3
578.	E. 14th & 23rd Ave.	N/W	M-W-F	3
579.	E. 14th & 23rd Ave.	N/E	M-W-F	3
580.	E. 14th & 23rd Ave.	S/W	M-W-F	3
581.	E. 14th & 24th Ave.	N/E	M-W-F	3
582.	E. 14th & 26th Ave.	S/W	M-T-W-TH-F	5
583.	E. 14th & 29th Ave.	S/W	M-W-F	3
584.	E. 14th & 29th Ave.	N/E	M-W-F	3
585.	E. 14th & Derby	N/W	Daily	
586.	E. 14th & Fruitvale	S/W	M-W-F	3
587.	E. 14th & Fruitvale	N/W	M-W-F	3
588.	E. 14th & Fruitvale	N/E	M-W-F	3
589.	E. 14th & Fruitvale	S/E	M-W-F	3
590.	E. 14th & 33rd Ave.	North Side	M-W-F	3
591.	E. 14th & 33rd Ave.		M-W-F	3
592.	E. 14th & 33rd Ave.	S/W	Daily	
593.	E. 14th & 33rd Ave.	N/W	M-TH	2
594.	3347 E. 14th	S/W	M-W-F	3
595.	E. 14th & 34th Ave.	S/E	M-W-F	3
596.	E. 14th & 35th Ave.	S/W	M-W-F	3
597.	E. 14th & 35th Ave.	S/E	M-W-F	3
598.	E. 14th & 35th Ave.	N/W	M-W-F	3
599.	E. 14th & 35th Ave.	N/E	M-W-F	3
600.	E. 14th & 36th Ave.	S/E	M-T-W-TH-F	5
601.	E. 14th & 36th Ave.	S/W	M-T-W-TH-F	5
602.	E. 14th & 36th Ave.	N/E	M-T-W-TH-F	5
603.	E. 14th & 37th Ave.	S/W	M-T-W-TH-F	5
604.	E. 14th & 37th Ave.	S/E	M-T-W-TH-F	5
605.	E. 14TH & 37th Ave.	N/E	M-T-W-TH-F	5
606.	E. 14th & 38th Ave.	S/E	M-W-F	3
607.	E. 14th & 38th Ave.	N/W	M-W-F	3
608.	E. 14th & 38th Ave.	S/W	Daily	
609.	E. 14th & 38th Ave.	N/E	Daily	
610.	E. 14th & 39th Ave.	S/W	Daily	
611.	E. 14th & 39th Ave.	N/W	Daily	
612.	E. 14th & 40th Ave.	N/E	Daily	
613.	E. 14th & 40th Ave.	S/W	Daily	
614.	E. 14th & 40th Ave.	S/E	Daily	
615.	E. 14th & 41st Ave.	S/W	Daily	
616.	E. 14th & High St.	S/W	M-W-F	3
617.	E. 14th & High St.	N/W	M-W-F	3
618.	E. 14th & High St.	N/E	M-W-F	3
619.	E. 14th & High St.	S/E	M-W-F	3
620.	E. 14th & Bancroft Way	N/E	M-W-F	3
621.	E. 14th & 44th Ave.	N/E	Daily	
622.	E. 14th & 45th Ave.	N/E	T-F	2
623.	E. 14th & 45th Ave.	S/W	T-F	2
624.	E. 14th & 46th Ave.	N/E	T-F	2
625.	E. 14th & 49th Ave.	S/W	M-W-F	3
626.	E. 14th & 51st Ave.	S/W	M-W-F	3
627.	E. 14th & 54th Ave.	N/E	M-W-F	3
628.	E. 14th & 54th Ave.	N/W	Daily	

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629.	E. 14th & 54th Ave.	N/E	Daily	
630.	E. 14th & 54th Ave.	S/W	Daily	
631.	E. 14th & 57th Ave.	N/E	M-W-F	3
632.	E. 14th & Seminary	S/W	M-W-F	3
633.	E. 14th & Seminary	S/E	M-W-F	3
634.	E. 14th & Seminary	N/E	M-W-F	3
635.	E. 14th & 69th Ave.	S/W	M-W-F	3
636.	E. 14th & 62nd Ave.	N/E	M-W-F	3
637.	E. 14th & Havenscourt	N/E	M-W-F	3
638.	E. 14th & 73rd Ave.	N/E	M-W-F	3
639.	E. 14th & 73rd Ave.	S/E	M-W-F	3
640.	E. 14th & 78th Ave.	N/E	M-W-F	3
641.	E. 14th & 80th Ave.	N/E	M-W-F	3
642.	E. 14th & 82nd Ave.	N/E	M-W-F	3
643.	E. 14th & 82nd Ave.	S/W	M-W-F	3
644.	E. 14th & 82nd Ave.	S/E	M-W-F	3
645.	E. 14th & 85th Ave.	S/W	M-W-F	3
646.	E. 14th & 85th Ave.	N/E	M-W-F	3
647.	E. 14th & 87th Ave.	N/E	M-W-F	3
648.	E. 14th & 87th Ave.	S/E	M-W-F	3
649.	E. 14th & 90th Ave.	S/E	M-W-F	3
650.	E. 14th & 90th Ave.	N/E	M-W-F	3
651.	E. 14th & 90th Ave.	N/W	M-W-F	3
652.	E. 14th & 94th Ave.	S/W	M-W-F	3
653.	E. 14th & 94th Ave.	N/E	M-W-F	3
654.	E. 14th & 98th Ave.	N/W	M-W-F	3
655.	E. 14th & 98th Ave.	N/E	M-W-F	3
656.	E. 14th & 100th Ave.	S/E	M-W-F	3
657.	E. 14th & 100th Ave.	N/E	M-W-F	3
658.	E. 14th & 101st Ave.	S/E	M-W-F	3
659.	E. 14th & 102nd Ave.	S/W	M-TH	2
660.	E. 14th & 104th Ave.	S/W	M-TH	2
661.	E. 14th & 105th Ave.	N/E	M-W-F	3
662.	E. 14th & 107th Ave.	S/W	M-W-F	3
663.	E. 18th & Athol	S/W	M-W-F	3
664.	E. 18th & 3rd Ave.	S/W	M-W-F	3
665.	E. 18th & 5th Ave.	S/E	M-W-F	3
666.	E. 18th & Park Blvd.	N/E	M-W-F	3
667.	E. 18th & Park Blvd.		M-W-F	3
668.	E. 18th & Park Blvd.	N/W	M-W-F	3
669.	E. 18th & 4th Ave.	S/W	M-W-F	3
670.	E. 31st St. & Beaumont	N/W	M-W-F	3
671.	7th St. & Market	S/W	M-W-F	3
672.	7th St. & Wood	S/E	M-W-F	3
673.	7th St. & Wood	N/E	M-W-F	3
674.	7th & Willow South Side		M-W-F	3
675.	7th & Peralta St.	S/W	M-W-F	3
676.	10th St. & Fallon	S/E	M-W-F	3
677.	10th & Fallon	N/W	M-TH	2
678.	12th & Fallon	N/W	M-W-F	3
679.	14th & Market	S/W	M-W-F	3
680.	14th & Lakeside	N/W	M-W-F	3
681.	35th Ave. & Foothill		M-W-F	3
682.	46th Ave. & Foothill	S/W	M-TH	2

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682.	46th Ave. & Foothill	S/W	M-TH	2
683.	73rd Ave. & Garfield	S/E	M-TH	2
684.	73rd Ave. & Garfield	N/W	T-F	2
685.	73rd Ave. & Bancroft	N/W	T-F	2
686.	73rd Ave. & Garland		T-F	2
687.	98th Ave. & Edes		M-W-F	3
688.	105th Ave. & Edes	S/E	M-W-F	3
689.	On 5th Ave. @ E. 12th St.	N/W	CORNER	
690.	MacArthur Blvd. @ Champion St.	S/E	CORNER	
691.	Fruitvale Ave. @ Coloma St.	S/E	CORNER	
692.	MacArthur Blvd. @ Diamond Ave.	N/E	CORNER	
693.	MacArthur Blvd. @ Fruitvale Ave.	S/W	CORNER	
694.	3420 Fruitvale Ave.	E/SIDE		
695.	3423 Fruitvale Ave.	W/SIDE		
696.	Fruitvale Ave. @ Montana Ave.	N/E	CORNER	
697.	Lincoln Ave. @ MacArthur Blvd.	S/W	CORNER	
698.	Lincoln Ave. @ MacArthur Blvd.	N/E	CORNER	
699.	MacArthur Blvd. @ 38th Ave.			
700.	MacArthur Blvd. @ Patterson Ave.			
701.	MacArthur Blvd. @ Loma Vista Ave.			
702.	MacArthur Blvd. @ Maybelle Ave.	S/E	CORNER	
703.	5th Ave. & E. 12th	N/W	CORNER	
704.	Across from 1411 35th Ave. by Park Bus Stop			
705.	37th & E. 14th	N/W	CORNER	
706.	35th & E. 14th	N/W	CORNER BY BUS STOP	
707.	34th & E. 14th	N/W	CORNER	
708.	Fruitvale & E. 15th	S/W	CORNER	
709.	1525 Fruitvale			
710.	San Pablo & West Grand	W/S & E/S		
711.	West Grand & Market near Bus Stop by Arco Station			
712.	West Grand & Market near Bus Stop by all Star Donut Shop			
713.	Market & 18th St.	S/E	CORNER NEAR BUS STOP	
714.	55th Ave. & Foothill @ Bus Stop	N/SIDE		
715.	San Pablo & Brookhurst Across the Street			
716.	90th Ave.	S/E	M-W-F	3
717.	87th Ave.	N/SIDE	M-W-F	3
718.	87th Ave.	S/SIDE	M-W-F	3
719.	85th Ave.	N/E	M-W-F	3
720.	Seminary	S/W	M-W-F	3
721.	MacArthur @ Lincoln	N/E		
722.	MacArthur @ Lincoln	S/W		
723.	MacArthur @ Loma Vista	N/E		
724.	MacArthur @ Loma Vista	S/E		
725.	Fruitvale @ Coloma	S/E	M-W-F	3
726.	Fruitvale By cross walk near Lucky Store		M-W-F	3
727.	MacArthur @ Champion	S/S	M-W-F	3
728.	Montana @ Fruitvale	N/E	M-W-F	3
729.	Park Ave. @ Leimert	N/E		
730.	1002 Adeline St. @ 10th St.	N/E		
731.	3311 Lakeshore St.			
732.	34th Ave. @ Farham St. @ Post Office			
733.	On 38th Ave. above E. 14th	S/W		
734.	38th Ave. @ MacArthur			
735.	3535 38th Ave.			
736.	Foothill @ Fairfax	N/E		

737.	Foothill @ Laverne	N/E
738.	Foothill @ Avenal	S/W
739.	Foothill @ 61st	N/E
740.	Foothill @ 62nd	S/W
741.	International @ 19th Ave.	N/E
742.	35th Ave. @ Davis St.	S/W
743.	8440 MacAuthur Blvd.	N/W
744.	35th Ave. @ Davis Bus Stop	S/W
745.	85th Ave. @ E. 14th Bus Stop	
746.	8400 MacAuthur Bus Stop	N/W
747.	8522 MacAuthur Bus Stop	N/S
748.	8714 MacAuthur Bus Stop	N/S
749.	90th MacAuthur Bus Stop	S/E
750.	82nd @ MacAuthur	
751.	Telegraph @ 50th St.	N/W
752.	Telegraph @ 50th St.	S/W
753.	Telegraph @ 49th St.	N/W
754.	Telegraph @ 48th St.	S/W
755.	Telegraph @ 45th St.	S/W
756.	Telegraph @ 44th St.	S/W
757.	Shattuck @ 48th St.	N/W
758.	Park Blvd. @ E. 18th St.	N/W
759.	Park Blvd. @ E. 19th St.	N/W
760.	Park Blvd. @ Cleveland	N/W
761.	Park Blvd. @ Kingsley	S/W
762.	Park Blvd. @ Pleasant Valley & Gilbert	N/W
763.	Park Blvd. @ 3rd Ave. & E. 18th St.	N/W
764.	Park Blvd. @ 5th Ave. & Foothill	S/W
765.	7th St. & Harrison	N/E, N/W, S/E
766.	8th St. & Harrison	N/W, N/E
767.	9th St. & Harrison	N/W, N/E
768.	7th St. & Franklin	S/W
769.	8th St. & Franklin	S/W, N/E, S/E
770.	9th St. & Franklin	S/W, N/E, S/E
771.	7th St. & Webster	N/W
772.	8th St. & Webster	S/W, S/E
773.	9th St. & Webster	N/E
774.	10th St. & Webster	S/E, N/E
775.	Foothill Blvd. & E. 15th	N/E
776.	Sanborne Park next to 1621 Fruitvale	N/W
777.	(Charles Whitton School next to 1723 Fruitvale)	N/W
778.	Fernam & 34th Ave	N/W
779.	(1500 34th Ave. across from St. Elizabeth).	N/W
780.	(Fruitvale & E. 19th St. in front of 1901 Fruitvale).	N/E
781.	21st Ave. & E. 21st St.	N/E
782.	42nd Ave. & Foothill Blvd.	N/W
783.	Foothill @ 1601 Fruitvale	
784.	Foothill @ 35th Ave. & Brookdale	N/W
785.	Foothill @ 35th Ave. & Custer	S/E

786.	Foothill @ 38th Ave. & Penniman	S/E
787.	Foothill @ 38th Ave. & Allendale	S/W
788.	Foothill @ 38th Ave. & Brookdale	S/E
789.	Foothill @ High St. & Brookdale	S/E
790.	Foothill @ 38th Ave. & Carrington	S/E
791.	Foothill @ Carrington & High	S/E
792.	73rd @ 675 73rd Ave.	N/W
793.	73rd @ Orral St.	E/S
794.	73rd @ Favor	W/S
795.	73rd @ Holly	E/S
796.	73rd @ Lockwood	W/S
797.	73rd @ Arthur	E/S
798.	73rd @ E. 14th St.	N/W
799.	73rd @ Hegenberger & Baldwin	W/S
800.	MacArthur Blvd. @ 75th Ave.	N/W
801.	MacArthur Blvd. @ 76th Ave.	N/W
802.	MacArthur Blvd. @ 77th Ave.	N/W
803.	MacArthur Blvd. @ Ritchie	S/W
804.	MacArthur Blvd. @ 84th Ave.	S/E
805.	MacArthur Blvd. @ 88th Ave.	S/W
806.	MacArthur Blvd. @ 90th Ave.	N/W
807.	MacArthur Blvd. @ 96th Ave.	S/W
808.	Bancroft Ave. @ 109th Ave.	S/W
809.	Bancroft Ave. @ 99th Ave.	S/E, S/W
810.	Bancroft Ave. @ 98th Ave.	S/W
811.	Bancroft Ave. @ 94th Ave.	N/E
812.	Bancroft Ave. @ 90th Ave.	S/E
813.	Bancroft Ave. @ 87th Ave. North South Side	
814.	Bancroft Ave. @ 85th Ave.	N/E
815.	Bancroft Ave. @ Seminary	S/W
816.	Bancroft Ave. @ 55th Ave.	N/W
817.	Bancroft Ave. @ Fairfax	N/E
818.	Bancroft Ave. @ Vicksburg	S/W
819.	Bancroft Ave. @ Cole St.	S/W
820.	Bancroft Ave. @ Avenal	S/W

**E-2 Locations added by  
Settlement Agreement and  
Releases dated July 9, 2003**

Exhibit E-2

Tech High – 45<sup>th</sup> to 49<sup>th</sup> Street from Telegraph to Broadway (multiple sites)

McClymonds – 26<sup>th</sup> to 28<sup>th</sup> Street

Also: store @ 26<sup>th</sup> / Market

Lowell – Market & 14<sup>th</sup>

West Lake – Harrison & 27<sup>th</sup>

Bret Harte – 3700 Coolidge

Also: street can @ corner of MacArthur and Coolidge

Castlemont High School – 8601 MacArthur

Howard Elementary School – 8755 Fontaine

Allendale School – 2 cans on the school side, one at Penniman Ave, and Viola St. and Penniman Av. between Abbey St. and Short St.

**E-3 Locations Effective  
October 17, 2005**

# Exhibit E-3

This list comprises all street litter container addresses and locations effective October 17, 2005. In addition to the containers at the locations listed in Exhibit E-2, these containers are provided collection service by Contractor once daily, Monday through Friday, and additional collection on Saturday where noted.						M-F 1191 SAT 857
	Street	City	State	Mon-Fri Cans	Saturday Only Cans	
1384	ADELIN & INTL	Oakland	CA	1		
322	ALCATRAZ AVE	Oakland	CA	1		
401	ALICE ST	Oakland	CA	1		
426	ALICE ST	Oakland	CA	1		
2071	ANTIOCH CT	Oakland	CA	1		
2082	ANTIOCH CT	Oakland	CA	1		
2137	BANCROFT AVE	Oakland	CA	1	1	
5004	BANCROFT AVE	Oakland	CA	1	1	
5461	BANCROFT AVE	Oakland	CA	1	1	
5844	BANCROFT AVE	Oakland	CA	1	1	
5845	BANCROFT AVE	Oakland	CA	1	1	
6637	BANCROFT AVE	Oakland	CA	1	1	
6650	BANCROFT AVE	Oakland	CA	1	1	
6686	BANCROFT AVE	Oakland	CA	1	1	
6800	BANCROFT AVE	Oakland	CA	1	1	
7201	BANCROFT AVE	Oakland	CA	1	1	
8225	BANCROFT AVE	Oakland	CA	1	1	
8500	BANCROFT AVE	Oakland	CA	1	1	
8700	BANCROFT AVE	Oakland	CA	1	1	
8701	BANCROFT AVE	Oakland	CA	1	1	
9025	BANCROFT AVE	Oakland	CA	1	1	
9026	BANCROFT AVE	Oakland	CA	1	1	
9201	BANCROFT AVE	Oakland	CA	1	1	
9426	BANCROFT AVE	Oakland	CA	1	1	
9521	BANCROFT AVE	Oakland	CA	1	1	
9550	BANCROFT AVE	Oakland	CA	1	1	
9700	BANCROFT AVE	Oakland	CA	1	1	
9750	BANCROFT AVE	Oakland	CA	1	1	
9900	BANCROFT AVE	Oakland	CA	1	1	
9901	BANCROFT AVE	Oakland	CA	1	1	
9905	BANCROFT AVE	Oakland	CA	1	1	
10828	BANCROFT AVE	Oakland	CA	1	1	
	BELLEVUE from Grand to Grand	Oakland	CA	21	21	
565	BELLEVUE AVE	Oakland	CA	1		
101	BROADWAY	Oakland	CA	1	1	
102	BROADWAY	Oakland	CA	1	1	
200	BROADWAY	Oakland	CA	1	1	
201	BROADWAY	Oakland	CA	1	1	
229	BROADWAY	Oakland	CA	1	1	
230	BROADWAY	Oakland	CA	1	1	
333	BROADWAY	Oakland	CA	1	1	
334	BROADWAY	Oakland	CA	1	1	
400	BROADWAY	Oakland	CA	1	1	
401	BROADWAY	Oakland	CA	1	1	

# Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	455	BROADWAY	Oakland	CA	1	1
	611	BROADWAY	Oakland	CA	1	1
	705	BROADWAY	Oakland	CA	1	1
	721	BROADWAY	Oakland	CA	1	1
	801	BROADWAY	Oakland	CA	1	1
	831	BROADWAY	Oakland	CA	1	1
	835	BROADWAY	Oakland	CA	1	1
	850	BROADWAY	Oakland	CA	1	1
	969	BROADWAY	Oakland	CA	1	1
	1000	BROADWAY	Oakland	CA	1	1
	1111	BROADWAY	Oakland	CA	1	1
	1112	BROADWAY	Oakland	CA	1	1
	1212	BROADWAY	Oakland	CA	1	1
	1221	BROADWAY	Oakland	CA	1	1
	1222	BROADWAY	Oakland	CA	1	1
	1302	BROADWAY	Oakland	CA	1	1
	1310	BROADWAY	Oakland	CA	1	1
	1312	BROADWAY	Oakland	CA	1	1
	1330	BROADWAY	Oakland	CA	1	1
	1333	BROADWAY	Oakland	CA	1	1
	1400	BROADWAY	Oakland	CA	1	1
	1420	BROADWAY	Oakland	CA	1	1
	1448	BROADWAY	Oakland	CA	1	1
	1520	BROADWAY	Oakland	CA	1	1
	1542	BROADWAY	Oakland	CA	1	1
	1600	BROADWAY	Oakland	CA	1	1
	1603	BROADWAY	Oakland	CA	1	1
	1635	BROADWAY	Oakland	CA	1	1
	1701	BROADWAY	Oakland	CA	1	1
	1725	BROADWAY	Oakland	CA	1	1
	1770	BROADWAY	Oakland	CA	1	1
	1771	BROADWAY	Oakland	CA	1	1
	1916	BROADWAY	Oakland	CA	1	1
	1929	BROADWAY	Oakland	CA	1	1
	1955	BROADWAY	Oakland	CA	1	1
	1970	BROADWAY	Oakland	CA	1	1
	2019	BROADWAY	Oakland	CA	1	1
	2020	BROADWAY	Oakland	CA	1	1
	2023	BROADWAY	Oakland	CA	1	1
	2098	BROADWAY	Oakland	CA	1	1
	2099	BROADWAY	Oakland	CA	1	1
	2147	BROADWAY	Oakland	CA	1	1
	2148	BROADWAY	Oakland	CA	1	1
	2200	BROADWAY	Oakland	CA	1	1
	2201	BROADWAY	Oakland	CA	1	1
	2216	BROADWAY	Oakland	CA	1	1
	2250	BROADWAY	Oakland	CA	1	1
	2251	BROADWAY	Oakland	CA	1	1
	2355	BROADWAY	Oakland	CA	1	1
	2401	BROADWAY	Oakland	CA	1	1
	2430	BROADWAY	Oakland	CA	1	1
	2555	BROADWAY	Oakland	CA	1	1
	2560	BROADWAY	Oakland	CA	1	1
	2600	BROADWAY	Oakland	CA	1	1

Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	2710	BROADWAY	Oakland	CA	1	1
	2761	BROADWAY	Oakland	CA	1	1
	2810	BROADWAY	Oakland	CA	1	1
	2820	BROADWAY	Oakland	CA	1	1
	2860	BROADWAY	Oakland	CA	1	1
	2863	BROADWAY	Oakland	CA	1	1
	2915	BROADWAY	Oakland	CA	1	1
	2964	BROADWAY	Oakland	CA	1	1
	3001	BROADWAY	Oakland	CA	1	1
	3026	BROADWAY	Oakland	CA	1	1
	3079	BROADWAY	Oakland	CA	1	1
	3093	BROADWAY	Oakland	CA	1	1
	3329	BROADWAY	Oakland	CA	1	1
	3330	BROADWAY	Oakland	CA	1	1
	3505	BROADWAY	Oakland	CA	1	1
	3506	BROADWAY	Oakland	CA	1	1
	3700	BROADWAY	Oakland	CA	1	1
	3950	BROADWAY	Oakland	CA	1	1
	4015	BROADWAY	Oakland	CA	1	1
	4270	BROADWAY	Oakland	CA	1	1
	4319	BROADWAY	Oakland	CA	1	1
	4351	BROADWAY	Oakland	CA	1	1
	4400	BROADWAY	Oakland	CA	1	1
	4423	BROADWAY	Oakland	CA	1	1
	4457	BROADWAY	Oakland	CA	1	1
	4473	BROADWAY	Oakland	CA	1	1
	4496	BROADWAY	Oakland	CA	1	1
	4501	BROADWAY	Oakland	CA	1	1
	4920	BROADWAY	Oakland	CA	1	1
	5050	BROADWAY	Oakland	CA	1	1
	5107	BROADWAY	Oakland	CA	1	1
	5151	BROADWAY	Oakland	CA	1	1
	5200	BROADWAY	Oakland	CA	1	1
	5231	BROADWAY	Oakland	CA	1	1
	5251	BROADWAY	Oakland	CA	1	1
	5861	BROADWAY TERR	Oakland	CA	1	1
	6706	BROADWAY TERR	Oakland	CA	1	1
	6717	BROADWAY TERR	Oakland	CA	1	1
	6719	BROADWAY TERR	Oakland	CA	1	1
	6758	BROADWAY TERR	Oakland	CA	1	1
	6767	BROADWAY TERR	Oakland	CA	1	1
	4301	BROOKDALE AVE	Oakland	CA	1	
	5845	CAMDEN ST	Oakland	CA	1	
	1318	CENTER ST	Oakland	CA	1	
	6099	CLAREMONT AVE	Oakland	CA	1	
	3190	COLLEGE AVE	Oakland	CA	1	1
	3191	COLLEGE AVE	Oakland	CA	1	1

# Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	3201	COLLEGE AVE	Oakland	CA	1	1
	3202	COLLEGE AVE	Oakland	CA	1	1
	5237	COLLEGE AVE	Oakland	CA	1	1
	5250	COLLEGE AVE	Oakland	CA	1	1
	5316	COLLEGE AVE	Oakland	CA	1	1
	5362	COLLEGE AVE	Oakland	CA	1	1
	5366	COLLEGE AVE	Oakland	CA	1	1
	5401	COLLEGE AVE	Oakland	CA	1	1
	5406	COLLEGE AVE	Oakland	CA	1	1
	5433	COLLEGE AVE	Oakland	CA	1	1
	5470	COLLEGE AVE	Oakland	CA	1	1
	5480	COLLEGE AVE	Oakland	CA	1	1
	5511	COLLEGE AVE	Oakland	CA	1	1
	5703	COLLEGE AVE	Oakland	CA	1	1
	5727	COLLEGE AVE	Oakland	CA	1	1
	5801	COLLEGE AVE	Oakland	CA	1	1
	5856	COLLEGE AVE	Oakland	CA	1	1
	5901	COLLEGE AVE	Oakland	CA	1	1
	5940	COLLEGE AVE	Oakland	CA	1	1
	5951	COLLEGE AVE	Oakland	CA	1	1
	6025	COLLEGE AVE	Oakland	CA	1	1
	6051	COLLEGE AVE	Oakland	CA	1	1
	6052	COLLEGE AVE	Oakland	CA	1	1
	6201	COLLEGE AVE	Oakland	CA	1	1
	6308	COLLEGE AVE	Oakland	CA	1	1
	6309	COLLEGE AVE	Oakland	CA	1	1
	3030	COOLIDGE AVE	Oakland	CA	1	1
	3090	COOLIDGE AVE	Oakland	CA	1	
	3111	COOLIDGE AVE	Oakland	CA	1	
	3117	COOLIDGE AVE	Oakland	CA	1	1
	3500	COOLIDGE AVE	Oakland	CA	2	2
	3707	COOLIDGE AVE	Oakland	CA	1	1
	9422	EDES AVE	Oakland	CA	1	
	252	EUCLID ST	Oakland	CA	1	
	441	FOOTHILL BLVD	Oakland	CA	1	1
	448	FOOTHILL BLVD	Oakland	CA	1	1
	1302	FOOTHILL BLVD	Oakland	CA	1	1
	1616	FOOTHILL BLVD	Oakland	CA	1	1
	1696	FOOTHILL BLVD	Oakland	CA	1	1
	1704	FOOTHILL BLVD	Oakland	CA	1	1
	1902	FOOTHILL BLVD	Oakland	CA	1	1
	2041	FOOTHILL BLVD	Oakland	CA	1	1
	2300	FOOTHILL BLVD	Oakland	CA	1	1
	2301	FOOTHILL BLVD	Oakland	CA	1	1
	2586	FOOTHILL BLVD	Oakland	CA	1	1
	2629	FOOTHILL BLVD	Oakland	CA	1	1
	2777	FOOTHILL BLVD	Oakland	CA	1	1
	3219	FOOTHILL BLVD	Oakland	CA	1	1
	3300	FOOTHILL BLVD	Oakland	CA	1	1
	3509	FOOTHILL BLVD	Oakland	CA	1	1

Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	3518	FOOTHILL BLVD	Oakland	CA	1	1
	3799	FOOTHILL BLVD	Oakland	CA	1	1
	3800	FOOTHILL BLVD	Oakland	CA	1	1
	4080	FOOTHILL BLVD	Oakland	CA	1	1
	4149	FOOTHILL BLVD	Oakland	CA	1	1
	4228	FOOTHILL BLVD	Oakland	CA	1	1
	4243	FOOTHILL BLVD	Oakland	CA	1	1
	4400	FOOTHILL BLVD	Oakland	CA	1	1
	4604	FOOTHILL BLVD	Oakland	CA	1	1
	5369	FOOTHILL BLVD	Oakland	CA	1	1
	5472	FOOTHILL BLVD	Oakland	CA	1	1
	5489	FOOTHILL BLVD	Oakland	CA	1	1
	5634	FOOTHILL BLVD	Oakland	CA	1	1
	5710	FOOTHILL BLVD	Oakland	CA	1	1
	5717	FOOTHILL BLVD	Oakland	CA	1	1
	5753	FOOTHILL BLVD	Oakland	CA	1	1
	5853	FOOTHILL BLVD	Oakland	CA	1	1
	5906	FOOTHILL BLVD	Oakland	CA	1	1
	5932	FOOTHILL BLVD	Oakland	CA	1	1
	6033	FOOTHILL BLVD	Oakland	CA	1	1
	6125	FOOTHILL BLVD	Oakland	CA	1	1
	6600	FOOTHILL BLVD	Oakland	CA	1	1
	6619	FOOTHILL BLVD	Oakland	CA	1	1
	6801	FOOTHILL BLVD	Oakland	CA	1	1
	6823	FOOTHILL BLVD	Oakland	CA	1	1
	6850	FOOTHILL BLVD	Oakland	CA	1	1
	828	FRANKLIN ST	Oakland	CA	1	1
	1220	FRANKLIN ST	Oakland	CA	1	1
	1305	FRANKLIN ST	Oakland	CA	1	1
	1400	FRANKLIN ST	Oakland	CA	1	1
	1510	FRANKLIN ST	Oakland	CA	1	1
	1511	FRANKLIN ST	Oakland	CA	1	
	1517	FRANKLIN ST	Oakland	CA	1	1
	1710	FRANKLIN ST	Oakland	CA	1	1
	1916	FRANKLIN ST	Oakland	CA	1	1
	2044	FRANKLIN ST	Oakland	CA	1	1
	1204	FRUITVALE AVE	Oakland	CA	1	1
	1319	FRUITVALE AVE	Oakland	CA	1	1
	1358	FRUITVALE AVE	Oakland	CA	1	1
	1424	FRUITVALE AVE	Oakland	CA	1	1
	1479	FRUITVALE AVE	Oakland	CA	1	1
	1501	FRUITVALE AVE	Oakland	CA	1	1
	1502	FRUITVALE AVE	Oakland	CA	1	1
	1556	FRUITVALE AVE	Oakland	CA	1	1
	1601	FRUITVALE AVE	Oakland	CA	1	1
	1621	FRUITVALE AVE	Oakland	CA	1	1
	1706	FRUITVALE AVE	Oakland	CA	1	1
	1848	FRUITVALE AVE	Oakland	CA	1	1
	2010	FRUITVALE AVE	Oakland	CA	1	1
	2021	FRUITVALE AVE	Oakland	CA	1	1
	2210	FRUITVALE AVE	Oakland	CA	1	1

Exhibit E-3

	Street	City	State	Mon-Fri Cans	Saturday Only Cans
2317	FRUITVALE AVE	Oakland	CA	1	1
2603	FRUITVALE AVE	Oakland	CA	1	1
2651	FRUITVALE AVE	Oakland	CA	1	1
2676	FRUITVALE AVE	Oakland	CA	1	1
2727	FRUITVALE AVE	Oakland	CA	1	1
2958	FRUITVALE AVE	Oakland	CA	1	1
3121	FRUITVALE AVE	Oakland	CA	1	1
3166	FRUITVALE AVE	Oakland	CA	1	1
3400	FRUITVALE AVE	Oakland	CA	1	1
3401	FRUITVALE AVE	Oakland	CA	1	1
3402	FRUITVALE AVE	Oakland	CA	1	1
3411	FRUITVALE AVE	Oakland	CA	1	1
3423	FRUITVALE AVE	Oakland	CA	1	1
3456	FRUITVALE AVE	Oakland	CA	1	1
3465	FRUITVALE AVE	Oakland	CA	1	1
3510	FRUITVALE AVE	Oakland	CA	1	1
3511	FRUITVALE AVE	Oakland	CA	1	1
3525	FRUITVALE AVE	Oakland	CA	1	1
3565	FRUITVALE AVE	Oakland	CA	1	1
3597	FRUITVALE AVE	Oakland	CA	1	1
415	W. GRAND AVE	Oakland	CA	1	1
521	W. GRAND AVE	Oakland	CA	1	1
589	W. GRAND AVE	Oakland	CA	1	1
645	W. GRAND AVE	Oakland	CA	1	1
3200	GRAND AVE	Oakland	CA	1	1
3201	GRAND AVE	Oakland	CA	1	1
3226	GRAND AVE	Oakland	CA	1	1
3241	GRAND AVE	Oakland	CA	1	1
3250	GRAND AVE	Oakland	CA	1	1
3264	GRAND AVE	Oakland	CA	1	1
3306	GRAND AVE	Oakland	CA	1	1
3325	GRAND AVE	Oakland	CA	1	1
3326	GRAND AVE	Oakland	CA	1	1
3356	GRAND AVE	Oakland	CA	1	1
3363	GRAND AVE	Oakland	CA	1	1
3374	GRAND AVE	Oakland	CA	1	1
3419	GRAND AVE	Oakland	CA	1	1
3518	GRAND AVE	Oakland	CA	1	1
3664	GRAND AVE	Oakland	CA	1	1
3900	GRAND AVE	Oakland	CA	1	1
3908	GRAND AVE	Oakland	CA	1	1
3930	GRAND AVE	Oakland	CA	1	1
3931	GRAND AVE	Oakland	CA	1	1
	<b>GRAND from HARRISON to LAKESHORE</b>	Oakland	CA	31	31
7300	HAMILTON AVE	Oakland	CA	1	
7301	HAMILTON AVE	Oakland	CA	1	
126	HARRISON ST	Oakland	CA	1	1
317	HARRISON ST	Oakland	CA	1	1
318	HARRISON ST	Oakland	CA	1	1
425	HARRISON ST	Oakland	CA	1	1
801	HARRISON ST	Oakland	CA	1	1

# Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	1269	HARRISON ST	Oakland	CA	1	1
	1402	HARRISON ST	Oakland	CA	1	1
	1445	HARRISON ST	Oakland	CA	1	1
	2001	HARRISON ST	Oakland	CA	1	1
	2100	HARRISON ST	Oakland	CA	1	1
	2250	HARRISON ST	Oakland	CA	1	1
	2251	HARRISON ST	Oakland	CA	1	1
	2332	HARRISON ST	Oakland	CA	1	1
	2501	HARRISON ST	Oakland	CA	1	1
	2636	HARRISON ST	Oakland	CA	1	1
	2638	HARRISON ST	Oakland	CA	1	1
	2827	HARRISON ST	Oakland	CA	1	1
	3300	HARRISON ST	Oakland	CA	1	
	3307	HARRISON ST	Oakland	CA	1	1
	420	HEGENBERGER RD	Oakland	CA	1	
	566	HEGENBERGER RD	Oakland	CA	1	
	595	HEGENBERGER RD	Oakland	CA	1	
	646	HEGENBERGER RD	Oakland	CA	1	
	659	HEGENBERGER RD	Oakland	CA	1	
	1434	HEGENBERGER RD	Oakland	CA	1	
	1616	HEGENBERGER RD	Oakland	CA	1	
	1824	HEGENBERGER RD	Oakland	CA	1	
	2230	HEGENBERGER RD	Oakland	CA	1	
	2600	HEGENBERGER RD	Oakland	CA	1	
	1446	HIGH ST	Oakland	CA	1	1
	1724	HIGH ST	Oakland	CA	1	1
	1941	HIGH ST	Oakland	CA	1	1
	2301	HIGH ST	Oakland	CA	1	1
	2350	HIGH ST	Oakland	CA	1	1
	2403	HIGH ST	Oakland	CA	1	1
	2558	HIGH ST	Oakland	CA	1	
	2598	HIGH ST	Oakland	CA	1	1
	2599	HIGH ST	Oakland	CA	1	1
	3133	HIGH ST	Oakland	CA	1	1
	3135	HIGH ST	Oakland	CA	1	1
	3401	HIGH ST	Oakland	CA	1	1
	3407	HIGH ST	Oakland	CA	1	
	3521	HIGH ST	Oakland	CA	1	1
	4276	HIGH ST	Oakland	CA	1	1
	4300	HIGH ST	Oakland	CA	1	
	2286	INTERNATIONAL BLVD	Oakland	CA	1	1
	2293	INTERNATIONAL BLVD	Oakland	CA	1	1
	2302	INTERNATIONAL BLVD	Oakland	CA	1	1
	2424	INTERNATIONAL BLVD	Oakland	CA	1	1
	2595	INTERNATIONAL BLVD	Oakland	CA	1	1
	2602	INTERNATIONAL BLVD	Oakland	CA	1	1
	2837	INTERNATIONAL BLVD	Oakland	CA	1	1
	2900	INTERNATIONAL BLVD	Oakland	CA	1	1
	3071	INTERNATIONAL BLVD	Oakland	CA	1	1

# Exhibit E-3

	Street	City	State	Mon-Fri Cans	Saturday Only Cans
3111	INTERNATIONAL BLVD	Oakland	CA	2	2
3136	INTERNATIONAL BLVD	Oakland	CA	1	1
3201	INTERNATIONAL BLVD	Oakland	CA	1	1
3206	INTERNATIONAL BLVD	Oakland	CA	1	1
3281	INTERNATIONAL BLVD	Oakland	CA	1	1
3301	INTERNATIONAL BLVD	Oakland	CA	1	1
3310	INTERNATIONAL BLVD	Oakland	CA	1	1
3336	INTERNATIONAL BLVD	Oakland	CA	1	1
3349	INTERNATIONAL BLVD	Oakland	CA	1	1
3400	INTERNATIONAL BLVD	Oakland	CA	1	1
3401	INTERNATIONAL BLVD	Oakland	CA	1	1
3410	INTERNATIONAL BLVD	Oakland	CA	1	1
3451	INTERNATIONAL BLVD	Oakland	CA	1	1
3501	INTERNATIONAL BLVD	Oakland	CA	1	1
3502	INTERNATIONAL BLVD	Oakland	CA	1	1
3514	INTERNATIONAL BLVD	Oakland	CA	1	1
3534	INTERNATIONAL BLVD	Oakland	CA	1	1
3541	INTERNATIONAL BLVD	Oakland	CA	1	1
3550	INTERNATIONAL BLVD	Oakland	CA	1	1
3604	INTERNATIONAL BLVD	Oakland	CA	1	1
3625	INTERNATIONAL BLVD	Oakland	CA	1	1
3700	INTERNATIONAL BLVD	Oakland	CA	1	1
3715	INTERNATIONAL BLVD	Oakland	CA	1	1
3750	INTERNATIONAL BLVD	Oakland	CA	1	1
3751	INTERNATIONAL BLVD	Oakland	CA	1	1
3808	INTERNATIONAL BLVD	Oakland	CA	1	1
3811	INTERNATIONAL BLVD	Oakland	CA	1	1
3900	INTERNATIONAL BLVD	Oakland	CA	1	1
3905	INTERNATIONAL BLVD	Oakland	CA	1	1
3947	INTERNATIONAL BLVD	Oakland	CA	1	1
4000	INTERNATIONAL BLVD	Oakland	CA	1	1
4009	INTERNATIONAL BLVD	Oakland	CA	1	1
4016	INTERNATIONAL BLVD	Oakland	CA	1	1
4021	INTERNATIONAL BLVD	Oakland	CA	1	1
4030	INTERNATIONAL BLVD	Oakland	CA	1	1
4102	INTERNATIONAL BLVD	Oakland	CA	1	1
4200	INTERNATIONAL BLVD	Oakland	CA	1	1
4251	INTERNATIONAL BLVD	Oakland	CA	1	1
4300	INTERNATIONAL BLVD	Oakland	CA	1	1
4301	INTERNATIONAL BLVD	Oakland	CA	1	1
4402	INTERNATIONAL BLVD	Oakland	CA	1	1
4439	INTERNATIONAL BLVD	Oakland	CA	1	1
4500	INTERNATIONAL BLVD	Oakland	CA	1	1
4610	INTERNATIONAL BLVD	Oakland	CA	1	1
4778	INTERNATIONAL BLVD	Oakland	CA	1	1
4819	INTERNATIONAL BLVD	Oakland	CA	1	1
5040	INTERNATIONAL BLVD	Oakland	CA	1	1
5337	INTERNATIONAL BLVD	Oakland	CA	1	1
5406	INTERNATIONAL BLVD	Oakland	CA	1	1
5502	INTERNATIONAL BLVD	Oakland	CA	1	1
5625	INTERNATIONAL BLVD	Oakland	CA	1	1
5700	INTERNATIONAL BLVD	Oakland	CA	1	1
5701	INTERNATIONAL BLVD	Oakland	CA	1	1
5800	INTERNATIONAL BLVD	Oakland	CA	1	1

# Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	5825	INTERNATIONAL BLVD	Oakland	CA	1	1
	5912	INTERNATIONAL BLVD	Oakland	CA	1	1
	5915	INTERNATIONAL BLVD	Oakland	CA	1	1
	6201	INTERNATIONAL BLVD	Oakland	CA	1	1
	6202	INTERNATIONAL BLVD	Oakland	CA	1	1
	6301	INTERNATIONAL BLVD	Oakland	CA	1	1
	6400	INTERNATIONAL BLVD	Oakland	CA	1	1
	6401	INTERNATIONAL BLVD	Oakland	CA	1	1
	6423	INTERNATIONAL BLVD	Oakland	CA	1	1
	6501	INTERNATIONAL BLVD	Oakland	CA	1	1
	6502	INTERNATIONAL BLVD	Oakland	CA	1	1
	6662	INTERNATIONAL BLVD	Oakland	CA	1	1
	6833	INTERNATIONAL BLVD	Oakland	CA	1	1
	6901	INTERNATIONAL BLVD	Oakland	CA	1	1
	6902	INTERNATIONAL BLVD	Oakland	CA	1	1
	7202	INTERNATIONAL BLVD	Oakland	CA	1	1
	7326	INTERNATIONAL BLVD	Oakland	CA	1	1
	7425	INTERNATIONAL BLVD	Oakland	CA	1	1
	7804	INTERNATIONAL BLVD	Oakland	CA	1	1
	7900	INTERNATIONAL BLVD	Oakland	CA	1	1
	7933	INTERNATIONAL BLVD	Oakland	CA	1	1
	7940	INTERNATIONAL BLVD	Oakland	CA	1	1
	8002	INTERNATIONAL BLVD	Oakland	CA	1	1
	8135	INTERNATIONAL BLVD	Oakland	CA	1	1
	8201	INTERNATIONAL BLVD	Oakland	CA	1	1
	8202	INTERNATIONAL BLVD	Oakland	CA	1	1
	8239	INTERNATIONAL BLVD	Oakland	CA	1	1
	8301	INTERNATIONAL BLVD	Oakland	CA	1	1
	8400	INTERNATIONAL BLVD	Oakland	CA	1	1
	8432	INTERNATIONAL BLVD	Oakland	CA	1	1
	8433	INTERNATIONAL BLVD	Oakland	CA	1	1
	8501	INTERNATIONAL BLVD	Oakland	CA	1	1
	8530	INTERNATIONAL BLVD	Oakland	CA	1	1
	8601	INTERNATIONAL BLVD	Oakland	CA	1	1
	8702	INTERNATIONAL BLVD	Oakland	CA	1	1
	8731	INTERNATIONAL BLVD	Oakland	CA	1	1
	8740	INTERNATIONAL BLVD	Oakland	CA	1	1
	8836	INTERNATIONAL BLVD	Oakland	CA	1	1
	8901	INTERNATIONAL BLVD	Oakland	CA	1	1
	8915	INTERNATIONAL BLVD	Oakland	CA	1	1
	9002	INTERNATIONAL BLVD	Oakland	CA	1	1
	9023	INTERNATIONAL BLVD	Oakland	CA	1	1
	9202	INTERNATIONAL BLVD	Oakland	CA	1	1
	9333	INTERNATIONAL BLVD	Oakland	CA	1	1
	9402	INTERNATIONAL BLVD	Oakland	CA	1	1
	9639	INTERNATIONAL BLVD	Oakland	CA	1	1
	9710	INTERNATIONAL BLVD	Oakland	CA	2	2
	9801	INTERNATIONAL BLVD	Oakland	CA	1	1
	9802	INTERNATIONAL BLVD	Oakland	CA	1	1
	10001	INTERNATIONAL BLVD	Oakland	CA	1	1
	10201	INTERNATIONAL BLVD	Oakland	CA	1	1
	10227	INTERNATIONAL BLVD	Oakland	CA	1	1
	10401	INTERNATIONAL BLVD	Oakland	CA	1	1
	10402	INTERNATIONAL BLVD	Oakland	CA	1	1

Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	10701	INTERNATIONAL BLVD	Oakland	CA	1	1
	10970	INTERNATIONAL BLVD	Oakland	CA	1	1
	825	JACKSON ST	Oakland	CA	1	1
	1906	JACKSON ST	Oakland	CA	1	
	252	JAYNE AVE	Oakland	CA	1	
		JOAQUIN MILLER & MTN	Oakland	CA	1	1
	496	LAKE PARK AVE	Oakland	CA	1	1
	498	LAKE PARK AVE	Oakland	CA	1	1
	501	LAKE PARK AVE	Oakland	CA	1	1
	510	LAKE PARK AVE	Oakland	CA	1	1
	530	LAKE PARK AVE	Oakland	CA	1	1
	1200	LAKESHORE AVE	Oakland	CA	1	1
	3201	LAKESHORE AVE	Oakland	CA	1	1
	3241	LAKESHORE AVE	Oakland	CA	1	1
	3256	LAKESHORE AVE	Oakland	CA	1	1
	3271	LAKESHORE AVE	Oakland	CA	1	1
	3279	LAKESHORE AVE	Oakland	CA	1	1
	3291	LAKESHORE AVE	Oakland	CA	1	1
	3308	LAKESHORE AVE	Oakland	CA	1	1
	3321	LAKESHORE AVE	Oakland	CA	1	1
	3343	LAKESHORE AVE	Oakland	CA	1	1
	3346	LAKESHORE AVE	Oakland	CA	1	1
	3351	LAKESHORE AVE	Oakland	CA	1	1
	3400	LAKESHORE AVE	Oakland	CA	1	1
	3405	LAKESHORE AVE	Oakland	CA	1	1
	3425	LAKESHORE AVE	Oakland	CA	1	1
	3433	LAKESHORE AVE	Oakland	CA	1	1
	3500	LAKESHORE AVE	Oakland	CA	1	1
	3501	LAKESHORE AVE	Oakland	CA	1	1
	3601	LAKESHORE AVE	Oakland	CA	1	1
	5400	LAKESHORE AVE	Oakland	CA	1	1
		<b>LAKESHORE from E 12TH to GRAND</b>	Oakland	CA	15	15
	1	LAKESIDE DR	Oakland	CA	1	1
	151	LAKESIDE DR	Oakland	CA	1	1
		<b>LAKESIDE DR to HARRISON</b>	Oakland	CA	10	10
	6104	LA SALLE AVE	Oakland	CA	1	1
	6105	LA SALLE AVE	Oakland	CA	1	1
	6137	LA SALLE AVE	Oakland	CA	1	1
	6235	LA SALLE AVE	Oakland	CA	1	1
	4561	LAWTON AVE	Oakland	CA	1	1
	1421	LEIMERT BLVD	Oakland	CA	1	
	1440	LEIMERT BLVD	Oakland	CA	1	
	1489	LEIMERT BLVD	Oakland	CA	1	

Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	4300	4300 LINDEN ST	Oakland	CA	1	
	4400	4400 LINDEN ST	Oakland	CA	1	
	219	W. MACARTHUR BLVD	Oakland	CA	1	
	946	MACARTHUR BLVD	Oakland	CA	1	
	950	MACARTHUR BLVD	Oakland	CA	1	1
	951	MACARTHUR BLVD	Oakland	CA	1	1
	1011	MACARTHUR BLVD	Oakland	CA	1	1
	1053	MACARTHUR BLVD	Oakland	CA	1	1
	1120	MACARTHUR BLVD	Oakland	CA	1	1
	1535	MACARTHUR BLVD	Oakland	CA	1	1
	1540	MACARTHUR BLVD	Oakland	CA	1	1
	2006	MACARTHUR BLVD	Oakland	CA	1	1
	2042	MACARTHUR BLVD	Oakland	CA	1	1
	2055	MACARTHUR BLVD	Oakland	CA	1	1
	2141	MACARTHUR BLVD	Oakland	CA	2	2
	2143	MACARTHUR BLVD	Oakland	CA	1	1
	2200	MACARTHUR BLVD	Oakland	CA	1	1
	2208	MACARTHUR BLVD	Oakland	CA	1	1
	2226	MACARTHUR BLVD	Oakland	CA	1	1
	2261	MACARTHUR BLVD	Oakland	CA	1	1
	2298	MACARTHUR BLVD	Oakland	CA	1	1
	2440	MACARTHUR BLVD	Oakland	CA	1	1
	2453	MACARTHUR BLVD	Oakland	CA	1	1
	2500	MACARTHUR BLVD	Oakland	CA	1	1
	2518	MACARTHUR BLVD	Oakland	CA	1	
	2628	MACARTHUR BLVD	Oakland	CA	1	1
	2634	MACARTHUR BLVD	Oakland	CA	1	1
	2635	MACARTHUR BLVD	Oakland	CA	1	1
	2734	MACARTHUR BLVD	Oakland	CA	1	1
	2797	MACARTHUR BLVD	Oakland	CA	1	1
	2800	MACARTHUR BLVD	Oakland	CA	1	1
	2801	MACARTHUR BLVD	Oakland	CA	1	1
	2977	MACARTHUR BLVD	Oakland	CA	1	
	2979	MACARTHUR BLVD	Oakland	CA	1	1
	3000	MACARTHUR BLVD	Oakland	CA	1	
	3002	MACARTHUR BLVD	Oakland	CA	1	1
	3011	MACARTHUR BLVD	Oakland	CA	1	1
	3070	MACARTHUR BLVD	Oakland	CA	1	
	3091	MACARTHUR BLVD	Oakland	CA	1	
	3200	MACARTHUR BLVD	Oakland	CA	1	1
	3410	MACARTHUR BLVD	Oakland	CA	1	1
	3501	MACARTHUR BLVD	Oakland	CA	1	1
	3506	MACARTHUR BLVD	Oakland	CA	1	1
	3553	MACARTHUR BLVD	Oakland	CA	1	1
	3645	MACARTHUR BLVD	Oakland	CA	1	1
	3700	MACARTHUR BLVD	Oakland	CA	1	
	3707	MACARTHUR BLVD	Oakland	CA	1	
	3711	MACARTHUR BLVD	Oakland	CA	1	
	3720	MACARTHUR BLVD	Oakland	CA	1	1
	3734	MACARTHUR BLVD	Oakland	CA	1	1
	3738	MACARTHUR BLVD	Oakland	CA	1	

Exhibit E-3

	Street	City	State	Mon-Fri Cans	Saturday Only Cans
3814	MACARTHUR BLVD	Oakland	CA	1	1
3845	MACARTHUR BLVD	Oakland	CA	1	1
3908	MACARTHUR BLVD	Oakland	CA	1	1
4004	MACARTHUR BLVD	Oakland	CA	1	1
4053	MACARTHUR BLVD	Oakland	CA	1	1
4110	MACARTHUR BLVD	Oakland	CA	1	1
4173	MACARTHUR BLVD	Oakland	CA	1	1
4300	MACARTHUR BLVD	Oakland	CA	1	1
4550	MACARTHUR BLVD	Oakland	CA	1	1
4720	MACARTHUR BLVD	Oakland	CA	1	1
4989	MACARTHUR BLVD	Oakland	CA	1	1
5556	MACARTHUR BLVD	Oakland	CA	1	1
5910	MACARTHUR BLVD	Oakland	CA	1	1
5927	MACARTHUR BLVD	Oakland	CA	1	1
5947	MACARTHUR BLVD	Oakland	CA	1	1
6400	MACARTHUR BLVD	Oakland	CA	1	1
7222	MACARTHUR BLVD	Oakland	CA	1	1
7248	MACARTHUR BLVD	Oakland	CA	1	1
7301	MACARTHUR BLVD	Oakland	CA	1	1
7304	MACARTHUR BLVD	Oakland	CA	1	1
7326	MACARTHUR BLVD	Oakland	CA	1	1
7335	MACARTHUR BLVD	Oakland	CA	1	1
7509	MACARTHUR BLVD	Oakland	CA	1	
7513	MACARTHUR BLVD	Oakland	CA	1	1
7600	MACARTHUR BLVD	Oakland	CA	1	1
7637	MACARTHUR BLVD	Oakland	CA	1	1
7645	MACARTHUR BLVD	Oakland	CA	1	
7850	MACARTHUR BLVD	Oakland	CA	1	1
7853	MACARTHUR BLVD	Oakland	CA	1	
7940	MACARTHUR BLVD	Oakland	CA	1	
7956	MACARTHUR BLVD	Oakland	CA	1	1
8033	MACARTHUR BLVD	Oakland	CA	1	
8200	MACARTHUR BLVD	Oakland	CA	1	
8208	MACARTHUR BLVD	Oakland	CA	1	
8423	MACARTHUR BLVD	Oakland	CA	1	1
8522	MACARTHUR BLVD	Oakland	CA	1	1
8525	MACARTHUR BLVD	Oakland	CA	1	1
8656	MACARTHUR BLVD	Oakland	CA	1	1
8711	MACARTHUR BLVD	Oakland	CA	1	1
8724	MACARTHUR BLVD	Oakland	CA	1	
8914	MACARTHUR BLVD	Oakland	CA	1	
8936	MACARTHUR BLVD	Oakland	CA	1	1
9001	MACARTHUR BLVD	Oakland	CA	1	1
9006	MACARTHUR BLVD	Oakland	CA	1	
9370	MACARTHUR BLVD	Oakland	CA	1	
9407	MACARTHUR BLVD	Oakland	CA	1	
9410	MACARTHUR BLVD	Oakland	CA	1	
9600	MACARTHUR BLVD	Oakland	CA	1	
9610	MACARTHUR BLVD	Oakland	CA	1	
9959	MACARTHUR BLVD	Oakland	CA	1	
9961	MACARTHUR BLVD	Oakland	CA	1	
10521	MACARTHUR BLVD	Oakland	CA	1	
10600	MACARTHUR BLVD	Oakland	CA	1	
10739	MACARTHUR BLVD	Oakland	CA	1	

Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	10800	MACARTHUR BLVD	Oakland	CA	1	
	800	MADISON ST	Oakland	CA	1	1
	982	MARKET ST	Oakland	CA	1	
	1151	MARKET ST	Oakland	CA	1	
	1197	MARKET ST	Oakland	CA	1	
	1209	MARKET ST	Oakland	CA	1	
	1212	MARKET ST	Oakland	CA	1	
	2581	MARKET ST	Oakland	CA	1	
	2591	MARKET ST	Oakland	CA	1	
	4005	MARKET ST	Oakland	CA	1	
	4020	MARKET ST	Oakland	CA	1	
	5730	MARKET ST	Oakland	CA	1	
	5751	MARKET ST	Oakland	CA	1	
	1431	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	2250	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	2415	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	2450	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	2624	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	2703	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	2836	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	2870	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	2903	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	3042	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	3107	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	3228	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	3251	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	3408	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	3615	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	3640	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	3725	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	3939	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	4012	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	4016	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	4426	MARTIN LUTHER KING JR WAY	Oakland	CA	1	
	6101	MERCED AVE	Oakland	CA	1	1
	6350	MORAGA AVE	Oakland	CA	1	1
	6380	MORAGA AVE	Oakland	CA	1	1
	6410	MORAGA AVE	Oakland	CA	1	1
	6410	MORAGA AVE	Oakland	CA	1	1
	6450	MORAGA AVE	Oakland	CA	1	1
	6470	MORAGA AVE	Oakland	CA	1	1
	6471	MORAGA AVE	Oakland	CA	1	1
	6516	MORAGA AVE	Oakland	CA	1	1
	6550	MORAGA AVE	Oakland	CA	1	1
	6551	MORAGA AVE	Oakland	CA	1	1
	1816	MOUNTAIN BLVD	Oakland	CA	1	1
	1959	MOUNTAIN BLVD	Oakland	CA	1	1
	1962	MOUNTAIN BLVD	Oakland	CA	1	1

# Exhibit E-3

	Street	City	State	Mon-Fri Cans	Saturday Only Cans
1963	MOUNTAIN BLVD	Oakland	CA	1	1
1997	MOUNTAIN BLVD	Oakland	CA	1	1
1998	MOUNTAIN BLVD	Oakland	CA	1	1
2000	MOUNTAIN BLVD	Oakland	CA	1	1
2001	MOUNTAIN BLVD	Oakland	CA	1	1
2042	MOUNTAIN BLVD	Oakland	CA	1	1
2050	MOUNTAIN BLVD	Oakland	CA	1	1
2051	MOUNTAIN BLVD	Oakland	CA	1	1
2060	MOUNTAIN BLVD	Oakland	CA	1	1
2065	MOUNTAIN BLVD	Oakland	CA	1	1
2066	MOUNTAIN BLVD	Oakland	CA	1	1
2080	MOUNTAIN BLVD	Oakland	CA	1	1
2081	MOUNTAIN BLVD	Oakland	CA	1	1
2159	MOUNTAIN BLVD	Oakland	CA	1	1
2162	MOUNTAIN BLVD	Oakland	CA	1	1
2891	MOUNTAIN BLVD	Oakland	CA	1	
7980	MOUNTAIN BLVD	Oakland	CA	1	
8008	MOUNTAIN BLVD	Oakland	CA	1	
9750	MOUNTAIN BLVD	Oakland	CA	1	
9765	MOUNTAIN BLVD	Oakland	CA	1	
2611	MYRTLE ST	Oakland	CA	1	1
2781	MYRTLE ST	Oakland	CA	1	1
1000	OAK ST	Oakland	CA	1	1
1401	OAK ST	Oakland	CA	1	1
1445	OAK ST	Oakland	CA	1	
1514	OAK ST	Oakland	CA	1	
1515	OAK ST	Oakland	CA	1	
1555	OAK ST	Oakland	CA	1	
4200	OPAL ST	Oakland	CA	1	1
2484	PARK BLVD	Oakland	CA	1	
2786	PARK BLVD	Oakland	CA	1	
2811	PARK BLVD	Oakland	CA	1	
3232	PARK BLVD	Oakland	CA	1	
3550	PARK BLVD	Oakland	CA	1	
3630	PARK BLVD	Oakland	CA	1	
3700	PARK BLVD	Oakland	CA	1	
3990	PARK BLVD	Oakland	CA	1	
4040	PARK BLVD	Oakland	CA	1	
4200	PARK BLVD	Oakland	CA	1	
4219	PARK BLVD	Oakland	CA	1	
4220	PARK BLVD	Oakland	CA	1	
4329	PARK BLVD	Oakland	CA	1	
3670	PENNIMAN AVE	Oakland	CA	1	1
3730	PENNIMAN AVE	Oakland	CA	1	1
840	PERALTA ST	Oakland	CA	1	
841	PERALTA ST	Oakland	CA	1	
375	PERKINS ST	Oakland	CA	1	

Exhibit E-3

	Street	City	State	Mon-Fri Cans	Saturday Only Cans
400	PERKINS ST	Oakland	CA	1	
3690	PIEDMONT AVE	Oakland	CA	1	1
3790	PIEDMONT AVE	Oakland	CA	1	1
3801	PIEDMONT AVE	Oakland	CA	1	1
3804	PIEDMONT AVE	Oakland	CA	1	1
3884	PIEDMONT AVE	Oakland	CA	1	1
3891	PIEDMONT AVE	Oakland	CA	1	1
4037	PIEDMONT AVE	Oakland	CA	1	1
4039	PIEDMONT AVE	Oakland	CA	1	1
4048	PIEDMONT AVE	Oakland	CA	1	1
4050	PIEDMONT AVE	Oakland	CA	1	1
4101	PIEDMONT AVE	Oakland	CA	1	1
4150	PIEDMONT AVE	Oakland	CA	1	1
4184	PIEDMONT AVE	Oakland	CA	1	1
4187	PIEDMONT AVE	Oakland	CA	1	1
4226	PIEDMONT AVE	Oakland	CA	1	1
4240	PIEDMONT AVE	Oakland	CA	1	1
4294	PIEDMONT AVE	Oakland	CA	1	1
4299	PIEDMONT AVE	Oakland	CA	1	1
4301	PIEDMONT AVE	Oakland	CA	1	1
4382	PIEDMONT AVE	Oakland	CA	1	1
4063-A	PIEDMONT AVE	Oakland	CA	1	1
4063-B	PIEDMONT AVE	Oakland	CA	1	1
4201-A	PIEDMONT AVE	Oakland	CA	1	1
4201-B	PIEDMONT AVE	Oakland	CA	1	1
4000	REDWOOD RD	Oakland	CA	1	1
3084	RICHMOND BLVD	Oakland	CA	1	
3401	RICHMOND BLVD	Oakland	CA	1	
3465	RICHMOND BLVD	Oakland	CA	1	
3458	RICHMOND BLVD	Oakland	CA	1	
7300	SAN LEANDRO BLVD (BART)	Oakland	CA	1	1
2260	SAN PABLO AVE	Oakland	CA	1	1
2272	SAN PABLO AVE	Oakland	CA	1	1
2420	SAN PABLO AVE	Oakland	CA	1	1
2427	SAN PABLO AVE	Oakland	CA	1	1
2901	SAN PABLO AVE	Oakland	CA	1	1
2955	SAN PABLO AVE	Oakland	CA	1	1
3045	SAN PABLO AVE	Oakland	CA	1	1
3105	SAN PABLO AVE	Oakland	CA	1	1
3148	SAN PABLO AVE	Oakland	CA	1	1
3200	SAN PABLO AVE	Oakland	CA	1	1
3220	SAN PABLO AVE	Oakland	CA	1	1
3501	SAN PABLO AVE	Oakland	CA	1	1
3620	SAN PABLO AVE	Emeryville	CA	1	
3629	SAN PABLO AVE	Emeryville	CA	1	
3645	SAN PABLO AVE	Emeryville	CA	1	
3722	SAN PABLO AVE	Emeryville	CA	1	
3740	SAN PABLO AVE	Emeryville	CA	1	
3807	SAN PABLO AVE	Emeryville	CA	1	

Exhibit E-3

	Street	City	State	Mon-Fri Cans	Saturday Only Cans
3850	SAN PABLO AVE	Emeryville	CA	1	
3900	SAN PABLO AVE	Emeryville	CA	1	
3999	SAN PABLO AVE	Emeryville	CA	1	
4051	SAN PABLO AVE	Emeryville	CA	1	
4100	SAN PABLO AVE	Emeryville	CA	1	
4344	SAN PABLO AVE	Emeryville	CA	1	
4348	SAN PABLO AVE	Emeryville	CA	1	
4550	SAN PABLO AVE	Emeryville	CA	1	
4727	SAN PABLO AVE	Emeryville	CA	1	
5315	SAN PABLO AVE	Oakland	CA	1	
5328	SAN PABLO AVE	Oakland	CA	1	
5412	SAN PABLO AVE	Oakland	CA	1	
5501	SAN PABLO AVE	Oakland	CA	1	
5523	SAN PABLO AVE	Oakland	CA	1	
5606	SAN PABLO AVE	Oakland	CA	1	
5640	SAN PABLO AVE	Oakland	CA	1	
5690	SAN PABLO AVE	Oakland	CA	1	
5800	SAN PABLO AVE	Oakland	CA	1	
5850	SAN PABLO AVE	Oakland	CA	1	
5901	SAN PABLO AVE	Oakland	CA	1	
5920	SAN PABLO AVE	Oakland	CA	1	
5944	SAN PABLO AVE	Oakland	CA	1	
6037	SAN PABLO AVE	Oakland	CA	1	
6105	SAN PABLO AVE	Oakland	CA	1	
6117	SAN PABLO AVE	Oakland	CA	1	
6190	SAN PABLO AVE	Oakland	CA	1	
6225	SAN PABLO AVE	Oakland	CA	1	
6300	SAN PABLO AVE	Oakland	CA	1	
6301	SAN PABLO AVE	Oakland	CA	1	
6400	SAN PABLO AVE	Oakland	CA	1	
6401	SAN PABLO AVE	Oakland	CA	1	
6444	SAN PABLO AVE	Oakland	CA	1	
6500	SAN PABLO AVE	Oakland	CA	1	
6598	SAN PABLO AVE	Oakland	CA	1	
6690	SAN PABLO AVE	Oakland	CA	1	
1409	SEMINARY AVE	Oakland	CA	1	1
1630	SEMINARY AVE	Oakland	CA	1	1
1700	SEMINARY AVE	Oakland	CA	1	
2566	SEMINARY AVE	Oakland	CA	1	1
2601	SEMINARY AVE	Oakland	CA	1	1
3057	SEMINARY AVE	Oakland	CA	1	1
5863	SEMINARY AVE	Oakland	CA	1	1
5901	SEMINARY AVE	Oakland	CA	1	1
4483	SHAFTER AVE	Oakland	CA	1	
4486	SHAFTER AVE	Oakland	CA	1	
4892	SHAFTER AVE	Oakland	CA	1	
12201	SKYLINE BLVD	Oakland	CA	1	
12202	SKYLINE BLVD	Oakland	CA	1	
5522	SNAKE RD	Oakland	CA	1	1

Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	4799	SHATTUCK	Oakland	CA	1	
	4965	SHATTUCK	Oakland	CA	1	
	5443	SHATTUCK	Oakland	CA	1	
	5501	SHATTUCK	Oakland	CA	1	
	5634	SHATTUCK	Oakland	CA	1	
	5675	SHATTUCK	Oakland	CA	1	
	5842	SHATTUCK	Oakland	CA	1	
	5901	SHATTUCK	Oakland	CA	1	
	6103	SHATTUCK	Oakland	CA	1	
	6121	SHATTUCK	Oakland	CA	1	
	6342	SHATTUCK	Oakland	CA	1	
	6405	SHATTUCK	Oakland	CA	1	
	2761	SUMMIT ST	Oakland	CA	1	
	2890	SUMMIT ST	Oakland	CA	1	
	1618	TELEGRAPH AVE	Oakland	CA	1	
	1644	TELEGRAPH AVE	Oakland	CA	1	
	1645	TELEGRAPH AVE	Oakland	CA	1	
	1703	TELEGRAPH AVE	Oakland	CA	1	
	1720	TELEGRAPH AVE	Oakland	CA	1	
	1741	TELEGRAPH AVE	Oakland	CA	1	
	1815	TELEGRAPH AVE	Oakland	CA	1	
	1901	TELEGRAPH AVE	Oakland	CA	1	
	1916	TELEGRAPH AVE	Oakland	CA	1	
	1966	TELEGRAPH AVE	Oakland	CA	1	1
	1967	TELEGRAPH AVE	Oakland	CA	1	1
	2020	TELEGRAPH AVE	Oakland	CA	1	1
	2023	TELEGRAPH AVE	Oakland	CA	1	1
	2200	TELEGRAPH AVE	Oakland	CA	1	1
	2223	TELEGRAPH AVE	Oakland	CA	1	1
	2267	TELEGRAPH AVE	Oakland	CA	1	1
	2273	TELEGRAPH AVE	Oakland	CA	1	1
	2330	TELEGRAPH AVE	Oakland	CA	1	1
	2331	TELEGRAPH AVE	Oakland	CA	1	1
	2370	TELEGRAPH AVE	Oakland	CA	1	1
	2407	TELEGRAPH AVE	Oakland	CA	1	1
	2690	TELEGRAPH AVE	Oakland	CA	1	1
	2701	TELEGRAPH AVE	Oakland	CA	1	1
	2876	TELEGRAPH AVE	Oakland	CA	1	1
	3007	TELEGRAPH AVE	Oakland	CA	1	1
	3100	TELEGRAPH AVE	Oakland	CA	1	1
	3330	TELEGRAPH AVE	Oakland	CA	1	1
	3413	TELEGRAPH AVE	Oakland	CA	1	1
	3501	TELEGRAPH AVE	Oakland	CA	1	1
	3601	TELEGRAPH AVE	Oakland	CA	1	1
	3701	TELEGRAPH AVE	Oakland	CA	1	1
	3801	TELEGRAPH AVE	Oakland	CA	1	1
	3810	TELEGRAPH AVE	Oakland	CA	1	1
	4013	TELEGRAPH AVE	Oakland	CA	1	1
	4050	TELEGRAPH AVE	Oakland	CA	1	1
	4156	TELEGRAPH AVE	Oakland	CA	1	1
	4211	TELEGRAPH AVE	Oakland	CA	1	1
	4308	TELEGRAPH AVE	Oakland	CA	1	1

Exhibit E-3

	Street	City	State	Mon-Fri Cans	Saturday Only Cans
4345	TELEGRAPH AVE	Oakland	CA	1	1
4401	TELEGRAPH AVE	Oakland	CA	1	1
4425	TELEGRAPH AVE	Oakland	CA	1	1
4555	TELEGRAPH AVE	Oakland	CA	1	1
4760	TELEGRAPH AVE	Oakland	CA	1	1
4901	TELEGRAPH AVE	Oakland	CA	1	1
4919	TELEGRAPH AVE	Oakland	CA	1	1
4920	TELEGRAPH AVE	Oakland	CA	1	1
5055	TELEGRAPH AVE	Oakland	CA	1	1
5101	TELEGRAPH AVE	Oakland	CA	1	1
5200	TELEGRAPH AVE	Oakland	CA	1	1
5205	TELEGRAPH AVE	Oakland	CA	1	1
5237	TELEGRAPH AVE	Oakland	CA	1	1
5447	TELEGRAPH AVE	Oakland	CA	1	1
5501	TELEGRAPH AVE	Oakland	CA	1	1
5643	TELEGRAPH AVE	Oakland	CA	1	1
5701	TELEGRAPH AVE	Oakland	CA	1	1
5715	TELEGRAPH AVE	Oakland	CA	1	1
5790	TELEGRAPH AVE	Oakland	CA	1	1
5901	TELEGRAPH AVE	Oakland	CA	1	1
5928	TELEGRAPH AVE	Oakland	CA	1	1
6001	TELEGRAPH AVE	Oakland	CA	1	1
6124	TELEGRAPH AVE	Oakland	CA	1	1
6211	TELEGRAPH AVE	Oakland	CA	1	1
6390	TELEGRAPH AVE	Oakland	CA	1	1
6399	TELEGRAPH AVE	Oakland	CA	1	1
6400	TELEGRAPH AVE	Oakland	CA	1	1
6536	TELEGRAPH AVE	Oakland	CA	1	1
6601	TELEGRAPH AVE	Oakland	CA	1	1
5736	THORNHILL DR	Oakland	CA	1	1
5880	THORNHILL DR	Oakland	CA	1	1
625	TRESTLE GLEN RD	Oakland	CA	1	1
2700	VALLECITO PL	Oakland	CA	1	
2825	VALLECITO PL	Oakland	CA	1	
2849	VALLECITO PL	Oakland	CA	1	
97	VERNON ST	Oakland	CA	1	
359	VERNON ST	Oakland	CA	1	
901	WASHINGTON ST	Oakland	CA	1	1
902	WASHINGTON ST	Oakland	CA	1	1
906	WASHINGTON ST	Oakland	CA	1	1
921	WASHINGTON ST	Oakland	CA	1	1
922	WASHINGTON ST	Oakland	CA	1	1
950	WASHINGTON ST	Oakland	CA	1	1
951	WASHINGTON ST	Oakland	CA	1	1
985	WASHINGTON ST	Oakland	CA	1	1
986	WASHINGTON ST	Oakland	CA	1	1
638	WEBSTER ST	Oakland	CA	1	1
701	WEBSTER ST	Oakland	CA	1	1

Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	729	WEBSTER ST	Oakland	CA	1	1
	734	WEBSTER ST	Oakland	CA	1	1
	900	WEBSTER ST	Oakland	CA	1	1
	1320	WEBSTER ST	Oakland	CA	1	1
	1406	WEBSTER ST	Oakland	CA	1	1
	1464	WEBSTER ST	Oakland	CA	1	
	1501	WEBSTER ST	Oakland	CA	1	1
	1515	WEBSTER ST	Oakland	CA	1	1
	1608	WEBSTER ST	Oakland	CA	1	
	1630	WEBSTER ST	Oakland	CA	1	
	1631	WEBSTER ST	Oakland	CA	1	1
	1830	WEBSTER ST	Oakland	CA	1	1
	2001	WEBSTER ST	Oakland	CA	1	1
	2100	WEBSTER ST	Oakland	CA	1	1
	2101	WEBSTER ST	Oakland	CA	1	1
	5006	WOODMINSTER LN	Oakland	CA	1	
	5164	YGNACIO AVE	Oakland	CA	1	
	150	3RD ST	Oakland	CA	1	1
	151	3RD ST	Oakland	CA	1	1
	188	3RD ST	Oakland	CA	1	1
	187	3RD ST	Oakland	CA	1	1
	200	3RD ST	Oakland	CA	1	1
	201	3RD ST	Oakland	CA	1	1
	247	3RD ST	Oakland	CA	1	1
	255	3RD ST	Oakland	CA	1	1
	292	3RD ST	Oakland	CA	1	1
	293	3RD ST	Oakland	CA	1	1
	301	3RD ST	Oakland	CA	1	1
	300	3RD ST	Oakland	CA	1	1
	150	4TH ST	Oakland	CA	1	1
	151	4TH ST	Oakland	CA	1	1
	187	4TH ST	Oakland	CA	1	1
	188	4TH ST	Oakland	CA	1	1
	200	4TH ST	Oakland	CA	1	1
	201	4TH ST	Oakland	CA	1	1
	247	4TH ST	Oakland	CA	1	1
	255	4TH ST	Oakland	CA	1	1
	292	4TH ST	Oakland	CA	1	1
	293	4TH ST	Oakland	CA	1	1
	300	4TH ST	Oakland	CA	1	1
	301	4TH ST	Oakland	CA	1	1
	495	6TH ST	Oakland	CA	1	1
	301	7TH ST	Oakland	CA	1	1
	347	7TH ST	Oakland	CA	1	1
	400	7TH ST	Oakland	CA	1	1
	404	7TH ST	Oakland	CA	1	1
	408	7TH ST	Oakland	CA	1	1
	900	7TH ST	Oakland	CA	1	1

Exhibit E-3

	Street	City	State	Mon-Fri Cans	Saturday Only Cans
1133	7TH ST	Oakland	CA	1	1
1152	7TH ST	Oakland	CA	1	1
1604	7TH ST	Oakland	CA	1	1
1666	7TH ST	Oakland	CA	1	1
1675	7TH ST	Oakland	CA	1	1
1685	7TH ST	Oakland	CA	1	1
155	8TH ST	Oakland	CA	1	1
175	8TH ST	Oakland	CA	1	1
345	8TH ST	Oakland	CA	1	1
360	8TH ST	Oakland	CA	1	1
361	8TH ST	Oakland	CA	1	1
399	8TH ST	Oakland	CA	1	1
408	8TH ST	Oakland	CA	1	1
445	8TH ST	Oakland	CA	1	1
345	9TH ST	Oakland	CA	1	1
346	9TH ST	Oakland	CA	1	1
388	9TH ST	Oakland	CA	1	1
389	9TH ST	Oakland	CA	1	1
393	9TH ST	Oakland	CA	1	1
394	9TH ST	Oakland	CA	1	1
401	9TH ST	Oakland	CA	1	1
915	E. 15TH ST.	Oakland	CA	1	1
1245	E. 15TH ST.			1	
1132	10TH ST	Oakland	CA	1	
150	11TH ST	Oakland	CA	1	
372	11TH ST	Oakland	CA	1	
125	12TH ST	Oakland	CA	1	
225	12TH ST	Oakland	CA	1	
344	12TH ST	Oakland	CA	1	
394	12TH ST	Oakland	CA	1	
400	12TH ST	Oakland	CA	1	
1800	E. 12TH ST	Oakland	CA	1	
2900	E. 12TH ST	Oakland	CA	1	
3000	E. 12TH ST	Oakland	CA	1	
3229	E. 12TH ST	Oakland	CA	1	
	<b>E. 12TH ST from LAKESHORE &amp; 13TH</b>	Oakland	CA	5	
101	13TH ST	Oakland	CA	1	
165	13TH ST	Oakland	CA	1	
201	13TH ST	Oakland	CA	1	
255	13TH ST	Oakland	CA	1	
401	13TH ST	Oakland	CA	1	
432	13TH ST	Oakland	CA	1	
125	14TH ST	Oakland	CA	1	
126	14TH ST	Oakland	CA	1	
140	14TH ST	Oakland	CA	1	
141	14TH ST	Oakland	CA	1	

# Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	150	14TH ST	Oakland	CA	1	
	222	14TH ST	Oakland	CA	1	
	274	14TH ST	Oakland	CA	1	
	315	14TH ST	Oakland	CA	1	
	409	14TH ST	Oakland	CA	1	
	410	14TH ST	Oakland	CA	1	
	435	14TH ST	Oakland	CA	1	
	436	14TH ST	Oakland	CA	1	
	475	14TH ST	Oakland	CA	1	
	104	E. 14TH ST	Oakland	CA	1	
	201	E. 14TH ST	Oakland	CA	1	
	401	E. 14TH ST	Oakland	CA	1	
	500	E. 14TH ST	Oakland	CA	1	
	501	E. 14TH ST	Oakland	CA	1	
	601	E. 14TH ST	Oakland	CA	1	
	650	E. 14TH ST	Oakland	CA	1	
	700	E. 14TH ST	Oakland	CA	1	
	701	E. 14TH ST	Oakland	CA	1	
	900	E. 14TH ST	Oakland	CA	1	
	950	E. 14TH ST	Oakland	CA	1	
	1401	E. 14TH ST	Oakland	CA	1	
	1402	E. 14TH ST	Oakland	CA	1	
	1409	E. 14TH ST	Oakland	CA	1	
	1700	E. 14TH ST	Oakland	CA	1	
	1902	E. 14TH ST	Oakland	CA	1	
	1909	E. 14TH ST	Oakland	CA	1	
	2102	E. 14TH ST	Oakland	CA	1	
	2111	E. 14TH ST	Oakland	CA	1	
	183	17TH ST	Oakland	CA	1	
	261	17TH ST	Oakland	CA	1	
	310	17TH ST	Oakland	CA	1	
	436	17TH ST	Oakland	CA	1	
	550	17TH ST	Oakland	CA	1	
	590	17TH ST	Oakland	CA	1	
	894	18TH ST	Oakland	CA	1	
	200	E. 18TH ST	Oakland	CA	1	
	238	E. 18TH ST	Oakland	CA	1	
	280	E. 18TH ST	Oakland	CA	1	
	519	19TH ST	Oakland	CA	1	
	1400	E. 19TH ST	Oakland	CA	1	
	1605	E. 19TH ST	Oakland	CA	1	
	1685	E. 19TH ST	Oakland	CA	1	
	1699	E. 19TH ST	Oakland	CA	1	
	1711	E. 19TH ST	Oakland	CA	1	
	1795	E. 19TH ST	Oakland	CA	1	
	1800	E. 19TH ST	Oakland	CA	1	
	2109	E. 21ST ST	Oakland	CA	1	

# Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	2300	E. 24TH ST	Oakland	CA	1	
	2500	E. 24TH ST	Oakland	CA	1	
	1025	E 28TH ST	Oakland	CA	1	
	281	29TH ST	Oakland	CA	1	
	282	29TH ST	Oakland	CA	1	
	295	29TH ST	Oakland	CA	1	
	299	29TH ST	Oakland	CA	1	
	2810	29TH ST	Oakland	CA	1	
	2870	29TH ST	Oakland	CA	1	
	330	30TH ST	Oakland	CA	1	
	400	30TH ST	Oakland	CA	1	
	1394	E 31ST ST	Oakland	CA	1	
	165	40TH ST	Oakland	CA	1	
	764	40TH ST	Oakland	CA	1	
	803	40TH ST	Oakland	CA	1	
	865	40TH ST	Oakland	CA	1	
	165	41ST ST	Oakland	CA	1	
	175	41ST ST	Oakland	CA	1	
	308	42ND ST	Oakland	CA	1	1
	338	42ND ST	Oakland	CA	1	1
	356	42ND ST	Oakland	CA	1	1
	368	42ND ST	Oakland	CA	1	1
	301	45TH ST	Oakland	CA	1	1
	331	45TH ST	Oakland	CA	1	1
	345	45TH ST	Oakland	CA	1	1
	369	45TH ST	Oakland	CA	1	1
	376	45TH ST	Oakland	CA	1	1
	393	45TH ST	Oakland	CA	1	1
	396	45TH ST	Oakland	CA	1	1
	421	45TH ST	Oakland	CA	1	1
	2410	10TH AVE	Oakland	CA	1	
	2618	10TH AVE	Oakland	CA	1	
	2648	10TH AVE	Oakland	CA	1	
	2786	10TH AVE	Oakland	CA	1	
	2711	11TH AVE	Oakland	CA	1	
	2787	11TH AVE	Oakland	CA	1	
	1604	16TH AVE	Oakland	CA	1	1
	1626	16TH AVE	Oakland	CA	1	1
	1634	16TH AVE	Oakland	CA	1	1
	1692	16TH AVE	Oakland	CA	1	1
	1700	16TH AVE	Oakland	CA	1	1
	1708	16TH AVE	Oakland	CA	1	1

Exhibit E-3

		Street	City	State	Mon-Fri Cans	Saturday Only Cans
	1890	16TH AVE	Oakland	CA	1	1
	1605	18TH AVE	Oakland	CA	1	
	1631	18TH AVE	Oakland	CA	1	
	1699	18TH AVE	Oakland	CA	1	
	1705	18TH AVE	Oakland	CA	1	
	1735	18TH AVE	Oakland	CA	1	
	2837	19TH AVE	Oakland	CA	1	
	330	30TH AVE	Oakland	CA	1	
	400	30TH AVE	Oakland	CA	1	
	1531	34TH AVE	Oakland	CA	1	
	1929	35TH AVE	Oakland	CA	1	
	2281	35TH AVE	Oakland	CA	1	
	2401	35TH AVE	Oakland	CA	1	
	2601	35TH AVE	Oakland	CA	1	
	3039	35TH AVE	Oakland	CA	1	
	3451	35TH AVE	Oakland	CA	1	
	3501	35TH AVE	Oakland	CA	1	
	3610	35TH AVE	Oakland	CA	1	
	2151	38TH AVE	Oakland	CA	1	
	2580	38TH AVE	Oakland	CA	1	
	2601	38TH AVE	Oakland	CA	1	
	2884	38TH AVE	Oakland	CA	1	
	3001	38TH AVE	Oakland	CA	1	
	1423	73RD AVE	Oakland	CA	1	1
	1424	73RD AVE	Oakland	CA	1	1
	1608	73RD AVE	Oakland	CA	1	1
	1824	73RD AVE	Oakland	CA	1	1
	2200	73RD AVE	Oakland	CA	1	1
	2201	73RD AVE	Oakland	CA	1	1
	2450	73RD AVE	Oakland	CA	1	1
	2500	73RD AVE	Oakland	CA	1	1
	2600	73RD AVE	Oakland	CA	1	1
					1191	857

**F. Bulky Goods Program Effective  
December 1, 1995**

## EXHIBIT F

### BULKY GOODS PROGRAM

1. The Program will take place once per year.
2. All residential properties of one to four units may participate in this program.
3. Pickup of Bulky Goods will be according to a schedule developed by the City and Contractor. Everything should be placed at the curb no later than 5:30 a.m.
4. Contractor shall prepare a pickup schedule, subject to the approval of the City. The schedule should avoid conflicts with the City's Chipper Program to the extent feasible. Ideal scheduling would allow for a minimum of three months between the services of each program.
5. White Goods to be collected and recycled as part of this Program, include, but are not limited to stoves, freezers, refrigerators, washing machines, dryers and hot water heaters. White Goods must be free of Solid Waste, standing upright, have doors or lids removed, not be stacked on top of each other, and not be leaking oil or other hazardous materials. White goods should be processed according to all relevant laws, rule and regulations.
6. Bulky Goods such as furniture, tires, mattresses, lamps, toys, televisions and other such materials may be disposed of as Solid Waste.
7. No item, except for furniture and White Goods should weigh more than 75 pounds.
8. Rocks, dirt, concrete, motor oil or other liquid toxic material, vehicle parts and batteries are not included in this Program and may be left by the Contractor.
9. With the exception of the items list in No. 8 above, Contractor shall collect all items placed by the curbside and leave a checklist for the household for future reference listing the items that should not have been left for collection.
10. Contractor shall develop guidelines for customer service, subject to approval by the City.

11. Contractor shall prepare and mail at its expense, public education material to publicize the Bulky Goods Program. All materials are subject to the review and approval of the City. At a minimum, a postcard giving the basic program information and Contractor's telephone number shall be mailed to the occupant of every eligible residence receiving service. At a minimum of two weeks prior to the scheduled pickup date, Contractor shall mail a 8.5 x 14 inch brochure, printed on recycled paper, notifying the resident of the date, time and materials that may be left for collection.

**F-1 Program Effective  
January 1, 1998**

**ATTACHMENT A**  
**OAKLAND BULKY GOODS COLLECTION PROGRAM**  
**1998**  
(Revised 12/18/97)

1. WMAC will provide a curbside Bulky Good Collection Program for all Single Family Dwellings between February 16, 1998 and November 21, 1998. There will be no collection during the week of September 7, 1998. WMAC will provide the City with two copies of maps of the scheduled bulky collection routes before commencement of the Program. Routing will remain the same as the 1997 schedule.
2. WMAC will develop, print and provide by mail (a) a postcard to each billing address at least one month in advance of service and (b) an informational brochure to each service address to arrive at least two weeks in advance of the scheduled collection date for each service address.

WMAC will provide the City no later than January 9, 1998 a draft copy of the postcard and no later than January 16, 1998 a draft copy of the brochure for review and approval.

3. WMAC will compile bulky goods collection information and data including: (a) number of participating households; (b) total tonnage collected by month, delineating appliances and tires; (c) total number of program participants setting out more than three cubic yards of material (address and photograph to be included); (d) record of calls reporting claims of illegal dumping in relationship to the Bulky Goods Collection Program. This information will be provided with the normal monthly reports that WMAC provides the City.
4. Residents will be permitted to place up to three (3) cubic yards of materials, in addition to white goods (appliances) for pick up on a date to be determined by WMAC. If any materials are not collected on a residence's scheduled bulky goods collection day, the materials must be picked up by 5 p.m. the following calendar day and WMAC must notify the City by 8 a.m. on the calendar day following the initial incomplete route. WMAC's notification must be made to both Environmental Services Division and Maintenance Services Division designated staff.
5. Residences which place more than three (3) cubic yards of materials for pick up will be charged for the amount in excess of three cubic yards. The charge will be \$25 per extra cubic yard - not to exceed \$50.
6. Residents who place their bulky goods out more than two days prior to the pick up date or after WMAC has cleared the street will be subject to an early collection charge not to exceed \$25. This information is to be included on the informational postcard and brochure.

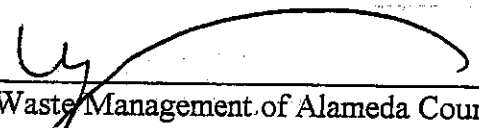
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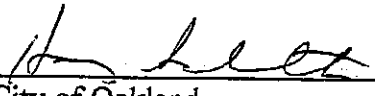
WMAC will notify the City of calls received (this can be done by fax) regarding this matter. The City will send a warning notification to the resident. If a charge is to be assessed, WMAC would assess and collect the charge.

7. Residents who miss their pick up day because of late notification will not be charged for late collection.
8. Residents who will be out of town shall have the option for an alternative pick up day if WMAC is notified at least seven calendar days in advance. These residents would be subject to a special pick up charge not to exceed \$10. (This does not have to be advertised).
9. Collection of all Customer charges allowed pursuant to the "Oakland Bulky Waste Pick Up Program - Final Conditions" dated July 26, 1996 shall be the sole responsibility of WMAC. WMAC shall not forward to the City, for collection as part of the Mandatory Garbage Program, any unpaid Customer accounts resulting from non-payment of said charges.

Approved:

  
Waste Management of Alameda County

G.M. 1-12-98  
Title Date

  
City of Oakland

Assistant Director  
Public Works Agency 1-21-98  
Title Date

**F-2 Program Effective  
January 1, 1999**

ORIGINAL

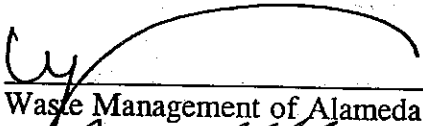

**ATTACHMENT A**  
**OAKLAND BULKY PICKUP PROGRAM**  
**1999**

1. WMAC will provide a curbside Bulky Pickup Program for all Single Family Dwellings between February 1, 1999 and December 10, 1999. WMAC will provide the City with three copies of maps of the scheduled bulky collection routes before commencement of the Program.
2. WMAC will develop, print and provide by mail (a) a postcard to each billing address at least one month in advance of service and (b) an informational brochure to each service address to arrive at least two weeks in advance of the scheduled collection date for each service address.
3. WMAC will compile bulky pick-up collection information and data for 1999 including (a) number of participating households, (b) total tonnage collected by month separating out total appliances and tires, (c) total number of program participants setting out more than three cubic yards of material (address and photograph to be included), (d) separate list of total number of program participants setting out more than three cubic yards of material by address that were recorded as setting out more than three yards in 1998, (e) record of calls reporting claims of illegal dumping in relationship to the Bulky Goods Collection Program. This information will be provided with the normal monthly reports that WMAC provides the City.
4. Residences will be permitted to place up to three (3) cubic yards of materials, in addition to white goods (appliances) for pick up on a date to be determined by WMAC. If any materials are not collected on a residence's scheduled bulky waste collection day, the materials must be picked up by 5 p.m. the following day and WMAC must notify the City by 8 a.m. the calendar day following the incomplete route. WMAC's notification must be made to both Environmental Services Division and Maintenance Services Division designated staff.
5. Residences that place more than three (3) cubic yards of materials for pick up will be charged for the amount in excess of three cubic yards. The charge will be \$25 per extra cubic yard - not to exceed \$50 for residences where WMAC is recording the excess for the first time. For residences that placed more than three yards of materials for pick up in 1998 and were charged for the excess volume, WMAC may charge \$25 per extra cubic yard, not to exceed \$250.

ORIGINAL

6. Residences that place bulky goods out more than two days prior to the pick up date or after WMAC has cleared the street on the scheduled pick-up day will be subject to an early/late collection charge not to exceed \$25. This information is to be included on the informational postcard and brochure.
7. Residences that miss their pick up day because of late notification will not be charged for late collection.
8. Residents who will be out of town shall have the option for an alternative pick up day if WMAC is notified in advance. These residents would be subject to a special pick up charge not to exceed \$10. (This does not have to be advertised).
9. Collection of all Customer charges allowed pursuant to the Oakland Bulky Waste Pick Up Program - Final Conditions dated July 26, 1996 shall be the sole responsibility of WMAC. WMAC shall not forward to the City, for collection as part of the Mandatory Garbage Program, any unpaid Customer accounts resulting from non-payment of said charges.

Approved:

  
\_\_\_\_\_  
Waste Management of Alameda County  
  
\_\_\_\_\_  
City of Oakland

DISTRICT MGR 1-4-99  
Title Date

Environmental Services 1/8/99  
Title Manager Date

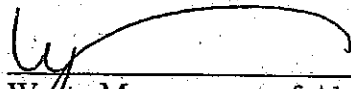
**F-3 Program Effective  
January 1, 2000**

**ATTACHMENT A**  
**OAKLAND BULKY PICKUP PROGRAM**  
**2000**

1. Per Section 4.2.9 of the Franchise Agreement, WMAC will provide a curbside Bulky Goods Service, hereinafter referred to as Bulky Pickup Program, for all Single Family Dwellings between January 31, 2000 and December 15, 2000. WMAC will provide the City with three copies of maps showing the scheduled bulky pickup collection routes before commencement of the Program.
2. WMAC will develop, print and provide by mail (a) a postcard to each billing address at least one month in advance of service; and (b) an informational brochure to each service address to arrive at least two weeks in advance of the scheduled collection date for each service address.
3. WMAC will compile Bulky Pick-up Program collection information and data for 2000 including (a) number of participating households; (b) total tonnage collected by month separating out total appliances and tires; (c) total number of program participants setting out more than three cubic yards of material (address and photograph to be included); (d) separate list of total number of program participants setting out more than three cubic yards of material by address that were recorded as setting out more than three yards in both 1998 and 1999; and (e) record of calls reporting claims of illegal dumping in relationship to the Bulky Pickup Program. This information will be provided with the normal monthly reports that WMAC provides the City.
3. Residences will be permitted to place up to three (3) cubic yards of materials, in addition to white goods (appliances) for pick up on a date to be determined by WMAC. If any materials are not collected on a residence's scheduled bulky waste collection day, the materials must be picked up by 5 p.m. the following day and WMAC must notify the City by 8 a.m. the calendar day following the incomplete route. WMAC's notification must be made to both Environmental Services Division and Maintenance Services Division designated staff.
4. Residences that place more than three (3) cubic yards of materials for pick-up will be charged for the amount in excess of three cubic yards.
  - The charge will be \$25 per extra cubic yard - not to exceed \$50 for customers where WMAC is recording the excess for the first time.
  - For customers that placed more than three cubic yards of materials for pick-up in 1999 and were charged for the excess volume, WMAC may charge \$25 per extra cubic yard, not to exceed \$250.
  - For customers that placed more than three cubic yards of material for pick-up in both 1998 and 1999 and were charged for the excess volume, WMAC may charge \$25 per cubic yard of material setout in excess of three cubic yards.

5. Residences that place bulky goods out more than two days prior to the pick-up date shall be subject to a City fine of \$727. This information is to be included on the informational postcard and brochure.
6. Should WMAC be requested to pick-up a bulky goods set-out after it has cleared the street on the scheduled pick-up day, the property owner will be subject to a late collection charge not to exceed \$25.
7. Residences that miss their pick-up day because of late notification will not be charged for rescheduled collection.
8. Residents who will be out of town during their scheduled bulky waste pick-up shall have the option to schedule an alternative pick up day, if WMAC is notified in advance. WMAC may charge residents a special pick-up charge not to exceed \$10. (This does not have to be advertised).
9. Collection of all Customer charges allowed pursuant to the "Oakland Bulky Pickup Program, - Final Conditions dated July 26, 1996" shall be the sole responsibility of WMAC. WMAC shall not forward to the City, for collection as part of the Mandatory Garbage Program, any unpaid Customer accounts resulting from non-payment of said charges.

Approved:

  
\_\_\_\_\_  
Waste Management of Alameda County

  
\_\_\_\_\_  
City of Oakland

District Mgr 12-20-99  
Title Date

Envir. Services Manager 12-20-99  
Title Date

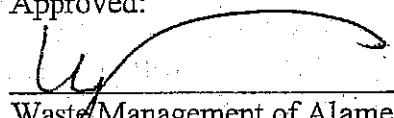
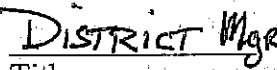
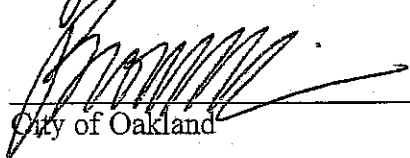
**F-4 Program Effective  
January 1, 2001**

**ATTACHMENT A  
OAKLAND BULKY PICKUP PROGRAM  
2001**

1. Per Section 4.2.9 of the Franchise Agreement, WMAC will provide a curbside Bulky Goods Service, hereinafter referred to as Bulky Pickup Program, for all Single Family Dwellings between February 5, 2001 and December 14, 2001. WMAC will provide the City with three copies of maps showing the scheduled bulky pickup collection routes before commencement of the Program.
2. WMAC will develop, print and provide by mail (a) a postcard to each billing address at least one month in advance of service; and (b) an informational brochure to each service address to arrive at least two weeks in advance of the scheduled collection date for each service address.
3. WMAC will compile Bulky Pick-up Program collection information and data for 2001 including (a) number of participating households; (b) total tonnage collected by month separating out total appliances and tires; (c) total number of program participants setting out more than three cubic yards of material (address and photograph to be included); (d) separate list of total number of program participants setting out more than three yards in both 1999 and 2000; and (e) record of calls reporting claims of illegal dumping in relationship to the Bulky Pick-up Program. This information will be provided with the standard monthly reports that WMAC provides the City.
4. Residences will be permitted to place up to three (3) cubic yards of materials, in addition to white goods (appliances) for pick up on a date to be determined by WMAC. If any materials are not collected on a residence's scheduled bulky waste collection day, the materials must be picked up by 5 p.m. the following day and WMAC must notify the City by 8 a.m. the calendar day following the incomplete route. WMAC's notification must be made to both Environmental Services Division and Maintenance Services Division designated staff.
5. Residents that place more than three (3) cubic yards of materials for pick-up will be charged for the amount in excess of three cubic yards.
  - The charge will be \$25 per extra cubic yard - not to exceed \$50 for customers where WMAC is recording the excess for the first time.
  - For customers that placed more than three cubic yards of materials for pick-up in 2000 and were charged for the excess volume, WMAC may charge \$25 per extra cubic yard, not to exceed \$250.
  - For customers that placed more than three cubic yards of material for pick-up in both 1999 and 2000 and were charged for the excess volume, WMAC may charge \$25 per cubic yard of material setout in excess of three cubic yards.

6. Residences that place bulky goods out more than two days prior to the pick-up date shall be subject to a City fine of \$727. This information is to be included on the informational postcard and brochure.
7. Should WMAC be requested to pick-up a bulky goods set-out after it has cleared the street on the scheduled pick-up day, the property owner will be subject to a late collection charge not to exceed \$25.
8. Residences that miss the scheduled pick-up day because of late notification will not be charged for rescheduled collection.
9. Residents who will be out of town during their scheduled bulky waste pick-up shall have the option to schedule an alternative pick up day, if WMAC is notified in advance. WMAC may charge residents a special pick up charge not to exceed \$10.00. (This does not have to be advertised).
10. Collection of all Customer charges allowed pursuant to the "Oakland Bulky Pickup Program, - Final Conditions dated July 26, 1996" shall be the sole responsibility of WMAC. WMAC shall not forward to the City, for collection as part of the Mandatory Garbage Program, any unpaid Customer accounts resulting from non-payment of said charges.

Approved:

  
Waste Management of Alameda County  
DISTRICT MGR 12-19-00  
Title Date  
City of Oakland  
Environmental Services Mgr. 12-22-00  
Title Date

**F-5 Program Effective  
January 1, 2002**


**ATTACHMENT A**  
**OAKLAND BULKY PICKUP PROGRAM**  
**2002**


1. Per Section 4.2.9 of the Franchise Agreement, WMAC will provide a curbside Bulky Goods Service, hereinafter referred to as Bulky Pickup Program, for all Single Family Dwellings between February 11, 2002 and December 13, 2002. There will be no collection during the week of Labor Day and Thanksgiving. WMAC will provide the City with three copies of maps showing the scheduled bulky pickup collection routes before commencement of the Program.
2. WMAC will develop, print and provide by mail (a) a postcard to each billing address at least one month in advance of service; and (b) an informational brochure to each service address to arrive at least two weeks in advance of the scheduled collection date for each service address.
3. WMAC will compile Bulky Pick-up Program collection information and data for 2002 including (a) number of participating households; (b) total tonnage collected by month separating out total appliances and tires; (c) total number of program participants setting out more than three cubic yards of material (address and photograph to be included); (d) separate list of total number of program participants setting out more than three yards in both 2000 and 2001; and (e) record of calls reporting claims of illegal dumping in relationship to the Bulky Pick-up Program. This information will be provided with the standard monthly reports that WMAC provides the City.
4. Residences will be permitted to place up to three (3) cubic yards of materials, in addition to white goods (appliances) for pick up on a date to be determined by WMAC. If any materials are not collected on a residence's scheduled bulky waste collection day, the materials must be picked up by 5 p.m. the following day and WMAC must notify the City by 8 a.m. the calendar day following the incomplete route. WMAC's notification must be made to both Environmental Services Division (Susan Kattchee 238-6981) and Maintenance Services Division (Drew Winsor 434-5111) designated staff.
5. Residents that place more than three (3) cubic yards of materials for pick-up will be charged for the amount in excess of three cubic yards.
  - The charge will be \$25 per extra cubic yard - not to exceed \$50 for customers where WMAC is recording the excess for the first time.
  - For customers that placed more than three cubic yards of materials for pick-up in 2001 and were charged for the excess volume, WMAC may charge \$25 per extra cubic yard, not to exceed \$250.
  - For customers that placed more than three cubic yards of material for pick-up in both 2000 and 2001 and were charged for the excess volume, WMAC may charge \$25 per cubic yard of material setout in excess of three cubic yards.
6. Residences that place bulky goods out more than two days prior to the pick-up date shall be


subject to a City fine of \$810. This information is to be included on the informational postcard and brochure.

7. Should WMAC be requested to pick-up a bulky goods set-out after it has cleared the street on the scheduled pick-up day, the property owner will be subject to a late collection charge not to exceed \$25.
8. Residences that miss the scheduled pick-up day because of late notification will not be charged for rescheduled collection.
9. Residents who will be out of town during their scheduled bulky waste pick-up shall have the option to schedule an alternative pick up day, if WMAC is notified in advance. WMAC may charge residents a special pick up charge not to exceed \$10.00. (This does not have to be advertised).
10. Collection of all Customer charges allowed pursuant to the "Oakland Bulky Pickup Program, - Final Conditions dated July 26, 1996" shall be the sole responsibility of WMAC. WMAC shall not forward to the City, for collection as part of the Mandatory Garbage Program, any unpaid Customer accounts resulting from non-payment of said charges.
11. The City agrees to consider an On-Call Pilot Bulky Waste Collection Project in 2002. The terms of the pilot project will be submitted under separate cover for agreement. The City will circulate the pilot project terms for appropriate consideration. Should the City not chose to move forward with the proposed pilot project, all residents eligible for bulky waste collection will receive service under this document (Attachment A).

Approved:

  
Waste Management of Alameda County

 2-6-02  
Title Date

  
City of Oakland

 2-20-02  
Title Date

**F-6 On-Call Pilot Bulky Waste  
Collection Project Effective  
March 15, 2002**

**2002 ON-CALL PILOT BULKY WASTE COLLECTION PROJECT  
FOR THE  
CITY OF OAKLAND**

**A. Program Eligibility**

1. All single-family households, as defined in the Franchise Agreement on Routes 101, 102, 103, 104, 111, and 113 are eligible to participate. This represents approximately 12,000 single-family households. A map has been provided to the City indicating the geographical areas of participation for the Pilot.
2. The calendar year for the pilot program shall begin no later than March 15, 2002 and end no later than December 13, 2002.
3. Each service address in the pilot area is eligible for one collection event for calendar year 2002.
4. For one-unit residences that are not owner-occupied (i.e., where the billing and service address is not the same), either the property owner/manager (entity at billing address) or resident/tenant (entity at service address) may schedule the bulky waste collection.
5. For 2-4 unit residences, only the property owner/manager (entity at billing address) may schedule the bulky waste collection. The owner/manager may schedule collection for the number of units at the service address on the same date or separate dates.

If WMAC services the scheduled collection and there is more bulky waste than was scheduled by the owner/manager (e.g., 2 units would be 6 cubic yards and 8 cubic yards is setout) then WMAC will collect all bulky waste setout from the address and send a notice to the owner/manager explaining that WMAC has collected the material and the customer's account will be noted as receiving additional annual bulky waste collection.

If a 2-4 unit residence exceeds the equivalent of units multiplied by 3 cubic yards per year, then the excess yards will be charge a fee of \$25 per yard.

**B. Program Overview**

1. The Pilot area will be divided into five geographic sectors, based upon the selected collection routes and the collection days.
2. Bulky collection service days have been designated on the Pilot map by color code as follows:

Monday = Orange  
Tuesday = Green  
Wednesday = Red

Thursday = Blue  
Friday = Burgundy

3. It is the intention and design of the pilot that the bulky waste collection day will be the same as trash collection day.
4. A residence shall receive collection within two weeks after scheduling a pick-up with WMAC, unless the customer requests another date (but pick-ups will not be scheduled more than four weeks in advance).
5. All acceptable items left at the curb will be collected. The over-yardage rate is \$25.00 per yard with no limit.
6. All unacceptable items will be left at the curb with an advisory tag notifying resident why item(s) were left.

**C. Acceptable Materials Collected**

1. The total amount of bulky waste per residential unit or per apartment unit is limited to three (3) cubic yards or about 24 large bags. Bulky waste includes household furniture, carpeting, mattresses, oversized yard trimmings, and small appliances.
2. Large appliances and tires are also accepted but do not count toward the three cubic yard limit.
3. Large appliances, CRT electronics (televisions, computer monitors), tires, and mattresses collected in the pilot program will be recycled. All other materials will generally be landfilled, except for any materials WMAC recovers on a pilot basis at the new Materials Recovery Facility at the Davis Street Transfer Station, or through other WMAC recovery activities.

**D. Items NOT Collected**

1. Rocks, dirt, and concrete.
2. Hazardous materials such as pesticides, paint, solvents, gasoline, antifreeze, and batteries.
3. Any single items (excluding appliances) that weigh more than 75 pounds.
4. These items will be left and accompanied by an advisory tag that will list the Household Hazardous Waste phone number.

**E. Public Education and Community Outreach**

1. A pilot program notification will be developed and mailed directly to eligible customers, including billing address (property owner/manager) and service address (resident/tenant). This program notification mailing will: (1) be developed by WMAC in conjunction with the City; (2) describe the program and how to participate; and (3) be mailed over a period of two weeks beginning in March 2002. A follow-up notice will be mailed to eligible customers reminding them about the program in July 2002. The notice will include Spanish, Vietnamese, and Chinese language translation.
2. A brochure that confirms collection date and program parameters will be developed by WMAC in conjunction with the City. When the resident schedules a collection date, WMAC will mail the confirmation brochure to confirm the collection day and describe the guidelines of the program. The brochure will include all the instructions of the general 2002 bulky program brochure, along with any additional information and instructions related to on-call collection.
3. A follow-up survey of customer awareness and satisfaction for the on-call bulky pilot will be conducted. Its design will be developed by WMAC in conjunction with the City.
4. WMAC will utilize a customer advisory tag for unacceptable items. This tag will be used by the route driver to communicate information about unacceptable items and overage charges, if applicable. This tag will include instructions to contact WMAC's Customer Service Department. Additionally, this tag will have information regarding the Household Hazardous Drop-Off Facility.

F. **Statistical Reporting**

WMAC will provide monthly, quarterly, and annual statistical information on the pilot bulky program (aggregate data for the 6 routes) in the same format as is currently being provided: accounts; participants; participation rate; customers greater than 3 cubic yards; calls regarding illegal dumping; quantity of white goods, tires, mattresses and small appliances.

WMAC will also provide:

- each month, for each pilot route, the participation rates for 2002 (running year-to-date), 2001, and 2000 (as well as for 1999 and earlier years, if available)
- aggregate data for the 6 routes: tons and tons per set-out for 2002 (running year-to-date), 2001, and 2000 (as well as for 1999 and earlier years, if available)
- Each month, for each route, the number of scheduled pick-ups and (separately) the number of unscheduled set-outs collected for 2002 (running year-to-date); the number of 'no-show' addresses (where no materials are set out on scheduled collection day)
- Statistical data on recovery rates (tons) and material types recovered from bulky program materials processed at the Davis St. MRF
- Monthly average of number business days from the customer's calling to schedule, to the actual pick-up appointment

In addition to statistical reporting, WMAC will provide a monthly 'supervisor log' of anecdotal and incidental issues, observations, etc. The City will also report to WMAC anecdotal and incidental issues, observations, etc.

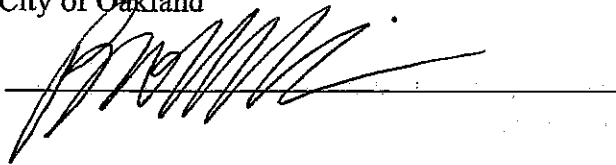
G. **Compliance**

1. WMAC will work with the City Code Compliance Department on inquiries that require a determination between on-call bulky waste setouts vs. illegal dumping, and provide daily list of scheduled collection addresses, if necessary.
2. The transition to an on-call program sometimes results in neighbors putting waste at the curb because their neighbor, who had called to schedule a pickup, has put items out for collection. In such instances WMAC will collect all bulky waste set-outs from addresses in the vicinity of scheduled pick-ups and forward a notice to the customer explaining that WMAC has collected the material and the customer's account will be noted as receiving their one annual bulky waste collection.

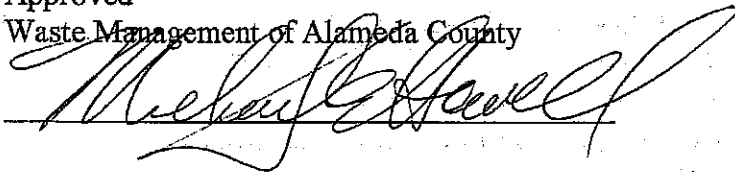
H. **Processing**

To maximize recycling, WMAC will utilize a two-truck system. Mattresses, white goods, small appliances, and tires will be collected by one truck. The second truck will collect the remaining items which will be processed on a pilot basis at the new Materials Recovery Facility at the Davis Street Transfer Station to determine the recovery rates from bulky material. All landfill diversion tonnage from the pilot bulky program shall be credited to Oakland.

Approved  
City of Oakland



Approved  
Waste Management of Alameda County



**F-7 Program Effective  
January 1, 2003**

ORIGINAL  
Exhibit F-7  
**ATTACHMENT A**  
**OAKLAND BULKY PICKUP PROGRAM**  
**2003**

**FILE COPY**

1. Per Section 4.2.9 of the Franchise Agreement, WMAC will provide a curbside Bulky Goods Service, hereinafter referred to as Bulky Pickup Program, for all Single Family Dwellings between February 17, 2003 and December 12, 2003. There will be no collection during the weeks of Labor Day and Thanksgiving. WMAC will provide the City with three copies of maps showing the scheduled bulky pickup collection routes before commencement of the Program.
2. WMAC will develop, print and provide by First Class Mail (a) a postcard to each billing address at least one month in advance of service; and (b) an informational brochure to each service address to arrive at least two weeks in advance of the scheduled collection date for each service address.
3. WMAC will compile Bulky Pick-up Program collection information and data for 2002 including (a) number of participating households; (b) total tonnage collected by month separating out total appliances and tires; (c) total number of program participants setting out more than three cubic yards of material (address and photograph to be included); (d) separate list of total number of program participants setting out more than three yards in both 2000 and 2001; and (e) record of calls reporting claims of illegal dumping in relationship to the Bulky Pick-up Program. This information will be provided with the standard monthly reports that WMAC provides the City.
4. Residences will be permitted to place up to three (3) cubic yards of materials, in addition to white goods (appliances) for pick up on a date to be determined by WMAC. If any materials are not collected on a residence's scheduled bulky waste collection day, the materials must be picked up by 5 p.m. the following day and WMAC must notify the City by 8 a.m. the calendar day following the incomplete route. WMAC's notification must be made to both:
  - Environmental Services Division  
Primary – Mark Gagliardi 238-6262  
Secondary – Peter Slote 238-7432
  - Maintenance Services Division  
Primary - Drew Winsor 434-5111  
Secondary - Rodney Satterfield 434-5105
5. Residents that place more than three (3) cubic yards of materials for pick-up will be charged for the amount in excess of three cubic yards.
  - The charge will be \$25 per extra cubic yard - not to exceed \$50 for customers where WMAC is recording the excess for the first time.
  - For customers that placed more than three cubic yards of materials for pick-up in 2002 and were charged for the excess volume, WMAC may charge \$25 per extra cubic yard,

- For customers that placed more than three cubic yards of material for pick-up in both 2001 and 2002 and were charged for the excess volume, WMAC may charge \$25 per cubic yard of material setout in excess of three cubic yards.
6. Residences that place bulky goods out more than two days prior to the pick-up date shall be subject to a City minimum fine of \$810. This information is to be included on the informational postcard and brochure.
  7. Should WMAC be requested to pick-up a bulky goods set-out after it has cleared the street on the scheduled pick-up day, the property owner will be subject to a late collection charge not to exceed \$25.
  8. Residences that miss the scheduled pick-up day because of late notification will not be charged for rescheduled collection.
  9. Residents who will be out of town during their scheduled bulky waste pick-up shall have the option to schedule an alternative pick up day, if WMAC is notified in advance. WMAC may charge residents a special pick up charge not to exceed \$10.00. (This does not have to be advertised).
  10. Collection of all Customer charges allowed pursuant to the "Oakland Bulky Pickup Program, - Final Conditions dated July 26, 1996" shall be the sole responsibility of WMAC. WMAC shall not forward to the City, for collection as part of the Mandatory Garbage Program, any unpaid Customer accounts resulting from non-payment of said charges.
  11. The City agrees to continue an On-Call Pilot Bulky Waste Collection Project in 2003. The terms of the pilot project will be submitted under separate cover for agreement..

Approved:

R.W. Angell  
Waste Management of Alameda County

District Manager 02-11-03  
Title Date

[Signature]  
City of Oakland

Environmental 2-18-03  
Title Services Date  
Manager

**F-8 On-Call Pilot Bulky Collection  
Project Effective February 2, 2003**

## 2003 ON-CALL PILOT BULKY WASTE COLLECTION PROJECT FOR THE CITY OF OAKLAND

### A. Program Eligibility

1. All single-family households, as defined in the Franchise Agreement on Routes 101, 102, 103, 104, 111, and 113 are eligible to participate. This represents approximately 10,100 single-family households. A map has been provided to the City indicating the geographical areas of participation for the Pilot.
2. The calendar year for the pilot program shall begin no later than February 3, 2003 and end no later than December 31, 2003.
3. Each service address in the pilot area is eligible for one collection event for calendar year 2003.
4. For one-unit residences that are not owner-occupied (i.e., where the billing and service address is not the same), either the property owner/manager (entity at billing address) or resident/tenant (entity at service address) may schedule the bulky waste collection.
5. For 2-4 unit residences, only the property owner/manager (entity at billing address) may schedule the bulky waste collection. The owner/manager may schedule collection for the number of units at the service address on the same date or separate dates.

If WMAC services the scheduled collection and there is more bulky waste than was scheduled by the owner/manager (e.g., 2 units would be 6 cubic yards and 8 cubic yards is setout), WMAC will collect all bulky waste set out from the address and send a notice to the owner/manager explaining that WMAC has collected the material and the customer's account will be noted as receiving additional annual bulky waste collection.

If a 2-4 unit residence exceeds the equivalent of units multiplied by 3 cubic yards per year, the excess yards will be charge a fee of \$25 per yard.

### B. Program Overview

1. The Pilot area will be divided into five geographic sectors, based upon the selected collection routes and the collection days.
2. Bulky collection service days have been designated on the Pilot map by color code as follows:

Monday = Blue  
Tuesday = Green  
Wednesday = Red  
Thursday = Brown  
Friday = Yellow

3. It is the intention and design of the pilot that the bulky waste collection day will be the same as trash collection day.
4. A residence shall receive collection within two weeks after scheduling a pick-up with WMAC, unless the customer requests another date.
5. All acceptable items left at the curb will be collected. The over-yardage rate is \$25.00 per yard with no limit.
6. All unacceptable items will be left at the curb with an advisory tag notifying resident why item(s) were left.

**C. Acceptable Materials Collected**

1. The total amount of bulky waste per residential unit or per apartment unit is limited to three (3) cubic yards or about 24 large bags. Bulky waste includes household furniture, carpeting, mattresses, oversized yard trimmings, and small appliances.
2. Large appliances and tires are also accepted but do not count toward the three cubic yard limit.
3. Large appliances, CRT electronics (televisions, computer monitors), computer CPU's, tires, and mattresses collected in the pilot program will be recycled. All other materials will generally be landfilled, except for any materials WMAC recovers at the new Materials Recovery Facility at the Davis Street Transfer Station, or through other WMAC recovery activities.

**D. Items NOT Collected**

1. Rocks, dirt, and concrete.
2. Hazardous materials such as pesticides, paint, solvents, gasoline, antifreeze, and batteries.
3. Any single items (excluding appliances) that weigh more than 75 pounds.
4. These items will be left and accompanied by an advisory tag that will list the Household Hazardous Waste phone number.

**E. Public Education and Community Outreach**

1. A pilot program notification will be developed and mailed directly to eligible customers, both billing address (property owner/manager) and service address (resident/tenant). This program notification mailing will: (1) be developed by WMAC in conjunction with the City; (2) describe the program and how to participate; and (3) be mailed beginning the end of January 2003. A follow-up notice will be mailed to eligible customers reminding them about the program in July 2003. The notice will include Spanish, Vietnamese, and Chinese language translation.
2. A brochure that confirms collection date and program parameters will be developed by WMAC in conjunction with the City. When the resident schedules a collection date, WMAC will mail the confirmation brochure to confirm the collection day and describe the guidelines of the program. The brochure will include all the instructions of the general 2003 bulky program brochure, along with any additional information and instructions related to on-call collection.
3. A follow-up survey of customer awareness and satisfaction for the on-call bulky pilot will be conducted in August 2003. Its design will be developed by WMAC in conjunction with the City.
4. WMAC will utilize a customer advisory tag for unacceptable items. This tag will be used by the route driver to communicate information about unacceptable items and overage charges, if applicable. This tag will include instructions to contact WMAC's Customer Service Department. Additionally, this tag will have information regarding the Household Hazardous Drop-Off Facility.

**F. Statistical Reporting**

WMAC will provide monthly, quarterly, and annual statistical information on the pilot bulky program (aggregate data for the 6 routes) in the same format as is currently being provided: accounts; participants; participation rate; customers greater than 3 cubic yards; calls regarding illegal dumping; quantity of white goods, tires, mattresses and small appliances.

WMAC will also provide:

- each month, for each pilot route, the participation rates for 2003 (running year-to-date), 2002, 2001, and 2000
- aggregate data for the 6 routes: tons and tons per set-out for 2003 (running year-to-date), 2002, 2001, and 2000
- Each month, for each route, the number of scheduled pick-ups and (separately) the number of unscheduled set-outs collected for 2003 (running year-to-date); the number of 'no-show' addresses (where no materials are set out on scheduled collection day)
- Statistical data on recovery rates (tons) and material types recovered from bulky program materials processed at the Davis St. MRF, based on route sampling conducted in October 2003.

- Monthly average of number business days from the customer's calling to schedule, to the actual pick-up appointment

In addition to statistical reporting, WMAC will provide a monthly 'supervisor log' of anecdotal and incidental issues, observations, etc. The City will also report to WMAC anecdotal and incidental issues, observations, etc.

#### G. Compliance

1. WMAC will work with the City Code Compliance Department on inquiries that require a determination between on-call bulky waste setouts vs. illegal dumping, and provide daily list of scheduled collection addresses, if necessary.
2. The transition to an on-call program sometimes results in neighbors putting waste at the curb because their neighbor, who had called to schedule a pickup, has put items out for collection. In such instances WMAC will collect all bulky waste set-outs from addresses in the vicinity of scheduled pick-ups and forward a notice to the customer explaining that WMAC has collected the material and the customer's account will be noted as receiving their one annual bulky waste collection.

#### H. Processing

To maximize recycling, WMAC will utilize a two-truck system. Mattresses, white goods, CRT electronics (televisions, computer monitors), computer CPU's, and tires will be collected by one truck. The second truck will collect the remaining items which will be disposed to landfill, or processed at the Materials Recovery Facility at the Davis Street Transfer Station. All landfill diversion tonnage from the pilot bulky program shall be credited to Oakland.

Approved:

R.W. Angell  
Waste Management of Alameda County

District Manager 02-20-03  
Title Date

[Signature]  
City of Oakland

Environmental Services 2-21-03  
Title Manager Date

**F-9 Program Effective  
January 1, 2004**

# 2004 BULKY COLLECTION & RECYCLING PROGRAM FOR THE CITY OF OAKLAND

## A. Program Eligibility

1. All single-family households, as defined in the Franchise Agreement, plus new accounts at existing service addresses after July 1, 2004 (new move ins).
2. The calendar year for the program shall be February 2, 2004 through December 31, 2004.
3. Each service address is eligible for One Full Service Collection Event as described in Section D of this document between February 2, 2004 and December 31, 2004. Eligible two, three and four-unit residences shall be allowed to schedule service on different days for individual units, subject to limitations in Section F.4.
4. For residences that are not owner-occupied (i.e., where the billing and service address is not the same), only the property owner will be allowed to schedule service. Service will be marketed to both the property owner and the resident(s). All public education material will include directions to non-owner residents to contact their property owner to schedule service.

## B. Program Overview

1. Per Section 4.2.9 of the Franchise Agreement, WMAC will provide a curbside Bulky Goods Service, hereinafter referred to as Bulky Waste Collection Program, for all Single Family Dwellings. The Program will target bulky recyclable and non-recyclable items that are not collected during routine weekly garbage and recycling collection service. The Program's goal is high waste diversion/recycling to support the City's goal of 75% waste reduction by 2010.
2. Bulky waste collection day will be the same as trash collection day. WMAC may, at its discretion, schedule appointments on Saturdays.
3. All acceptable items set out at the curb will be collected by WMAC.
4. All unacceptable items set out will be left with a Non-Collection Notice advising the customer why item(s) were left and potential consequences. WMAC will notify the City of all non-collected items.
5. City and WMAC will meet in May 2004 to review program.
6. The City and WMAC agree to review 2004 program utilization and waste diversion performance, and discuss including an additional, second, recycling-items-only collection event in the 2005 program.
7. The City and WMAC may mutually agree to amend the 2004 Bulky Waste Collection Program at any time during the term of the Franchise Agreement in writing.

**C. Customer Service**

1. Call intake: WMAC customer service representatives (CSR's) will review the following when scheduling bulky waste pick up appointments with customers:
  - a. What the customer intends to set out and document in call log.
  - b. Acceptable/unacceptable items lists.
  - c. How to properly prepare, segregate, and set out all items for recycling, collection efficiency, and compliance with City blight abatement and right-of-way access regulations. CSR 'talking points' will be consistent with Section G (Public Education literature) and Attachment A (Preparation of Acceptable Recyclable Items).
  - d. Overage charge policy.
  - e. Consequences of improper set outs, including property owner's liability for City fines and overage charges.
  - f. Offer WMAC fee-for-services collection options if caller lives in ineligible unit.
2. Collection will be scheduled for and service provided on a date within two weeks of the appointment call, unless the customer requests another date. WMAC shall notify City if appointments cannot be scheduled within two weeks because of program demand.
3. WMAC will send no later than the next business day after the appointment is scheduled an Appointment Confirmation Notice to the residence for which the collection has been scheduled. In the case of 2-4 unit residences, this residence may have a different mailing address than either the billing address or the WMAC service address on record. The Confirmation Notice will include items C. 1. a through e, will include the words "Retain This Notice", and will be accompanied by (or included within) a program brochure.

**D. Accepted Items**

As used in this document, the phrase "Full Service Collection Event" shall mean that each eligible unit is allowed one pickup between February 2, 2004 and December 31, 2004 of (a) up to 3 cubic yards (equal to approximately 24 large bags) of non-recyclable bulky items which include but are not limited to furniture, carpeting and other household items; and, (b) the following recyclable items if properly prepared in accordance with Attachment A: Large appliances, CRT electronics (televisions, computer monitors), Computer CPUs, Tires, Mattresses, Scrap metal, Corrugated cardboard, Unpainted wood and Yard trimmings.

**E. Non-Accepted Items**

1. The following items set out for collection will not be collected by WMAC:
  - a. Rocks, dirt, and concrete.
  - b. Hazardous materials such as pesticides, paint, solvents, gasoline, antifreeze, auto batteries.
  - c. Any single item (excluding bulky items) that weighs more than 75 pounds.
2. WMAC will:
  - a. Leave all non-collected items, accompanied by a Non-Collection Notice advising the customer as to why item(s) were not collected, and which lists the Household Hazardous Waste phone number, per Section G. 3. d.
  - b. Provide to the City digital photographs of the set out that clearly identify the service address

- c. Notify the City per Section J. and Attachment B.

**F. Overage Charges**

1. WMAC may charge for overage of non-recyclable items, or recyclable items improperly prepared that require disposal
  - a. \$25 per extra cubic yard - not to exceed \$50 for customers where WMAC is recording the excess for the first time.
  - b. For customers that placed more than three cubic yards of materials for pick-up in 2003 and were charged for the excess volume, WMAC may charge \$25 per extra cubic yard, not to exceed \$250.
  - c. For customers that placed more than three cubic yards of material for pick-up in both 2002 and 2003 and were charged for the excess volume, WMAC may charge \$25 per cubic yard of material setout in excess of three cubic yards.
2. If a 2-4 unit residence exceeds the equivalent of units multiplied by 3 cubic yards per unit, the excess yards will be charged for overage per F. 1.
3. For all overage charges billed, WMAC will document and forward immediately to the customer, and make available to the City:
  - a. Digital photographs that clearly identify the service address.
  - b. Citation of:
    - i. Number of total yards setout.
    - ii. Number of overage yards.
    - iii. Number of units attributed to the setout.
4. For 2-4 unit residences, if WMAC services the scheduled collection and there is more bulky waste than was scheduled (e.g., 2 units of a 4-plex are scheduled [eligible for 6 cubic yards], and 8 cubic yards is setout), WMAC will collect all bulky waste set out from the address and send a notice to the owner/manager (entity at billing address) explaining that WMAC has collected the material and the customer's account will be noted as receiving 2 cubic yards of additional annual bulky waste collection (toward the total of 12 cubic yards for a 4-plex).

**G. Public Education and Community Outreach**

1. Program notification literature will be developed and mailed first class directly to eligible customers, both billing address (property owner/manager) and service address (resident/tenant), including each unit of 2-4 unit residences. Mailing will:
  - a. Be developed by WMAC in conjunction with the City.
  - b. Describe the program and how to participate.
  - c. Be mailed by January 16, 2004.
2. WMAC shall mail Program Reminder Notices to all eligible customers:
  - a) All eligible service addresses shall receive reminder notices, including non-owner residents.
  - b) WMAC may notify owners via bill inserts.
  - c) WMAC may, at its discretion, stagger the timing of the Reminder Notices between the months of May and September, to balance the scheduling of appointments during the remaining program year.

3. The following public education materials will be developed by WMAC in conjunction with the City and used to notify eligible customers:
  - a. Program notification literature (described in Section G. 1)
  - b. Appointment Confirmation Notice/Program brochure (described in Section C. 3)
  - c. Program Reminder Notice (described in Section G. 2)
  - d. Non-Collection Notice(s) for items that were not collected due to:
    - Unacceptable items set out
    - Hazardous waste set out
    - Any improperly set out recyclable items that were collected but could not be recycled and may be subject to overage charge
4. A follow-up survey of customer awareness and satisfaction for the bulky waste collection program will be conducted in August 2004. Its design will be developed by WMAC in conjunction with the City.
5. Non-Collection Notices are an integral part of the Public Education and Community Outreach component of this program and will be used by WMAC in every instance when an item set out for collection in this program is not collected.
6. All program literature will be provided in English with phone numbers for Spanish, Vietnamese, and Chinese language translation services. The City may change the languages listed herein to comply with the City's Equal Access Program requirements.

#### H. Statistical Reporting

1. WMAC will provide monthly and annual statistical information on the Program data in a format acceptable to the City:
  - a. Number of accounts (by route and aggregate [Citywide])
  - b. Number of participants (by route and aggregate)
  - c. Participation rate (by route and aggregate)
  - d. Number of customer set outs of greater than 3 cubic yards (by route and aggregate)
  - e. Number of Non-Collection Notices (aggregate only)
  - f. Quantity in tons of program material landfilled after being processed through Davis Street Transfer Station (DSTS) Material Recovery Facility (MRF) (see H.2.c.)
  - g. Quantity in tons of program material diverted from landfill for recycling as calculated from (see H.2.c.):
    - Gross payload weight only from flatbed or other vehicles used to collect loads of 100% recyclable items
    - Material recovered for recycling after being processed through DSTS MRF
  - h. Item counts only for Large appliances, CRT electronics (televisions, computer monitors), Computer CPUs, Tires, Mattresses .
2. WMAC will also provide:
  - a. Each month, for each route, the participation rates for 2004 (running year-to-date), 2003, 2002.
  - b. Each month the number of scheduled pick-ups and (separately) the number of unscheduled set outs and ineligible multi-family set outs collected for 2004 (running year-to-date); the number of 'no-show' addresses (where no materials are set out on scheduled collection day).
  - c. Quarterly statistical data on recovery rates (tons) and material types (item count only) recovered from this program including a statistically significant method to quantify

- recovery from loads delivered to and processed at DSTS MRF (see H.1.g.). Methodology to be developed with and approved by City.
- d. Monthly average of number of business days from the customer's calling to schedule, to the actual pick-up appointment

## **I. Non Compliant Set Outs**

1. The transition to an on-call program is likely to result in instances where residents who have not made appointments for service will set out their bulky waste when they observe the set out of a neighbor who did make an appointment. In such instances WMAC will:
  - a. Collect all set outs from addresses on either side of the same block of scheduled set outs.
  - b. Send a notice to the property owner and resident(s), accompanied by a digital photograph of the set out that clearly identifies the service address, explaining that WMAC has collected the material and that the property owner's account will be noted as receiving bulky waste collection.
2. WMAC will pick up all setouts at ineligible addresses, including but not limited to multi family residences and single family residences not subscribing to garbage service, and may bill the property owner for services performed. For all billed charges WMAC will document, forward immediately to the customer, and make available to the City:
  - c. Digital photographs that clearly identify the service address.
  - d. Citation of the number of total cubic yards collected.
3. WMAC will work closely with the City Inspections Unit of Building Services Division (CEDA Code Enforcement) and with the Public Works Agency Maintenance Services Division to ensure that all non-compliant set outs are promptly identified and proper notification is promptly made (see Attachment B). It is the intention of this agreement that WMAC operations personnel in the field who observe non-compliant set outs and potential illegal dump sites will immediately report these to the appropriate contacts at WMAC and at the City, so that disposition of the set out can be determined and appropriate action can be taken without delay. Non-compliant set outs include, but are not limited to:
  - a. Set outs that were placed at the curb prior to one (1) day before scheduled service date.
  - b. Set outs partially picked up by WMAC with non-acceptable items left at curb.
  - c. Set outs not collected by WMAC that were made with out a scheduled appointment.
  - d. Any set out that WMAC personnel observe that might be illegal dumping.

## **J. Notification to the City of Oakland**

1. WMAC will send a list of each week's scheduled bulky collection appointments no later than 12 noon on the Friday prior to the collection week, to designated City contacts (see Attachment B).
2. WMAC will have an internal system to confirm whether or not every scheduled set out is actually collected on its scheduled collection day. WMAC will report to the City all set outs that are determined to have been missed, via telephone/voicemail and email no later than 8:00 AM on the day following the scheduled appointment (see Attachment B). All such missed collection appointments must be picked up by 5:00 PM the following calendar day, and WMAC will also contact the customer to assure the customer that recovery of the missed pick-up will occur in this timeframe.

3. WMAC will notify the City of any scheduled set out that is not collected in its entirety, due to non-acceptable materials, or for any reason, on the scheduled day. Notification will be made to designated contact(s) via NEXTEL at the time the material is rejected for collection and a Non-Collection Notice is written, and via telephone/voicemail and email no later than 8:00 AM on the day following the scheduled appointment (see Attachment B).

**K. Collection and Processing**

In order to help meet the City's goal of 75% waste diversion by 2010 WMAC will deliver all loads to DSTS for recycling:

1. Source-separated loads of all-recyclable items will be delivered for processing at DSTS recycling operations and shall be weighed (net payload weight only) to determine diversion tonnage.
2. Co-mingled loads containing both recyclable and non-recyclable items will be delivered to the DSTS MRF for processing and shall be weighed (net payload weight only). A statistically significant method to quantify recovery from loads delivered to and processed at the MRF will be employed at a minimum twice per program year (per Section H.2.c.).
3. No loads will be delivered to the DSTS pit for disposal.
4. All landfill diversion tonnage from the program shall be credited to City of Oakland.

Attachment A  
Preparation of Acceptable Recyclable Items

1. Items may be set out no earlier than one (1) day prior to scheduled appointment and no later than 6 a.m. of the scheduled pickup day.
2. Items must be grouped by material:
  - Separate bulky items
  - Place large metal appliances, tires, mattresses, and electronic items in distinct groups for efficient collection and recycling
  - All metal and or plastic containers that materials are set out in will be emptied and returned to the curb by WMAC unless customer communicates otherwise.
  - Citations may be issued and fees assessed to property owner if program rules are not followed.
3. Lumber, carpet and similar items must be tied in bundles no longer than 4 feet long
4. Large metal appliances:
  - Remove doors from refrigerators for safety
  - Tape shut doors and drawers of stoves, dishwashers, etc.
5. Scrap metal:
  - Place small items in boxes
  - Tie larger items in bundles no longer than 4 feet long
6. Yard trimmings:
  - Place loose trimmings in paper bags (published literature to advise customers that 32-gallon paper yard trimming bags are typically available at local hardware stores)
  - Place in own container – up to 32-gallon (WMAC will return empty metal and/or plastic containers to curb)
  - Unpainted wood can be recycled with yard trimmings (no plywood, no pressure-treated lumber)
  - Tie larger items in bundles no longer than 4 feet long
  - YARD TRIMMINGS SET OUT IN PLASTIC BAGS CANNOT BE RECYCLED, AND WILL BE COUNTED TOWARD:
    - a. THE 3 CUBIC YARDS OF DISPOSAL
    - b. OVERAGE CHARGES if applicable
7. Electronic items:
  - CRT electronics (televisions, computer monitors) and computer CPUs

Attachment B  
Notification to the City of Oakland of Non-Collection

Notification list for Section I. 3.:

Name	Department	Phone/NEXTEL	Send to
<i>tbd</i>	PWA/Maintenance		(fax ? Email?)
<i>tbd</i>	PWA/Maintenance		(fax ? Email?)
<i>tbd</i>	Litter Enforcement Officer		(fax ? Email?)
John Stewart	CEDA		<a href="mailto:jstewart@oaklandnet.com">jstewart@oaklandnet.com</a>

Notification list for Section J. 1. - 3.:

Name	Department	Phone/NEXTEL	Send to
Jocelyn Combs	CEDA		<a href="mailto:jcombs@oaklandnet.com">jcombs@oaklandnet.com</a>
John Stewart	CEDA		<a href="mailto:jstewart@oaklandnet.com">jstewart@oaklandnet.com</a>
Mark Gagliardi	PWA/ESD		<a href="mailto:mgagliardi@oaklandnet.com">mgagliardi@oaklandnet.com</a>
Peter Slote	PWA/ESD		<a href="mailto:pslote@oaklandnet.com">pslote@oaklandnet.com</a>
Laurie Stoerkel	PWA/ESD		<a href="mailto:lstoerkel@oaklandnet.com">lstoerkel@oaklandnet.com</a>
<i>tbd</i>	PWA/Maintenance		<i>tbd</i>
<i>tbd</i>	PWA/Maintenance		<i>tbd</i>
<i>tbd</i>	Litter Enforcement Officer		<i>tbd</i>

Contact information in this attachment subject to change. WMAC shall use updated contact information as provided by City.

**F-10 Program Effective  
January 1, 2005**

## 2005 BULKY COLLECTION & RECYCLING PROGRAM FOR THE CITY OF OAKLAND

### A. Program Eligibility

1. All single-family households, as defined in the Franchise Agreement, plus new accounts at existing service addresses after July 1, 2005 (new move ins).
2. The calendar year for the program shall be January 31, 2005 through December 31, 2005.
3. Each service address is eligible for One Full Service Collection Event as described in Section D of this document between January 31, 2005 and December 31, 2005. Eligible two, three and four-unit residences shall be allowed to schedule service on different days for individual units, subject to limitations in Section F.4.
4. For 2, 3 and 4-unit residences that are not owner-occupied (i.e., where the billing and service address is not the same), only the property owner shall be allowed to schedule service. Service shall be marketed to both the property owner and the resident(s). All public education material shall include directions to non-owner residents to contact their property owner to schedule service. Non-owner occupants of single-unit residences shall be allowed to schedule service directly from WMAC.

### B. Program Overview

1. Per Section 4.2.9 of the Franchise Agreement, WMAC shall provide a curbside Bulky Goods Service, hereinafter referred to as Bulky Collection Program, for all Single Family Dwellings. The Program shall target bulky recyclable and non-recyclable items that are not collected during routine weekly garbage and recycling collection service. The Program's goals are: high waste diversion/recycling to support the City's goal of 75% waste reduction by 2010, and the alleviation of blight through on-time, complete collection of setouts.
2. WMAC shall provide Bulky collection Monday through Friday during residential collection hours per Franchise Agreement Exhibit A Section 1. WMAC shall recover Friday missed pickups on the next day, Saturday. WMAC may, at its discretion, schedule appointments on Saturdays.
3. WMAC shall ensure adequate customer service and operational capacity to provide service upon demand for eligible households, per the criteria in Section C.2.
4. All acceptable items set out at the curb shall be collected by WMAC on the scheduled appointment day, including improperly prepared but otherwise acceptable items.
5. All unacceptable items (described in Section E.1.) set out shall be left with a Non-Collection Notice advising the customer why item(s) were left and potential consequences. WMAC will notify the City of all non-collected items.
6. City and WMAC shall meet in May 2005 to review program.

7. The City and WMAC may mutually agree to amend the 2005 Bulky Collection Program at any time during the term of the Franchise Agreement in writing.

**C. Customer Service**

1. Call intake: WMAC customer service representatives (CSR's) shall review the following when scheduling bulky waste pick up appointments with customers:
  - a. What the customer intends to set out and document in call log.
  - b. Acceptable/unacceptable items lists.
  - c. How to properly prepare, segregate, and set out all items for recycling, collection efficiency, and compliance with City blight abatement and right-of-way access regulations. CSR 'talking points' shall be consistent with Section G (Public Education literature) and Attachment A (Preparation of Acceptable Recyclable Items).
  - d. Overage charge policy.
  - e. Consequences of improper set outs, including property owner's liability for City fines and overage charges.
  - f. Confirm and record customer's telephone number in case follow up or notification is necessary per Section J.2. or other reasons
  - g. Offer WMAC fee-for-services collection options if caller lives in ineligible unit.
2. Collection shall be scheduled for and service provided on a date within two weeks of the appointment call, unless the customer requests another date. WMAC shall notify City if appointments cannot be scheduled within two weeks because of program demand.
3. WMAC shall send no later than the next business day after the appointment is scheduled an Appointment Confirmation Notice to the residence for which the collection has been scheduled. In the case of 2-4 unit residences, this residence may have a different mailing address than either the billing address or the WMAC service address on record. The Confirmation Notice shall include items C. 1. a through e, shall include the words "Retain This Notice", and shall be accompanied by (or included within) a program brochure.

**D. Accepted Items**

As used in this document, the phrase "Full Service Collection Event" shall mean that each eligible unit is allowed one pickup between January 31, 2005 and December 31, 2005 of (a) up to 3 cubic yards (equal to approximately 19 32-gallon bags) of non-recyclable bulky items which include but are not limited to furniture, carpeting and other household items; and, (b) unlimited quantities of the following recyclable items generated on property if properly prepared in accordance with Attachment A: Large appliances, "Covered electronic devices" (CED) per Public Resources Code Section 42463 (video display devices including but not limited to televisions and computer monitors), Computer CPUs, Tires including tires on rims, Mattresses, Scrap metal, Corrugated cardboard, Unpainted wood and Yard trimmings. WMAC shall collect on the scheduled appointment day all improperly prepared but otherwise acceptable recyclable items, and may charge for overage per Section F.

**E. Non-Accepted Items**

1. The following items set out for collection shall not be collected by WMAC:
  - a. Rocks, dirt, and concrete.

- b. Hazardous materials such as pesticides, paint, solvents, gasoline, antifreeze, auto batteries.
  - c. Any single item (excluding bulky items) that weighs more than 75 pounds.
2. WMAC shall:
- a. Leave all non-collected items, accompanied by a Non-Collection Notice advising the customer as to why item(s) were not collected, and which lists the Household Hazardous Waste phone number, per Section G. 3. d.
  - b. Make available to the City digital photographs of the set out that clearly identify the service address
  - c. Notify the City per Section J. and Attachment B.

#### **F. Overage Charges Fees**

- 1. WMAC may charge for overage of non-recyclable items and/or improperly prepared recyclable items \$25 per cubic yard of material set out in excess of three cubic yards, and only when WMAC completes collection of the set out on the scheduled appointment date.
- 2. If a 2-4 unit residence exceeds the equivalent of units multiplied by 3 cubic yards per unit, the excess yards shall be charged for overage per F. 1.
- 3. For all overage charges billed, WMAC shall document and forward promptly to the customer, and make available to the City:
  - a. Digital photographs that clearly identify the service address.
  - b. Citation of:
    - i. Number of total yards setout.
    - ii. Number of overage yards.
    - iii. Number of units attributed to the setout.
    - iv. Date of scheduled appointment and date of actual collection of set out.
- 4. All overage charges shall be represented on customers' regular, periodic invoices as a discreet line item identified as "Bulky Collection Overage" or similar language, and cite the date of the service provided.
- 5. For 2-4 unit residences, if WMAC services the scheduled collection and there is more bulky waste than was scheduled (e.g., 2 units of a 4-plex are scheduled [eligible for 6 cubic yards], and 8 cubic yards is setout), WMAC shall collect all bulky waste set out from the address and send a notice to the owner/manager (entity at billing address) explaining that WMAC has collected the material and the customer's account shall be noted as receiving 2 cubic yards of additional annual bulky collection (toward the total of 12 cubic yards for a 4-plex).

#### **G. Public Education and Community Outreach**

- 1. Program notification literature shall be developed and mailed first class directly to eligible customers, both billing address (property owner/manager) and service address (resident/tenant), including each unit of 2-4 unit residences. Mailing shall:
  - a. Be developed by WMAC in conjunction with the City.
  - b. Describe the program and how to participate.
  - c. Be mailed by January 14, 2005.

2. WMAC shall mail Program Reminder Notices to all eligible customers:
  - a) All eligible service addresses shall receive reminder notices, including non-owner residents.
  - b) WMAC may notify owners via bill inserts.
  - c) WMAC may, at its discretion, stagger the timing of the Reminder Notices between the months of May and September, to balance the scheduling of appointments during the remaining program year.
3. The following public education materials shall be developed by WMAC in conjunction with the City and used to notify eligible customers:
  - a. Program notification literature (described in Section G. 1)
  - b. Appointment Confirmation Notice/Program brochure (described in Section C. 3)
  - c. Program Reminder Notice (described in Section G. 2)
  - d. Non-Collection Notice(s) for items that were not collected due to:
    - Unacceptable items set out
    - Hazardous waste set out
    - Any improperly set out recyclable items that were collected but could not be recycled and may be subject to overage charge
4. Non-Collection Notices are an integral part of the Public Education and Community Outreach component of this program and shall be used by WMAC in every instance when an item set out for collection in this program is not collected.
5. All program literature shall be provided in English with phone numbers for Spanish, Vietnamese, and Chinese language translation services. The City may change the languages listed herein to comply with the City's Equal Access Program requirements.

#### **H. Statistical Reporting**

1. WMAC shall provide monthly and annual statistical information on the Program data in a format acceptable to the City:
  - a. Number of accounts (by route and aggregate [Citywide])
  - b. Number of participants (by route and aggregate)
  - c. Participation rate (by route and aggregate)
  - d. Number of customer set outs of greater than 3 cubic yards (by route and aggregate)
  - e. Number of Non-Collection Notices (aggregate only)
  - f. Quantity in tons of program material landfilled after being processed through Davis Street Transfer Station (DSTS) Material Recovery Facility (MRF) (see H.2.c.)
  - g. Quantity in tons of program material diverted from landfill for recycling as calculated from:
    - Gross payload weight from flatbed or other vehicles used to collect loads of Large appliances, CED (including but not limited to televisions and computer monitors), Computer CPUs, Tires including tires on rims, Mattresses
    - Material recovered for recycling after being processed through DSTS MRF
  - h. Item counts for Large appliances, CED (including but not limited to televisions and computer monitors), Computer CPUs, Tires, Mattresses.

2. WMAC shall also provide:

- a. Each month, for each route, the participation rates for 2005 (running year-to-date), 2004, 2003 and 2002.
- b. Each month the number of scheduled pick-ups and (separately) the number of unscheduled set outs and ineligible multi-family set outs collected for 2005 (running year-to-date); the number of 'no-show' addresses (where no materials are set out on scheduled collection day).
- c. Biannually apply a statistically significant method to quantify in tons recovery from loads delivered to and processed at DSTS MRF. Methodology to be developed with and approved by City.
- d. Monthly average of number of business days from the customer's calling to schedule, to the actual pick-up appointment

**I. Non Compliant Set Outs**

1. An on-call program is likely to result in instances where residents who have not made appointments for service will set out their bulky waste when they observe the set out of a neighbor who did make an appointment. In such instances WMAC shall:
  - a. Collect all set outs from addresses on either side of the same block of scheduled set outs.
  - b. Send a notice to the property owner and resident(s), accompanied by a digital photograph of the set out that clearly identifies the service address, explaining that WMAC has collected the material and that the property owner's account shall be noted as receiving bulky collection.
2. WMAC shall pick up all setouts at ineligible addresses, including but not limited to multi family residences and single family residences not subscribing to garbage service, and may bill the property owner for services performed. For all billed charges WMAC shall document, forward immediately to the customer, and make available to the City:
  - c. Digital photographs that clearly identify the service address.
  - d. Citation of the number of total cubic yards collected.
3. WMAC shall work closely with the City Inspections Unit of Building Services Division (CEDA Code Enforcement) and with the Public Works Agency Maintenance Services Division to ensure that all non-compliant set outs are promptly identified and proper notification is promptly made (see Attachment B). It is the intention of this agreement that WMAC operations personnel in the field who observe non-compliant set outs and potential illegal dump sites shall immediately report these to the appropriate contacts at WMAC and at the City, so that disposition of the set out can be determined and appropriate action can be taken without delay. Non-compliant set outs include, but are not limited to:
  - a. Set outs that were placed at the curb prior to one (1) day before scheduled service date.
  - b. Set outs partially picked up by WMAC with non-acceptable items left at curb.
  - c. Set outs not collected by WMAC that were made with out a scheduled appointment.
  - d. Any set out that WMAC personnel observe that might be illegal dumping.

**J. Notification to the City of Oakland and to Customer**

1. WMAC shall send a list of each week's scheduled bulky collection appointments no later than 12 noon on the Friday prior to the collection week, to designated City contacts (see Attachment B).

2. WMAC shall have an internal system to confirm whether or not every scheduled set out is actually collected on its scheduled collection day. In the event of a missed or incomplete pick up WMAC shall do the following:
- Notify the City via email per Attachment B no later than 8:00 AM on the day following the scheduled appointment
  - Notify the customer via telephone no later than 9:00 AM on the day following the scheduled appointment and confirm that recovery will be made on the day following the scheduled appointment
  - Recover set out on the day following the scheduled appointment, including recovery of Friday set outs on Saturday.

**K. Collection and Processing**

In order to help meet the City's goal of 75% waste diversion by 2010 WMAC shall deliver all loads to DSTS for recycling:

- Source-separated loads of all-recyclable items shall be delivered for processing at DSTS recycling operations and shall be weighed (net payload weight only) to determine diversion tonnage.
  - Co-mingled loads containing both recyclable and non-recyclable items shall be delivered to the DSTS MRF for processing and shall be weighed (net payload weight only). A statistically significant method to quantify recovery from loads delivered to and processed at the MRF shall be employed at a minimum twice per program year (per Section H.2.c.).
  - No loads shall be delivered to the DSTS pit for disposal.
- All landfill diversion tonnage from the program shall be credited to City of Oakland.

Approved:

R.W. Angell  
Waste Management of Alameda County

DISTRICT MANAGER 12-15-04  
Title Date

[Signature]  
City of Oakland

Environmental Services 12/16/04  
Title Date

Attachment A  
Preparation of Acceptable Recyclable Items

Public education materials shall reflect and customers shall be instructed to prepare setouts according to the following. WMAC shall not decline collection of improperly prepared but otherwise acceptable items (see Section D.).

1. Items may be set out no earlier than one (1) day prior to scheduled appointment and no later than 6 a.m. of the scheduled pickup day.
2. Items must be grouped by material:
  - Separate bulky items
  - Place large metal appliances, tires including tires on rims, mattresses, and electronic items in distinct groups for efficient collection and recycling
  - All metal and or plastic containers that materials are set out in shall be emptied and returned to the curb by WMAC unless customer communicates otherwise.
  - Citations may be issued and fees assessed to property owner if program rules are not followed.
3. Lumber, carpet and similar items must be tied in bundles no longer than 4 feet long and 6 inches diameter, and subject to 75 pound weight limit.
4. Large metal appliances:
  - Remove doors from refrigerators for safety
  - Tape shut doors and drawers of stoves, dishwashers, etc.
5. Scrap metal:
  - Place small items in boxes
  - Tie larger items in bundles no longer than 4 feet long
6. Yard trimmings:
  - Place loose trimmings in paper bags (pub ed literature to advise customers that 32-gallon paper yard trimming bags are typically available at local hardware stores)
  - Place in own container – up to 32-gallon (WMAC shall return empty metal and/or plastic containers to curb)
  - Unpainted wood can be recycled with yard trimmings (no plywood, no pressure-treated lumber)
  - Tie larger items in bundles no longer than 4 feet long
  - Yard trimmings set out in plastic bags cannot be recycled, and shall be counted toward:
    - a. The 3 cubic yards of disposal
    - b. Overage charges if applicable
7. Electronic items:
  - CED (including but not limited to televisions and computer monitors) and computer CPUs

Attachment B  
Notification to the City of Oakland and Customer of Non-Collection

Contact information in this attachment subject to change. WMAC shall use updated contact information as provided by City.

Item#	Deliverable	2005 Agreement Section	Notification Deadline	Contact
1	List of addresses by day of each week's scheduled bulky pick up appointments.	J.1.	12 noon on the Friday prior to the collection week	aborjon@oaklandnet.com; alujan@oaklandnet.com; arenwick@oaklandnet.com; awatson@oaklandnet.com; cchatman@oaklandnet.com; deniseparker@oaklandnet.com; dlonestar@oaklandnet.com; gdonahue@oaklandnet.com; jblackwell@oaklandnet.com; jcombs@oaklandnet.com; kmartinez@oaklandnet.com; lgriffin@oaklandnet.com; lwyrick@oaklandnet.com; mgagliardi@oaklandnet.com; mmillet@oaklandnet.com; plfeehan@oaklandnet.com; pslote@oaklandnet.com; rrederford@oaklandnet.com; slewis@oaklandnet.com; sdjones@oaklandnet.com  Fax hardcopy to: 510-434-5120 <b>Office of Emergency Services: Call 510-238-3938</b>  lgriffin@oaklandnet.com
2	List of addresses where scheduled set outs, or portions of set outs, were not picked up on the scheduled date.	J.2.	8:00 AM on the day following the scheduled appointment	
3	List of addresses where scheduled set out was not collected in its entirety due to non-collection of <i>non-hazardous</i> , non-acceptable items.	I.3.b.		
4	List of addresses where un-scheduled set out is observed by WMAC and left uncollected because it is not w/in one block of a scheduled set out (Section I.1.a).	I.3.c.		
5	List of addresses where set out is observed by WMAC to have been set out prior to day before scheduled collection	I.3.a.		
6	Observation of illegal dumping on private property	I.3.d.		
7	Observation of illegal dumping on streets and public property.			
8	List of addresses where scheduled set out was not collected in its entirety due to non-collection of <i>hazardous</i> , non-acceptable items.	I.3.b.		
9	<ul style="list-style-type: none"><li>Notify customer of missed pickup of any acceptable items</li><li>Confirm recovery on day following scheduled appointment</li></ul>	J.2.	<ul style="list-style-type: none"><li>Non-collection Notice: Day of appointment</li><li>Phone call: 9 AM on day following appointment</li></ul>	<ul style="list-style-type: none"><li>Leave Non-collection Notice</li><li>Phone customer at phone number obtained during customer's initial call to WMAC for appointment</li></ul>
10	Notify customer of declined pickup of non acceptable items	J.2.	Day of appointment	Leave Non-collection Notice

**F-11 Program Effective  
January 1, 2006**

# ORIGINAL

## 2006 BULKY COLLECTION & RECYCLING PROGRAM FOR THE CITY OF OAKLAND

### A. Program Eligibility

1. All single-family households, as defined in the Franchise Agreement, plus new accounts.
2. The calendar year for the program shall be January 30, 2006 through December 31, 2006.
3. Each service address is eligible for One Full Service Collection Event as described in Section D of this document between January 30, 2006 and December 31, 2006. Eligible two, three and four-unit residences shall be allowed to schedule service on different days for individual units, subject to limitations in Section F.4.
4. For 2, 3 and 4-unit residences that are not owner-occupied (i.e., where the billing and service address is not the same), only the property owner shall be allowed to schedule service. Service shall be marketed to both the property owner and the resident(s). All public education material shall include directions to non-owner residents to contact their property owner to schedule service. Non-owner occupants of single-unit residences shall be allowed to schedule service directly from WMAC.
5. Each eligible service address that twice in 2006 makes appointments and fails to place a setout at the curb, and fails to cancel the appointments by contacting WMAC by 5 PM on the business day prior to the appointment days, shall be subject to a \$25 fee from WMAC upon their third appointment.

### B. Program Overview

1. Per Section 4.2.9 of the Franchise Agreement, WMAC shall provide a curbside Bulky Goods Service, hereinafter referred to as Bulky Collection Program, for all Single Family Dwellings. The Program shall target bulky recyclable and non-recyclable items that are not collected during routine weekly garbage and recycling collection service. The Program's goals are: high waste diversion/recycling to support the City's goal of 75% waste reduction by 2010, and the alleviation of blight through on-time, complete collection of setouts.
2. WMAC shall provide Bulky collection Monday through Friday during residential collection hours per Franchise Agreement Exhibit A Section 1. WMAC shall recover Friday missed pickups on the next day, Saturday. WMAC may, at its discretion, schedule appointments on Saturdays.
3. WMAC shall ensure adequate customer service and operational capacity to provide service upon demand for eligible households, per the criteria in Section C.2.
4. All acceptable items set out at the curb shall be collected by WMAC on the scheduled appointment day, including improperly prepared but otherwise acceptable items.
5. All unacceptable items (described in Section E.1.) set out shall be left with a Non-Collection Notice advising the customer why item(s) were left and potential consequences. WMAC will notify the City of all non-collected items.
6. City and WMAC shall meet in May 2006 to review program.

7. The City and WMAC may mutually agree to amend the 2006 Bulky Collection Program at any time during the term of the Franchise Agreement in writing.

**C. Customer Service**

1. Call intake: WMAC customer service representatives (CSR's) shall review the following when scheduling bulky waste pick up appointments with customers:
  - a. What the customer intends to set out and document in call log.
  - b. Acceptable/unacceptable items lists.
  - c. How to properly prepare, segregate, and set out all items for recycling, collection efficiency, and compliance with City blight abatement and right-of-way access regulations. CSR 'talking points' shall be consistent with Section G (Public Education literature) and Attachment A (Preparation of Acceptable Recyclable Items).
  - d. Ensure that material is not stacked in an unstable/unsafe manner whereby removing an item would cause 'pile' to fall against person and/or property, and other safety risk conditions that might cause the setout to be declined, and the consequences of having the setout declined, per Section E.2.d.
  - e. Overage charge policy.
  - f. Consequences of improper set outs, including property owner's liability for City fines and overage charges.
  - g. Confirm and record customer's current telephone number(s), including account holder and tenant in cases where they are not the same party, to be used to promptly contact these parties to address problems with the setout on the collection day per Section J.2. or other reasons.
  - h. Offer WMAC fee-for-services collection options if caller lives in ineligible unit.
2. Collection shall be scheduled for and service provided on a date within two weeks of the appointment call, unless the customer requests another date. WMAC shall notify City if appointments cannot be scheduled within two weeks because of program demand.
3. WMAC shall send no later than the next business day after the appointment is scheduled an Appointment Confirmation Notice to the residence for which the collection has been scheduled. In the case of 2-4 unit residences, this residence may have a different mailing address than either the billing address or the WMAC service address on record. The Confirmation Notice shall include items C. 1. a through e, shall include the words "Retain This Notice", and shall be accompanied by (or included within) a program brochure.

**D. Accepted Items**

As used in this document, the phrase "Full Service Collection Event" shall mean that each eligible unit is allowed one pickup between January 30, 2006 and December 31, 2006 of (a) up to 3 cubic yards (equal to approximately 19 32-gallon bags) of non-recyclable bulky items which include but are not limited to furniture, carpeting, home construction debris (subject to Section E.) and other household items; and, (b) reasonable quantities of the following recyclable items generated on property if properly prepared in accordance with Attachment A: three (3) Large appliances, two (2) electronic devices as described in California Code of Regulations Title 22, §66260.201 that require handling as "Covered electronic devices" (CED) (video display devices including but not limited to televisions and computer monitors), four (4) Tires including tires on rims, three (3) Mattresses sets, Computer CPUs, Scrap metal, Corrugated cardboard, Unpainted wood and Yard trimmings. WMAC shall collect on the scheduled appointment day all improperly prepared but otherwise acceptable recyclable items, and may charge for overage per Section F.

**E. Non-Accepted Items**

1. The following items set out for collection shall not be collected by WMAC:
  - a. Rocks, dirt, and concrete.
  - b. Hazardous materials such as pesticides, paint, solvents, gasoline, antifreeze, auto batteries.
  - c. Any single item (excluding bulky items) that weighs more than 75 pounds.
  - d. Items that pose a potential safety risk to WMAC collection staff, or potential property damage, and that WMAC staff is unable to mitigate these risks by alternative collection methods or safe handling procedures, including but not limited to otherwise acceptable items that are stacked in an unstable/unsafe manner whereby removing an item would cause items to fall against person and/or property.
2. WMAC shall:
  - a. Leave all non-collected items, accompanied by a Non-Collection Notice advising the customer as to why item(s) were not collected, and which lists the Household Hazardous Waste phone number, per Section G. 3. d.
  - b. Make available to the City digital photographs of the set out that clearly identify the service address
  - c. Notify the City and customer per Section J. and Attachment B.
  - d. Follow up with customers whose setouts or partial setouts are not collected per E.1.d.:
    - i. Call the customer on the appointment day and explain the specific conditions, as determined by the WMAC field staff that assessed the safety risk, that need to be corrected in order to make the items acceptable (examples: "nails on wood must be flattened", or, "items in unstable stack must be placed on the ground", etc.)
    - ii. Schedule one final recovery pick up of item(s) with customer if customer agrees to correct the unsafe conditions.
    - iii. If customer does not agree to correct the unsafe conditions, inform customer that WMAC will inform the City, and that customer may be subject to City fines if they fail to either bring the items back onto their property or dispose of them in a legal manner.
    - iv. Update the daily notification to the City (Attachment B) to indicate the disposition of the item(s).

**F. Overage Charges Fees**

1. WMAC may charge for overage of non-recyclable items and/or improperly prepared recyclable items \$25 per cubic yard of material set out in excess of three cubic yards, and only when WMAC completes collection of the set out on the scheduled appointment date.
2. If a 2-4 unit residence exceeds the equivalent of units multiplied by 3 cubic yards per unit, the excess yards shall be charged for overage per F. 1.
3. For all overage charges billed, WMAC shall document and forward promptly to the customer, and make available to the City:
  - a. Digital photographs that clearly identify the service address.
  - b. Citation of:
    - i. Number of total yards setout.
    - ii. Number of overage yards.
    - iii. Number of units attributed to the setout.
    - iv. Date of scheduled appointment and date of actual collection of set out.

4. All overage charges shall be represented on customers' regular, periodic invoices as a discreet line item identified as "Bulky Collection Overage" or similar language, and cite the date of the service provided.
5. For 2-4 unit residences, if WMAC services the scheduled collection and there is more bulky waste than was scheduled (e.g., 2 units of a 4-plex are scheduled [eligible for 6 cubic yards], and 8 cubic yards is set out), WMAC shall collect all bulky waste set out from the address and send a notice to the owner/manager (entity at billing address) explaining that WMAC has collected the material and the customer's account shall be noted as receiving 2 cubic yards of additional annual bulky collection (toward the total of 12 cubic yards for a 4-plex).

**G. Public Education and Community Outreach**

1. Program notification literature shall be developed and mailed first class directly to eligible customers, both billing address (property owner/manager) and service address (resident/tenant), including each unit of 2-4 unit residences. Mailing shall:
  - a. Be developed by WMAC in conjunction with the City.
  - b. Describe the program and how to participate.
  - c. Be mailed by January 13, 2006.
2. WMAC shall mail Program Reminder Notices via pre-sorted standard mail to all eligible customers:
  - a) All eligible service addresses shall receive reminder notices, including non-owner residents.
  - b) WMAC may notify owners via bill inserts.
  - c) WMAC may, at its discretion, stagger the timing of the Reminder Notices between the months of May and September, to balance the scheduling of appointments during the remaining program year.
3. The following public education materials shall be developed by WMAC in conjunction with the City and used to notify eligible customers:
  - a. Program notification literature (described in Section G. 1)
  - b. Appointment Confirmation Notice/Program brochure (described in Section C. 3)
  - c. Program Reminder Notice (described in Section G. 2)
  - d. Non-Collection Notice(s) for items that were not collected due to:
    - Unacceptable items set out
    - Hazardous waste set out
    - Any improperly set out recyclable items that were collected but could not be recycled and may be subject to overage charge
4. Non-Collection Notices are an integral part of the Public Education and Community Outreach component of this program and shall be used by WMAC in every instance when an item set out for collection in this program is not collected.
5. All program literature shall be provided in English with phone numbers for Spanish, Vietnamese, and Chinese language translation services. The City may change the languages listed herein to comply with the City's Equal Access Program requirements.

**H. Statistical Reporting**

1. WMAC shall provide monthly and annual statistical information on the Program data in a format acceptable to the City:
  - a. Number of accounts (by route and aggregate [Citywide])

- a. Set outs that were placed at the curb prior to one (1) day before scheduled service date.
- b. Set outs partially picked up by WMAC with non-acceptable items left at curb.
- c. Any set out that WMAC personnel observe that might be illegal dumping.

**J. Notification to the City of Oakland and to Customer**

1. WMAC shall send a list of each week's scheduled bulky collection appointments no later than 2 PM on the Friday prior to the collection week, to designated City contacts (see Attachment B).
2. WMAC shall have an internal system to confirm whether or not every scheduled set out is actually collected on its scheduled collection day. In the event of a missed or incomplete pick up WMAC shall do the following:
  - a. Notify the City via email per Attachment B no later than 8:00 AM on the day following the scheduled appointment
  - b. Notify the customer via telephone no later than 9:00 AM on the day following the scheduled appointment and confirm that recovery will be made on the day following the scheduled appointment
  - c. Recover set out on the day following the scheduled appointment, including recovery of Friday set outs on Saturday.

**K. Collection and Processing**

In order to help meet the City's goal of 75% waste diversion by 2010 WMAC shall deliver all loads to DSTS for recycling:

1. Source-separated loads of all-recyclable items shall be delivered for processing at DSTS recycling operations and shall be weighed (net payload weight only) to determine diversion tonnage.
2. Co-mingled loads containing both recyclable and non-recyclable items shall be delivered to the DSTS MRF for processing and shall be weighed (net payload weight only). A statistically significant method to quantify recovery from loads delivered to and processed at the MRF shall be employed at a minimum twice per program year (per Section H.2.c.).
3. No loads shall be delivered to the DSTS pit for disposal.

All landfill diversion tonnage from the program shall be credited to City of Oakland.

Approved:

R.W. Angell  
Waste Management of Alameda County

DISTRICT MANAGER  
Title

12-20-05  
Date

[Signature]  
City of Oakland

Environment Services Manager  
Title

12/15/05  
Date

- b. Number of participants (by route and aggregate)
- c. Participation rate (by route and aggregate)
- d. Number of customer set outs of greater than 3 cubic yards (by route and aggregate)
- e. Number of Non-Collection Notices (aggregate only)
- f. Quantity in tons of program material landfilled after being processed through Davis Street Transfer Station (DSTS) Material Recovery Facility (MRF) (see H.2.c.)
- g. Quantity in tons of program material diverted from landfill for recycling as calculated from:
  - Net payload weight from flatbed or other vehicles used to collect loads of Large appliances, CED (including but not limited to televisions and computer monitors), Computer CPUs, Tires including tires on rims, Mattresses
  - Material recovered for recycling after being processed through DSTS MRF
- h. Item counts for Large appliances, CED (including but not limited to televisions and computer monitors), Computer CPUs, Tires, Mattresses.

2. WMAC shall also provide:

*Handwritten initials and date:*  
 JLD  
 2005, RUA

- a. Each month, for each route, the participation rates for 2006 (running year-to-date),<sup>^</sup>2004, 2003 and 2002.
- b. Each month the number of scheduled pick-ups and (separately) the number of unscheduled set outs and ineligible multi-family set outs collected for 2006 (running year-to-date); the number of non-setout addresses (where no materials are set out on scheduled collection day).
- c. Biannually apply a statistically significant method to quantify in tons recovery from loads delivered to and processed at DSTS MRF. Methodology to be developed with and approved by City.
- d. Monthly average of number of business days from the customer's calling to schedule, to the actual pick-up appointment

I. **Non Compliant Set Outs**

- 1. An on-call program is likely to result in instances where residents who have not made appointments for service will set out their bulky waste when they observe the set out of a neighbor who did make an appointment. In such instances WMAC shall:
  - a. Collect all set outs from addresses on either side of the same block of scheduled set outs.
  - b. Send a notice to the property owner and resident(s), accompanied by a digital photograph of the set out that clearly identifies the service address, explaining that WMAC has collected the material and that the property owner's account shall be noted as receiving bulky collection.
- 2. WMAC shall pick up all setouts at ineligible addresses, including but not limited to multi family residences and single family residences not subscribing to garbage service, and may bill the property owner for services performed. For all billed charges WMAC shall document, forward immediately to the customer, and make available to the City:
  - c. Digital photographs that clearly identify the service address.
  - d. Citation of the number of total cubic yards collected.
- 3. WMAC shall work closely with the City Inspections Unit of Building Services Division (CEDA Code Enforcement) and with the Public Works Agency Maintenance Services Division to ensure that all non-compliant set outs are promptly identified and proper notification is promptly made (see Attachment B). It is the intention of this agreement that WMAC operations personnel in the field who observe non-compliant set outs and potential illegal dump sites shall immediately report these to the appropriate contacts at WMAC and at the City, so that disposition of the set out can be determined and appropriate action can be taken without delay. Non-compliant set outs include, but are not limited to:

Attachment A  
Preparation of Acceptable Recyclable Items

Public education materials shall reflect and customers shall be instructed to prepare setouts according to the following. WMAC shall not decline collection of improperly prepared but otherwise acceptable items (see Section D.).

1. Items may be set out no earlier than one (1) day prior to scheduled appointment and no later than 6 a.m. of the scheduled pickup day.
2. Items must be grouped by material:
  - Separate bulky items
  - Place large metal appliances, tires including tires on rims, mattresses, and electronic items in distinct groups for efficient collection and recycling
  - All metal and or plastic containers that materials are set out in shall be emptied and returned to the curb by WMAC unless customer communicates otherwise.
  - Citations may be issued and fees assessed to property owner if program rules are not followed.
  - May not be stacked in an unsafe/unstable manner whereby removing an item would cause items to fall against person and/or property.
3. Lumber, carpet and similar items must be tied in bundles no longer than 4 feet long and 6 inches diameter, and subject to 75 pound weight limit.
4. Large metal appliances:
  - Remove doors from refrigerators for safety
  - Tape shut doors and drawers of stoves, dishwashers, etc.
5. Scrap metal:
  - Place small items in boxes
  - Tie larger items in bundles no longer than 4 feet long
6. Yard trimmings:
  - Place loose trimmings in paper bags (pub ed literature to advise customers that 32-gallon paper yard trimming bags are typically available at local hardware stores)
  - Place in own container – up to 32-gallon (WMAC shall return empty metal and/or plastic containers to curb)
  - Unpainted wood can be recycled with yard trimmings (no plywood, no pressure-treated lumber)
  - Tie larger items in bundles no longer than 4 feet long
  - Yard trimmings set out in plastic bags cannot be recycled, and shall be counted toward:
    - a. The 3 cubic yards of disposal
    - b. Overage charges if applicable
7. Electronic items:
  - Electronic devices as described California Code of Regulations Title 22, §66260.201 that require handling as “Covered electronic devices” (CED) and computer CPUs

Attachment B  
Notification to the City of Oakland and Customer of Non-Collection

Contact information in this attachment subject to change. WMAC shall use updated contact information as provided by City.

Item#	Deliverable	2006 Agreement Section	Notification Deadline	Contact
1	List of addresses by day of each week's scheduled bulky pick up appointments.	J.1.	2 PM on the Friday prior to the collection week	aborjon@oaklandnet.com; arenwick@oaklandnet.com; awatson@oaklandnet.com; cchatman@oaklandnet.com; clagasca@oaklandnet.com; deniseparker@oaklandnet.com; gdonahue@oaklandnet.com; jblackwell@oaklandnet.com; jwright@oaklandnet.com kmartinez@oaklandnet.com; lgriffin@oaklandnet.com; lwyrick@oaklandnet.com; mbrooks@oaklandnet.com mmillet@oaklandnet.com; muribe@oaklandnet.com; nchristin@oaklandnet.com pslote@oaklandnet.com; rrederford@oaklandnet.com; sflewellen@oaklandnet.com slewis@oaklandnet.com; sdjones@oaklandnet.com  Fax hardcopy to: 510-434-5120 <b>Office of Emergency Services:</b> <b>Call 510-238-3938</b>  lgriffin@oaklandnet.com
2	List of addresses where scheduled set outs, or portions of set outs, were not picked up on the scheduled date.	J.2.	8:00 AM on the day following the scheduled appointment	
3	List of addresses where scheduled set out was not collected in its entirety due to non-collection of <i>non-hazardous</i> , non-acceptable items.	I.3.b.		
5	List of addresses where set out is observed by WMAC to have been set out prior to day before scheduled collection	I.3.a.		
6	Observation of illegal dumping on private property	I.3.c.		
7	Observation of illegal dumping on streets and public property.			
8	Notify and update City of status of declined pickup of safety risk items	E.2.		
9	List of addresses where scheduled set out was not collected in its entirety due to non-collection of <i>hazardous</i> , non-acceptable items.	I.3.b.		
10	<ul style="list-style-type: none"><li>Notify customer of missed pickup of any acceptable items</li><li>Confirm recovery on day following scheduled appointment</li></ul>	J.2.	<ul style="list-style-type: none"><li>Non-collection Notice: Day of appointment</li><li>Phone call: 9 AM on day following appointment</li></ul>	<ul style="list-style-type: none"><li>Leave Non-collection Notice</li><li>Phone customer at phone number per C.1.f.</li></ul>
11	<ul style="list-style-type: none"><li>Notify customer of declined pickup of non acceptable items</li><li>Communicate specific corrective steps for items not collected due to safety/property risk.</li></ul>	J.2.	Day of appointment	<ul style="list-style-type: none"><li>Leave Non-collection Notice</li><li>Phone customer at phone number per C.1.f.</li></ul>

**F-12 Program Effective  
January 1, 2007**

ORIGINAL

# 2007 BULKY COLLECTION & RECYCLING PROGRAM FOR THE CITY OF OAKLAND

## A. Program Eligibility

1. All single-family households, as defined in the Franchise Agreement, plus new accounts.
2. The calendar year for the program shall be January 29, 2007 through December 31, 2007.
3. Each service address is eligible for One Full Service Collection Event as described in Section D of this document between January 29, 2007 and December 31, 2007. Eligible two, three and four-unit residences shall be allowed to schedule service on different days for individual units, subject to limitations in Section F.4.
4. For 2, 3 and 4-unit residences that are not owner-occupied (i.e., where the billing and service address is not the same), only the property owner shall be allowed to schedule service. Service shall be marketed to both the property owner and the resident(s). All public education material shall include directions to non-owner residents to contact their property owner to schedule service. Non-owner occupants of single-unit residences shall be allowed to schedule service directly from WMAC.
5. Each eligible service address that twice in 2007 makes appointments and fails to place a setout at the curb, and fails to cancel the appointments by contacting WMAC by 5 PM on the business day prior to the appointment days, shall be subject to a \$25 fee from WMAC upon their third appointment.

## B. Program Overview

1. Per Section 4.2.9 of the Franchise Agreement, WMAC shall provide a curbside Bulky Goods Service, hereinafter referred to as Bulky Collection Program, for all Single Family Dwellings. The Program shall target bulky recyclable and non-recyclable items that are not collected during routine weekly garbage and recycling collection service. The Program's goals are: high waste diversion/recycling to support the City's goal of 75% waste reduction by 2010, and the alleviation of blight through on-time, complete collection of setouts.
2. WMAC shall provide Bulky collection Monday through Friday during residential collection hours per Franchise Agreement Exhibit A Section 1. WMAC shall recover Friday missed pickups on the next day, Saturday. WMAC may, at its discretion, schedule appointments on Saturdays.
3. WMAC shall ensure adequate customer service and operational capacity to provide service upon demand for eligible households, per the criteria in Section C.2.
4. All acceptable items set out at the curb shall be collected by WMAC on the scheduled appointment day, including improperly prepared but otherwise acceptable items.
5. All unacceptable items (described in Section E.1.) set out shall be left with a Non-Collection Notice advising the customer why item(s) were left and potential consequences. WMAC will notify the City of all non-collected items.
6. City and WMAC shall meet in May 2007 to review program.

7. The City and WMAC may mutually agree to amend the 2007 Bulky Collection Program at any time during the term of the Franchise Agreement in writing.

**C. Customer Service**

1. Call intake: WMAC customer service representatives (CSR's) shall review the following when scheduling bulky waste pick up appointments with customers:
  - a. What the customer intends to set out and document in call log.
  - b. Acceptable/unacceptable items lists.
  - c. How to properly prepare, segregate, and set out all items for recycling, collection efficiency, and compliance with City blight abatement and right-of-way access regulations. CSR 'talking points' shall be consistent with Section G (Public Education literature) and Attachment A (Preparation of Acceptable Recyclable Items).
  - d. Ensure that material is not stacked in an unstable/unsafe manner whereby removing an item would cause 'pile' to fall against person and/or property, and other safety risk conditions that might cause the setout to be declined, and the consequences of having the setout declined, per Section E.2.d.
  - e. Three (3) cubic yard limit and overage charge policy.
  - f. Consequences of improper set outs, including property owner's liability for City fines and overage charges.
  - g. Confirm and record customer's current telephone number(s), including account holder and tenant in cases where they are not the same party, to be used to promptly contact these parties to address problems with the setout on the collection day per Section J.2. or other reasons.
  - h. Offer WMAC fee-for-services collection options if caller lives in ineligible unit.
2. Collection shall be scheduled for and service provided on a date within two weeks of the appointment call, unless the customer requests another date. WMAC shall notify City if appointments cannot be scheduled within two weeks because of program demand.
3. WMAC shall send no later than the next business day after the appointment is scheduled an Appointment Confirmation Notice to the residence for which the collection has been scheduled. In the case of 2-4 unit residences, this residence may have a different mailing address than either the billing address or the WMAC service address on record. The Confirmation Notice shall include items C. 1. a through e, shall include the words "Retain This Notice", and shall be accompanied by (or included within) a program brochure.

**D. Accepted Items**

As used in this document, the phrase "Full Service Collection Event" shall mean that each eligible unit is allowed one pickup between January 29, 2007 and December 31, 2007 of (a) up to 3 cubic yards (equal to approximately 19 32-gallon bags) of non-recyclable bulky items which include but are not limited to furniture, carpeting, home construction debris (subject to Section E.) and other household items; and, (b) reasonable quantities of the following recyclable items generated on property if properly prepared in accordance with Attachment A: three (3) Large appliances; two (2) electronic devices as described California Code of Regulations Title 22, §66260.201 that require handling as "Covered electronic devices" (CED) (video display devices including but not limited to televisions and computer monitors); four (4) Tires including tires on rims; three (3) Mattresses sets; Computer CPUs; Consumer electronic products; Scrap metal; Corrugated cardboard; Unpainted wood; and Yard trimmings. WMAC shall collect on the scheduled appointment day all improperly prepared but otherwise acceptable recyclable items, and may charge for overage per Section F.

## **E. Non-Accepted Items**

1. The following items set out for collection shall not be collected by WMAC:
  - a. Rocks, dirt, and concrete.
  - b. Hazardous materials such as pesticides, paint, solvents, gasoline, antifreeze, auto batteries.
  - c. Any single item (excluding bulky items) that weighs more than 75 pounds.
  - d. Items that pose a potential safety risk to WMAC collection staff, or potential property damage, and that WMAC staff is unable to mitigate these risks by alternative collection methods or safe handling procedures, including but not limited to otherwise acceptable items that are stacked in an unstable/unsafe manner whereby removing an item would cause items to fall against person and/or property.
2. WMAC shall:
  - a. Leave all non-collected items, accompanied by a Non-Collection Notice advising the customer as to why item(s) were not collected, and which lists the Household Hazardous Waste phone number, per Section G. 3. d.
  - b. Make available to the City digital photographs of the set out that clearly identify the service address
  - c. Notify the City and customer per Section J. and Attachment B.
  - d. Follow up with customers whose setouts or partial setouts are not collected per E.1.d.:
    - i. Call the customer on the appointment day and explain the specific conditions, as determined by the WMAC field staff that assessed the safety risk, that need to be corrected in order to make the items acceptable (examples: "nails on wood must be flattened", or, "items in unstable stack must be placed on the ground", etc.)
    - ii. Schedule one final recovery pick up of item(s) with customer if customer agrees to correct the unsafe conditions.
    - iii. If customer does not agree to correct the unsafe conditions, inform customer that WMAC will inform the City, and that customer may be subject to City fines if they fail to either bring the items back onto their property or dispose of them in a legal manner.
    - iv. Update the daily notification to the City (Attachment B) to indicate the disposition of the item(s).

## **F. Overage Charges Fees**

1. WMAC may charge for overage of non-recyclable items and/or improperly prepared recyclable items \$25 per cubic yard of material set out in excess of three cubic yards, and only when WMAC completes collection of the set out on the scheduled appointment date.
2. If a 2-4 unit residence exceeds the equivalent of units multiplied by 3 cubic yards per unit, the excess yards shall be charged for overage per F. 1.
3. For all overage charges billed, WMAC shall document and forward promptly to the customer, and make available to the City:
  - a. Digital photographs that clearly identify the service address.
  - b. Citation of:
    - i. Number of total yards setout.
    - ii. Number of overage yards.
    - iii. Number of units attributed to the setout.
    - iv. Date of scheduled appointment and date of actual collection of set out.

4. All overage charges shall be represented on customers' regular, periodic invoices as a discreet line item identified as "Bulky Collection Overage" or similar language, and cite the date of the service provided.
5. For 2-4 unit residences, if WMAC services the scheduled collection and there is more bulky waste than was scheduled (e.g., 2 units of a 4-plex are scheduled [eligible for 6 cubic yards], and 8 cubic yards is set out), WMAC shall collect all bulky waste set out from the address and send a notice to the owner/manager (entity at billing address) explaining that WMAC has collected the material and the customer's account shall be noted as receiving 2 cubic yards of additional annual bulky collection (toward the total of 12 cubic yards for a 4-plex).

**G. Public Education and Community Outreach**

1. Program notification literature shall be developed and mailed first class directly to eligible customers, both billing address (property owner/manager) and service address (resident/tenant), including each unit of 2-4 unit residences. Mailing shall:
  - a. Be developed by WMAC in conjunction with the City.
  - b. Describe the program and how to participate.
  - c. Be mailed by January 8, 2007.
2. WMAC shall mail Program Reminder Notices via pre-sorted standard mail to all eligible customers:
  - a) All eligible service addresses shall receive reminder notices, including non-owner residents.
  - b) WMAC may notify owners via bill inserts.
  - c) WMAC may, at its discretion, stagger the timing of the Reminder Notices between the months of May and September, to balance the scheduling of appointments during the remaining program year.
3. The following public education materials shall be developed by WMAC in conjunction with the City and used to notify eligible customers:
  - a. Program notification literature (described in Section G. 1)
  - b. Appointment Confirmation Notice/Program brochure (described in Section C. 3)
  - c. Program Reminder Notice (described in Section G. 2)
  - d. Non-Collection Notice(s) for items that were not collected due to:
    - Unacceptable items set out
    - Hazardous waste set out
    - Any improperly set out recyclable items that were collected but could not be recycled and may be subject to overage charge
4. Non-Collection Notices are an integral part of the Public Education and Community Outreach component of this program and shall be used by WMAC in every instance when an item set out for collection in this program is not collected.
5. All program literature shall be provided in English with phone numbers for Spanish, Vietnamese, and Chinese language translation services. The City may change the languages listed herein to comply with the City's Equal Access Program requirements.

**H. Statistical Reporting**

1. WMAC shall provide monthly and annual statistical information on the Program data in a format acceptable to the City:
  - a. Number of accounts (by route and aggregate [Citywide])

- b. Number of participants (by route and aggregate)
  - c. Participation rate (by route and aggregate)
  - d. Number of customer set outs of greater than 3 cubic yards (by route and aggregate)
  - e. Number of Non-Collection Notices (aggregate only)
  - f. Quantity in tons of program material landfilled after being processed through Davis Street Transfer Station (DSTS) Material Recovery Facility (MRF) (see H.2.c.)
  - g. Quantity in tons of program material diverted from landfill for recycling as calculated from:
    - Net payload weight from flatbed or other vehicles used to collect loads of Large appliances, CED (including but not limited to televisions and computer monitors), Computer CPUs, Tires including tires on rims, Mattresses
    - Material recovered for recycling after being processed through DSTS MRF
  - h. Item counts for Large appliances, CED (including but not limited to televisions and computer monitors), Computer CPUs, Tires, Mattresses.
2. WMAC shall also provide:
- a. Each month, for each route, the participation rates for 2007 (running year-to-date), 2006, 2005, and 2004.
  - b. Each month the number of scheduled pick-ups and (separately) the number of unscheduled set outs and ineligible multi-family set outs collected for 2007 (running year-to-date); the number of non-setout addresses (where no materials are set out on scheduled collection day).
  - c. Biannually apply a statistically significant method to quantify in tons recovery from loads delivered to and processed at DSTS MRF. Methodology to be developed with and approved by City.
  - d. Monthly average of number of business days from the customer's calling to schedule; to the actual pick-up appointment

#### **I. Non Compliant Set Outs**

1. An on-call program is likely to result in instances where residents who have not made appointments for service will set out their bulky waste when they observe the set out of a neighbor who did make an appointment. In such instances WMAC shall:
  - a. Collect all set outs from addresses on either side of the same block of scheduled set outs.
  - b. Send a notice to the property owner and resident(s), accompanied by a digital photograph of the set out that clearly identifies the service address, explaining that WMAC has collected the material and that the property owner's account shall be noted as receiving bulky collection.
2. WMAC shall pick up all setouts at ineligible addresses, including but not limited to multi family residences and single family residences not subscribing to garbage service, and may bill the property owner for services performed. For all billed charges WMAC shall document, forward immediately to the customer, and make available to the City:
  - c. Digital photographs that clearly identify the service address.
  - d. Citation of the number of total cubic yards collected.
3. WMAC shall work closely with the City Inspections Unit of Building Services Division (CEDA Code Enforcement) and with the Public Works Agency Maintenance Services Division to ensure that all non-compliant set outs are promptly identified and proper notification is promptly made (see Attachment B). It is the intention of this agreement that WMAC operations personnel in the field who observe non-compliant set outs and potential illegal dump sites shall immediately report these to the appropriate contacts at WMAC and at the City, so that disposition of the set out can be determined and appropriate action can be taken without delay. Non-compliant set outs include, but are not limited to:

- a. Set outs that were placed at the curb prior to one (1) day before scheduled service date.
- b. Set outs partially picked up by WMAC with non-acceptable items left at curb.
- c. Any set out that WMAC personnel observe that might be illegal dumping.

**J. Notification to the City of Oakland and to Customer**

1. WMAC shall send a list of each week's scheduled bulky collection appointments no later than 2 PM on the Friday prior to the collection week, to designated City contacts (see Attachment B).
2. WMAC shall have an internal system to confirm whether or not every scheduled set out is actually collected on its scheduled collection day. In the event of a missed or incomplete pick up WMAC shall do the following:
  - a. Notify the City via email per Attachment B no later than 8:00 AM on the day following the scheduled appointment
  - b. Notify the customer via telephone no later than 9:00 AM on the day following the scheduled appointment and confirm that recovery will be made on the day following the scheduled appointment
  - c. Recover set out on the day following the scheduled appointment, including recovery of Friday set outs on Saturday.

**K. Collection and Processing**

In order to help meet the City's goal of 75% waste diversion by 2010 WMAC shall deliver all loads to DSTS for recycling:

1. Source-separated loads of all-recyclable items shall be delivered for processing at DSTS recycling operations and shall be weighed (net payload weight only) to determine diversion tonnage.
2. Co-mingled loads containing both recyclable and non-recyclable items shall be delivered to the DSTS MRF for processing and shall be weighed (net payload weight only). A statistically significant method to quantify recovery from loads delivered to and processed at the MRF shall be employed at a minimum twice per program year (per Section H.2.c.).
3. No loads shall be delivered to the DSTS pit for disposal.
4. All landfill diversion tonnage from the program shall be credited to City of Oakland.

Approved:

R.W. Angell  
Waste Management of Alameda County

DISTRICT MANAGER  
Title

01-16-07  
Date

Susan A. Kottchen  
City of Oakland

EST Manager  
Title

1/16/07  
Date

Attachment A  
Preparation of Acceptable Recyclable Items

Public education materials shall reflect and customers shall be instructed to prepare setouts according to the following. WMAC shall not decline collection of improperly prepared but otherwise acceptable items (see Section D.).

1. Items may be set out no earlier than one (1) day prior to scheduled appointment and no later than 6 a.m. of the scheduled pickup day.
2. Items must be grouped by material:
  - Separate bulky items
  - Place large metal appliances, tires including tires on rims, mattresses, and electronic items in distinct groups for efficient collection and recycling
  - All metal and or plastic containers that materials are set out in shall be emptied and returned to the curb by WMAC unless customer communicates otherwise.
  - Citations may be issued and fees assessed to property owner if program rules are not followed.
  - May not be stacked in an unsafe/unstable manner whereby removing an item would cause items to fall against person and/or property.
3. Lumber, carpet and similar items must be tied in bundles no longer than 4 feet long and 6 inches diameter, and subject to 75 pound weight limit.
4. Large metal appliances:
  - Remove doors from refrigerators for safety
  - Tape shut doors and drawers of stoves, dishwashers, etc.
5. Scrap metal:
  - Place small items in boxes
  - Tie larger items in bundles no longer than 4 feet long
6. Yard trimmings:
  - Place loose trimmings in paper bags (pub ed literature to advise customers that 32-gallon paper yard trimming bags are typically available at local hardware stores)
  - Place in own container – up to 32-gallon (WMAC shall return empty metal and/or plastic containers to curb)
  - Unpainted wood can be recycled with yard trimmings (no plywood, no pressure-treated lumber)
  - Tie larger items in bundles no longer than 4 feet long
  - Yard trimmings set out in plastic bags cannot be recycled, and shall be counted toward:
    - a. The 3 cubic yards of disposal
    - b. Overage charges if applicable
7. Electronic items:

Consumer electronic products, including Universal Waste Electronic Devices (UWED) and Covered Electronic Devices (CED) as described California Code of Regulations Title 22.

Attachment B  
Notification to the City of Oakland and Customer of Non-Collection

Contact information in this attachment subject to change. WMAC shall use updated contact information as provided by City.

Item#	Deliverable	2007 Agreement Section	Notification Deadline	Contact
1	List of addresses by day of each week's scheduled bulky pick up appointments.	J.1.	2 PM on the Friday prior to the collection week	aborjon@oaklandnet.com; arenwick@oaklandnet.com; awatson@oaklandnet.com; cchatman@oaklandnet.com; clagasca@oaklandnet.com; deniseparker@oaklandnet.com; gdonahue@oaklandnet.com; jblackwell@oaklandnet.com; jwright@oaklandnet.com kmartinez@oaklandnet.com; lgriffin@oaklandnet.com; lwyrick@oaklandnet.com; mbrooks@oaklandnet.com mmillet@oaklandnet.com; muribe@oaklandnet.com; nchristin@oaklandnet.com pslote@oaklandnet.com; rrederford@oaklandnet.com; sflewellen@oaklandnet.com slewis@oaklandnet.com; sdjones@oaklandnet.com (E-mail distribution list to be updated by City, January 2007)
2	List of addresses where scheduled set outs, or portions of set outs, were not picked up on the scheduled date.	J.2.	8:00 AM on the day following the scheduled appointment	
3	List of addresses where scheduled set out was not collected in its entirety due to non-collection of <i>non-hazardous</i> , non-acceptable items.	I.3.b.		
4	List of addresses where set out is observed by WMAC to have been set out prior to day before scheduled collection.	I.3.a.		
5	Observation of illegal dumping on private property	I.3.c.		
6	Observation of illegal dumping on streets and public property.			
7	Notify and update City of status of declined pickup of safety risk items	E.2.		
8	List of addresses where scheduled set out was not collected in its entirety due to non-collection of <i>hazardous</i> , non-acceptable items.	I.3.b.		
9	<ul style="list-style-type: none"><li>Notify customer of missed pickup of any acceptable items</li><li>Confirm recovery on day following scheduled appointment</li></ul>	J.2.	<ul style="list-style-type: none"><li>Non-collection Notice: Day of appointment</li><li>Phone call: 9 AM on day following appointment</li></ul>	<ul style="list-style-type: none"><li>Leave Non-collection Notice</li><li>Phone customer at phone number per C.1.f.</li></ul>
10	<ul style="list-style-type: none"><li>Notify customer of declined pickup of non acceptable items</li><li>Communicate specific corrective steps for items not collected due to safety/property risk.</li></ul>	J.2.	Day of appointment	<ul style="list-style-type: none"><li>Leave Non-collection Notice</li><li>Phone customer at phone number per C.1.f.</li></ul>

**F-13 Program Effective  
January 1, 2008**

Attachment B  
Notification to the City of Oakland and Customer of Non-Collection

Contact information in this attachment subject to change. WMAC shall use updated contact information as provided by City.

Item#	Deliverable	2008 Agreement Section	Notification Deadline	Contact
1	List of addresses by day of each week's scheduled bulky pick up appointments.	J.1.	2 PM on the Friday prior to the collection week	aborjon@oaklandnet.com; arenwick@oaklandnet.com; awatson@oaklandnet.com; cchatman@oaklandnet.com; clagasca@oaklandnet.com; deniseparker@oaklandnet.com; gdonahue@oaklandnet.com; jblackwell@oaklandnet.com; jwright@oaklandnet.com kmartinez@oaklandnet.com; lgriffin@oaklandnet.com; lwyrick@oaklandnet.com; mbrooks@oaklandnet.com mmillet@oaklandnet.com; muribe@oaklandnet.com; nchristin@oaklandnet.com pslote@oaklandnet.com; rrederford@oaklandnet.com; sflewellen@oaklandnet.com slewis@oaklandnet.com; sdjones@oaklandnet.com (E-mail distribution list to be updated by City, January 2008)  Fax hardcopy to: 510-434-5120
2	List of addresses where scheduled set outs, or portions of set outs, were not picked up on the scheduled date.	J.2.	8:00 AM on the day following the scheduled appointment	
3	List of addresses where scheduled set out was not collected in its entirety due to non-collection of <i>non-hazardous</i> , non-acceptable items.	I.3.b.		
4	List of addresses where set out is observed by WMAC to have been set out prior to day before scheduled collection	I.3.a.		
5	Observation of illegal dumping on private property	I.3.c.		
6	Observation of illegal dumping on streets and public property.			
7	Notify and update City of status of declined pickup of safety risk items	E.2.		
8	List of addresses where scheduled set out was not collected in its entirety due to non-collection of <i>hazardous</i> , non-acceptable items.	I.3.b.		<b>Office of Emergency Services:</b> <b>Call 510-238-3938</b>  lgriffin@oaklandnet.com
9	<ul style="list-style-type: none"><li>Notify customer of missed pickup of any acceptable items</li><li>Confirm recovery on day following scheduled appointment</li></ul>	J.2.	<ul style="list-style-type: none"><li>Non-collection Notice: Day of appointment</li><li>Phone call: 9 AM on day following appointment</li></ul>	<ul style="list-style-type: none"><li>Leave Non-collection Notice</li><li>Phone customer at phone number per C.I.f.</li></ul>
10	<ul style="list-style-type: none"><li>Notify customer of declined pickup of non acceptable items</li><li>Communicate specific corrective steps for items not collected due to safety/property risk.</li></ul>	J.2.	Day of appointment	<ul style="list-style-type: none"><li>Leave Non-collection Notice</li><li>Phone customer at phone number per C.I.f.</li></ul>

Attachment A  
Preparation of Acceptable Recyclable Items

Public education materials shall reflect and customers shall be instructed to prepare setouts according to the following. WMAC shall not decline collection of improperly prepared but otherwise acceptable items (see Section D.).

1. Items may be set out no earlier than one (1) day prior to scheduled appointment and no later than 6 a.m. of the scheduled pickup day.
2. Items must be grouped by material:
  - Separate bulky items
  - Place large metal appliances, tires including tires on rims, mattresses, and electronic items in distinct groups for efficient collection and recycling
  - All metal and or plastic containers that materials are set out in shall be emptied and returned to the curb by WMAC unless customer communicates otherwise.
  - Citations may be issued and fees assessed to property owner if program rules are not followed.
  - May not be stacked in an unsafe/unstable manner whereby removing an item would cause items to fall against person and/or property.
3. Lumber, carpet and similar items must be tied in bundles no longer than 4 feet long and 6 inches diameter, and subject to 75 pound weight limit.
4. Large metal appliances:
  - Remove doors from refrigerators for safety
  - Tape shut doors and drawers of stoves, dishwashers, etc.
5. Scrap metal:
  - Place small items in boxes
  - Tie larger items in bundles no longer than 4 feet long
6. Yard trimmings:
  - Place loose trimmings in paper bags (pub ed literature to advise customers that 32-gallon paper yard trimming bags are typically available at local hardware stores)
  - Place in own container – up to 32-gallon (WMAC shall return empty metal and/or plastic containers to curb)
  - Unpainted wood can be recycled with yard trimmings (no plywood, no pressure-treated lumber)
  - Tie larger items in bundles no longer than 4 feet long
  - Yard trimmings set out in plastic bags cannot be recycled, and shall be counted toward:
    - a. The 3 cubic yards of disposal
    - b. Overage charges if applicable
7. Electronic items:

Consumer electronic products, including Universal Waste Electronic Devices (UWED) and Covered Electronic Devices (CED) as described California Code of Regulations Title 22.

set outs and potential illegal dump sites shall immediately report these to the appropriate contacts at WMAC and at the City, so that disposition of the set out can be determined and appropriate action can be taken without delay. Non-compliant set outs include, but are not limited to:

- a. Set outs that were placed at the curb prior to one (1) day before scheduled service date.
- b. Set outs partially picked up by WMAC with non-acceptable items left at curb.
- c. Any set out that WMAC personnel observe that might be illegal dumping.

**J. Notification to the City of Oakland and to Customer**

1. WMAC shall send a list of each week's scheduled bulky collection appointments no later than 2 PM on the Friday prior to the collection week, to designated City contacts (see Attachment B).
2. WMAC shall have an internal system to confirm whether or not every scheduled set out is actually collected on its scheduled collection day. In the event of a missed or incomplete pick up WMAC shall do the following:
  - a. Notify the City via email per Attachment B no later than 8:00 AM on the day following the scheduled appointment
  - b. Notify the customer via telephone no later than 9:00 AM on the day following the scheduled appointment and confirm that recovery will be made on the day following the scheduled appointment
  - c. Recover set out on the day following the scheduled appointment, including recovery of Friday set outs on Saturday.

**K. Collection and Processing**

In order to help meet the City's goal of 75% waste diversion by 2010 WMAC shall deliver all loads to DSTS for recycling:

1. Source-separated loads of all-recyclable items shall be delivered for processing at DSTS recycling operations and shall be weighed (net payload weight only) to determine diversion tonnage.
2. Co-mingled loads containing both recyclable and non-recyclable items shall be delivered to the DSTS MRF for processing and shall be weighed (net payload weight only). A statistically significant method to quantify recovery from loads delivered to and processed at the MRF shall be employed at a minimum twice per program year (per Section H.2.c.).
3. No loads shall be delivered to the DSTS pit for disposal.
4. All landfill diversion tonnage from the program shall be credited to City of Oakland.

Approved:

R. W. Angell  
Waste Management of Alameda County

District Mgr  
Title

01-15-08  
Date

Susan Kettcher  
City of Oakland

Environmental Services Mgr  
Title

12/12/07  
Date

1. WMAC shall provide monthly and annual statistical information on the Program data in a format acceptable to the City:
  - a. Number of accounts (by route and aggregate [Citywide])
  - b. Number of participants (by route and aggregate)
  - c. Participation rate (by route and aggregate)
  - d. Number of customer set outs of greater than 3 cubic yards (by route and aggregate)
  - e. Number of Non-Collection Notices (aggregate only)
  - f. Quantity in tons of program material landfilled after being processed through Davis Street Transfer Station (DSTS) Material Recovery Facility (MRF) (see H.2.c.)
  - g. Quantity in tons of program material diverted from landfill for recycling as calculated from:
    - Net payload weight from flatbed or other vehicles used to collect loads of Large appliances, CED (including but not limited to televisions and computer monitors), Computer CPUs, Tires including tires on rims, Mattresses
    - Material recovered for recycling after being processed through DSTS MRF
  - h. Item counts for Large appliances, CED (including but not limited to televisions and computer monitors), Computer CPUs, Tires, and Mattresses.
2. WMAC shall also provide:
  - a. Each month, for each route, the participation rates for 2008 (running year-to-date), 2007, 2006, and 2005.
  - b. Each month the number of scheduled pick-ups and (separately) the number of unscheduled set outs and ineligible multi-family set outs collected for 2008 (running year-to-date); the number of non-setout addresses (where no materials are set out on scheduled collection day).
  - c. Biannually apply a statistically significant method to quantify in tons recovery from loads delivered to and processed at DSTS MRF. Methodology to be developed with and approved by City.
  - d. Monthly average of number of business days from the customer's calling to schedule, to the actual pick-up appointment

#### **I. Non Compliant Set Outs**

1. An on-call program is likely to result in instances where residents who have not made appointments for service will set out their bulky waste when they observe the set out of a neighbor who did make an appointment. In such instances WMAC shall:
  - a. Collect all set outs from addresses on either side of the same block of scheduled set outs.
  - b. Send a notice to the property owner and resident(s), accompanied by a digital photograph of the set out that clearly identifies the service address, explaining that WMAC has collected the material and that the property owner's account shall be noted as receiving bulky collection.
2. WMAC shall pick up all setouts at ineligible addresses, including but not limited to multi family residences and single family residences not subscribing to garbage service, and may bill the property owner for services performed. For all billed charges WMAC shall document, forward immediately to the customer, and make available to the City:
  - c. Digital photographs that clearly identify the service address.
  - d. Citation of the number of total cubic yards collected.
3. WMAC shall work closely with the City Inspections Unit of Building Services Division (CEDA Code Enforcement) and with the Public Works Agency Maintenance Services Division to ensure that all non-compliant set outs are promptly identified and proper notification is promptly made (see Attachment B). It is the intention of this agreement that WMAC operations personnel in the field who observe non-compliant

- iii. Number of units attributed to the setout.
  - iv. Date of scheduled appointment and date of actual collection of set out.
4. All overage charges shall be represented on customers' regular, periodic invoices as a discreet line item identified as "Bulky Collection Overage" or similar language, and cite the date of the service provided.
  5. For 2-4 unit residences, if WMAC services the scheduled collection and there is more bulky waste than was scheduled (e.g., 2 units of a 4-plex are scheduled [eligible for 6 cubic yards], and 8 cubic yards is setout), WMAC shall collect all bulky waste set out from the address and send a notice to the owner/manager (entity at billing address) explaining that WMAC has collected the material and the customer's account shall be noted as receiving 2 cubic yards of additional annual bulky collection (toward the total of 12 cubic yards for a 4-plex).

#### **G. Public Education and Community Outreach**

1. Program notification literature shall be developed and mailed first class directly to eligible customers, both billing address (property owner/manager) and service address (resident/tenant), including each unit of 2-4 unit residences. Mailing shall:
  - a. Be developed by WMAC in conjunction with the City.
  - b. Describe the program and how to participate.
  - c. Be mailed by January 8, 2008.
2. WMAC shall mail Program Reminder Notices via pre-sorted standard mail to all eligible customers:
  - a) All eligible service addresses shall receive reminder notices, including non-owner residents.
  - b) WMAC may notify owners via bill inserts.
  - c) WMAC may, at its discretion, stagger the timing of the Reminder Notices between the months of May and September, to balance the scheduling of appointments during the remaining program year.
3. The following public education materials shall be developed by WMAC in conjunction with the City and used to notify eligible customers:
  - a. Program notification literature (described in Section G. 1)
  - b. Appointment Confirmation Notice/Program brochure (described in Section C. 3)
  - c. Program Reminder Notice (described in Section G. 2)
  - d. Non-Collection Notice(s) for items that were not collected due to:
    - Unacceptable items set out
    - Hazardous waste set out
    - Any improperly set out recyclable items that were collected but could not be recycled and may be subject to overage charge
4. Non-Collection Notices are an integral part of the Public Education and Community Outreach component of this program and shall be used by WMAC in every instance when an item set out for collection in this program is not collected.
5. All program literature shall be provided in English with phone numbers for Spanish, Vietnamese, and Chinese language translation services. The City may change the languages listed herein to comply with the City's Equal Access Program requirements.

#### **H. Statistical Reporting**

**E. Non-Accepted Items**

1. The following items set out for collection shall not be collected by WMAC:
  - a. Rocks, dirt, and concrete.
  - b. Hazardous materials such as pesticides, paint, solvents, gasoline, antifreeze, auto batteries.
  - c. Any single item (excluding bulky items) that weighs more than 75 pounds.
  - d. Items that pose a potential safety risk to WMAC collection staff, or potential property damage, and that WMAC staff is unable to mitigate these risks by alternative collection methods or safe handling procedures, including but not limited to otherwise acceptable items that are stacked in an unstable/unsafe manner whereby removing an item would cause items to fall against person and/or property.
2. WMAC shall:
  - a. Leave all non-collected items, accompanied by a Non-Collection Notice advising the customer as to why item(s) were not collected, and which lists the Household Hazardous Waste phone number, per Section G. 3. d.
  - b. Make available to the City digital photographs of the set out that clearly identify the service address
  - c. Notify the City and customer per Section J. and Attachment B.
  - d. Follow up with customers whose setouts or partial setouts are not collected per E.1.d.:
    - i. Call the customer on the appointment day and explain the specific conditions, as determined by the WMAC field staff that assessed the safety risk, that need to be corrected in order to make the items acceptable (examples: "nails on wood must be flattened", or, "items in unstable stack must be placed on the ground", etc.)
    - ii. Schedule one final recovery pick up of item(s) with customer if customer agrees to correct the unsafe conditions.
    - iii. If customer does not agree to correct the unsafe conditions, inform customer that WMAC will inform the City, and that customer may be subject to City fines if they fail to either bring the items back onto their property or dispose of them in a legal manner.
    - iv. Update the daily notification to the City (Attachment B) to indicate the disposition of the item(s).

**F. Overage Charges Fees**

1. WMAC may charge for overage of non-recyclable items and/or improperly prepared recyclable items \$25 per cubic yard of material set out in excess of three cubic yards, and only when WMAC completes collection of the set out on the scheduled appointment date, with the following exception:
  - a. If WMAC is unable to complete collection of the set out on the scheduled appointment date due to street closure caused by construction, police activity, or other similar conditions, on the scheduled appointment date, WMAC may charge for overage per this Section when WMAC completes collection on the first business day following the street closure.
2. If a 2-4 unit residence exceeds the equivalent of units multiplied by 3 cubic yards per unit, the excess yards shall be charged for overage per F. 1.
3. For all overage charges billed, WMAC shall document and forward promptly to the customer, and make available to the City:
  - a. Digital photographs that clearly identify the service address.
  - b. Citation of:
    - i. Number of total yards setout.
    - ii. Number of overage yards.

7. The City and WMAC may mutually agree to amend the 2008 Bulky Collection Program at any time during the term of the Franchise Agreement in writing.

**C. Customer Service**

1. Call intake: WMAC customer service representatives (CSR's) shall review the following when scheduling bulky waste pick up appointments with customers:
  - a. What the customer intends to set out and document in call log.
  - b. Acceptable/unacceptable items lists.
  - c. How to properly prepare, segregate, and set out all items for recycling, collection efficiency, and compliance with City blight abatement and right-of-way access regulations. CSR 'talking points' shall be consistent with Section G (Public Education literature) and Attachment A (Preparation of Acceptable Recyclable Items).
  - d. Ensure that material is not stacked in an unstable/unsafe manner whereby removing an item would cause 'pile' to fall against person and/or property, and other safety risk conditions that might cause the setout to be declined, and the consequences of having the setout declined, per Section E.2.d.
  - e. Three (3) cubic yard limit and overage charge policy.
  - f. Consequences of improper set outs, including property owner's liability for City fines and overage charges.
  - g. Confirm and record customer's current telephone number(s), including account holder and tenant in cases where they are not the same party, to be used to promptly contact these parties to address problems with the setout on the collection day per Section J.2. or other reasons.
  - h. Offer WMAC fee-for-services collection options if caller lives in ineligible unit.
2. Collection shall be scheduled for and service provided on a date within two weeks of the appointment call, unless the customer requests another date. WMAC shall notify City if appointments cannot be scheduled within two weeks because of program demand.
3. WMAC shall send no later than the next business day after the appointment is scheduled an Appointment Confirmation Notice to the residence for which the collection has been scheduled. In the case of 2-4 unit residences, this residence may have a different mailing address than either the billing address or the WMAC service address on record. The Confirmation Notice shall include items C. 1. a through e, shall include the words "Retain This Notice", and shall be accompanied by (or included within) a program brochure.

**D. Accepted Items**

As used in this document, the phrase "Full Service Collection Event" shall mean that each eligible unit is allowed one pickup between January 28, 2008 and December 31, 2008 of (a) up to 3 cubic yards (equal to approximately 19 32-gallon bags) of non-recyclable bulky items which include but are not limited to furniture, carpeting, home construction debris (subject to Section E.) and other household items; and, (b) reasonable quantities of the following recyclable items generated on property if properly prepared in accordance with Attachment A: three (3) Large appliances; two (2) electronic devices as described California Code of Regulations Title 22, §66260.201 that require handling as "Covered electronic devices" (CED) (video display devices including but not limited to televisions and computer monitors); four (4) Tires including tires on rims; three (3) Mattresses sets; Computer CPUs; Consumer electronic products; Scrap metal; Corrugated cardboard; Unpainted wood; and Yard trimmings. WMAC shall collect on the scheduled appointment day all improperly prepared but otherwise acceptable recyclable items, and may charge for overage per Section F.

## 2008 BULKY COLLECTION & RECYCLING PROGRAM FOR THE CITY OF OAKLAND

### A. Program Eligibility

1. All single-family households, as defined in the Franchise Agreement, plus new accounts.
2. The calendar year for the program shall be January 29, 2008 through December 31, 2008.
3. Each service address is eligible for One Full Service Collection Event as described in Section D of this document between January 28, 2008 and December 31, 2008. Eligible two, three and four-unit residences shall be allowed to schedule service on different days for individual units, subject to limitations in Section F.4.
4. For 2, 3 and 4-unit residences that are not owner-occupied (i.e., where the billing and service address is not the same), only the property owner shall be allowed to schedule service. Service shall be marketed to both the property owner and the resident(s). All public education material shall include directions to non-owner residents to contact their property owner to schedule service. Non-owner occupants of single-unit residences shall be allowed to schedule service directly from WMAC.
5. Each eligible service address that twice in 2008 makes appointments and fails to place a setout at the curb, and fails to cancel the appointments by contacting WMAC by 5 PM on the business day prior to the appointment days, shall be subject to a \$25 fee from WMAC upon their third appointment.

### B. Program Overview

1. Per Section 4.2.9 of the Franchise Agreement, WMAC shall provide a curbside Bulky Goods Service, hereinafter referred to as Bulky Collection Program, for all Single Family Dwellings. The Program shall target bulky recyclable and non-recyclable items that are not collected during routine weekly garbage and recycling collection service. The Program's goals are: high waste diversion/recycling to support the City's goal of 75% waste reduction by 2010, and the alleviation of blight through on-time, complete collection of setouts.
2. WMAC shall provide Bulky collection Monday through Friday during residential collection hours per Franchise Agreement Exhibit A Section 1. WMAC shall recover Friday missed pickups on the next day, Saturday. WMAC may, at its discretion, schedule appointments on Saturdays.
3. WMAC shall ensure adequate customer service and operational capacity to provide service upon demand for eligible households, per the criteria in Section C.2.
4. All acceptable items set out at the curb shall be collected by WMAC on the scheduled appointment day, including improperly prepared but otherwise acceptable items.
5. All unacceptable items (described in Section E.1.) set out shall be left with a Non-Collection Notice advising the customer why item(s) were left and potential consequences. WMAC will notify the City of all non-collected items.
6. City and WMAC shall meet in May 2008 to review program.

**G. Community Education and  
Outreach Plan**

EXHIBIT G

COMMUNITY EDUCATION AND OUTREACH PLAN

1. Yard Waste Program
2. Curbside Solid Waste Collection
3. General Public Education Requirements
  - ◆ By September 1st of each year Contractor shall submit a public education plan for the following calendar year. The City shall review and respond in writing within 45 calendar days. Implementation of the annual plan would begin on January 1st of each year.
  - ◆ Contractor shall not perform or produce public education materials without the prior written approval from the City. All materials shall be submitted in writing for review and approval. Written authorization by the City is required prior to final production of any public education materials.
  - ◆ Contractor shall provide access for the City's use of space in the quarterly WMAC residential newsletters.
  - ◆ The City shall be able to insert information in the residential and commercial bills each billing cycle.
  - ◆ All public education materials must be printed on 100% recycled paper with at least 50% post consumer recycled content with soy based (or other non-toxic) ink.
  - ◆ All public education materials must include the 238-SAVE hotline number.
  - ◆ The City shall either produce or oversee the production of artwork for all public education materials.
  - ◆ The City shall oversee all press activities including press releases, press conferences, press kits, press packets and general press inquiries.

*W* (A)

## **H. Reporting Requirements**

**EXHIBIT H**  
**CITY OF OAKLAND**  
**SAMPLE MONTHLY SERVICE REPORT FOR JANUARY 1996**

SOLID WASTE DISPOSAL TONS										RECYCLABLE TONS					
REL	FEL	R/O	MUNI	SELF-HAUL	BULKY GOOD	ALTAMONT SELF-HAUL from OAK	OTHER (Specify)	TOTAL	YARD WASTE	WHITE GOODS	BULKY GOODS	DSTS SELF-HAUL YARD WASTE	OTHER DSTS	ALTAMONT ADC from OAK	OTHER (Specify)
Jan '96															
Feb '96															
Mar '96															
1996															

include additional disposal categories as necessary.

**essential Can Service Levels:**

Jan '96	Mini-Can	32 gallon	64 gallon (2 can)	96 gallon (3 can)	128 gallon (4 can)	160 gallon (5 can)	192 gallon (6 can)	224 gallon (7 can)	256 gallon (8 can)	288 gallon (9 can)
# of Accounts										
# of 32g. Cans										

	Jan 96	Feb 96	Mar 96	Apr 96	May 96	Jun 96	July 96	Aug 96	Sep 96	Oct 96	Nov 96	Dec 96
Total Number of "Bag-it" Sales:												
Total Number of Residential Units using Can Service:												
Total Number of Residential Units with Disabled Backyard Service:												
Total Number of Residential Units with Paid Backyard Service:												
Total Number of Residential Units with Less-than-Weekly Service:												
Average every-other-week Yard Waste participation:												

### Residential Cart Replacements:

Solid Waste Carts	Stolen	Damaged	Destroyed	Replaced YTD
20 gallon				
32 gallon				
64 gallon				
96 gallon				

Yard Waste Carts	Stolen	Damaged	Destroyed	Replaced YTD
64 gallon				
Other				

*[Handwritten signature]*

**Multi-Family Container Service Levels:**

	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	7x Week
1 yd <sup>3</sup> bin							
1.5 yd <sup>3</sup> bin							
2 yd <sup>3</sup> bin							
3 yd <sup>3</sup> bin							
4 yd <sup>3</sup> bin							
6 yd <sup>3</sup> bin							
7 yd <sup>3</sup> bin							

Total Number of Residential Units using Container Service: \_\_\_\_\_

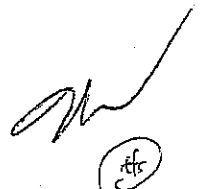
**Commercial Container Service Levels:**

	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	7x Week
1 yd <sup>3</sup> bin							
1.5 yd <sup>3</sup> bin							
2 yd <sup>3</sup> bin							
3 yd <sup>3</sup> bin							
4 yd <sup>3</sup> bin							
6 yd <sup>3</sup> bin							
7 yd <sup>3</sup> bin							

Total Number of Commercial Container Accounts: \_\_\_\_\_

**R/O Box Service:**

R/O Box Size	Number of "Pulls"
6 yd <sup>3</sup> box	
14 yd <sup>3</sup> box	
20 yd <sup>3</sup> box	
30 yd <sup>3</sup> box	
40 yd <sup>3</sup> box	



CITY OF OAKLAND  
CUSTOMER SERVICE RESPONSE LOG  
January 1996

Response Code	Description	0 Days	1 Day	2 Days	3 Day	4 Days	5 Days	6 Days	7 Days	8 Days	9 Days	10+ Days	Total
01	Garbage Missed Pickup												
02	Garbage Missed Pickup-2nd												
03	Garbage Missed Pickup-3rd												
04	Yard Waste Missed Pickup												
05	Yard Waste Missed Pickup-2nd												
06	Yard Waste Missed Pickup-3rd												
07	Mess												
08	Abusive												
09	Property Claim												
10	Gen'l Complaint												
11	Left Gate Open												
12	Lost Access Keys												
13	Cart Size Change												
14	Cart Replacement												
15	Cart Stolen												
16	Gen'l Informational												
17	Yard Waste Information												
18	Extra/Job												
19	Courtesy Pickup												
20	Clean Up Forget												
21	Supervisor Call												
22													
23													
	Sub-Total												
	Sub-Total %												

# CITY OF OAKLAND

## SAMPLE FIRST QUARTER SERVICE REPORT FOR 1996


SOLID WASTE DISPOSAL TONS										RECYCLABLE TONS				
REL	FEL	R/O	MUNI	SELF-HAUL	BULKY GOOD	ALTAMONT SELF-HAUL from OAK	TOTAL	YARD WASTE	WHITE GOODS	BULKY GOODS	DSTS SELF-HAUL YARD WASTE	OTHER DSTS	ALTAMONT ADC from OAK	OTHER (describe)
Q1 '96														
Q1 '95														
Variance (%)														
1996 YTD														
1995 YTD														
1996														

\*Include additional disposal categories as necessary.

- Discussion of problems encountered and noteworthy experiences in program operation, including recommendations for program modification;
- Discussion of yard waste recycling public awareness campaign efforts and impacts of said efforts;
- List of vehicles in service and license plate number and vehicle identification number;
- List of disabled customers, including address, receiving backyard service;
- List of customers, including address, with less-than-weekly service;
- Quarterly route audit of all residential routes to include: Route number, truck number, number of households served, tons of solid waste collected, tons of yard waste collected, yard waste participation rate
- List of all commercial container accounts including customer name, service address, billing address, phone number, service level, and day(s) of service, if requested by City.
- List of all multi-family container accounts including customer name, service address, billing address, phone number, number of units, service level, and day(s) of service, if requested by City.

CITY OF OAKLAND  
MONTHLY REVENUE REPORT FOR JANUARY 1996

*May not be a need for detailed reports beyond gross receipts if monthly charge is not dependent upon revenue requirements.*


  
(ffr)

**CITY OF OAKLAND**

**SOLID WASTE DISPOSAL FOR THE MONTH OF \_\_\_\_\_**

**SOLID WASTE DISPOSAL TONS**

Disposal	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Solid Waste Disposal from Franchised Collection													
Other (specify)													
Total Franchise Solid Waste Disposal													
Self-Haul Generated in Oakland													
Total Altamont Landfill Solid Waste Disposal Generated in Oakland													



**J. Faith Performance Bond and  
Letter of Credit**

## KNOW ALL MEN BY THESE PRESENTS

Bond #138031258

## PERFORMANCE BOND

THAT WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.172 98th Avenue, Oakland, California 94603

as principal,

and NATIONAL FIRE INSURANCE COMPANY OF HARTFORDCNA Plaza, 333 S. Wabash Avenue, Chicago, IL 60685

as surety, are

held and firmly bound unto the City of Oakland, a municipal corporation, in the sum of (\$25,000,000.00)

Twenty-Five Million and 00/100----- Dollars,

lawful money of the United States of America, to be paid to the said City of Oakland, for which payment well and

truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly

and severally firmly by these presents. Signed, sealed and dated the 1st day of Februaryone thousand nine hundred ninety-six;*The Condition* of the above obligation is such that the above-bonded principal WASTE MANAGEMENTOF ALAMEDA COUNTY, INC., has ~~thereby~~ entered into a contract with the said City of Oakland tocollect, transport, process or dispose of municipal solid wasteand yard waste for the City of Oakland, California datedDecember 1, 1995.As referenced in Section 11.1 of said contract, this bond maybe provided for annual terms. Accordingly, the term of thisbond shall be December 1, 1995 to November 30, 1996.Now therefore if the said WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

well and faithfully performs all the conditions and covenants of the said contract, according to the true intent and

meaning thereof, upon its part to be kept and performed, then the above obligation to be void, otherwise to remain

in full force and virtue.

The said surety for value received hereby stipulates and agrees that death of individual principal shall not relieve surety of its obligation; that no amendment, change, extension of time, alteration or addition to said contract or agreement or of any feature or item or items of performance required therein or thereunder shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of such amendment, change, extension of time, alteration or addition to said contract or agreement and of any feature or item or items of performance required therein or thereunder.

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.By: [Signature] [Seal]Title: Donald S. Haufe, Assistant SecretaryNATIONAL FIRE INSURANCE COMPANY OF HARTFORDBy: [Signature] [Seal]Title: Rebecca R. Alves, Attorney-in-Fact

National Fire Insurance Company  
of Hartford



For All the Commitments You Make<sup>®</sup>

Office/Chicago, Illinois

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a corporation duly organized and existing under the laws of the State of Connecticut, and having its general administrative office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Thomas R. Frank, Donald S. Haufe, Karen E. Bogard,  
Rebecca R. Alves, Linda M. Makdah, Melissa M. Newman, Amy B. Wickett, Individually

of Oak Brook, Illinois

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NATIONAL FIRE INSURANCE COMPANY OF HARTFORD and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

**RESOLVED:** That the Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

**RESOLVED:** That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation.

In Witness Whereof, the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD has caused these presents to be signed by its Group Vice President and its corporate seal to be hereto affixed this 1st day of September, 19 94.

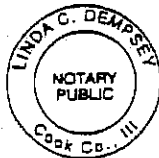
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD



M. C. Vonnahme Group Vice President.

State of Illinois, County of Cook, ss:

On this 1st day of September, 19 94, before me personally came M. C. Vonnahme, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Darien, State of Illinois; that he is a Group Vice President of the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Linda C. Dempsey  
Linda C. Dempsey  
Notary Public.

My Commission Expires October 19, 1994

CERTIFICATE

I, Robert E. Ayo, Assistant Secretary of the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the Resolutions of the Board of Directors, set forth in said Power Attorney are still in force. In testimony whereof I have hereunto subscribed by name and affixed the seal of the said Company this

1st day of February, 19 96



Robert E. Ayo  
Robert E. Ayo

Assistant Secretary.

**J-1 Performance Bond dated  
December 18, 2003**

Exhibit J-1

**EXTENSION CERTIFICATE**

(To be filed with the Obligee)

**BOND NUMBER: 138031258**

To be attached to Bond described below, executed by **NATIONAL FIRE INSURANCE COMPANY OF HARTFORD** as Surety:

**PRINCIPAL:** Waste Management of Alameda County, Inc.  
**OBLIGEE:** City of Oakland, CA  
**DESCRIPTION:** Collection, Transportation, Process or Dispose of  
Municipal Solid Waste, Yard Waste, & Recycling  
Services for the City of Oakland, CA

Said Principal and said Surety hereby agree that the term of said bond is extended from 12/01/2003 to 12/01/2004; subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability thereunder during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the sum of \$34,000,000.00.

IN WITNESS WHEREOF, the said Principal and Said Surety have signed or caused this Certificate to be duly signed and their respective seals hereto affixed as follows:

Signed, Sealed, and Dated: 12/18/2003

**Waste Management of Alameda County, Inc.**  
(Principal)

By: Jacqueline Kirk  
Jacqueline Kirk, Attorney-in-Fact

**NATIONAL FIRE INSURANCE COMPANY  
OF HARTFORD**

BY: Tannis Mattson  
Tannis Mattson, Attorney-in-fact

# **CNA INSURANCE COMPANIES**

## **GENERAL PURPOSE RIDER**

RIDER to be attached to and form a part of Bond No. 138031258. Wherein **WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.** is named as Principal and the **NATIONAL FIRE INSURANCE COMPANY OF HARTFORD** as Surety, in favor of the **CITY OF OAKLAND, CA** in the amount of **\$34,000,000.00** for the Bond, sealed 01/25/1996.

IT IS HEREBY STIPULATED AND AGREED THAT said bond is hereby amended as follows, effective 12/01/2003:

**THE PENALTY OF THIS BOND IS HEREBY INCREASED:**

**FROM: \$34,000,000.00**

**TO: \$34,455,600.00**

And that the Principal hereby binds itself, its successors and assigns, as Principal and **NATIONAL FIRE INSURANCE COMPANY OF HARTFORD** hereby binds itself, its successors and assigns, as Surety, in accordance with the terms, provisions and conditions of said bond as so amended.

IN WITNESS WHEREOF, the said Principal and Surety have caused this Rider to be duly signed and their respective seals to the hereunto affixed this **18TH** day of **DECEMBER, 2003**.

**WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.**

By: 

JACQUELINE KIRK, Attorney-in-fact

**NATIONAL FIRE INSURANCE COMPANY OF HARTFORD**

By: 

TANNIS MATTSON, Attorney-in-fact

If Bond Amount is being DECREASED,  
sign below & return a copy to the Surety:  
ACCEPTED

By: \_\_\_\_\_  
(Signature of Obligee)

Name:  
Title:

**CNA**

For All the Commitments You Make

STATE OF TEXAS

COUNTY OF HARRIS

ON 12/18/2003 BEFOR ME, JOE A. MARTINEZ

DATE

NOTARY PUBLIC

PERSONALLY APPEARED JACQUELINE KIRK & TANNIS MATTSON

NAME OF SIGNERS

[ X ] PERSONALLY KNOWN TO ME - OR - [ ] PROVED TO ME 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 SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.



WITNESS MY HAND AND OFFICIAL SEAL

Joe A. Martinez  
SIGNATURE OF NOTARY

## 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 Robert Bruce, Donald R. Gibson, Melissa Haddick, Jacqueline Kirk, Tannis Mattson, Terri Morrison and Sandra R. Parker of Marsh USA 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.

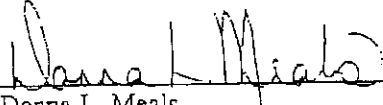
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

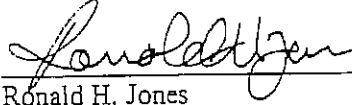
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding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

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this 18th day of December, 2003.

Witness:

Waste Management, Inc.

  
Donna L. Meals  
Director, Financial Assurance

  
Ronald H. Jones  
Vice President and Treasurer

## NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

### DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

### DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Donald R. Gibson, Sandra Parker, Robert L. Bruce, Lisa A. Ward, William Martin, Leslie K. Hudgens, Jacqueline Kirk,  
Terri Morrison, Melissa Haddick, Tannis Mattson, Individually

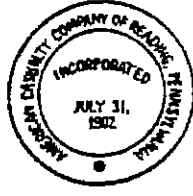
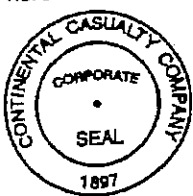
Houston, Texas

of \_\_\_\_\_  
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature  
— In Unlimited Amounts —

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 28th day of August, 2001.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Michael Gengler*

Michael Gengler

Group Vice President

State of Illinois, County of Cook, ss:

On this 28th day of August, 2001, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires June 5, 2004

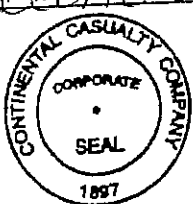
*Eileen T. Pachuta*

Eileen T. Pachuta

Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 18th day of August, 2001.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Mary A. Ribikawskis*

Mary A. Ribikawskis

Assistant Secretary

**J-2 Performance Bond dated  
November 29, 2004**

**CNA INSURANCE COMPANIES**

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Exhibit J-2

**EXTENSION CERTIFICATE**

(To be filed with the Obligee)

**BOND NUMBER: 138031258**

To be attached to Bond described below, executed by **NATIONAL FIRE INSURANCE COMPANY OF HARTFORD** as Surety:

**PRINCIPAL:** Waste Management of Alameda County, Inc.  
**OBLIGEE:** City of Oakland  
**DESCRIPTION:** Collect, Transport, Process or Dispose of Municipal Solid Waste & Yard Waste

Said Principal and said Surety hereby agree that the term of said bond is extended from **12/01/2004** to **12/01/2005**; subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability thereunder during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the sum of **\$34,982,770.68**.

IN WITNESS WHEREOF, the said Principal and Said Surety have signed or caused this Certificate to be duly signed and their respective seals hereto affixed as follows:

Signed, Sealed, and Dated: **11/29/2004**

**Waste Management of Alameda County, Inc.**  
(Principal)

By:   
Jacqueline Kirk, Attorney-in-Fact

**NATIONAL FIRE INSURANCE COMPANY  
OF HARTFORD**

BY:   
Tannis Mattson, Attorney-in-fact

**CNA**

For All the Commitments You Make

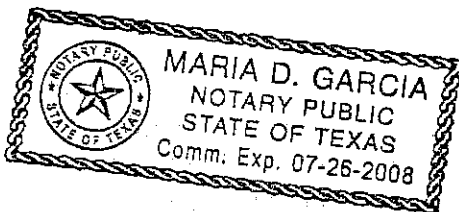
STATE OF TEXAS

COUNTY OF HARRIS

ON 11/29/2004 BEFORE ME, MARIA D. GARCIA  
DATE NOTARY PUBLIC  
PERSONALLY APPEARED JACQUELINE KIRK & TANNIS MATTSON

NAME OF SIGNER(S)

[ X ] PERSONALLY KNOWN TO ME – OR – [ ] PROVED TO ME 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  
SIGNATURE(S) ON THE  
INSTRUMENT THE PERSON(S), OR  
THE ENTITY UPON BEHALF OF  
WHICH THE PERSON(S) ACTED,  
EXECUTED THE INSTRUMENT.



WITNESS MY HAND AND OFFICIAL SEAL

*Maria D. Garcia*

SIGNATURE OF NOTARY

## 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 Donald R. Gibson, Melissa Haddick, Jacqueline Kirk, Joe Martinez, Tannis Mattson, Terri Morrison, Sandra R. Parker and Gina A. Rodriguez of Marsh USA 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.

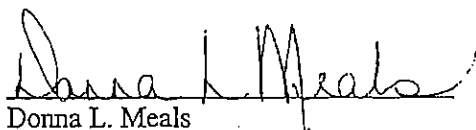
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

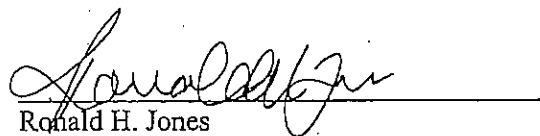
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding 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 29th day of November, 2004.

Witness:

Waste Management, Inc.

  
Donna L. Meals  
Director, Financial Assurance

  
Ronald H. Jones  
Vice President and Treasurer

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Donald R. Gibson, Sandra Parker, Robert L. Bruce, Lisa A. Ward, William Martin, Leslie K. Hudgens, Jacqueline Kirk,  
Terri Morrison, Melissa Haddick, Tannis Mattson, Individually

of Houston, Texas  
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature  
— In Unlimited Amounts —

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 28th day of August, 2001.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Michael Gengler*

Michael Gengler

Group Vice President

State of Illinois, County of Cook, ss:

On this 28th day of August, 2001, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires June 5, 2004

*Eileen T. Pachuta*

Eileen T. Pachuta

Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 29th day of November, 2004.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Mary A. Ribikawskis*

Mary A. Ribikawskis

Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

# **CNA INSURANCE COMPANIES**

## **GENERAL PURPOSE RIDER**

RIDER to be attached to and form a part of Bond No. 138031258. Wherein **WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.** is named as Principal and the **NATIONAL FIRE INSURANCE COMPANY OF HARTFORD** as Surety, in favor of the **CITY OF OAKLAND, CA** in the amount of **\$34,455,600.00** for the Bond, sealed 01/25/1996.

IT IS HEREBY STIPULATED AND AGREED THAT said bond is hereby amended as follows, effective 12/01/2004:

### **THE PENALTY OF THIS BOND IS HEREBY INCREASED:**

**FROM: \$34,455,600.00**

**TO: \$34,982,770.68**

And that the Principal hereby binds itself, its successors and assigns, as Principal and **NATIONAL FIRE INSURANCE COMPANY OF HARTFORD** hereby binds itself, its successors and assigns, as Surety, in accordance with the terms, provisions and conditions of said bond as so amended.

IN WITNESS WHEREOF, the said Principal and Surety have caused this Rider to be duly signed and their respective seals to the hereunto affixed this **29TH** day of **NOVEMBER, 2004**.

**WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.**

By: Jacqueline Kirk  
JACQUELINE KIRK, Attorney-in-fact

**NATIONAL FIRE INSURANCE COMPANY OF HARTFORD**

By: Tannis Mattson  
TANNIS MATTSON, Attorney-in-fact

If Bond Amount is being DECREASED,  
sign below & return a copy to the Surety:  
ACCEPTED

By: \_\_\_\_\_  
(Signature of Obligee)

Name:  
Title:

**CNA**

For All the Commitments You Make

STATE OF TEXAS

COUNTY OF HARRIS

ON 11/29/2004 BEFORE ME, MARIA D. GARCIA

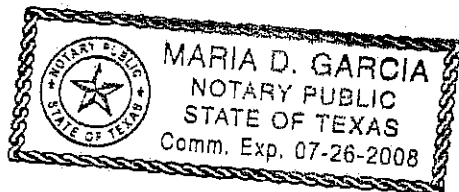
DATE

NOTARY PUBLIC

PERSONALLY APPEARED JACQUELINE KIRK & TANNIS MATTSON

NAME OF SIGNER(S)

[ X ] PERSONALLY KNOWN TO ME – OR – [ ] PROVED TO ME 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 SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.



WITNESS MY HAND AND OFFICIAL SEAL

*Maria D. Garcia*

SIGNATURE OF NOTARY

## 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 Donald R. Gibson, Melissa Haddick, Jacqueline Kirk, Joe Martinez, Tannis Mattson, Terri Morrison, Sandra R. Parker and Gina A. Rodriguez of Marsh USA 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.

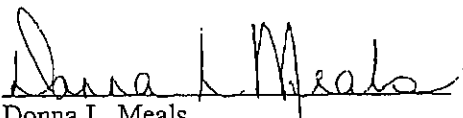
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

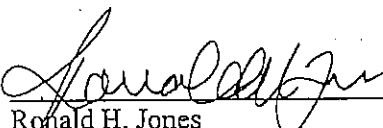
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding 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 29th day of November, 2004.

Witness:

Waste Management, Inc.

  
Donna L. Meals  
Director, Financial Assurance

  
Ronald H. Jones  
Vice President and Treasurer

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Donald R. Gibson, Sandra Parker, Robert L. Bruce, Lisa A. Ward, William Martin, Leslie K. Hudgens, Jacqueline Kirk,  
Terri Morrison, Melissa Haddick, Tannis Mattson, Individually

of Houston, Texas  
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature  
— In Unlimited Amounts —

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 28th day of August, 2001.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Michael Gengler*

Michael Gengler

Group Vice President

State of Illinois, County of Cook, ss:

On this 28th day of August, 2001, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago; State of Illinois; that he is a Group Vice President of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires June 5, 2004

*Eileen T. Pachuta*

Eileen T. Pachuta

Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 29th day of November, 2004.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Mary A. Ribikawskis*

Mary A. Ribikawskis

Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company:

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

**J-3 Performance Bond dated  
November 29, 2005**

Exhibit J-3

KNOW ALL MEN BY THESE PRESENTS

PERFORMANCE BOND

Bond No. 8203-80-35

THAT WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

172 98th Avenue, Oakland, California 94603 as principal,

Federal Insurance Company

15 Mountain View Road, P. O. Box 1615, Warren, NJ 07061 as surety,

bind and firmly bound unto the City of Oakland, a municipal corporation, in the sum of (\$35,360,584.00) Thirty Five Million Three Hundred Sixty Thousand Five Hundred Eighty Four and NO/100 Dollars.

lawful currency of the United States of America, to be paid to the said City of Oakland, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents. Signed, sealed and dated the 22nd day of November 2005

The Condition of the above obligation is such that the above bonded principal WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. has entered into a contract with the said City of Oakland to collect, transport, process or dispose of municipal solid waste and yard waste for the City of Oakland, California dated December 1, 1995.

As referenced in Section 11.1 of said contract, this bond may be provided for annual terms. Accordingly, the term of this bond shall be December 1, 2005 to November 30, 2006

Now therefore if the said WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. well and faithfully performs all the conditions and covenants of the said contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation to be void, otherwise to remain in full force and virtue.

The said surety for value received hereby stipulates and agrees that death of individual principal shall not relieve surety of its obligation; that no amendment, change, extension of time, alteration or addition to said contract or agreement or of any feature or item or items of performance required therein or thereunder shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of such amendment, change, extension of time, alteration or addition to said contract or agreement and of any feature or item or items of performance required therein or thereunder.

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

By Leslie K. Hudgens [Seal]

Title: Leslie K. Hudgens, Attorney-in-fact  
Federal Insurance Company

By Amy Substair [Seal]

Title: Amy Substair, Attorney-in-fact

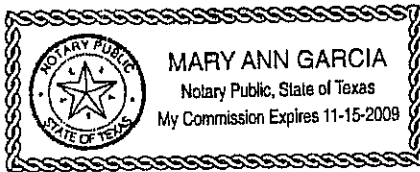
## ACKNOWLEDGMENT OF PRINCIPAL

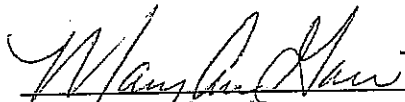
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public, on this day personally appeared Leslie K. Hudgens known to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact for Waste Management of Alameda County, Inc. and acknowledged to me that he/she subscribed the name of Waste Management of Alameda County, Inc. thereto as Principal and his/her own name as attorney-in-fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office the 22nd day of November, 2005.



  
Mary Ann Garcia  
Notary Public, State of Texas

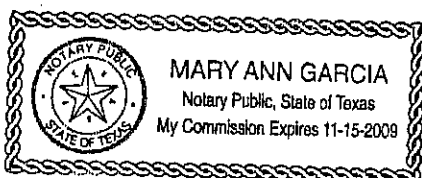
## ACKNOWLEDGMENT OF SURETY

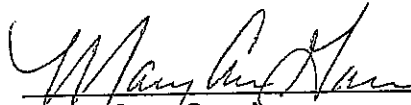
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public, on this day personally appeared Amy Sustaire known to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact for Federal Insurance Company and acknowledged to me that he/she subscribed the name of Federal Insurance Company thereto as Surety and his/her own name as attorney-in-fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office the 22nd day of November, 2005.



  
Mary Ann Garcia  
Notary Public, State of Texas

# **TERRORISM RIDER**

## **NOTICE - FEDERAL TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM**

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the terms of the Terrorism Risk Insurance Act of 2002 ("the Act"), will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond. The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00.

### **COVERAGE LIMITATIONS**

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.



**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 Marc W. Boots, Mary Ann Garcia, Joy Hajovsky, Vickie Lacy, Misty Meehan, P. T. Osburn, Stephen R. Smith and Amy Sustaire or 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 28th day of July, 2005

  
Kenneth C. Wendel, Assistant Secretary

  
T. W. Cavanaugh, Vice President

STATE OF NEW JERSEY  
County of Somerset

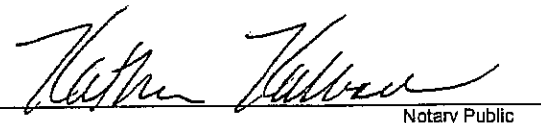
ss.

On this 28th day of July, 2005 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 T. W. Cavanaugh, and knows him to be Vice President of said Companies; and that the signature of T. W. Cavanaugh, subscribed to said Power of Attorney is in the genuine handwriting of T. W. Cavanaugh, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE KALBACHER  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 8, 2009

  
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."

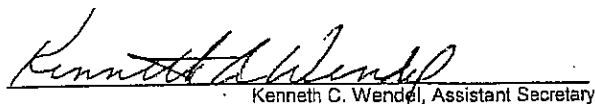
I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (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

22nd day of November, 2005.



  
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 Marc W. Boots, Mary Ann Garcia, Leslie K. Hudgens, P.T. Osburn, Stephen R. Smith and Amy Sustaire of McGriff, Seibels & Williams of Texas, 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.

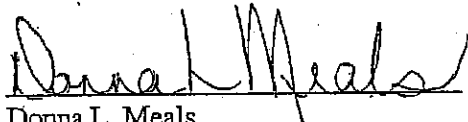
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.


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 22nd day of November, 2005.

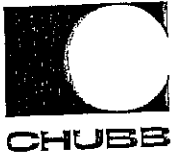
Witness:

Waste Management, Inc.

  
Donna L. Meals  
Director, Financial Assurance

  
Cherie C. Rice  
Vice President, Finance and Treasurer

**J-4 Performance Bond dated  
November 29, 2006**



CHUBB GROUP OF INSURANCE COMPANIES  
A DIVISION OF FEDERAL INSURANCE COMPANY

1330 Post Oak Boulevard, Suite 2400, Houston, Texas 77056-3031  
Phone: (713) 297-4600 / Facsimile: (713) 297-4665

EXTENSION CERTIFICATE

To Be Filed With The Oblige

To be attached to and form a part of Bond No. **8203-80-35**  
Executed by Federal Insurance Company as Surety

Principal: **Waste Management of Alameda County, Inc.**

Obligee: **City of Oakland**

Description: **Collect, Transport, Process or Dispose of Municipal Solid Waste, Yard Waste, Recycling and Organics for the City of Oakland**

In the Sum of: **\$36,000,000.00**

Bond Dated: **November 22, 2005**

Said Principal and said Surety hereby agree that the term of said bond is extended from **December 1, 2006 to November 30, 2007** subject to all other provisions, conditions and limitations of said bond upon the express condition that the Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the sum of **\$36,000,000.00**.

In witness whereof, the said Principal and said Surety have signed this certificate this **22nd** day of **September, 2006**.

**Waste Management of Alameda County, Inc.**

Principal

By:

*Maria D. Garcia*  
**Maria D. Garcia, Attorney-in-fact**

**Federal Insurance Company**

Surety

By:

*Mary Ann Garcia*  
**Mary Ann Garcia, Attorney-in-Fact**

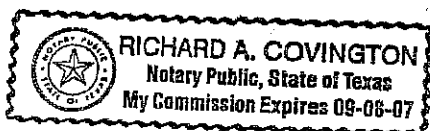
## ACKNOWLEDGMENT OF PRINCIPAL

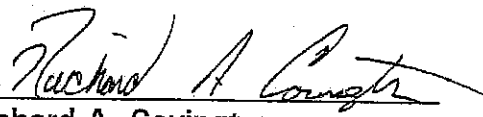
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public, on this day personally appeared Maria D. Garcia known to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact for Waste Management of Alameda County, Inc. and acknowledged to me that he/she subscribed the name of Waste Management of Alameda County, Inc. thereto as Principal and his/her own name as attorney-in-fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office the 22nd day of September, 2006.



  
Richard A. Covington  
Notary Public, State of Texas  
Expiration Date 09/08/2007

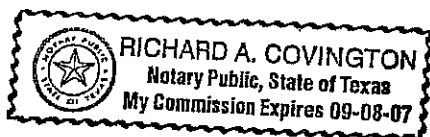
## ACKNOWLEDGMENT OF SURETY

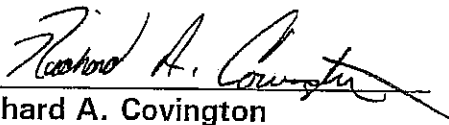
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public, on this day personally appeared Mary Ann Garcia known to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact for Federal Insurance Company and acknowledged to me that he/she subscribed the name of Federal Insurance Company thereto as Surety and his/her own name as attorney-in-fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office the 22nd day of September, 2006.



  
Richard A. Covington  
Notary Public, State of Texas  
Expiration Date 09/08/2007



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 Marc W. Boots, Richard Covington, Maria D. Garcia, Mary Ann Garcia, Joy Hajovsky, Leslie K. Hudgens, Vickie Lacy, P.T. Osburn, Stephen R. Smith, Amy Sustaire and Misty Wright 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 August, 2006

Kenneth C. Wendel  
Kenneth C. Wendel, Assistant Secretary

John P. Smith  
John P. Smith, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 1st day of August, 2006

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 John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KAREN A. EDER  
Notary Public, State of New Jersey  
No. 2231647  
Commission Expires Oct. 28, 2009

Karen A. Eder  
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

22nd day of September, 2006



Kenneth C. Wendel  
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 Marc W. Boots, Mark W. Edwards II, Maria D. Garcia, Mary Ann Garcia, Leslie K. Hndgens, Christopher M. Muscolino, P.T. Osburn and Stephen R. Smith of McGriff, Seibels & Williams of Texas, 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.

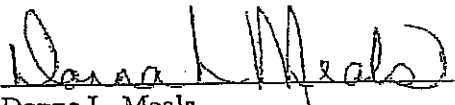
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

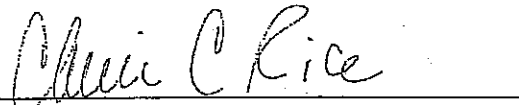
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding 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 22nd day of September, 2006.

Witness:

Waste Management, Inc.

  
Donna L. Meals  
Director, Financial Assurance

  
Cherie C. Rice  
Vice President, Finance and Treasurer

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
	NA-000016B	Corporation	Active
1019726 Alberta Ltd.	NA-0000001	Corporation	Active
1329409 Ontario Inc.	NA-0000003	Corporation	Active
3368084 Canada Inc.	NA-0000005	Corporation	Active
635952 Ontario Inc.	NA-0000010	Corporation	Active
Acaverde S.A. de C.V.	NA-0000011	Corporation	Active
Acaverde Servicios, S.A. de C.V.	36-4016575	Limited Liability Company	Active
Advanced Environmental Technical Services, L.L.C.	31-1595650	Corporation	Active
Akron Regional Landfill, Inc.	76-0641853	Limited Liability Company	Active
Alabama Waste Disposal Solutions, L.L.C.	23-2383025	Corporation	Active
Alliance Sanitary Landfill, Inc.	20-1457486	Limited Liability Company	Active
Alpharetta Transfer Station, LLC	34-1355783	Corporation	Active
American Landfill, Inc.	23-2790769	Limited Partnership	Active
American RRT Fiber Supply, L.P.	76-0590137	Corporation	Active
Anderson Landfill, Inc.	95-3344381	Corporation	Active
Antelope Valley Recycling and Disposal Facility, Inc.	58-2195371	Limited Liability Company	Active
Apollo Waste Industries, L.L.C.	25-1864816	Limited Liability Company	Active
Apollo Waste Services of Georgia, L.L.C.	25-1249512	Corporation	Active
Arden Landfill, Inc.	36-3852536	Corporation	Active
Atlantic Waste Disposal, Inc.	04-3735644	Limited Liability Company	Active
Automated Salvage Transport Co., L.L.C.	59-7001676	Trust	Active
Autumn Hills Recycling & Disposal Facility Trust	NA-0000013	Corporation	Active
Auxiwaste Services SA	95-2908438	Corporation	Active
Azusa Land Reclamation, Inc.	20-1469925	Corporation	Active
B&B Landfill, Inc.	06-1438474	Limited Partnership	Active
Barre Landfill Gas Associates, L.P.	22-3479629	Corporation	Active
Bayside of Marion, Inc.	36-3381285	Joint Venture	Active
Beecher Development Company	NA-0000017	Corporation	Active
Bestan Inc.	45-0325454	Corporation	Active
Big Dipper Enterprises, Inc.	36-3050224	General Partnership	Active
Bio-Energy Partners	76-0641298	Limited Liability Company	Active
Bluegrass Containment, L.L.C.	76-0160311	Corporation	Active
Brazoria County Recycling Center, Inc.	41-1882463	Corporation	Active
Burnsville Sanitary Landfill, Inc.	59-3653859	Limited Liability Company	Active
Buttrey Development Three, LLC	59-3652174	Limited Liability Company	Active
Buttrey Development Two, LLC	20-1289317	Limited Liability Company	Active
C&C Disposal, LLC	16-1091396	Corporation	Active
C.I.D. Landfill, Inc.	35-2228276	Limited Liability Company	Active
CA Newco, L.L.C.			

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
Cal Sierra Disposal	94-2349727	Corporation	Active
California Asbestos Monofill, Inc.	68-0232434	Corporation	Active
Canadian Waste Services Holdings Inc.	NA-0000020	Corporation	Active
CAP/CRA, L.L.C.	52-2137376	Limited Liability Company	Active
Capital Sanitation Company	88-0121888	Corporation	Active
Capitol Disposal, Inc.	76-0638591	Corporation	Active
Carolina Grading, Inc.	57-0923608	Corporation	Active
Carver Transfer & Processing, LLC	41-1767917	Limited Liability Company	Active
Cedar Ridge Landfill, Inc.	62-1727570	Corporation	Active
Cedar Ridge Recycling & Disposal Facility Trust	59-6969012	Trust	Active
Central Disposal Systems, Inc.	42-0995450	Corporation	Active
Central Missouri Landfill, Inc.	43-1397423	Corporation	Active
Chadwick Road Landfill, Inc.	58-1798581	Corporation	Active
Chambers Clearview Environmental Landfill, Inc.	25-1652556	Corporation	Active
Chambers Development Company, Inc.	25-1214958	Corporation	Active
Chambers Development of Ohio, Inc.	51-0396835	Corporation	Active
Chambers of Asia	NA-0000159	Corporation	Active
Chambers of Georgia, Inc.	58-2397639	Corporation	Active
Chambers of Hong Kong, Inc.	NA-0000156	Corporation	Active
Chambers of Mississippi, Inc.	25-1628285	Corporation	Active
Chastang Landfill, Inc.	76-0638602	Corporation	Active
Chemical Waste Management of Indiaia, L.L.C.	36-4067587	Limited Liability Company	Active
Chemical Waste Management of the Northwest, Inc.	91-1089393	Corporation	Active
Chemical Waste Management, Inc.	36-2989152	Corporation	Active
Chesser Island Road Landfill, Inc.	58-2364490	Corporation	Active
City Disposal Systems, Inc.	38-3407001	Corporation	Active
City Environmental Services, Inc. of Arecibo	38-3340455	Corporation	Active
City Environmental Services, Inc. of Waters	38-3020069	Corporation	Active
City Environmental, Inc.	38-3407576	Corporation	Active
City Management Corporation	38-2056600	Corporation	Active
Clayton-Ward Company, Inc.	68-0253945	Corporation	Active
Cleburne Landfill Company Corp.	59-3069374	Corporation	Active
Coast Waste Management, Inc.	95-2557952	Corporation	Active
Colorado Landfill, Inc.	76-0639312	Corporation	Active
Connecticut Valley Sanitary Waste Disposal, Inc.	04-2796580	Corporation	Active
Conservation Services, Inc.	84-0915035	Corporation	Active
Container Recycling Alliance, L.P.	36-3730138	Limited Partnership	Active
Continental Waste Industries Arizona, Inc.	22-3146904	Corporation	Active

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
Corporate Housing Initiatives II Limited Partnership	52-1854657	Limited Partnership	Active
Coshocton Landfill, Inc.	31-1214800	Corporation	Active
Cougar Landfill, Inc.	76-0211843	Corporation	Active
Countryside Landfill, Inc.	36-2838336	Corporation	Active
Cuyahoga Landfill, Inc.	76-0680495	Corporation	Active
CWM Chemical Services, L.L.C.	36-4203347	Limited Liability Company	Active
Dafter Sanitary Landfill, Inc.	38-2754804	Corporation	Active
Dauphin Meadows, Inc.	23-2390183	Corporation	Active
Deep Valley Landfill, Inc.	23-2886200	Corporation	Active
Deer Track Park Landfill, Inc.	39-1802678	Corporation	Active
Del Almo Landfill, L.L.C.	74-3055347	Limited Liability Company	Active
Deland Landfill, Inc.	76-0590138	Corporation	Active
Delaware Recyclable Products, Inc.	51-0334417	Corporation	Active
Dickinson Landfill, Inc.	76-0325384	Corporation	Active
Disposal Service, Incorporated	55-0618479	Corporation	Active
Dominium Opportunity Fund, A California Limited Partnership	95-4507794	Limited Partnership	Active
Donahue/JRP Asia Pacific Ltd	NA-0000163	Corporation	Active
E.C. Waste, Inc.	66-0523535	Corporation	Active
Eagle Valley Recycling & Disposal Facility Trust	59-6977580	Trust	Active
Earthmovers Landfill, L.L.C.	61-1342591	Limited Liability Company	Active
East Liverpool Landfill, Inc.	34-1637446	Corporation	Active
Eastern One Land Corporation	76-0695122	Corporation	Active
eCycling Services, L.L.C.	38-3584879	Limited Liability Company	Active
El Coqui de San Juan	66-0525083	Joint Venture	Active
El Coqui Landfill Company, Inc.	66-0555785	Corporation	Active
El Coqui Waste Disposal, Inc.	76-0480500	Corporation	Active
ELDA Landfill, Inc.	76-0639272	Corporation	Active
Elk River Landfill, Inc.	41-1283941	Corporation	Active
Envirofil of Illinois, Inc.	37-0957555	Corporation	Active
Evergreen Landfill, Inc.	76-0472693	Corporation	Active
Evergreen National Indemnity Company	UK-0000142	Corporation	Active
Evergreen Recycling and Disposal Facility, Inc.	76-0638587	Corporation	Active
Farmer's Landfill, Inc.	43-0863680	Corporation	Active
Feather River Disposal, Inc.	06-1479349	Corporation	Active
Femley Disposal, Inc.	94-3423947	Corporation	Active
Front Range Landfill, Inc.	76-0479974	Corporation	Active
G.I. Industries	87-0430285	Corporation	Active
GA Contracts Enterprises, LLC	42-1601041	Limited Liability Company	Active

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
GA Landfills, Inc.	58-2293782	Corporation	Active
Gallia Landfill, Inc.	31-1509605	Corporation	Active
Garnet of Maryland, Inc.	52-1916417	Corporation	Active
Gateway Transfer Station, LLC	20-1457460	Limited Liability Company	Active
GCP Engineering Ltd	NA-0000164	Corporation	Active
Georgia Waste Systems, Inc.	58-1028526	Corporation	Active
Gestion Des Rebutis D.M.P. Inc.	NA-0000033	Corporation	Active
Giordano Recycling, L.L.C.	20-2098765	Limited Liability Company	Active
Glen's Sanitary Landfill, Inc.	38-2065407	Corporation	Active
Grand Central Sanitary Landfill, Inc.	23-2049337	Corporation	Active
Greeley Holding Company, LLC	20-1939738	Limited Liability Company	Active
Grupo WMX, S.A. De C.V.	NA-0000039	Corporation	Active
Guadalupe Mines Mutual Water Company	77-0398278	Not For Profit Corporation	Active
Guadalupe Rubbish Disposal Co., Inc.	95-2746842	Corporation	Active
Guam Resource Recovery Partners, L.P.	36-4149976	Limited Partnership	Active
Ham Lake Haulers, Inc.	41-1704537	Corporation	Active
Harris Sanitation, Inc.	59-1219741	Corporation	Active
Harwood Landfill, Inc.	52-1637402	Corporation	Active
Hedco Landfill Limited	NA-0000040	Corporation	Active
Hillsboro Landfill Inc.	93-0760239	Corporation	Active
Holyoke Sanitary Landfill, Inc.	04-2481863	Corporation	Active
IN Landfills, L.L.C.	61-1342588	Limited Liability Company	Active
Independent Sanitation Company	88-0126699	Corporation	Active
Intersan Inc.	NA-0000041	Corporation	Active
Jahner Sanitation, Inc.	45-0410330	Corporation	Active
Jay County Landfill, L.L.C.	61-1342592	Limited Liability Company	Active
JFS (UK) Limited	NA-0000044	Corporation	Active
Jones Sanitation, L.L.C.	61-1342583	Limited Liability Company	Active
Junker Sanitation Services, Inc.	41-0963253	Corporation	Active
K and W Landfill Inc.	38-2504167	Corporation	Active
Kahle Landfill, Inc.	43-1682575	Corporation	Active
Keene Road Landfill, Inc.	59-2044226	Corporation	Active
Kelly Run Sanitation, Inc.	25-1696669	Corporation	Active
Key Disposal Ltd.	NA-0000045	Corporation	Active
KeyCorp Investment Limited Partnership	34-1783428	Limited Partnership	Active
King George Landfill, Inc.	54-1632805	Corporation	Active
KN Industrial Services, Inc.	76-0697201	Corporation	Active
L&M Landfill, Inc.	84-1492401	Corporation	Active

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
La Quinta Medical/Commercial Plaza, Ltd.	95-4357859	Limited Partnership	Active
Land Reclamation Company, Inc.	36-3640284	Corporation	Active
Landfill of Pine Ridge, Inc.	76-0638593	Corporation	Active
Landfill Services of Charleston, Inc.	55-0731302	Corporation	Active
Laurel Highlands Landfill, Inc.	25-1640583	Corporation	Active
Laurel Ridge Landfill, L.L.C.	61-1342582	Limited Liability Company	Active
LCS Services, Inc.	55-0673745	Corporation	Active
LFG Production, L.P.	36-4191460	Limited Partnership	Active
Liberty Landfill, L.L.C.	61-1342590	Limited Liability Company	Active
Liberty Lane West Owners' Association	36-4163829	Not For Profit Corporation	Active
Liquid Waste Management, Inc.	95-2779930	Corporation	Active
Longmont Landfill, L.L.C.	36-4551803	Limited Liability Company	Active
M.S.T.S. Limited Partnership	36-3790528	Limited Partnership	Active
M.S.T.S., Inc.	36-3542321	Corporation	Active
Mahoning Landfill, Inc.	34-1047662	Corporation	Active
Marangi Bros., Inc.	22-1406583	Corporation	Active
Mass Gravel Inc.	04-3117495	Corporation	Active
Mc Ginnes Industrial Maintenance Corporation	74-1532790	Corporation	Active
McDaniel Landfill, Inc.	45-0399545	Corporation	Active
McGill Landfill, Inc.	38-3076718	Corporation	Active
Meadowfill Landfill, Inc.	31-1509701	Corporation	Active
Michigan Environs, Inc.	38-2434760	Corporation	Active
Midwest One Land Corporation	20-0606093	Corporation	Active
Minneapolis Refuse, Incorporated	41-0972178	Corporation	Active
Modern-Mallard Energy, LLC	57-1161216	Limited Liability Company	Active
Modesto Garbage Co., Inc.	94-1643145	Corporation	Active
Moor Refuse, Inc.	33-0622768	Corporation	Active
Mountain Indemnity Insurance Company	03-0328445	Corporation	Active
Mountain Indemnity International Limited	NA-0000053	Corporation	Active
Mountainview Landfill, Inc. (MD)	25-1538716	Corporation	Active
Mountainview Landfill, Inc. (UT)	76-0548746	Corporation	Active
Nassau Landfill, L.L.C.	37-1487482	Limited Liability Company	Active
National Guaranty Insurance Company of Vermont	36-3643755	Corporation	Active
New England CR L.L.C.	04-3735642	Limited Liability Company	Active
New Milford Landfill, L.L.C.	76-0641312	Limited Liability Company	Active
New Orleans Landfill, L.L.C.	38-3699690	Limited Liability Company	Active
NH/VT Energy Recovery Corporation	02-0390004	Corporation	Active
North America One Land Company, L.L.C.	20-0570245	Limited Liability Company	Active

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
Northern Oaks Recycling & Disposal Facility Trust	59-7001675	Trust	Active
Northwestern Landfill, Inc.	52-2023458	Corporation	Active
Nu-Way Live Oak Reclamation, Inc.	68-0236308	Corporation	Active
Oakridge Landfill, Inc.	25-1547187	Corporation	Active
Oakwood Landfill, Inc.	57-0974474	Corporation	Active
Okeechobee Landfill, Inc.	25-1628636	Corporation	Active
Orange County Landfill, Inc.	25-1683729	Corporation	Active
Outside Third Party (1)	NA-0000059	Corporation	Active
Outside Third Party (2)	NA-0000143	Corporation	Active
Outside Third Party (3)	NA-0000144	Corporation	Active
Outside Third Party (4)	NA-0000145	Corporation	Active
Ozark Ridge Landfill, Inc.	71-0692520	Corporation	Active
P & R Environmental Industries, L.L.C.	04-3735653	Limited Liability Company	Active
Pacific Waste Management L.L.C.	98-0227312	Limited Liability Company	Active
Palmetto Seed Capital Fund	57-0889130	Trust	Active
Palo Alto Sanitation Company	94-1075858	Corporation	Active
Paper Recycling International, L.P.	36-3735699	Limited Partnership	Active
Pappy, Inc.	52-1561430	Corporation	Active
Peltz H.C., LLC	UK-0000100	Limited Liability Company	Active
Pen-Rob, Inc.	86-0504613	Corporation	Active
Pennwood Crossing, Inc.	22-2260307	Corporation	Active
Penuelas Valley Landfill, Inc.	66-0560251	Corporation	Active
People's Landfill, Inc.	38-3406998	Corporation	Active
Peterson Demolition, Inc.	41-1625867	Corporation	Active
Phoenix Resources, Inc.	23-2483102	Corporation	Active
Pine Grove Gas Development LLC	51-0372609	Limited Liability Company	Active
Pine Grove Landfill, Inc. (DE)	31-1509609	Corporation	Active
Pine Grove Landfill, Inc. (PA)	23-2388139	Corporation	Active
Pine Ridge Landfill, Inc.	76-0680343	Corporation	Active
Pine Tree Acres, Inc.	38-2544258	Corporation	Active
Plantation Oaks Landfill, Inc.	76-0638592	Corporation	Active
PPP Corporation	23-2146479	Corporation	Active
Prairie Bluff Landfill, Inc.	76-0638590	Corporation	Active
ProCentury Corporation	UK-0000026	Corporation	Active
Pulaski Grading, L.L.C.	76-0638043	Limited Liability Company	Active
Pullman-Hoffman, Inc.	34-0824706	Corporation	Active
Quail Hollow Landfill, Inc.	62-1727567	Corporation	Active
Questquill Limited	98-0221631	Corporation	Active

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
	25-1754371	Corporation	Active
R & B Landfill, Inc.	20-2587942	Limited Liability Company	Active
RAA Colorado, L.L.C.	39-2040612	Limited Liability Company	Active
RAA Trucking, LLC	NA-0000064	Corporation	Active
Rail Cycle North Ltd.	04-3044820	Corporation	Active
RCI Hudson, Inc.	41-0992714	Corporation	Active
RE-CY-CO, Inc.	76-0503271	Limited Partnership	Active
RECO Ventures, L.P.	04-3735636	Limited Liability Company	Active
Recycle America Co., L.L.C.	72-1541913	Corporation	Active
Recycle America Holdings, Inc.	94-1443150	Corporation	Active
Redwood Landfill, Inc.	59-1098850	Corporation	Active
Refuse Services, Inc.	88-0094235	Corporation	Active
Refuse, Inc.	36-4124520	Corporation	Active
REI Holdings Inc.	73-1654400	Limited Liability Company	Active
Reliable Landfill, L.L.C.	62-1421307	Corporation	Active
Remote Landfill Services, Inc.	88-0087833	Corporation	Active
Reno Disposal Co.	20-0584193	Limited Liability Company	Active
Resco Holdings L.L.C.	04-3044833	Corporation	Active
Resource Control Composting, Inc.	04-2655361	Corporation	Active
Resource Control, Inc.	59-2376090	Corporation	Active
Reuter Recycling of Florida, Inc.	58-1708996	Corporation	Active
Richland County Landfill, Inc.	59-3048697	Limited Partnership	Active
Ridge Generating Station Limited Partnership	56-2124210	Limited Liability Company	Active
Riegel Ridge, LLC	93-0724856	Corporation	Active
Riverbend Landfill Co.	76-0325383	Corporation	Active
Rolling Meadows Landfill, Inc.	16-1353118	Corporation	Active
RRT Design & Construction Corp.	16-1409567	Corporation	Active
RRT Empire of Monroe County, Inc.	58-1924102	Corporation	Active
RTS Landfill, Inc.	63-1081016	Corporation	Active
Rust Engineering & Construction Inc.	NA-0000162	Corporation	Active
Rust Engineering (Thailand) Ltd	63-1081055	Corporation	Active
Rust International Inc.	76-0404581	Limited Partnership	Active
S & J Landfill Limited Partnership	58-1858013	Corporation	Active
S & S Grading, Inc.	22-2976860	Corporation	Active
S. V. Farming Corp.	76-0419331	Corporation	Active
Sanifill de Mexico (US), Inc.	NA-0000070	Corporation	Active
Sanifill de Mexico, S.A. de C.V.	66-0523526	Corporation	Active
Sanifill of San Juan, Inc.	76-0496422	Corporation	Active
Sanifill Power Corporation			

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
SC Holdings, Inc.	36-2898300	Corporation	Active
Serubam Servicos Urbanos E Ambientais Ltda	NA-0000077	Corporation	Active
SES Bridgeport L.L.C.	36-4057298	Limited Liability Company	Active
SES Connecticut Inc.	02-0390443	Corporation	Active
Shade Landfill, Inc.	23-2886198	Corporation	Active
Sierra Estrella Landfill, Inc.	86-0717293	Corporation	Active
Smyrna Landfill, Inc.	25-1562752	Corporation	Active
Southern Alleghenies Landfill, Inc.	25-1249160	Corporation	Active
Southern One Land Corporation	72-1534481	Corporation	Active
Southern Plains Landfill, Inc.	73-1384828	Corporation	Active
Southern Waste Services, L.L.C.	61-1342585	Limited Liability Company	Active
Spruce Ridge, Inc.	41-1591957	Corporation	Active
Stony Hollow Landfill, Inc.	76-0638597	Corporation	Active
Storey County Sanitation, Inc.	88-0264671	Corporation	Active
Suburban Landfill, Inc.	76-0638596	Corporation	Active
Texarkana Landfill, L.L.C.	30-0239245	Limited Liability Company	Active
The Peltz Group of Ohio LLC	39-1977904	Limited Liability Company	Active
The Peltz Group, LLC	05-0545181	Limited Liability Company	Active
The Waste Management Charitable Foundation	04-3073733	Not For Profit Corporation	Active
The Woodlands of Van Buren, Inc.	36-3791221	Corporation	Active
TNT Sands, Inc.	57-0937314	Corporation	Active
Trail Ridge Landfill, Inc.	36-3667296	Corporation	Active
Trans-Canadian Fibers Inc.	NA-0000172	Corporation	Active
Transamerican Waste Central Landfill, Inc.	76-0463386	Corporation	Active
Transamerican Waste Industries Southeast, Inc.	76-0438549	Corporation	Active
Trash Hunters, Inc.	64-0852590	Corporation	Active
Tri-City Recycling & Disposal Facility Trust	59-6977579	Trust	Active
Tri-County Sanitary Landfill, L.L.C.	20-0937658	Limited Liability Company	Active
TX Newco, L.L.C.	61-1468715	Limited Liability Company	Active
United Waste Systems Leasing, Inc.	38-3324143	Corporation	Active
United Waste Systems of Gardner, Inc.	04-3320949	Corporation	Active
USA South Hills Landfill, Inc.	25-1139448	Corporation	Active
USA Valley Facility, Inc.	23-2886199	Corporation	Active
USA Waste Geneva Landfill, Inc.	34-1802751	Corporation	Active
USA Waste Industrial Services, Inc.	76-0555049	Corporation	Active
USA Waste Landfill Operations and Transfer, Inc.	76-0435557	Corporation	Active
USA Waste of California, Inc.	68-0306154	Corporation	Active
USA Waste of New York City, Inc	11-3301809	Corporation	Active

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
	74-2921886	Limited Liability Company	Active
USA Waste of Pennsylvania, LLC	76-0322548	Corporation	Active
USA Waste of Texas Landfills, Inc.	58-1932248	Corporation	Active
USA Waste of Virginia Landfills, Inc.	91-2155334	Corporation	Active
USA Waste San Antonio Landfill, Inc.	56-1982455	Corporation	Active
USA Waste Services North Carolina Landfills, Inc.	76-0655629	Corporation	Active
USA Waste Services of Nevada, Inc.	11-3301808	Corporation	Active
USA Waste Services of NYC, Inc.	13-3853086	Limited Liability Company	Active
USA Waste-Management Resources, LLC	04-3735654	Limited Liability Company	Active
USA-Crinc, L.L.C.	04-3320948	Corporation	Active
UWS Barre, Inc.	95-2090787	Corporation	Active
Valley Garbage and Rubbish Company, Inc.	38-6599129	Trust	Active
Venice Park Development Co., Inc. Recycling & Disposal Facility Ti	45-0435644	Corporation	Active
Vern's Refuse Service, Inc.	22-3842831	Limited Liability Company	Active
VFB, LLC	UK-0000023	Corporation	Active
VHG, Inc.	31-1153176	Corporation	Active
Vickery Environmental, Inc.	41-1734827	Corporation	Active
Voyageur Disposal Processing, Inc.	51-0281233	Corporation	Active
Wamer Company	34-1043478	Corporation	Active
Wamer Hill Development Company	63-0898842	Corporation	Active
Waste Away Group, Inc.	86-0583003	Corporation	Active
Waste Management Arizona Landfills, Inc.	26-0076809	Limited Liability Company	Active
Waste Management Buckeye, L.L.C.	75-2979395	Limited Partnership	Active
Waste Management Canadian Finance LP	95-2621587	Corporation	Active
Waste Management Collection and Recycling, Inc.	84-1004487	Corporation	Active
Waste Management Disposal Services of Colorado, Inc.	01-0392888	Corporation	Active
Waste Management Disposal Services of Maine, Inc.	35-2898301	Corporation	Active
Waste Management Disposal Services of Maryland, Inc.	04-2320990	Corporation	Active
Waste Management Disposal Services of Massachusetts, Inc.	36-3548405	Corporation	Active
Waste Management Disposal Services of Oregon, Inc.	23-1655318	Corporation	Active
Waste Management Disposal Services of Pennsylvania, Inc.	36-3791008	Corporation	Active
Waste Management Disposal Services of Virginia, Inc.	98-0356001	Limited Liability Company	Active
Waste Management Environmental Services B.V.	36-4200855	Corporation	Active
Waste Management Financing Corporation	36-2660763	Corporation	Active
Waste Management Holdings, Inc.	59-1094518	Corporation	Active
Waste Management Inc. of Florida	81-0640497	Limited Liability Company	Active
Waste Management Indycoke, L.L.C.	NA-0000096	Limited Liability Company	Active
Waste Management International B.V.	NA-0000097	Limited Partnership	Active
Waste Management International plc			

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
Waste Management International Services Limited	98-0336025	Corporation	Active
Waste Management International, Inc.	36-3255004	Corporation	Active
Waste Management International, Ltd.	NA-0000099	Limited Liability Company	Active
Waste Management Municipal Services of California, Inc.	77-0151385	Corporation	Active
Waste Management National Services, Inc.	76-0686861	Corporation	Active
Waste Management New England Environmental Transport, Inc.	04-3509618	Corporation	Active
Waste Management of Alameda County, Inc.	94-0727420	Corporation	Active
Waste Management of Alaska, Inc.	91-1879241	Corporation	Active
Waste Management of Arizona, Inc.	86-0198265	Corporation	Active
Waste Management of Arkansas, Inc.	04-2814811	Corporation	Active
Waste Management of California, Inc.	95-1735737	Corporation	Active
Waste Management of Canada Corporation	NA-0000021	Corporation	Active
Waste Management of Carolinas, Inc.	56-0731307	Corporation	Active
Waste Management of Colorado, Inc.	84-0523684	Corporation	Active
Waste Management of Connecticut, Inc.	06-1485581	Corporation	Active
Waste Management of Delaware, Inc.	51-0094505	Corporation	Active
Waste Management of Five Oaks Recycling and Disposal Facility, I	37-1035820	Corporation	Active
Waste Management of Georgia, Inc.	36-3319554	Corporation	Active
Waste Management of Hawaii, Inc.	76-0638599	Corporation	Active
Waste Management of Idaho, Inc.	82-0364976	Corporation	Active
Waste Management of Illinois Holdings, L.L.C.	61-1466503	Limited Liability Company	Active
Waste Management of Illinois, Inc.	36-2660859	Corporation	Active
Waste Management of Indiana Holdings One, Inc.	36-4039079	Corporation	Active
Waste Management of Indiana Holdings Two, Inc.	36-4059574	Corporation	Active
Waste Management of Indiana, L.L.C.	36-4071447	Limited Liability Company	Active
Waste Management of Iowa, Inc.	42-0824220	Corporation	Active
Waste Management of Kansas, Inc.	48-0634806	Corporation	Active
Waste Management of Kentucky Holdings, Inc.	36-4059575	Corporation	Active
Waste Management of Kentucky L.L.C.	36-4035849	Limited Liability Company	Active
Waste Management of Leon County, Inc.	36-3319565	Corporation	Active
Waste Management of Louisiana Holdings One, Inc.	36-4142119	Corporation	Active
Waste Management of Louisiana, L.L.C.	36-4119910	Limited Liability Company	Active
Waste Management of Maine, Inc.	01-0267739	Corporation	Active
Waste Management of Maryland, Inc.	52-0250430	Corporation	Active
Waste Management of Massachusetts, Inc.	04-2535063	Corporation	Active
Waste Management of Metro Atlanta, Inc.	58-1937966	Corporation	Active
Waste Management of Michigan, Inc.	38-1214786	Corporation	Active
Waste Management of Minnesota, Inc.	36-2698820	Corporation	Active

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
	36-3005295	Corporation	Active
Waste Management of Mississippi, Inc.	43-0992367	Corporation	Active
Waste Management of Missouri, Inc.	36-3564773	Corporation	Active
Waste Management of Montana, Inc.	36-3469702	Corporation	Active
Waste Management of Nebraska, Inc.	88-0394159	Corporation	Active
Waste Management of Nevada, Inc.	04-2482447	Corporation	Active
Waste Management of New Hampshire, Inc.	36-3700143	Corporation	Active
Waste Management of New Jersey, Inc.	85-0229020	Corporation	Active
Waste Management of New Mexico, Inc.	36-4206797	Limited Liability Company	Active
Waste Management of New York, L.L.C.	36-3798294	Corporation	Active
Waste Management of North Dakota, Inc.	25-1573264	Corporation	Active
Waste Management of Ohio, Inc.	73-0685975	Corporation	Active
Waste Management of Oklahoma, Inc.	93-0612655	Corporation	Active
Waste Management of Oregon, Inc.	20-2926331	Limited Liability Company	Active
Waste Management of Pennsylvania Gas Recovery, L.L.C.	25-1232336	Corporation	Active
Waste Management of Pennsylvania, Inc.	76-0722971	Limited Liability Company	Active
Waste Management of Plainfield, L.L.C.	36-3668109	Corporation	Active
Waste Management of Rhode Island, Inc.	36-2935124	Corporation	Active
Waste Management of South Carolina, Inc.	46-0348394	Corporation	Active
Waste Management of South Dakota, Inc.	43-1976001	Corporation	Active
Waste Management of Texas Holdings, Inc.	75-1223528	Corporation	Active
Waste Management of Texas, Inc.	20-0552458	Limited Partnership	Active
Waste Management of Texas, L.P.	64-0869334	Corporation	Active
Waste Management of Tunica Landfill, Inc.	87-0302156	Corporation	Active
Waste Management of Utah, Inc.	25-1578667	Corporation	Active
Waste Management of Virginia, Inc.	36-3846342	Corporation	Active
Waste Management of Washington, Inc.	36-3553198	Corporation	Active
Waste Management of West Virginia, Inc.	39-0967466	Corporation	Active
Waste Management of Wisconsin, Inc.	36-3828554	Corporation	Active
Waste Management of Wyoming, Inc.	36-3726719	Corporation	Active
Waste Management Paper Stock Company, Inc.	36-3220911	Corporation	Active
Waste Management Partners, Inc.	36-3761543	Corporation	Active
Waste Management Plastic Products, Inc.	76-0695141	Corporation	Active
Waste Management Quebec Holdings, Inc.	95-2370376	Corporation	Active
Waste Management Recycling and Disposal Services of California,	04-3735640	Limited Liability Company	Active
Waste Management Recycling of New Jersey, L.L.C.	43-1970495	Limited Liability Company	Active
Waste Management Security, L.L.C.	76-0659309	Corporation	Active
Waste Management Service Center, Inc.	NA-0000101	Corporation	Active
Waste Management Services AG			

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
Waste Management South America B.V.	NA-0000102	Limited Liability Company	Active
Waste Management Technology Center, Inc.	36-3519385	Corporation	Active
Waste Management Thailand B.V.	98-0204718	Limited Liability Company	Active
Waste Management, Inc.	73-1309529	Corporation	Active
Waste Management, Inc. of Tennessee	36-2935128	Corporation	Active
Waste Resources of Tennessee, Inc.	54-0838353	Corporation	Active
Waste Services of Kentucky, L.L.C.	94-3429202	Limited Liability Company	Active
Waste to Energy Holdings, Inc.	76-0652923	Corporation	Active
Waste to Energy I, LLC	02-0519035	Limited Liability Company	Active
Waste to Energy II, LLC	02-0519036	Limited Liability Company	Active
Wastech Inc.	93-0936732	Corporation	Active
WESI Baltimore Inc.	02-0357495	Corporation	Active
WESI Capital Inc.	36-3861933	Corporation	Active
WESI Peekskill Inc.	02-0363274	Corporation	Active
WESI Westchester Inc.	02-0360305	Corporation	Active
Westchester Resco Associates, L.P.	02-0367753	Limited Partnership	Active
Western One Land Corporation	76-0688224	Corporation	Active
Western Waste Industries	95-1946054	Corporation	Active
Western Waste of Texas, L.L.C.	30-0239250	Limited Liability Company	Active
Westside Recycling & Disposal Facility Trust	59-6977578	Trust	Active
Westside Recycling & Disposal Facility Trust (Type III Site)	UK-0000024	Trust	Active
Wheelabrator Baltimore L.L.C.	36-4057301	Limited Liability Company	Active
Wheelabrator Baltimore, L.P.	36-4057307	Limited Partnership	Active
Wheelabrator Bridgeport, L.P.	36-4057309	Limited Partnership	Active
Wheelabrator Cedar Creek Inc.	02-0443870	Corporation	Active
Wheelabrator Claremont Company, L.P.	02-0390003	Limited Partnership	Active
Wheelabrator Concord Company, L.P.	02-0394017	Limited Partnership	Active
Wheelabrator Concord Inc.	02-0393450	Corporation	Active
Wheelabrator Connecticut Inc.	36-3908786	Corporation	Active
Wheelabrator Culm Services Inc.	02-0442574	Corporation	Active
Wheelabrator Environmental Systems Inc.	02-0412779	Corporation	Active
Wheelabrator Falls Inc.	04-3024782	Corporation	Active
Wheelabrator Frackville Energy Company Inc.	02-0393452	Corporation	Active
Wheelabrator Frackville Properties Inc.	04-3100742	Corporation	Active
Wheelabrator Fuel Services Inc.	02-0442576	Corporation	Active
Wheelabrator Gloucester Company, L.P.	02-0396724	Limited Partnership	Active
Wheelabrator Gloucester Inc.	02-0391501	Corporation	Active
Wheelabrator Guam Inc.	36-3926262	Corporation	Active

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
Wheelabrator Hudson Energy Company Inc.	04-3048379	Corporation	Active
Wheelabrator Hudson Falls L.L.C.	72-1541910	Limited Liability Company	Active
Wheelabrator Land Resources Inc.	04-3036313	Corporation	Active
Wheelabrator Lassen Inc.	36-3926261	Corporation	Active
Wheelabrator Lisbon Inc.	61-1167063	Corporation	Active
Wheelabrator Martell Inc.	36-4051558	Corporation	Active
Wheelabrator McKay Bay Inc.	36-3240315	Corporation	Active
Wheelabrator Millbury Inc.	02-0412788	Corporation	Active
Wheelabrator New Hampshire Inc.	02-0390002	Corporation	Active
Wheelabrator New Jersey Inc.	02-0391598	Corporation	Active
Wheelabrator NHC Inc.	02-0393448	Corporation	Active
Wheelabrator North Andover Inc.	36-3062971	Corporation	Active
Wheelabrator North Broward Inc.	04-3030218	Corporation	Active
Wheelabrator North Shore Inc.	02-0416066	Corporation	Active
Wheelabrator Norwalk Energy Company Inc.	02-0395269	Corporation	Active
Wheelabrator Penacook Inc.	02-0393449	Corporation	Active
Wheelabrator Pinellas Inc.	36-3110153	Corporation	Active
Wheelabrator Polk Inc.	36-3820155	Corporation	Active
Wheelabrator Putnam Inc.	36-3908789	Corporation	Active
Wheelabrator Ridge Energy Inc.	36-3820153	Corporation	Active
Wheelabrator Saugus Inc.	13-2740971	Corporation	Active
Wheelabrator Saugus, J.V.	04-2530905	Joint Venture	Active
Wheelabrator Shasta Energy Company Inc.	02-0395274	Corporation	Active
Wheelabrator Sherman Energy Company, G.P.	02-0390349	General Partnership	Active
Wheelabrator Sherman Station L.L.C.	76-0743287	Limited Liability Company	Active
Wheelabrator Sherman Station One Inc.	02-0390312	Corporation	Active
Wheelabrator South Broward Inc.	02-0410154	Corporation	Active
Wheelabrator Spokane Inc.	02-0416522	Corporation	Active
Wheelabrator Technologies Inc.	22-2678047	Corporation	Active
Wheelabrator Technologies International Inc.	36-3955264	Corporation	Active
Wheelabrator Westchester, L.P.	02-0367751	Limited Partnership	Active
White Lake Landfill, Inc.	38-1889893	Corporation	Active
Williams Landfill, L.L.C.	61-1342579	Limited Liability Company	Active
Willow Oak Landfill, LLC	20-1457518	Limited Liability Company	Active
WM Arizona Operations, L.L.C.	32-0112690	Limited Liability Company	Active
WM Energy Solutions, Inc.	76-0695139	Corporation	Active
WM Healthcare Solutions, Inc.	20-3483524	Corporation	Active
WM Hurricane Katrina Employee Support Fund, Inc.	11-3758170	Not For Profit Corporation	Active

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	Status
WM Illinois Renewable Energy, L.L.C.	45-0512000	Limited Liability Company	Active
WM International Holdings, Inc.	76-0607203	Corporation	Active
WM International Services (UK) Limited	NA-0000098	Corporation	Active
WM Landfills of Georgia, Inc.	76-0638601	Corporation	Active
WM Landfills of Ohio, Inc.	31-1509696	Corporation	Active
WM Landfills of Tennessee, Inc.	62-1462526	Corporation	Active
WM Los Angeles RFP, LLC		Limited Liability Company	Active
WM Partnership Holdings, Inc.	36-3974344	Corporation	Active
WM Recycle America, L.L.C.	72-1541911	Limited Liability Company	Active
WM Renewable Energy, L.L.C.	45-0511978	Limited Liability Company	Active
WM Resources, Inc.	25-1536159	Corporation	Active
WM Security Services, Inc.	20-3714754	Corporation	Active
WM Services SA	NA-0000108	Corporation	Active
WM Tontitown Landfill, LLC	72-1541909	Limited Liability Company	Active
WMI Medical Services of Indiana, Inc.	35-1724992	Corporation	Active
WMI Mexico Holdings, Inc.	36-3912290	Corporation	Active
WMNA Container Recycling, L.L.C.	04-3735649	Limited Liability Company	Active
WMSALSA, Inc.	20-2580150	Not For Profit Corporation	Active
WMST Illinois, L.L.C.	94-3423874	Limited Liability Company	Active
Woodland Meadows Recycling & Disposal Facility Trust	UK-0000025	Trust	Active
WTI Air Pollution Control Inc.	35-4110833	Corporation	Active
WTI Financial L.L.C.	20-0584237	Limited Liability Company	Active
WTI International Holdings Inc.	36-3908839	Corporation	Active
WTI Rust Holdings Inc.	02-0351425	Corporation	Active

**J-5 Performance Bond dated  
November 29, 2007**

J-5

RECEIVED  
CITY OF OAKLAND  
PUBLIC WORKS AGENCY  
ENVIRONMENTAL SERVICES



**CHUBB GROUP OF INSURANCE COMPANIES**  
**A DIVISION OF FEDERAL INSURANCE COMPANY**

1330 Post Oak Boulevard, Suite 2400, Houston, Texas 77056-3031  
Phone: (713) 297-4600 / Facsimile: (713) 297-4665

EXTENSION CERTIFICATE

To Be Filed With The Oblige

To be attached to and form a part of Bond No. 8203-80-35

Executed by Federal Insurance Company as Surety

Principal: **Waste Management of Alameda County, Inc.**  
Obligee: **City of Oakland**  
Description: **Collect, Transport, Process or Dispose of Municipal Solid Waste,  
Yard Waste, Recycling and Organics for the City of Oakland**  
In the Sum of: **Thirty Seven Million and NO/100—(\$37,000,000.00)**  
Bond Dated: **November 22, 2005**

Said Principal and said Surety hereby agree that the term of said bond is extended from December 1, 2007 to November 30, 2008 subject to all other provisions, conditions and limitations of said bond upon the express condition that the Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the sum of \$37,000,000.00.

In witness whereof, the said Principal and said Surety have signed this certificate this 9th day of November, 2007.

Waste Management of Alameda County, Inc.  
Principal

By: Maria D. Zuniga  
Maria D. Zuniga, Attorney-in-fact

Federal Insurance Company  
Surety

By: Mary Ann Garcia  
Mary Ann Garcia, Attorney-in-Fact

## ACKNOWLEDGMENT OF PRINCIPAL

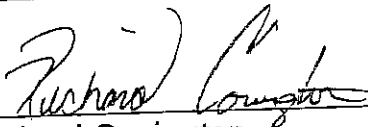
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public, on this day personally appeared Maria D. Zuniga known to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact for Waste Management of Alameda County, Inc. and acknowledged to me that he/she subscribed the name of Waste Management of Alameda County, Inc. thereto as Principal and his/her own name as attorney-in-fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office the 9th day of November, 2007.



  
Richard Covington  
Notary Public, State of Texas  
Expiration Date 09/11/2011

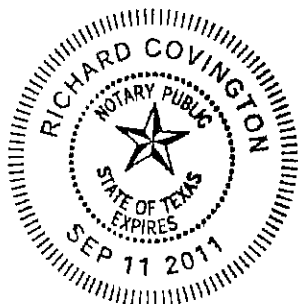
## ACKNOWLEDGMENT OF SURETY

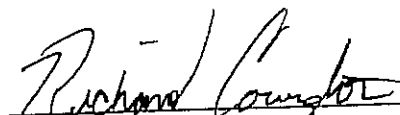
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public, on this day personally appeared Mary Ann Garcia known to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact for Federal Insurance Company and acknowledged to me that he/she subscribed the name of Federal Insurance Company thereto as Surety and his/her own name as attorney-in-fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office the 9th day of November, 2007.



  
Richard Covington  
Notary Public, State of Texas  
Expiration Date 09/11/2011



Chubb  
Surety

POWER  
OF  
ATTORNEY

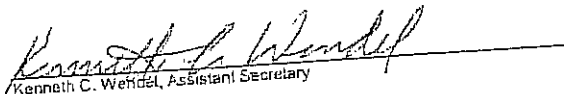
Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

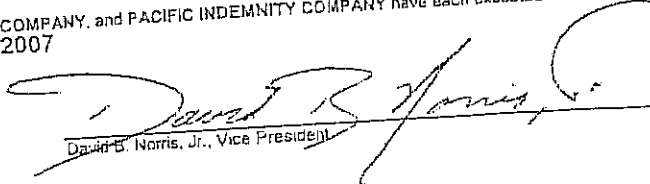
Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

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 Marc W. Boots, Francine Butler, Richard Covington, Mary Ann Garcia, Joy Hajovsky, Misty Koslosky, Vickie Lacy, P. T. Osburn, Stephen R. Smith and Maria D. Zuniga 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 17th day of September, 2007

  
Kenneth C. Wendel, Assistant Secretary

  
David B. Norris, Jr., Vice President

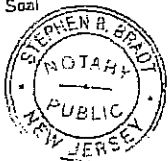
STATE OF NEW JERSEY  
County of Somerset

ss.

On this 17th day of September, 2007

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



STEPHEN B. BRADT  
Notary Public, State of New Jersey  
No. 2321097  
Commission Expires Oct. 25, 2009

  
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

- the foregoing extract of the By-Laws of the Companies is true and correct,
- 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
- 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

*September 9, 2007*



  
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 Marc W. Boots, Richard Covington, Mark W. Edwards II, Mary Ann Garcia, Leslie K. Hudgens, Christopher M. Muscolino, P.T. Osburn, Stephen R. Smith and Maria D. Zuniga of McGriff, Seibels & Williams of Texas, 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:

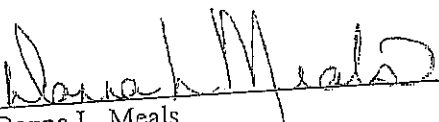
1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors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

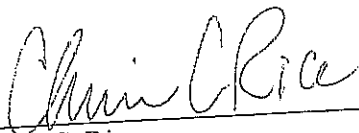
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding 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 9th day of November, 2007.

Witness:

  
Donna L. Meals  
Director, Financial Assurance

Waste Management, Inc.

  
Cherie C. Rice  
Vice President, Finance and Treasurer

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
019726 Alberta Ltd.	NA-0000168	Corporation	Alberta
329409 Ontario Inc.	NA-0000001	Corporation	Ontario
3368084 Canada Inc.	NA-0000003	Corporation	Canada
335952 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
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
American RRT Fiber Supply, L.P.	23-2790769	Limited Partnership	Pennsylvania
Anderson Landfill, Inc.	76-0590137	Corporation	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.	95-3344381	Corporation	California
Arden Landfill, Inc.	25-1249512	Corporation	Pennsylvania
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
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
Bayside of Marion, Inc.	22-3479629	Corporation	Florida
Beecher Development Company	36-3381285	Joint Venture	Illinois
Bestan Inc.	NA-0000017	Corporation	Quebec
Big Dipper Enterprises, Inc.	45-0325454	Corporation	North Dakota
Bio-Energy Partners	36-3500224	General Partnership	Illinois
Bluegrass Containment, L.L.C.	76-0641298	Limited Liability Company	Delaware
Brazoria County Recycling Center, Inc.	76-0160311	Corporation	Texas
Burnsville Sanitary Landfill, Inc.	41-1882463	Corporation	Minnesota
C&C Disposal, LLC	20-1289317	Limited Liability Company	Georgia
C.I.D. Landfill, Inc.	16-1091396	Corporation	New York
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
CAP/CRA, L.L.C.	52-2137376	Limited Liability Company	Illinois
Capital Sanitation Company	88-0121888	Corporation	Nevada
Capitol Disposal, Inc.	76-0638591	Corporation	Alaska
Carolina Grading, Inc.	57-0923608	Corporation	South Carolina
Carver Transfer & Processing, LLC	41-1767917	Limited Liability Company	Minnesota
Cedar Ridge Landfill, Inc.	62-1727570	Corporation	Delaware
Central Disposal Systems, Inc.	42-0995450	Corporation	Iowa
Central Missouri Landfill, Inc.	43-1397423	Corporation	Missouri
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 Asia	NA-0000159	Corporation	Hong Kong
Chambers of Georgia, Inc.	58-2397639	Corporation	Delaware
Chambers of Hong Kong, Inc.	NA-0000156	Corporation	Hong Kong
Chambers of Mississippi, Inc.	25-1628285	Corporation	Mississippi

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Chastang Landfill, Inc.	76-0638602	Corporation	Delaware
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
Chemical Waste Management, Inc.	36-2989152	Corporation	Delaware
Chesser Island Road Landfill, Inc.	58-2364490	Corporation	Georgia
City Disposal Systems, Inc.	38-3407001	Corporation	Delaware
City Environmental Services, Inc. of Waters	38-3020069	Corporation	Michigan
City Environmental, Inc.	38-3407576	Corporation	Delaware
City Management Corporation	38-2056600	Corporation	Michigan
Cleburne Landfill Company Corp.	59-3069374	Corporation	Alabama
Coast Waste Management, Inc.	95-2557952	Corporation	California
Colorado Landfill, Inc.	76-0639312	Corporation	Delaware
Connecticut Valley Sanitary Waste Disposal, Inc.	76-0639312	Corporation	Massachusetts
Conservation Services, Inc.	04-2796580	Corporation	Colorado
Container Recycling Alliance, LLC	84-0915035	Corporation	Delaware
Continental Waste Industries Arizona, Inc.	20-5037719	Limited Liability Company	New Jersey
Corporate Housing Initiatives II Limited Partnership	22-3146904	Corporation	Delaware
Coshocton Landfill, Inc.	52-1854657	Limited Partnership	Ohio
Cougar Landfill, Inc.	31-1214800	Corporation	Texas
Countryside Landfill, Inc.	76-0211843	Corporation	Illinois
Cuyahoga Landfill, Inc.	36-2838336	Corporation	Delaware
CWM Chemical Services, L.L.C.	76-0680495	Corporation	Delaware
Dafer Sanitary Landfill, Inc.	36-4203347	Limited Liability Company	Michigan
Dauphin Meadows, Inc.	38-2754804	Corporation	Pennsylvania
Deep Valley Landfill, Inc.	23-2390183	Corporation	Delaware
Deer Track Park Landfill, Inc.	23-2886200	Corporation	Delaware
Del Almo Landfill, L.L.C.	39-1802678	Corporation	Delaware
Deland Landfill, Inc.	74-3055347	Limited Liability Company	Delaware
Delaware Recyclable Products, Inc.	76-0590138	Corporation	Delaware
Dickinson Landfill, Inc.	51-0334417	Corporation	Delaware
Disposal Service, Incorporated	76-0325384	Corporation	Delaware
Dominium Opportunity Fund, A California Limited Partnership	55-0618479	Corporation	West Virginia
Donahue/JRP Asia Pacific Ltd	95-4507794	Limited Partnership	California
E.C. Waste, Inc.	95-4507794	Corporation	Hong Kong
Earthmovers Landfill, L.L.C.	NA-0000163	Corporation	Puerto Rico
East Liverpool Landfill, Inc.	66-0523535	Corporation	Delaware
Eastern One Land Corporation	61-1342591	Limited Liability Company	Delaware
ecycling Services, L.L.C.	34-1637446	Corporation	Ohio
El Coqui Landfill Company, Inc.	75-0695122	Corporation	Delaware
El Coqui Waste Disposal, Inc.	38-3684879	Limited Liability Company	Delaware
ELDA Landfill, Inc.	66-0555785	Corporation	Puerto Rico
Elk River Landfill, Inc.	76-0480500	Corporation	Delaware
Envirofil of Illinois, Inc.	76-0639272	Corporation	Delaware
Evergreen Landfill, Inc.	41-1283941	Corporation	Minnesota
Evergreen National Indemnity Company	37-0957555	Corporation	Illinois
Evergreen Recycling and Disposal Facility, Inc.	76-0472693	Corporation	Delaware
Farmer's Landfill, Inc.	UK-0000142	Corporation	Ohio
Feather River Disposal, Inc.	76-0638587	Corporation	Delaware
Fernley Disposal, Inc.	43-0863680	Corporation	Missouri
Front Range Landfill, Inc.	06-1479349	Corporation	California
G.I. Industries	94-3423947	Corporation	Nevada
GA Landfills, Inc.	76-0479974	Corporation	Delaware
	87-0430285	Corporation	Utah
	58-2293782	Corporation	Delaware

# Affiliate Entity Report

	Active Legal Entities		State of Incorporation
ame	Federal ID No.	Entity Type	
	31-1509605	Corporation	Delaware
allia Landfill, Inc.	52-1916417	Corporation	Maryland
arnet of Maryland, Inc.	20-1457460	Limited Liability Company	Georgia
ateway Transfer Station, LLC	NA-0000164	Corporation	Hong Kong
CP Engineering Ltd	58-1028526	Corporation	Georgia
Georgia Waste Systems, Inc.	NA-0000033	Corporation	Quebec
estion Des Rebutis D.M.P. Inc.	20-2098765	Limited Liability Company	Delaware
Giordano Recycling, L.L.C.	38-2065407	Corporation	Michigan
ien's Sanitary Landfill, Inc.	23-2049337	Corporation	Pennsylvania
Grand Central Sanitary Landfill, Inc.	NA-0000039	Corporation	Mexico
Grupo WMX, S.A. De C.V.	77-0398278	Not For Profit Corporation	California
Guadalupe Mines Mutual Water Company	95-2746842	Corporation	California
Guadalupe Rubbish Disposal Co., Inc.	36-4149976	Limited Partnership	Delaware
Guam Resource Recovery Partners, L.P.	41-1704537	Corporation	Minnesota
Ham Lake Haulers, Inc.	59-1219741	Corporation	Florida
Harris Sanitation, Inc.	52-1637402	Corporation	Maryland
Harwood Landfill, Inc.	NA-0000040	Corporation	England
Hedco Landfill Limited	93-0760239	Corporation	Oregon
Hillsboro Landfill Inc.	04-2481863	Corporation	Massachusetts
Holyoke Sanitary Landfill, Inc.	61-1342588	Limited Liability Company	Delaware
IN Landfills, L.L.C.	88-0126699	Corporation	Nevada
Independent Sanitation Company	45-0410330	Corporation	North Dakota
Jahner Sanitation, Inc.	61-1342592	Limited Liability Company	Delaware
Jay County Landfill, L.L.C.	NA-0000044	Corporation	England
JFS (UK) Limited	61-1342583	Limited Liability Company	Delaware
Jones Sanitation, L.L.C.	38-2504167	Corporation	Michigan
K and W Landfill Inc.	43-1682575	Corporation	Missouri
Kahle Landfill, Inc.	59-2044226	Corporation	Florida
Keene Road Landfill, Inc.	25-1696669	Corporation	Pennsylvania
Kelly Run Sanitation, Inc.	NA-0000045	Corporation	British Columi
Key Disposal Ltd.	34-1783428	Limited Partnership	Ohio
KeyCorp Investment Limited Partnership	54-1632805	Corporation	Virginia
King George Landfill, Inc.	84-1492401	Corporation	Delaware
L&M Landfill, Inc.	95-4357859	Limited Partnership	California
La Quinta Medical/Commercial Plaza, Ltd.	36-3730138	Limited Partnership	Delaware
Lakeville Recycling, L.P.	36-3640284	Corporation	Delaware
Land Reclamation Company, Inc.	20-5908782	Limited Liability Company	Delaware
Land South Holdings, LLC	76-0638593	Corporation	Delaware
Landfill of Pine Ridge, Inc.	55-0731302	Corporation	West Virginia
Landfill Services of Charleston, Inc.	25-1640583	Corporation	Pennsylvania
Laurel Highlands Landfill, Inc.	55-0673745	Corporation	West Virginia
LCS Services, Inc.	61-1342590	Limited Liability Company	Delaware
Liberty Landfill, L.L.C.	36-4163829	Not For Profit Corporation	New Hampsh
Liberty Lane West Owners' Association	95-2779930	Corporation	California
Liquid Waste Management, Inc.	59-3598129	Corporation	Florida
Longleaf C&D Disposal Facility, Inc.	36-4551803	Limited Liability Company	Delaware
Longmont Landfill, L.L.C.	36-3790528	Limited Partnership	Illinois
M.S.T.S. Limited Partnership	36-3542321	Corporation	Delaware
M.S.T.S., Inc.	34-1047662	Corporation	Ohio
Mahoning Landfill, Inc.	22-1406583	Corporation	New Jersey
Marangi Bros., Inc.	04-3117495	Corporation	Massachusetts
Mass Gravel Inc.	74-1532790	Corporation	Texas
Mc Ginnes Industrial Maintenance Corporation			

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
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
Midwest One Land Corporation	20-0606093	Corporation	Delaware
Minneapolis Refuse, Incorporated	41-0972178	Corporation	Minnesota
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
Mountain Indemnity International Limited	NA-0000053	Corporation	Ireland
Mountainview Landfill, Inc. (MD)	25-1538716	Corporation	Maryland
Mountainview Landfill, Inc. (UT)	76-0548746	Corporation	Utah
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 Landfill, L.L.C.	76-0641312	Limited Liability Company	Delaware
New Orleans Landfill, L.L.C.	38-3699690	Limited Liability Company	Delaware
NHVT Energy Recovery Corporation	02-0390004	Corporation	New Hampsh
North America One Land Company, L.L.C.	20-0570245	Limited Liability Company	Delaware
Northwestern Landfill, Inc.	52-2023458	Corporation	Delaware
Nu-Way Live Oak Reclamation, Inc.	68-0236308	Corporation	Delaware
Oakridge Landfill, Inc.	25-1547187	Corporation	South Carolin
Oakwood Landfill, Inc.	57-0974474	Corporation	South Carolin
Okeechobee Landfill, Inc.	25-1628636	Corporation	Florida
Orange County Landfill, Inc.	25-1683729	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
Palo Alto Sanitation Company	94-1075868	Corporation	California
Paper Recycling International, L.P.	36-3735699	Limited Partnership	Delaware
Pappy, Inc.	52-1561430	Corporation	Maryland
Peltz H.C., LLC	UK-0000100	Limited Liability Company	Wisconsin
Pen-Rob, Inc.	86-0504613	Corporation	Arizona
Pennwood Crossing, Inc.	22-2260307	Corporation	Pennsylvania
Penueles 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. (DE)	31-1509609	Corporation	Delaware
Pine Grove Landfill, Inc. (PA)	23-2388139	Corporation	Pennsylvania
Pine Ridge Landfill, Inc.	76-0680343	Corporation	Delaware
Pine Tree Acres, Inc.	38-2544258	Corporation	Michigan
Plantation Oaks Landfill, Inc.	76-0638592	Corporation	Delaware
Polk Gas Producers, LLC	23-2146479	Limited Liability Company	Michigan
PPP Corporation	76-0638590	Corporation	Delaware
Prairie Bluff Landfill, Inc.	UK-0000026	Corporation	Delaware
ProCentury Corporation	76-0638043	Corporation	Ohio
Pulaski Grading, L.L.C.	34-0824706	Limited Liability Company	Delaware
Pullman-Hoffman, Inc.	62-1727567	Corporation	Ohio
Quail Hollow Landfill, Inc.		Corporation	Delaware

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
	98-0221631	Corporation	United Kingdom
Questquill Limited	25-1754371	Corporation	Georgia
& B Landfill, Inc.	20-2587942	Limited Liability Company	Colorado
AA Colorado, L.L.C.	39-2040612	Limited Liability Company	Wisconsin
AA Trucking, LLC	NA-0000064	Corporation	Ontario
ail Cycle North Ltd.	04-3044820	Corporation	Massachusetts
RCI Hudson, Inc.	41-0992714	Corporation	Minnesota
RE-CY-CO, Inc.	76-0503271	Limited Partnership	Delaware
RECO Ventures, L.P.	04-3735636	Limited Liability Company	Delaware
Recycle America Co., L.L.C.	72-1541913	Corporation	Delaware
Recycle America Holdings, Inc.	94-1443150	Corporation	Delaware
Redwood Landfill, Inc.	59-1098850	Corporation	Florida
Refuse Services, Inc.	88-0094235	Corporation	Nevada
Refuse, Inc.	36-4124520	Corporation	Delaware
REI Holdings Inc.	73-1654400	Limited Liability Company	Delaware
Reliable Landfill, L.L.C.	62-1421307	Corporation	Tennessee
Remote Landfill Services, Inc.	88-0087833	Corporation	Nevada
Reno Disposal Co.	20-0584193	Limited Liability Company	Delaware
Resco Holdings L.L.C.	04-3044833	Corporation	Massachusetts
Resource Control Composting, Inc.	04-2655361	Corporation	Massachusetts
Resource Control, Inc.	59-2376090	Corporation	Florida
Reuter Recycling of Florida, Inc.	58-1708996	Corporation	South Carolina
Richland County Landfill, Inc.	56-2124210	Limited Liability Company	North Carolina
Riegel Ridge, LLC	93-0724866	Corporation	Oregon
Riverband Landfill Co.	76-0325383	Corporation	Delaware
Rolling Meadows Landfill, Inc.	16-1353118	Corporation	Delaware
RRT Design & Construction Corp.	16-1409567	Corporation	New York
RRT Empire of Monroe County, Inc.	58-1924102	Corporation	Delaware
RTS Landfill, Inc.	63-1081016	Corporation	Delaware
Rust Engineering & Construction Inc.	NA-0000162	Corporation	Thailand
Rust Engineering (Thailand) Ltd	63-1081055	Corporation	Delaware
Rust International Inc.	76-0404581	Limited Partnership	Texas
S & J Landfill Limited Partnership	58-1858013	Corporation	West Virginia
S & S Grading, Inc.	22-2976860	Corporation	New Jersey
S. V. Farming Corp.	76-0419331	Corporation	Delaware
Sanifill de Mexico (US), Inc.	NA-0000070	Corporation	Mexico
Sanifill de Mexico, S.A. de C.V.	76-0496422	Corporation	Delaware
Sanifill Power Corporation	36-2898300	Corporation	Pennsylvania
SC Holdings, Inc.	NA-0000077	Corporation	Brazil
Serubam Servicios Urbanos E Ambientais Ltda	36-4057298	Limited Liability Company	Delaware
SES Bridgeport L.L.C.	02-0390443	Corporation	Delaware
SES Connecticut Inc.	23-2886198	Corporation	Delaware
Shade Landfill, Inc.	86-0717293	Corporation	Arizona
Sierra Estrella Landfill, Inc.	25-1562752	Corporation	Georgia
Smyrna Landfill, Inc.	25-1249160	Corporation	Pennsylvania
Southern Alleghenies Landfill, Inc.	72-1534481	Corporation	Delaware
Southern One Land Corporation	73-1384828	Corporation	Oklahoma
Southern Plains Landfill, Inc.	61-1342585	Limited Liability Company	Delaware
Southern Waste Services, L.L.C.	41-1591957	Corporation	Minnesota
Spruce Ridge, Inc.	76-0638597	Corporation	Delaware
Stony Hollow Landfill, Inc.	88-0264671	Corporation	Nevada
Storey County Sanitation, Inc.	76-0638596	Corporation	Delaware
Suburban Landfill, Inc.			

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Texarkana Landfill, L.L.C.	30-0239245	Limited Liability Company	Delaware
The Peltz Group of Ohio LLC	39-1977904	Limited Liability Company	Ohio
The Peltz Group, LLC	05-0545181	Limited Liability Company	Wisconsin
The Waste Management Charitable Foundation	04-3073733	Not For Profit Corporation	Delaware
The Woodlands of Van Buren, Inc.	36-3791221	Corporation	Delaware
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
Transamerican Waste Industries Southeast, Inc.	76-0438549	Corporation	Delaware
Trash Hunters, Inc.	64-0852590	Corporation	Mississippi
Tri-County Sanitary Landfill, L.L.C.	20-0937658	Limited Liability Company	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	Massachusetts
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 Industrial Services, Inc.	76-0555049	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 New York City, Inc.	11-3301809	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 San Antonio Landfill, Inc.	91-2155334	Corporation	Delaware
USA Waste Services of Nevada, Inc.	76-0656629	Corporation	Nevada
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	Massachusetts
Valley Garbage and Rubbish Company, Inc.	95-2090787	Corporation	California
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 Canadian Finance L.P.	75-2979395	Limited Partnership	Quebec
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	Massachusetts
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 Environmental Services B.V.	98-0356001	Limited Liability Company	Netherlands

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management Financing Corporation	36-4200855	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 B.V.	NA-0000096	Limited Liability Company	Netherlands
Waste Management International plc	NA-0000097	Limited Partnership	United Kingdom
Waste Management International Services Limited	98-0336025	Corporation	United Kingdom
Waste Management International, Inc.	36-3255004	Corporation	Delaware
Waste Management International, Ltd.	NA-0000099	Limited Liability Company	Bermuda
Waste Management Municipal Services of California, Inc.	77-0151385	Corporation	California
Waste Management National Services, Inc.	76-0686661	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
Waste Management of California, Inc.	95-1735737	Corporation	California
Waste Management of Canada Corporation	NA-0000021	Corporation	Nova Scotia
Waste Management of Canada Corporation	NA-0000021	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 Five Oaks Recycling and Disposal Facility,	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 Holdings, L.L.C.	61-1466503	Limited Liability Company	Delaware
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.	35-4142119	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

# Affiliate Entity Report

## Active Legal Entities

<i>Name</i>	<i>Federal ID No.</i>	<i>Entity Type</i>	<i>State of Incorporation</i>
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 Texas, L.P.	20-0552458	Limited Partnership	Delaware
Waste Management of Tunica Landfill, Inc.	64-0869334	Corporation	Mississippi
Waste Management of Utah, Inc.	87-0302156	Corporation	Utah
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 Paper Stock Company, Inc.	36-3726719	Corporation	Delaware
Waste Management Partners, Inc.	36-3220911	Corporation	Delaware
Waste Management Plastic Products, Inc.	36-3761543	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 Security, L.L.C.	43-1970495	Limited Liability Company	Delaware
Waste Management Service Center, L.P.	20-4017694	Limited Partnership	Delaware
Waste Management South America B.V.	NA-0000102	Limited Liability Company	Netherlands
Waste Management Technology Center, Inc.	36-3519386	Corporation	Delaware
Waste Management Thailand B.V.	98-0204718	Limited Liability Company	Netherlands
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 Services of Kentucky, L.L.C.	94-3429202	Limited Liability Company	Delaware
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
Wastech Inc.	93-0936732	Corporation	Nevada
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

# Affiliate Entity Report

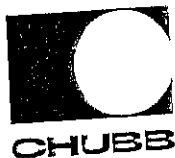
Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Wheelabrator Cedar Creek Inc.	02-0443870	Corporation	Delaware
Wheelabrator Claremont Company, L.P.	02-0390003	Limited Partnership	Delaware
Wheelabrator Claremont Inc.	20-4264300	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 Falls Inc.	04-3024782	Corporation	Delaware
Wheelabrator Frackville Energy Company Inc.	02-0393452	Corporation	Delaware
Wheelabrator Frackville Properties Inc.	04-3100742	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 Energy Company Inc.	04-3048379	Corporation	Delaware
Wheelabrator Hudson Falls L.L.C.	72-1541910	Limited Liability Company	Delaware
Wheelabrator Land Resources Inc.	04-3036313	Corporation	Delaware
Wheelabrator Lassen Inc.	36-3926261	Corporation	Delaware
Wheelabrator Lisbon Inc.	61-1167063	Corporation	Delaware
Wheelabrator Martell Inc.	36-4051558	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
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 North Shore Inc.	02-0416066	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 Putnam Inc.	36-3908789	Corporation	Delaware
Wheelabrator Ridge Energy Inc.	36-3820153	Corporation	Delaware
Wheelabrator Saugus Inc.	13-2740971	Corporation	Delaware
Wheelabrator Saugus, J.V.	04-2530905	Joint Venture	Massachusetts
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
Williams Landfill, L.L.C.	61-1342579	Limited Liability Company	Delaware
Willow Oak Landfill, LLC	20-1457518	Limited Liability Company	Georgia
WM Arizona Operations, L.L.C.	32-0112690	Limited Liability Company	Delaware
WM Corporate Services Holdings, Inc.	20-4017651	Corporation	Delaware
WM Emergency Employee Support Fund, Inc.	11-3758170	Not For Profit Corporation	Delaware
WM Energy Solutions, Inc.	76-0695139	Corporation	Delaware

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
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 International Services (UK) Limited	NA-0000098	Corporation	England
WM Landfills of Georgia, Inc.	76-0638601	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 Organic Growth, Inc.	20-4677155	Corporation	Delaware
WM Partnership Holdings, Inc.	36-3974344	Corporation	Delaware
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 Renewable Energy, L.L.C.	45-0511978	Limited Liability Company	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 Service Center, L.L.C.	20-4017666	Limited Liability Company	Delaware
WM Services SA	NA-0000108	Corporation	Argentina
WM Tontitown Landfill, LLC	72-1541909	Limited Liability Company	Arkansas
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
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



RECEIVED  
CHUBB GROUP OF INSURANCE COMPANIES  
A DIVISION OF FEDERAL INSURANCE COMPANY  
PUBLIC WORKS AGENCY  
COMMERCIAL SERVICES

1330 Post Oak Boulevard, Suite 2400, Houston, Texas 77056-1111  
Phone: (713) 297-4600 / Facsimile: (713) 297-4665

2007 DEC -4 AM 11:25

FEDERAL INSURANCE COMPANY

RIDER to be attached to and form a part of

BOND NO 8203-80-35 wherein

Waste Management of Alameda County, Inc. is named as Principal

and

FEDERAL INSURANCE COMPANY as Surety,

Obligee: City of Oakland

Type of Bond: Performance Bond

In the amount of: \$37,000,000.00

Bond dated: November 22, 2005

IT IS HEREBY UNDERSTOOD AND AGREED THAT effective December 1, 2007 the bond amount is increased as per below:

FROM: Thirty Six Million and NO/100--(\$36,000,000.00)

TO: Thirty Seven Million and NO/100--(\$37,000,000.00)

All other terms and conditions of this bond are unchanged.

Signed, sealed and dated this 9th day of November, 2007

Waste Management of Alameda County, Inc.

Principal

By :

Maria D. Zuniga  
Maria D. Zuniga, Attorney-in-Fact

FEDERAL INSURANCE COMPANY

By:

Mary Ann Garcia  
Mary Ann Garcia, Attorney-in-Fact

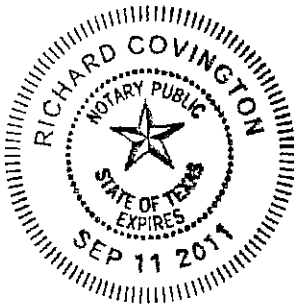
## ACKNOWLEDGMENT OF PRINCIPAL

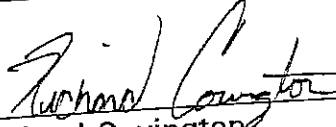
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public, on this day personally appeared Maria D. Zuniga known to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact for Waste Management of Alameda County, Inc. and acknowledged to me that he/she subscribed the name of Waste Management of Alameda County, Inc. thereto as Principal and his/her own name as attorney-in-fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office the 9th day of November, 2007.



  
Richard Covington  
Notary Public, State of Texas  
Expiration Date 09/11/2011

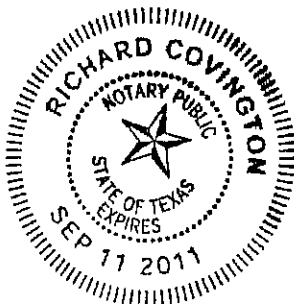
## ACKNOWLEDGMENT OF SURETY

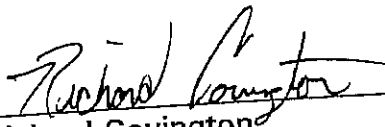
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public, on this day personally appeared Mary Ann Garcia known to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact for Federal Insurance Company and acknowledged to me that he/she subscribed the name of Federal Insurance Company thereto as Surety and his/her own name as attorney-in-fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office the 9th day of November, 2007.



  
Richard Covington  
Notary Public, State of Texas  
Expiration Date 09/11/2011



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 Marc W. Boots, Francine Butler, Richard Covington, Mary Ann Garcia, Joy Hajovsky, Misty Koslosky, Vickie Lacy, P. T. Osburn, Stephen R. Smith and Maria D. Zuniga 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 17th day of September, 2007

Kenneth C. Wendel, Assistant Secretary

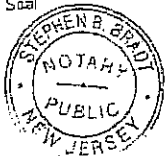
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset

On this 17th day of September, 2007

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



STEPHEN B. BRADT  
Notary Public, State of New Jersey  
No. 2321097  
Commission Expires Oct. 25, 2009

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

- the foregoing extract of the By-Laws of the Companies is true and correct,
- 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
- 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 17th day of September, 2007



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 Marc W. Boots, Richard Covington, Mark W. Edwards II, Mary Ann Garcia, Leslie K. Hudgens, Christopher M. Muscolino, P.T. Osburn, Stephen R. Smith and Maria D. Zuniga of McGriff, Seibels & Williams of Texas, 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 9th day of July, 2007.

Witness:

Donna L. Meals  
Donna L. Meals  
Director, Financial Assurance

Waste Management, Inc.

Cherie C. Rice  
Cherie C. Rice  
Vice President, Finance and Treasurer

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
019726 Alberta Ltd.	NA-0000168	Corporation	Alberta
0329409 Ontario Inc.	NA-0000001	Corporation	Ontario
0368084 Canada Inc.	NA-0000003	Corporation	Canada
035952 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
Akron Regional Landfill, Inc.	31-1595650	Corporation	Delaware
Alabama Waste Disposal Solutions, L.L.C.	31-1595650	Limited Liability Company	Alabama
Alliance Sanitary Landfill, Inc.	76-0641853	Corporation	Pennsylvania
Alpharetta Transfer Station, LLC	23-2383025	Limited Liability Company	Georgia
American Landfill, Inc.	20-1457486	Corporation	Ohio
American RRT Fiber Supply, L.P.	34-1355783	Limited Partnership	Pennsylvania
Anderson Landfill, Inc.	23-2790769	Corporation	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.	76-0590137	Corporation	California
Arden Landfill, Inc.	95-3344381	Corporation	Pennsylvania
Atlantic Waste Disposal, Inc.	25-1249512	Corporation	Delaware
Automated Salvage Transport Co., L.L.C.	36-3852536	Limited Liability Company	Delaware
Auxiwaste Services SA	04-3735644	Corporation	France
Azusa Land Reclamation, Inc.	NA-0000013	Corporation	California
B&B Landfill, Inc.	95-2908438	Corporation	Delaware
Barre Landfill Gas Associates, L.P.	20-1469925	Limited Partnership	Delaware
Bayside of Marion, Inc.	06-1438474	Corporation	Florida
Beecher Development Company	22-3479629	Joint Venture	Illinois
Bestan Inc.	36-3381285	Corporation	Quebec
Big Dipper Enterprises, Inc.	NA-0000017	Corporation	North Dakota
Bio-Energy Partners	45-0325454	Corporation	Illinois
Bluegrass Containment, L.L.C.	36-3500224	General Partnership	Delaware
Brazoria County Recycling Center, Inc.	76-0641298	Limited Liability Company	Texas
Burnsville Sanitary Landfill, Inc.	76-0160311	Corporation	Minnesota
C&C Disposal, LLC	41-1882463	Limited Liability Company	Georgia
C.I.D. Landfill, Inc.	20-1289317	Corporation	New York
CA Newco, L.L.C.	16-1091396	Limited Liability Company	Delaware
Cal Sierra Disposal	35-2228276	Corporation	California
California Asbestos Monofill, Inc.	94-2349727	Corporation	California
Canadian Waste Services Holdings Inc.	68-0232434	Corporation	Ontario
CAP/CRA, L.L.C.	NA-0000020	Limited Liability Company	Illinois
Capital Sanitation Company	52-2137376	Corporation	Nevada
Capitol Disposal, Inc.	88-0121888	Corporation	Alaska
Carolina Grading, Inc.	76-0638591	Corporation	South Carolina
Carver Transfer & Processing, LLC	57-0923608	Limited Liability Company	Minnesota
Cedar Ridge Landfill, Inc.	41-1767917	Corporation	Delaware
Central Disposal Systems, Inc.	62-1727570	Corporation	Iowa
Central Missouri Landfill, Inc.	42-0995450	Corporation	Missouri
Chadwick Road Landfill, Inc.	43-1397423	Corporation	Georgia
Chambers Clearview Environmental Landfill, Inc.	58-1798581	Corporation	Mississippi
Chambers Development Company, Inc.	25-1652556	Corporation	Delaware
Chambers Development of Ohio, Inc.	25-1214958	Corporation	Ohio
Chambers of Asia	51-0396835	Corporation	Hong Kong
Chambers of Georgia, Inc.	NA-0000159	Corporation	Delaware
Chambers of Hong Kong, Inc.	58-2397639	Corporation	Hong Kong
Chambers of Mississippi, Inc.	NA-0000156	Corporation	Mississippi
	25-1628285	Corporation	

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Chastang Landfill, Inc.	76-0638602	Corporation	Delaware
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
Chemical Waste Management, Inc.	36-2989152	Corporation	Delaware
Chesser Island Road Landfill, Inc.	58-2364490	Corporation	Georgia
City Disposal Systems, Inc.	38-3407001	Corporation	Delaware
City Environmental Services, Inc. of Waters	38-3020069	Corporation	Michigan
City Environmental, Inc.	38-3407576	Corporation	Delaware
City Management Corporation	38-2056600	Corporation	Michigan
Cleburne Landfill Company Corp.	59-3069374	Corporation	Alabama
Coast Waste Management, Inc.	95-2557952	Corporation	California
Colorado Landfill, Inc.	76-0639312	Corporation	Delaware
Connecticut Valley Sanitary Waste Disposal, Inc.	76-0639312	Corporation	Massachusetts
Conservation Services, Inc.	04-2796580	Corporation	Colorado
Container Recycling Alliance, LLC	84-0915035	Corporation	Delaware
Continental Waste Industries Arizona, Inc.	20-5037719	Limited Liability Company	New Jersey
Corporate Housing Initiatives II Limited Partnership	22-3146904	Corporation	Delaware
Coshocton Landfill, Inc.	52-1854657	Limited Partnership	Ohio
Cougar Landfill, Inc.	31-1214800	Corporation	Texas
Countryside Landfill, Inc.	76-0211843	Corporation	Illinois
Cuyahoga Landfill, Inc.	36-2838336	Corporation	Delaware
CWM Chemical Services, L.L.C.	76-0680495	Corporation	Delaware
Dafter Sanitary Landfill, Inc.	36-4203347	Limited Liability Company	Michigan
Dauphin Meadows, Inc.	38-2754804	Corporation	Pennsylvania
Deep Valley Landfill, Inc.	23-2390183	Corporation	Delaware
Deer Track Park Landfill, Inc.	23-2886200	Corporation	Delaware
Del Almo Landfill, L.L.C.	39-1802678	Corporation	Delaware
Deland Landfill, Inc.	74-3055347	Limited Liability Company	Delaware
Delaware Recyclable Products, Inc.	76-0590138	Corporation	Delaware
Dickinson Landfill, Inc.	51-0334417	Corporation	Delaware
Disposal Service, Incorporated	76-0325384	Corporation	Delaware
Dominium Opportunity Fund, A California Limited Partnership	55-0618479	Corporation	West Virginia
Donahue/JRP Asia Pacific Ltd	95-4507794	Limited Partnership	California
E.C. Waste, Inc.	95-4507794	Corporation	Hong Kong
Earthmovers Landfill, L.L.C.	NA-0000163	Corporation	Puerto Rico
East Liverpool Landfill, Inc.	66-0523535	Corporation	Delaware
Eastern One Land Corporation	61-1342591	Limited Liability Company	Ohio
eCycling Services, L.L.C.	34-1637446	Corporation	Delaware
El Coqui Landfill Company, Inc.	76-0695122	Corporation	Delaware
El Coqui Waste Disposal, Inc.	38-3684879	Limited Liability Company	Delaware
ELDA Landfill, Inc.	66-0555785	Corporation	Puerto Rico
Elk River Landfill, Inc.	76-0480500	Corporation	Delaware
Envirofil of Illinois, Inc.	76-0639272	Corporation	Delaware
Evergreen Landfill, Inc.	41-1283941	Corporation	Minnesota
Evergreen National Indemnity Company	37-0957555	Corporation	Illinois
Evergreen Recycling and Disposal Facility, Inc.	76-0472693	Corporation	Delaware
Farmers Landfill, Inc.	76-0472693	Corporation	Ohio
Feather River Disposal, Inc.	UK-0000142	Corporation	Delaware
Fernley Disposal, Inc.	76-0638587	Corporation	Missouri
Front Range Landfill, Inc.	43-0863680	Corporation	California
G.I. Industries	06-1479349	Corporation	Nevada
GA Landfills, Inc.	94-3423947	Corporation	Delaware
	76-0479974	Corporation	Delaware
	87-0430285	Corporation	Utah
	58-2293782	Corporation	Delaware

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Callia Landfill, Inc.	31-1509605	Corporation	Delaware
Garnet of Maryland, Inc.	52-1916417	Corporation	Maryland
Gateway Transfer Station, LLC	20-1457460	Limited Liability Company	Georgia
GCP Engineering Ltd	NA-0000164	Corporation	Hong Kong
Georgia Waste Systems, Inc.	58-1028526	Corporation	Georgia
Gestion Des Rebutis D.M.P. Inc.	NA-0000033	Corporation	Quebec
Giordano Recycling, L.L.C.	20-2098765	Limited Liability Company	Delaware
Glen's Sanitary Landfill, Inc.	38-2065407	Corporation	Michigan
Grand Central Sanitary Landfill, Inc.	23-2049337	Corporation	Pennsylvania
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
Harwood Landfill, Inc.	52-1637402	Corporation	Maryland
Hedco Landfill Limited	NA-0000040	Corporation	England
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
Independent Sanitation Company	88-0126699	Corporation	Nevada
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
Jones Sanitation, L.L.C.	61-1342583	Limited Liability Company	Delaware
K and W Landfill Inc.	38-2504167	Corporation	Michigan
Kahle Landfill, Inc.	43-1682575	Corporation	Missouri
Keene Road Landfill, Inc.	59-2044226	Corporation	Florida
Kelly Run Sanitation, Inc.	25-1696669	Corporation	Pennsylvania
Key Disposal Ltd.	NA-0000045	Corporation	British Colum
KeyCorp Investment Limited Partnership	34-1783428	Limited Partnership	Ohio
King George Landfill, Inc.	54-1632805	Corporation	Virginia
L&M Landfill, Inc.	84-1492401	Corporation	Delaware
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 of Pine Ridge, Inc.	76-0638593	Corporation	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 Hampsh
Liquid Waste Management, Inc.	95-2779930	Corporation	California
Longleaf C&D Disposal Facility, Inc.	59-3598129	Corporation	Florida
Longmont Landfill, L.L.C.	36-4551803	Limited Liability Company	Delaware
M.S.T.S. Limited Partnership	36-3790528	Limited Partnership	Illinois
M.S.T.S., Inc.	35-3542321	Corporation	Delaware
Mahoning Landfill, Inc.	34-1047662	Corporation	Ohio
Marangi Bros., Inc.	22-1406583	Corporation	New Jersey
Mass Gravel Inc.	04-3117495	Corporation	Massachusetts
Mc Ginnes Industrial Maintenance Corporation	74-1532790	Corporation	Texas

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
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
Midwest One Land Corporation	20-0606093	Corporation	Delaware
Minneapolis Refuse, Incorporated	41-0972178	Corporation	Minnesota
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
Mountain Indemnity International Limited	NA-0000053	Corporation	Ireland
Mountainview Landfill, Inc. (MD)	25-1538716	Corporation	Maryland
Mountainview Landfill, Inc. (UT)	76-0548746	Corporation	Utah
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 Landfill, L.L.C.	76-0641312	Limited Liability Company	Delaware
New Orleans Landfill, L.L.C.	38-3699690	Limited Liability Company	Delaware
NHVT Energy Recovery Corporation	02-0390004	Corporation	New Hampsh
North America One Land Company, L.L.C.	20-0570245	Limited Liability Company	Delaware
Northwestern Landfill, Inc.	52-2023458	Corporation	Delaware
Nu-Way Live Oak Reclamation, Inc.	68-0236308	Corporation	Delaware
Oakridge Landfill, Inc.	25-1547187	Corporation	South Carolin
Oakwood Landfill, Inc.	57-0974474	Corporation	South Carolin
Okeechobee Landfill, Inc.	25-1628636	Corporation	Florida
Orange County Landfill, Inc.	25-1683729	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
Palmello Seed Capital Fund	57-0889130	Trust	South Carolin
Palo Alto Sanitation Company	94-1075868	Corporation	California
Paper Recycling International, L.P.	36-3735699	Limited Partnership	Delaware
Pappy, Inc.	52-1561430	Corporation	Maryland
Peltz H.C., LLC	UK-0000100	Limited Liability Company	Wisconsin
Pen-Rob, Inc.	86-0504613	Corporation	Arizona
Pennwood Crossing, Inc.	22-2260307	Corporation	Corporation
Penuelas Valley Landfill, Inc.	66-0560251	Corporation	Corporation
People's Landfill, Inc.	38-3406998	Corporation	Corporation
Peterson Demolition, Inc.	41-1625867	Corporation	Corporation
Phoenix Resources, Inc.	23-2483102	Corporation	Corporation
Pine Grove Landfill, Inc. (DE)	31-1509609	Corporation	Corporation
Pine Grove Landfill, Inc. (PA)	23-2388139	Corporation	Corporation
Pine Ridge Landfill, Inc.	76-0680343	Corporation	Corporation
Pine Tree Acres, Inc.	38-2544258	Corporation	Corporation
Plantation Oaks Landfill, Inc.	76-0638592	Corporation	Corporation
Polk Gas Producers, LLC	23-2146479	Limited Liability Company	Corporation
PPP Corporation	76-0638590	Corporation	Corporation
Prairie Bluff Landfill, Inc.	UK-0000026	Corporation	Corporation
ProCentury Corporation	76-0638043	Limited Liability Company	Corporation
Pulaski Grading, L.L.C.	34-0824706	Corporation	Corporation
Pullman-Hoffman, Inc.	62-1727567	Corporation	Corporation
Quail Hollow Landfill, Inc.			

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
			United Kingdo
Questquill Limited	98-0221631	Corporation	Georgia
R & B Landfill, Inc.	25-1754371	Corporation	Colorado
RAA Colorado, L.L.C.	20-2587942	Limited Liability Company	Wisconsin
RAA Trucking, LLC	39-2040612	Limited Liability Company	Ontario
Rail Cycle North Ltd.	NA-0000064	Corporation	Massachusetts
RCI Hudson, Inc.	04-3044820	Corporation	Minnesota
RE-CY-CO, Inc.	41-0992714	Corporation	Delaware
RECO Ventures, L.P.	76-0503271	Limited Partnership	Delaware
Recycle America Co., L.L.C.	04-3735636	Limited Liability Company	Delaware
Recycle America Holdings, Inc.	72-1541913	Corporation	Delaware
Redwood Landfill, Inc.	94-1443150	Corporation	Florida
Refuse Services, Inc.	59-1098850	Corporation	Nevada
Refuse, Inc.	88-0094235	Corporation	Delaware
REI Holdings Inc.	36-4124520	Corporation	Delaware
Reliable Landfill, L.L.C.	73-1654400	Limited Liability Company	Tennessee
Remote Landfill Services, Inc.	62-1421307	Corporation	Nevada
Reno Disposal Co.	88-0087833	Corporation	Delaware
Resco Holdings L.L.C.	20-0584193	Limited Liability Company	Massachusetts
Resource Control Composting, Inc.	04-3044833	Corporation	Massachusetts
Resource Control, Inc.	04-2655364	Corporation	Florida
Reuter Recycling of Florida, Inc.	59-2376090	Corporation	South Carolin
Richland County Landfill, Inc.	58-1708996	Corporation	North Carolin
Riegel Ridge, LLC	56-2124210	Limited Liability Company	Oregon
Riverbend Landfill Co.	93-0724866	Corporation	Delaware
Rolling Meadows Landfill, Inc.	76-0325383	Corporation	Delaware
RRT Design & Construction Corp.	16-1353118	Corporation	New York
RRT Empire of Monroe County, Inc.	16-1409567	Corporation	Delaware
RTS Landfill, Inc.	58-1924102	Corporation	Delaware
Rust Engineering & Construction Inc.	63-1081016	Corporation	Thailand
Rust Engineering (Thailand) Ltd	NA-0000162	Corporation	Delaware
Rust International Inc.	63-1081055	Corporation	Texas
S & J Landfill Limited Partnership	76-0404581	Limited Partnership	West Virginia
S & S Grading, Inc.	58-1858013	Corporation	New Jersey
S. V. Farming Corp.	22-2976860	Corporation	Delaware
Sanifill de Mexico (US), Inc.	76-0419331	Corporation	Mexico
Sanifill de Mexico, S.A. de C.V.	NA-0000070	Corporation	Delaware
Sanifill Power Corporation	76-0496422	Corporation	Pennsylvania
SC Holdings, Inc.	36-2898300	Corporation	Brazil
Serubam Servicos Urbanos E Ambientais Ltda	NA-0000077	Corporation	Delaware
SES Bridgeport L.L.C.	36-4057298	Limited Liability Company	Delaware
SES Connecticut Inc.	02-0390443	Corporation	Delaware
Shade Landfill, Inc.	23-2886198	Corporation	Arizona
Sierra Estrella Landfill, Inc.	86-0717293	Corporation	Georgia
Smyrna Landfill, Inc.	25-1562752	Corporation	Pennsylvania
Southern Alleghenies Landfill, Inc.	25-1249160	Corporation	Delaware
Southern One Land Corporation	72-1534481	Corporation	Oklahoma
Southern Plains Landfill, Inc.	73-1384828	Corporation	Delaware
Southern Waste Services, L.L.C.	61-1342585	Limited Liability Company	Minnesota
Spruce Ridge, Inc.	41-1591957	Corporation	Delaware
Stony Hollow Landfill, Inc.	76-0638597	Corporation	Nevada
Storey County Sanitation, Inc.	88-0264671	Corporation	Delaware
Suburban Landfill, Inc.	76-0638596	Corporation	

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Texarkana Landfill, L.L.C.	30-0239245	Limited Liability Company	Delaware
The Peltz Group of Ohio LLC	39-1977904	Limited Liability Company	Ohio
The Peltz Group, LLC	05-0545181	Limited Liability Company	Wisconsin
The Waste Management Charitable Foundation	04-3073733	Not For Profit Corporation	Delaware
The Woodlands of Van Buren, Inc.	36-3791221	Corporation	Delaware
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
Transamerican Waste Industries Southeast, Inc.	76-0438549	Corporation	Delaware
Trash Hunters, Inc.	64-0852590	Corporation	Mississippi
Tri-County Sanitary Landfill, L.L.C.	20-0937658	Limited Liability Company	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	Massachusetts
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 Industrial Services, Inc.	76-0555049	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 New York City, Inc.	11-3301809	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 San Antonio Landfill, Inc.	91-2155334	Corporation	Delaware
USA Waste Services of Nevada, Inc.	76-0656629	Corporation	Nevada
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	Massachusetts
Valley Garbage and Rubbish Company, Inc.	95-2090787	Corporation	California
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 Canadian Finance L.P.	75-2979395	Limited Partnership	Quebec
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	Massachusetts
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 Environmental Services B.V.	98-0356001	Limited Liability Company	Netherlands

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management Financing Corporation	36-4200855	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 B.V.	NA-0000095	Limited Liability Company	Netherlands
Waste Management International plc	NA-0000097	Limited Partnership	United Kingdc
Waste Management International Services Limited	98-0336025	Corporation	United Kingdc
Waste Management International, Inc.	36-3255004	Corporation	Delaware
Waste Management International, Ltd.	NA-0000099	Limited Liability Company	Bermuda
Waste Management Municipal Services of California, Inc.	77-0151385	Corporation	California
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
Waste Management of California, Inc.	95-1735737	Corporation	California
Waste Management of Canada Corporation	NA-0000021	Corporation	Nova Scotia
Waste Management of Canada Corporation	NA-0000021	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 Five Oaks Recycling and Disposal Facility,	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 Holdings, L.L.C.	61-1466503	Limited Liability Company	Delaware
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

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
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 Carolin
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 Texas, L.P.	20-0552458	Limited Partnership	Delaware
Waste Management of Tunica Landfill, Inc.	64-0869334	Corporation	Mississippi
Waste Management of Utah, Inc.	87-0302156	Corporation	Utah
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 Paper Stock Company, Inc.	36-3726719	Corporation	Delaware
Waste Management Partners, Inc.	36-3220911	Corporation	Delaware
Waste Management Plastic Products, Inc.	36-3761543	Corporation	Delaware
Waste Management Recycling and Disposal Services of California	36-3761543	Corporation	California
Waste Management Recycling of New Jersey, L.L.C.	95-2370376	Limited Liability Company	Delaware
Waste Management Security, L.L.C.	04-3735640	Limited Liability Company	Delaware
Waste Management Service Center, L.P.	43-1970495	Limited Partnership	Delaware
Waste Management South America B.V.	20-4017694	Limited Liability Company	Netherlands
Waste Management Technology Center, Inc.	NA-0000102	Corporation	Delaware
Waste Management Thailand B.V.	36-3519386	Limited Liability Company	Netherlands
Waste Management, Inc.	98-0204718	Corporation	Delaware
Waste Management, Inc. of Tennessee	73-1309529	Corporation	Tennessee
Waste Resources of Tennessee, Inc.	36-2935128	Corporation	Tennessee
Waste Services of Kentucky, L.L.C.	54-0838353	Limited Liability Company	Delaware
Waste to Energy Holdings, Inc.	94-3429202	Corporation	Delaware
Waste to Energy I, LLC	76-0652923	Limited Liability Company	Delaware
Waste to Energy II, LLC	02-0519035	Limited Liability Company	Delaware
Wastech Inc.	02-0519036	Corporation	Nevada
WESI Baltimore Inc.	93-0936732	Corporation	Delaware
WESI Capital Inc.	02-0357495	Corporation	Delaware
WESI Peekskill Inc.	36-3861933	Corporation	Delaware
WESI Westchester Inc.	02-0363274	Corporation	Delaware
Westchester Resco Associates, L.P.	02-0360305	Corporation	Delaware
Western One Land Corporation	02-0367753	Limited Partnership	Delaware
Western Waste Industries	76-0688224	Corporation	Delaware
Western Waste of Texas, L.L.C.	95-1946054	Corporation	California
Wheelabrator Baltimore L.L.C.	30-0239250	Limited Liability Company	Delaware
Wheelabrator Baltimore, L.P.	36-4057301	Limited Liability Company	Delaware
Wheelabrator Bridgeport, L.P.	36-4057307	Limited Partnership	Maryland
	36-4057309	Limited Partnership	Delaware

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Wheelabrator Cedar Creek Inc.	02-0443870	Corporation	Delaware
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.	35-3908785	Corporation	Delaware
Wheelabrator Culm Services Inc.	02-0442574	Corporation	Delaware
Wheelabrator Environmental Systems Inc.	02-0412779	Corporation	Delaware
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 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 Energy Company Inc.	04-3048379	Corporation	Delaware
Wheelabrator Hudson Falls L.L.C.	72-1541910	Limited Liability Company	Delaware
Wheelabrator Land Resources Inc.	04-3036313	Corporation	Delaware
Wheelabrator Lassen Inc.	36-3926261	Corporation	Delaware
Wheelabrator Lisbon Inc.	61-1167063	Corporation	Delaware
Wheelabrator Martell Inc.	36-4051558	Corporation	Florida
Wheelabrator McKay Bay Inc.	36-3240315	Corporation	Delaware
Wheelabrator Millbury Inc.	02-0412788	Corporation	Delaware
Wheelabrator New Hampshire Inc.	02-0390002	Corporation	Delaware
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 North Shore Inc.	02-0416066	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 Putnam Inc.	36-3908789	Corporation	Delaware
Wheelabrator Ridge Energy Inc.	36-3820153	Corporation	Delaware
Wheelabrator Saugus Inc.	13-2740971	Corporation	Delaware
Wheelabrator Saugus, J.V.	04-2530905	Joint Venture	Massachusetts
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
Williams Landfill, L.L.C.	61-1342579	Limited Liability Company	Delaware
Willow Oak Landfill, LLC	20-1457518	Limited Liability Company	Georgia
WM Arizona Operations, L.L.C.	32-0112690	Limited Liability Company	Delaware
WM Corporate Services Holdings, Inc.	20-4017651	Corporation	Delaware
WM Emergency Employee Support Fund, Inc.	11-3758170	Not For Profit Corporation	Delaware
WM Energy Solutions, Inc.	76-0695139	Corporation	Delaware

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
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 International Services (UK) Limited	NA-0000098	Corporation	England
WM Landfills of Georgia, Inc.	76-0638601	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 Organic Growth, Inc.	20-4677155	Corporation	Delaware
WM Partnership Holdings, Inc.	36-3974344	Corporation	Delaware
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 Renewable Energy, L.L.C.	45-0511978	Limited Liability Company	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 Service Center, L.L.C.	20-4017666	Limited Liability Company	Delaware
WM Services SA	NA-0000108	Corporation	Argentina
WM Tontitown Landfill, LLC	72-1541909	Limited Liability Company	Arkansas
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
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.	36-4110833	Limited Liability Company	Delaware
WTI International Holdings Inc.	20-0584237	Corporation	Delaware
WTI Rust Holdings Inc.	36-3908839	Corporation	Delaware
	02-0351425	Corporation	Delaware

**J-6 Performance Bond dated  
November 29, 2008**

**K. Guaranty by WMX  
TECHNOLOGIES, INC.**

Guaranty

THIS GUARANTY (the "Guaranty") is given as of the 1st day of December, 1995, by WMX TECHNOLOGIES, INC., a corporation organized under the laws of the State of Delaware (hereafter "Guarantor"), to the CITY OF OAKLAND, a municipal corporation (hereafter the "City").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Waste Management of Alameda County, Inc. (hereafter "Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by Waste Management, Inc., an Illinois corporation. Guarantor owns all of the issued and outstanding stock of Waste Management, Inc..

B. Contractor and the City have negotiated a Franchise Agreement for Solid Waste and Yard Waste Collection Services dated as of December 1, 1995, (hereafter "Agreement"), under which the Contractor is granted the right to and assumes the duty of collecting Solid Waste and Yard Waste generated within the City and arranging for its transport, processing and disposal. A copy of this Agreement is attached hereto and incorporated herein by this reference.

C. It is a requirement of the Agreement, and a condition to the City's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.

D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. Guaranty of the Agreement. Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Contractor due to its breach of the Agreement.

2. Guarantor's Obligations are Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any

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payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement.

3. Waivers. The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver of any provision of the Agreement; (3) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City' rights or remedies against Contractor; or (5) any merger or consolidation of the Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of the Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Sections 2845, 2849 and 2850, including, without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. Guarantor hereby waives any right which it may have to reimbursement from Contractor for amounts disbursed by Guarantor and any right of subrogation to the rights of the City against Contractor, including, without limitation, such rights as may be provided under California Civil Code Sections 2847 and 2848. Guarantor agrees that the City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City' rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agree to waive at any future time at the request of the City, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor

hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; or (d) any assignment of the Agreement is effected which does not require the City' approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

5. No Waivers. No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. Attorney's Fees. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorneys' fees and all other costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action

instituted to determine the respective rights and obligations of the parties hereunder.

7. Governing Law; Jurisdiction. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

General Counsel  
Waste Management, Inc. - West Group  
8500 Von Karman Avenue, Suite 900  
Address  
Irvine, California 92715  
City State

8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. Binding on Successors. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. Authority. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the person signing this Guaranty on its behalf has the authority to do so.

11. Subordination. Any claims Guarantor may have against Contractor are hereby subordinated to any and all claims of the City against Contractor until such time as the obligations of Contractor to the City are fully satisfied and discharged.

12. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: City of Oakland, California  
One City Hall Plaza  
Oakland, California 94612  
Attn: City Manager

with a copy to the City Attorney, at the same address.

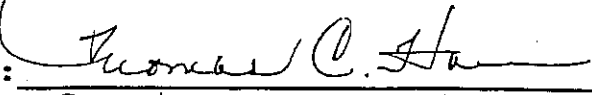
To Guarantor:

WMX TECHNOLOGIES, INC.  
3003 Butterfield Road  
Oak Brook, Illinois 60521  
Attn: General Counsel

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on  
the day and year first above written.

WMX TECHNOLOGIES, INC.

By:   
Vice President

By:   
~~Secretary~~ Vice President

**K-1 Guaranty by WASTE  
MANAGEMENT HOLDINGS,  
INC., dated August 9, 2006**

**Guaranty**

THIS GUARANTY (the "Guaranty") is given as of the 9<sup>th</sup> day of August, 2006, by WASTE MANAGEMENT HOLDINGS, INC., formerly known as WMX Technologies, Inc. a corporation organized under the laws of the State of Delaware (hereafter "Guarantor"), to the CITY OF OAKLAND, a municipal corporation (hereafter the "City").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Waste Management of Alameda County, Inc. (hereafter "Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by USA Waste of California, Inc., a Delaware corporation. Guarantor owns all of the issued and outstanding stock of USA Waste of California, Inc.

B. Contractor and the City have negotiated a Franchise Agreement for Solid Waste and Yard Waste Collection Services dated as of December 1, 1995, (hereafter "Agreement"), under which the Contractor is granted the right to and assumes the duty of collecting Solid Waste and Yard Waste generated within the City and arranging for its transport, processing and disposal. A copy of this Agreement is attached hereto and incorporated herein by this reference.

C. It is a requirement of the Agreement, and a condition to the City's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.

D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Contractor due to its breach of the Agreement.

2. **Guarantor's Obligations are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement.

3. **Waivers.** The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver of any provision of the Agreement; (3) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against Contractor; or (5) any merger or consolidation of

the Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of the Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Sections 2845, 2849 and 2850, including, without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. Guarantor hereby waives any right which it may have to reimbursement from Contractor for amounts disbursed by Guarantor and any right of subrogation to the rights of the City against Contractor, including, without limitation, such rights as may be provided under California Civil Code Sections 2847 and 2848. Guarantor agrees that the City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agree to waive at any future time at the request of the City, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; or (d) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

5. **No waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to

take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and the Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorneys' fees and all other costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law; Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California

<u>Group General Counsel</u>	
<u>Waste Management</u>	
<u>7025 North Scottsdale Road</u>	
<u>Suite 200</u>	
<u>Scottsdale,</u>	<u>Arizona 95253</u>
City	State

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding on Successors.** This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. **Authority.** Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the person signing this Guaranty on its behalf has the authority to do so.

11. **Subordination.** Any claims Guarantor may have against Contractor are hereby subordinated to any and all claims of the City against Contractor until such time as the obligations of Contractor to the City are fully satisfied and discharged.

12. **Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City:

<u>City of Oakland, California</u>
<u>One City Hall Plaza</u>
<u>Oakland, California 94612</u>
<u>Attn: City Manager</u>

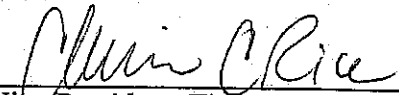
with a copy to the City Attorney, at the same address.

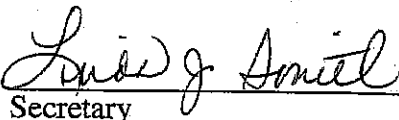
To Guarantor:

WASTE MANAGEMENT HOLDINGS, INC.  
1001 Fannin  
Suite 4000  
Houston, Tx 77002  
Attn: General Counsel

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

WASTE MANAGEMENT HOLDINGS, INC.

By:   
Vice President, Finance and Treasurer

By:   
Secretary

**L. Hazardous Waste Exclusion  
Program and Policies**

## EXHIBIT L

### HAZARDOUS WASTE EXCLUSION PROGRAM AND POLICIES

#### A. Municipal Code

The City of Oakland Municipal Code prohibits the disposal of earth, rocks, batteries, human waste and other potentially infectious material, liquid wastes and Hazardous Wastes.

#### B. Household Hazardous Waste Element

The City Council of the City of Oakland, in July 1992, adopted a Household Hazardous Waste Element of its Solid Waste Management Plan required by the California Integrated Waste Management Act of 1989, as amended.

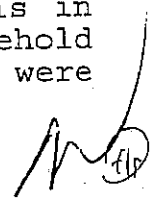
The Household Hazardous Waste Element commits the City to support and participate in the county-wide Household Hazardous Waste program developed by the County Department of Environmental Health, and approved by the Board of Supervisors in August 1990. The County's Household/Mini-Generator Hazardous Waste Collection Program consists, in turn, of the construction and operation of three permanent hazardous waste collection facilities to be located in the northern, southern and eastern areas of the County. The facility to serve the Oakland area will be located in Oakland, and is expected to be in operation by late 1995. The facility will accept most types of hazardous waste, which will be collected, chemically identified, sorted, stored, lab packed, recycled and/or shipped off site for treatment or disposal.

The County will also coordinate county-wide public information and education programs and will arrange for home collection of Household Hazardous Waste for handicapped people and others who do not have access to these facilities.

The City will support the county-wide Household Hazardous Waste program by:

- ◆ City Councilmembers' participation in decisions of the Alameda County Waste Management Authority relating to the Household Hazardous Waste program; and
- ◆ encouraging City residents to use one of the three permanent Household Hazardous Waste facilities, by distributing County literature and other means.

Until the Oakland Household Hazardous Waste facility is in operation, the City will continue to co-sponsor Household Hazardous Waste collection events of the type which were conducted in February and March, 1995.



## HAZARDOUS WASTE EXCLUSION PROGRAM

Waste Management of Alameda County recognizes that many wastes produced by our customers have the potential to be harmful to our environment if mismanaged. WMI has established a corporate policy for handling special wastes. Each division has a special waste identification program in place with all documentation maintained for all industrial and commercial accounts.

The transfer facility, in accordance with Title 23 of the California Code of Regulations (CCR), Section 2523(b) requires a periodic load-checking program approved by the Department of Health Services and the Regional Water Quality Control Board to ensure that hazardous wastes are not being disposed of in the landfills.

The Special Waste Department currently surveys approximately 11,000 commercial customers and approximately 1,300 industrial customers to identify any special wastes. Each customer is required to provide information about their waste stream. A decision is made based on the information provided by the customer to approve or disapprove the waste in accordance with the California environmental laws.


Once the waste stream has been approved, the Special Waste Coordinator instructs the customer by providing them with the conditions and limitations of handling the waste. This provides the necessary education to the customers.

This procedure is completed every 36 months for existing customers and is completed before each new customer uses our services.

The Davis Street Transfer Station's load-checking program is utilized to capture any wastes not hauled by Waste Management. It is also a follow-up program for our Waste Management trucks. Loads for inspection are selected at random from the sources going to the transfer facility; and all loads which are chosen for inspection are hauled to the public area and discharged on a pad away from other operations. The loads are spread as thinly as possible so that the maximum amount of refuse is visible. The trained inspection teams proceed to examine the loads for any suspect hazardous or designated wastes. If suspected hazardous or designated wastes are discovered, the inspection team follows the proper procedure for isolating and returning the unacceptable wastes to a known generator.

At times it may be necessary to pack and transport the materials to the hazardous waste storage facility. At that time, a photograph of the waste is taken for recordkeeping purposes. If the generator has not been identified, Chemical Waste is contacted for removal of the waste..

The results of each program are thoroughly documented and are stored at the facility for future inspections.



**M. Implementation Plan Schedule  
and Summary Effective December  
1, 1995**



## Implementation Plan and Schedule

Waste Management of Alameda County would pursue an aggressive 10 month implementation schedule once an approved contract has been executed. Our objectives throughout start-up would be to establish new and revised services as quickly as possible without disruptions or inconveniences to our customers. Therefore, we would establish a progressive phased-in schedule which would allow for minimal errors or omissions, and timely service delivery.

Equipment purchases would be completed within three to five days of contract execution. Preliminary estimates for initial truck delivery would be within four to five months. We anticipate receiving eight to twelve vehicles per month and would incorporate them into the operation once safety checks and licensing had been completed.

Containers for both solid waste and yardwaste would begin to be available within 45 to 60 days of ordering. Truckloads of carts delivered would be scheduled and coordinated such that delivery to customers could occur as shipments arrived. A temporary staging area would be established to accommodate any overflow.

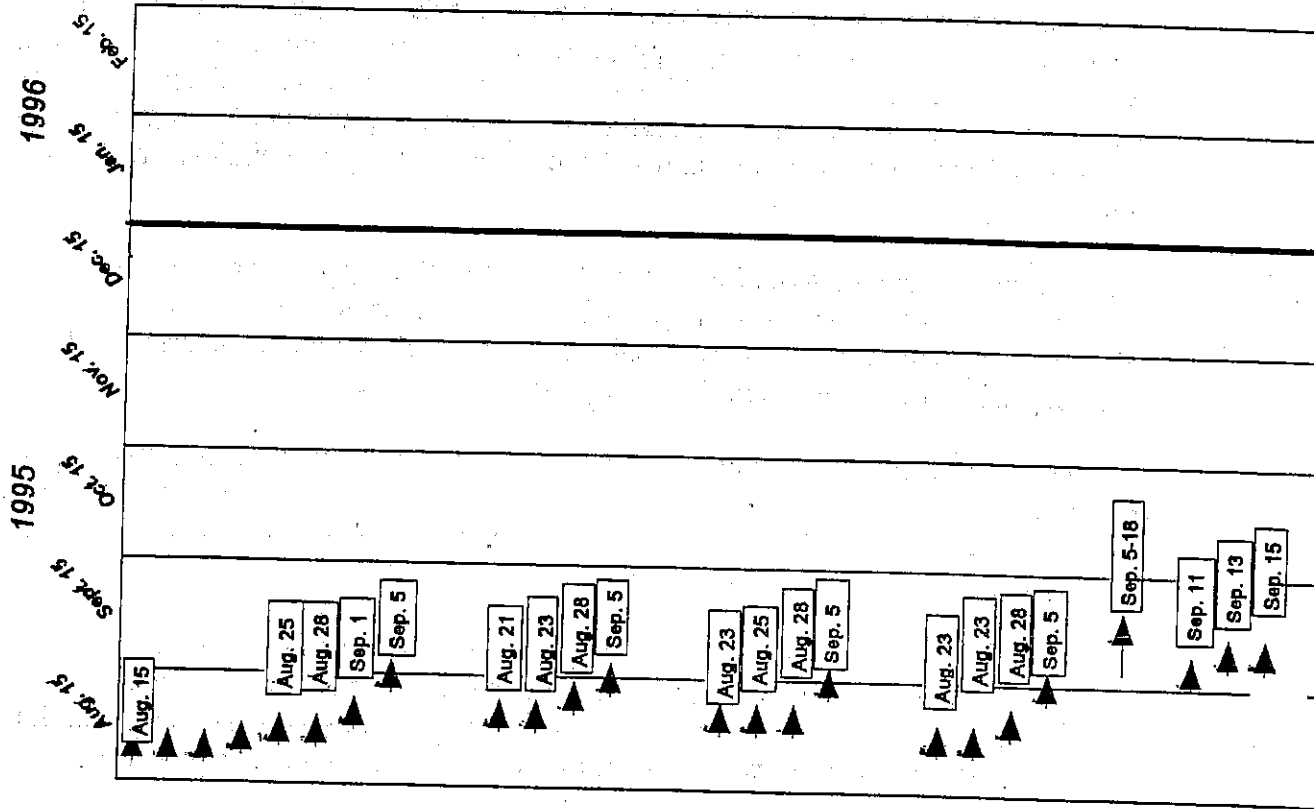
Customer information and educational pieces would be delivered at the time that carts are delivered for each type of service provided. To minimize confusion, curbside garbage carts and information would be delivered about 30 to 45 days prior to greenwaste carts and information. In all cases, service changes would begin one week following container delivery.

Employee training will be essential to successful program implementation. Customer Service Representatives will be trained for three to five days on telephone etiquette, information systems, and intense details of all programs prior to submittal of any formal notification to customers on the new programs. Our CSR's will be prepared to answer questions about the program and manage any service related issues prior to receiving customer calls.

Driver training will include customer service related training in addition to equipment, safety, and new route training. Drivers will be trained on the functionality of new equipment for a period of 1 to 2 weeks to insure safe operation in the field. In addition, drivers will be assisted in learning new routes by providing as much lead time and detailed route sequences as possible prior to initiating the re-designed routes.

Finally, throughout implementation, WMAC will establish and maintain a coordinated team approach to successfully complete the project. We will dedicate senior operations and customer service personnel to this project exclusively to coordinate and maintain development schedules. Further, we will submit weekly progress reports to the Division President and to the City detailing major accomplishments or issues to be resolved. Project meetings will be held weekly with key staff throughout implementation. A draft implementation schedule providing greater detail has been attached.

# City of Oakland Curbside Solid Waste, Yardwaste & Recycling Implementation Plan



Order Container  
Order Trucks  
City Approval-Recycling bin color  
Comprehensive Instruction Brochure & Calendar  
First Draft for City Review  
City Comments for Final Draft  
Final Draft Complete/Begin Translation  
Translation Complete/Begin Printing

Decals for Containers  
First Draft for City Review  
City Comments for Final Draft  
Final Draft Complete/Begin Translation  
Translation Complete/Begin Printing

Recycling & Greenwaste Containers Filers  
First Draft for City Review  
City Comments for Final Draft  
Final Draft Complete/Begin Translation  
Translation Complete/Begin Printing

Advisory Tags for Improper Set-outs  
First Draft for City Review  
City Comments for Final Draft  
Final Draft Complete/Begin Translation  
Translation Complete/Begin Printing

Incorporate Staffing & Training for CSR's  
Develop Frail/Disabled Exemption Application  
First Draft for City Review  
City Comments for Final Draft  
Final Draft Complete

**M-1 Capital Listings Schedule**

**EXHIBIT M-1**  
**CAPITAL LISTING SCHEDULE**

**Vehicles**

**Total**

47 Volvo/White Chassis's with Single Pass Collection Bodies

\$8,454,828

**Containers**

5,500 - 20 Gallon Burgundy MSW Carts

\$65,877

70,000 - 35 Gallon Burgundy MSW Carts

\$2,915,762

12,000 - 64 Gallon Burgundy MSW Carts

\$569,999

1,000 - 96 Gallon Burgundy MSW Carts

\$56,907

2,000 - 64 Gallon Split Burgundy MSW Carts

\$155,848

80,000 - 64 Gallon Green Yard Waste Carts

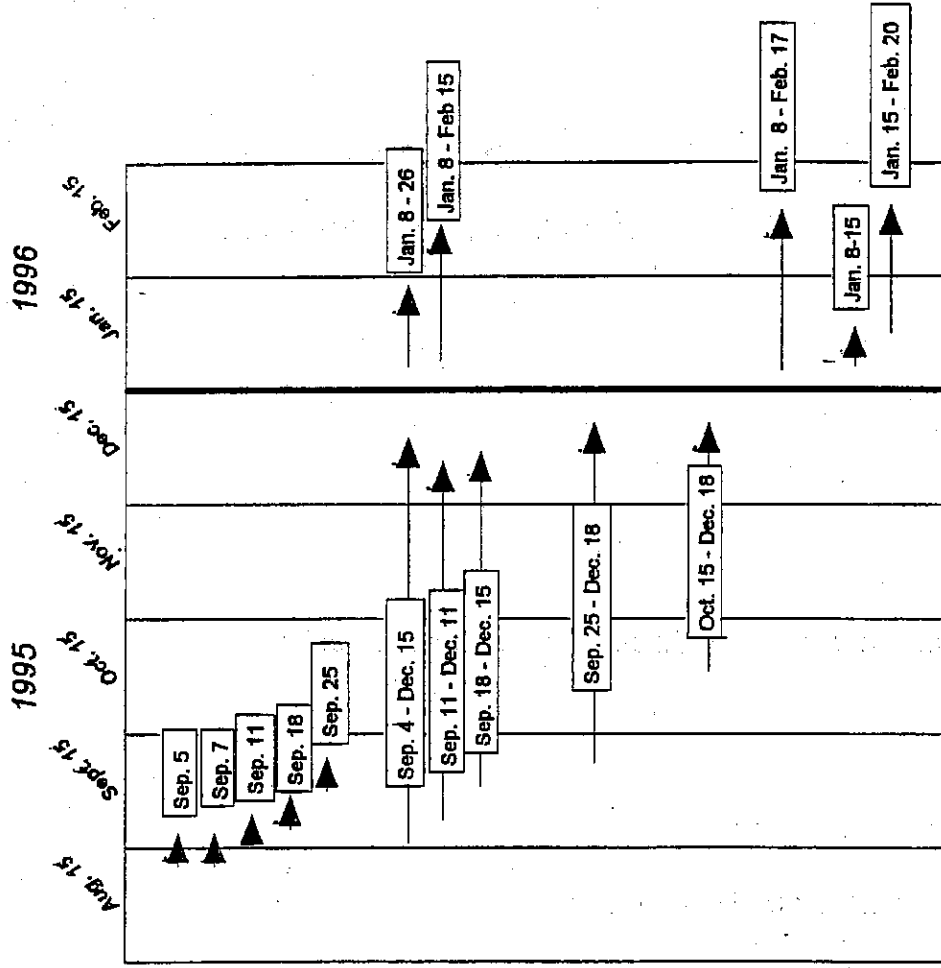
\$4,331,728

55,000 - 18 Gallon Curbside Recycling Bins

\$328,289

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name, possibly "M. J. [unclear]".

# City of Oakland Curbside Solid Waste, Yardwaste & Recycling Implementation Plan



## Garbage Bill Inserts

- First Draft for City Review
- City Comments for Final Draft
- Final Draft Complete/Begin Translation
- Translation Complete/Begin Printing
- Third Qtr. Billing Cut-off Date

## Containers Received

- Selection/Training for Drivers & Supervisors
- Solidwaste, Yardwaste, Recycle Bin Delivery
- \*(Section C & D Primary)

## Curbside Solidwaste, Yardwaste, Bi-weekly Recycling

- \*\*Collection (Phased In: C & D Primary)

## New Trucks Received

## Solid Waste, Yardwaste, Recycle Container Delivery

- \*\*\* (Sector A & B Primary)

## Christmas Tree Recycling

## Curbside Solidwaste, Yardwaste Phased In (A & B Primary)

Schedule will be accelerated where possible, depending on Manufacturer's delivery of Equipment.

\*\*Phase In estimated @ 4500 customers per week

\*\*\*Sectors A&B timing for estimated purposes only. WMAC will Inform Contractors as soon as possible to allow schedule acceleration where possible.

*[Signature]*

**M-2 Implementation Plan  
Effective January 1, 2005**

# Oakland Implementation Plan

OPERATIONS		Tom/Dave	Time Table	Jun	July	Aug	Sept	Oct	Nov	Dec	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25	May	Jun
Activity																													
1	Determine Kitchen pail quantity and order *100,000 qty (incl 5% overage) *Kitchen pail lid layout/text *Purchase order for pails	July-Aug																											
2	Determine 64-gallon recycling cart quantity and order *60,000 quantity *Recycling cart lid layout/text	July-Aug																											
3	Route Audits by drivers *update route lists for cart delivery *Danny Humann to assist	Aug-Dec																											
4	WasteRoute re-routing - present to City for approval *no day changes	Sept-Oct																											
5	Secure two staging areas for cart delivery *80,000sf warehouse needed	Oct-Nov 15																											
6	Designate RIE for Oakland WasteRoute	Oct-Nov																											
7	*Danny Humann to provide Develop new route maps	Nov																											
8	Hire 9 route drivers and 1 route supervisor - new hire training	Nov																											
9	Design cart/pail delivery plan *cart delivery to coincide with resident's regular collection day	Nov																											
10	Bid Process for new routes	Nov-Dec																											
11	Driver Training - New Route Trucks	Nov-Jan 14																											
12	Food pail delivery from Rehiring	?																											
13	*100,000 qty Cart delivery from Cascade	Dec																											
14	*30,000 qty Cart delivery from Cascade	Jan																											
15	*30,000 qty Holiday Tree Pickup	Jan																											
16	Bulky Blackout Dates *to complete holiday tree pickup	Jan																											
17	WasteRoute begins *trucks begin new routing	wk of Jan 31																											
18	Citywide Program start date *weekly recycling/green to begin	wk of Jan 31																											
19	Cart/pail delivery to residents *3 routes per day/40 work days	Jan 31-Apr 1																											
20	*Cart/Pail delivery 'clean-up' *CSRs to dispatch tickets for any undelivered carts reported	Feb 1-June																											
21	Recycling bin recovery *designate route(s) to recover bins for commercial recycling use	Feb																											
22	Recycling bin pickup *90,000 quantity *recycling driver to p/u during route *notify DSTS to be recycled	Feb7-Apr29																											

# Oakland Implementation Plan

MAINTENANCE/EQUIPMENT Bill/Aaron

Activity	Time Table	Jun	July	Aug	Sept	Oct	Nov	Dec	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25	May	Jun
1 Order 1 pickup truck	Jul-Nov 15																										
2 Order 6 route trucks	Jul-Jan 28																										
3 Rebuild 15 of 33 trucks needed *CARB retrofit *three to two compartments *3 days per truck	Jul-Jan 28																										
4 Ajax portables to arrive at cart staging areas - if needed	by Nov 15																										
5 Rent forklift for staging area	by Nov 15																										
6 Order zip ties for cart delivery *100,000 qty	Dec																										
7 Find flatbeds for cart delivery *W/MAC resource for Cascade	Jan																										
8 Rebuild remaining 18 trucks *CARB retrofit	Jan31-Mar4																										

# Oakland Implementation Plan

PUBLIC EDUCATION Roseanne/Erlinn

Activity	Time Table	Jun	July	Aug	Sept	Oct	Nov	Dec	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25	May	Jun
1 Develop kitchen pail lid text	July																										
2 Implementation Plan to City	by Aug 1																										
3 Develop recycling cart lid text	Jul-Aug																										
4 Meet with City re: public education plan components	Jul-Aug																										
5 Bulky Pub Ed Brochure	Oct-Jan 10																										
*Review 2004 brochure & revise																											
*Mail by January 10																											
6 Develop 'change of service day' letter & mail as needed	Nov-Dec 15 not needed																										
Develop & mail announcement pub ed to all SFD																											
*3-month roll-out for carts but weekly service begins Jan 31																											
*explain commingled recycling																											
*explain food/yard waste system																											
*correct setout procedures																											
*removing unwanted recycling bins																											
*notify residents of what actions they need to take during transition																											
*recycling bin re-use contest?																											
*holidays that will impact collection																											
Invoice City re: grant received for food waste start-up costs	May																										
9 Develop Small Business Program	Sept 2005																										

Sept 2005

# Oakland Implementation Plan

Karen/Barbara

BILLING/MAS

Activity	Time Table	Jun	July	Aug	Sept	Oct	Nov	Dec	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25	May	Jun
1 July 1, 2004 rate increase	June																										
2 Check on MAS conversions planned during implementation	July-June																										
3 *Mandatory process - October MAS 'Screen 5' recycling codes from BNY to YC6, Occurs (blank)	Nov-Dec																										
4 MAS 'Screen 5' green waste codes to Occurs (blank)	Nov-Dec																										
5 Add food pail service code to MAS 'Screen 5'	Nov-Dec																										
6 Add premium backyard charges (\$4.25) to 2nd Qtr 2005 billing *OR delete per replies received *June - 2,223 premium customers *1st qtr remain same, start 2nd qtr	Feb-Mar																										
7 July 1, 2005 rate increase	May-June																										

# Oakland Implementation Plan

## COMMUNITY/STAFF ACTIVITIES

COMMUNITY		Roseanne/City																											
	Activity	Time Table	Jun	July	Aug	Sept	Oct	Nov	Dec	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25	May	Jun	
1	City staff program overview and training	Nov-Jan																											
2	Community/Neighborhood Association Meetings - as req'd	Jan-Apr																											
3	School Presentations	Jan-Apr																											
	Letter to premium backyard service customers re: add'l chg																												
4	*Develop letter	Feb-Mar 18																											
	*Mail w/response deadline of 3/11																												
	*Replies written up as svc change																												
	*June - 2,223 premium customers																												
	CSRs to dispatch tickets for any undelivered carts reported	Jan 31-Apr																											
5	*Staff procedure training needed																												
6	Oakland Environmental Expo	20-Apr																											

CUSTOMER SERVICE		Karen/Mary/Linda																											
Activity		Time Table	Jun	July	Aug	Sept	Oct	Nov	Dec	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25	May	Jun	
1	WMAC Customer Service Skills Training/Program Overview	Nov-Dec																											
2	Secure separate phone queue for cart inquiries	Dec-Apr																											
3	*Separate queue active in Dec Develop and record telephone 'on-hold' educational messages	Jan																											
4	Cart delivery lists to CSRs *by route/week of delivery *CSRs to give monthly timeframe	Jan-April																											
5	Add 5 add'l CSRs to manage Oakland start-up questions *Hiring process *Training	Jan-Apr 15																											
6	CSRs to dispatch tickets for any undelivered carts reported *Staff procedure training needed	Jan 31-Apr																											

OPERATIONS		Tom																											
Activity		Time Table	Jun	July	Aug	Sept	Oct	Nov	Dec	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25	May	Jun	
1	WMAC Route Supervisor and Driver New Program Training	Dec-Jan 14																											

**N. listings of Transfer Station,  
Material Recovery Facility,  
Processing Facility and Disposal  
Facilities Permits as of  
December 1, 1995**

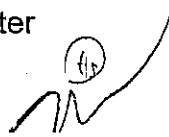
## EXHIBIT N

### LIST OF TRANSFER STATION, MATERIAL RECOVERY FACILITY, PROCESSING FACILITY AND DISPOSAL FACILITY PERMITS

#### Davis Street Transfer Station

- Conditional Use Permit No. 76-16, City of San Leandro, Board of Zoning Adjustments
- Solid Waste Permit SWFP #01-AA-006 (landfill), SWFP #01-AA-007 (transfer), Alameda County Department of Environmental Health
- Industrial Wastewater Discharge Permit #3-10, City of San Leandro Water Pollution Control Plant
- Air Quality Permit to Operate Plant #2773, Bay Area Air Quality Management District
- Authority to Construct Wood Waste Tub Grinder and Wood Waste Screen, Bay Area Air Quality Management District
- Permit to Construct Storm Drain Outfall (1979), San Francisco Bay Conservation and Development Commission
- Underground Fuel Storage Tank Permit #16455, City of San Leandro Fire Department, Hazardous Materials Division
- Hazardous Materials Storage Permit, City of San Leandro Fire Department, Hazardous Materials Division
- Storm Water Discharge Permit for Industrial Activity #2 01S002422, Regional Water Quality Control Board
- Storm Water Discharge Permit for Construction Activity #2 01S301667, Regional Water Quality Control Board

#### Recycle America of Northern California - 77th Avenue

- Conditional Use Permit #CM91-394, August 1992, Modified October 1994, City of Oakland Planning Department
  - Solid Waste Facility Permit #01-AA-0269, Alameda County of Environmental Health
  - Storm Water Discharge Permit Industrial Activity #201S009826, State Water Resources Control Board
- 

**Altamont Landfill**

- Waste Discharge Requirements No. 94-052, California Regional Water Quality Control Board, Central Valley Region, Sacramento, Issued on March 2, 1994
- Solid Waste Facility Permit No. 01-AA-0009, Alameda County Department of Environmental Health, Office of Solid Waste Management, Hayward, Issued on July 14, 1994, concurred with by the California Integrated Waste Management Board on July 8, 1994
- Conditional Use Permit C-6395, Alameda County Planning Department, Hayward, Issued on June 2, 1994
- Finding of Concurrence Resolution 94-95, Alameda County Waste Management Authority, San Leandro, Issued on August 24, 1994
- Permit to Operate (23 sources), Bay Area Air Quality Management District, San Francisco, Renewed annually on February 1, February 4, and August 4

MSE95066.s



**N-1 List of Transfer Station,  
Material Recovery Facility,  
Processing facility and Disposal  
Facility Permits Applied for  
(In Process)**

**WASTE MANAGEMENT OF ALAMEDA COUNTY  
PENDING PERMITS**

**Altamont Landfill**

- Expansion Permit, Alameda County Planning Department
- National Pollutant Discharge Elimination System, Regional Water Quality Control Board (Permit to discharge clean water from the Waste Water Treatment Plant into wetlands area)

**Davis Street Transfer Station**

- Material Recovery Facility, Alameda County Health Care Services Agency (LEA) and California Integrated Waste Management Board (CIWMB), considered a permit modification
- Yard Waste Material Screening Project:
  - City of San Leandro letter approval process with no change required to Conditional Use Permit
  - Letter to LEA; considered a permit modification
  - Bay Area Air Quality Management District, discussions pending regarding potential new permit requirements

**Recycle America of Northern California - 77th Avenue**

None

**N-2 List of Transfer Station,  
Material Recovery Facility,  
Processing Facility and Disposal  
Facility Permits as of July 1, 2005**

## EXHIBIT N-2

### List of Transfer Station, Material Recovery Facility, Processing Facility and Disposal Facility Permits as of July 1, 2005

#### Davis Street Transfer Station

Permit	Agency Name	Permit Number	Expiration Date
Permit to Operate	Bay Area Air Quality Management District	2773	5-1-2006
Pretreatment Permit	City of San Leandro Environmental Services Division	3-10	6-25-2010
Industrial Storm Water General Permit	State Water Resources Control Board	Permit Number CAS000001 WDID No. 2 01I002422	NA
Solid Waste Facility Permit	California Integrated Waste Management Board	01-AA-0007	5-18-2009
Permit to Operate Solid Waste Collection Vehicles	Alameda County Environmental Health	PT0302853	12-31-2005
Minor Waste Tire Facility Permit	California Integrated Waste Management Board	01-TI-0037	2-17-2008
Statewide Portable Equipment Registrations	California Air Resources Board	110458 and 110459	12-31-2006
Conditional Use Permits	City of San Leandro	76-16, 96-1	NA
Hazardous Material and Waste (CUPA) Registration	City of San Leandro Environmental Services Division	Customer # 12845	2-28-2006

## Altamont Landfill

AGENCY*	CURRENT PERMIT NUMBER	EXPIRATION/REVIEW DATE
CIWMB (enforced by LEA)	<i>Solid Waste Facility Permit</i> SWFP No. 01-AA-0009	Issued 1978 Last Reviewed 1998 5 Year Review Due 12/03
SWRCB (enforced by RWQCB)	<i>Waste Discharge Requirements</i> WDR Order No. R5-2002-0119	Adopted June 7, 2002 Ongoing/No Expiration Date
SWRCB (enforced by RWQCB)	<i>National Pollutant Discharge Elimination System (NPDES) Permit</i> NPDES No. 0083763	Adopted June 7, 2002 Expires June 1, 2007
SWRCB (enforced by RWQCB)	<i>General Industrial Storm Water Discharge Permit</i> Number 5S01S000600**	NOIs filed in 1992 & 1997 Ongoing/No Expiration Date
BAAQMD	Plant Number A2066	Reissued Annually (Feb)
Alameda County Planning Department	CUP No. C-5512	Res. # R-2000-414 of the County Board of Supervisors Adopted March 9, 2000
Alameda County Planning Department	CoIWMP Finding of Conformance ACWMA Resolution #2000-10	May 24, 2000
USEPA, Region IX	Determination of Acceptability under the CERCLA Off-Site Rule	September 29, 1998
CDFG	Streambed Alteration Agreement for Fill Area 1	Issued July 1, 1976. No renewal needed
CDFG	Streambed Alteration Agreement for Fill Area 2	Submittal In Progress
USACE	Section 404 Dredged and Fill Material Permit for Fill Area 2	Submittal In Progress

\* **AGENCY NAMES:**

- CIWMB: California Integrated Waste Management Board
- LEA: Local Enforcement Agency (Alameda County Department of Environmental Health)
- SWRCB: State Water Resources Control Board
- RWQCB: Regional Water Quality Control Board
- BAAQMD: Bay Area Air Quality Control District
- ACWMA: Alameda County Waste Management Authority
- USEPA: United States Environmental Protection Agency
- CDFG: California Department of Fish and Game
- USACE: United States Army Corps of Engineers

\*\* The WDID# on the Notice of Intent filed with the Water Board is listed as 5B01S000600, however, the RWQCB has been using 5"S" for site correspondence and in their database in recent years.

**O. Volume to Weight Conversion  
Factors**

EXHIBIT O

VOLUME TO WEIGHT CONVERSION FACTORS

<u>Material</u>	<u>Lbs/cy</u>
General Rubbish	350
Compacted Rubbish	650
Yard Waste	500
Wood Waste	200
Demolition	1,000
Concrete	2,000
Stumps	1,000
Tires	50

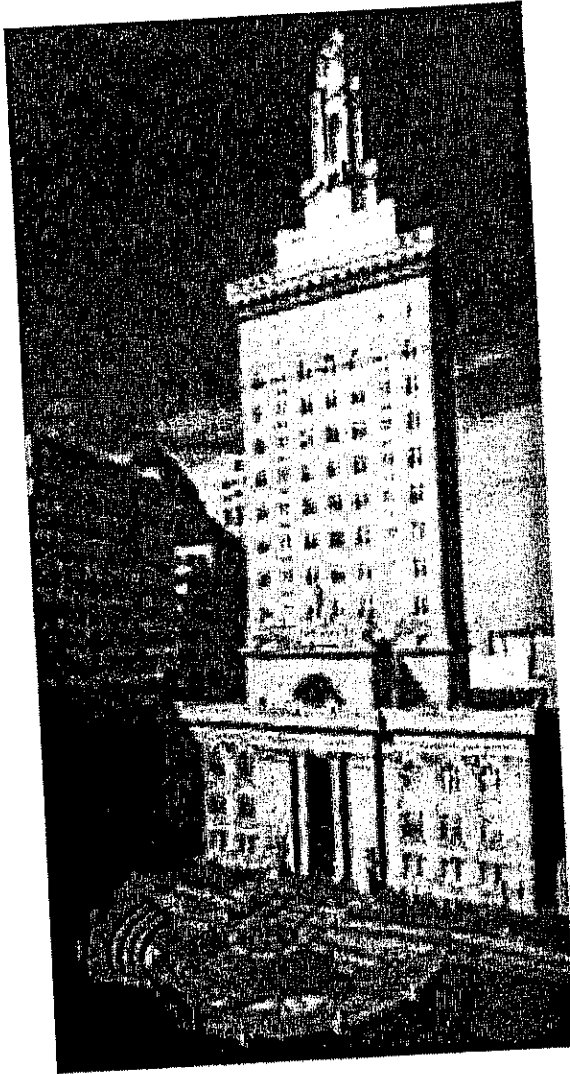
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**P. Local and Small Business  
Enterprise Program**



EXHIBIT P

*Revised and Adopted by Oakland City Council  
2003*



- **Local & Small Local  
For Profit and Not  
For Profit Business  
Enterprise Program**
- **Certification  
Local & Small Local  
Business  
Enterprise (For  
Profit and Not For  
Profit)**
- **Local Employment  
Program**
- **15%  
Apprenticeship  
Program**

*Office of the City Manager  
Contract Compliance & Employment Services Division  
250 Frank Ogawa Plaza Suite 3341, Oakland, Ca. 94612  
(510) 238-3970 - [www.oaklandnet.com](http://www.oaklandnet.com)*

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## **Part I. Local and Small Local Business Enterprise Program (L/SLBE)**

In order to provide economic opportunity for its residents and businesses, and stimulate economic development, the City of Oakland has developed and implemented various policies that directly impact how public funds are spent. These policies are aimed at using the power of the public purse to stimulate economic development through the support and empowerment of the local community, especially those aspects of it that have been placed at a disadvantage in the past. The City has demonstrated leadership through various cutting edge policies and is in the vanguard nationally in terms of harnessing local resources to achieve local benefits. The major programs that were created to serve these respective groups are the Local and Small Local Business Enterprise (L/SLBE) Program and the Local Employment Program (LEP). Supporting and/or complementing these programs are policies regarding living wage, local construction employment referral program, prevailing wage, disadvantaged business enterprises, certifications, apprenticeship, and equal benefits for domestic partners.

The L/SLBE program supports policies that established a twenty percent (20%) participation requirement and a minimum bid discount of two percent (2%) for meeting that requirement. In addition to bid discounts, the program provides for additional points in negotiated professional services contracts and increased points and discounts as the level of local and small local business participation increases. Specifics of the new policies are detailed under "Program Guidelines".

### **Intended Impacts of the L/SLBE Program**

The intended impacts include:

- Increasing the number of Oakland certified businesses participating in City contracting and in development projects;
- Increase the circulation of city dollars within the Oakland community and thus stimulate a stronger economic base; and
- Promote the development of Oakland certified businesses through joint ventures, and mentor/protégé relationships.

The new policies provide economic opportunity to local residents and businesses by supporting local economic development while paying competitive prices for goods and services. At the same time, the program does not obstruct efforts to attract outside investments that are critical to the City's economic growth.

### **Definitions**

- 1) **Availability** - The number of certified L/SLBE firms, by trade, ready and willing to compete for work with the City of Oakland.
- 2) **Business Suppliers/Prefabricators** - An individual or business entity that makes available a certain commodity for meeting demand or for purchase at a given price.
- 3) **City**- Reference to the City or City Council includes the Redevelopment Agency, and reference to the City Manager includes the Agency Administrator.
- 4) **City Financial Assistance Recipient (CFAR)** - A business or individual that receives a city subsidy for a public works project.

- 5) **Commercially useful function** - The business is directly responsible for providing the materials, equipment, supplies or services to the City as required by the solicitation or request for quotes, bids or proposals. LBEs and SLBEs that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the City.
- 6) **Contractor/Consultant/Vendor** - The individual, partnership, corporation, joint venture or other legal entity entering into a contractual agreement with the City.
- 7) **Dealer** - A firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers.
- 8) **Developer** - A person, entity, or business that prepares or develops real property for new development or redevelopment and receives a city subsidy.
- 9) **Emergency Work** - A public works contract awarded because of imminent danger (e.g. fires, floods, earthquakes) or immediate threat to health safety and welfare of Oakland residents and meeting the City's requirements for waiving normal bidding procedures
- 10) **Fixed office** - A fixed office is dedicated office space, owned or leased by the local business, in an established, non-portable building where regular work pertinent to the contract is conducted. For small local business certifications, the fixed office shall be the primary business location of the business. A residence may qualify as a fixed office provided that all the following conditions are met: (a) the business conducted in the residence complies with Oakland Zoning Regulations relating to Home Occupations; and (b) the residence is the primary business location of the business and contributes not less than 51% of the gross receipts of business. A fixed distribution point is a non-portable warehouse or an outside shipping yard owned or leased by the local business, where shipping, receiving and the owner and employees regularly and exclusively conduct distribution of goods and commodities on behalf of the business.
- 11) **Informal construction contracts** - For purposes of establishing a threshold for determining the application of the L/SLBE Program only, informal construction contracts are valued under \$100,000. For informally bid construction contracts, 75% of the work must be awarded to local firms.
- 12) **Informal professional services contracts** - For purposes of establishing a threshold for determining the application of the L/SLBE Program only, informal professional service contracts valued under \$50,000. For informal professional services contracts, 75% of the work must be awarded to local firms.

- 13) **Local Business Enterprise (LBE)** – An Oakland business (a) with a substantial presence in the city of Oakland's geographic boundaries (b) fully operational for 12 consecutive months and (c) a valid business tax certificate.
- 14) **Local Certified Trucker** – A locally owned and operated business engaged in transporting goods on trucks to or from a specified location and holds a valid certification as a trucking contractor.
- 15) **Manufacturer** – A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies purchased.
- 16) **Non-profit/Not for Profit Corporation** – A nonprofit corporation is a corporation formed for purposes other than generating a profit and in which no part of the organization's income is distributed to its directors or officers. Nonprofit corporations are formed pursuant to state law, often under the Revised Model Non-Profit Corporation Act (1986). A nonprofit corporation can be a church or church association, school, charity, medical provider, legal aid society, volunteer services organization, professional association, research institute, museum, or in some cases a sports association. Nonprofit corporations must apply for tax-exempt status at both the federal and state level.
- 17) **Public works contract** – Any construction, alteration, demolition, or repair work done under contract and paid for in whole or in part with public funds, or by a developer who receives any type of governmental subsidy.
- 18) **Size Standard** – One factor used to determine a small business. For the City of Oakland, a small business is one with three-year average gross receipts at or below thirty percent (30%) of the United States Small Business Administration's size standard.
- 19) **Small Local Business Enterprise (SLBE)** – A business with (a) a substantial presence in the city of Oakland's geographic boundaries (b) a full operation conducting business for 12 consecutive months and (c) a valid business tax certificate, and (d) is an independent business headquartered in Oakland.
- 20) **Subcontractor/Sub-consultant** – The individual, partnership, corporation or other legal entity that contracts to perform part of or all of the obligations of another's contract.
- 21) **Subsidiary/Affiliate** – Part of a larger company with national offices located in other cities outside Oakland, and controlled by a home office or headquarters outside Oakland.
- 22) **Subsidy** – A grant, loan, credit, tax rebate, or any other way that provides a measure of value to the developer from the City.
- 23) **Substantial Presence** – A fixed and established place where work is carried on of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify. Businesses with offices both within and outside of the City that seek certification as a local business must demonstrate the existence of a bona fide local office in accordance with the following criteria:

- a) Independent Office Site: The local office can and does function as an independent office site. The local office is not merely a sham operation set up by a non-local business for the purpose of gaining L/SLBE certification;
- b) Fixtures and Equipment: The local office contains all fixtures and/or equipment, including but not limited to, as appropriate, computer(s) software, copy machine(s), furniture, vehicle(s), tools, appliances and/or machinery necessary to operate the business for which the certification is sought;
- c) Space: The local office contains all space necessary to operate the business for which certification is sought, including but not limited to, as appropriate, office space, warehouse space, parking, yard area and/or shop area;
- d) Dedicated Personnel: The local office must be the main office for assigned personnel who conduct a full range of the business' activities out of the local office including but not limited to, as appropriate, professional, clerical and/or administrative staff assigned and dedicated to the local office as necessary to operate the business for which certification is sought;
- e) Daily Function: The local office functions on a daily basis, or a regular basis as otherwise appropriate, providing all services to operate the business for which certification is sought.

24) **Tier** - The level of the relationship between the prime contractor and subcontractors, or between subcontractors.

25) **Waiver** - An intentional action by City Council, excusing a contractor or a department from (1) adhering to and/or complying with a City policy.

#### **Program Requirements**

There is a 20% minimum participation requirement for all construction contracts over \$100,000 and all professional services contracts over \$50,000. All construction contracts below \$100,000 and all professional services contracts below \$50,000 must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.

The 20% local business participation requirement must be met with a minimum participation of 10% for Local Business Enterprises (LBE)/Local Not For Profit Business Enterprise (LNFPBE) and 10% for Small Local Business Enterprises (SLBE)/Small Local Not For Profit Business Enterprise (SLNFPBE). SLBE and SLNFPB may meet the full 20% requirement. In the case of construction projects where trucking is warranted, 20% of the total trucking dollars must be allotted to certified (Oakland) Local Truckers

Based on the "Rule of Three", there must be at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SLBEs are not certified, then the requirement is either waived, or the 20% requirement may be set from 19 % to 0%. The awarding authority shall request an availability analysis if there is reason to believe that the availability of certified firms will not satisfy the 20% requirement. And the request must be made in time for completion prior to issuing an invitation for bids, request for proposals or any other solicitation.

Contractors are required to submit a completed Subcontractor Listing (Schedule R) as attached. The Subcontractor Listing provides the buyer with a formal list of subcontractors, the trade or service area to be provided, bid amounts and certification status on for all profit and not-for profit businesses that will be used on the project.

Schedule R will be used to calculate the level of certified local business participation. Unless a requirement is waived due to limited availability, the determination of responsive and responsible will include meeting the 20% minimum requirement. Each prime or lead contractor is urged to obtain, from each certified subcontractor, a copy of either the certification letter or certificate issued by the City of Oakland, Office of the City Manager, Contract Compliance & Employment Services Division. The certification letter and certificate include the certification number and date of expiration.

Certifications must be current and valid prior to the submittal due date in order for the local participation to count toward meeting the 20% businesses participation requirement. Certification status is confirmed during the compliance evaluation process.

### Program Incentives

Bid discounts are applied at a rate of one percent (1%) or one (1) preference point for every 10% of contract dollars attributable to certified firms. No more than five percent (5%) in bid discounts or five (5) preference points may be earned.

The three examples below demonstrate (#1) the 20% minimum requirement at a rate of 10% LBE and 10% SLBE; (#2) additional bid discounts and preference point values when participation is above and beyond the minimum 20% requirement; and (#3) the maximum allowable bid discount and preference points. The maximum allowable incentives are not designed to limit participation. To address participation above and beyond the 50% maximum, for profit and not for profit entities may bank the participation (up to 2%) for future use.

#### Example 1: 20% Minimum Requirement

	L/SLBE Participation		Bid Discounts	Preference Points
Required	10%	Earn	1%	1
Required	10%	Earn	1%	1
Total	*20%	Total	2%	2

\*20% SLBE participation also satisfies the 20% requirement.

Participation over and above the 20% requirement earns additional bid discounts and points up to a maximum of a 5% bid discount and 5 preference points as long as the participation increases in equal increments between LBE and SLBE or additional participation is achieved with SLBEs.

#### Example 2: Additional bid discounts and preference points.

L/SLBE Participation				Bid Discounts	Preference Points
	LBE	SLBE	or SLBE		
Additional	5%	5%	10%	Earn	1%
Additional	5%	5%	10%	Earn	1%
Additional	5%	5%	10%	Earn	1%
Total	15%	15%	30%	Total	3%

### Example 3: Maximum Allowable

<b>Threshold</b>	<b>Up To 50% participation</b>	<b>Earns</b>	<b>5% Bid Discount</b>	<b>5 Preference Points</b>
------------------	------------------------------------	--------------	----------------------------	--------------------------------

Dollars and hours attributable to subcontracting with Oakland for profit and not-for profit businesses and the hiring of Oakland residents beyond 50% of the contract amount or beyond the 50% employment and new hire work hours threshold, may be banked and applied to projects within a 12 month period following completion of the project on which the extra credit was earned.

### Maintaining Participation

Incentives are earned based on the level of participation proposed prior to the award of a contract. Once a project begins, it is important to achieve and maintain the participation for which incentives were earned. Prime Contractors and consultants must maintain the L/SLBE percentages indicated at the time of a contract award and throughout the term of the contract.

Should the prime contractor fail to maintain the L/SLBE participation listed at the time the contract is awarded, the City may impose a penalty equal to the amount that should have been awarded to L/SLBE, and/or may stop the work.

If the City modifies the original scope of work, the contractor must make reasonable efforts to maintain the L/SLBE participation for which incentives were earned. If change orders affect only one discipline, staff may use their discretion to allow adjustments to L/SLBE percentages for the change order portion of the work. Upon request, City staff will help firms to determine methods of maintaining percentages.

Should the prime contractor fail to maintain the L/SLBE participation listed at the time the contract is awarded, the City may impose a penalty equal to the amount that should have been awarded to L/SLBE, and/or may stop the work upon approval by the full City Council or a designee approved by at least three Council Members of which one must include the Council Member representing the district in which the work is being performed.

### Substitution of Listed Subcontractors

Prime consultants or contractors who have entered into a contract agreement with the City cannot substitute a listed subcontractor or sub-consultant without prior approval of the City.

The City will grant substitution of a listed subcontractor or consultant on the following conditions:

1. A written statement from the listed sub consultant agreeing to the substitution,
2. When the listed sub consultant has been given a reasonable opportunity to execute a contract, yet fails to, or refuses to execute a written contract when such written contract is based upon the City's conditions and scope of work,
3. When a listed sub consultant becomes insolvent,
4. When the listed sub consultant fails or refuses to satisfy contractual agreements,
5. When the listed sub consultant fails to meet contract insurance requirements, or
6. When the City or the duly authorized officer determines that the work performed by the listed Sub consultant is substantially unsatisfactory, or not in accordance with the contract agreement or that the sub consultant is substantially delaying or disrupting the progress of the work.

Prior to the approval of the prime consultant's request for substitution, the City shall give notice, in writing, to the listed sub consultant, of the prime consultant's request for substitution and/or the reason for such request. Such notice shall be served by certified or registered mail to the last known address of the sub consultant. The sub consultant who has been so notified shall have five (5) working days in which to submit to the City written objections to the substitution. Failure to file such written objection shall constitute the sub consultants consent to the substitution.

If written objections are filed, the City shall give written notice of a hearing date to the prime and sub consultant within five (5) working days. At the hearing, the prime and sub consultant will present their cases and the Hearing Officer will make a determination.

### **Emergency Contracts**

Local businesses will be given first priority in the performance of emergency work as defined in Ordinance 7937 CMS, which formulates and establishes procedures for bidding, contracting, and purchasing goods and services.

The City established a goal wherein 75% of emergency contract dollars must be spent with local firms. Of that amount, at least two thirds must be spent with small local businesses. User agencies are required to solicit from certified local firms for all informally bid emergency work whenever feasible.

### **Compliance Monitoring and Penalties**

To ensure compliance with the program, the contractor or consultant shall provide records upon request (within ten calendar days) and permit the City to review all pertinent records and documents of the contractor and subcontractors. The contractor or consultant shall provide a copy of all subcontractor agreements, purchase orders and/or other verification of the total amount to be paid to each subcontractor, supplier, etc., prior to commencement of work. A penalty of one percent (1%) of the contract amount or one thousand dollars (\$1,000) per day (whichever is less) may be applied if records or documents are not provided within the specified time. The City shall deem such refusal a material breach of contract, in which case the City may terminate the contract and/or stop the work until compliance is met. In addition, the contractor or subcontractors may be debarred from participating in future City contracts for a period of six months to five years, and may lose certification.

The subcontractor's progress payment report must be submitted with each progress payment in order for the progress payment to be processed. Also, prime contractors and/or prime consultants will provide the City and Redevelopment Agency with executed copies of its subcontractor/sub consultant agreements to verify dollar amounts stated for all L/ SLBEs. Contractors must also provide information with each progress payment indicating payments made to L/SLBEs in order to receive subsequent progress payments. An Exit Report and Affidavit form should be attached to the final progress payment application.

For construction contracts pursuant to Public Contracts Code Section 4107, et seq., no substitution of the listed L/SLBE subcontractors can be made without the approval of the City. Contractors are required to contact the Contract Compliance Office to request a substitution hearing.

### Prevailing Wages

State prevailing wage rates apply to all public works contracts as set forth in Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Workers employed on construction, alteration or demolition projects in California that use public funds are paid the prevailing wage, which is the basic hourly rate the majority of workers in a particular craft or classification earn. The prevailing wage also is based on the locality and nearest labor market. The California Department of Industrial Relations, (Divisions of Labor Statistics and Research) annually determines prevailing wages and may be reached at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).

The Contractor shall ensure that all workers performing construction work for the project are employed by the Contractor and shall include in its contracts with its contractors, requirements that its contractors' employees and their subcontractors' employees shall be compensated in an amount no less than the general prevailing wage rate of per diem wages pursuant to the California Labor Code Sections 1770, et seq.

The Contractor shall comply with, and shall include in its contracts with its contractors, requirements that its contractors and their subcontractors shall ensure that its contractors and subcontractors comply with all reporting and record keeping requirements of the applicable prevailing wage statutes and regulations. The Contractor is aware of and shall comply with the provisions of the City of Oakland and Redevelopment Agency's prevailing wage requirements contained in Resolution No. 87-4 CMS passed on January 20, 1987 or Resolution 57103 CMS, passed March 28, 1978. Copies are on file with the Division of Contract Compliance and Employment Services.

The prevailing wage requirement will be monitored and enforced by the City of Oakland and Redevelopment Agency. In addition to any other rights provided by California law to recover compensation, a worker that has been paid less than the prevailing wage rates shall have a right to commence an action or proceeding against the employer of the worker for the difference between the prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which the worker was paid less than the compensation required to be paid under the provisions of this agreement.

### Winning Compliance

#### Local Subcontracting Outreach

To ensure full disclosure of contracting and subcontracting opportunities available through the City of Oakland, each awarding City agency, department and division must post city funded contracting opportunities on the City's website.

The City of Oakland, Office of Contract Compliance & Employment Services, maintains a list of for profit and not-for profit businesses and organizations. The list is divided by trade or profession and includes contact information as and if the certification type is either Local Business Enterprise (LBE) or a Small Local Business Enterprise (SLBE). Each agency is required to solicit responses from certified firms appropriate to the nature and scope of the particular solicitation. Upon request, mailing lists of certified firms will be provided to using agencies and contractors/consultants.

### Mentor Protégé Agreements

The City of Oakland strongly supports "Mentor-Protégé" relationships because they help to build capacity in underutilized service areas. Typically, prime contractors and consultants help develop the technical and business capabilities of local and small local as well as disadvantaged businesses (pursuant to DOT requirements). On a case-by-case basis, the City will allow a 5% preference for Mentor - Protégé teams on construction and professional services contracts.

If a prime contractor or prime consultant is able to develop a "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor will enjoy the benefit of credits against City goals particularly under circumstances where availability is zero. In order to earn credit for Mentor-Protégé relationships, the Mentor-Protégé Agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts.

A written mentor-protégé agreement must be completed by both parties and executed before a notary public. The agreement must delineate the rights and responsibilities of each mentor and protégé. The parties must agree to enter into the relationship for the life of the project.

During the duration of the contract both the mentor and protégé must each provide the Division of Contract Compliance and Employment Services with a monthly report of the kinds of mentor skills provided to the protégé, which shall include but not limited to:

- Number of hours expended in the fulfillment of the project by each partner;
- Managerial assistance provided (e.g. bookkeeping services, personnel, payroll, etc);
- Technological assistance provided (e.g. computer hardware/software, training, etc.);
- Bonding assistance provided;
- Number of private sector projects bid on by the mentor-protégé team;
- Number of private sector contracts awarded to the mentor-protégé team; and
- Financial assistance provided.

No officer, director, employee or member of the mentor-protégé team shall be allowed to bid or otherwise participate independently on a city contract where the mentor-protégé team is bidding or otherwise participating. Each party is prohibited from submitting multiple bids on city contracts.

The protégé must be able to demonstrate that it is an independent business operation prior to submittal of a mentor-protégé agreement and throughout the term of the agreement. Unless specifically defined as one of the benefits to the protégé and spelled out in the agreement, the mentor and protégé must maintain separate office spaces while the mentor-protégé agreement is in effect.

#### Joint Venture Agreements

A business that is bidding or competing for City contracts may associate with a certified LBE or SLBE business to compete for contracts as a joint venture. A joint venture should be between two entities with the same discipline or license as required by the awarding department. Joint ventures receive bid discounts depending upon the LBE or SLBE percentage of participation as set forth in the Ordinance. The parties must agree to enter into the relationship for at least the life of the project.

#### Basic Elements of the Joint Venture Agreement:

A Joint Venture must submit a Joint Venture Management Plan and/or a Joint Venture Agreement two weeks prior to the bid due date. Copies of the JV applications are available

upon request to the Contract compliance & Employment Services Division (510) 238-3970. Each agreement or management plan must include, but not limited to the following:

1. Detailed explanation of the financial contribution of each partner;
2. List of the personnel and equipment used by each partner;
3. Detailed breakdown of the responsibilities of each partner;
4. Explanation of how the profits and losses will be distributed;
5. Description of the bonding capacity of each partner; and
6. Management or incentive fees available for any one of the partners (if any).

*Commercially Useful Functions Performed by Joint Venture Partners:*

Each JV partner must perform a "commercially use function" as that term is defined herein. A LBE or SLBE that relies on the resources and personnel of a non-LBE or SLBE firm will not be deemed to perform a "commercially useful function"

*Joint Venture License Requirements:* Each joint venture partner must possess licenses appropriate for the discipline for which a proposal is being submitted. If a joint venture is bidding on a single trade project, at the time of bid submittal, each of the joint venture partners must hold a Joint Venture License and possess the requisite specialty license for that trade bid.

*Delineation of Joint Venture Work:*

The LBE or SLBE partner must clearly define the portion of the work to be performed during the project. This work must be of the similar type of work the LBE or SLBE partner performs in the normal course of its business. The Joint Venture Participation Form must specify the project bid items to be performed by each individual joint venture partner. Lump sum joint venture participation is not acceptable.

*Responsibilities of the LBE or SLBE Joint Venture Partners:*

1. The LBE or SLBE partner must share in the ownership, control, management responsibilities, risks, and profits of the joint venture in proportion with level of participation in the project;
2. The LBE/SLBE partner must perform work that is commensurate with its experience.
3. The LBE/SLBE partner must use its own employees and equipment to perform its portion of the project.
4. For construction contracts only, the joint venture as a whole, must perform bid item work that equals or exceeds twenty-five percent (25%) of the total value of the contract, excluding the cost of manufactured items, in order to be eligible for a joint venture discount.

*Application of Bid Discounts For Joint Venture Agreements*

To be eligible for a bid discount, at the time of bid submittal, each joint venture partner must hold a Joint Venture License and each must have the license that is appropriate for the project as required in the contract document of the contract award authority. Unless permission is granted by the City Manager or his designee for good cause shown, based on sudden and unexpected necessity, the following actions are not permitted: i) the non-LBE/SLBE partner performing work for the LBE/SLBE partner; ii) leasing of equipment or property by the LBE/SLBE partner from the non-LBE/SLBE partner; and iii) the hiring of the non-LBE/SLBE partner's employees by the LBE/SLBE partner.

#### Other Joint Venture Conditions

The City Manager or designee must first approve the LBE/SLBE Joint Venture Agreement/Management Plan before the joint venture is eligible for bid discounts. Any changes must also receive the prior approval of the City Manager or designee. In addition to any other information required by conditions specified herein, each LBE/SLBE joint venture must provide upon request, cancelled checks and any other financial records to the City.

#### Earning Credits (Banking Dollars)

In order to increase the level of self-sufficiency of Oakland based firms, the City will allow contractors to accumulate credits for hiring local businesses and small local businesses on non-city funded projects, and to earn credits for the participation of local businesses beyond the fifty percent (50%) threshold on city funded projects. Prime contractors will be allowed to bank extra credit based on dollars paid to certified local firms on non-city funded projects prior to the notice to proceed and on city funded projects, when at project end, there is proof of participation exceeding the fifty percent (50%) threshold. A maximum of 2% banked credits will count toward achieving the requirement on a City contract.

In order to receive bid discounts above the two percent (2%) minimum requirement the bidder must allocate additional dollars at a 5% LBE and 5% SLBE split. The ability of firms to bank hours on non-City projects will not be retroactive. Firms will only have one year to credit these hours.

#### City-Assisted Private Developments

For City-assisted private developments (e.g. Disposition and Development Agreements, affordable housing projects, and loans for construction projects) prime contractors are required to seek competitive bids from subcontractors and comply with the program goals and objectives as set forth in this document. Prime contractors must give SLBE contractors a 5% bid discount and LBE contractors a 2% bid discount. Prime contractors are required to award to the lowest responsible bidder.

#### Incentives for Supporting Local Business Participation on City Contracts

Each year, the City Manager will award a certificate of achievement to the city agency that reaches the highest level of support to small local businesses.

#### Other

Prime contractors shall not impose any unreasonable additional criteria on subcontractors that are not required by the City. Any demand on the subcontractors that would change the way the subcontractor may do business will be deemed unreasonable. The prime contractor shall not selectively impose criteria upon local certified businesses that are not applied to other business in similar contractual relationships with the prime.

In addition to any other documents required by the bid specifications, the contractor shall submit the Compliance Commitment Agreement as attached.

All bids submitted shall be made available to the public upon bid opening as required by the Sunshine Ordinance, including all bids prepared by subcontractors.

Attached herein are construction forms identified as (Schedule R-Subcontractor /Supplier/Trucking Listing; Schedule U-Compliance Commitment Schedule W-Bid Confirmation (lowest bidder must submit this form 48 hours after bid opening.

**END**

## **Part II. Certification**

### **Certification Criteria**

The City of Oakland now certifies both for-profit and not-for-profits operations. Certification criteria apply to both for profit and not-for-profit organizations.

1. An established operation located and doing business or operating within the geographical boundaries of the City of Oakland.
2. Fully operational for at least twelve (12) consecutive months prior to applying for certification.
3. A valid City of Oakland Business Tax certificate issued no less than twelve (12) months prior to applying for certification. All payments must be current and the certificate must reflect the address of the local business.
4. A fixed office that reflects a substantial presence in the geographical boundaries of the City of Oakland. Post Office boxes, temporary locations, and moveable work sites will not establish status as a local business. In the case of trucking firms, the truck inventory must be located within the city limits. A fixed office is a dedicated office space, owned or leased by the local business, in an established, non-portable building where regular work pertinent to the contract is conducted. For SLBE certification, the fixed office shall be the primary business location of the business. A residence may qualify as a fixed office provided the following conditions are met: (a) the business conducted in the residence complies with Oakland Zoning Regulations relating to Home Occupations; and (b) the residence is the primary business location of the business and contributes not less than 51% of the gross receipts of business. A fixed distribution point is a non-portable warehouse or an outside shipping yard owned or leased by the local business, where shipping, receiving and the owner and employees regularly and exclusively conduct distribution of goods and commodities on behalf of the business.
5. The owner or employees (person hired and paid directly by the local business to conduct work solely on behalf of the business at its fixed office or distribution point) shall be available during normal operating hours.
6. A LBE/SLBE must comply with all applicable Federal, State and local regulations, including, but not limited to the City of Oakland Zoning Regulations.
7. All taxes, fees, permit fees, and fines shall be current.
8. Upon request by the City's certifying officer, a LBE/SLBE must possess and make available for inspection the following documentation citing the Oakland business street address:
  - a. Executed (i.e. signed by all parties) copies of past/current contracts;
  - b. Oakland Business Tax Certificate and federal tax identification number;
  - c. Executed lease or other written agreement for occupancy of the Oakland office;

- d. Business cards and Utility bills (including but not limited to telephone, gas, electric, or water bills)
9. A business requesting certification shall supply the City with all such additional information, as the City may deem relevant to make a determination on its eligibility for certification. The City may wish to review additional documents that may include, but may not be limited to:
  - a. Commercial advertising
  - b. On-site signage
  - c. Letterhead
  - d. Previous Lease Agreements
  - e. Marketing materials
  - f. Listing in the telephone book.
10. Small local businesses must present or make available copies of federal tax returns showing gross revenues for the three most recent fiscal years in order for the City to determine compliance with established business size standards.

#### **Certification Eligibility Standards**

##### **Ownership And Control For Small Local Business Enterprise**

The following standards shall be used by the City to determine if a firm is owned and controlled by one or more owners or businesses and eligible for certification as a Small Local Business Enterprise:

1. An eligible small local business shall be an independent business. The ownership and control of the SLBE shall be real, substantial and continuing and shall go beyond the pro forma ownership of the firm as reflected in its ownership documents. The small local business owner shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance rather than form of arrangements. Recognition of the business as a separate entity for tax, corporate or local status purposes is not necessarily sufficient for recognition as an SLBE. In determining whether a potential SLBE is an independent business, the City shall consider all relevant factors, including the date the business started, the adequacy of its resources for the work of the contract, and the degree to which financial, equipment leasing and other relationships with non local firms.
2. The owner(s) of the small local business must also possess the power to direct or cause the direction of the management and policies of the firm. Also, the owner shall make the day-to-day, as well as major decisions on matters of management, policy and operations. The firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owners. There shall be no restrictions that would prevent the local business owners, without the cooperation or vote of any non-local owners, from making a business decision of the firm. (i.e. bylaws provisions, partnership agreements or charter requirements for cumulative voting rights)

- Where the actual management of the firm is contracted out to individuals other than the owners, those persons who have the ultimate power to hire and fire the managers are, for the purposes of this part, considered controlling the business.
- The contribution of capital or expertise by the local owner(s) to acquire their interests in the firm shall be real and substantial.
- Newly formed firms and firms whose ownership and/or control has changed since the date of the advertisement of the contract are closely scrutinized to determine the reasons for the timing of the formation of or change in the firm.
- A previous and/or continuing employer-employee relationship between or among present owners are carefully reviewed to ensure that the employee-owner has management responsibilities and capabilities.
- Any relationship between a SLBE and non- SLBE, which has an interest in the SLBE, is carefully reviewed to determine if the interest of the non-SLBE conflicts with the ownership and control requirements.
- SLBEs will be considered bona fide if the ownership interests are real and continuing, and not created solely to meet the City goals for SLBEs participation. The SLBEs included in the contract must perform commercially useful services and/or supplies and not merely act as a passive conduit. In the event the City has reason to question the ownership of SLBEs, the burden of proof is on the claimant and/or contractor to provide documentation to substantiate the SLBE business enterprise status.

### **Size Standards for Small Businesses**

The City has established a size limit in order to set forth criteria and define small local businesses. In making the determination relative to size, the City will use thirty percent (30%) of the United States Small Business Administration's Small Business Size standards. Size is based on gross revenues realized by the firm for the three most recent fiscal years that the firm is doing business.

### **LBE/SLBE Certification Process**

**Step 1 – The Application:** Down load Applications from the web site maintained by Contract Compliance & Employment Services (CC & ES). From Oaklandnet.com, select Contract Compliance on the "go to" link. Requests for certification applications can be made by phone, facsimile, electronic mail, in writing or in person. When submitting the application, remember to attach a copy of the most recent Business Tax Certificate and have the application notarized. If you are applying as a small business, attach the last three most recent business tax returns.

**Step 2 – The Review Process:** The City of Oakland employs a three-tier certification process as standard operating procedure. This process is used to determine the degree of difficulty and time necessary to complete the review.

- ✓ Tier I – The application, upon review by staff, is complete and accurate, and requires no further action. Analysis, recommendation and notification as to the status of the application to certify or deny certification will be conducted within 10 working days. Tier I applications are typically LBE re-certifications.
- ✓ Tier II – The application, upon review by staff, requires additional information (e.g. application information is incomplete or requires clarification, supporting documents missing, etc.) If the application is incomplete, additional documentation will be requested and must be submitted within 10 working days. Analysis, recommendation and notification as to the status of the application to certify or deny certification will be conducted within 10 working days.
- ✓ Tier III – The application, upon review by staff, necessitates a desk audit and site visit. The desk audit and site visit will be conducted within 15 working days. All parties are asked to cooperate fully with the investigation. Failure or refusal to furnish requested information or failure to cooperate voids the application. If the audit and review results in a satisfactory determination, analysis, recommendation and notification as to the status of the application to certify or deny certification will be conducted within 10 working days after the site visit.

During the process of certification, the City may review any documentation or information it deems necessary to determine whether the applicant meets the definition of a local business set forth in the section 2.01 of this document.

To ensure complete and accurate determination in a timely fashion, it is requested that all potential LBE/SLBE participants submit an application for certification a minimum of three (3) weeks prior to a bid opening or submittal of a proposal. In order to receive LBE or SLBE credit for listed subcontractors and suppliers certifications must be complete and existing at the date and time of bid opening or submittal due dates.

Certification with another agency does not constitute certification with the City of Oakland. The City reserves the right to approve LBE/SLBE status from other government or City agencies. Firms or individuals who knowingly submit false information concerning their LBE/SLBE business status are subject to action or actions for fraud under the State and Federal False Claims Act and will be debarred from bidding on future City work for a period of three (3) years.

### **Other Considerations**

In addition to the above the City shall give special consideration to the following circumstances in determining eligibility:

- Newly formed firms and firms whose ownership and/or control has changed since the date of the advertisement of the contract are closely scrutinized to determine the reasons for the timing of the formation of or change in the firm.
- Previous and/or continuing employer-employee relationships between or among present owners are carefully reviewed to ensure that the employee-owner has management responsibilities and capabilities.

- Any relationship between an LBE/SLBE and a business that is not an LBE/SLBE, which has an interest in the LBE, is carefully reviewed to determine if the interest of the non-LBE conflicts with the ownership and control requirements.
- A joint venture is eligible for certification if the LBE/SLBE partner of the joint venture meets the standards for an eligible LBE. The LBE partner is responsible for a clearly defined portion of the work to be performed and shares in the ownership, control, management responsibilities, risks and profits of the joint venture. The City Attorney's office must approve joint venture agreements.
- The mentor and protégé must be certified prior to the submittal of a mentor-protégé agreement for approval.

#### Re-Certification

A City of Oakland certification is valid for a period of two years, unless otherwise specified. At the end of the certification period (October and April) the business may apply for re-certification. Notwithstanding the above, the City may require re-submittal of current documentation and information in the event a LBE/SLBE certification is challenged.

#### Appeal

Any firm that believes that it has been wrongfully denied certification as an LBE/SLBE or joint venture may file an appeal in writing. The written appeal must be signed and dated.

The appeal shall be filed no later than 30 days after the date of denial. The City may extend the time for filing, or waive the time limit in the interest of justice. The City may specify in writing the reason for so doing.

Third parties, who have reason to believe that another firm has been wrongfully denied or granted certification as an LBE/SLBE or joint venture, may advise the City in writing. This information is not considered an appeal.

The City ensures a prompt investigation, and may at its discretion; decertify the LBE/SLBE or joint venture pending the outcome of the investigation.

### **Part III: Local Employment Program**

#### **Program Objective**

The objective of the Local Employment Program for public works and subsidized construction projects is to cause the hiring of Oakland residents on as many Prevailing Wage jobs as possible, and to encourage businesses to hire local residents for non-City-funded work.

#### **Definitions**

1. **Apprentice** – An individual who is registered with an apprenticeship program approved by the Division of Apprenticeship Standards (DAS).
2. **Apprenticeship Coordinator** – An individual who supervises apprenticeship-training activities.
3. **Apprentice Work Hours** – The work hours apprentices are required to work on public works projects.
4. **Bay Area Construction Sector Intervention Collaborative (BACSIC)** – A coalition of community based organizations, union representatives and apprenticeship coordinators partnering to provide necessary support services to assist job seekers in obtaining employment in the construction industry.
5. **City** – The City of Oakland, including the Redevelopment Agency. Reference to the City Manager includes the Redevelopment Agency Administrator.
6. **City Financial Assistance Recipient** – An entity or individual that receives a City subsidy for a public works project.
7. **Community Based Organization (CBO)** – A non-government agency created to provide training or employment assistance to job seekers.
8. **Contract** – The written agreement to provide services established between the City (or developer) and the general contractor.
9. **Contractor** – An individual, partnership, corporation, joint venture or other legal entity entering into a contract (or a subcontract of whatever tier) for a public works project (as such projects are defined in this policy). The general contractor is the entity that enters into the contract directly with the City or Developer; a Subcontractor is an entity that enters into a Contract with the General Contractor or a Subcontractor of whatever tier.
10. **Core Employee** – An apprentice or journey level employee who: possesses any license required by state or federal law for the project work to be performed; has worked a total of at least 1000 hours in the construction craft during the prior three years; was on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award; and has the ability to perform safely the basic functions of the applicable trade.
11. **Craft-by-Craft** – Measuring the hours worked by an apprentice or journey person with regard to each craft, as defined in the Federal and State Wage Determination.
12. **Developer** – A person or entity that prepares or develops real property for development or redevelopment and receives a City subsidy.
13. **Division of Apprenticeship Standards (DAS)** – The agency responsible for apprenticeship in the state of California.

14. **Emergency Work** – A public works contract awarded because of imminent danger (i.e. fires, floods, earthquakes) or threat to the health, safety and welfare of Oakland residents and meeting the City's requirements for waiving normal bidding procedures.
15. **Local Construction Employment Referral Program (LCERP)** – The Employment Services Unit of the Office of the City Manager created to identify Oakland residents for employment on City of Oakland and Oakland Redevelopment Agency construction projects.
16. **Monitoring** – The system established to measure compliance with the Local Employment Program Policy and the 15% Apprenticeship Utilization Policy. This system includes tracking the employment status (as reported by certified payrolls) on all public works projects. Monitoring occurs for:
  - a. Payment of prevailing wages
  - b. Resident workforce hours
  - c. Apprenticeship Hours
  - d. New Hires
17. **New Hire** – Any employee of a contractor who is not listed on the contractor's quarterly tax statements for the tax period been hired prior to the commencement of work, unless the employee qualifies as a Core Employee.
18. **Owner Operator** – a contractor, who operates their own, leased or rented equipment and uses that equipment on the public works project, and hires no other employees.
19. **Post Award** – The meeting held between the City and contractors after the award of a public works project and before the issuance of a notice to proceed. Post award meetings occur at the request of either the using agency or contractor/consultant.
20. **Public works project (project)** – Any construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds or by a developer who receives a City subsidy for the project.
21. **Resident** – Any person whose primary residence is in Oakland. This individual must have established residency at least two weeks prior to commencement of work by the contractor.
22. **Subcontract** – A contract that exists between the general contractor and a subcontractor or between subcontractors of any tier.
23. **Subsidy** – A grant, loan, credit, tax rebate or any other instrument or means that provides a measure of value to the developer from the City.
24. **Tier** – The level of relationship to the prime contractor of a subcontractor who enters into a contract under a prime or another subcontractor to perform a portion of the work on a project.

### **Program Goals**

For any construction contract or development agreement with the City this policy establishes a goal for Oakland-resident employment on public works projects (as such projects are defined in this policy). Specifically, for work performed at the construction site, this policy establishes a goal of 50% of the work hours, which must be performed by Oakland residents on a craft-by-craft basis. In addition, a minimum of 50% of all new hires on the project (on a craft-by-craft basis) must be Oakland residents, and the first new hire must be an Oakland resident. A contractor or developer must achieve the goals or secure an exemption from the City.

Apprenticeship is an essential pathway to a productive career in the construction trades. Therefore this policy recognizes that implementation of the 15% Oakland Apprenticeship Utilization policy on public works projects is important to achieve the goals of this policy. This policy will include additional incentives to both highlight and further encourage the use of Oakland apprentices. Utilization of Oakland Apprentices will count toward the 50% new hire goals and the 50% workforce hour goals.

### **General Provisions**

The City shall require its developers and contractors to abide by the Local Employment Program. The City shall also require that the developers and contractors enforce the provisions of the Program on any and all parties with whom the developers and contractors intend to enter into a contract to perform any portion of said work.

The Local Employment Program required by the City will be incorporated in all contract specifications as well as Dispositions and Development Agreements (DDA) for subsidized projects and contract specifications. The developer or contractor shall cause this Program to be a part of all subcontracts, regardless of Tier or phase under the contract. The goals set forth must be maintained for the duration of the project.

The LEP applies when the project includes the purchase of construction services either by the City as buyer or by a City Financial Assistance Recipient (CFAR); and either the City is the buyer and the dollar amount of the project exceeds \$50,000.00 dollars; or the project exceeds 30 days; or new hires are needed to perform the work on the project.

The LEP does not apply when the contract or subcontract is performed by an owner/operator; or the project requires less than 40 hours of work; or the project is performed as emergency work; or a job requires no more than two craft-persons to perform the duties of the entire project; or a contractor's core workforce includes 50% Oakland residents, and no additional employees will be hired.

Prior to receipt of the Notice to Proceed (NTP), the developer or contractor and Contract Compliance & Employment Services staff together will create a project-specific plan to comply with the LEP goals on a craft-by-craft basis for all work forces and for planned new hires. The project-specific plan will recognize the lawful hiring hall rules of the union hiring halls where applicable. The Anticipated Project Workforce Form may be used in the development of a project specific compliance plan.

### **Winning Compliance**

The Developer or Contractor must meet or exceed the 50% work force and new hire requirements in order for the following program criteria to apply:

#### **Exemptions**

Hours of work performed by employees of a subcontractor on a LEP-covered project may not be assessed against the Contractor's LEP goals, if the subcontract will be:

1. Performed by an Owner Operator;
2. Performed in less than 40 hours;
3. The Subcontractor's core work force includes 50% Oakland employees, and no additional employees will be hired; or
4. No more than two craft persons are required to perform the work of the subcontract, the Subcontractor hires no new employee to perform the work and the Subcontractor is a Small Business within the meaning of City policies.

When the Contractor has taken the steps and an Oakland resident is not available the City shall issue an exemption.

### **Conditional Exemptions**

The Developer or Contractor's project manager must submit a request for conditional exemption to the Contract Compliance & Employment Service staff. They must determine whether to grant the exemption prior to issuance of the contract. The request is reviewed based on conditions (cited by Developer or project manager) that make compliance unfeasible. Examples of such conditions include but are not limited to:

1. Permanent core workforce performs short-term (five days) work.
2. Intermittent service by one trade throughout the life of the project
3. Overall project time is under three months.
4. Owner Operator performs the work.

If circumstances arise subsequent to the issuance of the contract, the results of which the Contractor believes will prevent attaining the local-hire goals, the contractor will immediately notify Contract Compliance & Employment Services staff by requesting a conditional exemption. Staff shall meet with the applicant as necessary and issue a decision within five days, including a determination as to any retroactive liability for failure to achieve the goals for work undertaken prior to the application for such a conditional exemption.

**Local Construction Employment Referral Program (LCERP)** – The Local Construction Employment Referral Program is a one-stop employment service for Oakland residents. The on site Job Developer evaluates the skill levels of Oakland residents seeking work as skilled or un-skilled workers on construction projects. Names, contact information and skill levels are maintained in a LCERP Data Bank. In order to satisfy the fifty percent (50%) new hire goal when employment vacancies occur on a job site, each contractor must follow the steps outlined below.

### **Referrals and Dispatching Oakland Residents:**

1. For Open Shop – in the absence of a collective bargaining agreement the Contractor shall:
  - a. Contact Contract Compliance & Employment Services (CC&ES) to request a referral from the Local Construction Employment Referral data bank; and
  - b. Submit a completed "Job Request & Referral Form" by fax or e-mail.
  - c. The CC&ES will refer an Oakland resident (matching the qualifications identified by the contractor on the Job Request & Referral form) to the Contractor within three business days.
2. For Union Shop – contractors working under a collective bargaining agreement shall:
  - a. Contact local union hall to request an Oakland resident; and
  - b. If an Oakland resident is not available for dispatch, contact CC&ES to request a referral from the Local Construction Employment Referral data bank; and
  - c. Submit a completed "Job Request & Referral Form" (Attachment \_\_\_\_ ) by fax or e-mail to CC&ES.
  - d. The CC&ES will refer an Oakland resident (matching the qualifications defined by the contractor) to the local union hall and that resident will be dispatched within three business days in accordance with the lawful hiring hall rules of the Union.

## **Incentives and Penalties**

### *Incentives (credit or banking of hours)*

To encourage long-term retention and early hiring of Oakland residents as employees of contractors doing business in Oakland, the City will give a contractor credit towards the LEP goals when the contractor employs craft persons, superintendents, and foremen that are Oakland residents. Banked or credited hours may only be applied toward meeting 50% of the LEP requirement. Contractors may receive credit for hours performed by these Oakland-resident employees in the following circumstances:

1. When a contractor exceeds the LEP workforce hour goal on an existing project, those surplus hours will be banked for application on a subsequent City project.
2. When a contractor employs Oakland residents on non-City projects during the year prior to issuance of a notice to proceed on the City contract, those hours will apply toward the 50% workforce hour requirement.
3. When a Contractor employs Oakland residents on non-City projects during the six months following completion of a City Contract or Subcontract, those hours will be banked for application on a subsequent City project.
4. The general contractor may utilize the hours performed by its Oakland-resident employees that exceed LEP goals to meet the LEP goals of a Subcontractor that fails to achieve its own LEP goals. However, the City may designate a contractor as ineligible to receive excess-hours credit under this section for demonstrated prior non-compliance.

Contractors may fully avail themselves of other credits for local hire that may be available in other City programs and policies (such as tax credits) without regard to the credits that they may receive under the LEP policy for their use of Oakland-resident employees. The LEP is in no way designed to reduce or otherwise compromise those available incentives.

### *Penalties*

Any penalty imposed under this policy for a Contractor's failure to achieve the LEP goals will be implemented under a system of progressive implementation. The City will assess factors such as the degree of failure; the efforts undertaken to achieve the goals and the presence or absence of repeated failure to achieve the goals in determining what level of penalty would be appropriate within the penalty range available in Article VI.

When a Contractor finishes its contract without meeting the LEP requirements, and a penalty is warranted, the City will withhold from final payment up to 150% of the wages for the deficient hours of the non-complying Contractor's contract. The Contractor will have one year to work off the hours owed by working Oakland residents on non-City projects. If at the end of this period all the deficient hours have not been eliminated, the Contractor will forfeit 150% of the wages for any remaining deficient hours to the City as a fine.

Repeated failure to comply with the LEP could lead to debarment under City contracting policies.

## **Outreach**

The City may hold a post-award meeting to familiarize the contractors with the LEP requirements as well as with the requirements of the 15% Apprenticeship Program. If requested by the contractor the

City shall hold such a meeting within 10 business days. Post award meetings are most advantageous to contractors that wish to become more familiar with these programs and may also be held upon request of the contractor throughout the life of the project. Attendance at a post-award meeting will contribute to the contractor's ability to comply with the LEP and apprentice utilization policies. To the extent allowable by law, the meeting will be open to stakeholders.

A post-award meeting will include instructions on when and how to prepare and submit the following forms:

- Certified payroll reports
- Anticipated Project Workforce
- Job Request and Referral
- Apprentice Utilization Plan
- Certified Trucking Roster
- Quarterly Wage & Withholding Reports (DE-6)
- Progress Payment

A post-award meeting should also provide, when possible, information to support the contractors' success, and may include:

- California Labor Code relating to Apprentices on public works projects
- Certification Application
- Work Opportunity and Welfare-to-Work Tax Credit
- Construction & Demolition (C&D) Debris Recycling
- Prevailing Wages
- Apprenticeship Program

The City Manager's Office, Contract Compliance & Employment Services Division will conduct at least three "Winning Compliance" Workshops per year. Contractors are encouraged to attend at least one such workshop. Forms and information listed above under post award meeting will be the major topics of discussion. Attendance at these workshops will assist the contractor in complying with the LEP and apprentice utilization policies.

### **Reporting**

The developer or contractor must submit reports for compliance with the LEP as required by the City. These reports may include weekly certified payroll records for all crafts covered under these Program provisions within fifteen working days of the end of each payroll period. In addition to the weekly-certified payroll records, the City may require a weekly or monthly summary of the information that would be obtainable from the certified payroll regarding local-hire by craft. These reports must show the person-hours on a craft-by-craft basis and, in the case of certified payroll records, identify the address, Social Security number, new hire, ethnicity, gender and trade and status (journeyperson or apprentice) of all employees on the project. All reports must have an original signature and be signed by an authorized officer of the company under penalty of perjury. The City will make a copy of required forms available to Contractors. These forms will be available in hard copy or digitally.

Nothing in this Policy is intended to eliminate the requirement of a contractor to maintain certified payrolls, or of the subcontractors to provide certified payrolls to the prime Contractor, or for any contractor to provide certified payrolls to any party that requests them, as required in State law.

### **Monitoring**

The City will monitor LEP and Apprentice-Utilization compliance, via means such as desk reviews or on-site monitoring. City employees conducting on-site monitoring are authorized to visit City-subsidized projects and are covered under the City of Oakland's insurance policy. Full-scale investigations of non-compliances or violations will be on an as-needed basis.

The City shall provide a general contractor with an audit of a subcontractor's LEP compliance within 45 days of the request, so long as the General Contractor provides the City with the information required by the City to make such an audit.

Audits of compliance may require the review of documents such as certified payrolls, Apprenticeship Utilization Form, Request & Referral Form, Certification of Compliance Hours Form, cancelled checks, progress payments, or Quarterly Wage and Withholding Reports (DE-6), among others.

A Developer or Contractor that fails to provide requested documents or misrepresents material facts in such documents shall be deemed to be non-compliant with the LEP.

### **Other Conditions**

Developers or contractor will comply with the appropriate provisions of the California State Labor Code regarding the required ratio of apprentices to journeypersons to be employed on the job site.

### **Program Amendments**

The City Manager may make changes as necessary to implement and achieve the goals of the Local Employment Program.

### **Conflicts**

The provisions of this program may not be enforced to the extent that such enforcement results in a Developer or Contractor violating a consent decree or other judicial or administrative order or a statutory or regulatory provision.

### **Severability**

In the event any provision of this Program is deemed illegal or invalid for any reason, said illegality or invalidity will not affect the remaining parts of the Program but the same shall be construed and enforced as if said illegal or invalid provision had never been inserted herein, and the Ordinance will be interpreted in a manner that best gives effect to its initial understanding.

### **End of Document**

# CONSTRUCTION FORMS ATTACHMENTS:

- |                |   |
|----------------|---|
| • EBO          | Declaration of Nondiscrimination                      |
| • Schedule C-1 | Declaration of Compliance with ADA                    |
| • Schedule G   | Progress Payment Form                                 |
| • Schedule O   | Declaration of Campaign Contribution Limits           |
| • Schedule P   | Nuclear Free Zone Disclosure                          |
| • Schedule R   | Subcontractor, Supplier, Trucking Listing Form        |
| • Schedule U   | Compliance Commitment Agreement Form                  |
| • Schedule V   | Affidavit of Non-disciplinary or Investigatory Action |
| • Schedule W   | Bid / Proposal Confirmation                           |
| • Exit Report  | Exit Report and Affidavit                             |

(Note: For the following EBO, Schedule C-1, O, P, R, U, V, and W see documents in the Proposal Documents section of the specifications)

(Note: For Schedule G and the Exit Report see forms attached)

[illegible]

Name and Title \_\_\_\_\_ Date \_\_\_\_\_

Revision Date 7/20/00

CITY OF OAKLAND  
LOCAL AND SMALL LOCAL BUSINESS ENTERPRISE  
EXIT REPORT AND AFFIDAVIT

The Prime Contractor/Consultant must complete this form for, and have it executed by, each LBE/SLBE subcontractor/Subconsultant (incl. lower tier LBE/SLBE subcontractors/subconsultants), suppliers and truckers. This form must be submitted to the City Manager's Office of Contract Compliance & Employment Services with the final progress payment application. (Please complete a L/SLBE Exit Report for each listed L/SLBE subcontractor/Subconsultant).

TRANSMITTAL To: Contract Compliance Officer: \_\_\_\_\_

From: Contractor \_\_\_\_\_ Date Transmitted: \_\_\_\_\_

SECTION I. Reporting Date: \_\_\_\_\_ Project Name: \_\_\_\_\_

Name of L/SLBE: Portion of Work (Trade) \_\_\_\_\_

Original L/SLBE Contract Amount: \_\_\_\_\_ Change Orders, Amendments, Modifications: \_\_\_\_\_

Final L/SLBE Contract Amount: \_\_\_\_\_ Amount of Progress Payments Paid to Date: \_\_\_\_\_

Amount Owning including all Change Orders, Amendments and Modifications: \_\_\_\_\_

Please include a detailed written explanation on Page 2 of this form if the final contract amount for this LBE/SLBE is less than the original contract amount.

**Execution by LBE/SLBE:**

I agree with the information on this form. Note: If LBE/SLBE is in disagreement, it should be not signed below but instead return this form with an explanation of, and reasons for, the disagreement in the space provided on Page 2 of this form:

Signature of Owner/Authorized Representative of LBE/SLBE: \_\_\_\_\_

(Name and title: please print) Phone Date \_\_\_\_\_

**SECTION II.**

I/We declare, under penalty of perjury under the laws of the State of California, that the information on this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within a reasonable time after the date of the City's final payment under the Contract.

Prime Contractor, including each joint venture partner, must sign this form (use additional sheets if necessary)

Owner/Authorized Representative (Signature) \_\_\_\_\_  
(Signature)

Owner/Authorized Representative

Name (please print/type) \_\_\_\_\_

Name (please print/type) \_\_\_\_\_

Title (please print/type) Date \_\_\_\_\_  
print/type) Date

Title (please

Firm Name \_\_\_\_\_

Firm Name

( ) \_\_\_\_\_

( ) \_\_\_\_\_

( ) \_\_\_\_\_

) \_\_\_\_\_  
Telephone

Fax

Telephone

Fax

City of Oakland  
Contractor Exit Report and Affidavit

Explanation by contractor if the final contract amount for this L/SLBE is less than the original contract amount.

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Explanation by L/SLBE if it is in disagreement with the above explanation, or with the information on the first page of this form:

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Comments on the above by the awarding department:

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# **ATTACHMENTS FOR THE PROPOSAL SECTION**

The contractor herewith submits a complete list of **all subcontractors, suppliers and trucking** to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland.

Print/Type Company Name:

List all subcontractors with values greater than one half of one percent to be used on the project. Provide address, type of work, dollar amount, and check the box marked "S-Small & L-Local" if the firm is certified as L/SLBE by City of Oakland.

**Signed:**

[illegible]

Attach additional page(s) if necessary.

\* Contractors are required to identify the ethnicity and gender of all subcontractors and suppliers. This information will be used for tracking purposes only.



## Equal Benefits - Declaration of Nondiscrimination

Equal Access



**FYI**

Responses are pursuant to the Oakland Municipal Code, Chapter 2.32 "Equal Benefits Ordinance".

(1) What is the Equal Benefits Ordinance (EBO)?

- ☐ It is a law requiring contractors on city contracts of \$25,000 or more to provide employee benefits to their employees with domestic partners equivalent to those provided to their employees with spouses.

(2) What is a "domestic partner"?

- ☐ A domestic partner is any person who has a currently registered domestic partnership with a governmental body pursuant to state or local law authorizing such registration.

(3) What is the purpose of the Equal Benefits Ordinance and the effective date?

- ☐ The purpose is to prohibit discrimination in the provision of employee benefits by City contractors.
- ☐ The effective date is July 1, 2002.

(4) What legislation brought the EBO into being and can I get my own copy of that legislation?

- ☐ The enabling legislation is the Municipal Code Chapter 2.32 "Equal Benefits Ordinance". Copies are available through the City Clerk's Office at 238-3266.

(5) Who is subject to the application of this Ordinance?

- ☐ Entities which enter into a "contract" with the city for an amount of \$25,000 or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the city or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the City.
- ☐ Entities which enter into a "property contract" pursuant to Section 2.32 (D) with the City in an amount of \$25,000 or more for the exclusive use of or occupancy (i) of real property owned or controlled by the city or (ii) of real property owned by others for the city's use or occupancy, for a term exceeding 29 days in any calendar year.

(6) My firm is international. Does the Ordinance apply to my entire operation?

- ☐ EBO requirements only apply to those portions of a contractor's operations that occur (i) within the City; (ii) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if elsewhere in the United States where work related to a City contract is being performed.
- ☐ The requirements shall not apply to subcontracts or subcontractors of any contract or contractor.

(7) Are there any exceptions?

- ☐ Yes. See Oakland Municipal Code, Chapter 2.32 "Equal Benefits Ordinance" Section 2.32.060 "Waivers and exemptions"

**Need Assistance?** Call Contract Compliance & Employment Services, Office of the City Manger, (510) 238-6270.

**Equal Benefits - Declaration of Nondiscrimination****Equal Access****Section A. Vendor / Contractor / Consultant / \*CFAR Information**


- 1 Name of Company \_\_\_\_\_
- 2 Name of Company Contact \_\_\_\_\_
- 3 Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
- 4 Vendor Number (If Known) \_\_\_\_\_ Federal ID or Social Security# \_\_\_\_\_
- 5 Approximate Number of Employees in the U.S. \_\_\_\_\_
- 6 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes ☐ No ☐
- 7 Union Name(s) \_\_\_\_\_

**Section B. Compliance Questions**

- 1 Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees.  
Yes ☐ or No ☐ (please check one)
- 2 Does your company provide or offer access to any benefits to employees with \*\*domestic partners?  
Yes ☐ or No ☐ (please check one)

**Section C. Compliance Questions**

- 3 Please check each benefit that applies to answers 1 & 2 above and list as "other" any additional benefits not listed below.  
Some benefits (i.e. bereavement leave) are provided to employees because they have a spouse or domestic partner.  
Other benefits (

 Benefit					
	Yes, this benefit is offered to Employees only	Yes, this benefit is offered to Employees and their Spouses	Yes, this benefit is offered to Employees and their Domestic Partners	No, this benefit is not offered at all	Yes, documents were submitted for this benefit
a Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d Retirement (Pension, 401(k), etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* CFAR - City Financial Assistance Recipient    \*\* "Domestic Partner" - same or opposite sex couples registered with at domestic partnership registry.

## DECLARATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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.

The Contractor certifies that it 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 undersigned authorized representative hereby obligates the applicant to the above stated conditions under penalty of perjury.*

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Type or Print Name

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Type or Print Title

# ATTENTION: CONTRACTORS DOING BUSINESS WITH THE CITY OF OAKLAND

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## IMPORTANT NOTICE OF CAMPAIGN CONTRIBUTION REPORTING REQUIREMENTS

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The Oakland Campaign Reform Act prohibits contractors doing business or seeking to do business with the City of Oakland, the Oakland Redevelopment Agency or the Oakland Unified School District from making campaign contributions to Oakland candidates **between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.**

Effective July 27, 1999, if you are a contractor doing business with, or submitting a proposal to do business with, the City of Oakland or the Oakland Redevelopment Agency, you are required pursuant to the City's Campaign Reform Act to sign and date the attached ACKNOWLEDGEMENT OF CAMPAIGN CONTRIBUTION LIMITS FORM at the time you formally submit a bid, proposal, qualification or contract amendment.<sup>1</sup>

The attached ACKNOWLEDGEMENT must be received at the same time the bid, proposal, qualification or contract amendment is submitted. **Contracts may not be awarded to any contractors who have not signed this certification.** In addition, failure to file this form with any proposal or submittal subject to section 3.12.140 of the Oakland Campaign Reform Act, or filing a false acknowledgement, shall subject you to the criminal and civil enforcement provisions contained in the Act. The Oakland Public Ethics Commission is charged with enforcement of the provisions of the Act.

The City Clerk shall keep an updated list of current contractors available for inspection. The Campaign Reform Act, Oakland Municipal Code section 3.12, is available for your review at the City Clerk's Office, One Frank Ogawa Plaza, 2<sup>nd</sup> Floor, Oakland, CA. You may also access the Campaign Reform Act on the City's website at: [www.oaklandnet.com](http://www.oaklandnet.com).

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<sup>1</sup> The attached ACKNOWLEDGEMENT is required for contractors seeking to do business with the City of Oakland and Oakland Redevelopment Agency. For contracts with the Oakland Unified School District, please contact the Oakland Unified School District.

## CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor.

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_  
 Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

This is an ☐ Original ☐ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Submission (check one) ☐ Bid ☐ Proposal ☐ Qualification ☐ Amendment

**Majority Owner** (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

**The undersigned Contractor's Representative acknowledges by his or her signature the following:**

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

**INSTRUCTIONS FOR NUCLEAR FREE DISCLOSURE FORM -S**

On November 8, 1988, the citizens of Oakland adopted Measure T, which declared the City of Oakland to be a Nuclear Free Zone. On December 6, 1988, the City Council approved Ordinance No. 11062 CMS, designated as the Nuclear Free Zone Act. This ordinance mandates a policy for the City of Oakland concerning its relations with companies that knowingly engages in nuclear weapons work.

Under this ordinance, the City is restricted from doing business with professional and consulting service providers, which would be considered nuclear weapons makers. In order to implement this provision, the City is using Nuclear Free Zone Disclosure Form-S to determine whether a potential service provider to the City of Oakland is in compliance with Ordinance No. 11062. Once the Form is on file with the Office of Finance, the service provider will be eligible to enter into professional or consulting service contracts with the City of Oakland.

Please review the following definitions to determine whether you or your firm and/or any of its agents, subsidiaries or affiliates would be considered nuclear weapons makers under Oakland's Nuclear Free Zone Act.

A "nuclear weapons maker" is any entity knowingly engaged in nuclear weapons work and any of its agents, subsidiaries or affiliates which are engaged in nuclear weapons work. If an entity is a nuclear weapons maker, then its controlling owner(s) would also be classified as a nuclear weapons maker(s). However, if an entity is owned by a nuclear weapons maker but is not itself engaged in nuclear weapons work, the entity would not be considered a nuclear weapons maker.

"Nuclear weapons work" is any work that has as its purpose the development, testing, production, possession, maintenance or storage of nuclear weapons, the components of nuclear weapons, or any secret or classified research or evaluation of nuclear weapons.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. Nuclear weapon includes the means of transporting, guiding, propelling, triggering or detonating the weapon. Nuclear weapon also includes any component of a nuclear weapon, i.e., any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon or be a part of a nuclear weapon.

In the event a firm or individual is unable or unwilling to submit Nuclear Free Zone Disclosure Form -S, said firm or individual would be considered a nuclear weapon maker and therefore restricted from entering into a contract with the City of Oakland. Such firm or individual has the right to have this restriction reviewed. The review process will be initiated once the Office of Finance has been requested to do so by the restricted firm or individual.

The restriction against contracting with a nuclear weapons maker may be waived if the City Council determines, after public hearing, that a specific contract is essential to the proper functioning of the city government and that no reasonable alternative exists.



## CITY OF OAKLAND

# NUCLEAR FREE ZONE DISCLOSURE FORM – S

I, \_\_\_\_\_, the undersigned, a  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.

I declare that the foregoing is true and correct to the best of my knowledge.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Name)

\_\_\_\_\_  
(Name of Business Entity)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(Name of Parent Company)

## COMPLIANCE COMMITMENT AGREEMENT

I \_\_\_\_\_, representing \_\_\_\_\_  
(Name) (Company)

certify that I have read the City of Oakland and Redevelopment Agency Local/Small Local Business Enterprise Construction Program and that for the pertinent project, I have achieved the goal of 20%, of which at minimum 10% has been allotted to Local Business Enterprises (LBE), and 10% has been allotted to Small Local Business Enterprises (SLBE); and that 20% of the total trucking dollars have been allotted to certified (Oakland) Local Truckers. In the event that these goals have not been achieved, I understand that my bid will be deemed non responsive.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TYPE NAME & TITLE)

## AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION

I certify that the EEOC, DFEH or the OFCCP has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In witness whereof, the undersigned has executed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

Subscribed and sworn to before me this \_\_\_\_\_ day of

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

# Bid/Proposal Confirmation of All Participating Firms

## NOTICE:

Effective immediately, Prime Bidders/Proposers shall be required to submit Schedule W "Bid/Proposal Confirmation" along with copies of all sub bids received for ALL listed subcontractors no later than 48 hours, not including Saturdays, Sundays and legal holidays, following bid opening. Additional copies of the form can be photocopied or can be obtained from Contract Compliance and Employment Services, 250 Frank H Ogawa Plaza, Room 3341.

I, \_\_\_\_\_ representing  
(Name)

\_\_\_\_\_  
(Company)

do hereby certify under penalty of perjury that I have provided a bid for

\_\_\_\_\_  
(Project Name)

The bid amount quoted was \$ \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



## **OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM**

### **PURPOSE**

OAWDPS is a program with: a policy requiring contractors to meet a 15% participation resident apprenticeship hire goal that is based on total hours worked and on a craft-by-craft basic. The hours worked may be performed on City of Oakland projects, or 7.5% of the 15% hours worked may be performed by residents apprentices on a non-City of Oakland or Oakland Redevelopment Agency projects.

### **VISION STATEMENT**

"Establish an Apprenticeship Workforce Development Partnership that would increase Oakland residents, preparation and participation on Public Works and Redevelopment Agency construction projects while building a stronger labor force that reflects the diversity of Oakland."

### **TO ACCOMPLISH GOALS/ OBJECTIVES**

- Review and follow the incentive and punitive guidelines.
- Attend and actively participate in the pre bid conference and participate in the section on "City of Oakland Apprenticeship Workforce Development Partnership System (OAWDPS)".
- Review the " Helpful Hints Table of Contents."
- Review the Apprentice Utilization Plan Form.
- Contact the City of Oakland Contract Compliance and Employment Services at (510) 253-7353, if additional assistance is required.
- Review the directory "Where to find an Oakland Apprentice."
- The successful bidder (contractors) and all subs contractors are required to attend the Post Award meetings.
- Submit the filled out Apprentice Utilization Plan Form at the Post Award meeting.
- Submit the City of Oakland Certified Payroll Form 5 days following payday.

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

### HELPFUL HINTS TABLE OF CONTENTS

<b>Definitions</b>	<b>3-4</b>
<b>Goals/ Objectives</b> See sections: 3.1, 3.2, *3.4, 3.5&3.6	<b>4-6</b>
<b>General Provisions</b> See sections: 1-7	<b>7-8</b>
<b>Apprentice Utilization Plan</b> See sections: 1.1-1.7	<b>8</b>
<b>Changes to the Apprentice Utilization Requirements</b>	<b>9</b>
<b>Apprentice Utilization Report</b> City of Oakland Certified payroll will provide this information for this report.	<b>9-10</b>
<b>Apprentice Utilization Compliance &amp; Employment monitoring</b> See sections 1.3	<b>10</b>
<b>Apprentice Utilization Plan Form</b> Post Award document	<b>11</b>
<b>City of Oakland Certified Payroll</b> Utilize this form to report workforce information to the City; weekly	<b>12-13</b>
<b>Incentive and Punitive Guidelines</b> Apply these guidelines in order to achieve the 15% policy	<b>14-17</b>
<b>"Where to find an Oakland Apprentice"</b>	<b>18-25</b>
<ul style="list-style-type: none"> <li>• Joint Apprenticeship Training Committee's (JATC)</li> <li>• City of Oakland Local Construction Employment Referral Program (LCERP)</li> <li>• Pre Apprenticeship Training Programs</li> <li>• Community Based Organizations (CBO's)</li> </ul>	

\* Effective May 30,2000, the Oakland City Council authorized the City Manager to include the incentive and punitive guides with the 15% Apprenticeship policy. A complete copy of the 15% policy including the incentives and punitive guidelines is attached to these specifications.

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

### I. VISION STATEMENT

"ESTABLISH AN APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP THAT WOULD INCREASE OAKLAND RESIDENTS' PREPARATION AND PARTICIPATION ON PUBLIC WORKS AND REDEVELOPMENT AGENCY CONSTRUCTION PROJECTS WHILE BUILDING A STRONGER LABOR FORCE THAT REFLECTS THE DIVERSITY OF OAKLAND."

### II. DEFINITIONS

1. Apprentice - An individual who is registered with an apprenticeship program approved by the Division of Apprenticeship Standards (DAS).
2. Apprentice work hours -- Shall mean the work hours required to be worked by apprentices on the Public Works project.
3. Apprenticeship Coordinator - An individual who supervises apprenticeship-training activities.
4. Apprenticeship Pathway System (APS) - A K-14 instructional design incorporating career awareness/ exploration at the elementary school level. During the secondary school years, apprenticeship programs in partnership with the City, schools, etc. will focus on Teaching Attitudes, Skills and Knowledge (TASK); competencies derived from various trade programs. Post secondary school youth and adults will be provided with opportunities to participate in selected Construction Pathways at Laney College, Cypress Mandela Training Center, a model, Community Based Organizations or by becoming a registered apprentice.
5. Bay Area Construction Sector Intervention Collaborative (BACSIC) - A coalition of community - based organizations, union representatives and apprenticeship coordinators partnering to provide necessary support services to assist job seekers in obtaining employment in the construction industry.
6. City - The Mayor, Oakland City Council, Oakland Redevelopment Agency and City Manager or designee with regard to this system.
7. Community Based Organization (CBO) - An agency created to provide training/ employment assistance to job seekers.
8. Construction Pathway System - A K-14 instructional design in which students/ adults are introduced to the tools, materials, processes and safety training aspects of the building and construction trades.
9. Contractor - The individual, partnership, corporation, joint venture or other legal entity entering into a contract with the City.

## **OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM**

10. Developer – A person or entity who prepares real property for development or redevelopment.
11. Local Construction Employment Referral Program (LCERP) – The Employment Services Unit of the Office of the City Manager created to identify Oakland residents for employment on City of Oakland and Oakland Redevelopment Agency construction projects.
12. Division of Apprenticeship Standards (DAS) - A state agency responsible for apprenticeship in California.
13. Public Work Contracts – Any construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds or by a Developer who receives City subsidy, be it financial or otherwise.
14. Resident – Any person whose primary residence is in Oakland. This individual must have established residency at least six (6) months prior to commencement of work by the contractor/subcontractor.
15. Service Delivery System – A collaboration of organizations working cooperatively under a memorandum of understanding to coordinate their services to recruit, assess, counsel, train, and support local residents for entrance into a state approved apprenticeship program, and/or employment in the building and construction trades.
16. Subcontractor – Any and all parties with whom the developer and contractor intend to enter into a contract to perform a portion of any said work, regardless of tier.
17. Work hours – Shall mean the total hours, of workers receiving an hourly wage who are directly employed under the contract. "Work hours" shall include hours performed by workers employed by the contractor and all subcontractors working under the contract. "Work hours" shall exclude hours worked by superintendents, owners and workers who are not subject to prevailing wage requirements.

### **III. GOALS/ OBJECTIVES**

1. Establish a City of Oakland Apprenticeship Workforce Development Partnership System Advisory Committee.
  - 1.1 The advisory committee will consist of 17 members having equal representation with Ad Hoc participation. Of that amount 3 will be government, 3 businesses, 3 unions, 3 community-based organizations, 2 educational institutions and 3 from the Apprenticeship Coordinators Associations;
  - 1.2 Appointments to the advisory committee will be made as follows: Government to appoint 3 Representatives, Business to appoint 3 representatives, unions to appoint 3 union representatives and 3 apprenticeship representatives, BACSIC to appoint 3 representatives of the CBO's and educational institutions to appoint 2 representatives;

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

- 1.3 Develop a memorandum of understanding among all partners to establish clear goals in a manner that will protect the vision of the City of Oakland Apprenticeship Workforce Development Partnership System. Specific goals/objectives are described in #2 & #3;
  - 1.4 Develop (and then implement) an overall funding plan that will include both public and private funding sources to support the efforts of the Advisory Committee, Construction Pathway System and the Service Delivery System, as defined in this document;
  - 1.5 To ensure the effective establishment of the City of Oakland Apprenticeship Workforce Development Partnership System, it is imperative that community based organizations (CBO) be intimately involved in the implementation of all of the necessary support services. The BACSIC collaborative, of which the Cypress Mandela Training Center is one of the members, must be seen as a primary source for implementing these necessary support services. Therefore, the advisory committee will work with BACSIC to achieve all of the goals outlined in this document.
2. Promote recruitment activities in educating/ orienting Oakland residents for various apprenticeship programs.
    - 2.1 All stakeholders support the development of the Construction Pathway System that offers career awareness and exploration of apprenticeship that includes an introduction to the tools, materials, processes and safety training aspects of the building and construction trades.
    - 2.2 Develop an Apprenticeship Resource Center (ARC) in partnership with the City of Oakland, the Bay Area Apprenticeship Coordinators Association (BAACA), Peralta Colleges, Oakland Public Schools, employers, organized labor and Community Based Organizations (CBO) including the Bay Area Construction Sector Intervention Collaborative (BACSIC).
3. Prepare policies that require on-the-job training (OJT) and related classroom training of apprentices.
    - 3.1 Develop a policy that requires contractors to employ apprentices from apprenticeship programs, approved and registered by the State of California, Division of Apprenticeship Standards with a demonstrated record of training and successfully graduating apprentices
    - 3.2 Adopt and then enforce a policy that states.... "in no case, shall the ratio be less than one hour of work performed by an apprentice for every five hours of work performed by a Journeyman;" Where craft ratios differ, the ratio shall conform with the Building Trades ratios identified in the Bay Area Apprenticeship Program ratio; (See Exhibit A)

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

- 3.3 Furthermore, adopt a policy that states that during the duration of the project, the contractor shall not exceed the building trade's ratios identified in the Bay Area Apprenticeship Programs Ratio (see Exhibit A), contractors responsibility under California Labor Code Section 1777.5 shall apply.
  - 3.4 Develop a realistic policy that incorporates an incentive system and punitive system in monitoring construction projects in Oakland;
  - 3.5 Develop and adopt a policy (for Oakland Public Works and ORA contracts) that increase Oakland residents preparation and participation in the construction industry. The policy provides for the establishment for a 15% apprentice resident hire goal, based on total work hours and on a craft-by-craft basis, to be performed by Oakland residents. Further the policy will allow contractors to apply the 15% of total work hours be performed by apprentice resident hire goal in two ways:
    - a) 15% of total work hours be performed by apprentice resident hire on Public Works or ORA contracts, or
    - b) 7.5% of total work hours be performed by apprentice resident hired on Public Works or ORA contracts, and 7.5% of total work hours be performed by apprentice resident hired on non-Oakland contracts.
- Exemptions may be granted to contractors as described in Section VI, "Changes to the Apprentice Utilization Requirements". In no case shall a contractor be required to displace any of their current registered apprentices to comply with Section III, paragraph 3.5 of this Apprenticeship Workforce Development Partnership System. Total apprentices utilization and apprentices hire date shall be considered by the City in qualifying current registered apprentices.
- 3.6 Develop and adopt a policy that will allow Public Works and ORA contractors to utilize the Oakland Service Delivery, which includes the City's LCERP database for referrals of Oakland residents to state approved apprenticeship programs.

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

### IV. GENERAL PROVISIONS

1. The City has determined that there is a need for increased Oakland resident training and apprenticeship opportunities in the construction industry and that a diverse and well-trained workforce is critical to the economic as well as social revitalization of the region.
2. In establishing requirements for the use of apprentices on the project, it is the City's intent to encourage the training and promotion of Oakland resident apprentices to journey level status.
3. The City shall require its developers and contractors to abide by the City's Apprenticeship Workforce Development Partnership System. The City shall also require that the developers and contractors require the provisions of the System on any and all parties with whom the developer and contractors intend to enter into a contract to perform any portion of said work.
4. The Employment Services Unit and the Office of Contract Compliance will actively participate in the compliance monitoring of the System with the Collaborative group and will report to the City Manager on the status of all Public Works and ORA contracts.
5. The Apprenticeship Workforce Development Partnership System, including the Bay Area Building Trades Apprenticeship Programs Ratio (Exhibit A), the Apprentice Utilization Plan form (Exhibit B) and the weekly Apprenticeship Utilization Form (Exhibit C), required by the City and Redevelopment Agency shall be incorporated in all Disposition and Development Agreements (DDA) and contract specifications. The developers or contractors shall use the system as established and approved, to be a part of all sub-contracts, regardless of tier or phase under the contract. The Apprenticeship goals set forth must be maintained for the duration of the project.
6. On Public Works and Oakland Redevelopment Agency projects, contracts with an estimated cost of \$15,000 or more, the Contract Compliance and Employment Services Manager is authorized to require of the developers, general contractors and subcontractors through bidding and contract documents, that at least 15% of the total labor hours on Public Works and ORA projects, based on the awarded contract price be performed by Oakland residents as apprentices, enrolled in a registered apprenticeship program approved or recognized by the State of California Division of Apprenticeship Standards. Further the policy will allow contractors to apply the 15% of total work hours be performed by apprentice resident hire goal in two ways:
  - a) 15% of total work hours be performed by apprentice resident hire on Public Works or ORA contracts, or
  - b) 7.5% of total work hours be performed by apprentice resident hired on Public Works or ORA contracts, and 7.5% of total work hours be performed by apprentice hired on non-Oakland contracts.

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

7. The Advisory Committee has the opportunity to determine situations in which the requirements of Section III paragraph 3.5 and Section IV. Paragraph 6 may be waived or lowered for specific contracts.

### V. APPRENTICE UTILIZATION PLAN

#### Post Award Meeting

1. At the post award meeting the contractor shall submit to the City, a comprehensive plan outlining how the apprentice utilization requirements will be met on the total contract work hours. The plan shall include the following information, on a form to be provided by the City/ System Advisory Committee (see Exhibit B).
  - 1.1 A list of all trades/crafts to be used on the project, including an estimate of work hours by each trade/craft and the total hours to be used;
  - 1.2 An estimate of the number of apprentices for each trade/craft to be used on the project;
  - 1.3 An estimate of the number of apprentice work hours and percentage to be used by each trade/craft on the project;
  - 1.4 An estimate of the percentage of apprentice work hours to be used by each trade/craft. The percentage of apprentice work hours must be used on the estimate of total work hours by each trade/craft.
  - 1.5 An estimate of the start date for each trade/craft;
  - 1.6 A description of efforts the contractor intends to make to ensure that the apprentice utilization requirement and goals are met;
  - 1.7 A description of any assistance the contractor believes will be necessary from the City/ System Advisory Committee to meet the apprentice utilization requirement and goals.
2. The City will provide assistance by providing an apprenticeship applicant database and available resources for recruiting and qualifying apprentices. Apprentices shall be dispatched to work in accordance with the rules of existing approved apprenticeship programs.

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

### VI. CHANGES TO THE APPRENTICE UTILIZATION REQUIREMENT

- (1) If, during the term of the contract, the contractor determines that it will be unable to meet the apprentice utilization percentage required, the contractor may make a written request to the City to reduce the required apprentice utilization percentage.

The request shall include documentation of the contractor's efforts to use registered apprentices, including copies of correspondence between the contractor and the approved apprentice programs, union locals, and others. These documents must demonstrate that an inadequate number of apprentices are available to meet the required apprentice utilization percentage.

- (2) The City shall evaluate the request and if appropriate, a change order shall be prepared reducing the required utilization percentage. If the City determines that a reduction in the required utilization percentage is not justified, the City shall communicate the decision in writing to the contractor. The City's determination shall be communicated to the contractor within 30 days of receipt of the request.

### VII. APPRENTICE UTILIZATION REPORT (Submitted Weekly)

1. The developer or contractor, and their sub-contractors must submit to the City, weekly Apprentice Utilization Reports for all crafts covered under the System provisions. The report must be submitted with the weekly-certified payroll records within five (5) working days of the end of each payroll period.
2. The contractor shall be responsible for reporting apprentice utilization data required by the City beginning with the first day of work for each apprentice and journey worker. The contractor's first weekly submittals are due along with the weekly-certified payroll within five (5) working days of the end of each payroll period.
3. The contractor shall report the following information on each apprentice (on a craft by craft basis):
  - c) Apprentice's Name;
  - d) Social Security Number;
  - e) Home Zip Code;
  - f) Employment status: new hire or existing staff;
  - g) Trade/Craft;
  - h) State apprentice registration ID Number;
  - i) Program sponsor and/or hiring source;
  - j) Apprentice progression period of percentage;
  - k) Work hours for reporting period;
  - l) Total work hours and number of apprentice employees for reporting period;
  - m) Total apprentice work hours and number of employees to date;
  - n) Summary information as noted on the form.

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

4. The contractor shall report the following information on journey level employees (on a craft by craft basis):
  - 4.1 Work hours for reporting period for each trade/craft;
  - 4.2 Total journey level hours for each trade/craft;
  - 4.3 Total work hours and number of journey level employees for reporting period;
  - 4.4 Total journey level work hours and number of employees to date;
  - 4.5 Summary information as noted on the reporting form.
5. The contractor shall submit such information as may be requested by the City to verify compliance with the apprentice utilization requirements of the contract. The City reserves the right to add, delete or change as necessary the information required by the contractor on the Weekly Apprentice Utilization Report form (see Exhibit C).

### **VIII. APPRENTICE UTILIZATION COMPLIANCE & EMPLOYMENT MONITORING**

1. The City shall verify the registration of each apprentice used on the project with the apprenticeship programs and DAS.
2. The City shall monitor the apprentice utilization data provided by the contractor. In the event that the contractor is deficient in the use of apprentices, the City will meet with the contractor to discuss the reasons for the deficiency and help the contractor develop a written plan for meeting the requirement.
3. The City will make routine visits to the project site for the purpose of confirming the use of apprentices.

## Apprentice Utilization Plan Form

(Fax to 510-238-3258 City of Oakland's Local  
Employment Program)

Project Name: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

ORDA Project #: \_\_\_\_\_

PWA Project #: \_\_\_\_\_

[illegible]

**TOTALS:**

\_\_\_\_\_

\_\_\_\_\_



	15%

APPRENTICESHIP UTILIZATION REQUIREMENT

15%

Provide a description of how the Contractor Plans to ensure that the Apprentice Utilization requirement on the project will be met:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Provide a description of any assistance the Contractor believes is necessary from the City of Oakland to meet the requirements and goals of the apprenticeship program.

\_\_\_\_\_

\_\_\_\_\_

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## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

### INCENTIVE AND PUNITIVE POLICY

- I. The contractor shall provide timely copies of all required information (i.e. payroll, work force projections, permanent and workforce data) to the City. On a quarterly basis, the City will forward a copy of the compliance status report to contractors and subcontractors within 30 days of the end of each quarter. The compliance status report will inform the contractor and or subcontractor of the current status of apprentice hours within that given quarter as indicated in City records. The contractor or subcontractor must confirm or reject the City report within 30 days of receipt of the compliance status report. This reply will detail those areas of disagreement and the contractor shall submit evidence to support the challenge. The City will either revise or reaffirm its earlier report in writing to the contractor and or subcontractor within 30 days. Provided the above has occurred, the compliance status report will reflect who is determined to have deficient Oakland resident apprenticeship hours. The contractor or subcontractor is expected to develop a timely plan to remedy any deficiency. Written notice of any shortfall hours, as described in (OAWDPS) Section V, paragraph 1 (the non-compliance notice), will be given to the affected contractors and/or subcontractors as a final reconciliation within thirty (30) days of completion of the final inspection of the affected work by the City.

- II. This policy will only apply to City of Oakland funded construction projects, where the total cost of the accepted bid for the project is \$15,000 or more.

On Oakland City Projects, the City will provide notice, either in the bid advertisement or at a pre-bid conference, of the requirements contained in the Apprenticeship Workforce Development Partnership System, or in whatever other contracting process it utilizes to award work. All successful contractors, general contractors and subcontractors at all tiers, must attend the post-award conference with the City, for the specific purpose of covering the Oakland Apprenticeship Workforce Development Partnership System. The "Apprentice Utilization Plan Form" will be distributed at the pre-bid conference. The successful bidder will be expected to bring the completed Apprentice Utilization Plan Form to the post-award meeting.

- III. A Waivers - The City will not impose non-compliance status under any of the following conditions:
1. Pursuant to Section III, paragraph 3.5 which states that "In no case shall a contractor be required to displace any of their current registered apprentices to comply with the Apprenticeship Workforce Development Partnership System";
  2. Contractors or subcontractors, in compliance with their respective collective bargaining agreements (see attachment), request the dispatch of Oakland resident apprentices (by submitting a "Job Request and Referral Form" as defined in the post-award meeting) and zero Oakland apprentices are available. This waiver applies to apprentices hired at that time and not to any subsequent hiring of apprentices;

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

3. When a contractor executes a project in compliance with an apprentice utilization plan negotiated with the City, which plan takes into account the number of hours on the job, the scheduling of workers on the project, safety, dollar amount of the contract, employment of Oakland resident apprentices on non-City projects and the contractor's utilization of core employees or journey persons is consistent with the craft's minimum journey person/apprentice ratio requirements.

A core employee is one who:

- (1) possesses any license required by state or federal law for the project work to be performed;
  - (2) has worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
  - (3) was on the Contractor's active payroll for at least sixty (60) out of the one-hundred eight (180) calendar days prior to the contract award;
  - (4) has the ability to perform safely the basic functions of the applicable trade.
4. When safety is an issue. Pursuant to Labor Code 1777.5 Section k-4, where assignment of an apprentice would create a condition that would jeopardize the apprentice's life or the life, safety, or property of other employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journey person.
5. When hours lost are due to an excused absence, not greater than one week in length, issued to an Oakland resident apprentice, and the Oakland resident apprentice is able to return to the job.
6. When an Oakland apprentice is on the job and has to leave that job site to attend mandatory classroom training, a waiver certificate will be issued for the number of hours that would have been worked by that Oakland apprentice. The certificate will be issued if the contractor re-employs, or accepts back to the job site, the same apprentice, or if the job has been completed during the apprentice's absence. Where the apprentice returns to the job and is not employed although the job is still ongoing and there is no issue of safety or other City approved reason why the apprentice should not return to work, the employing contractor will not receive credit for hours that would have been worked by that Oakland apprentice.
7. When an Oakland resident apprentice employed on a City project is absent, for a period not greater than one week, from work for reasons not related to actions by the contractor.

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

- IV. Banking Surplus Hours: To encourage early hiring and long-term retention of Oakland resident apprentices, the City will give a contractor credit both for Oakland resident apprentice hours worked on a non-City project and for Oakland resident apprentice hours exceeding 15% on City work, for the six-month period preceding the start of a City contract. These banked credit hours may be applied up to 50% of the 15% Oakland resident apprentice hire goal (i.e., 7.5%). The decision to give credit for banking will be made at the post-award conference and must be supported by certified payroll documents acceptable to the City, and will be included as a component of any waiver certificate.
- V. Non-compliance: For non-compliance with OAWDPS requirements, the following conditions/penalties will apply:
1. Notification: Provided all necessary data has been received by the City, and reconciled with contractors and subcontractors, at the conclusion of a project, the City will certify if contractors or subcontractors working on the project have complied or have not complied with the requirements, consistent with Section I.
  2. Satisfying Non-compliances: If the City determines that a contractor or subcontractor has not complied, it will notify the contractor or subcontractor in writing of the shortfall hours, on a craft by craft basis. The number of shortfall hours will be multiplied by a factor of 1.5. From the time of written notice of non-compliance, the non-compliant contractor or subcontractor will be allowed six months to work off these hours by employing Oakland resident apprentices for the affected craft on any other non-City project, or by applying banked hours. In the event the contractor or subcontractor is unable to achieve the work hours to eliminate the penalty, the contractor or subcontractor may make a request in writing for an extension not to exceed six months, such that the total time allotted does not exceed a twelve-month period. Each request will be reviewed on a case-by-case basis and extensions will only be considered where the contractor presents evidence of good-faith efforts to discharge its shortfall hours within the original six-month period. The City will review on a case-by-case basis and reply within 30 days. The City will hold penalty dollars until the shortfall has been satisfied.
  3. Eligibility For Waiver Certificates: During this six-month make-up period, non-compliant contractors or subcontractors will remain eligible for waivers as stated in Section III.
  4. Forfeiture of Penalty Dollars For Contractors: If after the six-month (or approved extension) period, a non-compliant prime contractor or subcontractor has not worked off the hours referenced above, the penalty held by the City will be forfeit and the contractor's or subcontractor's name will be published on the City forfeiture list at that time.

## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

5. Prime Contractor's Release From Shortfall-Hours Penalty Dollars For Subcontractors: In instances where the subcontractor's shortfall-hours penalty exceeds 50% of the total project shortfall hours penalty, the City will consider releasing the prime contractor from the subcontractor's penalty responsibility only after the non-compliant subcontractor has entered into a memorandum of understanding (MOU) with the City for penalty resolution.
6. When a subcontractor has previously been found delinquent for apprentice hour obligations on previous City contracts, and was listed on a City of Oakland public forfeiture list for such delinquency at the time of the pre-bid meeting, the City may not release the prime contractor from the subcontractor's penalty responsibility.
7. Calculation of Penalty: The penalty would be based on the number of non-compliant hours (as established in Section V. paragraph 2) multiplied by lowest period of the affected craft's apprenticeship wage rate at the date of penalty assessment. In the event that a contractor is on the City of Oakland's forfeiture list at the time of the pre-bid meeting, subsequent violation of this policy will result in a doubling of the penalty.

VI. Removal From The Forfeiture List. The City shall remove a Contractor from the forfeiture list under either of the following conditions:

1. A period of three years has lapsed since the City placed the Contractor on the forfeiture list and the Contractor has not subsequently been found in violation of the policy and has satisfied all penalties; or
2. The Contractor has satisfied all penalties and has worked City of Oakland resident apprentices four times the original shortfall hours on other projects, and provides satisfactory evidence of such work to the City.

March 24,2000

OAKLAND APPRENTICESHIP WORKFORCE  
DEVELOPMENT PARTNERSHIP SYSTEM

“Where to find an  
Oakland Apprentice...”

Joint Apprenticeship Training Committee's (JATC)

TRADES	CONTACT PERSON	NAME	ADDRESS	CITY/COUNTY	PHONE
Automotive Trades	Coordinator	Robert Pelletaire	8130 Baldwin St.	Oakland, Ca. 94621	510-569-8450
Boilermakers	no title	Otis Edwards	2191 Piedmont Way	Pittsburg, CA 94567	(925) 427-4123
Bricklayers	no title	John Fewins	8400 Enterprise Way, Room 122	Oakland, CA 94623	(510) 632-3221
Carpenters	Director	John Bullock	2351 Santa Rita Road	Pleasanton, CA 94568	(925) 462-9643
Carpenters	Coordinator	Joe Richardson	2351 Santa Rita Road	Pleasanton, CA 94568	(925) 462-9646
Cement Masons	no title	Arthur Moffitt	2350 Santa Rita Road	Pleasanton, CA 94566	(510) 484-2273
Communication Technicians	Program Coordinator	Karin Hart	46716 Fremont Blvd..	Fremont, Ca. 94538	(415) 467-8569
Communication Workers' of America JATC	Program Coordinator	Karin Hart	46717 Fremont Blvd.	Fremont, CA 94541	(510) 657-6825
Culinary Workers	Director	Joan Ortega	761 Market Street, Suite 1066	San Francisco, CA 94104	(415) 989-8728
Drywall/Lathing	Training Director	Darrell Lawrence	23218 Kidder Street	Hayward, CA 94545-1634	(510) 785-5888
Drywall/Lathing	Coordinator	Dan Burchfield	23218 Kidder Street	Hayward, CA 94545-1634	(510) 785-5888
Electrical	Training Director	Greg J. Arcidiacono,	1256 Muir Road	Martinez, CA 94554	(925) 372-7084
Electrical	Apprentice Coordinator	VICTOR UNO	3033 Alvarado Street	San Leandro, CA 94578	(925) 372-7085
Electrical	Training Director	Jack Buckhorn	1701 Corby Ave., Suite F	San Jose, CA 95409	(707) 523-3840
Electrical	no title	Dan Whooley	55 Fillmore Street	San Francisco, CA 94118	(415) 431-5853
Electrical Joint Apprenticeship Committee	Coordinator	Deane Rader	P.O. Box 4247	Vallejo, CA 94591	(707) 552-6418
Electricians	Training Director	Ron Raymond	909 Bern Court	San Jose, CA 95113	(408) 453-1024
Floor Covering	no title	Richard Suarez	1034 West Maude Ave., #603	Sunnyvale, CA 94088	(408) 749-8118
Glaziers	Apprentice Coordinator	Bonnie Henriquez	2660 Neewhall St., # 100	San Francisco, CA 94122	(415) 543-8484
Glaziers	no title	Rich Mora	2103 Almaden Road, Suite #102	San Jose, CA 95125-2105	(408) 266-1305
Glaziers	Training Coordinator	Al Thomas	8400 Enterprise Way, Rm #118	Oakland, CA 94623	(510) 430-1361
Insulation Industry	no title	Hans Siebert	1320 Harbor Bay Parkway, Suite #222	Alameda, CA 94502-6560	(510) 769-4201

Ironworkers	no title	Harold Evans	3591 Thomas Road	Sanita Clara, CA 95056	(408) 988-5514
Ironworkers	Coordinator	Jim Hood	P.O. Box 281229	San Francisco, CA 94128	(650) 952-3497
Ironworkers	no title	Mr. Dick Zampa, Jr.	3130 Bayshore Road	Benicia, CA 94512	(707) 746-7668
Laborers	John Austin	John Austin	1001 Westside Drive	San Ramon, CA 94583	(925) 566-0859
O.E. Local #3 Apprenticeship Program	Coordinator	Cephus Terrell	1620 South Loop Road	Alameda, CA 94503	(510) 748-7413
Painters & Tapers	no title	Rodney Reclus	6 Thomas Mellon Circle, #105	San Francisco, CA 94136	(415) 656-1129
Painters & Tapers J.A.T.C.	no title	Peter Germeris	6677 Mission St, 3rd Floor,	Daly City, CA 94016	(650) 301-1603
Painting & Decorating	Apprentice Coordinator	NO NAME GIVEN	600 Roble Ave.	Pinole, CA 94565	(510) 724-3203
Plastering Industry	no title	Robert Noto	132 Starlite St., S	San Francisco, CA 94081	(650) 827-1452
Plumbers	no title	Dan Kennedy	1624 Market Street	San Francisco, CA 94105	(415) 626-2002
Plumbing	no title	Del S. Willburn	936 Detroit Ave.	Concord, CA 94518-2462	(510) 686-0731
Plumbing & Pipefitting		Vince Radosevich	1308 Roman Way	Martinez, CA 94553	(925) 229-0885
Plumbing, Steam Fitting & Refrigeration	Director of Training	Rick Garban	1520 Rollins Road	Burlingame, CA 94011	(650) 692-0445
Roofing/Waterproofing	Director, Apprenticeship Training	Duane Mongerson	8301 Edgewater Drive	Oakland, CA 94622	(510) 635-8803
Sheet Metal	Training Coordinator	Kevin Lindsey	860 Hinckley Rd.	Burlingame, Ca. 94010	(650) 652-9672
Sheet Metal	no title	Kevin Lindsey	861 Hinckley Road	Burlingame, CA 94012	(650) 652-9675
Sheet Metal	Administrator	Michael W. Longeuay	1701 Marina Boulevard	San Leandro, CA 94579	(510) 483-9037
Sheet Metal	no title	Pat Pico	1580 Berger Drive	San Jose, CA 95115	(408) 293-1144
Sound and Communication	Regional Director	Vincent J. Cosentino	909 Bern Court	San Jose, CA 95114	(408) 453-3103
Sprinkler Fitters	no title	Linda Loeffler	23313 Cabot Blvd.	Hayward, CA 94547	(510) 782-9486
Stationary Engineers	no title	Jim Lunsford	560 Barneveid Ave.	San Francisco, CA 94104	(415) 285-3942
Steamfitters	DIRECTOR OF TRAINING	BILL BLALOCK	935 Detroit Ave.	Concord, CA 94520	(925) 686-0733
Surveyors	no title	Floyd Harley	1621 South Loop Road	Alameda, CA 94504	(510) 748-7416
Tile Finishers	no title	Judith Werner	8400 Enterprise Way, #103	Oakland, CA 94622	(510) 553-0993



**OAKLAND APPRENTICESHIP WORKFORCE  
DEVELOPMENT PARTNERSHIP SYSTEM**

**City of Oakland Contract Compliance and Employment Services,**  
**Office of the City Manager**

**Local Construction Employment Referral Program**

**Dennis Lockett, Supervisor**

250 Frank H. Ogawa Plaza Suite 3341

Oakland, CA 94612

Phone: (510) 238-7359

Fax: (510) 238-3258

Oakland, CA 94612

Email: [dlockett@oaklandnet.com](mailto:dlockett@oaklandnet.com)

**Dollie Garvin, Job Developer**

250 Frank H. Ogawa Plaza Suite 3341

Oakland, CA 94612

Phone: (510) 238-3608

Fax: (510) 238-3258

Oakland, CA 94612

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**ABC - Associated Builders and Contractors Golden Gate Chapter and the Golden  
Gate Training Trust**

11875 Dublin Blvd., Suite C258

Dublin CA, 94568

Contact: Ann Quick

Phone: (925) 829-9230 Fax: (925) 829-5743



## **OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM**

### **Pre Apprenticeship Training Programs**

#### **Asian Neighborhood Design**

1890 Campbell St  
Oakland, CA 94607  
Contact: Zelda Saeli  
Phone (510) 433-1370 Fax (510) 433-1375

#### **Cypress Mandela Training Center**

2229 Poplar St  
Oakland, CA 94607  
Contact: Art Shanks  
Phone (510) 208-7355 Fax (510) 835-3726

#### **Job Consortium Carpenter's Skill Training Program**

1722 Broadway  
Oakland, CA 94612  
Contact: David Lyon  
Phone (510) 251-6241 Fax (510) 251-6093

#### **Youth Employment Partnership**

1411 Fruitvale Ave  
Oakland, CA 94601  
Contact: Dennis Smith  
Phone (510) 533-3447 Fax (510) 533-3469



## OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM

### Community Based Organizations (CBO's)

**Alameda County Social Services Agency Employment & Community Services**  
401 Broadway  
Oakland, CA 94607  
Contact: Thomas Ledesma  
Phone: (510) 208-1205  
Fax: (510) 208-1199

**Allied Fellowship Service**  
1524 29<sup>th</sup> Ave.  
Oakland, CA 94601  
Contact: Aida Hodges  
Phone: (510) 535-1236  
Fax: (510) 535-0166

**Asian Neighborhood Design**  
1890 Campbell St.  
Oakland, CA 94607  
Contact: Zelda Saeli  
Phone: (510) 433-1370  
Fax: (510) 433-1375

**Building Opportunities for Self Sufficiency (BOSS)**  
1825 San Pablo Ave.  
Oakland, CA 94612  
Contact: Sylvester Carter  
Phone: (510) 834-2231  
Fax: (510) 465-5908

**Comite de Refugiados Centro Americanos (CRECE)**  
1655 54<sup>th</sup> Ave  
Oakland, CA 94601  
Contact: Tulio Serrano  
Phone: (510) 864-9011  
Fax: None

**Filipinos for Affirmative Action (FAA)**  
310 8<sup>th</sup> St.  
Oakland, CA 94607  
Contact: Melita Fabella  
Phone: (510) 465-9876  
Fax: (510) 465-7548

**Goodwill Industries of the Greater East Bay**  
1301 30<sup>th</sup> Ave  
Oakland, CA 94601  
Contact: Angel Dominguez  
Phone: (510) 534-6666 Fax: (510) 534-0837

**Goodwill Job Placement Center - East Oakland**  
7405 Macarthur Blvd.  
Oakland, CA 94605  
Contact: Rita Brown  
Phone: (510) 568-9297  
Fax: (510) 568-9298

**Goodwill Job Placement Center - West Oakland**  
1684 7<sup>th</sup> St.  
Oakland, CA 94606  
Contact: Denise Leon  
Phone: (510) 268-0315  
Fax: (510) 268-0864

**Jobs Consortium**  
2807 Telegraph Ave.  
Berkeley, CA 94705  
Contact: Sigmund Bido  
Phone: (510) 549-8820  
Fax: (510) 486-1509

**Jobs Consortium**  
1722 Broadway  
Oakland, CA 94612  
Contact: David Lyon  
Phone: (510) 251-6241  
Fax: (510) 251-6093

**Jubilee West**  
1485 8<sup>th</sup> St.  
Oakland, CA 94607  
Contact: Migel Calves  
Phone: (510) 839-6776  
Fax: (510) 839-9731

**Lazear School**  
824 29<sup>th</sup> Ave.  
Oakland, CA 94601  
Contact: Rodolfo Perez  
Phone: (510) 879-1320  
Fax: (510) 879-1329

**Minority And Women's Participation Association of Oakland (MAWPAO)**  
1302 Campbell St.  
Oakland, CA 94612  
Contact: Jabari Herbert  
Phone: (510) 433-1374 Fax: (510) 433-1375



## **OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM Community Based Organizations (CBO's)**

### **Cypress Mandela Training Center**

2229 Poplar St.  
Oakland, CA 94607  
Contact: Art Shanks  
Phone: (510) 208-7355  
Fax: (510) 835-3726

### **Port of Oakland Employment Resources Development Program (ERDP)**

530 Water St.  
Oakland, CA 94607  
Contact: 1) Pamela Bell, 2) Richard Handy  
Phone: (510) 272-1419  
Fax: (510) 272-1172

### **Spanish Speaking Citizens Foundation (SSCF)**

1900 Fruitvale Ave.  
Contact: Juan Jose Bernal  
Phone: (510) 261-7839  
Fax: (510) 261-2968

### **United Indian Nations, Inc. Technical Training & Education Center - UIN-TEC**

1320 Webster St.  
Oakland, CA 94612  
Contact: 1) Salley Gallegos, 2) Ashley Phillips, 3) Rosa Irwin  
Phone: (510) 763-3410  
Fax: (510) 763-3646

### **Vallecitos CET, Inc. Center for Employment Training**

597 C St.  
Hayward, CA 94541  
Contact: Frankhi Carrasquel  
Phone: (510) 537-8400  
Fax: (510) 537-0593

### **Workability II Berkeley Adult School**

1222 University Ave,  
Berkeley, CA 94702  
Contact: 1) Kenneth Booker, 2) Dan Ramon  
Phone: (510) 644-8968  
Fax: (510) 644-6784

### **West Side Economic Development Corporation**

732 Willow St.  
Oakland, CA 94607  
Contact: Gwen Morris  
Phone: (510) 836-4143  
Fax: (510) 836-6039

### **Youth Employment Partnership (YEP)**

1411 Fruitvale Ave.  
Oakland, CA 94601  
Contact: Dennis Smith  
Phone: (510) 533-3447  
Fax: (510) 533-3469

### **Youth Employment Partnership (YEP)**

2600 Union St.  
Oakland, CA 94601  
Contact: Dennis Smith  
Phone: (510) 533-3447  
Fax: (510) 533-3469

### **East Bay Asian Local Development Corp. (EBALDC)**

Oakland, CA  
Contact: Andrea Dunn  
Phone: (510) 287-5353 ext. 263  
Fax: (510) 628-9157

### **Bay Area Urban League**

2201 Broadway  
Oakland, CA  
Contact:  
Phone: (510) 271-1846  
Fax: (510) 839-8109

### **Institute for Advance Studies**

175 Filbert St.  
Oakland, CA  
Contact: Dr. Gerrard Walker  
Phone: (510) 836-3245  
Fax: (510) 836-3245

### **Emergency Services Network (ESN)**

P.O. Box 12004  
Oakland, CA 94604  
Contact: James Thomas  
Phone: (510) 747-1090  
Fax: (510) 747-1095

### **C.W.O.R Member**

700 Willow St. #15  
Oakland, CA 94607  
Contact: Margaret Gordon  
Phone: (510) 465-1800 ext. 368  
Fax: (510) 465-1508



## **OAKLAND APPRENTICESHIP WORKFORCE DEVELOPMENT PARTNERSHIP SYSTEM Community Based Organizations (CBO's)**

**Darrell Ford**  
1308 Campbell St.  
Oakland, CA 94607  
Phone: (510) 451-9336  
Fax: (510) 628-9157

**Acorn Residents Council**  
1220 8<sup>th</sup> St.  
Oakland, CA 94607  
Contact: Janet Patterson  
Phone: (510) 452-1698  
Fax: (510) 452-1697

**Alameda County Library Jail Tutoring Program**  
2450 Stevenson Blvd.  
Fremont, CA 94538-2326  
Contact: David Hagerty  
Phone: (510) 745-1490  
Fax: (510) 745-1494

**World of Work Program**  
530 Grand Ave., Suite K  
Oakland, CA 94610  
Contact: Dr. John Randle  
Phone: (510)  
Fax: (510) 587-0855

**Brave Academic Rise of N<sup>o</sup> Powered Students Bridges, Inc.**  
Eastmont Town Center, #265  
Oakland, CA 94605  
Contact: Donna Ayo  
Phone: (510) 635-2242  
Fax: (510) 635-1982

**Covenant House California**  
2781 Telegraph Ave  
Oakland, CA 94609  
Contact: Robin Tilley  
Phone: (510) 625-7800 ext.410  
Fax: (510) 625-7811

**Volunteers of America (VOA)**  
624 14<sup>th</sup> St.  
Oakland, CA 94612  
Contact: George Lintag  
Phone: (510) 419-0360  
Fax: (510) 452-3125

**The America Work Partnership**  
935 Union St.  
Oakland, CA 94607  
Contact: Annette Clark  
Phone: (510) 465-0575  
Fax: (510) 451-3254

**World of Work Program**  
530 Grand Ave., Suite K  
Oakland, CA 94610  
Contact: Dr. John Randle  
Phone: (510)  
Fax: (510) 587-0855

**Urban Indian Health Board  
Native American Health Center**  
3124 International Blvd.  
Oakland, CA 94601  
Contact: Lucinda Spencer  
Phone: (510) 535-4400  
Fax: (510) 261-6438

**New Bridge Foundation**  
1820 Scenic Ave  
Berkeley, CA 94704  
Contact: Aisha Ware  
Phone: (510) 548-7270  
Fax: (510) 548-1060

**Q. Local, Minority and Women  
Business Enterprise Purchasing  
Program**

**DRAFT**

CITY OF OAKLAND  
AND  
REDEVELOPMENT AGENCY  
LOCAL, MINORITY AND WOMEN BUSINESS ENTERPRISE PURCHASING  
PROGRAM

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CITY OF OAKLAND  
AND  
REDEVELOPMENT AGENCY  
MINORITY, WOMEN and LOCAL BUSINESS ENTERPRISE  
PURCHASING PROGRAM

**I     Objective**

To establish goals for the participation of local business enterprise minority business enterprises and women business enterprises in the City of Oakland and Redevelopment Agency purchasing contracts and to establish a program for the achievement of the goals for projects \$100,000 and over.

**II    Definitions**

1.    **Minority group member** - a person who is Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan Native.
  - a)    Black - all persons having origins in any of the Black racial groups of Africa.
  - b)    Hispanic - all persons of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. Spanish Portuguese are excluded from the Hispanic category and are to be classified according to their race.
  - c)    Asian or Pacific Islander - all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands.
  - d)    American Indian or Alaskan Native - all persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.
2.    **Minority Business Enterprise** - United States business wherein the minority group members or stockholders have at least 51% ownership interest in the business and possess control over management, capital and earnings. If the business is publicly owned, the minority group members or stockholders must have at least 51% ownership interest in the business and possess control over management, capital and earnings.

Revised 10/23/95

3. **Women Business Enterprise** - United States business wherein women members or stockholders have at least 51% ownership interest in the business and possess control over management, capital and earnings. If the business is publicly owned, the women members or stockholders must have at least 51% ownership interest in the business and possess control over management, capital and earnings.
4. **Local Business Enterprise** - a local business must meet the following criteria at a minimum:
  1. A local business must establish that it has been located and doing business in Oakland for at least six months preceding receipt by the City of a bid by the local business.
  2. A local business shall have paid all required business license taxes and shall possess a current City of Oakland Business Tax Certificate at the time of bid opening.
  3. The business conducted by the local business must be the same as the business for which the bid is sought.
  4. The local business must have fixed office(s) or distribution points) located within the geographic boundaries of the City of Oakland, and the business address (es) must be listed in the "Permits and License Paid File" with an Oakland street address. Post office boxes, temporary locations and moveable worksites shall not suffice to establish status as a local business.
  5. The local business must prominently display a sign at the business premises identifying the business as being located at the address. For the purpose of this definition, a sign is prominently displayed if it is clearly visible from the street upon which the business is located.
  6. The location of the local business must be a fixed and established place where work is carried on of a clerical, administrative, distribution, production, professional or technical nature directly pertinent to the business being certified.
  7. A local business shall have staff available during normal operating hours, 8:00 a.m. to 5:00 p.m., or during those hours appropriate for the conduct of the business.

8. A local business must possess and make available for inspection documentation citing the Oakland business street address as follows: -

- a. past contracts
- b. listing in an appropriate buyer's guide, such as the Oakland Telephone directory.
- c. business license and federal tax identification number.
- d. business cards.
- e. stationery.
- f. lease or other written agreement for occupancy of the Oakland office.
- g. telephone bill.

9. A business bidding as a local business shall supply the City with all such additional information as the City may deem relevant to make a determination on the bid.

Staff Person(s) hired and paid directly by the local business to regularly conduct work solely on behalf of the business at the fixed office or fixed distribution point. A telephone answering service (of any type) shall not qualify as staff.

"Fixed Distribution Point: An established, non-portable warehouse or outside yard, owned or leased by the local business, where shipping, receiving and distribution of goods and commodities is regularly and exclusively conducted on behalf of the business by the owner or his/her staff.

"Fixed Office": A defined and dedicated office space, owned or leased by the local business, inside an established, non-portable building where work of a clerical, administrative, professional or production nature is regularly and exclusively conducted on behalf of the business by the owner or his/her staff.

1. A residence may qualify as a "fixed office" provided that all the following conditions are met:

- (a) The business conducted in the residence complies with and is not in violation of Oakland Zoning Regulations Sections 7300 through 7324, entitled the Home Occupation Regulations;

- (b) The bidder/proposer has a current and valid certification permit from the Director of City Planning, as required by Oakland Zoning Regulations Section 7304;
  - (c) The bidder/proposer owns at least 50% of the right, title and interest in the subject residence and resides therein;
  - (d) The bidder/proposer owns at least 50% of the right, title and interest in the business; and
  - (e) The residence is the primary business location of the business and contributes not less than 51% of the gross receipts of said business.
5. **Small Business Enterprise** - United States business which meets the definition of a minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration (Exhibit A).
6. **City** - Reference to the City or City Council includes the Redevelopment Agency, and reference to the City Manager includes the Agency Administrator with regards to this Program.
7. **Vendor** - The individual partnership, corporation, joint venture or other legal entity entering into a contract with the City.
8. **Vendor** - The individual, partnership, corporation or other legal entity entering into a contract with the contractor to perform a portion of the work.
9. **Joint Venture** - An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. Each party to the joint venture must hold a current, active license in good standing, and the joint venture must hold a current, active joint venture license.

### **III Goals**

For purchasing contracts \$100,000 and over the City of Oakland and Redevelopment Agency has established a Local Minority and Women Business Enterprise Participation Purchasing Program.

Revised 10/23/95

The Minority and Women Business Enterprise Purchasing Program establishes the following goals:

1. A goal of 69% of the contract amount for the participation of Local business enterprises.
2. A goal of 38% of the contract amount for the participation of minority business enterprises in City purchasing contracts.
3. A goal of 5% of the contract amount for the participation of women business enterprises in City purchasing contracts.
  - a) 50% of the Minority Business Enterprises should qualify as small business enterprises.
  - b) A business owned by minority women may be counted towards fulfillment of either the goal for the participation of women business enterprises or minority business enterprises, but not both.

#### IV Program

The City shall require that vendors bidding on local city purchasing contracts abide by the provisions of the Minority and Women Business Enterprise Purchasing Program and make every effort to obtain local, minority and women business enterprise participation. Failure to provide the information referenced in various sections of this program will result in a determination by the City that the vendor is not a responsible bidder. It is the intention of the City to award purchasing contracts to the lowest responsible bidder who has achieved, or made a good faith effort to achieve, the goals for local, minority and women business enterprise participation.

In order to achieve the goals for minority and women business enterprise purchasing participation, the vendor may award a portion(s) of the contract to bona fide local, minority or women owned firms, local, minority or women owner-operated equipment, local, minority or women brokers, local, minority or women suppliers or prefabricators.

A local, minority or women business enterprise will be considered bona fide if the local, minority or women group members' ownership interests are real and continuing and not created solely to meet the City's goals for local, minority and women business enterprise purchasing participation.

Revised 10/23/95

The local, minority or women business enterprise must perform work or provide services and/or supplies and not merely act as a passive conduit.

Where a minority or women business enterprise acts as broker or agent, only the commission or fee earned may be counted towards the vendor goals. This commission or fee will not be counted if the minority or women business enterprise performs no substantive service.

In the event the City has reason to question the ownership of a local, minority or women business enterprise, the burden of proof is on the claimant and/or vendor to provide documentation to substantiate the local, minority or women ownership of the business.

#### V Certification

Local, minority and women businesses must be certified prior to submittal of a bid or proposal in order to receive credit towards the achievement of the local, minority and women goals. Firms must be certified by the City or an agency approved by the City.

The City will use 49CFR Part 23 as the procedure for the certification of local, minority and women businesses.

Firms intentionally falsifying their status as a local, minority or woman business will be debarred from bidding on future City work for a period of three (3) years.

Leverage Buyout: In the event an individual(s) purchases an existing business by incurring debt from the prior business owner (i.e.,) the prior business owner sells the business to local, minority or women individuals, which pays less than 50% down and agrees to pay the balance in installments or another similar credit arrangement), the ownership interest of the individual(s) cannot be subject to control or exercise of discretion of the prior business owner. The prior business owner's relationship to the local, minority or women individuals, must be that of creditor, only.

As a creditor, the prior business owner and the local, minority or women individuals must enter into an agreement whereby the local, minority or women individual makes an unconditional, fixed and certain obligation to pay the prior business on extended credit.

The prior business owner must:

1. Have no equity interest in the new business other than that of a creditor;
2. Shall have no rights to share in the profits and losses of the newly formed business;
3. Shall have no right to exercise control of the newly formed business; and
4. Shall not extend any other service or item of value to the newly formed business, unless the minority or women individual(s) compensates the prior owner for the fair market value of such service or item extended. For example:
  - a) No sharing of equipment or employees.
  - b) No renting of space or equipment at below fair market value.

## VI Joint Ventures

Whenever a joint venture involves a business owned by local, minorities or women, the vendor shall provide the City with a full account of the nature of the local, minority or women ownership interest, the basis for the creation of the joint venture, and the particular financial participation and administrative responsibilities of the interested parties. Such joint venture partnership or other multi-entity relationship shall ensure that the participating business owned by local, minorities or women has a commensurate share of the profit or loss to be realized from the joint venture.

The joint venture, partnership or other multi-entity relationship shall be in writing. Joint ventures, partnerships or other multi-entity relationships must conform to the pertinent laws which govern the creation of such business arrangements. The City shall have the right to review same and determine if such arrangement is proper within the requirements of the Local, Minority and Women Business Enterprise Purchasing Program.

In order for the City to consider a joint venture as being bona fide, a joint venture agreement must be submitted to the City for approval. As a minimum, the joint venture agreement must include the following provisions:

Revised 10/23/95

1. Purpose and length of the joint venture;
2. Location of the joint venture office;
3. License of the joint venture (if required);
4. Name, ethnic and gender group of all joint venture partners;
5. Actual work to be performed by the joint venture partners;
6. Management and control of the joint venture partners;
7. Responsibilities of the joint venture partners;
8. Capitalization of the joint venture partners;
9. Financial participation of the joint venture partners;
10. Profit and loss of the joint venture partners;
11. Compensation to the joint venture partners;
12. Rental of equipment or space agreements for the joint venture;
13. Bonding and insurance for the joint venture; and
14. Dissolution of the joint venture.

#### **VII Counting of LBE/MBE/WBE/JV Participation**

MBE/WBE/JV participation shall be counted toward meeting the goals as described in the following sections:

1. Payments to a LBE/MBE/WBE contractor or subcontractor which compensates the LBE/MBE/WBE for work which it actually performs by its own forces may be counted. The work performed must provide a commercially useful function. In the event that a minority business is owned and controlled by women, the firm may be counted either towards the achievement of the goal for minority or women, but not both.

- a) A LBE/MBE/WBE is considered to be providing a commercially useful function when it is responsible for execution of a distinct element of the work and carries out it's responsibilities by actually performing, managing and/or supervising the work involved. To determine whether a LBE/MBE/WBE is performing a commercially useful function, the City shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
  - b) Consistent with normal industry practices, a LBE/MBE/WBE may enter into subcontracts. If a LBE/MBE/WBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the LBE/MBE/WBE shall be presumed not to be providing a commercially useful function. The LBE/MBE/WBE may present evidence to rebut this presumption to the City. The City's decision on the rebuttal of this presumption is final.
2. Payments to minority and women owner operator of equipment will be credited 100% towards the achievement of the MBE or WBE goal but not both. The local, minority or women owner-operator of equipment must own or be purchasing the equipment. Rental of equipment will not be considered as being owner-operated.
  3. A portion of the payment to a joint venture which includes a LBE/MBE/WBE as a partner may be counted towards achievement of the goals. The portion of the contract amount which compensates the joint venture for the work performed by the LBE/MBE/WBE partner may be counted. The joint venture must be approved by the City prior to any credit being given towards the achievement of the goals.
  4. A portion of the payment to LBE/MBE/WBE manufacturers, fabricators, suppliers, or regular dealers, may be counted towards achievement of the goals. Sixty percent (60%) of the purchase price of goods and supplies will be credited towards the achievement of the LBE/MBE/WBE goals.
    - a) For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies purchased.

- b. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this section.
5. Ten percent (10%) of the amount paid to LBE/MBE/WBE brokers as commission, may be counted towards the goals.
6. One hundred percent (100%) of the amount paid to LBE/MBE/WBE trucking brokers will be counted towards the goals if the broker has:
- a) Signed agreements that all trucking will be performed by LBE/MBE/WBE truckers;
  - b) a "certified roster" showing that all truckers are certified LBE/MBE/WBE; and
  - c) a signed statement on a "certified roster" that indicates that 100% of revenue paid by the broker will be paid to LBE/;MBE/WBE truckers listed on the "certified roster".
7. Trucking brokers who do not meet the criteria of item 6 will only receive credit for the commission fee earned and the actual dollar amount of work performed by LBE/MBE/WBE truckers.
8. Payments to LBE/MBE/WBE firms that are not vendors-subcontractors, suppliers, manufacturers, regular dealers, brokers, truckers or owner-operator of equipment shall be credited towards the goals as follows:
- a) The fees or commission charged for providing professional, technical, consultant or managerial services and/or assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract will be counted, provided that the

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City agrees the fees or commission is reasonable and not excessive as compared with fees or commission customarily allowed for similar services.

- b) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies will be counted, provided that the City agrees the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
- c) The fees or commission charged for providing bonds or insurance specifically required for the performance of the contract will be counted, provided that the City agrees the fees or commission is reasonable and not excessive as compared with fees or commission customarily allowed for similar services.

#### **VIII Maintaining MBE/WBE Participation**

Contractors must maintain the LBE/MBE/WBE percentages indicated at time of contract award throughout the term of the contract. This includes any increase of the contract by amendment or change order.

Should the vendor(s) fail to maintain the dollar amount for LBE/MBE/WBE participation, the City may impose a penalty equal to the amount that should have been awarded to maintain the participation stated in the bid. If the participation level stated in the bid is less than the City goals, the vendor must achieve the goals as to the change order or amendments or demonstrate a good faith effort.

#### **IX Bid Process**

Vendors shall notify local, minority and women vendor associations and business development centers of their intention to solicit local, minority and women business enterprise participation at least two (2) weeks prior to the bid or proposal due dates opening. Such notification shall be by registered or certified mail. Vendors shall also seek out local, minority or women suppliers, manufacturers, brokers, truckers or owner-operators of equipment by making positions and opportunities known to the news media servicing minority and women vendors.

So as to afford local, minority and women suppliers and

prefabricators an opportunity to participate in the work, vendors shall notify local, minority and women supplier associations or clearinghouses of their supply or prefabrication needs at least two (2) weeks prior to the bid opening. Such notification shall be by registered or certified mail.

1. Bid Opening - Vendors must submit with their bid a listing of all LBE/MBE/WBES that will be utilized on the project. Vendors must list the respective dollar amounts for LBE/MBE/WBES. LBE/MBE/WBES must be certified prior to submittal of the bid in order for credit to be applied towards the goals. In addition to any other documents required by the bid specifications, the vendor shall submit the List of vendors (Exhibit B).
2. Vendors must submit with their bid an Affidavit of Non-Disciplinary or Investigatory Action form attesting that no adverse action has been taken against them by Equal Employment Opportunity Commission (EEOC), State of California Department of Fair Employment and Housing (DFEH) or the U.S. Department of Labor Contract Compliance Program (OFCCP) or to provide an explanation for any such actions, except where legal action is pending (Exhibit C).
3. Pre-award Meeting - The City will review the three lowest bidders to determine whether or not the goals have been achieved or documentation of a good faith effort has been made by the bidders. The three apparent low bidders will be required to attend a pre-award meeting to determine compliance with the Local, Minority and Women Business Enterprise Purchasing Program. The bidders shall provide the City with the bid documents or price quotes received from the three lowest bids received from vendors, suppliers, truckers, and owner-operator of equipment to be used on the project. This list should include name, address, telephone number, trade, contact person(s) and the total dollar amount of the subcontract. The vendor shall also indicate the businesses claiming to be owned by local, minorities or women.

If the vendor has not achieved the goals for local, minority and women business enterprise participation, the City shall determine whether the vendor made a good faith effort to achieve the goals. This will be done by reviewing the documentation submitted by the vendor.

The vendor shall notify LBE/MBE/WBE businesses of their intent to solicit participation from these groups at least two (2) weeks prior to the submittal of a bid.

As a minimum, the vendor shall take the following steps:

1. Advertise in three (3) publications, the City's official local newspaper, a minority/women business publication and a major business publication). The advertisement in such publications should appear two weeks prior to submittal of bid or proposal. The advertisement must describe the commodity being solicited and give the name and telephone number of a contact person with knowledge of the bid proposal.
2. Two (2) weeks prior to the bid or proposal due date, letters must be sent certified return receipt requested to LBE/MBE/WBE businesses. The letter must describe the commodity to be purchased or scope of work being solicited, insurance requirements, contact person with knowledge of the project, when bids are due and where specifications and plans can be obtained. As a minimum, the vendor shall send four (4) letters to local businesses, three (3) letters to minority businesses and one (1) letter to women businesses for each commodity.
3. Two (2) weeks prior to the bid or proposal due date, letters should be send certified return receipt requested to LBE/MBE/WBE business associations and development centers or any other related agency which disseminates bid information to LBE/MBE/WBE businesses. Letters must be sent to minimum of four (4) organizations and contain the information stated in item number 2 above.
4. Describe efforts to enter into joint venture arrangements with LBE/MBE/WBE businesses. Provide a description of efforts to enter into joint venture arrangements.

5. Describe assistance provided to LBE/MBE/WBE businesses relative to:

- a) Review of specifications or documents issued by the City;
- b) Review of work to be performed by the sub-vendors;
- c) Describe or document efforts undertaken to encourage majority sub-vendors to utilize LBE/MBE/WBE businesses;
- d) Document any other effort undertaken by the vendor to encourage the participation of LBE/MBE/WBE businesses; and
- e) Report responses and proposals received from LBE/MBE/WBE businesses. This report should indicate the actions taken by the vendor in response to the proposals received from LBE/MBE/WBE businesses and from joint ventures which include LBE/MBE/WBE businesses. In cases where proposals have been rejected by the vendor the reason(s) for rejection shall be indicated.

**X     Monitoring**

To ensure compliance with the program the vendor must ensure that the City has the right to review all records and documents of the vendor, as well as all vendors. Failure to allow the City to review the records may result in a penalty of 1% of the contract amount or \$1,000 per day, whichever is less. Such refusal shall be deemed a material breach of contract which may result in termination of the contract. In addition, the vendor or vendors may be debarred from participating in future City contracts.

No substitution can be made of a listed local, minority or women vendor, trucker, manufacturer, supplier and owner operator of equipment without the approval of the City.

Should the prime vendor fail to achieve the LBE/MBE/WBE participation listed at the time the contract is awarded, the City may impose a penalty equal to the amount that should have been awarded to the LBE/MBE/WBE.

Revised 10/23/95

Vendors must provide Exhibit D, with each progress payment indicating payments made to LBE/MBE/WBEs in order to receive subsequent progress payments.

## **XI Emergency Work**

LBE/MBE/WBE firms will be given priority consideration for emergency type work commensurate with the goals of this program. A listing of available LBE/MBE/WBE firms will be established on an annual basis to be used for emergency work.

## **XII Protest Procedure**

In the event a determination is made that the apparent low bidder has not made a good faith effort to achieve the local, minority and women business enterprise participation goals, said party shall have the right to protest such determination before the City Council. The City shall notify said party by certified or registered mail of the date when the Council will consider the rejection of the bid of the apparent low bidder and also hear and consider the protest.

If the Council sustains the determination that a good faith effort was not made, the Council shall award the contract to lowest responsible bidder.

## **XIII Substitution**

Prime vendors who have entered into a contract with the City cannot substitute a listed MBE/WBE/LBE without the approval of the City.

Substitution of MBE/WBE/LBE will be granted by the City on the following conditions;

1. A written statement from the listed MBE/WBE Lbe agreeing to the substitution;
2. When the MBE/WBE/LBE has been given a reasonable opportunity to execute a contract, fails to or refuses to execute a written contract when such written contract is based upon the City's conditions an scope of work:
3. When a MBE/WBE/LBE becomes bankrupt or insolvent;
4. When the MBE/WBE/LBE fails to, or refuses to perform its contracts;

Revised 10/23/95

5. When the MBE/WBE/LBE fails or refuses to meet contract insurance requirements; or
6. When the City or the duly authorized officer determines that the work performed by the MBE/WBE/LBE is substantially unsatisfactory, or not in accordance with the contract agreement, or that the MBE/WBE/LBE is substantially unsatisfactory, for not in accordance with the contract agreement, or that the MBE/WBE/LBE substantially delaying or disrupting the progress of the work.

Prior to the approval of the prime consultant's request for a substitution, the City shall give notice in writing, to the MBE/WBE/LBE of the prime consultants's request for a substitution and/or the reason for such request. Such notice shall be served by certified or registered mail to the last known address of the MBE/WBE/LBE. The listed MBE/WBE/LBE who has been so notified shall have five working days in which to submit written objections to the substitution to the City.

Failure to file such written objections shall constitute the MBE/WBE/LBE consent to the substitution.

If written objections are filed, the City shall give notice in writing of at least five working days to the MBE/WBE/LBE of the hearing by the city on the prime vendor request of the substitution.

#### **XIV Non-Compliance**

Should the prime vendor fail to maintain the stated dollar amounts of award of any listed vendor, the city may impose a penalty equal to the dollar amount of the vendor's amount.

In addition, failure to comply with these provisions will result in a monetary penalty of 1% or \$1,000 per day of the contract, which ever is less and shall be deemed a material breach of the contract of which termination of contract may result. In addition, the prime vendor or subvendor may be debarred from participating on future City and Redevelopment Agency contracts for a period of up to one (1) year.

#### **XV Program Review**

The Local, Minority and Women Business Enterprise Purchasing Program will be periodically reviewed by the City Manager. Changes in the program which are required to effectively administer the program may be made by the City Manager. A quarterly review of all Local, Minority and Women Business Enterprise Purchasing Program contracts will be provided to the City Council.

## SMALL BUSINESS SIZE STANDARDS OF SBA

Unless otherwise specifically stated in one of the following tables, a business is considered small if its average annual receipts for the last 3 fiscal years do not exceed \$7.5 million.

Small if its average annual receipts for the last 3 years do not exceed \$17 million.

Small if its average annual receipts for preceding 3 fiscal years do not exceed \$14 million.

If annual receipts. NOT THE AVERAGE OF 3 YEARS, DOES NOT EXCEED \$7.5 million.

TRADE	Average Annual Receipts for previous 3 Years In Millions \$ not to Exceed	TRADE	Average Annual Receipts for previous 3 Years In Millions \$ not to Exceed
<b>CONSTRUCTION - Special Trade Contractors:</b>			
Carpeting & Flooring	\$7.5	Base Maintenance	\$7.0
Concrete Work	\$7.5	Cleaning & Dyeing (including rug cleaning services)	\$1.5
Electrical Work	\$7.0	Computer Maintenance Services	\$7.0
Excavating & Foundation Work	\$7.0	Computer Programming Services	\$4.0
Floor Laying and Other Floor Work	\$7.0	General Construction (Prime Contractors)	\$17.0
Glass and Glazing Work	\$7.0	Data Processing Services	\$4.0
Installation or Erection of Building Equip.	\$7.0	Dredging (at least 40% yardage advertised in plans or specs; or 40% must be done with equipment not owned by dredging concerns)	\$13.5
Masonry, Stone Setting & Other Stone Work	\$7.0	Professional Architectural & Engineering Svc.	\$2.5
Painting, Paperhanging & Decorating	\$7.0	Food Services	\$3.5
Plastering, Drywall, Acoustical & Insulation Work	\$7.0	Janitorial & Custodial Services	\$4.5
Plumbing, Heating (Except Electric) & Air Conditioning	\$7.0	Laundry Services (includes linen supply, diaper services, Industrial laundering)	\$4.0
Roofing & Sheet Metal Work	\$7.0	Motorcar Rental & Leasing Services (includes truck rental & leasing services)	\$7.0
Special Trade Contractors Not Elsewhere Classified	\$7.0	Services - General (any services not specifically defined in SBA regulations)	\$2.0
Structural Steel Erection	\$7.0		
Terrazzo, Tile, Marble & Mosaic Work	\$7.0		
Water Well Drilling	\$7.0		
Wrecking & Demolition Work	\$7.0		

**NOTE:** If a business has affiliates, it is small if it is:

1. Independently owned and operated
2. Not dominant in its field
3. Has less than 500 employees

#### GENERAL CONTRACTORS

Industrial Bldgs and W/H  
Non-residential bldgs, other than Industrial bldg and W/H High  
Highway and Street Construction, except elevated highways.  
Bridge, tunnel & elevated highways construction  
Water & sewer pipelines, communications and power line construction  
Heavy construction except dredging NEC

The Contractor herewith submits a complete list of Vendors to be used on the project. The Contractor agrees that no changes will be made in this list without the approval of the Director of Public Works.

Print/Type Company Name:

**Note:**

**Signed:**

**1. Vendor Listing:**

**List all Vendors to be used on the project by name, address, type of commodity provided, dollar amount and check appropriate box(es) if minority owned or women-owned, local business enterprise.**

[illegible]

nl (H)

## AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION

I certify that the EEOC, DFEH or the OFCCP has not taken against disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In witness whereof, the undersigned has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
199\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_



# **PROGRESS PAYMENT FORM FOR SUB-VENDORS**

Exhibit D

Project # \_\_\_\_\_ Address \_\_\_\_\_

Project Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Vendor \_\_\_\_\_ Compliance Officer \_\_\_\_\_

Sub-Vendors	Contract Amount At Bid Opening Date	Payment for this Period	Payment YTD

\_\_\_\_\_  
Name & Title Date

Under penalty of perjury the undersigned agrees that the foregoing information is true and correct.

**R. List of Closure/Post Closure  
Maintenance Plans**

**ALTAMONT LANDFILL  
AND RESOURCE RECOVERY FACILITY**

**SUBTITLE D AND 1994 UPDATE  
FINAL PARTIAL CLOSURE PLAN**

**AND**

**FINAL POST-CLOSURE  
MAINTENANCE PLAN**

Prepared For:

Waste Management of Alameda County  
Oakland, California

Prepared By:

RUST Environment and Infrastructure  
Fremont, California

October 8, 1993

Volume 1 of 2

A handwritten signature and initials are located in the bottom right corner of the page. The signature appears to be "M" followed by a flourish, and the initials "tk" are circled above it.

STATE OF CALIFORNIA

Pete Wilson, Governor

## CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

5900 Cal Center Drive  
Sacramento, California 95826RECEIVED  
ALTAMONT LANDFILL

AUG 16 1994

AUG 17 1994

Mr. David Chase  
Altamont Landfill and  
Resource Recovery Facility  
10840 Altamont Pass Road  
Livermore, California 94550

Subject: Completeness of Amendment to Final Partial Closure and  
Postclosure Maintenance Plans, Altamont Landfill and  
Resource Recovery Facility, Alameda County,  
Facility No. 01-AA-0009

Dear Mr. Chase:

This letter is in response to materials received on April 5, 1994, for the final closure and postclosure maintenance plans for the above facility as applied to Fill Area 1. The items that constitute this closure plan submittal are:

- ▶ Subtitle D and 1994 Update Final Partial Closure Plan and  
Final Post-Closure Maintenance Plan, dated October 8, 1993.

The currently permitted operational footprint, Fill Area 1, covers approximately 232 acres, of which approximately 125 acres have been filled. A Final Partial Closure and Postclosure Maintenance Plan which addressed the closure of the Class III - 125 acre portion of Fill Area 1 has been approved by the respective agencies. (Approximately 100 acres of Fill Area 1 has not received final cover.) Previous partial closure plan submittals and accompanying documents did not contain information to reflect changes in construction design, closure standards, and closure cost estimates to meet the requirements set forth in Title 14, California Code Regulations (14 CCR) 17258.60.

The amendment to the current Final Partial Closure and Postclosure Maintenance Plan was submitted to modify the plan to demonstrate compliance with requirements set forth in 14 CCR 17258.60 and pursuant to Public Resources Code (PRC) 43503 for a revision of the solid waste facilities permit for the site. The amendment was submitted for approval to address closure for the remaining portion of Fill Area 1 (i.e., approximately 107 acres) given the substantial changes in closure designs and specifications for this area.

The amendment to the Final Partial Closure and Postclosure Maintenance Plan is deemed complete and accepted for filing for consideration of approval by the California Integrated Waste Management Board (Board), the Central Valley Regional Water Quality Control Board (Regional Water Board), and the Alameda Health Care Services Agency (Local Enforcement Agency (LEA)). The Agencies will proceed to review the submittal to:

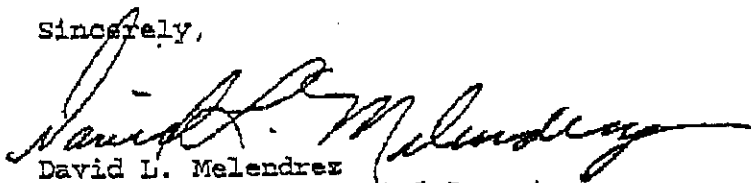
(41)  
W

Mr. David Chase  
Page 2

1) determine that closure and postclosure maintenance, as described in the amendment, is consistent with the applicable requirements of Title 14 and Title 23, California Code of Regulations; and 2) determine the adequacy of the cost estimates.

Should you have any questions concerning the above matter, please contact me at (916) 255-2351. Questions regarding financial assurances should be directed to Nancy Jesterby at (916) 255-2388.

Sincerely,



David L. Melendrez  
Closure and Remediation Branch  
Permitting and Enforcement Division

cc: Bill Raynolds  
Alameda Co. Dept. of Environmental Health  
Office of Solid/Medical Waste Management  
470 27th Street, Room 324  
Oakland, CA 94612

William H. Crooks  
Central Valley Regional Water  
Quality Control Board  
3443 Routier Road  
Sacramento, CA 95827-3098

Steve Rosenbaum  
Central Valley Regional Water  
Quality Control Board  
3443 Routier Road  
Sacramento, CA 95827-3098

Lisa Babcock  
State Water Resources Control Board  
PO Box 944212  
Sacramento, CA 94244-2120

**S. Curbside Service Exemption**

## EXHIBIT S

### CURBSIDE SERVICE EXEMPTION

#### Frail Senior Exemption

1. Applicant must be 60 years of age or older.
2. Applicant must be the owner of record or primary lessee.
3. The dwelling must be solely occupied by the applicant. Exceptions will be made if all other occupants qualify as frail seniors, disabled or as minors under the age of 12 years old.
4. Applicant must have a statement forwarded and signed by a registered Doctor of Medicine (M.D.) stating that bringing the wheeled containers to curbside creates an undue physical hardship on the applicant.
5. Resident must submit an application requesting the exemption along with documentation and certifications sufficient to verify items 1 through 4 above. Services will begin within three days of receiving the completed application.

#### Disabled Exemption

1. Applicant must be the owner of record or primary lessee.
2. The dwelling must be solely occupied by the applicant. Exceptions will be made if all other occupants qualify as frail seniors, disabled or as minors under the age of 12 years old.
3. The applicant must provide acceptable proof of long term or permanent physical disability which may include:
  - ◆ A statement signed and forwarded by a registered Doctor of Medicine (M.D.)
  - ◆ Proof or registration as a disabled driver as determined by the Department of Motor Vehicles
  - ◆ Grant of permanent disability status by the State of California
4. Residents must submit an application requesting the exemption along with all documents and certifications. Services will begin within three days of receiving the completed application.

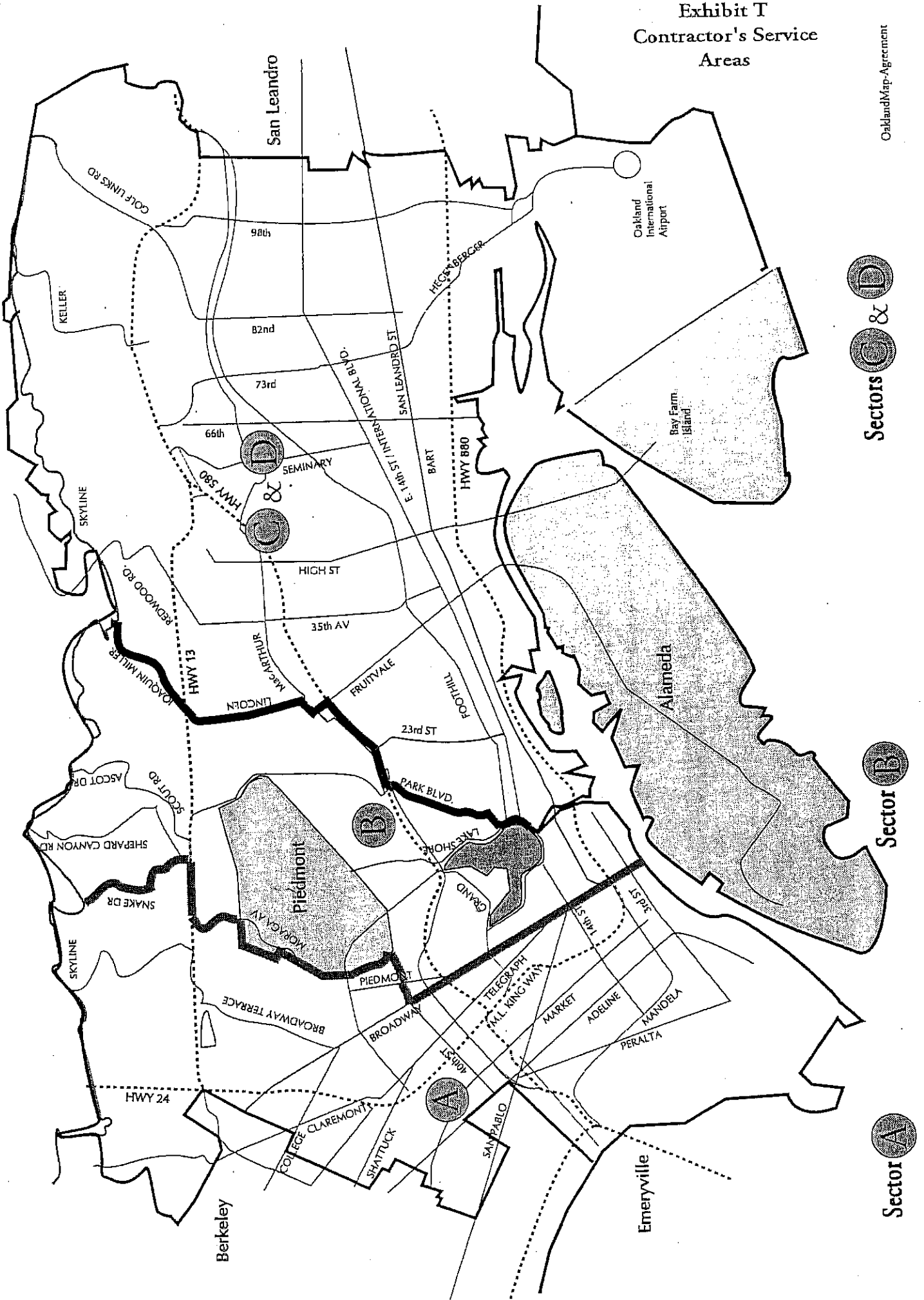
(N)



## **T. Contractor's Service Areas**

# Exhibit T Contractor's Service Areas

OaklandMap-Agreement



**U. List of City Facilities with  
WMAC Recycling Service**

Exhibit U  
List of City Facilities with  
WMAC Service Area  
*Recycling*

Department	Facility	Address
City Admin. *	City Hall	1 Frank H. Ogawa Plaza
City Admin. *	Dalziel Bldg.	250 Frank H. Ogawa Plaza
City Admin. *	Lionel J. Wilson Bldg.	150 Frank H. Ogawa Plaza
City-Family Care Home	FCC Bulnes	1807 104th Avenue
City-Family Care Home	FCC Carter	7506 Altura Place
City-Family Care Home	FCC Collins	2686 77th Avenue
City-Family Care Home	FCC Mayorga	3630 Nevil Street
City-Family Care Home	FCC Miller	1810 106th Avenue
City-Family Care Home	FCC Morgan	9224 Peach Street
City-Family Care Home	FCC Welch	8427 Ney Avenue
City-Fire	Fire Station #06	7080 Colton Boulevard
City-Fire	Fire Station #07	1006 Amato Avenue
City-Fire	Fire Station #13	1225 Derby Avenue
City-Fire	Fire Station #16	3600 13th Avenue
City-Fire	Fire Station #17	3344 High Street
City-Fire	Fire Station #18	1700 50th Avenue
City-Fire	Fire Station #20	1401 98th Avenue
City-Fire	Fire Station #21	13150 Skyline Boulevard
City-Fire	Fire Station #22	751 Air Cargo Road
City-Fire	Fire Station #23	7100 Foothill Boulevard
City-Fire	Fire Station #25	2795 Butters Drive
City-Fire	Fire Station #26	2611 98th Avenue
City-Fire	Fire Station #27	8501 Pardee Drive
City-Fire	Fire Station #28	4615 Grass Valley Road
City-Fire	Fire Station #29	1016 66th Avenue
City-Head Start	55th Avenue Head Start	1800 55th Avenue
City-Head Start	85th Avenue Start	8501 International Boulevard
City-Head Start	92nd Avenue Head Start	9202 International Boulevard
City-Head Start	Brookfield Head Start	9600 Edes Avenue
City-Head Start	Eastmont Mall Head Start	7200 Bancroft Avenue #203
City-Head Start	Lockhaven Head Start	1327 65th Avenue
City-Head Start	Manzanita Head Start	2701 22nd Avenue
City-Head Start	Seminary Head Start	5818 International Boulevard
City-Head Start	Sun Gate Head Start	2563 International Boulevard
City-Head Start	Tassafaronga Head Start	975 85th Avenue
City-Head Start	Virginia Avenue Head Start	4335 Virginia Avenue
City-Large	Heavy Equipment Shop	5050 Coliseum Way
City-Large	Maintenance Services	750 Coliseum Way

Department	Facility	Address
City-Large	Municipal Service Center	7101 Edgewater Avenue
City-Library	Brookfield Branch Library	9255 Edes Avenue
City-Library	Dimond Branch Library	3565 Fruitvale Avenue
City-Library	Elmhurst Branch Library	1427 88th Avenue
City-Library *	Main Library	125 14th Street
City-Library	Melrose Branch Library	4805 Foothill Boulevard
City-OPD	Animal Shelter	1101 29th Avenue
City-OPD	Eastmont Police Substation	275 Eastmont Town Center
City-OPD *	Police Admin Bldg.	455 7th Street
City-OPR	Brookfield Senior Center	9255 Edes Avenue
City-OPR	Greenman Field	1309 66th Avenue
City-OPR	Leona Lodge	4444 Mountain Boulevard
City-OPR	Oakport Field	Oakport Road
City-OPR	Sequoia Lodge	2666 Mountain Boulevard
City-Pool	Fremont Pool	4559 Foothill Boulevard
City-Pool	Lions Pool	3860 Hanly Road
City-Pool	Live Oak Pool	1055 MacArthur Boulevard
City-Rec Center	Allendale Recreation Center	3711 Suter Street
City-Rec Center	Arroyo Viejo Recreation Center	7701 Krause Avenue
City-Rec Center	Arroyo Viejo Studio	7701 Krause Avenue
City-Rec Center	Brookdale Recreation Center	2535 High Street
City-Rec Center	Brookfield Recreation Center	9175 Edes Avenue
City-Rec Center	Dimond Recreation Center	3860 Hanly Road
City-Rec Center	F.M. Smith Recreation Center	1069 Park Boulevard
City-Rec Center	Manzanita Recreation Center	2701 22nd Avenue
City-Rec Center	Poplar Recreation Center	3131 Union Street
City-Rec Center	Rainbow Recreation Center	5800 International Boulevard
City-Rec Center	Redwood Heights Recreation Center	3731 Redwood Road
City-Rec Center	Sanborn Recreation Center	1637 Fruitvale Avenue
City-Rec Center	Sheffield Recreation Center	447 Marlow Drive
City-Rec Center	Tassafaronga Recreation Center	975 85th Avenue
City-Rec Center	Verdesse Carter Recreation Center	9600 Sunnyside Street
Museum *	Oakland Museum	1000 Oak Street

\* City Facilities outside WMAC Residential Recycling Service Area for which WMAC agrees to provide service

## **V. Recycling Reporting Requirements**

## 1999 RESIDENTIAL RECYCLING STATISTICS

Month	Weight of Fibers and Commingled Material in Pounds					Recycling			Gallons
	Commingled	Mixed Paper	Total Collected	Waste Material	Total Recycled	Avg. Lbs. Per Set Out	# Of Set Outs	Used Motor Oil	
JAN	300,860	1,886,992	2,187,852	(146,700)	2,041,152	31.43	64,941	244	
FEB	253,262	1,737,630	1,990,892	(124,366)	1,866,526	30.97	60,266	207	
MAR	351,482	1,888,998	2,240,480	(155,608)	2,084,872	31.90	65,347	311	
APR	333,328	1,921,472	2,254,792	(154,074)	2,100,718	31.50	66,694	231	
MAY	379,687	1,777,283	2,156,963	(143,248)	2,013,715	30.07	66,964	379	
JUN	417,868	1,833,352	2,251,212	(152,378)	2,098,834	28.10	74,680	338	
JUL	516,523	1,712,117	2,228,637	(164,530)	2,064,107	26.74	77,189	514	
AUG									
SEP									
OCT									
NOV									
DEC									
TOTAL	2,553,010	12,757,844	15,310,828	(1,040,904)	14,269,924	30.10	476,081	2,224	

## CUMULATIVE TOTALS

Year	Total Weight of Fibers and Commingled Material				Recycling			Gallons
	Commingled	Mixed Paper	Total Collected	Waste Material	Total Recycled	Avg. Lbs. Per Set Out	# Of Set Outs	Used Motor Oil
1995	784,160	2,585,340	3,369,500	(141,164)	3,228,336	17.89	180,429	1,342
1996	5,600,713	18,244,587	23,845,300	(896,274)	22,949,026	22.95	856,176	5,956
1997	5,370,243	17,817,616	23,187,850	(1,659,594)	21,528,256	26.57	810,381	5,346
1998	5,188,093	18,536,347	23,724,437	(1,771,182)	21,953,255	33.32	659,337	3,566
1999	2,553,010	12,757,844	15,310,828	(1,040,904)	14,269,924	30.10	476,081	2,224

## WMAC CURBSIDE RECYCLING MONTHLY PAYMENT SUMMARY REPORT FOR THE CITY OF OAKLAND

JULY 1999

MATERIAL	TONS	REVENUE PER TON	AMOUNT	PROCESSING FEE		REVENUE TOTAL
				TONS	AMOUNT	
ALUMINUM	5.94	\$2,178	\$12,937	\$115	\$683	\$12,254
GLASS (MIXED)	132.75	\$59	\$7,832	\$115	\$15,266	(\$7,434)
TIN	26.34	\$21	\$553	\$115	\$3,028	(\$2,476)
PLASTIC (PET)	14.46	\$779	\$11,267	\$115	\$1,663	\$9,603
HDPE (NATURAL)	22.99	\$136	\$3,126	\$115	\$2,643	\$483
HDPE (MIXED)	10.33	\$121	\$1,250	\$115	\$1,188	\$62
TRASH-MIXED	45.45	\$0	\$0	\$115	\$5,227	(\$5,227)
MIX PAPER	288.49	\$49	\$14,136	\$45	\$12,982	\$1,154
OCC	74.48	\$49	\$3,649	\$45	\$3,351	\$298
NEWS	456.28	\$49	\$22,358	\$45	\$20,533	\$1,825
TRASH-FIBERS	36.81	\$0	\$0	\$45	\$1,656	(\$1,656)
TOTAL NET TO PROGRAM						\$8,886

**W. Non-Targeted Recyclable  
Materials**

EXHIBIT W  
Non-targeted Recyclable Materials

1. Molded Plastics
2. Ferrous and non-ferrous scrap metal other than Targeted Recyclable Materials, including, but not limited to: compressed gas containers and tanks (e.g., propane, helium)
3. automobile batteries
4. vehicle tires
5. CRTs, including computer monitors

City and Contractor may mutually agree to include additional materials or remove materials from this list of Non-targeted Recyclable Materials.

Contractor represents that Contractor can and does recover the Non-Targeted Recyclable Materials listed above through processing and returns these Non-Targeted Recyclable Materials to the economic mainstream. In the event Contractor fails to ensure that the maximum amount of a specific Non-Targeted Recyclable Material collected is returned to the economic mainstream in the form of commodities, City may request that this specific Non-Targeted Recyclable Material be removed from the above list. Contractor shall not unreasonably deny City's request.

**X. Declaration of Compliance with  
the American with Disabilities Act**

## DECLARATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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.

The Contractor certifies that it 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 undersigned authorized representative hereby obligates the applicant to the above stated conditions under penalty of perjury.*

Waste Management of Alameda County, Inc.

Company Name

172 98th Avenue

Address

510-430-8509

Phone

172

05-25-04

Date

Signature of Authorized Representative  
James E. Devlin

Type or Print Name

Vice President

Type or Print Title

**Y. Living Wage Ordinance  
Declaration of Compliance**



## Exhibit Y

Office of the City Manager - Contract Compliance and Employment Services

## 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 minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$9.58 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$11.02 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. **(Effective July 1, 2004 the new rates will be \$10.34 per hour with health and \$11.90 per hour without)**

- (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) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Credit (EIC) and make available the forms required to secure advance EIC payments from the employer pursuant to Section 5 "Notifying Employees of their Potential Right to the Federal Earned Income Credit" of the Ordinance.
- (c) 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
- (d) 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.

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

Waste Management of Alameda County  
Company Name

172 98th Avenue, Oakland, CA 94603  
Address

510      430-8509      10-06-04  
Area Code      Phone      Date

James E. Devlin  
Signature of Authorized Representative

James E. Devlin  
Type or Print Name

Vice President, Bay Area Market Area  
Type or Print Title

Revision Date: 7/20/00

This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

Rev.: 3/29/2002

Item No.	Description	Response	Comments
1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)	Abb	
2.	How many of your permanent employees are paid above the Living Wage rate. (Refer to sub-section "A" for current wage rate)	Abb	
	How many of your permanent employees are paid below the Living Wage rate. (Refer to sub-section "A" for current wage rate)	0	
3.	Number of compensated days off per employee (Refer to subsection "B" on the other side of the form for the correct number of compensated days off.	min. 18	
4.	Number of trainees in your company?	0	
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	0	

Revision Date: 7/20/00

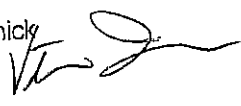
This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

Rev.: 3/29/2002

**Z. Equal Benefits Declaration of  
Nondiscrimination**

Exhibit Z

# Memo

To: Gwen McCormick  
From: Vivian Inman   
Date: 11/12/2004  
Re: Equal Benefits For Domestic Partners – Compliance Review – Waste Management of Alameda County

Per your request, compliance with the Equal Benefits Ordinance for Domestic Partners was reviewed.  
The firm is:

☒ In Compliance  
☐ Not In Compliance –

Please note:

\_\_\_\_\_ This office will follow up and contact you upon completion of the process. Your compliance contact regarding this matter is: \_\_\_\_\_ ext. \_\_\_\_\_

\_\_\_\_\_ As the department /Agency contact for this contract, please follow up with the contractor/consultant/service provider and collect the following required documents.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

RECEIVED  
CONTRACT ADMINISTRATION  
2004 NOV 12 PM 4:42



# Equal Benefits - Declaration of Nondiscrimination

Equal Access



## Section A. Vendor/Contractor/Consultant\*CFAR Information

- 1 Name of Company Waste Management of Alameda County, Inc.
- 2 Name of Company Contact Gary Hollandsworth, Senior H.R. Manager
- 3 Phone Number 510-613-8721 Fax Number 510-613-8755
- 4 Vendor Number (If Known) \_\_\_\_\_ Federal ID or Social Security # 94-0727420
- 5 Approximate Number of Employees in the U.S. 1,200
- 6 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes ☒ No ☐
- 7 Union Name(s) Teamsters Local 70; Automotive Machinist Local 1546; ILWU Local 6

## Section B Compliance Questions

- 1 Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees.

Yes ☒ or No ☐ (please check one)

- 2 Does your company provide or offer access to any benefits to employees with \*\*domestic partners?

Yes ☒ or No ☐ (please check one)

- 3 Please check each benefit that applies to answers 1 & 2 above and list as "other" any additional benefits not listed below. Some benefits (i.e. bereavement leave) are provided to employees because they have a spouse or domestic partner. Other benefits (i.e. medical insurance) are provided directly to the spouse or domestic partner.

		Yes, this benefit is offered to Employees and their Spouses	Yes, this benefit is offered to Employees and their Domestic Partners	No this benefit is not offered at all	Yes, documents were submitted for this benefit.
Benefit	a Health	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b Dental	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c Vision	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	d Retirement (Pension, 401(k), etc)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	e Bereavement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	f Family Leave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	g Parental Leave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	h Employee Assistance Program	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	i Relocation & Travel	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	j Company Discount, Facilities & Events	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	k Credit Union	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	l Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	m Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* CFAR is a City Financial Assistance Recipient

\*\* The term "Domestic Partner" is defined as same-or opposite-sex couples registered with a state or local government domestic partnership registry.

Section C. Submitting Documents to Support Compliance Determinations

Please remember: Copies of documents must be submitted to justify each benefit marked under Section B-3 above. Your company can not be certified as complying with the City's Equal benefits Ordinance without proper documentation. For example, to document medical insurance, submit a statement from your insurance provider or a copy of the eligibility section from your plan document. To document leave programs, submit a copy of your company's employee handbook. If documentation of a particular benefit does not exist, attach an explanation. For more information please call the designated agency contract administrator or project manager.

Section D. Winning Compliance Through Reasonable Measures

Business owner, please note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form with all necessary attachments, and have your application approved by the City. For more information, the contract administrator or project manager holds the appropriate Reasonable Measures Application Form.

Section E. Declaration of Non-Discrimination

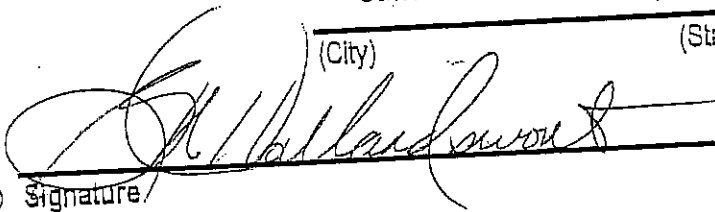
## ① Declaration:

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

## ② Date &amp; Address

10	/	06	/	04
Month		Date		Year
Oakland	/			California
(City)		(State)		

## ③ Signature



## ④ Name of Signatory (please print)

Gary Hollandsworth

Oakland

CA

(City)

(State)

Did you submit supporting documentation for each benefit offered?

Yes ☒ No ☐

(please check one)

**FYI**

Responses are pursuant to the Oakland Municipal Code, Chapter 2.32 "Equal Benefits Ordinance".

(1) What is the Equal Benefits Ordinance (EBO)?

- ☐ It is a law requiring contractors on city contracts of \$25,000 or more to provide employee benefits to their employees with domestic partners equivalent to those provided to their employees with spouses.

(2) What is a "domestic partner"?

- ☐ A domestic partner is any person who has a currently registered domestic partnership with a governmental body pursuant to state or local law authorizing such registration.

(3) What is the purpose of the Equal Benefits Ordinance and the effective date?

- ☐ The purpose is to prohibit discrimination in the provision of employee benefits by City contractors.
- ☐ The effective date is July 1, 2002.

(4) What legislation brought the EBO into being and can I get my own copy of that legislation?

- ☐ The enabling legislation is the Municipal Code Chapter 2.32 "Equal Benefits Ordinance". Copies are available through the City Clerk's Office at 238-3266.

(5) Who is subject to the application of this Ordinance?

- ☐ Entities which enter into a "contract" with the city for an amount of \$25,000 or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the city or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the City.
- ☐ Entities which enter into a "property contract" pursuant to Section 2.32 (D) with the City in an amount of \$25,000 or more for the exclusive use of or occupancy (i) of real property owned or controlled by the city or (ii) of real property owned by others for the city's use or occupancy, for a term exceeding 29 days in any calendar year.

(6) My firm is international. Does the Ordinance apply to my entire operation?

- ☐ EBO requirements only apply to those portions of a contractor's operations that occur (i) within the City; (ii) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if elsewhere in the United States where work related to a City contract is being performed.
- ☐ The requirements shall not apply to subcontracts or subcontractors of any contract or contractor.

(7) Are there any exceptions?

- ☐ Yes. See Oakland Municipal Code, Chapter 2.32 "Equal Benefits Ordinance" Section 2.32.060 "Waivers and exemptions"

Need Assistance? Call Contract Compliance & Employment Services, Office of the City Manager, (510) 238-6270.



# Equal Benefits - Declaration of Nondiscrimination

Equal Access



## Section A. Vendor/Contractor/Consultant/\*CFAR Information

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2 Name of Company Contact Gary Hollandsworth, Senior H.R. Manager

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Yes ☒ or No ☐ (please check one)

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Yes ☒ or No ☐ (please check one)

3 Please check each benefit that applies to answers 1 & 2 above and list as "other" any additional benefits not listed below. Some benefits (i.e. bereavement leave) are provided to employees because they have a spouse or domestic partner. Other benefits (i.e. medical insurance) are provided directly to the spouse or domestic partner.

		<input checked="" type="checkbox"/>							
Benefit		Yes, this benefit is offered to Employees and their Spouses		Yes, this benefit is offered to Employees and their Domestic Partners		No this benefit is not offered at all		Yes, documents were submitted for this benefit.	
a	Health	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
b	Dental	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
c	Vision	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
d	Retirement (Pension, 401(k), etc)	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
e	Bereavement	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
f	Family Leave	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
g	Parental Leave	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
h	Employee Assistance Program	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
i	Relocation & Travel	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
j	Company Discount, Facilities & Events	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
k	Credit Union	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
l	Child Care	<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>	
m	Other	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

\* CFAR is a City Financial Assistance Recipient

\*\* The term "Domestic Partner" is defined as same-or opposite-sex couples registered with a state or local government domestic partnership registry.

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Business owner, please note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form with all necessary attachments, and have your application approved by the City. For more information, the contract administrator or project manager holds the appropriate Reasonable Measures Application Form.

Section E. Declaration of Non-Discrimination

## ① Declaration:

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

## ② Date &amp; Address

10	/	06	/	04
Month		Date		Year
Oakland	/	California		
(City)		(State)		

## ③ Signature

Gary Hollandsworth

Oakland

CA

## ④ Name of Signatory (please print)

(City)

(State)

Did you submit supporting documentation for each benefit offered? Yes ☒ No ☐ (please check one)

# Facsimile Transmittal Cover Sheet

**To: Ginger**

**4 pages**

**Fax : (510) 613-8755**

**From: Judy Grant**

**Trust: Automotive Industries**

**Phone: (510) 337-3327**

**Fax: (510) 337-3390**

**Date: October 4, 2004 1:17:16 PM**

Per your request here is the information regarding domestic partner coverage with Automotive Industries Welfare Plan.

This facsimile transmission may contain confidential information belonging to the sender. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited by law. If you have received this transmission in error, please immediately notify us by telephone (510-433-4400) to arrange for return of the documents. Thank you.

# *Automotive Industries Welfare Fund*

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 838-2484  
POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

DATE: March 2001

TO: All Contributing Employers

FROM: Board of Trustees  
Automotive Industries Welfare Fund

RE: Change in Domestic Partner Coverage Effective March 1, 2001

Contributing employers have been eligible to offer domestic partner coverage to its employees if contracted with the City of San Francisco. Effective March 1, 2001, you may offer domestic partners coverage regardless of whether you are contracted with the City of San Francisco.

*Which employees will be eligible to receive the coverage and what benefits will be provided?*

Coverage will be provided for the domestic partner of an employee who has completed an Affidavit for Enrollment of Domestic Partners. Coverage will be provided for dependent children of a domestic partner if the child meets the Fund's eligibility rules for a dependent child.

Eligible domestic partners and their eligible dependents will be granted the same status as any legally married spouse of a participant in the Fund. Thus, if life insurance and medical, prescription drug, dental, and vision benefits are now available for the eligible spouse of an employee, such coverage will be available for any eligible domestic partner of an employee. Any coverage currently provided to children of an eligible spouse will now be available to children of an eligible domestic partner.

*When will this coverage be effective?*

Coverage for a domestic partner and his or her eligible children will become effective on the first day of the month following the approval of your written request by the Board of Trustees.

*Will there be any additional cost required on your part to add this coverage?*

The addition of this coverage will not affect your required monthly contributions.

*What tax reporting responsibilities are involved?*

Please consult the Taxation Fact Sheet on the reverse side.

The Board of Trustees of the Automotive Industries Welfare Fund expressly reserves the right to amend, modify, revoke or terminate this coverage at any time.

OVER

## TAXATION FACT SHEET

This fact sheet explains the basic tax issues employers should consider when implementing a domestic partner health benefits policy.

### *What are the tax differences between health care benefits for spouses and domestic partners?*

When employers provide health care benefits for the spouse and/or dependents of their employees, the Internal Revenue Code allows the money paid by the employer for these benefits to be excluded from the employee's gross income (Internal Revenue Code §§ 105, 106.). No such exclusion exists for benefits given to an employee for his or her domestic partner, or the dependents of a domestic partner. Therefore, in general, the money paid by an employer for health care benefits for an employee's domestic partner and/or the dependents of a domestic partner is income which is taxable. Consult with your tax advisor for advice regarding your specific situation."

### *Who is responsible for paying the tax?*

The employee is responsible for paying the tax on domestic partner benefits. To the extent the law requires the employer to withhold tax on the income paid to its employees, the tax on domestic partner benefits must also be withheld.

### *How is the tax calculated?*

While there is no Internal Revenue Service (I.R.S.) code specifically addressing this issue, private letter rulings issued by the I.R.S. require that an employer withhold tax from their employee's income on the fair market value of the health benefit paid in excess of the amount paid by the employee for that benefit. This is called imputed income. The Fund can advise you on its calculation of the monthly imputed income amount.

### *What about other taxes, such as FICA and FUTA?*

To the extent that the fair market value of domestic partner benefits is considered taxable as income, it also will be treated as wages subject to inclusion in Federal Insurance Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) tax calculations.

### *Can employers deduct the cost of providing domestic partner benefits along with other forms of employee compensation?*

Yes. The corporate tax deductions allowed for other benefit plans also are available to employers providing domestic partner benefits. This is because Internal Revenue Code section 162(a) allows employers to deduct all "ordinary and necessary business expenses" associated with employee compensation and does not specify to whom the benefit must be paid in order for the deduction to apply.

**The information contained in this document is not intended as legal advice and should not be relied on as such.**

**AUTOMOTIVE INDUSTRIES WELFARE FUND**  
**SCHEDULE OF MONTHLY PREMIUMS**  
**FOR DETERMINATION OF DOMESTIC PARTNER IMPUTED INCOME**  
**EFFECTIVE SEPTEMBER 1, 2003**

	DOMESTIC PARTNER	CHILDREN
<b><u>Medical</u></b>		
	\$166.73	\$119.09
Indemnity	264.47	219.51
Kaiser	222.16	184.40
PacifiCare	252.36	209.45
Group Health Cooperative*		
<b><u>Prescription Drug</u></b>		
	\$56.77	\$40.56
Direct Pay Enrollee	37.35	28.68
Kaiser Enrollee	26.74	19.11
PacifiCare Enrollee	56.77	40.56
Group Health Cooperative*		
<b><u>Dental</u></b>		
	\$44.59	\$31.86
Direct Pay	28.34	20.24
Bright Now! Dental	18.15	12.97
Safeguard	18.61	13.29
United Concordia		
<b><u>Orthodontia</u></b>	\$3.60	\$2.57
<b><u>Vision</u></b>	\$6.10	\$4.36
<b><u>Life/AD&amp;D</u></b>	\$0.24	\$0.10

\*Seattle Area only – effective February 1, 2003

The figures highlighted above are to be used by your employer to determine the imputed income for your domestic partner coverage.

Please refer your employer to the enclosed notice to all contributing employers regarding the change in domestic partner coverage March 1, 2001.

**Staton, Virginia**

---

**From:** Pat Corcoran [pcorcoran@picinc.us]

**Sent:** Monday, October 04, 2004 1:50 PM

**To:** Staton, Virginia

Hi Ginger,

Heres the info you requested on Domestic Partners. Let me know if you have any questions.

Pat Corcoran  
Professional Insurance Consultants  
925-798-2550

This e-mail message and any attachments may contain confidential information that is legally privileged. If you are not the intended recipient(s), or person responsible for delivering it to the intended recipient(s), you are hereby notified that any review, disclosure, copying, distribution or use of any of the information contained herein is strictly prohibited. If you have received this transmission in error, please contact the sender by reply e-mail and destroy the original transmission and any attachments without reading or saving in any manner.

10/4/2004

## Staton, Virginia

**From:** Thomas P. Corcoran [tcorcoran@picinc.us]  
**Sent:** Monday, October 04, 2004 12:13 PM  
**To:** Pat Corcoran  
**Subject:** Domestic Partners - Language

### Domestic Partners

In addition to a lawful spouse and dependent children, a "domestic partner" is also eligible for coverage. A domestic partner may be of the same or opposite sex and must meet all of the requirements stated below:

- You and your domestic partner are each other's sole domestic partner and have been such for at least six months prior to signing the Declaration of Domestic Partnership (as described below);
- Neither of you is married to or legally separated from another person;
- You and your domestic partner are more than 18 years old;
- You and your domestic partner are legally competent to contract;
- You and your domestic partner are not related by blood to a degree of closeness which would prohibit legal marriage in the state of California; and
- Any other domestic partnership in which either you or your domestic partner participated must have terminated at least six months prior to the date of signing the Declaration of Domestic Partnership (as described below).

### Application Process For Domestic Partner Coverage

1. An initial application on the form required by the Fund must be submitted to the Administrator's office declaring the intent to apply for domestic partner coverage;
2. A six-month waiting period will commence from the date of the filing of the initial application for domestic partner coverage during which time no Plan benefits will be payable for the domestic partner;
3. The Plan will provide you with a document, the Declaration of Domestic Partnership, which must be notarized and filed with the Administrator's office within 30 days of the filing of the initial application;
4. Within 90 days of the filing of the initial application, evidence of the existence of the domestic partnership must be submitted to the Administrator's office in the form of two of the following:
  - Proof of joint bank account;
  - Proof of joint lease or mortgage of mutual residence; or
  - A joint billing statement (e.g., utility bill).
5. Upon completion of the six-month waiting period, a Declaration of Reaffirmation of Domestic Partnership must be filed with the Administrator's office.

### Tax Consequences of Domestic Partner eligibility

According to the IRS, if your domestic partner is not your "dependent" for federal income tax purposes, the portion of the employer contribution made on your behalf which funds the domestic partner's coverage is treated as your additional income. The Fund calculates the fair market value of the coverage and reports this amount once annually as your income. Employer taxes attributable to this "income" is paid by the Fund and you must pay the employee income taxes on the portion of the employer contributions to the Plan determined to be the fair market value of your domestic partner's coverage.

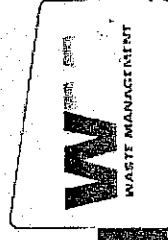
10/4/2004

# Benefits Enrollment 2005



# 2005 Benefit Design Changes...cont.

- Short term and Long term disability
  - Partner changing from Hartford to CIGNA Group Insurance
- 401(k)
  - Ability to contribute up to 25% of salary pre-tax (versus 15% limit today)
  - Catch-up contribution limit will increase to \$4,000
- There are no cost increases or plan design changes to the vision or legal plan
- WM will begin offering coverage to same gender Domestic Partners in 2005



**AA. Acknowledgement of  
Campaign Contribution Limits  
Form**

## CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

This is an ☒ Original ☐ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name Waste Management of Alameda County, Inc. Phone 510 -430 -8509

Street Address 172 98th Avenue City Oakland, State CA Zip 94603

Type of Submission (check one) ☐ Bid ☐ Proposal ☐ Qualification ☒ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

James E. Devlin  
Signature

05 / 25 / 04  
Date

James Devlin  
Print Name of Signer

Vice President  
Position

To be Completed by City of Oakland after completion of the form

Date Received by City:     /     /     By:                     

Date Entered on Contractor Database:     /     /     By:

**BB. Nuclear Free Zone Disclosure  
Form**



## CITY OF OAKLAND

# NUCLEAR FREE ZONE DISCLOSURE FORM - S

I, \_\_\_\_\_, the undersigned, a  
(Name)

\_\_\_\_\_ of Waste Management of Alameda County, Inc.  
(Title) (Business Entity)  
(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland.

II. The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.

I declare that the foregoing is true and correct to the best of my knowledge.

05-25-04

(Date)

James E. Devlin James Devlin  
(Signature and Name)

Waste Management of Alameda County, Inc.

(Name of Business Entity)

172 98th Avenue

(Street Address)

Oakland, CA 94603

(City, State and Zip Code)

Waste Management, Inc.

(Name of Parent Company)

**CC. Small Business Subscription  
Limits Form**

EXHIBIT CC  
Small Business Subscription Rates

The following rates shall be the maximum rates that Contractor may charge Small Business Customers upon the Effective Date of this Agreement. These rates may be adjusted annually in the manner described in Section 18.9.02. The City may, at its option, subsidize the Small Business rates.

<u>Service Type</u>	<u>Subscription Rate</u>
40-gallon bag	\$5.00 per bag
18-gallon bin	\$8.00 per month
64-gallon cart	\$7.50 per month
96-gallon cart	\$10.00 per month

City agrees to subsidize Contractor for the cost of providing Small Business Recycling service pursuant to the following:

- A. \$1.50 per month per Small Business Customer using cart service when the number of monthly Small Business cart Customers exceeds 300 but is less than 500.
- B. If the number of Small Business Customers using cart service exceeds 500, the City and Contractor will meet and mutually agree upon a revised subsidy.

**DD. Supplemental Agreement  
dated December 2, 1995**

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement by and between the City of Oakland ("City") and Waste Management of Alameda County ("Contractor") (collectively referred to as the "Parties") is made and entered into as of the 2nd day of December, 1995.

RECITALS

WHEREAS, the Parties entered into a "Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services Between the City of Oakland and Waste Management of Alameda County," dated the 1st of December 1995 ("Agreement"); and

WHEREAS, the Parties believe that a number of issues of mutual concern relating to the Agreement are more appropriately addressed in this Supplemental Agreement, rather than incorporated into text of the Agreement; and

WHEREAS, the Agreement and this Supplemental Agreement should be read as one agreement such that the definitions/capitalized terms in the Agreement shall have the same meaning in this Supplemental Agreement and all other terms and provisions of the Agreement shall apply to this Supplemental Agreement;

NOW, THEREFORE, for the reasons stated above and in consideration of the mutual promises, covenants, and conditions contained in this Supplemental Agreement and for other good and valuable consideration, the City and Contractor agree as follows:

I. Reimbursement for Claims of Other Recycling Contractors

✓ Contractor has agreed, pursuant to Agreement section 17.24.2, to work cooperatively with both the City and the City's other Recycling Contractors (Karl's Recycling Service/Pacific Rim Recycling and California Waste Solutions, or their successors/assigns) to minimize disruption to service and minimize the cost impact of changing garbage routes, frequency, times and days of collection (collectively called "Changes").

Notwithstanding such good faith efforts, the other Recyclers may nevertheless incur additional costs as a result of such Changes and may file a Claim against the City to recover such additional costs.

Contractor agrees to defend with counsel reasonably acceptable to City, indemnify and hold harmless the Indemnities against any and all Claims relating to or arising out of such Changes. Contractor shall be solely liable for any and all such claims made by other Recyclers.

Although both Recycling Agreements do not contain an explicit provision allowing for cost recovery in the event of Changes, Contractor acknowledges that a court of competent jurisdiction may nevertheless hold that the Recycling Contractors may have valid Claims for Changes against the City.

If a Claim is filed by one of the City's other Recyclers related to or arising out of such Changes, the City shall promptly forward a copy of such Claim to Contractor. The City and Contractor will work cooperatively and in good faith to promptly resolve the Claim.

Contractor shall reimburse the City, within thirty (30) days of receipt of a City invoice, for all actual, reasonable costs associated with reviewing, investigating, processing, defending, negotiating, settling, and litigating (in judicial, administrative or other forums) said Claim (including but not limited to City staff and City Attorney time, including applicable City overhead allocations, and outside consultants, including attorneys' fees and costs).

## II. Service Discounts

On July 25, 1995 the City approved the Rates which included an amount to be charged for apartment complexes with five or more units. The Rates were to become effective on September 1, 1995. In establishing the Rates, it was the intention of Contractor to create an incentive for apartment house owners to subscribe to a more efficient Solid Waste collection and disposal service by increasing the amount to be charged for more than once per week pickup.

Due to space limitations, some apartment house owners are unable to subscribe to a more efficient Solid Waste collection and disposal service. Contractor has requested, and the City agrees, to continue to charge certain Customers the Rates in effect as of January 1, 1994, if the Customer is unable to subscribe to an alternate collection and disposal service because of space limitations.

Contractor and the City agree to review prior to May 15, 1996 the Rates to be charged for apartment complexes with five or more units. If an alternate rate structure is required, it shall be submitted to the City Council for review, and if approved, such Rates shall become effective on July 1, 1996.

✓/III. Curbside Placement Exemption

Contractor and the City have jointly developed Curbside Placement Exemption criteria for Customers who have no viable options for curbside placement of Solid Waste and Yard Waste containers. Customers meeting the criteria shall be granted a twelve month exemption and shall not have to pay an additional charge for backyard service. If less than two percent (2%) of the total number of Customers meet the established Curbside Placement Exemption criteria, the eligible Customers shall continue to receive backyard service at the end of the initial twelve month exemption period at no additional charge. If the number of Customers meeting the established criteria exceeds two percent (2%), the City and Contractor shall meet and discuss the impact on Contractor to provide such backyard service and any rate adjustments that may be necessary. Contractor shall continue to provide backyard service to qualifying Customers during such discussion period.

To receive a Curbside Placement Exemption the Customer must meet one of the following criteria:

1. The subject property does not have parcel frontage contiguous to a public right-of-way accessible to Contractor's collection vehicle and is either more than 100 feet from the closest public right-of-way or is only accessible from an unpaved or steep (20% grade or more) access easement or driveway.
2. There are 20 stairs or more to all public right-of-way points and no storage location at street level.
3. There is no location at the curb or in the street to place containers without blocking the public right-of-way.
4. The requirement to bring the containers to the curb would place an undue burden on the Customer as determined by the City and Contractor.

Contractor and the City shall field review all exemption requests and meet with the Customer if necessary. Contractor shall notify the Customer in writing of the granting or denial of the exemption request.

IV. Public Education

Contractor and the City mutually agree to develop a definition for Public Education by June 30, 1996 which shall be included in the Franchise Agreement for Integrated Solid Waste Management Services. Contractor and the City also mutually agree to amend Exhibit G of the Franchise Agreement to incorporate any changes required by creation of said Public Education definition.

V. Recitals

The foregoing recitals are true and correct and are an integral part of this Supplemental Agreement.

VI. Effective Date

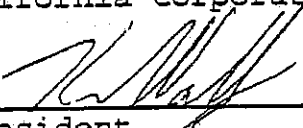
This Supplemental Agreement shall become effective on the Effective Date of the Agreement and only if the Agreement becomes effective.

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this Supplemental Agreement, and have executed this Supplemental Agreement on the date first written above.


RECOMMENDED FOR APPROVAL

BY:   
Harry Schrauth  
Support Services Administrator, Office of Public Works

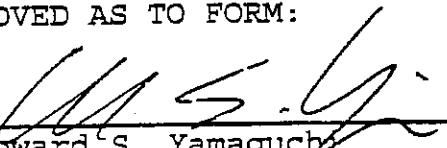
WASTE MANAGEMENT OF ALAMEDA  
COUNTY, INC.  
A California Corporation

BY:   
President


CITY OF OAKLAND  
A Municipal Corporation

BY:   
City Manager

APPROVED AS TO FORM:

BY:   
Howard S. Yamaguchi  
Associate Group Counsel

APPROVED AS TO FORM & LEGALITY:

BY:   
Mark Wald  
Deputy City Attorney

**EE. First Amendment to  
Supplemental Agreement dated  
July 1, 1996**

FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT

This FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT is entered into this 1st day of July, 1996, by and between the City of Oakland, a municipal corporation, hereinafter referred to as "City", and Waste Management of Alameda County, Inc., a California corporation, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the City and Contractor entered into a Supplemental Agreement dated December 2, 1995, hereinafter referred to as the "Supplemental Agreement," which should be read as one agreement with the Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services dated December 1, 1995 between the City and Contractor, hereinafter referred to as the "Agreement"; and

WHEREAS, the City and Contractor desire to amend the Supplemental Agreement;

NOW, THEREFORE, THE CITY AND CONTRACTOR DO HEREBY AGREE AS FOLLOWS:

1. II. Service Discounts of the Supplemental Agreement shall be amended to read:

On July 25, 1995 the City approved the Rates which included an amount to be charged for apartment complexes with five or more units. The Rates were to become effective on September 1, 1995. In establishing the Rates, it was the intention of Contractor to create an incentive for apartment house owners to subscribe to a more efficient Solid Waste collection and disposal service by increasing the amount to be charged for more than once per week pickup.


Due to space limitations, some apartment house owners are unable to subscribe to a more efficient Solid Waste collection and disposal service. Contractor has requested, and the City agrees, to allow Contractor to charge these Customers a lower Rate if Contractor reasonably determines that the Customer is willing but unable, due to space limitations, subscribe to a more efficient collection service. The Rate to be charged as of July 1, 1996 is that Rate which would be in effect if the Customer was able to subscribe to a more efficient collection and disposal service.

2. IV. Public Education of the Supplemental Agreement shall be amended to read:


Public Education shall mean any information (whether written or otherwise) directed by Contractor to Customers regarding the programs and services provided under the Franchise Agreement and shall be subject to the prior review and approval of the City. With respect to any other communications concerning matters relating to the Franchise Agreement, which are not covered above, the party proposing to make such communication shall make reasonable good faith efforts to consult with the other party to ensure accuracy and consistency with the requirements and spirit of the Franchise Agreement.

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this First Amendment to Supplemental Agreement, and have executed this First Amendment to Supplemental Agreement on the date first written above.

RECOMMENDED FOR APPROVAL

BY:   
Harry Schrauth  
Support Services Administrator, Public Works Agency

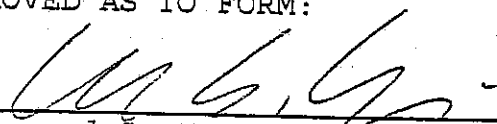
WASTE MANAGEMENT OF ALAMEDA  
COUNTY, INC.  
A California Corporation

BY:  8/15/96  
President

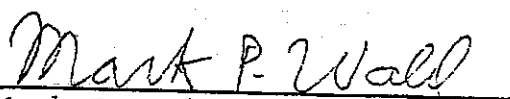
CITY OF OAKLAND  
A Municipal Corporation

BY:   
City Manager

APPROVED AS TO FORM:

BY:   
Howard S. Yamaguchi  
Associate Group Counsel

APPROVED AS TO FORM & LEGALITY:

BY:   
Mark P. Wald  
Deputy City Attorney

**FF. Settlement Agreement dated  
July 26, 1996**

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") by and between the City of Oakland ("City") and Waste Management of Alameda County ("Contractor") (collectively referred to as the "Parties") is made and entered into as of the 26th day of July, 1996.

RECITALS

WHEREAS, the City on April 19, 1996 and May 2, 1996 sent to Contractor letters outlining alleged breaches on the part of Contractor ("Alleged Breaches") of the Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services between the City and Contractor dated December 1, 1995 ("Franchise Agreement"); and

WHEREAS, Contractor on April 30, 1996 and May 16, 1996 did send to the City letters denying the Alleged Breaches of the Franchise Agreement; and

WHEREAS, the Parties have met and discussed the Alleged Breaches and issues of mutual concern and have reached a settlement of the issues; and as a result, the City withdraws its Alleged Breaches, and finds Contractor not to be in breach of the Franchise Agreement as of the date of this Settlement Agreement; and

WHEREAS, in furtherance of said discussions Contractor has offered to employ approximately 300 Oakland youth over the next two summers at a cost not to exceed \$300,000; and

WHEREAS, the City has accepted Contractor's offer to employ Oakland youth with the caveat that approximately 200 be employed during the summer of 1996 and approximately 100 during the summer of 1997 ("Youth Employment Program"); and

WHEREAS, the City further agrees that it shall take no unilateral action to delay, reduce or rescind the garbage rate increase scheduled for July 1, 1996 based upon Alleged Breaches.

NOW, THEREFORE, for the reasons stated above and in consideration of the mutual promises made by the Parties, the City and Contractor agree as follows:

1. YOUTH EMPLOYMENT PROGRAM

Contractor shall cause to be employed approximately 200 Oakland youth during the summer of 1996 and approximately 100 during the summer of 1997 in a Youth Employment Program ("Program") at a total Program cost not to exceed \$300,000 as set forth in the attached Scope of Services (Attached as Exhibit A) between WMAC and Youth Employment Partnership.

Contractor and the City shall work cooperatively to identify public service projects to be performed in Oakland, including but not limited to graffiti abatement, litter pickup and beautification projects. Program participants shall only be employed on such mutually identified projects and shall not be employed to provide services required to be performed by Contractor pursuant to the Franchise Agreement nor other normal Contractor operations.

Contractor shall pay up to \$200,000 for costs associated with the Program during the summer of 1996 and up to \$100,000 during the summer of 1997 to a non-profit organization acceptable to the City. The City's approval shall not be unreasonably withheld. Any unspent monies from the 1996 Program shall be added to the funding for the 1997 Program. Nothing in this Agreement shall prevent the City from operating the Program independently or as part of another City program in 1997. Contractor shall provide a revised Exhibit A for 1997 from a non-profit organization contracted by Contractor to operate the Program. Said revised Exhibit A shall be provided to the City by Contractor no later than June 1, 1997.

Contractor may deduct its actual out-of-pocket costs for the Program, up to \$100,000, from the franchise fee to be paid to the City pursuant to Section 8.3.3 of the Franchise Agreement for the months of July and August, 1996 and July 1997 to pay for Program costs. Contractor shall reimburse the City for the advance of such funds by increasing the amount of the franchise fee to be paid to the City as set forth in Section 8.3.3 of the Franchise Agreement by the amount of \$12,500 commencing with the September, 1996 franchise fee payment and continuing for twenty-four months (24) through August, 1998.

## 2. INDEMNIFICATION AND INSURANCE

Contractor agrees to defend, indemnify and hold harmless the City from any and all claims, actions, causes of action, demands, damages, injuries, attorneys' fees, consultants' fees, expenses and costs, and liability, either at law or in equity or of any kind, nature or description, arising out of or relating to, directly or indirectly, the Youth Employment Program.

This provision excludes claims or actions for damages or injuries to the extent that such damages or injuries are a result of the sole negligence or intentional misconduct of the City, its officers, employees and agents.

## 3. GARBAGE RATE INCREASE

Based upon the Alleged Breaches, the City shall take no unilateral action to delay, reduce or rescind the garbage rate increase scheduled for July 1, 1996.

4. OUTSTANDING ISSUES

The City and Contractor have met to discuss and resolve all outstanding issues listed in the City's letters of April 19th, May 2nd, May 9th and June 7, 1996, as well as any additional issues identified by the Parties. As of the date of this Agreement all outstanding issues have been resolved to the satisfaction of both Parties.

5. COMPLETE AGREEMENT; COUNTERPARTS

This Agreement, which consists of five (5) pages plus Exhibit A, constitutes the entire understanding and agreement of the City and Contractor and may be executed in counterparts, and photocopies or facsimile copies of this Agreement may be used as originals. Each such counterpart, photocopy or facsimile copy of this Agreement shall be deemed an original, but all of which together shall constitute one and the same instrument.

No prior written or oral statement or proposal shall alter any term or provision of this Agreement. The Parties agree that no promise, inducement or agreement not expressed herein has been made to it in connection with this Agreement.

6. ATTORNEYS' FEES

In any dispute between the Parties, in any judicial or administrative proceeding, regarding the provisions of this Agreement or the effect thereof, whether or not resulting in litigation or any appeal therefrom, the prevailing party shall be entitled to recover from the other party all reasonable costs, including, without limitation, attorneys' fees.

For purposes of this paragraph 6, the hourly attorneys' fees shall be the same for both Parties and shall be one hundred fifty dollars (\$150.00) per hour, indexed to fifty percent (50%) of the San Francisco/Oakland/San Jose Metropolitan Area Consumer Price Index (Urban Wage Earners and Clerical Workers, 1982-84 = 100), compiled by the U.S. Department of Labor, or successor thereto.

For purposes of this paragraph 6, "Prevailing Party" shall include without limitation (i) a party who dismisses an action in exchange for sums allegedly due such party; (ii) the party which received performance from the other party of an alleged breach of a covenant or a desired remedy where such performance is substantially equal to the relief sought in an action; or (iii) the party determined to be the prevailing party by a court of law.

7. GOVERNING LAW

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Alameda County. This Agreement shall be construed and enforced pursuant to the laws of the State of California.

8. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding on the heirs, successors, administrators, executors, transferees and assigns of the Parties.

9. NO ADMISSION OF LIABILITY

This Agreement is not intended to be an admission of liability or wrongdoing by either the City or Contractor and is a compromise of a disputed claim that is in the best interests of the Parties and the public.

10. WAIVER

Waiver of any term or condition contained in this Agreement by any party to the Agreement shall be in writing and shall not be construed as a waiver of any other term or condition contained in the Agreement.

11. AMENDMENTS

No modification, amendment or supplement to this Agreement will be binding on the parties unless it is made in writing, duly authorized by the City and Contractor, and signed by both Parties.

12. RECITALS

The foregoing recitals are true and correct and are an integral part of this Agreement.

13. COSTS AND EXPENSES

Each party agrees to bear its own costs, expenses and attorneys' fees, paid, incurred or to be incurred in settlement of this matter and neither will make any claim against the other for such costs, expenses or attorneys' fees.

14. NO CHALLENGE TO AGREEMENT

Each party agrees that it will not initiate, commence or otherwise participate in or assist, directly or indirectly, any challenge, whether administrative or judicial, seeking to invalidate any provision of this Agreement.

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this Agreement, and have executed one or more copies of this Agreement on the date first written above.

RECOMMENDED FOR APPROVAL

BY: Harry Schrauth  
Harry Schrauth  
Support Services Administrator, Public Works Agency

WASTE MANAGEMENT OF ALAMEDA  
COUNTY, INC.  
A California Corporation

BY: Sh. H. H.  
President

CITY OF OAKLAND  
A Municipal Corporation

BY: J. J. J.  
City Manager

APPROVED AS TO FORM:

BY: Howard S. Yamaguchi  
Howard S. Yamaguchi  
Associate Group Counsel

APPROVED AS TO FORM & LEGALITY:

BY: Mark Wald  
Mark Wald  
Deputy City Attorney

## SCOPE OF SERVICES

The Youth Employment Partnership, Inc.  
1411 Fruitvale Ave.  
Oakland, Ca. 94601  
(510) 533-3447

The Youth Employment Partnership, Inc. (YEP) will be contracted to provide the following services for the ENVIRONMENTAL SERVICE CORP Program (ESC). Total contract amount will be \$200,000 (See Addendum B- YEP/Environmental Service Corp Budget). Program dates are July 22, 1996 - September 15, 1996. YEP responsibilities would commence July 22, 1996.

### Recruitment

YEP will recruit participants (team members, team leaders, assistant team leaders and work experience counselors) from throughout Oakland utilizing the following agencies as resources: community based organizations, schools, merchant associations, churches, businesses and the Major Summer Job Program. YEP staff will mail supplemental environmental applications (ADDENDUM C) to approximately 2,000 OYES applicants inviting them to apply for the ENVIRONMENTAL SERVICE CORP program. YEP will interview at least 400 youth during the recruitment portion and will select 200 youth to fill the ESC positions. There will be a minimum of 20 youth selected from each of the 7 council districts.

### Orientation

All youth selected for the ESC program will be scheduled for a program orientation. This orientation will last 2 hours and will include an overview of the ENVIRONMENTAL SERVICE CORP program. YEP will be responsible for filing all relevant paperwork associated with hiring all workers.

### Compensation & Method of Payment

Compensation will be \$200,000 and WMI will pay YEP prior to the start of the program, no later than July 29, 1996.

### Payroll Responsibilities

YEP will be responsible for the payroll of all program participants. We will open a separate payroll account, will quarterly reports, issue end-year W-2s, pay Workman's Comp and all benefits required by law, design and print timesheets, etc. Paycheck distribution will occur weekly: August 9, 16, 23, 30 and September 6. Youth will be paid one week after the submission of their timesheets.

### Fiscal Accountability

YEP undergoes an annual single audit by an independent CPA to assure appropriate fiscal controls and contractual and program compliance. ESC will be included in this years audit and the independent audit report will be furnished to WMI.

### Training

YEP will work with WMI and the City of Oakland, Department of Public works, to coordinate all aspects of the program's job training components. This includes pre-employment training, environmental education sessions and safety training for all program participants.

### Selection

YEP recruitment and selection will assure diverse representation of Oakland youth. YEP staff will recruit similar amounts of students from each district to ensure a representative group of students from throughout the City. There will be a minimum of 20 youth selected from each of the 7 council districts. Selection will be conducted between the dates of July 24 - August 2, 1996.

### Referral

YEP will select 200 participants and will be responsible for notifying applicants of selection into the program, at which time training and program orientation will commence. YEP will also be responsible for notifying applicants who were not selected.

### Program Work Experience Counselors

YEP will be responsible for assigning three (3) program Work Experience Counselors specifically for ESC. These counselors duties include, but are not limited to the following:

- Counsel and advise participants in a variety of work related issues to insure successful completion of the program.
- Analyze participant's social service needs and make appropriate referrals.
- Maintain and generate documentation for files for a caseload of 50 youth each.
- Serve as primary link between participants and Program Coordinator.
- Assist Team Leaders with issues pertaining to the supervision of their team.
- Supervise Team Leaders in all respects except for providing work assignments and oversight, and environmental education.
- Perform daily site visits during field work.
- Verify time and attendance sheets.

Counselor will work 40 hours per week for the duration of the program.

Addendum B

YEP PROPOSED BUDGET -- WASTE MANAGEMENT'S ENVIRONMENTAL SERVICE CORP

CATEGORY	DESCRIPTION	AMOUNT
TEAM LEADERS	20 part X 145 hours X \$8/hour + 25% benefits	\$ 28,420
TEAM MEMBERS	160 part X 110 hours x \$4.5/hour + 25% benefits	\$ 97,020
ASSIS.TEAM LEADERS	20 part X 110 hours x \$5.5/hour + 25% benefits	\$ 16,170
WE COUNSELORS	3 coun. x 240 hours X \$10/hour + 20% benefits	\$ 8,640
	<b>SUBTOTAL YOUTH WAGES</b>	<b>\$ 150,250</b>
TEAM SUPPLIES	GLOVES, BAGS, TOOLS, FIRST AID KITS, LOG BOOKS, ECT.	\$ 9,750
COORDINATOR	OVERSEE COUNSELORS-COORDINATE PROGRAM	\$ 6,600
ASSIST COORDINATOR	ASSIST THE COORDINATION OF PROGRAM	\$ 4,000
TRAVEL	LOCAL TRAVEL OF COUNSELORS AND COORDINATORS	\$ 1,600
CELL PHONES	3 CELL PHONES AND THEIR USAGE FOR 6 WEEKS	\$ 1,800
ADMINISTRATION	LIABILITY INS, ADMIN, AUDIT, RECRUITMENT, POSTAGE, COPYING, PAYROLL, ADMIN SPACE,	\$ 20,000
IN-ROADS	DEVELOP WORK ASSIGNMENTS FOR ALL 20 TEAMS AND ACT AS THE LIAISON BETWEEN OUSD AND TEAMS	\$ 6,100
	<b>TOTAL</b>	<b>\$ 200,000</b>

**GG. Second Settlement  
Agreement dated March 1, 1999**

SECOND SETTLEMENT AGREEMENT

This Second Settlement Agreement ("Agreement") by and between the City of Oakland ("City") and Waste Management of Alameda County ("Contractor") (collectively referred to as the "Parties") is made and entered into as of the 1<sup>st</sup> day of March, 1999.

RECITALS

WHEREAS, the City and Contractor entered into a Franchise Agreement for Solid Waste and Yard Waste Collection Disposal Services dated December 1, 1995, which has been amended ("Franchise Agreement"), and a Residential Recycling Services Agreement dated September 28, 1992, which has been amended ("Recycling Agreement"); and

WHEREAS, disputes have arisen between the Parties concerning a July 1998 rate increase under the Franchise Agreement; alleged amounts due Contractor from City relating to City-hauled disposal in excess of amounts allowed under the Franchise Agreement; and recycling services performed under the Recycling Agreement; and

WHEREAS, the Parties have met on numerous occasions in an attempt to amicably resolve these issues without the need for litigation and the Parties desire to formalize agreements reached during these meetings relating to the aforementioned outstanding disputed issues;

NOW, THEREFORE, for reasons stated above and in consideration of the mutual promises, conditions and covenants made by the Parties, the City and Contractor agree as follows:

1. JULY 1, 1999 GARBAGE RATE ADJUSTMENT

The Fiscal Year 1999/2000 garbage rate adjustment effective July 1, 1999, as described in Section 15.3 and Section 15.4 of the Franchise Agreement, shall be permanently adjusted downward by 0.47% from 3.74%, so that the actual rate increase shall be 3.27%. Contractor shall use 3.27% as the City approved rate increase pursuant to Section 15.13 of the Franchise Agreement effective July 1, 1999. Contractor and City also agree to amend the Franchise Agreement as soon as practicable to provide for annual average Consumer Price Index adjustments.

2. RESIDENTIAL RECYCLING SERVICES

The Recycling Agreement, as amended through negotiated agreements in 1995 and honored in good faith by the Parties, will be incorporated into the Franchise Agreement, as soon as practicable, in the form of an amendment to the Franchise Agreement that is effective as of February 1, 1998 and shall include at a minimum the following provisions:

- Used oil filter collection service by the Contractor for Single Family Dwellings, signed-up Multi Family Dwellings, and designated City Facilities at \$1.50 per filter.
- City facilities recycling collection services by the Contractor, at no charge to the City, from City Facilities attached as Exhibit 1 to this Settlement Agreement beginning January 1, 1999.
- Fee-for-service small business recycling collection by the Contractor, at a price proposed by Contractor, by April 15, 1999 and approved by City.

March 1, 1999

- Public education expenditures by the Contractor of Thirty Thousand Dollars (\$30,000) per year, commencing in 1999 and escalated annually per Section 15.3 of the Franchise Agreement.

### **3. CITY-HAULED GARBAGE DISPOSAL**

- (a) The City shall pay the Contractor a total of sixty-five thousand fifteen dollars and five cents (\$65,015.05) for all excess tonnage disposal in 1995, which shall be complete and full payment.
- (b) The City shall pay the Contractor a total of twenty-seven thousand five hundred forty-seven dollars and seventy-five cents (\$27,547.75) for all excess tonnage disposal in 1996, which shall be complete and full payment.
- (c) The City shall pay the Contractor a total of one hundred forty-nine thousand seven hundred seventy-six dollars and seventy-seven cents (\$149,776.77) for all excess tonnage disposal in 1997, which shall be complete and full payment.
- (d) The City shall pay the Contractor a total of one hundred thousand nine hundred sixty-seven dollars and seventy-one cents (\$100,967.71) for all excess tonnage disposal in 1998, which shall be complete and full payment.

### **4. MUTUAL RELEASE OF CLAIMS**

Except as expressly stated below, the Contractor and its representatives, agents, attorneys, heirs, administrators, transferees, assigns, executors, and successors (collectively called "Claimants"), hereby unconditionally agree to release, acquit, remise, and forever discharge the City, its elected officials, officers, agents, employees, and members of the commissions (collectively called "City"), from any and all claims, actions, cause of action, damage, injuries, attorneys' fees and costs, and liability (collectively called "claims"), either at law or in equity or of any kind, nature or description, whether presently known or unknown, or whether presently existent or nonexistent, which Claimants has had or now has or may have in the future against the City arising out of or relating to the execution, performance, and termination of the disputed issues as stated in this Agreement.

Except as expressly stated below, the City hereby unconditionally agrees to release, acquit, remise and forever discharge Claimants from any and all claims, either at law or equity or of any kind, nature or description, whether presently known or unknown, or whether presently existent or nonexistent, which City has now, in the past, or in the future against Claimants arising out of the disputed issues described in this agreement. (The terms "Claimants", "City", and "claims" shall have the same meaning as in the paragraph above).

**The Claimants expressly waive the provisions of Section 1542 of the Civil Code of California, which provides as follows:**

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor."**

**The Claimants, upon advice of counsel, waive and relinquish, now and forever, any and all rights it has or may have under Section 1542 to the fullest extent allowed by law.**

The Claimants agree and represent that it fully understands the statutory language of Civil Code Section 1542 and with this understanding, nevertheless, elects to and does assume all risks for rights, claims, demands, obligations, causes of actions or liabilities, known or unknown, heretofore and hereafter arising with the subject matter of this Agreement.

This Mutual Release of Claims does not apply to the Parties' compliance with the terms of this Second Settlement Agreement.

#### **5. COMPLETE AGREEMENT; COUNTERPARTS**

This Agreement, which consists of four (4) pages, constitutes the entire understanding and agreement of the City and the Contractor as to the disputed issues set forth herein and may be executed in counterparts, and photocopies or facsimile copies of this Agreement may be used as originals. Each such counterpart, photocopy or facsimile copy of this Agreement shall be deemed an original, but all of which together shall constitute one and the same instrument.

No prior written or oral statement or proposal shall alter any term or provision of this Agreement. The Parties agree that no promise, inducement or agreement not expressed herein has been made to it in connection with this Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the disputed issues.

#### **6. NO ADMISSION OF LIABILITY**

This Agreement is not intended to be an admission of liability or wrongdoing by either the City or the Contractor, and is a compromise that is in the best interest of the Parties and the public.

#### **7. WAIVER**

Waiver of any term or condition in this Agreement by any party to the Agreement shall be in writing and shall not be construed as a waiver of any other term or condition contained in the Agreement.

#### **8. AMENDMENTS**

No modification, amendment or supplement to this Agreement will be binding on the parties unless it is made in writing, duly authorized by the City and the Contractor, and signed by both Parties.


#### **9. NO CHALLENGE TO AGREEMENT**

Each party agrees that it will not initiate, commence or otherwise participate in or assist, directly or indirectly, any challenge, whether administrative or judicial, seeking to invalidate any provision of this Agreement.

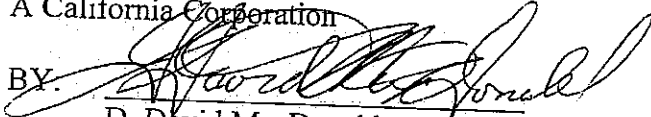
March 1, 1999

IN WITNESS WHEREOF, the City and the Contractor have duly authorized execution of this Second Settlement Agreement, and have executed one or more copies of this Second Settlement Agreement effective the date first written above.

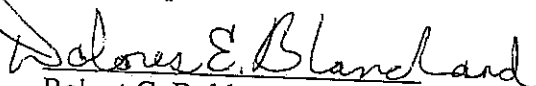
RECOMMENDED FOR APPROVAL

BY:   
Harry Schrauth  
Assistant Director,  
Public Works Agency  
4-29-99  
Date

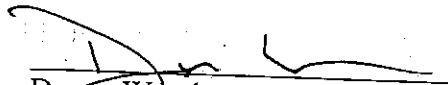
WASTE MANAGEMENT  
OF ALAMEDA COUNTY, INC.  
A California Corporation

BY:   
D. David MacDonald  
Executive Vice President  
4-26-99  
Date

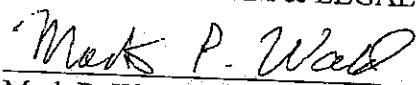
CITY OF OAKLAND  
A Municipal Corporation

BY:   
Robert C. Bobb  
City Manager  
5-5-99  
Date

APPROVED TO FORM:

BY:   
Duane Woods  
Vice President and  
Area General Counsel  
4-19-99  
Date

APPROVED AS TO FORM & LEGALITY:

BY:   
Mark P. Wald  
Deputy City Attorney  
4/29/99  
Date

**HH. First Amendment to  
Franchise Agreement dated  
October 1, 1997**

Exhibit HH

FIRST AMENDMENT TO FRANCHISE AGREEMENT

This First Amendment by and between the City of Oakland ("City") and Waste Management of Alameda County, Inc. ("Contractor") is effective as of October 1, 1997.

RECITALS

WHEREAS, the City and Contractor entered into the Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services (Franchise Agreement) dated December 1, 1995; and

WHEREAS, the City and Contractor entered into a Supplemental Agreement dated December 2, 1995, and the First Amendment to the Supplemental Agreement dated July 1, 1996; and

WHEREAS, the Franchise Agreement requires that the Contractor will provide to its Customers on-hold waiting time at or above the accepted industry standard; and

WHEREAS, the Contractor stated that it would achieve a customer telephone on-hold waiting time of three minutes or less by August 1, 1997; and

WHEREAS, the Contractor agreed to a liquidated damages provision for failure to meet the customer telephone on-hold waiting time of three minutes or less; and

WHEREAS, the City Council on October 21, 1997, approved a staff report establishing a liquidated damages provision for customer telephone on-hold waiting time; and

WHEREAS, the City and Contractor desire to amend the Franchise Agreement;

NOW, THEREFORE THE CITY AND CONTRACTOR DO HEREBY AGREE TO AMEND THE FRANCHISE AGREEMENT AS FOLLOWS:

- ✓1. Section 8.3.1.3 is amended to add: "The performance standard for customer on-hold waiting time shall be three minutes or less based on a monthly average. In addition, to Liquidated Damages (Exhibit A-1, 3 (d)), in the event that the performance standard is exceeded for two months in a row, the Contractor will add the appropriate staff to restore compliance and meet the performance standard and take other action necessary to ensure compliance with this Section."
- ✓2. Exhibit A-1 is amended to add: "3 (d) Failure to meet the performance standard shall result in assessment of liquidated damages as follows:

<u>Above Standard</u>	<u>Assessment</u>
Greater than three minutes and up to four	\$3,000 per month
Greater than four minutes and up to five	\$6,000 per month
Over five minutes	\$9,000 per month"

- ✓3. Section 9.4 is amended to add: "The Contractor shall provide the City with monthly reports showing both the average weekly and monthly telephone customer on-hold waiting times and average abandonment rate along with its regularly submitted monthly reports."
- ✓4. Nothing in this Amendment prohibits the City from independently conducting its own survey of customer telephone on-hold waiting time or taking other actions to monitor and enforce performance standards.

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this First Amendment to Franchise Agreement, and have executed this First Amendment to Franchise Agreement effective the date first written above.

RECOMMENDED FOR APPROVAL

BY:

Harry Schrauth

Harry Schrauth  
Assistant Director, Public Works Agency

11-18-97  
Date

WASTE MANAGEMENT  
OF ALAMEDA COUNTY INC.  
A California Corporation

BY:

President

11/10/97  
Date

CITY OF OAKLAND  
A Municipal Corporation

BY:

James E. Blandard  
City Manager

11-24-97  
Date

APPROVED TO FORM:

BY:

Howard S. Yamaguchi  
Associate Group Counsel

11/12/97  
Date

APPROVED AS TO FORM & LEGALITY:

BY:

Mark P. Wald  
Mark P. Wald  
Deputy City Attorney

11/20/97  
Date

**II. Second Amendment to  
Franchise Agreement dated  
March 1, 1998**

## Exhibit II

SECOND AMENDMENT TO FRANCHISE AGREEMENT

This Second Amendment by and between the City of Oakland ("City") and Waste Management of Alameda County, Inc. ("Contractor") is effective as of March 1, 1998.

RECITALS

WHEREAS, the City and Contractor entered into the Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services (Franchise Agreement) dated December 1, 1995; and

WHEREAS, the City and Contractor entered into a Supplemental Agreement dated December 2, 1995, and the First Amendment to the Supplemental Agreement dated July 1, 1996; and the First Amendment dated October 1, 1997; and

WHEREAS, the U.S. Department of Labor no longer publishes a Consumer Price Index for the San Francisco-Oakland-San Jose Region ("C.P.I.", as defined in Section 1.13 of the Franchise Agreement) in odd-numbered months, including January; and

WHEREAS, certain rate adjustment provisions in the Franchise Agreement are based on changes in the C.P.I. as measured in January; and

WHEREAS, the City and the Contractor wish to establish a new basis for establishing rate adjustments, and

WHEREAS, the City and Contractor desire to amend the Franchise Agreement;

NOW, THEREFORE THE CITY AND CONTRACTOR DO HEREBY AGREE TO AMEND THE FRANCHISE AGREEMENT AS FOLLOWS:

1. Section 15.3 Annual Rate Adjustment is amended to read: "The Rates set forth in Exhibit B-1 shall be adjusted annually, as set forth below, commencing July 1, 1996, to reflect changes in the Contractor's costs of providing service. The changes will become effective as of July 1, 1996 and on July 1 of each succeeding year.

Year Two The Rates set forth on Exhibit B-1 will be changed effective July 1, 1996 to those shown on Exhibit B-2.

Year Three through Year Six The Rates in effect as of June 30, 1997 and as of June 30<sup>th</sup> of each succeeding year through June 2000 will be adjusted, effective as of the immediately following July 1 of each year, by multiplying each such rate by one hundred percent plus the sum of (a) one and one-half percent (1-1/2%) and (b) eighty percent (80%) of the percentage change in the Consumer Price Index between such Index as of December January in the year immediately preceding the year in which rates are being changed and December January twelve (12) months earlier. Any decreases in the Index shall be reflected as a negative adjustment. In the case of Year Three, for example, the rates in effect in June 1997 will be

increased to reflect 80% of the percentage change in the Index between December January 1996 1995 and December January 1997-1996, plus one and one-half percent (1-1/2%).

Year Seven through Year Fifteen The Rates in effect as of June 30, 2001 and in each succeeding year of the Term will be adjusted, effective as of the immediately following July 1 of each year, by multiplying each such rate by one hundred percent plus eighty percent (80%) of the percentage change in the Consumer Price Index as of December January in the year immediately preceding the year in which the rates are being changed and December January twelve (12) months earlier."

2. Section 15.4 Maximum CPI-Based Annual Increase or Decrease shall be amended to read: "Notwithstanding the foregoing, the maximum increase or decrease in Rates in any year after July 1996 under Section 15.3 will be five percent (5%), regardless of the amount by which the Consumer Price Index has increased or decreased during the twelve (12) month period ending the preceding December January. If the five percent (5%) ceiling is applied to limit increases or decreases in Rates in any year, the difference between five percent (5%) and the percentage by which Rates would have been increased or decreased in the absence of the ceiling will not be considered in any future year."
3. Except as expressly set forth herein, all provisions of the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this Second Amendment to Franchise Agreement, and have executed this Second Amendment to Franchise Agreement effective the date first written above.

RECOMMENDED FOR APPROVAL

BY:

Harry Schrauth  
Harry Schrauth  
Assistant Director, Public Works Agency  
5-12-98  
Date

WASTE MANAGEMENT  
OF ALAMEDA COUNTY, INC.  
A California Corporation

BY:

Region Vice President  
4-29-98  
Date

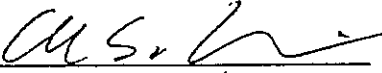
CITY OF OAKLAND  
A Municipal Corporation

BY:

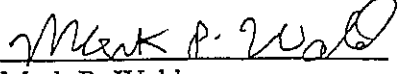
City Manager

5-19-98  
Date

APPROVED TO FORM:

BY:   
Howard S. Yamaguchi  
Associate Group Counsel  
\_\_\_\_\_  
Date

APPROVED AS TO FORM & LEGALITY:

BY:   
Mark P. Wald  
Deputy City Attorney  
5/18/98  
Date

**JJ. Third Amendment Franchise  
Agreement dated March 1, 1999**

## Exhibit JJ

THIRD AMENDMENT TO FRANCHISE AGREEMENT

This Third Amendment by and between the City of Oakland ("City") and Waste Management of Alameda County, Inc. ("Contractor") is effective as of March 1, 1999.

RECITALS

WHEREAS, the City and Contractor entered into the Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services (Franchise Agreement) dated December 1, 1995; and

WHEREAS, the City and Contractor entered into a Supplemental Agreement dated December 2, 1995; and a First Amendment to Supplemental Agreement dated July 1, 1996; and a First Amendment to Franchise Agreement dated October 1, 1997; and a Second Amendment to Franchise Agreement dated March 1, 1998; and

WHEREAS, the City and the Contractor desire to establish a new basis for establishing rate adjustments so that monthly fluctuations to the Consumer Price Index (CPI) are minimized; and

WHEREAS, the City and Contractor desire to amend the Franchise Agreement to provide for an annualized CPI ;

NOW, THEREFORE THE CITY AND CONTRACTOR DO HEREBY AGREE TO AMEND THE FRANCHISE AGREEMENT AS FOLLOWS:

- ✓✓ 1. Section 15.3 Annual Rate Adjustment is amended to read:

"The Rates set forth in Exhibit B-1 shall be adjusted annually, as set forth below, commencing July 1, 1996, to reflect changes in the Contractor's costs of providing service. The changes will become effective as of July 1, 1996 and on July 1 of each succeeding year.

Year Two The Rates set forth on Exhibit B-1 will be changed effective July 1, 1996 to those shown on Exhibit B-2.

Year Three through Year Six The Rates in effect as of June 30, 1997 and as of June 30<sup>th</sup> of each succeeding year through June 2000 will be adjusted, effective as of the immediately following July 1 of each year, by multiplying each such rate by one hundred percent plus the sum of (a) one and one-half percent (1-1/2%) and (b) eighty percent (80%) of the percentage change in the Consumer Price Index between the Annual Average (January - December) index in the year immediately preceding the year in which rates are being changed and Annual Average index twelve (12) months earlier. Any decreases in the Index shall be reflected as a negative adjustment. For example, the rates in effect in June 1999 will be increased to reflect 80% of the percentage change in the Index between the Annual Average index for 1997 and the Annual Average index for 1998, plus one and one-half percent (1-1/2%).

Year Seven through Year Fifteen The Rates in effect as of June 30, 2001 and in each succeeding year of the Term will be adjusted, effective as of the immediately following July 1 of each year, by multiplying each such rate by one hundred percent plus eighty percent (80%) of the percentage change in the Consumer Price Index between the Annual Average (January - December) index in the year immediately preceding the year in which the rates are being changed and Annual Average index twelve (12) months earlier."

2. Section 8.3.3 Franchise Fee is amended to read:

✓ "In consideration of the special franchise right granted by the City to Contractor to transact business, provide services, use the public streets and/or other public places, and to operate a public utility for Solid Waste and Yard Waste collection services, Contractor shall remit monthly a franchise fee payment to the City. From the Effective Date of this Agreement through December 31, 1995, Contractor shall pay the City a franchise fee of six and one-half percent (6.5%) of gross revenues received (less City fees) from all Solid Waste, Yard Waste and franchised special services provided by Contractor, including revenues from sales of Bag-Its on or before the 20th day of the month after the Effective Date and each successive payment will be due on or before the 20th day of each succeeding month. For the period of January 1, 1996 through June 30, 1999, Contractor shall pay to the City a monthly franchise fee of \$305,000 (\$3,660,000 per annum). The payment for January 1996 will be due on or before the 20th day of February and each successive payment will be due on or before the 20th day of each succeeding month. Commencing July 1, 1999 the franchise fee required to be remitted pursuant to this section shall be increased by eighty percent (80%) of the change in the Index between the Annual Average (January - December) index for 1998 and the Annual Average index for 1997. On July 1 of each subsequent year of the Term, the franchise fee, as adjusted as of July 1, 1999, shall be adjusted by eighty percent (80%) of the change in the Index between the Annual Average index in the year immediately preceding the year in which the franchise fee is changed and the Annual Average index twelve (12) months. The franchise fee payment for July 1999 shall be due on or before August 20, 1999 and each successive payment will be due on or before the 20th day of each succeeding month. If the franchise fee is not paid on or before the twentieth (20th) day of any month, Contractor shall pay to the City a late payment fee in an amount equal to one percent (1%) of the amount owing for that month. Contractor shall pay an additional one percent (1%) owing on any unpaid balance for each thirty (30) day period the franchise fee remains unpaid.

The City, at its sole discretion, may increase the franchise fee. Contractor shall collect and remit same to the City. In such event, the City shall be obligated to increase the Rates to generate a sufficient amount of revenue to cover the increased franchise fee owed to the City."

3. Section 8.3.4 City Fees is amended to read:

✓✓ "From the Effective Date of this Agreement through December 31, 1995, Contractor shall pay City fees based upon the methodology for submitting City fees then in existence between the City and Contractor. For the period of January 1, 1996 through June 30, 1999, Contractor shall remit to the City a monthly payment of \$1,041,000 (\$12,492,000 per annum) for We Mean Clean, Household Hazardous Waste and recycling program activities. The payment for January 1996 will be due on or before the 20th day of February and each successive payment will be due on or before the 20th day of each succeeding month. Commencing July 1, 1999 the City fees required to be remitted pursuant to this Section shall be increased by eighty percent (80%) of the change in the Index between the Annual Average (January – December) index for 1998 and the Annual Average index for 1997. On July 1 of each subsequent year of the Term, the City fee, as adjusted as of July 1, 1999, shall be adjusted by eighty percent (80%) of the change in the Index between the Annual Average index in the year immediately preceding the year in which the City fee is changed and the Annual Average index twelve (12) months earlier. The City fee payment for July 1999 shall be due on or before August 20, 1999 and each successive payment will be due on or before the 20th day of each succeeding month.

If the City fees are not paid on or before the twentieth (20th) day of any month, Contractor shall pay to the City a late payment fee in an amount equal to one percent (1%) of the amount owing for that month. Contractor shall pay an additional one percent (1%) owing on any unpaid balance for each thirty (30) day period the City fees remain unpaid.

The City, at its sole discretion, may increase City Fees. Contractor shall collect and remit same to the City. In such event, the City shall be obligated to increase the Rates to generate a sufficient amount of revenue to cover the increased City fees."

4. Except as expressly set forth herein, all provisions of the Franchise Agreement shall remain in full force and effect.

March 1, 1999

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this Third Amendment to Franchise Agreement, and have executed this Third Amendment to Franchise Agreement effective the date first written above.

RECOMMENDED FOR APPROVAL

BY:

Harry Schrauth  
Harry Schrauth

Assistant Director, Public Works Agency

4-29-99  
Date

WASTE MANAGEMENT  
OF ALAMEDA COUNTY, INC.  
A California Corporation

BY:

D. David MacDonald  
D. David MacDonald  
Executive Vice President

4-26-99  
Date

CITY OF OAKLAND  
A Municipal Corporation

BY:

Robert C. Bobb  
Robert C. Bobb  
City Manager

5-5-99  
Date

APPROVED TO FORM:

BY:

Duane Woods  
Duane Woods  
Vice President and  
Area General Counsel

4-19-99  
Date

APPROVED AS TO FORM & LEGALITY:

BY:

Mark P. Wald  
Mark P. Wald  
Deputy City Attorney

4/29/99  
Date

**KK. Fourth Amendment  
Franchise Agreement dated  
February 1, 1998**

Exhibit KK

## FOURTH AMENDMENT TO FRANCHISE AGREEMENT

THIS Fourth Amendment, by and between the CITY OF OAKLAND, a municipal corporation, hereinafter referred to as "City", and WASTE MANAGEMENT OF ALAMEDA COUNTY, INC, a California corporation, hereinafter referred to as "Contractor", is effective as of February 1, 1998.

## RECITALS

WHEREAS, the City and the Contractor entered into a Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services (Franchise Agreement) dated December 1, 1995; and

WHEREAS, the City and the Contractor entered into a Supplemental Agreement dated December 2, 1995, and the First Amendment to Supplemental Agreement dated July 1, 1996; and

WHEREAS, the City and the Contractor entered into First Amendment to Franchise Agreement dated October 1, 1997; Second Amendment to Franchise Agreement dated March 1, 1998; and Third Amendment to Franchise Agreement dated March 1, 1999; and

WHEREAS, the City and the Contractor entered into a Residential Recycling Services Agreement (Recycling Agreement) dated September 28, 1992, whose original term expired January 31, 1998; and

WHEREAS, during the course of negotiating the Franchise Agreement, the City and the Contractor agreed to integrate the Recycling Agreement into the Franchise Agreement; and

WHEREAS on July 18, 1995 the City Council approved Resolution Nos. 72019 C.M.S. and 72020 C.M.S., and on July 25, 1995 the City Council approved Ordinance No. 11820 C.M.S., all of which authorized the changes in the recycling program and development of this Fourth Amendment to Franchise Agreement; and

WHEREAS, the City and the Contractor have been operating in accordance with the September 28, 1992 Recycling Agreement except as modified in Resolutions Nos. 72019 C.M.S. and 72020 C.M.S.; and

WHEREAS, the City and the Contractor desire to memorialize their agreements and to amend the Franchise Agreement to integrate the Recycling Agreement;

NOW, THEREFORE, THE CITY AND THE CONTRACTOR DO HEREBY AGREE TO AMEND THE FRANCHISE AGREEMENT AS FOLLOWS:

December 6, 1999

I. Article 1.00 is amended to add the following definitions:

✓✓ Contaminant

"Contaminant" shall mean non-recyclable materials either accidentally or mistakenly collected in the Program or created during Processing, which must be removed from the Targeted Recyclable Materials during Processing in order to make those materials marketable.

✓✓ Composting Materials

"Composting Materials" shall mean organic material such as vegetable, fruit, yard, tree, and wood discards which, through the course of controlled biological decomposition, degrades into compost.

✓✓ Processing

"Processing" shall mean the act of preparing source separated or commingled recyclables into homogeneous types of materials which are in a form suitable to be marketed to end-users.

✓✓ Plastic Containers

"Plastic Containers" shall mean 'narrow neck' PET (#1), HDPE (#2), PVC (#3), LDPE (#4), PP (#5), PS (#6) and Other (#7) plastic containers.

✓✓ Program

"Program" shall mean the City of Oakland's Residential Recycling Program.

✓✓ Recycling Bag

"Recycling Bag" shall mean a clear plastic bag large enough to line a 40-gallon container and thick enough to hold 40 gallons of recyclables without breaking.

✓✓ Service Area

"Service Area" shall mean the geographical area in which the City authorizes the Contractor to provide residential recycling service.

Small Business

✓✓ *Small Business* means a business which is within one block of a Single Family Dwelling or Multifamily Dwelling and which either (a) uses can/cart service for Solid Waste, or (b) shares bin service for Solid Waste with other Small Businesses, or (c) generates an amount of Recyclables similar to a Single Family Dwelling. Unless otherwise requested by the owner(s) of an in-home office, an in-home office shall be eligible to participate in the Program but without any special considerations or privileges other than those provided to the dwelling unit.

✓✓ Targeted Recyclable Materials

"Targeted Recyclable Materials" shall be those Recyclables collected in the Program and shall be:

- (a) newspaper;
- (b) mixed waste paper (including magazines, telephone books, chipboard, corrugated cardboard, junk mail, and high grades);
- (c) glass containers
- (d) metal containers (ferrous, non-ferrous, and bi-metal containers, including empty aerosol containers);

- (e) aluminum foil and pie plates;
- (f) milk and juice cartons (aseptic packaging)
- (g) all narrow neck rigid plastic containers (labeled as number 1 through 7); and
- (h) used motor oil and used motor oil filters (except for Small Business Recycling Program).

The City and the Contractor may mutually agree to include additional Recyclables or remove Recyclables from this list of Targeted Recyclable Materials.

II. Article 16.1 (a) is amended as follows:

- ✓/ **"Events of Default.** Each of the following shall constitute an event of default hereunder:
- (a) Contractor fails to perform its obligations under this Agreement or future modifications of this Agreement and (i) the failure or refusal of Contractor to perform as required by Sections 4.2 through 4.4, Articles 11 through 13, Section 18.1.02, Section 18.1.04, or Section 18.2.01 of this Agreement is not cured within two (2) business days after receiving notice from the City specifying the breach; or (ii) in the case of any other breach of this Agreement, the breach continues for more than fifteen (15) calendar days after written notice from the City for the correction thereof, provided that where Contractor demonstrates to the City's reasonable satisfaction that such breach cannot be cured within such fifteen (15) day period, Contractor shall not be in default of this Agreement if Contractor shall have commenced action required to cure the particular breach promptly in light of the circumstances, but in any event within fifteen (15) days after such notice and it continues such action diligently until completed;"

III. Section 16.2.4.2 is amended as follows:

- ✓/ **"Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The parties further acknowledge that consistent, reliable Solid Waste, Recycling, and Yard Waste collection, processing and disposal services are of utmost importance to the City and that the City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the franchise to it. The parties further recognize...."

IV. EXHIBIT A-1 IS AMENDED TO ADD THE FOLLOWING RECYCLING SERVICES LIQUIDATED DAMAGES:

- "1. d) For each failure to collect missed recyclables within twenty-four (24) hours, or next business day, after a missed pick-up order is given to the Contractor: **\$30.00 each dwelling, maximum of \$300 per route, per day**"; and
- "2. f) For each incident of the Contractor disposing as Solid Waste marketable Targeted Recyclable Materials: **\$100.00 per incident**"; and
- "2. g) For each verifiable occurrence of the Contractor mixing marketable Targeted Recyclable Materials with Solid Waste: **\$100.00 per occurrence**"

V. SECTIONS 18.1 THROUGH 18.11 ARE ADDED TO THE FRANCHISE AGREEMENT

✓✓ 18.1. RESIDENTIAL RECYCLING PROGRAM SERVICES PROVIDED BY CONTRACTOR

The Contractor shall operate a Program to collect, process, and market all Targeted Recyclable Materials placed for collection by participating Single Family Dwellings, Multifamily Dwellings, and City Facilities in the Contractor's Service Area listed in Exhibit T. The Contractor shall provide all labor, materials, equipment, supplies, supervision and other items necessary for the performance of the services under this Agreement. The enumeration of, and specifications of requirements for, particular items of labor or equipment shall not relieve the Contractor of the duty to furnish all others, as may be required, whether enumerated or not. The work to be performed by the Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents, City Facilities, and subscribing Small Businesses within the Service Area are provided reliable, courteous and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve the Contractor of the duty of accomplishing all other aspects in the manner provided for in this Article, whether such other aspects are enumerated elsewhere in this Agreement or not.

The Contractor is prohibited from transferring loads from one vehicle to another on any public thoroughfare unless there is a necessity to do so because of the mechanical failure or accidental damage to a vehicle.

The Contractor shall begin used motor oil filter collection 45 (forty-five) days after the execution of this Fourth Amendment to Franchise Agreement.

✓✓ 18.1.01 Contractor's Service Area

The Contractor's Service Area shall be Sectors C and D as shown in Exhibit T. The Contractor shall be required to provide the Program's services to newly constructed or occupied dwellings. The street and/or physical boundaries of this service are as follows:

Sector C

The boundaries of Sector C are as follows: The Northern boundary is the Lake Merritt Channel, Lakeshore Avenue, East 18<sup>th</sup> Street, Park Boulevard, Interstate 580, Fruitvale Avenue, MacArthur Boulevard, Lincoln Avenue, and Joaquin Miller Road; the Southern boundary is High Street, Interstate 580, and Keller Avenue; the East and West borders are the Oakland City limits.

Sector D

The boundaries of Sector D are as follows: The Northern boundary is High Street, Interstate 580, and Keller Avenue; the South, East and West borders are the Oakland City limits.

✓18.1.02 Collection Requirements✓18.1.02.a Frequency of Collection

The Contractor shall provide bi-weekly collection to all Single Family Dwellings on the same day as Solid Waste collection unless otherwise approved by the City Representative. The Contractor shall provide, at a minimum, weekly collection to participating Multifamily Dwellings.

18.1.02.b Material Preparation Requirements

- (a) Single Family Dwellings will be required to place commingled containers (glass, metal, aseptic, and Plastic Containers) in one 18-gallon recycling bin. Labels and closures are not required to be removed; containers are not required to be flattened.
- (b) Newspaper is to be bundled or placed in a paper sack (e.g., grocery bag) and placed in a second 18-gallon recycling bin. All newspaper insert materials are allowable.
- (c) Mixed paper is to be bundled or placed in a paper sack and placed in the second 18-gallon recycling bin. "Stickies," envelope windows, and other similar minor Contaminants are allowable.
- (d) Corrugated cardboard is required to be flattened and no larger than 3 ft. by 3 ft. The Contractor is obligated to collect all corrugated cardboard meeting the dimensional requirements, which is set out for collection.
- (e) Used motor oil is required to be placed in a Contractor-provided container and placed next to the 18-gallon recycling bins. The Contractor may decline collection of oil in incorrect containers. The Contractor shall decline collection of contaminated used motor oil or any other fluids, which have been set out for collection.
- (f) Used motor oil filters are required to be placed in a Contractor-provided container and placed next to the 18-gallon recycling bins. The Contractor may decline collection of oil filters in incorrect containers.

In the event that Federal and/or State laws and regulations are modified with respect to provisions for exemptions, exclusions, and liabilities with regard to the collection of used motor oil, the Contractor agrees to comply in all respects with said modified laws and regulations which shall take precedence over this Agreement for collection of the same; and to the extent said changes in the Federal and/or State laws and regulations impact the terms of this Amendment, the Contractor and City reserve the right to modify or terminate that portion of the service providing for the residential collection of used motor oil.

✓18.1.02.c Handling and Delivery

The Contractor shall collect all Targeted Recyclable Materials in, overflowing, or adjacent to recycling containers or Recycling Bags and when material has been scattered within five feet of the container or Recycling Bag due to scavenging or adverse weather conditions.

The Contractor is authorized to decline collection of Targeted Recyclable Materials containing excess Contaminants and Hazardous Waste, or not prepared in accordance with Program requirements. If the Contractor declines collection, then the Contractor shall affix a note to, or place a note within, the recycling container explaining why the materials were refused. The "note" must be acceptable to the City.

Collection from Multifamily Dwellings shall be performed at designated areas within the property confines with prior consent of the building owner/management, and in compliance with all applicable City codes and ordinances.

// 18.1.03      Ownership of Targeted Recyclable Materials

Ownership and the right to possession of Targeted Recyclable Materials placed in containers or Recycling Bags or bundles for collection, or placed at curbside or the designated recycling collection point, shall transfer directly from the resident to the Contractor by operation of law. The Contractor's arrangements with residents will provide that, subject to the right of the resident to claim lost property, title and the right to possession, and liability for all Targeted Recyclable Materials and all other substances, whether or not recyclable, which is set out for collection, shall pass to the Contractor at the time it is set out.

The City shall make a reasonable effort to minimize scavenging by enforcing the State of California's Public Resources Code Sections 41950 and 41951, which makes it unlawful to remove recyclable materials which have been set out for collection by residents for an authorized recycling collector.

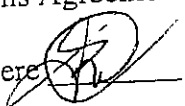
The Contractor and its representatives, agents, attorneys, heirs, administrators, transferees, assigns, executors, and successors (collectively called "Claimants") hereby unconditionally agree to release, acquit, remise, and forever discharge the City, its elected and appointed officials, officers, agents, employees, and members of commissions (collectively called "City"), from any and all claims, actions, cause of action, damages, demands, injuries, attorneys' fees and costs, and liability, either at law or in equity or of any kind, nature or description, whether presently known or unknown, or whether presently existent or nonexistent, which Claimants has had or now has or may have in the future against the City arising out of or based upon the City's efforts to minimize scavenging by enforcing Sections 41950 and 41951 of the California Public Resources Code ("Enforcement Efforts"). Claimants specifically acknowledge that this Agreement extends to and includes all known, unsuspected, unanticipated or undisclosed claims, actions, or causes of action regarding the Enforcement Efforts.


Claimants expressly waive the provisions of Section 1542 of the Civil Code of California which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor."

Claimants, upon advice of counsel, waive and relinquish, now and forever, any and all rights it has or may have under Section 1542 of the Civil Code to the fullest extent allowed by law.

Claimants agree and represent that it fully understands the statutory language of Civil Code Section 1542 and with this understanding, nevertheless, elect to and do assume all risks for rights, claims, demands, obligations, causes of actions or liabilities, known or unknown, heretofore and hereafter arising with the subject matter of this Agreement.

Contractor Initial Here 

City Initial Here 

18.1.04 City Facility Collection and Service Requirements

The Contractor shall provide, at a minimum, weekly collection at the City Facilities, listed in Exhibit U. Upon mutual prior agreement of the City and the Contractor, certain City Facilities may receive "on-call," less-than-weekly collection. Collection from City Facilities listed in Exhibit U shall be performed at the curbside or streetside or designated areas within the Facility confines.

The City may reasonably modify this list to add or delete facilities provided there is no net cost effect to the Contractor. In the event there is a net cost effect to the Contractor, the City agrees to pay the Contractor based on the following rates:

- \$4.25 per recycling container per month in 1999 and through June 30, 2000, where "recycling container" is the same container described in Section 18.3.01 (Single Family Dwelling Recycling Containers)
- \$17.70 per 96-gallon cart per month in 1999 and through June 30, 2000
- Rates shall be adjusted upward or downward on July 1 of each year beginning July 1, 2000. Rates in effect as of June 30, 2000 and in each succeeding year of the Term will be adjusted, effective as of the immediately following July 1 of each year, by multiplying each such rate by one hundred percent plus eighty percent (80%) of the percentage change in the Consumer Price Index between the Annual Average (January - December) index in the year immediately preceding the year in which the rates are being changed and Annual Average index twelve (12) months earlier. The annual increase or decrease in the rate shall not exceed five percent (5%) in any one year. If the five percent ceiling is applied to limit rate increases or decreases in any year, the difference between five percent (5%) and the percentage by which rates would have to be increased or decreased in the absence of a ceiling will not be considered in any future year.

✓ 18.1.05 Special Events Recycling

The Contractor shall offer to provide 96-gallon carts for one-time collection of Source Separated Targeted Recyclables (except used motor oil and used motor oil filters) from one-day or two-day special events. The Contractor will deliver recycling carts the day before the event and pick up carts the day following the event. If the event is on a weekend or collection holiday, the Contractor will deliver carts the last business day before the event and pick up carts the first business day following the event.

Special Events Recycling customers will be required to place commingled containers (glass, metal, aseptic, and Plastic Containers) in a separate cart from newspaper and mixed paper (which shall be combined in one cart). Corrugated cardboard is required to be flattened and no larger than 3 ft. by 3 ft.

- Rates for Special Events Recycling shall be as follows: \$17.70 per 96-gallon cart in 1999 and through June 30, 2000
- Rates shall be adjusted upward or downward on July 1 of each year beginning July 1, 2000 as described in Section 18.1.04.

## ✓ 18.2. SMALL BUSINESS COLLECTION AND SERVICE REQUIREMENTS

The Contractor shall operate a Small Business Recycling Program to collect, process, and market Targeted Recyclable Materials from participating Small Business customers in the Contractor's Service Area.

The Contractor shall begin Small Business collection 45 (forty-five) days after the execution of this Fourth Amendment to Franchise Agreement.

### ✓ 18.2.01 Frequency of Collection

The Contractor shall provide, at a minimum, weekly collection to participating Small Businesses. The Contractor may provide service on the same day of the week as nearby residential collection, or may establish a separate recycling collection day for Small Businesses. The Contractor will cooperate with the City to provide Small Business collection schedule, on an as-needed basis, for outreach activities.

### 18.2.02 Recycling Bag

For the purpose of providing service to subscribing Small Businesses, the Contractor will use a Recycling Bag.

### 18.2.03 Small Business Material Preparation Requirements

1. Small Businesses will be required to place commingled containers and paper in a Recycling Bag that is purchased from the Contractor and approved by the City. Targeted Recyclable Materials may be combined in the same Recycling Bag.
2. Corrugated cardboard is required to be flattened and no larger than 3 ft. by 3 ft., and be set out stacked and bundled next to a Small Business Recycling Bag purchased from the Contractor.
3. There shall be no minimum level of recyclables before a Small Business may participate in the Program.
4. The Contractor must provide collection service to subscribing Small Businesses as described in this section, and must service every Small Business in the Service Area that wishes to subscribe.
5. The Contractor may decline collection of Targeted Recyclable Materials containing excess Contaminants and Hazardous Waste, or not prepared in accordance with Program requirements. If the Contractor declines collection, the Contractor shall affix a note to or place a note within the recycling container explaining why the materials were refused. The note must be acceptable to the City.

6. The Contractor shall collect all Targeted Recyclable Materials in or adjacent to Recycling Bags when material has been scattered within five feet of Recycling Bags due to scavenging or adverse weather conditions.
7. In the event of chronic incorrect setouts, the Contractor may, at its discretion, end service to a Small Business with prior notice. If the Small Business pre-paid for Program services, the Contractor must issue a pro-rated refund for the remaining amount of service.

#### 18.2.04 Small Business Recycling Rates

- ✓ The rates in this section shall be published by the Contractor, apply to all requesting Small Businesses, and be the maximum rate charged to Small Businesses by the Contractor for the service; the Contractor may publish lower rates upon prior notification to, and agreement from, the City. Any other recycling-related charges for Small Businesses shall be agreed to in advance by the City and the Contractor, shall be published, shall apply to all requesting Small Businesses, and shall be the maximum rate charged to Small Businesses by the Contractor for that service. The City may, at its option, subsidize the Small Business rates.

The Small Business, property owner, or their agent shall pay the Contractor directly at the rates set forth below (the City is not responsible for payment, nor for collection of payment):

1. In 1999, the per Recycling Bag rate shall be \$1.15.
2. Effective January 2000, the per Recycling Bag rate shall be \$1.18 multiplied by one hundred percent plus eighty percent (80%) of the annual net percentage change in the Consumer Price Index from August 1998 to August 1999.
3. Each subsequent calendar year, the Recycling Bag rate shall be calculated by multiplying the then current rate by one hundred percent plus eighty percent (80%) of the annual net change in the Consumer Price Index for the month of August in the year immediately preceding the year in which the rate is being changed and the Consumer Price Index for the month of August twelve (12) months earlier.
4. Annual rate changes shall be effective beginning January 1 of each year.
5. The annual rate increase or decrease shall not exceed five percent (5%) in any one year.
6. The Contractor shall be allowed to charge a handling fee of \$3.20 for 10 Recycling Bags and \$4.30 for 20 Recycling Bags. The Contractor may increase handling fee based on increases in postal costs.
7. The Contractor may impose a purchase minimum of 10 Recycling Bags.
8. With each Recycling Bag delivery, the Contractor shall include an informational flyer and service day notice which has been approved by the City.
9. Recycling Bags shall be delivered within 10 business days of order being received by the Contractor.
10. The Contractor will not charge handling cost to the City, merchant associations, or other businesses and organizations that offer the Small Business Recycling Bags for sale. The City agrees that it shall request that merchant associations, or other parties selling Recycling Bags for the Small Business Recycling Program, provide to the Contractor regular reports of businesses subscribing to service.

### 18.2.05 Right to Recycle

Targeted Recyclable Materials set out by Small Businesses for collection by the Contractor are to be collected and recycled by the Contractor. Nothing in this Amendment shall obligate a Small Business to use the Contractor as their recycling service provider, for some or all materials. Small Businesses may choose the Contractor for some Recyclables and other service providers for other Recyclables, provided the setout method is distinct. Nothing in this Amendment shall limit the right of any person to donate, sell, transport, pay for the removal of, or otherwise dispose of their own Source Separated Recyclables, provided that such activity is in accordance with the provisions of the Oakland Municipal Code.

The Contractor may decline to initiate service to a business that is not an eligible Small Business, but must communicate its non-eligibility determination to the business in writing using a "Notice of Non-Eligibility" provided by the City.

## ✓ 18.3 RECYCLING CONTAINERS

The Contractor shall be solely responsible for purchase and distribution of recycling containers. Style, color, size, manufacturer, and copy to be printed or embossed on the containers shall be subject to approval by the City. The City will not unreasonably withhold approval.

### 18.3.01 Single Family Dwelling Recycling Containers

Single Family Dwellings shall be provided two recycling containers (bins) of approximately 18 gallons in volume. The recycling containers shall be constructed of HDPE with a minimum 25 percent post-consumer HDPE content. The City's name and logo shall be embossed on the containers.

Upon expiration of the Franchise Agreement or assignment of the Program, the City shall retain ownership of all recycling containers (i.e., those which are approximately 18 gallons or less in volume) distributed to Single Family Dwellings.

Containers for the collection of used motor oil shall have a minimum of four quarts of volume, shall be clear or translucent, have a secure top cap, and be clearly marked as used motor oil containers. The collection, handling and transportation of used motor oil containers shall be in compliance with all applicable laws and regulations.

Containers for the collection of used motor oil filters shall be a leak-proof oil filter container such as a 6 mil, reusable, plastic bag imprinted or labeled with instructions, Oakland Recycles logo and referral phone number, in English and Spanish. Container and imprint or label design are subject to City approval. The collection, handling and transportation of used motor oil filters shall be in compliance with all applicable laws and regulations.

All newly occupied or constructed housing units shall be provided recycling containers and collection service within one week of service request during the duration of the Program.

### 18.3.02 Multifamily Dwelling Recycling Containers

Multifamily Dwellings shall be provided recycling containers (i.e. individual containers, community bins, community carts) with adequate capacity to store deposited Targeted Recyclable Materials for a minimum collection frequency of one week. The recycling containers for Multifamily Dwellings to be used for storage and collection of Targeted Recyclable Materials shall be subject to approval by the City. The City will not unreasonably withhold approval. Recycling containers for Multifamily Dwellings shall be embossed, imprinted, or have decals with the City's name and logo. Recycling containers for Multifamily Dwellings shall be properly maintained by the Contractor, including washing of interior and exterior when necessary or as directed by the City Representative or building owner/manager. The Contractor shall retain ownership of all recycling containers for Multifamily Dwellings larger than approximately 18 gallons in volume.

Upon Agreement end or Agreement termination, the Contractor shall remove all recycling containers from Multifamily Dwellings within four weeks unless other arrangements are made with the individual Multifamily Dwellings or with the City.

Containers for the collection of used motor oil shall have a minimum of four quarts of volume, shall be clear or translucent, have a secure top cap, and be clearly marked as used motor oil containers. The collection, handling, and transportation of used motor oil containers shall be in compliance with all applicable laws and regulations.

Containers for the collection of used motor oil filters shall be a leak-proof oil filter collection container such as a 6 mil, resealable, plastic bag imprinted or labeled with instructions, Oakland Recycles logo and referral phone number, in English and Spanish. Container and imprint or label design are subject to City approval. The collection, handling and transportation of used motor oil filters shall be in compliance with all applicable laws and regulations.

The number and size of community recycling containers to be provided to the Multifamily Dwellings shall have adequate capacity to service eligible units consistent with service to be provided. Location of the community recycling containers shall be coordinated with the building owner/manager.

### 18.3.03 Replacement of Recycling Containers

In the event delivered recycling containers are lost, stolen, damaged or destroyed, the Contractor shall be responsible to provide replacement containers within one week of request by the customer or the City. The Contractor shall be obligated to replace, at its cost, no more than two percent (2%) of the total number of Single Family Dwelling recycling containers distributed at the commencement of the Program in Sectors C and D (108,080) as replacement containers each year (i.e., 2,162 containers each year).

If during any year, the City requires more replacement containers than the number required to be provided by the Contractor, the Contractor shall supply and deliver containers at the Contractor's actual cost. The Contractor shall invoice the City within thirty (30) days of the end of the calendar year in which the containers were supplied, and the City shall reimburse the Contractor for said cost within thirty (30) days of receipt of a correct invoice.

For used motor oil and filter collection, containers shall be distributed to residents within one week of request. When the Contractor collects full or partially full containers from a household, the Contractor shall leave the same number of empty containers for used oil and filters at the point of collection or inside the empty recycling container.

#### ✓✓ 18.4 PROGRAM EQUIPMENT

The Contractor is responsible for establishing collection, processing, handling, and marketing arrangements for the Targeted Recyclable Materials. Equipment utilized for collection, processing, and handling of materials may be owned or leased by the Contractor.

#### ✓✓ 18.5 PROCESSING REQUIREMENTS

A facility for processing Targeted Recyclable Materials collected in the Program shall be capable of accepting the collected materials and processing them to the degree necessary to be marketable at reasonable prices. The Contractor shall maintain adequate procedures, records, and controls to ensure separate and clearly identifiable material reporting of the materials collected by this Amendment.

##### ✓ 18.5.01 Processing Facility Location and Permits

Any processing facility(ies) used by the Contractor to fulfill obligations pursuant to this Amendment shall be located in an area zoned for this type of activity, and shall have all necessary permits and environmental review and clearance. This Amendment does not authorize or waive any permit requirements.

##### ✓✓ 18.5.02 Processing System Capacity

The system shall have sufficient capacity to receive and process, within (5) business days, all materials collected in one week. There shall be sufficient space at the processing facilities to store at least one week's accumulation of materials in the event of equipment failure or downtime, or other acceptable contingency plan.

##### ✓✓ 18.5.03 Processing Residue

Any processing facility located within the Oakland City limits shall use the City's franchise hauler to dispose of Residue.

Maximum allowable Residue levels for Targeted Recyclable Materials are ten percent (10%) by weight for mixed waste paper and five percent (5%) by weight for all other Targeted Recyclable Materials.

If the Contractor is unable to market specific collected and processed materials, the Contractor may request, in writing, authorization from the City Representative to dispose of said materials as Residue. City Representative shall respond to the Contractor in writing within ten (10) business days if authorization will be granted. The Contractor shall demonstrate in writing that said materials are not

marketable or that marketing said materials is not economically feasible, and the City shall not unreasonably withhold authorization.

#### ✓ 18.6 FLOW CONTROL OF PROCESSED MATERIAL

The City shall retain the right to redirect processed material to specific markets or end-users located within the City of Oakland or the boundaries of the Oakland/Berkeley Recycling Market Development Zone. The Contractor shall redirect materials subject to all the following conditions:

The City shall give at least ninety (90) days prior written notice of any material redirection. The Contractor shall receive payment for the redirected material at a value to be mutually agreed upon at the time the Contractor is notified to redirect material, but prior to the material being redirected.

#### 18.7. CONTRACTOR'S PUBLIC EDUCATION REQUIREMENT

##### 18.7.01 Public Education Budget

The Contractor shall be required to allocate or spend \$30,000 each calendar year, beginning in 1999, on Program-related public education activities, which have received prior written approval from the City. In each subsequent year this amount shall be increased by the same percentage, if any, that rates are increased pursuant to Section 15.3. Any unspent funds at year-end shall be deducted from the Contractor's monthly payment pursuant to Section 18.9. The City and the Contractor may mutually agree to perform joint public education activities using all or some of the annual public education budget.

##### ✓ 18.7.02 Public Education Activity Requirements

- (a) By September 1st of each year, commencing 1998, the Contractor must supply a public education plan for the following year. The City shall review and respond to the proposal within 45 days. Implementation of the plan would begin on January 1st of each year.
- (b) The Contractor shall not perform any work on public education without prior written approval from the City. All materials shall be submitted in writing for review and approval. Written authorization by the City is required prior to final production of any public education materials.
- (c) All public education materials must be printed on 100% recycled paper with at least 50% post consumer recycled content with soy based (or other non-toxic) inks.
- (d) All public education materials must include the City's Oakland Recycles logo and the City's recycling hotline telephone number, unless waived in writing by the City.
- (e) All public education materials must include three languages whenever possible and/or needed (the City will make the determination) and materials must be made accessible to those with disabilities, in accordance with all applicable federal, state, and local laws and regulations, at the Contractor's sole cost and expense.

- (f) The City shall oversee all press activities including press releases, press conferences, press kits, press packets and general press inquiries regarding the Program.
- (g) Public relations activities cannot be applied to the public education budget.
- (h) All public relations, press, and public outreach activities that involve the Program must have prior approval from the City whether or not they are being paid for from the public education budget.

*The following examples of public education activities would be considered appropriate for public education budget expenditure, and upon mutual agreement between the City and Contractor, could be funded from the public education budget:*

- ✓ *Materials developed to respond and correct any sector or neighborhood specific public education problems (i.e. collection day confusion);*
- ✓ *Flyers placed in all Single Family Dwelling bins up to twice per year with the distribution to last for two consecutive weeks;*
- ✓ *Posting of up to one poster per year at each recycling bin locations at Multifamily Dwellings;*
- ✓ *Instructional information distributed to Multifamily Dwelling property owners/managers to be included with Multifamily Dwelling rental agreements;*
- ✓ *Contribution to schools or other non-profit recycling public education projects such as Re-Festival or East Bay Depot.*

*Activities which shall not qualify as public education expenditures:*

- *All activities associated with operational needs such as, but not limited to, uniforms, uniform maintenance, database management, recycling bin delivery, customer support;*
- *All activities which are solely self promotion such as signage promoting only the company's name;*
- *Tags for incorrect setouts.*

✓18.7.03

Multifamily Dwelling Outreach Program

The Outreach Program shall be sufficient to maximize participation by buildings' residents. At a minimum, the following is required of the Contractor:

- (a) Prepare and send annually a survey and/or letter to building owners and managers of all participating dwellings informing of Program parameters and soliciting feedback on Program services in order to maximize participation by buildings' residents.

- (b) Collection service shall be provided within two weeks of Program acceptance by the owner/manager of the Multifamily Dwelling.
- (c) The Contractor delivery of recycling containers to Multifamily Dwellings shall include concurrent delivery by the Contractor of the City provided public education material

### 18.8 REPORTING REQUIREMENTS

The Contractor shall be required to keep records and submit reports to comply with City reporting requirements. The reports shall be in a format similar to that of Exhibit V and may be revised upon thirty (30) days notice to the Contractor. In addition, the Contractor shall be required to provide certified weight receipts for all materials collected through the Program. Said weight receipts must be obtained using a certified scale. Additionally, material reporting for collections from Single Family and Multifamily Dwellings shall be done separately by a methodology submitted by the Contractor and approved by the City.

The City shall perform monitoring and statistical evaluation of the Program with the cooperation of the Contractor. The City may, at any time, undertake inspections of the Contractor's operations.

The City may also undertake inspections of the Contractor's non-operational obligations pursuant to this Amendment. Said inspections will occur during the Contractor's business hours and the City will provide a notification of at least twenty-four (24) hours.

#### 18.8.01 Monthly Program Status Report

The Contractor shall submit Monthly Program Status Reports for the duration of the agreement commencing the first month of collection. These reports shall be due on or before the 20<sup>th</sup> day of each month following the month which is reported. The monthly Program Status Reports shall include but not be limited to the following:

- (a) Notification of any route changes;
- (b) Summaries of tonnages of all material collected, by material, by route, except for used motor oil, which shall be measured by volume, and oil filters, which shall be measured by number of units, for both Single Family and Multifamily Dwelling households;
- (c) Summaries of tonnages of all materials sold, by material, except for used motor oil, which shall be measured by volume, and oil filters, which shall be measured by number of units;
- (d) Revenue generated for all materials sold, by material and sale price;
- (e) Summary of tonnages of all Contaminants/Residues or non-recyclable material collected and/or generated through material processing, including a description of said material;
- (f) Biweekly Curbside Single Family Dwelling participation - to be calculated as the number of setouts divided by the number of eligible households for each route;
- (g) Monthly Curbside Single Family Dwelling participation - to be presented as a summary of the overall weekly route participation;
- (h) Weekly Multifamily Dwelling number of eligible households for each route;
- (i) Provide new sign-ups of Multifamily Dwelling customer accounts including address and number of units;

- (j) Monthly summary of replacement recycling containers and requests for replacement containers;
- (k) Monthly summary of missed collections;
- (l) Monthly count of non-collection notices issued. Summary shall include detail if there is a particular issue;
- (m) Monthly summary of telephone calls received. Upon request, the Contractor shall provide written documentation of service where a service note is generated, and resolution to the call;
- (n) Small Business Program
  - 1. Copies of Recycling Bag service orders indicating name and address of business; contact name and phone number; service day; quantity of Recycling Bags delivered;
  - 2. Copy of notice sent to businesses which applied for recycling service, but were determined to be ineligible;
  - 3. Should the City choose to periodically measure participation rates and volume of recyclables collected from Small Businesses, the Contractor agrees to cooperate with the City to facilitate data collection.

The City reserves the right to require the Contractor's participation calculation methodology to conform to standards established by regulatory agencies, industry or to use a methodology developed by the City.

#### 18.8.02 Quarterly Program Status Report

The Contractor shall submit Quarterly Program Status Reports (using calendar quarters) within thirty (30) business days from the end of each quarter. The Quarterly Program Status Reports shall include but not be limited to the following.

- (a) Summary of tonnages recovered by material, by route, except for used motor oil, which shall be measured by volume, and oil filters, which shall be measured by number of units, for both Single Family and Multifamily Dwellings;
- (b) Summary of tonnages recovered by material, except for used motor oil, which shall be measured by volume, and oil filters, which shall be measured by number of units, for both Single Family and Multifamily Dwellings;
- (c) Summary of tonnages of all materials sold, by material, except for used motor oil, which shall be measured by volume, and oil filters, which shall be measured by number of units;
- (d) Summary of revenue generated for all materials sold, by material;
- (e) Summary of container replacement information;
- (f) Summary of missed or refused collection information;
- (g) Discussion of problems encountered and noteworthy experiences in Program operation, including recommendations for Program modification;
- (h) Discussion of public awareness campaign efforts and impacts of said efforts;
- (i) Summary of Multifamily Dwelling public awareness campaign and outreach program activities and related expenditures;
- (j) Multifamily Dwelling Solid Waste account information including account name, address, service address (if different), contact person and phone number, number of dwelling units, and level and frequency of Solid Waste service;
- (k) Dates and locations of any Small Business events attended.

### 18.8.03 Annual Program Status Report

The Contractor shall submit Annual Program Status Reports within thirty (30) business days from the end of the calendar year being reported. The Annual Program Status Report shall include, but not be limited to, the following:

- (a) A summary of the information contained in the Monthly and Quarterly Program Status Reports;
- (b) A discussion of Public Education activities and their impact on participation and recovered volume for Single Family and Multifamily Dwellings;
- (c) A summary of Public Education expenditures;
- (d) A correction and listing of any errors or omissions in the Contractor's monthly and/or quarterly reports;
- (e) Recommendations for modification and/or improvements to the Program.

### ✓ 18.8.04 Reports

A copy of any and all reports, manuscripts, software required to run said reports, and any other work product, whether completed or not, that are prepared or developed by the Contractor under this Amendment, shall be considered the property of the City and shall be turned over to the City promptly at the City's request or at the termination of the Agreement.

### 18.9 PAYMENT TO CONTRACTOR

Monthly payments by the City to the Contractor shall be based on the following:

- (a) The Contractor's monthly Single Family Dwelling price times the number of occupied Single Family Dwellings within the service area.
- (b) The Contractor's monthly Multifamily Dwelling price times the number of units actually receiving service during the preceding month. Receipt of collection service shall be demonstrated by the placement and service of recycling containers for Targeted Recyclable Materials in designated areas within the proper confines of the building and consistent with the agreement of building ownership or management.
- (c) The value of any processed material redirected by the City for market development purposes as determined by the product of the number of tons and the material value determined pursuant to Section 18.6 of this Amendment, less any adjustment for rejected material.
- (d) Any charges made to the City for City Facilities services pursuant to Section 18.1.04.
- (e) Any charges made to the City for used oil filter collection pursuant to Section 18.9.01 (d).
- (f) Deductions for the assessment of any liquidated damages.
- (g) Deductions for obligations of the Contractor which the City assumed pursuant to this Agreement.

The Contractor shall receive payment from the City within thirty (30) calendar days after the City receives a correct invoice. The City shall contact the Contractor within ten (10) business days of invoice receipt if said invoice is incorrect. In the event the City disputes any portion of the amounts set forth in the Contractor's monthly billing invoice, the City shall pay those amounts not in dispute, while

requesting either clarification or back-up information for those amounts in dispute. Once the dispute is resolved, the City shall pay the mutually agreed upon amount within thirty (30) calendar days.

18.9.01 Monthly Contractor's Payment

- (a) Beginning February 1, 1998, the City shall pay the Contractor for service to Single Family Dwellings at the monthly rate of \$1.77.
- (b) The City shall pay the Contractor for service to 54,040 Single Family Dwellings.
- (c) The City shall pay the Contractor for service to Multifamily Dwellings at the monthly rate of \$1.77 per household.
- (d) The City shall pay the Contractor \$1.50 per used oil filter collected and recycled. Monthly reports and invoices shall indicate the number of used oil filters collected and recycled.
- (e) Beginning January 1, 1999, City Facilities listed in Exhibit U to this Amendment shall be provided recycling collection service at no cost to the City.
- (f) On its monthly invoice to the City, the Contractor shall itemize by City Facility name and dollar amount any charges made to the City pursuant to Section 18.1.04.

✓ 18.9.02 Annual Adjustments to Contractor's Payment

The per household and used oil filter payments to the Contractor shall be adjusted upward or downward on July 1 of each year beginning July 1, 1999. The recycling rate payments to Contractor in effect as of June 30, 1999 and in each succeeding year of the Term will be adjusted, effective as of the immediately following July 1 of each year, by multiplying each such rate by one hundred percent plus eighty percent (80%) of the percentage change in the Consumer Price Index between the Annual Average (January - December) index in the year immediately preceding the year in which the rates are being changed and Annual Average index twelve (12) months earlier. The annual increase or decrease in the recycling rate shall not exceed five percent (5%) in any one year.

18.9.03 Other Adjustments to Contractor's Payment

If the Contractor's scope of service is modified by the action of changes in Federal and/or State laws and regulations with respect to the termination of used motor oil collection, the Contractor's per household payment will be adjusted equal to the amount of the incremental cost of providing said service proposed by the Contractor (\$0.04 per dwelling per month), as adjusted for inflation in accordance with Section 18.9.02.

18.9.04 Use of Contractor's Solid Waste Billing System

The Contractor shall make its billing system for franchise Solid Waste collections available to the City for the collection of recycling service fees and the dissemination of education material. These services may include, but not be limited to:

- (a) Imposition of a recycling surcharge, either on a per can or per household basis;
- (b) The ability to provide a recycling surcharge discount, or to remove said discount to certain households based on specific criteria on a timely basis;
- (c) Quarterly verification or summaries of said billing services provided by the Contractor to the City; and,
- (d) The ability to include recycling education material in the Contractor's billings to customer, with reasonable notice.

The City, at its sole discretion, may elect to impose a (recycling) surcharge not covered in Section 8.3.4. The Contractor shall collect and remit such surcharge to the City. In such event, the City shall be obligated to increase the Rates to generate a sufficient amount of revenue to cover the surcharge.

✓ 18.9.05 Profit Sharing Calculation

On a monthly basis, the City shall perform profit sharing calculations. This shall be calculated on the basis of  $(0.50) * (\text{NetRev})$  where

NetRev = Net Revenue (calculated as Gross Revenues as reported in monthly reports of all tons marketed pursuant to this Amendment) less Processing Cost (as reported in monthly reports for all tons marketed pursuant to this Amendment).

Profit sharing payments to the City, as calculated above, will be deducted from the Contractor's monthly payment only if the NetRev/ton, (calculated as Net/Rev divided by total tons marketed in the month pursuant to this Amendment) exceeds \$100/ton.

✓ 18.10 ASSIGNMENT OR PLEDGE OF MONIES BY CONTRACTOR

The Contractor shall not assign or pledge any of the monies due under this Amendment without securing the written approval of the surety(ies) on the performance and payment bonds and providing at least thirty (30) calendar days' prior notice to the City Representative of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of the Agreement.

✓ 18.11 ASSIGNMENT OF COPYRIGHT

If, in connection with recycling services performed under this Agreement, The Contractor or its subcontractors create original artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship used for Public Education that the City pays for and is unique to the City, the Contractor hereby assigns all copyrights to any such works to City. With the approval of the City Representative, the Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities. Such copyright does not extend to works which are based on material separately conceived and developed by the Contractor.

VI. Except as amended herein above, all other terms and conditions of the Franchise Agreement and other amendments thereto shall remain in full force and effect and shall apply to the Recycling Amendments except where inconsistent.

December 6, 1999

IN WITNESS WHEREOF, the City and the Contractor have duly authorized execution of this Fourth Amendment to Franchise Agreement, and have executed this Fourth Amendment to Franchise Agreement effective the date first written above.

RECOMMENDED FOR APPROVAL

BY: Harry Schrauth  
Harry Schrauth  
Assistant Director, Public Works Agency  
10-16-99  
Date

WASTE MANAGEMENT  
OF ALAMEDA COUNTY, INC.  
A California Corporation

BY: D. David MacDonald  
D. David MacDonald  
Executive Vice President

Date \_\_\_\_\_

CITY OF OAKLAND  
A Municipal Corporation

BY: Robert C. Bobb  
Robert C. Bobb  
City Manager

Date \_\_\_\_\_

APPROVED TO FORM:

BY: Duane Woods  
Vice President and  
Area General Counsel  
12/14/99  
Date

APPROVED AS TO FORM & LEGALITY:

BY: Mark P. Wald  
Mark P. Wald  
Deputy City Attorney

Date \_\_\_\_\_

**LL. Fifth Amendment Franchise  
Agreement dated January 1, 2005**

FIFTH AMENDMENT TO FRANCHISE AGREEMENT

THIS Fifth Amendment, by and between the CITY OF OAKLAND, a municipal corporation, hereinafter referred to as "City", and WASTE MANAGEMENT OF ALAMEDA COUNTY, INC., a California corporation, hereinafter referred to as "Contractor", is effective as of January 1, 2005.

RECITALS

WHEREAS, the City and Contractor entered into a Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services (Franchise Agreement) dated December 1, 1995; and

WHEREAS, the City and Contractor entered into a Supplemental Agreement dated December 2, 1995, and the First Amendment to Supplemental Agreement dated July 1, 1996; and

WHEREAS, the City and Contractor entered into First Amendment to Franchise Agreement dated October 1, 1997; Second Amendment to Franchise Agreement dated March 1, 1998; Third Amendment to Franchise Agreement dated March 1, 1999; and Fourth Amendment to Franchise Agreement effective as of February 1, 1998; and

WHEREAS, the City and Contractor desire to modify the services to be performed by Contractor to include the weekly collection of Targeted Recyclable Materials, Yard Waste and Residential Food Scraps; and

WHEREAS, the City and Contractor desire to memorialize their agreements and to amend the Franchise Agreement to incorporate these agreements;

NOW, THEREFORE, THE CITY AND CONTRACTOR DO HEREBY AGREE TO AMEND THE FRANCHISE AGREEMENT AS FOLLOWS:

I. Article 1.00 is amended to add or modify the following definitions:

✓/ Contract Manager

The employee(s) designated by the City Administrator to act as his/her representative to Contractor and the employee(s) designated by Contractor to act as its representative to the City regarding the day-to-day management of this Agreement.

✓/ Multi-Family Recycling Collection Service

"Multi-Family Recycling Collection Service" shall mean collection containers are present and properly labeled and Contractor attempts to provide weekly service from the designated service location.

✓✓ Non-Recyclable Contaminant

"Non-Recyclable Contaminant" shall mean any material that is not a Targeted Recyclable Material or a Non-targeted Recyclable Material collected in the Program.

✓✓ Non-Targeted Recyclable Materials

"Non-targeted Recyclable Materials" shall mean any Recyclable Material listed in Exhibit W that is not allowable for collection in the Program that Contractor can and does recover through Processing and returns to the economic mainstream. Contractor may refuse to collect or accept Non-Targeted Recyclable Materials and shall notify the Customer in writing why the collection was not made.

✓✓ Processing Residue

"Processing Residue" shall mean any material, separated from Recyclable Materials during Processing, that is not recycled, composted, marketed or otherwise returned to the economic mainstream, and which shall be disposed of as Solid Waste, medical waste or Hazardous Waste, as appropriate.

✓✓ Residential Food Scraps

"Residential Food Scraps" shall mean vegetable, fruit, grain, fish and other food scraps including meat, bones, dairy products, cooking fats, oil and grease; paper and cardboard that have been contaminated with food, cooking fats, oil or kitchen grease; compostable paper associated with food preparation or food consumption such as paper towels, paper plates, paper coffee cups, tissue, waxed paper and waxed cardboard; and other materials designated by the City and Contractor that are capable of being composted, that would otherwise be disposed as Solid Waste, and that are set out separate from Solid Waste for collection as Yard Waste and then returned to the economic mainstream in the form of commodities such as, but not limited to, compost, soil amendments, mulch, animal feed and fertilizer.

✓✓ Small Business

"Small Business" means a business located within the Service Area of Contractor and (a) uses cart service for Solid Waste or (b) shares bin service for Solid Waste with other Small Businesses or (c) generates an amount of Recyclables up to 2-96 gallon containers per week or up to 1-96 gallon container and one (1) yard of corrugated cardboard. Unless otherwise requested by the owner(s) of an in-home office(s), an in-home office shall be eligible to participate in the Program but without any special considerations or privileges other than those provided to the dwelling unit.

✓✓ Yard Waste

"Yard Waste" means prunings, brush, leaves, grass clippings, Residential Food Scraps and such other similar types of organic waste that may be mutually agreed upon by the City and Contractor. Untreated and unpainted wood which fits within the Yard Waste container is also Yard Waste.

✓✓ II. Section 3.2 is amended as follows:

"Term. The term of this Agreement shall begin on December 1, 1995 and shall end at midnight on December 31, 2012."

III. Section 3.3 is amended as follows:

✓✓ "Option to Extend Term. The City may extend the Term at its sole discretion for up to three (3) years under the then existing terms and conditions. The City shall...up to a maximum of twelve (12) months."

IV. Section 3.4.1.5 is amended as follows:

✓✓ "Implementation Plan. Contractor shall submit, no later than August 1, 2004, subject to review and approval by the City, a detailed implementation plan to switch to weekly Recycling and Yard Waste collection and to add a Residential Food Scraps program, that addresses all foreseeable start-up issues, which shall be included as Exhibit M. Contractor shall also include with the submission any Solid Waste and Yard Waste collection route changes contemplated during the implementation period of this Agreement that would affect the City's obligation to share this information with the holders of its Recycling Agreements. Contractor shall not commence the delivery of Single Stream containers prior to January 17, 2005. It is understood that Contractor and the City may mutually agree to make changes to Exhibit M. The City's approval of the implementation plan shall not be unreasonably withheld."

V. Section 4.2.6 is amended as follows:

✓✓ "City Delivered Materials. Contractor shall accept dirt and debris, solid Waste, White Goods, Yard Waste and Recyclables collected by City crews and delivered by City vehicles to the Disposal Facility, Transfer Station or Processing Facility. Contractor shall weigh City vehicles delivering materials to Contractor's facilities. The total tonnage of materials delivered by the City pursuant to this Section and Section 4.3.5 without charge shall not exceed 15,000 tons per calendar year. Separated Recyclable materials delivered by City crews to any of Contractor's facilities shall not be counted towards the tonnage allowance established pursuant to this Section. In January of each year, the City Representative and Contractor shall establish the rate per ton which the City must pay or be paid during the calendar year for the delivery of Recyclables to Contractor. The amount of tonnage allowed shall be increased by three percent (3%) per year during the Term, with the first increase occurring on January 1, 1997. On January 2, 2005 the City shall receive an additional allowance of 1,300 tons to be credited against the total tonnage allowances for 2004 and 2005. The total tons to be delivered to Contractor's facilities during the 2004 calendar years shall be 20,302 tons and during the 2005 calendar year it shall be 20,872 tons. The 2005 total tons shall be increased by three percent (3%) per year on each January 1 during the remaining Term or any extended Term. If the total tonnage of Sections 4.2.6 and 4.3.5 exceeds the maximum tonnage then allowed, the City shall pay Contractor for the disposal of the excess tonnage as follows: (i) if the excess

tonnage is less than the total tonnage of Yard Waste delivered during the year in question, the City shall pay Contractor the gate rate at the Processing Facility for Yard Waste and (ii) if the excess tonnage exceeds the total tonnage of Yard Waste delivered during the year in question, the City shall pay the gate rate for Solid Waste for the portion of the total tonnage which exceeds the amount of Yard Waste delivered. The Rates charged for these services shall be those shown in Exhibit C, which will increase pursuant to Sections 15.3 and 15.4."

VI. Section 4.2.6.1 is deleted in its entirety and Section 4.2.6.2 is renumbered as 4.2.6.1 and amended as follows:

✓✓ **"Calculation and Payment of Excess Tonnage Value.** Contractor shall notify the City if it determines that the City has delivered materials to Contractor in excess of the maximum tonnage allowed pursuant to Section 4.2.6. Within thirty (30) days of such notice, Contractor and the City Representative shall review and calculate the value of the excess materials delivered, in accordance with the provisions of Section 4.2.6 and using the disposal fee components set forth in Exhibit C, as adjusted. The City shall pay Contractor for the value of the excess tonnage within thirty (30) days of the determination of value."

VII. Section 4.3.1 is amended as follows:

✓✓ **"Curbside Service.** Contractor shall provide for the weekly curbside collection, transportation and processing of an unlimited amount of Yard Waste generated from Single Family Dwellings. Contractor shall provide each Single Family Dwelling with a container having a capacity of up to 64 gallons. Residents of Single Family Dwellings may set out additional Yard Waste each week in recyclable 32-gallon paper gardening bags not exceeding 75 pounds in weight. Branches and unpainted/untreated wood must be bundled and not exceed four (4) feet in length or six inches (6") in diameter. Contractor may limit the amount of Yard Waste to be collected from a Single Family Dwelling to 64 gallons per week if it is able to show to the satisfaction of the City that the Customer is disposing of Yard Waste generated from another location."

VIII. Section 4.3.8 is amended as follows:

✓✓ **"Public Education Materials.** If requested by the City, Contractor shall prepare public education materials to publicize changes to the Yard Waste Program, including the introduction of Residential Food Scraps recycling. The budget for said public education materials shall be set by the City in consultation with Contractor. The City shall reimburse Contractor for Residential Food Scraps recycling public education materials in an amount to be agreed upon by the parties. All materials are subject to review and approval of the City in accordance with the guidelines set forth in Exhibit G and are in addition to other public education requirements of Contractor set forth in this Section. Contractor shall spend..."

IX. Sections 4.3.9 through 4.3.9.2 are added to the Franchise Agreement as follows:

✓✓ **4.3.9 Residential Food Scraps Containers.** Contractor shall provide and distribute to each living unit in a Single Family Dwelling a container of approximately 2.5 gallons with a lid and handle to be used to temporarily store Residential Food Scraps prior to placing such material in the Yard Waste collection container. The City shall approve the manufacturer's specifications for the container prior to purchase and distribution to the Single Family Dwellings. Contractor shall affix a decal on the container that lists the allowable Residential Food Scraps materials. The decals must be available in English, Spanish, Chinese and Vietnamese and any additional language requested by the City for it to comply with its equal access ordinance requirements. The City shall pay the cost for the initial container delivered to each living unit in a Single Family Dwelling. After the initial distribution of containers, Contractor shall be solely responsible for the purchase and distribution of Residential Food Scraps containers when new Single Family Dwelling accounts are established.

✓✓ **4.3.9.1 Replacement Containers.** In the event the Residential Food Scraps container is lost, stolen, damaged or destroyed, Contractor shall be responsible for providing a replacement container within one week of the request by the Single Family Dwelling or the City. Contractor shall be solely responsible for the purchase and distribution of replacement containers. During the remaining Service Term of this Agreement, and any Extended Term, Contractor shall be responsible for providing annual replacement containers totaling five percent (5%) of the number of Single Family Dwellings serviced. The quantity of replacement containers owed to the City shall be cumulative from year to year. Upon expiration of the Agreement, the City relinquishes any claim it may have for reimbursement from Contractor for any unused replacement containers. Contractor shall notify the City if a Customer has required replacement of a container more than twice in a twelve (12) consecutive month period. The City and Contractor shall consult with each other (and the Customer if deemed appropriate) to develop an appropriate response to the situation.

✓✓ **4.3.9.2 Residential Food Scraps Public Education Materials.** The Residential Food Scraps container shall come with an instruction sheet, emphasizing use of the Residential Food Scraps program and program details. Residential Food Scraps processing and its environmental benefit shall be explained in sufficient detail and its collection shall be cited as being an essential component of the City reaching its AB 939 and Measure D diversion goals."

X. Section 4.10 is added to the Franchise Agreement as follows:

✓✓ **4.10 Vehicles Used by Contractor.** All vehicles used by Contractor to perform the services set forth in this Article shall comply with all current requirements, rules and regulations established or adopted as of the effective date of this Amendment by the California Air Resources Board (CARB), and any requirements, rules and regulations established or adopted after the effective date of this Amendment that are pursuant to: (A) the PROPOSED DIESEL PARTICULATE MATTER CONTROL MEASURE FOR ON-

ROAD HEAVY-DUTY DIESEL-FUELED RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION VEHICLES ("the Proposed Rule") which was released by the CARB on June 6, 2003. The City and Contractor agree that the Rates are sufficient for Contractor to upgrade and retrofit its vehicles to be in compliance with said CARB requirements, rules and regulations dated June 6, 2003 and that the City shall not be required to increase the Rates for this purpose. Reimbursement of costs incurred by Contractor for future change(s) to said requirements, rules and regulations shall be determined pursuant to Section 15.8.2."

XI. Section 6.5 is added to the Franchise Agreement as follows:

✓✓ "6.5 City Redirection of Yard Waste. The City and Contractor recognize that Contractor intends to develop composting capability at Contractor's Altamont Landfill and Resource Recovery Facility. If and when said capabilities exist, Yard Waste and other compostable materials collected under this Agreement shall be directed to said processing, provided that the total transportation and tipping price, inclusive of all Contractor handling and processing charges, are Cost Competitive with alternative processing sites. For the purposes of this Section, Cost Competitive shall be defined as being within 10% of the lowest cost alternative processing site to which the City may redirect Yard Waste collected under this Agreement, pursuant to the conditions set forth in this Section. In the event that materials are redirected to Contractor's Altamont Landfill and Resource Recovery Facility, Contractor shall share with the City fifty percent (50%) of those savings, if any, on the total transportation and tipping price, inclusive of all of Contractor's handling and processing charges. The City shall not be required to adjust the Rates if Contractor's costs exceed the then existing Rates. If Contractor does not develop said processing capability at Altamont, or if the total charges at Altamont are not Cost Competitive, the City reserves the right to redirect Yard Waste collected under this Agreement to an alternative processing site, pursuant to the conditions set forth in this Section. In the event the City directs Contractor to use an alternative processing site, the City shall provide ninety (90) days' prior written notice to Contractor identifying said processing site and the date Contractor shall commence delivery of Yard Waste to such site. Contractor shall ensure that the alternative processing site receives Yard Waste collected under this Agreement by the date designated by the City. In the event that materials are redirected to an alternative processing site, and Contractor incurs lower transportation and tipping price, inclusive of all Contractor's handling and processing charges, Contractor shall share with City 50% of said savings. Contractor has provided the City with its total per ton charges, inclusive of all Contractor's handling and processing charges, for transporting and tipping Yard Waste as of January 1, 2005. Said amount is \$56.89 which shall be adjusted annually pursuant to Sections 15.3 and 15.4.

XII. Section 8.3.4 is amended as follows:

✓✓ "City Fees. From the Effective Date...The City, at its sole discretion, may increase City Fees. Contractor shall collect and remit same to the City. In such event, the City shall be obligated to increase the Rates to generate a sufficient amount of revenue to

cover the increased City fees. The City shall increase said Rates by ordinance. In future years, the increased City fees shall be adjusted for changes in the Consumer Price Index in the manner set forth in Sections 15.3 and 15.4. If there is a conflict between how the Rates are adjusted for changes in the Consumer Price Index in the ordinance and with Sections 15.3 and 15.4, the methodology set forth in Sections 15.3 and 15.4 shall prevail.

XIII. Section 15.3 is amended as follows:

✓✓ "Annual Rate Adjustments. The Rates set forth...Year Seven through the Term or extended Term...and January twelve (12) months earlier."

XIV. Section 16.2.4.2 is amended as follows:

✓✓ "Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge...for a specified period of time. The City and Contractor agree that between the Effective Date of the Fifth Amendment to Franchise Agreement and sixty (60) days following completion of single stream cart delivery and a food scraps container to Single Family Dwellings, or August 1, 2005, whichever date is earlier, the City and Contractor agree to meet and resolve problems associated with the implementation of services. In consideration of Contractor's agreement to this provision, the City agrees to not assess liquidated damages during this implementation period for yard waste and recycling services. In placing their initials..."

XV. Section 17.1 is amended as follows:

✓✓ "Subcontracting. Contractor shall not engage...essential services to the City.

In the recruitment of subcontractors, the City requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. In the use of such recruitment, hiring and retention of employees or subcontractors, the City requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community."

XVI. Section 17.2.1 is amended as follows:

✓✓ "Equal Employment Practices. Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the term of this Agreement, Contractor agrees as follows:

- a. Contractor and any permitted subcontractors shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. Contractor and Contractor's subcontractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, marital status, religion, gender, sexual preference, race, creed, color, national origin, AIDS, ARC, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- b. Contractor and any permitted subcontractors shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. If applicable, Contractor shall send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Exhibit X ("Declaration of Compliance with the Americans with Disabilities Act") attached hereto and incorporated herein."

✓✓ XVII. Section 17.3 is deleted in its entirety.

✓✓ XVIII. Section 17.4 is deleted in its entirety.

XX. Section 17.5 is amended as follows:

✓ "Compliance with the City's LBE and SLBE Programs. Contractors utilizing subcontractors shall comply with the Local and Small Local Business Enterprise Program

(LBE/SLBE) goals attached and incorporated herein as Exhibit P. Additionally, opportunities for training and employment shall be given to residents of Oakland."

✓ XX. Section 17.7 is deleted in its entirety.

XXI. Section 17.9 is amended as follows:

✓ "Political Prohibition/Campaign Contributions. Monies paid by the City pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations. The Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as Exhibit AA."

XXII. Section 17.11 is amended as follows:

✓ ✓ "Conflict of Interest/Agents/Brokers. The following protections against conflict of interest will be upheld:

- a. Contractor certifies that no member of, or delegate to, the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- b. Contractor certifies that no member of, or delegate to, the State of California legislature or the California Integrated Waste Management Board shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- c. Contractor certifies that no member, officer, or employee of the City or its designees or agents and no other public official of the City who, in his/her official capacity, exercises any functions or responsibilities with respect to the services to be provided by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- d. Contractor warrants and represents, to the best of its knowledge, that no public official or employee of the City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a

direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

- e. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Contractor to the City, that (1) no public official of the City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$1,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$1,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$250 in the previous year. Contractor agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- f. Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.
- g. Contractor shall incorporate, or cause to be incorporated in all subcontracts for work to be performed under this Agreement a provision prohibiting such interests pursuant to the purposes of this Section.

- h. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement.

✓✓ XXIII. Section 17.12 is deleted in its entirety.

XXIV. Section 17.31 is added to the Franchise Agreement as follows:

✓✓ "Wages. 17.31.1 **Living Wage Requirements.** This Agreement is subject to the Living Wage Ordinance of Chapter 2.28 of the Oakland Municipal Code and its implementing regulations. The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein as Exhibit Y and made part of this Agreement, and unless specific exemptions apply or a waiver is granted, that Contractor provide the following to its employees who perform services under or related to this Agreement. All of the provisions of Section 17.31.1, or any part hereof, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms.

17.31.1.1 **Minimum Compensation.** Said employees shall be paid an initial hourly wage rate of \$9.66 with health benefits or \$11.11 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

17.31.1.2 **Health Benefits.** Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 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.

17.31.1.3 **Compensated Days Off.** Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by

full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

**17.31.1.4 Federal Earned Income Credit (EIC).** Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.

**17.31.1.5 Notice to Employees.** Contractor shall provide to all employees and to the City's Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

**17.31.1.6 Reporting.** Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Upon request, Contractor shall provide a copy of said list to the City's Public Works Agency, on a quarterly basis (using calendar quarters), due on or before the 20<sup>th</sup> day of each subsequent quarter for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

**17.31.1.7 Subcontractor Obligations.** Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the City's Office of Contract Compliance."

XXV. Section 17.32 is added to the Franchise Agreement as follows:

**"Affirmative Action Efforts.** All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical

purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or subcontractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question."

XXVI. Section 17.33 is added to the Franchise Agreement as follows:

✓ **Validity of Contracts.** The Oakland City Council must approve all agreements greater than \$15,000. This Agreement shall not be binding or of any force or effect until signed by the City Administrator or his or her designee and approved as to form and legality by the City Attorney or his or her designee."

XXVII. Section 17.34 is added to the Franchise Agreement as follows:

✓ **"Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the City; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the City or (2) of real property owned by others for the City's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of Contractor's operations that occur (1) within the City; (2) on real property outside Oakland if the property is owned by the City or if the City has a right to occupy the property, and if Contractor's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor. The equal Benefits Ordinance requires among other things, submission of Exhibit Z, the Equal Benefits-Declaration of Nondiscrimination, incorporated herein."

XXVIII. Section 17.35 is added to the Franchise Agreement as follows:

✓ **Nuclear Free Zone Disclosure.** Contractor represents, pursuant to Exhibit BB ("Nuclear Free Zone Disclosure Form"), that Contractor is in compliance with the City's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete Exhibit BB, attached hereto."

✓ **XXIX.** Section 18.1.02.a is amended as follows:

**"Frequency of Collection.** Contractor shall provide weekly collection..."

XXX. Section 18.1.02.b is amended as follows:

**"Material Preparation Requirements.**

(a) Single Family Dwellings, Multi-Family Dwellings and City Facilities will be required to place commingled Targeted Recyclable Materials in a recycling container provided by Contractor.

(b) Corrugated cardboard is required to be flattened and no larger than 3' by 3' and be (1) placed in the recycling container provided by Contractor or (2) stacked or bundled next to the recycling container. Contractor is obligated to collect all corrugated cardboard meeting the dimensional requirements that is set out for collection.

(c) Used motor oil is required to be placed in a Contractor-provided container and placed next to the recycling container. Up to five gallons of used motor oil may be set out for collection. Contractor may decline collection of oil in incorrect containers or the amount exceeding five gallons. Contractor shall decline collection of contaminated used motor oil or any other fluids that have been set out for collection.

(d) Used motor oil filters are required to be placed in a Contractor-provided container and placed next to the recycling container. Contractor may decline collection of oil filters in incorrect containers.

In the event that Federal..."

XXXI. Section 18.1.02.d is amended as follows:

**"Backyard Service.** Contractor shall provide backyard Recycling collection service for (i) frail senior citizens and disabled individuals at no additional charge, in accordance with the requirements set forth in Exhibit S; (ii) Single Family Dwellings meeting the criteria for a curbside placement exemption as set forth in Section III of the Supplemental Agreement dated December 2, 1995 between the City and Contractor; and (iii) other customers paying an additional charge for backyard service. Contractor shall be responsible for determining who receives backyard service, subject to guidelines approved by the City."

XXXII. Section 18.1.04 is amended as follows:

**"City Facility Collection and Service Requirements.** Contractor shall provide, at a minimum, weekly collection at the City Facilities, listed in Exhibit U, except that upon mutual prior agreement of the City and Contractor, certain City Facilities may receive "on-call", less-than-weekly collection. The City may reasonably modify this list by

sending a letter to Contractor indicating the facility and type and frequency of service required. Contractor shall commence service within five (5) working days of a request from the City."

XXXIII. Section 18.1.05 is amended as follows:

✓ "Special Events Recycling. Contractor shall offer to provide 96-gallon carts for one-time collection of Source Separated Targeted Recyclables (except used motor oil and used motor oil filters) from one-day, two-day or three-day special events throughout the City. Contractor will deliver recycling carts...as described in Section 18.1.04."

XXXIV. Section 18.2.02 is amended as follows:

✓ "Small Business Recycling Containers and Replacement. For the purpose of providing service to subscribing Small Businesses, Contractor will use as the "recycling container" a clear plastic bag of sufficient capacity to line a 40-gallon container. Alternatively, the Small Business may choose to receive collection service in 18 gallon recycling bins or 64 or 96 gallon carts similar to containers used for Single Family Dwellings and/or Multi-Family Dwellings. In such case, the Small Business must use Contractor-owned containers. All carts shall be clearly marked "Recycling Only". Contractor may provide carts with a locking mechanism to prevent the theft of Targeted Recyclable Materials or filling with Solid Waste. Contractor shall be solely responsible for purchase and distribution of new recycling containers. Style, color, size, manufacturer, and copy to be printed or embossed on the containers shall be subject to approval by the City. All newly subscribing Small Businesses shall be provided recycling containers and collection service within one week of the service request or the next scheduled service day, whichever is later, during the duration of the Program."

XXXV. Section 18.2.03 is amended as follows:

- ✓ 1. Small Businesses will be required to place commingled Targeted Recyclable Materials in a recycling container(s) provided by Contractor.
2. Corrugated cardboard is required to be flattened and no larger than 3' by 3' and be (1) placed in the recycling container provided by Contractor or (2) stacked or bundled next to the recycling container.
3. There shall be no minimum level of recyclables before a Small Business may participate in the Program.
4. All recycling containers used by Small Businesses to participate in this Program must be placed at the curb for collection. Contractor must provide collection service to subscribing Small Businesses as described in this Section and defined in Article 1.00, and must service every Small Business in the Service Area that wishes to subscribe. Two or more Small Businesses may share recycling container(s) service.

5. Contractor may decline collection of Targeted Recyclable Materials containing excess Contaminants and Hazardous Waste, or not prepared in accordance with the Program requirements. If Contractor declines collection, Contractor shall affix a note to or place a note within the recycling container explaining why the materials were refused. The note must be acceptable to the City.
6. Contractor shall collect all Targeted Recyclable Materials in or adjacent to recycling containers when material has been scattered within five feet of said containers due to scavenging or adverse weather conditions.
7. In the event of chronic incorrect setouts, Contractor may, after consultation with the City, end service to a Small Business with prior notice. If the Small Business pre-paid for Program services, Contractor must issue a pro-rated refund for the remaining amount of service."

XXXVI. Section 18.2.04 is amended as follows:

✓✓ "Small Business Recycling Rates. The rates in this section...Small Business rates.

The Small Business, property owner, or their agent, shall pay all costs of the plastic bag service (including but not limited to bag purchase, delivery and collection). All costs shall be included in the bag subscription rate for Small Businesses. Small Businesses using bag subscription shall pay the rate(s) set forth in Exhibit CC; the City is not responsible for payment. Bag subscribers may continue to set out any remaining bags after the subscription period has expired. A Contractor customer service representative shall contact non-renewing bag subscribers to determine if they want to continue in the program and/or if they have any bags remaining.

Small Businesses receiving 18 gallon recycling bin or 64 or 96-gallon cart service shall pay the rate(s) set forth in Exhibit CC; the City is not responsible for such payment. The per month rate(s) includes the collection service, delivery and rental of the recycling container used for the service described in Section 18.2.03."

XXXVII. Section 18.3.01 is amended as follows:

✓✓ "Single Family Dwelling Recycling Containers. Contractor shall be solely responsible for purchase and distribution of a 64 gallon recycling container for all Single Family Dwellings. Style, color, size, manufacturer, and copy to be printed or embossed on the containers shall be subject to approval by the City.

Containers for the collection of used motor oil...All newly occupied or constructed housing units shall be provided a recycling container and collection service within one week of service request during the duration of the Program. Concurrent with delivery of the recycling container, Contractor shall deliver City-approved Program information, including but not limited to printed materials."

XXXVIII. Section 18.3.02 is amended as follows:

✓ "Multifamily Dwelling Recycling Containers. Contractor shall be solely responsible for purchase and distribution of new and/or replacement recycling containers. Style, color, size, manufacturer, and copy to be printed or embossed on the containers shall be subject to approval by the City.

Multi-Family Dwellings shall be provided recycling containers with adequate capacity to store deposited Targeted Recyclable Materials for a minimum collection frequency of once per week. The multi-family recycling containers to be used for storage and collection of Targeted Recyclable Materials shall be subject to approval by the City. Multi-family recycling containers shall be properly maintained, including washing of interior and exterior when necessary or as directed by the Director. Contractor shall retain ownership of all multi-family recycling containers.

Upon Agreement end...The Number and size of community recycling containers to be provided to the Multi-Family Dwellings shall have adequate capacity to service all eligible units. If the City or Customer determines additional containers are required, Contractor shall supply and deliver required containers within one week. Location of the community recycling containers shall be coordinated with the building owner/manager."

XXXIX. Section 18.3.03 is amended as follows:

✓ "Replacement of Recycling Containers. In the event recycling containers are lost, stolen, damaged or destroyed, Contractor shall be responsible to provide replacement containers within one week of request by customer or City. Contractor shall be solely responsible for the purchase and distribution of replacement containers. During 2005 and 2006 Contractor shall be responsible for providing annual replacement containers totaling five percent (5%) of the number of Single Family Dwellings serviced. During 2007 and through the end of the Service Term, Contractor shall be responsible for providing annual replacement containers totaling two percent (2%) of the number of Single Family Dwellings serviced. Should the City elect to extend the Agreement pursuant to Section 3.3, Contractor shall be responsible for providing additional replacement containers totaling two percent (2%) of the number of Single Family Dwellings serviced. If the City elects to extend the Agreement for less than twelve months, said amount of replacement containers shall be pro-rated. The quantity of replacement containers owed to the City shall be cumulative from year to year. Upon expiration of the Agreement, all remaining containers owed to the City shall be provided within 30 calendar days, unless the City and Contractor mutually agree upon a reasonable form of compensation to the City for said containers. If during any year the Customers require more replacement containers than the number required to be provided by Contractor, Contractor shall supply and deliver containers at Contractor's actual cost, which may include reasonable transportation and administration expenses, not to exceed \$50.00 per container inclusive of all costs, and the City shall reimburse Contractor for said additional cost within thirty (30) days of receipt of a correct invoice.

Contractor shall notify the City if an individual Customer has required replacement of a container more than twice in a twelve (12) consecutive month period. The City and Contractor shall consult with each other (and with the Customer if deemed appropriate) to develop an appropriate response to the situation.

Containers for used motor oil collection shall be distributed to residents within one week of request. When Contractor collects full or partially full containers from a household, Contractor shall leave the same number of empty containers at the point of collection or inside the empty recycling container.

Contractor shall be required to provide all necessary replacement recycling containers for Multi-Family Dwellings, except that upon prior notice to and approval from the City, Contractor may cease service at a Multi-Family Dwelling if containers provided to the Multi-Family Dwelling are chronically damaged or destroyed. Contractor shall cease billing the City for said units in the month following the discontinuance of service.

Contractor shall be required to provide all necessary replacement recycling containers for City Facilities.

Contractor shall be responsible for providing replacement containers within one week of the request by the Small Business or the City. Contractor shall be solely responsible for the purchase and distribution of replacement containers. During the Service Term and extended term of this Agreement, Contractor shall be responsible for providing one replacement container per calendar year per Small Business for the subscribed level of service. Should the City elect to extend the Agreement for up to twelve months pursuant to Section 3.3, said amount of replacement containers shall be pro-rated in monthly increments based upon the total number of Small Business accounts receiving service at the end of the Service Term. Should a participating Small Business require the replacement of more than one lost, stolen, damaged or destroyed containers in a calendar year, Contractor may charge the Small Business for additional replacement containers at Contractor's actual cost, which may include reasonable transportation and administration expenses."

XL. Section 18.7.01 is amended as follows:

✓ **"Public Education Budget.** The Contractor shall be required to allocate or spend \$30,000 each calendar year, beginning in 1999, on Program-related public education activities, which have received prior written approval from the City. In each subsequent year this amount shall be increased by the same percentage, if any, that rates are increased pursuant to Section 15.3. The City and the Contractor may mutually agree to perform joint public education activities using all or some of the annual public education budget. Any unspent funds at year-end shall be deducted from the Contractor's monthly payment pursuant to Section 18.9 (h). Upon request by the Contractor, the City may, at its option, authorize the Contractor to carryforward up to \$15,000 of unspent funds to the following calendar year.

Upon request of the City, Contractor may provide additional public education services pursuant to the provisions of Section 14.2 and Exhibit G. The City shall reimburse Contractor for the cost of providing additional services in an amount to be agreed upon prior to the commencement of such services."

XLI. Section 18.7.02 is amended as follows:

**"Public Education Activity Requirements.**

(f.) All Public Education materials must include four languages..."

✓XLII. Section 18.8.01 is amended as follows:

**"Monthly Program Status Report.** Contractor shall submit Monthly Program Status Reports for the duration of the Agreement commencing the first month of collection. These reports shall be due on or before the 20th day of each subsequent month. The Monthly Program Status Reports shall include but not be limited to the following:

- a. Detail report of tonnages of all materials collected, except for used motor oil, which shall be measured by volume, for all materials collected through the Program, that shall include the following data fields for each individual load collected:

1. Date.
2. Facility.
3. Route number.
4. Single-family or multi-family.
5. Weight document number (unique, non-repeating number).
6. Net weight;

- b. Summary report of tonnages of all materials, from all suppliers, programs and jurisdictions, shipped from Contractor's processing facility. Report shall include the following data fields:

1. Total net weight, in tons, of all fiber shipped for recycling from Contractor's processing facility
2. Total net weight, in tons, of all containers shipped for recycling from Contractor's processing facility
3. Total net weight, in tons, of all Processing Residue shipped for disposal from Contractor's processing facility

- c. Detail report of new Multi-Family Dwelling accounts shall include the following data fields:

1. Address.
2. Name and phone number of contact person.
3. Number of units.
4. Service day.

5. Route number.
  6. Date of delivery of containers and public education material.
  7. Number of containers by type.
- d. Detail report of Small Business accounts that shall include the following data fields:
1. Name of business.
  2. Address.
  3. Name and phone number of contact person.
  4. Start service date.
  5. Route number.
  6. Account Active or Inactive?
- e. Detail report of replacement recycling containers and requests for replacement containers that shall include the following data fields:
1. Addresses of eligible Customers who request replacement container(s).
  2. The date of request for replacement.
  3. The date of replacement for each request.
  4. A summary report of 1 through 3;
- f. Detail report of missed collection that shall include the following data fields:
1. Addresses of eligible Customers who reported missed collection.
  2. Date of report.
  3. Date of recovery of missed collection.
  4. Number of collection days from date of report to date of recovery.
  5. Number of collection days from scheduled service to recovery.
  6. Route number.

XLIII. Section 18.8.02 is amended as follows:

**"Quarterly Program Status Report.** Contractor shall submit Quarterly Program Status Reports (using calendar quarters) due on or before the 20th day of each subsequent quarter. The Quarterly Program Status Reports shall include but not be limited to the following:

- a. Summary of tonnages recovered by route, except for used motor oil, which shall be measured by volume, for both Single Family and Multi-Family Dwellings;
- b. Summary of container replacement information;
- c. Summary of missed or refused collection information;
- d. Discussion of problems encountered and noteworthy experiences in Program operation, including recommendations for Program modification;

- e. Discussion of public awareness campaign efforts and impacts of said efforts and public education budget expenditures including copies of all invoices; and
- f. List of vehicles in service including the following information for each vehicle:
  - 1. Contractor truck number
  - 2. DMV license plate number
  - 3. Body:
    - Vehicle Identification Number
    - Make
    - Model Year
  - 4. Chassis:
    - Vehicle Identification Number
    - Make
    - Model Year
- g. Detail report of all Multi-Family Dwelling accounts shall include the following data fields:
  - 1. Address.
  - 2. Name and phone number of contact person.
  - 3. Number of units.
  - 4. Service day.
  - 5. Route number.
  - 6. Number of containers by type.

✓ XLIV. Section 18.8.03 is amended as follows:

**"Annual Program Status Report.** Contractor shall submit Annual Program Status Reports due on or before the 20th day of each subsequent calendar year being reported. The Annual Program Status Report shall include but not be limited to the following:

- a. A discussion of public awareness campaign activities and their impact on participation and recovered volumes;
- b. A summary of public education expenditures;
- c. A summary of the quantity of recycling containers and Residential Food Scraps Container delivered and remaining in stock;
- d. Recommendations for modifications and/or improvements to the Program."

✓ XLV. Section 18.9 is amended as follows:

**"Payment To Contractor.**

- (a) Contractor's monthly Single Family Dwelling price times the number of occupied Single Family Dwellings within the service area during the rate period. The City shall not pay Contractor for more than 55,972 Single Family Dwellings during the

Term or any extended Term of this Agreement. Contractor acknowledges that the monthly rate charged for Solid Waste service to newly constructed and occupied Single Family Dwellings within its Service Area during the Term or any extended Term includes its cost for providing Program services. The City shall not be required to reimburse Contractor an additional amount for providing Program services to said dwellings.

- (b) Contractor's monthly Multi-family Dwelling price times the number of units actually receiving service during the preceding month. Receipt of collection service shall be demonstrated by the placement and service of recycling containers for Targeted Recyclable Materials in designated areas within the proper confines of the building and consistent with the agreement of building ownership or management. The City shall not pay Contractor for more than 19,045 units during the Term or any extended Term of this Agreement. Contractor acknowledges that the monthly rate charged for Solid Waste service to newly constructed and occupied Multi-family Dwellings within its Service Area during the Term or any extended Term includes its cost for providing Program services. The City shall not be required to reimburse Contractor an additional amount for providing Program services to said dwellings.
- (c) The value of any...
- (h) Deduction for unspent public education funds pursuant to Section 18.7.01.
- (i) Deduction for premium backyard service equal to  $1/3^{\text{rd}}$  of the fee collected by Contractor for said service for each Single Family Dwelling receiving recycling collection outside of Contractor's Service Area.
- (j) Deduction equal to Contractor's monthly Household Rate for recycling times the number of newly constructed and occupied Single Family Dwellings and Multi-Family Dwelling units initiating Solid Waste collection service outside of Contractor's Service Area. Evidence that is acceptable to the City is (i) a Temporary Certificate of Occupancy as issued by the City's Community and Economic Development Agency or (ii) confirmation of the commencement of Solid Waste collection service at a location that has previously not received Solid Waste collection service within three years of the request for new service or has received Solid Waste collection service for fewer than the currently requested number of units. The deduction in Contractor's payment for units subject to this provision shall commence in the month following initiation of Solid Waste collection service. The number of units added shall be cumulative through the end of the Service Term or any Extended Term.

Contractor shall receive payment from the City within thirty (30) calendar days after the City receives a correct invoice. The City shall contact the Contractor within ten (10) business days of invoice receipt if said invoice is incorrect. In the event the City disputes any portion of the amounts set forth in Contractor's monthly billing invoice, the City shall pay those amounts not in dispute, while requesting either clarification or back-up information for those amounts in dispute. Once the dispute is resolved, the City shall pay the mutually agreed upon amount within thirty (30) calendar days."

XLVI. Section 18.9.03 is amended as follows:

**"Other Adjustments to Contractor's Payment.** The City may adjust the payment made to Contractor for the events described in this Section.

**18.9.03.1 Termination of Used Motor Oil Collection.** If Contractor's scope of service is modified by the action of changes in Federal and/or State laws and regulations with respect to the termination of used motor oil collection, Contractor's per household payment will be adjusted equal to the amount of the incremental cost of providing said service proposed by Contractor (\$0.04 per dwelling per month), as adjusted for inflation in accordance with Section 18.9.02.

**18.9.03.2 Collection Service Audits.** The City may conduct collection service audits by means of sampling studies, route surveys, or other means. The City and Contractor shall review the methodology to be used for conducting the collection service audit, but the final decision on the methodology to be employed rests solely with the City. Contractor shall make available to the City, or to the authorized agent of the City, access to all operations as necessary to conduct service audits, including but not limited to allowing the City staff or authorized agents to ride along on collection vehicles, and access to all Multi-Family Dwellings serviced provided City staff or authorized agents follow Contractor's work and safety rules. Contractor shall designate a representative to participate in the collection service audit on its behalf.

The City may conduct collection service audits twice per calendar year. In the event the City determines through service audits that greater than 5% of billed Multi-Family Dwelling units audited are not being provided with Multi-Family Collection Service, liquidated damages may be assessed as set forth in Section 16.2.4.

In the event a collection service audit determines more than 15% of Multi-Family Dwelling units audited are not being provided with Multi-Family Collection Service, the frequency of service audits and liquidated damages assessment may be increased to four times per year. The increased frequency of service audits shall continue until it is determined that the percentage of Multi-Family Dwelling units not being provided with Multi-Family Collection Service has dropped below 15%.

**18.9.03.3 Alignment of Service and Billing.** It is the intention of the City to compensate Contractor for all Multi-Family Dwellings receiving Multi-Family Collection Service, and that Multi-Family Collection Service will be provided to all Multi-Family Dwellings for which the City is invoiced monthly.

**18.9.03.4 Adding New Multi-Family Dwellings.** In order to add new Multi-Family Dwellings to service and billing invoice lists, Contractor shall:

- a. Arrange with and obtain approval from building owner/manager for establishment of service at an agreed-upon collection location. Contractor

shall inform the building owner/manager that the default service location is on-premises collection at no additional cost.

- b. Arrange with and obtain approval from building owner/manager for delivery of a specified number of recycling containers. Collection service shall be provided within two weeks of Program acceptance by the building owner/manager.
- c. Confirm receipt by Customer of recycling containers.
- d. Concurrent with delivery of the recycling containers, Contractor shall deliver City-approved Program information, including but not limited to printed materials.

**18.9.03.5. Removing Multi-Family Dwellings.** In the event it is determined through collection service audits or other means that Contractor is not providing Multi-Family Collection Service to a Multi-Family Dwelling, then upon notice from the City, Contractor shall remove the Multi-Family Dwelling from its multi-family billing/service list for the next monthly billing period. The Multi-Family Dwelling can only be reinstated to active billing/service status after Multi-Family Collection Service has been re-established, per the requirements of Section 18.9.03.4."

**XLVII.** Exhibit A-1 is amended as follows:

**"5. Multi-Family Collection Service.** (a) An audit of multi-family accounts shows that more than 5% of multi-family accounts sampled are not being provided with Multi-Family Collection Service. One percent (1%) of the total monthly payment for Multi-Family Dwellings for each percentage point above 5% based upon most recent monthly invoice prior to the date of assessment."

**6. Truck Routes.** Failure of collection and transport vehicles owned or operated by Contractor to use designated truck routes going to or leaving processing facilities \$25.00 per incident and \$100.00 per incident if within ten (10) business days the same vehicle is again in violation."

IN WITNESS WHEREOF, the City and Contractor recognize the contribution of D. David MacDonald, as a negotiator for Contractor, to the successful completion of this Fifth Amendment and whose untimely death on July 13, 2004 has prevented him from signing below, and the City and Contractor in the memory of D. David MacDonald have duly authorized execution of this Fifth Amendment to Franchise Agreement on the date first written above.

City of Oakland,  
a municipal corporation

Contractor

Heidi Aldrey  
(City Administrator's Office) (Date)

E. Daulin 10/6/04  
(Signature) (Date)

REDAKED 12.7.2004  
Public Works Agency (Date)

Left unsigned in the memory of  
D. David MacDonald  
Senior Executive Vice President

Approved as to form and legality:

Patricia Tang 12-6-04  
(City Attorney's Office) (Date)

11820  
Ordinance Number

3568  
Accounting Number

1335669  
Business Tax Certificate No.

**MM. Settlement Agreement and  
Release dated July 29, 2003**

## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is entered into by and between the City of Oakland ("City") and Waste Management of Alameda County, Inc. ("WMAC").

## RECITALS

- A. WMAC provides solid waste and yard waste collection and disposal services, in, and for the benefit of, the City pursuant to an exclusive Franchise Agreement effective December 1, 1995 ("Franchise Agreement"). WMAC owns and operates the Altamont Landfill and Resource Recovery Facility in Alameda County, near the City of Livermore, where the City's waste is disposed ("Altamont").
- B. Pursuant to the approval of an amendment to the conditional use permit to expand and operate the Altamont, in March 2000, Alameda County imposed a fee of \$1.00 per ton and codified an earlier imposed fee of \$0.25 per ton (collectively, the "Fees") to be collected from all users of the Altamont.
- C. Since the spring of 2000, WMAC has sought to increase the rates in Oakland by \$1.25/ton that it contends are fees imposed pursuant to the Conditional Use Permit C-5512 and are recoverable under the Franchise Agreement.
- D. The City disputes that its rate payers are obligated to pay the Fees under the terms of its existing Franchise Agreement and/or applicable law and has not, as of this date, granted WMAC's request to include the Fees in the rates as of July 1, 2000 (the earliest date under the Franchise Agreement and implementing Ordinance on which the Fees could be implemented) or anytime thereafter.
- E. The statements in Paragraphs B through D of these Recitals comprise the dispute between the Parties (the "Dispute").
- F. WMAC and the City have exchanged correspondence outlining their respective positions and attempted to mediate the Dispute pursuant to Section 16.5.2 of the Franchise Agreement.
- G. Since the mediation, the Parties have continued to try to resolve the Dispute. The City and WMAC (collectively the "Parties") now wish to enter into a settlement and release of claims, as set forth below, with respect to the Dispute.

**NOW, THEREFORE**, for good and valuable consideration, and in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the Parties hereby agree as follows:

## **AGREEMENT**

### **1. Incorporation By Reference.**

The above recitals are incorporated herein by reference and are made part of this Agreement.

### **2. Imposition of Fees.**

The Parties understand, acknowledge and agree that WMAC may impose the following fees on the rate payers in the City of Oakland for solid waste collected by WMAC from rate payers in the City of Oakland:

(a) The \$1.25 per ton Fees required by Alameda County Conditional Use Permit 5512 beginning July 1, 2003; and,

(b) The \$1.00 per ton portion of the \$1.25 per ton Fees for the period from January 1, 2002 through July 1, 2003. This payment in Paragraph 2(b) will be amortized, excluding interest, over the remaining balance of WMAC's exclusive franchise agreement with the City. The rate of amortization, schedule of payments, calculations and other such financial information shall be subject to the review, audit and written approval of the City of Oakland.

(c) WMAC will not seek reimbursement from the City or the rate payers in the City of Oakland of the \$0.25 per ton portion of the Fees that WMAC paid through June 30, 2003.

(d) The \$1.00 per ton portion of the Fees collectable from July 1, 2000 through December 31, 2001 will be forgiven pursuant to written authorization from the County of Alameda, the Sierra Club, the Northern California Recycling Association, and the Cities of Livermore and Pleasanton.

### **3. Additional Services Provided by WMAC.**

Effective upon the date this Settlement Agreement is executed by all Parties, WMAC will, subject to WMAC's right to charge the customers the Rates set by the City in accordance with the Franchise Agreement, (a) implement the Bulky Waste Collection Program for the City of Oakland attached hereto as Exhibit A; (b) provide Saturday street litter container collection service along International Boulevard and Telegraph Avenue in the City of Oakland once every Saturday (excluding holidays); and, (c) provide daily street litter container collection service to the sites listed on Exhibit B attached hereto after the City installs additional litter containers at those sites.

#### **4. Mutual Release Of All Known And Unknown Claims.**

Each of the Parties hereto for themselves, their agents, successors and assigns, does hereby release and discharge each other, and their respective officers, directors, representatives, council members, heirs, executors, administrators, successors, assigns, agents, attorneys and employees of and from any and all claims, demands, debts, obligations, liabilities, costs, expenses, rights of action, causes of action, awards and judgments of any kind or character whatsoever arising prior to the date this Settlement Agreement is executed, or which may hereafter be claimed to arise in whole or in part out of any action, inaction, event or matter occurring prior to the date this Settlement Agreement is executed, regarding the Dispute, all of which are hereinafter called "Released Claims."

Each of the Parties acknowledges and agrees that the Released Claims may include claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected and further acknowledge that they may be presently unknown or unsuspected, and may be based upon hereafter discovered facts different from, or in addition to, those which they now know, or believe to be true. Nevertheless, the Parties agree that the foregoing release shall be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof, and further hereby expressly waive any and all rights provided in California Civil Code Section 1542 which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

#### **5. No Reliance; Investigation.**

The Parties understand, acknowledge and agree that no representation or promise not expressly contained in this Agreement has been made by any party and further acknowledge and agree that they are not entering into this Agreement on the basis of any promise or representation, express or implied, not otherwise contained herein. Each party has fully and personally investigated the subject matter of this Agreement and does not rely on any statement, fact or opinion of any other party to this Agreement.

#### **6. No Admission Of Liability.**

The Parties understand, acknowledge and agree that they have entered into this Agreement as a compromise and settlement. This Agreement shall never at any time be construed as an admission or concession of any liability whatsoever on the part of any party. The Parties further understand, acknowledge and agree that this Agreement shall not be admissible or otherwise used by any party against the other in any judicial or arbitration proceeding or alternative dispute resolution proceeding involving any dispute between the Parties except for judicial proceedings to enforce the terms of this Agreement.

## **7. Entire Agreement.**

The Parties understand, agree and acknowledge that they know and understand the contents of this Agreement and agree to be bound by its terms. This Agreement constitutes the complete and exclusive statement of the terms and conditions between the Parties, which supersedes and merges all prior proposals, understandings and all other oral or written agreements between the Parties. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

## **8. Breach Of This Agreement/Attorney's Fees.**

The Parties understand, acknowledge and agree that each party reserves all legal and equitable remedies for any breach of the terms and conditions of this Agreement by any party. The Parties further acknowledge and agree that the prevailing party in any action to enforce this Agreement will recover all costs of enforcement, including reasonable attorney's fees. The Parties hereto agree to bear their own respective attorney's fees and court costs incurred in relation to the Dispute prior to the date of this Agreement.

## **9. No Oral Modification Of This Agreement.**

The Parties understand, acknowledge and agree that this Agreement may not be modified, amended or altered in any manner except by written agreement duly executed by the Parties.

## **10. Construction.**

The Parties understand, acknowledge and agree that they have participated in the drafting of this Agreement and have obtained legal counsel of their choosing to review this Agreement. The Parties therefore agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. All terms and words used in this Agreement, regardless of the number, format or gender in which they are used, shall be deemed and construed to include any other number, format or gender as the contents or sense of this Agreement may require.

## **11. Severability.**

Should any term or provision of this Agreement be found by a court of competent jurisdiction to be invalid or unenforceable, all other terms of this Agreement shall remain in full force and effect.

## **12. Counterparts.**

This Release may be executed in counterparts, each of which shall be an original and all of which together shall constitute a single instrument.

### **13. Facsimile Signatures.**

A facsimile copy or photocopy of the signature of a party to the Agreement, or of its authorized representative, shall have the same force and effect as an original signature.

### **14. Authority To Bind.**

Each person signing this Agreement represents and warrants that he or she has the authority to bind to this Agreement the party for whom they sign. Execution of this agreement on behalf of the City of Oakland has been authorized by and is subject to any limitations set forth in Resolution No. 77962.

### **15. Notices.**

Any notice provided pursuant to this Agreement shall be in writing and shall be addressed to the Parties at the addresses specified below or at such other addresses as the Parties may specify in writing to the other in the future.

As to WMAC:

Vice President and Area General Counsel  
Waste Management, Inc.  
Western Group  
7025 N. Scottsdale Road, Suite 200  
Scottsdale, AZ 85253

As to the City:

Claudette R. Ford  
Director, Public Works Agency  
250 Frank H. Ogawa Plaza  
Oakland, California 94612

### **16. Time Is Of The Essence.**

Time is of the essence in the performance of this Agreement.

### **17. Headings.**

The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

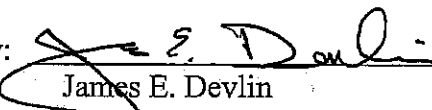
### **18. Governing Law.**

This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. Any action or proceeding to enforce the terms of this Agreement shall be brought in the courts of Alameda County, Oakland, California and each party

agrees to waive any objection to personal jurisdiction and venue in the courts of Alameda County, Oakland, California.

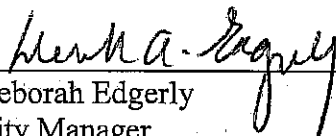
Date: February 12, 2004

**WASTE MANAGEMENT OF ALAMEDA COUNTY,  
INC.**

By:   
James E. Devlin  
Vice President

Date: February \_\_, 2004

**THE CITY OF OAKLAND**

By:   
Deborah Edgerly  
City Manager



# **2004 BULKY COLLECTION & RECYCLING PROGRAM FOR THE CITY OF OAKLAND**

## **A. Program Eligibility**

1. All single-family households, as defined in the Franchise Agreement, plus new accounts at existing service addresses after July 1, 2004 (new move ins).
2. The calendar year for the program shall be February 2, 2004 through December 31, 2004.
3. Each service address is eligible for One Full Service Collection Event as described in Section D of this document between February 2, 2004 and December 31, 2004. Eligible two, three and four-unit residences shall be allowed to schedule service on different days for individual units, subject to limitations in Section F.4.
4. For residences that are not owner-occupied (i.e., where the billing and service address is not the same), only the property owner will be allowed to schedule service. Service will be marketed to both the property owner and the resident(s). All public education material will include directions to non-owner residents to contact their property owner to schedule service.

## **B. Program Overview**

1. Per Section 4.2.9 of the Franchise Agreement, WMAC will provide a curbside Bulky Goods Service, hereinafter referred to as Bulky Waste Collection Program, for all Single Family Dwellings. The Program will target bulky recyclable and non-recyclable items that are not collected during routine weekly garbage and recycling collection service. The Program's goal is high waste diversion/recycling to support the City's goal of 75% waste reduction by 2010.
2. Bulky waste collection day will be the same as trash collection day. WMAC may, at its discretion, schedule appointments on Saturdays.
3. All acceptable items set out at the curb will be collected by WMAC.
4. All unacceptable items set out will be left with a Non-Collection Notice advising the customer why item(s) were left and potential consequences. WMAC will notify the City of all non-collected items.
5. City and WMAC will meet in May 2004 to review program.
6. The City and WMAC agree to review 2004 program utilization and waste diversion performance, and discuss including an additional, second, recycling-items-only collection event in the 2005 program.
7. The City and WMAC may mutually agree to amend the 2004 Bulky Waste Collection Program at any time during the term of the Franchise Agreement in writing.

### **C. Customer Service**

1. Call intake: WMAC customer service representatives (CSR's) will review the following when scheduling bulky waste pick up appointments with customers:
  - a. What the customer intends to set out and document in call log.
  - b. Acceptable/unacceptable items lists.
  - c. How to properly prepare, segregate, and set out all items for recycling, collection efficiency, and compliance with City blight abatement and right-of-way access regulations. CSR 'talking points' will be consistent with Section G (Public Education literature) and Attachment A (Preparation of Acceptable Recyclable Items).
  - d. Overage charge policy.
  - e. Consequences of improper set outs, including property owner's liability for City fines and overage charges.
  - f. Offer WMAC fee-for-services collection options if caller lives in ineligible unit.
2. Collection will be scheduled for and service provided on a date within two weeks of the appointment call, unless the customer requests another date. WMAC shall notify City if appointments cannot be scheduled within two weeks because of program demand.
3. WMAC will send no later than the next business day after the appointment is scheduled an Appointment Confirmation Notice to the residence for which the collection has been scheduled. In the case of 2-4 unit residences, this residence may have a different mailing address than either the billing address or the WMAC service address on record. The Confirmation Notice will include items C. 1. a through e, will include the words "Retain This Notice", and will be accompanied by (or included within) a program brochure.

### **D. Accepted Items**

As used in this document, the phrase "Full Service Collection Event" shall mean that each eligible unit is allowed one pickup between February 2, 2004 and December 31, 2004 of (a) up to 3 cubic yards (equal to approximately 24 large bags) of non-recyclable bulky items which include but are not limited to furniture, carpeting and other household items; and, (b) the following recyclable items if properly prepared in accordance with Attachment A: Large appliances, CRT electronics (televisions, computer monitors), Computer CPUs, Tires, Mattresses, Scrap metal, Corrugated cardboard, Unpainted wood and Yard trimmings.

### **E. Non-Accepted Items**

1. The following items set out for collection will not be collected by WMAC:
  - a. Rocks, dirt, and concrete.
  - b. Hazardous materials such as pesticides, paint, solvents, gasoline, antifreeze, auto batteries.
  - c. Any single item (excluding bulky items) that weighs more than 75 pounds.
2. WMAC will:
  - a. Leave all non-collected items, accompanied by a Non-Collection Notice advising the customer as to why item(s) were not collected, and which lists the Household Hazardous Waste phone number, per Section G. 3. d.
  - b. Provide to the City digital photographs of the set out that clearly identify the service address

- c. Notify the City per Section J. and Attachment B.

#### **F. Overage Charges**

1. WMAC may charge for overage of non-recyclable items, or recyclable items improperly prepared that require disposal
  - a. \$25 per extra cubic yard - not to exceed \$50 for customers where WMAC is recording the excess for the first time.
  - b. For customers that placed more than three cubic yards of materials for pick-up in 2003 and were charged for the excess volume, WMAC may charge \$25 per extra cubic yard, not to exceed \$250.
  - c. For customers that placed more than three cubic yards of material for pick-up in both 2002 and 2003 and were charged for the excess volume, WMAC may charge \$25 per cubic yard of material setout in excess of three cubic yards.
2. If a 2-4 unit residence exceeds the equivalent of units multiplied by 3 cubic yards per unit, the excess yards will be charged for overage per F. 1.
3. For all overage charges billed, WMAC will document and forward immediately to the customer, and make available to the City:
  - a. Digital photographs that clearly identify the service address.
  - b. Citation of:
    - i. Number of total yards setout.
    - ii. Number of overage yards.
    - iii. Number of units attributed to the setout.
4. For 2-4 unit residences, if WMAC services the scheduled collection and there is more bulky waste than was scheduled (e.g., 2 units of a 4-plex are scheduled [eligible for 6 cubic yards], and 8 cubic yards is setout), WMAC will collect all bulky waste set out from the address and send a notice to the owner/manager (entity at billing address) explaining that WMAC has collected the material and the customer's account will be noted as receiving 2 cubic yards of additional annual bulky waste collection (toward the total of 12 cubic yards for a 4-plex).

#### **G. Public Education and Community Outreach**

1. Program notification literature will be developed and mailed first class directly to eligible customers, both billing address (property owner/manager) and service address (resident/tenant), including each unit of 2-4 unit residences. Mailing will:
  - a. Be developed by WMAC in conjunction with the City.
  - b. Describe the program and how to participate.
  - c. Be mailed by January 16, 2004.
2. WMAC shall mail Program Reminder Notices to all eligible customers:
  - a) All eligible service addresses shall receive reminder notices, including non-owner residents.
  - b) WMAC may notify owners via bill inserts.
  - c) WMAC may, at its discretion, stagger the timing of the Reminder Notices between the months of May and September, to balance the scheduling of appointments during the remaining program year.

3. The following public education materials will be developed by WMAC in conjunction with the City and used to notify eligible customers:
  - a. Program notification literature (described in Section G. 1)
  - b. Appointment Confirmation Notice/Program brochure (described in Section C. 3)
  - c. Program Reminder Notice (described in Section G. 2)
  - d. Non-Collection Notice(s) for items that were not collected due to:
    - Unacceptable items set out
    - Hazardous waste set out
    - Any improperly set out recyclable items that were collected but could not be recycled and may be subject to overage charge
4. A follow-up survey of customer awareness and satisfaction for the bulky waste collection program will be conducted in August 2004. Its design will be developed by WMAC in conjunction with the City.
5. Non-Collection Notices are an integral part of the Public Education and Community Outreach component of this program and will be used by WMAC in every instance when an item set out for collection in this program is not collected.
6. All program literature will be provided in English with phone numbers for Spanish, Vietnamese, and Chinese language translation services. The City may change the languages listed herein to comply with the City's Equal Access Program requirements.

#### H. Statistical Reporting

1. WMAC will provide monthly and annual statistical information on the Program data in a format acceptable to the City:
  - a. Number of accounts (by route and aggregate [Citywide])
  - b. Number of participants (by route and aggregate)
  - c. Participation rate (by route and aggregate)
  - d. Number of customer set outs of greater than 3 cubic yards (by route and aggregate)
  - e. Number of Non-Collection Notices (aggregate only)
  - f. Quantity in tons of program material landfilled after being processed through Davis Street Transfer Station (DSTS) Material Recovery Facility (MRF) (see H.2.c.)
  - g. Quantity in tons of program material diverted from landfill for recycling as calculated from (see H.2.c.):
    - Gross payload weight only from flatbed or other vehicles used to collect loads of 100% recyclable items
    - Material recovered for recycling after being processed through DSTS MRF
  - h. Item counts only for Large appliances, CRT electronics (televisions, computer monitors), Computer CPUs, Tires, Mattresses .
2. WMAC will also provide:
  - a. Each month, for each route, the participation rates for 2004 (running year-to-date), 2003, 2002.
  - b. Each month the number of scheduled pick-ups and (separately) the number of unscheduled set outs and ineligible multi-family set outs collected for 2004 (running year-to-date); the number of 'no-show' addresses (where no materials are set out on scheduled collection day).

- c. Quarterly statistical data on recovery rates (tons) and material types (item count only) recovered from this program including a statistically significant method to quantify recovery from loads delivered to and processed at DSTS MRF (see H.1.g.). Methodology to be developed with and approved by City.
- d. Monthly average of number of business days from the customer's calling to schedule, to the actual pick-up appointment

#### **I. Non Compliant Set Outs**

1. The transition to an on-call program is likely to result in instances where residents who have not made appointments for service will set out their bulky waste when they observe the set out of a neighbor who did make an appointment. In such instances WMAC will:
  - a. Collect all set outs from addresses on either side of the same block of scheduled set outs.
  - b. Send a notice to the property owner and resident(s), accompanied by a digital photograph of the set out that clearly identifies the service address, explaining that WMAC has collected the material and that the property owner's account will be noted as receiving bulky waste collection.
2. WMAC will pick up all setouts at ineligible addresses, including but not limited to multi family residences and single family residences not subscribing to garbage service, and may bill the property owner for services performed. For all billed charges WMAC will document, forward immediately to the customer, and make available to the City:
  - c. Digital photographs that clearly identify the service address.
  - d. Citation of the number of total cubic yards collected.
3. WMAC will work closely with the City Inspections Unit of Building Services Division (CEDA Code Enforcement) and with the Public Works Agency Maintenance Services Division to ensure that all non-compliant set outs are promptly identified and proper notification is promptly made (see Attachment B). It is the intention of this agreement that WMAC operations personnel in the field who observe non-compliant set outs and potential illegal dump sites will immediately report these to the appropriate contacts at WMAC and at the City, so that disposition of the set out can be determined and appropriate action can be taken without delay. Non-compliant set outs include, but are not limited to:
  - a. Set outs that were placed at the curb prior to one (1) day before scheduled service date.
  - b. Set outs partially picked up by WMAC with non-acceptable items left at curb.
  - c. Set outs not collected by WMAC that were made with out a scheduled appointment.
  - d. Any set out that WMAC personnel observe that might be illegal dumping.

#### **J. Notification to the City of Oakland**

1. WMAC will send a list of each week's scheduled bulky collection appointments no later than 12 noon on the Friday prior to the collection week, to designated City contacts (see Attachment B).
2. WMAC will have an internal system to confirm whether or not every scheduled set out is actually collected on its scheduled collection day. WMAC will report to the City all set outs that are determined to have been missed, via telephone/voicemail and email no later than 8:00 AM on the day following the scheduled appointment (see Attachment B). All such missed collection appointments must be picked up by 5:00 PM the following calendar day,

and WMAC will also contact the customer to assure the customer that recovery of the missed pick-up will occur in this timeframe.

3. WMAC will notify the City of any scheduled set out that is not collected in its entirety, due to non-acceptable materials, or for any reason, on the scheduled day. Notification will be made to designated contact(s) via NEXTEL at the time the material is rejected for collection and a Non-Collection Notice is written, and via telephone/voicemail and email no later than 8:00 AM on the day following the scheduled appointment (see Attachment B).

**K. Collection and Processing**

In order to help meet the City's goal of 75% waste diversion by 2010 WMAC will deliver all loads to DSTS for recycling:

1. Source-separated loads of all-recyclable items will be delivered for processing at DSTS recycling operations and shall be weighed (net payload weight only) to determine diversion tonnage.
2. Co-mingled loads containing both recyclable and non-recyclable items will be delivered to the DSTS MRF for processing and shall be weighed (net payload weight only). A statistically significant method to quantify recovery from loads delivered to and processed at the MRF will be employed at a minimum twice per program year (per Section H.2.c.).
3. No loads will be delivered to the DSTS pit for disposal.
4. All landfill diversion tonnage from the program shall be credited to City of Oakland.

Attachment A  
Preparation of Acceptable Recyclable Items

1. Items may be set out no earlier than one (1) day prior to scheduled appointment and no later than 6 a.m. of the scheduled pickup day.
2. Items must be grouped by material:
  - Separate bulky items
  - Place large metal appliances, tires, mattresses, and electronic items in distinct groups for efficient collection and recycling
  - All metal and or plastic containers that materials are set out in will be emptied and returned to the curb by WMAC unless customer communicates otherwise.
  - Citations may be issued and fees assessed to property owner if program rules are not followed.
3. Lumber, carpet and similar items must be tied in bundles no longer than 4 feet long
4. Large metal appliances:
  - Remove doors from refrigerators for safety
  - Tape shut doors and drawers of stoves, dishwashers, etc.
5. Scrap metal:
  - Place small items in boxes
  - Tie larger items in bundles no longer than 4 feet long
6. Yard trimmings:
  - Place loose trimmings in paper bags (pub ed literature to advise customers that 32-gallon paper yard trimming bags are typically available at local hardware stores)
  - Place in own container – up to 32-gallon (WMAC will return empty metal and/or plastic containers to curb)
  - Unpainted wood can be recycled with yard trimmings (no plywood, no pressure-treated lumber)
  - Tie larger items in bundles no longer than 4 feet long
  - YARD TRIMMINGS SET OUT IN PLASTIC BAGS CANNOT BE RECYCLED, AND WILL BE COUNTED TOWARD:
    - a. THE 3 CUBIC YARDS OF DISPOSAL
    - b. OVERAGE CHARGES if applicable
7. Electronic items:
  - CRT electronics (televisions, computer monitors) and computer CPUs

Attachment B  
Notification to the City of Oakland of Non-Collection

Notification list for Section I. 3.:

Name	Department	Phone/NEXTEL	Send to
<i>tbd</i>	PWA/Maintenance		(fax ? Email?)
<i>tbd</i>	PWA/Maintenance		(fax ? Email?)
<i>tbd</i>	Litter Enforcement Officer		(fax ? Email?)
John Stewart	CEDA		<a href="mailto:jstewart@oaklandnet.com">jstewart@oaklandnet.com</a>

Notification list for Section J. 1. - 3.:

Name	Department	Phone/NEXTEL	Send to
Jocelyn Combs	CEDA		<a href="mailto:jcombs@oaklandnet.com">jcombs@oaklandnet.com</a>
John Stewart	CEDA		<a href="mailto:jstewart@oaklandnet.com">jstewart@oaklandnet.com</a>
Mark Gagliardi	PWA/ESD		<a href="mailto:mgagliardi@oaklandnet.com">mgagliardi@oaklandnet.com</a>
Peter Slote	PWA/ESD		<a href="mailto:pslote@oaklandnet.com">pslote@oaklandnet.com</a>
Laurie Stoerkel	PWA/ESD		<a href="mailto:lstoerkel@oaklandnet.com">lstoerkel@oaklandnet.com</a>
<i>tbd</i>	PWA/Maintenance		<i>tbd</i>
<i>tbd</i>	PWA/Maintenance		<i>tbd</i>
<i>tbd</i>	Litter Enforcement Officer		<i>tbd</i>

Contact information in this attachment subject to change. WMAC shall use updated contact information as provided by City.

**EXHIBIT B**

Tech High - 45th to 49th Street from Telegraph to Broadway (multiple sites)

McClymonds - 26th to 28th Street  
Also: store @ 26th / Market

Lowell - Market & 14<sup>th</sup>  
West Lake - Harrison & 27th

Bret Harte - 3700 Coolidge  
Also: street can @ corner of MacArthur and Coolidge

Castlemont High School- 8601 MacArthur

Howard Elementary School- 8755 Fontaine

Allendale School- 2 cans on the school side, one at Penniman Av. and Viola St. and Penniman Av. between Abbey St. and Short St.

**MM-1 Resolution No. 77962**  
**C.M.S. dated July 15, 2003**

FILE COPY

Exhibit MM-1

OAKLAND CITY COUNCIL

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

RESOLUTION NO. 77962 C.M.S.

*A. F. ...*  
**REVISED**

~~2003 AUG -7 PM 2:14~~

**RESOLUTION AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE THREATENED LITIGATION BY WASTE MANAGEMENT OF ALAMEDA COUNTY (WMAC) AGAINST THE CITY OF OAKLAND PURSUANT TO WHICH SERVICES TO OAKLAND RESIDENTS WILL BE INCREASED AND A RATE INCREASE WILL BE GRANTED**

**WHEREAS:** the East Bay Regional Park District has agreed to improve the Bay Trail along the Tidewater;

**WHEREAS:** the Waste Management of Alameda County will increase pick ups around schools in each of the City Council districts;

**RESOLVED:** That the City Attorney is authorized and directed to compromise and settle the threatened case of Waste Management of Alameda County vs. City of Oakland, by entering into a settlement agreement with WMAC which shall provide as follows:

- 1) Waste Management rate payers in the City of Oakland will begin paying the \$1.25 fee required by Alameda County Conditional Use Permit 5512 beginning July 1, 2003;
- 2) WMAC will absorb \$.25 of the \$1.25 total Alameda County mandated Conditional Use Permit 5512 fees for the entire past period of the implementation of said \$.25 fee. Such absorption will come to an end on July 1, 2003;
- 3) The \$1.00 portion of the county mandated fee, which would have been implemented by July 1, 2000, will be forgiven for the period July 1, 2000 to January 1, 2002;
- 4) Waste Management ratepayers in the City of Oakland will pay the \$1.00 portion of the county mandated \$1.25 fee for the period beginning January 1, 2002 and ending July 1, 2003. Payment of this sum will be amortized, without any interest charges, over the remaining balance of WMAC's residential refuse franchise agreement with the City of Oakland;
- 5) WMAC will implement an on-call bulky waste pick-up service within the City of Oakland effective upon resolution of this matter; and
- 6) WMAC will provide Saturday collection service along International Boulevard and Telegraph Avenue effective immediately upon resolution of this matter.

**FURTHER RESOLVED:** That the City Attorney is further authorized and directed to take whatever steps may be necessary to effect said settlement.

IN COUNCIL, OAKLAND, CALIFORNIA, JUL 15 2003, 2003

PASSED BY THE FOLLOWING VOTE:

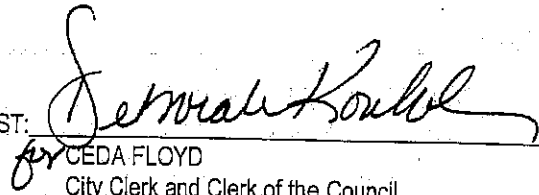
AYES- BROOKS, BRUNNER, CHANG, NADEL, QUAN, REID, WAN AND PRESIDENT DE LA FUENTE -8

NOES- 0

ABSENT- 0

ABSTENTION- 0

ATTEST:

  
CEDA FLOYD

City Clerk and Clerk of the Council  
of the City of Oakland, California

309013.1

**NN. Ordinance No. 11820 C.M.S.  
Authorizing Franchise Agreement**

*Mark P. Wald*  
CITY ATTORNEY

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_

ORDINANCE NO. 11820 C. M. S.ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT  
FOR SOLID WASTE AND YARD WASTE COLLECTION AND  
DISPOSAL SERVICES WITH WASTE MANAGEMENT OF  
ALAMEDA COUNTY, INC.; AND ESTABLISHING RATES  
AND PROCEDURES TO ADJUST THE RATES

WHEREAS, on November 21, 1978 the City of Oakland, a municipal corporation, hereinafter referred to as ("City") and Oakland Scavenger Company entered into a twenty-five (25) year exclusive franchise agreement for the collection, removal and disposal of refuse in the City of Oakland; and

WHEREAS, on February 22, 1983 the City and Oakland Scavenger Company entered into a supplemental agreement for the emptying of street litter containers; and

WHEREAS, on February 1, 1993 the City and Oakland Scavenger Company entered into a five (5) year agreement for the collection, processing and marketing of residential recyclable materials; and

WHEREAS, on October 21, 1993 Oakland Scavenger Company changed its name to Waste Management of Alameda County, Inc., a California corporation, hereinafter referred to as ("Contractor") and continues to provide refuse and residential recycling service in the City of Oakland; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("AB 939") Division 30 of the California Public Resources Code, commencing with Section 40000, declares that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, AB 939 requires California cities to reduce waste disposal by 25% by 1995 and 50% by 2000; and

WHEREAS, the City intends to comply with the requirements of AB 939 for the diversion of waste from landfill disposal, and to effectuate the City's own waste reduction strategy; and

WHEREAS, the City wishes to maximize cost effective waste reduction, recycling and composting both in order to comply with AB 939 and to promote resource conservation; and

WHEREAS, Yard Waste represents a large potential contribution to waste diversion in the City if it is separated from Solid Waste and diverted from disposal; and

WHEREAS, the City wishes to provide for sanitary, efficient and cost-effective Solid Waste and Yard Waste collection and disposal services within its jurisdiction; and

WHEREAS, the public health, safety and welfare in the City require that the collection, transportation over City streets, and ultimate disposition of Solid Waste, Yard Waste and components thereof, be closely regulated and monitored by the City; and

WHEREAS, the most efficient and effective means of providing Yard Waste collection services in the City is through an exclusive franchise with the provider of Solid Waste collection services for the City; and

WHEREAS, the City Council of the City of Oakland has determined that it is necessary to enter into an exclusive franchise in order to provide Solid Waste and Yard Waste collection and disposal services while maintaining the necessary controls over such factors as charges and fees, frequency and means of collection, use of City streets for transport and performance of recycling and composting services; and

WHEREAS, the City has the right under its police power to make provisions for Solid Waste handling, collection and disposal in a manner that the governing body deems appropriate, including the award, without competitive bidding, of partially or wholly exclusive franchises; and

WHEREAS, the City has the authority, pursuant to City Charter Section 1000, to grant or issue franchises for the transaction of business, providing of services or for the use of public streets or other public places, and to assess fees or other compensation to be paid therefor and the penalties for violations thereof; and

WHEREAS, Public Resources Code sections 40059 and 49300 currently state that the local governing body has the authority to make provisions for solid waste handling, collection and disposal in a manner that the governing body deems appropriate, including the award, without competitive bidding, of partially or wholly exclusive franchises by resolution or ordinance; and

WHEREAS, Contractor has represented and warranted to the City that it has the experience, responsibility, and qualifications to conduct Yard Waste programs and to arrange with residents and other entities in the City for the collection, safe transport and sale of Yard Waste, and the collection, safe transport and safe disposal of Solid Waste, (some of which may inadvertently contain hazardous materials), the City Council determines and finds that the public interest, health, safety and welfare would be best served if Contractor were to make arrangements with residents and other entities to perform these services; and

WHEREAS, the City and Contractor agree to terminate the Franchise Agreement dated November 21, 1978 and the Street Litter Container Supplemental Agreement dated February 22, 1983 and enter into this new Agreement in order to meet the AB 939 goals and provide expanded and more cost effective Solid Waste handling services: and

WHEREAS, the City and Contractor agree to automatically terminate the Residential Recycling Services Agreement, as amended, upon its integration with this Agreement and the parties agree to make a reasonable good faith effort to integrate the agreements by June 30, 1996; and

WHEREAS, the new integrated agreement will thereafter be known as the Franchise Agreement for Integrated Solid Waste Management Services; and

WHEREAS, the City Council finds and determines that the requirements of the California Environmental Quality Act ("CEQA") of 1970, the Guidelines as prescribed by the Secretary for Resources, and the provisions of the Environmental Review Regulations of the City of Oakland have been satisfied, and this action on the part of the City Council is exempt from CEQA pursuant to Public Resources Code section 21080(b)(8), CEQA Guidelines section 15273, CEQA Guidelines section 15308, CEQA Guidelines section 15061(b)(3), or CEQA Guidelines section 15301; and

WHEREAS, each of the foregoing provides a separate and independent basis for an exemption and when viewed collectively provides an overall basis for an exemption, as further described and explained in the accompanying July 18, 1995 City Manager report to the City Council, incorporated herein by reference as if fully set forth herein.

NOW THEREFORE THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1. The Council does hereby find and declare that the above recitals are true and correct and that the award of a Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services is for a proper public purpose, is in the public interest, convenience, and welfare, and is for the common benefits of the inhabitants of the City.

Section 2. The City Manager is authorized to negotiate and execute the Franchise Agreement on behalf of the City, subject to the review and approval of the City Attorney.

Section 3. The City Manager is authorized to conduct all negotiations and execute all documents including but not limited to Franchise Agreement amendments, modifications, notices, and related actions which may be necessary and consistent with the basic intent and purpose of the Franchise Agreement, except rate adjustments which shall be in accordance with the Oakland Municipal Code.

Section 4. In consideration of the special franchise right granted by the City to Contractor to transact business, provide services, use the public street and/or other public places, and to operate a public utility for Solid Waste and Yard Waste collection services, Contractor shall remit a monthly franchise fee payment to the City. From the effective date of the Franchise Agreement through December 31, 1995, Contractor shall pay the City a franchise fee of six and one-half percent (6.5%) of gross revenues less City fees. For the period of January 1, 1996 through June 30, 1999, Contractor shall pay to the City a monthly franchise fee of \$305,000 (\$3,660,000 per annum). Commencing July 1, 1999, and thereafter throughout the remainder of the term of the Franchise Agreement, the monthly franchise fee of \$305,000 required to be remitted by Contractor shall be adjusted by the annual Consumer Price Index adjustment granted Contractor pursuant to the Franchise Agreement.

Section 5. From the effective date of the Franchise Agreement through December 31, 1995, Contractor shall pay City fees based upon the methodology for submitting City fees currently in existence between the City and Contractor. For the period of January 1, 1996 through June 30, 1999, Contractor shall remit to the City a monthly payment of \$1,041,000 (\$12,492,000 per annum) and the City shall use said funds for certain programs (We Mean Clean and Clean Oakland - \$9,222,000; Household Hazardous Waste - \$120,000; Recycling - \$3,150,000). Historically the fees collected for the identified programs have not, and do not, completely cover the entire cost of providing the programs. Future fees collected will not completely cover the cost of existing and/or future programs. Commencing July 1, 1999, and thereafter throughout the remainder of the term of the Franchise Agreement, the monthly City fees of \$1,041,000 required to be remitted by Contractor shall be adjusted by the annual Consumer Price Index adjustment granted Contractor pursuant to the Franchise Agreement.

**NN-1 Ordinance No. 12421 C.M.S.  
dated June 11, 2002**

**FILE COPY**

Exhibit NN-1

OFFICE OF THE CITY CLERK  
OAKLAND 12421

APPROVED AS TO FORM AND LEGALITY

INTRODUCED BY COUNCILMEMBER

02 JUN 26 PM 1:25

  
CITY ATTORNEY

## AMENDMENT TO ORDINANCE NO. 11820 C.M.S.

WHEREAS, Ordinance No. 11820 C.M.S. was adopted on July 25, 1995 to enter into a Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services with Waste Management of Alameda County, Inc. (WMAC); and Establish Rates and Procedures to Adjust the Rates; and

WHEREAS, the City and WMAC entered into a Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services (Franchise Agreement) dated December 1, 1995; and

WHEREAS, the City and WMAC entered into a Supplemental Agreement dated December 2, 1995, and the First Amendment to Supplemental Agreement dated July 1, 1996; and

WHEREAS, the City and WMAC entered into First Amendment to Franchise Agreement dated October 1, 1997, Second Amendment to Franchise Agreement dated March 1, 1998; Third Amendment to Franchise Agreement dated March 1, 1999, and Fourth Amendment to Franchise Agreement dated December 6, 1999; and

WHEREAS, Section 8.3.4 of the Franchise Agreement allows for the City to increase City Fees for the We Mean Clean, Household Hazardous Waste and Recycling program activities, at its sole discretion and obligates the City to increase Rates to generate a sufficient amount of revenue to cover the increased City Fees; and

WHEREAS, the City wishes to increase garbage rates by 3.17% to generate approximately \$2, million annually for 1720 -the We Mean Clean - Comprehensive Cleanup Fund, which provides revenue for the Litter Enforcement and Roving Clean-up Program, and part of the We Mean Clean program activities; and

WHEREAS, the budget for the use of the revenues that will be generated by this increase is included in the Council Agenda Report that accompanied the adoption of this Ordinance; and

WHEREAS, the Franchise Agreement identifies the We Mean Clean program, which currently includes the Litter Enforcement and Roving Cleanup Crew components of the City's enhanced beautification program, that seeks to clean-up and beautify targeted areas throughout the City in which residents and business owners generate garbage and other solid waste; and

WHEREAS, the City Council must Amend Ordinance No. 11820 C.M.S. to authorize an increase of the City Fees; and

WHEREAS, the City Council must Amend Ordinance No. 11820 C.M.S. to increase garbage Rates to generate a sufficient amount of revenue to cover the increased City Fees; and

WHEREAS, the O.M.C. Section 8.28.020 C. allows the City Council to adjust the Rates for Non-Consumer Price Index in the exercise of its legislative discretion; and

WHEREAS, this Ordinance has been duly processed with proper public notice; and

WHEREAS, the City Council has conducted legally noticed public hearings and has provided interested parties an opportunity to be heard on these issues; and

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:  
SECTION 1

Ordinance 11820 C.M.S. Section 5 is amended to provide:

- (1) WMAC is duly authorized to increase the annual rate that its customers are charged by 3.17% effective July 1, 2002 in order to increase the payment of City fees to the City of Oakland for the We Mean Clean - Comprehensive Cleanup Program.
- (2) WMAC is required to pass through to the City the \$2 million in revenue generated by the 3.17% increase in the garbage Rates for FY 2002-03.
- (3) The additional \$2 million in revenue shall be remitted to the City Fund 1720 in 12 equal payments following procedures contained in Section 8.3.4 of the Franchise Agreement.
- (4) For future years WMAC is required to pass through to the City 3.17%, compounded annually by future total annual rate adjustments, of the total revenue generated by Rates in the immediately preceding fiscal year, which shall be remitted to the City Fund 1720 pursuant to Section 8.3.4 of the Franchise Agreement.

SECTION 2

This Amendment will take effect immediately upon its final passage by the City Council.

SECTION 3

The City Council finds and determines that:

- (a) This Amendment is necessary to protect the public health, safety, and welfare;
- (b) The foregoing recitals are true and correct and are an integral part of this Amendment.

Introduction Date: **MAY 21 2002**

IN COUNCIL, OAKLAND, CALIFORNIA, JUN 11 2002

PASSED BY THE FOLLOWING VOTE:


AYES - BRUNNER, CHANG, MAYNE, NADEL, REID, SPEES, WAN AND PRESIDENT DE LA FUENTE - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST

  
CEDA FLOYD  
City Clerk and Clerk of the Council  
of the City of Oakland, California

**NN-2 Ordinance No. 12499 C.M.S.  
dated May 29, 2003**

**FILE COPY**

Exhibit NN-2

APPROVED AS TO FORM AND LEGALITY

**12499**

*[Signature]*  
OFFICE OF THE CITY ATTORNEY  
OAKLAND

2003 MAY 22 PM 4:27

**AMENDMENT TO ORDINANCE NO. 11820 C.M.S.  
INCREASING CITY FEES BY 5.34 PERCENT PAID BY WASTE  
MANAGEMENT OF ALAMEDA COUNTY TO THE CITY OF OAKLAND  
AND INCREASING BY 5.34 PERCENT RATES CHARGED FOR SOLID  
WASTE COLLECTION AND DISPOSAL EFFECTIVE JULY 1, 2003**

WHEREAS, Ordinance No. 11820 C.M.S. was adopted on July 25, 1995 to enter into a Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services with Waste Management of Alameda County, Inc. (WMAC); and establish rates and procedures to adjust the rates; and

WHEREAS, the City and WMAC entered into a Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services (Franchise Agreement) dated December 1, 1995; and

WHEREAS, the City and WMAC entered into a Supplemental Agreement dated December 2, 1995, and the First Amendment to Supplemental Agreement dated July 1, 1996; and

WHEREAS, the City and WMAC entered into First Amendment to Franchise Agreement dated October 1, 1997, Second Amendment to Franchise Agreement dated March 1, 1998; Third Amendment to Franchise Agreement dated March 1, 1999, and Fourth Amendment to Franchise Agreement dated December 6, 1999; and

WHEREAS, the Section 8.28.020 of the Oakland Municipal Code allows the City Council to adjust the Rates for Non-Consumer Price Index in the exercise of its legislative discretion; and

WHEREAS, Section 8.28.080 of the Oakland Municipal Code allows for the City to attach a surcharge on solid waste fees collected by the collector to compensate the City for some or all of the costs of programs to clean up litter and illegal dumping on public streets and rights-of-way; and

WHEREAS, Section 8.3.4 of the Franchise Agreement obligates the City to increase garbage rates to generate a sufficient amount of revenue to cover any increase in fees remitted to the City; and

WHEREAS, the City wishes to increase the rates by 5.34% to generate approximately \$3,500,000 annually for the Comprehensive Clean-up Fund, which currently supports comprehensive clean-up activities such as street sweeping, sidewalk cleaning, litter enforcement, and illegal dumping abatement; and

WHEREAS, the additional \$3,500,000 in revenues to the Comprehensive Clean-up Fund will be used to support existing comprehensive clean-up activities, as well as litter removal along street medians and the frontage of park space; and

WHEREAS, the City's program of Solid Waste and Yard Waste Collection and Disposal Services includes various activities that seek to clean-up areas in the City in which residents and business owners generate garbage and other solid waste; and

WHEREAS, the City Council must amend Ordinance No. 11820 C.S.M. to authorize an increase of the City fees; and

WHEREAS, the City Council must amend Ordinance No. 11820 C.S.M. to increase the garbage rates to generate a sufficient amount of revenue to cover the increased City fees; and

WHEREAS, this Ordinance has been duly processed with proper public notice; and

THEREFORE, THE CITY COUNCIL FOR THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

#### SECTION 1

Ordinance 11820 C.S.M Section 5 is amended to provide that:

- (1) WMAC is duly authorized to increase the annual rate that its customers are charged by 5.34% beginning July 1, 2003 in order to increase the payment of City fees to the City of Oakland.
- (2) WMAC is required to pass through to the City the \$3,500,000 in revenue generated by the 5.34% increase in the rate for FY 2003-04.
- (3) The additional revenue generated shall be remitted to the City in twelve equal payments following procedures contained in Section 8.3.4 of the Franchise Agreement.
- (4) For future years WMAC is required to pass through to the City 5.34%, compounded annually by future total annual rate adjustments, of the total revenue generated by rates in the immediately preceding fiscal year, which shall be remitted to the City pursuant to Section 8.3.4 of the Franchise Agreement.

#### SECTION 2

This Amendment will take effect immediately upon its adoption by the City Council.

#### SECTION 3

The City Council finds and determines that:

- (a) This amendment is necessary to protect the public health, safety, and welfare;
- (b) The foregoing recitals are true and correct and are an integral part of this Amendment.

Introduction Date:

**MAY 29 2003**

IN COUNCIL, OAKLAND, CALIFORNIA, June 5, 2003

PASSED BY THE FOLLOWING VOTE:

AYES -

**BROOKS, BRUNNER, CHANG,**

NOES -

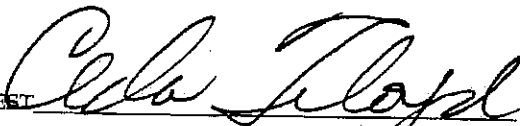
**NADEL, REID, QUAN, WAN**

ABSENT -

**AND PRESIDENT DE LA FUENTE - 8**

ABSTENTION -

ATTEST



**CEDA FLOYD**

City Clerk and Clerk of the Council  
of the City of Oakland, California

**NN-3 Ordinance No. 1252 C.M.S.  
dated July 29, 2003**

FILE COPY

APPROVED AS TO FORM AND LEGALITY

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

Exhibit NN-3

12524

*[Signature]*  
CITY ATTORNEY

2003 JUL 31 PM 1:29

**AMENDMENT TO ORDINANCE NO. 11820 C.M.S.  
INCREASING RATES CHARGED FOR SOLID WASTE COLLECTION  
AND DISPOSAL BY \$1.25 PER TON FOR THE PERIOD BEGINNING  
JULY 1, 2003, AND \$1.00 PER TON FOR THE PERIOD JANUARY 1,  
2002 TO JULY 1, 2003**

WHEREAS, the City has compromised and settled the threatened case of Waste Management of Alameda County v. City of Oakland by entering into a settlement agreement setting forth the terms of this ordinance; and

WHEREAS, the Section 8.28.020 of the Oakland Municipal Code allows the City Council to adjust the Rates for Non-Consumer Price Index in the exercise of its legislative discretion; and

WHEREAS, the East Bay Regional Park District has agreed to improve the Bay Trail along the Tidewater;

WHEREAS, the Waste Management of Alameda County will increase pick ups around schools in each of the City Council districts;

WHEREAS, this Ordinance has been duly processed with proper public notice; and

THEREFORE, THE CITY COUNCIL FOR THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

**SECTION 1**

- (1) For the period beginning July 1, 2003, WMAC rate payers in the City of Oakland will pay the \$1.25 per ton fee required by Alameda County Conditional Use Permit 5512;
- (2) For the period beginning January 1, 2002 and ending July 1, 2003, WMAC ratepayers in the City of Oakland will pay the \$1.00 per ton portion of the county mandated \$1.25 per ton fee. Payment of this sum will be amortized, without any interest charges, over the remaining balance of WMAC's residential refuse franchise agreement with the City of Oakland.
- (3) The Director of Public Works or her designee shall calculate and file a copy of the adjusted rates in the Office of the City Clerk.

**SECTION 2**

This Amendment will take effect immediately upon its adoption by the City Council.

**Introduction Date:**

IN COUNCIL, OAKLAND, CALIFORNIA

**JUL 29 2003**

**JUL 15 2003**

**PASSED BY THE FOLLOWING VOTE:**

**BROOKS, BRUNNER, CHANG,  
NADEL, REID, QUAN, WAN  
AND PRESIDENT DE LA FUENTE -8**

309731  
July 30, 2003

*[Signature]*  
City Clerk  
City of Oakland

*A. Foyden*

OFFICE OF THE CITY CLERK  
OAKLAND  
03 JUL 10 PM 11:00  
**AMENDMENT TO ORDINANCE NO. 11820 C.M.S.  
INCREASING RATES CHARGED FOR SOLID WASTE  
COLLECTION AND DISPOSAL BY \$1.25 PER TON FOR THE  
PERIOD BEGINNING JULY 1, 2003, AND \$1.00 PER TON FOR THE  
PERIOD JANUARY 1, 2002 TO JULY 1, 2003**

**NOTICE AND DIGEST**

This Ordinance authorizes Waste Management of Alameda County (WMAC) to increase rates to WMAC rate payers as follows:

- (1) For the period beginning July 1, 2003, WMAC rate payers in the City of Oakland will pay the \$1.25 per ton fee required by Alameda County Conditional Use Permit 5512;
- (2) For the period beginning January 1, 2002 and ending July 1, 2003, WMAC ratepayers in the City of Oakland will pay the \$1.00 per ton portion of the county mandated \$1.25 per ton fee. Payment of this sum will be amortized, without any interest charges, over the remaining balance of WMAC's residential refuse franchise agreement with the City of Oakland.

The Director of Public Works or her designee shall calculate and file a copy of the adjusted rates in the Office of the City Clerk.

Ordinance amending Ordinance number 11820 C.M.S. increasing rates charged for solid waste collection and disposal by \$1.25 per ton for the period beginning July 1, 2003 and by \$1.00 per ton for the period January 1, 2002 to July 1, 2003

**NOTICE AND DIGEST**

This Ordinance authorizes Waste Management of Alameda County (WMAC) to increase rates to WMAC rate payers as follows:

- (1) For the period beginning July 1, 2003, WMAC rate payers in the City of Oakland will pay the \$1.25 per ton fee required by Alameda County Conditions Use Permit 5512;
- (2) For the period beginning January 1, 2002 and ending July 1, 2003, WMAC ratepayers in the City of Oakland will pay the \$1.00 per ton portion of the county mandated \$1.25 per ton fee. Payment of this sum will be amortized, without any interest charges, over the remaining balance of WMAC's residential refuse franchise agreement with the City of Oakland.

The Director, Public Works Agency, or her designee shall calculate and file a copy of the adjusted rates in the Office of the City Clerk.

**Notice of Publication**

This Ordinance was introduced at the City Council meeting, Tuesday evening July 15, 2003, and passed to print 8 Ayes. Hearing on final adoption has been scheduled for the City Council meeting Tuesday evening July 29, 2003, 6:00 p.m., at One Frank H. Ogawa Plaza, Council Chambers, on the third floor in Oakland, California.

Three full copies are available for use and examination by the public in the Office of the City Clerk at One Frank H. Ogawa Plaza, 1st floor, Oakland, California.

**CEDA FLOYD, City Clerk**

The Oakland Tribune, #261036  
July 26, 2003

# Oakland Tribune

1000 13th Street  
Oakland, CA 94612  
Legal Advertising  
(800) 595-9595 opt.4

CITY OF OAKLAND  
1 FRANK OGAWA PLAZA, 2ND FLOOR (CITY  
HALL), ATTN: DENISE VEJMOLA  
OAKLAND CA 94612

## PROOF OF PUBLICATION

FILE NO.

In the matter of

### NOTICE AND DIGEST

The Oakland Tribune

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the Legal Advertising Clerk of the printer and publisher of The Oakland Tribune, a newspaper published in the English language in the City of Oakland, County of Alameda, State of California.

I declare that The Oakland Tribune is a newspaper of general circulation as defined by the laws of the State of California as determined by this court's order, dated December 6, 1951, in the action entitled In the Matter of the Ascertainment and Establishment of the Standing of The Oakland Tribune as a Newspaper of General Circulation, Case Number 237798. Said order states that "The Oakland Tribune is a newspaper of general circulation within the City of Oakland, and the County of Alameda, and the State of California, within the meaning and intent of Chapter 1, Division 7, Title 1 [§§ 6000 et seq.], of the Government Code of the State of California. "Said order has not been revoked, vacated, or set aside.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

7/26/03

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Public Notice Advertising Clerk

Legal No.

0000261036

Ordinance amending Ordinance number 11820 C.M.S. increasing rates charged for solid waste collection and disposal by \$1.25 per ton for the period beginning July 1, 2003 and by \$1.00 per ton for the period January 1, 2002 to July 1, 2003

#### NOTICE AND DIGEST

This Ordinance authorizes Waste Management of Alameda County (WMAC) to increase rates to WMAC rate payers as follows:

(1) For the period beginning July 1, 2003, WMAC rate payers in the City of Oakland will pay the \$1.25 per ton fee required by Alameda County Conditions Use Permit 5512;  
(2) For the period beginning January 1, 2002 and ending July 1, 2003, WMAC ratepayers in the City of Oakland will pay the \$1.00 per ton portion of the county mandated \$1.25 per ton fee. Payment of this sum will be amortized, without any interest charges, over the remaining balance of WMAC's residential refuse franchise agreement with the City of Oakland.

The Director, Public Works Agency, or her designee shall calculate and file a copy of the adjusted rates in the Office of the City Clerk.

#### Notice of Publication

This Ordinance was introduced at the City Council meeting, Tuesday evening July 15, 2003, and passed to print 8 Ayes. Hearing on final adoption has been scheduled for the City Council meeting Tuesday evening July 29, 2003, 6:00 p.m., at One Frank H. Ogawa Plaza, Council Chambers, on the third floor in Oakland, California.

Three full copies are available for use and examination by the public in the Office of the City Clerk at One Frank H. Ogawa Plaza, 1st floor, Oakland, California.

CEDA FLOYD, City Clerk

The Oakland Tribune, #261036  
July 26, 2003

0112524

**NN-4 Ordinance No. 12604 C.M.S.  
dated June 25, 2004**

Exhibit NN-4

12604

APPROVED AS TO FORM AND LEGALITY

FILED  
OFFICE OF THE CLERK  
OAKLAND

2004 MAY 13 PM 4:19

CITY ATTORNEY

**REVISED**

## OAKLAND CITY COUNCIL

AMENDMENT TO ORDINANCE NO. 11820 C.M.S. INCREASING RATES CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL FOR MULTI FAMILY AND SINGLE FAMILY RATEPAYERS, INCREASING CITY FEES PAID BY WASTE MANAGEMENT OF ALAMEDA COUNTY TO THE CITY OF OAKLAND AND AUTHORIZING THE FIFTH AMENDMENT TO THE FRANCHISE AGREEMENT FOR SOLID WASTE AND YARD WASTE COLLECTION AND DISPOSAL SERVICES TO INCLUDE WEEKLY SINGLE STREAM RESIDENTIAL RECYCLING AND PROCESSING SERVICES IN THE SOUTHERN HALF OF THE CITY (\$926,000), AND CITY-WIDE WEEKLY YARD WASTE COLLECTION AND RESIDENTIAL FOOD SCRAPS RECYCLING IN AN INITIAL AMOUNT OF APPROXIMATELY \$2,031,000 PER YEAR

WHEREAS, the Council of the City of Oakland passed Resolution No. 77500 C.M.S. on October 29, 2002 which established a goal of 75% waste reduction going to landfills in alliance with the countywide 75% waste reduction goal; and

WHEREAS, Ordinance No. 11820 C.M.S. was adopted on July 25, 1995 to enter into a Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services with Waste Management of Alameda County, Inc. (WMAC); and establish rates and procedures to adjust the rates; and

WHEREAS, Section 8.28.020 of the Oakland Municipal Code allows the City Council to make Non-Consumer Price Index related rate adjustments in the exercise of its legislative discretion and to attach a surcharge on solid waste fees collected by WMAC to compensate the City for some or all of the costs of programs to reduce solid waste going to landfills; and

WHEREAS, Section 8.3.4 of the Franchise Agreement obligates the City to increase garbage rates to generate a sufficient amount of revenue to cover any increase in fees remitted to the City; and

WHEREAS, the City wishes to increase solid waste rates paid by multi-family and single-family ratepayers by 1.92% effective July 1, 2004 to generate approximately \$750,000 annually beginning July 1, 2004, and by an additional 1.92% effective July 1, 2005 to generate an additional approximately \$750,000 annually beginning July 1, 2005, for the Recycling Fund for changes to residential recycling programs, including implementing weekly citywide cart-based single stream recycling collection, in order to reduce solid waste going to landfills; and

WHEREAS, single-family residential backyard premium collection currently includes service for Solid Waste and Yard Waste carts, and implementing cart-based single stream recycling collection requires that recycling cart collection be added to residential backyard premium services and that the backyard premium surcharge be increased to cover the cost of doing so; and

WHEREAS, the City wishes to increase solid waste rates paid by single-family ratepayers by 4.02% effective July 1, 2004, and by an additional 4.02% effective July 1, 2005, in order for WMAC to increase Yard Waste collection services to single-family dwellings from bi-weekly to weekly collection services and to add Food Waste to materials collected as Yard Waste, in order to reduce solid waste going to landfills; and

WHEREAS, the City Council must amend Ordinance No. 11820 C.S.M. to authorize an increase of the City fees and to increase the garbage rates to generate a sufficient amount of revenue to cover the increased City fees and Yard Waste collection service enhancements; and

WHEREAS, the City Council finds that the services provided pursuant to the Franchise Agreement authorized hereunder are of a professional, scientific or technical nature; and

WHEREAS, the City Council finds that this Agreement shall not result in the loss of employment or salary by any person having permanent status in the competitive service; and

WHEREAS, this Ordinance has been duly processed with proper public notice;

NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

SECTION 1. Effective July 1, 2004 Ordinance 11820 C.S.M Section 5 is amended to provide that:

- (1) WMAC is duly authorized to increase the single-family residential backyard premium surcharge by 50% in order to add recycling cart collection to existing residential backyard premium services for Solid Waste and Yard Waste. Accordingly monthly backyard premium base rates, to which the total July 1, 2004 rate adjustment and all future total annual rate adjustments apply, shall be:

	Contractor Supplied Carts	Customer Supplied Cans
Mini Can Rate - 20 Gallon	\$28.82	\$25.99
35 Cart	\$34.32	\$31.49
64 Cart	\$59.76	\$56.94
96 Cart	\$85.22	\$82.38

- (2) WMAC is duly authorized to increase the annual rate that its multi-family and single-family customers are charged by 1.92% in order to increase the payment of City fees to the City of Oakland to implement weekly citywide cart-based single stream recycling collection.
- (3) WMAC is duly authorized to increase the annual rate that its single-family customers are charged by 4.02% in order to implement enhancements in Yard Waste collection services.
- (4) WMAC is required to pass through to the City the \$750,000 in revenue generated by the 1.92% increase in multi-family and single-family rates for FY 2004-05.
- (5) The additional revenues generated shall be remitted to the City in twelve equal payments following procedures contained in Section 8.3.4 of the Franchise Agreement.

SECTION 2. Effective July 1, 2005 Ordinance 11820 C.S.M Section 5 is amended to provide that:

- (1) WMAC is duly authorized to increase the annual rate that its multi-family and single-family customers are charged by an additional 1.92% in order to increase the payment of City fees to the City of Oakland to implement weekly citywide cart-based single stream recycling collection.
- (2) WMAC is duly authorized to increase the annual rate that its single-family customers are charged by an additional 4.02% in order to implement enhancements in Yard Waste collection services.
- (3) WMAC is required to pass through to the City the additional \$750,000 in revenue generated by the 1.92% increase in multi-family and single-family rates for FY 2005-06
- (4) The additional revenues generated shall be remitted to the City in twelve equal payments following procedures contained in Section 8.3.4 of the Franchise Agreement.
- (5) For future years, effective July 1, 2005, WMAC is required to pass through to the City 1.92% established July 1, 2004, compounded annually by future total annual rate adjustments, of the

08/24/2004 13:00

total revenue generated by multi-family and single-family rates in the immediately preceding fiscal year, which shall be remitted to the City pursuant to Section 8.3.4 of the Franchise Agreement.

SECTION 3. Effective July 1, 2006 Ordinance 11820 C.S.M Section 5 is amended to provide that:

- (1) For future years, effective July 1, 2006, WMAC is required to pass through to the City the additional 1.92% established July 1, 2005, compounded annually by future total annual rate adjustments, of the total revenue generated by multi-family and single-family rates in the immediately preceding fiscal year, which shall be remitted to the City pursuant to Section 8.3.4 of the Franchise Agreement.

SECTION 4. This Amendment will take effect upon the dates shown in Sections 1-3 above.

SECTION 5. The City Manager is hereby authorized and empowered to execute the Fifth Amendment to the Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services with Waste Management of Alameda County to provide weekly single stream residential recycling collection and processing services in the Southern half of the City (\$926,000); and City-wide weekly yard waste collection and residential food scraps recycling (\$2,031,000) and to approve any subsequent amendments to or extensions of said Franchise Agreement with the exception of those related to an increase in compensation for work not included in said Franchise Agreement or for increases in compensation beyond the procedures the City has set forth in the Franchise Agreement, provided that such agreements and amendments or extensions shall be approved by the City Attorney's Office and shall be filed with the City Clerk's Office.

SECTION 6. The Council establishes a base rate to be paid to WMAC of \$3.20 per household by the City which rate shall be adjusted annually by the Consumer Price Index based on the formula contained in the Franchise Agreement.

SECTION 7. A copy of the Fifth Amendment to the Franchise Agreement will be on file with the City Clerk's Office and will be approved for form and legality by the Office of the City Attorney.

SECTION 8. The City Council finds and determines that:

- (a) This amendment is necessary to protect the public health, safety, and welfare;  
(b) The foregoing recitals are true and correct and are an integral part of this Amendment.

IN COUNCIL, OAKLAND, CALIFORNIA, ~~JUNE 1, 2004~~

JUN 15 2004

PASSED BY THE FOLLOWING VOTE:

AYES - Brooks, Brunner, Chang, Nadel, Quan, Reid, Wan, De La Fuente - 8

NOES - ☒

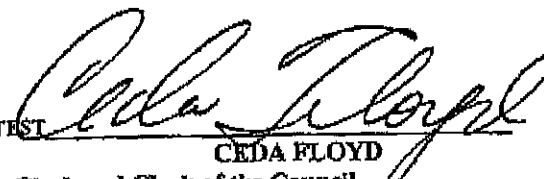
ABSENT - ☒

ABSTENTION - ☒

Introduction Date:

MAY 18 2004

ATTEST

  
CEDA FLOYD  
City Clerk and Clerk of the Council  
of the City of Oakland, California

AMENDMENT TO ORDINANCE NO. 11820 C.M.S. INCREASING RATES CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL FOR MULTI FAMILY AND SINGLE FAMILY RATEPAYERS, INCREASING CITY FEES PAID BY WASTE MANAGEMENT OF ALAMEDA COUNTY TO THE CITY OF OAKLAND AND AUTHORIZING THE FIFTH AMENDMENT TO THE FRANCHISE AGREEMENT FOR SOLID WASTE AND YARD WASTE COLLECTION AND DISPOSAL SERVICES TO INCLUDE WEEKLY SINGLE STREAM RESIDENTIAL RECYCLING AND PROCESSING SERVICES IN THE SOUTHERN HALF OF THE CITY (\$926,000), AND CITY-WIDE WEEKLY YARD WASTE COLLECTION AND RESIDENTIAL FOOD SCRAPS RECYCLING IN AN INITIAL AMOUNT OF APPROXIMATELY \$2,031,000 PER YEAR

**NOTICE AND DIGEST**

This Ordinance authorizes Waste Management of Alameda County (WMAC) to increase the annual rates charged to its multi-family and single-family customers by 1.92% effective July 1, 2004 and by an additional 1.92% effective July 1, 2005, and directs WMAC to remit the revenues resulting from both 1.92% increases in fees to the City of Oakland; and authorizes WMAC to increase the annual rates charged to its single-family customers by an additional 4.02% effective July 1, 2004 and by an additional 4.02% effective July 1, 2005.

For a 35-gallon single-family garbage container, the rate increases will result in a monthly rate of \$22.86 from \$21.58 effective July 1, 2004, and a monthly rate of 24.22 from \$22.86 effective July 1, 2005. For each multi-family unit, the rate increases will result in a monthly rate of \$18.87 from \$18.51 effective July 1, 2004, and a monthly rate of \$19.23 from \$18.87 effective July 1, 2005.

This Ordinance also authorizes WMAC to provide weekly single stream residential recycling collection and processing services in the Southern half of the City (\$926,000), and City-wide weekly yard waste collection and residential food scraps recycling in an initial amount of approximately \$2,031,000 per year.

# Oakland Tribune

c/o ANG Newspapers  
401 13th Street  
Oakland, CA 94612  
Legal Advertising  
(800) 595-9595 opt.4

CITY OF OAKLAND  
1 FRANK OGAWA PLAZA, 2ND FLOOR (CITY  
HALL)  
OAKLAND CA 94612

## PROOF OF PUBLICATION

FILE NO. 11820

In the matter of

### INCREASING RATES CHARGED FOR SOLID WASTE COLLECTION AND RECYCLING

The Oakland Tribune

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the Legal Advertising Clerk of the printer and publisher of The Oakland Tribune, a newspaper published in the English language in the City of Oakland, County of Alameda, State of California.

I declare that The Oakland Tribune is a newspaper of general circulation as defined by the laws of the State of California as determined by this court's order, dated December 6, 1951, in the action entitled In the Matter of the Ascertainment and Establishment of the Standing of The Oakland Tribune as a Newspaper of General Circulation, Case Number 237798. Said order states that "The Oakland Tribune is a newspaper of general circulation within the City of Oakland, and the County of Alameda, and the State of California, within the meaning and intent of Chapter 1, Division 7, Title 1 (§§ 6000 et seq.), of the Government Code of the State of California. "Said order has not been revoked, vacated, or set aside.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

5/29/04

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Hammie Seble  
Public Notice Advertising Clerk

Legal No.

0000364140

AMENDMENT TO ORDINANCE NO.  
11820 C.M.S. INCREASING RATES  
CHARGED FOR SOLID WASTE  
COLLECTION AND DISPOSAL FOR MULTI-  
FAMILY AND SINGLE FAMILY  
RATEPAYERS, INCREASING CITY FEES  
PAID BY WASTE MANAGEMENT OF  
ALAMEDA COUNTY TO THE CITY OF  
OAKLAND AND AUTHORIZING THE  
FIFTH AMENDMENT TO THE  
FRANCHISE AGREEMENT FOR SOLID  
WASTE AND YARD WASTE  
COLLECTION AND DISPOSAL  
SERVICES TO INCLUDE WEEKLY SINGLE  
STREAM RESIDENTIAL RECYCLING  
AND PROCESSING SERVICES IN THE  
YARD WASTE COLLECTION AND  
RESIDENTIAL FOOD SCRAPS  
RECYCLING IN AN INITIAL AMOUNT OF  
APPROXIMATELY \$2,031,000 PER  
YEAR SOUTHERN HALF OF THE CITY  
(\$926,000), AND CITY-WIDE WEEKLY

FILED  
OF THE CITY CLERK  
OAKLAND

04 JUN -4 PM 2:30

#### NOTICE AND DIGEST

This Ordinance authorizes Waste Management of Alameda County (WMAC) to increase the annual rates charged to its multi-family and single-family customers by 1.52% effective July 1, 2004 and by an additional 1.52% effective July 1, 2005, and directs WMAC to remit the revenues resulting from both 1.52% increases in fees to the City of Oakland, and authorizes WMAC to increase the annual rates charged to its single-family customers by an additional 4.02% effective July 1, 2004 and by an additional 4.02% effective July 1, 2005.

For a 35-gallon single-family garbage container, the rate increases will result in a monthly rate of \$22.88 from \$21.68 effective July 1, 2004, and a monthly rate of \$24.22 from \$22.80 effective July 1, 2005. For each multi-family unit, the rate increases will result in a monthly rate of \$18.87 from \$16.51 effective July 1, 2004, and a monthly rate of \$19.23 from \$18.87 effective July 1, 2005.

This Ordinance also authorizes WMAC to provide weekly single stream residential recycling collection and processing services in the Southern half of the City (\$926,000), and City-wide weekly yard waste collection and residential food scraps recycling in an initial amount of approximately \$2,031,000 per year.

#### Notice of Publication

This Ordinance was introduced at the City Council meeting, Tuesday evening May 18, 2004, and passed to print 7Ayes, 1 Excused. Hearing on final adoption has been scheduled for the City Council meeting Tuesday evening June 1, 2004, 6:00 p.m., at One Frank H. Ogawa Plaza, Council Chambers, on the third floor in Oakland, California.

Three full copies are available for use and examination by the public in the Office of the City Clerk at One Frank H. Ogawa Plaza, 1st floor, Oakland, California.

CEDA FLOYD, City Clerk

The Oakland Tribune, #364140  
May 29, 2004

*rescheduled  
to  
6/15/04*

**OO. Resolution No. 77500 C.M.S.  
Established 75% Waste Reduction  
Goal by 2010**

---

## OAKLAND CITY COUNCIL

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

RESOLUTION NO. \_\_\_\_\_

77500

02 OCT -3  
C.M.S.

11:2:16

RESOLUTION ESTABLISHING A GOAL OF 75% REDUCTION OF WASTE  
GOING TO LANDFILLS BY 2010 FOR THE CITY OF OAKLAND IN  
ALLIANCE WITH THE COUNTYWIDE 75% WASTE REDUCTION GOAL

**WHEREAS**, the California Integrated Waste Management Act of 1989 mandated that every city and county in the state reduce the quantity of solid waste disposed within their jurisdiction and disposed in landfills by fifty percent by 2000; and

**WHEREAS**, in 2001, the City of Oakland submitted an Annual Report to the California Integrated Waste Management Board showing achievement of the 50% waste reduction goal by 2000; and

**WHEREAS**, the Alameda County Waste Reduction and Recycling Initiative Charter Amendment (Measure D) enacted in 1990 established a countywide goal of 75% reduction of waste going to landfills and required the Alameda County Source Reduction and Recycling Board to set a date to achieve the goal; and

**WHEREAS**, in 1996 the Source Reduction and Recycling Board established 2010 as the year the 75% countywide goal for reduction of waste going to landfills should be met; and

**WHEREAS**, Oakland wishes to show alliance with the countywide goal of 75% reduction of waste going into landfills by 2010 by establishing a similar goal; and

**WHEREAS**, in 1998 the Council adopted the Sustainable Development Initiative that embraces the concept of meeting people's current economic, social, cultural, and environmental needs in ways that enhance the ability of future generations to meet their needs; and

**WHEREAS**, waste reduction, reuse, recycling, and composting reduce air and water pollution, save natural resources, and protect habitat supporting concepts of the Sustainable Development Initiative; now therefore be it

**RESOLVED:** That the City Council adopts the goal of 75% reduction of waste going to landfills by 2010 for the City of Oakland in alliance with the countywide 75% waste reduction goal using the existing State of California Diversion Rate Methodology for measurement; and be it

**FURTHER RESOLVED:** That the Public Works Agency, Environmental Services Division, will prepare a plan that identifies the strategies to accomplish this goal and will present these strategies to Council for consideration.

OCT 29 2002

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 20\_\_\_\_

PASSED BY THE FOLLOWING VOTE:

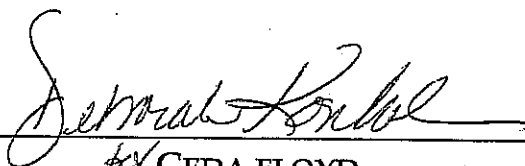
AYES- BRUNNER, CHANG, MAYNE, NADEL, REID, SPEES, WAN and PRESIDENT DE LA FUENTE - 8

NOES- 0

ABSENT- 0

ABSTENTION- 0

ATTEST



for CEDA FLOYD  
City Clerk and Clerk of the Council  
of the City of Oakland, California

**PP. Adjustment to Franchise Fee,  
City Fees and Residential  
Recycling Rate**



Exhibit PP-1

FILE COPY

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5301 • OAKLAND, CALIFORNIA 94612-2034

Public Works Agency  
Environmental Services

FAX (510) 238-7286  
TDD (510) 238-7644

June 26, 2000

Ms. Debbie Jeffery, Contract Compliance Manager  
Waste Management of Alameda County  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603

**RE: Change in the Franchise Fee and City Fees; Signed FY 00/01 Rate Schedule**

Dear Ms. Jeffery:

Per Section 8.3.3 and Section 8.3.4 of the Franchise Agreement as amended by the Third Amendment to Franchise Agreement, the franchise fee and City fees required to be submitted pursuant to these sections shall be increased by 80% of the change in the Index (CPI) between the Annual Average (January – December) index for 1999 and the Annual Average index for 1998, beginning July 1, 2000.

The Franchise Fee of \$3,741,984 and the City Fees of \$12,771,816 per annum shall be increased by 3.4%. The calculation for the amount of the fee increase for FY 00/01 is shown below:

CPI Annual Average 1998	= 161.8
CPI Annual Average 1999	= 168.8
Percent Change	= 4.3%
80% of 4.3%	= 3.4%

The monthly payment of \$311,832 for Franchise fee shall increase to \$322,434, and the monthly payment of \$1,064,318 for City fees shall increase to \$1,100,505 beginning with the July 2000 payment due on or before August 20, 2000.

Also, enclosed is the FY 00/01 Solid Waste Rate Schedule initialed by both WMAC and City officials.

Should you have any question regarding this matter, please contact me at (510) 238-6981.

Sincerely,

*Susan Kattchee (ms)*

Susan Kattchee  
Recycling & Solid Waste Programs Supervisor

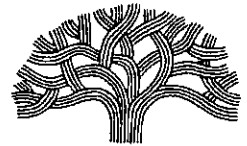
cc: Brooke Levin, PWA  
Herb Pike, PWA  
Harry Schrauth, PWA  
Debra Taylor Johnson, FMA  
Deborah Edgerly, FMA

**PP-2 Franchise Fee, City Fees and  
Recycling Rate Effective  
July 1, 2001**



## CITY OF OAKLAND

Exhibit PP-2



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5301 • OAKLAND, CALIFORNIA 94612-2034

Public Works Agency  
Environmental Services

FAX (510) 238-7286  
TDD (510) 238-7644

August 23, 2001

Mr. D. David MacDonald, Executive Vice President  
Waste Management of Alameda County  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603

**RE: July 1, 2001 Adjustments to Recycling Rate, and Franchise Fee and City Fees**

Dear Mr. MacDonald:

The City of Oakland (City) has received your letter dated August 3, 2001 regarding FY 2001-2002 adjustments to the Franchise Fee and City Fees, and your letter dated August 6, 2001 regarding FY 2001-2002 adjustments to the recycling rate, in accordance with the referenced sections of the Franchise Agreement between the City and Waste Management of Alameda County (WMAC), as amended. The City has reviewed the calculations and adjusted dollar amounts in these two letters and found them to be correct.

The City accordingly confirms that effective July 1, 2001 through June 30, 2002:

- The monthly Franchise Fee paid by WMAC to the City shall increase to \$333,880
- The monthly City Fees paid by WMAC to the City shall increase to \$1,139,573
- The monthly per household recycling rate paid by the City to WMAC shall increase to \$1.94.

Should you have any questions, please contact me at 510-238-6981.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Kattchee".

Susan Kattchee  
Recycling & Solid Waste Programs Supervisor

cc: Brooke Levin  
Mark Gagliardi  
Mike Howell, WMAC  
Mike Sinclair, WMAC  
Roseanne Pontes, WMAC

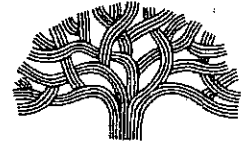
**PP-3 Franchise Fee, City Fees and  
Recycling Rate Effective  
July 1, 2002**



**FILE  
COPY**

## CITY OF OAKLAND

Exhibit PP-3



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5301 • OAKLAND, CALIFORNIA 94612-2034

Public Works Agency  
Environmental Services

FAX (510) 238-7286  
TDD (510) 238-7644

April 29, 2002

Mr. D. David MacDonald, Executive Vice President  
Waste Management of Alameda County  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603

**RE: July 1, 2002 Adjustments to Recycling Rate, and Franchise Fee and City Fees**

Dear Mr. MacDonald:

The City of Oakland (City) has received your two letters dated April 23, 2002 regarding FY 2002-2003 adjustments to the Franchise Fee, City Fees, recycling rate, in accordance with the referenced sections of the Franchise Agreement between the City and Waste Management of Alameda County (WMAC), as amended. The City has reviewed the calculations and adjusted dollar amounts in these two letters and found them to be correct.

The City accordingly confirms that effective July 1, 2002 through June 30, 2003:

- The monthly Franchise Fee paid by WMAC to the City shall increase to \$348,103
- The monthly City Fees paid by WMAC to the City shall increase to \$1,188,119
- The monthly per household recycling rate paid by the City to WMAC shall increase to \$2.02.

Should you have any questions, please contact me at 510-238-6981.

Sincerely,

Susan Kattchee

Recycling & Solid Waste Programs Supervisor

cc: Brooke Levin  
Mark Gagliardi  
Mike Howell, WMAC  
Mike Sinclair, WMAC  
Roseanne Pontes, WMAC

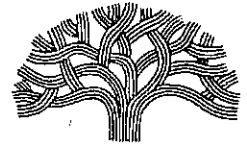
**PP-4 Franchise Fee, City Fees and  
Recycling Rate Effective  
July 1, 2003**



**FILE COPY**

CITY OF OAKLAND

Exhibit PP-4



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5301 • OAKLAND, CALIFORNIA 94612-2034

Public Works Agency  
Environmental Services

FAX (510) 238-7286  
TDD (510) 238-7644

July 18, 2003

Mr. D. David MacDonald, Executive Vice President  
Waste Management of Alameda County  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603

**RE: July 2003 Adjustments to Franchise Fee, City Fees, and Residential Recycling Rate**

Dear Mr. MacDonald:

In accordance with the referenced sections of the Franchise Agreement, as amended, between the City of Oakland (City) and Waste Management of Alameda County (WMAC) the City has calculated the following adjustments effective July 2003:

**I. FY 03/04 Franchise Fee**

Per Section 8.3.3 of the Franchise Agreement, effective in July of each year the amount the City receives as its monthly Franchise Fee from WMAC increases by 80% of the change in the prior year's Annual Average CPI:

2001 Annual Average CPI-W:	185.7
2002 Annual Average CPI-W:	188.8
Change in CPI:	3.1
Percent Change in CPI	1.67%
80% of Percent Change in CPI	1.34%
<b>FY 03/04 Franchise Fee Adjustment</b>	<b>1.34%</b>

Beginning with the July 2003 payment, the monthly Franchise Fee payment from WMAC increases from \$348,103 to **\$352,768**.

**II. FY 03/04 City Fees**

Beginning with the July 2003 payment, the monthly City Fees remitted to the City from WMAC increase from \$1,354,786 to \$1,682,091 as summarized immediately below:

First, per Section 8.3.4 of the Franchise Agreement, effective in July of each year the amount the City receives as its monthly City Fees from WMAC increases by 80% of the change in the prior year's Annual Average CPI. See Section I. above for calculation of the 1.34% increase. Beginning with the July 2003 payment, this component of the monthly City Fees from WMAC increases from \$1,188,119 to **\$1,204,040**.

Second, per the Oakland City Council's June 2002 amendment to Ordinance No. 11820 C.M.S., for FY 03/04 and in each following year WMAC is required to remit to the City 3.17%, compounded annually by the total rate adjustment for all annual rate adjustments subsequent to the July 2002 adjustment, of the total revenue generated by solid waste rates collected from Oakland customers under the Franchise Agreement in the immediately preceding fiscal year.

July 18, 2003

This component of City Fees effective July 2003 is calculated as follows:

% Added to Solid Waste Base Rates July 2002 to Generate \$2,000,000 Additional City Fees in FY 02/03	3.17%
Total Rate Adjustment for FY 03/04	7.47%
3.17% Compounded by Total Rate Adjustment for FY 03/04 = $(3.17\%)*(1.0747)$	3.41%
Total FY 2001/2002 Franchise Revenue	\$65,589,686
FY 03/04 City Fees Calculation = $(3.41\%)*(\$65,589,686)$	\$2,236,608
Monthly FY 03/04 City Fees from June 2002 amendment to Ordinance No. 11820 C.M.S.	= \$2,236,608/12
	= <b>\$186,384</b>

Third, per the Oakland City Council's June 2003 amendment to Ordinance No. 11820 C.M.S., solid waste base rates are increased by 5.34% effective July 1, 2003 to generate an additional \$3,500,000 in City Fees for FY 03/04 to fund beautification and blight abatement programs.

Monthly FY 03/04 City Fees from June 2003 amendment to Ordinance No. 11820 C.M.S.	= \$3,500,00/12
	= <b>\$291,667</b>

### **III. FY 03/04 Total Remittance**

The total amount of all fees to be remitted to the City by WMAC on a monthly basis is **\$2,034,859** as shown below:

Description	Amount
City Fees, per Section 8.3.4 of the Franchise Agreement (1.34 % increase)	\$1,204,040
Additional City Fees, per June 2002 amendment to Ordinance No. 11820 C.M.S.	\$186,384
Additional City Fees, per June 2003 amendment to Ordinance No. 11820 C.M.S.	\$291,667
Franchise Fee	\$352,768
<b>Total</b>	<b>\$2,034,859</b>

### **IV. FY 03/04 Residential Recycling Rate**

Per Section 18.9.02 of the Franchise Agreement, effective July 1 each year the monthly household recycling rate paid by the City to WMAC increases by 80% of the change in the prior year's Annual Average CPI. See Section I. above for calculation of the 1.34% adjustment. Beginning with WMAC's July 2003 invoice, the monthly household recycling rate increases by 1.34% from \$2.02 to **\$2.05**.

Thank you for your assistance in implementing the July 2003 adjustments to the Franchise Fee, City Fees, and Residential Recycling Rate. Should you have any questions, please contact me at 510-238-6260.

Sincerely,



Harry Schrauth, Interim Supervisor  
Recycling and Solid Waste Programs

cc: Brooke Levin

**PP-5 Franchise Fee, City Fees and  
Recycling Rate Effective  
July 1, 2004**



# FILE COPY

## CITY OF OAKLAND



Exhibit PP-5

DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5301 • OAKLAND, CALIFORNIA 94612-2034

Public Works Agency  
Environmental Services

FAX (510) 238-7286  
TDD (510) 238-7644

July 27, 2004

Mr. Bob Angell, District Manager  
Waste Management of Alameda County  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603

**RE: July 2004 Adjustments to Franchise Fee, City Fees, and Residential Recycling Rate**

Dear Mr. Angell:

In accordance with the referenced sections of the Franchise Agreement, as amended, between the City of Oakland (City) and Waste Management of Alameda County (WMAC) the City has calculated the following adjustments effective July 2004:

**Section I. FY 04/05 Franchise Fee**

Per Section 8.3.3 of the Franchise Agreement, effective in July of each year the amount the City receives as its monthly Franchise Fee from WMAC is adjusted by 80% of the change in the prior year's Annual Average CPI:

2002 Annual Average CPI-W:	188.8
2003 Annual Average CPI-W:	192.4
Change in CPI:	3.6
Percent Change in CPI	1.91%
80% of Percent Change in CPI	1.53%
<b>FY 04/05 Franchise Fee Adjustment</b>	<b>1.53%</b>

Beginning with the July 2004 payment, the monthly Franchise Fee payment from WMAC increases from \$352,768 to \$358,165.

**Section II. FY 04/05 City Fees**

Beginning with the July 2004 payment, the monthly City Fees remitted to the City from WMAC increase as detailed below:

First, per Section 8.3.4 of the Franchise Agreement, effective in July of each year the amount the City receives as its monthly City Fees from WMAC is adjusted by 80% of the change in the prior year's Annual Average CPI. See Section I. above for calculation of the 04/05 adjustment of 1.53%. Beginning with the July 2004 payment, this component of the monthly City Fees from WMAC increases from \$1,204,040 to \$1,222,462.

Second, per the Oakland City Council's June 2002 amendment to Ordinance No. 11820 C.M.S., for FY 03/04 and in each following year WMAC is required to remit to the City \$2,000,000 compounded annually by 80% CPI, for all annual rate adjustments subsequent to the July 2002 adjustment.

For FY 03/04 the City incorrectly calculated, and WMAC paid, a monthly amount of \$186,384 for this component. However the correct amount is \$168,900, as calculated below:

Monthly City Fees added effective July 1, 2002 = \$2,000,000/12	\$166,667
80% CPI FY 03/04	1.34%
<u>FY 03/04 City Fees Calculation = (\$166,667)*(1.0134)</u>	<u>\$168,900</u>
Monthly FY 03/04 City Fees from June 2002 amendment to Ordinance No. 11820 C.M.S.	\$168,900

Therefore, as we have agreed, monthly City Fees for FY 04/05 will be reduced by the difference:  
 $\$186,384 - \$168,900 = \$17,484$

This same component of City Fees effective July 2004 is calculated as follows:

Monthly City Fees added effective July 1, 2002 = \$2,000,000/12	\$166,667
80% CPI FY 03/04	1.34%
80% CPI FY 04/05	1.53%
<u>FY 03/04 City Fees Calculation = (\$166,667)*(1.0134)*(1.0153)</u>	<u>\$171,484</u>
Monthly FY 04/05 City Fees from June 2002 amendment to Ordinance No. 11820 C.M.S	\$171,484

Third, per the Oakland City Council's June 2003 amendment to Ordinance No. 11820 C.M.S., for FY 04/05 and in each following year WMAC is required to remit to the City \$3,500,000 compounded annually by 80% CPI, for all annual rate adjustments subsequent to the July 2003 adjustment.

This component of City Fees effective July 2004 is calculated as follows:

Monthly City Fees added effective July 1, 2003 = \$3,500,000/12	\$291,667
80% CPI FY 04/05	1.53%
<u>FY 04/05 City Fees Calculation = (\$291,667)*(1.0153)</u>	<u>\$296,130</u>
Monthly FY 04/05 City Fees from June 2003 amendment to Ordinance No. 11820 C.M.S	\$296,130

Finally, per the Oakland City Council's June 2004 amendment to Ordinance No. 11820 C.M.S., solid waste base rates for Multi Family and Single Family ratepayers are increased by 1.92% effective July 1, 2004 to generate an additional \$750,000 in City Fees for FY 04/05 to implement citywide, cart-based single stream residential recycling.

Monthly FY 04/05 City Fees from June 2004 amendment to Ordinance No. 11820 C.M.S.	= \$750,000/12
	= \$62,500

**Section III. FY 04/05 Total Remittance**

The total amount of all fees to be remitted to the City by WMAC on a monthly basis is \$2,093,257 as shown below:

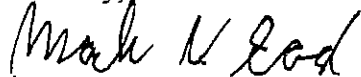
Description	Amount
Franchise Fee	\$358,165
City Fees, per Section 8.3.4 of the Franchise Agreement	\$1,222,462
Additional City Fees, per June 2002 amendment to Ordinance No. 11820 C.M.S.	\$171,484
Additional City Fees, per June 2003 amendment to Ordinance No. 11820 C.M.S.	\$296,130
Additional City Fees, per June 2004 amendment to Ordinance No. 11820 C.M.S.	\$62,500
Subtotal	\$2,110,741
Correction to FY 03/04 City Fees from June 2002 amendment to Ordinance No. 11820 C.M.S.	(\$17,484)
<b>Total</b>	<b>\$2,093,257</b>

**Section IV. FY 04/05 Residential Recycling Rate**

Per Section 18.9.02 of the Franchise Agreement, effective July 1 each year the monthly household recycling rate paid by the City to WMAC is adjusted by 80% of the change in the prior year's Annual Average CPI. See Section I. above for calculation of the FY 04/05 adjustment of 1.53%. Beginning with WMAC's July 2004 invoice, the monthly household recycling rate increases from \$2.05 to \$2.08 through December 31, 2004.

Thank you for your assistance in implementing the July 2004 adjustments to the Franchise Fee, City Fees, and Residential Recycling Rate. If you have any questions, please contact me at 510-238-6262.

Sincerely,



Mark Gagliardi, Acting Supervisor  
Recycling and Solid Waste Programs

cc: Raul Godinez II, P.E.  
Brooke A. Levin  
Jonelyn Weed  
Harry Schrauth  
David Tucker, WMAC  
Greg Ong, WMAC  
Roseanne Pontes, WMAC

**PP-6 Franchise Fee, City Fees and  
Recycling Rate Effective  
July 1, 2005**



# FILE COPY

## CITY OF OAKLAND

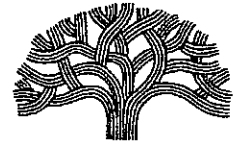


Exhibit PP-6

DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5301 • OAKLAND, CALIFORNIA 94612-2034

Public Works Agency  
Environmental Services

FAX (510) 238-7286  
TDD (510) 238-7644

July 20, 2005

Mr. Bob Angell, District Manager  
Waste Management of Alameda County  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603

### RE: July 2005 Adjustments to Franchise Fee and City Fees

Dear Mr. Angell:

In accordance with the referenced sections of the Franchise Agreement, as amended, between the City of Oakland (City) and Waste Management of Alameda County (WMAC) the City has calculated the following adjustments effective July 2005:

#### Section I. FY 05/06 Franchise Fee

Per Section 8.3.3 of the Franchise Agreement, effective in July of each year the amount the City receives as its monthly Franchise Fee from WMAC is adjusted by 80% of the change in the prior year's Annual Average CPI:

2003 Annual Average CPI-W:	192.4
2004 Annual Average CPI-W:	195.0
Change in CPI:	2.6
Percent Change in CPI	1.35%
80% of Percent Change in CPI	1.08%
<b>FY 05/06 Franchise Fee Adjustment</b>	<b>1.08%</b>

Beginning with the July 2005 payment, the monthly Franchise Fee payment from WMAC increases from \$358,165 to \$362,033.

#### Section II. FY 05/06 City Fees

Beginning with the July 2005 payment, the monthly City Fees remitted to the City from WMAC increase as detailed below:

First, per Section 8.3.4 of the Franchise Agreement, effective in July of each year the amount the City receives as its monthly City Fees from WMAC is adjusted by 80% of the change in the prior year's Annual Average CPI. See Section I. above for calculation of the 05/06 adjustment of 1.08%. Beginning with the July 2005 payment, this component of the monthly City Fees from WMAC increases from \$1,222,462 to \$1,235,665.

Second, per the Oakland City Council's June 2002 amendment to Ordinance No. 11820 C.M.S., for FY 03/04 and in each following year WMAC is required to remit to the City \$2,000,000 compounded annually by 80% CPI, for all annual rate adjustments subsequent to the July 2002 adjustment. Beginning with the July 2005 payment, this component of the monthly City Fees from WMAC increases by 1.08% from \$171,484 to \$173,336.

Third, per the Oakland City Council's June 2003 amendment to Ordinance No. 11820 C.M.S., for FY 04/05 and in each following year WMAC is required to remit to the City \$3,500,000 compounded annually by 80% CPI, for all annual rate adjustments subsequent to the July 2003 adjustment. Beginning with the July 2005 payment, this component of the monthly City Fees from WMAC increases by 1.08% from \$296,130 to **\$299,328**.

Fourth, per the Oakland City Council's June 2004 amendment to Ordinance No. 11820 C.M.S., solid waste base rates for Multi Family and Single Family ratepayers were increased by the first of two 1.92% increases effective July 1, 2004 to generate an additional \$750,000 in City Fees for FY 04/05, AND for FY 05/06 and in each following year WMAC is required to remit to the City \$750,000 compounded annually by 80% CPI, for all annual rate adjustments subsequent to the July 2004 adjustment. Beginning with the July 2005 payment, this component of the monthly City Fees from WMAC increases by 1.08% from \$62,500 to **\$63,175**.

Finally, per the Oakland City Council's June 2004 amendment to Ordinance No. 11820 C.M.S., solid waste base rates for Multi Family and Single Family ratepayers were increased by the second of two 1.92% increases effective July 1, 2005 to generate an additional \$750,000 in City Fees for FY 05/06 to complete implementation of citywide, cart-based single stream residential recycling.

Monthly FY 05/06 City Fees from June 2004 amendment to Ordinance No. 11820 C.M.S.      = \$750,000/12  
= **\$62,500**

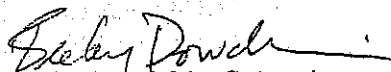
### Section III. FY 05/06 Total Remittance

The total amount of all fees to be remitted to the City by WMAC on a monthly basis is \$2,196,037 as shown below:

Description	Amount
Franchise Fee	\$362,033
City Fees, per Section 8.3.4 of the Franchise Agreement	\$1,235,665
Additional City Fees, per June 2002 amendment to Ordinance No. 11820 C.M.S.	\$173,336
Additional City Fees, per June 2003 amendment to Ordinance No. 11820 C.M.S.	\$299,328
Additional City Fees, per June 2004 amendment to Ordinance No. 11820 C.M.S. (first of two)	\$63,175
Additional City Fees, per June 2004 amendment to Ordinance No. 11820 C.M.S. (second of two)	\$62,500
<b>Total</b>	<b>\$2,196,037</b>

Thank you for your assistance in implementing the July 2005 adjustments to the Franchise Fee, and City Fees. If you have any questions, please contact me at 510-238-6981.

Sincerely,



Becky Dowdakin, Supervisor  
Recycling & Solid Waste Programs

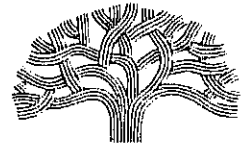
cc: Brooke A. Levin  
Jonelyn Weed  
Greg Ong, WMAC  
Roseanne Pontes, WMAC

**PP-7 Franchise Fee, City Fees and  
Recycling Rate Effective  
July 1, 2006**



PP-7

## CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5301 • OAKLAND, CALIFORNIA 94612-2034

Public Works Agency  
Environmental Services

FAX (510) 238-7286  
TDD (510) 238-7644

March 14, 2006

Mr. Bob Angell, District Manager  
Waste Management of Alameda County  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603

### RE: July 1, 2006 Solid Waste Rate Adjustment

Dear Mr. Angell:

Detailed below is the proposed FY 2006/2007 solid waste rate adjustment for services provided by Waste Management of Alameda County (WMAC) in accordance with the Franchise Agreement between WMAC and the City of Oakland (City). The new solid waste rates are to become effective July 1, 2006, and include a proposed total rate increase of 1.70%, based on the following components:

#### 1. CPI Component, per Franchise Agreement 6<sup>th</sup> Amendment Section 15.3

The Franchise Agreement provides for an annual rate adjustment based on CPI.

2004 Annual Average CPI-W:	195.0
2005 Annual Average CPI-W:	199.1
Change in CPI:	4.1
Percent Change in CPI	2.10%
80% of Percent Change in CPI	1.68%
<b>July 1, 2006 CPI-Based Rate Adjustment</b>	<b>1.68%</b>

#### 2. Measure D Fee Increase, per Franchise Agreement Section 15.8.3

The Alameda County Board of Supervisors, at the request of the Alameda County Source Reduction and Recycling Board approved, on August 2, 2005, a 1.2% (\$ 0.09) per ton increase, based on CPI, in the Measure D Fee effective January 1, 2006. Accordingly, there is an 18-month fee increase effect (from January 1, 2006 to June 30, 2007) to be included in the rates charged to Oakland ratepayers during the entire 12-month period beginning July 1, 2006. However, the 18-month effect of the \$ 0.13 per ton January 1, 2005 increase over prior year

(which was included in the July 1, 2005 rate adjustment) needs to be corrected to provide for a 12-month effect of that same \$ 0.13 per ton for rates effective July 1, 2006 and beyond. This correction is included in the following calculation:

Measure D Fee Prior to January 1, 2006 Fee Increase	\$ 7.19
Measure D Fee Increase Effective January 1, 2006	\$ 0.09
Total FY 2004/2005 Franchise Tons	251,332
Total Increased Fees (18-month effect) = $\{\$ 0.09\} * \{251,332\} * \{1.5\}$	\$33,930
Deduct One-Third July 1, 2005 18-Month Rate Effect = $-\{50,894\}/3$	(\$16,965)
Net Measure D Fee Adjustment for July 1, 2006 Rates	\$16,965
Total FY 2004/2005 Franchise Revenue	\$75,567,047
Rate Adjustment Calculation: $\{\$16,965\} / \{\$75,567,047\} =$	0.02%
<b>July 1, 2006 Measure D Fee-Based Rate Adjustment</b>	<b>0.02%</b>

#### July 1, 2006 Rate Adjustment Summary

Rate Adjustment Component	Rate Impact (%)
CPI	1.68%
Measure D Fee Pass-Thru	0.02%
<b>Total Rate Adjustment</b>	<b>1.70%</b>

**Please confirm in writing by March 31, 2006 that WMAC accepts and approves the rate adjustment calculations and total rate adjustment amounts identified in this letter.**

Following WMAC's confirmation the City will generate a rate schedule for each class of ratepayers, which WMAC and the City can then initial as final approved rates to be charged to ratepayers. The City notes that WMAC and the City should continue to apply the backyard premium surcharge as a flat rate differential for all Single Family Residential container sizes.

Please note that per Section 15.13 (Publication of Rates) of the Franchise Agreement, WMAC shall provide written notice to ratepayers at least thirty (30) days prior to the implementation of the new rates.

Should there be any questions, please contact Mark Gagliardi at 510-238-6262.

Sincerely,

Becky Dowdakin  
Recycling & Solid Waste Program Supervisor

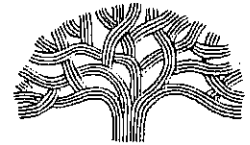
cc: Brooke A. Levin  
Jonelyn Weed  
Cliff Feldman  
Greg Ong, WMAC  
Roseanne Pontes, WMAC

**PP-8 Franchise Fee, City Fees and  
Recycling Rate Effective  
July 1, 2007**



PP-8

## CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5301 • OAKLAND, CALIFORNIA 94612-2034

Public Works Agency  
Environmental Services

FAX (510) 238-7286  
TDD (510) 238-7644

June 18, 2007

Mr. Bob Angell, District Manager  
Waste Management of Alameda County  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603

**FILE COPY**

**RE: July 2007 Adjustments to Franchise Fee and City Fees**

Dear Mr. Angell:

In accordance with the referenced sections of the Franchise Agreement, as amended, between the City of Oakland (City) and Waste Management of Alameda County (WMAC) the City has calculated the following adjustments effective July 2007:

### Section I. FY 07/08 Franchise Fee

Per Section 8.3.3 of the Franchise Agreement, effective in July of each year the amount the City receives as its monthly Franchise Fee from WMAC is adjusted by 80% of the change in the prior year's Annual Average CPI:

2005 Annual Average CPI-W:	199.1
2006 Annual Average CPI-W:	204.9
Change in CPI:	5.8
Percent Change in CPI	2.91%
80% of Percent Change in CPI	2.33%
<b>FY 07/08 Franchise Fee Adjustment</b>	<b>2.33%</b>

Beginning with the July 2007 payment, the monthly Franchise Fee payment from WMAC increases from \$368,115 to \$376,692.

### Section II. FY 07/08 City Fees

Beginning with the July 2007 payment, the monthly City Fees remitted to the City from WMAC increase as detailed below:

First, per Section 8.3.4 of the Franchise Agreement, effective in July of each year the amount the City receives as its monthly City Fees from WMAC is adjusted by 80% of the change in the prior year's Annual Average CPI. See Section I. above for calculation of the 07/08 adjustment of 2.33%. This component of the monthly City Fees for the July 2007 payment from WMAC increases from \$1,256,424 to \$1,285,698.

Second, per the Oakland City Council's June 2002 amendment to Ordinance No. 11820 C.M.S., for FY 03/04 and in each following year WMAC is required to remit to the City \$2,000,000 compounded annually by 80% CPI, for all

annual rate adjustments subsequent to the July 2002 adjustment. This component of the monthly City Fees for July 2007 payment from WMAC increases by 2.33% from \$176,248 to \$180,355.

Third, per the Oakland City Council's June 2003 amendment to Ordinance No. 11820 C.M.S., for FY 04/05 and in each following year WMAC is required to remit to the City \$3,500,000 compounded annually by 80% CPI, for all annual rate adjustments subsequent to the July 2003 adjustment. This component of the monthly City Fees for July 2007 payment from WMAC increases by 2.33% from \$304,357 to \$311,449.

Fourth, per the Oakland City Council's June 2004 amendment to Ordinance No. 11820 C.M.S., solid waste base rates for Multi Family and Single Family ratepayers were increased by the first of two 1.92% increases effective July 1, 2004 to generate an additional \$750,000 in City Fees for FY 04/05, AND for FY 05/06 and in each following year WMAC is required to remit to the City \$750,000 compounded annually by 80% CPI, for all annual rate adjustments subsequent to the July 2004 adjustment. This component of the monthly City Fees for July 2007 payment from WMAC increases by 2.33% from \$64,236 to \$65,733.

Finally, per the Oakland City Council's June 2004 amendment to Ordinance No. 11820 C.M.S., solid waste base rates for Multi Family and Single Family ratepayers were increased by the second of two 1.92% increases effective July 1, 2005 to generate an additional \$750,000 in City Fees for FY 05/06 to complete implementation of citywide, cart-based single stream residential recycling ( $\$750,000/12 = \$62,500$ ). This component of the monthly City Fees for July 2007 payment from WMAC increases by 2.33% from \$63,550 to \$65,031.

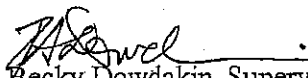
### Section III. FY 07/08 Total Remittance

The total amount of all fees to be remitted to the City by WMAC on a monthly basis is \$2,284,958 as shown below:

Description	Amount
Franchise Fee	\$376,692
City Fees, per Section 8.3.4 of the Franchise Agreement	\$1,285,698
Additional City Fees, per June 2002 amendment to Ordinance No. 11820 C.M.S.	\$180,355
Additional City Fees, per June 2003 amendment to Ordinance No. 11820 C.M.S.	\$311,449
Additional City Fees, per June 2004 amendment to Ordinance No. 11820 C.M.S. (first of two)	\$65,733
Additional City Fees, per June 2004 amendment to Ordinance No. 11820 C.M.S. (second of two)	\$65,031
<b>Total</b>	<b>\$2,284,958</b>

Thank you for your assistance in implementing the July 2007 adjustments to the Franchise Fee and City Fees. If you have any questions, please contact me at 510-238-6981.

Sincerely,

  
Becky Dowdakin, Supervisor  
Recycling & Solid Waste Programs

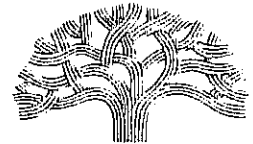
cc: Brooke A. Levin  
Susan Kattchee  
Peter Slote  
Greg Ong, WMAC  
Roseanne Pontes, WMAC

**PP-9 Franchise Fee, City Fees and  
Recycling Rate Effective  
July 1, 2008**



PP-9

## CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5301 • OAKLAND, CALIFORNIA 94612-2034

Public Works Agency  
Environmental ServicesFAX (510) 238-7286  
TDD (510) 238-7644

June 9, 2008

Mr. Bob Angell, District Manager  
Waste Management of Alameda County  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603

RE: July 2008 Adjustments to Franchise Fee and City Fees

Dear Mr. Angell:

In accordance with the referenced sections of the Franchise Agreement, as amended, between the City of Oakland (City) and Waste Management of Alameda County (WMAC) the City has calculated the following adjustments effective July 2008:

Section I. FY 08/09 Franchise Fee

Per Section 8.3.3 of the Franchise Agreement, effective in July of each year the amount the City receives as its monthly Franchise Fee from WMAC is adjusted by 80% of the change in the prior year's Annual Average CPI:

2006 Annual Average CPI-W:	204.9
2007 Annual Average CPI-W:	211.37
Change in CPI:	6.47
Percent Change in CPI:	3.16%
80% of Percent Change in CPI	2.53%
<b>FY 08/09 Franchise Fee Adjustment</b>	<b>2.53%</b>

Beginning with the July 2008 payment, the monthly Franchise Fee payment from WMAC increases from \$376,692 to \$386,222.

Section II. FY 08/09 City Fees

Beginning with the July 2008 payment, the monthly City Fees remitted to the City from WMAC increase as detailed below:

First, per Section 8.3.4 of the Franchise Agreement, effective in July of each year the amount the City receives as its monthly City Fees from WMAC is adjusted by 80% of the change in the prior year's Annual Average CPI. See Section I. above for calculation of the 08/09 adjustment of 2.53%. This component of the monthly City Fees for the July 2008 payment from WMAC increases from \$1,285,698 to \$1,318,226.

Second, per the Oakland City Council's June 2002 amendment to Ordinance No. 11820 C.M.S., for FY 03/04 and in each following year WMAC is required to remit to the City \$2,000,000 compounded annually by 80% CPI, for all

June 6, 2008

annual rate adjustments subsequent to the July 2002 adjustment. This component of the monthly City Fees for July 2008 payment from WMAC increases by 2.53% from \$180,355 to **\$184,918**.

Third, per the Oakland City Council's June 2003 amendment to Ordinance No. 11820 C.M.S., for FY 04/05 and in each following year WMAC is required to remit to the City \$3,500,000 compounded annually by 80% CPI, for all annual rate adjustments subsequent to the July 2003 adjustment. This component of the monthly City Fees for July 2008 payment from WMAC increases by 2.53% from \$311,449 to **\$319,329**.

Fourth, per the Oakland City Council's June 2004 amendment to Ordinance No. 11820 C.M.S., solid waste base rates for Multi Family and Single Family ratepayers were increased by the first of two 1.92% increases effective July 1, 2004 to generate an additional \$750,000 in City Fees for FY 04/05, AND for FY 05/06 and in each following year WMAC is required to remit to the City \$750,000 compounded annually by 80% CPI, for all annual rate adjustments subsequent to the July 2004 adjustment. This component of the monthly City Fees for July 2008 payment from WMAC increases by 2.53% from \$65,733 to **\$67,396**.

Finally, per the Oakland City Council's June 2004 amendment to Ordinance No. 11820 C.M.S., solid waste base rates for Multi Family and Single Family ratepayers were increased by the second of two 1.92% increases effective July 1, 2005 to generate an additional \$750,000 in City Fees for FY 05/06 to complete implementation of citywide, cart-based single stream residential recycling ( $\$750,000/12 = \$62,500$ ). This component of the monthly City Fees for July 2008 payment from WMAC increases by 2.33% from \$65,031 to **\$66,676**.


### Section III. FY 08/09 Total Remittance

The total amount of all fees to be remitted to the City by WMAC on a monthly basis is **\$2,342,767** as shown below:

Description	Amount
Franchise Fee	\$386,222
City Fees, per Section 8.3.4 of the Franchise Agreement	\$1,318,226
Additional City Fees, per June 2002 amendment to Ordinance No. 11820 C.M.S.	\$184,918
Additional City Fees, per June 2003 amendment to Ordinance No. 11820 C.M.S.	\$319,329
Additional City Fees, per June 2004 amendment to Ordinance No. 11820 C.M.S. (first of two)	\$67,396
Additional City Fees, per June 2004 amendment to Ordinance No. 11820 C.M.S. (second of two)	\$66,676
<b>Total</b>	<b>\$2,342,767</b>

Thank you for your assistance in implementing the July 2008 adjustments to the Franchise Fee and City Fees. If you have any questions, please contact me at 510-238-6981.

Sincerely,

  
Becky Dowdakin, Supervisor  
Recycling & Solid Waste Programs

cc: Brooke A. Levin  
Susan Kattchee  
Peter Slote  
Greg Ong, WMAC  
Dave Horn, WMAC

**QQ. Letter from City  
Administrator Designating City  
Representative**

CITY OF OAKLAND



CITY HALL • 1 FRANK H. OGAWA PLAZA • OAKLAND, CALIFORNIA 94612

Office of the City Manager  
Deborah A. Edgerly  
City Manager

(510) 238-3301  
FAX: (510) 238-2223  
TDD: (510) 238-2007

November 1, 2005

President  
Waste Management of Alameda County, Inc.  
172 98<sup>th</sup> Avenue  
Oakland, California 94603-1004

**RE: Designation of City Representative and Contract Manager**

Dear Mr. President:

Section 14.5 of the Franchise Agreement by and between the City of Oakland and Waste Management of Alameda County, Inc., empowers the City Administrator to designate one or more City employees to act as contact persons regarding the requirements of the Agreement.

Therefore, effective immediately, I designate Brooke A. Levin, Assistant Public Works Director, as the City Representative, as defined by Section 1.11 of the Agreement. In addition, I designate Becky Dowdakin, Solid Waste and Recycling Program Supervisor, as the Contract Manager, as defined by Section 1.15 of the Agreement. In general, Ms. Levin will be the City's representative regarding interpretation and application of the Agreement, and discussion and negotiation of amendments thereof. Ms. Dowdakin will be the City's representative regarding day-to-day management of the Agreement.

In the event of any conflict with a designated representative, WMAC may contact the City Administrator for final determination.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deb Edgerly".  
Deborah A. Edgerly  
City Administrator

cc: Raul Godinez II  
Brooke A. Levin  
Jonelyn Weed  
Becky Dowdakin

**RR. Professional Services  
Questionnaire**

**PROFESSIONAL SERVICES QUESTIONNAIRE**

(Prime Consultant must complete this form for ALL contracts)

Firm or Individual Name NOT APPLICABLE Phone ( )

Street Address City State Zip

TYPE OF OWNERSHIP: (Check one and explain below)

- ☐ Self Employed Name of Owner
- ☐ Corporation State of Incorporation
- ☐ Partnership General or Limited
- Names of Partners
- ☐ Joint Venture Names of Participants

City of Oakland Business License Number

**AFFIRMATIVE ACTION INFORMATION** I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable.

**OWNERSHIP INTERESTS (All types of owners(s) must complete. This information is used for tracking purposes only)**

Racial Groups	African American	Hispanic	Asian or Pacific Islander	Filipino	American Indian/ Alaskan Native	Caucasian	Women (All racial Groups)
Number of Owners							
% of Ownership							

**JOINT VENTURE OWNERSHIP (Complete if joint venture type of ownership. This information is used for tracking purposes only)**

Racial Groups	Number of Owners	% of Total
Minority		
Caucasian		
Women (All races)		
Total		

**CHARTER SECTION 807, ARTICLE VIII AND CHARTER SECTION 1101, ARTICLE XI COMPLIANCE** I certify that I, the contractor/consultant, am not related by blood or marriage within the third degree to the Mayor or any members of the City Council, the City Manager, or to the Department Manager to which these services are to be provided. I certify that I am not an employee of the city of Oakland, and that the City of Oakland employs no member/partner of this firm.

**INTERNAL REVENUE REQUIREMENT:** I understand that under Section 6109 of the Internal Revenue Code, the City must report all fees paid to contractors and others for personal services for tax-reporting purposes whether or not I am required to file a tax return.

I am a private individual, not a business, and my Social Security Number is: \_\_\_\_\_ **OR**

I am licensed to conduct business in California and am an incorporated business.  
My Federal Employer Identification Number is: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

Executed at the City of Oakland State California, on date 10-06-04  
Signature [Signature] Title Vice President, Bay Area Market Area

**NOTE:** Consultants are required to identify the ethnicity and gender of all sub consultants at the time of proposal submittal. This information will be used for tracking purposes only.

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Waste Management of Alameda County, Inc.

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other

Address (number, street, and apt. or suite no.)

172 98th Avenue

City, state, and ZIP code

Oakland, CA 94603-1004

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How To Get a TIN* below.

Social security number

| | + | | | |

OR

Employer identification number

9 | 4 | 0 | 7 | 2 | 7 | 4 | 2 | 0

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional)

**Part II** For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

## Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign  
Here

Signature

Date

Section references are to the Internal Revenue Code.

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

**SS. Project Consultant Team**

(To Be Completed By Prime Consultant Only)

Exhibit 88

**PROJECT CONSULTANT TEAM**

Name and Prime Location of All Firms Participating (Including Prime and Sub consultants)	Check if DBE	Check if MBE**	Check if WBE**	Check if LBE	Check if SLBE	Nature of Participation	% of Project Work	Dollar Value of Participation*
NOT APPLICABLE								
TOTALS								

Name - Authorized Officer of Prime Consultant Firm (Print or Type)

Signature - Authorized Officer of Prime Consultant Firm

Date

\*This information is subject to change during final negotiations. If reported information changes after negotiations Project Manager to submit an updated Schedule E to Contract Compliance for review.

\*\*Please denote ethnicity. This information will be used for tracking purposes only.

**TT. Employment Questionnaire**

Exhibit TT  
EMPLOYMENT QUESTIONNAIRE \*

Name of Firm: \_\_\_\_\_ NOT APPLICABLE

Address: \_\_\_\_\_

Completed by: \_\_\_\_\_ (Please Print) (Signature)

Date: \_\_\_\_\_

PRESENT WORK FORCE									
Ethnicity of Employees									
Employment Category	Male					Female			
	White	African American	Hispanic	Asian/Pacific Islander	American Indian/Alaskan Native	White	African American	Hispanic	Asian/Pacific Islander
Project Management									
Professional									
Technical									
Clerical									

NEW HIRES FOR THIS PROJECT									
Ethnicity of Employees									
Employment Category	Male					Female			
	White	African American	Hispanic	Asian/Pacific Islander	American Indian/Alaskan Native	White	African American	Hispanic	Asian/Pacific Islander
Project Management									
Professional									
Technical									
Clerical									

\* To be completed by the prime consultants and sub consultants whose fee is in excess of \$10,000.00

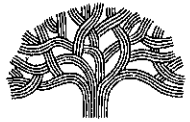
Note: Consultants are required to identify the ethnicity and gender of all sub-consultants at the time of proposal submittal. Information will be used for tracking purposes only.

**UU. Business Tax Certificate**

POST IN A  
CONSPICUOUS  
PLACE

# BUSINESS TAX CERTIFICATE

## CITY OF OAKLAND



The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190A, of the O.M.C., you are allowed a renewal grace period until March 1st of the following year.

EXPIRES  
DECEMBER 31, 2006

ACCOUNT NUMBER

1335669

BUSINESS NAME  
ADDRESS

WASTE MANAGEMENT OF ALAMEDA COUNTY  
172 98TH AVE  
OAKLAND, CA 94603-1004  
REFUSE SYSTEMS

BUSINESS CLASSIFICATION

FOLD AT PERFORATION

**YOU MAY BE REQUIRED TO OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY EXCLUDED.**

**A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID AT ANY OTHER ADDRESS. Replacement of second lost certificate is \$25.**

The Business Tax paid to obtain a Business Tax Certificate is not refundable, except for an amount collected in error. A refund should be requested in writing, to Revenue Audit Section, 150 Frank H. Ogawa Plaza, Suite #5342, Oakland, CA 94612-2093.

**RETURN THIS CERTIFICATE IF BUSINESS IS SOLD OR DISCONTINUED (PLEASE CHECK BOX).**

☐ Discontinued

☐ Sold

EFFECTIVE DATE

NAME AND ADDRESS OF NEW OWNER

Signature of previous owner: \_\_\_\_\_

Date: \_\_\_\_\_

**RETURN THIS CERTIFICATE IF YOU ARE CHANGING ANY OF THE FOLLOWING:**

**Please check appropriate box(es)**

A \$15 fee is required for Business Address Changes Only. Print details of change and mail to address below.

☐ Changes Business Name

☐ Changes Business Address

☐ Changes Business Activity

☐ Changes Mailing Address

(Contact Business Tax Section)

### BUSINESS TAX OFFICE

City of Oakland

250 Frank H. Ogawa Plaza, Suite #1320

Oakland, CA 94612-2011

(510) 238-3704

Mailing Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Care of: \_\_\_\_\_

Street, Suite: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

ACCOUNT NUMBER 1335669

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**VV. Independent Contractor  
Questionnaire**

## Exhibit VV

## FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Date

12-6-04

[Signature]  
City Attorney/Assistant City Attorney/  
Deputy City Attorney

PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY  
PROPOSED CONTRACTOR

Name of Contractor Waste Management of Alameda County

SSN or Corporate Taxpayer ID No. of Contractor 94-0727420

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF CALIFORNIA. Attached.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 199__? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.		
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.		
4. Do you expect to devote any full days (6 or more hours) or full weeks (80 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		

	Yes	No
6. Please provide the date on which you expect to complete your services under the contract.		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies.		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers.		
11. Within the <u>past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed.		
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed.		
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)		
15. Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address.		

	Yes	No
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		
b. an existing business phone number other than your home number? (please indicate #)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes.		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

10-06-04  
Date

James E. Devlin  
Contractor / Waste Management of Alameda County  
James Devlin, V.P. Bay Area Market Area

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

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# State of California

## SECRETARY OF STATE

### CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

That on the 27TH day of MAY, 1920, WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

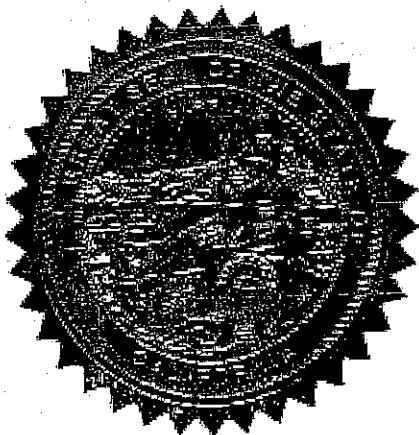
That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this  
certificate and affix the Great Seal  
of the State of California this day  
of October 7, 2004.



*Kevin Shelley*  
KEVIN SHELLEY  
Secretary of State

# California Business Portal

Secretary of State Kevin Staley

SECRETARY OF STATE ELECTIONS & VOTER INFO POLITICAL REFORM CA BUSINESS PORTAL ARCHIVES & MUSEUM SPECIAL BUSINESS

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## Corporations

The information displayed here is current as of "NOV 19, 2004" and is updated weekly. This information is not a complete or certified record of the Corporation.

For information about certification of corporate records or for additional corporate information, please refer to [Corporate Records](#). If you are unable to locate a corporate record, you may submit a request to this office for a more extensive search. Fees and instructions for requesting this search are included on the [Corporate Records Order Form](#).

Results of search for "Waste Management of Alameda"

*Click on the name of the corporation for additional information.*

Corp Number	Date Filed	Status	Corporation Name	Agent for Secretary of State
C0091817	5/27/1920	active	WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.	C T CORPORATION SYSTEM

# California Business Portal

Secretary of State Kevin Stoley

SECRETARY OF STATE

ELECTIONS & VOTER INFO

POLITICAL DISQUALIFICATION

CA BUSINESS PORTAL

ARCHIVES & MUSEUM

SPECIAL PROGRAMS

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Corporations

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## Corporations

The information displayed here is current as of "NOV 19, 2004" and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.		
Number: C0091817	Date Filed: 5/27/1920	Status: active
Jurisdiction: California		
Address		
1001 FANNIN, SUITE 4000		
HOUSTON, TX 77002		
Agent for Service of Process		
C T CORPORATION SYSTEM		
818 WEST SEVENTH STREET		
LOS ANGELES, CA 90017		

[Printer Friendly](#)

[New Search](#)

- For information about certification of corporate records or for additional corporate information, please refer to **Corporate Records**.
- Blank fields indicate the information is not contained in the computer file.
- If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code **Section 2114** for information relating to service upon corporations that have surrendered.

Copyright ©2001 California Secretary of State. [Privacy Statement](#).

**WW. Affirmative Action Program  
Statement on Policy**



**WASTE MANAGEMENT**

172 - 98th Avenue  
Oakland, CA 94603-1004  
(510) 430-8509  
(510) 633-0106 Fax

**WASTE MANAGEMENT OF ALAMEDA COUNTY**

**AFFIRMATIVE ACTION PROGRAM**

**JANUARY 1, 2004 - DECEMBER 31, 2004**

**Equal Employment Opportunity  
Affirmative Action Program**

**STATEMENT ON POLICY**

It has been and will continue to be the policy of Waste Management of Alameda County that it shall be an equal opportunity employer. To assure full implementation of the policy, Waste Management of Alameda County shall act affirmatively to assure that it will:


- A. Recruit, hire and promote for all job classifications without regard to race, creed, color, national origin, age, religion, disability, disabled or Vietnam Era veteran status, sex, or other protected group status.
- B. Base decisions on employment solely upon an individual's qualifications and interest in the position being filled.
- C. Make promotion decisions only on the individual's qualifications as related to the requirements of the position for which the employee is being considered without regard to race or sex.
- D. Insure that all other personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, Company-sponsored training, education, tuition assistance, social and recreation programs, will be administered without regard to race, creed, color, national origin, age, religion, disability, disabled or Vietnam Era veteran status, sex, or other protected group status.

In keeping with the above, policy, Waste Management of Alameda County will periodically conduct analyses of all personnel actions to insure equal opportunity.

A handwritten signature in cursive script that reads "R. W. Angell".

Robert Angell  
District Manager

**XX. Certificate of Insurance**

<b>CERTIFICATE OF INSURANCE</b>						Date: (MM/DD/YY) 8/5/2005	
<b>PRODUCER</b> Lockton Companies of Houston 5847 San Felipe, Suite 320 Houston, TX 77057 866-260-3538 (Phone) 866-492-1055 (Fax) This Certificate Voids and Supersedes any previously issued certificate.				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED: WASTE MANAGEMENT and</b> Waste Management of Alameda County 172-98th Avenue Oakland, CA 94603				<b>INSURERS AFFORDING COVERAGE</b> Insurer A: ACE American Insurance Company Insurer B: Insurer C: Insurer D: Insurer E:			
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY BE EXHAUSTED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$ 5,000,000	
A	X COMMERCIAL GENERAL LIABILITY	HDO G21712978	1/1/2005	1/1/2006	FIRE DAMAGE (ANY ONE FIRE)	\$ 5,000,000	
	X OCCURRENCE				MED EXP (PER PERSON)		
	X XCU INCLUDED				PERSONAL & ADV INJURY	\$ 5,000,000	
	X ISO FORM CG 00 01 10 01				GENERAL AGGREGATE	\$ 6,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS/COMP. OP. AGG	\$ 6,000,000	
	X PROJECT						
	X LOCATION						
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT	\$ 10,000,000	
A	X ANY AUTO	ISA H07932704	1/1/2005	1/1/2006	(EACH ACCIDENT)		
	ALL OWNED AUTOS						
	X HIRED AUTOS						
	X NON-OWNED AUTOS						
	X MCS-90						
	<b>EXCESS LIABILITY/UMBRELLA</b>				EACH OCCURRENCE	\$ 15,000,000	
A	X OCCURRENCE	XOOG22082334	1/1/2005	1/1/2006	AGGREGATE	\$ 15,000,000	
	CLAIMS MADE						
	<b>WORKERS' COMPENSATION and EMPLOYERS LIABILITY</b>				WORKERS' COMPENSATION	STATUTORY	
A		WLR C44181095	1/1/2005	1/1/2006	EL EACH ACCIDENT	\$ 3,000,000	
					EL DISEASE-EA EMPLOYEE	\$ 3,000,000	
					EL DISEASE-POLICY LIMIT	\$ 3,000,000	
REMARKS: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT PROVISIONS:							
CHECK BOX <input checked="" type="checkbox"/> BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. <input checked="" type="checkbox"/> CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.							
<b>CERTIFICATE HOLDER:</b>  City of Oakland 250 Frank H. Ogawa Plaza Oakland, CA 94612				<b>CANCELLATION:</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. *EXCEPT 10 DAYS  AUTHORIZED REPRESENTATIVE: 			

**MARSH****CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER  
HOU-000586920-02**PRODUCER**Marsh USA Inc.  
1000 Main Street, Suite 3000  
Houston, TX 77002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

## COMPANY

**A** AMERICAN INTERNATIONAL SPECIALTY LINES INS CO

## COMPANY

**B**

## COMPANY

**C**

## COMPANY

**D**

WMI -10/20-PLL-04-06

**INSURED**Waste Management of Alameda County  
172 98th Avenue  
Oakland, CA**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY				GENERAL AGGREGATE	\$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$	
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$	
					FIRE DAMAGE (Any one fire)	\$	
					MED EXP (Any one person)	\$	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:		
					EACH ACCIDENT	\$	
					AGGREGATE	\$	
	EXCESS LIABILITY				EACH OCCURRENCE	\$	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$	
					EL DISEASE-POLICY LIMIT	\$	
					EL DISEASE-EACH EMPLOYEE	\$	
A	OTHER Pollution Legal Liability	PLS 1213484	01/01/04	01/01/06	Each Incident Limit	10,000,000	
					Aggregate Limit	20,000,000	
					is Excess the SIR		
					Self Insured Retention Limit	5,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**City of Oakland  
Financial Services Agency  
150 Frank H. Ogawa Plaza, Suite 6223  
Oakland, CA 94612**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Marlene McLoad

MM1(3/02)

*Marlene McLoad*

VALID AS OF: 09/24/04

By: ACE American Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Named Insured:**

Waste Management of Alameda County  
172-98th Avenue  
Oakland, CA 94603

**Name of Person or Organization:**

The City, its officers, employees, agents, volunteers, appointed and elected officials

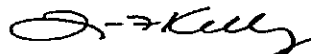
(If no entry appears above, information required to complete this endorsement would be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you. \*

Such insurance as is afforded by this policy for the additional insured shown in the Schedule of this endorsement shall apply as primary insurance and we will not seek contribution from any other insurance of self-insurance maintained by such additional insured.

\*where and to the extent required by written contract.

AUTHORIZED REPRESENTATIVE:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART.

### **SCHEDULE**

**Name of Person or Organization:**

The City, its officers, employees, agents, volunteers, appointed and elected officials

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the schedule. \*

\*Where and to the extent required by written contract.

**YY. Alameda County Measure D**

THE ALAMEDA COUNTY WASTE REDUCTION AND RECYCLING  
INITIATIVE CHARTER AMENDMENT:  
(FINAL TEXT: NOVEMBER 13, 1989)

SECTION 64: WASTE REDUCTION AND RECYCLING

SUBSECTION 64.010: NAME

This Section of the Alameda County Charter shall be known and may be cited as the Alameda County Waste Reduction and Recycling Act of 1990 (hereinafter the "Act").

SUBSECTION 64.020: PURPOSE

The purpose of this Act is to:

- A. Provide for an Alameda County Source Reduction and Recycling Plan (hereinafter the "Recycling Plan") in conformance with new state law requiring all California cities and counties to plan, fund and implement a comprehensive source reduction and recycling program (Paragraph 64.040(B));
- B. Meet, by January 1, 1995, the state-mandated goal of reducing by at least twenty-five percent the refuse landfilled in Alameda County, then meet by January 1, 2000, the further state-mandated goal of fifty percent, and set longer-term goals starting at seventy-five percent (Paragraph 64.040(A));
- C. Ensure that the Recycling Plan provides for at least the following essential elements:
  - 1. An Alameda County-wide Source Reduction Program (Subsection 64.080) to minimize the generation of refuse;
  - 2. Residential Recycling Programs (Subsection 64.090) to provide each Alameda County residence with curbside pick-up of recyclable materials;
  - 3. Commercial Recycling Programs (Subsection 64.100) to reduce the refuse disposal costs of businesses and government agencies;
  - 4. An Alameda County-wide Recycled Product Market Development Program (Subsection 64.110) to create and strengthen stable markets for recycled materials;  
and

5. A Recycled Product Purchase Preference Program (Subsection 64.120) to further encourage recycled materials markets by maximizing the amount of recycled products purchased by County government agencies;
- D. Fund the Recycling Plan by instituting a six dollar per ton surcharge on materials disposed of in Alameda County landfills (Paragraph 64.050(A));
- E. Create an Alameda County Source Reduction and Recycling Board (hereinafter the "Recycling Board") to coordinate the Recycling Plan (Subsection 64.130);
- F. Prohibit the incineration of refuse within Alameda County (Subsection 64.140).

#### SUBSECTION 64.030: FINDINGS

The people of Alameda County find and declare that:

- A. The increasing consumption of single-use and environmentally harmful products depletes natural resources, produces huge quantities of refuse -- most of which is disposed of in ways that damage the environment -- and, ultimately, will injure future generations;
- B. The use of terms such as "garbage" and "solid waste" result from -- and serve to reinforce -- wasteful attitudes; the materials referred to by these terms retain their value as natural resources, and should instead be described and treated as "discarded materials" to be recycled rather than incinerated or landfilled;
- C. At least ninety percent of the discarded materials generated within Alameda County are landfilled as are vast quantities of discarded materials from neighboring counties; existing landfill capacity in the Bay Area will be exhausted in less than twenty-five years, while new landfills are increasingly difficult and expensive to site; landfill is neither a long-term, nor a sustainable, nor an environmentally safe option for disposal of discarded materials;
- D. Refuse incinerators are a poor alternative to source reduction and recycling: such incinerators damage the environment by wasting natural resources that could instead be recycled, by accelerating the release of greenhouse gasses -- which worsen global warming -- and by generating toxic substances;
- E. Each person discards materials and should therefore be involved in solving the problems caused by the disposal of such materials; this involvement must include changes in individual behavior resulting from each person's awareness of her or his role in creating or finding solutions to environmental problems; only through such changes can sustainable consumption and disposal patterns be established and the biosphere restored:

- F. The County government shares a responsibility with Alameda County cities and sanitary districts to provide a comprehensive source reduction and recycling program which will foster these necessary changes in individual behavior as well as ensure that the goals set by state law are met; and
- G. The best available method for funding the Recycling Plan is a surcharge on materials disposed of at landfills.

SUBSECTION 64.040: RECYCLING POLICY GOALS AND RECYCLING PLAN

A. Recycling Policy Goals:

1. Consistent with the California Integrated Waste Management Act of 1990 (hereinafter the "CIWMA"), it shall be County policy to reduce, recycle, and compost, by no later than January 1, 1995, at least twenty-five percent (25%), and by no later than January 1, 2000, at least fifty percent (50%), by weight, of all discarded materials generated within Alameda County.
2. The Recycling Board shall establish, not later than January 1, 1999, a date to reduce, recycle, and compost at least seventy-five percent (75%), by weight, of all discarded materials generated within Alameda County, and, as necessary to the establishment of sustainable discarded materials management practices, shall subsequently establish a date (or dates) to reduce, recycle and compost further quantities of discarded materials.

- B. The Recycling Board shall develop, within one (1) year of the effective date of this Act, a plan to establish the recycling programs necessary to meet the recycling policy goals set forth in Subparagraph 64.040(A)(1) (all citations contained in this Act are, unless otherwise noted, to this Act), said plan to be known as the Alameda County Source Reduction and Recycling Plan (Recycling Plan). The Recycling Board subsequently shall amend the Recycling Plan as necessary to meet said recycling policy goals, and as necessary to meet the further recycling policy goals established by the Recycling Board pursuant to Subparagraph 64.040(A)(2). The Recycling Plan shall incorporate all Alameda County recycling programs, whether funded by this Act or not. In developing and amending the Recycling Plan, the Recycling Board shall consult with the Alameda County Board of Supervisors (hereinafter the "Board of Supervisors"), the Alameda County Waste Management Authority (hereinafter the "Authority") and Alameda County municipal governing bodies, and furthermore shall seek to maximize public input as to the contents of the Recycling Plan by holding public hearings and establishing public advisory committees.

- C. The Recycling Board shall contract, not more than four (4) years after the effective date of this Act, and then every five (5) years thereafter, for an audit to determine compliance with the Recycling Plan and the degree of progress toward the recycling policy goal then in effect. Said audits shall be conducted by an independent auditor (or auditors) with experience in source reduction and recycling. The reports of said audits shall be completed within one (1) year and issued to each municipality, the Board of Supervisors and the Authority. Said reports shall include at least the following:
1. A narrative and analytical evaluation of all recycling programs within Alameda County, whether funded through this Act or not, both Alameda County-wide and within each municipality;
  2. A statistical measure of the progress toward the recycling policy goal then in effect;
  3. An evaluation of the Recycling Board's activities, including, but not limited to, an accounting of the monies spent by the Recycling Board; and
  4. Recommendations to the Recycling Board, the Board of Supervisors, the Authority, and the municipal governing bodies for the maintenance and expansion of recycling programs, and any necessary resulting amendments to the Recycling Plan.

#### SUBSECTION 64.050: RECYCLING FUND

- A. Commencing not later than three (3) months after the effective date of this Act, each landfill or incinerator in Alameda County shall collect a surcharge of six dollars (\$6.00) per ton on all refuse accepted for landfilling or incineration at said landfill or incinerator. All monies collected through said surcharge shall be paid by the operators of each landfill or incinerator into a fund, to be known as the Alameda County Recycling Fund (hereinafter the "Recycling Fund"), established for the purpose of receiving and disbursing monies pursuant to this Act. The Board of Supervisors shall ensure the collection of said surcharge, either by modifying the use permits of said landfills and incinerators or by any other necessary means.
- B. Should the collection of said surcharge be found to be in violation of an existing contract or agreement to import refuse generated outside of Alameda County for landfilling or incineration within Alameda County, the Board of Supervisors may vote to waive collection of said surcharge for the refuse described within said contract or agreement. However, any future contract or agreement for the importation of refuse for landfilling or incineration within Alameda County, executed or negotiated after the effective date of this Act, shall provide for the collection of said surcharge for the refuse described within said contract or agreement.

- C. Any necessary costs of collection of said surcharge incurred by landfill or incinerator operators shall not be subtracted from said surcharge but, consistent with Subsection 64.070, shall be passed through to refuse generators by means of the refuse collection rates set by each municipality.
- D. Said surcharge may be adjusted only as follows:
1. The Board of Supervisors may place a ballot measure on the Alameda County ballot for an alternative or additional funding mechanism for the Recycling Fund. Said funding mechanism may levy a surcharge or disposal fee on types of discarded materials. Said ballot measure may also include a provision to adjust said surcharge in direct correlation to the funding resultant from the proposed surcharge or disposal fee.
  2. The Authority may pay monies within its jurisdiction to the Recycling Fund with the intent of mitigating said surcharge. Should the Authority vote to do so, the Board of Supervisors shall adjust said surcharge accordingly, provided that no such adjustment shall result in a net loss to the total receipts to the Recycling Fund within a given year.
  3. The Board of Supervisors may vote at any time to adjust said surcharge in direct accordance with changes in the Consumer Price Index.
  4. Commencing January 1, 1995, and once every five years thereafter, the Board of Supervisors may vote, with the advice of the Authority and/or a double majority of the cities, to pass an ordinance adjusting said surcharge by up to twenty percent (20%). Said ordinance may take effect immediately, but shall be subject to approval or repeal by a vote of the people at the next regularly scheduled Alameda County election.
  5. The Board of Supervisors may vote, with the concurrence of a double majority of the cities, to adjust said surcharge, if either the federal government or the State of California institutes recycling programs that duplicate and fund the recycling programs established by this Act.
- E. The Recycling Board shall administer the Recycling Fund in accordance with the provisions of this Act. Recycling Fund monies that are not immediately expended may be temporarily invested, under the direction of the Recycling Board and in accordance with accepted principles of financial management, in financial instruments that encourage, to the extent possible, source reduction and recycling while discouraging non-sustainable uses of natural resources. Any interest or other income resulting from such investments shall accrue to the Recycling Fund.

SUBSECTION 64.060: SUPPORT FOR RECYCLING PROGRAMS

- A. During the first twenty-seven (27) months after the effective date of this Act, the Recycling Board shall support recycling programs and otherwise fulfill the provisions of this Act by disbursing monies from the Recycling Fund as follows:
1. Eighty percent (80%) of the total shall be apportioned on a per capita basis to municipalities for the planning and implementation of Residential Recycling Programs and/or Commercial Recycling Programs, for new or expanded recycling programs, and for the preparation of the city source reduction and recycling elements, pursuant to the CIWMA. Funds so disbursed shall be used exclusively for supporting municipal recycling programs.
  2. Twenty percent (20%) of the total shall be applied to the following:
    - a. The development and implementation of the Source Reduction Program, the Recycled Product Market Development Program and the Recycled Product Purchase Preference Program;
    - b. The Recycling Board's expenses for the administration of this Act; and
    - c. The preparation of the Alameda County source reduction and recycling element, pursuant to the CIWMA.
- B. Commencing twenty-eight (28) months after the effective date of this Act, the Recycling Board shall support recycling programs and otherwise fulfill the provisions of this Act by disbursing monies from the Recycling Fund as follows:
1. Fifty percent (50%) shall be disbursed on a per capita basis to municipalities for the continuation and expansion of municipal recycling programs.
  2. Ten percent (10%) shall be applied to a grant program for nonprofit organizations engaged in maximizing recycling, composting, and reducing waste within Alameda County. The Recycling Board shall be an organization eligible to receive funds under this Subparagraph, for the purposes of conducting planning, research, and studies directed at furthering the purposes of this Act.
  3. Ten percent (10%) shall be applied to the Source Reduction Program.
  4. Ten percent (10%) shall be applied to the Recycled Product Market Development Program.

5. Five percent (5%) shall be applied to the Recycled Product Purchase Preference Program.
  6. Fifteen percent (15%) shall be disbursed on a discretionary basis by the Recycling Board to support any of the activities described within this Paragraph. A portion of said fifteen percent (15%) may be retained by the Recycling Board to cover the necessary costs of administering the Recycling Fund, provided, however, that said portion shall not exceed three percent (3%) of the total funds paid to the Recycling Fund in a given year.
- C. For the purpose of apportionment of funds under the provisions of this Subsection, and for the purpose of sound discarded materials management, the Recycling Board shall cause accurate, reliable, and up-to-date estimates to be maintained of the amounts and kinds of recycling and refuse generation occurring in each municipality. For the purpose of ensuring comparability of data, any composition study or waste characterization study performed with Recycling Fund monies shall comply with standards to be established by the Recycling Board. Said standards shall include, but shall not be limited to, both methodology and categories of discarded materials. In establishing said standards, the Recycling Board should utilize the categories for discarded materials outlined in Paragraph 64.150(0).
- D. Contracts using Recycling Fund monies shall be made for periods of not more than five (5) years, except that, upon a finding of the Recycling Board that a longer period is necessary in order to capitalize a specific project, the Recycling Board may vote to allow a particular contract to be made for a period of not more than ten (10) years. No contract using Recycling Fund monies shall provide for an option to renew or any similar provision that would result in the extension of a contract, on a less than fully competitive basis, for a cumulative period of more than five (5) years or, in the case of a contract which the Recycling Board has authorized to be made for a longer period for purposes of capitalization, more than ten (10) years.
- E. Nothing in this Act shall prevent any municipality, other jurisdiction, or other organization within Alameda County from raising or expending additional funds or taking other actions in support of recycling programs.
- F. Commencing January 1, 1995, the Recycling Board may vote, with the concurrence of the Board of Supervisors and a double majority of the cities, to adjust the distribution of funds under Paragraph 64.060(B) in order to further progress toward the recycling policy goal then in effect.

SUBSECTION 64.070: MUNICIPAL RATE STRUCTURES

- A. In order to be eligible to receive monies from the Recycling Fund, each municipality must, either by adjusting local refuse collection rates or by instituting a product disposal fee, provide for full reimbursement to its local refuse hauler(s) for the costs of the surcharge established by Paragraph 64.050(A).
- B. Upon request of a municipality, the Recycling Board shall cooperate with said municipality, the Alameda County Joint Refuse Rate Review Committee and the refuse hauler(s) serving said municipality to design an incremental refuse collection rate structure which will:
  - 1. Fully reimburse said hauler(s) for the increased costs resulting from the surcharge established by Paragraph 64.050(A);
  - 2. Encourage source reduction and recycling among residents by charging successively higher amounts for each garbage can collected; and
  - 3. Provide residents with the option to use smaller garbage cans at a decreased rate in order to reward source reduction and recycling.
- C. Upon request of a municipality, the Recycling Board shall cooperate with said municipality, the Alameda County Joint Refuse Rate Review Committee, and the refuse hauler(s) serving said municipality to design a product disposal fee, to be levied on purchases of products, with emphasis on those products that either are non-recyclable or are environmentally harmful, which will:
  - 1. Allow said municipality to fully reimburse, in lieu of or in addition to an increase in refuse collection rates, said hauler(s) for the increased costs resulting from the surcharge established by Paragraph 64.050(A);
  - 2. Encourage source reduction among residents; and
  - 3. Discourage the purchase of environmentally harmful products.

#### SUBSECTION 64.080: SOURCE REDUCTION PROGRAM

The Recycling Board shall disburse monies allocated in Subparagraphs 64.060(A)(2) and 64.060(B)(3), on a discretionary basis, for the development of an Alameda County-wide Source Reduction Program. Funded components of the Source Reduction Program shall include, but shall not be limited to, the following:

- A. A county waste minimization program with a goal of reducing the weight of County purchases, and with a specific goal of reducing the weight of County purchase of paper

products by ten percent (10%) by January 1, 1995, and by fifteen percent (15%) by January 1, 2000. Said program shall emphasize the conservation of paper products by means of a comprehensive employee education program. The Recycling Board may establish further goals for reduction in County purchases.

- B. An annual non-monetary award program for businesses which demonstrate a significant reduction in the use of packaging materials or the use of materials in manufacturing processes, or waste reduction through the durability and/or recyclability of their products.
- C. An industry and/or university program to research and develop source reduction opportunities and incentives.
- D. An intensive public education campaign to promote alternative individual consumer habits and in-house source reduction programs for businesses and institutions.
- E. Disposal cost reduction studies and waste audit services to demonstrate to businesses and institutions the efficacy of recycling programs.

SUBSECTION 64.090: RESIDENTIAL RECYCLING PROGRAMS

Within two (2) years of the initiation of the Recycling Fund, each municipality receiving monies from the Recycling Fund shall provide a Residential Recycling Program to every resident to whom refuse collection service is offered on a regular schedule which is as frequent as said refuse collection. However, it shall not be mandatory to provide said program to residents more than once a week.

SUBSECTION 64.100: COMMERCIAL RECYCLING PROGRAMS

Within two (2) years of the initiation of the Recycling Fund, each municipality receiving monies from the Recycling Fund shall make an adequate Commercial Recycling Program available to every business, government, and public or private institution to which refuse collection is offered, on a regular schedule. Municipalities may determine that a Recyclable Materials Recovery Program is an appropriate means of satisfying a part of this requirement.

SUBSECTION 64.110: RECYCLED PRODUCT MARKET DEVELOPMENT PROGRAM

The Recycling Board shall disburse monies allocated in Subparagraphs 64.060(A)(2) and 64.060(B)(4) of this Act, on a discretionary basis, for a program to develop and expand markets for recycled products. Funded components of the Recycled Product Market Development Program shall include, but shall not be limited to, the following:

- A. A regional cooperative marketing strategy;
- B. Grants for demonstration projects targeted at new uses of recycled materials and new techniques for recycling materials;
- C. An Alameda County-wide information exchange which targets potential users and sources of recycled products; and
- D. Municipal programs to administer permit assistance to recycling industries.

SUBSECTION 64.120: RECYCLED PRODUCT PURCHASE PREFERENCE PROGRAM

- A. The County shall purchase Recycled Products where they are comparable in function and equal in cost to products manufactured from virgin materials.

- B. The County shall apply, to the extent made possible by the availability of monies under Subparagraphs 64.060(A)(2) and 64.060(B)(5), a price preference of ten percent (10%) to its purchases of Recycled Products where said Recycled Products are comparable in function to products manufactured from virgin materials.
1. Price preferences shall be applied to a full range of recycled product categories, including, but not limited to, recycled paper products, compost and co-compost products, recycled glass, recycled oil, and recycled solvents and paints.
  2. The Recycling Board may establish a price preference which is greater than ten percent (10%) for certain recycled product categories, if it is demonstrated that the manufacturing costs for said recycled product categories are higher than the manufacturing costs for similar products produced with virgin materials such that a ten percent (10%) preference is insufficient for said recycled products to be competitive.
  3. Commencing January 1, 1995, the Recycling Board may reduce the price preference for certain recycled product categories, if it is demonstrated that the manufacturing costs for said recycled product categories are competitive with the manufacturing costs for similar products produced with virgin materials, and that any such reduction will not result in a substantial decrease in the percentage of recycled products purchased in the category affected by the reduction.
  4. Any monies remaining after fulfilling the other requirements of this Paragraph in a given year shall be apportioned by the Recycling Board to municipalities which have established similar price preferences and recycled product specifications.
- C. Consistent with Paragraphs 64.120(A) and (B), the County shall modify its purchasing forms and procedures to ensure that, beginning no later than one (1) year after the effective date of this Act, information as to the recycled content, including both postconsumer discards and secondary discards, of all supplies and materials purchased by the County is available and taken into account during the purchasing process. Said information shall also be obtained for the supplies and materials portions of all public works contract bids that are received by the County.
- D. Any County agency which has responsibility for drafting or reviewing specifications for procurement items shall be required to revise said specifications, within one (1) year of the effective date of this Act, to eliminate exclusions of recovered materials and requirements that said items be manufactured from virgin materials.
- E. To the extent that the practice of accepting bids for multiple products inhibits the purchase of recycled products, the County shall accept bids for individual products and/or bids for fewer products.

- F. The Recycling Board may establish standards for a recycled product category which exceed the levels of postconsumer and secondary discard content established by this Act, provided, however, that said standards will not result in a substantial decrease in the percentage of recycled products purchased in said category.
- G. Notwithstanding any other provision of this Charter, this Subsection shall apply to the supplies and materials portions of all public works contracts made by the County. The County may set minimum amounts of recycled products, both by quantity and by category, to be utilized in the execution of said contracts; and shall contract separately for the supplies and materials portions of said contracts where such separate contracting would result in more complete compliance with this Act while not significantly increasing the cost of a given contract, except as allowed by Paragraph 64.120(B).
- H. It shall be a County policy goal to purchase recycled paper products such that, by January 1, 1995, at least fifty percent (50%) of the total dollar amount of paper products purchased or procured by the County shall be purchased or procured as recycled paper products. Not later than January 1, 1999, the Recycling Board shall recommend to the Board of Supervisors further policy goals for County purchases of all types of recycled products.

#### SUBSECTION 64.130: RECYCLING BOARD

- A. The Board of Supervisors and the Authority shall appoint an eleven (11) member board, to be known as the Alameda County Source Reduction and Recycling Board (Recycling Board), to administer this Act as well as to carry out any other tasks consistent with the purposes of this Act that may subsequently be given to the Recycling Board by the voters or the Board of Supervisors.
- B. To avoid unnecessary administrative duplication, the Board of Supervisors shall seek the consent of a double majority of the cities for the Recycling Board to serve as the local task force mandated by California Public Resources Code Section 40950 (as enacted by the CIWMA). A failure to obtain such consent shall not be construed to inhibit the establishment of the Recycling Board. In the event that the Recycling Board is not named as said local task force, the Recycling Board shall review any recommendations of a local task force regarding source reduction and recycling.
- C. To further avoid unnecessary administrative duplication, the Authority may, within ninety (90) days of the effective date of this Act, accept the Recycling Board as a subsidiary body of the Authority. Should the Authority not so accept the Recycling Board, or if the Authority at any time ceases to exist, the Recycling Board shall be established as a separate entity within the structure of County government. However,

notwithstanding an initial failure by the Authority to so accept the Recycling Board, the Board of Supervisors may at any time, upon request of the Authority, make the Recycling Board a subsidiary body of the Authority.

D. Members of the Recycling Board shall be appointed in accordance with the following:

1. The Authority may appoint five (5) of its members to sit on the Recycling Board. Should any or all of said five (5) Recycling Board members not be appointed by the Authority within four (4) months of the effective date of this Act, the Board of Supervisors shall cooperate with a double majority of the cities to appoint said member or members, except that a member appointed under such circumstances need not be a member of the Authority, but must be a member of the governing body of a municipality.
2. The Board of Supervisors shall appoint six (6) Alameda County residents to the Recycling Board as follows:
  - a. A representative of an organization engaged primarily in operating recycling programs within Alameda County;
  - b. A source reduction specialist with substantial experience as such;
  - c. A representative of the recyclable materials processing industry;
  - d. A representative of the solid waste industry;
  - e. A representative of an environmental organization with a significant membership active in recycling issues within Alameda County; and
  - f. An environmental educator employed as such on a full-time basis.
3. The membership of the Recycling Board shall reflect expertise in the field of source reduction and recycling.
4. No for-profit corporation, including its divisions, affiliates, parents and subsidiaries, wholly or partially owned, may have more than one (1) employee or representative on the Recycling Board at any one (1) time.
5. All members of the Recycling Board shall be appointed within four (4) months of the effective date of this Act. Members of the Recycling Board shall serve a term of two (2) years, and may be reappointed for one (1) successive term, except that, for the purpose of ensuring continuity in the administration of this Act, the initial terms of two (2) of the members appointed by the Authority and three (3) of the members

appointed by the Board of Supervisors shall be one (1) year. Should a Recycling Board member appointed by the Authority cease to be a member of the Authority, or if a Recycling Board member who is a member of the governing body of a municipality should cease to be a member of said governing body, or if a Recycling Board member ceases to be a resident of Alameda County, her or his seat on the Recycling Board shall be immediately deemed to be vacant.

6. Should a Recycling Board member for any reason vacate her or his seat, the governing body (or bodies) that appointed said member shall appoint a new member within two (2) months of the date the seat is vacated, except that if the appointing body is the Authority and the Authority has either ceased to exist or has failed to appoint a new member within said two (2) month period, the Board of Supervisors shall cooperate with a double majority of the cities to make the appointment. All such appointments to the Recycling Board shall otherwise be made in compliance with the requirements that applied to the original appointments.
  7. In the event of temporary incapacity or other inability to attend Recycling Board meetings, a Recycling Board member may request that the governing body (or bodies) that appointed said member appoint an interim Recycling Board member to serve, for a period of no more than three (3) months, in the place of said member.
- E. The Recycling Board shall schedule and conduct regular meetings at least once each calendar month, and shall schedule special meetings and committee meetings as necessary to the business of the Recycling Board. Regular meetings shall be scheduled with at least one (1) month advance notice to the public. Special meetings and committee meetings shall be scheduled with at least one (1) week advance notice to the public.
  - F. Recycling Board members shall attend at least three fourths (3/4) of the regular meetings within a given calendar year. At such time as a member has been absent from more than one fourth (1/4) of the regular meetings in a calendar year, or from two (2) consecutive such meetings, her or his seat on the Recycling Board shall be considered vacant.
  - G. Consistent with the principle of maximizing public participation in all Recycling Board activities, the Recycling Board may establish advisory committees and shall provide for full participation of the public in the functions of such bodies.
  - H. The Recycling Board shall hold its meetings, hearings, public hearings, and other proceedings in such places and at such times as are likely to maximize access to said proceedings by as broad a range of Alameda County residents as is reasonably possible. To this end, the Recycling Board shall hold at least one (1) regularly scheduled evening meeting per year in each supervisorial district in a location accessible by public transit and shall ensure full access to all Recycling Board meetings by the physically disabled.

- I. All hearing, meetings, proceedings or other discussions of the Recycling Board, or of any committee or other subsidiary body of the Recycling Board, shall be open to the public, as shall the minutes, records of proceedings or documents received or discussed by the Recycling Board or its subsidiary bodies. Access to meetings or documents of the Recycling Board may be restricted only in circumstances authorized by those provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.), or of the California Public Records Act (California Government Code Sections 6250 et seq.), or of any successor legislation to either said act, relating to actual or imminent litigation or to evaluation of an employee of the Recycling Board. No such restriction shall be lawful unless it is first justified in the relevant written notice of meeting by specific identification of the actual or anticipated litigant or by specific identification of the position of the Recycling Board employee to be evaluated. All Recycling Board documents shall be made available for copying by members of the public for the direct cost of the copies only, not to exceed a limit of ten (10) cents per page. Said limit may be adjusted by the Recycling Board in direct proportion to the Consumer Price Index.
- J. The Recycling Board shall formulate rules for its own procedures and other rules as necessary to facilitate the implementation of the provisions of this Act.
- K. Each Recycling Board member shall have one (1) vote. A quorum for decisions of the Recycling Board shall be a majority of its members, except that a smaller number may vote to adjourn meetings.
- L. The members of the Recycling Board shall elect from their number a chair to be the presiding officer of said Recycling Board. The term of office of said chair shall be no more than one (1) year and shall expire at the end of the calendar year in which the chair sits.
- M. Each Recycling Board member shall receive compensation not to exceed three thousand dollars (\$3,000.00) for one (1) calendar year, not to exceed one hundred dollars (\$100.00) for each regular meeting of the full Recycling Board, or each special meeting or committee meeting of at least two (2) hours duration, which said member has attended.
- N. The Recycling Board shall hire such staff as are required to implement the provisions of this Act. Staff salaries and benefits shall be paid out of the monies allocated for the administration of this Act, pursuant to Subparagraphs 64.060(A)(2) and 64.060(B)(6).
- O. The Recycling Board may apply for, receive and expend supplementary funding grants from private and public sources.
- P. Conflicts of Interest:

1. No Recycling Board member shall participate in any Recycling Board action or attempt to influence any decision or recommendation by any employee of or consultant to the Recycling Board which involves herself or himself, or which involves any entity with which the member is connected as a director, officer, elected official, consultant, or full-time or part-time employee, or in which the member has a direct personal financial interest within the meaning of California Government Code Section 87100, or any successor statute thereto.
2. No Recycling Board member shall participate in any proceeding before any agency of either the County or a municipality as a consultant or in any other capacity on behalf of any solid waste handler, recycling organization, or other person or organization which actively participates in matters before the Recycling Board. Nothing in this Subsection shall be construed to prohibit a representative from a municipality from fully participating in the deliberations of her or his own governing board.
3. For a period of one (1) year after leaving her or his seat on the Recycling Board, a former Recycling Board member shall not act as an agent or attorney for, or otherwise represent, any other person before the Recycling Board by making any formal or informal appearance or by making any oral or written communication to the Recycling Board.

Q. Ex Parte Communications:

1. No Recycling Board member, or person who serves as a consultant or in any other capacity on behalf of a solid waste handler, recycling organization, or other public or private entity which actively participates in matters before the Recycling Board, or other person who intends to influence the decision of a Recycling Board member on a matter before the Recycling Board, excepting a staff member of the Recycling Board acting in her or his official capacity, shall conduct an ex parte communication unless the following steps are taken:
  - a. The Recycling Board member shall notify the person who engaged in the ex parte communication that a full disclosure of said communication must be entered in the Recycling Board's record; and
  - b. Either the Recycling Board member or the person who engaged in said communication shall, prior to the next regularly scheduled meeting of the Recycling Board, submit a full written disclosure of said communication which shall be entered in the Recycling Board's official record.
2. For the purposes of this Paragraph, "ex parte communication" shall mean any oral or written communication concerning matters, other than purely procedural issues, under the jurisdiction of the Recycling Board which are subject to a vote of the Recycling

Board, but shall not mean any such communication performed before the Recycling Board, or any subsidiary body thereto.

- R. Violations of Paragraphs 64.130(P) or (Q) shall be punishable as a misdemeanor.
- S. Upon request of any person or on her or his own initiative, the Alameda County District Attorney may file a complaint in Alameda County Superior Court alleging that a Recycling Board member has knowingly violated Paragraphs 64.130(P) or (Q), including the facts upon which said allegation is based, and asking that said Recycling Board member be removed from office. If, after trial, the court finds that the Recycling Board member has knowingly violated either of said Paragraphs, it shall enter a judgement removing said member from office.
- T. All documents issued by or in the name of the Recycling Board shall be printed double-sided on recycled paper with the highest postconsumer content available.

#### SUBSECTION 64.140: PROHIBITION OF INCINERATION

It shall be unlawful to operate any incinerator within Alameda County. Furthermore, it shall be unlawful to landfill within Alameda County the ash or residue from any incinerator, regardless of the location of said incinerator.

#### SUBSECTION 64.150: DEFINITIONS

The following words and phrases used in this Act shall have, for the purposes of interpreting and applying this Act, the following meanings:

- A. "Act" shall mean this Section, Section 64 of the Alameda County Charter as enacted by the Alameda County Waste Reduction and Recycling Act of 1990.
- B. "Alameda County" shall mean the geographic entity, including both the incorporated and unincorporated areas.
- C. "Authority" shall mean the Alameda County Waste Management Authority.
- D. "Board of Supervisors" shall mean the Alameda County Board of Supervisors.
- E. "Buy-Back Program" shall mean a program to purchase recyclable supplies, materials or goods from the public.
- F. "Charter" shall mean the Alameda County Charter as amended by this Act.

- G. "CIWMA" shall mean the California Integrated Waste Management Act of 1989, presently codified as California Public Resources Code Sections 40000 et seq.
- H. "Commercial Recycling Program" shall mean a program to collect, purchase, receive, process, and/or market discarded materials generated by businesses or institutions, public or private, for the purpose of recycling said discarded materials; and shall include a Recycling Education Program to encourage the participation of said businesses or institutions.
- I. "Compostable materials" shall mean nontoxic materials collected for composting, including, but not limited to, plant debris, putrescibles, wood and soils.
- J. "Composting" means the controlled biological decomposition of organic materials that are separated from the discarded materials stream.
- K. "Composting Program" shall mean a program to collect, purchase, receive, process, and/or market compostable materials, or co-compost said compostable materials with manures, dairy discards, or fish processing discards, with the aim of producing a nontoxic finished product usable as a compost, soil amendment, landfill cover, or potting soil.
- L. "Construction and Demolition Debris Recycling Program" shall mean a program to collect, purchase, receive, process, and/or market discarded materials generated in the construction and/or demolition of improvements to real property.
- M. "Consumer Price Index" shall mean the index for the San Francisco Bay Area issued by the United States Department of Labor.
- N. "County" shall mean the government of Alameda County, including any department, board, commission, agency or duly authorized official thereof.
- O. "Discarded materials," "discarded materials supply" and "discards" shall mean materials that a person, business, industry, or institution has delivered to a disposal facility, or has set in or next to a receptacle that is regularly emptied for disposal, or has abandoned in a public place, but shall not be construed to mean materials that must be handled as hazardous or infectious waste; and shall be composed of the following categories:
1. "Chemicals," including, but not limited to, recyclable and/or reusable solvents, paints, motor oil, and lubricants;
  2. "Crushables," including, but not limited to, rock, ceramics, concrete, and nonreusable brick;

3. "Glass," including, but not limited to, glass containers and window glass;
  4. "Manures," including, but not limited to, sewage sludge that has been dewatered, treated or chemically fixed, and livestock and horse manure;
  5. "Metals," both ferrous and nonferrous, including cans, parts from abandoned vehicles, plumbing, fences, metal doors and screens, and any other discarded metal objects;
  6. "Paper," including, but not limited to, newsprint, ledger paper, computer paper, corrugated cardboard and mixed paper;
  7. "Plant debris," including, but not limited to, leaves, cuttings, and trimmings from trees, shrubs and grass;
  8. "Plastics," including, but not limited to, beverage containers, plastic packaging, tires, and plastic cases of consumer goods such as telephones or electronic equipment;
  9. "Putrescibles," including, but not limited to, garbage, offal, and animal, fruit and vegetable debris;
  10. "Reusable goods," including intact or repairable home or industrial appliances, household goods, and clothing; intact materials in demolition debris, such as lumber or bricks; building materials such as doors, windows, cabinets, and sinks; business supplies and equipment; lighting fixtures; and any other item that can be repaired or used again as is;
  11. "Soils," including, but not limited to, excavation soils from barren or developed land, and excess soils from yards;
  12. "Textiles," including, but not limited to, nonreusable clothing, upholstery and pieces of fabric; and
  13. "Wood," including, but not limited to, nonreusable lumber and pallets.
- P. "Disposal facility" shall mean a facility to receive, purchase, process, incinerate and/or landfill discarded materials.
- Q. "Double majority of the cities" shall mean a majority of the cities representing a majority of the population in the incorporated areas of Alameda County.

- R. "Drop-Off Program" shall mean a program to accept the donation of recyclable materials at a fixed site for the purpose of recycling said materials.
- S. "Hazardous waste" shall mean any material defined as hazardous waste by California Health and Safety Code Section 25117, or by any successor statute thereto, but notwithstanding said section or successor statute shall include ash and/or residue from an incinerator.
- T. "Incinerator" shall mean a facility that burns, as a means of disposal and/or energy production, refuse, refuse-derived fuel, any material recovered from a mixed supply of discarded materials, any type of plastic, and/or any type of hazardous waste, but shall not mean a facility dedicated to burning infectious waste or potentially infectious waste.
- U. "Infectious waste" shall mean any material defined as infectious waste by California Health and Safety Code Section 25117.5, or by any successor statute thereto.
- V. "Landfill" shall mean a facility that buries discards as a means of disposal.
- W. "Municipal recycling programs" shall mean recycling programs within a municipality, or recycling programs administered as a joint effort between municipalities.
- X. "Municipality" shall mean a city or sanitary district located in Alameda County.
- Y. "Postconsumer discards" shall mean finished materials which would have been disposed of as discarded materials, having completed their life cycle as consumer items, and does not include manufacturing discards.
- Z. "Recyclable Material Recovery Program" shall mean a program to receive, separate, and process mixed discarded materials for the purpose of removing materials which will later be used in the fabrication or manufacture of recycled products.
- AA. "Recycle" or "recycling" shall mean a process by which any good, material, supply or other object, which otherwise would be wasted, is recycled, reused, salvaged, or otherwise retrieved, collected, processed and/or marketed for return to use by society, either in its original form or in a new form; but shall not mean, with the exception of compost used for landfill cover, a program for landfilling or incinerating.
- BB. "Recycled product" shall mean a product, good, material, or supply, no less than fifty percent (50%) of the total weight of which consists of secondary and postconsumer discards with not less than ten percent (10%) of its total weight consisting of postconsumer discards; or any product, good, material or supply which has been diverted from the supply of discarded materials by refurbishing and marketing said product, good, material or supply without substantial change to its original form.

- CC. "Recycled Product Market Development Program" shall mean a program to create or improve markets for recycled products, including, but not limited to, one that facilitates the exchange of information between potential sources and users of recycled products; supports the development of techniques, systems, and practices of incorporating recycled materials into finished products; encourages enterprises that use recycled materials in place of non-recycled materials; and/or assists in the establishment of cooperative arrangements or organizations for marketing or purchasing recycled products.
- DD. "Recycling Board" shall mean the Alameda County Source Reduction and Recycling Board established pursuant to this Act.
- EE. "Recycling Education Program" shall mean a program to promote participation in recycling programs and/or disseminate information about the benefits of recycling; and encouraging sound consumption and disposal practices by using language and concepts consistent with achieving a sustainable environment.
- FF. "Recycling Fund" shall mean the Alameda County Recycling Fund established pursuant to this Act.
- GG. "Recycling Plan" shall mean the Alameda County Recycling Plan established pursuant to this Act.
- HH. "Recycling programs" shall mean Buy-Back Programs, Commercial Recycling Programs, Composting Programs, Construction and Demolition Debris Recycling Programs, Drop-Off Programs, Recyclable Material Recovery Programs, Recycled Product Market Development Programs, Recycled Product Purchase Preference Programs, Recycling Education Programs, Residential Recycling Programs, Salvage Programs, Source Reduction Programs, and/or research and planning to implement any of said programs.
- II. "Refuse" shall mean mixed discarded materials that are disposed of by landfilling or incineration, including, but not limited to, discarded materials that have been contaminated and thus rendered non-recyclable during the disposal process, either by being mixed during compaction or by any other process, and discarded products of a manufacturing process which combines natural resources in a manner which renders said resources unrecoverable.
- JJ. "Residential Recycling Program" shall mean a program to collect at least three (3) different kinds of materials, from at least two (2) different categories of discarded materials, by means of one (1) or more containers, separate from conventional garbage containers, where said recyclable materials are placed by residents at the curb or an equivalent location; and shall include a Recycling Education Program to encourage the participation of residents.

- KK. "Salvage Program" shall mean a program to collect, purchase, receive, process and/or market any fabricated good, material, and/or supply for reuse.
- LL. "Secondary discards" shall mean finished products, or fragments of finished products, of a manufacturing process which has converted a resource into a commodity of real economic value, and includes postconsumer discards; but shall not include excess virgin resources of said manufacturing process, such as fibrous wood discards generated during the manufacturing process, including fibers recovered from waste water, trimmings of paper machine rolls (mill broke), wood slabs, chips, sawdust, or other wood residue.
- MM. "Source Reduction Program" shall mean a program that results in a net reduction in the generation of discarded materials, including, but not limited to, a program to reduce the use of non-recyclable materials and hazardous waste; replace disposable materials and products with reusable materials and products; reduce packaging; reduce the amount of plant debris generated; reduce the amount of household hazardous waste generated; establish refuse collection rate structures with incentives to reduce the amount of refuse that generators produce; increase the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials in the manufacturing process; and/or maintain public education programs to accomplish any of these ends; but shall not be construed to include any steps taken after the material is discarded.
- NN. "Waste" shall mean discarded materials that have been rendered valueless by being incinerated, buried, contaminated, or otherwise destroyed; or the act of incinerating, burying, contaminating, or otherwise destroying the value of discarded materials.

SUBSECTION 64.160: EFFECTIVE DATE

Unless otherwise specified in this Act, the provisions of this Act shall take effect on the date it is accepted for filing by the California Secretary of State.

SUBSECTION 64.170: EFFECT ON OTHER COUNTY LAWS

No provision of this Act shall be construed to bar the enforcement of any existing County ordinances or regulations where the subject matter of said ordinances or regulations is wholly or partly the same as that of this Act, or to bar the enactment of any future such County ordinances and regulations. All County ordinances or regulations involving the subject matter of this Act shall be construed to further the purposes of this Act.

SUBSECTION 64.180: STATUS OF EXISTING CHARTER PROVISIONS

Any provision of the Alameda County Charter in effect prior to the effective date of this Act which conflicts in any way with any provision of this Act is hereby declared to be amended by implication. No such existing provision of said charter shall be construed to affect the application of any provision of this Act in a manner inconsistent with the purposes of this Act.

**SUBSECTION 64.190: SEVERABILITY**

If any subsection, paragraph, subparagraph, sentence, clause, or word of this Act is held unconstitutional or otherwise invalid, either on its face or as applied, the invalidity of said part or application thereof shall not affect the validity of the other parts of this Act, or the applications thereof; and to that end the parts and applications of this Act shall be deemed severable. It is hereby declared, notwithstanding any finding that a part or application of this Act is unconstitutional or otherwise invalid, that each of the parts of this Act would have been enacted separately.