

**THIRD AMENDMENT TO AGREEMENT TO
PROVIDE LONG-TERM LANDFILL DISPOSAL
CAPACITY**

This Third Amendment to the Agreement is entered into and Executed as of this 5th day of ~~July~~^{August}, 2011, by and between the City of Fremont (City), a political subdivision of the State of California, and Waste Management of Alameda County, Inc., (Contractor), a California Corporation and a subsidiary of USA Waste of California, Inc.

RECITALS

1. The City entered into an Agreement with the Contractor on December 16, 2003 to provide landfill disposal services at the Altamont Landfill, hereinafter "Altamont Landfill" which is owned and operated by the Contractor, to receive Residue from the Fremont Transfer Station.
2. The Parties originally anticipated that the Delivery Date to the Altamont Landfill would be September 1, 2004 but additional capacity was located at the Tri-Cities Landfill, so the Delivery Date to the Altamont Landfill has been substantially delayed.
3. City is currently Delivering approximately 75% of the Residue from the Fremont Transfer Station to the Altamont Landfill, this change was effective on July 1, 2010 (the Transitional Target Date).
4. In the Second Amendment to the Agreement, City and Contractor agreed to a date no later than July 1, 2011 to complete the transition of 100% of the Residue Delivery to the Altamont Landfill, unless Contractor provided certain Notice to the City regarding the need for an additional extension.
5. City received written Notice on April 5, 2011 from Contractor which confirmed that final grades over the entire Tri-Cities landfill had not yet been achieved and Contractor requested that the City allow the Delivery of 25% of the Residue from the Fremont Transfer Station to continue until December 31, 2012.
6. City believes that it is in the best interest of the City to continue to Deliver 25% of the Residue to the Tri-Cities Landfill and 75% of the Residue to the Altamont Landfill under the current contract rates and terms until December 31, 2012.
7. Waste Management of Alameda County, Inc is an affiliate of USA Waste of California, Inc., and USA Waste of California, Inc. will continue to provide a Financial Guaranty Agreement for this Agreement as amended

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties and conditions contained in this Third Amendment and the Agreement including the First and Second Amendment and for other good and valuable consideration, the City and the Contractor agree as follows:

ARTICLE 1. DEFINITIONS

Article 1 is hereby amended to read as follows:

Delivery Date means the date of first Delivery of 100% of the Residue to the Altamont Landfill, which shall be the earlier date of January 1, 2013 or the effective date the Contractor has Notified the City (with 90 days minimum Notice to City) that the Tri-Cities Landfill no longer has sufficient Capacity to Accept the 25% Residue and 100% of the Residue will then be Delivered to the Altamont Landfill.

Facility Closure Date means the earlier date of December 31, 2012 or the effective date the Contractor Notifies the City that the Tri-Cities Landfill no longer has sufficient Capacity for Acceptance of City's Residue.

Transitional Target Date means the July 1, 2010 date when Delivery of the Transitional Target Residue began.

ARTICLE 4. TERM OF AGREEMENT

4.01 is hereby revised to read as follows:

4.01 Base Term The Base Term shall commence on the Delivery Date, as revised by this Third Amendment, and will continue in effect for twenty (20) years, unless terminated earlier in accordance with Article 12 or Extended by the Parties.

ARTICLE 6. DELIVERY OF RESIDUE

6.01 is hereby revised to read as follows:

6.01 Notice to Deliver The City gave Notice to the Contractor to commence Delivery of the Transitional Target Residue on the identified Transitional Target Date to the Altamont Landfill and Contractor has Accepted Delivered 75% of the Residue for Disposal continuously since that time. This Third Amendment shall also constitute the Notice to commence Delivery to the Altamont Landfill of 100% of Residue no later than January 1, 2013, unless Contractor provides proper Notice to City to commence Delivery earlier than that date.

6.05 is hereby revised to read as follows:

6.05 City Obligation on the Delivery Date The City is obligated, beginning on the Delivery Date (as revised in this 3rd Amendment) and through the Base Term and any Extensions, to direct the Fremont Transfer Station Contractor to Deliver 100% (One Hundred Percent) Residue from the Fremont Transfer Station to the Altamont Landfill for purposes of Disposal.

6.05 a. is hereby added to read as follows:

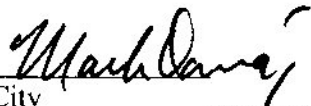
6.05 a. City Obligation to Deliver Residue

The City is obligated as of the effective date of this Amendment until the Delivery Date, to continue to direct the Fremont Transfer Contractor to Deliver approximately 75% (Seventy Five Percent) of the Residue from the Fremont Transfer Station to the Altamont Landfill for purposes of Disposal.

Except as specifically amended herein by this Third Amendment, all other terms, covenants, conditions and provisions of the Agreement and the First and Second Amendment shall remain in full force and effect. Contractor further agrees that all of Article 2, Representations and Warranties are still true and valid, and that Contractor will ensure that the Financial Guaranty provided by USA Waste of California, Inc. remains in full force in view of this Third Amendment. Contractor will also ensure that the Performance Bond and Insurance Certificates will be updated and appropriately executed or extended in order to avoid any lapse in coverage.

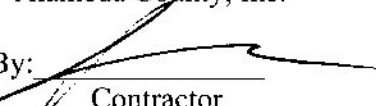
IN WITNESS WHEREOF, City and Contractor have duly authorized execution of this Third Amendment and have executed this Third Amendment as of the dates set forth below.

City of Fremont

By: 
City
~~Fred Diaz~~ **MARK DANAJ**
City Manager **Assistant City Manager**

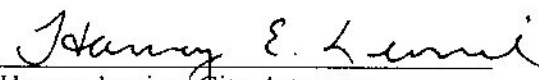
Date: 8-6-11

Waste Management of
Alameda County, Inc.

By: 
Contractor
Barry Skolnick
Area Vice President

Date: 07-08-11

APPROVED AS TO FORM:


Harvey Levine, City Attorney

Date: 8/2/11

(Notarized) Attach Corporate
Resolution

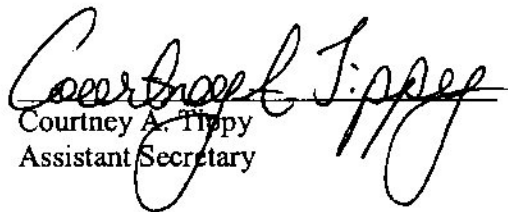
ASSISTANT SECRETARY'S CERTIFICATE

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

The undersigned, being the Assistant Secretary of Waste Management of Alameda County, Inc., a California corporation ("the Company"), do hereby certify that the following resolution was adopted by the Board of Directors of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that Barry Skolnick, or any officer of the Company, be and hereby is authorized, following compliance with appropriate corporate policies and procedures, to execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as they may deem appropriate or necessary, pertaining to, or relating to the July 2011 Third Amendment to Agreement to Provide Long-Term Landfill Disposal Capacity between the Company and the City of Fremont, California, and that any such action taken to date is hereby ratified and approved.

Dated: July 14, 2011


Courtney A. Tippy
Assistant Secretary