

AO 440 (Rev. 12/09) Summons in a Civil Action

RECEIVED
OCT 27 2014
@ 2:00 pm

UNITED STATES DISTRICT COURT

for the

Northern District of Texas

Republic Waste Services of Texas, Ltd.

Plaintiff

v.

Texas Disposal Systems, Inc.

Defendant

Civil Action No. 6:14-CV-067

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Bob E. Gregory, Registered Agent for
Texas Disposal Systems, Inc.
12200 Carl Road
Buda, Texas 78610

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Charles L. Babcock
Jackson Walker L.L.P.
901 Main Street, Suite 6000
Dallas, Texas 75202
(214) 953-6000
cbabcock@jw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 10/24/2014

Daina S. Schwartz
Signature of Clerk or Deputy Clerk



DELIVERED:
ON: 10/31/14
BY: TC SCH 2012
@: : am pm

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. 6:14-CV-067

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* TEXAS DISPOSAL SYSTEMS, INC.
was received by me on *(date)* 10/27/2014.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

to cease and desist, Defendant provided a letter to Republic acknowledging its awareness of Republic's contract, the rights granted under it, and Defendant's intent to continue to usurp those rights. Republic, who has the right to enforce the exclusivity provisions of its contract with the City, hereby brings this action to be made whole for the damages caused by Texas Disposal Systems' intentional and malicious interference with Republic's contract and to enjoin Texas Disposal Systems from continuing its unlawful conduct.

2. PARTIES

2.1. Plaintiff Republic Waste Services of Texas, Ltd., a citizen of Delaware and Arizona, is a limited partnership doing business in San Angelo, Texas and organized under the laws of the State of Texas.

2.2. Defendant Texas Disposal Systems, Inc. is a Texas corporation with its principal place of business in Austin, Texas. It may be served with process through Bob E. Gregory, its registered agent, at 12200 Carl Road, Buda, Texas 78610.

3. JURISDICTION

3.1. This Court has jurisdiction over this action under 28 U.S.C. § 1332(a) because the parties are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

3.2. Republic is a citizen of Delaware and Arizona. Republic's general partner is Republic Waste Services of Texas GP, Inc., which is a Delaware corporation with its principal place of business in Phoenix, Arizona. Ex. A ¶ 4. Republic also has a limited partner, Republic Waste Services of Texas LP, Inc., which is also a Delaware

corporation with a principal place of business in Phoenix, Arizona. Ex. A ¶ 4. *See Carden v. Arkoma Assocs.*, 494 U.S. 185, 195–96 (1990) (holding that for purposes of federal jurisdiction the citizenship of a partnership is determined by the citizenship of its members).

3.3. Texas Disposal Systems is a Texas corporation with its principal place of business in Austin, Texas. It is therefore a citizen of Texas.

4. VENUE

4.1. Venue is proper in this Court under 28 U.S.C. § 1391 because a substantial part of the events giving rise to this claim have occurred within the judicial district of the United States District Court for the Northern District of Texas.

5. FACTS

5.1. **The comprehensive waste management contract with the City of San Angelo provides Republic with the exclusive right to provide waste collection, hauling, and disposal services within the City of San Angelo.**

5.1.1. The San Angelo City Council contracted with Republic through a Special Exclusive Contract for Solid Waste Collection and Disposal Services (the “2014 Exclusive Hauling Contract”) with the City of San Angelo for Republic to collect, transport, haul, and dispose of residential and commercial garbage generated or accumulated within the City of San Angelo. Exhibit B. Texas Disposal Systems bid for this contract, but lost.

5.1.2. The 2014 Exclusive Hauling Contract became effective August 1, 2014.

5.1.3. The Contract specifically provides Republic “the exclusive right to collect residential and Non-Residential Acceptable Waste and temporary Construction & Demolition Waste.” Ex. B ¶ 6(A).

5.1.4. Construction and demolition waste is defined as “waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work.” Ex. B. Definitions.

5.1.5. Republic has the exclusive right and obligation to collect and haul construction waste within the City of San Angelo.

5.1.6. Republic obtained this right after submitting a proposal to provide comprehensive waste management to the City of San Angelo. The proposal was submitted in response to the City’s request for proposal (“RFP”) No. OP-01-14. Ex. B. Recitals at ¶ F.

5.1.7. At the conclusion of the public RFP process, the City evaluated and ranked the proposals that were submitted, including a competing proposal submitted by Texas Disposal Systems. The City determined that Republic was the most highly ranked proposal submitted because of Republic’s operational experience, qualification, adherence to specifications, financial qualifications, and stability. *Id.* at ¶ G. The City also determined that this special exclusive contract is “in the City’s best interest and shall result in significant economic benefits, additional revenues and better services for residential and commercial solid waste customers,” and it authorized the City Manager to enter into the contract on the terms and conditions that it contains. *Id.* at ¶ J.

5.1.8. The Contract also provides that Republic, “shall be responsible for enforcing the exclusivity of this Special Contract.” Ex. B ¶ 6(B).

5.2. Texas Disposal Systems openly defies Republic’s exclusive rights under the 2014 Exclusive Hauling Contract by providing and soliciting construction waste collection and hauling.

5.2.1. Texas Disposal Systems collects construction and demolition at customer locations within the City of San Angelo and hauls construction and demolition waste within the City of San Angelo. Texas Disposal Systems has no right to do so—the City has granted the right to provide these services to Republic exclusively.

5.2.2. On September 8, 2014, counsel for Republic sent to Texas Disposal Systems a letter demanding that Texas Disposal Systems cease and desist providing and soliciting the collection, hauling, and disposal of construction and demolition waste pursuant to Republic’s rights under the 2014 Exclusive Hauling Contract.

5.2.3. On September 18, 2014, Texas Disposal Systems delivered to Republic’s counsel a response letter admitting that:

- (1) Texas Disposal Systems provides temporary solid waste disposal to construction projects with the City of San Angelo and “will continue to provide” those services;
- (2) The 2014 Exclusive Hauling Contract “purports to grant Republic the exclusive right to collect construction and demolition waste”; and
- (3) Texas Disposal Systems has a conflicting opinion on the enforceability of the 2014 Exclusive Hauling Contract and it believes “this dispute is ripe for the courts to settle.” Exhibit C.

5.2.4. Texas Disposal Systems continues to intentionally interfere with Republic's acknowledged right under the Contract. On a daily basis, Texas Disposal Systems trucks, hauling thousands of pounds of waste and debris, arrive at the San Angelo landfill to dispose construction and demolition waste originating from within the City of San Angelo. *See Exhibit D.*

5.2.5. Texas Disposal Systems continues to service and solicit additional customers of Republic, the only provider authorized by the City of San Angelo to serve those customers.

5.2.6. Every haul performed by Texas Disposal Systems of construction and demolition waste originating within the City of San Angelo causes Republic significant, increasing, and irreparable damage.

6. DECLARATORY JUDGMENT

6.1. The above paragraphs are incorporated by reference and realleged herein.

6.2. Republic seeks a declaration from the Court pursuant to 28 U.S.C. § 2201 and Chapter 37 of the Texas Civil Practice & Remedies Code that it has the exclusive right to provide services for the collection, hauling, and disposal of construction and demolition waste in the City of San Angelo.

6.3. Republic has retained Jackson Walker L.L.P. to represent it in this matter and is entitled to recover its costs and reasonable and necessary attorneys' fees and expenses incurred in connection with this matter pursuant to Texas law.

7. TORTIOUS INTERFERENCE WITH CONTRACT

7.1. The above paragraphs are incorporated by reference and realleged herein.

7.2. Republic has entered into a valid and enforceable contract with the City of San Angelo for the exclusive right to provide waste collection, hauling, and disposal services within the City, specifically including, without limitation, the collection, hauling and disposal of construction and demolition waste generated within the City.

7.3. As it has admitted, Texas Disposal Systems is currently, willfully and intentionally providing construction and demolition waste hauling and collection services within the City. These are services that the 2014 Exclusive Hauling Contract grants Republic the sole right to provide, and Texas Disposal Systems' provision of such services is thereby interfering with Republic's rights. *See* Ex. C.

7.4. Texas Disposal Systems' actions have caused and continue to cause damages to Republic.

7.5. Texas Disposal Systems' conduct is not excused by any privilege. *See* Ex. C (admitting that no controlling Texas authority has adopted its interpretation of Texas Health & Safety Code § 364.034(h)).

7.6. Texas Disposal Systems' interference with Republic's contractual rights is intentional and malicious, which entitles Republic to punitive damages.

8. DAMAGES

8.1. The above paragraphs are incorporated by reference and realleged herein.

8.2. Republic has suffered injury as a result of Defendant's conduct in the amount of at least \$75,000.00.

9. ATTORNEYS' FEES

9.1. The above paragraphs are incorporated by reference and realleged herein.

9.2. Pursuant to Chapter 37 of the Texas Civil Practices & Remedies Code, Republic is entitled to and hereby seeks its attorneys' fees in prosecuting this action.

10. REQUEST FOR EXPEDITED SCHEDULING

10.1. Both Republic and Texas Disposal Systems agree that these issues are ripe for adjudication on the central legal question—whether Republic's 2014 Exclusive Hauling Contract is enforceable. Even if Texas Disposal Systems disputes Republic's damages, there is no material dispute of fact regarding Texas Disposal Systems' conduct that Republic references above. *See Ex. C.* Damages can be later determined. Thus, Republic requests that this Court enter an Order for expedited summary judgment proceedings on the declaratory relief and merits of Republic's claims.

11. PRAYER

WHEREFORE Plaintiff Republic Waste Services of Texas, Ltd. requests that Defendant be cited to appear and answer and that Republic be granted judgment against Defendant for the following: (a) monetary relief in excess of \$75,000; (b) actual damages; (c) punitive damages; (d) prejudgment interest as allowed by law; (e) reasonable and necessary attorneys' fees and expenses as allowed by law; (f) prejudgment and post-judgment interest on damages and attorneys' fees as allowed by law; (g) additional damages as allowed by statute, at common law, and/or in equity; (h) costs of suit; (i) an injunction as follows:

- (1) Texas Disposal Systems must immediately cease and is enjoined from collecting or hauling construction and demolition waste that originates within the corporate limits of the City of San Angelo;

- (2) Texas Disposal Systems must immediately cease and is enjoined from soliciting customers for construction and demolition waste collection and hauling services that would be provided within the City of San Angelo;

and (j) all other relief, in law and in equity, to which Republic may be entitled.

Respectfully submitted,

JACKSON WALKER L.L.P.

By: /s/ Edwin Buffmire

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**ATTORNEYS FOR PLAINTIFF
REPUBLIC WASTE SERVICES OF
TEXAS, LTD.**

EXHIBIT A

2. I am the Secretary for Republic Waste Services of Texas GP, Inc. and Republic Waste Services of Texas LP, Inc., the partners of Republic Waste Services of Texas, Ltd. ("Republic Waste Services"). I have held that position with both corporations for five (5) years. In my current capacity as Secretary for the referenced partners, I serve as custodian of the partner's minute books. Accordingly, I am familiar with the partnership and ownership structure of Republic Waste Services, as well as the organization and operations of its partners.


3. I have reviewed the Original Complaint in the action styled *Republic Waste Services of Texas, Ltd. v. Texas Disposal Systems, Inc.* to be filed in the United States District Court for the Northern District of Texas, San Angelo Division. I am familiar with the allegations and Plaintiff's prayer for relief asserted in the Complaint.

4. Republic Waste Services is a Texas limited partnership. Two entities share 100% ownership of the partnership. The general partner is Republic Waste Services of Texas GP, Inc., which is a corporation organized under the laws of Delaware with its principal place of business in Phoenix, Arizona. The limited partner is Republic Waste Services of Texas LP, Inc., which is a corporation organized under the laws of Delaware with its principal place of business in Phoenix, Arizona.

FURTHER AFFIANT SAYETH NOT


Eileen Schuler

SUBSCRIBED AND SWORN to before me, a notary public, on this 1 day
of October, 2014.


NOTARY PUBLIC

My Commission Expires: 3/25/2018



EXHIBIT B

Special Exclusive Contract for Solid Waste Collection and Disposal Services

This Special Exclusive Contract for Solid Waste Collection and Disposal Services (the “Special Contract”) is entered into this ^{25th} day of July, 2014 (but effective as of August 1, 2014) (“Effective Date”), by and between the City of San Angelo, a municipal corporation of the State of Texas (“City”) and Republic Waste Services of Texas, Ltd., a Texas limited partnership (“Provider”).

RECITALS:

A. Pursuant to Texas Health and Safety Code, Chapter 363, the State of Texas declares that this state’s policy is to safeguard the health, general welfare, and physical property of the people and to protect the environment by encouraging the reduction in solid waste generation and the proper management of solid waste, finds that the control of solid waste collection and disposal should continue to be the responsibility of local governments and finds that local governments should be encouraged to contract with waste management firms for the proper management of solid waste consistent with the provisions of state law.

B. Pursuant to Texas Health and Safety Code, Chapters 363 and 364, a municipality is authorized to enter into contracts to enable it to furnish or receive solid waste management services on the terms considered appropriate by the City Council, contract with a private contractor to furnish solid waste collection, transportation, handling, storage or disposal services through the private contractor’s system and provide in its contract that the private contractor has the right to use the streets, alleys, and public ways and places in the municipality during the term of the contract.

C. Pursuant to San Angelo Code of Ordinances, Article 11.400, City is authorized to enter into a special exclusive contract with an established garbage collection company for the collection of garbage and trash of residential and commercial customers, require that under such special contract, fair and reasonable charges for such collection services for residential and

commercial customers shall be charged as provided for in the fee schedule approved by City Council and that such contract shall be in lieu of the permit required under San Angelo Code of Ordinances, Article 11.400.

D. City is in need of solid waste collection and disposal services for its residential and commercial customers effective August 1, 2014, in that City's current special exclusive contract between City and Provider will expire on July 31, 2014.

E. In accordance with San Angelo Code of Ordinances, Article 11.400, City intends to maintain fair and reasonable rates for efficient and reliable collection, transportation and disposal of solid waste and recyclable material in an environmentally sound manner within the city by entering into a special exclusive contract with an established garbage collection company.

F. Accordingly, City issued a request for proposals ("RFP") No. OP-01-14 "Landfill and Waste Collection Services", and various addenda to RFP, for a solid waste collection services contract and a contract for lease and operation of City's landfill, soliciting proposals for either or both contracts.

G. City staff and the evaluation committee evaluated and ranked the proposals, in response thereto, based on evaluation criteria set out in RFP, consisting of operational experience and qualifications, adherence to specifications, financial impact, financial qualifications and stability and additional beneficial criteria.

H. After consideration of Provider's proposal and the responses of the other proposer, City staff and the evaluation committee recommended, on April 1, 2014, Provider to City Council as the most highly ranked offeror for the provision of solid waste collection services and on April 1, 2014, City Council authorized City to negotiate a contract with Provider.

I. City wishes to engage the services of Provider, and Provider wishes to perform the services for City.

J. On July 1, 2014, City Council determined that this special exclusive contract for Solid Waste Collection and Disposal Services ("Special Contract") is in City's best interest and shall result in significant economic benefits, additional revenues and better services for residential and commercial solid waste customers and authorized the City Manager to enter into this Special Contract for solid waste collection and disposal services ("Services") with Provider, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Parties agree as follows:

TERMS:

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Special Contract.
2. **DEFINITIONS:** Whenever any term used in this Special Contract is defined by San Angelo Code of Ordinances, Article 11.400, the definition of such term set forth therein shall apply, unless the term is otherwise defined in this Special Contract. Except as provided in Section 1, words beginning with lower case letter are being used with their common ordinary meanings, not as defined terms. Otherwise, the capitalized words and terms not otherwise defined in this Special Contract shall have the meanings set forth in Exhibit A attached hereto, which by this reference is incorporated into and made a part of this Special Contract.
3. **TERM:** The term of this Special Contract shall be ten (10) years commencing on Effective Date, August 1, 2014, and ending July 31, 2024 ("Initial Term"), unless terminated or extended as provided for in this Special Contract.
4. **OPTION TO EXTEND:** The parties shall have two (2) options to extend Initial Term hereof, the first extension being for a period of eight (8) years and the second extension being for a period of two (2) years on terms as agreed to by the parties, by entering into an amendment to

extend this Special Contract at least ninety (90) days before the expiration of the initial or extended term as applicable. Any and all extensions or amendments to this Special Contract shall require City Council approval, except as otherwise stated herein.

5. CHANGE IN LAW:

A. Provider acknowledges that San Angelo Code of Ordinances, Article 11.400 is in the process of being amended and that the current provisions of San Angelo Code of Ordinances, Article 11.400 shall continue to apply to this Special Contract until such time as the amendments adopted by City Council become law. Notwithstanding the foregoing, the parties agree that rates for Services set forth in this Special Contract and in the amended Appendix A Fee Schedule to the San Angelo Code of Ordinances, Article 11.400 shall apply as of Effective Date.

B. Provider acknowledges that this Special Contract shall be interpreted to be consistent with all applicable local, state and federal laws, now in effect and adopted during Term of Special Contract, and Services shall be limited by all applicable current and developing ordinances, laws and regulations and that in the event that future interpretations of current law or future enactments limit the ability of City to lawfully grant to Provider a special exclusive contract for Services as specifically set forth herein, Provider agrees that the scope of this Special Contract shall be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Provider as a result thereof.

C. The parties agree that any changes in federal, state or local laws or regulations that result in a detrimental change in circumstances or a material hardship for Provider in performing this Special Contract may be the subject of a request by Provider for a rate adjustment, subject to review and approval by City Council, which will not be unreasonably withheld. If City requires review of financial or other proprietary information in conducting its rate review, at the request of Provider, City shall retain a third party to review such information at Provider's expense provided

that (a) such third party signs a confidentiality agreement with Provider and (b) the results of such rate review remain confidential. Any rates, including adjustments set forth herein, shall not otherwise increase unless as required by Change In Law, subject to review and approval by City Council.

6. SPECIAL CONTRACT:

A. This Special Contract is in lieu of the permit required under San Angelo Code of Ordinances Article 11.400 and constitutes a special exclusive contract between City and Provider for Provider to collect, transport, haul, handle, store and dispose of residential and commercial garbage, trash and debris generated or accumulated within the City Limits, present and future, and provides Provider the right, with additional related obligations, to use the streets, alleys, and public ways and places in the city during Term of this Special Contract; which the parties agree includes the exclusive right to collect residential and Non-Residential Acceptable Waste and temporary Construction & Demolition Waste, as defined herein.

B. Provider shall be responsible for enforcing the exclusivity of this Special Contract. City shall have the right, but not the obligation to enforce the exclusivity hereof, including by instituting appropriate legal proceedings, and/or to request that Provider do so on behalf of City; provided, however that City shall reasonably cooperate with Provider in any legal proceeding, including any actions to enforce the San Angelo Code of Ordinances. Provider shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. If Provider requests assistance from City in any enforcement action pursuant to this Section, Provider shall reimburse City for its reasonable legal costs, administrative costs, or other expenses incurred in connection with City's actions to either enforce the exclusivity hereof, or to assist Provider in doing so.

7. EXCLUSIONS: Notwithstanding any other provisions set forth in this Special Contract to the contrary, Services provided by Provider under this Special Contract shall exclude collection,

transportation or disposal of any Solid Waste otherwise within the scope of this Special Contract which is collected and transported by commercial, institutional or industrial business authorized to haul its own Solid Waste, by and in accordance with the requirements of San Angelo Code of Ordinances, Article 11.400, Section 11.405 (e).

8. **DUTIES OF PROVIDER:** Provider shall maintain the highest industry standard of service for the protection of the health and welfare of the public and in the performance of this Special Contract and agrees that it is obligated to perform all Services under this Special Contract in strict accordance with the terms, conditions and provisions provided herein.

A. Implementation of New Services.

i. Acceptable Waste. Provider shall implement residential Acceptable Waste Collections from twice per week to collection once per week of Acceptable Waste plus once per week Recyclables via automated cart collections within nine (9) months of Effective Date of this Special Contract. However, if necessary equipment is delayed by the manufacturer of such equipment or is not in acceptable operating condition upon delivery, then Provider may request, and City shall grant extensions of three (3) months each to such implementation time should Provider substantiate additional time is necessary, but in no event shall the implementation time extend eighteen (18) months beyond Effective Date.

ii. Recyclables. Provider shall implement to once per week collection of Acceptable Waste plus once per week collection of Recyclables, which shall occur in phases on a route-by-route basis with a new route added every fourteen (14) days. Provider shall advertise and provide residential customers with collateral materials about the opportunity to recycle. For Non-Residential customers, Provider shall inform customers of the availability of collection of Recyclables through outreach materials and one-on-one interaction with such customers. All expenses incurred by such processes shall be the responsibility of Provider. Provider shall align with

Butts Recycling & SAFE Recycling Center as reasonable and appropriate for the initial execution of the processing of Recyclable commodities. Upon construction of a materials recycling facility (the "MRF"), Provider shall involve Butts Recycling and SAFE Recycling Center, as reasonable and appropriate, in the transition to utilization of the MRF.

iii. Bulk Waste. Bulk Waste collections shall be implemented within sixty (60) days of Effective Date.

iv. Containers. Provider shall manage the initial delivery of Solid Waste and Recyclables carts. Within the first twelve months of Effective Date, Provider shall refurbish or replace Non-Residential containers in need of an upgrade or repair, at no extra charge to the customer.

B. Collecting Waste and Recyclables.

i. Provider shall collect and dispose of all residential and Non-residential garbage, trash and debris, including residential Recyclables, generated or accumulated from premises within the City Limits, present or future, at the disposal facility designated by City.

ii. Provider shall provide all labor, supervision, vehicles and equipment necessary to provide for the collection and disposal of Acceptable Waste, for the consideration set out in this Special Contract.

Any vehicles or equipment required for the performance of this Special Contract shall be provided by Provider and maintained in a safe and sanitary condition. Location, placement and removal of any containers shall be placed in accordance and shall comply with City ordinances and shall be conducted in a systematic, efficient manner to keep the entire City in clean and sanitary condition.

iii. Residential Acceptable Waste and Recyclables Service. Provider shall collect and dispose of all Acceptable Waste and Recyclables of the residences of the City of San Angelo,

predominantly from the streets (curbside) and from alleys in subdivisions with homes with rear-entry garages within the City Limits, for Term of this Special Contract as follows: once per week for automated collection of Acceptable Waste with ninety-six (96)-gallon carts (contents only) and once per week for automated commingled Recyclables in 96-gallon carts (contents only). If a customer desires additional cart(s) beyond one for Acceptable Waste and one for Recyclables, then City may charge such customer for the carts in accordance with the fee schedule approved by City Council. The types of carts that Provider uses shall be in accordance with Section "8.H.i" herein of this Special Contract.

iv. Non-Residential Acceptable Waste Service. Provider shall collect and dispose of all Acceptable Waste of the Non-Residential customers of the City of San Angelo, from the streets and alleys within the City Limits, for Term of this Special Contract. Provider shall provide collection of Acceptable Waste from Non-Residential customers in two, three, four, six and eight-yard bins and Non-Residential pick-up in 96-gallon carts and shall also provide permanent and temporary roll-off services (which shall include temporary construction debris services).

v. Disabled Persons Service. Provider shall offer special pick-up service for Acceptable Waste and Recyclables to single family residential customers qualifying as a disabled person and lacking the ability to place containers at the curb, at no additional charge. A disabled person shall be determined by City in accordance with Applicable Laws. Provider shall retrieve the cart, service the cart and then return the cart to the location from where it was originally placed. Provider shall not enter any buildings or fenced areas to retrieve the cart and must have unobstructed access to the cart.

C. Hours of Operation.

i. Schedule. Provider shall perform Services Monday through Saturday between the hours of 7:00 am and 6:00 pm for residential Service and 4:00 am and 7:00 pm for

Non-Residential Services; provided, however, that Provider shall not provide Non-Residential Services before 7:00 am or after 6:00 pm for any Non-Residential bins within 175 feet of a residence.

Provider shall provide collection services based on the following schedule:

ii. Residential. Automated once per week with a 96-gallon cart for Solid Waste and automated once per week with a 96-gallon cart for Recyclables; and quarterly collection of Bulk Waste from residential customers of up to a maximum of five (5) cubic yards per quarter per residence.

iii. Non-Residential. Minimum of once per week for Solid Waste and Recyclables, if applicable, with 2, 3, 4, 6, or 8 cubic yard bins (dumpsters) and Non-Residential automated pick-up in 96-gallon carts, and on demand for roll-off containers and compactors.

iv. Holidays. Provider may observe the following holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a day scheduled for trash pickup, the residential garbage scheduled for pickup on that day shall be picked up on the next day following the holiday and the remaining collections of the holiday week shall all be pushed forward by one day. For example, if the holiday is on a Monday, those residents shall be serviced on Tuesday, and those residents who are normally scheduled on a Tuesday shall be serviced on Wednesday.

v. Bad Weather Days. Provider may also alter the schedule for inclement weather or other emergency situation that makes it reasonably impossible to transport waste to City-designated disposal facility, with the approval of the City's Solid Waste Administrator. Provided, however, no residential or Non-Residential customer shall be deprived of garbage collection for a period exceeding eleven (11) days. When service is suspended for any of the reasons set forth in this Special Contract, Provider shall notify the radio, television and print news media as soon as possible after such decision is made.

D. Prohibited Waste. Provider shall not be required to pick up and/or haul any Unacceptable Waste. In the event Unacceptable Waste is found, Provider shall not provide pick up of the same and/or of the containers in which the waste and/or waste products are located and shall notify City within one business day of discovery of same. Title to and liability for Unacceptable Waste shall at no time pass to Provider and are further governed by applicable city, county, state and federal laws, ordinances or regulations.

E. Recycling Services. City shall and does hereby grant Provider permission to perform services for residential and Non-Residential customers located in the city for Recyclables (as defined on Exhibit A). Selection of materials to be recycled, locations of recycling containers and selection of markets for the sale of such materials shall be at the sole discretion of Provider. Such service shall not be exclusive as to Provider. If any federal or state law, rule or regulation now in effect or that may become effective in the future mandates or regulates recycling, Provider shall comply with any such law, rule or regulation.

F. Disaster Debris. Provider shall supply immediate aid to City in case of a natural disaster or emergency as appropriate subject to Section 13.D of this Special Contract.

G. Commingling. Provider shall not commingle Acceptable Waste collected with Recyclables nor with waste generated from other sources outside the City Limits, present or future, under this Special Contract. Provider shall ensure that it has sufficient controls in place, including disciplinary actions for any employees who violate this subsection to prevent commingling of the Acceptable Waste and Recyclables collected under this Special Contract in the collection vehicles.

H. Equipment. In providing Services pursuant to this Special Contract, Provider shall comply with the following equipment requirements:

i. Residential Carts.

1. All carts shall be manufactured in the United States.

2. All carts shall be 90-100 gallon carts of uniform color, design, and emblems.
3. Solid waste and Residential recycling carts may differ as approved by City.
4. Provider shall deliver carts to new customers, deliver additional carts to existing customers, and retrieve carts from cancelled accounts.
5. Provider shall use due care in managing the initial delivery of the carts as well as the ongoing exchange of carts. Provider shall maintain, at Provider's facility in the city, a sufficient inventory of such containers at all times.
6. Costs of maintenance and replacement of carts due to normal use or theft (as verified with a police report) shall be the responsibility of Provider. Costs of repair or replacement resulting from customer abuse, neglect, or theft (without a police report) shall be the responsibility of the customer.

ii. Non-Residential Containers.

1. Provider shall provide to Non-Residential customers 90-100 gallon carts or 2, 3, 4, 6, or 8 yard frontload (dumpsters) or roll-off bins. All carts and bins must be of uniform color, design, and emblems. Additionally, all front-load and roll-off bins must be manufactured of heavy gauge steel and shall meet all applicable ANSI safety specifications.
2. Provider shall use due care in managing the initial delivery and ongoing exchange of Non-Residential containers. Provider shall deliver containers to new customers, deliver additional containers to existing customers, and retrieve containers from cancelled accounts. Provider shall maintain, at Provider's facility in the city, a sufficient inventory of such containers at all times.

3. Costs of maintenance and replacement of containers due to normal use shall be the responsibility of Provider. Costs of repair or replacement of containers resulting from customer abuse, neglect, or theft (without a police report) shall be the responsibility of the customer.

iii. Collection Vehicles. Provider shall utilize vehicles that shall accommodate the streets and alleys in the city, are appropriate for the type of collection service, and ensure minimal loss of collected materials during collections and travel as required by city, county, state and federal laws, ordinances or regulations. Collection vehicles used in the performance of this Special Contract shall not exceed twelve (12) years in age and shall be of uniform color and labeling. Each vehicle must display, in easily identifiable lettering, Provider's name, customer service phone number, and vehicle identification number. All vehicles, including collection vehicles and administrative vehicles, shall include communication devices linked to Provider's office and spill kits. All vehicles shall be maintained to ensure a safe operating condition. Provider shall maintain an appropriate number of vehicles in its reserve fleet to provide uninterrupted collection services.

iv. Advertising. Provider shall not display any advertisements on the carts, bins or collection vehicles utilized in providing Services pursuant to this Special Contract.

I. Personnel. In providing Services pursuant to this Special Contract, Provider shall comply with the following personnel requirements:

i. General. Provider warrants that all personnel employed by Provider shall: (1) conduct and present themselves in a professional and courteous manner; and (2) have a legal right to work in the United States and must adhere to Provider's professional personnel policy especially concerning training, safety, and alcohol and drug abuse. Employees in regular contact with the public must be identified using name badges or other acceptable methods.

ii. Positions. Provider is obligated to maintain the following positions: a 24-hour contact person for City; an operations manager with all required certifications and qualifications; an operations supervisor; a division controller; a customer service/sales supervisor; a billing supervisor; a maintenance supervisor; and personnel appropriate and adequate to perform Services of this Special Contract.

iii. Customer Service Center. Provider shall maintain within the city a Customer Service Center to adequately perform customer services. The Customer Service Center shall be staffed by a minimum of three (3) customer service representatives whom are adequately trained to address customer inquiries and concerns in a professional and thorough manner. Provider shall monitor peak customer service hours and schedule staff to adequately maintain an appropriate level of service.

iv. Customer Services. Provider shall establish and adhere to a Standard Operating Procedure for common customer requests, collection services complaints and concerns, and container issues. All calls concerning complaints shall be documented in Provider's database and reported to City as per Section "8.O.iv".

J. Bi-Annual E-Waste Event. Provider shall work with City and SAFE Recycling (or another local recycler acceptable to both City and Provider) to staff and host a bi-annual (spring and fall) drop-off event for residents to dispose of electronic waste. Provider and SAFE Recycling (or another local recycler acceptable to both City and Provider) shall provide materials to residents outlining the electronic waste that is acceptable for disposal at such bi-annual events.

K. Goodfellow Air Force Base. Provider agrees that should City and/or the Air Force elect to add services to the Goodfellow Air Force Base, located in the city, that Provider shall provide services for Acceptable Waste and Recyclables in accordance with the rates set forth in

City's fee ordinance. If the Goodfellow Air Force Base is added, Provider may provide Services seven days per week.

L. Compliance with Laws and Permits. Provider shall do all work under this Special Contract and incidental thereto and perform all collection and disposal of waste in compliance with any and all city, county, state and federal laws, ordinances or regulations which are now in effect or that may become effective in the future. This Special Contract is expressly made subject to the provisions of all pertinent municipal ordinances which are hereby made a part of this Special Contract with the same force and effect as if specifically set out in this Special Contract. Any costs necessitated by compliance with such laws, ordinances or regulations shall be paid entirely by Provider except as otherwise provided in this Special Contract.

M. Acts or Omissions/CERCLA. Provider covenants and agrees that it shall not cause, suffer, allow or permit the occurrence of any act or omission in the execution and performance of this Special Contract which act or omission may be or could result in or give rise to any violation of any federal, state or local law, regulation, ordinance or licensing or permitting requirement or which act or omission might give rise to any action at law or equity for personal injury or wrongful death or for damage to property. Specifically, Provider shall comply with the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") and, in addition, with pertinent provisions of both the Texas Water Code and the Texas Acceptable Waste Disposal Act.

N. City Intervention. If the Solid Waste Administrator for City has reason to believe that Provider shall be unable or unwilling to timely comply with any city, county, state or federal law or regulation, or any permit requirement, or any directive of any nature from a state or federal regulatory agency, City may take whatever reasonable steps are necessary to comply with said law, regulation, permit requirement or directive up to and including taking over or subcontracting the

collection of waste for whatever period of time it deems necessary. City shall give Provider forty-eight (48) hours written notice of its intention to intervene prior to any intervention unless the delay would compromise City's ability to effectively comply with said law, regulation, permit requirement or directive. Within that forty-eight (48) hour period, Provider may present an alternative plan (the "Alternative Plan") to the Solid Waste Administrator for Provider to avoid the scheduled intervention and to avoid being deemed in breach of this Special Contract. If any local, state or federal regulatory agency initiates a compliance action of any nature, the Alternative Plan must meet the requirements and comply with any schedule or deadline imposed by such agency. The Solid Waste Administrator shall have full discretion to accept or reject the Alternative Plan and shall reevaluate Provider's performance in fulfilling the Alternative Plan and complying with the law, regulation, permit requirement or directive as often as he shall deem necessary and expedient.

In the event that the Solid Waste Administrator determines, after implementation of the Alternative Plan, that it shall not effectively resolve the compliance problem, he shall again issue forty-eight (48) hours written notice to Provider of City's intention to intervene.

City shall have the right to assess all reasonable costs of such interventions to Provider and if Provider fails to pay, City may draw against the Letter of Credit. Intervention by City shall not relieve Provider of its duty to indemnify City for the results of such noncompliance.

O. Reports. To the extent possible, Provider shall, at City's request, provide monthly reports, unless otherwise noted below, for each customer type served, including residential and Non-Residential units. All records shall be available to City at reasonable times and places throughout Term of this Special Contract and shall be retained in accordance with all applicable laws. Provider shall submit electronic reports, using software and formats approved by City, on a monthly basis. Provider shall furnish to City, or make available to City for review within twenty (20) calendar days of a request by City to do so, reports as follows:

- i. Solid waste tonnage delivered to the disposal facility designated by City;
- ii. Recyclable materials tonnage collected, in total and by route, and unaccepted loads by date collected;
- iii. Residential bulk waste delivered to the disposal facility designated by City;
- iv. Complaints including the address, time, and date for each complaint and the reason, resolution and other information as requested by City;
- v. Current maps detailing the days and types of collection and number of customers for each route upon commencement of any changes to the routing;
- vi. Revenue report for Non-residential customers including the container type and quantity of each;
- vii. An exception report which indicates all missed roll off service commitment times;
- viii. Number of out-of-cycle bulk pickups; and
- ix. Such other documents and reports as City may reasonably require to verify compliance with this Special Contract or to meet City's reporting requirements.

P. Taxes, Licenses, Permits and Utilities. Provider shall obtain and/or promptly pay the cost of all taxes, state and federal fees, passthroughs and special charges, licenses, permits, and utilities other than those expressly provided by City under this Special Contract. Provider warrants and represents that it is qualified to engage in the business of waste collection and disposal. In the event that certain certification or licensing is necessary as a result of local, state or federal law to perform Services to be provided, Provider shall secure such certification or license within the prescribed time frame set by the certifying or licensing entity.

Q. Guaranty. The obligations of Provider under this Special Contract shall be guaranteed by Provider's ultimate parent company, Republic Services, Inc., in accordance with the

form of Guaranty attached as Exhibit B to this Special Contract, which Guaranty shall be executed simultaneously with this Special Contract.

R. Scholarships. During Term of this Special Contract, Provider shall annually provide ten (10) \$1,000 scholarships for a total of \$10,000 yearly to graduating high school students who participate in a written essay program on the environment. The program eligibility and criteria shall be determined and agreed upon by City, Provider and representatives of the San Angelo Independent School District. Students from Central, Lake View and Wall High Schools shall be eligible to participate in the scholarship program. The annual distribution of scholarships is as follows: four (4) to Central, four (4) to Lake View, and two (2) to students of Wall ISD residing within the City Limits.

S. Education.

i. During the implementation to automated waste and recycling services, Provider shall provide information to residences, businesses, special interest groups, and schools through two town hall meetings, newspaper, direct mail to residents, presentations to service clubs or organizations, and other applicable outlets on the plans and benefits of the changes in service including solid waste, recyclables, and bulk waste collections. Provider shall maintain throughout Term of this Special Contract a functional website which shall include a list of Acceptable Waste. Provider shall coordinate with the local and area schools to incorporate a recycling curriculum.

ii. In the event waste is not able to be collected, the driver of the collection vehicle shall provide the location with an informational flyer stating the reason why the collection did not occur and what the proper procedures are for set-out of waste. All information presented shall be coordinated and approved through the Solid Waste Administrator prior to dissemination.

T. Letter of Credit.

i. Provider shall within fifteen (15) days following Effective Date provide to City and maintain in force for Term of this Special Contract an irrevocable, direct pay Letter of Credit in substantially the form of Exhibit C as financial security for its true and faithful performance of this Special Contract. The Letter of Credit shall provide that City may draw upon the Letter of Credit for a material breach of this Special Contract by Provider. It shall be a condition to the right of City to draw on the Letter of Credit for a material breach that (1) City has given written notice of such material breach to Provider and has allowed Provider an opportunity to cure for a period of ninety (90) days or such longer period as may be agreed upon by the parties, and (2) City has given the Guarantor notice of a material breach of this Special Contract, and attached a copy of the good faith assessment of the damages City has suffered as a result of such material breach and (3) Provider has had an opportunity at a meeting scheduled by City to be held not earlier than fifteen (15) days nor later than thirty (30) days following delivery of such notice, to present to City evidence disputing City's assertion of material breach or assessment of damages. City shall be entitled to draw upon the Letter of Credit to provide for its damages (including Liquidated Damages) and other losses, costs or expenses resulting from a material breach as set forth herein. Failure to replace the Letter of Credit with another Letter of Credit or Letters of Credit (or provide evidence satisfactory to City of renewability of the existing Letter of Credit or Letters of Credit) at least ninety (90) days prior to the expiration of an existing Letter of Credit shall constitute a material breach for which City may draw upon that existing Letter of Credit or Letters of Credit. Upon such a draw for non- replacement the City shall place the proceeds of that draw in a separate fund. That fund shall constitute a guarantee fund, the amounts in which may be used by City to compensate itself for any damages (including Liquidated Damages) and other losses, costs or expenses resulting from any material breach under this Special Contract. The issuing financial institution(s) of the

Letter of Credit shall have a credit rating on its long-term debt in one of the three highest categories by a nationally recognized rating agency (e.g. Standard & Poor's rating of AAA, AA, or A).

ii. The Letter of Credit shall allow for multiple draws. If the credit rating of the issuing financial institution falls below the required credit rating set forth above, then Provider shall obtain a replacement Letter or Letters of Credit within sixty (60) calendar days of being notified from any source of the credit rating change. Any successor Letter or Letters of Credit shall be issued for a term of not less than one (1) year, and Provider shall provide a new Letter or Letters of Credit, or evidence satisfactory to City of the renewability of the current Letter or Letters of Credit at least ninety (90) days before the expiration date of the Letter of Credit then in effect. The Letter of Credit or Letters of Credit shall not require City to state or clarify to the issuing financial institution that City has made any demand upon, or taken action against, Provider as a condition to draw down on the Letter of Credit.

iii. The provisions of the Letter of Credit or Letters of Credit shall not modify any other right of City or any duty of Provider which arises under the provisions of this Special Contract.

iv. The sum amount of the Letter or Letters of Credit during the Initial Term of this Special Contract, in aggregate when combined with the Letter of Credit requirement pursuant to that certain Agreement for Landfill Lease and Operation between the Parties dated as of the date of this Special Contract shall be five million dollars (\$5,000,000.00). Thereafter in each year of Term, Provider shall maintain the Letter or Letters of Credit in an amount equal, in aggregate when combined with the Letter of Credit requirement pursuant to that certain Agreement for Landfill Lease and Operation between the Parties dated as of the date of this Special Contract, shall be five million dollars (\$5,000,000.00).

U. Liquidated Damages. The parties agree the Liquidated Damages for Provider's failure to perform are set forth on Exhibit D. Following the first five (5) years of the Initial Term of this Special Contract, the Liquidated Damages shall be adjusted upwards of five percent (5%). Adjustments for any renewal terms after the Initial Term shall be negotiated by City and Provider.

V. Nondiscrimination. Provider shall not discriminate against any person because of their race, sex, age, creed, color, religion, national origin, disability or any other impermissible basis.

W. Solid Waste Administrator. Provider shall be directly responsible to the Solid Waste Administrator of City in the performance of its obligations under this Special Contract. Provider shall direct all communication to the Solid Waste Administrator.

9. BILLING AND PAYMENT.

A. Residential Service Billing. City shall bill residential customers and Provider shall be required to pay City for billing in accordance with Section 9 herein.

i. City shall submit along with its water bill each month, a bill to each residential customer based on rates established in accordance with City Ordinance of the City for Services. The customer shall then remit payment to City through its Water Department. The parties agree that the rates set forth on Exhibit F herein, subject to adjustments in accordance with this Special Contract, shall apply.

ii. City shall ensure that at all times during Term of this Special Contract that City shall charge a sufficient rate from its residential customers to pay the amounts due under this Special Contract and to otherwise operate City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers' services under this Special Contract. City shall adopt all ordinances and other promulgations required for City to comply with the requirements of this Special Contract. City shall provide to Provider a copy of all ordinances and other promulgations referenced by this paragraph within thirty (30) days of passing

each such ordinance or promulgation. The parties agree that all payments due by City under this Special Contract are to be made from revenues received by City for the operation of its solid waste collection system and that all payments to be made under this Special Contract shall constitute operating expenses of such waste collection system. Provider shall not have any right to demand payment of any obligation of City under this Special Contract from funds raised or to be raised by taxation. No obligations of City under this Special Contract shall be construed to be a debt of City of such kind as to require under the laws of the State of Texas the levy and collection of a tax to discharge such obligation.

iii. Payment to Provider. Subject to Section “9.A.i” and Section “9.A.ii”, herein, and the deductions set forth in Section 9.A.iii herein, and exclusive of any sales taxes collected for waste collection service, City shall pay to Provider within twenty-five (25) days of the first of the month, all sums billed by City for waste collection service in the previous month.

iv. Deductions. City shall take the following deductions from amounts due to Provider:

1. The month to month change in Accounts Receivables (A/R) for past due accounts greater than 90 days;
2. As a fee for billing and collection services, Provider agrees that City shall be entitled to withhold from payment to Provider the amount of five percent (5%) of the net amounts billed, as established by this Special Contract (the “Billing Fee”); and
3. As consideration for this Special Contract, Provider agrees that City shall be entitled to withhold from payment to Provider the amount of five percent (5%) of the net amounts billed, as established by this Special Contract (the “Contract Fee”).

Example:

(City A/R billed for the past month – month to month change in past due accounts >90 days) –
(5% Billing Fee) – (5% Contract Fee) = check remittance to Provider

B. Non-Residential Service Billing.

i. At no cost to City, Provider shall be responsible for billing and collection of all charges for Non-Residential service in accordance with the rates for Non-Residential waste collection service established by City ordinance. Provider shall submit invoices directly to Non-Residential customers in substantially the form attached as Exhibit E herein.

ii. Provider shall charge the rates for Non-Residential services only as provided for under Article 11.400 of the City of San Angelo Code of Ordinances and in accordance with the fee schedule approved, authorized and adopted by City Council. Provider agrees and warrants that Provider shall not charge any other rates except as specifically approved, authorized and adopted by City Council.

iii. Provider shall also charge an additional amount of five percent (5%) of the rates set forth in this Special Contract as consideration for this Special Contract and such amount shall be set forth as a separate line item on Provider's invoice.

iv. Provider shall also be responsible for billing and collection of all charges for any other special solid waste collection services it provides. Provider shall further collect from the customers it is responsible for billing and remit to City, sanitary inspection, landfill expansion and any other related add-on fees which may be hereinafter enacted by City Council.

v. As consideration for this Special Contract, Provider shall remit to City the amount of five percent (5%) of the net amounts billed to Non-Residential accounts less the month to month change in Accounts Receivables (A/R) for past due accounts greater than ninety (90) days.

C. Billing List. Upon execution of this Special Contract, and thereafter, on each October 1st during Term beginning with October 1, 2015, City shall provide to Provider a complete and current list of service addresses of residential waste disposal customers. Thereafter, City shall provide to Provider on a monthly basis, lists of additions and terminations of such residential customer accounts (by address only) from the previous month. It is understood and agreed to by the parties hereto that City shall use this list as a basis for determining the total amount billed for the previous month and such amount shall be paid to Provider less the deductions set forth in Section “9.A.iv”.

D. Annual Increase. Provider shall charge the rates for service set forth on Exhibit F for the first year, and beginning on October 1, 2015 and each October 1st thereafter during Term increase the rates charged by an amount equal to (i) 2.9% of the prior year’s rates for every year thereafter, ; and (ii) by the fuel surcharge adjustment set forth on Exhibit H.

E. Additional Adjustments in Rates by Provider. Other than the annual rate adjustment provided for under Sections 9.D and 9.G, or material changes in Provider’s costs of operations such as labor markets for which Provider seeks a rate increase from the City Council from time to time under this Section 9.E, no other increase in rates shall be authorized under this Special Contract unless such increase is the subject of a request by Provider for a rate adjustment subject to review and approval by City Council in accordance with Section 5.C.

F. Additional Adjustments in Rates by City. Provider agrees that City, upon agreement with Provider, shall be entitled to increase the amounts paid to City or to Provider or withheld from Provider as Special Consideration for this Special Contract, as approved and authorized by City Council. Provider agrees that City, upon agreement with Provider, shall be entitled to present to City Council a request to establish new fees not currently provided for in the current fee schedule

under the City of San Angelo Code of Ordinances or to adjust fees in the current fee schedule under the City of San Angelo Code of Ordinances.

G. Adjustment for Recycling Services. Six months after the full implementation of recycling services and on October 1st thereafter, Provider may add the following charge on a per home basis for Recyclables based on the volumes set forth below. Provider shall add these additional charges on the next billing cycle after evaluation: (i) \$.50 per home per month for less than 500 tons per month; and (ii) no additional charge for volume in excess of 500 tons. If Recyclables tonnage exceeds five hundred (500) tons per month for the following year after the year which it was below 500 tons per month and the additional charge implemented, such charge shall be removed from billing for the current year.

10. INDEMNIFICATION.

A. GENERAL INDEMNIFICATION. PROVIDER SHALL INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF PROVIDER OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF PROVIDER, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF PROVIDER AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR

SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY PROVIDER HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS SPECIAL CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE PROVIDER TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

B. ENVIRONMENTAL INDEMNIFICATION. PROVIDER SHALL INDEMNIFY, DEFEND AND HOLD CITY AND ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE INDIVIDUALS OR ENTITIES IN CONNECTION WITH OR RESULTING FROM OR ARISING OUT OF PROVIDER'S HANDLING, COLLECTION, TRANSPORTATION, STORAGE, DISPOSAL, TREATMENT, RECOVERY, AND/OR REUSE BY ANY PERSON UNDER PROVIDER'S DIRECTION OR CONTROL OF WASTE COLLECTED, TRANSPORTED OR LANDFILLED OR ANY CLEANUP ASSOCIATED WITH ENVIRONMENTAL CONTAMINATION, WHETHER SUCH CLEANUP IS OF AIR, SOIL, STRUCTURE, GROUND WATER OR SURFACE WATER CONTAMINATION. PROVIDER SPECIFICALLY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA CAUSED BY ACTS OR OMISSIONS OF PROVIDER REGARDLESS OF

WHEN SUCH INCIDENT IS DISCOVERED. PROVIDER SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF PROVIDER REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. IT IS THE INTENT OF THE PARTIES THAT THIS SECTION SHALL IN NO WAY LIMIT OTHER COVERAGE HEREIN AS IT MAY RELATE TO ANY ENVIRONMENTAL CLAIM, DAMAGE, LOSS OR LIABILITY OF ANY KIND.

C. PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF PROVIDER IN PERFORMING UNDER THIS SPECIAL CONTRACT.

D. RETROACTIVE APPLICATION. THE INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS SPECIAL CONTRACT BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND PROVIDER.

E. APPLICATION TO SURROUNDING PROPERTY. THE INDEMNIFICATION PROVISIONS OF THIS CONTRACT EXTEND TO CLAIMS AND ASSESSMENTS RELATING TO RUNOFF, LEACHATE, OR OTHER INFILTRATION THAT MAY OCCUR OR HAS OCCURRED AT OR NEAR THE SITE OF LANDFILLS,

TRANSFER STATIONS, OR OTHER SOLID WASTE FACILITIES AND SURROUNDING AREAS WHICH ARE OR WERE USED BY PROVIDER, DURING THE TERM OF THIS CONTRACT OR PREVIOUS AGREEMENTS BETWEEN CITY AND PROVIDER. THIS SECTION DOES NOT MAKE PROVIDER LIABLE FOR ANY SITE IT HAS NEVER USED, CLOSED, MANAGED OR MONITORED.

11. INSURANCE.

A. General Conditions. The following conditions shall apply to all insurance policies obtained by Provider for the purpose of complying with this Special Contract.

i. Satisfactory Companies. Coverage shall be maintained with insurers satisfactory to City and with insurers licensed to do business in Texas.

ii. Named Insureds. All insurance policies required herein shall be drawn in the name of Provider or Provider's ultimate parent company, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on workers' compensation coverage (or equivalent).

iii. Waiver of Subrogation. Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, Board and Commission members, officials, agents, guests, invitees, consultants and employees.

iv. Certificates of Insurance. At or before the time of execution of this Special Contract, Provider shall furnish City's Risk Manager and Solid Waste Administrator with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation of insurance. In addition, Provider and insurance company shall immediately provide written notice to City's Risk Manager and Solid Waste Administrator upon

receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager and Solid Waste Administrator at City Hall, 72 West College Avenue, San Angelo, Texas 76903.

v. Provider's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of the indemnification provisions of this Special Contract. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

B. Subcontractors' Insurance. Provider shall cause each subcontractor and sub-subcontractor of Provider to purchase and maintain insurance of the types and in the amounts specified below. Provider shall require Subcontractors and Sub-subcontractors to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each Subcontractor and Sub-subcontractor.

C. Types and Amounts of Insurance Required. Provider shall obtain and continuously maintain in effect at all times during Term hereof, at Provider's sole expense, insurance coverages as follows with limits not less than those set forth below:

i. Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under Section 10 herein of this Special Contract ("Indemnification"), including completed

operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Providers (to remain in force for two years after final payment). Coverage shall not be less than:

\$ 5,000,000.00	General Aggregate
\$ 5,000,000.00	Products- Completed Operations
\$ 5,000,000.00	Personal & Advertising Injury
\$ 5,000,000.00	Each Occurrence
\$ 5,000,000.00	Fire Damage (any one fire)

ii. Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

\$5,000,000.00	Combined Single Limit
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iii. Workers' Compensation (or Equivalent) and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation (or equivalent) and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 3,000,000.00	Employer's Liability, Each Accident
\$ 3,000,000.00	Employer's Liability, Disease – Each Employee
\$ 3,000,000.00	Employer's Liability, Disease - Policy Limit

iv. Workers' Compensation (or Equivalent) and Self-Insurer Qualification. The foregoing requirement shall not be applicable if, and so long as, Provider qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to Lessor in accordance with the notice provisions of this Special Contract.

v. Environmental Liability. Provider shall maintain environmental liability insurance in force for the full period of this Special Contract that covers losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Provider warrants that any retroactive date applicable to coverage under the policy precedes Effective Date, and continuous coverage shall be maintained or an extended discovery period shall be exercised for a period of two (2) years beginning from the time the Contract has expired.

\$10,000,000.00	Per loss
\$20,000,000.00	Annual aggregate

12. **TERMINATION:** This Special Contract may be terminated at any time by mutual agreement of the parties or as follows.

A. **By City.** This Special Contract may be terminated by City upon a breach by Provider of any of the conditions, covenants, or agreements contained in this Special Contract and the failure to cure such breach within ninety (90) days after City provides Provider with written notice of such breach. Such notice must define with specificity the alleged breach, act or omission. In the event the alleged breach, covenant, condition, violation or failure cannot be cured within the ninety (90) day time period, the City Council shall hold a public hearing to determine whether to extend the time to cure the matter or to terminate this Special Contract. If the City Council finds that Provider is making diligent efforts to cure the matter, and that an extension of time shall not be detrimental to the public health and safety, the City Council may allow such extension of time to cure the breach, covenant, condition, violation or failure as it deems reasonable.

B. **By Provider.** This Special Contract may be terminated by Provider upon the following occurrences:

i. A breach by City of the conditions, covenants, or agreements contained in this Special Contract upon one hundred eighty (180) days written notice to City by Provider to cure such breach, covenant, condition, or violation by City. Such notice must define with specificity the alleged breach, act or omission. In the event the alleged breach, covenant, condition, violation or failure cannot be cured within the one hundred eighty (180) day time period, Provider may extend the time to cure the matter or to cancel this Special Contract if it finds that City is making diligent efforts to cure the matter. Such extension shall not be unreasonably withheld; or

ii. If the City Council denies a rate adjustment duly requested by Provider pursuant to Section 5 or Section 9.E herein of this Special Contract.

iii. Such termination shall become effective upon one hundred eighty (180) days written notice provided by receipted hand delivery or certified mail, to City by Provider.

C. Amounts Due. Any termination of this Special Contract shall not relieve City or Provider from payment of any sum or sums that shall be due and payable to the other party.

13. MISCELLANEOUS PROVISIONS.

A. City Right of Audit and Inspection. Provider agrees to provide access to City or to any of its duly authorized representatives, to any books, documents, papers, and records of Provider, which are directly pertinent to this Special Contract (excluding any profit analyses), for the purpose of audit, examination, excerpt, and transcripts including the right to copy such books, documents, papers or records provided that any such copies may only be disclosed to third parties in accordance with City's normal processes, including its processes applicable to materials that Provider deems confidential. City may, at reasonable times, and for a period as required by Applicable Law following the date of final payment by City to Provider under this Special Contract, audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Provider which are directly pertinent to Provider's performance under this Special Contract (excluding any profit analyses) including the right to copy such books, documents, papers or records provided that any such copies may only be disclosed to third parties in accordance with City's normal processes, including its processes applicable to materials that Provider deems confidential. Provider agrees to maintain any and all such books, documents, papers, and records at its principal place of business for a period as required by Applicable Law after final payment is made under this Special Contract and all pending matters are closed. Provider's failure to adhere to, or refusal to comply with, this condition, may result in the termination of this Special Contract by City in accordance with Section 12.

B. Cumulative Remedies. All rights, options, and remedies of the parties contained in this Special Contract or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the Parties shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Special Contract.

C. Waiver. No waiver or breach of any provision of this Special Contract shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Force Majeure. Neither City nor Provider shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, strike, accident, or act of nature beyond the reasonable control of Provider or City. If such circumstances persist for more than thirty (30) days, or if after their cessation, Provider is unable to render full or substantial performance for a period of thirty (30) days, City may terminate this Special Contract by giving Provider ten (10) days advance written notice. In the event Provider is required to perform additional services as a result of an occurrence as described above, Provider shall be compensated for the costs of materials, equipment, labor, and disposal fees based upon rates agreed to by City and Provider.

E. Independent Contractor Status. Provider has been procured and is being engaged to provide services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation

insurance for any employee or agent of Provider rendering Services to City under this Special Contract.

F. Assignment. Provider may not assign this Special Contract or any rights, duties and obligations thereunder without the prior written consent of City and, in the event of an attempted assignment by Provider of this Special Contract without the express prior written consent of City, such attempted assignment shall be void and without effect. City may assign its rights and privileges under this Special Contract by giving Provider ninety (90) days' notice of the assignment.

G. Parties Bound. This Special Contract is binding on and inures solely to the benefit of the parties and their respective successors, legal representatives, heirs and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Special Contract or any provision contained in this Special Contract.

H. Construction. The language of this Special Contract shall be construed according to its fair meaning and not strictly for or against either party. All words in this Special Contract refer to whatever number or gender the context requires. Headings are for convenience and reference and are not intended to define, limit or extend the scope of any provision of this Special Contract. All the terms and words used in this Special Contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular and plural) or any other gender (masculine, feminine or neuter) as the context or sense of this Special Contract, or any section or cause hereof may require. The locative adverbs "herein," "hereunder," "hereto," "hereinafter," and like words wherever the same appear in this Special Contract, mean and refer to this Special Contract in its entirety and not to any specific paragraph, section or subsection hereof unless otherwise expressly designated in context.

I. Governing Law; Venue. This Special Contract is made and performable in Tom Green County, Texas, and shall be interpreted in accordance with the laws of the State of Texas.

Venue for any legal action arising out of this Special Contract shall lie in any court of competent jurisdiction in Tom Green County, Texas.

J. Incorporation by Reference. All permits, ordinances, agreements, exhibits, attachments or annexes referred to in this Special Contract, whether or not attached to this Special Contract, are incorporated by reference and made a part of this Special Contract for all purposes, the same as if written in full in this Special Contract.

K. Entire Agreement; Conflict. This Special Contract and the exhibits incorporated by reference in this Special Contract contain all of the covenants, statements, representations and promises agreed to by the parties and supersede any commitment, agreement, memorandum, understanding, stipulation or representation previously made by the parties or their agents or employees, including that certain Agreement for Waste Collection and Disposal and Landfill Lease and Operation between City and Provider effective as of July 6, 2004, which expired on July 31, 2014. No agent of either party has authority to make, and the parties shall not be bound by, nor liable for, any covenant, statement, representation or promise not set forth in this Special Contract.

L. Amendments. No amendment to this Special Contract shall be effective unless such is in writing and signed by both parties. This Special Contract constitutes the sole and entire agreement between the parties hereto. This Special Contract may be modified or amended only by a written instrument signed by City and Provider, without further approval of City Council, unless such approval is otherwise required by law. Such amendments shall not invalidate this Special Contract, nor relieve or release City or Provider from their respective obligations under this Special Contract.

M. Counterparts. This Special Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. This Special Contract shall not become effective until executed by both parties.

N. Severability. In the event one or more provisions of this Special Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, as to any person or set of circumstances, such holding shall not affect the validity of any remaining provision of this Special Contract or that provision's application to other persons not similarly situated or to other circumstances, and this Special Contract shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in it.

O. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Special Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

P. Notice. Any formal notice required or permitted under this Special Contract shall be deemed sufficiently given if in writing and personally delivered or deposited in the United States mail, postage prepaid and sent by registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid. Until changed by written notice given by one party to the other, the addresses of the parties shall be as follows:

Provider:	General Manager
	Republic Waste Services of Texas, Ltd.
	1422 Hughes Street
	San Angelo, TX 76903

With a copy to: Deputy General Counsel – West Region
Republic Services, Inc.
18500 N. Allied Way
Phoenix, AZ 85054

City: Solid Waste Administrator
City of San Angelo
72 West College
San Angelo, Texas 76903

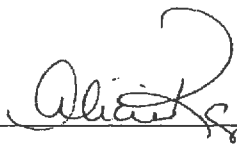
With a copy to: City Manager
City of San Angelo
72 West College
San Angelo, Texas 76903


Q. Survival of Covenants and Conditions. It is expressly agreed that all covenants and conditions regarding the rights and obligations of the parties subsequent to the termination of this Special Contract shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provision.

R. Payment. All sums payable under this Special Contract are payable in U.S. currency and shall be paid to Provider or City at the places provided in this Special Contract for service of notice to said party.

[Signatures on following page]

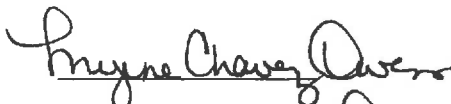

CITY OF SAN ANGELO

BY: 
Alicia Ramirez, City Clerk

BY: 
Daniel Valenzuela, City Manager
Date: 07-25-14

REPUBLIC WASTE SERVICES OF TEXAS,
Ltd., a Texas limited partnership
BY: Republic Services of Texas GP, Inc., its
General Partner

ATTEST:

BY: 
NAME: MYRNA CHAVEZ OWENS BY: 
Title: TX Notary Keith Cordesman, Vice President
Date: 7-21-14

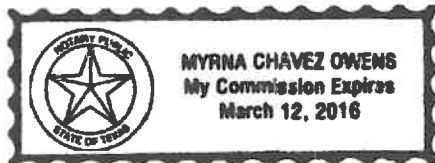


EXHIBIT A

DEFINITIONS

“Acceptable Waste” means Municipal Solid Waste, special wastes, and Class 2 and Class 3 industrial wastes, dead animals, regulated asbestos containing material (RACM), Non-RACM, empty containers, municipal hazardous waste from a conditionally exempt small quantity generator, Class 2 and Class 3 industrial waste, and wastes classified as Class 1 only because of asbestos content.

“Applicable Laws” means any Permits, issued for or with respect to the City of San Angelo Landfill (or any component thereof) and/or issued for or with respect to the performance by a Party of its obligations hereunder, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similar legally binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Entity that relates to or affects City, Provider and/or the City of San Angelo Landfill (or any portion thereof) or City Collector, or the performance by a Party of its obligations hereunder.

“Bulk Waste” means solid waste that is too large, heavy or bulky to be collected during normal Garbage collection, including but not limited to refrigerators, stoves, water heaters, other large appliances, and materials resulting from minor remodeling by the householder except for roofing materials and materials generated by contractors.

“City” means the City of San Angelo, Tom Green County, Texas.

“City Fault” means any breach, failure, non-performance or non-compliance by the City with the terms and conditions of this Special Contract.

“City Collector” means the solid waste hauler and/or residential recyclables hauler who by contract, license or otherwise is authorized by City to collect waste or recyclables within the City Limits of the City of San Angelo.

“City Limits” means the outermost boundary of the City of San Angelo as reflected in the Official Zoning Map maintained by City in the office of the GIS Manager excluding any extra-territorial jurisdiction (ETJ).

“City of San Angelo Landfill,” “Landfill,” or “Premises” means the City-owned landfill, located at 3002 Old Ballinger Highway, San Angelo, Texas, and all other real property that may now or in the future be acquired for landfilling operations as designated by City, and all improvements and appurtenances thereto.

“City Waste” means all solid waste originating from residences, institutions, and all Non-Residential establishments within the City Limits of the City of San Angelo.

“Collect” means to collect and remove solid waste or Recyclables for transport elsewhere, or to cause such to be done.

“Commission” or “TCEQ” means the Texas Commission on Environmental Quality, its predecessor agency, the Texas Natural Resource Conservation Commission, and/or any other predecessor agency as the context may require.

“Construction and Demolition Waste” or “C & D” means waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, bricks and masonry, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.

“Day” means calendar day, unless otherwise specified.

“Disposal” or “Disposal Services” means the dumping or deposition of solid waste into or onto a Disposal Facility so that the waste or any constituent thereof is introduced into the environment.

“Disposal Facility” means a sanitary landfill or other solid waste disposal facility permitted by the Commission and/or other applicable regulatory agency with jurisdiction and utilized for the receipt or final disposition of Solid Waste.

“Environmental Laws” means all Local, State, and Federal statutes, regulations, orders, directives and common law concerning public health and safety, nuisance, pollution and protection of the environment.

“Garbage” means solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

“Government Approvals” means all licenses, certificates, permits and approvals required from any Governmental Entity for operation or expansion of the City of San Angelo Landfill or the performance of Provider’s obligations under the Lease. [TO HERE]

“Governmental Entity” means, as appropriate, any one or several of any court of competent jurisdiction, the United States of America, the State of Texas and/or any appropriate jurisdiction over Provider or City or their activities relating to the City of San Angelo Landfill; or any agency, authority, regulatory body or subdivision of any of the above as may have jurisdiction over or power and authority to regulate City, Provider, the City of San Angelo Landfill or the operation thereof, the transfer, transportation, or disposal of Solid waste or any services or utilities related to any of the foregoing.

“Guarantor” means the Person guaranteeing the performance and payment obligations of Provider to City.

“Guaranty” means the Guaranty, a copy of which is attached to this Special Contract.

“Hazardous Waste” means any solid waste characterized, identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended.

“Industrial Waste” means solid waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

“Liquidated Damages” means the liquidated damages for the occurrences set forth on Exhibit D.

“Medical Waste” means solid waste generated by healthcare-related facilities and associated with healthcare activities, not including garbage or rubbish generated from offices, kitchens, or other non-health-care activities. The term includes special waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (Definition, Treatment, and Disposition of Special Waste from Health-Care Related Facilities) or any successor. The term does not include waste produced on farmland and ranchland as defined in Agriculture Code, §252.001(6) (Definitions--Farmland or ranchland) or any successor, nor does the term include artificial, nonhuman materials removed from a patient and/or requested by a patient, including but not limited to orthopedic devices and implants.

“Municipal Solid Waste” or “MSW” means Solid waste resulting from or incidental to municipal, community, Non-Residential, institutional, or recreational activities, and includes Garbage, Rubbish, ashes, street cleanings, and other Solid waste other than Industrial Waste.

“Non-Residential” is the designation for any waste generator beyond a private residence including but not limited to commercial businesses, industrial businesses, contractors, rental property, and multi-family residential property.

“Parties” means City and Provider.

“Pass-Through Expense” means fees, charges, or tariffs imposed by the Federal, State or local government, or their respective agencies, after Effective Date of the Special Contract that collectors of Solid Waste must collect from users of a waste collection service and remit to the appropriate government agency.

“Permits” means the applicable approvals, permits, authorizations, registrations, certifications, and licenses issued by Governmental Entities required by Provider for the performance of services under this Special Contract.

“Person” means any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Governmental Entities.

“Processing Facility” means a Facility whose activities include, but are not limited to, the extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse, Recycling or Disposal, including the treatment or neutralization of Hazardous Waste, designed to change the physical, chemical, or biological character or composition of any Hazardous Waste to neutralize such waste, or to recover energy or material from the waste, or to render such waste non-hazardous or less hazardous; safer to transport, store, dispose of, or make it amenable for recovery, amenable for storage, or

reduced in volume. Unless the City determines that regulation of such activity under these rules is necessary to protect human health or the environment, the definition of “processing” does not include activities relating to those materials exempted by the Commission or the Executive Director of the Commission.

“Recyclables” means material that has been recovered or diverted from the non-hazardous Solid Waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials including and excluding those items set forth on Exhibit G. Recyclables is not solid waste. However, Recyclables may become solid waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it shall be solid waste with respect only to the person actually abandoning or disposing of the material.

“Recycling” means a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete, are collected, separated, ground or processed and returned to use in the form of raw materials used in the production of new products or for any beneficial purpose. Except for mixed Municipal Solid waste composting, that is, composting of the typical mixed Solid waste stream generated by residential, Non-Residential, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.

“Refuse” has the same meaning as Rubbish.

“Renewal Term” includes the any term of extension of this Special Contract beyond the Initial Term.

“Representative” means any person or organization, whether in a paid or voluntary status, working in conjunction with a particular Person to promote the interests of that Person.

“Residential Waste” means Municipal Solid Waste discarded by single-family homes, dwellings, or apartments.

“Rubbish” or “Refuse” means non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials.

“Solid Waste” means any garbage, rubbish, sludge from a wastewater treatment plant, water supply treatment plant, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, Non-Residential, mining, and agricultural operations and from community and institutional activities. The term does not include: solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under the Texas Water Code; soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under the Texas Natural Resources Code.

“Solid Waste Administrator” means the person designated by City to administer this Special Contract on behalf of City.

“State” means the State of Texas.

“Suspicious Waste” means waste which Provider reasonably suspects may be Unacceptable Waste.

“Term” means the Initial Term and any Renewal Term of this Special Contract.

“Ton” means a short ton of 2,000 pounds.

“Unacceptable Waste” means any and all waste, including but not limited to Hazardous Waste, Medical Waste (other than Treated Medical Waste) and asbestos, the acceptance and handling of which by Provider would cause a Violation of any Permits or Applicable Laws, cause substantial damage to all or any portion of the City of San Angelo Landfill or any improvements thereon or equipment used in connection therewith, Provider’s equipment or facilities, or present a substantial danger to the health or safety of the public or Provider’s or the City’s representatives, agents or employees. Exhibit G includes a non-exclusive list of Acceptable Waste and Unacceptable Waste.

“USC” means United States Code.

“Vehicle” means every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, or other rolling stock used in operation of collection services.

“Violation” means any determination by a Governmental Entity, after notice to and permitted contest by City, Provider or other operator under this Special Contract, that City, Provider or such other operator under this Special Contract is in violation of or not in compliance with any portion of Applicable Laws under its jurisdiction; however, an alleged Violation which is resolved shall not constitute a Violation.

“Yard Waste” means leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than four inches in diameter, that result from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.

EXHIBIT B

GUARANTY

[See Attached]

GUARANTY

THIS GUARANTY is made and entered into as of July 18, 2014 (but effective as of August 1, 2014), by Republic Services, Inc., a Delaware corporation ("Guarantor"), in favor of the City of San Angelo, a Texas home rule municipal corporation (the "Guaranteed Party").

Recitals

A. Republic Waste Services of Texas, Ltd., a Texas limited partnership ("Subsidiary"), and the Guaranteed Party are parties to that certain Agreement for Landfill Lease and Operation effective August 1, 2014 (the "Agreement").

B. As an inducement to the Guaranteed Party to enter into the Agreement, Guarantor has agreed to guarantee the performance of Subsidiary's obligations under the Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. Guaranty. Guarantor irrevocably and unconditionally guarantees to the Guaranteed Party the due and punctual performance of each obligation of Subsidiary contained in the Agreements in accordance with its terms and conditions. Guarantor agrees that if Subsidiary shall fail to perform any of its obligations under the Agreements when due in accordance with the terms of the Agreements, it shall, upon demand made by the Guaranteed Party, immediately perform the obligation, to the extent that such performance is required to be made or performed by Subsidiary. Notwithstanding anything to the contrary contained in this Guaranty, this Guaranty pertains only to those obligations owed by Subsidiary under the Agreements, and shall in no way alter or expand any obligation owing under the Agreements or diminish any defense available to Subsidiary under the Agreements. This Guaranty in no way alters the respective obligations, rights, defenses, setoffs, counterclaims, or privileges of the parties to the Agreements, all of which shall be equally available to Guarantor as to Subsidiary in the event the Guaranteed Party makes a claim under this Guaranty. The Guaranteed Party, however, may commence any action or proceeding based upon this Guaranty directly against Guarantor without making Subsidiary a party defendant in such action or proceeding and it shall not be necessary for the Guaranteed Party to bring any action or proceeding first against Subsidiary to recover from the Guarantor.

Guarantor agrees that the obligations of Guarantor pursuant to this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by any of the following (whether or not Guarantor shall have any knowledge thereof):

(a) any termination, amendment, modification or other change in the Agreements;

(b) any failure, omission or delay on the part of Subsidiary, Guarantor, any or any other guarantor of Subsidiary's obligations to conform or comply with any term of the Agreements;

(d) Binding Effect; Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto may assign its rights or delegate its obligations under this Guaranty without the express written consent of the other party hereto.

(e) Headings. The headings contained in this Guaranty are inserted for convenience only and will not affect the meaning or interpretation of this Guaranty.

(f) Amendment; No Waiver. This Guaranty may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party hereto may, only by an instrument in writing, waive compliance by the other party hereto with any term or provision of this Guaranty. The waiver by any party hereto of a breach of any term or provision of this Guaranty shall not be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

Republic Services, Inc.

By: Marsha A. Lacy
Name: Marsha A. Lacy
Its: Vice President, Treasurer

EXHIBIT C

LETTER OF CREDIT

[To Be Attached]

EXHIBIT D

LIQUIDATED DAMAGES

City may withhold payment from Provider in the amounts specified below as administrative charges for failure to fulfill its obligations. Liquidated Damages are at the discretion of, and are to be assessed by, City's Solid Waste Administrator. Notwithstanding the foregoing, Liquidated Damages shall not be assessed for any reason during the period for implementation set forth in Section 8.A of this Special Contract and for ninety (90) days after the last route is implemented by Provider.

1. Missed Collection: \$25 for each missed collection above eight (8) misses per collection day, to be assessed at the end of each collection month. A missed collection occurs when a resident reports that their material was set at the curb by 7:00am, and was not collected.
2. Missed Residential Service Unit Block: \$250 for each incident of failing to pick up material on a block. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where residents from at least three households on that street report that they had their material out before 7:00am and the material was not picked up.
3. Failure to Provide Residential Services During Normal Hours of Operation: \$100 for each vehicle providing collection services on the streets in the city prior to or after the hours of operation.
4. Failure to Complete a Majority (50%) of the Collections on a Given Day: \$2,500 each incident.

5. Failure to Respond to Material Spilled or Littered by Provider within Two (2) Hours of Notification: \$250 each incident.
6. Failure to Maintain Vehicle in Manner Consistent with the Special Contract: \$100 each incident.
7. Failure to Acknowledge and Respond to Complaints within One (1) Business Day: \$100 each incident.
8. Failure to Provide Complete Monthly Reports: \$100 each incident.
9. Commingling Materials that are Prohibited to be Commingled: \$1,000 each incident, to be assessed at the discretion of the City's Contract Administrator.
10. Failure to Provide Temporary Construction Roll-Off Services on the next business day or on the customer's requested day if that day is later . \$175 each incident credited directly to the customer (excluding weekends, if the request was made before noon the day prior). Liquidated damages in the amount of \$100/day shall be paid to City after 48 hours if Services still have not been provided.

EXHIBIT E

FORM OF NON-RESIDENTIAL CUSTOMER INVOICE

[See Attached]

Example of Non-Residential Invoice

[See Attached]

REPUBLIC SERVICES
 1422 Hughes Ave
 San Angelo TX 76903-334147

A DIVISION OF REPUBLIC SERVICES

Account Summary

Account Number	3-0091-00000000
Invoice Date	March 31, 2014
Invoice Number	0391-00000000
Previous Balance	\$0.00
Payments/Adjustments	\$0.00
Unpaid Balance	\$0.00
Current Invoice Charges	\$173.90

Pay This Amount

\$173.90

Due By: 04/20/14

Contact Information

Customer Service (325) 491-7700

Important Information

Refer to all of your documents and printed your company's and our Republic Services's commercial contract agreement to ensure timely payment to Republic Services. We thank you for your business and service to you.

To pay on-line or sign up for convenient auto pay, go to:
www.disposal.com

JOHN DOE'S GARAGE

Invoice

Page 1 of 2

Payments/Adjustments

Date	Description	Reference	Amount
------	-------------	-----------	--------

Current Invoice Charges

John Doe's Garage 4444 Anywhere Dr (L1)
 San Angelo, TX

Contract: 0001011 (C11)

1 - Front Load (4 Yr / 1xWK) Scheduled Service (\$1)

Date	Description	Reference	Quantity	Unit Price	Amount
03/25/14	Extra Pickup	03/25/14	1.0000	\$173.90	\$173.90
03/25/14	Basic Service	04/01/14-04/30/14	1.0000	\$117.00	\$117.00
	Total Contract Fee (\$10)				\$7.00
	Total City Tax				\$7.00
	Total County Tax				\$0.00
	Total State Tax				\$0.00
	Current Invoice Charges				\$173.90

CURRENT	30 DAYS	60 DAYS	90+ DAYS
173.90	0.00	0.00	0.00

C.A.

- Visit our website, www.disposal.com, to make your payment electronically or to sign up for our convenient automatic payment plan.
- Please also review your bill for terms and conditions.



1422 Hughes Ave
 San Angelo TX 76903-334147

Return Service Requested

Please Return This
 Payment With Payment

Total Enclosed

Pay This Amount \$173.90
 Account Number 3-0091-00000000
 Invoice Date March 31, 2014
 Invoice Number 0391-00000000
 Payment Due Date April 20, 2014

☐ For Billing Address Changes,
 Check Box and Complete Reverse

Make Checks Payable To:

REPUBLIC SERVICES #001
 PO BOX 78829
 PHOENIX AZ 85062-8829

JOHN DOE'S GARAGE
 4444 ANYWHERE DR
 SAN ANGELO TX 76904

3069124005220000000488070000063970000063970

JOHN DOE'S GARAGE

3-0891-0000000

Page 2 of 3

Check Processing. In accordance with Federal Reserve Board guidelines, when you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For further information, visit: www.electronicpayments.org and click on the Check Conversion tab.

If service is canceled during a billing cycle, the customer will remain responsible for all charges, fees and taxes through the end of the billing cycle. There will be no proration of billing, and the customer will not be entitled to a refund for the period between the notice of termination and the end of the current billing cycle. This provision will not apply if it is contrary to a current franchise agreement, municipal contract, or other written contract applicable to this account or is otherwise prohibited by law.

The Company reserves the right to require that payment for services be made only by check, credit card or money order, unless otherwise required by contract or applicable law.

BILLING ADDRESS CHANGE		
Address		
City	State	Zip
Phone		Alternate Phone

Example of Industrial Invoice

[See Attached]

REPUBLIC SERVICES
1422 Hughes Ave
San Angelo, TX 76903

A Division of REPUBLIC SERVICES

Account Summary

Account Number	3-0691-222222
Invoice Date	March 31, 2014
Invoice Number	0691-00022222
Previous Balance	\$462.14
Payments/Adjustments	-\$462.14
Unpaid Balance	\$0.00
Current Invoice Charges	\$449.15

Pay This Amount

\$449.15

Due By: 04/20/14

Contact Information

Customer Service (326) 481-7700

Important Information

Take control of your payments and protect your privacy. Use your Republic Services account online to pay your bills securely to ensure timely payments to Republic Services. No checks to mail and no calls to pay.

To pay on-line or sign up for convenient auto pay, go to:
www.disposeit.com

JOHN DOE'S REMODELING

Invoice

Page 1 of 2

Payments/Adjustments

Date	Description	Reference	Amount
03/19	Payment - Thank You	8858	-\$462.14

Current Invoice ChargesJohn Doe's Remodeling 6000 Royal Red Rd. (L1)
San Angelo, TX

Contract: 0691011 (C21)

1 - Rolloff (30 Yr) On Call Service (\$4)

Date	Description	Reference	Quantity	Unit Price	Amount
03/21	Dispose/Recycling	96009	45000 Tons	\$36.90	\$1759.75
	Race Service	Holy	1.0000	\$175.00	\$175.00
	Receipt Number 72050				
03/31	Rental: 03/01/14-03/31/14		1.0000	\$30.00	\$30.00
	Rental: 03/22/14-03/31/14		1.0000	\$99.00	-\$79.50
	Total Contract Fee (5%)				\$14.79
	Total City Tax				\$0.22
	Total County Tax				\$2.08
	Total State Tax				\$25.93

Current Invoice Charges

\$449.15

CURRENT	30 DAYS	60 DAYS	90 DAYS
449.15	0.00	0.00	0.00

S.A.

- Visit our website, www.disposeit.com to make your payment electronically or to sign up for our convenient automatic payment plan.
- Please see reverse side for terms and conditions.

1422 Hughes Ave
San Angelo, TX 76903Please Return This
Portion With Payment

Total Enclosed

Pay This Amount **\$449.15**
 Account Number **3-0691-222222**
 Invoice Date **March 31, 2014**
 Invoice Number **0691-00022222**
 Payment Due Date **April 20, 2014**

☐ For Billing Address Changes,
Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #091
PO BOX 75829
PHOENIX, AZ 85062-8229

Return Service Requested

064223 060001-000001 004201 202110 22400 750 S 1 0

JOHN DOE'S REMODELING
6000 ROYAL RED RD
SAN ANGELO TX 76903-1111

3067122222200000002222200002222000002222202

JOHN DOE'S REMODELING

0-0681-2222222

Page 2 of 2

Check Processing: In accordance with Federal Reserve Board guidelines, when you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For further information visit www.electronicpayments.org and click on the Check Conversion tab.

If service is canceled during a billing cycle, the customer will remain responsible for all charges, fees and taxes through the end of the billing cycle. There will be no proration of billing, and the customer will not be entitled to a refund for the period between the notice of termination and the end of the current billing cycle. This provision will not apply if it is contrary to a current franchise agreement, municipal contract, or other written contract applicable to this account or is otherwise prohibited by law.

The Company reserves the right to require that payment for services be made only by check, credit card or money order unless otherwise required by contract or applicable law.

BILLING ADDRESS CHANGE			
Address			
City	State	Zip	
Phone	Alternate Phone		

EXHIBIT F

RATES FOR SERVICES

1. Initial Year Pricing
2. To be adjusted annually by Section "9D Annual Increase" of the Special Contract
3. Annual Disposal Rate adjustments shall be applied on October 1, 2015 and each October 1 thereafter during the Term as specified in Landfill Agreement with City.

Residential Collection Pricing	
	1X Week Garbage and 1X Week Single Stream Recycle collection both with 96 Gallon Cart (combined price)
Base Rate	\$13.47
Bulk Waste Fee/Mo. (4X per year collection)	\$0.50
Total	\$13.97
Apartment House (where large containers are not used) per unit	\$13.97
Two Family Duplex residence per Duplex	\$27.94
Additional Cart Fee	\$ 5.00 trash, \$1.25 Recycle
Replacement Cart Fee	\$65 per cart

Out of Cycle Bulk Pick Up Rates	
Trip Charge	\$75.00
Each yard collected	\$25.00

Rolloff Container Rates:						
Size	Haul Rate	Delivery	Plus Disposal Rate/Ton	Daily Rental	Installation and maintenance	
20 CY Container	\$175.00	\$75.00	\$35.50	\$3.00/day	N/A	
30 CY Container	\$175.00	\$75.00	\$35.50	\$3.00/day	N/A	
40 CY Container	\$175.00	\$75.00	\$35.50	\$3.00/day	N/A	
Compactors	\$225.00	\$75.00	\$35.50	Negotiated between customer and Republic	Negotiated between customer and Republic	
Commercial Trash Rates:						
	1X per week	2X per week	3X per week	4X per week	5X per week	6X per week
96 Gallon Cart	\$23.00	\$46.00	\$69.00			
2 CY Container	\$73.00	\$120.00	\$152.75	\$187.00	\$217.00	\$253.00
3 CY Container	\$95.00	\$149.75	\$199.13	\$251.25	\$297.75	\$341.25
4 CY Container	\$117.00	\$179.50	\$245.50	\$315.50	\$378.50	\$429.50
6 CY Container	\$146.25	\$247.50	\$337.50	\$443.00	\$538.25	\$631.25
8 CY Container	\$175.50	\$315.50	\$429.50	\$570.50	\$698.00	\$832.75
Extra Pick-Up (each)						
96 Gallon Cart	\$15.00					
2 CY Container	\$22.50					
3 CY Container	\$29.50					
4 CY Container	\$36.00					
6 CY Container	\$45.00					
8 CY Container	\$55.00					

Container Movement Rates	
96 Gallon Cart Delivery	\$20.00
Commercial Container Delivery	\$50.00
Commercial Container Swaps/Exchanges	\$75.00
Commercial Container Removals	\$50.00
Commercial Container Relocates	\$50.00
Rolloff Container Delivery	\$75.00
Rolloff Container Relocate	\$75.00
Container Lockbar Rental	\$10.00
Container Lock Bar Installation	\$75.00
Rolloff Dry Run (Customer Called but Container Not Ready for Haul)	\$75.00
Daily rolloff Container Rental	\$3.00
Compacter rental, installation and maintenance cost	Negotiated between Republic and customer*

*Due to the various size and specifications, ownership, special installation requirements and maintenance agreements

Notes:

- Extra cart pricing for Commercial 96 gallon Trash Service is \$17.00 per cart
- The charts above entitled Commercial Trash Rates and Rolloff Container Rates refer to Non-Residential Waste.

**Recycle Processing Charges for Residential Customers to be Added Depending on Volumes:	
Below 500 tons/month	\$.50 per home/month
500 + Tons/month	no added processing charges

**Rates shall be applied in accordance with Section "9.G Adjustments for Recycling Services" herein.

Delinquent & Closed Accounts fees	
Non Sufficient Funds (NSF)	\$ 35.00
Late fees (past 30 days)	5% (\$5.00 minimum)
Service Interrupt	\$ 35.00

The chart above for Delinquent and Closed Accounts fees applies to all Non-Residential customers.

EXHIBIT G

ACCEPTABLE WASTE AND UNACCEPTABLE WASTE

ACCEPTABLE WASTES

Household-type wastes

Cardboard

Paper

Plastic

Food wastes

Yard wastes (as per guidelines)

UNACCEPTABLE WASTES

Chemicals of any kind

Paint or Thinners

Pesticides or Herbicides

Tires

Batteries

Oil & Oil filters

Antifreeze

Drums

Asbestos

Untreated Medical Waste

Contaminated Soils

Sludge or Liquids

Automobile /truck engine parts

RECYCLABLES

ACCEPTABLE RECYCLING ITEMS

Newspapers & Inserts

Magazines

Mail, mixed paper and catalogs

Corrugated Cardboard (flattened)

Boxboard, Cereal Boxes, Frozen Food Boxes Packing Materials

Plastic Containers #1-7 (Excluding Styrofoam) Chip Bags

Steel and Tin Cans

Aluminum Cans

Aerosol Cans

UNACCEPTABLE RECYCLING ITEMS

Batteries

Electronics

Flower Pots, Plastic Pots

Styrofoam Containers, Peanuts or

Light Bulbs

Glassware, Ceramics

Metal Hangers

Food and wet waste, food-contaminated paper plates,

Paper towels & napkins

Hazardous or toxic product containers

BULK WASTES

ACCEPTABLE ITEMS (5-yard Limit)

Appliances
BBQ Grills without Propane Tank
Carpeting (small pieces)
Fencing

Furniture
Mattresses
Toilets
Wooden Pallets
Brush/Limbs
White Goods/Appliances if refrigerant
is removed by a licensed technician and
tagged as such

UNACCEPTABLE ITEMS

Household Trash
Tires
Concrete
Construction /Remodeling material (e.g. bricks,
sheetrock, insulation, flooring)
Glass
Hazardous materials (e.g. paint, household cleaners)
Metal hangers
Roofing material
Shingles
Soil & rocks
Propane/fuel tanks
White Goods/Appliances with refrigerant

EXHIBIT H**FUEL TABLE**

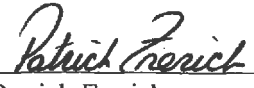
San Angelo Fuel Surcharge Calculation				
July 2013 - June 2014 (12 Month Avg)*		\$ 3.60		
Benchmark Price Per Gallon		\$ 3.90		
Fuel Price	Price Change From Benchmark	Add'l Increase for Fuel	Calculation Example	
Benchmark \$ 3.90			Hypothetical Diesel Fuel Price 12 Month Average (Aug thru July)	Total Rate Adjustment %
\$ 4.00	\$ 0.10	0.23%	1-Aug-14 Residential Rate	\$ 13.97
\$ 4.10	\$ 0.20	0.46%	Annual Fixed Adjustment	
\$ 4.20	\$ 0.30	0.69%	Fuel factor (Aug 2014 thru July 2015)	2.9% 0.69%
\$ 4.30	\$ 0.40	0.92%	Total Rate Adjustment (2.9% + (.69%-0) = 3.59% * Current Rate)	3.59%
\$ 4.40	\$ 0.50	1.15%		\$ 0.50
\$ 4.50	\$ 0.60	1.38%		\$ 14.47
\$ 4.60	\$ 0.70	1.62%	1-Oct-15 Residential Rate	\$ 14.47
\$ 4.70	\$ 0.80	1.85%	Annual Fixed Adjustment	
\$ 4.80	\$ 0.90	2.08%	Fuel factor (Aug 2015 thru July 2016)	2.9% 1.85%
\$ 4.90	\$ 1.00	2.31%	Total Rate Adjustment (2.9% + (1.85%-.69%) = 4.06% * Current Rate)	4.06%
\$ 5.00	\$ 1.10	2.54%		\$ 0.50
\$ 5.10	\$ 1.20	2.77%		\$ 15.06
\$ 5.20	\$ 1.30	3.00%	1-Oct-16 Residential Rate	\$ 15.06
\$ 5.30	\$ 1.40	3.23%	Annual Fixed Adjustment	
\$ 5.40	\$ 1.50	3.46%	Fuel factor (Aug 2016 thru July 2017)	2.9% 0.46%
\$ 5.50	\$ 1.60	3.69%	Total Rate Adjustment (2.9% + (.46%-.85%) = 2.51% * Current Rate)	2.51%
\$ 5.60	\$ 1.70	3.92%		\$ 0.23
\$ 5.70	\$ 1.80	4.15%		\$ 15.29
\$ 5.80	\$ 1.90	4.38%	1-Oct-17 Residential Rate	\$ 15.29
\$ 5.90	\$ 2.00	4.62%	Annual Fixed Adjustment	
\$ 6.00	\$ 2.10	4.85%	Fuel factor (Aug 2017 thru July 2018)	2.9% 0.92%
\$ 6.10	\$ 2.20	5.08%	Total Rate Adjustment (2.9% + (.92%-.46%) = 3.36% * Current Rate)	3.36%
\$ 6.20	\$ 2.30	5.31%		\$ 0.51
\$ 6.30	\$ 2.40	5.54%		\$ 15.80
\$ 6.40	\$ 2.50	5.77%		
\$ 6.50	\$ 2.60	6.00%		
\$ 6.60	\$ 2.70	6.23%		
\$ 6.70	\$ 2.80	6.46%		
\$ 6.80	\$ 2.90	6.69%		
\$ 6.90	\$ 3.00	6.92%		
\$ 7.00	\$ 3.10	7.15%		
\$ 7.10	\$ 3.20	7.38%		
\$ 7.20	\$ 3.30	7.62%		
\$ 7.30	\$ 3.40	7.85%		
\$ 7.40	\$ 3.50	8.08%		

Although example above is for Residential, the fuel calculation method applies to all RATES FOR SERVICES in EXHIBIT F with the exception of Delinquent Account Fees

Look back Period: August - July

*Source: Weekly Gulf Coast No 2 Diesel Ultra Low Sulfur (0.15 ppm) Retail Prices (Dollars per Gallon)

Approved as to Content:



Patrick Frerich,
Assistant Director - Operations

Approved as to Form:



Lysia H. Bowling, City Attorney

Approved as to Insurance Requirements:



John Seaton, Risk Management

EXHIBIT C



TEXAS DISPOSAL SYSTEMS

TEXAS DISPOSAL SYSTEMS, INC. • TEXAS DISPOSAL SYSTEMS LANDFILL, INC.

P.O. Box 17126
Austin, Texas 78760-7126
512-421-1300
512-243-4123 (Fax)
www.texasdisposal.com

September 17, 2014

Via FedEx

Via Certified Mail RRR: 7013 3020 0000 2067 8386

Charles L. Babcock
Jackson Walker, LLP
1401 McKinney Street, Suite 1900
Houston, TX 77010

Re: Cease and Desist Letter

Dear Mr. Babcock,

This letter is in response to your cease and desist letter dated September 8, 2014 to Texas Disposal Systems ("TDS"). You demand that TDS immediately cease and desist all services for the collection, hauling, and disposal of construction and demolition waste in the City of San Angelo ("City").

Your basis for this demand is Section 6A of the August 1, 2014 Special Exclusive Contract for Solid Waste Collection and Disposal Services between the City and Republic Waste Services of Texas, Ltd. ("Republic") – more specifically, the portion of Section 6A that purports to grant Republic the exclusive right to collect construction and demolition waste. This aspect of Section 6A is unenforceable because state law authorizes a person to contract with any solid waste services provider it selects on a construction project. Texas Health & Safety Code Section 364.034(h).

The City of San Angelo granted TDS a permit to provide any service within the City Limits for the transportation and disposal of garbage, trash and debris "that is allowed by state law." Because the statute authorizing cities to adopt exclusive waste contracts excepts construction waste, TDS is allowed by state law to collect such waste in San Angelo. Furthermore, the Special Exclusive Contract's purported delegation to Republic of the enforcement authority over city ordinances is an unauthorized delegation of governmental power under Texas law. Republic does not have standing to enforce any purported violation of Section 6A of its contract with the City against TDS.

TDS and the City have previously discussed their conflicting opinions on the meaning of Health & Safety Code Section 364.034(h) over a year ago. Republic has now joined the City in expressing an opinion that Section 364.034(h) does not mean what it says. Since there is no controlling case law on the matter, I believe this dispute is ripe for the courts to settle.

EXHIBIT C

September 17, 2014
Page 2

Therefore, TDS will continue to provide temporary solid waste disposal services to construction projects within the corporate limits of the City of San Angelo and will continue to haul such waste collected outside the City on San Angelo streets leading to the City owned landfill located within the City limits.

Sincerely,

A handwritten signature in cursive script that reads "Gary Newton". The signature is written in black ink and is positioned above the printed name and title.

Gary Newton
General Counsel

**Trashaway Service LF**1422 Hughes Street
San Angelo, TX 76903**INVOICE**

Invoice Date	08/31/2014
Invoice No	000005742
Customer No	085391
Site No	0000
Page No	1 of 9
Due Date	09/30/2014

TEXAS DISPOSAL SYSTEMS INC
PO BOX 17126
AUSTIN, TX 78760-7126

Current Charges	Total Amount Due
\$24,348.08	\$24,348.08

Please Pay Total Amount Due

Billing Questions? Call 325-481-7700



Date	Code	Description	Reference	Quantity	Amount
08/01	AA	MSW	01 1018524	2.18	82.84
08/01	AA	Reference: /2572 SOUTHWEST			
08/01	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/01	AA	MSW	01 1018533	4.92	186.96
08/01	AA	Reference: /ASU			
08/01	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/01	AA	MSW	01 1018545	0.88	38.00
08/01	AA	Reference: SAN ANGELO/2572 SOUTHWEST			
08/01	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/01	AA	MSW	01 1018575	4.50	171.00
08/01	AA	Reference: /10869 HWY 67			
08/01	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/01	AA	MSW	01 1018646	3.53	134.14
08/01	AA	Reference: SAN ANGELO /4001 SUNSET DRIVE			
08/01	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/01	AA	MSW	01 1018673	3.59	136.42

ACCOUNT STATUS

Current	31-60 Days	61-90 Days	Over 90 Days	Total Amount Due
\$24,348.08	0.00	0.00	0.00	\$24,348.08

↓ ↓ Please return the portion below with your payment. Do not attach check to stub. ↓ ↓

**Trashaway Service LF**1422 Hughes Street
San Angelo, TX 76903

Invoice Date	08/31/2014
Invoice No.	000005742
Customer No.	085391
Site No.	0000

Current Charges:	\$24,348.08
Total Amount Due:	\$24,348.08

Amount Paid: _____

☐ Please check if address has changed, and indicate change(s) on reverse side or call phone number above.

Please write your account number on your check and make payable to:

Please Return
Payment To:Trashaway Service LF
PO Box 844115
Dallas, TX 75284-4115
|||||TEXAS DISPOSAL SYSTEMS INC
PO BOX 17126
AUSTIN, TX 78760-7126

EXHIBIT D

Date	Code	Description	Reference	Quantity	Amount
08/01	AA	Reference: 8541 BISON TRAIL			
08/01	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/02	AA	MSW	01 1018873	5.10	181.05
08/02	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
08/02	AA	Contract: LICENSED HAULER SAN ANGELO			
08/02	AA	MSW	01 1018905	5.01	190.38
08/02	AA	Reference: SAN ANGELO/2545 SOUTHWEST			
08/02	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/04	AA	MSW	01 1018999	11.44	463.32
08/04	AA	Reference: 116 KELLY/EDEN TX			
08/04	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/04	AA	MSW	01 1019017	7.32	296.46
08/04	AA	Reference: MERTZON			
08/04	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/04	AA	MSW	01 1019056	9.57	363.66
08/04	AA	Reference: SAN ANGELO/ASU			
08/04	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/05	AA	MSW	01 1019289	2.55	103.28
08/05	AA	Reference: 1318 E HWY 67/BIG LAKE			
08/05	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/05	AA	MSW	01 1019299	1.80	72.90
08/05	AA	Reference: 300 COUNTY RD 302 BARNHART			
08/05	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/05	AA	MSW	01 1019337	5.75	218.50
08/05	AA	Reference: SAN ANGELO/4587 HOUSTON HARTE			
08/05	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/05	AA	MSW	01 1019379	1.15	43.70
08/05	AA	Reference: SAN ANGELO/4613 S JACKSON			
08/05	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/05	AA	MSW	01 1019389	2.36	95.58
08/05	AA	Reference: 2500 RANCH ROAD 305/ MCCAMEY			
08/05	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/05	AA	MSW	01 1019404	6.42	243.96
08/05	AA	Reference: WALL			
08/05	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/05	AA	MSW	01 1019425	15.94	605.72
08/05	AA	Reference: SAN ANGELO/2520 SOUTHWEST BLVD			
08/05	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/05	AA	MSW	01 1019457	1.39	52.82

IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE.....

Your Name _____

Street _____ Home Phone _____

City _____ State _____ Zip _____

Other Information _____

**Trashaway Service LF**

1422 Hughes Street
San Angelo, TX 76903



TEXAS DISPOSAL SYSTEMS INC

INVOICE (cont.)

Invoice Date 08/31/2014
Invoice No 0000005742
Customer No 085391
Site No 0000
Page No 3 of 9
Due Date 09/30/2014

Date	Code	Description	Reference	Quantity	Amount
08/05	AA	Reference: SAN ANGELO/3501 KNICKERBOCKER			
08/05	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/05	AA	MSW	01 1019466	3.94	159.57
08/05	AA	Reference: 2500 RANCH ROAD 305 MCCAMEY			
08/05	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/06	AA	MSW	01 1019485	3.17	120.46
08/06	AA	Reference: SAN ANGELO/3917 EXECUTIVE DR			
08/06	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/06	AA	MSW	01 1019500	2.19	83.22
08/06	AA	Reference: SAN ANGELO/2535 SOUTHWEST BLVD			
08/06	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/06	AA	MSW	01 1019513	4.34	164.92
08/06	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
08/06	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/06	AA	MSW	01 1019544	2.22	84.36
08/06	AA	Reference: 7674 BISON TRL			
08/06	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/06	AA	MSW	01 1019575	2.86	108.68
08/06	AA	Reference: SAN ANGELO/2601 AVE N			
08/06	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/06	AA	MSW	01 1019637	8.25	313.50
08/06	AA	Reference: GRAPE CREEK			
08/06	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/06	AA	MSW	01 1019649	5.29	214.25
08/06	AA	Reference: 403 N 3RD ST/MERTZON			
08/06	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/06	AA	MSW	01 1019665	2.46	93.48
08/06	AA	Reference: SAN ANGELO/3501 KNICKERBOCKER			
08/06	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/07	AA	MSW	01 1019709	3.45	131.10
08/07	AA	Reference: 15103 RUSH RD 2469 MERTZON			
08/07	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/07	AA	MSW	01 1019715	3.67	148.64
08/07	AA	Reference: 50 W 2ND ST			
08/07	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/07	AA	MSW	01 1019823	3.79	153.50
08/07	AA	Reference: STERLING CITY/163 & HWY 87			
08/07	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/07	AA	MSW	01 1019865	1.68	63.84
08/07	AA	Reference: GRAPE CREEK			
08/07	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/07	AA	MSW	01 1019881	0.77	31.19
08/07	AA	Reference: 217 S BROADWAY/MERTZON			
08/07	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/07	AA	MSW	01 1019935	1.39	52.82
08/07	AA	Reference: SAN ANGELO/2601 W AVE N			
08/07	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/08	AA	MSW	01 1019967	0.59	22.42
08/08	AA	Reference: SAN ANGELO/2572 SOUTHWEST BLVD			

TEXAS DISPOSAL SYSTEMS INC

085391

Page 4 of 9

Date	Code	Description	Reference	Quantity	Amount
08/08	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/08	AA	MSW	01 1019977	2.11	80.18
08/08	AA	Reference: SAN ANGELO/2572 SOUTHWEST BLVD			
08/08	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/08	AA	MSW	01 1020015	7.35	279.30
08/08	AA	Reference: ASU			
08/08	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/08	AA	MSW	01 1020047	10.68	432.54
08/08	AA	Reference: 1310 E HWY 67/BIG LAKE			
08/08	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/09	AA	MSW	01 1020217	8.40	340.20
08/09	AA	Reference: MERTZON			
08/09	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/11	AA	MSW	01 1020377	4.71	178.98
08/11	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
08/11	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/11	AA	MSW	01 1020401	6.12	232.56
08/11	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
08/11	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/11	AA	MSW	01 1020410	6.43	260.42
08/11	AA	Reference: MERTZON			
08/11	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/11	AA	MSW	01 1020424	6.23	236.74
08/11	AA	Reference: CHRISTOVAL			
08/11	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/11	AA	MSW	01 1020431	2.92	110.96
08/11	AA	Reference: ASU			
08/11	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/11	AA	MSW	01 1020476	2.45	99.23
08/11	AA	Reference: 104 S PARK / MERTZON			
08/11	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/11	AA	MSW	01 1020477	1.23	49.82
08/11	AA	Reference: 104 S PARK / MERTZON			
08/11	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/12	AA	MSW	01 1020650	3.42	129.96
08/12	AA	Reference: 8394 FM 380			
08/12	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/12	AA	MSW	01 1020691	1.51	57.38
08/12	AA	Reference: 1114 S HWY 87			
08/12	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/12	AA	MSW	01 1020760	4.41	167.58
08/12	AA	Reference: SAN ANGELO/5301 SHERWOOD WAY			
08/12	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/12	AA	MSW	01 1020843	2.93	111.34
08/12	AA	Reference: SAN ANGELO/2572 SOUTHWEST BLVD			
08/12	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/13	AA	MSW	01 1020873	8.64	328.32
08/13	AA	Reference: VERIBEST			
08/13	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/13	AA	MSW	01 1020874	3.59	145.40
08/13	AA	Reference: 300 COUNTY 302 MERTZON			
08/13	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/13	AA	MSW	01 1020901	3.21	121.98
08/13	AA	Reference: SAN ANGELO/2572 SOUTHWEST BLVD			
08/13	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/13	AA	MSW	01 1020939	8.93	339.34

**Trashaway Service LF**

1422 Hughes Street
San Angelo, TX 76903



TEXAS DISPOSAL SYSTEMS INC

INVOICE (cont.)

Invoice Date 08/31/2014
Invoice No 0000005742
Customer No 085391
Site No 0000
Page No 5 of 9
Due Date 09/30/2014

Date	Code	Description	Reference	Quantity	Amount
08/13	AA	Reference: SAN ANGELO/3315 SHERWOOD WAY			
08/13	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/13	AA	MSW	01 1020953	1.95	78.98
08/13	AA	Reference: 104 S PARK-MERTZON			
08/13	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/13	AA	MSW	01 1021113	7.81	296.78
08/13	AA	Reference: GRAPE CREEK			
08/13	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/14	AA	MSW	01 1021127	6.05	245.03
08/14	AA	Reference: 50 W 2ND ST BIG LAKE			
08/14	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/14	AA	MSW	01 1021248	2.68	108.54
08/14	AA	Reference: INTERSECTION OF 163- 87STERLING COUNTY			
08/14	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/14	AA	MSW	01 1021268	3.33	134.87
08/14	AA	Reference: 302 N 3RD ST-MERTZON			
08/14	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/14	AA	MSW	01 1021283	4.63	175.94
08/14	AA	Reference: SAN ANGELO/4001 SUNSET DR			
08/14	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/14	AA	MSW	01 1021318	2.18	82.84
08/14	AA	Reference: SAN ANGELO/614 W 29TH ST			
08/14	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/14	AA	MSW	01 1021341	4.76	180.88
08/14	AA	Reference: 3112 PRONG HORN-BUFFALO HEIGHT			
08/14	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/15	AA	MSW	01 1021349	1.91	72.58
08/15	AA	Reference: GRAPE CREEK			
08/15	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/15	AA	MSW	01 1021406	4.25	161.50
08/15	AA	Reference: ASU			
08/15	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/15	AA	MSW	01 1021469	3.68	149.04
08/15	AA	Reference: 217 S BROADWAY MERTZON			
08/15	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/15	AA	MSW	01 1021471	2.06	83.43
08/15	AA	Reference: 318 E HWY 67 -BIG LAKE			
08/15	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/16	AA	MSW	01 1021626	8.25	334.13
08/16	AA	Reference: MERTZON			
08/16	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/16	AA	MSW	01 1021690	7.47	302.54
08/16	AA	Reference: MERTZON			
08/16	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/16	AA	MSW	01 1021716	6.71	254.98
08/16	AA	Reference: GRAPE CREEK			
08/16	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/18	AA	MSW	01 1021790	2.76	97.98
08/18	AA	Reference: ASU			

TEXAS DISPOSAL SYSTEMS INC

085391

Page 6 of 9

Date	Code	Description	Reference	Quantity	Amount
08/18	AA	Contract: LICENSED HAULER SAN ANGELO			
08/18	AA	MSW	01 1021807	2.74	110.97
08/18	AA	Reference: 300 COUNTY RD 302-BARNHART			
08/18	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/18	AA	MSW	01 1021855	6.07	245.84
08/18	AA	Reference: 403 N 3RD ST-MERTZON			
08/18	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/19	AA	MSW	01 1021905	4.62	175.56
08/19	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
08/19	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/19	AA	MSW	01 1021914	4.04	153.52
08/19	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
08/19	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/19	AA	MSW	01 1021924	5.69	216.22
08/19	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
08/19	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/19	AA	MSW	01 1021938	1.44	58.32
08/19	AA	Reference: 301 N BROADWAY-MERTZON			
08/19	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/19	AA	MSW	01 1021959	3.55	134.90
08/19	AA	Reference: 10869 US HWY 67			
08/19	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/19	AA	MSW	01 1021966	1.68	68.04
08/19	AA	Reference: 1318 E HWY 67-BIG LAKE			
08/19	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/19	AA	MSW	01 1021977	5.01	190.38
08/19	AA	Reference: SAN ANGELO/4587 HOUSTON HARTE			
08/19	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/19	AA	MSW	01 1022019	11.29	429.02
08/19	AA	Reference: VERIBEST			
08/19	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/20	AA	MSW	01 1022044	2.97	120.29
08/20	AA	Reference: 50 W 2ND ST BIG LAKE			
08/20	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/20	AA	MSW	01 1022122	8.49	343.85
08/20	AA	Reference: 1801 E HWY 67-BIG LAKE			
08/20	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/20	AA	MSW	01 1022134	7.72	312.66
08/20	AA	Reference: 1801 E HWY 67-BIG LAKE			
08/20	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/20	AA	MSW	01 1022192	1.76	66.88
08/20	AA	Reference: SAN ANGELO/1814 COVE RD			
08/20	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/20	AA	MSW	01 1022250	8.01	304.38
08/20	AA	Reference: GRAPE CREEK			
08/20	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/21	AA	MSW	01 1022262	4.21	159.98
08/21	AA	Reference: 4316 S JACKSON			
08/21	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/21	AA	MSW	01 1022268	8.03	305.14
08/21	AA	Reference: CHRISTOVAL			
08/21	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/21	AA	MSW	01 1022276	3.40	129.20
08/21	AA	Reference: SAN ANGELO/3501 KNICKERBOCKER			
08/21	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/21	AA	MSW	01 1022297	6.21	235.98

**Trashaway Service LF**

1422 Hughes Street
San Angelo, TX 76903



TEXAS DISPOSAL SYSTEMS INC

INVOICE (cont.)

Invoice Date 08/31/2014
Invoice No 0000005742
Customer No 085391
Site No 0000
Page No 7 of 9
Due Date 09/30/2014

Date	Code	Description	Reference	Quantity	Amount
08/21	AA	Reference: GRAPE CREEK			
08/21	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/21	AA	MSW	01 1022305	8.93	339.34
08/21	AA	Reference: ASU			
08/21	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/22	AA	MSW	01 1022548	3.77	143.26
08/22	AA	Reference: 6705 GREEN OAKS DR-CHRISTOVAL			
08/22	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/22	AA	MSW	01 1022567	2.18	82.84
08/22	AA	Reference: ASU			
08/22	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/22	AA	MSW	01 1022633	11.77	476.69
08/22	AA	Reference: 1310 HWY 67-BIG LAKE			
08/22	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/22	AA	MSW	01 1022689	5.18	196.84
08/22	AA	Reference: 3315 SHERWOOD DR			
08/22	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/22	AA	MSW	01 1022716	5.57	211.66
08/22	AA	Reference: SAN ANGELO/1001 WINDEMERE CIRCLE			
08/22	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/22	AA	MSW	01 1022750	12.86	488.68
08/22	AA	Reference: 3183 PROGHORN			
08/22	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/25	AA	MSW	01 1023026	1.84	74.52
08/25	AA	Reference: 1318 E HWY 67-BIG LAKE			
08/25	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/25	AA	MSW	01 1023077	4.30	163.40
08/25	AA	Reference: ASU			
08/25	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/25	AA	MSW	01 1023136	3.25	123.50
08/25	AA	Reference: SAN ANGELO/3501 KINCKERBOCKER			
08/25	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/25	AA	MSW	01 1023179	0.44	16.72
08/25	AA	Reference: ASU			
08/25	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/25	AA	MSW	01 1023214	0.23	8.74
08/25	AA	Reference: ASU			
08/25	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/25	AA	MSW	01 1023256	2.71	102.98
08/25	AA	Reference: ASU			
08/25	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/26	AA	MSW	01 1023303	4.99	189.62
08/26	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
08/26	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/26	AA	MSW	01 1023340	5.55	210.90
08/26	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
08/26	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/26	AA	MSW	01 1023380	2.46	93.48
08/26	AA	Reference: SAN ANGELO/614 w 29th st			

TEXAS DISPOSAL SYSTEMS INC

085391

Page 8 of 9

Date	Code	Description	Reference	Quantity	Amount
08/26	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/26	AA	MSW	01 1023414	9.89	375.82
08/26	AA	Reference: SAN ANGELO/2601 W AVE N			
08/26	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/26	AA	MSW	01 1023473	5.37	204.06
08/26	AA	Reference: 11961 TWIN LAKES LN DOVE CREEK			
08/26	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/26	AA	MSW	01 1023487	9.66	367.08
08/26	AA	Reference: VERIBEST			
08/26	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/27	AA	MSW	01 1023558	1.87	71.06
08/27	AA	Reference: CHRISTOVAL			
08/27	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/27	AA	MSW	01 1023586	1.13	45.77
08/27	AA	Reference: FAMILY DOLLAR-MERTZON			
08/27	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/27	AA	MSW	01 1023609	4.77	181.26
08/27	AA	Reference: SAN ANGELO/2572 SOUTHWEST BLVD			
08/27	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/27	AA	MSW	01 1023626	3.36	127.68
08/27	AA	Reference: SAN ANGELO/2572 SOUTHWEST BLVD			
08/27	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/27	AA	MSW	01 1023658	4.91	186.58
08/27	AA	Reference: SAN ANGELO/4587 HOUSTON HARTE			
08/27	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/27	AA	MSW	01 1023682	9.02	342.76
08/27	AA	Reference: GRAPE CREEK			
08/27	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/27	AA	MSW	01 1023706	1.99	75.62
08/27	AA	Reference: 3976 3RD ROW			
08/27	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/27	AA	MSW	01 1023710	9.44	382.32
08/27	AA	Reference: 853 REAGAN ST BARNHART			
08/27	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/27	AA	MSW	01 1023727	0.20	8.10
08/27	AA	Reference: 305 S RAILROAD/BIG LAKE			
08/27	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/27	AA	MSW	01 1023743	1.40	53.20
08/27	AA	Reference: ASU			
08/27	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/27	AA	MSW	01 1023747	2.50	101.25
08/27	AA	Reference: COUNTY RD 302 / BARNHART			
08/27	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/28	YY	MISCELLANEOUS	649	390.91	390.91
		TCEQ FEE THAT WAS NOT CHARGED 7/31/14			
08/28	AA	MSW	01 1023802	0.37	14.06
08/28	AA	Reference: ASU			
08/28	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/28	AA	MSW	01 1023823	0.25	9.50
08/28	AA	Reference: ASU			
08/28	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/28	AA	MSW	01 1023829	6.42	243.96
08/28	AA	Reference: CHRISTOVAL			
08/28	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/28	AA	MSW	01 1023852	0.74	28.12
08/28	AA	Reference: ASU			

**Trashaway Service LF**1422 Hughes Street
San Angelo, TX 76903

TEXAS DISPOSAL SYSTEMS INC

INVOICE (cont.)

Invoice Date	08/31/2014
Invoice No	0000005742
Customer No	085391
Site No	0000
Page No	9 of 9
Due Date	09/30/2014

Date	Code	Description	Reference	Quantity	Amount
08/28	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/28	AA	MSW	01 1023880	0.11	4.18
08/28	AA	Reference: ASU			
08/28	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/28	AA	MSW	01 1023917	0.20	7.60
08/28	AA	Reference: ASU			
08/28	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/28	AA	MSW	01 1023973	10.88	413.44
08/28	AA	Reference: SAN ANGELO/2520 SOUTHWEST BLVD			
08/28	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/29	AA	MSW	01 1024017	8.11	328.46
08/29	AA	Reference: MERTZON			
08/29	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/29	AA	MSW	01 1024038	1.35	51.30
08/29	AA	Reference: ASU			
08/29	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/29	AA	MSW	01 1024068	8.32	316.16
08/29	AA	Reference: ASU			
08/29	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
08/30	AA	MSW	01 1024270	8.59	347.90
08/30	AA	Reference: MERTZON			
08/30	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/30	AA	MSW	01 1024301	7.68	311.04
08/30	AA	Reference: 853 REGAN ST/ BARNHART			
08/30	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/30	AA	MSW	01 1024318	2.88	116.64
08/30	AA	Reference: 50 W 2ND ST / BIG LAKE			
08/30	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/30	AA	MSW	01 1024331	8.62	349.11
08/30	AA	Reference: MERTZON			
08/30	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/30	AA	MSW	01 1024337	1.46	59.13
08/30	AA	Reference: 1318 E HWY 67 / BIG LAKE			
08/30	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
08/30	AA	MSW	01 1024350	1.60	60.80
08/30	AA	Reference: GRAPE CREEK			
08/30	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
		----- Material Summary -----			
		MSW		617.26	23,957.17

Total Current Charges =====> \$24,348.08

Trashaway Service LF
PO Box 69055
Odessa, TX 76769

**INVOICE**

Invoice Date 09/30/2014
Invoice No 3405-000005851
Customer No 4-3405-0085391

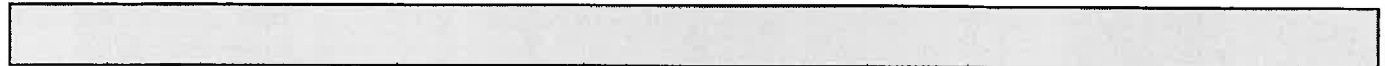
Page No 1 of 8
Due Date 10/30/2014

TEXAS DISPOSAL SYSTEMS INC
PO BOX 17126
AUSTIN, TX 787607126

Current Charges	Total Amount Due
\$22,975.58	\$47,323.66

Please Pay Total Amount Due

Billing Questions? Call 432-381-4722



Date	Code	Description	Reference	Quantity	Amount
09/01	AA	MSW	01 1024451	4.32	153.36
09/01	AA	Reference: /ASU			
09/01	AA	Contract: NONCOMP MSW SA GATE			
09/01	AA	MSW	01 1024460	3.01	121.91
09/01	AA	Reference: 300 COUNTY RD 302-BARNHART			
09/01	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
09/02	AA	MSW	01 1024748	8.18	331.29
09/02	AA	Reference: 0 YARD COMPACTER???/1310 EAST HWY			
09/02	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
09/02	AA	MSW	01 1024803	9.85	374.30
09/02	AA	Reference: VERIBEST			
09/02	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
09/03	AA	MSW	01 1024827	1.69	60.00
09/03	AA	Reference: /2572 SOUTHWEST			
09/03	AA	Contract: NONCOMP MSW SA GATE			

ACCOUNT STATUS

Current	31-60 Days	61-90 Days	Over 90 Days	Total Amount Due
\$22,975.58	24,348.08	0.00	0.00	\$47,323.66

↓ ↓ Please return this portion below with your payment. Do not attach check to stub. ↓ ↓



Trashaway Service LF
PO Box 69055
Odessa, TX 76769

Invoice Date 09/30/2014
Invoice No 3405-000005851
Customer No 4-3405-0085391

Current Charges: \$22,975.58
Total Amount Due: \$47,323.66

Amount Paid: _____

☐ Please check if address has changed, and indicate change(s) on reverse side or call phone number above.

Please write your account number on your check and make payable to:

Trashaway Service LF
Please Return PO Box 844115
Payment To: Dallas, TX 75284-4115

TEXAS DISPOSAL SYSTEMS INC
PO BOX 17126
AUSTIN, TX 787607126

43405008539100000000058510022975580047323668

TEXAS DISPOSAL SYSTEMS INC

4-3405-0085391

Page 2 of 8

Date	Code	Description	Reference	Quantity	Amount
09/03	AA	MSW	01 1024840	1.38	48.99
09/03	AA	Reference: SAN ANGELO/2572 SOUTHWEST BLVD			
09/03	AA	Contract: NONCOMP MSW SA GATE			
09/03	AA	MSW	01 1024865	2.17	77.04
09/03	AA	Reference: SAN ANGELO/4001 SUNSET DR			
09/03	AA	Contract: NONCOMP MSW SA GATE			
09/03	AA	MSW	01 1024930	1.78	67.64
09/03	AA	Reference: 10869 US HWY 67 SOUTH			
09/03	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
09/03	AA	MSW	01 1025013	8.59	326.42
09/03	AA	Reference: GRAPE CREEK			
09/03	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
09/04	AA	MSW	01 1025069	6.48	262.44
09/04	AA	Reference: 302 N 3RD ST MERTZON			
09/04	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
09/04	AA	MSW	01 1025075	6.01	228.38
09/04	AA	Reference: CGRISTOVAL			
09/04	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
09/04	AA	MSW	01 1025089	2.68	95.14
09/04	AA	Reference: /4613 S JACKSON			
09/04	AA	Contract: NONCOMP MSW SA GATE			
09/04	AA	MSW	01 1025107	1.72	61.06
09/04	AA	Reference: SAN ANGELO/4613 S JACKSON			
09/04	AA	Contract: NONCOMP MSW SA GATE			
09/04	AA	MSW	01 1025136	2.91	103.31
09/04	AA	Reference: SAN ANGELO/3501 KNICKERBOCKER			
09/04	AA	Contract: NONCOMP MSW SA GATE			
09/04	AA	MSW	01 1025163	1.90	67.45
09/04	AA	Reference: SAN ANGELO/14YARD/2735 LIVE OAK			
09/04	AA	Contract: NONCOMP MSW SA GATE			
09/04	AA	MSW	01 1025221	1.58	60.04
09/04	AA	Reference: GRAPE CREEK			
09/04	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
09/05	AA	MSW	01 1025329	7.34	260.57
09/05	AA	Reference: /ASU			

IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE....

Your Name _____

Street _____ Home Phone _____

City _____ State _____ Zip _____

Other Information _____

Trashaway Service LFPO Box 69055
Odessa, TX 76769**INVOICE (cont.)**Invoice Date 09/30/2014
Invoice No 3405-000005851
Customer No 4-3405-0085391

TEXAS DISPOSAL SYSTEMS INC

Page No 3 of 8
Due Date 10/30/2014

Date	Code	Description	Reference	Quantity	Amount
09/05	AA	Contract: NONCOMP MSW SA GATE			
09/05	AA	MSW	01 1025334	1.65	66.83
09/05	AA	Reference: 50 W 2ND ST / BIG LAKE			
09/05	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
09/05	AA	MSW	01 1025355	3.70	131.35
09/05	AA	Reference: /4587 HOUSTON HARTE			
09/05	AA	Contract: NONCOMP MSW SA GATE			
09/05	AA	MSW	01 1025366	2.67	108.14
09/05	AA	Reference: 2500 RANCH 305			
09/05	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
09/05	AA	MSW	01 1025394	4.67	165.79
09/05	AA	Reference: /2520 SDOUTHWEST			
09/05	AA	Contract: NONCOMP MSW SA GATE			
09/05	AA	MSW	01 1025405	2.19	77.75
09/05	AA	Reference: /3315 SHERWOOD			
09/05	AA	Contract: NONCOMP MSW SA GATE			
09/05	AA	MSW	01 1025421	3.02	122.31
09/05	AA	Reference: 2500 RANCH RD 305			
09/05	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
09/05	AA	MSW	01 1025457	5.91	209.81
09/05	AA	Reference: /614 W 29TH			
09/05	AA	Contract: NONCOMP MSW SA GATE			
09/05	AA	MSW	01 1025488	6.77	240.34
09/05	AA	Reference: /3197 EXECUTIVE DR			
09/05	AA	Contract: NONCOMP MSW SA GATE			
09/05	AA	MSW	01 1025537	9.17	371.39
09/05	AA	Reference: MERTZON			
09/05	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
09/06	AA	MSW	01 1025555	7.07	250.99
09/06	AA	Reference: /ASU BRUSH			
09/06	AA	Contract: NONCOMP MSW SA GATE			
09/06	AA	MSW	01 1025557	9.58	387.99
09/06	AA	Reference: MERTZON			
09/06	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
09/08	AA	MSW	01 1025756	3.27	124.26
09/08	AA	Reference: 8394 FM 380			
09/08	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
09/08	AA	MSW	01 1025789	1.63	66.02
09/08	AA	Reference: 217 S BROADWAY / MERTZON			
09/08	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
09/08	AA	MSW	01 1025806	4.03	143.07
09/08	AA	Reference: /ASU			
09/08	AA	Contract: NONCOMP MSW SA GATE			
09/09	AA	MSW	01 1025989	1.27	45.09
09/09	AA	Reference: /1814 COVE RD			
09/09	AA	Contract: NONCOMP MSW SA GATE			
09/09	AA	MSW	01 1026018	6.81	241.76
09/09	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
09/09	AA	Contract: NONCOMP MSW SA GATE			
09/09	AA	MSW	01 1026049	4.01	142.36
09/09	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
09/09	AA	Contract: NONCOMP MSW SA GATE			
09/09	AA	MSW	01 1026079	4.63	100 164.37

TEXAS DISPOSAL SYSTEMS INC

4-3405-0085391

Page 4 of 8

Date	Code	Description	Reference	Quantity	Amount
09/09	AA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
09/09	AA	Contract: NONCOMP MSW SA GATE			
09/10	AA	MSW	01 1026278	13.33	506.54
09/10	AA	Reference: VERIBEST			
09/10	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
09/10	AA	MSW	01 1026331	3.00	121.50
09/10	AA	Reference: 300 COUNTY RD 302-BARNHART			
09/10	AA	Contract: LICENSED HAULER MSW OUT CO GATE			
09/10	CA	C&D	01 1026361	1.57	55.74
09/10	CA	Reference: 2569 SOUTHWEST			
09/10	CA	Contract: C&D SA GATE			
09/10	CA	C&D	01 1026420	5.79	205.55
09/10	CA	Reference: SAN ANGELO/2572 SOUTHWEST			
09/10	CA	Contract: C&D SA GATE			
09/11	AA	MSW	01 1026424	7.87	299.06
09/11	AA	Reference: GRAPE CREEK			
09/11	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
09/11	AA	MSW	01 1026425	6.88	261.44
09/11	AA	Reference: CHRISTOVAL			
09/11	AA	Contract: LICENSED HAULER MSW TOM GREEN CO GATE			
09/11	CA	C&D	01 1026474	1.99	70.65
09/11	CA	Reference: 3501 KNICKERBOCKER			
09/11	CA	Contract: C&D SA GATE			
09/11	CA	C&D	01 1026476	2.97	105.44
09/11	CA	Reference: 145 EDINBURGH			
09/11	CA	Contract: C&D SA GATE			
09/11	AA	MSW	01 1026483	2.04	72.42
09/11	AA	Reference: 2601 W AVE N			
09/11	AA	Contract: NONCOMP MSW SA GATE			
09/11	CA	C&D	01 1026505	7.49	265.90
09/11	CA	Reference: 5701 MELROSE AVE			
09/11	CA	Contract: C&D SA GATE			
09/11	CA	C&D	01 1026514	5.55	197.03
09/11	CA	Reference: 2569 SOUTHWEST BLVD			
09/11	CA	Contract: C&D SA GATE			
09/11	CA	C&D	01 1026532	6.62	235.01
09/11	CA	Reference: 2569 SOUTHWEST BLVD			
09/11	CA	Contract: C&D SA GATE			
09/11	AA	MSW	01 1026571	1.68	63.84
09/11	AA	Reference: GRAPE CREEK			
09/11	AA	Contract: NONCOMP MSW TG GATE			
09/11	CA	C&D	01 1026604	3.54	143.37
09/11	CA	Reference: 50 W 2ND ST-BIG LAKE			
09/11	CA	Contract: C&D OUT GATE			
09/11	CA	C&D	01 1026620	12.84	455.82
09/11	CA	Reference: 614 W 29TH ST			
09/11	CA	Contract: C&D SA GATE			
09/12	AA	MSW	01 1026661	7.39	262.35
09/12	AA	Reference: ASU			
09/12	AA	Contract: NONCOMP MSW SA GATE			
09/12	CA	C&D	01 1026664	2.24	85.12
09/12	CA	Reference: 6705 GREEN OAK-CHRISTOVAL			
09/12	CA	Contract: C&D TG GATE			
09/12	CA	C&D	01 1026683	1.81	64.26
09/12	CA	Reference: 4001 SUNSET DR			
09/12	CA	Contract: C&D SA GATE			
09/12	CA	C&D	01 1026702	4.65	165.08
09/12	CA	Reference: 4587 HOUSTON HARTE			
09/12	CA	Contract: C&D SA GATE			
09/12	CA	C&D	01 1026717	3.76	133.48

Trashaway Service LFPO Box 69055
Odessa, TX 76769

TEXAS DISPOSAL SYSTEMS INC

INVOICE (cont.)Invoice Date 09/30/2014
Invoice No 3405-000005851
Customer No 4-3405-0085391Page No 5 of 8
Due Date 10/30/2014

Date	Code	Description	Reference	Quantity	Amount
09/12	CA	Reference: 3018 KNICKERBOCKER			
09/12	CA	Contract: C&D SA GATE			
09/13	AA	MSW	01 1026835	8.18	331.29
09/13	AA	Reference: MERTZON			
09/13	AA	Contract: NONCOMP MSW OUT GATE			
09/15	AA	MSW	01 1027005	5.85	207.68
09/15	AA	Reference: ASU			
09/15	AA	Contract: COMPACTED *MSW SA GATE			
09/15	CA	C&D	01 1027034	3.98	161.19
09/15	CA	Reference: 685 BULL RUN-IRION COUNTY			
09/15	CA	Contract: C&D OUT GATE			
09/15	AA	MSW	01 1027087	9.04	366.12
09/15	AA	Reference: MERTZON			
09/15	AA	Contract: COMPACTED * MSW OUT GATE			
09/17	AA	MSW	01 1027342	9.24	351.12
09/17	AA	Reference: veribest			
09/17	AA	Contract: COMPACTED *MSW TG GATE			
09/17	CA	C&D	01 1027383	6.71	271.76
09/17	CA	Reference: 403 N 3RD ST-MERTZON			
09/17	CA	Contract: C&D OUT GATE			
09/17	CA	C&D	01 1027426	2.52	89.46
09/17	CA	Reference: 402 E 8TH ST			
09/17	CA	Contract: C&D SA GATE			
09/17	AA	MSW	01 1027437	9.73	394.07
09/17	AA	Reference: 310 E HWY 67 BIG LAKE			
09/17	AA	Contract: COMPACTED * MSW OUT GATE			
09/17	CA	C&D	01 1027462	1.65	58.58
09/17	CA	Reference: SAN ANGELO/3315 SHERWOOD DR			
09/17	CA	Contract: C&D SA GATE			
09/17	CA	C&D	01 1027489	2.18	88.29
09/17	CA	Reference: UPTON COUNTY/2500 RANCH 305-MAKENY			
09/17	CA	Contract: C&D OUT GATE			
09/17	AA	MSW	01 1027497	2.24	90.72
09/17	AA	Reference: BARNHART/300 COUNTY RD 302			
09/17	AA	Contract: NONCOMP MSW OUT GATE			
09/17	CA	C&D	01 1027501	2.31	93.56
09/17	CA	Reference: UPTON COUNTY/2500 RANCH 305 MACKANEY			
09/17	CA	Contract: C&D OUT GATE			
09/17	CA	C&D	01 1027524	3.82	145.16
09/17	CA	Reference: SAN ANGELO/3400 BUCK RUN			
09/17	CA	Contract: C&D TG GATE			
09/17	CA	C&D	01 1027527	2.57	91.24
09/17	CA	Reference: SAN ANGELO/2569 SOUTHWEST BLVD			
09/17	CA	Contract: C&D SA GATE			
09/17	AA	MSW	01 1027536	8.19	311.22
09/17	AA	Reference: GRAPE CREEK			
09/17	AA	Contract: COMPACTED *MSW TG GATE			
09/18	AA	MSW	01 1027552	5.87	223.06
09/18	AA	Reference: CHRISTOVAL			
09/18	AA	Contract: COMPACTED *MSW TG GATE			
09/18	CA	C&D	01 1027568	2.60	92.30
09/18	CA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
09/18	CA	Contract: C&D SA GATE			

TEXAS DISPOSAL SYSTEMS INC

4-3405-0085391

Page 6 of 8

Date	Code	Description	Reference	Quantity	Amount
09/18	CA	C&D	01 1027571	1.23	43.67
09/18	CA	Reference: SAN ANGELO/2569 SOUTHWEST BLVD			
09/18	CA	Contract: C&D SA GATE			
09/18	CA	C&D	01 1027589	2.04	72.42
09/18	CA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
09/18	CA	Contract: C&D SA GATE			
09/18	CA	C&D	01 1027592	1.52	53.96
09/18	CA	Reference: SAN ANGELO/2569 SOUTHWEST BLVD			
09/18	CA	Contract: C&D SA GATE			
09/18	CA	C&D	01 1027605	5.43	192.77
09/18	CA	Reference: SAN ANGELO/2545 SOUTHWEST			
09/18	CA	Contract: C&D SA GATE			
09/18	CA	C&D	01 1027623	2.39	84.85
09/18	CA	Reference: SAN ANGELO/2520 SOUTHWEST BLVD			
09/18	CA	Contract: C&D SA GATE			
09/18	CA	C&D	01 1027658	5.65	214.70
09/18	CA	Reference: SAN ANGELO/3391 BUCK RUN/BUFFALO			
09/18	CA	Contract: C&D TG GATE			
09/18	AA	MSW	01 1027689	1.58	60.04
09/18	AA	Reference: GRAPE CREEK			
09/18	AA	Contract: COMPACTED *MSW TG GATE			
09/18	CA	C&D	01 1027693	3.78	143.64
09/18	CA	Reference: 3370 BUCK RUN/BUFFALO HEIGHTS			
09/18	CA	Contract: C&D TG GATE			
09/19	CA	C&D	01 1027771	3.64	147.42
09/19	CA	Reference: BIG LAKE/50 W 2ND			
09/19	CA	Contract: C&D OUT GATE			
09/19	AA	MSW	01 1027782	8.30	294.65
09/19	AA	Reference: ASU			
09/19	AA	Contract: COMPACTED *MSW SA GATE			
09/19	CA	C&D	01 1027785	8.54	303.17
09/19	CA	Reference: SAN ANGELO/2572 SOUTHWEST BLVD			
09/19	CA	Contract: C&D SA GATE			
09/19	CA	C&D	01 1027817	1.31	46.51
09/19	CA	Reference: SAN ANGELO/614 W 29TH ST			
09/19	CA	Contract: C&D SA GATE			
09/19	FA	YARD WASTE/COMPOST	01 1027829	4.44	157.62
09/19	FA	Reference: ASU			
09/19	FA	Contract: RCY BRUSH SA GATE			
09/20	CA	C&D	01 1027897	1.32	53.46
09/20	CA	Reference: STERLING CITY/6110 HWY 87 NORTH			
09/20	CA	Contract: C&D OUT GATE			
09/20	AA	MSW	01 1027898	8.02	324.81
09/20	AA	Reference: MERTZON			
09/20	AA	Contract: COMPACTED * MSW OUT GATE			
09/20	AA	MSW	01 1027903	19.27	732.26
09/20	AA	Reference: GRAPE CREEK/8201 SUNFLOWER			
09/20	AA	Contract: NONCOMP MSW TG GATE			
09/20	AA	MSW	01 1027928	1.51	53.61
09/20	AA	Reference: ASU			
09/20	AA	Contract: NONCOMP MSW SA GATE			
09/20	AA	MSW	01 1027958	8.14	329.67
09/20	AA	Reference: MERTZON			
09/20	AA	Contract: COMPACTED * MSW OUT GATE			
09/22	AA	MSW	01 1028057	5.89	209.10
09/22	AA	Reference: ASU			
09/22	AA	Contract: COMPACTED *MSW SA GATE			
09/22	AA	MSW	01 1028069	2.95	119.48
09/22	AA	Reference: BARNHART/300 COUNTY RD 302			
09/22	AA	Contract: NONCOMP MSW OUT GATE			

Trashaway Service LFPO Box 69055
Odessa, TX 76769

TEXAS DISPOSAL SYSTEMS INC

INVOICE (cont.)Invoice Date 09/30/2014
Invoice No 3405-000005851
Customer No 4-3405-0085391Page No 7 of 8
Due Date 10/30/2014

Date	Code	Description	Reference	Quantity	Amount
09/22	CA	C&D	01 1028105	4.07	144.49
09/22	CA	Reference: SAN ANGELO/2572 SOUTHWEST BLVD			
09/22	CA	Contract: C&D SA GATE			
09/22	CA	C&D	01 1028230	6.74	272.97
09/22	CA	Reference: BIG LAKE/1310 E HWY 67 / BIG LAKE			
09/22	CA	Contract: C&D OUT GATE			
09/23	CA	C&D	01 1028382	3.42	121.41
09/23	CA	Reference: SAN ANGELO/4587 HOUSTON HARTE			
09/23	CA	Contract: C&D SA GATE			
09/23	AA	MSW	01 1028412	5.68	215.84
09/23	AA	Reference: 10869 HWY US 67			
09/23	AA	Contract: NONCOMP MSW TG GATE			
09/23	AA	MSW	01 1028468	10.91	414.58
09/23	AA	Reference: VERIBEST			
09/23	AA	Contract: COMPACTED *MSW TG GATE			
09/24	AA	MSW	01 1028506	2.75	97.63
09/24	AA	Reference: 4001 SUNSET MALL			
09/24	AA	Contract: NONCOMP MSW SA GATE			
09/24	CA	C&D	01 1028533	4.39	155.85
09/24	CA	Reference: SAN ANGELO/4001 SUNSET DR			
09/24	CA	Contract: C&D SA GATE			
09/24	AA	MSW	01 1028550	3.81	154.31
09/24	AA	Reference: 217 S BROADWAY-MERTZON			
09/24	AA	Contract: NONCOMP MSW OUT GATE			
09/24	AA	MSW	01 1028568	1.60	64.80
09/24	AA	Reference: 302 N 3RD ST-MERTZON			
09/24	AA	Contract: NONCOMP MSW OUT GATE			
09/24	CA	C&D	01 1028600	3.85	136.68
09/24	CA	Reference: SAN ANGELO/2572 SOUTHWEST BLVD			
09/24	CA	Contract: C&D SA GATE			
09/24	CA	C&D	01 1028665	4.07	144.49
09/24	CA	Reference: 4334 SHEFFLERA			
09/24	CA	Contract: C&D SA GATE			
09/24	AA	MSW	01 1028707	2.61	105.71
09/24	AA	Reference: 411 NICKLES ST/ROWENA			
09/24	AA	Contract: NONCOMP MSW OUT GATE			
09/25	AA	MSW	01 1028751	8.63	327.94
09/25	AA	Reference: GRAPE CREEK			
09/25	AA	Contract: COMPACTED *MSW TG GATE			
09/25	CA	C&D	01 1028767	2.37	84.14
09/25	CA	Reference: SAN ANGELO/3501 KINICKERBOCKER			
09/25	CA	Contract: C&D SA GATE			
09/25	CA	C&D	01 1028846	4.51	182.66
09/25	CA	Reference: MERTZON/10656 COUNTY 411			
09/25	CA	Contract: C&D OUT GATE			
09/25	AA	MSW	01 1028923	2.28	92.34
09/25	AA	Reference: BARNHART/300 COUNTY RD 302			
09/25	AA	Contract: NONCOMP MSW OUT GATE			
09/25	AA	MSW	01 1028930	7.39	280.82
09/25	AA	Reference: CHRISTOVAL			
09/25	AA	Contract: COMPACTED *MSW TG GATE			
09/25	CA	C&D	01 1028946	2.15	76.33
09/25	CA	Reference: 2520 SOUTHWEST BLVD			

TEXAS DISPOSAL SYSTEMS INC

4-3405-0085391

Page 8 of 8

Date	Code	Description	Reference	Quantity	Amount
09/25	CA	Contract: C&D SA GATE			
09/26	CA	C&D	01 1029007	4.11	145.91
09/26	CA	Reference: SAN ANGELO/3315 SHERWOOD WAY			
09/26	CA	Contract: C&D SA GATE			
09/26	AA	MSW	01 1029016	2.13	80.94
09/26	AA	Reference: GRAPE CREEK			
09/26	AA	Contract: COMPACTED *MSW TG GATE			
09/26	AA	MSW	01 1029035	6.76	239.98
09/26	AA	Reference: ASU			
09/26	AA	Contract: COMPACTED *MSW SA GATE			
09/26	CA	C&D	01 1029084	14.71	595.76
09/26	CA	Reference: MERTZON/145 HWY 69			
09/26	CA	Contract: C&D OUT GATE			
09/26	CA	C&D	01 1029114	1.12	39.76
09/26	CA	Reference: 2545 SOUTHWEST			
09/26	CA	Contract: C&D SA GATE			
09/26	CA	C&D	01 1029131	1.91	67.81
09/26	CA	Reference: SAN ANGELO/2545 SOUTHWEST BLVD			
09/26	CA	Contract: C&D SA GATE			
09/26	CA	C&D	01 1029154	3.60	127.80
09/26	CA	Reference: 2545 SOUTHWEST BLVD			
09/26	CA	Contract: C&D SA GATE			
09/27	AA	MSW	01 1029230	9.00	342.00
09/27	AA	Reference: MERTZON			
09/27	AA	Contract: COMPACTED *MSW TG GATE			
09/29	AA	MSW	01 1029440	8.03	325.22
09/29	AA	Reference: MERTZON			
09/29	AA	Contract: COMPACTED * MSW OUT GATE			
09/29	AA	MSW	01 1029573	8.36	296.78
09/29	AA	Reference: ASU			
09/29	AA	Contract: COMPACTED *MSW SA GATE			
09/30	CA	C&D	01 1029768	5.36	190.28
09/30	CA	Reference: 4587 HOUSTON HARTE			
09/30	CA	Contract: C&D SA GATE			
09/30	AA	MSW	01 1029894	9.19	372.20
09/30	AA	Reference: 1310 HWY 67-BIG LAKE			
09/30	AA	Contract: NONCOMP MSW OUT GATE			
09/30	AA	MSW	01 1029910	9.79	372.02
09/30	AA	Reference: VERIBEST			
09/30	AA	Contract: COMPACTED *MSW TG GATE			
09/30	AA	MSW	01 1029918	4.27	172.94
09/30	AA	Reference: BIG LAKE-1310 HWY 67			
09/30	AA	Contract: NONCOMP MSW OUT GATE			
		----- Material Summary -----			
		C&D		192.39	7,116.90
		YARD WASTE/COMPOST		4.44	157.62
		MSW		413.02	15,701.06
Total Current Charges =====>					\$22,975.58

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Republic Waste Services of Texas, Ltd.

DEFENDANTS

Texas Disposal Systems, Inc.

(b) County of Residence of First Listed Plaintiff Maricopa County
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Travis County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
Charles L. Babcock, Jackson Walker L.L.P.
901 Main Street, Suite 6000
Dallas, Texas 75202 (214) 953-6030

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. section 1332(a)

Brief description of cause:

Declaratory judgment and tortious interference

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
☐ DEMAND \$
 Injunctive and monetary

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/24/2014

SIGNATURE OF ATTORNEY OF RECORD

/s/ Edwin M. Buffmire

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
SAN ANGELO DIVISION

REPUBLIC WASTE SERVICES OF
TEXAS, LTD.

Plaintiff,

V.

TEXAS DISPOSAL SYSTEMS, INC.
Defendant.

CIVIL ACTION NO.:

CERTIFICATE OF INTERESTED PERSONS

Plaintiff Republic Waste Services of Texas, Ltd. hereby discloses pursuant to Local Rule 3.1 that the following is a list of all persons, associations of persons, firms, partnerships, corporations, guarantors, insurers, affiliates, parent or subsidiary corporations, or other legal entities who or which are financially interested in the outcome of the case:

1. Plaintiff Republic Waste Services of Texas, Ltd.
2. Republic Waste Services of Texas GP, Inc.
3. Republic Waste Services of Texas, LP, Inc.
4. Republic Services, Inc.
5. Jackson Walker L.L.P., Attorneys for Plaintiff
6. Texas Disposal Systems, Inc.

Respectfully submitted,

JACKSON WALKER L.L.P.

By: /s/ Edwin Buffmire

Don W. Griffis

State Bar No. 0847600

West Beauregard Ave., Suite 200

San Angelo, Texas 76902

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**ATTORNEYS FOR PLAINTIFF
REPUBLIC WASTE SERVICES OF
TEXAS, LTD.**

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
SAN ANGELO DIVISION**

REPUBLIC WASTE SERVICES OF
TEXAS, LTD.

Plaintiff,

V.

TEXAS DISPOSAL SYSTEMS, INC.
Defendant.

CIVIL ACTION NO.:

CORPORATE DISCLOSURE STATEMENT

Plaintiff Republic Waste Services of Texas, Ltd. hereby discloses pursuant to Federal Rule of Civil Procedure 7.1 that Republic Waste Services of Texas, Ltd. is owned by Republic Waste Services of Texas GP, Inc. and Republic Waste Services of Texas LP, Inc., both privately held corporations.

Respectfully submitted,

JACKSON WALKER L.L.P.

By: /s/ Edwin Buffmire

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**ATTORNEYS FOR PLAINTIFF
REPUBLIC WASTE SERVICES OF
TEXAS, LTD.**