



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer:  
Account Number:  
Invoice Date:  
Invoice Number:  
Due Date:

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
10/01/2009  
2313754-1149-4  
Due Upon Receipt

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		8.76
Total Current Charges			44.82

*From everyday collection to environmental protection,  
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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WM000236



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

## INVOICE

Page 1 of 3

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 01/01/2010  
Invoice Number: 2382250-1149-9  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	245.54
Total Credits and Adjustments	0.00
Total Payments Received	36.06
Total Current Charges	45.11
<b>Total Amount Due</b>	<b>254.59</b>
<b>Total Amount Past Due</b>	<b>209.48</b>

**Service Period: JAN/FEB/MAR 2010**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
45.11	254.59

Please pay total amount due.  
Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER  
DEC 24, 2009 WILL REFLECT  
ON YOUR NEXT INVOICE\*\*\*  
CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLAR'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

Want to pay this bill on-line? Go to  
[www.wm.com](http://www.wm.com) to learn more about WMezPay  
and make a convenient, secure payment.



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815  
(775)329-8822  
(775)788-7867 fax

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

### Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number  
010-0074135-1149-9

Waste Management  
introduces WM ezPay!!  
Pay your WM bill  
on-line at  
[www.wm.com](http://www.wm.com).

Invoice Date		Your Invoice Number
01/01/2010		2382250-1149-9
Due Date	Total Due	Amount Paid
Due Upon Receipt	254.59	

1149010007413502382250000000451100000025459 5

I1149R68  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO Box 79168  
Phoenix AZ 85062-9168

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

000082905005001

WM000237

JA\_0124

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

**WM000238**

**JA\_0125**



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 01/01/2010  
Invoice Number: 2382250-1149-9  
Due Date: Due Upon Receipt

Page 3 of 3

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		9.05
Total Current Charges			45.11

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WM000239

JA\_0126





WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

# INVOICE

Page 1 of 3  
Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 04/01/2010  
Invoice Number: 2448207-1149-1  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	254.59
Total Credits and Adjustments	0.00
Total Payments Received	36.06
Total Current Charges	45.41
Total Amount Due	263.94
Total Amount Past Due	218.53

**Service Period: APRIL/MAY/JUNE/2010**  
If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
45.41	263.94

Please pay total amount due.  
Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER  
MARCH 26, 2010 WILL REFLECT  
ON YOUR NEXT INVOICE\*\*\*  
CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

All payments will be posted  
to your oldest outstanding invoice.



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

## Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number  
010-0074135-1149-9

Waste Management  
introduces WM ezPay!!  
Pay your WM bill  
on-line at  
[www.wm.com](http://www.wm.com).

Invoice Date	Your Invoice Number
04/01/2010	2448207-1149-1

Due Date	Total Due	Amount Paid
Due Upon Receipt	263.94	

11490100074135024482070000000454100000026394 9

11149R70  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

000082905005001

WM000240

JA\_0127

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

WM000241

JA\_0128



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer:  
Account Number:  
Invoice Date:  
Invoice Number:  
Due Date:

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
04/01/2010  
2448207-1149-1  
Due Upon Receipt

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		9.35
Total Current Charges			45.41

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WM000242

JA\_0129



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

# INVOICE

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 07/01/2010  
Invoice Number: 2514103-1149-1  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Page 1 of 3

Current Invoice Amount	Total Amount Due
53.84	299.75

Please pay total amount due.  
Thank you for your business.

Account Summary	
Description	Amount
Previous Balance	263.94
Total Credits and Adjustments	18.03-
Total Payments Received	0.00
Total Current Charges	53.84
Total Amount Due	299.75
Total Amount Past Due	245.91

## Service Period: JULY/AUG/SEP/ 2010

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

\*\*\*\*PAYMENTS RECEIVED AFTER  
JUNE 18, 2010 WILL REFLECT  
ON YOUR NEXT INVOICE\*\*\*  
CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

The new Bagster® Dumpster In a Bag® can  
take on up to 3300 lb of waste & debris.  
As easy as Buy. Fill. Gone®. Buy at a  
retailer near you. [www.thebagster.com](http://www.thebagster.com)

All payments will be posted  
to your oldest outstanding invoice.



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

## Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number
010-0074135-1149-9

Pay your WM bill  
online at  
[www.wm.com](http://www.wm.com).  
To pay by phone,  
call 866-964-2729.

	Invoice Date		Your Invoice Number			
	07/01/2010		2514103-1149-1			
Due Date			Total Due		Amount Paid	
Due Upon Receipt			299.75			

11490100074135025141030000000538400000029975 9

I1149R72  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

000082905005001

WM000243

JA\_0130

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

**Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023.**  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

**WM000244**

**JA\_0131**



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer:  
Account Number:  
Invoice Date:  
Invoice Number:  
Due Date:

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
07/01/2010  
2514103-1149-1  
Due Upon Receipt

**Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W**

Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		17.78
Total Current Charges			53.84

**Total Credits and Adjustments**

	05/26/2010 CREDIT RS REL	18.03-
Total Credits and Adjustments		18.03-

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WM000245

JA\_0132



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

# INVOICE

Page 1 of 3

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 10/01/2010  
Invoice Number: 2579669-1149-3  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	299.75
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	65.43
Total Amount Due	365.18
Total Amount Past Due	299.75

**Service Period: OCT/NOV/DEC 2010**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
65.43	365.18

Please pay total amount due.  
Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER  
SEPTEMBER 15, 2010 WILL  
REFLECT ON YOUR NEXT INVOICE\*\*  
CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

All payments will be posted  
to your oldest outstanding invoice.



WM - Reno Disposal  
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(775)329-8822  
(775)788-7867 fax

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

## Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number  
010-0074135-1149-9

Pay your WM bill  
online at  
[www.wm.com](http://www.wm.com).  
To pay by phone,  
call 866-964-2729.

Invoice Date	Your Invoice Number
10/01/2010	2579669-1149-3

Due Date	Total Due	Amount Paid
Due Upon Receipt	365.18	

11490100074135025796690000000654300000036518 6

I1149R74  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

000082905005001

WM000246

JA\_0133

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

**WM000247**

**JA\_0134**





WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer:  
Account Number:  
Invoice Date:  
Invoice Number:  
Due Date:

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
10/01/2010  
2579669-1149-3  
Due Upon Receipt

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		29.37
Total Current Charges			65.43

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WM000248

JA\_0135



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

## INVOICE

Page 1 of 3

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 01/01/2011  
Invoice Number: 2656090-1149-8  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	365.18
Total Credits and Adjustments	36.06-
Total Payments Received	36.06-
Total Current Charges	62.05
<b>Total Amount Due</b>	<b>355.11</b>
<b>Total Amount Past Due</b>	<b>293.06</b>

**Service Period: JAN/FEB/MAR 2011**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
62.05	355.11

Please pay total amount due.  
Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER  
DECEMBER 21, 2010 WILL  
REFLECT ON YOUR NEXT INVOICE\*\*  
CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

All payments will be posted  
to your oldest outstanding invoice.



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

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(775)788-7867 fax

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

### Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number  
010-0074135-1149-9

Pay your WM bill  
online at  
[www.wm.com](http://www.wm.com).  
To pay by phone,  
call 866-964-2729.

Invoice Date		Your Invoice Number
01/01/2011		2656090-1149-8
Due Date	Total Due	Amount Paid
Due Upon Receipt	355.11	

11490100074135026560900000000620500000035511 6

11149R76  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

*From everyday collection to environmental protection,  
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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

000082905005001

WM000249

JA\_0136

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

WM000250

JA\_0137



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer:  
Account Number:  
Invoice Date:  
Invoice Number:  
Due Date:

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
01/01/2011  
2656090-1149-8  
Due Upon Receipt

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		25.99
Total Current Charges			62.05
Total Credits and Adjustments			
	09/22/2010 CREDIT RS REL	36.06-	
Total Credits and Adjustments		36.06-	

*From everyday collection to environmental protection,  
Think Green.®Think Waste Management*  
FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WM000251

JA\_0138



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

## INVOICE

Page 1 of 3  
Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 04/01/2011  
Invoice Number: 2721199-1149-8  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	355.11
Total Credits and Adjustments	0.00
Total Payments Received	36.06
Total Current Charges	62.56
<b>Total Amount Due</b>	<b>381.61</b>
<b>Total Amount Past Due</b>	<b>319.05</b>

**Service Period: APR/MAY/JUN 2011**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
62.56	381.61

Please pay total amount due.  
Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER  
MARCH 18, 2011 WILL  
REFLECT ON YOUR NEXT INVOICE\*\*  
CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

All payments will be posted  
to your oldest outstanding invoice.



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

### Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number  
010-0074135-1149-9

Pay your WM bill  
online at  
[www.wm.com](http://www.wm.com).  
To pay by phone,  
call 866-964-2729.

Invoice Date	Your Invoice Number
04/01/2011	2721199-1149-8

Due Date	Total Due	Amount Paid
Due Upon Receipt	381.61	

1149010007413502721199000000625600000038161 5

11149R78  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

*From everyday collection to environmental protection,  
Think Green.® Think Waste Management*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

000082905005001

WM000252

JA\_0139

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Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

WM000253

JA\_0140



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

**Customer:**  
**Account Number:**  
**Invoice Date:**  
**Invoice Number:**  
**Due Date:**

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
04/01/2011  
2721199-1149-8  
Due Upon Receipt

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		26.50
Total Current Charges			62.56

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

**WM000254**

JA\_0141



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

# INVOICE

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 07/01/2011  
Invoice Number: 2787349-1149-0  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Page 1 of 3

Account Summary	
Description	Amount
Previous Balance	381.61
Total Credits and Adjustments	0.00
Total Payments Received	36.06
Total Current Charges	63.56
<b>Total Amount Due</b>	<b>409.11</b>
<b>Total Amount Past Due</b>	<b>345.55</b>

## Service Period: JUL/AUG/SEP 2011

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
63.56	409.11

Please pay total amount due.  
Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER  
JUNE 20, 2011 WILL REFLECT ON  
YOUR NEXT INVOICE\*\*  
CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

All payments will be posted  
to your oldest outstanding invoice.



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

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## Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number  
010-0074135-1149-9

Pay your WM bill  
online at  
[www.wm.com](http://www.wm.com).  
To pay by phone,  
call 866-964-2729.

	Invoice Date		Your Invoice Number	
	07/01/2011		2787349-1149-0	
Due Date		Total Due		Amount Paid
Due Upon Receipt		409.11		

11490100074135027873490000000635600000040911 0

I1149R81  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

000082905005001

WM000255

JA\_0142



NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

**WM000256**

**JA\_0143**



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer:  
Account Number:  
Invoice Date:  
Invoice Number:  
Due Date:

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
07/01/2011  
2787349-1149-0  
Due Upon Receipt

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		27.50
Total Current Charges			63.56

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WM000257

JA\_0144



WM - Reno Disposal  
100 Vassar St  
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(775)329-8822  
(775)788-7867 fax

## INVOICE

Page 1 of 3

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 10/01/2011  
Invoice Number: 2853919-1149-9  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	409.11
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	67.56
<b>Total Amount Due</b>	<b>476.67</b>
<b>Total Amount Past Due</b>	<b>409.11</b>

**Service Period: OCT/NOV/DEC 2011**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
67.56	476.67

Please pay total amount due.  
Thank you for your business.

**\*\*PAYMENTS RECEIVED AFTER  
SEPTEMBER 20, 2011 WILL  
REFLECT ON YOUR NEXT INVOICE\*\***  
CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLAR'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

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to make a convenient, secure payment.



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(775)329-8822  
(775)788-7867 fax

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

### Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number
010-0074135-1149-9

Pay your WM bill  
online at  
[www.wm.com](http://www.wm.com).  
To pay by phone,  
call 866-964-2729.

Invoice Date		Your Invoice Number
10/01/2011		2853919-1149-9
Due Date	Total Due	Amount Paid
Due Upon Receipt	476.67	

11490100074135028539190000000675600000047667 6

11149R84  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

000082905005001

WM000258

JA\_0145

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

WM000259

JA\_0146



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer:  
Account Number:  
Invoice Date:  
Invoice Number:  
Due Date:

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
10/01/2011  
2853919-1149-9  
Due Upon Receipt

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
10/01/11	CUBIC YD FLAT	1.00	36.06
10/01/11	LATE PAYMENT FEE		31.50
Total Current Charges			67.56

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WM000260

JA\_0147



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

# INVOICE

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 01/01/2012  
Invoice Number: 2920601-1149-2  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Page 1 of 2

Total Current Charges Total Amount Due

69.00 497.59

## Account Summary

Description	Amount
Previous Balance	476.67
Total Credits and Adjustments	0.00
Total Payments Received	48.08
<b>Total Current Charges</b>	<b>69.00</b>

**Total Amount Due 497.59**

**Total Amount Past Due 428.59**

Service Period: JAN/FEB/MAR/2012

Service Location: 010-741351 Pereos Trust, 347 Taylor St W

Date	Description	Qty	Amount
01/01/12	Cubic yd flat	1.00	36.06
01/01/12	Late payment fee		32.94

**Total Current Charges 69.00**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Please pay total amount due. Thank you for your business.

\*\*PAYMENTS RECEIVED AFTER DECEMBER 20, 2011 WILL REFLECT ON YOUR NEXT INVOICE\*\* CALL CENTER HOURS ARE MONDAY THROUGH FRIDAY 8AM TO 5PM 800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING IT ON TOP OF YOUR OTHER CURBSIDE RECYCLABLES OR AT ANY LOCAL SCOLARI'S. Past due balances subject to late fees. All charges are payable upon receipt.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.



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(775)788-7867 fax

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## Payment Coupon

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Please send all other correspondence to your local WM site.

Your Account Number

010-0074135-1149-9

Invoice Date

01/01/2012

Your Invoice Number

2920601-1149-2

Due Date

Upon Receipt

Total Due

497.59

Amount Paid

Pay your WM bill online at  
[www.wm.com](http://www.wm.com). To pay by  
phone, call 866-964-2729.

11450100074135025206010000000650000000457557

0009703 01 AV 0.340 \*\*AUTO 6 0 4357 89502-651010-C01-I 11149R87  
.....

PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6510

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

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WM000261

JA\_0148

0009703-0000001-0009046

000082905005001

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

0009703-0000001-0009046

**WM000262**

JA\_0149





NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

0008747-0000001-0008822

**WM000264**

JA\_0151

JA 0152

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

0009703-0000001-0009051

**WM000266**

JA\_0153

(775)329-8822  
(775)788-7867 fax

# INVOICE

<b>Customer:</b>	PEREOS TRUST
<b>Account Number:</b>	010-0074135-1149-9
<b>Invoice Date:</b>	10/01/2012
<b>Invoice Number:</b>	3122870-1149-7
<b>Due Date:</b>	Due Upon Receipt
<b>WM ezPay Account ID:</b>	00008-29050-05001

Total Current Charges	Total Amount Due
100.00	100.00

83.81	687.56
-------	--------

## Account Summary

Description	Amount
Previous Balance	639.81
Total Credits and Adjustments	0.00
Total Payments Received	36.06
<b>Total Current Charges</b>	<b>83.81</b>
<b>Total Amount Due</b>	<b>687.56</b>
<b>Total Amount Past Due</b>	<b>603.75</b>

Service Period: OCT/NOV/DEC 2012

**Service Location:** 010-74135; Pereos Trust: 347 Taylor St W

Date	Description	Qty	Amount
10/01/12	Cubic yd flat	1.00	36.06
10/01/12	Late payment fee		47.75
<b>Total Current Charges</b>			<b>83.81</b>

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Please pay total amount due. Thank you for your business.

**\*\*PAYMENTS RECEIVED AFTER SEPTEMBER 20, 2012 WILL  
REFLECT ON YOUR NEXT INVOICE\*\* CALL CENTER HOURS  
ARE MONDAY THROUGH FRIDAY 8AM TO 5PM 800-637-8648**

PHONE BOOKS CAN BE RECYCLED BY PLACING IT ON TOP OF YOUR OTHER CURBSIDE RECYCLABLES OR AT ANY LOCAL SCOLARI'S. Past due balances subject to late fees. All charges are payable upon receipt.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.



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Reno NV 89502-2815

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(775)788-7867 fax

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## Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

<b>Your Account Number</b>
010-0074135-1149-9
<b>Your Invoice Number</b>
3122870-1149-7
<b>Amount Paid</b>

Pay your WM bill online at [www.wm.com](http://www.wm.com). To pay by phone, call 866-964-2729.

11490100074135031228700000000E32100000062756 P

0010440 01 AV 0.350 \*\*AUTO 7 0 7264 89502-660252 -C02-P00000-I 11149R94

**PEREOS TRUST**  
**1610 MEADOW WOOD LN 202**  
**RENO NV 89502-6602**



WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

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WM000267

JA 0154

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

0010440-00000001-0010704

WM000268

JA\_0155



NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

0077903-0000001-0023086

**WM000270**

JA\_0157



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

# INVOICE

Customer:  
Online WM ezPay ID:  
Invoice Date:  
Invoice Number:  
Account Number:  
Due Date:

Page 1 of 2  
PEREOS TRUST  
00008-29050-05001  
04/01/2013  
3317072-1149-5  
010-0074135-1149-9  
Due Upon Receipt

Total Current Charges Total Amount Due

88.12 788.85

## Account Summary

Description	Amount
Previous Balance	736.73
Total Credits and Adjustments	0.00
Total Payments Received	36.00
<b>Total Current Charges</b>	<b>88.12</b>
<b>Total Amount Due</b>	<b>788.85</b>
<b>Total Amount Past Due</b>	<b>700.73</b>

Service Period: APR/MAY/JUNE 2013

Service Location: 010-74135 Peraus Trust: 347 Taylor St W

Date	Description	Qty	Amount
04/01/13	Cubic yd flat	1.00	36.06
04/01/13	Late payment fee		52.06
<b>Total Current Charges</b>			<b>88.12</b>

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Please pay total amount due. Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER MARCH 15, 2013 WILL REFLECT ON YOUR NEXT INVOICE\*\*\*\* CALL CENTER HOURS ARE MONDAY THROUGH FRIDAY 8AM TO 5PM 800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING IT ON TOP OF YOUR OTHER CURBSIDE RECYCLABLES OR AT ANY LOCAL SCOLARI'S. Past due balances subject to late fees. All charges are payable upon receipt.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.



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(775)788-7867 fax

Learn how we Think Green at  
[www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

## Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number

010-0074135-1149-9

Invoice Date

04/01/2013

Your Invoice Number

3317072-1149-5

Due Date

Upon Receipt

Total Due

788.85

Amount Paid

114C1CCCC74135C3317C72CCCCCCCC2212CCCCC72225 C

0017970 01 AV 0.360 \*\*AUTO 7 0 4080 89502-660252 -C01-P00000-1 3 I1164R62

PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6602



WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

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WM000271

JA\_0158

0017970-0000001-0017731

0000829050505001



NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

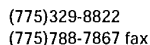
You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

0017970-0000001-0017731

**WM000272**

JA\_0159



**Customer:**  
**Online WM ezPay ID:**  
Invoice Date:  
Invoice Number:  
Account Number:  
Due Date:

Page 1 of 2  
PEREOS TRUST  
**00008-29050-05001**  
07/01/2013  
3452308-1149-8  
010-0074135-1149-9  
Due Upon Receipt

Total Current Charges	Total Amount Due
95.69	848.48

Description	Amount
Previous Balance	788.85
Total Credits and Adjustments	0.00
Total Payments Received	36.06
<b>Total Current Charges</b>	<b>95.69</b>

Total Amount Due	848.48
Total Amount Past Due	752.79

**Service Location:** 010-74135: Pereos Trust: 347 Taylor St W

Date	Description	Qty	Amount
07/01/13	Cubic yd flat	1.00	36.06
07/01/13	Late payment fee		59.63
<b>Total Current Charges</b>			<b>95.69</b>

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

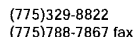
Please pay total amount due. Thank you for your business.

PAYMENTS RECEIVED AFTER JUNE 17TH, 2013 WILL REFLECT  
ON YOUR NEXT INVOICE

PHONE BOOKS CAN BE RECYCLED BY PLACING IT ON TOP OF YOUR OTHER CURBSIDE RECYCLABLES OR AT ANY LOCAL SCOLARI'S. Past due balances subject to late fees. All charges are payable upon receipt.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Please note your service rate has increased for services covered in this invoice. If you have questions about this increase, please contact your Customer Service Center online under Billing Inquiry at [www.wm.com](http://www.wm.com) or by calling the number listed on this invoice.



Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

<b>Your Account Number</b>
<b>010-0074135-1149-9</b>

<b>Invoice Date</b>	<b>Your Invoice Number</b>
07/01/2013	3452308-1149-8

Due Date	Total Due	Amount Paid
Upon Receipt	848.48	

Learn how we Think Green at  
[www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

0141708 01 AV 0.357 \*\*AUTO TO 0 7177 89502-660252 -C02-P00000-I1 I1168R02  
. . . . .

**PEREOS TRUST**  
**1610 MEADOW WOOD LN 202**  
**RENO NV 89502-6602**



WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

*From everyday collection to environmental protection,  
Think Green.<sup>®</sup> Think Waste Management.*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WM000273

JA 0160

0141708-0000001-0023108

700082905005001

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

0141708-0000001-0023108

**WM000274**

JA\_0161



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

# INVOICE

Customer:  
Online WM ezPay ID:  
Invoice Date:  
Invoice Number:  
Account Number:  
Due Date:

Page 1 of 2  
PEREOS TRUST  
**00008-29050-05001**  
10/01/2013  
3528807-1149-9  
010-0074135-1149-9  
Due Upon Receipt

Total Current Charges      Total Amount Due

**87.12**

**899.54**

## Account Summary

Description	Amount
Previous Balance	848.48
Total Credits and Adjustments	0.00
Total Payments Received	36.06
<b>Total Current Charges</b>	<b>87.12</b>
<b>Total Amount Due</b>	<b>899.54</b>
<b>Total Amount Past Due</b>	<b>812.42</b>

**Service Period: OCT, NOV, DEC 2013**

**Service Location: 010-74135: Pereos Trust: 347 Taylor St W**

Date	Description	Qty	Amount
10/01/13	Cubic yd flat	1.00	36.06
10/01/13	Late payment fee		51.06
	<b>Total Current Charges</b>		<b>87.12</b>

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Please pay total amount due. Thank you for your business.

Payments received after Sept. 16, 2013 will reflect on your next invoice.

PHONE BOOKS CAN BE RECYCLED BY PLACING IT ON TOP OF YOUR OTHER CURBSIDE RECYCLABLES OR AT ANY LOCAL SCOLARI'S. Past due balances subject to late fees. All charges are payable upon receipt.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Please note your service rate has increased for services covered in this invoice. If you have questions about this increase, please contact your Customer Service Center online under Billing Inquiry at [www.wm.com](http://www.wm.com) or by calling the number listed on this invoice.



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

Learn how we Think Green at  
[www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

## Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number

010-0074135-1149-9

Invoice Date

10/01/2013

Your Invoice Number

3528807-1149-9

Due Date

Upon Receipt

Total Due

899.54

Amount Paid

11450100074135003528807000000007120000002554 6

0002744 01 AV 0.357 \*\*AUTO 4 0 7265 89502-660252 -C02-P00000-I 23 10050R76



PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6602

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO BOX 541008  
LOS ANGELES CA 90054-1008

From everyday collection to environmental protection,  
Think Green® Think Waste Management.  
FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WM000275

JA\_0162

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

0002744-0000001-0002744  
**WM000276**

JA\_0163



NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

0031730-0000001-002226

**WM000278**

JA\_0165

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Transaction # 4365026 : azon

# EXHIBIT 4

# EXHIBIT 4





RECEIVED

MAR 10 2009

CITY OF RENO  
RISK MANAGEMENT

**WASTE MANAGEMENT  
OF NEVADA, INC.**

Administrative Offices  
100 Vassar Street  
Reno, Nevada 89502  
(775) 329-8822  
(775) 329-4661 (fax)

Reno Disposal Company  
100 Vassar Street  
Reno, Nevada 89502

Sparks Sanitation Company  
100 Vassar Street  
Reno, Nevada 89502

B & L Disposal Company  
100 Vassar Street  
Reno, Nevada 89502

Independent Sanitation Company  
100 Vassar Street  
Reno, Nevada 89502

RSW Recycling  
100 Vassar Street  
Reno, Nevada 89502

Refuse, Inc.  
100 Vassar Street  
Reno, Nevada 89502

Lockwood Regional Landfill  
2401 Canyon Way  
Lockwood, Nevada 89434

Incline Sanitation Company  
1076 Incline Blvd.  
Incline Village, Nevada 89451  
(775) 831-2971

Capital Sanitation Company  
5560 Sheep Dr.  
Carson City, Nevada 89706  
(775) 882-9389

Ferrelly Disposal Company  
Churchill County Refuse Service  
1100 Hwy 93A  
Ferrelly, Nevada 89408  
(775) 575-4964

Feather River Drywall  
1166 Industrial Way  
Quincy, California 95971  
(530) 263-1065

Lassen Waste Systems  
125 South Lassen Street  
Susanville, California 96130-4111  
(530) 257-3553

Alturas Disposal  
333 No. Main Street  
Alturas, California 96101  
(530) 233-2373

March 6, 2009

Mr. Charles McNeely, City Manager  
City of Reno  
P.O. Box 1900  
Reno, Nevada 89505

Dear Charles:

As you may know, we are in the final year of the initial term of our Garbage Franchise Agreement with the City of Reno. That 15-year term expires on October 1, 2009.

Section 2.2 of our agreement requires that we provide you with 6 months notice of our intent to exercise our option to extend the term for an additional 10 years. This letter will serve as that notice.

This doesn't mean we aren't interested in having meaningful discussions with the City about changes or enhancements to the franchise because we are. If there is a desire to have such discussions, I'd appreciate some direction as to how you'd like to proceed.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

Greg Martinelli  
Waste Management

CC: Mayor Robert Cashell  
Councilman Dwight Dortch  
Councilman Pierre Hascheff  
Councilwoman Jessica Sferrazza  
Councilwoman Sharon Zadra  
Councilman Dan Gustin  
Councilman David Aiazzi  
Risk Manager Gary Cornwall

WM000523

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Transaction # 4365026 : azion

# EXHIBIT 5

# EXHIBIT 5

11-07-12  
G-8.5

**EXCLUSIVE FRANCHISE AGREEMENT  
RESIDENTIAL SOLID WASTE AND  
RECYCLABLE MATERIALS**

THIS AGREEMENT is made and entered into in Reno, Nevada, on this 7<sup>th</sup> day of ~~November~~, 2012 ("Effective Date"), between the City of Reno, a political subdivision of the State of Nevada, (hereinafter called "City"), and Reno Disposal Company, Inc., a Nevada corporation (hereinafter called "Contractor"), with reference to the following facts.

WITNESSETH:

WHEREAS, NRS 268.081 authorizes a City to displace or limit competition in the area of collection and disposal of garbage and other waste; and

WHEREAS, NRS 268.083 authorizes a City to grant an exclusive franchise to any person to provide garbage and waste collection and disposal services within the boundaries of a City; and

WHEREAS, Chapter 5.90 of the Reno Municipal Code authorizes the City Council to award an exclusive franchise for collection, hauling and disposal of all Solid Waste and Recyclable Material, as defined herein, within the City; and

WHEREAS, the City of Reno City Council has determined that the public health, safety and welfare of its residents require that certain residential Solid Waste and Recyclable Material Collection Services (as defined herein) be provided under this Agreement, which Agreement establishes the exclusive right and obligation of Contractor to provide Collection Services in Exclusive Service Area (as defined herein) in the City.

WHEREAS, Contractor has represented and warranted to City that it has the experience and qualifications to provide the Collection Services;

WHEREAS, City declares its intention of maintaining reasonable rates for reliable, proven collection and transportation of Solid Waste and Recyclable Material in an environmentally sound manner within the City;

WHEREAS, City and Contractor have agreed to enter into this Exclusive Franchise Agreement to set forth the terms, covenants and conditions relating to the provision of the Collection Services by Contractor.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and for other valuable consideration, the receipt of which is hereby specifically acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1  
DEFINITIONS

For purposes of this Agreement the following words or phrases shall have the following meanings. To the extent of any inconsistency between the definitions of the following terms provided in this Article and the use or definition of those terms that may appear in related City, County, State or Federal laws, ordinances or regulations, the following definitions shall be used in the interpretation of this Agreement.

"Affiliate(s)" means an entity controlled by, controlling or under common control with Contractor.

"Control" and derivations thereof means the ability to control, through ownership of equity interests or contract, the management and affairs of the entity.

"Agreement" means this Agreement between the City and Contractor, including all exhibits and future amendments.

"Applicable Law" means all Federal, State and local laws, ordinances, regulations, rules, orders, judgments, decrees, resolutions, permits, approvals, or other type of requirement imposed by any governmental agency having jurisdiction over the collection and disposition of Solid Waste or Recyclable Materials, including those that are in force and effective as of the Effective Date, as well as such additions and changes thereto as become effective by means of their enactment, amendment, issuance or promulgation at any time after the Effective Date and during the Term of this Agreement.

"Approved Recyclable Materials" means the Recyclable Materials approved for recycling under this Agreement, which are listed on Exhibit A attached hereto and which may be changed from time to time by agreement of Contractor and City.

"Balancing Adjustment" means the amount paid by the City to Contractor to compensate Contractor for the Shortfall as provided in Section 6.3(A) of this Agreement.

"Bin" means an industry standard receptacle for Solid Waste or other materials provided by the Contractor, having a capacity less than seven (7) cubic yards and that generally has a tight-fitting, attached lid, and is designed to be dumped mechanically into a front-loading or rear-loading Collection vehicle.

"Bulky Items" means all discarded waste matter that is too large to be placed in a Cart, including appliances not containing chlorofluorocarbons, furniture, carpets, mattresses, and similar large items that require special handling due generally to their size, excluding Excluded Materials.

"Cart" means an industry standard, wheeled Container of approximate thirty-five(35), sixty-four (64), and ninety-six (96) gallon capacity provided by Contractor to Customers for Collection of Solid Waste or Recyclables.

"City Council" means the governing legislative body of the City of Reno.

"Change in Law" means the following events or conditions:

- i) Enactment, adoption, promulgation, issuance, modification, or written change or initial public announcement or enforcement in administrative or judicial interpretation of any Applicable Law occurring on or after the Effective Date; or
- ii) Order or judgment of any governmental body, issued on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of Contractor; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error, or omission or lack of reasonable diligence.

"Change in Scope" is a material change in the type, extent, or level of Collection Services or the Exclusive Service Area.

"Collection" (and "Collect," "Collected and "Collecting") means the pickup and removal by Contractor from Residential Customers in the Exclusive Service Area of Solid Waste and Approved Recyclable Materials and transportation and delivery of such material to an appropriate Designated Facility for such materials.

"Collection Materials" means all Solid Waste and Approved Recyclable Materials generated, produced or accumulated by Residential Customers, including Sticker Materials, but excluding Excluded Materials and Exempted Drop Box Materials.

"Collection Services" means the Collection of Collection Materials from Residential Customers to be provided by Contractor hereunder and more fully described in the Scope of Services, including the Standard Services and the Menu Services, and excluding Excluded Materials and Exempted Drop Box Services.

"Construction and Demolition Debris" means debris resulting from construction, remodeling, repair, renovation, demolition, excavation, dredging, grubbing and related cleanup of residential, commercial or governmental buildings or other structures and pavement, including without limitation construction materials, rubble, bricks, concrete, other masonry materials, soil, rock, lumber, rebar, paving materials and vegetation, including tree stumps. Materials resulting from landscape maintenance are not Construction and Demolition Debris.

"Consumer Price Index" or "CPI" means the Consumer Price Index, All Urban Consumers, U.S. City Average-Item: Garbage and Trash Collection (1982=100) as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), or any successor index.

"Containers" means Carts, Bins, and Drop Boxes or other containers provided by Contractor and identified on the Scope of Services for use to provide Collection Services.

"Contractor" means the Party identified as Contractor on page 1 of this Agreement.

"City" means the legal entity known as the City of Reno, Nevada, a political subdivision of the State of Nevada.

"City Representative" means the City Manager, or his/her designee, who may be a City official, employee or an agent of City specifically designated to serve as the City Representative and authorized to act on behalf of the City hereunder.

"Curb" or "Curbside" means on or immediately adjacent to the Residential property, within five (5) feet of a street, alley or road, without blocking sidewalks, driveways or on-street parking, and readily accessible by Contractor's equipment and personnel. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement approved by Contractor and readily accessible to the Contractor's equipment and personnel.

"Customer" means the persons or entities receiving Collection Services.

"Designated Facility" means the transfer station, disposal facility, material recovery facility, eco-center recycling facility or any similar facility designated by the City in accordance with that certain long-term Solid Waste Transfer and Disposal Agreement entered into by the City, pursuant to which the City has provided for the environmentally safe and sound handling, processing, transfer, transport, recycling and Disposal of all Solid Waste and Approved Recyclable Materials generated within the City, and where Contractor shall be required to deliver all Collection Materials.

"Disposal," "Disposing," "Dispose," or "Disposed" means the final disposition of Solid Waste Collected by Contractor, but does not include other beneficial uses such as alternative daily cover.

"Disposal Agreement" is the agreement defined in Section 4.4 and all amendments, extensions, renewals and replacements thereof.

"Disposal Facility Access" has the meaning provide in Section 4.1(B)(4) of this Agreement.

"Diverted" means the tonnage or percentage of Collected Collection Materials that are not Disposed.

"Drop Box" means an industry standard receptacle for Solid Waste or other materials provided by the Contractor, generally having a capacity equal to or greater than ten (10) cubic yards.

"Effective Date" means the date on which this Agreement is fully executed by the Parties, as reflected on page 1 of this Agreement.

"Excluded Materials" means: (i) Hazardous Waste; (ii) Medical and Infectious Waste; (iii) volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, including without limitation batteries; (iv) waste that Contractor reasonably believes would, as a result of or upon disposal, be a violation of Federal, State, or local law, regulation or ordinance, including land use restrictions or conditions; (v) waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; (vi) electronic waste determined by Contractor to be Excluded Materials (including without limitation television sets, computers and computer components); (vii) materials collected and processed at rendering facilities; (viii) Special Waste, (ix) incidental amounts of Self-Haul materials which are delivered by an individual directly to a transfer station, recycling facility or Disposal

facility in a manner consistent with City ordinances and codes and other applicable laws; (x) Construction and Demolition Debris; (xi) materials which otherwise would constitute Collection Materials that are removed from premises by landscaping, gardening, cleaning service, appliance sale and service company or construction contractors as an incidental part of a gardening, landscaping, tree trimming, cleaning, maintenance, appliance sale or service or construction or similar service offered by that service provider, using its own personnel and equipment, rather than as a hauling service; (xii) Scrap Metals; (xiii) Paper Shredder Materials; (xiv) Bulky Items and items Contractor determines to be excessively bulky or heavy; and (xv) Source Separated Recyclable Materials donated by the generator to any United States Internal Revenue Code Section 501(c) 3 or other federally recognized non-profit organization, including charities, youth groups and civic organizations, which materials may be transported from the non-profit organization by Self-Haul or by a third party hauler.

“Exclusive Service Area” means the geographic limits of the City of Reno in which the Contractor shall have the exclusive right and obligation to conduct Collection Services. The Exclusive Service Area includes all land in the City of Reno. If after the Effective Date land is annexed or otherwise added to the City of which is not then in the Exclusive Service Area (“Annexed Land”), the Annexed Land shall be added to the Exclusive Services Area.

“Exempted Drop Box” means an industry standard, open top metal roll-off container (also sometimes referred to as a “lugger” or “dino”), equipped for being mechanically rolled onto a vehicle, for collection and transportation of Solid Waste or Recyclable Materials:

- (i) With a capacity of not less than ten (10) cubic yards;
- (ii) Which is delivered to and left at a Customer’s site for deposit therein of Exempted Drop Box Materials, then picked up and transported to a materials processing or disposal facility for emptying; and,
- (iii) Excluding a) Compactors, b) Bins, c) containers or receptacles emptied or serviced by front loader vehicles, d) any vehicle into which the materials are deposited at the time of collection at the collection site and e) any other container, receptacle or vehicle not described in subsections (i) and (ii) in this definition above.

“Exempted Drop Box Materials” means Solid Waste and Approved Recyclable Material collected and transported in an Exempted Drop Box using Exempted Drop Box Services, but excludes;

- (i) Garbage; and,
- (ii) Compacted Solid Waste and compacted Approved Recyclable Materials.

“Exempted Drop Box Services” means the collection and transportation by an Exempted Hauler of Exempted Drop Box Materials, using an Exempted Drop Box, performed as Temporary Service and excluding any collection or transportation that would replace, limit or reduce Permanent Service Collection by Contractor. The provision of Exempted Drop Box Services shall not limit or amend the obligation of Customers to subscribe to Collection Services under Section 3.5 of this Agreement.

Examples of Exempted Drop Box Services include (each of which are hereby excluded from the exclusive franchise of Contractor under this Agreement and which may be collected and hauled by Exempted Haulers using Exempted Drop Box Services), in each case by Exempted Haulers using an Exempted Drop Box, i) the collection and transportation of landscaping and related materials generated by landscaping, gardening, pruning, tree trimming and other landscape maintenance service providers ii) the collection and transportation of Exempted Drop Box Materials generated at special events (but excluding materials which are the subject of Permanent Services at the event location), iii) the collection and transportation of Exempted Drop Box Materials under single occurrence service contracts or arrangements for collection and transportation of Exempted Drop Box Materials iv) collection and transportation of Exempted Drop Box Materials generated in connection with occasional, irregularly scheduled cleanup and disposal by customers.

“Extension Term” means one or more extensions of the Term of this Agreement, as provided under Section 3.1(B).

“Food Waste” means all compostable pre-consumer and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds and egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, paper milk cartons or other paper products accepted by the Contractor’s selected composting facility or other processing facility and that has been Source Separated and placed in a Container for Recycling. Food Waste shall not include dead animals weighing over 15 pounds, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting or other processing facility. The materials accepted by composting site selected by Contractor may change from time to time and the definition of Food Waste shall change accordingly.

“Franchise Fee” means a uniform fee payable to the City and equal to a percentage of the Gross Receipts collected by Contractor, as established and adjusted by the Reno City Council as provided in this Agreement. The Franchise Fee at the Effective Date is equal to eight percent (8%) of the Gross Receipts collected by Contractor under this Agreement.

“Franchise Hauler Terms” means as provided in the Disposal Agreement.

“Garbage” means putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking and sale and serving of food and beverage, excluding Excluded Materials and Source Separated Food Waste that is actually Recycled. The mixing, addition, or commingling of Garbage with rubbish, trash or other waste matter, exclusive of items i) through viii) inclusive under the definition of Excluded Materials, renders the entire resulting mixture as Garbage.

“Green Waste” means Source Separated biodegradable materials including branches (less than three [3] inches in diameter), brush, cut flowers, dead plants, grass clippings, house plants, leaves, pruning’s, shrubs, weeds, wood (uncoated and untreated), wood chips, yard trimmings, Christmas trees (placed in Carts/Bins, with no stands, flocking, and/or decorations, and cut into two [2]-foot sections) that has been placed in a Container or as a Sticker Item for Recycling, excluding Excluded Materials.



"Gross Receipts" means the Rate Revenues actually received, including all money, cash, receipts, property or other thing of value collected by Contractor from Customers for the Collection Services described on the Scope of Services, but excluding any revenues, receipts or proceeds from other sources. Gross Receipts does not include the Balancing Adjustment or proceeds from Special Services or from the sale of Recyclable Materials.

"Hazardous Waste" means hazardous waste as defined in Nevada Revised Statutes 459.430, hazardous substance as defined in Nevada Revised Statute 459.429 and other hazardous or toxic materials as defined under any other local, state or federal law.

"Medical and Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments.

"Menu Rates" means the rates listed and identified as Menu Rates on the Scope of Services, which are payable by Customers to Contractor for the Menu Services.

"Menu Services" means the services listed and identified as Menu Services on the Scope of Services.

"Multi-Family Complex" means a multiple-unit Residence with five (5) or more units, some of which are attached, which are billed collectively for Collection Services.

"Operating Standards" means the additional terms and conditions attached to this Agreement as Exhibit B which are made a part hereof and incorporated herein by reference.

"Operative Date" means the date from and after which Contractor shall be responsible to provide Collection Services to Customers in accordance with the terms of this Agreement, which shall be no later than twelve (12) months after the Effective Date. The Operative Date shall be provided in writing by Contractor to City not less than 30 days prior to the estimated Operative Date.

"Party" or "Parties" means City or Contractor individually, or City and Contractor, respectively.

"Permanent Services" means Collection Services that generally or usually occur on a regularly scheduled, recurring basis.

"Permitted Transferee" means an Affiliate of Contractor.

"Paper Shredder Materials" means paper and similar paper products and the products and residue resulting from shredding thereof collected and shredded by properly licensed service providers providing paper shredding services.

"Qualifications" means the Assignee Qualifications, as defined in Section 11.7 of this Agreement.

"Rate Revenues" means the revenues from the Rates billed to and collected from Customers by Contractor for provision of Collection Services.

"Rates" or "Rate" means the amount each and all Customers shall be charged by Contractor for Collection Services under this Agreement as provided on the Scope of Services, which Rates or Rate may be adjusted from time to time during the Term as provided under this Agreement, including the Standard Rates and the Menu Rates.

"Recyclable Materials" or "Recyclables" means materials that can be processed and returned to the economic mainstream in the form of raw materials or products, including without limitation materials that become capable of being recycled using new methods, processes or technology developed or implemented after the Effective Date, including Source Separated Green Waste and Source Separated Food Waste.

"Recycle", "Recycled", "Recycling" means the process of Collection, sorting, cleansing, treating and reconstituting of Recyclable Materials that would otherwise be disposed of, and returning them to the economy in the form of raw materials for new, reused, repaired, refabricated, remanufactured, or reconstituted products.

"Recycling Container(s)" means Containers shown on the Scope of Services, provided and designated by Contractor for use for Recycling of Recyclable Materials, and identified for Recycling use by labels or signs on the Recycling Container specifying Recycling use, by using Recycling Containers or portions thereof of a different color than Containers used for Collection of Solid Waste, or by other means.

"Recycling Facility" means a fully permitted, Designated Facility at which Recycling occurs of Recyclable Materials.

"Residence" or "Residential" means a living space with a kitchen that is individually rented, leased or owned, including without limitation single family homes, mobile homes, multiple unit facilities with 4 or fewer units and multiple unit facilities containing 5 or more units if the units are each served and billed separately under this Agreement, but excluding Multi-Family Complexes.

"Residential Customers" means a person or entity receiving Residential Collection Services.

"Residue" means materials which remain after processing Recyclable Materials which cannot be Recycled, marketed, or otherwise utilized, including, but not limited to, materials such as contaminated paper, putrescible waste, and other debris.

"Return on Revenue" means as provided in Section 6.4 hereof.

"Scope of Services" means the Scope of Services attached hereto as Exhibit C, which specifies each category or type of Collection Services, including the Standard Services and Menu Services, the Rates applicable to the Collection Services, including the Standard Rate and Menu Rates, certain other charges and fees which may be charged by Contractor, and certain other terms.

"Self-Haul" or "Self-Hauler" means that the owner or occupant of any Residence may himself or herself, but not by or through an agent, contractor or other third party, occasionally collect, transport and deliver to incidental amounts of Collection Materials generated from that Residence only; provided,

however, all Self-Haul owners and occupants shall be required to subscribe to Collection Services as provided under this Agreement, unless exempted under Section 3.5 of this Agreement.

“Senior Citizen Rate” means a reduced Rate for Standard Services provided on the Scope of Services and charged to Residential Customers 70 years of age or older, subject to verification of age by Contractor.

“Shortfall” means as provided in Section 6.3(A) of this Agreement.

“Single-Stream Recycling” means the use of a single Container to collect Source Separated Recyclables on a co-mingled basis.

“Snapshot Program” means a photo documentation program used by Contractor to notify Residential Customers who are producing Collection Materials in excess of their current service level, which subjects the Customer to additional fees and charges for the collection of the excess material.

“Solid Waste” means all putrescible and nonputrescible waste matter in solid or semi-solid form, including but not limited to rubbish, Garbage, ashes, refuse and Residue, but excluding Excluded Materials.

“Source Separated” means the separation of any material or category of materials from other materials by the generator at the point or place of generation.

“Source Separated Recyclables” means Approved Recyclable Materials that are separated by the generator thereof from all materials other than Approved Recyclable Materials and properly prepared and placed together in a Recycling Container for Collection.

“Special Services” means various collection and other services to which Contractor is not granted the exclusive right of Collection under this Agreement and of which Contractor is not required to provide Collection under this Agreement, but which services Contractor at its option may offer to its Customers and to others anywhere in the City at rates and charges determined by Contractor.

“Special Waste” includes any materials that under current or future statute, ordinance or regulation require the application of special treatment, handling, or disposal practices beyond those normally required for Solid Waste. As defined for purposes of this Agreement, “Special Waste” shall be deemed to include, without limitation, all of the following: flammable waste; liquid waste transported in a bulk tanker; sewage sludge; pollution control process waste; residue and debris from cleanup of a spill or release of chemical substances, contaminated soil, waste, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, Recycling, reclamation, or Disposal of any other Special Wastes; dead animals; manure; waste water; explosive substances; radioactive substances; fluorescent tubes; and abandoned or discarded automobiles, trucks, motorcycles or parts thereof, including tires.

“Standard Rate(s)” means the rates listed and identified as Standard Rates on the Scope of Services, which are payable by Customers to Contractor for the Standard Services.

"Standard Service(s)" means the services listed and identified as Standard Services on the Scope of Services, which includes the Collection of i) Solid Waste, ii) Source Separated Recyclables and iii) Sticker Materials, as well as Disposal Facility Access.

"Sticker" means the sticky label affixed to Sticker Materials for placement outside a Container for Collection as provided in Section 4.1(B) (3) of this Agreement.

"Sticker Items" means the individual items of Sticker Materials as provided in Section 4.1(B) (3) of this Agreement.

"Sticker Materials" means Solid Waste upon which is affixed a Sticker and placed Curbside for Collection as provided in Section 4.1(B) (3) of this Agreement.

"Temporary Service" means Exempted Drop Box Service that is: (i) temporary and not recurring; (ii) provided for a period of 60 days or less; and, (iii) excludes Permanent Services.

"Term" means the period provided in Section 3.1(A), as extended by any Extension Terms under Section 3.1(B).

"Working Days" means, unless otherwise specified, Monday through Friday, excluding legal holidays.

## ARTICLE 2 CONTRACTOR'S REPRESENTATIONS, WARRANTIES

### 2.1 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor represents and warrants to City as follows:

#### A. BUSINESS STATUS

Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. Contractor is qualified to transact business in the State of Nevada and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

#### B. CORPORATE AUTHORIZATION

Contractor has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Contractor has taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Contractor, such that this Agreement shall constitute a valid and binding obligation of Contractor enforceable in full accordance with its terms, except only to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to or affecting enforcement of creditors' rights.

C. NO CONFLICT

Contractor warrants and represents that, to Contractor's knowledge, as of the Effective Date neither the execution nor the delivery by Contractor of this Agreement nor the performance by Contractor of its obligations hereunder: (i) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to Contractor; or (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor), or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

D. INFORMATION SUPPLIED BY CONTRACTOR

To Contractor's knowledge the information supplied by Contractor in all written submittals made in connection with procurement of Contractor's services, including Contractor's financial information, is true, accurate, correct, and complete in all material respects on and as of the Effective Date of this Agreement.

E. CONTRACTOR QUALIFICATIONS

Contractor warrants and represents it has the experience, financial capability and operational capability to perform the Contractor's duties and obligations under this Agreement and meets or exceeds the Qualifications.

ARTICLE 3  
COLLECTION SERVICES AGREEMENT

3.1 AGREEMENT TERM; EXTENSIONS; PERIODIC REVIEW

A. Term

This Agreement shall be effective during the Term, which shall commence on the Effective Date and shall expire on the date 17 years thereafter on November 7, 2029 ("Expiration Date"), unless extended as provided in Section 3.1 (B) below.

B Extension Terms; Termination

The initial Term of this Agreement and each Extension Term of this Agreement shall be automatically extended for an additional five (5) year Extension Term unless City or Contractor provides written notice of termination not less than five (5) years prior to the expiration of the initial Term and each Extension Term. Contractor shall be entitled to terminate this Agreement effective anytime during the last 3 years of the initial Term upon not less than twenty four (24) months prior written notice to City.

C Periodic Review by City and Contractor of Collection Services

1. During the 24 month period ("Review Period") commencing on the date five (5) years after the Effective Date ("First Review Period Commencement Date") and on the date of each successive five (5) year anniversary after the First Review Period Commencement Date during the initial Term and all Extension Terms, each of the City or Contractor may initiate, conduct and complete the review of the operation of the Collection Services under this Agreement, in order to i) assess the effectiveness of the Collection Services and ii) identify areas for possible improvement ("Review"). Either City or Contractor may provide written notice to the other ("Review Notice") stating, in reasonable detail, the nature, scope and specific areas for review, but the provision of the Review Notice shall not be a condition precedent to the Review and Review Notice contents shall not limit the nature, scope or specific areas of the Review.

2. City and Contractor shall during the Review Period cooperate in good faith to conduct the review of the Collection Services. If as a result of the Review either or both the City or Contractor determine improvements to the Collection Services would be beneficial, i) City and Contractor shall cooperatively prepare a written report reflecting the results of the Review, the aspects of the Collection Services suggested for improvement and any amendments to this Agreement necessary to make such improvements ("Report") and ii) Contractor and the City will conduct, in good faith, discussions and negotiations concerning any improvements to the Collection Services, including any related amendments to this Agreement; provided, however, neither City nor Contractor shall be obligated to agree to any changes to the Collection Services or amendments to this Agreement. The Report shall provide, in reasonable detail, the findings of the Review, together with any recommendations for improvements or changes to the Collection Services and related amendments to this Agreement. If the City and Contractor do not agree on all of the contents of the Report or the recommendations, the Report shall include the positions of both City and Contractor. The Review, preparation of the Report and all discussions and negotiations shall be completed on or before the expiration of the Review Period. If Contractor and City agree to changes to the Collection Services or agree to amend this Agreement, the amendment will be executed on or prior to the expiration of the Review Period and the changes to the Collection Services will be implemented as soon as reasonably possible thereafter.

### 3.2 COLLECTION SERVICES AGREEMENT

#### A. Services Provided; Standard Services; Menu Services

City hereby grants Contractor, and Contractor shall have throughout the Term of this Agreement, except as provided in Section 3.2 C, the exclusive right, privilege, franchise and obligation within the Exclusive Service Area to provide Collection Services to Residential Customers. The Collection Services include, and Contractor shall provide to Residential Customers under this Agreement, i) the Standard Services, which Standard Services must be provided by Contractor and subscribed to by Residential Customers under this Agreement, unless such subscription to and use is expressly exempted under Section 3.5 of this Agreement; and ii) the Menu Services, which Menu Services must be offered by Contractor to Residential Customers under this Agreement, but which may be used at the option of Residential Customers. No person or entity other than Contractor shall collect, transport, or deliver to any Disposal, processing, recycling or similar facility any Collection Materials or other materials which

Contractor has the exclusive right to collect hereunder except as expressly provided under this Agreement. The preceding sentence is intended to be broadly interpreted to preclude, without limitation and except as provided in Section 3.2 C hereof, any activity relating to the collection or transportation of Collection Materials that is solicited, arranged, brokered, or provided by any person or combination of persons in exchange for the payment, directly or indirectly, of a fee, charge, rebate, discount, commission, or other consideration, in any form or amount. Notwithstanding any other provision of this Agreement, the exclusive right of Contractor hereunder shall not apply to Excluded Materials or Exempted Drop Box Materials. Contractor and other service providers may collect and transport Excluded Materials and Exempted Drop Box Materials in the Exclusive Service Area and elsewhere in the City and may charge fees and charges for services as the service provider may elect.

**B. Compensation to Contractor; Rates; Balancing Adjustment**

Contractor shall be entitled to charge and collect the Rates from Customers for Collection Services, which Rates may be adjusted as provided in this Agreement. City shall pay to Contractor the Balancing Adjustment as described in Section 6.3 of this Agreement. The collection of Rate Revenues by Contractor from Customers for Collection Services and the collection of the Balancing Adjustment from the City shall be Contractor's sole compensation for provision of Collection Services. However, Contractor shall be entitled provide and collect fees and charges for Special Services and other services and to charge fees and charges for Customer noncompliance as provided in Section 3.9 and elsewhere in this Agreement.

**C. Exempted Drop Box Services**

1. Subject to the terms and conditions in this Section 3.2 C, the franchised exclusive right and obligation of Contractor hereunder to provide Collection Services shall not include or apply to Exempted Drop Box Materials collected and transported by Exempted Haulers using Exempted Drop Box Services.
2. Each Exempted Hauler shall be a third party beneficiary with the right to enforce, subject to the terms and conditions in this Section 3.2 C, the rights of such Exempted Hauler under this Section 3.2 C. This Section 3.2 C shall not be amended in a manner that would terminate, limit or restrict any Exempted Hauler from providing Exempted Drop Box Services under this Section without the prior written consent of such Exempted Hauler, which may not be unreasonably withheld, conditioned or delayed; provided, however, nothing in this Section 3.2 C shall restrict the ability or right of the City to adopt ordinances or otherwise exercise its regulatory authority relating to the collection, transportation, processing, recycling and disposal of Solid Waste or Recyclable Materials, including without limitation Exempted Drop Box Services and Exempted Hauler Account Services.
4. The rights of an Exempted Hauler under this Section 3.2 C may be sold, assigned or transferred to a third party in whole, but not in part, provided such third party obtains all licenses necessary to perform such hauling services and an Exempted Hauler owner shall be entitled to sell, transfer and/or convey an ownership interest, in whole or in part, in the Exempted Hauler. If the Exempted Hauler shall dissolve or otherwise cease business for a period greater than one (1) year, the rights of the Exempted Hauler under this Section 3.2 C shall terminate.

5. The provision of Exempted Drop Box Services by the Exempted Haulers is a privilege, not a right. Upon the violation by an Exempted Hauler of the exclusive rights of Contractor under this Agreement, upon 30 days written notice of default by City and the failure of the Exempted Hauler to cure such violation, City shall be entitled to exercise all rights and remedies available to the City, including without limitation the termination of the exemption of such Exempted Hauler under this Section to provide Exempted Drop Box Services.

6. Except as expressly provided herein or in the Disposal Agreement, neither this Agreement nor the Disposal Agreement shall limit or preclude Exempted Drop Box Materials collected and transported using Exempted Drop Box Services from being delivered by any Exempted Hauler, including Contractor, to any facility for acceptance, processing, recycling, transfer or disposal, including without limitation facilities other than the Designated Facilities.

### 3.3 FRANCHISE FEES PAYABLE TO CITY

#### A. Franchise Fees

Contractor shall pay to the City in monthly installments during the Term a Franchise Fee based on a percentage of the Gross Receipts collected by Contractor, as established and adjusted by the Reno City Council as provided in this Agreement. The Franchise Fee at the Effective Date is equal to eight percent (8%) of the Gross Receipts collected by Contractor under this Agreement. The City Council reserves the right to increase or decrease the Franchise Fee upon ninety (90) days prior written notice to Contractor. In the event City Council increases or decreases the Franchise Fee, the Standard Rates shall concurrently be increased or decreased, respectively, in the amount of such increase or decrease in the Franchise Fee, in which event the increase or decrease in Rates shall be cooperatively determined and agreed to in good faith by the City and Contractor during the 90 day notice period.

#### B. Payment of Franchise Fees by Contractor to City

The Franchise Fee for each calendar month ("Subject Month") during the Term and any extensions of the Term shall be paid by Contractor on or before the 25<sup>th</sup> day of the following calendar month and shall be calculated by Contractor on the basis of the Gross Receipts actually received and collected by Contractor during the Subject Month. Contractor shall provide to City along with the monthly payment a statement of the Gross Receipts and Franchise Fee for such payment, attested to by a representative of contractor as being true and correct. Any Franchise Fee not paid by the date due shall bear interest at Seven Percent (7%) per annum until paid. Contractor's Gross Receipts, the Franchise Fees and the calculation thereof and all related financial matters shall be subject to audit and inspection by the City under Sections 7.5 and 8.3 below and contractor shall cooperate fully in all such audits and inspections.

#### C. No Additional Fees or Charges

The Franchise Fee shall be the only fee or compensation paid by Contractor to City in connection with the Collection Services and this Agreement and no other license, permit, privilege or other fee, tax or



charge shall be imposed by City upon Contractor; provided; however, that nothing in this section shall modify the obligation of Contractor to pay building permit fees and other similar fees.

### 3.4 PROVISION OF COLLECTION SERVICES

#### A. General

The services to be provided by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items necessary to perform all Collection Services, and the payment of all related expenses including all transfer and Disposal fees, processing fees for Recyclable Materials, taxes, utility charges, etc. Contractor shall provide Collection Services using standard industry practice for comparable operations, in accordance with the Scope of Services and Operating Standards.

#### B. Hours of Collection; Collection Frequency

Collection Services under this Agreement may be performed seven days a week on any day of the calendar year between the hours of 6 AM to 6 PM. Contractor may elect to extend the hours of Collection Services operation a limited time if necessary to catch up as a result of service disruptions. Standard Services for Solid Waste shall be provided to each Residence once per week. Standard Services for Source Separated Recyclables shall be provided to each Residence once every two weeks and shall generally occur on the same day of the week as Solid Waste collection. Menu Services may be provided by Contractor to Customers on the schedule available on the Scope of Services as requested by each Customer.

### 3.5 OBLIGATION TO PROVIDE COLLECTION SERVICES; MANDATORY SERVICE; EXEMPTION

Contractor shall make available Collection Services as provided under this Agreement to all Residential Customers within the Exclusive Service Area during the Term and any extension of the Term and shall be compensated by the Rates and the Balancing Adjustment. Each and every owner of a Residence which generates, produces, or accumulates or causes the generation or accumulation of Solid Waste within the Exclusive Service Area shall subscribe to the Standard Services as required in this Agreement and/or in the Reno Municipal Code and as necessary to properly Collect and Dispose of all Solid Waste generated or accumulated on such premises. It is presumed that every Residence in the Exclusive Service Area generates, produces or accumulates Solid Waste and is required to subscribe to Standard Services under this Agreement. Any owner of a Residence seeking to be exempt from Standard Services hereunder must obtain an exemption from the City. To obtain the exemption, the owner must apply to the Washoe County Health District ("WCHD") and obtain written approval of the WCHD confirming a finding that i) no Solid Waste is being generated, produced or accumulated on or from the Residence and ii) the owner or occupant is not hauling, burying or otherwise disposing of Solid Waste in violation of this Agreement, the Reno Municipal Code or other Applicable Law, including without limitation hauling and disposing of Solid Waste at a commercial establishment or business. Residential Customers are encouraged, but are not obligated, to Recycle or to subscribe to Menu Services; provided, however, no Residential Customer in Exclusive Service Area may allow or retain any person or entity other than Contractor to collect,

pickup, transport or deliver Approved Recyclable Materials or other Collection Materials that would be a violation of Contractor's exclusive right under this Agreement. With the approval of the owner of a Residence, a tenant or occupant thereof may subscribe for Collection Services, but the owner of the Residence shall remain responsible for compliance with all requirements of this Agreement and the Reno Municipal Code.

### 3.6 OWNERSHIP OF COLLECTION MATERIALS

Ownership of all Collection Materials, upon placement in any Container, shall transfer to Contractor and shall become the property of Contractor. Title to and ownership of all Collection Materials shall transfer from Contractor to the Designated Facility upon delivery of the Collection Materials by Contractor to the Designated Facility and acceptance by the Designated Facility of such Collection Materials.

### 3.7 EMERGENCY SERVICES

In the event that Contractor, for any reason whatsoever, fails, refuses, or is unable to perform the Standard Services for Solid Waste for a period of more than five (5) consecutive business days, and if as a result thereof, Solid Waste accumulates in the Exclusive Service Area to such an extent, in such a manner, or for such a time that City reasonably finds that such accumulation endangers or menaces the public health, safety, or welfare, then City shall have the right, but not the obligation, upon twenty four (24) hours prior written notice to Contractor, during the period of such emergency to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to Contractor. Contractor shall collect and shall pay to the City all Rate Revenues applicable to the emergency services provided by City under this Section.

### 3.8 INFORMATION MANAGEMENT SYSTEMS

Contractor shall maintain such information management systems as are needed to collect, store, and organize operational and financial data, and to produce the reports and plans as specified in this Agreement. All data shall be backed up so as to ensure no loss of data due to computer failure.

### 3.9 CUSTOMER NONCOMPLIANCE

Contractor may refuse to provide some or all Collection Services to Customers and may charge fees and charges as provided herein or the Scope of Services in the event a Customer prevents or impedes Collections or otherwise fails to follow the requirements and procedures under this Agreement or Applicable Law, rules and policies, including without limitation, i) damage caused by Customers to Containers, ii) failure to provide appropriate, unobstructed Curbside access to Containers or otherwise position Collection Materials or Containers properly or timely, iii) overloading of Containers or failure of Customer to place Collection Materials solely and completely within the appropriate Container, iv) improper preparation, separation or contamination by Customer of Recyclable Materials, v) mixing by Customer of Excluded Materials with Collection Materials or placing Excluded Materials in a Container for Collection Services; vi) excessive weight or improper Collection Materials placed by Customer in

Containers, vii) invalid claims by a Customer of damage caused by Contractor to Customer's property, viii) the need of Contractor to open gates or access long driveway or roadways to provide Collection Services, or ix) or other failure of a Customer to comply with the requirements under this Agreement or applicable law, rules and policies. Upon occurrence of such event(s), Contractor may refuse to collect such materials or Container and impose charges or fees, including without limitation charges and fees for special or additional services and otherwise to the extent necessary to pay the direct and indirect costs of such noncompliance and Contractor may take other reasonable actions, including without limitation applying the Snapshot Program and charging a "Snapshot Fee," as described on the Scope of Services. Upon notice by Contractor to Customer and the City and failure of Customer to remedy such failure, Contractor may discontinue service to the Customer, in which event Contractor may charge an account deactivation fee (for services including, without limitation, pick up of any containers), and Contractor may impose charges and fees for reactivation of any deactivated accounts. Nothing in this Section or in any other Section of this Agreement is intended to limit or restrict the rights and remedies of Contractor or the City under Applicable Law.

### 3.10 ADOPTION BY CITY OF ORDINANCES AND AMENDMENTS

On or before the Effective Date hereof and thereafter during the Term of this Agreement, City shall adopt and thereafter maintain new or amended ordinances reasonably necessary or appropriate to implement and make enforceable and binding the terms and conditions of this Agreement; provided, however, subject to Contractor's rights under this Agreement, City shall have the right and discretion to adopt and amend ordinances or otherwise exercise its regulatory authority relating to the subject matter of this Agreement.

### 3.11 TRANSITION AND IMPLEMENTATION OF COLLECTION SERVICES

Contractor currently provides certain Solid Waste and Recyclable Materials collection services to residential customers in the City and will continue to do so after the Effective Date and until implementation of the Collection Services under this Agreement. Contractor will commence the implementation of Collection Service as required by this Agreement within One Hundred Twenty days (120) days after the Effective Date and will exercise reasonable diligence to complete the implementation of Collection Services on or before the Operative Date, including without limitation i) the provision by Contractor to Customers of 96 gallon Recycling Carts (unless the Customer requests another available Recycling Cart size) for Standard Services Collection of Source Separated Approved Recyclable Materials as provided in Section 4.1(B) (2) of this Agreement, ii) the provision of educational materials to Customers as provided in Section 5.1 of this Agreement and iii) the commencement of collection of the new Rates to Customers as provided in Section 6.2 of this Agreement. The 96 gallon Carts used by Contractor's current customers for Solid Waste shall remain with each existing customer for Standard Service Collection of Solid Waste unless the Customer requests another available Cart size offered by Contractor. Current customers of Contractor using 32 gallon customer-provided cans for Solid Waste will be provided 35 gallon Carts for Standard Service Collection of Solid Waste by Contractor and such Customers will be required to use the Contractor-provided 35 gallon Carts.

ARTICLE 4  
SCOPE OF SERVICES

4.1 COLLECTION SERVICES; STANDARD SERVICES; MENU SERVICES

A. Collection Services Generally

Collection Services shall include, and Contractor shall provide to Residential Customers in the Exclusive Service Area under this Agreement i) the Standard Services and ii) the Menu Services. Contractor will provide to Residential Customers the Containers for Standard Services and Menu Services described in this Agreement and determined appropriate by Contractor for such service.

B. Standard Services

Standard Services shall include Curbside Collection of i) Solid Waste, ii) Source Separated Recyclables and iii) Sticker Materials, as well as Disposal Facility Access. Unless expressly exempted under Section 3.5 of this Agreement, each Residential Customer must subscribe to and pay the Standard Rates for Standard Services, whether or not such Residential Customer uses all of the Standard Services offered.

1) Standard Services Collection of Solid Waste

As part of Standard Services, Contractor shall offer Curbside Collection of Solid Waste to Residential Customers in the Exclusive Service Area. Each Residential Customer will be provided by Contractor one (1) Cart for Solid Waste in the available capacities shown on the Scope of Services, as requested by Customer and determined appropriate by Contractor for such service. Standard Service for Collection of Solid Waste shall be weekly. Customers are responsible for separating Solid Waste from Excluded Materials, placing such separated Solid Waste in the Cart provided by Contractor for Solid Waste and placing such Cart Curbside. Contractor may refuse to collect Solid Waste not separated and placed for Collection by Customer as required herein and may charge fees or other charges for improperly separated, mixed or placed materials.

2) Standard Services Single Stream Recycling

As part of Standard Services, Contractor shall offer Single Stream Recycling, which consists of Curbside Collection of Source Separated Recyclables, to Residential Customers in the Exclusive Service Area. Each Residential Customer will be provided by Contractor one (1) Recycling Cart for Source Separated Recyclables in the available capacities shown on the Scope of Services, as requested by Customer and determined appropriate by Contractor for such service. Standard Service for Collection of Source Separated Recyclable Materials shall be once every two weeks. Residential Customers are required to subscribe to and pay for Single Stream Recycling Collection Services as part of Standard Services and are encouraged to utilize such services for recycling, but are not required to Recycle or to accept a Recycling Cart. Each Customer who recycles shall be responsible for separating its Approved Recyclable Material from all other materials, including without limitation Excluded Material and Solid Waste other than Approved Recyclable Material, placing only the Source Separated Recyclables in Recycling Containers

provided by Contractor and placing the Recycling Container Curbside. Recycling Containers shall be used only for Source Separated Recyclables and no other materials of any kind may be placed in Recycling Containers. City and Contractor may agree to change the Recyclable Materials constituting the Approved Recyclable Materials, in which event the Approved Recyclable materials shall change for this Agreement. Contractor may refuse to collect Recyclable Materials not separated and placed for Collection by Customer as required herein and may charge fees or other charges for improperly separated, mixed or placed materials, including without limitation charging the Rate applicable to Solid Waste for Collection of any Recyclable Materials placed for Collection which is mixed with more than a de minimis amount of material other than Approved Recyclable Materials.

3) Standard Services Collection of Sticker Materials

As part of Standard Services, Contractor shall offer Curbside Collection of Sticker Materials to Residential Customers whose accounts are active and in good standing. Contractor will provide to such Residential Customers Twenty (20) Stickers per calendar year. Each Sticker, when attached to a single Sticker Item placed Curbside, entitles the Customer to Collection by Contractor of one (1) Sticker Item. Sticker Items need not be placed in Contractor's Containers and shall include only sturdy bags, boxes, 32 gallon waste cans (or comparable cans or containers) or bundles containing Collection Materials, each not exceeding 50 pounds in weight and capable of being loaded by hand into a Collection vehicle. All loose materials must be bundled. Bundles must be securely bound and not more than 4 feet in length, width and height. Each Customer shall be responsible for preparing the Sticker Items as required in this Agreement, affixing the Sticker to a Sticker Item, separating the Sticker Items from Excluded Materials and placing the Sticker Items Curbside. Contractor may refuse to collect Sticker Items not prepared, Stickered, separated and placed Curbside for Collection by Customer as required herein and may charge fees or other charges for improperly separated, mixed or placed materials. Contractor shall deliver to each Residential Customer, together with the first annual billing, a package of Twenty (20) Stickers for the ensuing calendar year. New Residential Customers shall be delivered Twenty (20) Stickers if subscribing before June 1 of each year and Ten (10) Stickers if subscribing on or after June 1 of each calendar year.

4) Standard Service Disposal Facility Access

As part of Standard Services, Contractor shall offer to Residential Customers whose account with Contractor is active and in good standing the right to haul to and deposit at a Designated Facility selected by Contractor, up to four times per calendar year, not more than three (3) cubic yards of Solid Waste, (generally equal to a standard pick-up load), including Bulky Items, but excluding Excluded Materials, materials containing chlorofluorocarbons and Source Separated Recyclables ("Disposal Facility Access"). Upon entry to a Disposal Facility for Disposal Facility Access, Contractor or the facility operator may require proof of Customer identity and account status, including without limitation proof that Customer resides at a Residence receiving Collections Services, and may adopt other rules and policies for Disposal Facility Access. The disposal facility may refuse to accept Solid Waste not separated from other materials as required herein and may charge fees or other charges for improperly separated or mixed materials. Customers shall comply with the safety and other operational rules and policies of the Designated Facility. City and Customers hereby release Contractor from all damages or claims

resulting from the Disposal Facility Access, except to the extent caused by the negligence or willful misconduct of Contractor.

**C. Menu Services**

In addition to and not included within the Standard Services, Contractor shall offer to Residential Customers the Menu Services described on the Scope of Services and shall offer to Residential Customers the Containers for such services shown on the Scope of Services and determined appropriate by Contractor for such service. Menu Services shall be provided at the frequency requested by Residential Customers. Residential Customers are not required to subscribe to the Menu Services. Residential Customers are responsible for preparing, separating and placing all Collection Materials and Containers as required in this agreement or Contractor's rules and policies for Menu Services. Contractor may refuse to collect Collection Materials not prepared, separated and placed for Collection by Customers as required herein and may charge fees or other charges for improperly separated, mixed or placed materials.

**4.3 FOOD WASTE RECYCLING**

The Contractor may at Contractor's election offer Collection Services of Source Separated Food Waste to Residential Customers in the Exclusive Service Area on a subscription basis. If Contractor develops a Source Separated Food Waste Recycling or collection service program, Contractor will have the exclusive right to provide such services in the Exclusive Service Area and Contractor will provide separate Containers suitable for Food Waste as determined appropriate by Contractor for such service. Rates for the collection of Source Separated Food Waste shall be developed by Contractor in consultation with the City, and shall be added to the Menu Services if and when adopted. Customers are not required to subscribe to Food Waste Recycling Collection Services. Collection Services of Food Waste shall include only Food Waste and each Customer shall be responsible for properly separating the Food Waste from all other materials, including without limitation other Source Separated Recyclables, Garbage and Excluded Material, and placing the Food Waste only in Recycling Containers designated by Contractor for Food Waste. Recycling Containers designated by Contractor for Food Waste shall be used only for Food Waste and no other materials of any kind may be placed in Recycling Containers designated for Food Waste. Contractor may refuse to collect Food Waste not separated and placed for Collection as required herein and may charge fees or other charges for improperly separated, mixed or placed materials, including without limitation charging the Rate applicable to Solid Waste for Collection of any Food Waste placed for Collection which is mixed with more than a de minimis amount of material other than Food Waste.

**4.4 DELIVERY OF COLLECTION MATERIALS TO DESIGNATED FACILITIES; DISPOSAL AGREEMENT**

Contractor acknowledges that the City has entered into a long term Solid Waste Transfer and Disposal Agreement with Refuse, Inc., a Nevada corporation ("Designated Facility Owner") to provide the City with an environmentally sound and cost effective solution for the transfer, processing, handling, recycling, and Disposal of certain Solid Waste and Recyclable Materials (the "Disposal Agreement").

Contractor shall deliver all Collection Materials that Contractor collects within the Exclusive Service Area to a Designated Facility which has been designated by the City pursuant to and in accordance with the requirements of the Disposal Agreement. Capitalized terms used but not defined in this Section 4.4 have the meaning provided in the Disposal Agreement. Contractor hereby agrees to the "Franchise Hauler Terms" (as defined in the Disposal Agreement), including without limitation the following terms and conditions in this Section 4.4, which terms and conditions are also included in the Disposal Agreement:

**A. Delivery of Approved Disposal Materials**

Beginning on the Effective Date, and throughout the term of this Agreement, Contractor will deliver all Approved Disposal Materials collected, handled or transported under this Agreement to the Designated Facilities in accordance with the terms and conditions hereof and the Disposal Agreement. Contractor shall deliver i) all Solid Waste to the designated Transfer Station, unless the Designated Facility Owner directs the Solid Waste be delivered to another Designated Facility and ii) all Approved Recyclable Material to the MRF, unless the Designated Facility Owner directs the Approved Recyclable Material be delivered to another Designated Facility. No Approved Disposal Materials shall be delivered to the Disposal Site by Contractor without the prior express approval of the Designated Facility Owner. No person or entity other than the Designated Facility Owner shall be allowed or entitled to accept the Approved Disposal Materials for processing, recycling or disposal except as expressly provided under the Disposal Agreement. Notwithstanding anything in this Section 4.4 (A) to the contrary, i) Contractor shall be entitled to deliver (a) Excluded Materials; (b) Exempted Drop Box Materials; (c) Food Waste and (d) Green Waste to Disposal facilities other than the Designated Facilities and ii) Disposal facilities other than the Designated Facilities shall be entitled to accept from the Contractor (a) Excluded Materials; (b) Exempted Drop Box Materials; (c) Food Waste; and (d) Green Waste for processing or recycling. Except as provided in this Section 4.4 A, Contractor may not, directly or indirectly through other persons or otherwise, perform or conduct any processing, sorting, separating, and/or disposal or other activities regarding the Collection Materials, and it is expressly understood that Contractor's services are limited to Collecting the Collection Materials and delivering them to the Designated Facilities.

**B. No Excluded Materials; Screening of Materials**

Contractor will deliver only Approved Disposal Materials of the type appropriate for the Designated Facility to which the materials are delivered and otherwise in accordance with the terms of the Disposal Agreement. No Excluded Materials will be delivered to any Designated Facility by Contractor except with the prior written and informed approval of the Designated Facility Owner. The Contractor will exercise industry standard, reasonable efforts to screen all materials to i) screen and verify only Approved Recyclable Materials are delivered for Recycling and ii) screen and remove all Hazardous Waste and other Excluded Materials from the materials delivered to the Designated Facilities. Except as provided in Section 4.4 F hereof, ownership of Hazardous Waste and other Excluded Materials shall not transfer to the Designated Facility Owner unless the Designated Facility Owner shall expressly and knowingly accept such ownership in writing and the Designated Facility Owner shall not be responsible for any Hazardous Wastes or other Excluded Materials delivered to a Designated Facility in violation of this Agreement.

C. Payment of Rates and Charges by Contractor

The Contractors will pay the Rates (as defined in the Disposal Agreement), as adjusted, and other charges, to the Designated Facility Owner in accordance with the Disposal Agreement.

D. Limited License

Contractor shall have a limited license to enter the Designated Facilities for the sole purpose of unloading Approved Disposal Materials at an area designated, and in the manner directed, by the Designated Facility Owner.

E. Compliance by Contractor

Contractor and its employees, subcontractors, or other agents shall comply with: i) Applicable Law related directly or indirectly to the delivery to and Disposal of materials at the Designated Facilities, including without limitation the ordinances of the City, ii) all rules and regulations of the Designated Facilities, including without limitation rules relating to safety, acceptance, rejection or revocation of acceptance of materials, and hours of operation, and iii) all other Franchise Hauler Terms in the Disposal Agreement.

F. Inspection and Rejection of Materials by Designated Facility Owner

The Designated Facility Owner shall have the right to inspect, analyze or test any material delivered by Contractor to any Designated Facility. The Designated Facility Owner shall have the right to reject, refuse or revoke acceptance of any material if, in the reasonable opinion of the Designated Facility Owner, the material or tender of delivery fails to conform to, or Contractor fail to comply with, the terms of the Disposal Agreement, including without limitation as a result of delivery of Excluded Material. In the event the Designated Facility Owner, by notice to Contractor, rejects or within 10 business days of receipt revokes acceptance of materials hereunder, the Contractor shall, at its sole cost, immediately remove or arrange to have the rejected waste removed from the Disposal Facilities property or control. If the rejected material is not removed within three (3) days from receipt of notice, the Designated Facility Owner shall have the right and authority to handle and dispose of the rejected material or Excluded Material in any commercially reasonable manner determined by the Designated Facility Owner. The Contractor shall pay and/or reimburse the Designated Facility Owner for any and all costs, damages and/or fines incurred as a result of or relating to the tender or delivery of the rejected material or Excluded Material or other failure to comply or conform to this Agreement, including, without limitation, costs of inspection, testing, analysis, handling and disposal of the rejected material or Excluded Material. Title to, ownership of and liability for Excluded Material shall transfer to Contractor unless such Excluded Material is rejected or the acceptance of which is timely revoked. Without limiting the foregoing, Approved Recyclable Materials mixed with i) more than a de minimis amount of Garbage, ii) 10% or more of materials other than Approved Recyclable Materials, or iii) any amount of Excluded Materials, shall be considered contaminated ("Contaminated"). Contractor may impose a fee or charge for delivery of Contaminated Recyclable Materials, may charge for and dispose of such Contaminated materials as Solid Waste, and may refuse to accept such Contaminated materials.



G. Franchise Hauler Noncompliance

The Designated Facility Owner may suspend on prior written notice some or all Disposal Services to Contractor in the event Contractor fails to comply with the requirements applicable to Contractor in this Agreement or the Disposal Agreement or otherwise fails to follow the requirements and procedures under this Agreement, the Disposal Agreement or Applicable Law, rules and policies, including without limitation, i) improper preparation, separation or contamination of Solid Waste or Approved Recyclable Materials, ii) delivery of Excluded Materials to a Designated Facility; or iii) other failure of a Contractor to comply with the requirements under this Agreement or Applicable Law, rules and policies of which the Designated Facility Owner has provided reasonable prior notice. Upon occurrence of such event(s), the Designated Facility Owner may charge fees and charges as provided in the Disposal Agreement or otherwise approved by City, including without limitation charges and fees for special or additional services and otherwise to the extent necessary to pay the direct and indirect costs of and damages from such noncompliance. Upon notice of such a failure by the Designated Facility Owner to the Contractor and the City and failure of the Contractor to remedy such failure within thirty (30) days, the Designated Facility Owner may suspend Disposal Service to Contractor. The Contractor shall be reinstated on the first business day following the date upon which any such failure has been corrected. Nothing in this Section or in any other Section of this Agreement is intended to limit or restrict the rights or remedies of the Designated Facility Owner under this Agreement, the Disposal Agreement or applicable law.

H. Time of Delivery

The Contractor generally shall be entitled to deliver and unload Solid Waste at the Transfer Station Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. and Saturday and Sunday between the hours of 8:00 a.m. and 4:30 p.m. The Contractor shall be entitled to deliver and unload Approved Recyclable Materials (including incidental Residuals) at the MRF and Eco-Center Monday through Friday between the hours of 7:00 am and 4:00 p.m. and Saturday between the hours of 8:00 am to 12:00 noon. Operational and delivery hours may be adjusted by the operator of the Designated Facility and approved by City. Any direct haul trips to the Disposal Site shall comply with the Disposal Site's standard hours of operation.

I. Alternative Facilities

During the Term of this Agreement, the Designated Facility Owner may designate alternative facilities for the receipt, processing, transfer, or disposal of Collection Materials, Green Waste and Food Waste, provided such alternative facilities do not result in an increase in Rates or material increase in costs to Contractor and Contractor will deliver such materials to the alternative facilities as directed by the Designated Facility Owner. If the Designated Facility Owner designates an alternative facility, unless the alternative facility is required to pay the Host Fee to the City, the Designated Facility Owner shall pay or cause to be paid the Host Fee payable under the Disposal Agreement and applicable to any Approved Disposal Materials delivered to the alternative facility. Upon the approval of City, the Designated Facility Owner may cause or allow Disposal Materials to be delivered to the City waste water treatment plant, in which event no Host Fee, tipping fee or other fee will be payable to City for or on such materials.

J. Ownership of Disposal Materials

Ownership of all Approved Disposal Materials, upon delivery to and acceptance by a Designated Facility, shall transfer to the owner or operator of the Designated Facility and shall become the property of the Designated Facility Owner.

K. Third Party Beneficiary

The Designated Facility Owner shall be a third party beneficiary of this Agreement with all rights and remedies to enforce the Franchise Hauler Terms and other terms, covenants and conditions under this Agreement.

4.5 SPECIAL SERVICES

In addition to and separate from Collection Services, Contractor may voluntarily offer certain "Special Services" within the City. Contractor is not required under this Agreement to provide Special Services, but may elect to do so. Examples of such optional Special Services include i) on-call Bulky Items pick-up; and ii) collection, transportation, delivery or other services related to Excluded Materials and Exempted Drop Box Materials. Contractor may provide Special Services in the manner and at rates, fees and charges in an amount determined by Contractor, which shall not be included in the Gross Receipts. Contractor shall, however, maintain in full force and effect throughout the term of this Agreement a current business license from the City as it relates to provision of Special Services.

ARTICLE 5  
OPERATIONS

5.1 CUSTOMER INFORMATION AND PUBLIC EDUCATION

Contractor is responsible for the distribution, preparation, reproduction and mailing of educational information kits for new Customers which describe Contractor's Collection Services, including without limitation information about the various available Containers, Rates, charges, Recycling of Source Separated Recyclables and related Customer responsibilities. Contractor shall distribute the information kits to Customers and shall provide notice to Customers of its commencement of Collection Services under this Agreement at least thirty (30) days prior to commencement of the Collection Services to the Customer.

5.2 CUSTOMER SERVICE

Contractor shall maintain and provide to all Customers a telephone number for Customer service, and shall provide all telephonic services specified in this Section 5.2. Contractor shall install and maintain telephone equipment, and shall have on staff a sufficient number of dedicated service representatives reasonably necessary to handle customer service calls. Such dedicated customer service representatives shall be available to answer calls from 8 a.m. to 5 p.m., Monday through Friday. Contractor shall also maintain an after-hours telephone message system to record calls received outside Contractor's normal

business hours. Contractor shall provide the City a means of contacting a representative of the Contractor on a twenty-four (24) hour basis.

#### 5.3 SERVICE COMPLAINTS

Contractor shall maintain computer records of all oral and written service complaints registered with Contractor from Customers receiving Collection Services ("Complaint Record"). Contractor shall be responsible for prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints as provided in Section 5.4 hereof. Contractor shall record the Complaint in the customer file contained in the Contractor's customer database, noting the name and address of complainant, date and time of complaint, nature of complaint, identity of supervisor, and nature and date of resolution. City has the right under this Agreement to inspect the Complaint's made against Contractor upon written request.

#### 5.4 OMBUDSMAN; COMPLAINT RESOLUTION

A. Contractor shall designate and maintain an Ombudsman for the duration of this Agreement. Contractor shall notify the City of the name and title of the person serving as Contractor's Ombudsman. The Ombudsman must be a company official who does not directly or indirectly report to any person who manages the Collection Services, or any Customer account, on a day-by-day basis. On an ongoing basis, Contractor shall immediately notify the City when an Ombudsman is replaced.

B. If, for any reason, a dispute arises between the Contractor and a Collection Services customer that is not resolved between Contractor and the Customer to the City's reasonable satisfaction, the City, at its sole option, may i) submit the dispute to the Ombudsman who shall ensure that the matter is formally reviewed, considered, and resolved and/or responded to by the Contractor within seven (7) days or ii) make a determination of the dispute resolution without submitting the Ombudsman. If the Ombudsman shall not resolve the dispute to the City's reasonable satisfaction, the City may make a determination of the dispute resolution. The determination by the City of all Collection Services customer disputes shall be final and binding on Contractor and the customer. This Section 5.4 shall not apply to disputes between Contractor and any customer for customer account obligations or the payment or collection thereof.

C. This Section 5.4, however, does not in any way legally obligate the City to submit a dispute to the Ombudsman as a condition precedent to enforcing its rights hereunder in law or in equity, including the right to seek damages for breach, a decree of specific performance, injunctive relief or any other remedy that would be available to the City in the event of a breach, or threatened breach, of any provision of this Agreement by the Contractor, or any of the Contractor's successors or assigns.

#### 5.5 HAZARDOUS AND OTHER EXCLUDED MATERIALS; CONTAMINATION OF APPROVED RECYCLABLE MATERIALS

A. General

If Contractor determines that waste placed in any Container for Collection or delivered to any facility is Hazardous Waste, Medical and Infectious Waste, or other Excluded Materials, in addition to all other rights available under this Agreement or at law or equity, Contractor shall have the right to refuse to accept such waste and to proceed as provided under his Agreement. Customer shall be contacted by Contractor and requested to arrange proper disposal. If Customer cannot be reached immediately, Contractor staff shall, prior to leaving the premises, leave a tag on the top of the Container indicating the reason for refusing to collect the waste.

**B. Ownership of and responsibility for Hazardous Waste or other Excluded Material**

Notwithstanding anything in this Agreement to the contrary, ownership of Hazardous Waste and other Excluded Materials shall not transfer to Contractor unless Contractor shall knowingly accept for collection and contract expressly in writing to accept, collect and transport such material. All such material shall remain the property of the Customer placing or attempting to place such material for Collection or disposal, and such Customer shall remain solely responsible for such materials, the proper and legal transportation and disposal thereof, the retrieval of such materials from any location (including without limitation a location to which Contractor may have transported them), and for any and all damages, losses, liabilities, fines, penalties, forfeitures, claims, demands, actions, proceedings or suits arising out of relating to the generation, transportation, handling, cleanup, remediation or disposal of such materials.

**C. Contamination of Approved Recyclable Materials**

Approved Recyclable Materials mixed with i) more than a de minimis amount of Garbage, ii) 10% or more of materials other than Approved Recyclable Materials, or iii) any amount of Excluded Materials, shall be considered contaminated ("Contaminated"). Contractor may impose a fee or charge for Contaminated Approved Recyclable Materials placed in any Recycling Container, may charge for and disposed of such contaminated materials as Solid Waste, and may refuse to Collect such Contaminated materials.

**5.6 PERSONNEL**

Contractor shall furnish qualified drivers, mechanical, supervisory, clerical and other personnel as necessary to provide the Collection Services required by this Agreement in a safe and efficient manner and otherwise as provided in the Operating Standards.

**5.7 VEHICLES AND EQUIPMENT**

Contractor shall procure, maintain and replace a sufficient number of industry standard collection vehicles and other equipment to properly provide the Collection, Services. All vehicles used in the performance of Collection Services i) shall be maintained in an operational, clean and sanitary manner to industry standards, ii) shall have appropriate safety markings and lights in accordance with current statutes, rules and regulations, iii) shall not allow liquid wastes to leak from the vehicle, iv) shall be labeled with signs which clearly indicate the vehicle inventory number and customer service number of

Contractor v) shall be painted a uniform color, provided Solid Waste collection vehicles and Recyclable Material collection vehicles may use different paint and color schemes and vi) shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment capable of reaching all collection vehicles.

#### 5.8 CONTAINERS AND STICKER ITEMS

##### A. Container Requirements and Ownership

The Contractor shall procure, maintain, own and provide to Customers a sufficient quantity of Containers to provide the Collection Services. As part of Standard Services, Contractor shall provide to each Residential Customer one (1) Cart for Collection of Solid Waste and one (1) Recycling Cart for Collection of Source Separated Recyclables (unless the Recycling Cart is refused by Customer), each of which Carts shall be in the available size shown on the Scope of Services, as requested by Customer and approved by Contractor as suitable to contain the Collection Materials from such Customer. Without the prior written consent of Contractor, which Contractor may withhold in its sole discretion, except for Sticker Items, Customers shall not provide their own containers and shall use only Containers provided by Contractor for Collection Services. Any Cart or other Container damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by persons other than the Customer such that the Container does not comply with the requirements under this Agreement shall be repaired or replaced by Contractor at Contractor's cost within a reasonable time after request by Customer. Customers shall properly care for Containers provided for Customer's use, shall use reasonable efforts to protect such Containers from graffiti or negligent or intentional misuse, and shall not use such Containers for other than their intended purpose. In the event a Customer damages or requests a replacement Container as a result of Customer's damage, lack of reasonable care or intentional misuse, the Contractor may charge the Customer the reasonable cost of replacement of the Container, including a reasonable pickup and delivery charge. Containers shall be located on the Customer premises in a manner required hereunder and under applicable law, rules and policies and otherwise in a location providing appropriate access to the Container by Contractor and allowing safe and efficient collection by the Contractor. Ownership of all Carts and other Containers shall remain with Contractor at all times.

##### B. Weight Limits

Cart weight, including all Collection Materials therein, shall not exceed sixty (60) pounds for the 35-gallon size, one hundred-twenty (120) pounds for the 64-gallon size and one hundred-eighty (180) pounds for the 96-gallon size. Sticker Items shall not exceed 50 pounds in weight. No specific weight restrictions apply to Bins or Drop-Boxes, provided, however, the Contractor shall not be required collect, lift or remove any Container i) exceeding the safe working capacity of the collection vehicle as determined by Contractor or ii) which would cause the vehicle carrying the Container to exceed legal road weights

##### C. Loading Containers:

Except for only Sticker Materials, all Collection Material must be placed by Customers i) only in Containers provided Contractor and ii) completely within the Containers provided by Contractor, such that the lid or other closure on such Container closes completely and iii) only in Containers designated for the type of Collection Material deposited in such Container. Except for Sticker Materials, no Collection Materials may be placed for collection by Customer except in a Container provided by Contractor, including without limitation in Customer-supplied or other containers, in bundles or otherwise placed outside an appropriate Container.

**D. Curbside Placement of Carts and Sticker Items; Side Yard Service; Placement of Containers**

Except for Residences with approved side yard service, all Carts and Sticker Items must be placed by Customers Curbside by 6:00 AM on the scheduled day of service and otherwise in a manner to provide unobstructed, efficient access by Contractor's equipment and personnel. Contractor shall provide Side Yard Service free of charge and as part of Standard Services to Residences at which no occupant is physically capable of placing the Carts or Sticker Items Curbside, as reasonably determined by Contractor. Side Yard Service means Collection by Contractor of Carts or Sticker Items from a readily accessible and safe location in front of or along the side of a Residence and will apply and may be charged for if a Cart or Sticker Item is not placed Curbside. Side Yard Service may be provided by Contractor to other persons as a Menu Service at the Rate specified. Customer must provide unobstructed, efficient access by Contractor to all Containers in a location approved by Contractor.

**5.9 SPILLAGE**

Contractor shall exercise reasonable efforts to keep Collection Materials collected by the Contractor completely contained in Containers and collection vehicles. Hoppers and tippers on all collection vehicles shall be operated in a reasonable manner so as to minimize blowing or spillage of materials. Spillage of materials caused by Contractor shall be promptly cleaned up by the Contractor at Contractor's expense to the extent reasonably possible and necessary. However, it is understood that wind conditions in the Truckee Meadows make it impossible for the Contractor to prevent the blowing of all material. All vehicles used for Collection Services shall carry spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials reasonably sufficient to contain, control and, for minor events, appropriately clean-up any spillage or release of wind-blown materials, litter, or leaks of Contractor vehicle fluids or leachate.

**5.10 CONTRACTOR PLANNING ASSISTANCE**

The Contractor shall, upon request, make available a reasonable amount of site planning assistance to either the City and/or property owners or their representatives. The site planning assistance shall be available for all new construction or remodeling of residential building within the Exclusive Service Area, and shall address the ability of Contractor to provide service in the Collection areas. Contractor will not charge for normal and reasonable site planning services. Contractor may charge a reasonable fee for will-serve letters.

**5.11 SAFEGUARDING PUBLIC AND PRIVATE FACILITIES**

The Contractor shall exercise reasonable efforts to protect public and private improvements, facilities and utilities whether located on public or private property, including street Curbs. If such improvements, facilities, utilities or Curbs are damaged due to the negligence or intentional misconduct of Contractor, the Contractor shall repair or replace the same. However, Contractor shall not be responsible for damage caused to persons or to public or private property to the extent caused by either or both i) the negligent or intentional acts of a Customer or others, and ii) the failure of the Customer property to meet or comply with the requirements of this Agreement and applicable laws, rules and policies, including without limitation the failure to place the Container or Sticker Items where required.

#### 5.12 INCLEMENT WEATHER, CONSTRUCTION AND OTHER SERVICE DISRUPTIONS

When weather, construction or other conditions reasonably prevent or impair Collection Services, Contractor may make reasonable adjustments to the Collection Services, including without limitation postponing Collection from some Residences until the following regularly scheduled weekly Collection, but shall continue Collection Services to the extent reasonably safe and efficient. No credits or refunds will be provided for missed Collections or other service limitations beyond the reasonable control of contractor. The Contractor shall notify the City of its collection plans and outcomes for each day that severe inclement weather is experienced as soon as practical that same business day.

#### 5.13 VEHICLE DRIVE IN SERVICE

The Contractor shall offer drive-in service, at additional charge, to Customers' property that allows safe access, turn-around space, and clearance for service vehicles. Customers located in an area that does not allow safe access, turn-around or clearance for service vehicles will be provided service if Collection Materials are placed adjacent to the nearest public street or private road that provides safe access in a location approved by Contractor. In the event the Contractor determines a private road or drive cannot be safely negotiated or that providing drive-in service for Customers is impractical due to distance or unsafe conditions, the Contractor will evaluate on-site conditions and make a determination of its preferable approach for providing safe and appropriate service to the Customer. Contractor may require a damage waiver agreement or, upon 30 days prior written notice to the Customer and the City, may decline to provide service to Customers where Contractor determines impractical or unsafe.

### ARTICLE 6 COMPENSATION TO CONTRACTOR

#### 6.1 COMPENSATION TO CONTRACTOR; RATES; BALANCING ADJUSTMENT

The compensation to Contractor under this Agreement shall include the Rates Revenues and the Balancing Adjustment. The collection of Rate Revenues by Contractor from Customers for Collection Services and the Balancing Adjustment shall be Contractor's sole compensation for provision of Collection Services; provided, however, Contractor shall be entitled to charge other fees and charges for Special Services and other services and may charge other fees and charges for Customer noncompliance as provided in Section 3.9.

## 6.2 GENERAL RATES PROVISIONS

Commencing for each Residential Customer on the date Contractor begins the Collection Services to such Residential Customer, Contractor shall charge and collect from Customers for Collection Services the Rates provided on the Scope of Services, which Rates may be adjusted as provided in this Agreement. The Rates include the Standard Rates payable for Standard Services and the Menu Rates payable for Menu Services. Contractor shall not charge more than the Rate specified for each service provided on the Scope of Services: provided, however, if a Designated Facility refuses to accept Approved Recyclable Materials, Contractor may deliver such materials for Disposal as Solid Waste and may charge the Rate applicable to Solid Waste for such Collection Services.

### A. Standard Rate

Contractor shall charge and collect from Residential Customers the Standard Rates for the Standard Services at the service level provided and Residential Customers shall be obligated to pay the Standard Rates (unless expressly exempted from Standard Service under Section 3.5 of this Agreement) whether or not the Customer uses all Standard Services offered. Contractor will make the Senior Citizen Rate for Standard Services available to qualified senior citizens upon request and verification of age.

### B. Menu Rate

Contractor shall charge and collect from Residential Customers the Menu Rates for any Menu Services requested by and provided to Residential Customers.

## 6.3 BALANCING ADJUSTMENT

### A. Balancing Adjustment General Provisions

City and Contractor acknowledge that the Standard Rates are not sufficient to pay the cost of providing the Standard Services and the Return on Revenue to Contractor and that a shortfall ("Shortfall") in compensation to Contractor for the Residential Services would exist if a Balancing Adjustment is not paid by City to Contractor as provided in this Article 6. Accordingly, City hereby agrees to pay to Contractor in monthly installments during the Term a Balancing Adjustment ("Balancing Adjustment") equal to Nineteen and 83/100 percent (19.83%) of the Gross Receipts.

### B. Payment of Balancing Adjustment by City to Contractor

The Balancing Adjustment for each calendar month ("Subject Month") during the Term and any extensions of the Term shall be paid by City to Contractor on or before the 25th day of the following calendar month and shall be calculated by Contractor on the basis of the Gross Receipts received and collected by Contractor during the Subject Month. Contractor shall provide to City on or before the 15<sup>th</sup> day of each calendar month a statement of the Gross Receipts and Balancing Adjustment for such payment, attested to by a representative of contractor as being true and correct. Any Balancing Adjustment not paid by the date due shall bear interest at Seven Percent (7%) per annum until paid and Contractor may deduct and offset such past due amounts from any amounts payable by Contractor to



City under this Agreement or any other agreement between Contractor and the City. Contractor's Gross Receipts, the Balancing Adjustment and the calculation thereof and all related financial matters shall be subject to audit and inspection by the City under Sections 7.5 and 8.3 below and contractor shall cooperate fully in all such audits and inspections.

C. Offset; Decrease of Balancing Adjustment

Instead of City paying the Balancing Adjustment to Contractor and Contractor separately paying the Franchise Fees to City under this Agreement, City and Contractor may agree to adjust and offset ("Offset") the amount of the Balancing Adjustment against the amount of the Franchise Fee payable under this Agreement and any amounts payable by Contractor to City or by City to Contractor under other agreements between City and Contractor, with any remaining balance being paid to the party entitled thereto as provided in this Agreement. The City reserves the right to decrease the Balancing Adjustment upon ninety (90) days written notice to Contractor. In the event City decreases the Balancing Adjustment, the Standard Rates shall concurrently be increased in an amount necessary to fully compensate Contractor for the amount of such decrease in Balancing Adjustment, in which event the increase in Standard Rates shall be cooperatively determined and agreed to in good faith by the City and Contractor during the 90 day notice period.

D. Adjustment of Balancing Adjustment

Commencing on January 1, 2015 and thereafter not more often than once every 5 years during the Term, City or Contractor may request by written notice to the other a review of the amount of Balancing Adjustment to verify the Balancing Adjustment is the correct amount to compensate Contractor for the Shortfall ("Balancing Adjustment Review"). The Balancing Adjustment Review shall be performed cooperatively and in good faith by City and Contractor within 90 days after notice of the election of City or Contractor to perform the Balancing Adjustment Review. Contractor shall provide all information and records reasonably necessary to perform the Balancing Adjustment Review. If City and Contractor determine an adjustment to the Balancing Adjustment is necessary to compensate Contractor for the Shortfall, the adjusted Balancing Adjustment shall become effective on the date 30 days after determination and this Agreement shall be amended to reflect the adjustment. If City and Contractor disagree that an adjustment to the Balancing Adjustment is necessary, the decision may be referred to the City Council for review and determination. Nothing herein shall limit the rights or remedies of Contractor or City with regard to the adjustment of the Balancing Adjustment.

6.4 ADJUSTMENT OF RATES

A. CPI Rate Adjustment

Subject to the terms, conditions and limitations of this Section 6.4 A, the Rates for all Collection Services shall increase annually during the Term and all Extension Terms in proportion to the percentage increase in the CPI over the preceding year, as provided below ("CPI Adjustment"). Adjustments to the Rates shall be made in units of One Cent (\$0.01) and fractions thereof shall be rounded to the nearest cent.

The first annual CPI Adjustment of the Rates shall occur April 1, 2014 (such date and each anniversary thereof during the Term, an "Adjustment Date"). The Rates shall be increased in proportion to the percentage increase in the CPI over the most recent twelve (12) month period ending on December 31 of the year preceding the Adjustment Date. In determining the CPI increases, Contractor may elect to increase the Rates applicable to particular or specific services or groups of services by more or less than the CPI, so long as the total increase in the Rates for all Collection Services is less than or equal to the increase in the CPI; provided, however, Contractor and City shall cooperate in good faith to determine the exact amount and allocation of such increases.. The Contractor's calculations of the CPI Adjustment and the Return on Revenues described below shall be i) based on financial statements of Contractor which form a part of the financial statements of the parent company of Contractor (which parent's financial statements have been audited by an independent certified public accountant or accounting firm), ii) certified true, correct and complete by the Contractor Representative and iii) provided to the City no later than March 15 of the year of the Adjustment Date. The adjusted Rates shall take effect on the Adjustment Date and shall apply for the ensuing year. If the CPI is changed or discontinued, it will be replaced by an index that would achieve as closely as possible to the same result as if the CPI had not been changed or discontinued.

The CPI Adjustment to the Rates shall be subject to the following limitations:

- i) The CPI shall not be less than zero percent (0%) or more than six percent (6%); and
- ii) Commencing with the Adjustment Date occurring on April 1, 2017, in the event the annual Return on Revenue of Contractor for the three consecutive calendar years immediately preceding the Adjustment Date averages more than eight percent (8%) ("Return on Revenue"), using a three year rolling average, no CPI Adjustment shall apply to the Rates for the year in which such Adjustment Date occurs.

For purposes hereof, "Return on Revenue" shall mean net income divided by gross revenues and expressed as a percentage. Net income is determined by deducting from gross revenues all expenses, which expenses include federal income taxes. Return on Revenue shall be calculated by Contractor in accordance with generally acceptance accounting principles, consistently applied, and otherwise in a manner substantially similar to the calculation of rate increases used under the Existing RFA (as defined in Section 11.23 hereof).

#### B. Other Adjustments to Rates

Because the Rates and the Balancing Adjustment are Contractor's sole compensation for the Collection Services, the Rates must be sufficient to pay known and unknown costs that may increase over time. Accordingly, City and Contractor agree that, in addition to the CPI Adjustment and the other adjustments under this Section, the Rates shall be increased ("Rate Adjustment") in an amount necessary to compensate Contractor for:

1. Increases in costs or expenses resulting from a Change in Law, Change in Scope of Services or increase in City Collection Services;

2. Increase in the Franchise Fee or other fees required, initiated or approved by City or another federal, state or local governmental agency;
3. A change in the volume of Solid Waste or Recyclable Materials or other materials collected by Contractor hereunder that causes a material increase to Contractor's costs or expenses or material decrease in Contractor's revenues, including without limitation changes caused by a change to the Exclusive Service Area, changes to the requirement that all Customers in the Exclusive Service Area have mandatory Collection Services as provided under this Agreement and annexation or consolidation of outlying or noncontiguous area in the City included in the Exclusive Service Area;
4. Increase in the fees, expenses or costs to Contractor for the transfer, processing, transportation, recycling, or Disposal of Solid Waste and Recyclable Materials charged by the Designated Facilities under the Disposal Agreement, including without limitation an increase in the Host Fee as defined in and payable under the Disposal Agreement, except to the extent such increase was already factored into the CPI increase; and
5. The decrease of the Balancing Adjustment by the City or the insufficiency of the Balancing Adjustment to compensate Contractor for the Shortfall; and
6. Any other circumstance, cause or reason not within the reasonable control of Contractor, including without limitation a Force Majeure event, that causes an increase in costs or expenses or reduction in revenue of Contractor, such that the Rates do not fairly compensate Contractor for the Collection Services.

Contractor may initiate a Rate Adjustment under this Section 6.4 B not more than once annually, beginning no earlier than January 1, 2014. To obtain a Rate Adjustment, Contractor shall prepare and submit to the City a rate adjustment statement setting forth the nature of the event causing the increase in costs and a calculation of the increased costs and the Rate Adjustment necessary to offset such increased costs, together with the Return on Revenue. The City may request any and all documentation and data reasonably necessary to evaluate the Rate Adjustment and shall confirm or deny (with detailed written explanation of the reason for any denial and an alternative Rate Adjustment proposal by City) within ninety (90) days of receipt of the statement from Contractor, which confirmation shall not be unreasonably withheld, conditioned or delayed. Rate Adjustments shall include an amount sufficient to pay the increase in costs incurred by Contractor, plus the Return on Revenue.

C. Rate for Outlying or Non-Contiguous Areas

As a result of annexation or consolidation of the City limits occurring after the Effective Date, the Rates may not fairly or accurately reflect the cost of providing Collection Services to Customers in such outlying or non-contiguous areas. In such event, at the City's election, i) the Rates shall be increased to pay the additional cost of providing Collection Services to such areas and otherwise fairly compensate Contractor for providing such Collection Services or ii) a special rate for such areas may be adopted under this Agreement. Contractor may initiate a Rate Adjustment or special rate adoption under this

Section using the same procedures provided for Rate Adjustments in Section 6.4 (B) above and the Rate Adjustments under this Section 6.2 shall apply to any special rates established under this Section 6.4 (C).

## ARTICLE 7

### BILLING; COLLECTION AND PAYMENT

#### 7.1 BILLING AND COLLECTION

Contractor is responsible for billing Customers and collecting Rates Revenues for all Collection Services. Billing for all Collection Services other than Drop Box services shall be in advance on a quarterly basis. Billing for Drop Box services may be in advance or in arrears on a quarterly or monthly basis, as determined by Contractor. All payments shall be due and payable on the first day of each quarterly billing cycle and shall be delinquent if not paid on or before the last day of that quarterly billing cycle. Contractor shall be entitled to charge a late fee of Fifteen Dollars (\$15.00) and interest at one and one-half percent (1.5%) per month on all delinquent accounts. Contractor shall be entitled to terminate any delinquent Customer's account after Thirty (30) day's written notice. Contractor shall be entitled to charge Customers other appropriate fees and charges, including without limitation NSF check charges and collections costs, and shall be entitled to require a deposit before provision of Collection Services. All Rates, charges, penalties, interest and other amounts due to Contractor for Collection Services shall constitute an obligation of the owner of the Residence (as shown in the Washoe County Assessor's Office records) to which such services are being provided. An owner may request that services be provided and billed to a tenant or other occupant of the property, but owner shall not be relieved from the primary obligation to pay all amounts due for such service and Contractor shall have no obligation to first proceed for collection against the tenant or other occupant. Contractor shall be entitled to establish rules, procedures and requirements for Customers subscribing to Collection Services and for collecting any amount payable for the Collection Services, including without limitation the right to exercise lien rights. Nothing in this Section shall limit any rights or remedies of Contractor, including without limitation the right to enforce the terms of this Agreement, the Reno Municipal code relating hereto and its customer service agreements or to collect any all amounts due for Collection Services and other services.

#### 7.2 RECEIPT OF PAYMENT

Contractor shall record all amounts received from Customers into an appropriate accounting account. All payments of Customer billings shall be made by Customer check, money order, cashier's check, credit card or autopay; provided no cash shall be accepted.

#### 7.3 MONTHLY PAYMENT OF FRANCHISE FEES AND BALANCING ADJUSTMENT

On or before the twenty-fifth (25) day of each calendar month, Contractor shall prepare and submit a monthly statement to City for the prior month, together with the Franchise Fees payable to City for the prior calendar month. The monthly statement shall include the following information and calculations as supporting documentation for the Franchise Fee and Balancing Adjustment payments:

A. Reported Revenues

The amount of Rate Revenues for the month, along with detail describing, at a minimum, the total number of accounts for each applicable monthly charge and the total number of Customers billed for each such amount.

7.4 CONTRACTOR RESPONSIBILITY FOR BAD DEBT AND DELINQUENT PAYMENTS

Contractor shall solely bear all expenses and losses related to collecting or failing to collect bad debt from delinquent Customer accounts.

7.5 AUDIT OF BILLINGS AND FINANCIAL REPORTS; REVIEW OF COSTS

City may at its sole discretion select a qualified independent firm to perform an audit of Contractor's records and data directly relevant to matters relating to Contractor's performance of its obligations under this Agreement, as set forth in this Article. Contractor shall, upon request of written notification by City, permit the audit and inspection of all of such records and data by the firm specified by City. The frequency and timing of the audits shall be determined at City's discretion, but shall not exceed a maximum of two (2) audits during the Base Term and one (1) during any five year extension of the Term. City shall be responsible for payment of all audits during the Base Term of the Agreement and any Extension of the Agreement. City shall provide Contractor thirty (30) days' notice of each audit. City shall determine the scope of any audits based on the general requirements specified below and may elect to conduct either one or both of the following types of audit:

A. Audit of Billings. The auditor shall review the billing practices of Contractor with relation to delivery of Collection Services. The intent of this audit is to use sampling to verify that Customers are receiving the type and level of service for which they are billed.

B. Audit of Revenue Reporting. The auditor shall review relevant financial reports and data submitted by Contractor pursuant to Article 8. The purpose of this audit is to verify that Contractor is correctly calculating Rate Revenues, Residential Franchise Fees and the Balancing Adjustment.

ARTICLE 8

RECORD KEEPING, REPORTING AND INSPECTION

8.1 RECORD KEEPING

A. Accounting Records

Contractor shall maintain full, complete and separate financial, statistical and accounting records and accounts, pertaining to cash, billing, and provisions of all Collection Services, prepared on an accrual basis in accordance with generally accepted accounting principles, including without limitation records of all Rate Revenues, Gross Receipts, Franchise Fees and Balancing Adjustment. Such records shall be subject to audit, copy, and inspection by City Representative or designee at any time during normal business hours upon reasonable prior written notice. Contractor shall maintain and preserve all cash,

billing and Disposal records for a period of not less than five (5) years following the close of each of Contractor's fiscal years.

**B. Collection Materials Records**

Contractor shall maintain records of the quantities of (i) Solid Waste Collected and Delivered under the terms of this Agreement; and (ii) Recyclable Materials, by type, Collected or Disposed;

**C. Customer Complaint Record**

Contractor shall maintain the customer complaint record pursuant to Article 5.

**D. Other Records**

Contractor shall maintain all other records required under other Sections of this Agreement.

**8.2 ANNUAL AND QUARTERLY REPORTING**

**A. General**

Annual and quarterly reports shall be submitted to the City within 45 days after the end of the reporting period which include:

1. A summary of the prior period's Rate Revenues, Franchise Fees and Balancing Adjustment;
2. Account data, including the number of accounts, amount and type of materials deposited in each Designated Facility and customer count by type of service;
3. Amount (in tons) and type of materials Collected and amount delivered to each Designated Facility;
4. Amount and type of materials Diverted;
5. Customer count by type of service

**8.3 INSPECTION BY THE CITY**

City Representative, or designee(s), shall have the right to observe and review any of Contractor's records, operations, and equipment, relevant to a determination of Contractor's compliance with the requirements of this Agreement pertaining to the provision of Collection Services, and to enter premises during normal business hours for the purposes of such observations, and review at any time upon not less than 24 hours prior written notice. City Representative shall notify Contractor's representative upon arrival. City Representative will comply with all policies and procedures of Contractor when on Contractor's premises. Contractor may condition any such entry in or upon Contractor's premises, by City Representative or designee(s), on the prior execution of a waiver of any liability of Contractor for any injury or damages suffered by City Representative or designee(s), or their respective heirs and assigns, or others claiming by, through or under them, arising out of or relating to such entry.

ARTICLE 9  
INDEMNITY, INSURANCE, PERFORMANCE SECURITY

9.1 INDEMNIFICATION OF THE CITY

Contractor agrees to and shall indemnify, defend and hold harmless City its officers, officials, employees, volunteers, agents and assigns (collectively, the "Indemnitees") from and against any and all costs, damages, loss, liability, fines, penalties, forfeitures, claims, demands, actions, proceedings or suits (whether administrative or judicial), in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property) to the extent caused by (i) the failure of Contractor to comply with this Agreement and ii) the performance by Contractor, its officers, agents, employees, and subcontractors of the Collection Services or other obligations of Contractor hereunder, except in each case to the extent caused by the default, negligence or intentional misconduct of City. The indemnification obligation hereunder shall arise only in excess of any available and collectible insurance proceeds, and the Contractor shall be liable hereunder to pay only the amount of damages, if any, that exceeds the total amount that all insurance has paid for the damages, plus the total amount of all deductible and self-insured expenses paid under all insurance policies.

9.2 INSURANCE SCOPE AND LIMITS

A. During the Term of this Agreement Contractor shall procure and maintain the following minimum insurance coverage, to the extent available:

1. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence with an aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per-occurrence basis.
2. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Million Dollars (\$2,000,000). Coverage shall include owned and non-owned vehicles used in connection with the Agreement.
3. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the Nevada Revised Statutes.

B. Other Insurance Provisions

1. The insurance policies shall contain, or be endorsed to contain, the following provisions:
  - a. City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.

b. Contractor's insurance coverage shall be primary insurance in relation to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be occurrence-based, or an alternate form as approved by City and shall be endorsed to state that coverage shall not be canceled by the insurer or reduced in scope or amount except after thirty (30) days prior written notice has been given to City.

d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for City.

C. All Coverages. Each insurance policy required by this Article shall be occurrence-based or an alternate form as approved by the City and endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage

Contractor shall furnish City, within 30 days after the Effective Date and upon request of City thereafter, with original certificates evidencing coverage required under this Section 9.2.

E. Acceptability of Insurers

All insurance policies required by this Article shall be issued by admitted insurers in good standing with and licensed to do business in the State of Nevada, and possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Section.

G. Liability Coverage Amounts

Not more often than every five (5) years during the Term, City shall be entitled to increase the amount of liability insurance coverage required under this Section 9.2 if such coverage is below amounts generally accepted for similar services. In that event, City and Contractor will cooperate in good faith to establish the amount of liability insurance coverage generally accepted for similar services and Contractor will provide such liability coverage amounts.



### 9.3 INSTRUMENT FOR SECURING PERFORMANCE

Not less than thirty (30) days after the Effective Date, Contractor shall file with City an instrument, in form reasonably acceptable to City, securing Contractor's faithful performance of Contractor's obligations under this Agreement. The principal sum of the instrument shall be not less than Two Hundred Fifty Thousand Dollars (\$250,000). The instrument may be in the form of a letter of credit, performance bond, or other performance guarantee and shall remain in force during the Term. If the instrument is a performance bond it shall be executed by a surety company designated as an admitted insurer in good standing with and authorized to transact business in this State by the Nevada Department of Insurance and otherwise reasonably acceptable to the City. The premium for such bond or letter of credit, or any other charges related in any way to Contractor's obtaining or maintaining any and all such instruments, shall be fully borne and paid by Contractor. Recovery under the instrument shall not preclude City from seeking additional damages for Contractor's default under this Agreement.

## ARTICLE 10 DEFAULT AND REMEDIES

### 10.1 DEFAULT BY CONTRACTOR

A. Any of the following shall constitute an event of default ("Event of Default") by Contractor hereunder:

1. If Contractor shall fail to perform any of the material covenants, conditions and agreements of this Agreement, unless Contractor shall materially cure or remedy such failure within thirty (30) days after written notice by City to Contractor specifying in detail the nature of such default or, if such failure is not reasonably capable of being cured or remedied within such thirty (30) day period, Contractor commences cure or remedy within such 30 day period and diligently prosecutes the same to completion.
2. Contractor files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, or other similar law, or has an involuntary bankruptcy action filed against it which is not dismissed within 90 days of notice to Contractor; Contractor consents to the appointment of, or taking of possession by, a receiver (or similar official) of Contractor's operating assets or any substantial part of Contractor's property; or Contractor shall make any general assignment for the benefit of Contractor's creditors.
3. Contractor ceases to provide Collection Services as required under this Agreement for a period of five (5) consecutive Working Days or more, for any reason within the reasonable control of Contractor, such cessation poses a material threat to the health, safety and welfare of the public and City shall have provided not less than three (3) Working Days written notice of such default.

### 10.2 CITY REMEDIES FOR EVENT OF DEFAULT BY CONTRACTOR

A. Upon an uncured Event of Default by Contractor, City shall have the right to:

1. Terminate the Agreement in accordance with Section 10.3.
2. In addition to, or in lieu of termination, exercise all of its remedies in accordance with this Article and any other remedies at law and in equity to which City shall be entitled, including without limitation the right to pursue the performance security under Section 9.3 and make an available claim under any insurance policy.
3. At its discretion waive Contractor's default in full or in part.

#### 10.3 TERMINATION BY CITY

Subject to Dispute Resolution in Section 11.8, City shall only exercise its right to terminate this Agreement through action of the Reno City Council at a regularly scheduled (or special) public meeting of that body. Contractor shall be given reasonable prior notice of such meeting, a written statement of the factual and legal basis of the claimed Event of Default and an opportunity to respond and to offer testimonial and documentary evidence during the hearing of the matter at such meeting and City shall provide to Contractor copies of all records and information in City's possession or control relating to the Event of Default giving rise to such termination.

#### 10.4 CONTRACTOR REMEDIES; TERMINATION

Contractor shall be entitled to terminate this Agreement or pursue specific performance of this Agreement if City shall fail to perform any of the material covenants, conditions and agreements of this Agreement, unless City shall materially cure or remedy such failure within sixty (60) days after written notice by Contractor to City specifying in detail the nature of such default or, if such failure is not reasonably capable of being cured or remedied within such sixty (60) day period, City commences cure or remedy within such 60 day period and diligently prosecutes the same to completion. Contractor shall have the right to terminate this Agreement upon ninety (90) days written notice to City if Applicable Law prohibits, materially limits or makes uneconomical the Collection Services as contemplated in this Agreement. Except as provided in Section 11.8, nothing herein shall limit Contractor's rights and remedies available at law or equity for default by a party under this Agreement.

### ARTICLE 11

#### MISCELLANEOUS AND OTHER AGREEMENTS OF THE PARTIES

##### 11.1 OTHER EXCLUSIVE SERVICE PROGRAMS; RIGHT OF FIRST REFUSAL

In the event City determines that a specific program should be implemented for collection or transportation of Food Waste or Green Waste or for any other Solid Waste or Recyclable Materials, other than as provided in this Agreement, to serve the needs of the public in the City, City will notify Contractor and Contractor and City will discuss and negotiate in good faith to i) develop and implement the program and the franchise fees, rates and other matters related thereto and ii) reach agreement on the terms and conditions of a service agreement relating thereto between the City and Contractor. If Contractor and City are unable to reach agreement on the terms and conditions of the service

agreement within 90 days of the City notice, City hereby grants to Contractor the right of first refusal to match and accept a) the terms and conditions of any contract offer by the City to other service providers for such a program ("City Offer") and b) the terms and conditions offered by another service provider to the City that the City is willing to accept relating to such a program ("Third Party Offer"). If the City makes a City Offer or receives a Third Party Offer the City is willing to accept, City shall give Contractor prompt written notice with a copy of thereof. Contractor shall have a period of thirty (30) days to provide written notice to City that Contractor will accept the terms of either the City Offer or the Third Party Offer. If Contractor provides such notice, City and Contractor will enter into a service agreement on the terms and conditions of the offer accepted. If Contractor does not timely provide the acceptance notice, the City shall be free to contract with another service provider on the same terms and conditions as stated in the City Offer or the Third Party Offer, as applicable. In the event the City does not consummate an agreement with another service provider on the same terms and conditions within 120 days of the expiration of the 30 day notice period, then the right of refusal shall revive and Contractor shall have the same right of first refusal to accept any subsequent changed terms and conditions, City Offer or Third Party Offer.

#### 11.2 RELATIONSHIP OF PARTIES

The Parties intend that Contractor shall perform the Collection Services as an independent contractor engaged by City and not as an officer or employee of City or as a partner of or joint venturer with City. No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting Collection Services and all persons performing such services on behalf of Contractor. Neither Contractor nor its officers, employees, subcontractors, or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

#### 11.3 FORCE MAJEURE

Provided that the requirements of this Section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, acts of God including landslides, public or private construction activities, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, unavailability of required materials or disposal restrictions, work stoppages or lockouts, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Agreement, it shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure event and only for the period during which the Force Majeure event exists.

#### 11.4 COMPLIANCE WITH LAW

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost (subject to rate adjustment provisions elsewhere in this Agreement), comply with all Applicable Laws, including all permit requirements for Collection Service.

#### 11.5 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada.

#### 11.6 JURISDICTION AND VENUE

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of Nevada, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in City of Reno.

#### 11.7 ASSIGNMENT

##### A. Definition

For purposes of this Section 11.7, the term "Assignment" shall include, but not be limited to: (i) a transfer by Contractor to another person or entity of all of Contractor's rights, duties and obligations under this Agreement, including without limitation subcontracting of all or a portion of Contractor's obligations hereunder; (ii) a sale, exchange, or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (iii) a sale, exchange, or other transfer of fifty percent (50%) or more of the outstanding common stock of Contractor; (iv) any reorganization, consolidation, merger, recapitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of fifty percent (50%) or more of the value or voting rights in the stock of Contractor; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership. If Contractor is not a corporation, an assignment shall also include, among other things, any transfer or reorganization that has an effect similar to the situations described in foregoing sentence for corporations. For purposes of this Article, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

##### B. City Consent to Assignment; Written Assignment and Assumption

Except for Assignments to a Permitted Transferee and except as provided in this Article or otherwise in this Agreement, Contractor shall not make an Assignment of this Agreement to any other person or entity without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the assignee shall be deemed suitable and City shall consent to an Assignment if the Assignee meets the Assignee Qualifications (as defined below). A formal written instrument of assignment shall be executed by Contractor and an approved assignee or Permitted Transferee, which shall provide for the assignee's assumption and acceptance of all terms and conditions of this Agreement, including all duties and obligations imposed thereby, and also the

assignee's express adoption of the representations of Contractor set forth herein as its own representations. Assignments to Permitted Transferees shall not require the consent of the City.

C. Qualifications of Assignee

A proposed assignee shall be deemed suitable and City shall consent to an Assignment to a proposed assignee upon submission of reasonably satisfactory evidence or support (i) that the proposed assignee has at least five (5) years of Solid Waste and Recyclable Materials collection experience similar to the Collection Services; ii) that the proposed assignee currently or recently conducted Solid Waste and Recyclable Materials Collection on a scale reasonably equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (iii) the proposed assignee conducts its operations in substantial accordance with accepted industry standards (iv) the proposed assignee conducts its Solid Waste and Recyclable Materials management practices in substantial compliance with all applicable Federal, State, and local laws; and (v) the proposed assignee has the reasonable financial capability and other capabilities to perform the obligations of Contractor under this Agreement to industry standards and to otherwise comply with all terms, covenants and conditions of this Agreement applicable to Contractor (collectively, the "Assignee Qualifications").

D. Transition

If City consents to an assignment, Contractor shall cooperate fully with City and subsequent Contractor(s) or subcontractor(s), and shall provide all appropriate assistance to ensure an orderly transition. Such cooperation and assistance shall include, but not be limited to, Contractor providing, to City and the subsequent Contractor(s) or subcontractor(s), all route lists and billing information listing accounts, and using Contractor's reasonable efforts to avoid and minimize any disruption or inconvenience to Customers.

11.8 DISPUTE RESOLUTION

A. Continue Performance

In the event of any dispute arising under this Agreement, City and Contractor shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner, including but not limited to, negotiating in good faith.

B. Mediation

Any unresolved dispute arising between the Parties under this Agreement after negotiation in good faith shall first be submitted to non-binding mediation before a recognized mediator having experience with agreements of this nature and that is mutually acceptable to the Parties, provided that neither Party shall unreasonably withhold its acceptance. If the parties are unable, after a period of thirty (30) days from commencement of the dispute resolution process, to agree on a mediator, either Party shall be entitled to petition a court of competent jurisdiction to appoint such a mediator for the Parties. In the absence of judicial jurisdiction to appoint a mediator, mediation will be before a panel composed of a mediator selected by each party and a third mediator selected by the two mediators so selected. Each

Party shall bear its own costs, including attorney's fees, incurred in connection with the mediation. If the mediation does not result in a resolution of the dispute that is acceptable to both Parties, either Party may pursue any right or remedy available at law or equity, except as expressly and specifically limited under this Agreement.

#### 11.9 NON-DISCRIMINATION

Contractor shall not discriminate in the provision of service or the employment of persons engaged in performance of this Agreement on account of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons or as otherwise prohibited by law.

#### 11.10 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties.

#### 11.11 PARTIES IN INTEREST

Except as expressly provided to the contrary herein, nothing in this Agreement, whether express or implied, is intended or shall be deemed to confer any rights on any persons other than City and Contractor and their representatives, successors and permitted assigns.

#### 11.12 WAIVER

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision, nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

#### 11.13 NOTICE

##### A. Notice Procedures

Except as otherwise specifically provided herein, all notices, demands, requests, proposals, approvals, consents and other communications made in connection with this Agreement shall be in writing and shall be effective when personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to CITY:                      City of Reno  
   Office of the City Manager  
   P.O. Box 1900  
   One East First Street  
   15th Floor  
   Reno, Nevada 89505

Attention: City Manager

If to Contractor: Reno Disposal Company  
100 Vassar St.  
Reno, Nevada 89502  
Attention: District Manager

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section 11.13.

**B. Facsimile Notice Procedures**

1. Facsimile notice may be substituted for written notice with the following limitations:
  - a. Facsimile notice shall be considered valid and delivered during standard business hours and days, Monday through Friday, at such time as an authorized representative of the receiving Party acknowledges receipt in writing or by facsimile acknowledgement to the sending party.
  - b. Written notice, in accordance with Paragraph A, must follow any facsimile notice, in order for the facsimile notice to be considered valid notice hereunder.
2. If above conditions are met, facsimile notice will be considered effective from date and time of transmission as indicated on receiving Party's original copy of the transmission.
3. Facsimile notices must be sent to the following addressees:

If to City: City Manager  
Fax number: (775)334-2020

If to Contractor: District Manager  
Fax number: (775) 329-4662

4. The facsimile number to which communications may be transmitted may be changed from time to time by a notice given in accordance with this Section 11.13.

**11.14 ACTION BY CITY; CITY AND CONTRACTOR REPRESENTATIVE**

Subject to the restrictions provided in this Section 11.14, whenever action or approval by City is required under this Agreement, the City Council hereby delegates to the City Representative the authority to act on or approve such matter unless specifically provided otherwise in this Agreement or unless the City Representative determines in his or her sole discretion that such action or approval requires referral to the City Council. The City Representative will have the authority to make approvals, issue interpretations, waive provisions, execute all necessary documents enter into amendments and otherwise take actions on behalf of the City relating to this Agreement, including without limitation approving Rate Adjustments, agreeing with Contractor to change the Approved Recyclable Materials and

extensions of time to perform, so long as such actions do not materially change the scope or nature of the Collection Services or the exclusive right and obligation of Contractor to perform the Collection Services. All actions of City Representative are subject to appeal by Contractor to the City Council and Contractor is entitled to rely on all actions of the City Representative. Any alteration, change or modification of or to this Agreement, in order to become effective, will be made in writing and in each instance signed on behalf of each party. Contractor shall, by the Operative Date, designate in writing a responsible official, or duly authorized agent, who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his/her authority to bind Contractor. City may rely upon action taken by such designated representative as action of Contractor. Notwithstanding anything to the contrary in this Section 11.14, the City Council shall have the sole authority to take the following actions: i) termination of this Agreement under Section 10.3 of this Agreement, ii) Rate increases in excess of three percent (3%) in excess of the CPI increase, iii) any increase or decrease of the Franchise Fee.

#### 11.15 ENFORCEMENT

Contractor shall be entitled to independently enforce against third parties the terms, covenants, conditions and requirements of this Agreement and City ordinances related thereto, including without limitation defending challenges thereto and to prevent violations by third parties thereof (including without limitation the exclusive right and obligation to provide the Collection Services). City shall reasonably cooperate in such enforcement; provided, however, City shall not be required to incur third party costs in connection therewith. City will adopt and enforce appropriate ordinances to implement this Agreement and otherwise relating to the collection and transportation of Solid Waste and Recyclable Materials.

#### 11.16 GOOD FAITH

Each Party's interpretation and performance under this Agreement shall be reasonable and consistent with the intent to deal fairly and in good faith with the other Party hereto. Each party's exercise of any discretion hereunder shall be made in good faith and consents and approvals shall not be unreasonably withheld, conditioned or delayed, unless expressly stated to the contrary herein.

#### 11.17 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Contractor and City with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

#### 11.18 REFERENCES TO LAWS

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

#### 11.19 INTERPRETATION



Each of the Parties has received the advice of legal counsel prior to signing this Agreement. Each Party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The Parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party "drafting" this Agreement.

#### 11.20 MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of both Parties without, in any way, affecting the remainder.

#### 11.21 SEVERABILITY

If any provision of this Agreement is for any reason found or deemed to be invalid or unenforceable, this Agreement shall be construed as not containing such provision. All other provisions of this Agreement which are otherwise lawful shall remain in full force and effect, and shall be enforced as if such invalid or unenforceable provision had not been contained herein, and to this end the provisions of this Agreement are hereby declared to be severable.

#### 11.22 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original.

#### 11.23 EXISTING FRANCHISE AGREEMENT

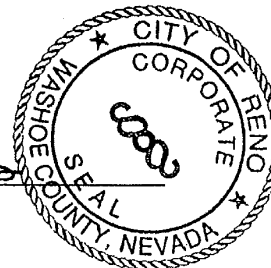
The existing First Amended City of Reno Garbage Franchise Agreement dated August 9, 1994, as amended ("Existing RFA"), will remain in place and effective until the later of i) the Effective Date of this Agreement and ii) the date all of the Disposal Agreement and the other City Franchise Agreements (each as defined in the Disposal Agreement), in form acceptable to Contractor and City, are executed and become effective.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF RENO

a political subdivision of the State of Nevada.

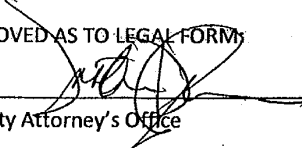
By David L. Aiazzi Date 11-07-12  
For Robert A. Cashell, Sr., Mayor



Attest:

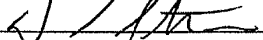
By Lynnette R. Jones  
Lynnette R. Jones, City Clerk

APPROVED AS TO LEGAL FORM:

By:   
City Attorney's Office

**CONTRACTOR**

Reno Disposal Company, Inc., a Nevada corporation

By: 

Title: Vice President

Date: 11/16/12

**List of Exhibits:**

Exhibit A- List of Approved Recyclable Materials

Exhibit B Operating Standards

Exhibit C Scope of Services

**EXHIBIT A**  
**List of Approved Recyclable Materials**

**EXHIBIT A**  
**RESIDENTIAL FRANCHISE AGREEMENT**  
**APPROVED RECYCLABLE MATERIALS**

1. Newspaper (including inserts, coupons, and store advertisements)
2. Chipboard
3. Corrugated cardboard
4. Mixed waste paper (including office paper, computer paper, magazines, junk mail, catalogs, kraft bags and kraft paper, paperboard, egg cartons, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes)
5. Glass containers (including brown, clear, and green glass bottles and jars)
6. Aluminum (including beverage containers, food containers, small scrap metal)
7. Steel or tin cans
8. Plastic containers classified under Resin Identification Code Nos. 1 through 7, inclusive.
9. Food Waste (only if source separated and placed by the generator in a separate Container designated by Contractor for Food Waste)
10. Any other materials mutually agreed to by the CONTRACTOR and the City.

To qualify as Approved Recyclable Materials, all Recyclable Materials must be reasonably clean and otherwise in a condition acceptable to commercial recycling facilities. Without limiting the foregoing, Approved Recyclable Materials mixed with i) more than a de minimis amount of Garbage, ii) 10% or more of materials other than Approved Recyclable Materials, or iii) any amount of Excluded Materials, shall be considered contaminated ("Contaminated"). Contractor may impose a fee or charge for placement of Contaminated Recyclable Materials in a Recycling Container for Collection, may charge for and dispose of such Contaminated materials as Solid Waste, and may refuse to accept such Contaminated materials.

**Exhibit B**  
**Operating Standards**

**EXHIBIT B**  
**RESIDENTIAL FRANCHISE AGREEMENT**  
**OPERATING STANDARDS**

**1. Contractor Standards**

- A. Contractor shall perform the Collection Services in a commercially reasonable manner using industry standard practice for comparable operations.
- B. Color and appearance of collection vehicles, containers, employee uniforms, and public education materials provided by Contractor will be designed to provide a standard representation of the company. If subcontractors are used, a distinct but uniform appearance of the subcontractor's equipment, vehicles, and personnel is required.

**2. Vehicles and Equipment**

Contractor shall furnish sufficient vehicles and equipment to provide all services required under this Agreement. Contractor's name, phone number, and vehicle identification number shall be visibly displayed on its vehicles in letters and figures. Contractor shall maintain all of its vehicles and equipment in a reasonably safe, clean, painted and operable condition. All Collection vehicles must be registered with the Department of Motor Vehicles of the State of Nevada. Vehicles shall be operated in compliance with all applicable safety and local ordinances. Collection vehicles shall be operated in a manner to minimize or prevent spilling, dripping or blowing of materials from the vehicle.

**3. Personnel**

**A. Employee Conduct**

Contractor shall reasonably train and supervise its employees i) to provide professional and courteous service to Customers and to other wise deal with the public in a professional and cautious manner and ii) to dress in clean uniform shirts with suitable identification.

**B. Employee Operational Requirements**

Contractor's employees shall i) not place Containers in a manner that blocks any driveway, sidewalk, mailboxes, or street, ii) shall close all gates opened by them in making collections, unless otherwise directed by the customer, and iii) shall exercise reasonable care to perform Collection Services in a reasonably quiet manner.

**C. Driver Qualifications**

All drivers shall be trained and qualified in the operation of Collection vehicles and must have in effect a valid license, of the appropriate class with appropriate endorsements, issued by the Nevada Department of Motor Vehicles. All Collection vehicle drivers shall also complete Contractor's in-house training program, which includes education on the use of Collection vehicles, Collection programs, and route information as well as Customer service practices and safety information.

**D. Background Checks**

To the extent permitted by Applicable Law, Contractor shall, prior to hiring a driver, request a report or reports from the State of Nevada indicating whether (i) the individual is listed by the State as a sexual predator and (ii) the individual has a felony record of violence with the State. Contractor will not employ an individual as a driver if those reports show that the individual is so listed or has such a record unless the reports are demonstrated to be erroneous. Once each calendar year, Contractor shall request from the Nevada Department of Motor Vehicles a report of violations committed by drivers employed by Contractor and shall take such action, if any, as Contractor deems appropriate based on such report. Contractor may satisfy these requirements with a background check performed by a third-party in the business of providing such background checks. Contractor shall be entitled to rely without further inquiry on the reports obtained from the State of Nevada or such third-party.

**E. Employee Safety Training**

Contractor shall provide reasonable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection or who are otherwise directly involved in such services. Contractor shall train its employees involved in Collection to identify and not to Collect Excluded Waste.

**F. No Gratuities**

Contractor shall direct its employees not to demand, solicit or accept, directly or indirectly, any additional compensation or gratuity from members of the public for the Collection Services under this Agreement. Contractor may permit its employees to accept holiday gifts.

**Exhibit C**  
**Scope of Services**



**Exhibit C  
Residential Franchise Agreement  
Scope of Services  
And Rates**

**Standard Services**

**Solid Waste Cart and Recycling Cart Options**

One 35 gallon Solid Waste Cart and one 64 gallon Recycling Cart	\$ 13.85
One 35 gallon Solid Waste Cart and one 96 gallon Recycling Cart	\$ 14.28
One 64 gallon Solid Waste Cart and one 96 gallon Recycling Cart	\$ 15.33
One 96 gallon Solid Waste Cart and one 96 gallon Recycling Cart	\$ 16.97
Senior Citizen Rate: One 35 gallon Solid Waste Cart and one 64 gallon Recycling Cart	\$ 12.37
Additional Monthly Cost for Yard Green Waste and 10 or 20 extra Stickers	

**Standard Rates**

**Collection of Sticker Materials <sup>1</sup>**

20 Stickers

Included in Standard Rate

<sup>1</sup> Each Sticker, when attached to a Sticker Item and placed Curbside, entitles Customer to collection of the Sticker Item

**Disposal Facility Access <sup>2</sup>**

Included in Standard Rate

<sup>2</sup> Four deposits per year at Designated Facility

**Menu Services**

Side Yard Service	\$ 11.33
Extra Sticker	\$ 2.25
Summer/Fall Sticker package (20 stickers)	\$ 40.00
Additional 96 gallon Solid Waste Cart	\$ 8.39
Additional 96 gallon Solid Waste Cart for Customers with existing 96 gallon Solid Waste Cart and 96 gallon Recycling Cart	\$ 5.37
Additional 96 gallon Recycling Cart	\$ 5.04
Additional 64 gallon Solid Waste Cart	\$ 8.75
Additional 64 gallon solid Recycling Cart	\$ 5.75
Side Yard Service - Senior/Disabled	No Charge

**Menu Rates**

**Bin Service - Residential**

**Bin Service**

**Bin Capacity**

Trip Charge<sup>3</sup>

**Rates**

4 Yard Bin Special -Single Service<sup>4</sup>

\$ 28.08

6 Yard Bin Special -Single Service<sup>4</sup>

\$ 80.58

\$ 107.99

<sup>3</sup>Inability to access or service Bin

<sup>4</sup>Delivery and pick up Bin-single service

**Miscellaneous**

Cart replacement (all size and type Carts) - If customer responsibility  
(Includes Cart and Cart delivery)

\$ 85.00

Final 111112

WM000912

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Joey Orduna Hastings  
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# EXHIBIT 6

# EXHIBIT 6



DOC # 4086834

02/23/2012 10:10:37 AM  
Requested By  
WASTE MANAGEMENT  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Fee: \$14.00 RPTT: \$0.00  
Page 1 of 1



APN #011-266-17  
ACCT #010-74135

NOTICE OF LIEN FOR GARBAGE FEES  
RESIDENTIAL USER

Waste Management of Nevada Inc., or its affiliates (WM of Nevada) pursuant to the authority conferred by Nevada Revised Statutes Section 444.520 and Washoe County Garbage Franchise Agreement section 5.8, claims a lien on the real property known as 347 TAYLOR ST W, RENO, NV more particularly described as follows:

Washoe County Assessor's Parcel #011-266-17

1. The owner(s) or reputed owner(s) of the described real property is/are **WEST TAYLOR STREET LLC**.
2. The garbage services rendered by Waste Management Inc. of Nevada for which this lien is claimed consist of Garbage Service fees and penalties, which have accrued monthly rate as set in the Washoe County Garbage Franchise Agreement.
3. The owner(s) or reputed owner(s) of the described real property has/have failed, neglected and refused to pay to Waste Management of Nevada Inc. the sums due on account of rendition of such garbage services, at the time the same were due and payable.
4. There is due and owing to Waste Management Inc. of Nevada by reason of the rendition of such garbage services, the sum of **\$489.47**, no part of which has been paid.

DATED: This 22 day of February 2012

Waste Management of Nevada Inc.

By Karen Gonzales  
KAREN GONZALES

STATE OF NEVADA )  
COUNTY OF WASHOE ) SS.

On the 22 day of February, 2012, personally appeared before me, a notary public, Karen Gonzales for Waste Management of Nevada Inc, who acknowledges that she executed this instrument.

WHEN RECORDED MAIL TO:

Waste Management of Nevada Inc.  
Attn: Karen Gonzales  
100 Vassar St.  
Reno, NV 89502



Tiffany Fuller  
NOTARY PUBLIC

WM000050

JA\_0225

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Transaction # 4365026 : azion

# EXHIBIT 7

# EXHIBIT 7



APN #011-266-17  
ACCT #010-74134

DOC # 4177148

11/26/2012 02:44:57 PM  
Requested By  
WASTE MANAGEMENT  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Fee: \$17.00 RPTT: \$0.00  
Page 1 of 1



NOTICE OF LIEN FOR GARBAGE FEES  
RESIDENTIAL USER

Waste Management of Nevada Inc., or its affiliates (WM of Nevada) pursuant to the authority conferred by Nevada Revised Statutes Section 444.520 and Washoe County Garbage Franchise Agreement section 5.8, claims a lien on the real property known as 345 TAYLOR ST W, RENO, NV more particularly described as follows:

Washoe County Assessor's Parcel #011-266-17

1. The owner(s) or reputed owner(s) of the described real property is/are
2. The garbage services rendered by Waste Management Inc. of Nevada for which this lien is claimed consist of Garbage Service fees and penalties, which have accrued monthly rate as set in the Washoe County Garbage Franchise Agreement.
3. The owner(s) or reputed owner(s) of the described real property has/have failed, neglected and refused to pay to Waste Management of Nevada Inc. the sums due on account of rendition of such garbage services, at the time the same were due and payable.
4. There is due and owing to Waste Management Inc. of Nevada by reason of the rendition of such garbage services, the sum of \$859.78, no part of which has been paid.

DATED: This 21 day of November 2012

Waste Management of Nevada Inc.

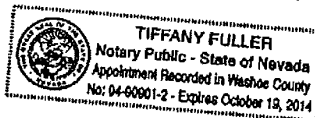
By   
KAREN GONZALES

STATE OF NEVADA )  
COUNTY OF WASHOE ) SS.

On the 21<sup>st</sup> day of November, 2012, personally appeared before me, a notary public, Karen Gonzales for Waste Management of Nevada Inc, who acknowledges that she executed this instrument.

WHEN RECORDED MAIL TO:

Waste Management of Nevada Inc.  
Attn: Karen Gonzales  
100 Vassar St.  
Reno, NV 89502



  
NOTARY PUBLIC

WM000051

JA\_0227

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# EXHIBIT 8

# EXHIBIT 8

CHAPTER.....

AN ACT relating to sanitation; revising the provisions governing the fees and charges levied by a municipality which has an approved plan for the management of solid waste; providing that any such unpaid fee or charge constitutes a lien against the property served; providing for the foreclosure of such a lien; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

**Section 1.** NRS 444.520 is hereby amended to read as follows:

444.520 1. The governing body of any municipality which has an approved plan for the management of solid waste may, by ordinance, provide for the levy and collection of other or additional fees and charges and require such licenses as may be appropriate and necessary to meet the requirements of NRS 444.460 to 444.610, inclusive.

2. The fees authorized by this section are not subject to the limit on the maximum allowable revenue from fees established pursuant to NRS 354.5989.

3. *Until paid, any fee or charge levied pursuant to subsection 1 constitutes a perpetual lien against the property served, superior to all liens, claims and titles other than liens for general taxes and special assessments. The lien is not extinguished by the sale of any property on account of nonpayment of any other lien, claim or title, except liens for general taxes and special assessments. The lien may be foreclosed in the same manner as provided for the foreclosure of mechanics' liens.*

4. *A lien against the property served is not effective until a notice of the lien, separately prepared for each lot affected, is:*

*(a) Mailed to the last known owner at his last known address according to the records of the county in which the property is located;*

*(b) Delivered to the office of the county recorder of the county in which the property is located;*

*(c) Recorded by the county recorder in a book kept by him for the purpose of recording instruments encumbering land; and*

*(d) Indexed in the real estate index as deeds and other conveyances are required by law to be indexed.*

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# EXHIBIT 9

# EXHIBIT 9



1 **1520**

2 Gregory S. Gilbert (6310)  
3 Bryan L. Wright (10804)  
4 HOLLAND & HART LLP  
5 9555 Hillwood Drive, 2nd Floor  
6 Las Vegas, Nevada 89134  
7 Tel: (702) 669-4600  
8 Fax: (702) 669-4650  
9 [gsgilbert@hollandhart.com](mailto:gsgilbert@hollandhart.com)  
10 [blwright@hollandhart.com](mailto:blwright@hollandhart.com)

11 - and -

12 Matthew B. Hippler (7015)  
13 HOLLAND & HART LLP  
14 5441 Keitzke Lane, 2nd Floor  
15 Reno, Nevada 89511  
16 Tel: (775) 327-3000  
17 Fax: (775) 786-6179  
18 [mhippler@hollandhart.com](mailto:mhippler@hollandhart.com)

19 *Attorneys for Defendants Waste Management*  
20 *of Nevada, Inc. and Karen Gonzales*

21 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

22 **IN AND FOR THE COUNTY OF WASHOE**

23 WEST TAYLOR STREET, LLC, a limited  
24 liability company,

25 Plaintiff,

26 vs.

27 WASTE MANAGEMENT OF NEVADA,  
28 INC., KAREN GONZALEZ, and DOES 1  
THROUGH 10,

Defendants.

**CASE NO.: CV12-02995**  
**DEPT. NO.: 4**

**DECLARATION OF BRYAN L. WRIGHT,  
ESQ. IN SUPPORT OF OPPOSITION TO  
PLAINTIFF'S MOTION FOR PARTIAL  
SUMMARY JUDGMENT**

I, Bryan L. Wright, Esq., declare as follow:

1. I am over the age of eighteen years, and have personal knowledge of the matters  
stated herein, except as to those matters stated upon information and belief, and as to those matters,  
I believe them to be true. If called as a witness, I would be competent to testify as to the matters  
stated in this Declaration.

2. I am an attorney with the law firm of Holland & Hart LLP, counsel of record for Defendant Waste Management of Nevada, Inc. ("Waste Management") in the above matter. I make this Declaration in support of Waste Management's Opposition (the "Opposition") to Plaintiff West Taylor Street, LLC's ("Plaintiff") Motion for Partial Summary Judgment.

3. A true and correct copy of the Enrolled version 2005 Senate Bill No. 354, as obtained from the Nevada Legislative Counsel Bureau, is attached to the Opposition as **Exhibit 8**.

4. A true and correct copy of the March 25, 2005 Introduced version 2005 Senate Bill No. 354, as obtained from the Nevada Legislative Counsel Bureau, is attached to the Opposition as **Exhibit 10**.

5. A true and correct copy of the Minutes of the Senate Committee on Government Affairs on April 6, 2005, as obtained from the Nevada Legislative Counsel Bureau, is attached to the Opposition as **Exhibit 11**.

6. A true and correct copy of Exhibit E to the Minutes of the Senate Committee on Government Affairs on April 6, 2005, as obtained from the Nevada Legislative Counsel Bureau, is attached to the Opposition as **Exhibit 12**.

7. A true and correct copy of the Assembly Committee on Health and Human Services on May 20, 2005, as obtained from the Nevada Legislative Counsel Bureau, is attached to the Opposition as **Exhibit 13**.

I declare under penalty of perjury under the law of the State of Nevada, that the foregoing is true and correct.

DATED this 28th day of March, 2014.

  
Bryan L. Wright, Esq.

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# EXHIBIT 10

# EXHIBIT 10

SENATE BILL NO. 354—SENATOR SCHNEIDER

MARCH 25, 2005

Referred to Committee on Government Affairs

SUMMARY—Revises provisions governing municipal solid waste management systems. (BDR 40-1153)

FISCAL NOTE: Effect on Local Government: No.  
Effect on the State: No.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to sanitation; revising the provisions governing the fees and charges levied by a municipality which has an approved plan for the management of solid waste; providing that any such unpaid fee or charge constitutes a lien against the property served; providing for the foreclosure of such a lien; authorizing the governing body of such a municipality to bring an action to recover such a fee or charge that is delinquent; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN  
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

- 1     **Section 1.** NRS 444.520 is hereby amended to read as follows:  
2     444.520 1. The governing body of any municipality which  
3     has an approved plan for the management of solid waste may, by  
4     ordinance, provide for the levy and collection of other or additional  
5     fees and charges and require such licenses as may be appropriate  
6     and necessary to meet the requirements of NRS 444.460 to 444.610,  
7     inclusive.  
8     2. The fees authorized by this section are not subject to the  
9     limit on the maximum allowable revenue from fees established  
10    pursuant to NRS 354.5989.  
11    3. *Until paid, any fee or charge levied pursuant to subsection*  
12    *1 constitutes a perpetual lien against the property served, superior*  
13    *to all liens, claims and titles other than liens for general taxes and*



1 *special assessments. The lien is not extinguished by the sale of any*  
2 *property on account of nonpayment of any other lien, claim or*  
3 *title, including liens for general taxes and special assessments.*  
4 *The lien may be foreclosed in the same manner as provided for the*  
5 *foreclosure of mechanics' liens. Before any such lien is*  
6 *foreclosed, the governing body of the municipality must hold a*  
7 *hearing on the lien after providing notice thereof by registered or*  
8 *certified first-class mail, postage prepaid, addressed to the last*  
9 *known owner of the property served at his last known address*  
10 *according to the records of the county in which the property is*  
11 *located.*

12 *4. As a remedy established for the collection of any fee or*  
13 *charge levied pursuant to subsection 1, an action may be brought*  
14 *in the name of the governing body of the municipality in any court*  
15 *of competent jurisdiction against any person who occupied the*  
16 *property when the service was rendered or against any person*  
17 *guaranteeing payment of the fee or charge, or against all such*  
18 *persons, for the collection of any such fee or charge that is*  
19 *delinquent.*

20 *5. A lien against the property served is not effective until a*  
21 *notice of the lien, separately prepared for each lot affected, is:*

22 *(a) Mailed to the last known owner at his last known address*  
23 *according to the records of the county in which the property is*  
24 *located;*

25 *(b) Delivered by the governing body of the municipality to the*  
26 *office of the county recorder of the county in which the property is*  
27 *located;*

28 *(c) Recorded by the county recorder in a book kept by him for*  
29 *the purpose of recording instruments encumbering land; and*

30 *(d) Indexed in the real estate index as deeds and other*  
31 *conveyances are required by law to be indexed.*



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# EXHIBIT 11

# EXHIBIT 11

**MINUTES OF THE  
SENATE COMMITTEE ON GOVERNMENT AFFAIRS**

**Seventy-third Session  
April 6, 2005**

The Senate Committee on Government Affairs was called to order by Chair Warren B. Hardy II at 2:01 p.m. on Wednesday, April 6, 2005, in Room 2149 of the Legislative Building, Carson City, Nevada. Exhibit A is the Agenda. Exhibit B is the Attendance Roster. All exhibits are available and on file at the Research Library of the Legislative Counsel Bureau.

**COMMITTEE MEMBERS PRESENT:**

Senator Warren B. Hardy II, Chair  
Senator Sandra J. Tiffany, Vice Chair  
Senator William J. Raggio  
Senator Randolph J. Townsend  
Senator Dina Titus  
Senator Terry Care  
Senator John Lee

**GUEST LEGISLATORS PRESENT:**

Senator Dean A. Rhoads, Northern Nevada Senatorial District  
Senator Maurice E. Washington, Washoe County Senatorial District No. 2  
Assemblyman Bob Seale, Assembly District No. 21

**STAFF MEMBERS PRESENT:**

Kim Guinasso, Committee Counsel  
Carolyn Simnad, Committee Secretary  
Michael Stewart, Committee Policy Analyst  
Catherine Barstad, Committee Secretary

**OTHERS PRESENT:**

Lori Vavak  
Patrick Douglas  
John L. Wagner, Burke Consortium of Carson City  
Chuck Christensen

Senate Committee on Government Affairs

April 6, 2005

Page 2

Gene Lepire

Larry M. Osborne, Chief Executive Officer, Carson City Area Chamber of Commerce

Sabra Smith-Newby, City of Las Vegas

Carole Vilardo, Nevada Taxpayers Association

Ronald L. Lynn, Clark County

Jessica Sferrazza, City Council, City of Reno

Jennifer Lazovich, Republic Services Incorporated

Dan Musgrove, Clark County

Jennifer Simich, Republic Services Incorporated

Caroline McIntosh, Assistant Superintendent, White Pine County School District

Anthony F. Sanchez, LS Power Development, Limited Liability Company

Steve K. Walker, Truckee Meadows Water Authority

John Erwin, Water Resources Manager, Truckee Meadows Water Authority

Gordon H. DePaoli, Truckee Meadows Water Authority; Walker River Irrigation District

Mike L. Baughman, Humboldt River Basin Water Authority

Bjorn (BJ) Selinder, Churchill County

Edwin James, Carson Water Subconservancy District

John Slaughter, Washoe County

Julie Wilcox, Southern Nevada Water Authority; Las Vegas Valley Water District

John M. Moore, Clear Channel Outdoor

Michael Bouse, Director, Building and Fire Safety, City of Henderson

Nicole J. Lambole, City of Reno; City of Reno Redevelopment Agency

Russell Rowe, American Council of Engineering Companies of Nevada

Pat Coward, Economic Development Authority of Western Nevada

Jay Parmer, Enhanced Capital Partners, Limited Liability Company

Gingee M. Prince, Enhanced Capital Partners, Limited Liability Company

Joseph W. Brown, Nevada Development Authority

CHAIR HARDY:

I call the Committee on Senate Government Affairs to order. We have a quorum present and will open the hearing with S.B. 412.

**SENATE BILL 412**: Requires counties and cities to adopt ordinances prohibiting overnight parking in certain parking facilities. (BDR 20-1343)



Senate Committee on Government Affairs  
April 6, 2005  
Page 3

LORI VAVAK:

I have been one of the owners of Double Dice RV Park in Elko since 1989. I also represent the National Association of RV Parks and Campgrounds (ARVC). Please refer to my prepared statement in favor of S.B. 412 (Exhibit C) which includes a letter from ARVC promoting the passage of this bill.

The campground and RV park businesses in Nevada are vital contributors to the local economy. Illegal parking-lot camping in Nevada is having a devastating effect. One of the fastest growing illegal campground chains is Wal-Mart. Wal-Mart operates unchecked and escapes state and local requirements for taxes, health and safety. There is no legal requirement for adequate fire control.

There is an onslaught of crime this practice produces as well as damage to our local environment. Illegal RV parks attract illegal patronage as criminals and homeless transients. At least one lawsuit is currently pending, involving Wal-Mart and the illegal camping issue. On behalf of ARVC, I urge you to address this issue immediately and work to validate the importance of the recreational vehicle industry within the State of Nevada.

SENATOR LEE:

There are times when the legal camping organizations cannot handle all the RV traffic. In southern Nevada we have the Las Vegas Motor Speedway, and people follow these races all over the United States. Senator Raggio pointed out the National Championship Air Races in Reno every year attract campers from all over. Does the language in S.B. 412 preclude the air races and the Speedway from putting in an area for this overflow of vehicles?

MS. VAVAK:

I really cannot answer that. If these situations keep causing a magnitude of traffic overflow, then people will invest in RV parks. The smaller, rural areas do not have that problem. Each municipality would have to address the situation of special events and the influx of need for additional space.

SENATOR LEE:

I would like to craft the language of S.B. 412 to protect the tourist-based, single-event situations that attract large groups of people who travel to these annual events.

Senate Committee on Government Affairs  
April 6, 2005  
Page 4

CHAIR HARDY:

Senator Rhoads, welcome to the Committee. Since S.B. 412 was introduced at your request, would you like to comment?

SENATOR DEAN A. RHOADS (Northern Nevada Senatorial District):

These people came to me last summer and brought up the fact that Wal-Mart and other such organizations were in direct competition. At one point, the fairgrounds was doing the same thing, and it became a problem between the park owners, the fairgrounds and the county commissioners. The counties could enforce laws already in place, but have not.

SENATOR CARE:

Do you have a copy of the Wal-Mart newsletters? If I were in charge of Wal-Mart and I willingly solicited people to camp overnight in my parking lot, I would be concerned about all manner of liability and civil action exposure. I would just like to read what is contained in the rules and regulations of this type of service from Wal-Mart. Could you get that to us?

MS. VAVAK:

Everything you need to know can be found on the Internet. You will find that they have a blatant disregard for local city ordinances, zoning and the legitimate RV campground owners. They do not care that they are violating the law. We need some sort of mandate to make the local governments address this issue. They will not voluntarily comply.

CHAIR HARDY:

This kind of ordinance or regulation should reside at the local level. I am reluctant to have the State Legislature mandate something for local government. Have your groups petitioned the local governments? This is a problem they should address. People are best served by the level of government closest to the people. This definitely fits into that category.

MS. VAVAK:

There are requirements at the State level for legal campgrounds. We have exhausted every avenue of local government in our plight to have these laws enforced. There are a number of pending lawsuits. The county commissioners have ignored the problem. They refuse to step in and enforce the State requirement laws. In some cases, when we asked them to enforce the regulations, the county commissioners removed the regulations in question.

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PATRICK DOUGLAS:

I am the owner of Shamrock RV Park in Reno. We have been a member of California Travel Parks Association since the day we opened our 5-star RV park 18 years ago. This issue has escalated over the years, getting out of control, and nothing is being done. The health and safety issues involved are astronomical. The city and county liability is pushed every time one of these campers stay overnight in an illegal camp facility. Douglas County is one of a few cooperative counties. They enforce the requirements for overnight campgrounds. We are not here to enforce the laws for special events as mentioned about Clark County. They operate under a special permit. We can adjust to those situations. The special events are not what destroy our industry.

JOHN L. WAGNER (Burke Consortium of Carson City):

We generally do not like to have the State mandate to the counties. We tried to draft fair legislation considering all safety and health issues. There should be restrictions on RV parking.

SENATOR CARE:

Parking spaces at the casinos are configured so the RV campers are invited to stay overnight. If they are not staying in a room, there are parking areas large enough to accommodate them. It is as though they are welcome and encouraged to stay there. An example would be Sam's Town, on the way to Las Vegas. They have overnight parking all the time.

MR. WAGNER:

All the towns have RV parks and hookups. We are talking concern for the larger cities, as Las Vegas.

CHUCK CHRISTENSEN:

The reason the State should participate is because it is heavily involved in seeing that my little Kampground of America in Ely adheres to all the rules and regulations of a legal campground. I ask only that you level the playing field. If Wal-Mart wants a legal camp facility, let them put in all the necessary equipment and abide by the rules. If the cities and counties will not take care of the problem, it is time for the State to become involved.

SENATOR TITUS:

Please explain some of the rules and restrictions placed on the RV parks and the costs.

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MR. CHRISTENSEN:

The requirements for separation of units, fire safety devices, sewers and septic tanks for sanitary facilities are paramount. Sewers do not run through White Pine County. Septic tanks are expensive, and the Nevada State Health Division is involved in enforcing these requirements. It cost 28 cents a gallon to get rid of septic. I have 18,000 gallons in septic tanks. There is a huge cost.

SENATOR TITUS:

How is power handled for your RV park?

MR. CHRISTENSEN:

Power supply is not a requirement. If you do provide power, you have to abide by the law. There are certain specifications you have to meet for safety purposes.

SENATOR TITUS:

Do you have playgrounds and picnic tables? There must be a cost in providing these sorts of amenities.

MR. CHRISTENSEN:

Amenities are not the problem. Those things are part of the business. Anybody in the legal RV park business prepares for these kinds of expenses. My complaint is that I cannot compete against the State of Nevada, if they allow everybody else to operate without adhering to the laws.

CHAIR HARDY:

Those are traditionally powers and responsibilities that state government has provided the local governments.

MR. CHRISTENSEN:

The State Health Division sets the laws and standards. The State Health Division is where my monthly checks get mailed.

CHAIR HARDY:

I understand what you are saying, and your point is well-taken. However, the enforcement is through the cities and counties.

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GENE LEPIRE:

I have been in the RV industry in Carson City for 35 years. I direct my comment to Senator Lee's concern over the single, annual events such as the NASCAR races. I attended NASCAR with my motor home. The parking lines were marked 20 feet wide by 40 feet long with white paint to accommodate recreational vehicles. I recommend that we include those rules in a statute. The size of the lot provided for the recreational vehicle is important when you consider there are propane tanks on those vehicles. Four hours is sufficient time for parking in any public parking facility. We need help from the State. The cities have not helped the RV park owners.

SENATOR CARE:

Senate Bill 412, as proposed, does not state that you have to park in an RV park. It simply prohibits parking in a commercial context where you have a shop, store or other businesses. Are you suggesting we word S.B. 412 to cover daytime, high-volume, retail-business parking lots with a 4-hour restriction?

MR. LEPIRE:

We need to mandate a 4-hour limit, and the parking areas have to be 40 feet long by 20 feet wide.

CHAIR HARDY:

We will hear testimony in opposition to S.B. 412.

LARRY M. OSBORNE (Chief Executive Officer, Carson City Area Chamber of Commerce):

We oppose S.B. 412 because this should be a local issue for local government. Carson City has been putting together an RV ordinance. We have collected comment from local business owners, local residents and casino owners concerning this proposed ordinance. Enforcement of existing local laws seems to be the problem, which is all the more reason to put it back on local government where it belongs. We encourage you not to pass this bill because it will take away the authority of local government.

SABRA SMITH-NEWBY (City of Las Vegas):

We are generally neutral on the issue of whether or not RV owners may park in parking lots. However, we do have two objections to the manner in which this bill would affect us. First, it would mandate that we pass an ordinance. We suggest this be amended in the *Nevada Revised Statutes* (NRS) rather than

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mandated by the individual, local jurisdictions. Secondly, enforcement seems to work better when handled by the owners of the individual parking lots. It is as simple as posting a sign in the parking lot prohibiting parking over four hours. When vehicle owners violate the posting, their vehicles will be towed at their own expense.

CHAIR HARDY:

Is there anybody else who would like to testify in opposition of S.B. 412? There are still a number of people in opposition who have signed in. Your opposition will be noted for the record. We will be dealing with this in work session within the next ten days.

We will close the hearing on S.B. 412 and open the hearing on S.B. 184.

**SENATE BILL 184**: Revises provisions relating to enterprise funds. (BDR-31-23)

SENATOR TERRY CARE (Clark County Senatorial District No. 7):

Senate Bill 184 goes to enterprise funds, which are currently used for building permit fees, barricade and encroachment fees. The purpose of the bill is to establish an advisory committee to offer suggestions on how to better operate these funds. We do have a need to process this bill.

CAROLE VILARDO (Nevada Taxpayers Association):

I am speaking in favor, as amended, with two additional amendments to S.B. 184 (Exhibit D). My intent was to capture all enterprise funds, including golf courses. Some local governments take the position that this is problematic for the utilities and some other areas. I offered the amendment which would remove all the enterprise funds and restrict S.B. 184 to the building funds. There will still be local governments that have objections to this. I have made every attempt to make this information available to all local governments, and I am still getting responses. With regard to section 2 and setting up a committee, I recently learned that at least two local governments already have advisory committees. Ms. Guinasso, could we change the language to say "local government or its designee"?

CHAIR HARDY:

Mr. Lynn, please come forward and identify the issues where we have agreement. I would like to have one representative from each entity testifying. I do not know if Ms. Vilardo's removal of the local-government-enterprise-funds

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language is helpful to anybody. Apparently, that does not resolve all of their concerns. To the issue that Ms. Vilardo just addressed, Mr. Lynn, do you have any comments?

RONALD L. LYNN (Clark County):  
Fundamentally, I am still confused. I am still digesting some of the newest amendments. I received a portion of them last night and a portion of them just a few minutes ago.

CHAIR HARDY:  
We are not going to ask you to make a statement without having a chance to review the amendments. At the conclusion of this hearing, you may go to my office and work on these issues. We will bring this back as early as next Monday in work session. From the City of Reno, did you have any comments to make on Ms. Vilardo's testimony thus far?

JESSICA SFERRAZZA (City Council, City of Reno):  
We are opposed to S.B. 184 the way it is written. We did have issues. I have the chairperson of our Building Enterprise Fund Committee here, Michael Cate, along with Mark Sullivan, who represents the Associated General Contractors. We established a nine-member committee, appointed by the city council. They make the recommendations, and that committee has worked well in addressing concerns from our constituents that growth was not paying for itself.

CHAIR HARDY:  
Are you telling us that this bill is not fixable?

MS. SFERRAZZA:  
It is fixable. There are some amendments that can be made, and we need time to do it. We just heard about this today.

CHAIR HARDY:  
You can take some time, now, to discuss and clearly identify the areas of agreement and disagreement and work on the areas of disagreement and bring irreconcilable differences back to the Committee. I ask you to return to this Committee at a time certain of 4 p.m., today, with your findings. Please,

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have only one representative return to speak from each entity. When you bring the bill back, there will be ample opportunity for everyone to get on the record.

We will open the hearing on S.B. 354.

**SENATE BILL 354**: Revises provisions governing municipal solid waste management systems. (BDR 40-1153)

JENNIFER LAZOVICH (Republic Services Incorporated):

We have made every effort to involve all concerned with S.B. 354 in creating this amendment (Exhibit E). The current language in the NRS gives the authority to each municipality to create, by adoption of an ordinance, a perpetual lien against a property for unpaid fees. This is a way for garbage companies to collect on unpaid bills. We want to pursue the unpaid bills, since the garbage companies are required to pick up the garbage no matter what happens. I have worked with Clark County on this amendment and arranged for every local government to have a copy of this handout.

DAN MUSGROVE (Clark County):

The solid-waste service provider in Clark County does not have the ability to lien the property of those customers who do not pay their bills. While S.B. 354 would extend the ability to lien customers in Clark County, it does add some unnecessary language. That is why we have requested this amendment, Exhibit E. We support S.B. 354 as amended.

SENATOR CARE:

I agree with these proposed amendments. The only way this is going to work is the owner of the property will have to ultimately address the lien, even if he had a tenant in violation. May the owner of a residence opt out of receiving garbage service and become a disinterested owner?

MR. MUSGROVE:

I do not believe they can.

JENNIFER SIMICH (Republic Services Incorporated):

We just revamped our city ordinances. If you opt out of garbage services, you are required to provide proof that your water is also turned off.



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CHAIR HARDY:

Then, there is a process in place.

SENATOR CARE:

If the lien is attached, would it be an automatic charge? Would it be a \$5 lien as opposed to a \$300 or \$400 lien? Is Republic Services Incorporated permitted to stop collecting the trash if the bill is not paid after a certain period of time? Could this be a substantial amount of money?

MS. LAZOVICH:

Republic Services is not permitted to refuse garbage pickup for nonpayment. The lien would be in the amount of the overdue bill. The customers are billed approximately \$33 per quarter, on a quarterly basis. If they are two quarters in arrears, the lien would be in the amount of \$66. Over 75 percent of the people actually pay the bill once they receive a notice of intent to lien. This is a long process. Customers receive about six requests for payment before they receive an intent to lien notice.

MR. MUSGROVE:

The main reason the garbage service provider cannot refuse to pick up the trash has to do with health issues. There is a part of the franchise agreement that relates to community health standards. They will not leave garbage behind. They pick it up twice a week and expect customers to pay for it.

CHAIR HARDY:

We have hired a new district attorney, and he has requested that everything be specifically outlined.

MR. MUSGROVE:

Exactly.

CHAIR HARDY:

Do we have any more testimony for or against S.B. 354? We will close the hearing on S.B. 354. We will open the hearing on S.B. 466.

**SENATE BILL 466**: Makes various changes concerning sale or lease of water rights by local governments (BDR 20-1351)

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CHAIR HARDY:

Committee, this is the bill I requested in conjunction with our hearing on the Washoe County Water Auction. The bill came back drafted exactly the way I requested. However, it is incorrect. My intention is to have our legal counsel draft an amendment that simply says if a local government entity disposes of water, it cannot dispose of the water at more than fair market value. It has to be fair market value or less. We need to consider the enforcement side of the amendment as well.

CAROLINE MCINTOSH (Assistant Superintendent, White Pine County School District):

You have the letter from White Pine County Commissioner John A. Chachas (Exhibit F). We are concerned with the language in S.B. 466 and how it will affect our long-term economic revival. The sale of the water rights by our local government is problematic for our plans, economically.

CHAIR HARDY:

The proposal I have put forward does not determine where water rights are sold. They can be sold to a private entity, to anyone, as long as they are sold for fair market value or less. White Pine County brought this issue to the forefront. This should take care of your concerns.

ANTHONY F. SANCHEZ (LS Power Development, Limited Liability Company):

We are working with White Pine County. Based on the amendment as you have outlined, we are pleased with and in favor of S.B. 466.

STEVE K. WALKER (Truckee Meadows Water Authority):

We have an amendment proposed through the Washoe County Department of Water Resources (Exhibit G). I would like to introduce John Erwin, Director of Water Resources for Truckee Meadows Water Authority (TMWA) and our counsel, Gordon DePaoli.

JOHN ERWIN (Water Resources Manager, Truckee Meadows Water Authority):

We are concerned that the language has the potential to limit the opportunity for a local government or even the TMWA to maximize its value of some assets. The economic benefit gets transferred from those for whom the bill is intended to avail, which is the public, to the developer.

CHAIR HARDY:

That would depend on your definition of public benefit.

MR. ERWIN:

Exactly. I am not saying if it is good or bad. If you want to maximize the value for the local government to sell on the open market, the open bid process does provide the maximum return on the asset. The other concern is in looking toward the future. The ability to maximize returns on investments through the sale of an open bid process does allow the governments and utilities to move between resources. They will get as much money as they can from one resource and invest those funds in the other resource. The property values are also of concern.

CHAIR HARDY:

Thank you for bringing that up. There will be a statement in the amendment with regard to that issue, where there is water associated with the land. We have to have some mechanism of knowing the land is not sold just to get at the water rights. That will be something we will address with our legal counsel. With regard to the other issues you brought up, this is precisely why I brought this forward. I understand the policy question you are asking. This is designed to address that policy question. I certainly have made up my mind on that issue.

GORDON H. DEPAOLI (Truckee Meadows Water Authority; Walker River Irrigation District):

If I understood correctly, you indicated the water rights, including an irrigation district owned by a local government, can be sold to anyone at no more than fair market value. The principal concern of the District was the inability to sell to farmers. I agree with Mr. Erwin that local governments ought to get what they can for their assets.

CHAIR HARDY:

I agree with that as well, except in the case of our most precious natural resource, which ought to be put to use for the benefit of the people of Nevada. I understand the policy argument that more money would allow us to build parks and roads, which is a benefit to the people. We have to follow that scenario to the logical conclusion which, in our current water law, could be problematic.

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MR. DEPAOLI:

Ultimately, there are going to be private sales in the market. Appraisers will pick up on those, and the fair market value is going to rise.

SENATOR CARE:

Maybe we should get to this in a work session. The definition of fair market value is what a buyer is willing to pay. It is different when we are talking about water rights. Once you own the water rights, how do you get the water from where it is to where you want it to be? Maybe a distinction should be made between fair market value and what someone is willing to pay.

MR. DEPAOLI:

Appraisals are simply a look backwards at what someone paid at a prior time. That is how fair market value is established. The ultimate test of fair market value is what someone will pay today. Senate Bill 466 will prevent an up-to-the-minute determination of fair market value determined by what I am willing to take and what you are willing to pay.

CHAIR HARDY:

It has never been my intent to interfere with the selling of privately held water rights. My issue is the role of local governments in driving that market. Local governments are in unique positions, as purveyors of water and other services, to drive the price up, as illustrated by Washoe County.

MIKE L. BAUGHMAN (Humboldt River Basin Water Authority):

The Humboldt River Basin Water Authority originally signed in to oppose S.B. 466. Your amendment goes a long way to alleviate our concerns. I would share the concern of others about the issue of fair market value. Another living resource in our State is land, which is 87 percent controlled by the federal government. When we do land sales at the local government level, we are required, by law, to hold a public auction. When people come to bid at that auction, the high bid becomes the fair market value of that day.

BJORN (BJ) SELINDER (Churchill County):

We have supplied some written testimony on behalf of Churchill County in opposition to S.B. 466 (Exhibit H). In Churchill County, we operate on annual leases. There is a difference in value, based on quantity and size of parcel. This issue will be interesting in regard to the amount of water, whether it is a small quantity versus large quantity of hundreds of acres.

1                   **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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4                   Electronically Filed  
5                   Jul 20 2018 03:22 p.m.  
6                   Elizabeth A. Brown  
7                   Clerk of Supreme Court

8                   WASTE MANAGEMENT OF  
9                   NEVADA,

Supreme Court Case No. 74876

10                                   Appellant,

District Court Case No. CV12-  
02995

11                   vs.

12                   WEST TAYLOR STREET, LLC,

13                                   Respondent.

14                   \_\_\_\_\_/

15                                   **JOINT APPENDIX**  
16                                   **VOL. 1**

17  
18                   **APPELLANTS' COUNSEL:**

**RESPONDENT'S COUNSEL:**

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**APPENDIX**

<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>BATES</u></b>
Affidavit of C. Nicholas Pereos in Support of Motion for Martial Summary Judgment	03/11/2014	1	JA_0051-54
Affidavit of Teri Morrison in Support of Motion for Partial Summary Judgment	03/11/2014	1	JA_0048-50
Affidavit of Teri Morrison in Support of Opposition to Motion for Summary Judgment	10/18/2016	5	JA_1037-1040
Amended Judgment	03/22/2018	5	JA_1091-1092
Complaint	12/03/2012	1	JA_0001-5
Defendant's Answer to Plaintiff's Complaint	09/16/2013	1	JA_0009-13
Defendants' Answer to Plaintiff's Second Amended Complaint	07/14/2014	2	JA_00394-398
Defendants' Motion for Summary Judgment on Plaintiff's Slander of Title Claim	09/06/2016	3-4	JA_0614-864
Defendants' Reply in Support of Motion for Summary Judgment on Plaintiff's Slander of Title Claim	10/24/2016	5	JA_1041-1047
First Amended Complaint	02/14/2014	1	JA_0020-25

First Amended Scheduling Order	04/19/2017	5	JA_1060-1066
Judgment	12/29/2017	5	JA_1080-1081
Motion for Partial Summary Judgment	03/11/14	1	JA_0026-47
Motion for Partial Summary Judgment	09/03/2014	2	JA_0419-428
Notice of Appeal	12/02/2015	3	JA_0571-573
Notice of Appeal	01/08/2018	5	JA_1088-1090
Notice of Entry of Amended Judgment	03/23/2018	5	JA_1093-1099
Notice of Entry of Judgment	12/03/2015	3	JA_0574-580
Notice of Entry of Judgment	01/08/2018	5	JA_1082-1087
Notice of Entry of Judgment/Order	06/22/2016	3	JA_0582-605
Notice of Entry of Judgment/Order	06/22/2016	3	JA_0606-613
Opposition to Motion for Partial Reconsideration	11/05/2014	3	JA_0526-537
Opposition to Plaintiff's Motion for Partial Summary Judgment	03/28/2014	1-2	JA_0055-329
Opposition to Motion for Summary Judgment on Claims for Slander of Title	10/18/2016	4-5	JA_0865-1036
Order	07/28/2014	2	JA_0399-418

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Order Denying Defendants' Motion for Partial Reconsideration	02/06/2015	3	JA_0551-554
Order Dismissing Appeal	03/07/2016	3	JA_0581
Order on Defendants' Motion for Summary Judgment	03/28/2017	5	JA_1050-1059
Partial Summary Judgment	10/01/2015	3	JA_0568-570
Renewed Motion for Summary Judgment	05/13/2015	3	JA_0555-557
Reply Argument in Support of Motion for Partial Summary Judgment	04/11/2014	2	JA_0330-344
Reply Argument in Support of Motion for Partial Summary Judgment (Second)	05/13/2015	3	JA_0558-561
Reply in Support of Waste Management of Nevada, Inc.'s Motion for Partial Reconsideration of the Court's July 28, 2014 Order	12/01/2014	3	JA_0538-547
Request for Submission	12/02/2014	3	JA_0548-550
Request for Submission	10/24/2016	5	JA_1048-1049
Request for Submission	12/21/2017	5	JA_1073-1079
Request for Submission of Judgment for Partial Summary Judgment	09/25/2015	3	JA_565-567



Request for Submission of Second Motion for Partial Summary Judgment	05/13/2015	3	JA_0562-564
Scheduling Order	01/07/2014	1	JA_0014-19
Second Amended Complaint	06/27/2014	2	JA_0387-393
Second Amended Scheduling Order	09/22/2017	5	JA_1067-1072
Stipulation	10/29/2014	3	JA_0523-525
Summons	01/31/2013	1	JA_0006
Summons (Alias)	06/04/2013	1	JA_0007-8
Transcript of Proceedings Status Conference	05/07/2014	2	JA_0345-386
Waste Management of Nevada, Inc.'s Motion for Leave to File Motion for Partial Reconsideration of the Court's July 28, 2014 Order	09/26/2014	2	JA_0444-452
Waste Management of Nevada, Inc.'s Motion for Partial Reconsideration of the Court's July 28, 2014 Order	09/26/2014	2	JA_0453-522
Waste Management of Nevada, Inc.'s Opposition to Plaintiff's Second Motion for Partial Summary Judgment	09/25/2014	2	JA_0429-443

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☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

☐ By electronically filing the foregoing with the Clerk of the Court for the Nevada Supreme Court by using the appellate CM/ECF Electronic Notification System on the date below. The following participants in the case are registered CM/ECF users and will be served by the appellate CM/ECF system:

☐ by personal delivery/hand delivery addressed to:

☐ by facsimile (fax) addressed to:

☐ by Federal Express/UPS or other overnight delivery addressed to:

  
JODI ALHASAN

ORIGINAL

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WEST TAYLOR STREET VS WASTE 5 Pages  
District Court 12/03/2012 02 03 PM  
Washoe County  
\$1425  
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1 CODE: \$1425  
2 C. NICHOLAS PEREOS, ESQ.  
3 Nevada Bar #0000013  
4 1610 MEADOW WOOD LANE, STE. 202  
5 RENO, NV 89502  
6 (775) 329-0678

7 ATTORNEYS FOR PLAINTIFF

FILED  
2012 DEC -3 PM 2:03  
JOEY PEREOS  
CLERK OF THE COURT  
BY: *[Signature]*

8 IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA  
9 IN AND FOR THE COUNTY OF WASHOE

\*\*\*\*\*

10 WEST TAYLOR STREET, LLC,  
11 a limited liability company,

12 Plaintiff,

13 vs.

14 WASTE MANAGEMENT OF NEVADA,  
15 INC., KAREN GONZALEZ, and  
16 DOES 1 THROUGH 10,

17 Defendants.

Case No. CV12 02995  
Dept. No. 4

18 COMPLAINT

19 Plaintiff, WEST TAYLOR STREET, LLC, by and through counsel, C. Nicholas  
20 Pereos, complains of Defendants, and each of them, and for a claim for relief avers as  
21 follows:

22 FIRST CLAIM FOR RELIEF

23 I

24 Defendants DOES 1 through DOES 10 are sued herein as fictitious names because  
25 their true names and capacities of said Defendants are not now known by Plaintiff and  
26 Plaintiff will ask leave to amend the Complaint when it becomes known by it.

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II

At all times herein mentioned, Defendants are agents and employees of the remaining Defendants in each of them acting in the course of scope of said agency and employment.

III

At all times herein mentioned, Plaintiff, West Taylor Street, LLC, is a limited liability company doing business in the State of Nevada and owns that certain real property located at 345 West Taylor Street, Reno, Nevada with Washoe County Assessor's Parcel 011-266-17.

IV

On or about the 23<sup>rd</sup> day of February, 2012, Defendants did cause to record a notice of lien for garbage fees under Document No. 4086834 at the Washoe County Records Office, Reno, Nevada.

V

Subsequent to the recording of the subject lien Plaintiff made repeated demands upon Defendant for corroboration of the amount set forth in the lien for unpaid garbage fees to which Defendant alleges monies to be due.

VI

On or about November, 2012, Defendants sent corroborative information concerning the basis for the subject lien at which point in time, Plaintiff responded by providing Defendant an accounting of payments that were made that were purportedly the basis for the unpaid amounts owed to the Defendants. Plaintiff made demand upon the release of the lien given its incorrect filing and Defendants refuses to release the subject lien.

VII

On or about November 15, 2012, Defendants caused to send to Plaintiff a notice of intent to lien for a different amount on the subject property notwithstanding the earlier lien.

1 VIII

2 Plaintiff is informed and believes and thereon alleges that the basis for any lien  
3 against the subject property is by reason of Nevada Revised Statute 444.520.

4 IX

5 Pursuant to NRS 444.520, any lien against the subject property was to be  
6 foreclosed consistent with foreclosure of mechanic's lien.

7 X

8 At no time has Defendant undertaken a foreclosure of any lien pursuant to the  
9 mechanic's lien laws and Plaintiff prays for a declaratory judgment from this Court  
10 decreeing and declaring that said lien is of no effect and no longer encumbers Plaintiff's  
11 property.

12 XI

13 Plaintiff has been required to employ the services of an attorney to file and  
14 prosecute this action and is entitled to an allowance of attorneys fees as special damages  
15 by reason thereof.

16 **SECOND CLAIM FOR RELIEF**

17 I

18 Adopt by reference and make a part hereof each and all of the statements and  
19 averments contained in the First Claim for Relief hereinabove.

20 II

21 At all times herein mentioned, the basis for the recording of any lien for garbage  
22 fees arises by reason of statutory edict. Plaintiff is informed and believes that said  
23 statutory scheme does not provide for an opportunity to contest the legitimacy of the  
24 recording of the lien or any opportunity to be heard by the lien debtor and no mechanism  
25 for commencement of a dispute resolution concerning the lien or the amount of the lien.

26 III

27 The subject statutory scheme of NRS 444.520 mandates service of a notice of lien  
28 but does not provide for any mechanism by which there is an opportunity to be heard by

1 the owner of the property, the opportunity to contest the legitimacy of the lien by the owner  
2 of the property, or an obligation of the lien claimant a methodology for dispute resolution  
3 to an impartial tribunal by reason of the recording of the notice of lien.

4 IV

5 Should this Court determine that there is no obligation by Defendant to  
6 conform to the mechanic lien laws for the foreclosure of said lien as dictated in the statute  
7 of Nevada mandating the commencement of a lawsuit within six months of the recording  
8 of the lien, then the recording of said lien deprives Plaintiff of its property by due process  
9 of law and the subject statute is unconstitutional according to Constitution of the State of  
10 Nevada and these United States.

11 **THIRD CLAIM FOR RELIEF**

12 I

13 Adopt by reference and make a part hereof each and all of the statements and  
14 averments contained in the First Claim for Relief hereinabove.

15 II

16 At all times herein mentioned, Defendants knew or should have known that the  
17 recording of the subject lien was without basis or merit and that the recording would impact  
18 and impair Plaintiff's ownership of the property.

19 III

20 At all time herein mentioned, Defendants have caused to slander Plaintiff's title  
21 proximately causing the damages mentioned herein.

22 IV

23 As a proximate result of the foregoing, Plaintiff has sustained special damages  
24 consisting of attorney's fees for purposes of removing the slanderous document from  
25 Plaintiff's title ownership for an amount in excess of \$40,000.

26 V

27 As a proximate result of the foregoing, Plaintiff has sustained general damages in  
28 a sum in excess of \$40,000.

VI

Plaintiff has been required to employ the services of an attorney to file and prosecute this action and is entitled to special damages by reason of the same.

WHEREFORE, Plaintiffs pray for Judgment against Defendants, and each of them, as follows:

1. For general damages in a sum in excess of Forty Thousand Dollars (\$40,000.00).

2. For special damages consisting of attorney's fees for a sum in excess of Forty Thousand Dollars (\$40,000.00).

3. For costs of suit herein.

4. For reasonable attorneys fees herein.

5. For such other and further relief as may be just and proper.


6. For a declaration from this Court that Plaintiff was required to comply with mechanic lien laws in connection with the recording of the subject lien referenced herein.

7. Alternatively, for a ruling from this Court that the subject statute is unconstitutional.

The undersigned affirms that the foregoing pleading does not contain a social security number.

DATED this 3<sup>rd</sup> day of December, 2012.

C. NICHOLAS PEREOS, LTD.

By:   
C. NICHOLAS PEREOS, ESQ.  
1610 MEADOW WOOD LANE  
RENO, NV 89502  
ATTORNEY FOR PLAINTIFF

C:\Shared\CLIENTS\Waste Management\Pleading\Complaint.wpd

ORIGINAL

CV12-02995  
DC-990042707-013  
WEST TAYLOR STREET VS WASTE Mgt Page  
District Court 01/31/2013 02:15 PM  
Washoe County  
4085  
HAB

CODE 4085

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JOEY ORDUNA HASTINGS  
CLERK OF THE COURT

BY 103400

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

WEST TAYLOR STREET, LLC, a limited  
liability company

Petitioner(s)/Plaintiff(s),

vs.

WASTE MANAGEMENT OF NEVADA, INC.,  
KAREN GONZALEZ, and DOES 1 through 10

Respondent(s)/Defendant(s).

Case No

CV12 02995

Dept. No

4

SUMMONS

TO THE DEFENDANT: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN 20 DAYS.  
READ THE INFORMATION BELOW VERY CAREFULLY.

A civil complaint or petition has been filed by the plaintiff(s) against you for the relief as set forth in that  
document (see complaint or petition). When service is by publication, add a brief statement of the object of the  
action. See Nevada Rules of Civil Procedure, Rule 4(b).

The object of this action is: Title to Property

1. If you intend to defend this lawsuit, you must do the following within 20 days after service of  
this summons, exclusive of the day of service:
  - a. File with the Clerk of the Court, whose address is shown below, a **formal written  
answer** to the complaint or petition, along with the appropriate filing fees, in  
accordance with the rules of the Court, and;
  - b. Serve a copy of your answer upon the attorney or plaintiff(s) whose name and address  
is shown below.

2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may  
enter a judgment against you for the relief demanded in the complaint or petition.

Dated this 3 day of December, 20 12

Issued on behalf of Plaintiff(s).  
WEST TAYLOR STREET, LLC

Name C. Nicholas Perea, Esq.  
Address: 1610 Meadow Wood Lane, Suite 202  
Reno, NV 89502  
Phone Number: 775/329-0678

JOEY ORDUNA HASTINGS  
CLERK OF THE COURT

By: [Signature]

Deputy Clerk

Second Judicial District Court  
75 Court Street  
Reno, Nevada, 89501



ORIGINAL

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2013 JUN -4 PM 1:12

JOEY ORDUNA HASTINGS  
CLERK OF THE COURT

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

WEST TAYLOR STREET, LLC, a limited  
liability company,

Petitioner(s)/Plaintiff(s),

vs.  
WASTE MANAGEMENT OF NEVADA, INC.,  
KAREN GONZALEZ, and DOES 1 through 10  
Respondent(s)/Defendant(s).

Case No. CV12-02995

Dept. No. 4

ALIAS **SUMMONS**

TO THE DEFENDANT: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN 20 DAYS.  
READ THE INFORMATION BELOW VERY CAREFULLY.

A civil complaint or petition has been filed by the plaintiff(s) against you for the relief as set forth in that document (see complaint or petition). When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b).  
The object of this action is: Title to Property

1. If you intend to defend this lawsuit, you must do the following within 20 days after service of this summons, exclusive of the day of service:
  - a. File with the Clerk of the Court, whose address is shown below, a **formal written answer** to the complaint or petition, along with the appropriate filing fees, in accordance with the rules of the Court, and;
  - b. Serve a copy of your answer upon the attorney or plaintiff(s) whose name and address is shown below.
2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint or petition.

Dated this 6th day of May, 2013

Issued on behalf of Plaintiff(s):  
WEST TAYLOR STREET, LLC.

Name: C. Nicholas Pereos, Esq.  
Address: 1610 Meadow Wood Lane, Suite 202  
Reno, NV 89502  
Phone Number: 775/329-0678

JOEY ORDUNA HASTINGS  
CLERK OF THE COURT

By: [Signature]  
Deputy Clerk  
Second Judicial District Court  
75 Court Street  
Reno, Nevada 89501

# PROOF OF SERVICE

Initiator: **C. Nicholas Pereos Ltd.**  
**1610 Meadow Wood Ln #202**  
**Reno, NV 89502**

Phone: (775) 329-0678

Attorney for: **West Taylor Street, LLC.**

Court: **2nd Judicial District Court Washoe Co.**

Plaintiff: **West Taylor Street, LLC.**

Defendant: **Waste Magagement of Nevada, Inc.**

Hearing:

Case No. **CV1202995**

File No. **178433 - 1**

1. At the time of service I was at least 18 years of age and not a party to this action, and I served copies of the:

**Summons/Complaint**

2. Party served: **Waste Magagement of Nevada, Inc.**

AKA:

AKA:

**R/A:Corp Trust Co of NV**  
**311 S. Division St.**  
**Carson City, NV 89701**

3. I served the party named in Item 2:

**Authorized Individual**

**May 15, 2013 01:28 PM**

4. Remarks:

By serving Alena Duggan, Administrative Assistant.

5. Person serving: **Dominic Manoli**

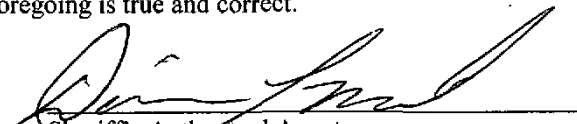
**Carson City Sheriff's Department**  
**911 East Musser Street**  
**Carson City, Nv. 89701**

Service Fee: \$21.00

Phone: (775) 887-2020 (x1712)


7. I am a Carson City Sheriff's officer and I certify that the foregoing is true and correct.

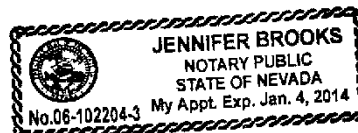
Date: May 24, 2013

  
Sheriff's Authorized Agent

State of Nevada  
County of Carson City

This instrument was acknowledged before me, on  
\_\_\_\_ of May 2013 by Dominic Manoli

  
Notary Public



JA\_0008

**HOLLAND & HART LLP**  
9555 Hillwood Drive, 2nd Floor  
Las Vegas, NV 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

**FILED**

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Joey Orduna Hastings  
Clerk of the Court  
Transaction # 3999011

1 **1130**

2 Gregory S. Gilbert (6310)  
3 Bryan L. Wright (10804)  
4 HOLLAND & HART LLP  
5 9555 Hillwood Drive, 2nd Floor  
6 Las Vegas, Nevada 89134  
7 Tel: (702) 669-4600  
8 Fax: (702) 669-4650  
9 gsgilbert@hollandhart.com  
10 blwright@hollandhart.com  
11

12 - and -

13 Jerry M. Snyder (6830)  
14 HOLLAND & HART LLP  
15 5441 Keitzke Lane, 2nd Floor  
16 Reno, Nevada 89511  
17 Tel: (775) 327-3000  
18 Fax: (775) 786-6179  
19 jsnyder@hollandhart.com

20 *Attorneys for Defendants Waste Management*  
21 *of Nevada, Inc. and Karen Gonzales*

22 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

23 **IN AND FOR THE COUNTY OF WASHOE**

24 WEST TAYLOR STREET, LLC, a limited  
25 liability company,

26 Plaintiff,

27 vs.

28 WASTE MANAGEMENT OF NEVADA,  
INC., KAREN GONZALEZ, and DOES 1  
THROUGH 10,

Defendants.

**CASE NO.: CV12-02995**  
**DEPT. NO.: 4**

**DEFENDANTS' ANSWER TO  
PLAINTIFF'S COMPLAINT**

Defendants Waste Management of Nevada, Inc. ("Waste Management") and Karen Gonzales, erroneously sued as "Karen Gonzalez," (collectively, "Defendants"), by and through their counsel of record, Holland & Hart LLP, for their Answer to Plaintiff West Taylor Street, LLC's ("Plaintiff") Complaint ("Complaint"), admit, deny, and state as follows:

1. Defendants deny all allegations in the Complaint not expressly admitted, denied, or otherwise responded to herein.

**FIRST CLAIM FOR RELIEF**

2. Answering Paragraphs I and V of the First Claim for Relief, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore deny the same.

3. Answering the allegations contained in Paragraphs II, X and XI of the First Claim for Relief, Defendants deny each and every allegation contained therein.

4. Answering the allegations contained in Paragraph III of the First Claim for Relief, upon information and belief, Defendants admit only that Plaintiff currently owns certain real property located in Reno, Nevada, bearing Washoe County Assessor's Parcel Number 011-266-17. Defendants aver, upon information and belief, that said property has situated thereon a duplex with service addresses of 345 Taylor St. W, and 347 Taylor St. W.

5. Answering the allegations contained in Paragraph IV of the First Claim for Relief, Defendants admit only that Defendant Waste Management of Nevada, Inc. ("Waste Management") recorded a Notice of Lien for Garbage Fees – Residential User, on or about February 23, 2012, Document No. 4086834, for unpaid garbage services supplied to 347 Taylor St. W., Reno, Nevada. Defendants deny the remaining contentions therein.

6. Answering the allegations contained in Paragraph VI of the First Claim for Relief, Defendants admit only that Waste Management has provided Plaintiff with corroborative information supporting the February 23, 2012 lien, and that Waste Management has not expressly released that lien since it was recorded. Defendants deny the remaining contentions therein.

7. Answering the allegations contained in Paragraph VII of the First Claim for Relief, Defendants admit only that they sent a Notice of Intent to Lien to Plaintiff related to unpaid balance due for garbage services provided at 345 Taylor St. W., Reno, Nevada. Defendants deny the remaining contentions therein.

8. Paragraphs VIII and IX of the First Claim for Relief call for a legal conclusion to which no response is required. If said paragraphs are construed to contain allegations against Defendants, Defendants deny said allegations.

///

**SECOND CLAIM FOR RELIEF**

9. Answering Paragraph I of the Second Claim for Relief, Defendants repeat and reallege each of the above responses to every Paragraphs within the First Claim for Relief as if fully set forth herein.

10. Paragraphs II, III and IV of the Second Claim for Relief call for a legal conclusion, therefore no response is required. If said paragraphs are construed to contain allegations against Defendants, Defendants deny said allegations.

**THIRD CLAIM FOR RELIEF**

11. Answering Paragraph I of the Third Claim for Relief, Defendants repeat and reallege each of the above responses to every Paragraphs within the First Claim for Relief as if fully set forth herein.

12. Answering the allegations contained in Paragraphs II, III, IV, V and VI of the Third Claim for Relief, Defendants deny each and every allegation contained therein.

**AFFIRMATIVE DEFENSES**

As their separate affirmative defenses to Plaintiff's Complaint, Defendants asserts the following:

1. The Complaint fails to state a claim against Defendants upon which relief can be granted.

2. Plaintiff has failed to comply with obligations set forth in Chapter 30.130 of the Nevada Revised Statutes.

3. Plaintiff's claims against Defendants fail for insufficient process.

4. Plaintiff's claims against Defendants fail for insufficient service of process.

5. Plaintiff's claims are barred by the doctrines of laches, waiver, and/or estoppel.

6. Plaintiff's claims are barred by Plaintiff's unclean hands.

7. Plaintiff has failed to mitigate any damages and losses claimed to have been suffered, if any, by Plaintiff.

8. Defendants are entitled to a setoff.

9. Plaintiff has asserted its claims in bad faith, without reasonable investigation and for

**HOLLAND & HART LLP**  
9555 Hillwood Drive, 2nd Floor  
Las Vegas, NV 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

1 an improper purpose, thereby constituting an abuse of process.

2 10. There is no basis for recovery of costs or attorneys' fees by Plaintiff from  
3 Defendants.

4 11. Defendants have been required to retain the services of Holland & Hart LLP to  
5 defend against these claims and are entitled to an award of their reasonable attorneys' fees and  
6 costs.

7 12. At the time of the filing of Defendants' Answer, all possible affirmative defenses  
8 may not have alleged inasmuch as insufficient facts and other relevant information may not have  
9 been available after reasonable inquiry, and therefore, Defendants reserve the right to amend this  
10 Answer to allege affirmative defenses if subsequent investigations warrants the same.

11 WHEREFORE, Defendants pray for Judgment as follows:

12 1. That Plaintiff take nothing by virtue of its Complaint on file herein, and that the  
13 same be dismissed with prejudice;

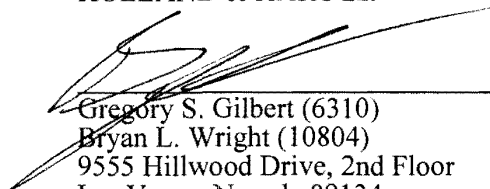
14 2. For an award of reasonable attorneys' fees and costs of suit incurred in this action;

15 3. For such other and further relief as the Court may deem just and proper.

16 The undersigned affirms under NRS 239B.030 that the preceding does not contain the social  
17 security number of any person.

18 DATED this 16th day of September 2013.

19 HOLLAND & HART LLP

20  
21   
22 Gregory S. Gilbert (6310)  
23 Bryan L. Wright (10804)  
24 9555 Hillwood Drive, 2nd Floor  
25 Las Vegas, Nevada 89134

26 - and -

27 Jerry M. Snyder (6830)  
28 5441 Keitzke Lane, 2nd Floor  
Reno, Nevada 89511

*Attorneys for Defendants Waste Management  
of Nevada, Inc. and Karen Gonzales*

HOLLAND & HART LLP  
9555 Hillwood Drive, 2nd Floor  
Las Vegas, NV 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b), I certify that on the 16th day of September, 2013, I served a true and correct copy of the foregoing **DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

C. Nicholas Pereos  
C. NICHOLAS PEREOS, LTD.  
1610 Meadow Wood Lane, Ste. 202  
Reno, NV 89502  
Telephone: (775) 329-0678  
Facsimile: (775) 329-0678  
cpereos@att.net

Attorneys for Plaintiff, WEST TAYLOR  
STREET, LLC

  
An Employee of HOLLAND & HART LLP

3915

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE**

WEST TAYLOR STREET, LLC,

Plaintiff,

CASE NO.: CV12-02995

vs.

DEPT. NO.: 4

WASTE MANAGEMENT OF NEVADA,  
INC., KAREN GONZALEZ, and DOES 1  
through 10,

Defendants.

**SCHEDULING ORDER**

Nature of Action: SPECIFIC PERFORMANCE – TITLE TO REAL PROPERTY

Date of Filing Joint Case Conference Report(s): NOVEMBER 8, 2013

Time Required for Trial: 4 DAYS

Date of Trial: JUNE 9, 2014

Jury Demand Filed: SEPTEMBER 27, 2013–PLAINTIFF

Counsel for Plaintiff: C. NICHOLAS PEREOS, ESQ.

Counsel for Defendant: BRYAN L. WRIGHT, ESQ.

Counsel representing all parties have been heard and after consideration by the Court, IT  
IS HEREBY ORDERED:

1. Complete all discovery by **APRIL 10, 2014 (60 days before Trial per JCCR).**
2. File motions to amend pleadings or add parties on or before **FEBRUARY 10, 2014 (120 days before Trial per JCCR).**



1           3.     Make initial expert disclosures pursuant to N.R.C.P. 16.1(a)(2) on or before  
2 **DECEMBER 10, 2013 (180 days before Trial per JCCR).**

3           4.     Make rebuttal expert disclosures pursuant to N.R.C.P. 16.1(a)(2) on or before  
4 **JANUARY 10, 2014 (150 days before Trial per JCCR).**

5           5.     Formally submit all dispositive motions, including motions for summary judgment  
6 and motions in limine to exclude an expert's testimony, on or before **MAY 9, 2014 (31 days before**  
7 **Trial).**

8           6.     Other motions in limine shall be submitted for decision on or before **MAY 23,**  
9 **2014 (17 days before Trial).**

10          7.     Unless otherwise directed by the Court, all pretrial disclosures pursuant to N.R.C.P.  
11 16.1(a)(3) must be made at least thirty (30) days before trial.

- 12           A.     Unless the Court orders otherwise, legal memoranda submitted in support  
13 of any motion shall not exceed fifteen (15) pages in length; opposition  
14 memoranda shall not exceed fifteen (15) pages in length; reply memoranda  
15 shall not exceed five (5) pages in length. These limitations are exclusive  
16 of exhibits.
- 17           B.     Except upon a showing of unforeseen extraordinary circumstances, the  
18 Court will not entertain any pretrial motions filed or orally presented after  
19 the above deadlines have passed.

## 17 **DISCOVERY**

18          8.     Unless otherwise ordered, all discovery disputes (except disputes presented at a pretrial  
19 conference or at trial) must be first heard by the Discovery Commissioner, after the following has  
20 occurred:

- 21           A.     Prior to filing any discovery motion, the attorney for the moving party must  
22 consult with opposing counsel about the disputed issues. Counsel for each  
23 side must present to each other the merits of their respective positions with  
24 the same candor, specificity, and support as during the briefing of  
25 discovery motions.
- 26           B.     If both sides desire a discovery dispute resolution conference pursuant to  
27 NRCP 16.1(d), counsel must contact the Discovery Commissioner's office,  
28 at (775) 328- 3293, to obtain a date and time for the conference that is  
convenient to all parties and the Discovery Commissioner. Upon  
stipulation of counsel on the record, a motion may be orally presented at  
the conference. If the parties cannot agree upon the need for a conference,  
the party seeking the conference must file and submit a motion in that  
regard.
- C.     A party objecting to a written discovery request must, in the original  
objection, specifically detail the reasons that support the objection, and

1 include affidavits or other evidence for any factual assertions upon which  
2 an objection is based.

3 9. Motions for extensions of discovery shall be made to the Discovery Commissioner  
4 prior to the expiration of the discovery deadline above.

5 10. A continuance of trial does not extend the deadline for completing discovery. A  
6 request for an extension of the discovery deadline, if needed, must be included as part of any  
7 motion for continuance.

8 11. A trial statement on behalf of each party shall be delivered to opposing counsel,  
9 filed herein and a copy delivered to chambers no later than **JUNE 2, 2014**.

10 A. In addition to the requirements of WDCR 5, the trial statement shall contain:

- 11 (1) a concise statement of the claimed facts organized by specifically  
12 listing each essential element of the party's claims or defenses and  
13 separately stating the facts in support of each such element;
- 14 (2) any practical matters which may be resolved before trial (e.g.,  
15 suggestions as to the order of witnesses, view of the premises,  
16 availability of audio or visual equipment);
- 17 (3) a list of proposed general voir dire questions for the Court or counsel  
18 to ask of the jury;
- 19 (4) a statement of any unusual evidentiary issues, with appropriate  
20 citations to legal authorities on each issue; and
- 21 (5) certification by trial counsel that, prior to the filing of the trial  
22 statement, they have personally met and conferred in a good faith  
23 effort to resolve the case by settlement.

24 12. All jury instructions and verdict forms, whether agreed upon by both  
25 parties or proposed by a party individually, shall be delivered to chambers no later than the  
26 deadline to submit their Trial Statements (**JUNE 2, 2014**) unless specifically modified by the  
27 Court.

- 28 A. Unless otherwise Ordered, the parties shall exchange all proposed jury  
Instructions and verdict forms two weeks prior to trial. The parties should  
then meet, confer, and submit to the Court one complete set of agreed-upon  
set of jury instructions and verdict forms at the same time they submit their  
trial statements.
- B. If the parties do not agree to all proposed instructions, they shall jointly  
submit a set containing only those instructions that are mutually agreeable.  
Each party must submit individually any additional proposed jury  
instructions that have not been agreed upon and/or verdict forms at the  
same time they submit their trial statements.
- C. All instructions should be short, concise, understandable, and neutral  
statements of law and gender. Argumentative or formula instructions are  
improper, will not be given, and should not be submitted.
- D. The parties are required to submit the jury instructions in the below  
described format.

1. All proposed jury instructions shall be in clear, legible type on clean, white, heavy paper, 8 ½ by 11 inches in size, and not lighter than 16-lb. Weight with a black border line and no less than 24 numbered lines.
2. The last instruction **only** shall bear the signature line with the words "District Judge" typed thereunder placed on the right half of the page, a few lines below the last line of text.
3. The designation "Instruction No. "shall be at the last line, lower left hand corner of the last page of each instruction.
4. The original instructions shall not bear any markings identifying the attorney submitting the same, and shall not contain any citations of authority.
5. The authorities for instructions must be attached to the original instructions by a separate copy of the instruction including the citation.
6. The parties should also note on the separate copy of the instruction any modifications made on the instructions from statutory authority, Nevada Pattern Jury Instructions, Devitt and Blackmar, CALCRIM or other form instructions, specifically stating the modification made to the original form instructions and the authority supporting the modification. All original instructions shall be accompanied by a separate copy of the instruction containing a citation to the form instruction, statutory or case authority supporting that instruction. All modifications made to instructions taken from statutory authority, Nevada Pattern Jury Instructions, Devitt and Blackmar, CACI or other form instructions shall be specifically noted on the citation page. For any form instruction submitted from any source other than Nevada Pattern Jury Instructions, counsel shall include copies of the original instruction form.
7. For any form instruction submitted from any source other than Nevada Pattern Jury Instructions, counsel shall include copies of the original instruction form.

13. Jurors will be permitted to take notes during the trial. Jurors may be permitted to ask questions in writing during trial, screened by the Court and counsel. Any party objecting to this procedure should state this objection in the trial statement.

14. All applications for attorney's fees shall state services rendered and fees incurred for such services with sufficient specificity to enable an opposing party and the court to review such application. Any memorandum of costs and disbursements must comply with Bergmann v. Boyce, 109 Nev. 670, 856 P.2d 560 (1993) and Bobby Beresini v. PETA, 114 Nev. 1348, 971 P.2d 383 (1998).

15. Trial counsel for all parties shall contact the Courtroom Clerk (Marci Stone 775/328-3139) **no later than JUNE 2, 2014**, to arrange a date and time to mark trial exhibits. All exhibits will be marked in one numbered series (Exhibit 1, 2, 3, etc.), no matter which side is

1 offering the particular exhibit. Once trial exhibits are marked by the Clerk, they shall remain in  
2 the custody of the Clerk. When marking the exhibits with the Clerk, counsel must advise the Clerk  
3 of all exhibits which may be admitted without objection. In any case which involves fifteen or  
4 more document exhibit pages, the exhibits shall be placed in a loose-leaf binder behind a tab noting  
5 the number of each exhibit. The binder shall be clearly marked on the front and side with the case  
6 caption and number, but no identification as to the party producing the binder. All document  
7 exhibits shall be in **one** binder no matter which party is offering the exhibits. At the time set for  
8 marking the trial exhibits, counsel for the Plaintiff shall provide the Courtroom Clerk with the  
9 binder containing the number tabs. Counsel for all parties shall provide all exhibits, no matter  
10 when marked, even if marked during the course of trial, in a condition appropriate for inclusion in  
11 the evidence binder.

12 16. The Court expects that both sides will cooperate to try the case within the time set,  
13 and confer regarding the order of witnesses, stipulated exhibits, and any other matters which will  
14 expedite trial of the case.

15 17. All parties and counsel are bound by the terms of this Scheduling Order, the Nevada  
16 Rules of Civil Procedure ("NRCF"), the District Court Rules ("DCR"), the Washoe District Court  
17 Rules ("WDCR"), and the Nevada Revised Statutes ("NRS"), and failure to comply could result  
18 in the imposition of sanctions.

19 DATED this 4 day of January, 2014.

20 Connie J. Steinberg  
21 DISTRICT JUDGE  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

CASE NO. CV12-02995

I certify that I am an employee of the SECOND JUDICIAL DISTRICT COURT of the STATE OF NEVADA, COUNTY OF WASHOE; that on the 21 day of January, 2014, I filed the **SCHEDULING ORDER** with the Clerk of the Court.

I further certify that I transmitted a true and correct copy of the foregoing document by the method(s) noted below:

       **Personal delivery to the following: [NONE]**

  X   **I electronically filed with the Clerk of the Court, using the ECF which sends an immediate notice of the electronic filing to the following registered e-filers for their review of the document in the ECF system:**

BRYAN WRIGHT, ESQ for WASTE MANAGEMENT OF NEVADA INC et al  
MATTHEW HIPPLER, ESQ. for WASTE MANAGEMENT OF NEVADA INC et al

  X   **Deposited in the Washoe County mailing system in a sealed envelope for postage and mailing with the United States Postal Service in Reno, Nevada:**


C. Nicholas Pereos, Esq.  
1610 Meadow Wood Lane, Ste. 202  
Reno, NV 89502

       **Placing a true copy thereof in a sealed envelope for service via:**

       Reno/Carson Messenger Service – [NONE]

       Federal Express or other overnight delivery service [NONE]

DATED this 21 day of January, 2014.

  
\_\_\_\_\_

CV12-02995 DC-0900053748-026  
WEST TAYLOR STREET VS WASTE 6 Pages  
District Court 02/14/2014 01:10 PM  
Washoe County 1090  
n10p0m11

ORIGINAL

1 CODE: 1090  
2 C. NICHOLAS PEREOS, ESQ.  
3 Nevada Bar #0000013  
4 1610 MEADOW WOOD LANE, STE. 202  
5 RENO, NV 89502  
6 (775) 329-0678

7 ATTORNEYS FOR PLAINTIFF

FILED

2014 FEB 14 PM 1:18

JOEY CARROLL HASTINGS  
CLERK OF THE COURT

BY *[Signature]*  
DEPUTY

8 IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA  
9 IN AND FOR THE COUNTY OF WASHOE

\*\*\*\*\*

10 WEST TAYLOR STREET, LLC,  
11 a limited liability company,

Case No. CV12-02995  
Dept. No. 4

12 Plaintiff,

13 vs.

14 WASTE MANAGEMENT OF NEVADA,  
15 INC., KAREN GONZALEZ, and  
16 DOES 1 THROUGH 10,

17 Defendants.

18 FIRST AMENDED COMPLAINT

19 Plaintiff, WEST TAYLOR STREET, LLC, by and through counsel, C. Nicholas  
20 Pereos, complains of Defendants, and each of them, and for a claim for relief avers as  
21 follows:

22 FIRST CLAIM FOR RELIEF

23 I  
24 Defendants DOES 1 through DOES 10 are sued herein as fictitious names because  
25 their true names and capacities of said Defendants are not now known by Plaintiff and  
26 Plaintiff will ask leave to amend the Complaint when it becomes known by it.

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II

At all times herein mentioned, Defendants are agents and employees of the remaining Defendants in each of them acting in the course of scope of said agency and employment.

III

At all times herein mentioned, Plaintiff, West Taylor Street, LLC, is a limited liability company doing business in the State of Nevada and owns that certain real property located at 347 West Taylor Street, Reno, Nevada with Washoe County Assessor's Parcel 011-266-17.

IV

On or about the 23<sup>rd</sup> day of February, 2012, Defendants did cause to record a notice of lien for garbage fees under Document No. 4086834 at the Washoe County Records Office, Reno, Nevada.

V

Subsequent to the recording of the subject lien Plaintiff made repeated demands upon Defendant for corroboration of the amount set forth in the lien for unpaid garbage fees to which Defendant alleges monies to be due.

VI

On or about November, 2012, Defendants sent corroborative information concerning the basis for the subject lien at which point in time, Plaintiff responded by providing Defendant an accounting of payments that were made that were purportedly the basis for the unpaid amounts owed to the Defendants. Plaintiff made demand upon the release of the lien given its incorrect filing and Defendants refuses to release the subject lien.

VII

On or about November 15, 2012, Defendants caused to send to Plaintiff a notice of intent to lien for a different amount on the subject property notwithstanding the earlier lien.

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VIII

Plaintiff is informed and believes and thereon alleges that the basis for any lien against the subject property is by reason of Nevada Revised Statute 444.520.

IX

Pursuant to NRS 444.520, any lien against the subject property was to be foreclosed consistent with foreclosure of mechanic's lien.

X

At no time has Defendant undertaken a foreclosure of any lien pursuant to the mechanic's lien laws and Plaintiff prays for a declaratory judgment from this Court decreeing and declaring that said lien is of no effect and no longer encumbers Plaintiff's property.

XI

Plaintiff has been required to employ the services of an attorney to file and prosecute this action and is entitled to an allowance of attorneys fees as special damages by reason thereof.

**SECOND CLAIM FOR RELIEF**

I

Adopt by reference and make a part hereof each and all of the statements and averments contained in the First Claim for Relief hereinabove.

II

At all times herein mentioned, the basis for the recording of any lien for garbage fees arises by reason of statutory edict. Plaintiff is informed and believes that said statutory scheme does not provide for an opportunity to contest the legitimacy of the recording of the lien or any opportunity to be heard by the lien debtor and no mechanism for commencement of a dispute resolution concerning the lien or the amount of the lien.

III

The subject statutory scheme of NRS 444.520 mandates service of a notice of lien but does not provide for any mechanism by which there is an opportunity to be heard by



1 the owner of the property, the opportunity to contest the legitimacy of the lien by the owner  
2 of the property, or an obligation of the lien claimant a methodology for dispute resolution  
3 to an impartial tribunal by reason of the recording of the notice of lien.

4 IV

5 Should this Court determine that there is no obligation by Defendant to conform to  
6 the mechanic lien laws for the foreclosure of said lien as dictated in the statute of Nevada  
7 mandating the commencement of a lawsuit within six months of the recording of the lien,  
8 then the recording of said lien deprives Plaintiff of its property by due process of law and  
9 the subject statute is unconstitutional according to Constitution of the State of Nevada and  
10 these United States.

11 **THIRD CLAIM FOR RELIEF**

12 I

13 Adopt by reference and make a part hereof each and all of the statements and  
14 averments contained in the First Claim for Relief hereinabove.

15 II

16 At all times herein mentioned, Defendants knew or should have known that the  
17 recording of the subject lien was without basis or merit and that the recording would impact  
18 and impair Plaintiff's ownership of the property.

19 III

20 At all time herein mentioned, Defendants have caused to slander Plaintiff's title  
21 proximately causing the damages mentioned herein.

22 IV

23 As a proximate result of the foregoing, Plaintiff has sustained special damages  
24 consisting of attorney's fees for purposes of removing the slanderous document from  
25 Plaintiff's title ownership for an amount in excess of \$40,000.

26 V

27 As a proximate result of the foregoing, Plaintiff has sustained general damages in  
28 a sum in excess of \$40,000.

VI

Plaintiff has been required to employ the services of an attorney to file and prosecute this action and is entitled to special damages by reason of the same.

WHEREFORE, Plaintiffs pray for Judgment against Defendants, and each of them, as follows:

1. For general damages in a sum in excess of Forty Thousand Dollars (\$40,000.00).

2. For special damages consisting of attorney's fees for a sum in excess of Forty Thousand Dollars (\$40,000.00).

3. For costs of suit herein.

4. For reasonable attorneys fees herein.

5. For such other and further relief as may be just and proper.


6. For a declaration from this Court that Plaintiff was required to comply with mechanic lien laws in connection with the recording of the subject lien referenced herein.

7. Alternatively, for a ruling from this Court that the subject statute is unconstitutional.

The undersigned affirms that the foregoing pleading does not contain a social security number.

DATED this 12<sup>th</sup> day of February, 2014.

C. NICHOLAS PEREOS, LTD.

By:   
C. NICHOLAS PEREOS, ESQ.  
1610 MEADOW WOOD LANE  
RENO, NV 89502  
ATTORNEY FOR PLAINTIFF

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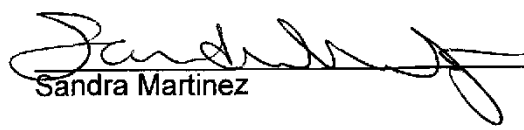
CERTIFICATE OF SERVICE BY MAIL

PURSUANT TO NEVADA RULES OF CIVIL PROCEDURE 5 (b), I certify that I am  
an employee of C. NICHOLAS PEREOS, LTD., and that on this date, I deposited for  
mailing at Reno, Nevada, a true copy of the foregoing pleading addressed to:

Gregory S. Gilbert  
Bryan L. Wright  
HOLLAND & HART  
9555 Hillwood Drive, 2<sup>nd</sup> Floor  
Las Vegas, NV 89134  
702/669-4600  
Attorneys for Waste Management of  
Nevada, Inc. and Karen Gonzales

Matthew B. Hippler  
HOLLAND & HART  
5441 Kietzke Lane, 2<sup>nd</sup> Floor  
Reno, NV 89511  
775/327-3000  
Attorneys for Waste Management of  
Nevada, Inc. and Karen Gonzales

DATED: 2-13-14

  
Sandra Martinez

ORIGINAL

FILED

CV12-02995  
DC-09900064398-114  
WEST TAYLOR STREET VS WASTE  
District Court 03/12/2014 02:26 PM  
Washoe County  
ncc  
APOMA

1 CODE: 2200  
2 C. NICHOLAS PEREOS, ESQ.  
3 Nevada Bar #0000013  
4 1610 MEADOW WOOD LANE, STE. 202  
5 RENO, NV 89502  
6 (775) 329-0678

7 ATTORNEYS FOR PLAINTIFF

2014 MAR 11 PM 2:25

JOEY ORBUNA HASTINGS  
CLERK OF THE COURT  
BY JOEY ORBUNA HASTINGS  
DEPUTY

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**IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA**

**IN AND FOR THE COUNTY OF WASHOE**

\*\*\*\*\*

WEST TAYLOR STREET, LLC,  
a limited liability company,

Case No. CV12 02995

Dept. No. 4

Plaintiff,

vs.

WASTE MANAGEMENT OF NEVADA,  
INC., KAREN GONZALEZ, and  
DOES 1 THROUGH 10,

Defendants.

**MOTION FOR PARTIAL SUMMARY JUDGMENT**

Plaintiff moves this Court for its order of partial summary judgment decreeing and declaring that Defendant Waste Management, Inc. and/or any other Defendant involved in the collection of garbage fees for services for residential property in the City of Reno must comply with the mechanic's lien laws in connection with the recording of a lien for delinquency of garbage services and the collection of that lien.

Alternatively, Plaintiff moves this Court for its order dismissing Defendant's answer to the complaint and entering a judgment on liability from lack of standing to record the lien for garbage fees referenced herein.

**A. STATEMENT OF FACTS.**

Plaintiff is the owner of the property located at 347 W. Taylor Street, Reno, Nevada. On February 23, 2012, Defendant, Waste Management of Nevada, Inc., caused to record

1 a notice of lien for garbage services in the Washoe County Recorder's office, a copy of  
2 which is marked **Exhibit "1"**. This is the basis for slander of title claim as discussed in the  
3 First Amended Complaint. Subsequent thereto, Plaintiff communicated with Defendants  
4 concerning the nature and basis of the lien and demanded that the lien be removed. The  
5 lien had not been removed nor has foreclosure been started.

6 In response to recent discovery, Plaintiff requested a copy of the franchise  
7 agreement that authorized Waste Management of Nevada, Inc. to collect fees for disposal  
8 services in the City of Reno. In response thereto, Defendant provided a franchise  
9 agreement under date of August 9, 1994 between the City of Reno and Reno Disposal Co.  
10 Absent any proof of an assignment of rights by Reno Disposal Co. to Waste Management  
11 of Nevada, Inc. submitted in response to this motion, Plaintiff would request a partial order  
12 for summary judgment on the issue of liability as it relates to this Defendant Waste  
13 Management of Nevada, Inc. They had no authorization to collect fees for garbage  
14 services. Therefore, they had no authorization to lien for unpaid fees notwithstanding the  
15 status of the delinquent account. In other words, Waste Management of Nevada, Inc.  
16 would not have standing to lien Plaintiff's property without any assignment of rights under  
17 the franchise agreement authorizing the collection of fees for garbage services.

18 Assuming that Waste Management of Nevada, Inc. has an assignment right to the  
19 franchise agreement, the issue remains for this court to decide the application of the  
20 mechanic's lien laws to the lien of Waste Management marked **Exhibit "1"**.

21 During discovery, the following interrogatories were asked of the Defendant:

22 **Interrogatory No. 6:**

23 "Please state your account number for disposal / garbage  
24 services at 347 W. Taylor Street, Reno, Nevada."

25 **Answer:**

26 "Account No. 010-74135."

27 ///

28 ///

1 **Interrogatory No. 7:**

2 "Please state each month that you allege you did not receive  
3 payment for garbage / disposal services in the years 2007,  
4 2008, 2009, 2010, 2011, 2012 and 2013 for the property that  
5 is the subject of this litigation."

6 **Answer:**

7 "...please see document WM000092 - WM000102 for the  
8 account history for Account No. 010-74135. Said documents  
9 reflect a current accounting history for the quarterly and other  
10 charges that remain unpaid on each account."

11 **Interrogatory No. 8:**

12 "If in response to interrogatory number 7, if you refer to any  
13 schedules, please identify on those schedules the amount that  
14 represents delinquency for payment of services, the code for  
15 the delinquency, the abbreviations for the 'type' of delinquency  
16 and the date of the delinquency."

17 **Answer:**

18 "Please see document WM000103 through WM000150, which  
19 identifies the meaning of the abbreviations in the 'Code' field  
20 of the account histories referenced in response to Interrogatory  
21 No. 7. The abbreviation in the 'Type' field have the following  
22 meanings:"

- 23 • INV = invoice;
- 24 • FIN = finance charge;
- 25 • PMT = payment; and
- 26 • ADJ = adjustment."

27 **Interrogatory No. 17:**

28 "Please state how you computed the amount of delinquency of  
\$489.47 in your recorded notice of lien for garbage fees  
referenced in the complaint identifying the amount for services;  
the amount for finance charges; the amount for interest; and  
any other amounts that are the component of the amount set  
forth in the lien for garbage fees."

**Answer:**

"The referenced lien amount (\$489.47) relates to services  
provided under Account No. 010-74135, for the service  
address 347 W. Taylor Street W. During the period April 1,  
2007, through December 31, 2011, the referenced account  
was billed a total of \$1,011.29. Document Bates labeled  
WM000092-102 is the account history for Account No. 010-  
074135, and itemizes the total billings, including the amounts  
charged for services, finance charges, interest, and any other  
amounts charged. A total of \$521.82 in payments and credits

1 were posted to Account No. 010-074135, for the invoices  
2 issued during the period of April 1, 2007, through December  
3 31, 2011. \$1,011.29 in total charges minus \$521.82 in total  
payments/credits yields a total lien amount of \$489.47."

4 In looking at the payment history of the subject account (**Exhibit "2"**) the Court will  
5 notice that there is a continuing running balance on the account starting on the account  
6 sheet 0092 of April 1, 2007. Without discussing the legitimacy of the billings amounts set  
7 forth in these invoices, the records of Waste Management clearly establish a delinquency  
8 as of April 1, 2007. A review of **Exhibit "2"** clearly demonstrates the balance never  
9 reached zero. According to the response to discovery, Waste Management alleges that  
10 the balance on the account swelled to \$1,011.29 as of December 31, 2011 with receipts  
11 of \$521.82 resulting in the lien amount of \$489.47. The lien was recorded on February 23,  
12 2012. After its recordation, there has been no activity by Defendant to enforce the lien.

13 The second claim for relief of the first amended complaint identifies the enabling  
14 statute that gives the right of Defendant to lien the property but also mandates therein a  
15 requirement to conform to the mechanic's lien law statutes. In this regard, Plaintiff has not  
16 yet joined Nevada Attorney General as dictated by NRS 30.130 pending a decision by this  
17 Court in this partial motion for summary judgment. In complying with the mechanic's lien  
18 statutes, Plaintiff advances the argument that the Defendant must:

- 19 1. File its lien within ninety (90) days from the date of delinquency.
- 20 2. File an action to foreclose the lien within six (6) months from the date of  
21 recordation of the lien.

22 **B. ARGUMENT.**

23 NRS 444.520 is the enabling statute that permits the Defendant to record its lien.  
24 The statute provides no mechanism for resolution of a dispute other than the reference  
25 contained in the statute which states:

26 "The lien may be foreclosed in the same manner as provided  
27 for the foreclosure of mechanic's liens."

28 ///

1 Paragraph 3 of the statute enables the Defendant to lien the property for unpaid  
2 garbage fees. Paragraph 4 mandates the Defendant to record a notice of lien. The only  
3 means for enforcement of the lien after the recording of the notice of lien mandates  
4 compliance with the foreclosure of mechanic's liens.

5 Once the lien is recorded against the property, it remains on the property until  
6 expunged. NRS 444.520, provides no mechanism to address the legitimacy of the lien.  
7 Meanwhile, the recording of a lien constitutes an involuntary encumbrance on the property.  
8 If there is no mechanism to address its legitimacy, there are constitutional issues with  
9 regard to the validity of the statute. In effect, the statute would constitute a taking of an  
10 interest (to the amount of the lien) in the property without due process UNLESS there is  
11 meaning to the language of the statute that discusses that a lien is to be foreclosed as  
12 provided for in the foreclosure of a mechanic's lien.

13 A foreclosure of mechanic's lien is discussed in Chapter 108 of NRS. NRS 108.239  
14 discusses enforcing the right to have a lien. NRS 444.520 creates a lien when the fee is  
15 due and Defendant has not paid. Subsection 3 provides:

16 "Until paid, any fee or charge levied pursuant to subsection 1  
17 constitutes a perpetual lien against the property."

18 In other words, a lien starts from the moment the charge is levied. According to NRS  
19 108.226, the lien must be filed within ninety (90) days after the date of the delinquency.  
20 Waste Management bills on a quarterly basis. Their own records reflect a delinquency that  
21 started in 2007. With billings on a quarterly basis which coincide with the ninety (90) days  
22 identified in NRS 108.226, it would appear that Waste Management considered the  
23 amount of money owed to it for services rendered at the end of each quarter. In turn, this  
24 would mandate the necessity to record the notice of lien ninety (90) days thereafter.  
25 Accordingly, Plaintiff submits that Waste Management is to record its notice of lien within  
26 ninety (90) days after the date of its delinquency, that is, ninety (90) days after the quarterly  
27 payment was due and not paid for services rendered.

28 ///



1 A notice of lien is only valid for six (6) months absent the commencement of an  
2 action to enforce the lien. NRS 108.233. Commencement of an action means the filing  
3 of a lawsuit where one would have an opportunity to be heard and protest the legitimacy  
4 of the lien. As stated earlier, NRS 444.520 provides no such vehicle but requires the Court  
5 to conform to the adoption of the lien foreclosure statutes as being the mechanism to  
6 enforce liens by Defendant, Waste Management, for the unpaid garbage fees. Assuming  
7 the application of the mechanic lien statutes, Plaintiff submits that NRS 108.226(6) would  
8 also mandate a pre-lien by Defendant after the first delinquency. The statute mandates  
9 the service of a notice of intent to lien upon the owner.

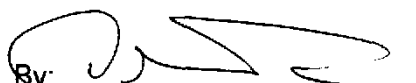
10 With the filing of the lien by Defendant, it knew that it intended to be a lien claimant.  
11 Meanwhile, Defendant does nothing to enforce the lien! It just permits the lien to remain  
12 of record and cloud Plaintiff's title to property. By virtue of the fact that Defendant has filed  
13 the lien, it had an obligation to file its lawsuit to collect the lien within six (6) months after  
14 February 23, 2012. Otherwise, the lien is to be expunged.

15 Accordingly, Plaintiff requests an order for partial summary judgment that will  
16 generically rule the necessity of the Defendant to comply with the mechanic's lien statutes.  
17 Specifically, Plaintiff requests a ruling from this Court that Defendant, Waste Management  
18 of Nevada, Inc., is obligated to (1) record its notice of lien within ninety (90) days after the  
19 quarterly billing goes delinquent and (2) an action (lawsuit) be commenced within six (6)  
20 months to foreclose the lien after the recording of the lien.

21 ***The undersigned affirms that the foregoing pleading does not contain a social***  
22 ***security number.***

23 DATED this 11<sup>th</sup> day of March, 2014

C. NICHOLAS PEREOS, LTD.

24  
25 By:   
26 C. NICHOLAS PEREOS, ESQ.  
27 1610 MEADOW WOOD LANE  
28 RENO, NV 89502  
ATTORNEY FOR PLAINTIFF

C:\Shared\CLIENTS\Waste Management\Pleading\Mtn.Partial.SJ.wpd


1 **CERTIFICATE OF SERVICE BY MAIL**

2 PURSUANT TO NEVADA RULES OF CIVIL PROCEDURE 5 (b), I certify that I am  
3 an employee of C. NICHOLAS PEREOS, LTD., and that on this date, I deposited for  
4 mailing at Reno, Nevada, a true copy of the foregoing pleading addressed to:

5 Gregory S. Gilbert  
6 Bryan L. Wright  
7 HOLLAND & HART  
8 9555 Hillwood Drive, 2<sup>nd</sup> Floor  
9 Las Vegas, NV 89134  
702/669-4600  
Attorneys for Waste Management of  
Nevada, Inc. and Karen Gonzales

10 Matthew B. Hippler  
11 HOLLAND & HART  
12 5441 Kietzke Lane, 2<sup>nd</sup> Floor  
13 Reno, NV 89511  
775/327-3000  
Attorneys for Waste Management of  
Nevada, Inc. and Karen Gonzales

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15 DATED: 3-11-14

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17 Sandra Martinez  
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SCHEDULE OF EXHIBITS

Exhibit 1 ..... Notice of Lien  
Exhibit 2 ..... Payment history

EXHIBIT

CV12-02995  
WEST TAYLOR STREET  
District Court  
Washoe County  
DC-05900054398-115  
VS WASTE 2 Pages  
03/12/2014 02:26 PM  
\$2200  
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EXHIBIT



EXHIBIT

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CV12-02995  
WEST TAYLOR STREET VS MOSTE-116  
District Court 03/12/2014 02:26 PM  
Washoe County \$2200  
AP01A

EXHIBIT

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11:44 AM

Customer Payment Inquiry

12/17/2013

Customer: 010-74135

PEREOS TRUST

347 TAYLOR ST W

	Current	11/30/2013	10/31/2013	9/30/2013	8/31/2013	Total Due
	.00	.00	87.12	.00	776.36	863.48
Item #	Date	Misc	Type Code	Debit	Credit	Balance
1377187	04/01/07	MISC TAX	INV FRA	4.71		4.71
1377187	04/01/07		INV FR2	.39		5.10
1377187	04/01/07		INV 06A	27.09		32.19
1377187	04/01/07		INV 06P	31.80		63.99
1377187	04/01/07		INV 46A	3.57		67.56
1377187	04/01/07		INV 46P	4.19		71.75
1439314	07/01/07	FIN CHRG	FIN FIN	3.59		75.34
1439314	07/01/07	MISC TAX	INV FRA	2.17		77.51
1439314	07/01/07		INV FR2	.18		77.69
1439314	07/01/07		INV 06A	27.09		104.78
1439314	07/01/07		INV 46A	3.57		108.35
1377187	07/20/07	3080	PMT SLB		20.44	87.91

F1=Switch Mode F2=Customer Activity F3=Exit F4=Prompt F5=Refresh  
 F11=Late Payment Fee F12=Previous F13=Start At Date  
 F14=Include Archived Items F18=Bottom Print=Print Detail

EXHIBIT 2

WM000092

JA\_0037

11:44 AM

## Customer Payment Inquiry

12/17/2013

Customer: 010-74135

PEREOS TRUST

347 TAYLOR ST W

	Current	11/30/2013	10/31/2013	9/30/2013	8/31/2013	Total Due
	.00	.00	87.12	.00	776.36	863.48
Item #	Date	Misc	Type Code	Debit	Credit	Balance
1569648	10/01/07	FIN CHRG	FIN FIN	4.22		92.13
1569648	10/01/07		INV 06A	30.60		122.73
1569648	10/01/07		INV 46A	3.75		126.48
1739832	01/01/08	FIN CHRG	FIN FIN	5.93		132.41
1739832	01/01/08		INV 06A	30.60		163.01
1739832	01/01/08		INV 46A	3.75		166.76
1377187	01/09/08	3226	PMT SLB		34.35	132.41
1377187	03/31/08	3294	PMT SLB		16.96	115.45
1439314	03/31/08	3294	PMT SLB		25.07	90.38
1803476	04/01/08	FIN CHRG	FIN FIN	5.93		96.31
1803476	04/01/08		INV 06A	30.60		126.91
1803476	04/01/08		INV 46A	3.75		130.66

F1=Switch Mode    F2=Customer Activity    F3=Exit    F4=Prompt    F5=Refresh  
 F11=Late Payment Fee    F12=Previous    F13=Start At Date  
 F14=Include Archived Items    F18=Bottom    Print=Print Detail

WM000093

JA\_0038



11:44 AM

## Customer Payment Inquiry

12/17/2013

Customer: 010-74135

PEREOS TRUST

347 TAYLOR ST W

Current	11/30/2013	10/31/2013	9/30/2013	8/31/2013	Total Due
Item #	Date	Misc	Type Code	Debit	Credit
					Balance
1439314	06/27/08	3355	PMT SLB		11.53
1569648	06/27/08	3355	PMT SLB		22.82
1875824	07/01/08	FIN CHRG	FIN FIN	5.55	
1875824	07/01/08		INV 06A	30.60	
1875824	07/01/08		INV 46A	3.75	
1939961	10/01/08	FIN CHRG	FIN FIN	5.73	
1939961	10/01/08		INV 06A	32.31	
1939961	10/01/08		INV 46A	3.75	
1569648	10/20/08	3418	PMT SLB		15.75
1739832	10/20/08	3418	PMT SLB		20.31
2019746	01/01/09	FIN CHRG	FIN FIN	6.23	
2019746	01/01/09		INV 06A	32.31	
					180.48

F1=Switch Mode    F2=Customer Activity    F3=Exit    F4=Prompt    F5=Refresh  
 F11=Late Payment Fee    F12=Previous    F13=Start At Date  
 F14=Include Archived Items    F18=Bottom    Print=Print Detail

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## Customer Payment Inquiry

12/17/2013

Customer: 010-74135

PEREOS TRUST

347 TAYLOR ST W

	Current	11/30/2013	10/31/2013	9/30/2013	8/31/2013	Total Due
	.00	.00	87.12	.00	776.36	863.48
Item #	Date	Misc	Type Code	Debit	Credit	Balance
2019746	01/01/09		INV 46A	3.75		184.23
2185599	04/01/09	FIN CHRG	FIN FIN	8.05		192.28
2185599	04/01/09		INV 06A	32.31		224.59
2185599	04/01/09		INV 46A	3.75		228.34
1739832	04/15/09	3540	PMT SLB		19.97	208.37
1803476	04/15/09	3540	PMT SLB		16.09	192.28
2250591	07/01/09	FIN CHRG	FIN FIN	8.44		200.72
2250591	07/01/09		INV 06A	32.31		233.03
2250591	07/01/09		INV 46A	3.75		236.78
1803476	07/13/09	3601	PMT SLB		24.19	212.59
1875824	07/13/09	3601	PMT SLB		11.87	200.72
2313754	10/01/09	FIN CHRG	FIN FIN	8.76		209.48

F1=Switch Mode    F2=Customer Activity    F3=Exit    F4=Prompt    F5=Refresh  
 F11=Late Payment Fee    F12=Previous    F13=Start At Date  
 F14=Include Archived Items    F18=Bottom    Print=Print Detail

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Customer: 010-74135

Customer Payment Inquiry

12/17/2013

PEREOS TRUST

347 TAYLOR ST W

Current		11/30/2013	10/31/2013	9/30/2013	8/31/2013	Total Due
Item #	Date	Misc	Type Code	Debit	Credit	Balance
2313754	10/01/09		INV 06A	32.31		241.79
2313754	10/01/09		INV 46A	3.75		245.54
1875824	10/06/09	3648	PMT SLB		28.03	217.51
1939961	10/06/09	3648	PMT SLB		8.03	209.48
2382250	01/01/10	FIN CHRG	FIN FIN	9.05		218.53
2382250	01/01/10		INV 06A	32.31		250.84
2382250	01/01/10		INV 46A	3.75		254.59
1939961	01/18/10	3714	PMT SLB		33.76	220.83
2019746	01/18/10	3714	PMT SLB		2.30	218.53
2448207	04/01/10	FIN CHRG	FIN FIN	9.35		227.88
2448207	04/01/10		INV 06A	32.31		260.19
2448207	04/01/10		INV 46A	3.75		263.94

F1=Switch Mode    F2=Customer Activity    F3=Exit    F4=Prompt    F5=Refresh  
F11=Late Payment Fee    F12=Previous    F13=Start At Date  
F14=Include Archived Items    F18=Bottom    Print=Print Detail

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## Customer Payment Inquiry

12/17/2013

Customer: 010-74135

PEREOS TRUST

347 TAYLOR ST W

	Current	11/30/2013	10/31/2013	9/30/2013	8/31/2013	Total Due
	.00	.00	87.12	.00	776.36	863.48
Item #	Date	Misc	Type Code	Debit	Credit	Balance
2448207	05/26/10	VAC	ADJ 06C		18.03	245.91
2514103	07/01/10	FIN CHRG	FIN FIN	17.78		263.69
2514103	07/01/10		INV 06A	32.31		296.00
2514103	07/01/10		INV 46A	3.75		299.75
2514103	09/22/10	VAC	ADJ 06C		36.06	263.69
2579669	10/01/10	FIN CHRG	FIN FIN	29.37		293.06
2579669	10/01/10		INV 06A	32.31		325.37
2579669	10/01/10		INV 46A	3.75		329.12
2019746	10/20/10	3891	PMT SLB		36.06	293.06
2656090	01/01/11	FIN CHRG	FIN FIN	25.99		319.05
2656090	01/01/11		INV 06A	32.31		351.36
2656090	01/01/11		INV 46A	3.75		355.11

F1=Switch Mode    F2=Customer Activity    F3=Exit    F4=Prompt    F5=Refresh  
 F11=Late Payment Fee    F12=Previous    F13=Start At Date  
 F14=Include Archived Items    F18=Bottom    Print=Print Detail

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## Customer Payment Inquiry

12/17/2013

Customer: 010-74135

PEREOS TRUST

347 TAYLOR ST W

	Current	11/30/2013	10/31/2013	9/30/2013	8/31/2013	Total Due
	.00	.00	87.12	.00	776.36	863.48
Item #	Date	Misc	Type Code	Debit	Credit	Balance
2019746	01/10/11	3950	PMT SLB		3.93	351.18
2185599	01/10/11	3950	PMT SLB		32.13	319.05
2721199	04/01/11	FIN CHRG	FIN FIN	26.50		345.55
2721199	04/01/11		INV 06A	32.31		377.86
2721199	04/01/11		INV 46A	3.75		381.61
2185599	04/11/11	4004	PMT SLB		11.98	369.63
2250591	04/11/11	4004	PMT SLB		24.08	345.55
2787349	07/01/11	FIN CHRG	FIN FIN	27.50		373.05
2787349	07/01/11		INV 06A	32.31		405.36
2787349	07/01/11		INV 46A	3.75		409.11
2250591	09/30/11	4120	PMT SLB		20.42	388.69
2313754	09/30/11	4120	PMT SLB		27.66	361.03

F1=Switch Mode    F2=Customer Activity    F3=Exit    F4=Prompt    F5=Refresh  
 F11=Late Payment Fee    F12=Previous    F13=Start At Date  
 F14=Include Archived Items    F18=Bottom    Print=Print Detail

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## Customer Payment Inquiry

12/17/2013

Customer: 010-74135

PEREOS TRUST

347 TAYLOR ST W

Item #	Date	Misc	Type	Code	Debit	Credit	Balance
Current	11/30/2013						Total Due
	.00	.00			87.12		863.48
2853919	10/01/11	FIN CHRG	FIN	FIN	31.50		392.53
2853919	10/01/11		INV	06A	32.31		424.84
2853919	10/01/11		INV	46A	3.75		428.59
2920601	01/01/12	FIN CHRG	FIN	FIN	32.94		461.53
2920601	01/01/12		INV	06A	32.31		493.84
2920601	01/01/12		INV	46A	3.75		497.59
2313754	01/02/12	4180	PMT	SLB		17.16	480.43
2382250	01/02/12	4180	PMT	SLB		18.90	461.53
2920601	03/05/12	LIEN FEE	ADJ	06D	50.00		511.53
2920601	03/05/12	ADM FEE	ADJ	06D	14.00		525.53
2987388	04/01/12	FIN CHRG	FIN	FIN	33.64		559.17
2987388	04/01/12		INV	06A	32.31		591.48

F1=Switch Mode    F2=Customer Activity    F3=Exit    F4=Prompt    F5=Refresh  
 F11=Late Payment Fee    F12=Previous    F13=Start At Date  
 F14=Include Archived Items    F18=Bottom    Print=Print Detail

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## Customer Payment Inquiry

12/17/2013

Customer: 010-74135

PEREOS TRUST

347 TAYLOR ST W

	Current	11/30/2013	10/31/2013	9/30/2013	8/31/2013	Total Due
	.00	.00	87.12	.00	776.36	863.48
Item #	Date	Misc	Type Code	Debit	Credit	Balance
2987388	04/01/12		INV 46A	3.75		595.23
2382250	04/09/12	4228	PMT SLB		26.21	569.02
2448207	04/09/12	4228	PMT SLB		9.85	559.17
3054603	07/01/12	FIN CHRG	FIN FIN	44.58		603.75
3054603	07/01/12		INV 06A	32.31		636.06
3054603	07/01/12		INV 46A	3.75		639.81
2448207	07/02/12	4269	PMT SLB		17.53	622.28
2514103	07/02/12	4269	PMT SLB		17.78	604.50
2579669	07/02/12	4269	PMT SLB		.75	603.75
2579669	09/28/12	4322	PMT SLB		36.06	567.69
3122870	10/01/12	FIN CHRG	FIN FIN	47.75		615.44
3122870	10/01/12		INV 06A	32.31		647.75

F1=Switch Mode    F2=Customer Activity    F3=Exit    F4=Prompt    F5=Refresh  
 F11=Late Payment Fee    F12=Previous    F13=Start At Date  
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## Customer Payment Inquiry

12/17/2013

Customer: 010-74135

PEREOS TRUST

347 TAYLOR ST W

	Current	11/30/2013	10/31/2013	9/30/2013	8/31/2013	Total Due
	.00	.00	87.12	.00	776.36	863.48
Item #	Date	Misc	Type Code	Debit	Credit	Balance
3122870	10/01/12		INV 46A	3.75		651.50
3193292	01/01/13	FIN CHRG	FIN LPR	49.17		700.67
3193292	01/01/13		INV 06A	32.31		732.98
3193292	01/01/13		INV 46A	3.75		736.73
2579669	01/09/13	4390	PMT SLB		28.62	708.11
2656090	01/09/13	4390	PMT SLB		7.38	700.73
3317072	04/01/13	FIN CHRG	FIN LPR	52.06		752.79
3317072	04/01/13		INV 06A	32.31		785.10
3317072	04/01/13		INV 46A	3.75		788.85
2656090	04/08/13	4434	PMT SLB		36.06	752.79
3452308	07/01/13	FIN CHRG	FIN LPR	59.63		812.42
3452308	07/01/13		INV 06A	36.06		848.48

F1=Switch Mode    F2=Customer Activity    F3=Exit    F4=Prompt    F5=Refresh  
 F11=Late Payment Fee    F12=Previous    F13=Start At Date  
 F14=Include Archived Items    F18=Bottom    Print=Print Detail

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Customer Payment Inquiry

12/17/2013

Customer: 010-74135

PEREOS TRUST

347 TAYLOR ST W

	Current	11/30/2013	10/31/2013	9/30/2013	8/31/2013	Total Due
	.00	.00	87.12	.00	776.36	863.48
Item #	Date	Misc	Type Code	Debit	Credit	Balance
2656090	07/15/13	4503	PMT SLB		18.61	829.87
2721199	07/15/13	4503	PMT SLB		17.45	812.42
3528807	10/01/13	FIN CHRG	FIN LPR	51.06		863.48
3528807	10/01/13		INV 06A	36.06		899.54
2721199	10/07/13	4558	PMT SLB		36.06	863.48
			Tot			863.48

F1=Switch Mode   F2=Customer Activity   F3=Exit   F4=Prompt   F5=Refresh  
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JOEY GRONNA HASTINGS  
CLERK OF THE COURT  
BY W. WOODS  
DEPUTY

CODE: 1030  
C. NICHOLAS PEREOS, ESQ.  
Nevada Bar #0000013  
1610 MEADOW WOOD LANE, STE. 202  
RENO, NV 89502  
(775) 329-0678

ATTORNEYS FOR PLAINTIFF

IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

\*\*\*\*\*

WEST TAYLOR STREET, LLC,  
a limited liability company,

Case No. CV12 02995  
Dept. No. 4

Plaintiff,

vs.

WASTE MANAGEMENT OF NEVADA,  
INC., KAREN GONZALEZ, and  
DOES 1 THROUGH 10,

Defendants.

AFFIDAVIT OF TERI MORRISON IN SUPPORT OF  
MOTION FOR PARTIAL SUMMARY JUDGMENT

STATE OF NEVADA        )  
COUNTY OF WASHOE    ) ss.

Teri Morrison, do hereby swear under penalty of perjury that the assertions of this Affidavit are true.

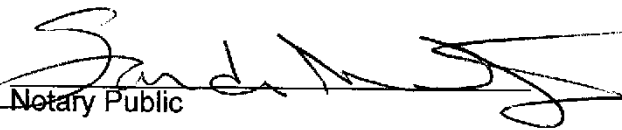
1. Affiant has personal knowledge of the acts and events discussed herein.
  2. Affiant is employed by C. Nicholas Pereos, Ltd. and has been involved in the management of the properties located at 345 West Taylor Street and 347 West Taylor Street.
  3. The subject property receives disposal services from Waste Management.
- In this regard, Waste Management bills on a quarterly basis.

1 The undersigned does hereby affirm that the preceding document does not contain  
2 the social security number of any person.

3 DATED this 11<sup>th</sup> day of March, 2014

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5   
TERI MORRISON

6 SUBSCRIBED & SWORN to before me  
7 this 11<sup>th</sup> day of March, 2014

8   
9 Notary Public



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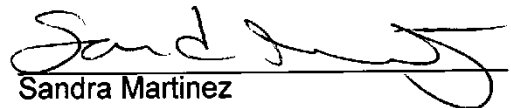
**CERTIFICATE OF SERVICE BY MAIL**

PURSUANT TO NEVADA RULES OF CIVIL PROCEDURE 5 (b), I certify that I am an employee of C. NICHOLAS PEREOS, LTD., and that on this date, I deposited for mailing at Reno, Nevada, a true copy of the foregoing pleading addressed to:

Gregory S. Gilbert  
Bryan L. Wright  
HOLLAND & HART  
9555 Hillwood Drive, 2<sup>nd</sup> Floor  
Las Vegas, NV 89134  
702/669-4600  
Attorneys for Waste Management of  
Nevada, Inc. and Karen Gonzales

Matthew B. Hippler  
HOLLAND & HART  
5441 Kietzke Lane, 2<sup>nd</sup> Floor  
Reno, NV 89511  
775/327-3000  
Attorneys for Waste Management of  
Nevada, Inc. and Karen Gonzales

DATED: 3-11-14

  
Sandra Martinez

ORIGINAL

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JOEY GORDON HASTINGS  
CLERK OF THE COURT  
BY [Signature]  
DEPUTY

1 CODE: 1030  
2 C. NICHOLAS PEREOS, ESQ.  
3 Nevada Bar #0000013  
4 1610 MEADOW WOOD LANE, STE. 202  
5 RENO, NV 89502  
6 (775) 329-0678

7 ATTORNEYS FOR PLAINTIFF

8 IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA  
9 IN AND FOR THE COUNTY OF WASHOE

\*\*\*\*\*

10 WEST TAYLOR STREET, LLC,  
11 a limited liability company,

Case No. CV12 02995  
Dept. No. 4

12 Plaintiff,

13 vs.

14 WASTE MANAGEMENT OF NEVADA,  
15 INC., KAREN GONZALEZ, and  
16 DOES 1 THROUGH 10,

Defendants.

17 AFFIDAVIT OF C. NICHOLAS PEREOS IN SUPPORT OF  
18 MOTION FOR PARTIAL SUMMARY JUDGMENT

19 STATE OF NEVADA }  
20 COUNTY OF WASHOE } ss.

21 C. Nicholas Pereos, do hereby swear under penalty of perjury that the assertions  
22 of this Affidavit are true.

23 1. In the course of discovery, the following interrogatories have been served and  
24 answered by Defendants.

25 Interrogatory No. 6:

26 "Please state your account number for disposal / garbage  
27 services at 347 W. Taylor Street, Reno, Nevada."

28 Answer:

"Account No. 010-74135."

1 **Interrogatory No. 7:**

2 "Please state each month that you allege you did not receive  
3 payment for garbage / disposal services in the years 2007,  
4 2008, 2009, 2010, 2011, 2012 and 2013 for the property that  
5 is the subject of this litigation."

6 **Answer:**

7 "...please see document WM000092 - WM000102 for the  
8 account history for Account No. 010-74135. Said documents  
9 reflect a current accounting history for the quarterly and other  
10 charges that remain unpaid on each account."

11 **Interrogatory No. 8:**

12 "If in response to interrogatory number 7, if you refer to any  
13 schedules, please identify on those schedules the amount that  
14 represents delinquency for payment of services, the code for  
15 the delinquency, the abbreviations for the 'type' of delinquency  
16 and the date of the delinquency."

17 **Answer:**

18 "Please see document WM000103 through WM000150, which  
19 identifies the meaning of the abbreviations in the 'Code' field  
20 of the account histories referenced in response to Interrogatory  
21 No. 7. The abbreviation in the 'Type' field have the following  
22 meanings:

- 23 • INV = invoice;
- 24 • FIN = finance charge;
- 25 • PMT = payment; and
- 26 • ADJ = adjustment."

27 **Interrogatory No. 17:**

28 "Please state how you computed the amount of delinquency of  
\$489.47 in your recorded notice of lien for garbage fees  
referenced in the complaint identifying the amount for services;  
the amount for finance charges; the amount for interest; and  
any other amounts that are the component of the amount set  
forth in the lien for garbage fees."

**Answer:**

"The referenced lien amount (\$489.47) relates to services  
provided under Account No. 010-74135, for the service  
address 347 W. Taylor Street W. During the period April 1,  
2007, through December 31, 2011, the referenced account  
was billed a total of \$1,011.29. Document Bates labeled  
WM000092-102 is the account history for Account No. 010-  
074135, and itemizes the total billings, including the amounts  
charged for services, finance charges, interest, and any other  
amounts charged. A total of \$521.82 in payments and credits  
were posted to Account No. 010-074135, for the invoices

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issued during the period of April 1, 2007, through December 31, 2011. \$1,011.29 in total charges minus \$521.82 in total payments/credits yields a total lien amount of \$489.47."

2. No lawsuit has ever been filed to foreclose the lien recorded and marked Exhibit 1 to the motion for partial summary judgment.


3. Affiant has personal knowledge of the acts and events discussed herein.

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 11<sup>th</sup> day of March, 2014.

  
C. NICHOLAS PEREOS

SUBSCRIBED & SWORN to before me this 11<sup>th</sup> day of March, 2014

  
Notary Public



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**CERTIFICATE OF SERVICE BY MAIL**


PURSUANT TO NEVADA RULES OF CIVIL PROCEDURE 5 (b), I certify that I am

an employee of C. NICHOLAS PEREOS, LTD., and that on this date, I deposited for mailing at Reno, Nevada, a true copy of the foregoing pleading addressed to:

Gregory S. Gilbert  
Bryan L. Wright  
HOLLAND & HART  
9555 Hillwood Drive, 2<sup>nd</sup> Floor  
Las Vegas, NV 89134  
702/669-4600  
Attorneys for Waste Management of  
Nevada, Inc. and Karen Gonzales

Matthew B. Hippler  
HOLLAND & HART  
5441 Kietzke Lane, 2<sup>nd</sup> Floor  
Reno, NV 89511  
775/327-3000  
Attorneys for Waste Management of  
Nevada, Inc. and Karen Gonzales

DATED: 3-11-14

  
Sandra Martinez



1 **2645**

2 Gregory S. Gilbert (6310)  
3 Bryan L. Wright (10804)  
4 HOLLAND & HART LLP  
5 9555 Hillwood Drive, 2nd Floor  
6 Las Vegas, Nevada 89134  
7 Tel: (702) 669-4600  
8 Fax: (702) 669-4650  
9 [gsgilbert@hollandhart.com](mailto:gsgilbert@hollandhart.com)  
10 [blwright@hollandhart.com](mailto:blwright@hollandhart.com)

11 - and -

12 Matthew B. Hippler (7015)  
13 HOLLAND & HART LLP  
14 5441 Keitzke Lane, 2nd Floor  
15 Reno, Nevada 89511  
16 Tel: (775) 327-3000  
17 Fax: (775) 786-6179  
18 [mhippler@hollandhart.com](mailto:mhippler@hollandhart.com)

19 *Attorneys for Defendants Waste Management*  
20 *of Nevada, Inc. and Karen Gonzales*

21 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

22 **IN AND FOR THE COUNTY OF WASHOE**

23 WEST TAYLOR STREET, LLC, a limited  
24 liability company,

25 Plaintiff,

26 vs.

27 WASTE MANAGEMENT OF NEVADA,  
28 INC., KAREN GONZALEZ, and DOES 1  
THROUGH 10,

Defendants.

**CASE NO.: CV12-02995**  
**DEPT. NO.: 4**

**OPPOSITION TO PLAINTIFF'S MOTION  
FOR PARTIAL SUMMARY JUDGMENT**

Defendant Waste Management of Nevada, Inc. ("Waste Management"), by and through its counsel of record, Holland & Hart LLP, hereby files its Opposition to the Motion for Partial Summary Judgment ("Motion") filed by Plaintiff West Taylor Street, LLC ("Plaintiff").

This Opposition is based upon the attached Memorandum of Points and Authorities, the Declaration of David Stratton ("Stratton Decl."), attached hereto as **Exhibit 1**, and such oral and

documentary evidence as may be presented at the hearing on this matter.

DATED this 28th day of March, 2014.

HOLLAND & HART LLP

/s/ Bryan L. Wright  
Gregory S. Gilbert (6310)  
Bryan L. Wright (10804)  
9555 Hillwood Drive, 2nd Floor  
Las Vegas, Nevada 89134

- and -

Matthew B. Hippler (7015)  
5441 Keitzke Lane, 2nd Floor  
Reno, Nevada 89511

*Attorneys for Defendants Waste Management of  
Nevada, Inc. and Karen Gonzales*

### **MEMORANDUM OF POINTS AND AUTHORITIES**

#### **I. INTRODUCTION**

Reno Municipal Code provides that “a tenant or occupant . . . may subscribe for [garbage] Collection Services, but the owner of the Residence shall remain responsible for compliance with all requirements of the Residential Agreement and the Reno Municipal Code.” *See* RMC 5.09.060(a).<sup>1</sup> As detailed further below, among those requirements is the requirement to pay for services rendered. Here, Waste Management’s subsidiary provided garbage collection services for the benefit of the subject duplex, and contends it was not paid. As a result, and pursuant to the authority provided in NRS 444.520, on behalf of its affiliate Waste Management recorded two separate garbage liens (one for each service address).

Plaintiff’s Motion seeks to invalidate the garbage liens by arguing that Waste Management failed to comply with certain statutory requirements relating to mechanic’s liens. Specifically, Plaintiff claims that because NRS 444.520 allegedly incorporates the mechanic’s lien statutory

<sup>1</sup> *See also id.* (“It is presumed that every Residence in an Exclusive Service Area generates, produces or accumulates Solid Waste and is required to subscribe to Standard Services under the Residential Agreement.”).

1 scheme, Waste Management was required to (1) issue a notice of intent to lien before recording the  
2 liens, (2) file the liens within 90 days of Plaintiff's first delinquency in payment, and (3) institute a  
3 foreclosure action within 6 months of recording each lien. Plaintiff's interpretation of NRS  
4 444.520, however, is untenable.

5 Initially, the only reference contained in NRS 444.520 to the mechanic's lien statutes  
6 provides that garbage liens recorded under that statute "*may be foreclosed in the same manner*  
7 provided for the *foreclosure* of mechanics' liens." As discussed further below, with regard to  
8 notices of intent to lien and the alleged 90-day deadline to file a lien, the requirements Plaintiff  
9 seeks to impose here do not relate to the manner for foreclosing mechanic's liens, but rather relate  
10 to the manner in which mechanic's liens are statutorily perfected. Neither the express language nor  
11 the legislative history behind NRS 444.520 suggests the Nevada Legislature intended to require  
12 garbage liens to be perfected in the same manner as are mechanic's liens. Instead, NRS 444.520  
13 expressly delineates specific steps which must be taken in order to perfect a garbage lien, and none  
14 of the steps Plaintiff seeks to require here are included amongst them.

15 Moreover, with regarding to Plaintiff's argument concerning the alleged 90-day deadline to  
16 record a lien, Plaintiff's analysis of Nevada's mechanic's lien law ignores that the 90-day deadline  
17 does not commence running until, relevant hereto, the mechanic's lien claimant's last furnishing of  
18 services; not the date the bill becomes delinquent. Thus, even if the Legislature had adopted such  
19 requirement—which it did not—the 90-day period would not commence unless and until garbage  
20 removal services were no longer provided to the Property. At all relevant times Reno Municipal  
21 Code required garbage collection services to the Property be continued notwithstanding any non-  
22 payment, and therefore the 90-day deadline was never triggered.

23 Finally,<sup>2</sup> Plaintiff's argument that a garbage lien must be foreclosed upon within 6 months of  
24 the date the lien is recorded flies in the face of the Legislature's directive—as elucidated by the

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25 <sup>2</sup> Plaintiff's Motion asserts in passing (at 5) that "there are constitutional issues with regard to the validity of  
26 the statute [NRS 444.520]" if Plaintiff's interpretation is not accepted. Based upon Plaintiff's representation  
27 (at 4) that is does not intend to raise such alleged constitutional issues unless and until the Court rules  
28 adversely on this Motion—at which time Plaintiff would seek to join the Nevada Attorney General to this  
action as required under NRS 30.130—Waste Management does not address such passing assertion at this  
time. Waste Management reserves the right to address the argument once raised in subsequent briefing.

1 plain and unambiguous language of NRS 444.520—that garbage liens created under that statute are  
2 “perpetual liens” against the property “until paid.” Plaintiff’s interpretation would impermissibly  
3 negate and render the Legislature’s chosen language meaningless. As such, Plaintiff’s interpretation  
4 must be rejected, and the Motion denied.

5 **II. RESPONSE TO STATEMENT OF FACTS**

6 **A. RENO MUNICIPAL CODE**

7 The property at issue in this lawsuit is located within the limits of the City of Reno (the  
8 “City”). Relevant hereto, Reno Municipal Code provides that the City “has determined that the  
9 health, safety and welfare of its residents require that certain Solid Waste and Recyclable Material  
10 Collection Services [within the City] be provided under one or more exclusive municipal franchise  
11 agreements pursuant to NRS 268.081.” *See* RMC 5.90.005. Reno Municipal Code further requires  
12 the franchise agreement between the City and the franchisee contain the “terms, covenants and  
13 conditions approved” under RMC chapter 5.90. *Id.*

14 Prior to November 7, 2012, Reno Municipal Code required the franchisee to “[g]uarantee  
15 that garbage service shall be available to the residents of the city *at all times* and that *all garbage*  
16 *within the city shall be removed* in an expeditious manner in accordance with the terms of the  
17 franchise.” *See* RMC 5.90.060 (2011), *amended by* Reno Ord. No. 6260, § 1 (Nov. 7, 2012)  
18 (emphasis added); *cf.* RMC 5.90.060 (2012) (requiring the franchisee to “make available collection  
19 services as provided under the residential agreement to all residential customers within the exclusive  
20 service area [i.e., throughout the City of Reno]).” (emphasis added).

21 **B. THE FRANCHISE AGREEMENTS**

22 In or around August 9, 1994, the City and Reno Disposal Company (“RDC”) entered into a  
23 First Amended City of Reno Garbage Franchise Agreement (the “1994 Franchise Agreement”). *See*  
24 **Exhibit 2**. Thereafter, on or about June 1, 1998, Waste Management acquired RDC. *See* Stratton  
25 Decl. ¶ 5. Since that date, RDC has remained a wholly owned subsidiary of Waste Management.  
26 *Id.* Further, since that date, Waste Management has performed certain administrative functions on  
27 behalf of RDC, including specifically invoicing and collection. *Id.*; *see also e.g.*, Invoices for  
28 Account No. 010-74135, attached hereto as **Exhibit 3** (listing “WM – Reno Disposal” and “Waste

1 Management of Nevada, Reno Disposal”).

2 The original term of the 1994 Franchise Agreement was fifteen years, with an option to  
3 extend the same for an additional ten-year term. *See* Exhibit 2 ¶ 2.2. As noted above, Reno  
4 Municipal Code requires the franchisee to “make available collection services as provided under the  
5 residential agreement to all residential customers within the exclusive service area [i.e., throughout  
6 the City of Reno].” *See* RMC 5.90.060 (emphasis added); *see also* Exhibit 2 ¶ 3.6 (requiring the  
7 franchisee to “make available garbage service to the residents of the City at all times and remove in  
8 an expeditious manner all garbage within the City in accordance with the terms of this Agreement.”)  
9 (emphasis added). Thus, irrespective of whether the residential customer pays for the services  
10 provided, 1994 Franchise Agreement required such services continue to be provided.

11 On or about March 6, 2009, Waste Management, on behalf of RDC, exercised the  
12 contractual option to extend the term of the 1994 Franchise Agreement. *See* Waste Management  
13 letter to City of Reno (03/06/2009), attached hereto as **Exhibit 4**. Notwithstanding the renewal,  
14 however, on or about November 7, 2012, the City and RDC entered into new franchise agreements.  
15 *See* Stratton Decl. ¶ 9. Relevant hereto, one such agreement was the Exclusive Franchise  
16 Agreement Residential Solid Waste and Recyclable Materials (the “2012 Franchise Agreement”).  
17 *See* **Exhibit 5**. The term of the 2012 Franchise Agreement runs through November 7, 2029. *Id.* ¶  
18 3.1(A).

19 **C. THE LIENS**

20 Plaintiff is the owner of certain real property located in Washoe County, Nevada, bearing  
21 Assessor’s Parcel Number 011-266-17 (the “Property”). *See* First Amended Complaint, on file, at  
22 First Claim for Relief ¶ III. Plaintiff has a duplex-residence situated upon the Property, with the  
23 following mailing/service addresses associated therewith: 345 Taylor St. W., Reno, Nevada, and  
24 347 Taylor St. W., Reno, Nevada. The Waste Management accounts associated with the Property  
25 are Account No. 010-74134 for service address 345 Taylor St. W., and Account No. 010-74135 for  
26 service address 347 Taylor St. W. *See* Stratton Decl. ¶ 6.

27 Pursuant to NRS 444.520, on February 23, 2012, Waste Management, on behalf of its  
28 “affiliate” RDC, filed a Notice of Lien for Garbage Fees – Residential User in the amount of

1 \$489.47 against the Property. *See Exhibit 6.* The February 23, 2012 Lien relates to Account No.  
2 010-74135, for solid waste removal services performed for the benefit of the occupants of 347  
3 Taylor St. W., Reno, Nevada. *See id.*

4       Thereafter, on November 26, 2012, Waste Management, on behalf of its “affiliate” RDC,  
5 filed against the Property a second Notice of Lien for Garbage Fees – Residential User in the  
6 amount of \$859.78. *See Exhibit 7.* The November 26, 2012 Lien relates to Account No. 010-  
7 74134, for solid waste removal services performed for the benefit of the occupants of 345 Taylor St.  
8 W., Reno, Nevada. *See id.*

9 **III. LEGAL STANDARD**

10 **A. SUMMARY JUDGMENT STANDARD**

11       “[S]ummary judgment is appropriate ‘when the pleadings, depositions, answers to  
12 interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that  
13 no genuine issue of material fact exists, and the moving part is entitled to judgment as a matter of  
14 law.’” *Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007)  
15 (citation omitted). “The party moving for summary judgment bears the initial burden of production  
16 to show the absence of a genuine issue of material fact.” *Id.* (citation omitted). “The manner in  
17 which each party may satisfy its burden of production depends on which party will bear the burden  
18 of persuasion on the challenged claim at trial.” *Id.* (citation omitted). Where, as here, “the moving  
19 party will bear the burden of persuasion, that party must present evidence that would entitle it to a  
20 judgment as a matter of law in the absence of contrary evidence.” *Id.* (citation omitted).

21       “[T]he trial judge may not in granting summary judgment pass upon the credibility or  
22 weight of the opposing affidavits or evidence. That function is reserved for the trial.” *Hidden*  
23 *Wells Ranch, Inc. v. Strip Realty, Inc.*, 83 Nev. 143, 145, 425 P.2d 599, 601 (1967) (reversing trial  
24 court's grant of summary judgment because a genuine issue of material fact existed concerning  
25 payment of commission). Rather, “[o]n a summary judgment motion the court is obligated to  
26 accept as true all evidence favorable to the party against whom the motion is made.” *Id.* (citations  
27 omitted). “A factual dispute is genuine when the evidence is such that a rational trier of fact could  
28 return a verdict for the nonmoving party.” *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d

1 1026, 1031 (2005) (citations omitted).

2 **B. OVERRIDING PRINCIPALS OF STATUTORY INTERPRETATION**

3 When interpreting a statute, legislative intent “is the controlling factor.” *Robert E. v. Justice*  
4 *Court*, 99 Nev. 443, 445, 664 P.2d 957, 959 (1983). Legislative intent is first ascertained from the  
5 statute’s plain language and meaning. *See State v. Lucero*, 127 Nev. Adv. Op. 7, 249 P.3d 1226,  
6 1228 (2011). “When a statute is susceptible to [only] one natural or honest construction, that alone  
7 is the construction that can be given.” *Building & Constr. Trades Council of N. Nev. v. State Pub.*  
8 *Works Bd.*, 108 Nev. 605, 610, 836 P.2d 633, 636 (1992); *see also State v. Quinn*, 117 Nev. 709,  
9 713, 30 P.3d 1117, 1120 (2001) (if the language of the statute has a definite meaning, courts should  
10 not look beyond the statute’s plain language). “If the statute’s language is clear and unambiguous,  
11 [the court will] enforce the statute as written.” *George J. v. State (In re George J.)*, 128 Nev. Adv.  
12 Op. 32, 279 P.3d 187, 190 (2012).

13 However, a statute that is susceptible to more than one reasonable interpretation is  
14 ambiguous, and the court will then “look to legislative history and rules of statutory interpretation to  
15 determine its meaning.” *Orion Portfolio Servs. 2 v. Clark County*, 126 Nev. Adv. Op. 39, 245 P.3d  
16 527, 531 (2010). When construing an ambiguous statutory provision, Nevada courts determine the  
17 meaning of the words used in a statute by “examining the context and the spirit of the law or the  
18 causes which induced the Legislature to enact it. The entire subject matter and policy may be  
19 involved as an interpretive aid.” *McKay v. Bd. of Supervisors*, 102 Nev. 644, 650–51, 730 P.2d 438,  
20 443 (1986) (citation omitted). “Statutes within a scheme and provisions within a statute must be  
21 interpreted harmoniously with one another in accordance with the general purpose of those statutes  
22 and should not be read to produce unreasonable or absurd results.” *Washington v. State*, 117 Nev.  
23 735, 739, 30 P.3d 1134, 1136 (2001); *see also Karcher Firestopping v. Meadow Valley Constr.*, 125  
24 Nev. 111, 113, 204 P.3d 1262, 1263 (2009) (“This court generally avoids statutory interpretation  
25 that renders language meaningless or superfluous.”). When “a general statutory provision and a  
26 specific one cover the same subject matter, the specific provision controls.” *In re Resort at*  
27 *Summerlin Litig.*, 122 Nev. 177, 185, 127 P.3d 1076, 1081 (2006).

28 ///

1 IV. LEGAL ARGUMENT

2 A. NRS 444.520'S LANGUAGE AND LEGISLATIVE HISTORY DO NOT SUPPORT  
3 PLAINTIFF'S INTERPRETATIONS

4 The Nevada Legislature has expressly declared it "to be the policy of this State to regulate  
5 the collection and disposal of solid waste in a manner that will" (a) protect the public health and  
6 welfare, (b) prevent water or air pollution, (c) prevent the spread of disease or creation of nuisances,  
7 (d) conserve natural resources, and (e) enhance the beauty and quality of the environment. *See* NRS  
8 444.440. In furtherance of that declared public policy, the Legislature has mandated "every  
9 municipality or district board of health [to] develop a plan to provide for a solid waste management  
10 system which adequately provides for the management and disposal of solid waste within" the  
11 municipality or boundaries of the district board of health. *See* NRS 444.510(1). The required  
12 contents of the waste management plan are set forth in NRS 444.460 to 444.610, inclusive. The  
13 Legislature has expressly authorized the governing bodies charged with developing and  
14 implementing solid waste management systems to enter into contracts with any private party(ies) for  
15 purposes of carrying out, developing, and/or providing the solid waste management system, or any  
16 part thereof. *See* NRS 444.510(3).

17 Relevant hereto, the Legislature permits the municipalities or district board of health to  
18 provide by ordinance for the levy and collection of fees and charges "as may be appropriate and  
19 necessary to meet the requirements" of carrying out the plan. *See* NRS 444.520(1); *see also* RMC  
20 5.90.090. Specifically, NRS 444.520 provides in full:

21 **NRS 444.520 Municipal solid waste management systems: Additional fees**  
22 **and charges; unpaid fees and charges constitute lien against property; lien not**  
23 **effective until notice given.**

24 1. The governing body of any municipality which has an approved plan for the  
25 management of solid waste may, by ordinance, provide for the levy and collection of  
26 other or additional fees and charges and require such licenses as may be appropriate  
27 and necessary to meet the requirements of NRS 444.460 to 444.610, inclusive.

28 2. The fees authorized by this section are not subject to the limit on the  
maximum allowable revenue from fees established pursuant to NRS 354.5989.

3. ***Until paid, any fee or charge levied pursuant to subsection 1 constitutes a***  
***perpetual lien against the property served, superior to all liens, claims and titles***  
***other than liens for general taxes and special assessments.*** The lien is ***not***  
***extinguished by the sale*** of any property on account of nonpayment of any other lien,



1 claim or title, except liens for general taxes and special assessments. The lien *may be*  
2 *foreclosed* in the *same manner* as provided *for the foreclosure of mechanics' liens*.

3 4. A lien against the property served is *not effective until* a notice of the lien,  
separately prepared for each lot affected, is:

4 (a) Mailed to the last known owner at the owner's last known address  
according to the records of the county in which the property is located;

5 (b) Delivered to the office of the county recorder of the county in which the  
property is located;

6 (c) Recorded by the county recorder in a book kept for the purpose of  
recording instruments encumbering land; and

7 (d) Indexed in the real estate index as deeds and other conveyances are  
required by law to be indexed. (Emphasis added)

8  
9 As discussed further below, the language on NRS 444.520 "is susceptible to [only] one  
10 natural or honest construction" [*Building & Constr. Trades*, 108 Nev. at 610, 836 P.2d at 636], and  
11 therefore should be enforced as written without the need to resort to legislative history. *In re*  
12 *George J.*, 128 Nev. Adv. Op. 32, 279 P.3d at 190. Nonetheless, the legislative history contains  
13 relevant support to the conclusions reached herein, and is therefore discussed.

14 The language contained in NRS 444.520(3) making the fees or charges levied in furtherance  
15 of the solid waste management system plan a "perpetual lien" on real property was not added to that  
16 statute until 2005. *See* 2005 Senate Bill No. 354 as Enrolled, attached hereto as **Exhibit 8**; *see also*  
17 Declaration of Bryan L. Wright, Esq., attached hereto as **Exhibit 9**. During the 2005 Legislative  
18 Session, Senator Michael Schneider introduced Senate Bill 354 ("SB 354"), which as originally  
19 introduced sought to amend NRS 444.520 as follows:<sup>3</sup>

20 **Section 1.** NRS 444.520 is hereby amended to read as follows:

21 444.520 1. The governing body of any municipality which has an approved plan for  
22 the management of solid waste may, by ordinance, provide for the levy and  
23 collection of other or additional fees and charges and require such licenses as may be  
appropriate and necessary to meet the requirements of NRS 444.460 to 444.610,  
inclusive.

24 2. The fees authorized by this section are not subject to the limit on the  
maximum allowable revenue from fees established pursuant to NRS 354.5989.

25 ***3. Until paid, any fee or charge levied pursuant to subsection 1 constitutes a***  
26 ***perpetual lien against the property served, superior to all liens, claims and titles***  
***other than liens for general taxes and special assessments. The lien is not***

27 <sup>3</sup> "EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets [omitted-material] is material  
28 to be omitted."

1 *extinguished by the sale of any property on account of nonpayment of any other*  
2 *lien, claim or title, including liens for general taxes and special assessments. The*  
3 *lien may be foreclosed in the same manner as provided for the foreclosure of*  
4 *mechanics' liens. Before any such lien is foreclosed, the governing body of the*  
5 *municipality must hold a hearing on the lien after providing notice thereof by*  
6 *registered or certified first-class mail, postage prepaid, addressed to the last known*  
7 *owner of the property served at his last known address according to the records of*  
8 *the county in which the property is located.*

9 *4. As a remedy established for the collection of any fee or charge levied*  
10 *pursuant to subsection 1, an action may be brought in the name of the governing*  
11 *body of the municipality in any court of competent jurisdiction against any person*  
12 *who occupied the property when the service was rendered or against any person*  
13 *guaranteeing payment of the fee or charge, or against all such persons, for the*  
14 *collection of any such fee or charge that is delinquent.*

15 *5. A lien against the property served is not effective until a notice of the lien,*  
16 *separately prepared for each lot affected, is:*

17 *(a) Mailed to the last known owner at his last known address according to*  
18 *the records of the county in which the property is located;*

19 *(b) Delivered by the governing body of the municipality to the office of the*  
20 *county recorder of the county in which the property is located;*

21 *(c) Recorded by the county recorder in a book kept by him for the purpose*  
22 *of recording instruments encumbering land; and*

23 *(d) Indexed in the real estate index as deeds and other conveyances are*  
24 *required by law to be indexed.*

25 *See 2005 Senate Bill No. 354, as Introduced March 25, 2005, attached hereto as **Exhibit 10**.*

26 As can be seen from the above, the originally proposed version of Section 3 required that  
27 “[b]efore any such lien is foreclosed, the governing body of the municipality must hold a hearing on  
28 the lien after providing notice thereof” to the owner of the property. Additionally, proposed Section  
4 permitted collection actions to be instituted—in the name of the municipality—against the person  
who occupied the property at the time services were provided, or any party that guaranteed payment  
of the fee or charge. Each of these provisions was removed from the later enrolled version of SB  
354, at the first hearing on that bill.

Specifically, at the April 6, 2005 meeting of the Senate Committee on Government Affairs,  
representatives of Clark County, Nevada and Republic Services Incorporated proposed an  
amendment to SB 3545 deleting those items. See Minutes of the Senate Committee on Government  
Affairs on April 6, 2005, attached hereto as **Exhibit 11**, at 10; see also Exhibit E to the Minutes of  
the Senate Committee on Government Affairs on April 6, 2005, attached hereto as **Exhibit 12**. The  
testimony concerning the deletions, however, was sparse. Dan Musgrove, on behalf of Clark



1 County, Nevada, testified that the County “requested this amendment” because the proposed bill  
2 “add[ed] some unnecessary language.” *Id.* Senator Terry Care indicated he agreed with the  
3 proposed amendments, noting that “[t]he only way this is going to work is the owner of the property  
4 will have to ultimately address the lien, even if he had a tenant in violation.” *Id.* (emphasis added).  
5 There were no other comments specifically addressing the reasons for deleting the above noted  
6 portions of the original SB 354. *See generally, id.*

7 The testimony as to why the other provisions of what would later become NRS 444.520(3)-  
8 (4) were being added was, however, clear; because the ability of garbage service providers to refuse  
9 to provide service in the event a customer failed and/or refuses to pay for the same is limited, the  
10 liens are therefore necessary to ensure the providers are paid for their services.<sup>4</sup>

11 Additionally, the testimony recognized that SB 354 “describes the type of lien [created  
12 under NRS 444.520] and requires certain notification and other procedures to occur before a lien  
13 may take effect.” *See* Exhibit 13, Minutes of the Meeting of the Assembly Committee on Health  
14 and Human Services on May 20, 2005, at 13 (testimony of Barbara Dimmitt, Committee Policy  
15 Analyst, Legislative Counsel Bureau) (emphasis added). Moreover, consistent with the express  
16 language of the statute, the testimony indicated that the lien for unpaid fees was intended to remain  
17 in effect “until it’s paid.” *Id.*

18 **B. A NOTICE OF INTENT TO FILE A GARBAGE LIEN IS NOT REQUIRED**

19 Plaintiff has requested the Court to find that the notice of intent to lien requirements imposed  
20 on mechanic’s lien claimants under NRS 108.226(6) were intended to be imposed on garbage lien  
21 claimants. *See* Motion at 6 (“Assuming the application of the mechanic lien statutes, Plaintiff

22 \_\_\_\_\_  
23 <sup>4</sup> *See e.g., id.* at 10 (testimony of Jennifer Lazovich, Republic Services “We want to pursue the unpaid bills,  
24 since the garbage companies are required to pick up the garbage no matter what happened.”); *id.* at 11  
25 (testimony of Dan Musgrove, Clark County, Nevada “The main reason the garbage service provider cannot  
26 refuse to pick up the trash has to do with health issues. There is a part of the franchise agreement that relates  
27 to community health standards. They will not leave garbage behind. They pick it up twice a week and expect  
28 customers to pay for it.”); Minutes of the Meeting of the Assembly Committee on Health and Human  
Services on May 20, 2005, attached hereto as **Exhibit 13**, at 14 (Jennifer Lazovich, Republic Services  
“Garbage collection is the one utility you can’t stop collecting on the sole basis that they have not paid their  
bill. Going on that premise, they are required to pick up your garbage whether the bills are getting paid by  
whoever lives there or not. This was a way for [the service provider] to try to at least collect on fees that  
weren’t paid.”); *see also* RMC 5. 90.060; Exhibit 2 ¶ 3.6.

1 submits that NRS 108.226(6) would also mandate a pre-lien [notice] by Defendant after the first  
2 delinquency [because] [t]he statute [NRS 444.520] mandates the service of a notice of intent to lien  
3 upon the owner.”). Contrary to Plaintiff’s assertion, NRS 444.520 does not “mandate[] the service  
4 of a notice of intent to lien upon the owner.” Instead, NRS 444.520 provides only that the garbage  
5 lien “is not effective until a notice of the lien . . . is [m]ailed to the last known owner” among other  
6 things. *See* NRS 444.520(4)(a) (emphasis added). Nothing within NRS 444.520 mentions or  
7 requires a notice of intent to lien. Thus, to accept Plaintiff’s argument, the Court would have to find  
8 that NRS 444.520 incorporates the notice of intent to lien requirements contained in NRS  
9 108.226(6). The Court should reject such a finding for at least two reasons.

10 **1. NRS 444.520 Incorporates Only the Manner for “Foreclosing” A**  
11 **Mechanic’s Lien, Not The Manner for Perfecting A Lien**

12 First, pursuant to the express language of NRS 444.520, the only portion of the statutory  
13 scheme governing mechanic’s lien that is potentially<sup>5</sup> applicable to garbage liens created under that  
14 statute relates to the “manner . . . provided for the foreclosure of mechanic’s liens.” NRS  
15 444.520(3) (emphasis added). The “manner . . . provided for the foreclosure of mechanic’s liens” is  
16 contained in NRS 108.239 (entitled “Action to enforce notice of lien”). *See* NRS 108.239.  
17 Conversely, the requirement that a mechanic’s lien claimant provide a residential owner advance  
18 notice of intent to lien is contained in NRS 108.226, which dictates the required procedures for  
19 perfecting a mechanic’s lien.<sup>6</sup> Thus, pursuant to the express language of NRS 444.520, there is  
20 nothing to suggest that the Legislature intended to incorporate the notice of intent to lien  
21 requirements pertaining to mechanic’s liens. *See Lucero*, 127 Nev. Adv. Op. 7, 249 P.3d at 1228

22 \_\_\_\_\_  
23 <sup>5</sup> Potentially, because NRS 444.520 provides that such liens “*may* be foreclosed in the same manner” as a  
24 mechanic’s lien, not that it “must” or “shall” be foreclosed in that manner. NRS 444.520(3) (emphasis  
added); *see also* NRS 0.025 (“‘May’ confers a right, privilege or power . . . ‘Must’ expresses a requirement . .  
‘Shall’ imposes a duty to act.”).

25 <sup>6</sup> *See Schofield v. Copeland Lumber Yards, Inc.*, 101 Nev. 83, 84, 692 P.2d 519, 519-20 (1985) (discussing  
26 the fact that “[t]he statutory directives for perfection of a materialman’s lien” contained in NRS 108.226  
27 “were followed in all particulars except” those required under NRS 108.226(4)(d)); NRS 108.226 (entitled  
28 “Perfection of lien”); *see also Coast Hotels and Casinos, Inc. v. Nev. State Labor Comm’n*, 117 Nev. 835,  
841-42, 34 P.3d 546, 551 (2001) (“The title of a statute may be considered in determining legislative  
intent.”).

1 (legislative intent is first ascertained from the statute’s plain language and meaning).

2 **2. NRS 444.520 Contains Its Own Prerequisites for Perfection of A**  
3 **Garbage Lien; Service of a Notice of Intent is Not One of Them**

4 Second, any argument that the Legislature impliedly intended to adopt the requirements for  
5 perfecting a mechanic’s lien—including the requirement of delivering advance notice of intent to  
6 lien—ignores the language of NRS 444.520(4), which explicitly sets forth what must occur before a  
7 garbage lien becomes effective (i.e., “perfected”): “A lien against the property served is not  
8 effective until a notice of the lien” is (a) mailed to the last known owner, (b) delivered to the county  
9 recorder, (c) recorded, and (d) indexed. (Emphasis added); *see also* Exhibit 13, Minutes of the  
10 Meeting of the Assembly Committee on Health and Human Services on May 20, 2005, at 13  
11 (testimony of Barbara Dimmitt, Committee Policy Analyst, Legislative Counsel Bureau) (noting  
12 that SB 354 “requires certain notification and other procedures to occur before a lien may take  
13 effect.”). Rules of statutory interpretation prohibit Plaintiff from implying additional prerequisites  
14 to the effectiveness of a garbage lien that the Legislature did not supply. *See McKay*, 103 Nev. at  
15 492, 746 P.2d at 125 (when a statute is silent “it is not the business of this court to fill in alleged  
16 legislative omissions based on conjecture as to what the legislature would or should have done.”).

17 Thus, a plain reading of NRS 444.520 indicates the Legislature did not intend to require  
18 notices of intent to lien, because NRS 444.520 (a) does not adopt by reference the perfection or  
19 notice of intent requirements applicable to mechanic’s liens, but instead (b) NRS 444.520(4)  
20 explicitly dictates the steps that must be taken to perfect a garbage lien, and “service of a notice of  
21 intent to lien upon the owner” is not one of them. *See e.g., Skyland Metro. Dist. v. Mountain W.*  
22 *Enter., LLC*, 184 P.3d 106 (Colo.App. 2007) (determining that similarly worded Colorado statute,<sup>7</sup>  
23 which allowed liens for water and sanitation user fees to be foreclosed in the same manner as  
24 mechanics’ liens, did not also adopt notice of intent to lien required to perfect a statutory lien).  
25 Therefore, the Court should reject Plaintiff’s arguments concerning notices of intent to lien.

26 \_\_\_\_\_  
27 <sup>7</sup> *Id.* at 116 (“Under the Act, until paid, a special district’s fees ‘constitute a perpetual lien on and against the  
28 property served, and any such lien may be foreclosed in the same manner as provided by the laws of this state  
for the foreclosure of mechanics’ liens.”) (quoting Section 32–1–1001(1)(j)(I), C.R.S.2006 ).

1           **C.     A GARBAGE LIEN NEED NOT BE RECORDED WITHIN 90-DAYS OF DELINQUENCY**

2           Plaintiff next requests the Court to hold that Waste Management must “record its notice of  
3           lien within ninety (90) days after the date of its delinquency, that is, ninety (90) days after the  
4           quarterly payment was due and not paid for services rendered.” *See* Motion at 5. Plaintiff argues  
5           that this requirement of the mechanic’s lien statutes—contained in NRS 108.226(1)(a)—is implied  
6           under NRS 444.520. This argument too is incorrect.

7                           **1.     NRS 444.520 Incorporates Only the Manner for “Foreclosing” A**  
8                           **Mechanic’s Lien, Not The Manner for Perfecting A Lien**

9           First, for the reasons set forth above, Plaintiff’s argument ignores that NRS 444.520  
10          permissively applies to garbage liens only the procedures for foreclosing on a mechanic’s lien, not  
11          the procedures for perfecting the same. As noted above, the requirements in NRS 108.226 are  
12          prerequisites to the perfection of a mechanic’s lien. *See* NRS 108.226; *Schofield*, 101 Nev. at 84,  
13          692 P.2d at 519-20. Thus, and because NRS 444.520 does not contain any express deadlines  
14          dictating by what date a garbage lien must be recorded, Plaintiff’s attempt to adopt NRS  
15          108.226(1)(a) is improper. *See Lucero*, 127 Nev. Adv. Op. 7, 249 P.3d at 1228 (legislative intent is  
16          first ascertained from the statute’s plain language and meaning).

17                           **2.     Plaintiff’s Argument is Improper Even Under NRS 108.226(1)(a)**

18          Additionally, even if the 90 day deadline imposed under NRS 108.226(1)(a) were  
19          applicable, Plaintiff’s suggestion that it would require Waste Management to record the notice of  
20          lien within 90 days of the customer’s “delinquency” in payment fundamentally misapplies NRS  
21          108.226(1)(a). In this regard, NRS 108.226 provides that in order to perfect a lien, among other  
22          things, the lien claimant must record the notice of lien,

23                   [w]ithin 90 days after the date on which *the latest of the following occurs*: (1) The  
24                   completion of the work of improvement; (2) The last delivery of material or  
25                   furnishing of equipment by the lien claimant for the work of improvement; or (3)  
                    The last performance of work by the lien claimant for the work of improvement.

26          NRS 108.226(1)(a) (emphasis added). Notably, the date of “delinquency in payment” by the  
27          customer does not trigger the 90-day deadline under NRS 108.226(1)(a). *See id.* Instead, each of  
28          the triggering events relates to the date work/materials/equipment were last provided to the

1 construction project (by the lien claimant or otherwise). Thus, utilization of the date of the  
2 “delinquency” is wrong under any standard.

3 Moreover, Plaintiff’s argument ignores the continuous nature of garbage removal services.  
4 Of the three triggering events under NRS 108.226(1)(a), only the date of the “last performance of  
5 work by the lien claimant” could apply here. However, as noted above, at the time the liens in  
6 question were recorded, the 1994 Franchise Agreement and applicable local code required Waste  
7 Management’s subsidiary to continue to provide its “work” (i.e., waste removal services) at all  
8 times, irrespective of whether it was being paid by the customer. *See* RMC 5.90.060 (2011),  
9 *amended by* Reno Ord. No. 6260, § 1 (Nov. 7, 2012) (requiring franchisee to “[g]uarantee that  
10 garbage service shall be available to the residents of the city **at all times** and that **all garbage within**  
11 **the city shall be removed** in an expeditious manner in accordance with the terms of the franchise.”)  
12 (emphasis added); Exhibit 2 ¶ 3.6 (same).

13 Even if that requirement did not exist, however, under the plan language of NRS  
14 108.226(1)(a), so long as RDC continued to provide services for the benefit of the Property, the 90-  
15 day deadline to record the lien would never be triggered, because there would be no date of “[t]he  
16 last performance of work by the lien claimant.” In short, Plaintiff’s arguments simply do not apply.

17 **D. THE EXPRESS LANGUAGE OF NRS 444.520 REJECTS PLAINTIFF’S ARGUMENT**  
18 **REGARDING AN ALLEGED 6-MONTH DEADLINE TO INITIATE FORECLOSURE**

19 Plaintiff’s final argument is that Waste Management “had an obligation to file its suit to  
20 collect the lien within six (6) months after” the date it recorded the subject liens on behalf of RDC.  
21 *See* Motion at 6. In arguing for this interpretation, Plaintiff relies upon NRS 108.233, which  
22 provides that a mechanic’s lien “must not bind the property subject to the lien for a period longer  
23 than 6 months after the date on which the notice of lien was recorded” absent the commencement of  
24 a lawsuit to foreclose upon the lien, or unless the owner expressly agrees to extend the deadline in  
25 writing after the recording of the lien. *See* NRS 108.233(1). If the lawsuit to foreclose upon the  
26 lien is not filed within 6 months after the record date, or unless the period is otherwise extended, the  
27 “notice of lien shall be deemed to have expired as a lien against the property.” NRS 108.223(2).  
28 Plaintiff’s attempt to apply NRS 108.233 to a garbage lien recorded under NRS 444.520 fails.

1 As stated in Sections IV.B.1 and IV.C.1, *supra*, Plaintiff errs by looking to anything other  
2 than the “manner . . . provided for the foreclosure of mechanics’ lien.” *See* NRS 444.520. The 6-  
3 month deadline is not found in NRS 108.239—which dictates the manner for the foreclose of a  
4 mechanic’s lien—but is instead found in NRS 108.233 (entitled “Duration of lien”). Neither the  
5 express language of NRS 444.520, nor the legislative history of SB 354, suggests or references in  
6 any manner the 6-month duration Plaintiff seeks to impose. In fact, the language of NRS 444.520  
7 provides that the garbage liens are not subject to *any* similarly limited duration.

8 Specifically, NRS 444.520(3) provides that “[u]ntil paid, any fee or charge levied pursuant  
9 to subsection 1 constitutes a perpetual lien against the property served.” “‘Until’ is a functional  
10 word to indicate continuance (as of an action, condition or state) up to a particular time. ‘Perpetual’  
11 means continuing forever; everlasting; eternal.” *See Wasson v. Hogenson*, 583 P.2d 914, 919 (Colo.  
12 1978) (construing statute that similarly provided “that ‘until paid’ all Charges shall constitute a  
13 ‘perpetual lien’ against the property served.”) (citation omitted). The language employed by the  
14 Legislature in NRS 444.520 is capable of but one reasonable interpretation: a garbage lien  
15 encumbers the property forever (i.e., is “perpetual”), “until paid.” The Court is not permitted to  
16 ignore this clear and unambiguous language. *Building & Constr. Trades*, 108 Nev. at 610, 836 P.2d  
17 at 636 (“[w]hen a statute is susceptible to [only] one natural or honest construction, that alone is the  
18 construction that can be given.”); *Quinn*, 117 Nev. at 713, 30 P.3d at 1120 (if the language of the  
19 statute has a definite meaning, courts should not look beyond the statute’s plain language). Indeed,  
20 to adopt Plaintiff’s argument concerning the alleged 6-month duration would impermissibly negate  
21 and render meaningless the Legislature’s chosen language (“until paid” and “perpetual”) and clear  
22 intent as derived therefrom. *See Karcher Firestopping*, 125 Nev. at 113, 204 P.3d at 1263 (“This  
23 court generally avoids statutory interpretation that renders language meaningless or superfluous.”).

24 The Colorado Court of Appeals considered, and rejected, an argument identical to Plaintiff’s  
25 here in *N. Washington Water and Sanitation Dist. v. Majestic Sav. and Loan Ass’n*, 594 P.2d 599  
26 (Colo.App. 1979). There, the North Washington Water and Sanitation District (“District”) provided  
27 water and sewer taps (i.e., new connections to existing water and sewer lines) to certain land in  
28 1970. When the owner failed to pay for such taps, in November 1970, the District commenced an



1 action against the then owners of the property to collect the tap fees. The lawsuit was tried multiple  
2 times due to an appellate reversal, but ultimately resulted in a judgment against the owners in July  
3 1976. Thereafter, in April 1977, as the judgment apparently had not been paid, the District filed a  
4 new foreclosure action, claiming that it had a statutory lien against the property for the unpaid tap  
5 fees pursuant to C.R.S.1963, 89-5-13. During the pendency of the foreclosure action, Majestic  
6 Savings and Loan Association (“Majestic”) separately foreclosed against the property pursuant to a  
7 deed of trust executed by the owners. Majestic thereafter argued in the District’s foreclosure action  
8 that the District did not have a valid lien under C.R.S.1963, 89-5-13, or alternatively that the District  
9 had failed to properly perfect or timely foreclose upon the same.

10 On appeal, the Colorado Court of Appeals, Division II, rejected each Majestic’s arguments.  
11 Relevant hereto, C.R.S.1963, 89-5-13, provided in part:

12 Until paid, all rates, tolls or charges (of a water and sanitation district) shall  
13 constitute a perpetual lien on and against the property served, and any such lien may  
14 be foreclosed in the same manner as provided by the laws of the State of Colorado  
for the foreclosure of mechanics’ liens.

15 *Id.* at 600. Majestic, like the Plaintiff here, argued that because the statute indicated that the “lien  
16 may be foreclosed in the same manner as provided . . . for the foreclosure of mechanics’ liens,” the  
17 District was required to bring a foreclosure proceeding within the deadline applicable to the  
18 foreclosure of mechanic’s liens, which, also like here, was six months from the date of recording.  
19 *Id.* The Court summarily rejected that argument, stating that “a six-month time limit is inconsistent  
20 with the statutory language that ‘(u)ntil paid all . . . charges shall constitute a perpetual lien on and  
21 against the property served.’” *Id.* at 601 (emphasis added).

22 The plain language of NRS 444.520 dictates the same result be reached here. *See* NRS  
23 444.520; *In re George J.*, 128 Nev. Adv. Op. 32, 279 P.3d at 190 (“If the statute’s language is clear  
24 and unambiguous, [the court will] enforce the statute as written.”); *see also* Exhibit 13, Minutes of  
25 the Meeting of the Assembly Committee on Health and Human Services on May 20, 2005, at 13  
26 (testimony of Barbara Dimmitt, Committee Policy Analyst, Legislative Counsel Bureau, indicating  
27 that the lien for unpaid fees is intended to remain in effect “until it’s paid.”). Accordingly,  
28 Plaintiff’s interpretation should be rejected.

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Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

1 **V. CONCLUSION**

2 For the foregoing reasons, Defendant respectfully requests the Court to deny Plaintiff's  
3 Motion for Partial Summary Judgment.

4 The undersigned does hereby affirm that the preceding document does not contain the social  
5 security number of any person.

6 DATED this 28th day of March, 2014.

7 HOLLAND & HART LLP

8  
9 /s/ Bryan L. Wright  
Gregory S. Gilbert (6310)  
Bryan L. Wright (10804)  
10 9555 Hillwood Drive, 2nd Floor  
Las Vegas, Nevada 89134

11 - and -

12  
13 Matthew B. Hippler (7015)  
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14 Reno, Nevada 89511

15 *Attorneys for Defendants Waste Management*  
16 *of Nevada, Inc. and Karen Gonzales*

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**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b), I certify that on the 28th day of March, 2014, I served a true and correct copy of the foregoing **OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

C. Nicholas Pereos  
C. NICHOLAS PEREOS, LTD.  
1610 Meadow Wood Lane, Ste. 202  
Reno, NV 89502  
Telephone: (775) 329-0678  
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cpereos@att.net

Attorneys for Plaintiff, WEST TAYLOR  
STREET, LLC

/s/ Alexis Grangaard  
An Employee of HOLLAND & HART LLP

**HOLLAND & HART LLP**

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Las Vegas, NV 89134

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**APPENDIX OF EXHIBITS**

<b>EXHIBIT 1</b>	Declaration of David Stratton
<b>EXHIBIT 2</b>	First Amended City of Reno Garbage Franchise Agreement
<b>EXHIBIT 3</b>	Invoices for Account No. 010-74135
<b>EXHIBIT 4</b>	Waste Management letter to City of Reno (03/06/2009)
<b>EXHIBIT 5</b>	Exclusive Franchise Agreement Residential Solid Waste and Recyclable Materials
<b>EXHIBIT 6</b>	Notice of Lien for Garbage Fees – Residential User
<b>EXHIBIT 7</b>	Second Notice of Lien for Garbage Fees – Residential User
<b>EXHIBIT 8</b>	2005 Senate Bill No. 354 as Enrolled
<b>EXHIBIT 9</b>	Declaration of Bryan L. Wright, Esq.
<b>EXHIBIT 10</b>	2005 Senate Bill No. 354, as Introduced March 25, 2005
<b>EXHIBIT 11</b>	Minutes of the Senate Committee on Government Affairs on April 6, 2005
<b>EXHIBIT 12</b>	Exhibit E to the Minutes of the Senate Committee on Government Affairs on April 6, 2005
<b>EXHIBIT 13</b>	Minutes of the Meeting of the Assembly Committee on Health and Human Services on May 20, 2005

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2014-03-28 03:59:31 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 4365026 : azion

# EXHIBIT 1

# EXHIBIT 1

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11 *Attorneys for Defendants Waste Management*  
12 *of Nevada, Inc. and Karen Gonzales*

13  
14 **SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

15 **IN AND FOR THE COUNTY OF WASHOE**

16 WEST TAYLOR STREET, LLC, a limited  
liability company,

17 Plaintiff,

18 vs.

19 WASTE MANAGEMENT OF NEVADA,  
20 INC., KAREN GONZALEZ, and DOES 1  
THROUGH 10,

21 Defendants.  
22

CASE NO.: CV12-02995  
DEPT. NO.: 4

DECLARATION OF DAVID STRATTON IN  
SUPPORT OF OPPOSITION TO  
PLAINTIFF'S MOTION FOR PARTIAL  
SUMMARY JUDGMENT

23  
24 I, David Stratton, declare as follow:

25 1. I am over the age of eighteen years, and have personal knowledge of the matters  
26 stated herein, except as to those matters stated upon information and belief, and as to those matters,  
27 I believe them to be true. If called as a witness, I would be competent to testify as to the matters  
28 stated in this Declaration.

1           2.       I am the Vice President and Assistant Secretary for Waste Management of Nevada,  
2 Inc. ("Waste Management"), and also serve as the Vice President for Reno Disposal Company, Inc.  
3 ("RDC"). Further, I serve in the position of Area Controller/Director of Finance for all Waste  
4 Management, Inc. entities operating in the Northern California-Nevada Area.

5           3.       I make this Declaration in support of Waste Management's Opposition (the  
6 "Opposition") to Plaintiff West Taylor Street, LLC's ("Plaintiff") Motion for Partial Summary  
7 Judgment.

8           4.       A true and correct copy of the August 9, 1994, First Amended City of Reno  
9 Garbage Franchise Agreement between RDC and the City of Reno is attached to the Opposition as  
10 **Exhibit 2.**

11          5.       On or about June 1, 1998, Waste Management acquired RDC. Since that date, RDC  
12 has remained a wholly owned subsidiary of Waste Management. Further, since that date, Waste  
13 Management has performed various administrative functions on behalf of RDC, including  
14 specifically invoicing and collection.

15          6.       Waste Management account numbers associated with Plaintiff's property are  
16 Account No. 010-74134 for service address 345 Taylor St. W., and Account No. 010-74135 for  
17 service address 347 Taylor St. W.

18          7.       True and correct copies of invoices issued by Waste Management, on behalf of  
19 RDC, to Plaintiff concerning Account No. 010-74135, are attached to the Opposition as **Exhibit 3.**

20          8.       A true and correct copy of the March 6, 2009 letter from Waste Management, on  
21 behalf of RDC, exercising the contractual option to extend the term of the First Amended City of  
22 Reno Garbage Franchise Agreement is attached to the Opposition as **Exhibit 4.**

23          9.       On or about November 7, 2012, RDC and the City of Reno entered into several new  
24 franchise agreements. Among them was the Exclusive Franchise Agreement Residential Solid  
25 Waste and Recyclable Materials, a true and correct copy of which is attached to the Opposition as  
26 **Exhibit 5.**

27          10.       On February 23, 2012, Waste Management, on behalf of its "affiliate" RDC, filed a  
28 Notice of Lien for Garbage Fees – Residential User in the amount of \$489.47 against the Property.

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9555 Hillwood Drive, 2nd Floor  
Las Vegas, NV 89134  
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1 11. A true and correct copy of the February 23, 2012 Notice of Lien for Garbage Fees –  
2 Residential User is attached to the Opposition as **Exhibit 6**.

3 12. On November 26, 2012, Waste Management, on behalf of its “affiliate” RDC, filed  
4 a Notice of Lien for Garbage Fees – Residential User in the amount of \$859.78 against the Property.

5 13. A true and correct copy of the November 26, 2012 Notice of Lien for Garbage Fees  
6 – Residential User is attached to the Opposition as **Exhibit 7**.

7 I declare under penalty of perjury under the law of the State of Nevada, that the foregoing is  
8 true and correct.

9 DATED this 27<sup>th</sup> day of March, 2014.

10   
11 David Stratton



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Clerk of the Court  
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# EXHIBIT 2

# EXHIBIT 2

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ISA

FIRST AMENDED  
CITY OF RENO GARBAGE FRANCHISE AGREEMENT

This Agreement, made and entered into this 9<sup>th</sup> day of August, 1994, by and between THE CITY OF RENO, a political subdivision of the State of Nevada, hereinafter referred to as "City of Reno", and RENO DISPOSAL CO., a Nevada corporation, hereinafter referred to as "Reno Disposal".

W I T N E S S E T H :

WHEREAS, City of Reno awarded to Reno Disposal an exclusive franchise for the operation of a garbage collection and disposal service for all the incorporated areas of the City of Reno;

WHEREAS, the terms and conditions of said exclusive franchise were incorporated into a written agreement dated March 14, 1983;

WHEREAS, Reno Disposal has exercised an option to extend the term of the franchise and the parties have agreed to redefine the primary term of this franchise agreement;

WHEREAS, the parties have agreed that Reno Disposal should have an option to extend the primary term of the franchise agreement;

WHEREAS, certain terms and conditions of the original franchise agreement no longer apply and the laws relating to the regulation of solid waste have changed since the adoption of the original franchise agreement; and

WHEREAS, the parties desire to restate the franchise agreement, incorporate an option to extend, and incorporate changes which have occurred since the effective date of the Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and for other valuable consideration the receipt of which is hereby specifically

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acknowledged, the parties hereto do hereby agree as follows:

I.

DEFINITIONS

As used in this Agreement the following definitions apply:

1.1 "Solid Waste" or the "Solid Waste Stream" has the meaning ascribed to it in NRS 444.490 which definition includes all putrescible and nonputrescible refuse in solid or semisolid form, including, but not limited to, garbage, rubbish, junk vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, solid or semisolid commercial and industrial waste. The term does not include "hazardous" waste as that term is defined by NRS 459.400 to 459.600, inclusive.

1.2 "Garbage" means putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, and sale and serving of food and beverage. This includes, but is not limited to:

(a) Offal, swill, kitchen and table waste, and other organic animal and vegetable waste.

(b) Bottles, cans, cups, plates, utensils, containers, and/or covering of any construction or material that has been in intimate contact with food, confection, and/or beverage, and;

(c) Any component used in the preparation or manufacture of matter intended for animal or human consumption, and;

(d) Such matter and/or materials listed in (a) through (c) above that have been discarded without first being sanitized.

1.3 The mixing, addition, or commingling of garbage with rubbish, trash, or other waste matter exclusive of Group 1 wastes

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(as determined by Regulations of the District Board of Health governing solid waste management), renders the entire resulting mixture as garbage and requires the mixture to be handled as garbage.

1.4 The District Board of Health may authorize a different treatment of the solid waste stream for materials removed from the solid waste stream as "recyclable material" as defined by Chapter 444A of the Nevada Revised Statutes, and handled in accordance with regulations issued by the State Environmental Commission and the District Board of Health.

1.5 "Rubbish" as used in this Agreement includes and means non-putrescible solid waste, exclusive of those unsanitized materials that have been in contact with garbage. These wastes include, but are not limited to, ashes, paper, cardboard, wood, glass, crockery, plastics and rubbish.

1.6 "Waste Matter" as used in this Agreement means unwanted or discarded materials resulting from any activity.

1.7 "District Board of Health" as used in this Agreement means the District Board of Health of the Washoe County Health District created pursuant to Chapter 439 of the Nevada Revised Statutes by the interlocal agreement of the City of Reno, City of Sparks and the County of Washoe, Nevada.

1.8 "District Health Officer" as used in this Agreement means the person appointed by the District Board of Health who is responsible for the enforcement of state and local health, sanitation and nuisance laws and the enforcement of regulations as adopted by the District Board of Health.

## II.

### GRANT OF EXCLUSIVE FRANCHISE

2.1 Franchise. City of Reno does hereby grant to Reno Disposal the exclusive right, privilege, obligation and franchise for the collection, hauling and disposal of garbage within the incorporated area of the City of Reno.

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2.2 Term. This First Amended Franchise Agreement is effective as of October 1, 1994, and shall continue in full force and effect for a term of fifteen (15) years thereafter. Upon expiration of the fifteen (15) year primary term, Reno Disposal shall have the right to extend the term of the franchise for an additional ten (10) year term. Said right and option to extend the term for an additional ten year term shall be exercised by Reno Disposal by giving written notice to the City of Reno at least six months prior to the expiration of the primary term, and provided that Reno Disposal, its successors or assigns, is not in default under any duty or obligation on its part to be performed under this Agreement.

2.3 Garbage Only. It is understood and agreed that this exclusive franchise is limited to the collection and disposal of "garbage" and does not include rubbish and waste matter, all as defined by Section 4.22.010 of the City of Reno Municipal Code.

2.4 Title To The Solid Waste Stream. The title to all of the solid waste stream and the property rights associated therewith for the collection and disposal of solid waste under this Agreement shall be the sole property of Reno Disposal.

For purposes of this Agreement, the transfer of title occurs at the time that solid waste is deposited by residential customers in containers and left at the curb for collection by Reno Disposal or is deposited by commercial customers in dumpsters or equivalent containers and left for collection by Reno Disposal.

### III.

#### OBLIGATIONS OF FRANCHISE HOLDER

3.1 Equipment. Reno Disposal shall at its cost and expense, furnish a sufficient number of trucks and other equipment, including all drivers and workers required for the service, operation, and maintenance of said trucks and other equipment for the purposes of providing a regular and satisfactory garbage collection and disposal service in the areas covered hereby.

3.2 Sanitary Operation. Reno Disposal shall at all

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times exercise diligence in the supervision of its personnel to the end that care is taken to deposit all garbage inside collection vehicles, leaving no evidence, bits or pieces of garbage or other waste matter upon any street, alley, walkway or other public place within the City. Collection vehicles shall be safe, adequate and clean, constructed in such a manner to be completely covered so as to prevent the sifting, spilling, dripping or blowing of any contents from the vehicle. Reno Disposal's collection equipment shall be modern, up-to-date, maintained in good repair, and reasonably water tight. The exterior of the equipment shall be kept clean and presentable and the interior shall be thoroughly cleaned after dumping each load.

3.3 Public Relations. Reno Disposal shall diligently exercise supervision and training of its personnel to the end that the public coming into contact with such personnel shall be treated decently and courteously at all times. All workers employed by Reno Disposal shall be prohibited from the use of profanity with the public and no drinking of alcoholic beverages shall be allowed, nor shall any employee be allowed to work while under the influence of alcohol, drugs, or other stimulants.

3.4 Sanitary Landfill. Reno Disposal shall be required to deposit all solid waste collected pursuant to this Franchise Agreement at an approved landfill site. For purposes of this Franchise Agreement, an approved landfill site is one holding a valid permit to permanently deposit municipal solid waste in accordance with all applicable laws and regulations of the United States, the State of Nevada, the Nevada Environmental Commission, and the Washoe District Board of Health.

The approved landfill must be one open to the public to the end that residents of the City of Reno will have a disposal site for trash and other items of solid waste not collected pursuant to this Franchise Agreement.

It shall be the sole responsibility of Reno Disposal to provide for the permanent deposit of solid waste collected pursuant to this agreement, in accordance with all applicable Federal, State and Local laws and regulations. Reno Disposal shall comply with this requirement by operating its own landfill or by entering into

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an agreement with the operator of a landfill which meets the requirements of this agreement.

3.5 Transfer Station. Reno Disposal shall be required to utilize an approved transfer station within the city limits of the City of Reno. The transfer station shall provide for the temporary collection and compaction of solid waste so that an economical method of transportation of solid waste to an approved landfill is utilized by Reno Disposal.

For purposes of this Franchise Agreement, an approved transfer station is one holding a valid permit for the temporary storage of municipal solid waste in accordance with all applicable laws and regulations of the United States, the State of Nevada, the Nevada Environmental Commission, and the Washoe District Board of Health.

The transfer station to be considered approved under this agreement must be open to the public, with rates for public dumping conspicuously posted, along with the hours of operation and the method of determining how rates will apply to the amount of material delivered for dumping.

It shall be the sole responsibility of Reno Disposal to provide for a transfer station meeting the requirements of this agreement. Reno Disposal may comply with this requirement by operating its own transfer station or by entering into an agreement with the operator of a transfer station which meets the requirements of this agreement.

In the event Reno Disposal elects to contract with the operator of a transfer station, located within the city limits of the City of Reno, then the transfer station shall not be an approved transfer station unless the operator agrees to pay to the City of Reno a "host community fee". The host community fee shall be equal to twenty nine cents (.29) per ton of all solid waste processed through the transfer station; provided, however, the host community fee shall not be less than one hundred thousand dollars(\$100,000)annually. The host community fee shall be payable monthly, commencing with the effective date of this agreement.

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The host community fee shall be subject to annual increases based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U.S. City Average-Other Utilities and Public Services (1982=100) ("CPI") as published by the Bureau of Labor Statistics, Washington, D.C. commencing with the index for June, 1994. The first adjustment for the period June, 1994 to June, 1995, shall be made effective as of October 1, 1995, and the community host fee shall be adjusted annually thereafter in the same manner as rates are adjusted under paragraph 5.3 hereof (including the provision for a maximum and minimum CPI adjustment).

In the event Reno Disposal utilizes the facilities of more than one transfer station located in the City of Reno then the host community fee shall be computed based on the combined volume of solid waste processed through all such transfer stations; provided, however, that the one hundred thousand dollar minimum shall apply to the combined volume of solid waste so processed and not to individual transfer stations.

It shall be the responsibility of Reno Disposal to collect the host community fee and deliver the fee to the City of Reno on a monthly basis. It shall also be the responsibility of Reno Disposal to verify and confirm that the transfer station is using verifiable methods for weighing solid waste processed through the transfer station.

3.6 Garbage Service. Reno Disposal shall make available garbage service to the residents of the City at all times and remove in an expeditious manner all garbage within the City in accordance with the terms of this Agreement.

3.7 Weekly Garbage Service. Reno Disposal shall collect garbage from all residences, multi-residences, business locations, public places and any other locations wherever situated in the City at least once a week.

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IV.

FRANCHISE FEE

4.1 Franchise Fee. From the effective date of this First Amended agreement, Reno Disposal, its successors and assigns, shall pay to the City of Reno, in monthly installments, a franchise fee in an amount equal to seven percent (7%) of the "gross receipts" collected by Reno Disposal in accordance with this agreement. City of Reno reserves the right to increase the amount of the franchise fee, which increase shall be in addition to the rates determined under paragraph 5.4 hereof.

4.2 Definition of "Gross Receipts". The term "gross receipts" as used in this Agreement includes all money, cash, receipts, property, or other thing of value collected by Reno Disposal from subscribers in the City of Reno who use the service of Reno Disposal under this Agreement.

4.3 Record Keeping. During the life of this Agreement, Reno Disposal shall keep full, true, and correct books, records, and accounts, establishing the identity and number of customers served by it, and the amount of its gross monthly receipts which said books, records, and accounts shall at all times be open to inspection by the duly authorized representatives of the City of Reno during regular business hours. Further, Reno Disposal shall furnish to the City of Reno monthly a statement of all its gross receipts attested as being correct by a representative of Reno Disposal duly authorized to do so.

V.

GARBAGE COLLECTION RATES AND PROCEDURES

5.1 Right to Collect. For and in consideration by Reno Disposal or the obligations on its part to be performed hereunder, Reno Disposal shall be entitled to charge its customers a fee or rate for all services rendered hereunder.

5.2 Mandatory Use of Garbage Services Within the City. The City of Reno shall enact an ordinance providing that each

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individual, firm, association, corporation, partnership, business, or other entity which accumulates or causes the accumulation of garbage, as defined by the Reno Municipal Code, upon any premises within the City of Reno shall subscribe to the collection, hauling and disposal of garbage pursuant to the provisions of this Agreement and the Reno Municipal Code.

For purposes of determining whether garbage must be subscribed to in accordance with the provisions of the Reno Municipal Code, it is presumed that every single family dwelling, any building containing rooms for sleeping and overnight accommodations, every building or dwelling unit with a kitchen facility, and every business which permits food and drink to be sold, served or consumed on the premises is accumulating or causing the accumulation of garbage upon the premises. Any owner or occupant of dwelling units or business establishments desiring to be exempt from garbage service or claiming that garbage is not being accumulated upon the premises, must have the written approval of the District Health Officer, which approval shall not be granted except upon the showing that garbage, as defined by Section 10.08.010 of the Reno Municipal Code, is not being accumulated upon the premises and that no attempt is being made to haul, bury or otherwise dispose of garbage in violation of Chapter 10.08 of the Reno Municipal Code. The District Health Officer shall determine all questions as to whether waste materials are putrescible and therefore garbage or are rubbish and waste material as defined in Section 10.08.010.

5.3 Establishing Rates and Adjustments. The Rates to be charged by Reno Disposal to subscribers shall be established by City of Reno Ordinance within the guidelines described in this subparagraph and subparagraph 5.4 hereof. The rates established by the City Council as of the effective date of this Amended Agreement are set out in Exhibit "A" and incorporated herein by reference.

The rates in effect as of the effective date of this Amended Agreement, and all rates established by the City Council hereafter shall be subject to annual increases based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U.S. City Average-Other Utilities and Public Services (1982=100) ("CPI") as published by the Bureau of Labor Statistics,

Washington, D.C. commencing with the index for June, 1993, being the base period for purposes of making adjustments.

The first adjustment shall be made effective as of October 1, 1994, and shall be based upon the CPI increase for the period June, 1993 to June, 1994, and rates shall be adjusted in the same manner annually thereafter. In addition, on October 1, 1994 an additional 2% increase will be made to account for the franchise fee increase to 7% set out in paragraph 4.1 hereof.

Adjustments in accordance with the CPI shall be subject to the following qualifications:

a) Rates adjusted in accordance with the CPI shall not be greater than six percent (6%) nor less than zero percent (0%) in any one year regardless of the percentage change in the CPI; and

b) In the event Reno Disposal obtains a return on revenues (as defined in paragraph 5.4 hereof) that averages more than eight percent (8%) per annum, using a 3-year rolling average, then the company will not be entitled to make a cost of living adjustment for the immediately succeeding year, and continually thereafter so long as the 3-year rolling average of return on revenues exceeds 8%.

Rates adjusted in accordance with the consumer price index as described herein shall not include the rate for recycling which is described in Article VI hereof.

5.4 Rate Review. Notwithstanding the method of establishing rates as described in subparagraph 5.3 hereof, the parties agree that Reno Disposal shall be entitled to collect a just and reasonable rate from all subscribers to the services rendered in collecting and disposing of garbage, rubbish and waste matter under this Agreement. In establishing rates, the City of Reno and Reno Disposal agree:

- (i) Reno Disposal shall be entitled to a fair return on revenues. Return on revenues is hereby defined as the ratio of net

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income to gross revenues. Net income is arrived at by deducting all expenses (including taxes) from gross revenues.

- (ii) Rates shall be reviewed by the parties periodically and rates may be adjusted so as to allow Reno Disposal to recover its reasonable costs of operation and receive a fair return on revenues. It is the intent of the parties that the rate adjustment shall be made by the City of Reno after due consideration of both the rights of the public to be served at a fair and reasonable charge and the right of Reno Disposal to a fair return on revenues.

5.5 Establishing Rates. Reno Disposal shall be entitled to collect a garbage collection fee based upon the following criteria:

- (i) The charge for weekly collection, hauling and disposal of garbage for every single family residence shall be for one "designated container". A "designated container" as defined by Section 10.08.060 of the Reno Municipal Code shall be equal to a container not to exceed a capacity of 32 gallons and 75 pounds in weight, or be a container approved by the franchise holder. The rate for residential service includes one designated container for garbage.

- (ii) The residential rate for each "designated container" shall include, at no additional cost, the removal of one cubic yard of rubbish or waste matter, provided that the same is secured in the manner set forth in Chapter 10.08.010 and placed behind the curb or on the edge of the alley by 7:00 a.m. on the regular

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collection day.

(iii) The franchise holder shall collect garbage more frequently than once a week, and the public shall be required to subscribe to more frequent service, in order to prevent unlawful accumulations (as determined by District Health Officer) of garbage, rubbish or waste matter as defined by City of Reno Ordinances.

(iv) When requested, the franchise holder shall provide more frequent collections on a regular basis, and the rate for such additional collections shall be in accordance with the rate for special, intermittent or isolated services as set forth in the City of Reno Ordinances.

(v) The franchise holder shall collect garbage once a month at residences, versus once a week, for those persons who apply with the franchise holder for a permit allowing garbage collection only once per month. The permit shall be allowed only upon approval by the District Health officer.

(vi) The residential rate charged by the franchise holder shall require that the designated container, along with the permissible amount of rubbish and waste matter, be placed behind the curb or on the edge of the alley by 7:00 a.m. on the regular collection day. The franchise holder shall be entitled to collect an additional charge as set forth in Section 4.26.070(1) of the City of Reno Ordinances for any additional containers of garbage, rubbish or waste matter which would be in addition to the regular residential service.

(vii) All multiple dwelling buildings, including but not limited to, duplexes, apartments, condominiums, cooperatives, mobile homes and trailer parks, and any other building or businesses containing multiple dwelling units which buildings are not a single family dwelling unit, and an additional charge for each dwelling unit requesting additional containers or services; provided, however, an owner of a multiple dwelling building or business, by using dumpsters or equivalent containers, may make application to the franchise holder to be charged in accordance with the rates for business establishments.

(viii) Commercial rates shall apply to each business establishment, public building or place, and also buildings of a commercial nature containing dwelling units or living accommodations of a temporary or transient nature, including but not limited to motels, hotels, boarding houses and rooming houses.

(ix) The District Health Officer, upon application of either the franchise holder or any owner requesting service, shall have the power and authority to determine whether the service requested by an individual or business establishment is adequate to prevent the unlawful accumulation of garbage or to prevent a health hazard or nuisance.

5.6 Billing Procedures. Reno Disposal shall be entitled to adopt and enforce the following billing procedures:

(i) The application of residential rates as provided by Reno Municipal Ordinance shall be collected by Reno Disposal whenever there is an accumulation of garbage on the premises as defined by City of Reno Ordinances, regardless

of the amount of such accumulation. Reno Disposal may establish procedures for discounting billings to those premises which may be vacant or unused. Such procedures shall be reviewed and approved by the City.

(ii) Billing for residential service shall be in advance for the charges allowed by City Ordinance on a quarterly basis, and such charges shall be due and payable on the first day of each billing period. The bill or charge for residential service shall be delinquent if not fully paid on the last day of each quarterly period.

(iii) The franchise holder shall bill for commercial service in advance on a monthly basis, and such charges shall be due and payable on the first day of each billing period. The bill or charge for commercial service shall be delinquent if not fully paid on the last day of each monthly period.

(iv) In case any person shall fail to pay the charges for residential or commercial service, within 15 days after the same become delinquent, the franchise holder shall be entitled to charge interest on such delinquent accounts at the same rate charged for delinquent sewer fees.

(v) All charges and penalties provided for in the franchise shall constitute a debt and obligation of the owner or reputed owner of the real property upon which is located any single family dwelling, multiple dwelling building, or business establishment as shown on the records of the Washoe County Assessor's Office.

Any owner of real property as shown on the

Washoe County Assessor's records may request that billings be directed to tenants or temporary occupants of premises, but in no event, shall such designation relieve the owner of the real property from the primary obligation to pay the debt and obligation for garbage collection service to the premises.

5.7 Reno Disposal shall be authorized to establish procedures for collecting delinquent accounts, including the right to collect security deposits. Such procedures shall be reviewed and approved by the City.

5.8 Dumpsters. Reno Disposal shall not place any "dumpsters" or other large mobile receptacles in the public right-of-way without the user obtaining a permit from the City of Reno. Dumpsters which have lids which can be locked shall be made available to all commercial users who request such containers at a special service charge set forth in the Reno Municipal Code.

5.9 Service to City of Reno Facilities. During the term of this Agreement, the franchise holder agrees to collect and dispose of all garbage, rubbish and waste matter without cost or charge, at all buildings, parks and other facilities owned by the City of Reno. Reno Disposal shall also allow the public to dispose of rubbish and waste matter free of charge, at the City sanitary landfill site (unless such landfill site has been closed), for a period not to exceed ten (10) days, as a part of the annual "spring cleanup campaign" supported by the City of Reno and Reno Disposal.

5.10 Senior Citizens. The franchise holder shall provide for a special rate for senior citizens upon terms agreeable to the City of Reno as set forth in the Reno City Ordinances.

## VI.

### RECYCLING PROGRAM

6.1 Definitions. The following definitions apply to the recycling program to be offered as a part of service provided by



Reno Disposal under this agreement:

(i) "Solid Waste" has the meaning as defined in Paragraph 1.1 hereof.

(ii) "Recyclable material" means solid waste that can be processed and returned to the economic mainstream in the form of raw materials or products, as determined by regulations of the State Environmental Commission and the District Board of Health.

(iii) "Curbside Recycling" means a program whereby recyclable material is separated at the source of the solid waste stream and collected by the franchise holder.

6.2 Recycling Service. Reno Disposal shall provide as a part of its normal residential service under this agreement, a program for curbside recycling for all such residential customers. The recyclable materials that are to be removed from the solid waste stream that shall be a part of the program furnished by Reno Disposal shall be by mutual agreement of Reno Disposal and City of Reno after due consideration to the cost of removing a particular recyclable material from the solid waste stream and the market for ultimate sale of such material.

Reno Disposal shall be required to make the curbside recycling program described herein available to every residential customer within the City of Reno regardless of whether the service is used or not.

6.3 Rate for Recycling. The rate for recycling shall be in addition to the rate for residential service. Although the rate for recycling is separately determined, this amount shall be included with the normal rates charged for collection described herein. Reno Disposal shall charge a rate for recycling to each individual customer of residential service regardless of whether that customer participates in the program.

The rate for recycling shall be determined based on the total recycling program maintained by Reno Disposal along with its related companies as a separate economic unit. In establishing

rates for recycling, Reno Disposal shall include all revenues received from the sale of recyclable materials as an offset to the cost of providing the service. The rate for recycling shall be adjusted and reviewed on a periodic basis.

## VII

### SURETY

7.1 Reno Disposal shall forthwith furnish to the City of Reno a bond running to the City of Reno in the penal sum of \$50,000 on the condition that said Reno Disposal shall well and truly observe, fulfill and perform each and every term and condition of this Agreement, which said bond shall provide that in the event of any breach of condition hereof, the whole amount of the penal sum herein shall be taken, and recoverable from the principal and surety on said bond. Said bond shall be approved by the City of Reno Attorney and filed with the City of Reno Clerk. Such recovery shall not prohibit the City from seeking actual damages due to default or breach of this Agreement.

## VIII.

### COMPLIANCE WITH APPLICABLE LAW

8.1 Reno Disposal shall operate its garbage collection and disposal service in accordance with and in conformity to all ordinances, rules and regulations heretofore or hereafter adopted by the Reno City Council in the exercise of its police powers and in accordance with the provisions and general laws of the United States or the State of Nevada relating to or applicable to the whole or any part of such garbage collection and disposal operation.

Reno Disposal shall also be subject to and shall obey all rules and regulations adopted by the District Board of Health Department and all orders, rules and regulations of the District Health Officer.

IX.

INDEMNIFICATION

9.1 Reno Disposal, its assigns or successors shall indemnify, defend and hold harmless the City of Reno, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Reno Disposal's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, or arising out of the granting of this franchise, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

INSURANCE

9.2 Reno Disposal shall, throughout the term of this agreement, maintain in full force and effect Commercial General (and Auto) Liability Insurance on an occurrence basis at least as broad as ISO forms CG 0001 and CA 0002 (Ed 1/87) (any auto). Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Limits of liability shall be at least 3 million CSL (combined single limit) per occurrence. If an aggregate limit is used, the limit is either applied separately to this project or shall be twice the required occurrence limit.

Workers' compensation coverage to statutory limits and Employers' liability of at least 1 million dollars. Before commencing any work under this Agreement, Reno Disposal shall comply with the requirements of NRS 616.280.

Any deductibles or self-insured retentions must be approved by the City.

The City, its officers, officials, employees, agents and volunteers are to be covered as insureds. The franchisee's coverage shall be primary as respects the City. Failure to comply with reporting or other provisions of the policy shall not affect

coverage provided to the City. Coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability; and shall be endorsed to state that coverage will not be voided, suspended, cancelled or reduced except after 30 days prior written notice, certified mail, return receipt requested has been given to the entity.

#### VERIFICATION OF COVERAGE

9.3 Contractor shall furnish the entity with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the entity. All endorsements are to be received and approved by the entity before work commences. As an alternative to the entity's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

#### SUBCONTRACTORS

9.4 Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

X.

#### TRANSFER AND ASSIGNMENT

10.1 Reno Disposal reserves the right to assign or transfer its rights hereunder, provided that in such event, Reno Disposal shall file with the City of Reno Clerk written notice of any contemplated sale, transfer, assignment, or lease of such franchise or any part thereof, or of any other rights or privileges granted hereby, 30 days before such sale, transfer, assignment or lease is to become effective. No such sale, transfer, or assignment or lease of such franchise, or any part hereof, shall be

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effective until and unless approved in writing by the Reno City Council.

XI.

DEFAULT AND TERMINATION

11.1 In the event Reno Disposal is in default of any duty or obligation imposed upon it by the terms and conditions of this Agreement, or breaches any provisions of this Agreement, or fails to abide by all of the laws, rules or regulations pertaining to the garbage service or pertaining to this Agreement, then in such event, in the event such default, breach or deficiencies are not remedied or cured, or Reno Disposal fails to enter into negotiations with the City for determination of any contested default or deficiency within 30 days after receipt of written notice of such default, breach or deficiency from the City, the City may at its option, terminate this Agreement.

11.2 Should a dispute arise between Reno Disposal and any customer receiving service by Reno Disposal under this Agreement and said dispute is not settled to the satisfaction of both parties, the City Manager or his/her designee shall review the dispute and make a determination that shall be binding on both parties.

XII.

ADDITIONAL FEES; CONDITIONS

12.1 So long as the franchise fee is paid by franchisee, its successors or assigns, no other general business license fee shall be imposed upon it or them by the City during the term of such franchise; provided, however, such substitution of a franchise fee for other general business license fees shall not eliminate or otherwise modify franchisee's duty and obligation to pay building permit fees and other fees of like nature as ad valorem taxes on franchisee's real and personal property in the City.

XIII.

BINDING EFFECT

13.1 This Agreement shall inure to the benefit of and be binding upon the parties, and their respective successors and permitted assigns.

XIV.

AMENDED AGREEMENT

14.1 This Amended Agreement supersedes the Agreement of December 31, 1982, and as of the effective date of this Amended Agreement, the Agreement of December 31, 1982 shall be null and void thereafter.

CITY OF RENO, a Political  
Subdivision of the State of  
Nevada

By

Title:

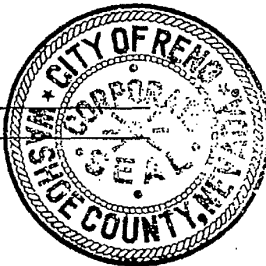
*[Signature]*  
*Mayer*

Attest:

By

Title:

*Jimedy Cade*  
*City Clerk*



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RENO DISPOSAL CO., a Nevada  
corporation

By \_\_\_\_\_  
Title \_\_\_\_\_

*[Handwritten signature]*  
*[Handwritten signature]*

Attest: \_\_\_\_\_

By \_\_\_\_\_

Title: Legal Counsel

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Electronically  
2014-03-28 03:59:31 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 4365026 : azion

# EXHIBIT 3

# EXHIBIT 3





WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

## INVOICE

Page 1 of 3

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 04/01/2008  
Invoice Number: 1803476-1149-3  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	166.76
Total Credits and Adjustments	0.00
Total Payments Received	34.35-
Total Current Charges	40.28
Total Amount Due	172.69
Total Amount Past Due	132.41

**Service Period: APR/MAY/JUN 2008**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
40.28	172.69

Please pay total amount due.  
Thank you for your business.

CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

Want to pay this bill on-line? Go to  
[www.wm.com](http://www.wm.com) to learn more about WMezPay  
and make a convenient, secure payment.



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

### Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number  
010-0074135-1149-9

Waste Management  
introduces WM ezPay!!  
Pay your WM bill  
on-line at  
[www.wm.com](http://www.wm.com).

Invoice Date		Your Invoice Number
04/01/2008		1803476-1149-3
Due Date	Total Due	Amount Paid
Due Upon Receipt	172.69	

11490100074135018034760000000402800000017269 8

1149R49  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO Box 79168  
Phoenix AZ 85062-9168

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Think Green.® Think Waste Management*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

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NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

Please send all bankruptcy correspondence to 2421 W. Peoria Ste. 210 Phoenix AZ 85029.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

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WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer:  
Account Number:  
Invoice Date:  
Invoice Number:  
Due Date:

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
04/01/2008  
1803476-1149-3  
Due Upon Receipt

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	34.35
	LATE PAYMENT FEE		5.93
Total Current Charges			40.28

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Think Green.®Think Waste Management*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WM000218

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WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

# INVOICE

Page 1 of 3

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 07/01/2008  
Invoice Number: 1875824-1149-7  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	172.69
Total Credits and Adjustments	0.00
Total Payments Received	42.03
Total Current Charges	39.90
Total Amount Due	170.56
Total Amount Past Due	130.66

**Service Period: JUL/AUG/SEP 2008**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
39.90	170.56

Please pay total amount due.  
Thank you for your business.

CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

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[www.wm.com](http://www.wm.com) to learn more about WMezPay  
and make a convenient, secure payment.



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## Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number  
010-0074135-1149-9

Waste Management  
introduces WM ezPay!!  
Pay your WM bill  
on-line at  
[www.wm.com](http://www.wm.com).

Invoice Date		Your Invoice Number
07/01/2008		1875824-1149-7
Due Date	Total Due	Amount Paid
Due Upon Receipt	170.56	

11490100074135018758240000000399000000017056 9

11149R55  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO Box 79168  
Phoenix AZ 85062-9168

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Think Green.® Think Waste Management*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

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WM000219

JA\_0106

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

**Please send all bankruptcy correspondence to 2421 W. Peoria Ste. 210 Phoenix AZ 85029.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)**

**WM000220**

**JA\_0107**



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 07/01/2008  
Invoice Number: 1875824-1149-7  
Due Date: Due Upon Receipt

Page 3 of 3

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	34.35
	LATE PAYMENT FEE		5.55
Total Current Charges			39.90

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WM000221

JA\_0108



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

# INVOICE

Page 1 of 3

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 10/01/2008  
Invoice Number: 1939961-1149-1  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	170.56
Total Credits and Adjustments	0.00
Total Payments Received	34.35-
Total Current Charges	41.79
<b>Total Amount Due</b>	<b>178.00</b>
<b>Total Amount Past Due</b>	<b>136.21</b>

## Service Period: OCT/NOV/DEC 2008

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
41.79	178.00

Please pay total amount due.  
Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER  
SEP. 26, 2008 WILL REFLECT  
ON YOUR NEXT INVOICE\*\*\*  
THIS INVOICE REFLECTS ANNUAL  
CITY OF RENO RATE INCREASE  
EFFECTIVE OCTOBER 1, 2008

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

Want to pay this bill on-line? Go to  
[www.wm.com](http://www.wm.com) to learn more about WMezPay  
and make a convenient, secure payment.

Please note your service rate has increased for services covered in this invoice. If you have questions about this increase, please contact your CustomerServiceCenteronline under Billing Inquiry at [www.wm.com](http://www.wm.com) or by calling the number listed on this invoice.



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

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(775)788-7867 fax

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## Payment Coupon

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Your Account Number  
010-0074135-1149-9

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on-line at  
[www.wm.com](http://www.wm.com).

Invoice Date		Your Invoice Number
10/01/2008		1939961-1149-1
Due Date	Total Due	Amount Paid
Due Upon Receipt	178.00	

11490100074135019399610000000417900000017800 5

11149R59  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO Box 79168  
Phoenix AZ 85062-9168

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000082905005001

WM000222

JA\_0109

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**Please send all bankruptcy correspondence to 2421 W. Peoria Ste. 210 Phoenix AZ 85029.**  
**(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)**

**WM000223**

**JA\_0110**





WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 10/01/2008  
Invoice Number: 1939961-1149-1  
Due Date: Due Upon Receipt

Page 3 of 3

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		5.73
Total Current Charges			41.79

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WM000224

JA\_0111



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

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## INVOICE

Page 1 of 3

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 01/01/2009  
Invoice Number: 2019746-1149-7  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	178.00
Total Credits and Adjustments	0.00
Total Payments Received	36.06
Total Current Charges	42.29
Total Amount Due	184.23
Total Amount Past Due	141.94

**Service Period: JAN/FEB/MAR 2009**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
42.29	184.23

Please pay total amount due.  
Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER  
DEC. 19, 2008 WILL REFLECT  
ON YOUR NEXT INVOICE\*\*\*  
EFF 8/1/08, 100 VASSAR ST WILL  
ONLY ACCEPT PAYMENTS BY CHECK,  
CREDIT CARD OR MONEY ORDER.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

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### Payment Coupon

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Your Account Number  
010-0074135-1149-9

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on-line at  
[www.wm.com](http://www.wm.com).

Invoice Date		Your Invoice Number
01/01/2009		2019746-1149-7
Due Date	Total Due	Amount Paid
Due Upon Receipt	184.23	

11490100074135020197460000000422900000018423 1

I0539R25  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO Box 79168  
Phoenix AZ 85062-9168

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000082905005001

WM000225

JA\_0112

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**Please send all bankruptcy correspondence to 2421 W. Peoria Ste. 210 Phoenix AZ 85029.**  
**(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)**

**WM000226**

**JA\_0113**



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 01/01/2009  
Invoice Number: 2019746-1149-7  
Due Date: Due Upon Receipt

Page 3 of 3

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		6.23
Total Current Charges			42.29

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WM000227

JA\_0114



WM - Reno Disposal  
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Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

# INVOICE

Page 1 of 3

**Customer:** PEREOS TRUST  
**Account Number:** 010-0074135-1149-9  
**Invoice Date:** 04/01/2009  
**Invoice Number:** 2185599-1149-8  
**Due Date:** Due Upon Receipt  
**WM ezPay Account ID:** 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	184.23
Total Credits and Adjustments	0.00
Total Payments Received	0.00
<b>Total Current Charges</b>	<b>44.11</b>
<b>Total Amount Due</b>	<b>228.34</b>
<b>Total Amount Past Due</b>	<b>184.23</b>

## Service Period: APR/MAY/JUN 2009

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
<b>44.11</b>	<b>228.34</b>

Please pay total amount due.  
Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER  
MARCH 20, 2009 WILL REFLECT  
ON YOUR NEXT INVOICE\*\*\*  
EFF 8/1/08, 100 VASSAR ST WILL  
ONLY ACCEPT PAYMENTS BY CHECK,  
CREDIT CARD OR MONEY ORDER.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLAR'S.

Past due balances subject to late fees.  
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(775)788-7867 fax

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## Payment Coupon

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Please send all other correspondence to your local WM site.

Your Account Number
010-0074135-1149-9

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Pay your WM bill  
on-line at  
[www.wm.com](http://www.wm.com).

	Invoice Date	Your Invoice Number
	04/01/2009	2185599-1149-8
Due Date	Total Due	Amount Paid
Due Upon Receipt	228.34	

11490100074135021855990000000441100000022834 2

11149R62  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO Box 79168  
Phoenix AZ 85062-9168

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000082905005001

WM000228

JA\_0115

NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. If you have questions regarding this check conversion process only, please call 866-701-0454. For any other unrelated issues, please contact the phone number listed on the front of your invoice.

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**(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)**

**WM000229**

**JA\_0116**



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer:  
Account Number:  
Invoice Date:  
Invoice Number:  
Due Date:

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
04/01/2009  
2185599-1149-8  
Due Upon Receipt

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		8.05
Total Current Charges			44.11

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WM000230

JA\_0117



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

## INVOICE

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 07/01/2009  
Invoice Number: 2250591-1149-5  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Page 1 of 3

Current Invoice Amount	Total Amount Due
44.50	236.78

Please pay total amount due.  
Thank you for your business.

Account Summary	
Description	Amount
Previous Balance	228.34
Total Credits and Adjustments	0.00
Total Payments Received	36.06
Total Current Charges	44.50
Total Amount Due	236.78
Total Amount Past Due	192.28

**Service Period: JUL/AUG/SEP 2009**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

\*\*\*\*PAYMENTS RECEIVED AFTER  
JUNE 19, 2009 WILL REFLECT  
ON YOUR NEXT INVOICE\*\*  
CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

PHONE BOOKS CAN BE RECYCLED BY PLACING  
IT ON TOP OF YOUR OTHER CURBSIDE  
RECYCLABLES OR AT ANY LOCAL SCOLARI'S.

Past due balances subject to late fees.  
All charges are payable upon receipt.

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### Payment Coupon

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Please send all other correspondence to your local WM site.

Your Account Number  
010-0074135-1149-9

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on-line at  
[www.wm.com](http://www.wm.com).

Invoice Date		Your Invoice Number
07/01/2009		2250591-1149-5
Due Date	Total Due	Amount Paid
Due Upon Receipt	236.78	

11490100074135022505910000000445000000023678 1

11149R64  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

WASTE MANAGEMENT OF NEVADA  
RENO DISPOSAL  
PO Box 79168  
Phoenix AZ 85062-9168

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000082905005001

WM000231

JA\_0118



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Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023.  
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**WM000232**

**JA\_0119**



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

Customer:  
Account Number:  
Invoice Date:  
Invoice Number:  
Due Date:

Page 3 of 3  
PEREOS TRUST  
010-0074135-1149-9  
07/01/2009  
2250591-1149-5  
Due Upon Receipt

Service Location: 010-74135 PEREOS TRUST 347 TAYLOR ST W			
Date	Description	Quantity	Amount
	1.00 CUBIC YD FLAT	1	36.06
	LATE PAYMENT FEE		8.44
Total Current Charges			44.50

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WM000233

JA\_0120



WM - Reno Disposal  
100 Vassar St  
Reno NV 89502-2815

(775)329-8822  
(775)788-7867 fax

## INVOICE

Page 1 of 3

Customer: PEREOS TRUST  
Account Number: 010-0074135-1149-9  
Invoice Date: 10/01/2009  
Invoice Number: 2313754-1149-4  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00008-29050-05001

Account Summary	
Description	Amount
Previous Balance	236.78
Total Credits and Adjustments	0.00
Total Payments Received	36.06-
Total Current Charges	44.82
Total Amount Due	245.54
Total Amount Past Due	200.72

**Service Period: OCT/NOV/DEC 2009**

If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late fee of 5.0% of the unpaid amount, with a minimum monthly charge of \$1.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Invoice Amount	Total Amount Due
44.82	245.54

Please pay total amount due.  
Thank you for your business.

\*\*\*\*PAYMENTS RECEIVED AFTER  
SEP 21, 2009 WILL REFLECT  
ON YOUR NEXT INVOICE\*\*\*  
CALL CENTER HOURS ARE MONDAY  
THROUGH FRIDAY 8AM TO 5PM  
800-637-8648.

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IT ON TOP OF YOUR OTHER CURBSIDE  
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### Payment Coupon

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Your Account Number  
010-0074135-1149-9

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on-line at  
[www.wm.com](http://www.wm.com).

Invoice Date		Your Invoice Number
10/01/2009		2313754-1149-4
Due Date	Total Due	Amount Paid
Due Upon Receipt	245.54	

11490100074135023137540000000448200000024554 4

11149R66  
PEREOS TRUST  
1610 MEADOW WOOD LN 202  
RENO NV 89502-6596

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000082905005001

WM000234

JA\_0121

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Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste. 150 Phoenix, AZ 85023.  
(This language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code.)

WM000235

JA\_0122