UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2024

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ________ to __________

Commission File Number: 1-14267

REPUBLIC SERVICES, INC.
(Exact name of registrant as specified in its charter)

Delaware	**65-0716904**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
18500 North Allied Way	
Phoenix, Arizona	**85054**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (480) 627-2700

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	RSG	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐	Smaller reporting company	☐
Non-accelerated filer	☐			Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

As of April 23, 2024, the registrant had outstanding 314,932,459 shares of Common Stock, par value $0.01 per share (excluding treasury shares of 6,314,460).

REPUBLIC SERVICES, INC.

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PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

REPUBLIC SERVICES, INC.
CONSOLIDATED BALANCE SHEETS
(in millions, except per share data)

	March 31, 2024 (Unaudited)	December 31, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	$ 91.6	$ 140.0
Accounts receivable, less allowance for doubtful accounts and other of $82.6 and $83.2, respectively	1,763.0	1,768.4
Prepaid expenses and other current assets	419.0	472.6
Total current assets	2,273.6	2,381.0
Restricted cash and marketable securities	143.3	163.6
Property and equipment, net	11,310.5	11,350.9
Goodwill	15,852.3	15,834.5
Other intangible assets, net	482.6	496.2
Other assets	1,319.4	1,183.9
Total assets	$ 31,381.7	$ 31,410.1
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,179.2	$ 1,411.5
Notes payable and current maturities of long-term debt	1,431.9	932.3
Deferred revenue	472.2	467.3
Accrued landfill and environmental costs, current portion	141.2	141.6
Accrued interest	106.2	104.1
Other accrued liabilities	995.2	1,171.5
Total current liabilities	4,325.9	4,228.3
Long-term debt, net of current maturities	11,400.1	11,887.1
Accrued landfill and environmental costs, net of current portion	2,306.5	2,281.0
Deferred income taxes and other long-term tax liabilities, net	1,577.6	1,526.8
Insurance reserves, net of current portion	348.4	348.8
Other long-term liabilities	602.6	594.6
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value $0.01 per share; 50 shares authorized; none issued	—	—
Common stock, par value $0.01 per share; 750 shares authorized; 321.2 and 320.7 issued including shares held in treasury, respectively	3.2	3.2
Additional paid-in capital	2,916.0	2,900.8
Retained earnings	8,717.9	8,433.9
Treasury stock, at cost; 6.3 and 6.1 shares, respectively	(812.0)	(783.5)
Accumulated other comprehensive loss, net of tax	(5.3)	(12.1)
Total Republic Services, Inc. stockholders' equity	10,819.8	10,542.3
Non-controlling interests in consolidated subsidiary	0.8	1.2
Total stockholders' equity	10,820.6	10,543.5
Total liabilities and stockholders' equity	$ 31,381.7	$ 31,410.1

The accompanying notes are an integral part of these statements.

REPUBLIC SERVICES, INC.
UNAUDITED CONSOLIDATED STATEMENTS OF INCOME
(in millions, except per share data)

	Three Months Ended March 31,	
	2024	2023
Revenue	$ 3,861.7	$ 3,581.1
Expenses:		
Cost of operations	2,283.2	2,169.5
Depreciation, amortization and depletion	399.2	358.7
Accretion	26.6	24.1
Selling, general and administrative	414.0	379.2
Restructuring charges	5.9	5.5
Operating income	732.8	644.1
Interest expense	(139.3)	(126.7)
Loss on extinguishment of debt	—	(0.2)
(Loss) income from unconsolidated equity method investments	(8.7)	1.0
Interest income	1.5	1.4
Other income, net	12.6	2.5
Income before income taxes	598.9	522.1
Provision for income taxes	145.2	138.2
Net income	453.7	383.9
Net loss attributable to non-controlling interests in consolidated subsidiary	0.1	—
Net income attributable to Republic Services, Inc.	$ 453.8	$ 383.9
Basic earnings per share attributable to Republic Services, Inc. stockholders:		
Basic earnings per share	$ 1.44	$ 1.21
Weighted average common shares outstanding	315.3	316.7
Diluted earnings per share attributable to Republic Services, Inc. stockholders:		
Diluted earnings per share	$ 1.44	$ 1.21
Weighted average common and common equivalent shares outstanding	315.7	317.1
Cash dividends per common share	$ 0.535	$ 0.495

The accompanying notes are an integral part of these statements.(income)

REPUBLIC SERVICES, INC.
UNAUDITED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)

	Three Months Ended March 31,	
	2024	2023
Net income	$ 453.7	$ 383.9
Other comprehensive income (loss), net of tax		
Hedging activity:		
Realized income reclassified into earnings	(2.1)	(2.6)
Unrealized gain	5.1	5.2
Pension activity:		
Change in funded status of pension plan obligations	—	0.2
Foreign currency activity:		
Unrealized gain on foreign currency translation	3.8	—
Other comprehensive income, net of tax	6.8	2.8
Comprehensive income	460.5	386.7
Comprehensive loss attributable to non-controlling interests	0.1	—
Comprehensive income attributable to Republic Services, Inc.	$ 460.6	$ 386.7

The accompanying notes are an integral part of these statements.

REPUBLIC SERVICES, INC.
UNAUDITED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in millions)

	Republic Services, Inc. Stockholders' Equity								
	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Loss, Net of Tax	Non-controlling Interests In Consolidated Subsidiary	Total
	Shares	Amount			Shares	Amount			
Balance as of December 31, 2023	320.7	$ 3.2	$ 2,900.8	$ 8,433.9	(6.1)	$ (783.5)	$ (12.1)	$ 1.2	$ 10,543.5
Net income (loss)	—	—	—	453.8	—	—	—	(0.1)	453.7
Other comprehensive income	—	—	—	—	—	—	6.8	—	6.8
Cash dividends declared	—	—	—	(168.5)	—	—	—	—	(168.5)
Issuances of common stock	0.5	—	3.2	—	(0.2)	(28.5)	—	—	(25.3)
Stock-based compensation	—	—	12.0	(1.3)	—	—	—	—	10.7
Distributions paid	—	—	—	—	—	—	—	(0.3)	(0.3)
Balance as of March 31, 2024	321.2	$ 3.2	$ 2,916.0	$ 8,717.9	(6.3)	$ (812.0)	$ (5.3)	$ 0.8	$ 10,820.6

	Republic Services, Inc. Stockholders' Equity								
	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Loss, Net of Tax	Non-controlling Interests In Consolidated Subsidiary	Total
	Shares	Amount			Shares	Amount			
Balance as of December 31, 2022	320.3	$ 3.2	$ 2,843.2	$ 7,356.3	(4.2)	$ (504.6)	$ (12.1)	$ 0.8	$ 9,686.8
Net income	—	—	—	383.9	—	—	—	—	383.9
Other comprehensive income	—	—	—	—	—	—	2.8	—	2.8
Cash dividends declared	—	—	—	(156.5)	—	—	—	—	(156.5)
Issuances of common stock	0.3	—	2.9	—	(0.1)	(13.9)	—	—	(11.0)
Stock-based compensation	—	—	12.3	(1.0)	—	—	—	—	11.3
Balance as of March 31, 2023	320.6	$ 3.2	$ 2,858.4	$ 7,582.7	(4.3)	$ (518.5)	$ (9.3)	$ 0.8	$ 9,917.3

The accompanying notes are an integral part of these statements.

REPUBLIC SERVICES, INC.
UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	Three Months Ended March 31, 2024	Three Months Ended March 31, 2023
Cash provided by operating activities:		
Net income	$ 453.7	$ 383.9
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation, amortization, depletion and accretion	425.8	382.8
Non-cash interest expense	22.0	24.7
Stock-based compensation	11.2	11.6
Deferred tax provision	47.5	14.5
Provision for doubtful accounts, net of adjustments	7.3	7.8
Loss on extinguishment of debt	—	0.2
Gain on disposition of assets and asset impairments, net	(0.1)	(3.8)
Loss (gain) from unconsolidated equity method investments	8.7	(1.0)
Other non-cash items	(0.1)	(1.6)
Change in assets and liabilities, net of effects from business acquisitions and divestitures:		
Accounts receivable	(1.1)	(3.3)
Prepaid expenses and other assets	18.1	87.2
Accounts payable	(1.2)	(71.1)
Capping, closure and post-closure expenditures	(8.9)	(8.8)
Remediation expenditures	(9.8)	(11.6)
Other liabilities	(161.6)	(126.2)
Proceeds for retirement of certain hedging relationships	—	2.4
Cash provided by operating activities	811.5	687.7
Cash used in investing activities:		
Purchases of property and equipment	(514.5)	(378.6)
Proceeds from sales of property and equipment	2.4	6.0
Cash used in acquisitions and investments, net of cash and restricted cash acquired	(166.3)	(290.9)
Cash paid for business divestitures	—	(0.7)
Purchases of restricted marketable securities	(12.0)	(4.5)
Sales of restricted marketable securities	11.5	4.4
Other	—	11.0
Cash used in investing activities	(678.9)	(653.3)
Cash used in financing activities:		
Proceeds from credit facilities and notes payable, net of fees	6,436.8	6,675.5
Proceeds from issuance of senior notes, net of discount and fees	—	1,183.6
Payments of credit facilities and notes payable	(6,440.8)	(7,729.5)
Issuances of common stock, net	(25.3)	(11.0)
Cash dividends paid	(168.3)	(156.4)
Distributions paid to non-controlling interests in consolidated subsidiary	(0.3)	—
Contingent consideration payments	(3.3)	(4.2)
Cash used in financing activities	(201.2)	(42.0)
Effect of foreign exchange rate changes on cash	(0.5)	—
Increase in cash, cash equivalents, restricted cash and restricted cash equivalents	(69.1)	(7.6)
Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of period	227.5	214.3
Cash, cash equivalents, restricted cash and restricted cash equivalents at end of period	$ 158.4	$ 206.7

The accompanying notes are an integral part of these statements.

REPUBLIC SERVICES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION

Republic Services, Inc., a Delaware corporation, and its consolidated subsidiaries (also referred to collectively as Republic, the Company, we, us, or our), is one of the largest providers of environmental services in the United States, as measured by revenue. Our senior management evaluates, oversees and manages the financial performance of our operations through three field groups, referred to as Group 1, Group 2 and Group 3. Group 1 is our recycling and waste business operating primarily in geographic areas located in the western United States. Group 2 is our recycling and waste business operating primarily in geographic areas located in the southeastern and mid-western United States, the eastern seaboard of the United States, and Canada. Group 3 is our environmental solutions business operating primarily in geographic areas located across the United States and Canada. These groups represent our reportable segments, which each provide integrated environmental services, including but not limited to collection, transfer, recycling, and disposal.

The unaudited consolidated financial statements include the accounts of Republic Services, Inc. and its wholly owned and majority owned subsidiaries in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). We account for investments in entities in which we do not have a controlling financial interest under the equity method of accounting or, for investments that do not meet the criteria to be accounted for under the equity method, we reflect these investments at their fair value when it is readily determinable. If fair value is not readily determinable, we use an alternative measurement approach. All material intercompany accounts and transactions have been eliminated in consolidation.

We have prepared these unaudited consolidated financial statements pursuant to the rules and regulations of the Securities and Exchange Commission (SEC). Certain information related to our organization, significant accounting policies and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted. In the opinion of management, these financial statements include all adjustments that, unless otherwise disclosed, are of a normal recurring nature and necessary for a fair presentation of the financial position, results of operations and cash flows for the periods presented. Operating results for interim periods are not necessarily indicative of the results you can expect for a full year. You should read these financial statements in conjunction with our audited consolidated financial statements and notes thereto appearing in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

For comparative purposes, certain prior year amounts have been reclassified to conform to the current year presentation and are not material to our consolidated financial statements. All dollar amounts in tabular presentations are in millions, except per share amounts and unless otherwise noted.

Management's Estimates and Assumptions

In preparing our financial statements, we make numerous estimates and assumptions that affect the amounts reported in these financial statements and accompanying notes. We must make these estimates and assumptions because certain information we use is dependent on future events, cannot be calculated with a high degree of precision from data available or simply cannot be readily calculated based on generally accepted methodologies. In preparing our financial statements, the more critical and subjective areas that deal with the greatest amount of uncertainty relate to our accounting for our long-lived assets, including recoverability, landfill development costs and final capping, closure and post-closure costs; our valuation allowances for accounts receivable and deferred tax assets; our liabilities for potential litigation, claims and assessments; our liabilities for environmental remediation, multiemployer pension plans, employee benefit plans, deferred taxes, uncertain tax positions and insurance reserves; and our estimates of the fair values of assets acquired and liabilities assumed in any acquisition. Each of these items is discussed in more detail in our description of our significant accounting policies in Note 2, *Summary of Significant Accounting Policies*, of the Notes to Consolidated Financial Statements in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. Our actual results may differ significantly from our estimates.

New Accounting Pronouncements

Accounting Standards Updates Issued but not yet Adopted

Climate-Related Disclosures

In March 2024, the SEC adopted Final Rule 33-11275 and 34-99678 - *The Enhancement and Standardization of Climate-Related Disclosures for Investors*. The rules require registrants to provide standardized disclosures related to material climate-related risks, governance and risk management strategies, and the financial impact of severe weather events and material Scope 1 and 2 greenhouse gas emissions. The rules require implementation in phases between 2025 and 2033. In April 2024, the SEC announced that it would voluntarily stay its final climate disclosure rules pending judicial review. The Company is currently evaluating the impact of the rules on its future consolidated financial statements.

Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative

In October 2023, the FASB issued ASU 2023-06 to modify the disclosure or presentation requirements of a variety of topics, which will allow users to more easily compare entities subject to the SEC's existing disclosures with those entities that were not previously subject to the SEC's requirements, and to align the requirements in the FASB accounting standard codification with the SEC's regulations. The Company is currently evaluating the provisions of the amendments and the impact on its future consolidated financial statements.

Improvements to Reportable Segment Disclosures

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): *Improvements to Reportable Segment Disclosures* (ASU 2023-07). ASU 2023-07 improves the reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The amendments in this update are effective for fiscal years beginning after December 15, 2023 and interim periods beginning after December 14, 2024. We are currently assessing the effect this guidance may have on our consolidated financial statements.

Improvements to Income Tax Disclosures

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): *Improvements to Income Tax Disclosures* (ASU 2023-09). ASU 2023-09 requires entities to provide additional information in the rate reconciliation and additional disclosures about income taxes paid. The amendments in this update are effective for fiscal years beginning after December 15, 2024. We are currently assessing the effect this guidance may have on our consolidated financial statements.

2. BUSINESS ACQUISITIONS, INVESTMENTS AND RESTRUCTURING CHARGES

Acquisitions

We acquired various environmental services businesses during the three months ended March 31, 2024 and 2023. The aggregate purchase price paid for these business acquisitions and the allocations of the aggregate purchase price follows:

	2024	2023
Purchase price:		
Cash used in acquisitions, net of cash acquired of $0.8 and $9.5, respectively	$ 41.0	$ 221.9
Holdbacks	—	2.2
Total	$ 41.0	$ 224.1
Allocated as follows:		
Accounts receivable	$ 1.8	$ 14.2
Prepaid expenses	—	0.8
Property and equipment	20.6	31.6
Inventory	0.1	0.9
Accounts payable	(0.4)	(5.3)
Deferred revenue	(0.2)	—
Deferred income tax liabilities	(1.3)	(9.2)
Other liabilities	(0.2)	(3.7)
Fair value of tangible assets acquired and liabilities assumed	20.4	29.3
Excess purchase price to be allocated	$ 20.6	$ 194.8
Excess purchase price allocated as follows:		
Other intangible assets	$ 4.2	$ 23.4
Goodwill	16.4	171.4
Total allocated	$ 20.6	$ 194.8

Certain of the purchase price allocations are preliminary and based on information existing at the acquisition dates. Accordingly, the purchase price allocations are subject to change. For the acquisitions that closed during the three months ended March 31, 2024, we expect that a majority of the goodwill and intangible assets recognized as a result of these acquisitions will not be deductible for tax purposes.

These acquisitions are not material to the Company's results of operations, individually or in the aggregate. As a result, no pro forma financial information is provided.

In November 2023, we acquired all of the issued and outstanding capital stock or other ownership interests of Advanced Chemical Transport LLC (ACT). ACT's environmental solutions operations are primarily located in the western United States and provide us with additional growth opportunities in our environmental solutions line of business. The purchase price allocation is preliminary and remains subject to revision as additional information is obtained about the facts and circumstances that existed at the valuation date. The preliminary allocation of purchase price, including the value assigned to tangible and intangible assets acquired, is based on the best estimates of management and is subject to revision based on the final valuations. We expect our final valuations to be completed in the fourth quarter of 2024.

In December 2023, we acquired all of the issued and outstanding membership and other equity interests of Central Texas Refuse, LLC and an affiliate thereof (CTR). CTR's vertically integrated recycling and waste services operations are located in and around Austin, Texas and provide us with the opportunity to re-enter the high growth Austin market. The purchase price allocation is preliminary and remains subject to revision as additional information is obtained about the facts and circumstances that existed at the valuation date. The preliminary allocation of purchase price, including the value assigned to tangible and intangible assets acquired as well as certain landfill and environmental liabilities assumed, is based on the best estimates of management and is subject to revision based on the final valuations. We expect our final valuations to be completed in the fourth quarter of 2024.

Investments

In 2024, we acquired a non-controlling equity interest in a joint venture with a landfill gas-to-energy developer to construct a renewable natural gas project at one of our landfill locations in Illinois. As of March 31, 2024, we had contributed $29 million in the joint venture. The investment is accounted for under the equity method of accounting.

In 2024 and 2023, we acquired non-controlling equity interests in certain limited liability companies that qualified for investment tax credits under Section 48 of the Internal Revenue Code. In exchange for our non-controlling interests, we made capital contributions of $87.3 million and $1.5 million, which were recorded to other assets in our March 31, 2024 and 2023 consolidated balance sheets, respectively. During the three months ended March 31, 2024, we decreased the carrying value of these investments by $9.2 million and during the three months ended March 31, 2023, we increased the carrying value of these investments by $1.3 million, as a result of cash distributions and our share of income and loss pursuant to the terms of the limited liability company agreements. Additionally, our tax provisions reflect benefits of approximately $8 million for the three months ended March 31, 2024 due to the tax credits related to these investments, compared to no benefits for the three months ended March 31, 2023. For further discussion of the income tax benefits, refer to Note 11, *Income Taxes,* in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2023.

Restructuring Charges

During the three months ended March 31, 2024 and 2023, we incurred restructuring charges of $5.9 million and $5.5 million, respectively. These charges related to the redesign of our asset management, and customer and order management software systems. During the three months ended March 31, 2024 and 2023, we paid $5.7 million and $5.0 million, respectively, related to these restructuring efforts.

3. GOODWILL AND OTHER INTANGIBLE ASSETS, NET

Goodwill

A summary of the activity and balances in goodwill accounts by reporting segment follows:

	Balance as of December 31, 2023	Acquisitions	Divestitures	Adjustments to Acquisitions and Other	Balance as of March 31, 2024
Group 1	$ 7,312.4	$ 1.2	$ —	$ 1.0	$ 7,314.6
Group 2	6,445.5	0.3	—	0.3	6,446.1
Group 3	2,076.6	14.9	—	0.1	2,091.6
Total	$ 15,834.5	$ 16.4	$ —	$ 1.4	$ 15,852.3

Adjustments to acquisitions during the three months ended March 31, 2024 primarily related to changes in our valuation of tangible assets acquired and certain environmental liabilities assumed as a result of obtaining new information regarding the acquisitions that closed in 2023.

Other Intangible Assets, Net

Other intangible assets, net, include values assigned to customer relationships, non-compete agreements and trade names, and are amortized over periods ranging from 1 to 15 years. A summary of the activity and balances by intangible asset type follows:

	Gross Intangible Assets				Accumulated Amortization				
	Balance as of December 31, 2023	Acquisitions	Adjustments and Other	Balance as of March 31, 2024	Balance as of December 31, 2023	Additions Charged to Expense	Adjustments and Other	Balance as of March 31, 2024	Other Intangible Assets, Net as of March 31, 2024
Customer relationships	$ 631.7	$ 3.3	$ —	$ 635.0	$ (165.7)	$ (15.3)	$ —	$ (181.0)	$ 454.0
Non-compete agreements	30.4	0.9	—	31.3	(15.7)	(1.5)	—	(17.2)	14.1
Other intangible assets	23.2	—	—	23.2	(7.7)	(1.0)	—	(8.7)	14.5
Total	$ 685.3	$ 4.2	$ —	$ 689.5	$ (189.1)	$ (17.8)	$ —	$ (206.9)	$ 482.6

4. OTHER ASSETS

Prepaid Expenses and Other Current Assets

A summary of prepaid expenses and other current assets as of March 31, 2024 and December 31, 2023 follows:

	2024	2023
Prepaid expenses	$ 124.3	$ 123.0
Inventories	101.4	97.3
Other non-trade receivables	73.5	63.2
Income taxes receivable	47.4	126.3
Reinsurance receivable	35.4	35.4
Prepaid fees for cloud-based hosting arrangements, current	24.6	17.0
Derivative and hedging assets	5.1	4.2
Other current assets	7.3	6.2
Total	$ 419.0	$ 472.6

Other Assets

A summary of other assets as of March 31, 2024 and December 31, 2023 follows:

	2024	2023
Investments	$ 584.2	$ 469.4
Operating right-of-use lease assets	228.9	238.1
Deferred compensation plan	119.6	112.7
Reinsurance receivable	91.8	92.1
Derivative and hedging assets	87.9	74.1
Deferred contract costs and sales commissions	82.1	82.5
Prepaid fees and capitalized implementation costs for cloud-based hosting arrangements	79.9	67.6
Amounts recoverable for capping, closure and post-closure obligations	22.5	21.9
Deferred financing costs	3.3	3.6
Other	19.2	21.9
Total	$ 1,319.4	$ 1,183.9

5. OTHER LIABILITIES

Other Accrued Liabilities

A summary of other accrued liabilities as of March 31, 2024 and December 31, 2023 follows:

	2024	2023
Accrued payroll and benefits	$ 225.5	$ 350.5
Insurance reserves, current	215.0	216.6
Accrued dividends	168.5	168.3
Accrued fees and taxes	167.8	182.9
Operating right-of-use lease liabilities, current	53.0	54.8
Ceded insurance reserves, current	35.4	35.4
Accrued professional fees and legal settlement reserves	19.5	17.9
Derivative and hedging liabilities	7.2	8.3
Other	103.3	136.8
Total	$ 995.2	$ 1,171.5

Other Long-Term Liabilities

A summary of other long-term liabilities as of March 31, 2024 and December 31, 2023 follows:

	2024	2023
Operating right-of-use lease liabilities	$ 185.8	$ 194.9
Deferred compensation plan liability	122.1	114.7
Ceded insurance reserves	91.8	92.1
Derivative and hedging liabilities	86.0	71.3
Contingent purchase price and acquisition holdbacks	59.3	59.1
Withdrawal liability - multiemployer pension funds	19.5	19.6
Other	38.1	42.9
Total	$ 602.6	$ 594.6

6. LANDFILL AND ENVIRONMENTAL COSTS

As of March 31, 2024, we owned or operated 207 active landfills with total available disposal capacity estimated to be 5.1 billion in-place cubic yards. Additionally, we had post-closure responsibility for 126 closed landfills.

Accrued Landfill and Environmental Costs

A summary of accrued landfill and environmental liabilities as of March 31, 2024 and December 31, 2023 follows:

	2024	2023
Landfill final capping, closure and post-closure liabilities	$ 1,967.9	$ 1,937.2
Environmental remediation	479.8	485.4
Total accrued landfill and environmental costs	2,447.7	2,422.6
Less: current portion	(141.2)	(141.6)
Long-term portion	$ 2,306.5	$ 2,281.0

Final Capping, Closure and Post-Closure Costs

The following table summarizes the activity in our asset retirement obligation liabilities, which includes liabilities for final capping, closure and post-closure, for the three months ended March 31, 2024 and 2023:

	2024	2023
Asset retirement obligation liabilities, beginning of year	$ 1,937.2	$ 1,786.4
Non-cash additions	14.3	15.0
Asset retirement obligation adjustments	(1.3)	(8.4)
Payments	(8.9)	(8.8)
Accretion expense	26.6	24.1
Asset retirement obligation liabilities, end of period	1,967.9	1,808.3
Less: current portion	(72.4)	(73.9)
Long-term portion	$ 1,895.5	$ 1,734.4

We review annually, in the fourth quarter, and update as necessary, our estimates of asset retirement obligation liabilities. However, if there are significant changes in the facts and circumstances related to a site during the year, we will update our assumptions prospectively in the period that we know all the relevant facts and circumstances and make adjustments as appropriate.

Landfill Operating Expenses

In the normal course of business, we incur various operating costs associated with environmental compliance. These costs include, among other things, leachate treatment and disposal, methane gas and groundwater monitoring, systems maintenance, interim cap maintenance, costs associated with the application of daily cover materials, and the legal and administrative costs of ongoing environmental compliance. These costs are expensed as cost of operations in the periods in which they are incurred.

Environmental Remediation Liabilities

We accrue for remediation costs when they become probable and can be reasonably estimated. There can sometimes be a range of reasonable estimates of the costs associated with remediation of a site. In these cases, we use the amount within the range that constitutes our best estimate. If no amount within the range appears to be a better estimate than any other, we use the amount that is at the low end of such range. It is reasonably possible that we will need to adjust the liabilities recorded for remediation to reflect the effects of new or additional information, to the extent such information impacts the costs, timing or duration of the required actions. If we used the reasonably possible high ends of our ranges, our aggregate potential remediation liability as of March 31, 2024 would be approximately $375 million higher than the amount recorded. Future changes in our estimates of the cost, timing or duration of the required actions could have a material adverse effect on our consolidated financial position, results of operations and cash flows.

The following table summarizes the activity in our environmental remediation liabilities for the three months ended March 31, 2024 and 2023:

	2024	2023
Environmental remediation liabilities, beginning of year	$ 485.4	$ 487.5
Payments	(9.8)	(11.6)
Accretion expense (non-cash interest expense)	4.2	4.6
Environmental remediation liabilities, end of period	479.8	480.5
Less: current portion	(68.8)	(61.3)
Long-term portion	$ 411.0	$ 419.2

Bridgeton Landfill. During the three months ended March 31, 2024, we paid $2.4 million related to management and monitoring of the remediation area for our closed Bridgeton Landfill in Missouri. We continue to work with state and federal regulatory agencies on our remediation efforts. From time to time, this may require us to modify our future operating timeline and procedures, which could result in changes to our expected liability. As of March 31, 2024, the remediation liability recorded for this site was $71.2 million, of which approximately $11 million is expected to be paid during the remainder of 2024.

West Lake Landfill Superfund Site. Our subsidiary Bridgeton Landfill, LLC is one of several currently designated Potentially Responsible Parties for the West Lake Landfill Superfund site (West Lake) in Missouri. On September 27, 2018, the United States Environmental Protection Agency (EPA) issued a Record of Decision Amendment for West Lake that includes a total undiscounted cost estimate of $229 million over a four to five year design and construction timeline. On March 11, 2019, the EPA issued special notice letters under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) to Bridgeton Landfill, LLC and the other currently designated Potentially Responsible Parties to initiate negotiations to implement the remedy. At this time we are neither able to predict the final design of that remedy, nor estimate how much of the future response costs of the site our subsidiary may agree or be required to pay. During any subsequent administrative proceedings or litigation, our subsidiary will vigorously contest liability for the costs of remediating radiologically-impacted materials generated on behalf of the federal government during the Manhattan Project and delivered to the site by an Atomic Energy Commission licensee and its subcontractor. Currently, we believe we are adequately reserved for our expected remediation liability. However, subsequent events related to remedy design, divisibility, or allocation may require us to modify our expected remediation liability.

7. DEBT

The carrying value of our credit facilities, finance leases and long-term debt as of March 31, 2024 and December 31, 2023 is listed in the following table, and is adjusted for the fair value of interest rate swaps, unamortized discounts, deferred issuance costs and the unamortized portion of adjustments to fair value recorded in purchase accounting. Original issue discounts, deferred issuance costs, and adjustments to fair value recorded in purchase accounting are amortized to interest expense over the term of the applicable instrument using the effective interest method.

		March 31, 2024			December 31, 2023		
Maturity	Interest Rate	Principal	Adjustments	Carrying Value	Principal	Adjustments	Carrying Value
Credit facilities:							
Uncommitted Credit Facility	Variable	$ 24.2	$ —	$ 24.2	$ —	$ —	$ —
$3.5 billion - August 2026	Variable	162.9	—	162.9	297.1	—	297.1
Term Loan	Variable	500.0	—	500.0	500.0	—	500.0
Commercial Paper	Variable	509.0	(0.7)	508.3	496.0	(0.7)	495.3
Senior notes:							
August 2024	2.500	900.0	(0.7)	899.3	900.0	(1.2)	898.8
March 2025	3.200	500.0	(0.7)	499.3	500.0	(0.9)	499.1
November 2025	0.875	350.0	(1.1)	348.9	350.0	(1.2)	348.8
July 2026	2.900	500.0	(1.5)	498.5	500.0	(1.6)	498.4
November 2027	3.375	650.0	(2.3)	647.7	650.0	(2.5)	647.5
May 2028	3.950	800.0	(8.4)	791.6	800.0	(8.9)	791.1
April 2029	4.875	750.0	(6.9)	743.1	750.0	(6.9)	743.1
March 2030	2.300	600.0	(4.4)	595.6	600.0	(4.5)	595.5
February 2031	1.450	650.0	(6.0)	644.0	650.0	(6.2)	643.8
February 2032	1.750	750.0	(5.2)	744.8	750.0	(5.4)	744.6
March 2033	2.375	700.0	(6.3)	693.7	700.0	(6.5)	693.5
December 2033	5.000	650.0	(9.3)	640.7	650.0	(8.9)	641.1
April 2034	5.000	800.0	(10.5)	789.5	800.0	(10.7)	789.3
March 2035	6.086	181.9	(11.3)	170.6	181.9	(11.5)	170.4
March 2040	6.200	399.9	(3.2)	396.7	399.9	(3.3)	396.6
May 2041	5.700	385.7	(4.7)	381.0	385.7	(4.7)	381.0
March 2050	3.050	400.0	(6.8)	393.2	400.0	(6.8)	393.2
Debentures:							
September 2035	7.400	148.1	(28.5)	119.6	148.1	(28.8)	119.3
Tax-exempt:							
2024 - 2054	3.700 - 4.900	1,389.1	(9.3)	1,379.8	1,289.1	(8.5)	1,280.6
Finance leases:							
2024 - 2063	0.806 - 9.750	259.0	—	259.0	251.3	—	251.3
Total Debt		$ 12,959.8	$ (127.8)	12,832.0	$ 12,949.1	$ (129.7)	12,819.4
Less: current portion				(1,431.9)			(932.3)
Long-term portion				$ 11,400.1			$ 11,887.1

Credit Facilities

Uncommitted Credit Facility

In January 2022, we entered into a $200.0 million unsecured uncommitted revolving credit facility (the Uncommitted Credit Facility). The Uncommitted Credit Facility bears interest at an annual percentage rate to be agreed upon by both parties. Borrowings under the Uncommitted Credit Facility can be used for working capital, letters of credit, and other general corporate purposes. The agreement governing our Uncommitted Credit Facility requires us to comply with certain covenants.

The Uncommitted Credit Facility may be terminated by either party at any time. As of March 31, 2024, we had $24.2 million of borrowings outstanding under our Uncommitted Credit Facility. As of December 31, 2023, we had no borrowings outstanding under our Uncommitted Credit Facility.

The Credit Facility

In August 2021, we entered into a $3.0 billion unsecured revolving credit facility (as amended, the Credit Facility). Borrowings under the Credit Facility mature in August 2026. As permitted by the Credit Facility, we have the right to request two one-year extensions of the maturity date, but none of the lenders are committed to participate in such extensions. The Credit Facility also includes a feature that allows us to increase availability, at our option, by an aggregate amount of up to $1.0 billion through increased commitments from existing lenders or the addition of new lenders. In October 2023, we completed an upsize of the Credit Facility to $3.5 billion.

In February 2023, we entered into Amendment No. 1 to the Credit Facility to add our subsidiary, USE Canada Holdings, Inc. (the Canadian Borrower), as an additional borrower under the Credit Facility, and provided that the aggregate of (i) all loans to the Canadian Borrower and (ii) all loans denominated in Canadian dollars cannot exceed $500.0 million (the Canadian Sublimit). In October 2023, we entered into Amendment No. 2 to the Credit Facility which increased the Canadian Sublimit to $1.0 billion. The Canadian Sublimit is part of, and not in addition to, the aggregate commitments under the Credit Facility.

Borrowings under the Credit Facility in United States dollars bear interest at a Base Rate, a daily floating SOFR or a term SOFR plus a current applicable margin of 0.910% based on our Debt Ratings (all as defined in the Credit Facility agreement). The Canadian dollar-denominated loans bear interest based on the Canadian Prime Rate or the Canadian Dollar Offered Rate plus a current applicable margin of 0.910% based on our Debt Ratings. As of March 31, 2024 and December 31, 2023, C$220.6 million and C$201.5 million, respectively, were outstanding against the Canadian Sublimit. The weighted average interest rate for borrowings outstanding as of March 31, 2024 was 6.225%.

The Credit Facility is subject to facility fees based on applicable rates defined in the Credit Facility agreement and the aggregate commitment, regardless of usage. The Credit Facility can be used for working capital, capital expenditures, acquisitions, letters of credit and other general corporate purposes. The Credit Facility agreement requires us to comply with financial and other covenants. We may pay dividends and repurchase common stock if we are in compliance with these covenants.

We had $162.9 million and $297.1 million of borrowings outstanding under the Credit Facility as of March 31, 2024 and December 31, 2023, respectively. We had $332.8 million and $336.5 million of letters of credit outstanding under the Credit Facility as of March 31, 2024 and December 31, 2023, respectively. We also had $508.3 million and $495.3 million of principal borrowings outstanding (net of related discount on issuance) under the commercial paper program as of March 31, 2024 and December 31, 2023, respectively. As a result, availability under our Credit Facility was $2,495.3 million and $2,371.2 million as of March 31, 2024 and December 31, 2023, respectively.

Term Loan Facility

On April 29, 2022, we entered into a $1.0 billion term loan facility (the Term Loan Facility). The Term Loan Facility will mature on April 29, 2025 and bears interest at a base rate or a forward-looking SOFR, plus an applicable margin based on our debt ratings. The weighted average interest rate for borrowings outstanding as of March 31, 2024 was 6.227%. We may prepay, without penalty, all or any part of the borrowings under the Term Loan Facility at any time.

We had $500.0 million of borrowings outstanding under the Term Loan Facility as of both March 31, 2024 and December 31, 2023.

Commercial Paper Program

In May 2022, we entered into a commercial paper program for the issuance and sale of unsecured commercial paper in an aggregate principal amount not to exceed $500.0 million outstanding at any one time (the Commercial Paper Cap). In October 2023, the Commercial Paper Cap was increased to $1.5 billion. The weighted average interest rate for borrowings outstanding as of March 31, 2024 was 5.483% with a weighted average maturity of 18 days.

We had $509.0 million and $496.0 million in aggregate principal amount of commercial paper issued and outstanding under the program as of March 31, 2024 and December 31, 2023, respectively. In the event of a failed re-borrowing, we currently have availability under our Credit Facility to fund the commercial paper program until it is re-borrowed successfully. Accordingly, we have classified these borrowings as long-term in our consolidated balance sheet as of March 31, 2024.

Senior Notes

In March 2023, we issued $400.0 million of 4.875% senior notes due 2029 (the Existing 2029 Notes) and $800.0 million of 5.000% senior notes due 2034 (the 2034 Notes, and together, the Notes). We used the proceeds from the Notes for general corporate purposes, including the repayment of a portion of amounts outstanding under the Uncommitted Credit Facility, the Commercial Paper Program, the Credit Facility, and the Term Loan Facility. As a result of the Term Loan Facility repayment, we incurred a non-cash loss on the early extinguishment of debt related to the ratable portion of unamortized deferred issuance costs of $0.2 million.

In December 2023, we issued an additional $350.0 million of 4.875% senior notes due 2029 (the New 2029 Notes, and together with the Existing 2029 Notes, the 2029 Notes). After giving effect to the issuance of the New 2029 Notes, $750.0 million in aggregate principal amount of the 2029 Notes is outstanding. The New 2029 Notes are fungible with the Existing 2029 Notes, and taken together, the 2029 Notes are treated as a single series.

In December 2023, we also issued $650.0 million of 5.000% senior notes due 2033 (the 2033 Notes). The proceeds of the New 2029 Notes and the 2033 Notes were used for general corporate purposes, including the repayment of a portion of amounts outstanding under the Uncommitted Credit Facility, the Commercial Paper Program, the Credit Facility, and the Term Loan Facility.

Our senior notes and debentures are general unsecured and unsubordinated obligations and rank equally with our other unsecured obligations.

Interest Rate Swap and Lock Agreements

Our ability to obtain financing through the capital markets is a key component of our financial strategy. Historically, we have managed risk associated with executing this strategy, particularly as it relates to fluctuations in interest rates, by using a combination of fixed and floating rate debt. From time to time, we also have entered into interest rate swap and lock agreements to manage risk associated with interest rates, either to effectively convert specific fixed rate debt to a floating rate (fair value hedges), or to lock interest rates in anticipation of future debt issuances (cash flow hedges).

Cash Flow Hedges

We have historically entered into multiple swap agreements designated as cash flow hedges to manage exposure to fluctuations in interest rates in anticipation of planned future issuances of senior notes. Upon the expected issuance of senior notes, we terminate the interest rate locks and settle with our counterparties. These transactions are accounted for as cash flow hedges.

The fair value of our interest rate locks is determined using standard valuation models with assumptions about interest rates being based on those observed in underlying markets (Level 2 in the fair value hierarchy).

During the three months ended March 31, 2023, we recognized an unrealized gain in other comprehensive loss of $1.7 million, net of tax, related to terminated interest rate locks issued in conjunction with the issuance of our 5.000% Notes in March 2023. As of March 31, 2024 and December 31, 2023, our previously terminated interest rate locks were recorded as components of accumulated other comprehensive loss of $15.0 million and $15.9 million, respectively, net of tax. The effective portion of the interest rate locks is amortized as an adjustment to interest expense over the life of the issued debt using the effective interest method. For the three months ended March 31, 2024 and 2023, we recognized losses, net of tax, of $0.9 million and $1.0 million, respectively. Over the next 12 months, we expect to amortize $2.0 million, net of tax, from accumulated other comprehensive loss to interest expense as a yield adjustment of our senior notes.

In connection with our acquisition of US Ecology, in the second quarter of 2022, we acquired and novated a floating-to-fixed interest rate swap agreement (the 2022 Interest Rate Swap) with an initial effective date of March 6, 2020, an initial notional amount of $500 million relative to our Term Loan Facility and an initial fair value of $29.1 million. The initial fair value is reclassified into earnings as non-cash interest expense on a systematic basis over the life of the interest rate swap. As of March 31, 2024, the 2022 Interest Rate Swap has a notional value of $340 million. The interest rate swap matures in November 2026. The goal was to reduce overall borrowing costs. We pay interest at a fixed interest rate of 0.832% and receive interest at floating rates based on changes in SOFR. The interest rate swap is designated as a cash flow hedge. Changes in the fair value of the interest rate swap are recorded as a component of accumulated other comprehensive loss and are recognized in interest expense in the period in which the payment is settled.

The fair value of our floating-to-fixed swap is determined using standard valuation models with assumptions about interest rates being based on those observed in underlying markets (Level 2 in the fair value hierarchy). As of March 31, 2024 and December 31, 2023, the 2022 Interest Rate Swap was recorded at its fair value of $25.6 million and $24.3 million, respectively, and is included in other assets in our consolidated balance sheets.

For the three months ended March 31, 2024 and 2023, we recognized unrealized gains of $5.1 million and $3.5 million, respectively, in accumulated other comprehensive income for the 2022 Interest Rate Swap. As of March 31, 2024 and December 31, 2023, the 2022 Interest Rate Swap was recorded as a gain within accumulated other comprehensive loss of $6.4 million and $4.3 million, respectively, net of tax. The effective portion of the 2022 Interest Rate Swap is amortized as an adjustment to interest expense over the life of the instrument using the effective interest method. For the three months ended March 31, 2024 and 2023, we recognized gains, net of tax, of $3.0 million and $3.6 million, respectively, related to this amortization. Over the next 12 months, we expect to amortize approximately $5 million, net of tax, from accumulated other comprehensive loss as an offset to interest expense in the period in which payments are settled.

For further detail regarding the effect of our cash flow hedging on interest expense, refer to Note 11, *Financial Instruments*, of the notes to our unaudited consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Derivative Contracts

Contemporaneously with the issuance of our 2.300% Notes in February 2020, we amended interest rate lock agreements with an aggregate notional value of $550.0 million, extending the mandatory maturity date from 2020 to 2030, and dedesignated them as cash flow hedges (2020 Extended Interest Rate Locks). Contemporaneously with the issuance of our 2.500% Notes in August 2019, we amended interest rate lock agreements with an aggregate notional value of $375.0 million, extending the mandatory maturity date from 2019 to 2024, and dedesignated them as cash flow hedges (2019 Extended Interest Rate Locks and collectively with the 2020 Extended Interest Rate Locks, the Extended Interest Rate Locks). There was no ineffectiveness recognized in the termination of these cash flow hedges. In addition, we entered into offsetting interest rate swaps to offset future exposures to fair value fluctuations of the Extended Interest Rate Locks (2019 Offsetting Interest Rate Swap and the 2020 Offsetting Interest Rate Swap, or collectively the Offsetting Interest Rate Swaps). The fair value of these free-standing derivatives was determined using standard valuation models with assumptions about interest rates being based on those observed in underlying markets (Level 2 in the fair value hierarchy).

As of March 31, 2024 and December 31, 2023, the fair value of the Extended Interest Rate Locks were assets of $67.4 million and $54.0 million, respectively, which were included in prepaid and other current assets and other assets in our consolidated balance sheets. As of March 31, 2024 and December 31, 2023, the fair value of the Offsetting Interest Rate Swaps were liabilities of $87.8 million and $78.2 million, respectively, which were included in other accrued liabilities and other long-term liabilities in our consolidated balance sheets.

For the three months ended March 31, 2024, we recognized a gain of $13.6 million on the change in fair value of the Extended Interest Rate Locks with an offsetting loss of $13.6 million on the change in fair value of the Offsetting Interest Rate Swaps. For the three months ended March 31, 2023, we recognized a loss of $9.8 million on the change in fair value of the Extended Interest Rate Locks with an offsetting gain of $8.7 million on the change in fair value of the Offsetting Interest Rate Swaps. The changes in fair value were recorded directly in earnings as an adjustment to interest expense in our consolidated statements of income.

Tax-Exempt Financings

As of March 31, 2024 and December 31, 2023, we had $1,379.8 million and $1,280.6 million, respectively, of certain variable rate tax-exempt financings outstanding, with maturities ranging from 2024 to 2054 and from 2024 to 2053, respectively.

In both March 2024 and September 2023, the California Municipal Finance Authority issued, for our benefit, $100 million of Solid Waste Disposal Revenue Bonds each. The proceeds from the issuances, after deferred issuance costs, were used to fund the acquisition, construction, improvement, installation, and/or equipping of certain solid waste disposal facilities located within California. The initial remarketing period for these tax-exempt financings is 10 years. Our remaining tax-exempt financings are remarketed either quarterly or semiannually by remarketing agents to effectively maintain a variable yield. The holders of the bonds can put them back to the remarketing agents at the end of each interest period. If the remarketing agents are unable to remarket our bonds, the remarketing agents can put the bonds to us. In the event of a failed remarketing, we currently have availability under our Credit Facility to fund these bonds until they are remarketed successfully. Accordingly, we classified these borrowings as long-term in our consolidated balance sheets as of March 31, 2024 and December 31, 2023.

Finance Leases

As of March 31, 2024 and December 31, 2023, we had finance lease liabilities of $259.0 million and $251.3 million, respectively, with maturities ranging from 2024 to 2063 for both periods.

8. INCOME TAXES

Our effective tax rate, exclusive of non-controlling interests, for the three months ended March 31, 2024 and 2023 was 24.2% and 26.5%, respectively. Our effective tax rate for the three months ended March 31, 2024 reflected benefits from investments in renewable energy assets qualifying for tax credits under Section 48 of the Internal Revenue Code.

For the three months ended March 31, 2024 and 2023, net cash paid for income taxes was $7.8 million and $7.7 million, respectively.

We have deferred tax assets related to state net operating loss carryforwards. We provide a partial valuation allowance due to uncertainty surrounding the future utilization of these carryforwards in the taxing jurisdictions where the loss carryforwards exist. When determining the need for a valuation allowance, we consider all positive and negative evidence, including recent financial results, scheduled reversals of deferred tax liabilities, projected future taxable income and tax planning strategies. The realization of our deferred tax asset for state loss carryforwards ultimately depends upon the existence of sufficient taxable income in the appropriate state taxing jurisdictions in future periods. The weight given to the positive and negative evidence is commensurate with the extent such evidence can be objectively verified. We continue to regularly monitor both positive and negative evidence in determining the ongoing need for a valuation allowance. As of March 31, 2024, the valuation allowance associated with our state loss carryforwards was $43.6 million.

We are subject to income tax in the United States, as well as income tax in multiple state and foreign jurisdictions. Our compliance with income tax rules and regulations is periodically audited by taxing authorities. These authorities may challenge the positions taken in our tax filings. Thus, to provide for certain potential tax exposures, we maintain liabilities for uncertain tax positions for our estimate of the final outcome of these examinations. Our federal statute of limitations is closed through 2019. In addition, we are currently under state examination or administrative review in various jurisdictions for tax years 2012 through 2021.

We believe the recorded liabilities for uncertain tax positions are adequate. However, a significant assessment against us in excess of the liabilities recorded could have a material adverse effect on our consolidated financial position, results of operations and cash flows. As of March 31, 2024, we are unable to estimate the resolution of our gross unrecognized benefits over the next 12 months.

We recognize interest and penalties as incurred within the provision for income taxes in the consolidated statement of income. As of March 31, 2024, we accrued a liability for penalties of $0.3 million and a liability for interest (including interest on penalties) of $14.2 million related to our uncertain tax positions.

9. STOCK REPURCHASES, DIVIDENDS AND EARNINGS PER SHARE

Available Shares

We currently have approximately 11.3 million shares of common stock reserved for future grants under the Republic Services, Inc. 2021 Stock Incentive Plan.

Stock Repurchases

In October 2023, our Board of Directors approved a $3.0 billion share repurchase authorization effective January 1, 2024 and extending through December 31, 2026. Share repurchases under the program may be made through open market purchases or privately negotiated transactions in accordance with applicable federal securities laws. While the Board of Directors has approved the program, the timing of any purchases, the prices and the number of shares of common stock to be purchased will be determined by our management, at its discretion, and will depend upon market conditions and other factors. On a quarterly basis, our Board of Directors reviews the intrinsic value of our stock and the parameters around which we repurchase our shares. The share repurchase program may be extended, suspended or discontinued at any time.

During both the three months ended March 31, 2024 and 2023, there were no shares repurchased and as of both March 31, 2024 and 2023, no repurchased shares pending settlement. As of March 31, 2024, the remaining authorized purchase capacity under our October 2023 repurchase program was $3.0 billion.

Dividends

In February 2024, our Board of Directors approved a quarterly dividend of $0.535 per share. Cash dividends declared were $168.5 million for the three months ended March 31, 2024. As of March 31, 2024, we recorded a quarterly dividend payable of $168.5 million to shareholders of record at the close of business on April 2, 2024.

Earnings per Share

Basic earnings per share is computed by dividing net income attributable to Republic Services, Inc. by the weighted average number of common shares (including vested but unissued restricted stock units and performance stock units) outstanding during the period. Diluted earnings per share is based on the combined weighted average number of common shares and common share equivalents outstanding, which include, where appropriate, the unvested restricted stock units (RSUs) and the unvested performance stock units (PSUs) at the expected attainment levels. We use the treasury stock method in computing diluted earnings per share.

Earnings per share for the three months ended March 31, 2024 and 2023 are calculated as follows (in thousands, except per share amounts):

	Three Months Ended March 31,	
	2024	2023
Basic earnings per share:		
Net income attributable to Republic Services, Inc.	$ 453,794	$ 383,852
Weighted average common shares outstanding	315,294	316,712
Basic earnings per share	$ 1.44	$ 1.21
Diluted earnings per share:		
Net income attributable to Republic Services, Inc.	$ 453,794	$ 383,852
Weighted average common shares outstanding	315,294	316,712
Effect of dilutive securities:		
Unvested RSU awards	125	75
Unvested PSU awards	274	355
Weighted average common and common equivalent shares outstanding	315,693	317,142
Diluted earnings per share	$ 1.44	$ 1.21

During the three months ended March 31, 2024 and 2023, there were no antidilutive securities outstanding and less than 0.1 million antidilutive securities outstanding, respectively.

10. CHANGES IN ACCUMULATED OTHER COMPREHENSIVE LOSS BY COMPONENT

A summary of changes in accumulated other comprehensive loss, net of tax, by component, for the three months ended March 31, 2024 follows:

	Cash Flow Hedges	Defined Benefit Pension Items	Foreign Currency Translation	Total
Balance as of December 31, 2023	$ (11.6)	$ 8.9	$ (9.4)	$ (12.1)
Other comprehensive income before reclassifications	5.1	—	3.8	8.9
Amounts reclassified from accumulated other comprehensive loss	(2.1)	—	—	(2.1)
Net current period other comprehensive income	3.0	—	3.8	6.8
Balance as of March 31, 2024	$ (8.6)	$ 8.9	$ (5.6)	$ (5.3)

A summary of reclassifications out of accumulated other comprehensive loss for the three months ended March 31, 2024 and 2023 follows:

Details about Accumulated Other Comprehensive Loss Components	Amount Reclassified from Accumulated Other Comprehensive Loss — Three Months Ended March 31, 2024	Three Months Ended March 31, 2023	Affected Line Item in the Statement where Net Income is Presented
Gain (loss) on cash flow hedges:			
Terminated interest rate locks	$ (1.2)	$ (1.4)	Interest expense
2022 interest rate swap	4.0	4.9	Interest expense
Total before tax	2.8	3.5	
Tax provision	(0.7)	(0.9)	
Total income reclassified into earnings, net of tax	$ 2.1	$ 2.6	

11. FINANCIAL INSTRUMENTS

The effect of our hedging relationships and derivative instruments on the consolidated statements of income for the three months ended March 31, 2024 and 2023 follows (in millions):

	Classification and amount of gain (loss) recognized in income on hedging relationships and derivative instruments — Three Months Ended March 31, 2024 — Interest Expense	2023 — Interest Expense
Total amount of expense line items presented in the consolidated statements of income in which the effects of hedging relationships and derivative instruments are recorded	$ (139.3)	$ (126.7)
The effects of cash flow hedging relationships in Subtopic 815-20:		
(Loss) gain on cash flow hedging relationships:		
Amount of (loss) gain reclassified from accumulated other comprehensive loss into earnings, net of tax:		
Interest rate swap locks	$ (0.9)	$ (1.0)
2022 interest rate swap	$ 3.0	$ 3.6
The effects of derivative instruments not in Subtopic 815-20:		
Gain (loss) on free-standing derivative instruments:		
Interest rate contract:		
Net gain (loss) on change in fair value of free-standing derivative instruments	$ —	$ (1.1)

Fair Value Measurements

In measuring fair values of assets and liabilities, we use valuation techniques that maximize the use of observable inputs (Level 1) and minimize the use of unobservable inputs (Level 3). We also use market data or assumptions that we believe market participants would use in pricing an asset or liability, including assumptions about risk when appropriate.

The carrying value for certain of our financial instruments, including cash, accounts receivable, current investments, accounts payable and certain other accrued liabilities, approximates fair value because of their short-term nature. As of March 31, 2024 and December 31, 2023, our assets and liabilities that are measured at fair value on a recurring basis include the following:

	March 31, 2024				
		Fair Value			
	Carrying Amount	Total	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:					
Money market mutual funds	$ 44.1	$ 44.1	$ 44.1	$ —	$ —
Bonds - restricted cash and marketable securities and other assets	76.8	76.8	—	76.8	—
Derivative and hedging assets - prepaid and other current assets and other assets	93.0	93.0	—	93.0	—
Total assets	$ 213.9	$ 213.9	$ 44.1	$ 169.8	$ —
Liabilities:					
Derivative and hedging liabilities - other accrued liabilities and other long-term liabilities	$ 93.2	$ 93.2	$ —	$ 93.2	$ —
Contingent consideration - other accrued liabilities and other long-term liabilities	63.7	63.7	—	—	63.7
Total liabilities	$ 156.9	$ 156.9	$ —	$ 93.2	$ 63.7

	December 31, 2023				
		Fair Value			
	Carrying Amount	Total	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:					
Money market mutual funds	$ 43.1	$ 43.1	$ 43.1	$ —	$ —
Bonds - restricted cash and marketable securities and other assets	76.3	76.3	—	76.3	—
Derivative and hedging assets - prepaid and other current assets and other assets	78.3	78.3	—	78.3	—
Total assets	$ 197.7	$ 197.7	$ 43.1	$ 154.6	$ —
Liabilities:					
Derivative and hedging liabilities - other accrued liabilities and other long-term liabilities	$ 79.6	$ 79.6	$ —	$ 79.6	$ —
Contingent consideration - other accrued liabilities and other long-term liabilities	63.6	63.6	—	—	63.6
Total liabilities	$ 143.2	$ 143.2	$ —	$ 79.6	$ 63.6

Total Debt

The carrying value of our total debt was $12.8 billion as of both March 31, 2024 and December 31, 2023, and the fair value of our total debt was $12.3 billion and $12.5 billion, respectively. The estimated fair value of our fixed rate senior notes and debentures is based on quoted market prices. The fair value of our remaining notes payable, tax-exempt financings and borrowings under our credit facilities approximates the carrying value because the interest rates are variable. The fair value estimates were based on Level 2 inputs of the fair value hierarchy as of March 31, 2024 and December 31, 2023. See Note 7, *Debt*, for further information related to our debt.

Contingent Consideration

In 2015, we entered into a waste management contract with the County of Sonoma, California to operate the county's waste management facilities. As of March 31, 2024, the Sonoma contingent consideration represents the fair value of $59.0 million payable to the County of Sonoma based on the achievement of future annual tonnage targets through the expected remaining capacity of the landfill. The potential undiscounted amount of all future contingent payments that we could be required to make under the waste management contract is estimated to be between approximately $81 million and $114 million. During the three months ended March 31, 2024, the activity in the contingent consideration liability included accretion, which was offset by concession payments made in the ordinary course of business. There were no changes to the estimate of fair value.

12. SEGMENT REPORTING

Our senior management evaluates, oversees and manages the financial performance of our operations through three field groups, referred to as Group 1, Group 2 and Group 3. Group 1 is our recycling and waste business operating primarily in geographic areas located in the western United States. Group 2 is our recycling and waste business operating primarily in geographic areas located in the southeastern and mid-western United States, the eastern seaboard of the United States, and Canada. Group 3 is our environmental solutions business operating primarily in geographic areas located across the United States and Canada. These groups are presented below as our reportable segments, which each provide integrated environmental services, including but not limited to collection, transfer, recycling, and disposal.

Adjusted EBITDA is the single financial measure our chief operating decision maker (CODM) uses to evaluate operating segment profitability and determine resource allocations. Summarized financial information concerning our reportable segments for the three months ended March 31, 2024 and 2023 follows:

	Group 1	Group 2	Recycling & Waste Subtotal [1]	Group 3 (Environmental Solutions)	Corporate entities and other	Total
Three Months Ended March 31, 2024						
Gross Revenue	$ 2,018.0	$ 1,913.2	$ 3,931.2	$ 428.4	$ 79.6	$ 4,439.2
Intercompany Revenue	(300.7)	(248.4)	(549.1)	(11.4)	(17.0)	(577.5)
Revenue allocations	29.1	27.2	56.3	6.3	(62.6)	—
Net Revenue	$ 1,746.4	$ 1,692.0	$ 3,438.4	$ 423.3	$ —	$ 3,861.7
Adjusted EBITDA	$ 558.8	$ 519.0	$ 1,077.8	$ 86.7	$ —	$ 1,164.5
Capital Expenditures	$ 186.5	$ 120.7	$ 307.2	$ 34.7	$ 172.6	$ 514.5
Total Assets	13,632.1	10,929.6	$ 24,561.7	$ 4,374.8	$ 2,445.2	$ 31,381.7
Three Months Ended March 31, 2023						
Gross Revenue	$ 1,840.3	$ 1,818.3	$ 3,658.6	$ 421.2	$ 67.4	$ 4,147.2
Intercompany Revenue	(287.1)	(242.6)	(529.7)	(14.8)	(21.6)	(566.1)
Revenue allocations	22.3	21.6	43.9	1.9	(45.8)	—
Net Revenue	$ 1,575.5	$ 1,597.3	$ 3,172.8	$ 408.3	$ —	$ 3,581.1
Adjusted EBITDA	$ 489.4	$ 464.9	$ 954.3	$ 85.7	$ —	$ 1,040.0
Capital Expenditures	$ 112.5	$ 85.3	$ 197.8	$ 22.4	$ 158.4	$ 378.6
Total Assets	$ 12,357.4	$ 10,630.9	$ 22,988.3	$ 3,992.2	$ 2,100.9	$ 29,081.4

(1) The Recycling & Waste Subtotal represents the combined results of our Group 1 and Group 2 reportable segments.

Corporate functions include legal, tax, treasury, information technology, risk management, human resources, closed landfills, and other administrative functions. National Accounts revenue included in Corporate entities and other represents the portion of revenue generated from nationwide and regional contracts in markets outside our operating areas where the associated material handling is subcontracted to local operators. Revenue and overhead costs of Corporate entities and other are either specifically assigned or allocated on a rational and consistent basis among our reportable segments to calculate Adjusted EBITDA.

As presented in the tables below, Adjusted EBITDA reflects certain adjustments for US Ecology, Inc., acquisition, integration and deal costs, (income) losses from unconsolidated equity method investments, losses on extinguishment of debt, and restructuring expenses. This presentation is consistent with how our CODM reviews results of operations to make resource allocation decisions.

Intercompany revenue reflects transactions within and between segments that generally are made on a basis intended to reflect the market value of such services. Capital expenditures for Corporate entities and other primarily include vehicle inventory acquired but not yet assigned to operating locations and facilities.

A reconciliation of the Company's single measure of segment profitability (segment Adjusted EBITDA) to Income before income tax provision in the Consolidated Statements of Net Income is as follows:

	Three Months Ended March 31,	
	2024	2023
Group 1 Adjusted EBITDA	$ 558.8	$ 489.4
Group 2 Adjusted EBITDA	519.0	464.9
Group 3 Adjusted EBITDA	86.7	85.7
Total Adjusted EBITDA	1,164.5	1,040.0
Other income, net	(12.6)	(2.5)
Interest income	(1.5)	(1.4)
Interest expense	139.3	126.7
Depreciation, amortization and depletion	399.2	358.7
Accretion	26.6	24.1
Loss (income) from unconsolidated equity method investment	8.7	(1.0)
Loss on extinguishment of debt and other related costs	—	0.2
Restructuring charges	5.9	5.5
US Ecology, Inc. acquisition integration and deal costs	—	7.6
Income before income taxes	$ 598.9	$ 522.1

13. REVENUE AND CREDIT LOSSES

Our operations primarily consist of providing environmental services. The following table disaggregates our revenue by service line for the three months ended March 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	Three Months Ended March 31,			
	2024		2023	
Collection:				
Residential	$ 723.3	18.7 %	$ 685.1	19.1 %
Small-container	1,189.0	30.8	1,056.3	29.5
Large-container	732.8	19.0	701.9	19.6
Other	17.7	0.5	15.1	0.4
Total collection	2,662.8	69.0	2,458.4	68.6
Transfer	419.3		401.0	
Less: intercompany	(236.5)		(227.3)	
Transfer, net	182.8	4.7	173.7	4.8
Landfill	704.8		688.7	
Less: intercompany	(300.4)		(296.1)	
Landfill, net	404.4	10.4	392.6	11.0
Environmental solutions	439.2		430.3	
Less: intercompany	(15.9)		(22.0)	
Environmental solutions, net	423.3	11.0	408.3	11.4
Other:				
Recycling processing and commodity sales	95.5	2.5	70.7	2.0
Other non-core	92.9	2.4	77.4	2.2
Total other	188.4	4.9	148.1	4.2
Total revenue	$ 3,861.7	100.0 %	$ 3,581.1	100.0 %

Other non-core revenue consists primarily of revenue from National Accounts, which represents the portion of revenue generated from nationwide or regional contracts in markets outside our operating areas where the associated material handling is subcontracted to local operators. Consequently, substantially all of this revenue is offset with related subcontract costs, which are recorded in cost of operations.

See Note 12, *Segment Reporting*, for additional information regarding revenue by reportable segment.

Revenue Recognition

Our service obligations of a long-term nature, e.g., certain collection service contracts, are satisfied over time, and we recognize revenue based on the value provided to the customer during the period. The amount billed to the customer is based on variable elements such as the number of residential homes or businesses for which collection services are provided, the volume of material collected, treated, transported and disposed, and the nature of the material accepted. We do not disclose the value of unsatisfied performance obligations for these contracts as our right to consideration corresponds directly to the value provided to the customer for services completed to date and all future variable consideration is allocated to wholly unsatisfied performance obligations.

Additionally, certain elements of our long-term customer contracts are unknown upon entering into the contract, including the amount that will be billed in accordance with annual price escalation clauses, our fuel recovery fee program and commodity prices. The amount to be billed is often tied to changes in an underlying base index such as a consumer price index or a fuel or commodity index, and revenue can be recognized once the index is established for the period.

Environmental solutions revenue is primarily generated from the fees we charge for the collection, treatment, consolidation, disposal and recycling of hazardous and non-hazardous waste, field and industrial services, equipment rental, emergency response and standby services and in-plant services, such as transportation and logistics, including at our transfer, storage and disposal facilities (TSDF). Activity for this service line varies across markets and reflects the regulatory environment, pricing and disposal alternatives available in any given market. Revenue recognized is variable in nature and primarily based on the volume and type of waste accepted or processed during the period. For certain field and industrial services contracts, we have a right to consideration from our customers in an amount that corresponds directly with the value to the customer of the

Company's performance completed to date. Therefore, we have applied the practical expedient to recognize revenue in the amount to which we have the right to invoice.

Deferred Revenue

The factors that impact the timing and amount of revenue recognized for each service line may vary based on the nature of the service performed. Generally, we recognize revenue at the time we perform a service. In the event that we bill for services in advance of performance, we recognize deferred revenue for the amount billed and subsequently recognize revenue at the time the service is provided. Depending on the nature of the contract, we may also generate revenue through the collection of fuel recovery fees and environmental fees which are designed to recover our internal costs of providing services to our customers.

Substantially all of the deferred revenue recognized as of December 31, 2023 was recognized as revenue during the three months ended March 31, 2024 when the service was performed.

Deferred Contract Costs

We incur certain upfront payments to acquire customer contracts which are recognized as other assets in our consolidated balance sheet, and we amortize the asset over the respective contract life. In addition, we recognize sales commissions that represent an incremental cost of the contract as other assets in our consolidated balance sheets, and we amortize the asset over the average life of the customer relationship. As of March 31, 2024 and December 31, 2023, we recognized $82.1 million and $82.5 million, respectively, of deferred contract costs and capitalized sales commissions. During the three months ended March 31, 2024, we amortized $3.8 million of capitalized sales commissions to selling, general and administrative expenses and we amortized $1.1 million of other deferred contract costs as a reduction of revenue. During the three months ended March 31, 2023, we amortized $3.6 million of capitalized sales commissions to selling, general and administrative expenses and we amortized $1.3 million of other deferred contract costs as a reduction of revenue.

Credit Losses

Accounts receivable represent receivables from customers for environmental services, including collection and processing of recyclable materials, collection, transfer, and disposal of solid waste, and other environmental solutions. Our receivables are recorded when billed or when the related revenue is earned and represent claims against third parties that will be settled in cash. The carrying value of our receivables, net of the allowance for doubtful accounts and customer credits, represents their estimated net realizable value.

We establish an allowance for doubtful accounts based on various factors including the age of receivables outstanding, historical trends, economic conditions and other information. We also review outstanding balances on an account-specific basis based on the credit risk of the customer. We determined that all of our accounts receivable share similar risk characteristics. We monitor our credit exposure on an ongoing basis and assess whether assets in the pool continue to display similar risk characteristics. We perform ongoing credit evaluations of our customers, but generally do not require collateral to support customer receivables.

The following table reflects the activity in our allowance for doubtful accounts for the three months ended March 31, 2024 and 2023:

	2024	2023
Balance at beginning of year	$ 83.2	$ 51.9
Additions charged to expense	7.3	7.8
Accounts written-off	(7.9)	(0.9)
Balance at end of period	$ 82.6	$ 58.8

14. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

We are subject to extensive and evolving laws and regulations and have implemented safeguards to respond to regulatory requirements. In the normal course of our business, we become involved in legal proceedings. Some may result in fines, penalties or judgments against us, or settlements, which may impact earnings and cash flows for a particular period. Although we cannot predict the ultimate outcome of any legal matter with certainty, we do not believe the outcome of any of our pending legal proceedings will have a material adverse impact on our consolidated financial position, results of operations or cash flows.

As used herein, the term *legal proceedings* refers to litigation and similar claims against us and our subsidiaries, excluding: (1) ordinary course accidents, general commercial liability and workers' compensation claims, which are covered by insurance programs, subject to customary deductibles, and which, together with insured employee health care costs, are discussed in Note 5, *Other Liabilities;* and (2) environmental remediation liabilities, which are discussed in Note 6, *Landfill and Environmental Costs.*

We accrue for legal proceedings when losses become probable and reasonably estimable. We have recorded an aggregate accrual of approximately $18 million relating to our outstanding legal proceedings as of March 31, 2024. As of the end of each applicable reporting period, we review each of our legal proceedings and, where it is probable that a liability has been incurred, we accrue for all probable and reasonably estimable losses. Where we can reasonably estimate a range of losses we may incur regarding such a matter, we record an accrual for the amount within the range that constitutes our best estimate. If we can reasonably estimate a range but no amount within the range appears to be a better estimate than any other, we use the amount that is the low end of such range. If we had used the high ends of such ranges, our aggregate potential liability would be approximately $13 million higher than the amount recorded as of March 31, 2024.

Multiemployer Pension Plans

We participate in multiemployer pension plans that generally provide retirement benefits to participants of contributing employers. We do not administer these plans.

Under current law regarding multiemployer pension plans, our withdrawal (which we consider from time to time) or the mass withdrawal from any under-funded multiemployer pension plan (each, a Withdrawal Event) could require us to make payments to the plan for our proportionate share of the plan’s unfunded vested liabilities. During the course of operating our business, we incur Withdrawal Events regarding certain of the multiemployer pension plans in which we participate. We accrue for such events when losses become probable and reasonably estimable.

Cash, Cash Equivalents, Restricted Cash and Restricted Cash Equivalents

Restricted cash and restricted cash equivalents are included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. Beginning-of-period and end-of-period cash, cash equivalents, restricted cash and restricted cash equivalents as presented in the statement of cash flows is reconciled as follows:

	March 31, 2024	December 31, 2023	March 31, 2023	December 31, 2022
Cash and cash equivalents	$ 91.6	$ 140.0	$ 132.2	$ 143.4
Restricted cash and marketable securities	143.3	163.6	132.7	127.6
Less: restricted marketable securities	(76.5)	(76.1)	(58.2)	(56.7)
Cash, cash equivalents, restricted cash and restricted cash equivalents	$ 158.4	$ 227.5	$ 206.7	$ 214.3

Our restricted cash and marketable securities includes amounts pledged to regulatory agencies and governmental entities as financial guarantees of our performance under certain collection, landfill and transfer station contracts and permits, and relating to our final capping, closure and post-closure obligations at our landfills as well as restricted cash and marketable securities related to our insurance obligations.

The following table summarizes our restricted cash and marketable securities:

	March 31, 2024	December 31, 2023
Capping, closure and post-closure obligations	$ 43.7	$ 43.2
Insurance	99.6	120.4
Total restricted cash and marketable securities	$ 143.3	$ 163.6

Off-Balance Sheet Arrangements

We have no off-balance sheet debt or similar obligations, other than short-term operating leases and financial assurances, which are not classified as debt. We have no transactions or obligations with related parties that are not disclosed, consolidated into or reflected in our reported financial position or results of operations. We have not guaranteed any third-party debt.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

You should read the following discussion in conjunction with the unaudited consolidated financial statements and notes thereto included under Part I, Item 1 of this Quarterly Report on Form 10-Q. In addition, you should refer to our audited consolidated financial statements and notes thereto and related *Management's Discussion and Analysis of Financial Condition and Results of Operations* appearing in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Disclosure Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains certain forward-looking information about us that is intended to be covered by the safe harbor for "forward-looking statements" provided by the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements that are not historical facts. Words such as "guidance," "expect," "will," "may," "anticipate," "plan," "estimate," "project," "intend," "should," "can," "likely," "could," "outlook" and similar expressions are intended to identify forward-looking statements. In particular, information appearing in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" includes forward-looking statements. These statements include information about our plans, strategies, and expectations of future financial performance and prospects. Forward-looking statements are not guarantees of performance. These statements are based upon the current beliefs and expectations of our management and are subject to significant risk and uncertainties that could cause actual results to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot assure you that the expectations will prove to be correct. Among the factors that could cause actual results to differ materially from the expectations expressed in the forward-looking statements are the amount of the financial contribution of our sustainability initiatives, as well as acts of war, riots or terrorism, and the impact of these acts on economic, financial and social conditions in the United States, as well as our dependence on large, long-term collection, transfer and disposal contracts. More information on factors that could cause actual results or events to differ materially from those anticipated is included from time to time in our reports filed with the Securities and Exchange Commission, including our Annual Report on Form 10-K for the year ended December 31, 2023. Additionally, new risk factors emerge from time to time and it is not possible for us to predict all such risk factors, or to assess the impact such risk factors might have on our business. We undertake no obligation to update publicly any forward-looking statements whether as a result of new information, future events or otherwise, except as required by law.

Overview

Republic is one of the largest providers of environmental services in the United States, as measured by revenue. As of March 31, 2024, we operated across the United States and Canada through 364 collection operations, 246 transfer stations, 74 recycling centers, 207 active landfills, 3 treatment, recovery and disposal facilities, 23 treatment, storage and disposal facilities (TSDF), 6 salt water disposal wells and 12 deep injection wells, and 1 polymer center. We are engaged in 77 landfill gas-to-energy and renewable energy projects and had post-closure responsibility for 126 closed landfills as of March 31, 2024.

Revenue for the three months ended March 31, 2024 increased by 7.8% to $3,861.7 million compared to $3,581.1 million for the same period in 2023. This change in revenue is due to increases in average yield of 6.0%, increased revenue from acquisitions, net of divestitures of 3.7%, and an increase in recycling processing and commodity sales of 0.4%. Additionally, revenue increased 0.1% due to the impact of the number of workdays during the three months ended March 31, 2024, as compared to the same period in 2023. These increases were partially offset by a decrease in volume of 0.9%, a decrease in environmental solutions revenue of 1.1%, and a decrease in fuel recovery fees of 0.4%.

The following table summarizes our revenue, expenses and operating income for the three months ended March 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	Three Months Ended March 31,			
	2024		2023	
Revenue	$ 3,861.7	100.0 %	$ 3,581.1	100.0 %
Expenses:				
Cost of operations	2,283.2	59.1	2,169.5	60.6
Depreciation, amortization and depletion of property and equipment	364.2	9.4	328.3	9.2
Amortization of other intangible assets	17.8	0.5	15.1	0.4
Amortization of other assets	17.2	0.4	15.3	0.4
Accretion	26.6	0.7	24.1	0.7
Selling, general and administrative	414.0	10.7	379.2	10.6
Restructuring charges	5.9	0.2	5.5	0.1
Operating income	$ 732.8	19.0 %	$ 644.1	18.0 %

Our pre-tax income was $598.9 million for the three months ended March 31, 2024, compared to $522.1 million for the same period in 2023. Our net income attributable to Republic Services, Inc. was $453.8 million for the three months ended March 31, 2024, or $1.44 per diluted share, compared to $383.9 million, or $1.21 per diluted share, for the same period in 2023.

During each of the three months ended March 31, 2024 and 2023, we recorded a number of charges, other expenses and benefits that impacted our pre-tax income, tax expense, net income attributable to Republic Services, Inc. (net income – Republic) and diluted earnings per share as noted in the following table (in millions, except per share data). Additionally, see our *Results of Operations* discussion in this *Management's Discussion and Analysis of Financial Condition and Results of Operations* for a discussion of other items that impacted our earnings during the three months ended March 31, 2024 and 2023.

	Three Months Ended March 31, 2024				Three Months Ended March 31, 2023			
	Pre-tax Income	Tax Impact[(1)]	Net Income - Republic	Diluted Earnings per Share	Pre-tax Income	Tax Impact[(1)]	Net Income - Republic	Diluted Earnings per Share
As reported	$ 598.9	145.1	$ 453.8	$ 1.44	$ 522.1	138.2	$ 383.9	$ 1.21
Loss on extinguishment of debt and other related costs [(2)]	—	—	—	—	0.2	—	0.2	—
Restructuring charges	5.9	1.6	4.3	0.01	5.5	1.5	4.0	0.01
US Ecology acquisition integration and deal costs	—	—	—	—	7.6	2.0	5.6	0.02
Total adjustments	5.9	1.6	4.3	0.01	13.3	3.5	9.8	0.03
As adjusted	$ 604.8	$ 146.7	$ 458.1	$ 1.45	$ 535.4	$ 141.7	$ 393.7	$ 1.24

(1) The income tax effect related to our adjustments includes both the current and deferred income tax impact and is individually calculated based on the statutory rates applicable to each adjustment.

(2) The aggregate impact to adjusted diluted earnings per share totals to less than $0.01 for the three months ended March 31, 2023.

We believe that presenting adjusted pre-tax income, adjusted tax impact, adjusted net income – Republic, and adjusted diluted earnings per share, which are not measures determined in accordance with U.S. GAAP, provides an understanding of operational activities before the financial impact of certain items. We use these measures, and believe investors will find them helpful, in understanding the ongoing performance of our operations separate from items that have a disproportionate impact on our results for a particular period. We have incurred comparable charges, costs and recoveries in prior periods, and similar types of adjustments can reasonably be expected to be recorded in future periods. Our definitions of adjusted pre-tax income, adjusted tax impact, adjusted net income – Republic, and adjusted diluted earnings per share may not be comparable to similarly titled measures presented by other companies. Further information on each of these adjustments is included below.

Loss on extinguishment of debt. During the three months ended March 31, 2023, we incurred a loss on the early extinguishment of debt related to the early repayment of a portion of our Term Loan Facility. We incurred non-cash charges related to the proportional share of unamortized deferred issuance costs of $0.2 million. During the three months ended March 31, 2024, we did not incur any losses on extinguishment of debt.

Restructuring charges. During the three months ended March 31, 2024 and 2023, we incurred restructuring charges of $5.9 million and $5.5 million, respectively. These charges relate to the redesign of our asset management, and customer and order management software systems. We paid $5.7 million and $5.0 million during the three months ended March 31, 2024 and 2023, respectively, related to these restructuring efforts.

During the remainder of 2024, we expect to incur additional restructuring charges of approximately $29 million, primarily related to the continued redesign of our asset management, and customer and order management software systems. Substantially all of these restructuring charges will be recorded in Corporate entities and other.

US Ecology, Inc. acquisition integration and deal costs. During the three months ended March 31, 2023, we incurred acquisition integration and deal costs of $7.6 million in connection with the acquisition of US Ecology, which included certain costs to integrate the business. The acquisition closed on May 2, 2022 and our integration of the business was substantially complete as of December 31, 2023.

Results of Operations

Revenue

We generate revenue by providing environmental services to our customers, including the collection and processing of recyclable materials, the collection, treatment, consolidation, transfer and disposal of hazardous and non-hazardous waste and other environmental solutions. Our residential, small-container and large-container collection operations in some markets are based on long-term contracts with municipalities. Certain of our municipal contracts have annual price escalation clauses that are tied to changes in an underlying base index such as a consumer price index. We generally provide small-container and large-container collection services to customers under contracts with terms up to three years. Our transfer stations and landfills generate revenue from disposal or tipping fees charged to third parties. Our recycling centers generate revenue from tipping fees charged to third parties and the sale of recycled commodities. Our revenue from environmental solutions primarily consists of (1) fees we charge for the collection, treatment, transfer and disposal of hazardous and non-hazardous waste, (2) field and industrial services, (3) equipment rental, (4) emergency response and standby services, (5) in-plant services, such as transportation and logistics, including at our TSDFs and (6) in-plant services such as high-pressure cleaning, tank cleaning, decontamination, remediation, transportation, spill cleanup and emergency response at refineries, chemical, steel and automotive plants and other governmental, commercial and industrial facilities. Other non-core revenue consists primarily of revenue from National Accounts, which represents the portion of revenue generated from nationwide or regional contracts in markets outside our operating areas where the associated material handling is subcontracted to local operators. Consequently, substantially all of this revenue is offset with related subcontract costs, which are recorded in cost of operations.

The following table reflects our revenue by service line for the three months ended March 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	Three Months Ended March 31,			
	2024		2023	
Collection:				
Residential	$ 723.3	18.7 %	$ 685.1	19.1 %
Small-container	1,189.0	30.8	1,056.3	29.5
Large-container	732.8	19.0	701.9	19.6
Other	17.7	0.5	15.1	0.4
Total collection	2,662.8	69.0	2,458.4	68.6
Transfer	419.3		401.0	
Less: intercompany	(236.5)		(227.3)	
Transfer, net	182.8	4.7	173.7	4.8
Landfill	704.8		688.7	
Less: intercompany	(300.4)		(296.1)	
Landfill, net	404.4	10.4	392.6	11.0
Environmental solutions	439.2		430.3	
Less: intercompany	(15.9)		(22.0)	
Environmental solutions, net	423.3	11.0	408.3	11.4
Other:				
Recycling processing and commodity sales	95.5	2.5	70.7	2.0
Other non-core	92.9	2.4	77.4	2.2
Total other	188.4	4.9	148.1	4.2
Total revenue	$ 3,861.7	100.0 %	$ 3,581.1	100.0 %

The following table reflects changes in components of our revenue, as a percentage of total revenue, for the three months ended March 31, 2024 and 2023:

	Three Months Ended March 31,	
	2024	2023
Average yield	6.0 %	6.5 %
Fuel recovery fees	(0.4)	1.5
Total price	5.6	8.0
Volume	(0.9)	1.6
Change in workdays	0.1	0.4
Recycling processing and commodity sales	0.4	(0.9)
Environmental solutions	(1.1)	0.5
Total internal growth	4.1	9.6
Acquisitions / divestitures, net	3.7	11.0
Total	7.8 %	20.6 %
Core price	7.0 %	8.2 %

Average yield is defined as revenue growth from the change in average price per unit of service, expressed as a percentage. Core price is defined as price increases to our customers and fees, excluding fuel recovery fees, net of price decreases to retain customers. We also measure changes in core price, average yield and volume as a percentage of related-business revenue, defined as total revenue excluding recycled commodities, fuel recovery fees and environmental solutions revenue, to determine the effectiveness of our pricing and organic growth strategies.

The following table reflects core price, average yield and volume as a percentage of related-business revenue for the three months ended March 31, 2024 and 2023:

	Three Months Ended March 31,	
	2024	2023
	As a % of Related Business	
Core price	8.5 %	9.3 %
Average yield	7.3 %	7.4 %
Volume	(1.1)%	1.8 %

During the three months ended March 31, 2024, we experienced the following changes in our revenue as compared to the same period in 2023:

- Average yield increased revenue by 6.0% for the three months ended March 31, 2024 due to positive pricing changes in all our collection and disposal lines of business
- The fuel recovery fee program, which mitigates our exposure to increases in fuel prices, decreased revenue by 0.4% for the three months ended March 31, 2024, due to a decrease in fuel prices compared to the same period in 2023.
- Volume decreased revenue by 0.9% during the three months ended March 31, 2024, primarily due to a decline in volume in our residential and large-container collection lines of business as well as volume declines in our landfill and transfer lines of business. The decline in revenue in our large-container collection and landfill lines of business was partially driven by inclement weather in January across all field groups. The decline in volume in our landfill line of business is primarily attributable to decreased special waste and construction and demolition volumes, partially offset by increased solid waste volumes.
- Revenue increased by 0.1% due the impact of the number of workdays during the three months ended March 31, 2024, as compared to the same period in 2023, which drove an increase in volumes in our large-container, landfill, and transfer lines of business.
- Recycling processing and commodity sales increased revenue by 0.4% during the three months ended March 31, 2024 primarily due to an increase in overall commodity prices as compared to the same period in 2023. The average price for recycled commodities at our recycling centers, excluding glass and organics, for the three months ended March 31, 2024 was $153 per ton compared to $105 per ton for the same period in 2023.

  Changing market demand for recycled commodities causes volatility in commodity prices. At current volumes and mix of materials, we believe a $10 per ton change in the price of recycled commodities would change both annual revenue and operating income by approximately $10 million.
- Environmental solutions decreased revenue by 1.1% during the three months ended March 31, 2024, primarily due to rig declines impacting upstream business, lower event volumes and remediation work, and fewer large-scale projects when compared to the same period in 2023. These variances were partially offset by price increases during the year.
- Acquisitions, net of divestitures, increased revenue by 3.7% during the three months ended March 31, 2024, reflecting the results of our continued growth strategy of acquiring environmental services companies that complement and expand our existing business platform.

Cost of Operations

Cost of operations includes labor and related benefits, which consists of salaries and wages, health and welfare benefits, incentive compensation and payroll taxes. It also includes transfer and disposal costs representing tipping fees paid to third party disposal facilities and transfer stations; maintenance and repairs relating to our vehicles, equipment and containers, including related labor and benefit costs; transportation and subcontractor costs, which include costs for independent haulers that transport our waste to disposal facilities and costs for local operators that provide waste handling services associated with our National Accounts in markets outside our standard operating areas; fuel, which includes the direct cost of fuel used by our vehicles, net of fuel tax credits; disposal fees and taxes, consisting of landfill taxes, host community fees and royalties; landfill operating costs, which includes financial assurance, leachate disposal, remediation charges and other landfill maintenance costs; risk management costs, which include insurance premiums and claims; cost of goods sold, which includes material costs paid to suppliers; and other, which includes expenses such as facility operating costs, equipment rent and gains or losses on sale of assets used in our operations.

The following table summarizes the major components of our cost of operations for the three months ended March 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	Three Months Ended March 31,			
	2024		2023	
Labor and related benefits	$ 789.4	20.4 %	$ 738.1	20.6 %
Transfer and disposal costs	263.7	6.8	249.6	7.0
Maintenance and repairs	356.1	9.2	326.6	9.1
Transportation and subcontract costs	279.8	7.3	285.2	8.0
Fuel	125.6	3.3	144.4	4.0
Disposal fees and taxes	84.2	2.2	83.7	2.3
Landfill operating costs	90.7	2.3	81.6	2.3
Risk management	95.9	2.5	93.1	2.6
Other	197.8	5.1	167.2	4.7
Total cost of operations	$ 2,283.2	59.1 %	$ 2,169.5	60.6 %

These cost categories may change from time to time and may not be comparable to similarly titled categories presented by other companies. As such, you should take care when comparing our cost of operations by component to that of other companies and of ours for prior periods.

The most significant items impacting our cost of operations during the three months ended March 31, 2024 and 2023 are summarized below:

- Labor and related benefits increased in aggregate dollars due to higher hourly and salaried wages as a result of annual merit increases. Acquisition-related growth also contributed to the increase in labor and related benefits.
- Transfer and disposal costs increased in aggregate dollars primarily due to higher disposal rates.

  During the three months ended March 31, 2024 and 2023, approximately 67% and 69%, respectively, of the total solid waste volume we collected was disposed at landfill sites that we owned or operated (internalization).
- Maintenance and repairs expense increased due to higher hourly wages as a result of annual merit increases, an increase in third-party maintenance, and parts inflation. Acquisition-related growth also contributed to the increase in maintenance and repairs expense.
- Transportation and subcontract costs decreased due to decreases in subcontract volumes, partially offset by an increase in transportation rates.
- Our fuel costs decreased due to a decrease in the average diesel fuel price per gallon. The national average diesel fuel price per gallon for the three months ended March 31, 2024 and 2023 was $3.96 and $4.41, respectively.

  At current consumption levels, we believe a twenty-cent per gallon change in the price of diesel fuel would change our fuel costs by approximately $27 million per year. Offsetting these changes in fuel expense would be changes in our fuel recovery fee charged to our customers. At current participation rates, a twenty-cent per gallon change in the price of diesel fuel would change our fuel recovery fee by approximately $36 million per year.
- Landfill operating costs increased primarily due to increased leachate transportation and maintenance on our gas extraction systems due in part to increased rainfall in select geographic regions.
- Risk management expenses increased in aggregate dollars primarily due to higher premium costs.
- Other costs of operations increased due to increased occupancy and facility related expenses as well as acquisition-related growth.

Depreciation, Amortization and Depletion of Property and Equipment

The following table summarizes depreciation, amortization and depletion of property and equipment for the three months ended March 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	Three Months Ended March 31,			
	2024		2023	
Depreciation and amortization of property and equipment	$ 244.4	6.3 %	$ 215.6	6.1 %
Landfill depletion and amortization	119.8	3.1	112.7	3.1
Depreciation, amortization and depletion expense	$ 364.2	9.4 %	$ 328.3	9.2 %

Depreciation and amortization of property and equipment increased for the three months ended March 31, 2024 primarily due to assets added through acquisitions.

Landfill depletion and amortization expense increased in aggregate dollars for the three months ended March 31, 2024 due to an increase in our overall average depletion rate and increased solid waste landfill disposal volumes. These increases were partially offset by lower special waste and construction and demolition disposal volumes.

Amortization of Other Intangible Assets

Amortization of other intangible assets primarily relates to customer relationships and, to a lesser extent, non-compete agreements. Expenses for amortization of other intangible assets were $17.8 million, or 0.5% of revenue, for the three months ended March 31, 2024, compared to $15.1 million, or 0.4% of revenue, for the same respective period in 2023. Amortization expense increased due to assets added through acquisition activity.

Amortization of Other Assets

Our other assets primarily relate to the prepayment of fees and capitalized implementation costs associated with cloud-based hosting arrangements. Expenses for amortization of other assets were $17.2 million, or 0.4% of revenue, for the three months ended March 31, 2024, compared to $15.3 million, or 0.4% of revenue, for the same respective period in 2023.

Accretion Expense

Accretion expense was $26.6 million, or 0.7% of revenue, for the three months ended March 31, 2024, compared to $24.1 million, or 0.7% of revenue, for the same respective period in 2023.

Selling, General and Administrative Expenses

Selling, general and administrative expenses include salaries, health and welfare benefits, and incentive compensation for corporate and field general management, field support functions, sales force, accounting and finance, legal, management information systems, and clerical and administrative departments. Other expenses include rent and office costs, fees for professional services provided by third parties, legal settlements, marketing, investor and community relations services, directors' and officers' insurance, general employee relocation, travel, entertainment and bank charges. Restructuring charges are excluded from selling, general and administrative expenses and are discussed separately.

The following table summarizes our selling, general and administrative expenses for the three months ended March 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	Three Months Ended March 31,			
	2024		2023	
Salaries and related benefits	$ 279.6	7.2 %	$ 252.5	7.1 %
Provision for doubtful accounts	7.3	0.2	7.8	0.2
Other	127.1	3.3	111.3	3.1
Subtotal	414.0	10.7	371.6	10.4
US Ecology, Inc. acquisition integration and deal costs	—	—	7.6	0.2
Total selling, general and administrative expenses	$ 414.0	10.7 %	$ 379.2	10.6 %

These cost categories may change from time to time and may not be comparable to similarly titled categories presented by other companies. As such, you should take care when comparing our selling, general and administrative expenses by cost component to those of other companies and of ours for prior periods.

The most significant items affecting our selling, general and administrative expenses during the three months ended March 31, 2024 and 2023 are summarized below:

- Salaries and related benefits increased primarily due to higher wages and benefits resulting from annual merit increases as well as acquisition-related growth.

- Provision for doubtful accounts decreased in aggregate dollars primarily due to prioritized collection efforts. As of March 31, 2024, our days sales outstanding were 41.5, or 30.4 days net of deferred revenue, compared to 42.9, or 31.0 days net of deferred revenue, as of March 31, 2023.
- Other selling, general and administrative expenses increased for the three months ended March 31, 2024, primarily due to an increase in professional fees, meeting and travel costs and acquisition-related growth.
- We incurred various acquisition integration and deal costs in connection with the acquisition of US Ecology. During the three months ended March 31, 2023, these charges totaled $7.6 million. The 2023 costs primarily related to the integration of certain software systems as well as rebranding of the business. The acquisition closed on May 2, 2022 and our integration of the business was substantially complete as of December 31, 2023.

Restructuring Charges

For a discussion of Restructuring Charges incurred during the three months ended March 31, 2024 and 2023, see *Overview* of this *Management's Discussion and Analysis of Financial Condition and Results of Operations.*

Interest Expense

The following table provides the components of interest expense, including accretion of debt discounts and accretion of discounts primarily associated with environmental and risk insurance liabilities assumed in acquisitions, for the three months ended March 31, 2024 and 2023 (in millions of dollars):

	Three Months Ended March 31,	
	2024	2023
Interest expense on debt	$ 118.8	$ 102.8
Non-cash interest	22.0	24.7
Less: capitalized interest	(1.5)	(0.8)
Total interest expense	$ 139.3	$ 126.7

Total interest expense for the three months ended March 31, 2024 increased primarily due to the issuance of additional senior notes used to refinance amounts outstanding under our term loan and revolving lines of credit and for general corporate purposes.

For the three months ended March 31, 2024 and 2023, cash paid for interest, excluding net swap settlements for our floating-to-fixed interest rate swap, was $117.8 million and $124.0 million, respectively.

As of March 31, 2024, we had $2,385.2 million of principal floating rate debt including interest rate swap contracts. If interest rates increased or decreased by 100 basis points on our floating rate debt, annualized interest expense and net cash payments for interest would increase or decrease by approximately $20 million.

Loss on Extinguishment of Debt

During three months ended March 31, 2023 we incurred a loss on the early extinguishment of debt related to the early repayment of a portion of our Term Loan Facility. We incurred non-cash charges related to the proportional share of unamortized deferred issuance costs of $0.2 million. During the three months ended March 31, 2024, we did not incur any losses on extinguishment of debt

Income Taxes

Our effective tax rate, exclusive of non-controlling interests, for the three months ended March 31, 2024 and 2023 was 24.2% and 26.5%, respectively. Our effective tax rate for the three months ended March 31, 2024 reflected benefits from investments in renewable energy assets qualifying for tax credits under Section 48 of the Internal Revenue Code.

Net cash paid for income taxes was $7.8 million and $7.7 million for the three months ended March 31, 2024 and 2023, respectively.

For additional discussion and detail regarding our income taxes, see Note 8, *Income Taxes*, to our unaudited consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Reportable Segments

Our senior management evaluates, oversees and manages the financial performance of our operations through three field groups, referred to as Group 1, Group 2 and Group 3. Group 1 is our recycling and waste business operating primarily in geographic areas located in the western United States. Group 2 is our recycling and waste business operating primarily in geographic areas located in the southeastern and mid-western United States, the eastern seaboard of the United States, and Canada. Group 3 is our environmental solutions business operating primarily in geographic areas located across the United States and Canada. These groups are presented below as our reportable segments, which each provide integrated environmental services, including but not limited to collection, transfer, recycling and disposal.

Corporate entities and other include legal, tax, treasury, information technology, risk management, human resources, closed landfills, and other administrative functions. National Accounts revenue included in Corporate entities and other represents the portion of revenue generated from nationwide and regional contracts in markets outside our operating areas where the associated material handling is subcontracted to local operators. Consequently, substantially all of this revenue is offset with related subcontract costs, which are recorded in cost of operations. Revenue and overhead costs of Corporate entities and other are either specifically assigned or allocated on a rational and consistent basis among our reportable segments to calculate Adjusted EBITDA.

Adjusted EBITDA is the single financial measure our chief operating decision maker (CODM) uses to evaluate operating segment profitability and determine resource allocations. Summarized financial information regarding our reportable segments for the three months ended March 31, 2024 and 2023 (in millions of dollars) follows. For totals as well as further detail regarding our reportable segments and the adjustments used to calculate Adjusted EBITDA for each segment, see Note 12, *Segment Reporting*, of the notes to our unaudited consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

	Group 1	Group 2	Recycling & Waste Subtotal (1)	Group 3 (Environmental Solutions)	Corporate entities and other	Total
Three Months Ended March 31, 2024						
Gross Revenue	$ 2,018.0	$ 1,913.2	$ 3,931.2	$ 428.4	$ 79.6	$ 4,439.2
Intercompany Revenue	(300.7)	(248.4)	(549.1)	(11.4)	(17.0)	(577.5)
Revenue allocations	29.1	27.2	56.3	6.3	(62.6)	—
Net Revenue	$ 1,746.4	$ 1,692.0	$ 3,438.4	$ 423.3	$ —	$ 3,861.7
Adjusted EBITDA	$ 558.8	$ 519.0	$ 1,077.8	$ 86.7	$ —	$ 1,164.5
Capital Expenditures	$ 186.5	$ 120.7	$ 307.2	$ 34.7	$ 172.6	$ 514.5
Total Assets	13,632.1	10,929.6	$ 24,561.7	$ 4,374.8	$ 2,445.2	$ 31,381.7
Three Months Ended March 31, 2023						
Gross Revenue	$ 1,840.3	$ 1,818.3	$ 3,658.6	$ 421.2	$ 67.4	$ 4,147.2
Intercompany Revenue	(287.1)	(242.6)	(529.7)	(14.8)	(21.6)	(566.1)
Revenue allocations	22.3	21.6	43.9	1.9	(45.8)	—
Net Revenue	$ 1,575.5	$ 1,597.3	$ 3,172.8	$ 408.3	$ —	$ 3,581.1
Adjusted EBITDA	$ 489.4	$ 464.9	$ 954.3	$ 85.7	$ —	$ 1,040.0
Capital Expenditures	$ 112.5	$ 85.3	$ 197.8	$ 22.4	$ 158.4	$ 378.6
Total Assets	$ 12,357.4	$ 10,630.9	$ 22,988.3	$ 3,992.2	$ 2,100.9	$ 29,081.4

(1) The Recycling & Waste Subtotal represents the combined results of our Group 1 and Group 2 reportable segments.

Significant changes in the revenue and Adjusted EBITDA of our reportable segments comparing the three months ended March 31, 2024 and 2023 are discussed below.

Group 1

Adjusted EBITDA in Group 1 increased in aggregate dollars from $489.4 million for the three months ended March 31, 2023 to $558.8 million for the three months ended March 31, 2024.

The most significant items impacting adjusted EBITDA in Group 1 during the three months ended March 31, 2024 compared to the three months ended March 31, 2023 include:

- Net revenue for the three months ended March 31, 2024 increased 10.8% due to an increase in average yield in all lines of business and volume in our small-container collection and landfill lines of business. The increase in landfill volume was attributable to an increase in special waste, solid waste and construction and demolition volumes. Additionally, net revenue increased due the impact of the number of workdays during the three months ended March 31, 2024, as compared to the same period in 2023. These increases were partially offset by volume declines in our large-container and residential collection and transfer lines of business.
- Cost of operations increased due to an increase in labor costs and higher third party maintenance costs due to inflationary pressures. The unfavorable impact was partially offset by a decrease in fuel costs due to a decrease in average fuel price per gallon.

Group 2

Adjusted EBITDA in Group 2 increased in aggregate dollars from $464.9 million for the three months ended March 31, 2023, to $519.0 million for the three months ended March 31, 2024.

The most significant items impacting adjusted EBITDA in Group 2 during the three months ended March 31, 2024 compared to the three months ended March 31, 2023 include:

- Net revenue for the three months ended March 31, 2024 increased 5.9% due to an increase in average yield in all lines of business. These increases were partially offset by a decrease in volume in all lines of business.
- Cost of operations increased due to an increase in labor costs and higher third party maintenance costs due to inflationary pressures. The unfavorable impact was partially offset by a decrease in fuel costs due to a decrease in average fuel price per gallon.

Group 3

Adjusted EBITDA in Group 3 increased in aggregate dollars from $85.7 million for the three months ended March 31, 2023, to $86.7 million for the three months ended March 31, 2024.

The most significant items impacting adjusted EBITDA in Group 3 during the three months ended March 31, 2024 compared to the three months ended March 31, 2023 include:

- Net revenue for the three months ended March 31, 2024 increased in aggregate dollars due to acquisition-related growth partially offset by rig declines impacting upstream business, lower event volumes and remediation work, and fewer large-scale projects.
- Cost of operations decreased primarily due to a decrease in subcontract volumes.

Landfill and Environmental Matters

Available Airspace

As of March 31, 2024, we owned or operated 207 active landfills with total available disposal capacity estimated to be 5.1 billion in-place cubic yards. For these landfills, the following table reflects changes in capacity and remaining capacity, as measured in cubic yards of airspace:

	Balance as of December 31, 2023	New Expansions Undertaken	Landfills Acquired, Net of Divestitures	Permits Granted / New Sites, Net of Closures	Airspace Consumed	Changes in Engineering Estimates	Balance as of March 31, 2024
Cubic yards (in millions):							
Permitted airspace	4,821.3	—	—	7.7	(20.8)	—	4,808.2
Probable expansion airspace	282.7	3.5	—	—	—	—	286.2
Total cubic yards (in millions)	5,104.0	3.5	—	7.7	(20.8)	—	5,094.4
Number of sites:							
Permitted airspace	207	—	—	—			207
Probable expansion airspace	14	1	—	—			15

Total available disposal capacity represents the sum of estimated permitted airspace plus an estimate of probable expansion airspace. Engineers develop these estimates at least annually using information provided by annual aerial surveys. Before airspace included in an expansion area is determined to be probable expansion airspace and, therefore, included in our calculation of total available disposal capacity, it must meet all of our expansion criteria.

As of March 31, 2024, 15 of our landfills met all of our criteria for including their probable expansion airspace in their total available disposal capacity. At projected annual volumes, these 15 landfills have an estimated remaining average site life of 51 years, including probable expansion airspace. The average estimated remaining life of all of our landfills is 57 years. We have other expansion opportunities that are not included in our total available airspace because they do not meet all of our criteria for treatment as probable expansion airspace.

Remediation and Other Charges for Landfill Matters

It is reasonably possible that we will need to adjust our accrued landfill and environmental liabilities to reflect the effects of new or additional information, to the extent that such information impacts the costs, timing or duration of the required actions. Future changes in our estimates of the costs, timing or duration of the required actions could have a material adverse effect on our consolidated financial position, results of operations and cash flows.

For a description of our significant remediation matters, see Note 6, *Landfill and Environmental Costs,* of the notes to our unaudited consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Property and Equipment

The following tables reflect the activity in our property and equipment accounts for the three months ended March 31, 2024:

	Gross Property and Equipment							
	Balance as of December 31, 2023	Capital Additions	Retirements	Acquisitions, Net of Divestitures	Non-cash Additions for Asset Retirement Obligations	Adjustments for Asset Retirement Obligations	Impairments, Transfers, Foreign Currency Translation and Other Adjustments	Balance as of March 31, 2024
Land	$ 878.1	$ 11.1	$ (0.1)	$ 3.7	$ —	$ —	$ 2.3	$ 895.1
Landfill development costs	9,911.2	1.6	—	—	14.3	(1.3)	119.6	10,045.4
Vehicles and equipment	10,231.9	177.6	(58.5)	4.2	—	—	28.0	10,383.2
Buildings and improvements	1,921.9	14.2	(0.6)	12.9	—	—	16.5	1,964.9
Construction-in-progress - landfill	350.4	68.7	—	—	—	—	(119.4)	299.7
Construction-in-progress - other	553.6	21.4	—	—	—	—	(49.3)	525.7
Total	$ 23,847.1	$ 294.6	$ (59.2)	$ 20.8	$ 14.3	$ (1.3)	$ (2.3)	$ 24,114.0

	Accumulated Depreciation, Amortization and Depletion						
	Balance as of December 31, 2023	Additions Charged to Expense	Retirements	Acquisitions, Net of Divestitures	Adjustments for Asset Retirement Obligations	Impairments, Transfers, Foreign Currency Translation and Other Adjustments	Balance as of March 31, 2024
Landfill development costs	$ (5,516.2)	$ (120.0)	$ —	$ —	$ 0.2	$ 0.1	$ (5,635.9)
Vehicles and equipment	(6,147.7)	(217.6)	57.2	—	—	0.9	(6,307.2)
Buildings and improvements	(832.3)	(28.3)	0.2	—	—	—	(860.4)
Total	$ (12,496.2)	$ (365.9)	$ 57.4	$ —	$ 0.2	$ 1.0	$ (12,803.5)

Liquidity and Capital Resources

Cash and Cash Equivalents

The following is a summary of our cash and cash equivalents and restricted cash and marketable securities balances as of:

	March 31, 2024	December 31, 2023
Cash and cash equivalents	$ 91.6	$ 140.0
Restricted cash and marketable securities	143.3	163.6
Less: restricted marketable securities	(76.5)	(76.1)
Cash, cash equivalents, restricted cash and restricted cash equivalents	$ 158.4	$ 227.5

Our restricted cash and marketable securities includes amounts pledged to regulatory agencies and governmental entities as financial guarantees of our performance under certain collection, landfill and transfer station contracts and permits, and relating to our final capping, closure and post-closure obligations at our landfills as well as restricted cash and marketable securities related to our insurance obligations.

The following table summarizes our restricted cash and marketable securities:

	March 31, 2024	December 31, 2023
Capping, closure and post-closure obligations	$ 43.7	$ 43.2
Insurance	99.6	120.4
Total restricted cash and marketable securities	$ 143.3	$ 163.6

Material Cash Requirements and Intended Uses of Cash

We expect existing cash, cash equivalents, restricted cash and marketable securities, cash flows from operations and financing activities to continue to be sufficient to fund our operating activities and cash commitments for investing and financing activities for at least the next 12 months and thereafter for the foreseeable future. Our known current- and long-term uses of cash include, among other possible demands: (1) capital expenditures and leases; (2) acquisitions; (3) dividend payments; (4) repayments to service debt and other long-term obligations; (5) payments for asset retirement obligations and environmental liabilities; and (6) share repurchases.

We may choose to voluntarily retire certain portions of our outstanding debt before their maturity dates using cash from operations or additional borrowings. We may also explore opportunities in the capital markets to fund redemptions should market conditions be favorable. Early extinguishment of debt will result in an impairment charge in the period in which the debt is repaid. The loss on early extinguishment of debt relates to premiums paid to effectuate the repurchase and the relative portion of unamortized note discounts and debt issue costs.

Acquisitions

Our acquisition growth strategy focuses primarily on acquiring privately held recycling and waste companies and environmental solutions businesses that complement our existing business platform. We continue to invest in value-enhancing acquisitions in existing markets.

We expect to invest at least $500 million in acquisitions in 2024.

Summary of Cash Flow Activity

The major components of changes in cash flows are discussed in the following paragraphs. The following table summarizes our cash flow from operating activities, investing activities and financing activities for the three months ended March 31, 2024 and 2023:

	Three Months Ended March 31,	
	2024	2023
Cash Provided by Operating Activities	$ 811.5	$ 687.7
Cash Used in Investing Activities	$ (678.9)	$ (653.3)
Cash (Used in) Provided by Financing Activities	$ (201.2)	$ (42.0)

Cash Flows Provided by Operating Activities

We use cash flows from operations to fund capital expenditures and leases, acquisitions, dividend payments, share repurchases, interest payments and repayments of debt and other long-term obligations, and payments for asset retirement obligations and environmental liabilities.

The most significant items affecting the comparison of our cash flows provided by operating activities for the three months ended March 31, 2024 and 2023 are summarized below.

Changes in assets and liabilities, net of effects from business acquisitions and divestitures, decreased our cash flow from operations by $164.5 million during the three months ended March 31, 2024, compared to a decrease of $133.8 million during the same period in 2023, primarily as a result of the following:

- Our accounts receivable, exclusive of the change in allowance for doubtful accounts and customer credits, increased $1.1 million during the three months ended March 31, 2024 due to the timing of billings net of collections, compared to a $3.3 million increase in the same period in 2023. As of March 31, 2024, our days sales outstanding were 41.5, or 30.4 days net of deferred revenue, compared to 42.9, or 31.0 days net of deferred revenue, as of March 31, 2023.
- Our prepaid expenses and other assets decreased $18.1 million during the three months ended March 31, 2024, compared to an $87.2 million decrease in the same period in 2023, primarily driven by a decrease of tax receivables

due to the timing of our estimated tax payments. Cash paid for incomes taxes was $7.8 million and $7.7 million for the three months ended March 31, 2024 and 2023, respectively.

- Our accounts payable decreased $1.2 million during the three months ended March 31, 2024, compared to a $71.1 million decrease in the same period in 2023, due to the timing of payments.
- Cash paid for capping, closure and post-closure obligations was $8.9 million during the three months ended March 31, 2024, compared to $8.8 million in the same period in 2023.
- Cash paid for remediation obligations was $1.8 million lower during the three months ended March 31, 2024, compared to the same period in 2023.
- Our other liabilities decreased $161.6 million during the three months ended March 31, 2024, compared to a $126.2 million decrease in the same period in 2023, primarily due to the payment of incentive compensation accruals.

In addition, cash paid for interest, excluding net swap settlements for our floating-to-fixed interest rate swaps, was $117.8 million and $124.0 million for the three months ended March 31, 2024 and 2023, respectively.

Cash Flows Used in Investing Activities

The most significant items affecting the comparison of our cash flows used in investing activities for the three months ended March 31, 2024 and 2023 are summarized below:

- Capital expenditures during the three months ended March 31, 2024 were $514.5 million, compared with $378.6 million for the same period in 2023.
- During the three months ended March 31, 2024 and 2023, we paid $166.3 million and $290.9 million, respectively, for acquisitions and investments.

We intend to finance future capital expenditures and acquisitions through cash on hand, restricted cash held for capital expenditures, cash flows from operations, our revolving credit facilities, and tax-exempt bonds and other financings. We expect to primarily use cash and borrowings under our revolving credit facilities to pay for future acquisitions.

Cash Flows Used in Financing Activities

The most significant items affecting the comparison of our cash flows (used in) provided by financing activities for the three months ended March 31, 2024 and 2023 are summarized below:

- Net payments from notes payable and long-term debt and senior notes were $4.0 million during the three months ended March 31, 2024, compared to net proceeds of $129.6 million during the same period in 2023.
- Dividends paid were $168.3 million and $156.4 million during the three months ended March 31, 2024 and 2023, respectively.

Financial Condition

Debt Obligations

As of March 31, 2024, we had $1,431.9 million of principal debt maturing within the next 12 months, which includes certain finance lease obligations. All of our tax-exempt financings are remarketed either quarterly or semiannually by remarketing agents to effectively maintain a variable yield, with the exception of two tax-exempt financings each with an initial remarketing period of 10 years. The holders of the bonds can put them back to the remarketing agents at the end of each interest period. If the remarketing agents are unable to remarket our bonds, the remarketing agents can put the bonds to us. In the event of a failed remarketing, as of March 31, 2024, we had availability under our Credit Facility to fund these bonds until they are remarketed successfully. In the event of a failed re-borrowing under our commercial paper program, as of March 31, 2024, we had availability under our Credit Facility to fund the commercial paper program until it is re-borrowed successfully. Accordingly, we have classified these tax-exempt financings and commercial paper program borrowings as long-term in our consolidated balance sheet as of March 31, 2024.

For further discussion of the components of our overall debt, see Note 7, *Debt,* of the notes to our unaudited consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Credit Facilities

Uncommitted Credit Facility

In January 2022, we entered into a $200.0 million unsecured uncommitted revolving credit facility (the Uncommitted Credit Facility). The Uncommitted Credit Facility bears interest at an annual percentage rate to be agreed upon by both parties. Borrowings under the Uncommitted Credit Facility can be used for working capital, letters of credit, and other general corporate purposes. The agreement governing our Uncommitted Credit Facility requires us to comply with certain covenants. The Uncommitted Credit Facility may be terminated by either party at any time. As of March 31, 2024, we had $24.2 million of borrowings outstanding under our Uncommitted Credit Facility. As of December 31, 2023, we had no borrowings outstanding under our Uncommitted Credit Facility.

The Credit Facility

In August 2021, we entered into a $3.0 billion unsecured revolving credit facility (as amended, the Credit Facility). Borrowings under the Credit Facility mature in August 2026. As permitted by the Credit Facility, we have the right to request two one-year extensions of the maturity date, but none of the lenders are committed to participate in such extensions. The Credit Facility also includes a feature that allows us to increase availability, at our option, by an aggregate amount of up to $1.0 billion through increased commitments from existing lenders or the addition of new lenders. In October 2023, we completed an upsize of the Credit Facility to $3.5 billion.

In February 2023, we entered into Amendment No. 1 to the Credit Facility to add our subsidiary, USE Canada Holdings, Inc. (the Canadian Borrower), as an additional borrower under the Credit Facility, and provided that the aggregate of (i) all loans to the Canadian Borrower and (ii) all loans denominated in Canadian dollars cannot exceed $500.0 million (the Canadian Sublimit). In October 2023, we entered into Amendment No. 2 to the Credit Facility which increased the Canadian Sublimit to $1.0 billion. The Canadian Sublimit is part of, and not in addition to, the aggregate commitments under the Credit Facility.

Borrowings under the Credit Facility in United States dollars bear interest at a Base Rate, a daily floating SOFR or a term SOFR plus a current applicable margin of 0.910% based on our Debt Ratings (all as defined in the Credit Facility agreement). The Canadian dollar-denominated loans bear interest based on the Canadian Prime Rate or the Canadian Dollar Offered Rate plus a current applicable margin of 0.910% based on our Debt Ratings. As of March 31, 2024 and December 31, 2023, C$220.6 million and C$201.5 million, respectively, were outstanding against the Canadian Sublimit. The weighted average interest rate for borrowings outstanding as of March 31, 2024 was 6.225%.

The Credit Facility is subject to facility fees based on applicable rates defined in the Credit Facility agreement and the aggregate commitment, regardless of usage. The Credit Facility can be used for working capital, capital expenditures, acquisitions, letters of credit and other general corporate purposes. The Credit Facility agreement requires us to comply with financial and other covenants. We may pay dividends and repurchase common stock if we are in compliance with these covenants.

We had $162.9 million and $297.1 million of borrowings outstanding under the Credit Facility as of March 31, 2024 and December 31, 2023, respectively. We had $332.8 million and $336.5 million of letters of credit outstanding under our Credit Facility as of March 31, 2024 and December 31, 2023, respectively. We also had $508.3 million and $495.3 million of principal borrowings outstanding (net of related discount on issuance) under our commercial paper program as of March 31, 2024 and December 31, 2023, respectively. As a result, availability under our Credit Facility was $2,495.3 million and $2,371.2 million as of March 31, 2024 and December 31, 2023, respectively.

Financial and Other Covenants

The Credit Facility requires us to comply with financial and other covenants. To the extent we are not in compliance with these covenants, we cannot pay dividends or repurchase common stock. Compliance with covenants also is a condition for any incremental borrowings under the Credit Facility, and failure to meet these covenants would enable the lenders to require repayment of any outstanding loans (which would adversely affect our liquidity). The Credit Facility provides that our total debt to EBITDA ratio may not exceed 3.75 to 1.00 as of the last day of any fiscal quarter. In the case of an "elevated ratio period", which may be elected by us if one or more acquisitions during a fiscal quarter involve aggregate consideration in excess of $200.0 million (the Trigger Quarter), the total debt to EBITDA ratio may not exceed 4.25 to 1.00 during the Trigger Quarter and for the three fiscal quarters thereafter. The Credit Facility also provides that there may not be more than two elevated ratio periods during the term of the Credit Facility agreement. As of March 31, 2024, our total debt to EBITDA ratio was approximately 2.8 compared to the 3.75 maximum allowed by the covenants. As of March 31, 2024, we were in compliance with the covenants under our Credit Facility, and we expect to be in compliance throughout the remainder of 2024.

EBITDA, which is a non-U.S. GAAP measure, is calculated as defined in our Credit Facility agreement. In this context, EBITDA is used solely to provide information regarding the extent to which we are in compliance with debt covenants and is not comparable to EBITDA used by other companies or used by us for other purposes.

Failure to comply with the financial and other covenants under the Credit Facility, as well as the occurrence of certain material adverse events, would constitute defaults and would allow the lenders under the Credit Facility to accelerate the maturity of all indebtedness under the Credit Facility. This could have an adverse effect on the availability of financial assurances. In addition, maturity acceleration on the Credit Facility constitutes an event of default under our other debt and derivative instruments, including our senior notes, and, therefore, our senior notes would also be subject to acceleration of maturity. If such acceleration were to occur, we would not have sufficient liquidity available to repay the indebtedness. We would likely have to seek an amendment under the Credit Facility for relief from the financial covenant or repay the debt with proceeds from the issuance of new debt or equity, or asset sales, if necessary. We may be unable to amend the Credit Facility or raise sufficient capital to repay such obligations in the event the maturity is accelerated.

Term Loan Facility

On April 29, 2022, we entered into a $1.0 billion term loan facility (the Term Loan Facility). The Term Loan Facility will mature on April 29, 2025 and bears interest at a base rate or a forward-looking SOFR, plus an applicable margin based on our debt ratings. The weighted average interest rate for borrowings outstanding as of March 31, 2024 was 6.227%. We may prepay, without penalty, all or any part of the borrowings under the Term Loan Facility at any time.

We had $500.0 million in borrowings outstanding under the Term Loan Facility as of both March 31, 2024 and December 31, 2023.

Commercial Paper Program

In May 2022, we entered into a commercial paper program for the issuance and sale of unsecured commercial paper in an aggregate principal amount not to exceed $500.0 million outstanding at any one time (the Commercial Paper Cap). In October 2023, the Commercial Paper Cap was increased to $1.5 billion. The weighted average interest rate for borrowings outstanding as of March 31, 2024 was 5.483% with a weighted average maturity of 18 days.

We had $509.0 million and $496.0 million in aggregate principal amount of commercial paper issued and outstanding under the program as of March 31, 2024 and December 31, 2023, respectively. In the event of a failed re-borrowing, we currently have availability under our Credit Facility to fund the commercial paper program until it is re-borrowed successfully. Accordingly, we have classified these borrowings as long-term in our consolidated balance sheet as of March 31, 2024.

Senior Notes and Debentures

In March 2023, we issued $400.0 million of 4.875% senior notes due 2029 (the Existing 2029 Notes) and $800.0 million of 5.000% senior notes due 2034 (the 2034 Notes, and together, the Notes). We used the proceeds from the Notes for general corporate purposes, including the repayment of a portion of amounts outstanding under the Uncommitted Credit Facility, the Commercial Paper Program, the Credit Facility, and the Term Loan Facility. As a result of the Term Loan Facility repayment, we incurred a non-cash loss on the early extinguishment of debt related to the ratable portion of unamortized deferred issuance costs of $0.2 million.

In December 2023, we issued an additional $350.0 million of 4.875% senior notes due 2029 (the New 2029 Notes, and together with the Existing 2029 Notes, the 2029 Notes). After giving effect to the issuance of the New 2029 Notes, $750.0 million in aggregate principal amount of the 2029 Notes is outstanding. The New 2029 Notes are fungible with the Existing 2029 Notes, and taken together, the 2029 Notes are treated as a single series.

In December 2023, we also issued $650.0 million of 5.000% senior notes due 2033 (the 2033 Notes). The proceeds of the New 2029 Notes and the 2033 Notes were used for general corporate purposes, including the repayment of a portion of amounts outstanding under the Uncommitted Credit Facility, the Commercial Paper Program, the Credit Facility, and the Term Loan Facility.

Our senior notes and debentures are general unsecured and unsubordinated obligations and rank equally with our other unsecured obligations. Interest is payable semi-annually.

Derivative Instruments and Hedging Relationships

Our ability to obtain financing through the capital markets is a key component of our financial strategy. Historically, we have managed risk associated with executing this strategy, particularly as it relates to fluctuations in interest rates, by using a combination of fixed and floating rate debt. From time to time, we also have entered into interest rate swap and lock agreements to manage risk associated with interest rates, either to effectively convert specific fixed rate debt to a floating rate (fair value hedges), or to lock interest rates in anticipation of future debt issuances (cash flow hedges).

Additionally, we amended certain interest rate lock agreements, extending the mandatory maturity date and dedesignated them as cash flow hedges (the Extended Interest Rate Locks). In addition, we entered into offsetting interest rate contracts to offset future exposures to fair value fluctuations of the Extended Interest Rate Locks.

For a description of our derivative contracts and hedge accounting, see Note 7, *Debt*, to our unaudited consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Tax-Exempt Financings

As of March 31, 2024 and December 31, 2023, we had $1,379.8 million and $1,280.6 million, respectively, of certain variable rate tax-exempt financings outstanding, with maturities ranging from 2024 to 2054 and from 2024 to 2053, respectively.

Finance Leases

As of March 31, 2024 and December 31, 2023, we had finance lease liabilities of $259.0 million and $251.3 million, respectively, with maturities ranging from 2024 to 2063 for both periods.

Credit Ratings

Our continued access to the debt capital markets and to new financing facilities, as well as our borrowing costs, depend on multiple factors, including market conditions, our operating performance and maintaining strong credit ratings. As of March 31, 2024, our credit ratings were BBB+, Baa1 and A- by Standard & Poor's Ratings Services, Moody's Investors Service and Fitch Ratings, Inc, respectively. If our credit ratings were downgraded, especially any downgrade to below investment grade, our ability to access the debt markets with the same flexibility that we have experienced historically, our cost of funds and other terms for new debt issuances, could be adversely impacted.

Off-Balance Sheet Arrangements

We have no off-balance sheet debt or similar obligations, other than short-term operating leases and financial assurances, which are not classified as debt. We have no transactions or obligations with related parties that are not disclosed, consolidated into or reflected in our reported financial position or results of operations. We have not guaranteed any third-party debt.

Seasonality and Severe Weather

Our operations can be adversely affected by periods of inclement or severe weather, which could increase the volume of waste collected under our existing contracts (without corresponding compensation), delay the collection and disposal of waste, reduce the volume of waste delivered to our disposal sites, or delay the construction or expansion of our landfills and other facilities. Our operations also can be favorably affected by severe weather, which could increase the volume of waste in situations where we are able to charge for our additional services.

Contingencies

For a description of our commitments and contingencies, see Note 6, *Landfill and Environmental Costs*, Note 8, *Income Taxes,* and Note 14, *Commitments and Contingencies*, to our unaudited consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Critical Accounting Judgments and Estimates

We identified and discussed our critical accounting judgments and estimates in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. Although we believe our estimates and judgments are reasonable, they are based upon information available at the time the judgment or estimate is made. Actual results may differ significantly from estimates under different assumptions or conditions.

New Accounting Pronouncements

For a description of new accounting standards that may affect us, see Note 1, *Basis of Presentation*, to our unaudited consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Fuel Price Risk

Fuel costs represent a significant operating expense. When economically practical, we may enter into new fuel hedges, renew contracts, or engage in other strategies to mitigate market risk. As of March 31, 2024, we had no fuel hedges in place. While we charge fuel recovery fees to a majority of our customers, we are unable to charge such fees to all customers.

At current consumption levels, we believe a twenty-cent per gallon change in the price of diesel fuel would change our fuel costs by approximately $27 million per year. Offsetting these changes in fuel expense would result in changes in our fuel recovery fee charged to our customers. At current participation rates, we believe a twenty-cent per gallon change in the price of diesel fuel would change our fuel recovery fee by approximately $36 million per year.

Our operations also require the use of certain petrochemical-based products (such as liners at our landfills) the cost of which may vary with the price of petrochemicals. An increase in the price of petrochemicals could increase the cost of those products, which would increase our operating and capital costs. We also are susceptible to increases in fuel recovery fees from our vendors.

Our fuel costs were $125.6 million during the three months ended March 31, 2024, or 3.3% of revenue, compared to $144.4 million, or 4.0% of revenue, during the comparable period in 2023.

Commodities Price Risk

We market recovered materials such as old corrugated containers and old newsprint from our recycling centers. Changes in market supply and demand for recycled commodities causes volatility in commodity prices. In prior periods, we have entered into derivative instruments such as swaps and costless collars designated as cash flow hedges to manage our exposure to changes in prices of these commodities. As of March 31, 2024, we had no recycling commodity hedges in place.

At current volumes and mix of materials, we believe a $10 change in the price of recycled commodities would change both annual revenue and operating income by approximately $10 million.

Revenue from recycling processing and commodity sales during the three months ended March 31, 2024 and 2023 was $95.5 million and $70.7 million, respectively.

Interest Rate Risk

We are subject to interest rate risk on our variable rate long-term debt. Additionally, we enter into various interest rate swap agreements with the goal of reducing overall borrowing costs and increasing our floating interest rate exposure, as well as interest rate locks to manage exposure to fluctuations in anticipation of future debt issuances. Our interest rate swap and lock contracts have been authorized pursuant to our policies and procedures. We do not use financial instruments for trading purposes and are not a party to any leveraged derivatives.

As of March 31, 2024, we had $2,385.2 million of principal floating rate debt and interest rate swap contracts with a notional value of $340.0 million. If interest rates increased or decreased by 100 basis points on our floating rate debt, annualized interest expense and net cash payments for interest would increase or decrease by approximately $20 million. This analysis does not reflect the effect that interest rates would have on other items, such as new borrowings and the impact on the economy. See Note 7, *Debt,* of the notes to our unaudited consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q for further information regarding how we manage interest rate risk.

ITEM 4. CONTROLS AND PROCEDURES.

Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e), and 15d-15(e)) as of the end of the period covered by this Form 10-Q. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this Form 10-Q.

Changes in Internal Control Over Financial Reporting

Based on an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, there has been no change in our internal control over financial reporting during the period covered by this Form 10-Q identified in connection with that evaluation, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

In November 2023, we acquired all of the issued and outstanding capital stock or other ownership interests of Advanced Chemical Transport LLC. In December 2023, we acquired all of the issued and outstanding membership and other equity interests of Central Texas Refuse, LLC and an affiliate thereof. As permitted by the SEC Staff interpretive guidance for newly acquired businesses, management's assessment of our internal control over financial reporting as of March 31, 2024 did not include an assessment of internal control over financial reporting as it relates to these acquisitions. We will continue the process of implementing internal controls over financial reporting for these acquired businesses. These businesses contributed approximately 2% of revenue to our unaudited consolidated financial statements for the three months ended March 31, 2024.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

General Legal Proceedings

We are subject to extensive and evolving laws and regulations and have implemented safeguards to respond to regulatory requirements. In the normal course of our business, we become involved in legal proceedings. Some may result in fines, penalties or judgments against us, or settlements, which may impact earnings and cash flows for a particular period. Although we cannot predict the ultimate outcome of any legal matter with certainty, we do not believe the outcome of any of our pending legal proceedings will have a material adverse impact on our consolidated financial position, results of operations or cash flows.

As used in the immediately following paragraph, the term *legal proceedings* refers to litigation and similar claims against us and our subsidiaries, excluding: (1) ordinary course accidents, general commercial liability and workers' compensation claims, which are covered by insurance programs, subject to customary deductibles, and which, together with self-insured employee health care costs, are discussed in Note 5, *Other Liabilities,* to our unaudited consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q; and (2) environmental remediation liabilities, which are discussed in Note 6, *Landfill and Environmental Costs,* to our unaudited consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q.

We accrue for legal proceedings when losses become probable and reasonably estimable. We recorded an aggregate accrual of approximately $18 million relating to our outstanding legal proceedings as of March 31, 2024. As of the end of each applicable reporting period, we review each of our legal proceedings and, where it is probable that a liability has been incurred, we accrue for all probable and reasonably estimable losses. Where we are able to reasonably estimate a range of losses we may incur with respect to such a matter, we record an accrual for the amount within the range that constitutes our best estimate. If we are able to reasonably estimate a range but no amount within the range appears to be a better estimate than any other, we use the amount that is the low end of such range. If we had used the high ends of such ranges, our aggregate potential liability would be approximately $13 million higher than the amount recorded as of March 31, 2024.

Legal Proceedings over Certain Environmental Matters Involving Governmental Authorities with Possible Sanctions of $1,000,000 or More

Item 103 of the SEC's Regulation S-K requires disclosure of certain environmental matters when a governmental authority is a party to the proceedings and the proceedings involve potential monetary sanctions unless we reasonably believe the monetary sanctions will not equal or exceed a threshold which we determine is reasonably designed to result in disclosure of any such proceeding that is material to our business or financial condition. We have determined such disclosure threshold to be $1,000,000. We have no matters to disclose in accordance with that requirement.

ITEM 1A. RISK FACTORS.

There have been no material changes to the risk factors disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the three months ended March 31, 2024.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Issuer Purchases of Equity Securities

The following table provides information relating to our purchases of shares of our common stock during the three months ended March 31, 2024:

	Total Number of Shares Purchased (a)	Average Price Paid per Share (a) (d)	Total Number of Shares Purchased as Part of Publicly Announced Program (b)	Dollar Value of Shares that May Yet Be Purchased Under the Program (c)(d)
January 1 - 31	—	$ —	—	$ 3,000,000,000
February 1 - 29	—	$ —	—	$ 3,000,000,000
March 1 - 31	—	$ —	—	$ 3,000,000,000
	—		—	

(a) In October 2023, our Board of Directors approved a $3.0 billion share repurchase authorization effective January 1, 2024 and extending through December 31, 2026. Share repurchases under the program may be made through open market purchases or privately negotiated transactions in accordance with applicable federal securities laws. While the Board of Directors has approved the program, the timing of any purchases, the prices and the number of shares of common stock to be purchased will be determined by our management, at its discretion, and will depend upon market conditions and other factors. The share repurchase program may be extended, suspended or discontinued at any time. As of March 31, 2024, there were no repurchased shares pending settlement.

(b) The total number of shares purchased as part of the publicly announced program were all purchased pursuant to the October 2023 authorization.

(c) Shares that may be purchased under the program exclude shares of common stock that may be surrendered to satisfy statutory minimum tax withholding obligations in connection with the vesting of restricted stock units and performance stock units issued to employees.

(d) Excludes a 1% excise tax imposed by the Inflation Reduction Act.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

ITEM 4. MINE SAFETY DISCLOSURES.

None.

ITEM 5. OTHER INFORMATION.

During the quarter ended March 31, 2024, no director or officer adopted or terminated any contract, instrument or written plan for the purchase or sale of Republic securities intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act or any non-Rule 10b5-1 trading arrangement as defined in Item 408(c) of Regulation S-K.

ITEM 6. EXHIBITS

Exhibit Number	Description of Exhibit
10.1+*	Offer Letter, dated August 18, 2023, by and between Gregg Brummer and Republic Services, Inc.
10.2+*	Non-Competition, Non-Solicitation, Confidentiality and Arbitration Agreement, effective February 13, 2024, by and between Gregg Brummer and Republic Services, Inc.
21.1*	Subsidiaries of the Company.
31.1*	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer.
31.2*	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer.
32.1**	Section 1350 Certification of Chief Executive Officer.
32.2**	Section 1350 Certification of Chief Financial Officer.
101.INS*	XBRL Instance Document. - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Labels Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.

** This exhibit is being furnished rather than filed, and shall not be deemed incorporated by reference into any filing, in accordance with Item 601 of Regulation S-K.

\+ Indicates a management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant, Republic Services, Inc., has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

REPUBLIC SERVICES, INC.

Date:	April 30, 2024	By:	/s/ BRIAN DELGHIACCIO
			Brian DelGhiaccio
			Executive Vice President, Chief Financial Officer (Principal Financial Officer)
Date:	April 30, 2024	By:	/s/ ELYSE M. CARLSEN
			Elyse M. Carlsen
			Vice President and Chief Accounting Officer (Principal Accounting Officer)

EXHIBIT 10.1

August 18, 2023

Gregg Brummer

Dear Gregg,

Congratulations! I am very pleased to promote you to the position of Executive Vice President, Chief Operating Officer with Republic Services, Inc. ("Company" or "Republic"), reporting directly to me, or other individuals as the Company may direct. If you accept this offer, your promotion will be effective August 18, 2023 ("Effective Date"), or as mutually agreed.

This letter sets forth the terms and conditions of our offer and highlights the basic components of your compensation. It is not intended to be a comprehensive description of all benefits available to you or to provide the details of the plans that govern the administration of compensation, equity, and benefits, as our offerings change periodically.

You will be eligible for the following:

Base Salary: Your Base Salary will be $630,000 annually, subject to applicable deductions and withholdings.

Annual Cash Incentive: You will continue to be eligible to participate in the Company's Executive Incentive Plan ("EIP") or any successor or similar plan maintained by the Company for the benefit of similarly-situated employees, subject to the terms and conditions of such plans and at the discretion of and subject to approval by the Talent & Compensation Committee (the "Committee") of the Company's Board of Directors. It is anticipated that the Committee will approve, under the annual award provisions of the current EIP, a target annual cash incentive award for you equal to 85% of your base salary, but this target award is subject to change at the discretion of the Company. The calculation of your 2023 annual incentive will be prorated based on your base salary and target percentage as in effect prior to and after the Effective Date. Thereafter, the Committee will determine and approve your future annual award incentives as a component of your overall compensation.

Equity-Based Awards: You will continue to be eligible to participate in the Company's 2021 Stock Incentive Plan ("Stock Plan"), or any successor or similar plan maintained by the Company for the benefit of similarly-situated employees, subject to the terms and conditions of such plans and the applicable award agreements. All awards under the Stock Plan are at the discretion of and subject to approval by the Committee or any authorized designee of the Committee.

It is anticipated that the Committee will approve a Restricted Stock Unit award with a grant date fair value of $300,000. The Restricted Stock Unit award vests in 25% increments on each anniversary of the grant date beginning on the first anniversary of the grant date, contingent upon your continued employment.

Thereafter, the Committee will determine and approve your future long-term award incentives as a component of your overall compensation.

Stock Ownership Guidelines: As Executive Vice President, Chief Operating Officer, you are expected to obtain within five years and thereafter maintain ownership of Republic common stock having the minimum value equal to three (3) times Base Salary or such other amount as set from time to time by the Company. As a newly-promoted employee, you will have five years from the Effective Date to reach this level of stock ownership.

Deferred Compensation Plan: As an Executive Vice President, you will continue to be eligible to participate in Republic's Deferred Compensation Plan ("DCP"), including eligibility to receive discretionary contributions that may be made at the discretion of the Committee. For 2024, it is anticipated that the Committee will approve a discretionary contribution to the DCP on your behalf in the amount of $65,000. The contributions are subject to all vesting and other provisions of the DCP.

Paid Time Off: Paid Time Off will continue to be accrued and used in accordance with the PTO policy applicable to similarly-situated employees. You will not be entitled to a payout of accrued but unused PTO when your employment ends for any reason (unless required by law).

Benefits: You will continue to be eligible to participate in all other benefit plans that the Company makes available to similarly-situated employees, including the Company's 401(k) plan, medical, dental, vision, life insurance, short- and long-term disability plans.

Executive Separation Policy: Should your employment with the Company terminate at any time in the future while you are employed in the position of Executive Vice President, Chief Operating Officer, your eligibility for separation benefits will be governed by the Company's then applicable Executive Separation Policy. A copy of the current Executive Separation Policy is enclosed.

Other Terms and Conditions

As a condition of your ongoing employment, you are required to sign a new Non-Competition, Non-Solicitation, Confidentiality, and Arbitration Agreement, which is enclosed with this offer.

While we hope that you will continue to have a long, successful, and rewarding career with Republic, this offer is for "at will" employment, and either you or the Company may terminate your employment at any time and for any reason.

We are excited to promote you into this key role and I look forward to continuing to work with you. As always, please contact me if you have questions.

Sincerely,

/s/ JON VANDER ARK
____

Jon Vander Ark
President and Chief Executive Officer

/s/ GREGG BRUMMER
______________________ ______________

Gregg Brummer Date

EXHIBIT 10.2

NON-COMPETITION, NON-SOLICITATION, CONFIDENTIALITY, AND ARBITRATION AGREEMENT

Republic Services, Inc. ("Company"), for the benefit of the Company and its Affiliates (defined below), and Gregg Brummer, Employee ID No. 719057322 ("Executive") enter into this Non-Competition, Non-Solicitation, Confidentiality, and Arbitration Agreement ("Agreement"), effective February 13, 2024 ("Effective Date"). The Company and Executive are collectively referred to as the "Parties" in this Agreement. The use of the term "Executive" herein is a general reference only and shall not be construed to provide Executive any rights or status as an employee that the individual would not otherwise have absent this Agreement. The Parties agree as follows:

1. **Position of Trust and Confidence.** In reliance upon Executive's promises in this Agreement, the Company agrees that Executive shall be provided employment with the Company in a position of special trust and confidence that involves access to the Company's Confidential Information (defined below) and relationships that would give Executive an unfair competitive advantage if it were not for Executive's agreement to comply with the terms of this Agreement. Executive accepts all of the terms and conditions contained in this Agreement in exchange for the Company's agreement to provide Executive with: the above-described employment, access to the Company's Confidential Information, eligibility to participate in the Company's Executive Separation Policy (or any successor or similar policy maintained by the Company for the benefit of similarly situated employees), and/or the Company's remaining covenants in this Agreement. Executive stipulates that each of the foregoing items is independently sufficient consideration to support this Agreement standing alone.

2. **General Duties.** Executive acknowledges that, due to the nature of Executive's job responsibilities, Executive will be entrusted with significant responsibility for managing, using and otherwise handling Confidential Information and with significant responsibility for managing aspects of the business of the Company and its Affiliates. Accordingly, Executive owes a fiduciary duty of loyalty, fidelity and allegiance to always act in the best interests of the Company and its Affiliates, and to refrain from doing or saying anything to a third party or subordinate that Executive knows, or through the exercise of reasonable care should know, would cause injury to the Company or its Affiliates; provided, however, that the foregoing does not prohibit any conduct that is protected under Section 17 (Protected Conduct). As used in this Agreement, the property and interests of the Company referred to in this Agreement are understood to include the property and interests of the Company's Affiliates that Executive has involvement with or access to Confidential Information about, in all possible respects (such as, but not limited to, the Affiliates' Confidential Information, Intellectual Property, customer relationships, employee relationships, and Facilities), irrespective of whether the Affiliates are expressly referred to in the definition, restriction or other provision at issue.

3. **Confidentiality, Intellectual Property Assignment, and Company Property Obligations.**

3.1 For purposes of this Agreement, "Confidential Information" means information and compilations of information, in any form (tangible or intangible), related to the Company or an Affiliate that Executive acquires or gains access to as a result of Executive's employment, if: (a) the Company has not authorized public disclosure of the item, and (b) it is not readily available through proper means to the public or others who are not obligated to keep it confidential and may lawfully use it to the Company's disadvantage; provided, however, that items of information acquired by Executive prior to and separate from Executive's association with the Company are not included. The Company's Confidential Information includes, but is not limited to, non-public records and information maintained internally by the Company or its Affiliates of the following nature: customer lists and private agreements; customer service information; names of customer contacts and the identities of decision-makers; lists, names, analysis and other identifying information regarding specific customer prospects and opportunities; marketing plans and techniques; market planning; development plans; formulas; price data; cost data; price and fee amounts; pricing and billing policies; quoting procedures; forecasts, forecast assumptions and volumes; information regarding the Company's actual or potential customers, suppliers or other vendors; information about the Company's routes, territories or target markets; the Company's internal financial information, including purchasing, internal cost information, information regarding revenue and growth, and information about the profitability of particular operations; internal sales, service and operational manuals, policies and procedures; information regarding the manner and methods of conducting the Company's business; information about the Company's future plans, potential acquisition, divestiture and other strategies; information about the Company's landfill development plans, landfill capacities, special projects and the status of any permitting process or investigation; information the Company is obligated to keep as confidential; and information that would qualify as a trade secret. Private disclosure of Confidential Information to another party by the Company or its Affiliates for business purposes will not cause it to lose its protected status under this Agreement, and Confidential Information in the form of a confidential compilation created or customized by the Company or its Affiliates will remain protected because of the compilation's unique and special value as a compilation even though individual items of information in it may not otherwise qualify as confidential.

3.2 As a direct consequence of Executive's access to Confidential Information, Executive agrees to the following restrictions and further agrees that such restrictions are reasonable:

(a) For the period of time that the information qualifies as Confidential Information under this Agreement, Executive will take reasonable measures to preserve the confidentiality of the information and comply with Company policies regarding confidentiality, and shall not engage in any use, copying, transfer, sale or disclosure of Confidential Information that is not authorized as part of Executive's job duties for the Company, without first obtaining the written consent of a duly authorized officer of the Company. The purpose of the foregoing restriction is the protection of the Company's Confidential Information, and it shall not be construed or applied broadly as a general restraint of trade or covenant not to compete. The foregoing supplements, and shall not be construed to reduce or eliminate, any rights and remedies the Company would have absent this Agreement with respect to the protection of its trade secrets under applicable law.

(b) During Executive's employment with the Company, Executive agrees not to use or disclose any previously obtained trade secret, proprietary or confidential information that Executive received from a prior employer or another third party, if Executive has any such information.

(c) If Executive is served with a subpoena, court order, or similar legal document requiring the disclosure of Confidential Information, Executive will provide the Company as much notice as is possible (presumably seven (7) business days or more) through written notification to the Chief Legal Officer, Republic Services Legal Department, at the then-current Corporate address, so that the Company may take permissible steps to protect the Confidential Information. This notice must be provided unless such notice is prohibited by law or court order; provided, however, that nothing herein prohibits conduct that is protected under Section 17 (Protected Conduct).

3.3 Executive will provide the Company with prompt written notice of Intellectual Property conceived, created or developed during employment with the Company. "Intellectual Property" refers to any and all inventions, patents, business methods or processes, designs, discoveries, innovations, ideas, know-how, improvements, trademarks, works of authorship, source code, computer programs, mask works, domain names, writings, drawings, and designs, and all other forms of intellectual property (or proprietary works) that can be owned or subject to legal control, whether subject to copyright registration or not, whether patentable or not, whether reduced to tangible form or not, and whether made by Executive alone or jointly with others. Executive agrees to and does hereby fully and finally grant and assign to the Company (or its designee) all of Executive's rights, title and interest, present and future, in and to Intellectual Property conceived, created, discovered, or developed by Executive during employment or any other relationship (e.g., independent contractor or otherwise) with the Company or its Affiliates, whether conceived, created, discovered, developed or improved upon, alone or with others, during regular working hours or outside of them. However, nothing in this Agreement shall create or require the assignment of an invention for which no equipment, supplies, facility or trade secret information of the Company or its Affiliates were used and which was developed entirely on Executive's own time, unless: (a) the invention relates directly to the business of the Company or its Affiliates or to either of their actual or demonstrably anticipated research or development; or (b) the invention results from any work performed by Executive for the Company or its Affiliates. All of Executive's work product related to the Company's business shall to the fullest extent permitted by law be considered the property of the Company as "works made for hire" under the U.S. Copyright Act and comparable laws of other countries, and nothing herein shall be construed to limit or diminish any rights or interests the Company would have in such works made for hire absent this

Agreement. Nothing in this Agreement shall be construed to grant Executive any rights in or to the Intellectual Property of the Company or an Affiliate. Executive will keep and maintain adequate and current written records of all Intellectual Property developed by Executive (solely or jointly with others) during Executive's employment with the Company. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, and any other format. The records will be available to and remain the sole property of the Company at all times. Executive agrees not to remove such records from the Company except as expressly permitted by Company policy which may, from time to time, be revised at the sole discretion of the Company. Any Intellectual Property related to the Company's business (existing or under demonstrably anticipated research or development) that Executive claims to retain rights in because it was conceived, created or discovered prior to employment with the Company ("Prior Works") have been identified below, and if there are no such Prior Works identified it is because Executive agrees there are none.

Intellectual Property related to the Company's business (existing or under demonstrably anticipated research or development) that Executive claims to retain rights in because it was conceived, created or discovered by Executive prior to employment with the Company ("**Prior Works**") is listed below. ***Leave the section below blank if no Prior Works are claimed***.

Prior Works list:

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____
____
____

If additional pages are needed, attach them and identify the number of pages attached here: ________.

3.4 Executive agrees to handle all the Company's property in accordance with Company policy. Executive's authorization to access the Company's computer systems is limited and use of such systems to compete or prepare to compete is unauthorized access that is strictly prohibited. All documents and records received or created by Executive in the course of employment related to the Company's business are the property of the Company. When Executive's employment with the Company ends, or at the earlier request of the Company, Executive agrees to immediately return to the Company all Company property in Executive's possession, custody or control, including anything containing Confidential Information, such as: documents, emails, contact lists, papers, files, records, reports, binders, notebooks, books, notes, calendars, plans, drawings, maps, specifications, blueprints, studies, photographs, video recordings, audio recordings, computers, tablets, smartphones, mobile telephones, drives, discs, and any other devices used to store electronic data whether made by Executive or which came into Executive's possession concerning the business or affairs of the Company, including any and all electronic copies and/or hard-copies. Nothing herein prohibits Executive's retention of paystubs and other records provided to Executive by the Company regarding his or her compensation and benefits. Upon the Company's request, Executive agrees to immediately provide the Company with a written affidavit confirming that Executive has returned all Company property (including Confidential Information); provide all passcodes and passwords for Company devices or accounts used by Executive; provide for inspection any electronic storage devices Executive used to conduct business for the Company; and cooperate in providing the Company a means through which it can promptly and independently verify (including by forensic analysis, if necessary) that all Company property has been removed from electronic storage devices, cloud-based storage, and accounts in Executive's possession or control. If Executive stored Company information in any third-party cloud, email or internet service provider, Executive consents to the provider's disclosure of such information to the Company.

4. **Non-Competition and Non-Solicitation Obligations.** Executive agrees that the restrictions provided for in this Section 4 are reasonable and necessary for the protection of the Company's trade secrets and other protectable interests, and that Executive's obligations in Sections 1 – 3 are inadequate by themselves to protect the Company's interests and prevent irreparable harm. The obligations created by this Section of the Agreement shall be referred to as the "Protective Covenants."

4.1 *Definitions*.

(a) “Competitor” means any person or entity, whether public or private and whether operating alone or as part of a larger organization, that: (i) is doing business in one or more cities or counties (or county-equivalents) where the Company or its Affiliates do business; and (ii) engages in a business, or is actively planning to engage in a business, that involves products or services that compete with any products or services of the Company or its Affiliates, existing or under demonstrable development during the Look-Back Period, and which remain a part of the Company’s or its Affiliate’s business (existing or under development) at the relevant time of enforcement. For purposes of the foregoing, the covered products and services are understood to include, at the time this contract is made, the following: collection, hauling, transfer, processing, disposal and/or recycling of refuse (hazardous or non-hazardous), environmental solutions and/or services, and any other services or products offered, conducted, authorized or provided by the Company or its Affiliates during the last two years of Executive’s employment. The Parties acknowledge that the foregoing list is illustrative only. Executive understands and accepts that the list may be expanded upon or reduced depending upon future developments in the Company’s or its Affiliate’s business, and Executive acknowledges that his or her employment with the Company will provide adequate notice of changes in the list of Company and Affiliate products and services applicable to him or her.

(b) “Conflicting Services” refers to offering, providing, selling, managing or supervising services or activities on behalf of a Competitor that: (i) are the same as, or are substantially similar in function or purpose to those Executive offered, performed, supervised or managed for the Company or its Affiliates during the Look-Back Period; (ii) relate to products or services of a Competitor that compete with those products or services of the Company or its Affiliates (existing or under development) that Executive had involvement with or was provided Confidential Information about during the Look-Back Period; (iii) involve pursuing business with or accepting business from a customer of the Company or its Affiliate on behalf of a Competitor and to the detriment of the Company or its Affiliate; or (iv) otherwise involve the likely use or disclosure of Confidential Information by Executive. The foregoing applies to the intentional actions of Executive, whether done directly or through direction or control of others; in person or through telephonic, electronic, or other means of communication; or as a principal, owner, director, officer, agent, employee, partner, member, contractor or consultant.

(c) “Covered Customer” is a customer of the Company or its Affiliates that Executive had material contact or dealings with on behalf of the Company or its Affiliates during the Look-Back Period.

A “customer of the Company” will be presumed to include any person or entity who is: (i) a purchaser of the Company’s or its Affiliate’s goods or services in the Look-Back Period with whom the Company or its Affiliates has a reasonable expectation of continued business activity; (ii) an active prospective purchaser of the Company’s or its Affiliate’s goods or services with whom the Company or its Affiliates has an ongoing business relationship or reasonable expectation of doing business based on communications with the person or entity during the Look-Back Period; or (iii) a buyer, broker, or comparable representative of a purchaser or prospective purchaser that qualifies as a customer under (i) or (ii) above.

“Material contact or dealings” will be presumed to exist with the customer of the Company if, during the Look-Back Period, the Executive: (i) had contact or dealings with the customer on behalf of the Company or its Affiliates; (ii) supervised or coordinated other Company or Affiliate employees in their dealings with the customer on behalf of the Company or its Affiliate; (iii) was provided Confidential Information related to the customer; or (iv) received credit or compensation (such as bonus, commission, or earnings) from the Company for business conducted with the customer.

(d) “Covered Employee or Individual” shall mean, for purposes of this Agreement only, an individual that Executive works with or gains knowledge of as a result of Executive’s employment with the Company, provided such individual is either an: (i) employee of the Company or an Affiliate; or (ii) individual providing his or her personal services to the Company or an Affiliate in an individual capacity as an independent contractor.

(e) “Facility” means the physical location of: (i) an office, workplace or other location where the Company or its Affiliates conduct business; (ii) a hauling/collection operation; or (iii) a post-collection operation (including, but not limited to, landfills, transfer stations, material recovery facilities, recycling facilities and compost facilities), owned, leased or operated at the relevant time of enforcement by the Company or its Affiliates; provided, however, that it was a facility owned, leased, operated, planned, or under development by the Company or its Affiliates, or is in a geographic area that Executive had access to Confidential Information about, during the Look-Back Period.

(f) "Look-Back Period" means the last two (2) years of Executive's employment with the Company, or whatever lesser period of time Executive has been employed at the Company if not employed for two (2) years or more, including any period of employment with a predecessor or Affiliate of the Company; or, if the foregoing is not enforceable, then such lesser period as the applicable court or arbitrator deems enforceable to protect the Company's legitimate business interests.

(g) "Restricted Area" means the geographic areas (by state, province, county, parish, or other means of identification used in the ordinary course of the Company's business) that involve a protectable interest on behalf of the Company or its Affiliate that is related to Executive. Due to the nature of Executive's position and the extensive Confidential Information Executive will have access to regarding the operations of the Company and its Affiliates everywhere the Company does business or has plans to do business, it shall be presumed that the Restricted Area includes all states, provinces, counties, parishes and other geographic areas where the Company or its Affiliates do business and were doing business (or had demonstrable plans to do business) in the United States and Canada during the Look Back Period so long as the Company continues to do business (or has demonstrable plans to do business) in such area during the Restricted Period. If, and only if, the foregoing is deemed unenforceable by a court or arbitrator, then (for purposes of that court or arbitrator's jurisdiction only) the "Restricted Area" shall mean: the geographic areas that fall within a 50-mile radius of each Company or Affiliate Facility; or, if not enforceable, then such lesser area within the foregoing geography as the applicable court or arbitrator deems reasonable and enforceable under the circumstances. Executive stipulates that he or she will be exposed to Confidential Information and trade secrets related to all of the Company's or its Affiliates' Facilities as a result of Executive's high-level position with the Company which makes the foregoing area reasonable.

(h) "Restricted Period" means the period during Executive's employment with the Company and a period of twenty-four (24) months after Executive's employment with the Company ends; or, if the foregoing is not enforceable, then such lesser period as the applicable court or arbitrator deems enforceable to protect the Company's legitimate business interests.

(i) "Solicit" or "Soliciting" means to engage in acts or communications that are intended to, or can reasonably be expected to, induce or encourage a particular responsive action (such as buying a good or service or terminating a relationship), regardless of which party first initiates contact.

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4.2 *Prohibition Against Competition*.

During the Restricted Period, Executive will not compete with the Company by providing Conflicting Services to a Competitor within the Restricted Area. This obligation shall be referred to as the "Noncompete."

4.3 *Prohibition Against Solicitation of Customers*.

During the Restricted Period, Executive will not, directly or through the direction or supervision of others: (i) Solicit or assist in Soliciting a Covered Customer on behalf of, or for the benefit of a Competitor; or (ii) otherwise knowingly encourage or cause (in whole or in part) a Covered Customer to stop or reduce business conducted with the Company or its Affiliates (except where such activity is authorized by the Company in the ordinary course of Executive's employment with the Company and undertaken for the benefit of the Company or its Affiliate). If, and only if, required for enforcement under applicable law, the restriction in this paragraph shall be limited to business activities in or related to the Restricted Area. This obligation shall be referred to as the "Customer Nonsolicit."

4.4 *Prohibition Against Solicitation of Employees and Individuals.*

During the Restricted Period, Executive will not Solicit a Covered Employee or Individual: (a) to go to work for a Competitor; or (b) to end his or her relationship with the Company or its Affiliate unless such activity is authorized and undertaken in the ordinary course of Executive's employment for the benefit of the Company or its Affiliate. This obligation shall be referred to as the "Employee Nonsolicit."

5. **Obligation to Avoid Conflicts of Interest.** During Executive's employment with the Company, Executive agrees: (a) not to compete with the Company; (b) to notify the Company in writing of any business opportunities related to the business of the Company that are not already regularly identified in the ordinary course of Executive's duties for the Company; and (c) to abide by the Company's Conflicts of Interests policy, which includes not becoming involved, directly or indirectly, in a situation that a reasonable person would recognize to be a conflict of interest with the Company. If Executive discovers, or is informed by the Company, that Executive has become involved in a situation that is an actual conflict, likely conflict, or appears to be a conflict of interest, Executive will take immediate action to eliminate the conflict, including providing full and immediate disclosure to the Company in writing and complying with the Conflicts of Interests Policy. The Company's determination as to whether a conflict of interest exists will be conclusive.

6. **Notice to New Employers.** During the Restricted Period: (a) Executive agrees to provide a copy of this Agreement to any person or entity that proposes to employ or utilize the services of Executive (as an employee, consultant, independent contractor or otherwise) before accepting the proposed employment or work; and (b) if Executive accepts an offer of employment with any Competitor, Executive agrees to provide Company with notice of Executive's acceptance before beginning active employment or work with the Competitor or within seven (7) days after Executive accepts the offer of employment, whichever is sooner. Executive agrees that the Company may notify third parties (such as a prospective employer of Executive) of this Agreement and provide an opinion regarding its application and enforcement without such action being the basis of any legal claim or complaint by Executive.

7. **Severability**. Each of Executive's obligations under this Agreement shall be construed as a separate and severable obligation except where this Agreement provides otherwise by expressly designating a provision as non-severable. If a court or arbitrator determines that a restriction in this Agreement cannot be enforced as written due to an overbroad characteristic (such as time, geography, or scope of activity covered), the Parties agree that the court or arbitrator shall nonetheless engage in partial enforcement of the restriction and/or reform any overbroad part of the restriction so that it may be enforced to the greatest extent legally enforceable. Executive must present clear and convincing evidence to overcome a presumption provided for in this Agreement. And, if a presumption used in this Agreement would make a restriction against Executive unenforceable, then it will be severed from the Agreement and shall not apply. If, despite the foregoing, any provision contained in this Agreement is determined to be void or unenforceable, in whole or in part, then the offending provision shall be stricken from this Agreement and other provisions of this Agreement will remain in full force and effect.

8. **Affiliates & Beneficiaries.** As used herein, an "Affiliate" is any legal entity that, directly or indirectly, through one or more intermediaries, is owned or controlled by, or is under the common ownership and/or control of Republic Services, Inc., including but not limited to the Company's subsidiaries and successors (if applicable). As used herein, references to Executive's employment with the Company shall be understood to include any employment with an Affiliate that may occur. The Parties expect that some or all of the duties or responsibilities of the Company under this Agreement may be satisfied by an Affiliate. Accordingly, Executive acknowledges that the discharge of any duty or responsibility of the Company under this Agreement by one or more of its Affiliates discharges the Company's duty or responsibility in that regard. Executive's obligations under this Agreement will be owed to, and fully enforceable by the Company and any Affiliate with a material interest warranting protection.

9. **Injunctive Relief.** If Executive violates or threatens to violate any of the restrictions placed on Executive by this Agreement, the Company shall be entitled to specific performance and temporary and permanent injunctive relief to enforce this Agreement in addition to any and all other legal and equitable relief available to the Company under applicable law. The Parties agree that the foregoing injunctive relief to enforce this Agreement is a reasonable and necessary remedy to prevent the irreparable harm that would result from Executive's failure to comply with the restrictions in this Agreement.

10. **Survival.** The restrictions applicable to Executive under this Agreement and the agreement to arbitrate in Section 19 below shall survive the termination of Executive's employment in accordance with their terms, and shall remain in effect despite any change in position, title, duties, compensation, or other terms and conditions of Executive's employment. The existence of a claim by Executive against the Company, whether predicated on this Agreement or otherwise, shall not relieve Executive of his or her obligations under this Agreement or make them unenforceable.

11. **Tolling.** If a post-employment restriction with a time limit in this Agreement is violated by Executive, the time period applicable to the violated restriction will be extended by one day for each day Executive remains in violation of the restriction. This paragraph providing for an extension of post-employment time limits shall be referred to as the "Tolling Clause."

12. **Successors and Assigns.** This Agreement shall automatically inure to the benefit of the Company's successors and assigns and may be enforced by the same without the need for any further agreement by Executive. Executive expressly consents to the assignment of this Agreement by the Company as part of any sale, merger, or other transaction related to the assets of the Company at the Company's discretion. Executive's rights and obligations under this Agreement are personal to Executive and may not be assigned by Executive.

13. **Waiver.** The waiver by any party of a breach of any provision of this Agreement will neither operate nor be construed as a waiver of any subsequent breach. The Company's decision not to pursue a breach of this Agreement by Executive (or the breach of any other Agreement by any other party), shall not relieve Executive of his or her obligations under this Agreement or create a waiver of the Company's rights as to Executive or any other party. In order for a waiver to be effective against the Company, it must be in writing and signed by a duly authorized officer of the Company.

14. **Attorneys' Fees and Costs.** The Parties agree that, if Executive breaches or threatens to breach any term of this Agreement, the Company will be entitled to recover the attorneys' fees, costs and expenses incurred in enforcing this Agreement if it is the prevailing party. The Company shall be deemed the "prevailing party" if it secures any relief enforcing the Agreement irrespective of whether some of the relief requested is also denied.

15. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona; provided, however, that any agreement between the Parties to arbitrate claims shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Additionally, the Parties agree that the courts situated in Maricopa County, Arizona will have personal jurisdiction over them to hear all disputes arising under or related to this Agreement that are not otherwise subject to arbitration and that venue for any court proceeding arising from or related to this Agreement will be proper only in Maricopa County, Arizona.

16. **Entire Agreement, No Oral Amendments.** Except as otherwise provided for in this Agreement, the terms contained in this document are the entire agreement between the Parties regarding the matters covered in it. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the Party against which enforcement is sought; provided, however, that the Company will have the right, through a written notice to Executive, to rescind (in whole or in part), or to reduce the boundaries of, any restriction applicable to Executive under this Agreement at its discretion at any time without the need for any further consent or agreement of Executive. The Parties are not relying upon any representations, understandings or agreements outside of this Agreement in making the decision to enter into it. This Agreement supersedes prior agreements between the Parties regarding the subject matter covered in it, and shall be considered the controlling agreement with respect to all such matters; provided, however, that this Agreement shall be interpreted to supplement and not replace or eliminate any restrictions placed on Executive as a condition of the receipt of benefits under a deferred or long term incentive compensation plan, equity participation plan, stock or stock option award agreements, or intellectual property transfer agreements, to the extent they apply.

17. **Protected Conduct**. Executive understands that nothing contained in this Agreement limits Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, Occupational Safety and Health Administration, or any other federal, state, or local governmental regulatory or law enforcement agency ("Government Agencies"); limits or affects Executive's right to disclose or discuss an event Executive believes is a violation of law, discrimination, harassment (including but not limited to sexual harassment or sexual assault) or retaliation; prohibits Executive from sharing any such information with Executive's personal legal counsel; or prohibits Executive from providing truthful testimony in a legal, administrative, or arbitral proceeding. Executive further understands that nothing in this Agreement limits Executive's ability to communicate with any Government Agencies or otherwise participate in or fully cooperate with any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to or approval from the Company. This Agreement also does not limit Executive's right to receive an award for information provided to any Government Agencies. Executive is hereby provided notice that pursuant to the 2016 Defend Trade Secrets Act (DTSA): (a) no individual (consultant, contractor or employee) will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (b) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

18. **At-Will Status**. Unless Executive has a written employment agreement signed by a duly authorized officer of the Company that clearly and unequivocally provides otherwise, Executive's employment with the Company is at-will, meaning that either the Company or Executive may terminate the employment relationship at any time, with or without cause or notice. Nothing in this Agreement shall be construed to create a contract of employment for a fixed or guaranteed term or to eliminate or create a limitation on any right that either one of the Parties would have to terminate the employment relationship between them absent this Agreement.

19. **Arbitration Agreement.**

THE PURPOSE OF THE PARTIES IN THIS SECTION 19 (ARBITRATION AGREEMENT) IS TO ENSURE, TO THE FULLEST EXTENT ALLOWED BY LAW, THAT THE FINAL RESOLUTION OF ALL DISPUTES COVERED BY THIS AGREEMENT ARE DECIDED BY A SINGLE ARBITRATOR ("ARBITRATOR") THROUGH INDIVIDUAL, FINAL AND BINDING ARBITRATION AND NOT BY WAY OF COURT OR JURY TRIAL.

If Executive has executed a separate Mutual Arbitration Agreement (a "MAA") that creates an obligation to arbitrate claims between Executive and the Company then the terms of the separate MAA shall control as to all matters related to the arbitration obligations of the Company and Executive, including but not limited to any disputes related to this Agreement. If Executive has not executed a separate MAA, then the following Arbitration Agreement ("Arbitration Agreement") applies:

19.1 For purposes of this Arbitration Agreement, any reference to the Company is intended to be broadly defined to include the entity or entities that Executive has applied for employment with and/or that employs or has employed Executive, as well as and including without limitation, Republic Services, Inc., and any parent companies, partners, subsidiaries, and affiliates. Except as otherwise provided in Section 19.5 (Excluded Claims) below, any claim or dispute (whether past, present, or future), that could otherwise be asserted in a court of law by either Party shall be resolved by arbitration in accordance with this Arbitration Agreement. This arbitration obligation includes, without limitation, the obligation to arbitrate all claims arising from or related to this Agreement or Executive's application and selection for employment, employment, and/or separation of employment with the Company (including without limitation, claims based upon or related to discrimination, harassment, retaliation, defamation, breach of a contract or covenant, fraud, negligence, breach of fiduciary duty, trade secrets, unfair competition, compensation or any monies claimed to be owed, whistleblowing, tort claims, equitable claims, and all statutory and common law claims unless specifically excluded below). The forgoing reference to statutory claims includes, without limitation, claims arising under: the Fair Credit Reporting Act, Defend Trade Secrets Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981 (Section 1981), Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Occupational Safety and Health Act, Family Medical Leave Act, Fair Labor Standards Act, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, Civil Rights Act of 1991, Pregnancy Discrimination Act, Equal Pay Act, Genetic Information Non-Discrimination Act, Employee Retirement Income Security Act of 1974 (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974, or (b) funded by insurance), Affordable Care Act, Uniform Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to Employee’s employment or the termination of employment. Claims covered by this Arbitration Agreement include claims Executive may have against the Company, and/or its past, present, or future: (i) officers, directors, shareholders, employees, members, insurers, or agents; (ii) parents, subsidiaries, affiliates, franchisors, and d/b/as; (iii) benefit plans or the plans' sponsors, fiduciaries, administrators, affiliates or agents; and (iv) predecessors, successors or assigns. Any and all of the aforementioned individuals or entities may enforce this Arbitration Agreement as direct or third-party beneficiaries.

19.2 The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, scope, applicability, enforceability, or waiver of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. However, the preceding sentence does not apply to any claims under the federal Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, and it does not apply to the Class Action Waiver or PAGA Individual Action Requirement, each as further described below. Notwithstanding any other clause or language in this Arbitration Agreement and/or any rules or procedures that might otherwise apply because of this Arbitration Agreement (including without limitation the AAA Rules discussed below) or any amendments and/or modifications to those rules, any disputes about the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act and/or any claim that all or any portion of the Class Action Waiver and/or PAGA Individual Action Requirement is unenforceable, inapplicable, unconscionable, or void or voidable, will be resolved only by a court of competent jurisdiction and not by an arbitrator.

19.3 Except as otherwise provided for herein, the arbitration shall be conducted in accordance with the Employment Arbitration and Mediation Rules of the American Arbitration Association (“AAA Rules”). The AAA Rules are available via the internet at www.adr.org/employment or by using a search engine such as Google to search for “AAA Employment Arbitration Rules”. To the extent that the AAA Rules conflict with the Federal Arbitration Act (“FAA”) or this Agreement, the FAA and this Arbitration Agreement shall control. The Parties will select the neutral arbitrator by mutual agreement, who shall make disclosures to both Parties. If the Parties cannot mutually agree to an arbitrator, the Parties will proceed to selection of an arbitrator in accordance with Section 19.6.

19.4 *Class Action Waiver*. Both Executive and the Company agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective action basis on behalf of others. This provision of the Arbitration Agreement is a “Class Action Waiver” that prohibits the Parties or any arbitrator from resolving any claim or dispute between them in a group, class, collective, or representative action, except by the mutual, written consent of the Parties. The arbitrator shall not have authority to preside over a group, class, collective or representative proceeding. In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class, collective, and/or representative action may proceed notwithstanding the existence of this Agreement, the arbitrator is without authority to preside over a class, collective, or representative action and any such action must be brought in a court of competent jurisdiction—not in arbitration—but any portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

19.5 *Excluded Claims*. The following claims are not covered by this Arbitration Agreement: (i) claims for workers’ compensation benefits, state disability insurance benefits and unemployment compensation benefits, or benefits under any plan governed by ERISA (however, it applies to discrimination or retaliation claims based upon seeking such benefits); (ii) disputes that may not be subject to pre-dispute arbitration agreement as provided by the Sarbanes Oxley Act, 18 U.S.C. § 1514 or disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement; or (iii) disputes that may not be subject to a pre-dispute arbitration agreement under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (at the election of Employee); and (iv) any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor Department of Defense appropriations act addressing the arbitrability of claims. Also not covered are claims brought in small claims court (or equivalent court in the state where Employee works or worked for Company), so long as such claims are brought only in that court. If any such claim is transferred or appealed to a different court, then this Agreement will apply and either Party may require arbitration of the claim. If any claim(s) not covered under this Agreement above are combined with claims that are covered under this Agreement, to the maximum extent permitted under applicable law, the covered claims will be arbitrated and continue to be covered under this Agreement.

Nothing in this Arbitration Agreement prevents Executive from making a report to or filing a claim or charge with a governmental agency, including without limitation, the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, Occupational Safety and Health Administration, or applicable law enforcement agencies. And nothing in this Arbitration Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. This Arbitration Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies, even if the claims would otherwise be covered by this Agreement. Nothing in this Arbitration Agreement prevents or excuses a Party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in Arbitration. This Arbitration Agreement also does not prevent or prohibit Executive in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.

Either Party may apply to a court of competent jurisdiction for and receive from a court temporary or preliminary injunctive relief ("Provisional Relief") to enforce this Agreement without waiving the Parties' obligation to arbitrate all matters of final relief but only upon the grounds that an award in arbitration may be rendered ineffectual without the Provisional Relief or on the grounds that the Provisional Relief requested is necessary to prevent irreparable harm, with the further understanding that (a) the court's Provisional Relief will be temporary only and subject to modification or termination in any final award or relief rendered through arbitration, and (b) the arbitrator's authority with respect to a final award or relief will remain subject to the limitations provided for in Section 19.2. Provisional Relief includes but is not limited to preliminary injunctive relief to enforce the covenants applicable to Executive under Sections 3 – 6 of this Arbitration Agreement. The court deciding Provisional Relief is authorized to consider the merits of the arbitrable controversy for the limited purpose of evaluating the elements of probable success and irreparable injury necessary for the requested Provisional Relief under controlling law. Nothing in this allowance of Provisional Relief shall be construed as a waiver of any right a Party may have or hereafter acquire to pursue any other remedies available to it for a breach or threatened breach, including recovery of damages. Nothing herein shall be construed to deprive the arbitrator of the power to issue temporary, preliminary, and permanent injunctive relief to enforce this Agreement subject to the limitations provided for in Section 19.2.

19.6 The Parties agree their mutual promises to arbitrate provide consideration for this agreement to arbitrate.

The arbitration proceeding will comply with the following:

(a) A Party wishing to arbitrate a legal claim must make a written request for arbitration to the other Party and deliver it before the expiration of the statute of limitations applicable to the claim. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the request for arbitration. Either Party may file a motion to dismiss and/or a motion for summary judgment consistent with the standards for such motions under the Federal Rules of Civil Procedure. The arbitration award may only provide for damages or relief that a court of law could award but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the arbitrator. The award shall be issued in writing and state the essential findings and conclusions on which such award is based. Unless prohibited by applicable law (in which case the arbitration will be held in the county and state where Executive works or last worked), the arbitration proceeding will be conducted in Maricopa County, Arizona, or another mutually agreed upon location. Unless the Parties jointly agree otherwise, the arbitrator shall be either an attorney who is experienced in employment law and licensed to practice law in the state in which the arbitration is convened or a retired state or federal judge from any jurisdiction. Unless the Parties mutually select an arbitrator, the arbitrator shall be chosen by the AAA through a process of alternate strikes by the Parties. The AAA will give each Party a list of eleven (11) arbitrators (subject to the qualifications listed above) drawn from its panel of arbitrators. The Parties will strike names alternately from the list of common names, with the Party initiating the claim to strike first, until only one remains. The remaining person will be designated as the arbitrator. If for any reason, the individual selected cannot serve, AAA will issue another list of eleven (11) arbitrators and repeat the alternate striking selection process. If AAA will not administer the arbitration or will not administer the arbitration consistent with this Arbitration Agreement, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral arbitrator, who shall act under this Agreement with the same force and effect as if he or she had been specifically named herein.

(b) The decision and award shall be exclusive, final, and binding on the Parties, their heirs, executors, administrators, successors, and assigns. The Company will pay all costs and expenses unique to arbitration, including, without limitation, the arbitrator's fees, except for the filing fees and costs that would have been required of Executive in a court proceeding if the claim is one initiated by Executive. Each Party agrees to pay their own respective attorneys' fees, costs and expenses throughout the arbitration proceeding. The arbitrator may award attorneys' fees, costs, and expenses at the conclusion of the arbitration and any other relief provided by law. Judgment on the arbitration award may be entered in any court having jurisdiction over the Parties.

19.7 The Parties agreement to arbitrate contained in this Section 19 shall be treated as a fully severable, mutual agreement to arbitrate that may be enforced independent from and as a separate agreement from the remainder of the Non-Competition, Non-Solicitation, Confidentiality, and Arbitration Agreement document in which it resides. Executive and the Company expressly agree and stipulate that the Federal Arbitration Act ("FAA") (9 U.S.C. §§ 1 et seq.) will apply to and governs this Arbitration Agreement, which evidences a transaction involving commerce. If a court determines the FAA does not apply to a particular dispute or to one or both parties, the parties stipulate that the Delaware Uniform Arbitration Act ("DUAA") will govern this Arbitration Agreement, unless otherwise prohibited by applicable law. If a court determines neither the FAA nor DUAA apply, the arbitration law of the jurisdiction where the arbitration will take place will apply. The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction.

20. **Notice.** Executive acknowledges that Executive has been provided advance notice of the Agreement (the "Notice Period"); and, if Executive is signing/executing the Agreement before the expiration of any applicable Notice Period, Executive is doing so voluntarily and waiving Executive's right to take the full notice period to consider the Agreement before doing so.

21. **Electronic Signature.** By providing Executive's electronic signature below, Executive confirms that Executive has read and agrees to the terms of the Agreement and consents to the use of an electronic signature. Executive understands that Executive is indicating Executive's intent to be legally bound by the terms of the Agreement as of the Effective Date through Executive's electronic signature, which has the same legal effect as a handwritten signature. Executive has the right not to consent to receive and sign this Agreement electronically and may request that the Agreement be presented in written paper form by contacting Executive's Human Resources or Talent Acquisition partner in writing and requesting that the Agreement be presented in paper form for handwritten signature.

Executive, intending to be legally bound, executes this Agreement as of the Effective Date.

EXECUTIVE

/s/ GREGG BRUMMER

Gregg Brummer

Exhibit 21.1

Subsidiaries and Affiliates	**Jurisdiction of Formation**
130 Environmental Park, LLC	Georgia
25 Ashdown Road Solar, LLC	Delaware
3G&L	Georgia
623 Landfill, Inc.	Virginia
8 M Properties, LLC	North Carolina
A D A J Corporation	California
A-Best Disposal, Inc.	Ohio
Abilene Landfill TX, LP	Delaware
Ace Disposal Services, Inc.	Ohio
Action Disposal, Inc.	Texas
ACT Property Acquistion Partners, LLC	California
ACT Property Acquistion Partners III, LLC	California
ACT Property Acquistion Partners IV, LLC	California
ACT Property Acquistion Partners V, LLC	California
ACT Property Acquistion Partners VI, LLC	California
ACV Enviro 1045 RE LLC	New Jersey
ACV Enviro CC Holding Corporation	Delaware
ACV Enviro Corporation	Delaware
ACV Enviro Holding Corporation	Delaware
ACV Enviro MA RE LLC	Delaware
ACV Enviro MD RE LLC	Maryland
ACV Enviro MI Corporation	Michigan
ACV Environmental Services, Inc.	New York
Adrian Landfill, Inc.	Michigan
ADS of Illinois, Inc.	Illinois
ADS, Inc.	Oklahoma
Advanced Chemical Transport LLC	California
Advanced Chemical Treatment LLC	New Mexico
AES Accabonac Solar, LLC	Delaware
AES Broadalbin Solar, LLC	Delaware
AES CE RS XVI, LLC	Delaware
AES CE RS XXII, LLC	Delaware
AES DE RS I, LLC	Delaware
AES DE RS II, LLC	Delaware
AES DE RS III, LLC	Delaware
AES DE RS IV, LLC	Delaware
AES DE RS IX, LLC	Delaware
AES DE RS V, LLC	Delaware
AES DE RS VI, LLC	Delaware
AES DE RS VII, LLC	Delaware
AES DE RS VIII, LLC	Delaware
AES DE RS X, LLC	Delaware
AES DE RS XI, LLC	Delaware
AES DE RS XII, LLC	Delaware
AES DE RS XIV, LLC	Delaware

Subsidiaries and Affiliates	Jurisdiction of Formation
AES DE RS XV, LLC	Delaware
AES ES Westwing, LLC	Delaware
AES Gabreski Solar, LLC	Delaware
AES Greece Solar, LLC	Delaware
AES Holland Solar, LLC	Delaware
AES Johnsville Solar, LLC	Delaware
AES Kekaha Solar, LLC	Delaware
AES Lawa'i Solar, LLC	Delaware
AES Monroe Solar A, LLC	Delaware
AES Monroe Solar B, LLC	Delaware
AES Monroe Solar C, LLC	Delaware
AES Monroe Solar D, LLC	Delaware
AES Monroe Solar E, LLC	Delaware
AES Orphan Farm Solar, LLC	Delaware
AES RH RS XVII, LLC	Delaware
AES RH RS XXI, LLC	Delaware
AES Rochester Solar, LLC	Delaware
AES Tonawanda Solar, LLC	Delaware
AES Wawarsing Solar, LLC	Delaware
Agricultural Acquisitions, LLC	Indiana
Agri-Tech, Inc. of Oregon	Oregon
Agromin OC, LLC	California
Alabama Recycling Services, Inc.	Alabama
Albany-Lebanon Sanitation, Inc.	Oregon
Allied Gas Recovery Systems, L.L.C.	Delaware
Allied Green Power, LLC	Delaware
Allied Nova Scotia, Inc.	Delaware
Allied Remediation Services, Inc.	Delaware
Allied Research Affiliates, LLC	New Jersey
Allied Services, LLC	Delaware
Allied Waste Environmental Management Group, LLC	Delaware
Allied Waste Holdings (Canada) Ltd.	Delaware
Allied Waste Industries (Arizona), Inc.	Arizona
Allied Waste Industries of Illinois, Inc.	Illinois
Allied Waste Industries of Tennessee, Inc.	Tennessee
Allied Waste Industries, LLC	Delaware
Allied Waste Landfill Holdings, Inc.	Delaware
Allied Waste Niagara Falls Landfill, LLC	New York
Allied Waste North America, LLC	Delaware
Allied Waste of California, Inc.	California
Allied Waste Recycling Services of New Hampshire, LLC	Delaware
Allied Waste Rural Sanitation, Inc.	Delaware
Allied Waste Services of Colorado, Inc.	Delaware
Allied Waste Services of Fort Worth, LLC	Texas
Allied Waste Services of Massachusetts, LLC	Massachusetts
Allied Waste Services of North America, LLC	Delaware

Subsidiaries and Affiliates	Jurisdiction of Formation
Allied Waste Services of Page, Inc.	Idaho
Allied Waste Services of Stillwater, Inc.	Oklahoma
Allied Waste Sycamore Landfill, LLC	Delaware
Allied Waste Systems Holdings, Inc.	Delaware
Allied Waste Systems of Arizona, LLC	Arizona
Allied Waste Systems of Colorado, LLC	Colorado
Allied Waste Systems of Michigan, LLC	Michigan
Allied Waste Systems of Montana, LLC	Montana
Allied Waste Systems of Pennsylvania, LLC	Pennsylvania
Allied Waste Systems, Inc.	Delaware
Allied Waste Transfer Services of Arizona, LLC	Delaware
Allied Waste Transfer Services of California, LLC	California
Allied Waste Transfer Services of Florida, LLC	Florida
Allied Waste Transfer Services of New York, LLC	New York
Allied Waste Transfer Services of North Carolina, LLC	North Carolina
Allied Waste Transfer Services of Oregon, LLC	Oregon
Allied Waste Transfer Services of Rhode Island, LLC	Delaware
Allied Waste Transfer Services of Utah, Inc.	Utah
Allied Waste Transportation, Inc.	Delaware
Allis Medina Solar, LLC	Delaware
Alpine Disposal, Inc.	Colorado
Amaterasu LLC	Massachusetts
Ameresco Roxana RNG LLC	Delaware
American Disposal Services of Illinois, Inc.	Delaware
American Disposal Services of Kansas, Inc.	Kansas
American Disposal Services of Missouri, Inc.	Oklahoma
American Disposal Services of New Jersey, Inc.	Delaware
American Disposal Services of West Virginia, Inc.	Delaware
American Disposal Services, Inc.	Delaware
American Disposal Transfer Services of Illinois, Inc.	Delaware
American Ecology Environmental Services Corporation	Texas
American Materials Recycling Corp.	New Jersey
American Sanitation, Inc.	Idaho
American Transfer Company, Inc.	New York
Anderson Solid Waste, Inc.	California
Anson County Landfill NC, LLC	Delaware
Apache Junction Landfill Corporation	Arizona
APR Walden Solar 1, LLC	Delaware
Arbor Hills Holdings L.L.C.	Delaware
Area Disposal Inc.	Illinois
Ariana, LLC	Delaware
Aries Venture Investments Company	Delaware
Assonet Solar 1, LLC	Delaware
Astro Waste Services, Inc.	Maine
Atlantic Waste Holding Company, Inc.	Massachusetts
Atlas Transport, Inc.	California

Subsidiaries and Affiliates	**Jurisdiction of Formation**
Attwoods of North America, Inc.	Delaware
Autauga County Landfill, LLC	Alabama
Automated Modular Systems, Inc.	New Jersey
Autoshred, Inc.	Missouri
AWIN Leasing Company, Inc.	Delaware
AWIN Management, Inc.	Delaware
Bakersfield Industrial PV 1, LLC	California
Bakersfield PV 1, LLC	California
Barker Brothers Waste, Incorporated	Tennessee
Barker Brothers, Inc.	Tennessee
Bay Collection Services, Inc.	California
Bay Environmental Management, Inc.	California
Bay Landfills, Inc.	California
Bay Leasing Company, Inc.	California
Bayside Disposal, Inc.	Washington
BBCO, Inc.	Delaware
Bealine Service Company, Inc.	Delaware
Beals Medina Solar, LLC	Delaware
Belleville Landfill, Inc.	Missouri
Benfield Sanitation Services, Inc.	North Carolina
Benfield Holdings of Mooresville, LLC	North Carolina
Benson Valley Landfill General Partnership	Kentucky
Berkeley Sanitary Service, Inc.	California
Berrien County Landfill, Inc.	Michigan
Bestway Recycling, Inc.	Colorado
BFGSI Series 1997-A Trust	Delaware
BFGSI, L.L.C.	Delaware
BFI Atlantic, Inc.	Delaware
BFI Energy Systems of Albany, Inc.	Delaware
BFI Energy Systems of Delaware County, Inc.	Delaware
BFI Energy Systems of Essex County, Inc.	New Jersey
BFI Energy Systems of Hempstead, Inc.	Delaware
BFI Energy Systems of Niagara II, Inc.	Delaware
BFI Energy Systems of Niagara, Inc.	Delaware
BFI Energy Systems of SEMASS, Inc.	Delaware
BFI Energy Systems of Southeastern Connecticut, Inc.	Delaware
BFI Energy Systems of Southeastern Connecticut, Limited Partnership	Delaware
BFI REF-FUEL, INC.	Delaware
BFI Trans River (GP), Inc.	Delaware
BFI Trans River (LP), Inc.	Delaware
BFI Transfer Systems of Alabama, LLC	Delaware
BFI Transfer Systems of Georgia, LLC	Delaware
BFI Transfer Systems of Massachusetts, LLC	Massachusetts
BFI Transfer Systems of Mississippi, LLC	Delaware
BFI Transfer Systems of New Jersey, Inc.	New Jersey
BFI Transfer Systems of Pennsylvania, LLC	Pennsylvania

Subsidiaries and Affiliates	Jurisdiction of Formation
BFI Transfer Systems of Texas, LP	Delaware
BFI Transfer Systems of Virginia, LLC	Delaware
BFI Waste Services of Indiana, LP	Delaware
BFI Waste Services of Pennsylvania, LLC	Pennsylvania
BFI Waste Services of Texas, LP	Delaware
BFI Waste Services, LLC	Delaware
BFI Waste Systems of Alabama, LLC	Delaware
BFI Waste Systems of Arkansas, LLC	Delaware
BFI Waste Systems of Georgia, LLC	Delaware
BFI Waste Systems of Louisiana, LLC	Delaware
BFI Waste Systems of Massachusetts, LLC	Massachusetts
BFI Waste Systems of Mississippi, LLC	Delaware
BFI Waste Systems of Missouri, LLC	Delaware
BFI Waste Systems of New Jersey, Inc.	New Jersey
BFI Waste Systems of North America, LLC	Delaware
BFI Waste Systems of Oklahoma, LLC	Oklahoma
BFI Waste Systems of Tennessee, LLC	Delaware
BFI Waste Systems of Virginia, LLC	Delaware
Bio-Med of Oregon, Inc.	Oregon
Blackhorse Farm Solar, LLC	Rhode Island
Bloomington Haulers, LLC	Minnesota
Blue Mountain Recycling, LLC	Pennsylvania
Blue Polymers, LLC	Delaware
Blue Ridge Landfill TX, LP	Delaware
Bom Ambiente Insurance Company	Cayman Islands
Bond County Landfill, Inc.	Delaware
Borrego Landfill, Inc.	California
Borrow Pit Corp.	Illinois
Brenham Total Roll-Offs, LP	Delaware
Brickyard Disposal & Recycling, Inc.	Illinois
Bridgeton Landfill, LLC	Delaware
Bridgeton Transfer Station, LLC	Delaware
Browning-Ferris Industries Chemical Services, Inc.	Nevada
Browning-Ferris Industries de Mexico, S.A. de C.V.	Mexico
Browning-Ferris Industries of California, Inc.	California
Browning-Ferris Industries of Florida, Inc.	Delaware
Browning-Ferris Industries of Illinois, Inc.	Delaware
Browning-Ferris Industries of New Jersey, Inc.	New Jersey
Browning-Ferris Industries of New York, Inc.	New York
Browning-Ferris Industries of Ohio, Inc.	Delaware
Browning-Ferris Industries of Tennessee, Inc.	Tennessee
Browning-Ferris Industries, Inc.	Massachusetts
Browning-Ferris Industries, LLC	Delaware
Browning-Ferris Services, Inc.	Delaware
Browning-Ferris, Inc.	Maryland
Brunswick Waste Management Facility, LLC	Delaware

Subsidiaries and Affiliates	Jurisdiction of Formation
BSS Recycling, LLC	North Carolina
Bullock Freetown Solar 1, LLC	Delaware
Bunting Trash Service, Inc.	Colorado
Butler County Landfill, LLC	Delaware
BWC Lake Lashaway, LLC	Delaware
BWC Muddy Brook, LLC	Delaware
C & C Expanded Sanitary Landfill, LLC	Michigan
Cactus Waste Systems, LLC	Arizona
Calvert Trash Service, Incorporated	Maryland
Calvert Trash Systems, Incorporated	Maryland
Camelot Landfill TX, LP	Delaware
Capital Waste & Recycling, Inc.	New York
Capitol Recycling and Disposal, Inc.	Oregon
Carbon Limestone Landfill, LLC	Ohio
CC Landfill, Inc.	Delaware
CECOS International, Inc.	New York
Cefe Landfill TX, LP	Delaware
Celina Landfill, Inc.	Ohio
Central Arizona Transfer, Inc.	Arizona
Central Line Solar, LLC	Delaware
Central Sanitary Landfill, Inc.	Michigan
Central Texas Refuse, LLC	Delaware
Central Virginia Properties, LLC	Georgia
Champlin Refuse, Inc.	Minnesota
Charter Evaporation Resource Recovery Systems	California
Cherokee Run Landfill, Inc.	Ohio
Chilton Landfill, LLC	Delaware
Citizens Disposal, Inc.	Michigan
City-Star Services, Inc.	Michigan
Clarkston Disposal, Inc.	Michigan
Clean Venture, Inc.	New Jersey
Clinton County Landfill Partnership	Indiana
Cocopah Landfill, Inc.	Delaware
Compactor Rental Systems of Delaware, Inc.	Delaware
Congress Development Co.	Illinois
Consolidated Disposal Service, L.L.C.	Delaware
Consolidated Processing, Inc.	Illinois
Continental Waste Industries - Gary, Inc.	Indiana
Continental Waste Industries, L.L.C.	Delaware
Copper Mountain Landfill, Inc.	Delaware
Corvallis Disposal Co.	Oregon
County Disposal (Ohio), Inc.	Delaware
County Disposal, Inc.	Delaware
County Environmental Landfill, LLC	Ohio
County Land Development Landfill, LLC	Ohio
County Landfill, Inc.	Delaware

Subsidiaries and Affiliates	Jurisdiction of Formation
County Line Landfill Partnership	Indiana
Courtney Ridge Landfill, LLC	Delaware
Covington Waste, Inc.	Tennessee
Crockett Sanitary Service, Inc.	California
Cronin Road Solar 1, LLC	Delaware
Crow Landfill TX, L.P.	Delaware
Cumberland County Development Company, LLC	Virginia
CWI of Florida, Inc.	Florida
CWI of Illinois, Inc.	Illinois
CWI of Missouri, Inc.	Missouri
Cycle Chem, Inc.	New Jersey
D & L Disposal L.L.C.	Delaware
Delano PV 1, LLC	California
Delta Container Corporation	California
Delta Dade Recycling Corp.	Florida
Delta Paper Stock, Co.	California
Delta Resources Corp.	Florida
Delta Site Development Corp.	Florida
Delta Waste Corp.	Florida
Dempsey Waste Systems II, Inc.	Ohio
Denver RL North, Inc.	Colorado
Desarrollo del Rancho La Gloria TX, LP	Texas
Devens Recycling Center, LLC	Massachusetts
Dinverno, Inc.	Michigan
DTC Management, Inc.	Indiana
Dunstable Solar 1, LLC	Delaware
E & P Investment Corporation	Illinois
Eagle Construction and Environmental Services, LLC	Delaware
Eagle Industries Leasing, Inc.	Michigan
East Brookfield Main Street Solar LLC	Delaware
East Chicago Compost Facility, Inc.	Delaware
ECDC Environmental, L.C.	Utah
ECDC Holdings, Inc.	Delaware
ECOFLO Field Services, LLC	North Carolina
ECOFLO Holding, LLC	North Carolina
ECOFLO Logistics, LLC	North Carolina
ECOFLO Recycling, LLC	North Carolina
ECOFLO Southeast, Inc.	North Carolina
ECOFLO, Inc.	Maryland
El Centro Landfill, L.P.	Texas
Elder Creek Transfer & Recovery, Inc.	California
Ellis County Landfill TX, LP	Delaware
Ellis Scott Landfill MO, LLC	Delaware
Envirite of Illinois, Inc.	Delaware
Envirite of Ohio, Inc.	Delaware
Envirite of Pennsylvania, Inc.	Delaware

Subsidiaries and Affiliates	Jurisdiction of Formation
Envirite Transportation LLC	Ohio
Envirocycle, Inc.	Florida
Environmental Development Corp.	Delaware
Environmental Quality Industrial Services de Mexico, S. de R.L. de C.V.	Mexico
Environmental Reclamation Company	Illinois
Environmental Services Inc.	Ontario
Environtech, Inc.	Delaware
EnviroTech Consultants LLC	New Jersey
Envirowaste, LLC	Pennsylvania
Envotech-Illinois L.L.C.	Delaware
EQ Detroit, Inc.	Michigan
EQ Holdings, Inc.	Delaware
EQ Industrial Services, Inc.	Michigan
EQ Metals Recovery LLC	Ohio
EQ Northeast, Inc.	Massachusetts
EQ Parent Company, Inc.	Delaware
Evergreen National Indemnity Company	Ohio
Evergreen Scavenger Service, Inc.	Delaware
Evergreen Scavenger Service, L.L.C.	Delaware
F. P. McNamara Rubbish Removal, Inc.	Massachusetts
FCR Camden, LLC	Delaware
FCR Florida, LLC	Delaware
FCR Greensboro, LLC	Delaware
FCR Morris, LLC	Delaware
FCR Tennessee, LLC	Delaware
FCR, LLC	Delaware
Finchville Solar, LLC	Delaware
Fiorito Enterprises, Inc.	Washington
Five Part Development, LLC	Colorado
Flint Hill Road, LLC	South Carolina
FLL, Inc.	Michigan
Foothill Sanitary Landfill, Inc.	California
Forest View Landfill, LLC	Delaware
Fort Worth Landfill TX, LP	Delaware
Forward, Inc.	California
Founder's Homestead Farm Solar, LLC	Rhode Island
Frankfort Environmental Development Company, Inc.	Indiana
Frontier Waste Services (Colorado), LLC	Colorado
Frontier Waste Services (Utah), LLC	Utah
Frontier Waste Services of Louisiana L.L.C.	Louisiana
Frontier Waste Services, L.P.	Texas
G. Van Dyken Disposal Inc.	Michigan
Galveston County Landfill TX, LP	Delaware
Gateway Landfill, LLC	Georgia
GEK, Inc.	Alabama
General Refuse Rolloff Corp.	Delaware

Subsidiaries and Affiliates	**Jurisdiction of Formation**
Georgia Recycling Services, Inc.	Delaware
GGH North Dakota, LLC	North Dakota
GGWM, LLC	Texas
Global Indemnity Assurance Company	Vermont
Golden Bear Transfer Services, Inc.	California
Golden Triangle Landfill TX, LP	Delaware
Golden Waste Disposal, Inc.	Georgia
Grants Pass Sanitation, Inc.	Oregon
Great Lakes Disposal Service, Inc.	Delaware
Great Plains Landfill OK, LLC	Delaware
Green Valley Landfill General Partnership	Kentucky
Greenridge Reclamation, LLC	Pennsylvania
Greenridge Waste Services, LLC	Pennsylvania
Greenwich Solar 1, LLC	Delaware
Greenwood Landfill TX, LP	Delaware
GreenWorks, LLC	Massachusetts
Gulf West Landfill TX, LP	Delaware
Gulfcoast Waste Service, Inc.	Florida
H B Data Security, LLC	Connecticut
Hancock County Development Company, LLC	Mississippi
Harland's Sanitary Landfill, Inc.	Michigan
Harrison County Landfill, LLC	Mississippi
HMD Waste, L.L.C.	Delaware
Honeygo Run Reclamation Center, Inc.	Maryland
Hudson Baylor 27th Avenue LLC	Delaware
Hudson Baylor Atlantic County LLC	Delaware
Hudson Baylor Beacon LLC	Delaware
Hudson Baylor Cape May LLC	Delaware
Hudson Baylor North Gateway, LLC	Delaware
Hudson Baylor Tucson LLC	Delaware
Hyder Waste Container, Inc.	North Carolina
Illiana Disposal Partnership	Indiana
Illinois Landfill, Inc.	Illinois
Illinois Recycling Services, Inc.	Illinois
Illinois Valley Recycling, Inc.	Illinois
Imperial Landfill, Inc.	California
Independent Trucking Company	California
Ingrum Waste Disposal, Inc.	Illinois
International Disposal Corp. of California	California
Island Waste Services Ltd.	New York
Itasca Landfill TX, LP	Delaware
Jefferson City Landfill, LLC	Delaware
Jetter Disposal, Inc.	Iowa
Johnstown Solar 1, LLC	Delaware
JRM Hauling and Recycling Services, LLC	Massachusetts
JRM Hauling and Recycling Services II, LLC	Massachusetts

Subsidiaries and Affiliates	Jurisdiction of Formation
JSI Houston Transfer Station, Inc.	Texas
K & K Trash Removal, Inc.	Maryland
Kankakee Quarry, Inc.	Illinois
Keller Canyon Landfill Company	California
Keller Drop Box, Inc.	Oregon
Kent-Meridian Disposal Company	Washington
Kerrville Landfill TX, LP	Delaware
Key Waste Indiana Partnership	Indiana
La Cañada Disposal Company, Inc.	California
Lake County C & D Development Partnership	Indiana
Lake Norman Landfill, Inc.	North Carolina
LandComp Corporation	Illinois
Lane Ave Solar LLC	Delaware
Lathrop Sunrise Sanitation Corporation	California
Lee County Landfill SC, LLC	Delaware
Lee County Landfill, Inc.	Illinois
Lemons Landfill, LLC	Delaware
Lewistown Disposal, Inc.	Washington
Lewisville Landfill TX, LP	Delaware
LGS Renewables I, L.C.	Texas
Liberty Waste Holdings, Inc.	Delaware
Liberty Waste Services Limited, L.L.C.	Delaware
Liberty Waste Services of Illinois, L.L.C.	Illinois
Liberty Waste Services of McCook, L.L.C.	Delaware
Lightning Renewables, LLC	Delaware
Local Sanitation of Rowan County, L.L.C.	Delaware
Loop Recycling, Inc.	Illinois
Loop Transfer, Incorporated	Illinois
Lorain Carbon Zero Solutions, LLC	Delaware
Lorain County Landfill, LLC	Ohio
Louis Pinto & Son, Inc., Sanitation Contractors	New Jersey
Lucas County Landfill, LLC	Ohio
Madison County Development, LLC	Tennessee
Manteca PV 1, LLC	California
Manumit of Florida, Inc.	Florida
Marion Investment Group, LLC	Oregon
Marion Recycling Center, Inc.	Oregon
Marion Resource Recovery Facility, LLC	Oregon
Maui 17-2 LLC	Hawaii
McCarty Road Landfill TX, LP	Delaware
McCusker Recycling, Inc.	Pennsylvania
McInnis Waste Systems, Inc.	Oregon
Meadow Landfill, LLC	Delaware
Menands Environmental Solutions, LLC	New York
Mesa Disposal, Inc.	Arizona
Mesquite Landfill TX, LP	Delaware

Subsidiaries and Affiliates	Jurisdiction of Formation
Mexia Landfill TX, LP	Delaware
M-G Disposal Services, L.L.C.	Delaware
Michigan Disposal, Inc.	Michigan
Mid America Contractors, L.L.C.	Texas
Middletown Solar 1, LLC	Delaware
Mississippi Waste Paper Company	Mississippi
Missouri City Landfill, LLC	Missouri
Modern Power, LLC	Delaware
Modern-Mallard Energy, LLC	Delaware
Montana Waste Systems, Inc.	Washington
MORS Refining Systems Inc.	Ontario
Mountain Home Disposal, Inc.	Delaware
Mountain States Packaging, LLC	Colorado
N Leasing Company, LLC	Delaware
National Response Corp. Aruba N.V.	Aruba
National Response Corporation	Delaware
National Response Corporation Mexico NRC, S. de R.L. de C.V.	Mexico
NationsWaste Catawba Regional Landfill, Inc.	South Carolina
NationsWaste, Inc.	Delaware
Natl Response Corporation of Puerto Rico	Delaware
New Mexico Disposal Co., LLC	California
New Morgan Landfill Company, Inc.	Pennsylvania
New York Waste Services, LLC	Delaware
Newton County Landfill Partnership	Indiana
Nichols Street Properties LLC	Delaware
NMRT, LLC	New Mexico
Noble Road Landfill, Inc.	Ohio
North South Fibres Inc.	Ontario
North State Renewables, LLC	California
Northeast Landfill, LLC	Delaware
Northlake Transfer, Inc.	Illinois
Northwest Tennessee Disposal Corporation	Tennessee
NRC (Asia Pacific) Ltd.	Thailand
NRC (Egypt) LLC	Egypt
NRC (Trinidad and Tobago) Limited	Trinidad
NRC East Environmental Services, Inc.	Massachusetts
NRC Eastern Mediterranean Ltd.	Israel
NRC Environmental of Maine, Inc.	Maine
NRC Environmental Services Inc.	Washington
NRC Gulf Environmental Services, Inc.	Delaware
NRC Int. Holding Company LLC	Marshall Islands
NRC Intermediate Int. Holding Company, LLC	Delaware
NRC NY Environmental Services, Inc.	Delaware
NRC Payroll Management LLC	Delaware
NRC Servicing Limited	United Kingdom
NY RNM Project1, LLC	Delaware

Subsidiaries and Affiliates	Jurisdiction of Formation
NY RNM Project1A, LLC	Delaware
NY RNM Project2, LLC	Delaware
NY RNM Project3, LLC	Delaware
NY RNM Project4, LLC	Delaware
Oahu SPE 101-14 LLC	Hawaii
Oahu SPE 101-19 LLC	Hawaii
Oahu SPE 101-2 LLC	Hawaii
Oahu SPE 101-4 LLC	Hawaii
Oahu SPE 101-9 LLC	Hawaii
Oakland Heights Development, Inc.	Michigan
Obscurity Land Development, LLC	Virginia
Oceanside Waste & Recycling Services	California
Ohio Republic Contracts, II, Inc.	Delaware
Ohio Republic Contracts, Inc.	Ohio
Oklahoma City Landfill, L.L.C.	Oklahoma
OP-TECH Avix, Inc.	New York
Organix Solutions, LLC	Minnesota
Oscar's Collection System of Fremont, Inc.	Nebraska
OSRV Holdings, Inc.	Delaware
Otay Landfill, Inc.	California
Ottawa County Landfill, Inc.	Delaware
Packerton Land Company, L.L.C.	Delaware
Palomar Transfer Station, Inc.	California
Peltier Real Estate Company	Oregon
Peninsula Waste Systems, LLC	Maryland
Perdomo & Sons, Inc.	California
Pinal County Landfill Corp.	Arizona
Pine Bend Holdings L.L.C.	Delaware
Pine Hill Farms Landfill TX, LP	Delaware
Pinecrest Landfill OK, LLC	Delaware
Pittsburg County Landfill, Inc.	Oklahoma
Pleasant Oaks Landfill TX, LP	Delaware
Port Clinton Landfill, Inc.	Ohio
Portable Storage Co.	Oregon
Preble County Landfill, Inc.	Ohio
Price & Sons Recycling Company	Georgia
Prichard Landfill Corporation	West Virginia
Quail Run Services, LLC	Texas
R.C. Miller Enterprises, Inc.	Ohio
R.C. Miller Refuse Service Inc.	Ohio
Rabanco Companies	Washington
Rabanco Recycling, Inc.	Washington
Rabanco, Ltd.	Washington
Rainbow Disposal Co., Inc.	California
Rainbow Environmental Services, LLC	Delaware
Rainbow Transfer/Recycling, Inc.	California

Subsidiaries and Affiliates	Jurisdiction of Formation
Rainbow West Florida LLC	Delaware
Ramona Landfill, Inc.	California
Randy's Rentals, LLC	Minnesota
Randy's Sanitation, LLC	Minnesota
Ransomville Solar 1, LLC	Delaware
RCS, Inc.	Illinois
Re Community Delaware, LLC	Delaware
Re Community Great Lakes, LLC	Delaware
RE Community Holdings II, Inc.	Delaware
Re Community Renew New York LLC	Delaware
ReCommunity Corporation	New York
ReCommunity Farmingdale, LLC	Delaware
ReCommunity Kentucky, LLC	Delaware
ReCommunity West Corporation	Delaware
Red Diamond Disposal, Inc.	Texas
Regional Disposal Company	Washington
Reliable Disposal, Inc.	Michigan
Republic Circular Solutions, LLC	Maryland
Republic Dumpco, Inc.	Nevada
Republic EES, LLC	Louisiana
Republic Environmental Services, LLC	Delaware
Republic Environmental Technologies, Inc.	Nevada
Republic Industrial and Energy Solutions, LLC	Delaware
Republic Lightning, LLC	Delaware
Republic Ohio Contracts, LLC	Ohio
Republic Polymer Centers Holdings, LLC	Delaware
Republic Polymers, LLC	Ohio
Republic Polymers II, LLC	Ohio
Republic Polymers III, LLC	Delaware
Republic Recycling Services of Nevada, Inc.	Nevada
Republic Services Alliance Group II, Inc.	Delaware
Republic Services Alliance Group III, Inc.	Delaware
Republic Services Alliance Group IV, Inc.	Delaware
Republic Services Alliance Group, Inc.	Delaware
Republic Services Aviation, Inc.	Florida
Republic Services Blue Ridge Energy Development, LLC	Delaware
Republic Services Customer Resource Center Central, LLC	Delaware
Republic Services Customer Resource Center East, LLC	Delaware
Republic Services Customer Resource Center West, LLC	Delaware
Republic Services Digital Ventures I, LLC	Delaware
Republic Services Environmental Solutions II, LLC	Delaware
Republic Services Environmental Solutions III, LLC	Delaware
Republic Services Environmental, LLC	Delaware
Republic Services Group, LLC	Delaware
Republic Services Holding Company, LLC	Delaware
Republic Services Intellectual Property Holdings, LLC	New Jersey

Subsidiaries and Affiliates	Jurisdiction of Formation
Republic Services Leasing Company, LLC	Delaware
Republic Services National Accounts, LLC	Delaware
Republic Services of Arizona Hauling, LLC	Arizona
Republic Services of British Columbia, Inc.	British Columbia
Republic Services of Buffalo, LLC	Delaware
Republic Services of California Holding Company, Inc.	Delaware
Republic Services of California II, LLC	Delaware
Republic Services of Canada, Inc.	Ontario
Republic Services of Colorado Hauling, LLC	Colorado
Republic Services of Colorado I, LLC	Colorado
Republic Services of Florida GP, Inc.	Delaware
Republic Services of Florida LP, Inc.	Delaware
Republic Services of Florida, Limited Partnership	Delaware
Republic Services of Georgia GP, LLC	Delaware
Republic Services of Georgia LP, LLC	Delaware
Republic Services of Georgia, Limited Partnership	Delaware
Republic Services of Indiana LP, Inc.	Delaware
Republic Services of Indiana Transportation, LLC	Delaware
Republic Services of Indiana, Limited Partnership	Delaware
Republic Services of Iowa, LLC	Iowa
Republic Services of Kentucky, LLC	Kentucky
Republic Services of Maryland, LLC	Maryland
Republic Services of Massachusetts, LLC	Delaware
Republic Services of Michigan Hauling, LLC	Michigan
Republic Services of Michigan Holding Company, Inc.	Delaware
Republic Services of Michigan I, LLC	Michigan
Republic Services of Michigan II, LLC	Michigan
Republic Services of Michigan III, LLC	Michigan
Republic Services of Michigan IV, LLC	Michigan
Republic Services of New Jersey, LLC	Delaware
Republic Services of North Carolina, LLC	North Carolina
Republic Services of Ohio Hauling, LLC	Ohio
Republic Services of Ohio I, LLC	Ohio
Republic Services of Ohio II, LLC	Ohio
Republic Services of Ohio III, LLC	Ohio
Republic Services of Ohio IV, LLC	Ohio
Republic Services of Ohio Transportation, LLC	Delaware
Republic Services of Ontario, Inc.	Ontario
Republic Services of Oxnard, Inc.	California
Republic Services of PA - Environmental Solutions, LLC	Delaware
Republic Services of Pennsylvania, LLC	Delaware
Republic Services of Smith County, LLC	Delaware
Republic Services of Sonoma County Energy Producers, Inc.	California
Republic Services of Sonoma County, Inc.	Delaware

Subsidiaries and Affiliates	Jurisdiction of Formation
Republic Services of South Carolina, LLC	Delaware
Republic Services of Southern California, LLC	Delaware
Republic Services of Tennessee, LLC	Delaware
Republic Services of Virginia, LLC	Virginia
Republic Services of Wisconsin GP, LLC	Delaware
Republic Services of Wisconsin LP, LLC	Delaware
Republic Services of Wisconsin, Limited Partnership	Delaware
Republic Services Organic Holding, Inc.	Delaware
Republic Services Organic Solutions, LLC	Delaware
Republic Services Procurement, Inc.	Delaware
Republic Services Real Estate Holding, Inc.	North Carolina
Republic Services Recycling of Indiana, Inc.	Delaware
Republic Services Renewable Energy II, LLC	Delaware
Republic Services Renewable Energy III, LLC	Delaware
Republic Services Renewable Energy, LLC	Delaware
Republic Services Risk Management, Inc.	Delaware
Republic Services Vasco Road, LLC	Delaware
Republic Silver State Disposal, Inc.	Nevada
Republic Transportation Services of Canada, Inc.	Ontario
Republic Waste Services of Southern California, LLC	Delaware
Republic Waste Services of Texas GP, Inc.	Delaware
Republic Waste Services of Texas LP, Inc.	Delaware
Republic Waste Services of Texas, Ltd.	Texas
Republic Waste, Limited Partnership	Delaware
Resource Recovery Systems, LLC	Delaware
Resource Recovery, Inc.	Kansas
RI/Alameda Corp.	California
Richmond Sanitary Service, Inc.	California
Richmond Solar Power 1, LLC	Rhode Island
Rincon Solar I, LLC	Georgia
RITM, LLC	Delaware
River Recycling, LLC	Delaware
River Street Solar 1, LLC	Delaware
Roosevelt Associates	Washington
Ross Bros. Waste & Recycling Co.	Ohio
Rossman Sanitary Service, Inc.	Oregon
Roxana Landfill, LLC	Illinois
Royal Holdings, Inc.	Michigan
RSG Cayman Group, Inc.	Delaware
RT52 Walden Solar 1, LLC	Delaware
RTF Romulus, LLC	Michigan
Rubbish Control, L.L.C.	Delaware

Subsidiaries and Affiliates	**Jurisdiction of Formation**
RWS Texas Leasing Company, LLC	Texas
RWS Transport, L.P.	Delaware
Ryan Road Solar LLC	Delaware
S & S Recycling, Inc.	Georgia
S-Road Facility, LLC	Colorado
Saguaro National Captive Insurance Company	Arizona
Saline County Landfill, Inc.	Illinois
San Diego Landfill Systems, LLC	California
San Francisco Bay Railway, LLC	Delaware
San Marcos NCRRF, Inc.	California
Sand Valley Holdings, L.L.C.	Delaware
Sandy Hollow Landfill Corp.	West Virginia
Sangamon Valley Landfill, Inc.	Delaware
Sanifill, Inc.	Tennessee
Sanitary Disposal Service, Inc.	Michigan
Santek Environmental of Alabama, LLC	Alabama
Santek Environmental of Arkansas, LLC	Arkansas
Santek Environmental of Georgia, LLC	Georgia
Santek Environmental of Kentucky, LLC	Kentucky
Santek Environmental of North Carolina, LLC	North Carolina
Santek Environmental of Pine Belt, LLC	Mississippi
Santek Environmental of Tennessee, LLC	Tennessee
Santek Environmental of Texas, LLC	Texas
Santek Environmental of Virginia, LLC	Virginia
Santek Environmental, LLC	Tennessee
Santek Waste Services, LLC	Tennessee
Sauk Trail Development, Inc.	Michigan
Schofield Corporation of Orlando	Florida
Show-Me Landfill, LLC	Delaware
Shred - All Recycling Systems Inc.	Illinois
Simmons & Eastern, LLC	Delaware
Silver Peak Energy, LLC	Delaware
Skipjack Solar Center, LLC	Delaware
Solano Garbage Company	California
Source Recycling, Inc.	Oregon
South Trans, Inc.	New Jersey
Southeast Landfill, LLC	Delaware
Southern Illinois Regional Landfill, Inc.	Illinois
Southern Sanitation Inc.	Ontario
Southern Tank Leasing, Inc.	Alabama
Southern Waste Services, Inc.	Florida
Southwest Landfill TX, LP	Delaware

Subsidiaries and Affiliates	Jurisdiction of Formation
Specialized Response Solutions (Canada) Inc.	Alberta
Specialized Response Solutions, L.P.	Texas
Springfield Environmental General Partnership	Indiana
St. Paul Haulers, LLC	Minnesota
Stablex Canada Inc.	Canada (Federal)
Standard Disposal Services, Inc.	Michigan
Standard Environmental Services, Inc.	Michigan
Standard Waste, Inc.	Delaware
Streator Area Landfill, Inc.	Illinois
Suburban Transfer, Inc.	Illinois
Suburban Warehouse, Inc.	Illinois
Summit Waste Systems, Inc.	Arizona
Sunrise Sanitation Service, Inc.	California
Sunset Disposal Service Inc.	California
Sunset Disposal, Inc.	Kansas
Sycamore Landfill, Inc.	California
Tate's Transfer Systems, Inc.	Missouri
Tay-Ban Corporation	Michigan
Tayman Industries, Inc.	California
The Ecology Group, Inc.	Ohio
Thomas Disposal Service, Inc.	Missouri
Tidal Tank, Inc.	Delaware
Tippecanoe County Waste Services Partnership	Indiana
TMC Services, Inc.	Massachusetts
Tom Luciano's Disposal Service, Inc.	New Jersey
Toro Energy of Indiana, LLC	Texas
Total Roll-Offs, L.L.C.	Texas
Total Solid Waste Recyclers, Inc.	New Jersey
Transit Waste, LLC	New Mexico
Trash Butler, LLC	Florida
Tricil (N.Y.), Inc.	New York
Tri-County Refuse Service, Inc.	Michigan
Tri-State Recycling Services, Inc.	Illinois
Tri-State Refuse Corporation	Arizona
Turkey Creek Landfill TX, LP	Delaware
United Disposal Service, Inc.	Oregon
University Solar, LLC	Rhode Island
Upper Rock Island County Landfill, Inc.	Illinois
US Ecology Alaska, LLC	Delaware
US Ecology Burlington, Inc.	Maine
US Ecology Canada Inc. /Les Solutions Environnementales US Ecology Canada Inc.	Ontario
US Ecology Energy Waste Disposal Services, LLC	Delaware

Subsidiaries and Affiliates	Jurisdiction of Formation
US Ecology Group Holdings Corp.	Delaware
US Ecology Group Holdings, LLC	Delaware
US Ecology Holdings Group, Inc.	Delaware
US Ecology Holdings, Inc.	Delaware
US Ecology Holdings, LLC	Delaware
US Ecology Houston, Inc.	Delaware
US Ecology Idaho, Inc.	Delaware
US Ecology Illinois, Inc.	California
US Ecology Karnes County Disposal, LLC	Texas
US Ecology Livonia, Inc.	Michigan
US Ecology Michigan, Inc.	Michigan
US Ecology Nevada, Inc.	Delaware
US Ecology Romulus, Inc.	Michigan
US Ecology Stablex Holdings, Inc.	Delaware
US Ecology Sulligent, Inc.	Michigan
US Ecology Tampa, Inc.	Michigan
US Ecology Taylor, Inc.	Michigan
US Ecology Texas, Inc.	Delaware
US Ecology Thermal Services, Inc.	Delaware
US Ecology Transportation Solutions, Inc.	Delaware
US Ecology Tulsa, Inc.	Michigan
US Ecology US Holding Company, LLC	Delaware
US Ecology Vernon, Inc.	Delaware
US Ecology Washington, Inc.	Delaware
US Ecology Winnie, LLC	Delaware
US Ecology, Inc.	Delaware
USE Canada Holdings, Inc.	Canada (Federal)
USE EWD Holdco, LLC	Delaware
Valley Landfills, Inc.	Oregon
Venezuelan Response Corporation	Venezuela
VHG, Inc.	Minnesota
Victoria Landfill TX, LP	Delaware
Vining Disposal Service, Inc.	Massachusetts
W. Orange RD Solar LLC	Delaware
Warner Hill Development Company	Ohio
Wasatch Regional Landfill, Inc.	Utah
Waste Control Systems, Inc.	Oregon
Waste Repurposing International, Inc.	Delaware
Waste Services Group, LLC	Delaware
Waste Services of Alabama, LLC	Alabama
Waste Services of Georgia, LLC	Georgia
Waste Services of Hattiesburg, LLC	Mississippi

Subsidiaries and Affiliates	Jurisdiction of Formation
Waste Services of Kentucky, LLC	Kentucky
Waste Services of New York, Inc.	New York
Waste Services of Tennessee, LLC	Tennessee
Waste Services of Texas, LLC	Texas
Wastehaul, Inc.	Indiana
Wayne County Land Development, LLC	New York
Wayne County Landfill IL, Inc.	Delaware
Wayne Developers, LLC	Georgia
Wayne Disposal, Inc.	Michigan
WDTR, Inc.	Oregon
Webster Parish Landfill, L.L.C.	Delaware
Wellkept LLC	Delaware
West Brookfield Boston Post Road Solar LLC	Delaware
West Contra Costa Energy Recovery Company	California
West Contra Costa Sanitary Landfill, Inc.	California
West County Landfill, Inc.	California
West County Resource Recovery, Inc.	California
West Street Solar 1, LLC	Delaware
Whispering Pines Landfill TX, LP	Delaware
Wilbur Woods Solar LLC	Delaware
Willamette Resources, Inc.	Oregon
Williams County Landfill Inc.	Ohio
Williamsburg East Street Solar LLC	Delaware
Willow Ridge Landfill, LLC	Delaware
Wilshire Disposal Service	California
Winchendon Ash Street Solar 1 LLC	Delaware
Winchendon Lincoln Avenue Solar 1 LLC	Delaware
Winchendon Lincoln Avenue Solar 2 LLC	Delaware
WJR Environmental, Inc.	Washington
Woodlake Sanitary Service, Inc.	Minnesota
Zakaroff Services	California
ZPD-PT Solar Project 2017-001 LLC	Massachusetts
ZPD-PT Solar Project 2017-003 LLC	Massachusetts
ZPD-PT Solar Project 2017-007 LLC	Massachusetts
ZPD-PT Solar Project 2017-008 LLC	Massachusetts
ZPD-PT Solar Project 2017-011 LLC	Massachusetts
ZPD-PT Solar Project 2017-014 LLC	Massachusetts
ZPD-PT Solar Project 2017-017 LLC	Massachusetts
ZPD-PT Solar Project 2017-021 LLC	Massachusetts
ZPD-PT Solar Project 2017-023 LLC	Massachusetts
ZPD-PT Solar Project 2017-024 LLC	Massachusetts

Subsidiaries and Affiliates	Jurisdiction of Formation
ZPD-PT Solar Project 2017-038 LLC	Massachusetts
ZPD-PT Solar Project 2017-044 LLC	Massachusetts

EXHIBIT 31.1

**CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jon Vander Ark, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Republic Services, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ JON VANDER ARK

Jon Vander Ark
President and Chief Executive Officer
(Principal Executive Officer)

Date: April 30, 2024

EXHIBIT 31.2

CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a), AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Brian DelGhiaccio, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Republic Services, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

/s/ BRIAN DELGHIACCIO

Brian DelGhiaccio
Executive Vice President,
Chief Financial Officer
(Principal Financial Officer)

Date: April 30, 2024

EXHIBIT 32.1

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Republic Services, Inc. (the Company) for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Jon Vander Ark, President and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ JON VANDER ARK

Jon Vander Ark
President and Chief Executive Officer
(Principal Executive Officer)

Date: April 30, 2024

EXHIBIT 32.2

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Republic Services, Inc. (the Company) for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Brian DelGhiaccio, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ BRIAN DELGHIACCIO

Brian DelGhiaccio
Executive Vice President,
Chief Financial Officer
(Principal Financial Officer)

Date: April 30, 2024