

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

**SCHEDULE 13D**  
Under the Securities Exchange Act of 1934  
(Amendment No. )

REPUBLIC SERVICES, INC.

&

nbsp: \_\_\_\_\_  
(Name of Issuer)

Common Stock, par value \$0.01 per share

&

nbsp: \_\_\_\_\_  
(Title of Class of Securities)

760759100

&

nbsp: \_\_\_\_\_  
(CUSIP Number)

David Foley  
c/o The Blackstone Group L.P.  
345 Park Avenue  
New York, New York 10154  
(212) 583-5000

&

nbsp: \_\_\_\_\_  
(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

Copy to: Wilson S. Neely, Esq.  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017

December 5, 2008

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bsp: \_\_\_\_\_

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box. [ ]

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON Blackstone Capital Partners II Merchant Banking Fund L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 2,975,195 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,975,195 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,975,195 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( )	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.79%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Blackstone Offshore Capital Partners II L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 883,074 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 883,074 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 883,074 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.23%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Blackstone Family Investment Partnership II L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 296,072 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 296,072 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 296,072 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( )	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.08%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Blackstone Management Associates II L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,154,341 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 4,154,341 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,154,341 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( )	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.10%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Blackstone Capital Partners III Merchant Banking Fund L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER  13,800,706 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 13,800,706 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,800,706 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( )	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  3.65%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Blackstone Offshore Capital Partners III L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 2,558,819 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,558,819 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,558,819 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.68%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Blackstone Family Investment Partnership III L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 1,044,225 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,044,225 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,044,225 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( )	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.28%	
14	TYPE OF REPORTING PERSON PN	



1	NAME OF REPORTING PERSON Blackstone Management Associates III L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 17,403,750 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 17,403,750 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,403,750 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( )	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.60%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Blackstone Management Partners III, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 17,683 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 17,683 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,683 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( )	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) .005%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Blackstone Group, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 17,683 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 17,683 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,683 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( )	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) .005%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Blackstone Group Management, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 17,683 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 17,683 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,683 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( )	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) .005%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Peter G. Peterson	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 21,575,774 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 21,575,774 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 21,575,774 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ( )	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.70%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON Stephen A. Schwarzman	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	<b>SEC USE ONLY</b>	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 21,575,774 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 21,575,774 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 21,575,774 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.70%	
14	TYPE OF REPORTING PERSON IN	

Responses to each item of this Statement on Schedule 13D (this “Schedule 13D”) are incorporated by reference into the response to each other item, as applicable.

## **Item 1. Security and Issuer**

This Schedule 13D relates to the shares of common stock, par value \$0.01 per share (the “Common Stock”), of Republic Services, Inc., a Delaware corporation (the “Issuer”). The principal executive offices of the Issuer are located at 110 S.E. 6<sup>th</sup> Street, Suite 2800, Fort Lauderdale, Florida 33301.

## **Item 2. Identity and Background**

This Schedule 13D is being filed jointly by Blackstone Capital Partners II Merchant Banking Fund L.P., a Delaware limited partnership (“BCP II”), Blackstone Offshore Capital Partners II L.P., a Cayman Islands exempted limited partnership (“BOCP II”), Blackstone Family Investment Partnership II L.P., a Delaware limited partnership (“BFIP II”), Blackstone Management Associates II L.L.C., a Delaware limited liability company (“BMA II”), Blackstone Capital Partners III Merchant Banking Fund L.P., a Delaware limited partnership (“BCP III”), Blackstone Offshore Capital Partners III L.P., a Cayman Islands exempted limited partnership (“BOCP III”), Blackstone Family Investment Partnership III L.P., a Delaware limited partnership (“BFIP III”), Blackstone Management Associates III L.L.C., a Delaware limited liability company (“BMA III”), Blackstone Management Partners III, L.L.C., a Delaware limited liability company (“BMP III”), Blackstone Group, L.P., a Delaware limited partnership (“BX”), Blackstone Group Management, LLC, a Delaware limited liability company (“BGM”), Mr. Peter G. Peterson and Mr. Stephen A. Schwarzman. BMA II is the sole general partner of BCP II and BFIP II and the sole investment general partner of BOCP II. Blackstone Services (Cayman) LDC, a Cayman Islands limited duration company, is the administrative general partner of BOCP II. Pursuant to the partnership agreement of BOCP II, BMA II has the sole power to vote securities held by BOCP II and the sole power to dispose of securities held by BOCP II. . BMA III is the sole general partner of BCP III and BFIP III and the sole investment general partner of BOCP III. Blackstone Services (Cayman) LDC, a Cayman Islands limited duration company, is the administrative general partner of BOCP III. Pursuant to the partnership agreement of BOCP III, BMA III has the sole power to vote securities held by BOCP III and the sole power to dispose of securities held by BOCP II. BCP II, BOCP II, BFIP II, BMA II, BOCP III. BCP III, BOCP III, BFIP III, BMA III, BMP III, BX and BGM will hereinafter be referred to collectively as the “Blackstone Entities.” BMP III is the investment advisor to certain of the Blackstone Entities. The agreement among the Blackstone Entities and Messrs. Peterson and Schwarzman (collectively, the “Reporting Persons”) relating to the joint filing of this statement is attached as Exhibit 1 hereto.

The principal business of BCP II, BOCP II and BFIP II consists of committing capital to facilitate corporate restructurings, leveraged buyouts, bridge financings and other investments. The principal business of BMA II consists of performing the functions of, and serving as, the general partner of BCP II and the investment general partner of BOCP II. The principal business and office address of BCP II, BFIP II and BMA II is 345 Park Avenue, New York, New York 10154. The principal business and office address of BOCP II is Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9002, Cayman Islands.

Messrs. Peter G. Peterson and Stephen A. Schwarzman are the founding members (the “Founding Members”) of BMA II. The other members of BMA II are David Blitzer, Chinh E. Chu, Robert L. Friedman, Lawrence H. Guffey, J. Tomilson Hill, Michael A. Puglisi, Neil P. Simpkins and Kenneth C. Whitney (collectively and together with the Founding Members, the “Members”). Each of the Members is a United States citizen. The principal occupations of each of the Members is serving as an executive of one or more of the Blackstone Entities and their affiliates. The Founding Members also serve as managing members of BMA II. The business address of each of the Members is 345 Park Avenue, New York, New York 10154.

The principal business of BCP III, BOCP III and BFIP III consists of committing capital to facilitate corporate restructurings, leveraged buyouts, bridge financings and other investments. The principal business of BMA III consists of performing the functions of, and serving as, the general partner of BCP III and the investment general partner of BOCP II. The principal business and office address of BCP III, BFIP III and BMA III is 345 Park Avenue, New York, New York 10154. The principal business and office address of BOCP III is Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9002, Cayman Islands.

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Messrs. Peter G. Peterson and Stephen A. Schwarzman are the founding members (the “Founding Members”) of BMA III. The other members of BMA III are Joseph Baratta II, Paul Carl Schorr IV, David Blitzer, Michael S. Chae, Chinh E. Chu, David I. Foley, Robert L. Friedman, Lawrence H. Guffey, Akhil Gupta, J. Tomilson Hill, Hamilton E. James, Prakash A. Melwani, Garrett Moran, Michael A. Puglisi, James Quella, Neil P. Simpkins and Kenneth C. Whitney (collectively and together with the Founding Members, the “Members”). Each of the Members is a United States citizen. The principal occupations of each of the Members is serving as an executive of one or more of the Blackstone Entities and their affiliates. The Founding Members also serve as managing members of BMA III. The business address of each of the Members is 345 Park Avenue, New York, New York 10154.

During the last five years, none of BCP II, BOCP II, BFIP II, BMA II, BCP III, BOCP III and BFIP III nor any of the Members has (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violations of such laws.

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### **Item 3. Source and Amount of Funds or Other Consideration**

This Schedule 13D is being filed in connection with the acquisition by the Reporting Persons of an aggregate of 21,575,774 shares of Common Stock in exchange for 47,946,163 shares of Allied Waste Industries, Inc. in connection with its merger with and into a wholly-owned subsidiary of the Issuer.

### **Item 4. Purpose of Transaction**

On December 5, 2008, pursuant to the Merger Agreement, certain of the Reporting Persons acquired shares of Common Stock of the Issuer as described above (the "Investment") for investment purposes. The Reporting Persons intend to review their Investment in the Issuer on an ongoing basis. Depending on their review and evaluation of the business and prospects of the Issuer, and subject to applicable securities laws and the price level of the Issuer Common Stock, or such other factors as they may deem relevant, the Reporting Persons may acquire additional shares of Issuer Common Stock or other securities of the Issuer, may sell all or any part of their Issuer Common Stock pursuant to Rule 144, in privately negotiated transactions or in sales registered or exempt from registration under the Securities Act of 1933, may distribute Issuer Common Stock to various of their partners or members or may engage in any combination of the foregoing. Subject to applicable law, the Reporting Persons may enter into derivative transactions, hedging transactions or alternative structures with respect to the Issuer Common Stock. Any open market or privately negotiated purchases, sales, distributions or other transactions may be made at any time without additional prior notice. Any alternative that the Reporting Persons may pursue will depend upon a variety of factors, including without limitation, current and anticipated future trading prices of the Issuer Common Stock, the financial condition, results of operations and prospects of the Issuer, general economic, financial market and industry conditions, other investment and business opportunities available to the Reporting Persons, tax considerations and other factors.

As a result of the Reporting Persons' continuous review and evaluation of the business of the Issuer, the Reporting Persons may communicate with the Board, members of management and/or other stockholders from time to time with respect to operational, strategic, financial or governance matters or otherwise work with management and the Board with a view to maximizing stockholder value.

Other than as described in this Item 4, none of the Reporting Persons, nor, to the knowledge of each Reporting Person, any of the Members, has any current plans or proposals that relate to or that would result in any of the transactions or other matters specified in clauses (a) through (j) of Item 4 of Schedule 13D; provided, that the Reporting Persons may, at any time, review or reconsider their position with respect to the Issuer and reserve the right to develop such plans or proposals.

The response to Item 3 of this Schedule 13D is incorporated herein by reference.

### **Item 5. Interest in Securities of the Issuer**

(a) As of the date hereof, (i) BCP II holds 2,975,195 shares of Common Stock, or approximately 0.79% of the outstanding Common Stock; (ii) BOCP II holds 883,074 shares of Common Stock, or approximately 0.23% of the outstanding Common Stock; (iii) BFIP II holds 296,072 shares of Common Stock, or approximately 0.08% of the outstanding Common Stock; (iv) BCP III holds 13,800,706 shares of Common Stock, or approximately 3.65% of the outstanding Common Stock; (v) BOCP III holds 2,558,819 shares of Common Stock, or approximately 0.68% of the outstanding Common Stock; (vi) BFIP III holds 1,044,225 shares of Common Stock, or approximately 0.28% of the outstanding Common Stock; and (vii) BMP III holds 17,683 shares of Common Stock, or approximately 0.005% of the outstanding Common Stock. The beneficial ownership percentages set forth herein are based on the assumption that the Issuer has 378,362,343 shares of Common Stock outstanding.

(b) See rows 7-10 of each cover page for information regarding the power to vote or direct the vote and the power to dispose or direct the disposition of shares of Common Stock by the Reporting Persons.

(c) Except as set forth in this Schedule 13D, none of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the Members, has engaged in any transaction in any shares of Common Stock since the date of the last filing on Schedule 13D by the Reporting Persons.

(d) The Blackstone Entities have the right to receive and the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock being acquired by them. To the best knowledge of the Reporting Persons, no person, other than the Reporting Persons and the Members, has the right to receive or the power to direct the receipt of dividends from the proceeds from the sale of, the shares of Common Stock being acquired by the Blackstone Entities.

(e) Not Applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Under the Third Amended and Restated Shareholders' Agreement between Blackstone and Allied Waste Industries, Inc. Blackstone had certain rights to require that Allied register under the Securities Act of 1933 the offer and sale of the Allied shares held by Blackstone. In connection with the merger, Blackstone and the Issuer have entered into an agreement providing Blackstone with registration rights for the Issuer common stock it has received pursuant to the merger.

The responses to Item 3, 4 and 5 of this Schedule 13D and the documents included as Exhibits 1 through 3 are included herein by reference.

#### **Item 7. Material to Be Filed as Exhibits**

The following documents are filed as exhibits:

<u>Exhibit</u>	<u>Title</u>
1.	Joint Filing Agreement, dated December 15, 2008, among the Reporting Persons relating to the filing of a joint statement on Schedule 13D.
2.	Agreement and Plan of Merger dated as of June 22, 2008 by and among Republic Services, Inc., RS Merger Wedge, Inc. and Allied Waste Industries, Inc (incorporated by reference from the Issuer's Current Report on Form 8-K filed on June 23, 2008)
3.	Letter Agreement among the Blackstone Entities and the Issuer relating to Blackstone's registration rights, dated December 2, 2008

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SIGNATURE

After reasonable inquiry and to the best knowledge and belief of each of the undersigned, each of the undersigned certifies that the information set forth in this statement with respect to such person is true, complete and correct.

Dated: December 15, 2008

BLACKSTONE CAPITAL PARTNERS II  
MERCHANT BANKING FUND L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES II L.L.C.

By:           /s/ David Foley          

Name: David Foley  
Title: Senior Managing Director

BLACKSTONE OFFSHORE CAPITAL PARTNERS II  
L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES II L.L.C.

By:           /s/ David Foley          

Name: David Foley  
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT  
PARTNERSHIP II L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES II L.L.C.

By:           /s/ David Foley          

Name: David Foley  
Title: Senior Managing Director

BLACKSTONE MANAGEMENT  
ASSOCIATES II L.L.C.

By:           /s/ David Foley          

Name: David Foley  
Title: Senior Managing Director

BLACKSTONE CAPITAL PARTNERS III  
MERCHANT BANKING FUND L.P.

By: BLACKSTONE MANAGEMENT

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ASSOCIATES III L.L.C.

By:                   /s/ David Foley                  

Name: David Foley

Title: Senior Managing Director

BLACKSTONE OFFSHORE CAPITAL PARTNERS  
III L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES III L.L.C.

By:                   /s/ David Foley                  

Name: David Foley

Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT  
PARTNERSHIP III L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES III L.L.C.

By:                   /s/ David Foley                  

Name: David Foley

Title: Senior Managing Director

BLACKSTONE MANAGEMENT  
ASSOCIATES III L.L.C.

By:                   /s/ David Foley                  

Name: David Foley

Title: Senior Managing Director

BLACKSTONE GROUP, L.P.

By: BLACKSTONE GROUP MANAGEMENT  
L.L.C.

By:                   /s/ David Foley                  

Name: David Foley

Title: Senior Managing Director

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BLACKSTONE GROUP MANAGEMENT L.L.C.

By:           /s/ David Foley            
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE MANAGEMENT PARTNERS III LLC

By:           /s/ David Foley            
Name: David Foley  
Title: Senior Managing Director

          /s/ Peter G. Peterson            
Peter G. Peterson

          /s/ Stephen A. Schwarzman            
Stephen A. Schwarzman

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a Statement on Schedule 13D (including amendments thereto) with respect to the Common Stock, par value \$0.01 per share, of Republic Services, Inc., a Delaware corporation, and that this Agreement may be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of December 15, 2008.

BLACKSTONE CAPITAL PARTNERS II  
MERCHANT BANKING FUND L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES II L.L.C.

By:           /s/ David Foley            
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE OFFSHORE CAPITAL PARTNERS II  
L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES II L.L.C.

By :           /s/ David Foley            
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT  
PARTNERSHIP II L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES II L.L.C.

By :           /s/ David Foley            
Name: David Foley  
Title: Senior Managing Director

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BLACKSTONE MANAGEMENT  
ASSOCIATES II L.L.C.

By:                   /s/ David Foley                    
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE CAPITAL PARTNERS III  
MERCHANT BANKING FUND L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES III L.L.C.

By :                   /s/ David Foley                    
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE OFFSHORE CAPITAL PARTNERS  
III L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES III L.L.C.

By :                   /s/ David Foley                    
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT  
PARTNERSHIP III L.P.

By: BLACKSTONE MANAGEMENT  
ASSOCIATES III L.L.C.

By :                   /s/ David Foley                    
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE MANAGEMENT  
ASSOCIATES III L.L.C.

By:                   /s/ David Foley                    
Name: David Foley  
Title: Senior Managing Director

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BLACKSTONE GROUP, L.P.

By: BLACKSTONE GROUP MANAGEMENT  
L.L.C.

By: :           /s/ David Foley            
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE GROUP MANAGEMENT L.L.C.

By: :           /s/ David Foley            
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE MANAGEMENT PARTNERS III LLC

By: :           /s/ David Foley            
Name: David Foley  
Title: Senior Managing Director

          /s/ Peter G. Peterson            
Peter G. Peterson

          /s/ Stephen A. Schwarzman            
Stephen A. Schwarzman





December 2, 2008

Blackstone Capital Partners III Merchant Banking Fund L.P.  
Blackstone Offshore Capital Partners III L.P.  
Blackstone Family Investment Partnership III L.P.  
345 Park Avenue  
New York, New York 10154

Ladies and Gentlemen:

Reference is made to the First Amendment to the Second Amended and Restated Registration Rights Agreement, dated as of December 28, 2006 (the "Registration Rights Agreement") by and among Allied Industries, Inc., a Delaware corporation ("Allied") and the other signatories thereto. Reference is also made to that certain Agreement and Plan of Merger, dated June 22, 2008, by and among Republic Services, Inc., a Delaware corporation ("Republic"), RS Merger Wedge, Inc. ("RS Merger Wedge"), and Allied, providing for the merger (the "Merger") of RS Merger Wedge with and into Allied, subject to the terms and conditions therein. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Registration Rights Agreement.

This letter agreement (this "Agreement") will confirm our understanding that, if the Merger is consummated, Republic has agreed to grant Blackstone certain registration rights with respect to the shares of Republic received by Blackstone in the Merger (the "Registrable Securities") and Republic will, in place of Allied and to the extent described below, perform certain duties in connection therewith. Upon consummation of the Merger, this Agreement will be deemed to supersede the Registration Rights Agreement. This Agreement shall terminate and be of no further force and effect upon the earlier to occur of (i) the fifth anniversary of the Effective Time (as such term is defined in the Merger Agreement), or (iii) the first date after the Effective Time on which Blackstone and the Related Transferees (as defined in the Shareholders Agreement) cease to beneficially own more than 2% of the issued and outstanding shares of Republic common stock in the aggregate.

#### Registration Rights

Following the consummation of the Merger, Republic shall prepare and file or cause to be prepared and filed with the SEC as promptly as reasonably practicable following the Effective Time a registration statement for an offering to be made on a delayed or continuous basis pursuant to Rule 415 of the Securities Act (a "Shelf Registration Statement") registering the

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resale from time to time by Blackstone and the Related Transferees thereof of all of the Registrable Securities (the "Shelf Registration Statement"). The Shelf Registration Statement shall be on Form S-3, or another appropriate form permitting registration of such Registrable Securities for resale by Blackstone or the Related Transferees thereof in accordance with the methods of distribution reasonably elected by Blackstone or Related Transferees thereof and set forth in the Shelf Registration Statement. For the avoidance of doubt, the term "Shelf Registration Statement" shall include any WKSI Shelf.

Upon the request of Blackstone, and upon at least three (3) business days' notice from Republic shall, under the terms and subject to the conditions set forth herein, use its reasonable efforts to provide customary assistance to facilitate one or more "takedowns" off of the Shelf Registration Statement such number of Registrable Securities as may be designated by Blackstone in its request. The Company shall be obligated to provide customary assistance associated with such takedowns (as described below) in connection with no more than two such takedowns; provided that members of Republic senior management will not be obligated to participate in any "road show" presentations in connection with any unde rwritten offerings contemplated hereunder.

In connection with any sales pursuant to the Shelf Registration Statement, reasonable efforts shall be made by Blackstone and the Related Transferees not to knowingly sell Registrable Securities to any single buyer, acting individually or with others, who after completion of the distribution relating to such Registrable Securities, will beneficially own more than 15% of the issued and outstanding shares of Republic common stock, provided that for purposes of this sentence, the underwriter for such distribution, Blackstone and/or the Related Transferees may conclusively rely on such buyer's most recent filing with the Commission, in whole or in part, disclosing its ownership of Republic common stock, whether on any of Schedule 13D, Schedule 13F, Schedule 13G, Form 3, Form 4 or otherwise.

#### Covenants and Procedures

In connection with any registration and takedown contemplated by the previous paragraphs, Republic shall use its reasonable efforts to:

(i) register or qualify (and cooperate with Blackstone, the underwriter or underwriters, if any, and their counsel, in connection with the registration or qualification of) the securities covered by the registration statement for offer and sale under the securities or blue sky laws of each state and other United States jurisdiction as Blackstone or any underwriter reasonably requests;

(ii) keep each such registration or qualification effective, including through new filings, or amendments or renewals, during the period the registration statement or prospectus is required to be kept effective;

(iii) do any and all other acts or things necessary or advisable to enable the disposition in all United States jurisdictions of the Registrable Securities covered by the applicable registration statement, provided that Republic will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified;

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(iv) cooperate with Blackstone and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legends, to the extent such legends otherwise appear) representing Registrable Securities to be sold under the registration statement, and to enable such securities to be in such denominations and registered in such names as the managing underwriter or underwriters, if any, or Blackstone, may request, subject to the underwriters' obligation to return any certificates representing unsold securities.

(v) cause Registrable Securities covered by the registration statement to be registered with or approved by such other governmental agencies or authorities in the United States (including the registration of Registrable Securities under the Exchange Act) as may be necessary to enable Blackstone or the underwriter or underwriters, if any, to consummate the disposition of such securities;

(vi) in connection with an underwritten offering, obtain a "cold comfort" letter and, as applicable, a "long-form comfort letter" from Republic's independent public accountants, and an opinion of counsel for Republic, each in customary form and covering such matters of the type customarily covered by cold comfort letters and long form comfort letters and legal opinions in connection with public offerings of securities, as Blackstone reasonably requests; and

(vii) in connection with an underwritten offering, enter into such customary agreements (including an underwriting agreement containing such representations and warranties by Republic and such other terms and provisions, as are customarily contained in underwriting agreements for comparable offerings and are reasonably satisfactory to Republic) and take all such other actions as Blackstone or the underwriters participating in such offering and sale may reasonably request in order to expedite or facilitate such offering and sale (other than such actions which are disruptive to Republic or require significant management availability), including providing reasonable availability of appropriate members of senior management of Republic to provide customary due diligence assistance in connection with any offering. Notwithstanding the foregoing or anything to the contrary otherwise in this Agreement, in no event shall members of Republic senior management be obligated to (i) participate in any "road show" presentations in connection with any offerings contemplated by this Letter Agreement, or (ii) enter into any lockups or similar arrangements restricting the sale of securities.

Republic may delay a takedown requested hereunder, for a reasonable period (but not longer than 90 days) if, in the reasonable judgment of its Board of Directors, (i) a delay is necessary in light of pending financing transactions, corporate reorganizations, or other major events involving it, or (ii) filing at the time requested would materially and adversely affect the business or prospects of Republic in view of disclosures that may be thereby required.

#### Reimbursement of Costs, Fees and Expenses

Blackstone shall promptly reimburse the Company for any and all reasonable costs, fees and expenses which it may incur in connection with its performance under any of the foregoing paragraphs including, but not limited to, any and all legal, filing, printing, comfort letter and accounting or auditing fees which it may incur in connection with the Shelf

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Registration Statement and any assistance it may provide to facilitate any "takedowns" off of the Shelf Registration Statement as contemplated above.

#### Indemnification

In the event of any registration under the Securities Act by any registration statement pursuant to rights granted in this Agreement of Registrable Securities held by Blackstone, Republic will hold harmless Blackstone and each underwriter of such securities and each other person, if any, who controls Blackstone or such underwriter within the meaning of the Securities Act, against any losses, claims, damages, or liabilities (including legal fees and costs of court), joint or several, to which Blackstone or such underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, or liabilities (or any actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (i) contained, on its effective date, in any registration statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) contained in any preliminary prospectus or in the final prospectus (as amended or supplemented if Republic shall have filed with the SEC any amendment or supplement to the final prospectus) if used within the period which Republic is required to keep the registration to which such registration statement or prospectus relates current, or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus not misleading; and will reimburse Blackstone and each such underwriter and each such controlling person for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, or liability; provided, however, that Republic shall not be liable to Blackstone or its underwriters or controlling persons in any such case to the extent that any such loss, claim, damage, or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement or such amendment or supplement, in reliance upon and in conformity with information furnished to Republic by Blackstone or such underwriter specifically for use in the preparation thereof.

It shall be a condition precedent to the obligation of Republic to include in any registration statement any Registrable Securities of Blackstone that Republic shall have received from Blackstone an undertaking, reasonably satisfactory to Republic and its counsel, to indemnify and hold harmless (in the same manner and to the same extent as set forth in the preceding paragraph) Republic, each director of Republic, each officer of Republic who shall sign the registration statement, and any person who controls Republic within the meaning of the Securities Act, (i) with respect to any statement or omission from such registration statement, or any amendment or supplement to it, if such statement or omission was made in reliance upon and in conformity with information furnished to Republic by Blackstone specifically for use in the preparation of such registration statement or amendment or supplement, and (ii) with respect to compliance by Blackstone with applicable laws in effecting the sale or other disposition of the securities covered by such registration statement.

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Miscellaneous

For the avoidance of doubt, the provisions of this Agreement and the Registration Rights Agreement shall constitute the entire agreement and understanding of the parties hereto with respect to the transactions contemplated hereby and no other stockholder of Republic or Allied shall be entitled to make any claims hereunder.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts together shall constitute one agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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If the above correctly reflects our understanding and agreement with respect to the foregoing matters, please so confirm by signing and returning the enclosed copy of this Agreement.

REPUBLIC SERVICES, INC.

By: /s/ James E. O'Connor

Name: James E. O'Connor

Title: Chairman and Chief Executive Officer

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Agreed to and accepted as of the date first written above:

BLACKSTONE CAPITAL PARTNERS III MERCHANT BANKING FUND L.P.

By: Blackstone Management Associates III L.L.C.  
its General Partner

By: /s/ David Foley  
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE OFFSHORE CAPITAL PARTNERS III L.P.

By: Blackstone Management Associates III L.L.C.  
its General Partner

By: /s/ David Foley  
Name: David Foley  
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP III L.P.

By: Blackstone Management Associates III L.L.C.  
its General Partner

By: /s/ David Foley  
Name: David Foley  
Title: Senior Managing Director