

CITY OF SHREVEPORT * SUIT NUMBER: _____

VERSUS * 1ST JUDICIAL DISTRICT COURT

LIVE OAK ENVIRONMENTAL, LLC, * CADDO PARISH, LOUISIANA
WASTE CONNECTIONS BAYOU, INC,
BAYOU BELLE WASTE, INC., LOUISIANA
ENVIRONEMENTAL SERVICES, LLC,
GET RID OF IT AMERICA CORP., and
WASTE OPTIONS, LLC

**PETITION FOR BREACH OF SHREVEPORT CITY CODE
ORDINANCE 74-52 et seq, BREACH OF CONTRACT, DAMAGES,
AND REQUEST FOR PRELIMINARY AND PERMANENT INJUCTIONS**

The Petition of the CITY OF SHREVEPORT with respect shows that:

1.

Plaintiff, CITY OF SHREVEPORT, is Louisiana municipality organized pursuant to Louisiana law and having its principal place of business at 505 Travis Street, Shreveport, Louisiana 71101.

2.

Made Defendants herein are:

- a. **LIVE OAK ENVIRONMENTAL, LLC**, a Louisiana Limited Liability company doing business in Caddo Parish, Louisiana, with its principal office located at 4804 Hazel Jones Rd., Bossier City, Louisiana 71111;
- b. **WASTE CONNECTIONS BAYOU, INC.** a foreign corporation of the State of Delaware which is in fact doing business in the State of Louisiana, having its principal mailing address of 3 Waterway Square Place, Suite 110, Woodlands, Texas 77380, and having it principal business establishment in Louisiana at 500 Seven Oaks Blvd., Bridge City, Louisiana 70094;
- c. **BAYOU BELLE WASTE, INC.**, a corporation of the State of Louisiana with its principal office located at 10017 Drag Strip Rd., Keithville, Louisiana 71047;
- d. **LOUISIANA ENVIRONMENTAL SERVICES, LLC**, a Louisiana Limited Liability company doing business in Caddo Parish, Louisiana, with its principal office located at 8228 Ramblewood Drive, Shreveport, Louisiana 71107;
- e. **GET RID OF IT OF AMERICA CORP.** a foreign corporation of the State of Delaware which is in fact doing business in the Parish of Caddo, State of Louisiana, having a principal mailing address of 313 Ready Rd., El Dorado, Arkansas 71730 and having its principal business establishment in Louisiana at 1101 Royal Ave., Monroe, Louisiana 71207;
- f. **WASTE OPTIONS, LLC**, a Louisiana Limited Liability company doing business in Caddo Parish, Louisiana, with its principal office located at 8905 Dixie Blanchard Rd., Shreveport, Louisiana 71107.

JURISDICTION AND VENUE

3.

This Honorable Court has subject matter jurisdiction over the claims and controversies set forth herein pursuant to the Constitution of the State of Louisiana, Article 2 of the Louisiana Code of Civil Procedure, Title IV of the Louisiana Civil Code, and other Louisiana state laws and city ordinances as set forth hereinbelow.

4.

This Honorable Court is a court of proper venue pursuant to Louisiana Code of Civil Procedure art. 74 as Caddo Parish is the parish where the damages suffered by the City of Shreveport were sustained.

I.
BACKGROUND

5.

Louisiana Revised Statutes 33:4169.1, entitled 'Municipal and parish authority over collection and disposal of garbage and trash; franchising, permitting, and licensing; assessment and collection of service charge,' provides, in pertinent part:

A. The governing authority of every parish or municipality shall have the following powers:

(1) To engage in the collection and disposal of garbage and trash within its jurisdiction in cooperation with, or to the exclusion of, other garbage and trash collectors.

(2) To grant permits, licenses, exclusive or nonexclusive franchises, or any combination thereof to garbage and trash collectors and disposers.

(4) To assess a service charge against any person provided any service pursuant to Paragraphs (1) or (2).

(5) To otherwise regulate the collection and disposal of garbage and trash.

6.

Shreveport Code of Ordinances Section 74-53 specifically requires that any person who hauls waste from any place of business for hire within the city limits of Shreveport to obtain a permit from the City. More specifically Sec.74-53 provides in pertinent part:

Sec. 74-53. Permitting rules, regulations, procedures and fees.

- (a) Any person who **collects** solid waste from any place or business for hire within the corporate limits of the city **or hauls** any waste to a city-owned disposal facility shall be required to obtain a permit from the city prior to conducting such operations within the city.
- (b) Permits are required for any vehicle which hauls solid waste.
- (c) Annual permit fees shall be \$1,000.00 for each collection-for-hire business or operation, plus \$250.00 for each vehicle used to haul solid waste.
- (g) Permits shall be for a 12-month period and must be renewed at least 60 days prior to expiration date.

7.

Shreveport Code of Ordinances Section 74-52.1 specifically requires (with limited exceptions) that all persons required to obtain a permit pursuant to Sec 74-53 “shall dispose of” all solid waste only at Woolworth Road Landfill, which is the city owned landfill. More specifically Sec.74-52.1 provides in pertinent part:

Sec. 74-52.1. Disposal of solid waste.

- (a) Except as provided in subsections (b), (c), (d) and (e) of this section, all persons required to obtain a permit from the city under section 74-53 **shall dispose** of all solid waste and rubbish collected pursuant to this section, or an equivalent amount as determined by the director of operational services, **only at the Woolworth Road Landfill.**
- (g) Notwithstanding the provisions of section 74-57 and in addition to the application of any other local, state or federal rules, regulations and statutes concerning waste handling and disposal, any person required to obtain a permit from the city under section 74-53 shall be fined \$500.00 per vehicle per day for any violation of this section, each day of violation constituting an individual and separable offense.

8.

Every private hauler that hauls waste within the city limits of Shreveport enters into a contract with the City of Shreveport that specifically states that the hauler will dispose of all waste collected within the city limits of Shreveport at Woolworth Road Regional Solid Waste Facility D-017-1909.

9.

The Shreveport Private Haulers Permit Application specifically states:

Sanitary landfill information:

State name and location of landfill where waste is to be disposed of along with facility number: Woolworth Road Regional Solid Waste Facility D-17-1909;

10.

Every private hauler who permits with the City of Shreveport must have a Company Official attest that the facts stated in its application are true and correct. The Shreveport Private Haulers Permit Application specifically states:

I DO HEREBY state that the aforementioned information is true and correct to the best of my knowledge. I do understand that if any information is found to be incorrect, that this will be reason for revocation of the permit, if approved.

11.

In the 1980's, Mayor John Hussey developed the Woolworth Road Landfill. Subsequently, the City of Shreveport enacted legislation commonly referred to as "Flow Control." The revenues generated from the Woolworth landfill funded the City's sanitation department which include the residential garbage pickup for citizens of Shreveport.

12.

The citizens of Shreveport were not charged a "sanitation" fee for their residential garbage pickup.

13.

In 2015, the City of Shreveport began to see a decrease in revenues at the Woolworth landfill, partially as a result of the actions of the defendants that diverted waste in violation of the City's Flow Control ordinances and breach of contracts.

14.

As a result of the the decrease in revenue to the Woolworth landfill, the City of Shreveport, in 2019, was forced to place a "Sanitation Fee" on the citizens of Shreveport in the amount of \$7.00 per month per customer.

15.

The defendants' illegal actions of diverting the waste and revenue stream from Woolworth landfill to other landfills are directly responsible for a portion of the cost to the citizens of

Shreveport.

16.

In 2019, the City of Shreveport created a Sanitation Enterprise Fund where all revenues from the sanitation department are in an enterprise fund to fund the operations of the sanitation department. As a result of the illegal actions of the defendants, the Sanitation Enterprise Fund has operated at a deficit and the City has had to supplement the Sanitation Enterprise Fund from its General Fund. By using the City's General Fund dollars to supplement the Sanitation Fund, it is taking money that could be used for Police, Fire, and other departments.

II.
LIVE OAK ENVIRONMENTAL, LLC

17.

Live Oak Environmental, LLC ("Live Oak") is a Louisiana Limited Liability Company doing business in Shreveport, Caddo Parish, Louisiana with its principal place of business located at 4804 Hazel Jones, Rd., Bossier City, Louisiana 71111. Live Oak's officers are William Morris, III, 4320 Marlena St., Bossier City, Louisiana, and Live Oak Environment Buyers, LLC, 5105 Fifth Avenue, 25th floor, New York, New York, 10017.

18.

Live Oak registered as a Louisiana Limited Liability Company on February 6, 2015.

19.

During 2015, Live Oak began a plan and pattern of activity to willfully and intentionally circumvent the City of Shreveport's Code of Ordinances that regulate the collection and disposal of garbage, waste, and trash.

20.

Upon information and belief, it was and is the intent of Live Oak to divert waste that is subject to the City of Shreveport's Code of Ordinances to the Mundy Landfill in Desoto Parish, Louisiana for its own financial gain.

21.

In October 2016, Live Oak solicited a Solid Waste Consulting, Sales, & Marketing Agreement for Mundy Landfill with the Parish of Desoto. The specific intent of Live Oak was to "divert" waste streams, including waste subject to the City of Shreveport's Code of Ordinances and

required to be disposed of at Woolworth Road Regional Solid Waste Facility (“Woolworth”).

22.

More specifically, Live Oak in its marketing presentation to Desoto Parish for the marketing agreement stated:

We believe that these very same pricing strategies have now reached a price point so as to allow us the opportunity to impact this market place **and divert waste streams, both MSW and Special Waste to Mundy Landfill.**

And;

Live Oak Environmental will make every reasonable effort **to divert all collected tonnages in Bossier and Caddo Parishes to Mundy Landfill.**

23.

On February 2, 2016, Live Oak and Desoto Parish, Louisiana entered into a Solid Waste Consulting, Sales, & Marketing Agreement for Mundy Landfill whereby Live Oak would receive commissions for waste “diverted” to Mundy Landfill.

24.

Live Oak has conducted a pattern of activity to willfully and intentionally “divert” waste and the revenues from the waste collected within the city limits of Shreveport to Mundy Landfill. Additionally, Live Oak has solicited other waste haulers subject to the Code of Ordinances for the City of Shreveport to “divert” waste and the revenues from the waste from the City of Shreveport for its personal financial gain, all in violation of the City of Shreveport’s Code of Ordinances.

A.

LIVE OAK VIOLATIONS OF SHREVEPORT CODE OF ORDINANCES SEC. 74-53.

25.

Live Oak is a commercial waste hauler for hire subject to the rules and regulations of the City of Shreveport, more specifically Shreveport Code of Ordningances 74:52 et. seq.

26.

Pursuant to the City of Shreveport Code of Ordinance Sec. 74-53, Live Oak is “required to obtain a permit from the city” every year prior to conducting operations within the City and is required to dispose of all waste collected within the city limits of Shreveport at Woolworth Road landfill.

27.

Live Oak has willfully and intentionally violated City of Shreveport Code of Ordinance Sec. 74-53 for a period beginning June 1, 2020 through this date.

28.

Live Oak is liable to the City of Shreveport for the sum of \$500.00 per vehicle per day for each and every vehicle that has hauled waste in the City of Shreveport since June 1, 2020. Each day of violation constitutes an individual and separable offense.

B.
BREACH OF CONTRACT

29.

As consideration for the privilege to haul waste for hire within the city limits of Shreveport, Live Oak contracted with the City of Shreveport to haul all waste it collected within the city limits of Shreveport to Woolworth landfill. A copy of a Private Hauler Permit Application is attached hereto as Exhibit "A".

30.

During 2015, Live Oak contracted with the City of Shreveport to permit waste hauling trucks to operate within the City of Shreveport. The permits were valid from the date that each permit was issued until May 31, 2016. Each year Live Oak would renew the vehicle permits with an expiration date of May 31 for the respective years. Periodically throughout each year, Live Oak would remove and add additional vehicles.

31.

During the existence of these contracts, Live Oak breached the contract and violated City of Shreveport Code of Ordinance Sec. 74-53 by taking waste it collected within the city limits of Shreveport and "diverting" the waste to landfills other than the required contracted landfill, Woolworth.

32.

Live Oak is liable to the City of Shreveport for damages as a result of the Breach of Contract in the amount of \$500.00 per vehicle per day for any violation.

33.

Alternatively, Live Oak is liable to the City of Shreveport for damages as a result of its Breach of Contract and violation of City of Shreveport Code of Ordinance Sec. 74-52.1 during the time period that Live Oak operated without a valid permit, for the monetary amount of the waste tonnage collected within the city limits of Shreveport and diverted from the Woolworth Road landfill to other landfills.

III.
WASTE CONNECTIONS BAYOU, INC.

34.

WASTE CONNECTIONS BAYOU, INC. (“WASTE CONNECTIONS”) is a foreign corporation of the State of Delaware, which is in fact doing business in Caddo Parish, State of Louisiana, having a principal mailing address of 3 Waterway Square Place, Suite 110, Woodlands, Texas 77380.

35.

Waste Connections operated and was known as IESI LA Corporation, from October 25, 2000 – January 1, 2012; Progressive Waste Solutions of Louisiana, Inc. from January 1, 2012 – June 14, 2018; and Waste Connections Bayou, Inc. June 14, 2018 – present.

A.
WASTE CONNECTIONS VIOLATIONS OF
SHREVEPORT CODE OF ORDINANCES SEC. 74-53.

36.

Waste Connections is a commercial waste hauler for hire subject to the rules and regulations of the City of Shreveport, more specifically Shreveport Code of Ordinances 74:52 et. seq.

37.

Pursuant to the City of Shreveport Code of Ordinance Sec. 74-53, Waste Connections is “required to obtain a permit from the city” every year prior to conducting operations within the city and is required to dispose of all waste collected within the city limits of Shreveport at Woolworth Road landfill.

38.

Waste Connections has willfully and intentionally violated City of Shreveport Code of Ordinance Sec. 74-53 for operating waste hauling for hire operations in the City of Shreveport

without a permit.

39.

In 2015, Waste Connections permitted 14 vehicles. In 2016 and 2017, Waste Connections permitted 19 vehicles. The vehicles permitted in 2017 expired on October 31, 2018. Waste connections did not obtain any permits while conducting waste hauling services in the city of Shreveport from November 1, 2018 until December 8, 2020. On December 8, 2020, after the receipt of a certified letter from the Director of Public Works, Waste Connections requested and received permits for 7 vehicles.

40.

Waste Connections is liable to the City of Shreveport for the sum of \$500.00 per vehicle per day for each and every vehicle that has hauled waste in the city limits of Shreveport that was not properly permitted pursuant to Sec. 74-53. Each day of violation constitutes an individual and separable offense.

B.
BREACH OF CONTRACT

41.

As consideration for the privilege to haul waste for hire within the City of Shreveport, Waste Connections contracted with Shreveport to haul all waste it collected within the city limits of Shreveport to Woolworth landfill. A copy of a Waste Connection Private Hauler Permit Application is attached hereto as Exhibit "B".

42.

Waste Connections contracted with the City of Shreveport to permit waste hauling trucks to operate within the City of Shreveport. The permits were valid from the date that each permit was issued until October 31st of each respective year. Periodically throughout each year, Waste Connections would remove and add additional vehicles.

43.

During the existence of these contracts, Waste connections breached the contract by taking waste it collected within the city limits of Shreveport and "diverting" the waste to landfills other than the contracted landfill, Woolworth.

44.

Waste Connections is liable to the City of Shreveport for damages suffered as a result of the Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 in the amount of \$500.00 per vehicle per day for any violation.

45.

Alternatively, Waste Connections is liable to the City of Shreveport for damages suffered as a result of its Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 for the monetary amount of the waste tonnage diverted from the Woolworth Road landfill during the time period that Waste Connections operated without a valid permit.

IV.
LOUISIANA ENVIRONMENTAL SERVICES, LLC

46.

LOUISIANA ENVIRONMENTAL SERVICES, LLC, (“Louisiana Environmental”) a Louisiana Limited Liability Company doing business in Caddo Parish, Louisiana, with its principal office located at 8228 Ramblewood Drive, Shreveport, Louisiana 71107.

47.

Louisiana Environmental operates a commercial waste hauling for hire company within the city limits of Shreveport, Louisiana.

A.
LOUISIANA ENVIRONMENTAL SERVICES, LLC VIOLATIONS OF
SHREVEPORT CODE OF ORDINANCES SEC. 74-53.

48.

Louisiana Environmental is a commercial waste hauler for hire subject to the rules and regulations of the City of Shreveport, more specifically Shreveport Code of Ordinances 74:52 et. seq.

49.

Pursuant to the City of Shreveport Code of Ordinance Sec. 74-53, Louisiana Environmental is “required to obtain a permit from the city” every year prior to conducting operations within the city and is required to dispose of all waste collected within the city limits of Shreveport at Woolworth Road landfill.

50.

Louisiana Environmental has willfully and intentionally violated City of Shreveport Code of Ordinance Sec. 74-53 for operating waste hauling for hire operations in the City of Shreveport without a permit.

51.

In 2015-2019, Louisiana Environmental permitted 6 vehicles each year. The vehicles permitted in 2019 expired on March 31, 2020. Louisiana Environmental did not obtain any permits while conducting waste hauling services in the City of Shreveport from April 1, 2020.

52.

Louisiana Environmental is liable to the City of Shreveport for the sum of \$500.00 per vehicle per day for each and every vehicle that has hauled waste in the City of Shreveport that was not properly permitted pursuant to Sec. 74-53. Each day of violation constitutes an individual and separable offense.

B.
BREACH OF CONTRACT

53.

As consideration for the privilege to haul waste for hire within the City of Shreveport, Louisiana Environmental contracted with Shreveport to haul all waste it collected within the city limits of Shreveport to Woolworth landfill. A copy of a Louisiana Environmental Private Hauler Permit Application is attached hereto as Exhibit "C".

54.

Louisiana Environmental contracted with the City of Shreveport to permit waste hauling trucks to operate within the City of Shreveport. The permits were valid from the date that each permit was issued until March 31st of each respective year.

55.

During the existence of these contracts, Louisiana Environmental breached the contract by taking waste it collected within the city limits of Shreveport and “diverting” the waste to landfills other than the contracted landfill, Woolworth.

56.

Louisiana Environmental is liable to the City of Shreveport for damages suffered as a result of the Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 in the amount of \$500.00 per vehicle per day for any violation.

57.

Alternatively, Louisiana Environmental is liable to the City of Shreveport for damages suffered as a result of its Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 for the monetary amount of the waste tonnage diverted from the Woolworth Road landfill during the time period that Louisiana Environmental operated without a valid permit.

V.
BAYOU BELLE WASTE, LLC

58.

BAYOU BELLE WASTE, INC. (“Bayou Belle”) is a corporation of the State of Louisiana with its principal office located at 10017 Drag Strip Rd., Keithville, Louisiana 71047.

59.

Bayou Belle operates a commercial waste hauling for hire company within the city limits of Shreveport, Louisiana.

A.
**BAYOUR BELLE WASTE, INC.’S VIOLATIONS OF
SHREVEPORT CODE OF ORDINANCES SEC. 74-52 ET SEQ.**

60.

Bayou Belle is a commercial waste hauler for hire subject to the rules and regulations of the City of Shreveport, more specifically Shreveport Code of Ordningances 74:52 et. seq.

61.

Pursuant to the City of Shreveport Code of Ordinance Sec. 74-53, Bayou Belle is “required to obtain a permit from the city” every year prior to conducting operations within the city and is required to dispose of all waste collected within the city limits of Shreveport at Woolworth Road landfill.

B.
BREACH OF CONTRACT

62.

As consideration for the privilege to haul waste for hire within the city of Shreveport, Bayou Belle contracted with Shreveport to haul all waste it collected within the city limits of Shreveport to Woolworth landfill. A copy of a Bayou Belle Private Hauler Permit Application is attached here to as Exhibit “D”.

63.

Bayou Belle contracted with the City of Shreveport to permit waste hauling trucks to operate within the City of Shreveport. The permits were valid from the date that each permit was issued until March 31st of each respective year.

64.

During the existence of these contracts, Bayou Belle breached the contract by taking waste it collected within the city limits of Shreveport and “diverting” the waste to landfills other than the contracted landfill, Woolworth.

65.

Bayou Belle is liable to the City of Shreveport for damages suffered as a result of the Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 in the amount of \$500.00 per vehicle per day for any violation.

66.

Alternatively, Bayou Belle is liable to the City of Shreveport for damages suffered as a result of its Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 for the monetary amount of the waste tonnage diverted from the Woolworth Road landfill during the time period that Bayou Belle operated without a valid permit.

C.
Past Due Amounts

67.

Bayou Belle maintained an open account with Plaintiff for disposal fees and incurred charges.

68.

Bayou Belle is justly and truly indebted to Plaintiff in the amount of One Hundred Sixty Seven Thousand Six Hundred Thirty One and 39 /100 (\$167,631.00) DOLLARS, less any payments made by Bayou Belle from June 30, 2021, together with legal interest thereon from the date judicial demand until paid, and for reasonable attorney's fees and all costs of these proceedings.

VI.
GET RID OF IT AMERICA CORP.

69.

GET RID OF IT OF AMERICACORP. (“Get Rid of It America”) is a foreign corporation of the State of Delaware which is in fact doing business in the Parish of Caddo, State of Louisiana, having its principal mailing address of 313 Ready Rd., El Dorado, Arkansas 71730 and having its principal business establishment in Louisiana at 1101 Royal Ave., Monroe, Louisiana 71207.

70.

Get Rid of It America operates a commercial waste hauling for hire company within the city limits of Shreveport, Louisiana.

A.
GET RID OF IT OF AMERICACORP.’S VIOLATIONS OF SHREVEPORT CODE OF ORDINANCES SEC. 74-52 ET SEQ.

71.

Get Rid of It America is a commercial waste hauler for hire subject to the rules and regulations of the City of Shreveport, more specifically Shreveport Code of Ordningances 74:52 et. seq.

72.

Pursuant to the City of Shreveport Code of Ordinance Sec. 74-53, Get Rid of It America is “required to obtain a permit from the city” every year prior to conducting operations within the city

and is required to dispose of all waste collected within the city limits of Shreveport at Woolworth Road landfill.

B.
BREACH OF CONTRACT

73.

As consideration for the privilege to haul waste for hire within the City of Shreveport, Get Rid of It America contracted with Shreveport to haul all waste it collected within the city limits of Shreveport to Woolworth landfill. A copy of a Get Rid of It America Private Hauler Permit Application is attached here to as Exhibit "E".

74.

Get Rid of It America contracted with the City of Shreveport to permit waste hauling trucks to operate within the City of Shreveport. The permits were valid from the date that each permit was issued until April 30th of each respective year.

75.

During the existence of these contracts, Get Rid of It America breached the contract by taking waste it collected within the city limits of Shreveport and "diverting" the waste to landfills other than the contracted landfill, Woolworth.

76.

Get Rid of It America is liable to the City of Shreveport for damages suffered as a result of the Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 in the amount of \$500.00 per vehicle per day for any violation.

77.

Alternatively, Get Rid of It America is liable to the City of Shreveport for damages suffered as a result of its Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 for the monetary amount of the waste tonnage diverted from the Woolworth Road landfill during the time period that Get Rid of It America operated without a valid permit.

VII.
WASTE OPTIONS, LLC

78.

WASTE OPTIONS, LLC, ("Waste Options") is a Louisiana Limited Liability company

doing business in Caddo Parish, Louisiana, with its principal office located at 8905 Dixie Blanchard Rd., Shreveport, Louisiana 71107.

79.

Waste Options operates a commercial waste hauling for hire company within the city limits of Shreveport, Louisiana.

A.
WASTE OPTIONS, LLC VIOLATIONS OF
SHREVEPORT CODE OF ORDINANCES SEC. 74-53.

80.

Waste Options is a commercial waste hauler for hire subject to the rules and regulations of the City of Shreveport, more specifically Shreveport Code of Ordinances 74:52 et. seq.

81.

Pursuant to the City of Shreveport Code of Ordinance Sec. 74-53, Waste Options is “required to obtain a permit from the city” every prior to conducting such operations within the city and is required to dispose of all waste collected within the city limits of Shreveport at Woolworth Road landfill.

82.

Waste Options has willfully and intentionally violated City of Shreveport Code of Ordinance Sec. 74-53 for operating waste hauling for hire operations in the city of Shreveport without a permit.

83.

In 2017, Waste Options requested its initial permits for three vehicles. The vehicles permitted in 2017 expired on September 30, 2018. In 2018, requested permits for three vehicles that expired on September 30, 2019. Waste Options did not obtain any permits while conducting waste hauling services in the city of Shreveport from October 1, 2019 until July 21, 2021.

84.

Waste Options is liable to the City of Shreveport the sum of \$500.00 per vehicle per day for each and every vehicle that has hauled waste in the City of Shreveport that was not properly permitted pursuant to Sec. 74-53. Each day of violation constitutes an individual and separable offense.

B.
BREACH OF CONTRACT

85.

As consideration for the privilege to haul waste for hire within the City of Shreveport, Waste Options contracted with Shreveport to haul all waste it collected within the city limits of Shreveport to Woolworth landfill. A copy of a Waste Options Private Hauler Permit Application is attached here to as Exhibit "F".

86.

Waste Options contracted with the City of Shreveport to permit waste hauling trucks to operate within the City of Shreveport. The permits were valid from the date that each permit was issued until September 30th of each respective year.

87.

During the existence of these contracts, Waste Options breached the contract by taking waste it collected within the city limits of Shreveport and "diverting" the waste to landfills other than the contracted landfill, Woolworth.

88.

Waste Options is liable to the City of Shreveport for damages suffered as a result of the Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 in the amount of \$500.00 per vehicle per day for any violation.

89.

Alternatively Waste Options is liable to the City of Shreveport for damages suffered as a result of its Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 for the monetary amount of the waste tonnage diverted from the Woolworth Road landfill during the time period that Waste Options operated without a valid permit.

VIII.
PRESERVATION OF DOCUMENTS

90.

Front End Loader ("FEL") dumpsters are primarily used at commercial locations. This type of service commingles waste volume from all of the accounts on a route until the truck is full or "packed out" and then hauled to a disposal site. The waste hauler driver receives a "Weight

Ticket" or "Landfill Ticket" each time he makes a "Landfill Trip". A "Route Operator Route Sheet" with all of the account names, addresses, service level, and size of container is prepared each day for each FEL route. The disposal "Weight Tickets" can be identified and matched to a specific "FEL Route" with specific accounts located at specific addresses making up that "FEL Route".

91.

The "Route Operator Route Sheets" for FEL routes will have corresponding "Weight Tickets" from a landfill for each day. The "Route Sheets" and "Weight Tickets" make it possible to track the specific waste volume from within the city limits of Shreveport. The hauler generates an invoice from the route sheets for each customer.

92.

The plaintiff is entitled to an order from this court ordering the defendants, Live Oak, Waste Connections, Louisiana Environmental, Bayou Belle, Get Rid of It America, and Waste Options to preserve, protect, and enjoining them from destroying or deleting all "Route Sheets", "Weight Ticket", or "Landfill Ticket" and "Invoices" for all customers and accounts within the city limits of Shreveport from January 1, 2015 through the conclusion of this litigation.

93.

"Roll Off" containers ("RO") are large (20yd, 30yd, 40yd) containers and compactors typically used at large accounts (hospitals, big retail, hotels, casinos, industrial sites etc.) and construction sites. RO accounts are scheduled for pick up and disposal on a specific day or some are "On Call". A RO route driver may start the day with scheduled "Pick Ups" and have 3 or 4 more "Pick Ups" or "Swaps" added to the route on any particular day.

94.

A "Dispatcher" is waste hauler employee who directs the waste hauler RO driver and designates which containers will be picked up for disposal. The "Dispatcher" maintains a "Dispatch Log" which reflects each RO account serviced by each RO truck.

95.

RO service directly ties a "Landfill Trip" and "Weight Ticket" to a specific waste account on a specific date. RO service is billed as "Haul + Disposal". This means that the customer will pay

a specific rate just for the "Haul" and be billed a disposal fee based on the "Weight Ticket" for a specific load from the disposal landfill.

96.

The "RO Route Sheet" for each RO route, the "Dispatch Log", and the RO "Weight Tickets" will identify the waste volume generated by a specific RO account within the city limits of Shreveport and where the disposal occurred.

97.

The plaintiff is entitled to an order from this court ordering the defendants, Live Oak, Waste Connections, Louisiana Environmental, Bayou Belle, Get Rid of It America, and Waste Options to preserve, protect, and enjoining them from destroying or deleting all "Dispatch Log", "Landfill Trip tickets", and "Weight Ticket" for all customers and accounts within the city limits of Shreveport from January 1, 2015 through the conclusion of this litigation.

IX
PRELIMINARY AND PERMANENT INJUNCTIONS

98.

Shreveport Code of Ordinances Section 74-53 specifically requires that any person or entity who hauls waste from any place of business for hire within the city limits of Shreveport to obtain a permit from the City. More specifically, Sec.74-53 provides in pertinent part:

Sec. 74-53. Permitting rules, regulations, procedures and fees.

- (a) Any person who collects solid waste from any place or business for hire within the corporate limits of the city **or** hauls any waste to a city-owned disposal facility shall be required to obtain a permit from the city prior to conducting such operations within the city.

99.

The Defendants, Live Oak Environmental, Louisiana Environmental Services, LLC, and Waste Options, LLC are collecting waste material in the city limits of Shreveport, Louisiana without a valid permit in violation of Shreveport Code of Ordinances Section 74-53.

100.

It is well settled Louisiana law that a showing of irreparable harm or injury is not required when the conduct sought to be enjoined is unlawful. In this case, it is unlawful for any person or

entity to haul waste for hire within the city limits of Shreveport, Louisiana without a valid permit from the City of Shreveport.

101.

The City of Shreveport is entitled to a preliminary injunction and a permanent injunction enjoining The Defendants, Live Oak Environmental, Louisiana Environmental Services, LLC, and Waste Options, LLC from collecting solid waste from any place or business for hire within the corporate limits of the city without a valid permit from the City of Shreveport.

102.

Shreveport Code of Ordinances Section 74-52.1 specifically requires that all persons required to obtain a permit pursuant to Sec 74-53 “shall dispose of” all solid waste only at Woolworth Road Landfill. More specifically, Sec.74-52.1 provides in pertinent part:

Sec. 74-52.1. Disposal of solid waste.

- (a) Except as provided in subsections (b), (c), (d) and (e) of this section, all persons required to obtain a permit from the city under section 74-53 shall dispose of all solid waste and rubbish collected pursuant to this section, or an equivalent amount as determined by the director of operational services, only at the Woolworth Road Landfill.

103.

The Defendants, Live Oak, Waste Connections, Louisiana Environmental, Bayou Belle, Get Rid of It America, and Waste Options are collecting waste material and rubbish for hire within the city limits of Shreveport, Louisiana and disposing of said waste at sites other than Woolworth Road Landfill. Said defendants are required by Shreveport Code of Ordinances Section 74-52.1 and/or the individual companies permit to dispose of all solid waste and rubbish collected pursuant to this section only at the Woolworth Road Landfill.

104.

The City of Shreveport is entitled to a preliminary injunction and a permanent injunction enjoining the Defendants, Live Oak, Waste Connections, Louisiana Environmental, Bayou Belle, Get Rid of It America, and Waste Options from disposing of any and all solid waste and rubbish collected pursuant to this section within the city limits of Shreveport at any site or location other than the Woolworth Road Landfill.

PRAYER FOR RELIEF

WHEREFORE, plaintiff, CITY OF SHREVEPORT prays that Defendants be served with a copy of this Petition and required to appear and answer same, and that after all due proceedings are had, there be judgment in favor of plaintiff, CITY OF SHREVEPORT, and against Defendants, Live Oak Environmental, LLC, Waste Connections Bayou, Inc., Louisiana Environmental Services, LLC, Bayou Belle Waste, Inc., Get Rid of It America Corp., and Waste Options, LLC, and that this Honorable Court enter the appropriate orders and/or judgment as follows:

- I. Ordering a hearing on the Plaintiff's request for a preliminary injunction and a permanent injunction enjoining the defendants, Live Oak Environmental, LLC, Louisiana Environmental Services, LLC, and Waste Options, LLC, from collecting solid waste from any place or business for hire within the corporate limits of the city without a valid permit from the City of Shreveport;
- II. Ordering a hearing on the Plaintiff's request for a preliminary injunction and a permanent injunction enjoining Live Oak Environmental, LLC, Waste Connections Bayou, Inc., Louisiana Environmental Services, LLC, Bayou Belle Waste, Inc., Get Rid of It America Corp., and Waste Options, LLC, from collecting waste material and rubbish for hire within the city limits of Shreveport, Louisiana and disposing of said waste at sites other than Woolworth Road Landfill;
- III. Entering a Preliminary Injunction and Permanent Injunction without bond pursuant to La. R.S. 13:4581 and because the actions of defendants are in violation of the Code of Ordinances of the City of Shreveport, Louisiana;
- IV. Entering a judgment declaring that Live Oak Environmental, LLC, Louisiana Environmental Services, LLC, and Waste Options, LLC are liable to the City of Shreveport for the sum of \$500.00 per vehicle per day for each and every vehicle that has hauled waste in the City of Shreveport that was not properly permitted pursuant to Sec. 74-53, and that each day of violation constitutes an individual and separable offense;
- V. Entering a judgment declaring that Live Oak Environmental, LLC, Waste Connections Bayou, Inc., Louisiana Environmental Services, LLC, Bayou Belle Waste, Inc., Get Rid of It America Corp., and Waste Options, LLC are liable to the City of Shreveport for damages as a result of the Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 in the amount of \$500.00 per vehicle per day for any violation, and that each day of violation constitutes an individual and separable offense;
- VI. Alternatively, entering a judgment declaring that Live Oak Environmental, LLC, Waste Connections Bayou, Inc., Louisiana

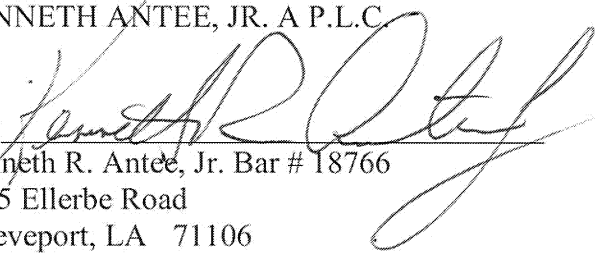
Environmental Services, LLC, Bayou Belle Waste, Inc., Get Rid of It America Corp., and Waste Options, LLC are liable to the City of Shreveport for damages suffered by the City of Shreveport as a result of its Breach of Contract and as a result of its violations of City of Shreveport Code of Ordinance Sec. 74-52.1 for the monetary amount of the waste tonnage diverted from the Woolworth Road landfill;

- VII. Ordering the defendants, Live Oak Environmental, LLC, Waste Connections Bayou, Inc., Louisiana Environmental Services, LLC, Bayou Belle Waste, Inc., Get Rid of It America Corp., and Waste Options, LLC to preserve and protect and enjoining them from destroying or deleting all "Route Sheets", "Weight Ticket", or "Landfill Trip Ticket" and "Invoices" for all customers and accounts within the city limits of Shreveport from January 1, 2015 through the conclusion of this litigation.
- VIII. Ordering the defendants, Live Oak Environmental, LLC, Waste Connections Bayou, Inc., Louisiana Environmental Services, LLC, Bayou Belle Waste, Inc., Get Rid of It America Corp., and Waste Options, LLC to preserve and protect and enjoining them from destroying or deleting all "Dispatch Log", "Landfill Trip Tickets", and "Weight Ticket" and "Invoices" for all customers and accounts within the city limits of Shreveport from January 1, 2015 through the conclusion of this litigation.
- IX. Awarding Plaintiff all costs of these proceedings and reasonable attorney's fees as provided by law.

Plaintiff, CITY OF SHREVEPORT, further prays for all other relief which may be necessary and just in the premises.

Respectfully submitted,

KENNETH ANTEE, JR. A P.L.C.

BY: 
Kenneth R. Antee, Jr. Bar # 18766
9335 Ellerbe Road
Shreveport, LA 71106
Telephone: 865-9253
Telecopier: 865-9256

CARMOUCHE, BOKENFOHR, BUCKLE & DAY
Nichole M. Buckle, Bar # 32113
One Bellemead Center
6425 Youree Drive, Suite 380
Shreveport, LA 71105
Telephone: 318-629-0014
Telecopier: 318-404-1571

ATTORNEYS FOR THE CITY OF SHREVEPORT

CITY OF SHREVEPORT * SUIT NUMBER: _____
VERSUS * 1ST JUDICIAL DISTRICT COURT
LIVE OAK ENVIRONMENTAL, LLC, * CADDO PARISH, LOUISIANA
WASTE CONNECTIONS BAYOU, INC,
BAYOU BELLE WASTE, INC., LOUISIANA
ENVIRONEMENTAL SERVICES, LLC,
GET RID OF IT AMERICA CORP., and
WASTE OPTIONS, LLC

ORDER

Considering the foregoing PETITION FOR BREACH OF SHREVEPORT CITY CODE ORDINANCE 74-52 et seq, BREACH OF CONTRACT, DAMAGES, AND REQUEST FOR PRELIMINARY INJUNCITONS AND PERMANENT INJUCTIONS;

IT IS ORDERED that Live Oak Environmental, L.L.C., Waste Connections Bayou, Inc., Louisiana Environmental Services, LLC, Bayou Belle Waste, Inc., Get Rid of It of America Corp., and Waste Options, LLC shall show cause on the _____ day of _____, 2021, at _____, as to why;

- I. The Plaintiff is not entitled to have the Court grant the Plaintiff's request for a preliminary injunction and a permanent injunction against Defendants, Live Oak Environmental, LLC, Louisiana Environmental Services, LLC, and Waste Options, LLC, enjoining them from collecting solid waste from any place or business for hire within the corporate limits of the City of Shreveport;
- II. The Plaintiff is not entitled to have the Court grant Plaintiff's request for a preliminary injunction and a permanent injunction against Defendants, Live Oak Environmental, LLC, Waste Connections Bayou, Inc., Louisiana Environmental Services, LLC, Bayou Belle Waste, Inc., Get Rid of It America Corp., and Waste Options, LLC, enjoining them from collecting waste material and rubbish for hire within the city limits of Shreveport, Louisiana and disposing of said waste at sites other than Woolworth Road Landfill;
- III. The Plaintiff is not entitled to a preliminary injunction and permanent injunction without bond pursuant to La. R.S. 13:4581 and because the actions of defendants are in violation of the Code of Ordinances of the City of Shreveport, Louisiana;
- IV. The Plaintiff is not entitled to an order from this Court ordering the Defendants, Live Oak Environmental, LLC, Waste Connections Bayou, Inc., Louisiana Environmental Services, LLC, Bayou Belle Waste, Inc., Get Rid of It America Corp., and Waste Options, LLC to preserve and protect and enjoining them from destroying or deleting all "Dispatch Log", "Landfill Trip Tickets", and "Weight Ticket" and "Invoices" for all customers and accounts within the city limits of Shreveport from January 1, 2015 through the conclusion of this litigation;

- V. The Plaintiff is not entitled to an order from this Court ordering the Defendants, Live Oak Environmental, LLC, Waste Connections Bayou, Inc., Louisiana Environmental Services, LLC, Bayou Belle Waste, Inc., Get Rid of It America Corp., and Waste Options, LLC to preserve and protect and enjoining them from destroying or deleting all "Dispatch Log", "Landfill Trip Tickets", and "Weight Ticket" and "Invoices" for all customers and accounts within the city limits of Shreveport from January 1, 2015 through the conclusion of this litigation.
- VI. The Plaintiff is not entitled to an award of their costs and attorney's fees as provided by law.

THUS DONE AND SIGNED in Shreveport, Caddo Parish, Louisiana this _____ day of _____, 2021.

DISTRICT COURT JUDGE

Please serve:

LIVE OAK ENVIRONMENTAL, LLC,
Through its agent for service of process
William N. Morris, III
4320 Marlena St.
Bossier City, Louisiana, 71111;

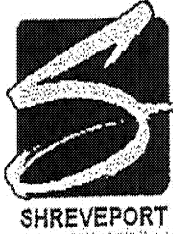
WASTE CONNECTIONS BAYOU, INC.
Through its agent for service of process
Corporation Services Company
501 Louisiana Ave.
Baton Rouge, Louisiana 70802;

BAYOU BELLE WASTE, INC.,
Through its agent for service of process
Susan Caldwell McCullough
10017 Drag Strip Rd., Keithville, Louisiana 71047;

LOUISIANA ENVIRONMENTALSERVICES, LLC,
Through its agent for service of process
Michael D. Lowe
333 Texas, St., Suite 450
Shreveport, Louisiana 71101

GET RID OF IT OF AMERICA CORP.
Through its agent for service of process
Langley, Parks, Horton & Maxwell, LLC
401 Market St. Suite 110
Shreveport, la. 71101

WASTE OPTIONS, LLC,
Through its agent for service of process
Duwain Taylor 8905 Dixie Blanchard Rd.,
Shreveport, Louisiana 71107.



764
5/20

CITY OF SHREVEPORT
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

PRIVATE HAULERS PERMIT APPLICATION

Company Information:

Name of Company: LIVE OAK ENVIRONMENTAL, LLC
Address of Company: 4804 HAZEL JONES RD
City, State, Zip: BOSSIER CITY, LA. 71111
Mailing Address: SAME
Contact Person: MONICA BROSSETT Telephone No.: (318) 230-7125

Vehicle/Body Information:

Vehicle # or Tag No: C839789 Permit No: 16340
Vehicle Make/Model: MACK 2018 Body Make/Model: _____
Vehicle VIN: 1M2AX13C1KM041918 VIN: N/A
Vehicle GVWR: N/A Body Rated Capacity: N/A

Note: If company intends to utilize more than one (1) vehicle to collect waste in the City and/or dispose of waste at a City owned disposal facility, please use additional sheets for each additional vehicle and attach to this application.

Note: A copy of all collection points shall be supplied to the City at time permit application is submitted for each vehicle.

Container Information: (Rolloff, Compactor, Trailer)

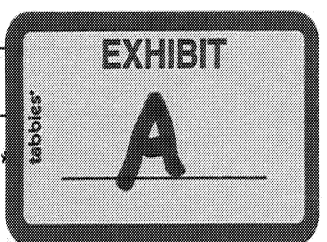
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____

Note: If company intends to utilize more than four (4) containers, use additional sheets.

Sanitary Landfill Information:

State name and location of landfill where waste is to be disposed of along with facility number: Woolworth Road Regional Solid Waste Facility

D-017-1909



DEQ Information:

State Collector/Transporter Number: T 33576

Waste Characterization:

If company collects the following waste streams within the City limits of Shreveport and/or disposes of the following waste streams in a city owned disposal facility, a waste characterization form will also be required:

Infectious or Pathological Waste, Industrial (Non-hazardous Waste), Waste Water Sludge, and Grit or Grease Trap Waste.

Note: The City may require waste characterizations on other waste streams, if deemed appropriate.

Note: Waste characterizations shall be attached to application when submitted. Additional sampling may be required by the City.

I DO HEREBY state that the aforementioned information is true and correct to the best of my knowledge. I do understand that if any information is found to be incorrect, that this will be reason for revocation of the permit, if approved. If the equipment, as stated above, hauls any controlled waste, I am attaching a copy of the company's permit, a copy of a manifest, an emergency plan for any spill cleanup, and a statement explaining in detail the type waste being hauled and the acknowledgment that the waste is being hauled and disposed of according to all Federal, State, and/or City Regulations in effect during the term of this permit. I further understand that all vehicles and containers are subject to inspection to ensure that all vehicles and containers are in compliance with all laws and regulations. This permit will be in effect until December 31 of year application was made and must be renewed sixty (60) days prior to end of term.

6/12/19
Date

Monica Brasette
Company Official

FOR OFFICE USE ONLY:

Approved: Disapproved: Reason for disapproval:

Date Approved: 6-12-19 Date of Expiration: 5-31-2020

6/12/19
Date

[Signature]
City of Shreveport Representative



431
10/18

CITY OF SHREVEPORT
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

PRIVATE HAULERS PERMIT APPLICATION

Company Information:

Name of Company: Waste Connections (IESI, Progressive Waste)
Address of Company: 43100 Greenwood Road
City, State, Zip: Shreveport LA 71109
Mailing Address: Same
Contact Person: Calvin Lewis Telephone No.: (318) 635-1700

Vehicle/Body Information:

Vehicle # or Tag No: 250042 Permit No: 1-5855
Vehicle Make/Model: Mack MRU613 Body Make/Model: McNEILL 5402
Vehicle VIN: 1M2AV04C7JM018754 Body VIN: 1121BMA4029499
Vehicle GVWR: 79000 Body Rated Capacity: 28 cubic Yards

Note: If company intends to utilize more than one (1) vehicle to collect waste in the City and/or dispose of waste at a City owned disposal facility, please use additional sheets for each additional vehicle and attach to this application.

Note: A copy of all collection points shall be supplied to the City at time permit application is submitted for each vehicle.

Container Information: (Rolloff, Compactor, Trailer)

~~Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____~~

Note: If company intends to utilize more than four (4) containers, use additional sheets.

Sanitary Landfill Information:

State name and location of landfill where waste is to be disposed of along with facility number: Woolworth Road Regional Solid Waste Facility

D-017-1909



DEQ Information:

State Collector/Transporter Number: T-017-2827

Waste Characterization:

If company collects the following waste streams within the City limits of Shreveport and/or disposes of the following waste streams in a city owned disposal facility, a waste characterization form will also be required:

Infectious or Pathological Waste, Industrial (Non-hazardous Waste), Waste Water Sludge, and Grit or Grease Trap Waste.

Note: The City may require waste characterizations on other waste streams, if deemed appropriate.

Note: Waste characterizations shall be attached to application when submitted. Additional sampling may be required by the City.

I DO HEREBY state that the aforementioned information is true and correct to the best of my knowledge. I do understand that if any information is found to be incorrect, that this will be reason for revocation of the permit, if approved. If the equipment, as stated above, hauls any controlled waste, I am attaching a copy of the company's permit, a copy of a manifest, an emergency plan for any spill cleanup, and a statement explaining in detail the type waste being hauled and the acknowledgment that the waste is being hauled and disposed of according to all Federal, State, and/or City Regulations in effect during the term of this permit. I further understand that all vehicles and containers are subject to inspection to ensure that all vehicles and containers are in compliance with all laws and regulations. This permit will be in effect until December 31 of year application was made and must be renewed sixty (60) days prior to end of term.

12-27-17 _____
Date Company Official

FOR OFFICE USE ONLY:

Approved: Disapproved: _____ Reason for disapproval: _____

Date Approved: 12-27-17 Date of Expiration: 10-31-18

12-27-17 _____
Date City of Shreveport Representative



CITY OF SHREVEPORT
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

687
3/20

PRIVATE HAULERS PERMIT APPLICATION

Company Information:

Name of Company: Louisiana Environmental Services LLC
 Address of Company: P.O. Box 400
 City, State, Zip: Blanchard, LA 71009
 Mailing Address: P.O. Box 400 Blanchard, LA 71009
 Contact Person: Robbie Johnston Telephone No: 318 309-2040

Vehicle/Body Information:

Vehicle # or Tag No: Truck #7 Permit No: V-4777
 YR/ Vehicle Make/Model: 2007 Peterbilt Body Make/Model: 348
 Vehicle VIN: ZNPRLD0X Body VIN: Galbreath 6
 Vehicle GVWR: 54,000 Body Rated Capacity: 75,000

Note: If company intends to utilize more than one (1) vehicle to collect waste in the City and/or dispose of waste at a City owned disposal facility, please use additional sheets for each additional vehicle and attach to this application.

Note: A copy of all collection points shall be supplied to the City at time permit application is submitted for each vehicle.

Container Information: (Rolloff, Compactor, Trailer)

Size: 20yd Rolloff Location: _____ Permit No. _____
 Size: 30yd Rolloff Location: _____ Permit No. _____
 Size: 40yd Rolloff Location: _____ Permit No. _____
 Size: 40yd Compactor Location: _____ Permit No. _____

Note: If company intends to utilize more than four (4) containers, use additional sheets.

Sanitary Landfill Information:

State name and location of landfill where waste is to be disposed of along with facility number: Woolworth Road Regional Solid Waste Facility

D-017-1909



DEQ Information:

State Collector/Transporter Number: T-1712223

Waste Characterization:

If company collects the following waste streams within the City limits of Shreveport and/or disposes of the following waste streams in a city owned disposal facility, a waste characterization form will also be required:

Infectious or Pathological Waste Industrial (Non-hazardous Waste) Waste Water Sludge, and Grit or Grease Trap Waste

Note The City may require waste characterizations on other waste streams if deemed appropriate.

Note: Waste characterizations shall be attached to application when submitted. Additional sampling may be required by the City

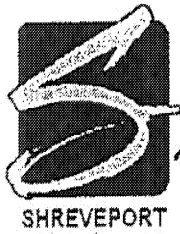
I DO HEREBY state that the aforementioned information is true and correct to the best of my knowledge. I do understand that if any information is found to be incorrect, that this will be reason for revocation of the permit, if approved. If the equipment, as stated above hauls any controlled waste, I am attaching a copy of the company's permit, a copy of a manifest, an emergency plan for any spill cleanup, and a statement explaining in detail the type waste being hauled and the acknowledgment that the waste is being hauled and disposed of according to all Federal, State, and/or City Regulations in effect during the term of this permit. I further understand that all vehicles and containers are subject to inspection to ensure that all vehicles and containers are in compliance with all laws and regulations. This permit will be in effect until December 31 of year application was made and must be renewed sixty (60) days prior to end of term.

01-08-19
Date
[Signature]
Company Official
Member Marye

FOR OFFICE USE ONLY:

Approved: Disapproved: Reason for disapproval: _____

Date Approved: 1-10-19 Date of Expiration: 3-31-20
1-10-19
Date City of Shreveport Representative



627
8/22

CITY OF SHREVEPORT
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

PRIVATE HAULERS PERMIT APPLICATION

Company Information:

Name of Company: Bayou Belle Waste Inc
Address of Company: 10047 Drag Strip Rd
City, State, Zip: Kerthulle, La 71047
Mailing Address: same
Contact Person: Jacquelyn Martin Telephone No.: (337) 671 9900

Vehicle/Body Information:

Vehicle # or Tag No: 12 Permit No: V-7189
Vehicle Make/Model: 2020 Mack Body Make/Model: GR64 ER
Vehicle VIN: 1M2GR2GC4LM014153 Body VIN: _____
Vehicle GVWR: _____ Body Rated Capacity: _____

Note: If company intends to utilize more than one (1) vehicle to collect waste in the City and/or dispose of waste at a City owned disposal facility, please use additional sheets for each additional vehicle and attach to this application.

Note: A copy of all collection points shall be supplied to the City at time permit application is submitted for each vehicle.

Container Information: (Rolloff, Compactor, Trailer)

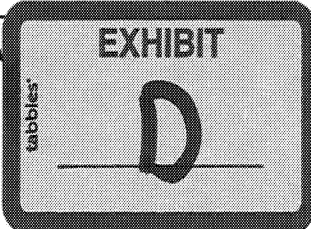
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____

Note: If company intends to utilize more than four (4) containers, use additional sheets.

Sanitary Landfill Information:

State name and location of landfill where waste is to be disposed of along with facility number: Woolworth Road Regional Solid Waste Facility

D-017-1909





CITY OF SHREVEPORT
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

7/4
4/22

PRIVATE HAULERS PERMIT APPLICATION

Company Information:

Name of Company: Get Rid of It
Address of Company: 313 Ready Rd
City, State, Zip: Bidouab, AR 71730
Mailing Address: same
Contact Person: Glenn E. Tweath, President & stockholder
Scott Hafer, Controller Telephone No.: (800) 996-0012

Vehicle/Body Information:

Vehicle # or Tag No: 180 Permit No: V-7113
Vehicle Make/Model: 2020 MACK Body Make/Model: _____
Vehicle VIN: 1M2AR36CXLMD19038 Body VIN: _____
Vehicle GVWR: 64,180 Body Rated Capacity: _____

Note: If company intends to utilize more than one (1) vehicle to collect waste in the City and/or dispose of waste at a City owned disposal facility, please use additional sheets for each additional vehicle and attach to this application.

Note: A copy of all collection points shall be supplied to the City at time permit application is submitted for each vehicle.

Container Information: (Rolloff, Compactor, Trailer)

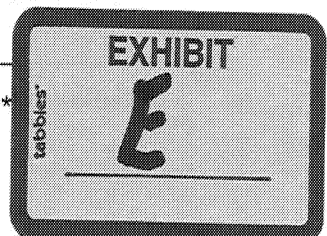
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____

Note: If company intends to utilize more than four (4) containers, use additional sheets.

Sanitary Landfill Information:

State name and location of landfill where waste is to be disposed of along with facility number: Woolworth Road Regional Solid Waste Facility

D-017-1909



DEQ Information:

State Collector/Transporter Number: T-129-12795

Waste Characterization:

If company collects the following waste streams within the City limits of Shreveport and/or disposes of the following waste streams in a city owned disposal facility, a waste characterization form will also be required:
Infectious or Pathological Waste, Industrial (Non-hazardous Waste), Waste Water Sludge, and Grit or Grease Trap Waste.

Note: ~~The City may require waste characterizations on other waste streams, if deemed appropriate.~~

Note: Waste characterizations shall be attached to application when submitted. Additional sampling may be required by the City.

I DO HEREBY state that the aforementioned information is true and correct to the best of my knowledge. I do understand that if any information is found to be incorrect, that this will be reason for revocation of the permit, if approved. If the equipment, as stated above, hauls any controlled waste, I am attaching a copy of the company's permit, a copy of a manifest, an emergency plan for any spill cleanup, and a statement explaining in detail the type waste being hauled and the acknowledgment that the waste is being hauled and disposed of according to all Federal, State, and/or City Regulations in effect during the term of this permit. I further understand that all vehicles and containers are subject to inspection to ensure that all vehicles and containers are in compliance with all laws and regulations. This permit will be in effect until December 31 of year application was made and must be renewed sixty (60) days prior to end of term.

3/2/21
Date

Anne Christine, Front Load Dispatcher
Company Official

FOR OFFICE USE ONLY:

Approved: Disapproved: Reason for disapproval:

Date Approved: 3-02-21 Date of Expiration: 4-30-2022

[Signature]
City of Shreveport Representative



778
6/22

CITY OF SHREVEPORT
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

June
2021

PRIVATE HAULERS PERMIT APPLICATION

Company Information:

Name of Company: Waste Options, LLC
Address of Company: 8905 Dixie Blanchard Rd
City, State, Zip: Shreveport, LA 71107
Mailing Address: same
Contact Person: Jessica Roark Telephone No.: (318) 519-6858

Vehicle/Body Information:

Vehicle # or Tag No: 05 Permit No: V-6465
Vehicle Make/Model: 1999 Mack Body Make/Model: roll off
Vehicle VIN: 1M2P270C2XM039666 Body VIN: same
Vehicle GVWR: 60,000 Body Rated Capacity: _____

Note: If company intends to utilize more than one (1) vehicle to collect waste in the City and/or dispose of waste at a City owned disposal facility, please use additional sheets for each additional vehicle and attach to this application.
Note: A copy of all collection points shall be supplied to the City at time permit application is submitted for each vehicle.

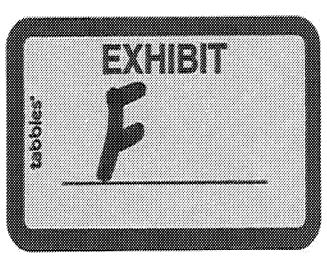
Container Information: (Rolloff, Compactor, Trailer)

Size: 30 yard Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____
Size: _____ Location: _____ Permit No. _____

Note: If company intends to utilize more than four (4) containers, use additional sheets.

Sanitary Landfill Information:

State name and location of landfill where waste is to be disposed of along with facility number: Woolworth Road Regional Solid Waste Facility
D-017-1909



DEQ Information:

State Collector/Transporter Number: T017-14046
DDT# 3032727

Waste Characterization:

If company collects the following waste streams within the City limits of Shreveport and/or disposes of the following waste streams in a city owned disposal facility, a waste characterization form will also be required:

Infectious or Pathological Waste, Industrial (Non-hazardous Waste), Waste Water Sludge, and Grit or Grease Trap Waste.

Note: The City may require waste characterizations on other waste streams, if deemed appropriate.

Note: Waste characterizations shall be attached to application when submitted. Additional sampling may be required by the City.

I DO HEREBY state that the aforementioned information is true and correct to the best of my knowledge. I do understand that if any information is found to be incorrect, that this will be reason for revocation of the permit, if approved. If the equipment, as stated above, hauls any controlled waste, I am attaching a copy of the company's permit, a copy of a manifest, an emergency plan for any spill cleanup, and a statement explaining in detail the type waste being hauled and the acknowledgment that the waste is being hauled and disposed of according to all Federal, State, and/or City Regulations in effect during the term of this permit. I further understand that all vehicles and containers are subject to inspection to ensure that all vehicles and containers are in compliance with all laws and regulations. This permit will be in effect until December 31 of year application was made and must be renewed sixty (60) days prior to end of term.

06/29/2021 Jessica S. Boark
Date Company Official

FOR OFFICE USE ONLY:

Approved: Disapproved: Reason for disapproval:

Date Approved: 7-12-21 Date of Expiration: 6-30-2022

7-12-2021 _____
Date City of Shreveport Representative

