UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, and STATE OF FLORIDA, by and through its Attorney General Plaintiffs, v. REUTER RECYCLING OF FLORIDA, INC. and WASTE MANAGEMENT INC. OF FLORIDA, Defendants.	)	CIVIL ACTION NO.: 1:95CV01982 Filed: October 20, 1995

COMPETITIVE IMPACT STATEMENT

The United States, pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act ("APPA"), 15 U.S.C. § 16(b)-(h), files this Competitive Impact Statement relating to the proposed Final Judgment submitted for entry in this civil antitrust proceeding.

I.

NATURE AND PURPOSE OF THE PROCEEDING

The United States filed a civil antitrust Complaint on October 20, 1995, alleging that the proposed acquisition of Reuter Recycling of Florida, Inc. ("Reuter") by Waste Management Inc. of Florida ("WMF") would violate Section 7 of the Clayton Act, 15 U.S.C. § 18. The State of Florida, by and through its Attorney General, is a co-plaintiff with the United States in

this action.[1/] WMF and Reuter are two of only three entities that provide municipal solid waste disposal service in Broward and Dade Counties, Florida.

The Complaint alleges that the combination of these two competitors would substantially lessen competition in solid waste disposal service in Dade and Broward Counties, Florida. The prayer for relief seeks: (1) a judgment that the proposed acquisition would violate section 7 of the Clayton Act; and (2) a permanent injunction preventing WMF from acquiring the stock of Reuter. At the same time that suit was filed, a proposed Final Judgment was filed that was designed to eliminate the anticompetitive effects of the acquisition. Also filed was a Stipulation under which the parties consented to the entry of the proposed Final Judgment.

The proposed Final Judgment preserves competition that would have existed absent the acquisition by requiring defendants to give Chambers unimpeded access to the Reuter Transfer Station for up to five years from today. It also requires defendants to make certain real estate available to Chambers for up to five years from today upon which Chambers may construct its own transfer station.

The United States, its co-plaintiff, and Defendants have stipulated that the proposed Final Judgment may be entered after compliance with the APPA. Entry of the proposed Final Judgment

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[1] The APPA obligates only the United States to file a Competitive Impact Statement.

would terminate the action, except that the Court would retain jurisdiction to construe, modify, or enforce the provisions of the proposed Final Judgment and to punish violations thereof.

II.

DESCRIPTION OF THE EVENTS GIVING RISE TO THE ALLEGED VIOLATION

A. The Defendants and the Proposed Transaction

WMF, based in Pompano Beach, Florida, is an indirect wholly-owned subsidiary of WMX Technologies, Inc., the world's largest solid waste hauling and disposal company, with operations throughout the United States. In 1994, WMF reported total revenues of over $245 million.

Reuter, based in Pembroke Pines, Florida, is a subsidiary of Reuter Manufacturing, Inc., formerly known as Green Isle Environmental Services, Inc. Reuter operates a municipal solid waste transfer station and does some recycling at a facility in Broward County, Florida. In 1994, Reuter reported total revenues of over $13 million.

On June 1, 1995, WMF entered into an agreement to purchase from Green Isle Environmental Services, Inc. all of the outstanding common stock of Reuter for about $18 million.

B. The Solid Waste Disposal Industry

Municipal solid waste is nonhazardous waste collected from households and commercial and industrial establishments. It includes waste that is putrescible (such as garbage) and compactible, but does not include construction and demolition debris. Municipal solid waste is collected by municipalities or

private haulers either with collection trucks, that compact the waste in the truck, or roll-off trucks. When the collection truck is full, it leaves its collection route and travels to a municipal solid waste disposal site where the truck is emptied. Roll-off trucks pick up large containers and take them to the disposal site or transfer station individually.

Solid waste disposal service is the final disposal of municipal solid waste, generally in a landfill or a facility that incinerates that waste. It is generally not efficient to transport municipal solid waste in collection trucks long distances to disposal sites. Municipal solid waste can be transported to a relatively distant final disposal site by using a transfer station. Municipal solid waste accepted at a transfer station is combined, further compacted, and then loaded into large tractor trailer trucks. These tractor trailer trucks, which can transport a volume of waste equal two to four times that of collection trucks, can economically transport that waste a considerably longer distance to a disposal site than can collection trucks.

Because of its unique disposal function, a small but significant increase in the price of municipal solid waste disposal service by all suppliers would not be rendered unprofitable by consumers substituting to any other type of disposal service. State and federal laws restrict the facilities that may accept municipal solid waste for final disposal. In

Florida, it is restricted to Class I and Class II landfills[2/] and to facilities that incinerate the waste. Disposal of municipal solid waste, as compared to disposal of construction and demolition or other types of debris, accounts for a large percentage of total disposal service revenues.

C. Competition in the Relevant Market

WMF and Chambers Waste Systems of Florida, Inc. ("Chambers"), through its use of the Reuter Facility pursuant to an agreement between Chambers and Reuter, compete directly in providing municipal solid waste disposal service in Broward and Dade Counties.

WMF, through its affiliates, owns or operates a Class I landfill and two incineration facilities[3/] in Broward County that accept and dispose of municipal solid waste. It also owns a Class I landfill in Dade County that disposes of such waste. Dade County owns or operates several Class I landfills and one incineration facility in Dade County.

Chambers owns a Class I landfill located in Okeechobee County, Florida, about 100 miles north of Dade County, that

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[2] A Class I landfill in Florida is a landfill that receives an average of 20 tons or more of solid waste per day. Each is permitted to receive general, non-hazardous household, commercial, industrial, and agricultural wastes. Class II landfills may receive up to 20 tons per day of these same types of waste, but there are no such landfills in Dade or Broward Counties, FL.

[3] The incinerators are resource recovery facilities owned by Wheelabrator North Broward Inc. and Wheelabrator South Broward Inc., affiliates of WMF. These facilities accept municipal solid waste pursuant to a contract with Broward County. These facilities also compete for waste from other haulers and municipalities.

accepts and disposes of municipal solid waste from Dade and Broward Counties. Pursuant to a contract containing an initial term of five years with Reuter, dated July 14, 1993 ("Transfer Station Agreement"), Chambers currently transports municipal solid waste to its Okeechobee landfill from the transfer station owned by Reuter, which is located in southwestern Broward County.

D. Nature of Competition

Prior to July 1993 WMF and Dade County were the only significant suppliers of municipal solid waste disposal service in Dade and Broward Counties. When Chambers entered the market, prices dropped substantially. Chambers, therefore, has provided a significant competitive constraint on pricing in the market. WMF and Chambers compete for municipal solid waste disposal brought to their facilities on a short-term basis absent any contract and for contracts with municipalities and private haulers in the area that are not at the time committed to a disposal site pursuant to a long-term contract. Almost all of the solid waste collected in Broward County is under long-term contracts. Consequently, the vast majority of the customers for which WMF, Dade County, and Chambers currently compete generate municipal solid waste in Dade County, Florida. Because its solid waste disposal site is over 100 miles north of Dade County, Chambers is able to compete for these customers in Dade County only because it has access to the transfer station currently owned by Reuter--the transfer station that WMF will control if it acquires the stock of Reuter.

The relevant geographic market for purposes of analyzing this transaction is Broward and Dade Counties, Florida. The WMF Class I landfills and incineration facilities, the Dade County incinerator and Class I landfills, and Chambers' Okeechobee Class I landfill are the only significant disposal sites for Broward and Dade municipal solid waste[4/]. It is not economically efficient for municipal solid waste haulers to transport that waste long distances in collection trucks to a municipal solid waste disposal site. Consequently, haulers generally transport the waste to nearby landfills, incinerators, or to transfer stations that enable waste economically to be hauled to more distant disposal sites.

E. Anticompetitive Consequences of the Acquisition

The acquisition will place the Reuter Transfer Station in the hands of WMF, who, as a competitor, will have the incentive and opportunity to deprive Chambers of its only current means of economically providing municipal solid waste disposal service in Dade County. This would remove the competitive constraint of Chambers and facilitate WMF's exercise of market power (i.e. the

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[4] Broward County has a Class I landfill, but that landfill does not currently accept municipal solid waste. It was constructed to accept waste until the two resource recovery facilities came on line, to accept waste in the event of an incinerator shutdown, and for its future use, if needed. There are landfills owned by St. Lucie County, and Martin County, and an incinerator owned by Palm Beach County that are within 100 miles of Dade County. However, they are not good alternatives to disposal sites in Dade and Broward Counties because the distance is too great for collection trucks to reach economically. Furthermore, they are much higher-priced alternatives than the Okeechobee landfill and do not generally accept waste from Dade or Broward Counties.

ability to increase prices to consumers in Broward and Dade Counties.) Specifically, the Complaint alleges that the acquisition of Reuter by WMF will have the effect of substantially increasing concentration in an already highly concentrated, difficult to enter market; the HHI would increase by about 1,700 to about 5,000.[5/]

The only significant competitor of WMF that would remain after the acquisition is Dade County. Rivalry between WMF and Dade County alone will not prevent prices from rising, because Chambers provides a substantial competitive check on WMF's and Dade County's individual ability to set prices for their services. This is evidenced by the substantial drop in municipal solid waste disposal prices that followed Chambers' entry into the market.

The Complaint alleges that new entry in the Broward and Dade County market is unlikely to counteract these anticompetitive effects. The siting, permitting and construction of a municipal solid waste landfill or incinerator within or near Dade will take well in excess of two years. In fact, it is unlikely that a new municipal solid waste landfill or incinerator could be constructed in the area in the foreseeable future, given opposition from the nearby general public to such facilities.

The zoning, siting, permitting and construction of a

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[5] These HHI's are calculated using a bidding model. The three existing competing bidders for municipal solid waste disposal service in the market are treated as equal-sized firms for purposes of this HHI calculation.

municipal solid waste transfer station in a commercially and economically feasible location to receive municipal solid waste from the relevant geographic market can also be expected to take more than two years due to public opposition in this geographic market.

III.

EXPLANATION OF THE PROPOSED FINAL JUDGMENT

The provisions of the proposed Final Judgment are designed to preserve the level of competition that would exist absent this acquisition, and thereby eliminate the anticompetitive effects of the acquisition in municipal solid waste disposal service in the relevant geographic market.

A. Entry into and Compliance with Agreements

Section IV of the proposed Final Judgment requires that Reuter shall enter into two agreements on or before the date WMF purchases the majority of the stock of Reuter. First, Reuter is required to enter into a contract with Chambers entitled "Amendment to Transfer Station Agreement" (hereinafter "Amendment"). Second, Reuter is required to enter into an Option Agreement, giving Chambers an irrevocable option to purchase certain property from Reuter upon which to construct its own municipal solid waste transfer station. Section IV also prohibits Reuter from conveying to anyone other than Chambers the property subject to the Option Agreement prior to the later of July 14, 1998 or any extension of the Option Agreement. Section

IV obligates Reuter and WMF to comply with the terms of both agreements.

1. Amendment to Transfer Station Agreement

On July 14, 1993, Reuter and Chambers entered into the Transfer Station Agreement. That contract permitted Chambers to use the facility built by Reuter as a transfer station to transport waste to Chambers' Okeechobee landfill in south central Florida.

The agreement has a five year term and could be extended by mutual agreement for two additional five year terms. Reuter operated the transfer station under this agreement and agreed to pay Chambers to transport municipal solid waste from the transfer station to Chambers' landfill in Okeechobee County. In return, Chambers agreed to pay Reuter for operating the transfer station. Initially, the vast majority of waste transported through the transfer station came from four cities in Broward County--Pompano Beach, Pembroke Pines, Dania, and Hallandale--pursuant to a 20 year contract between Reuter and those cities. However, the agreement also assured Chambers the right to bring up to 800 tons per day of waste from its own customers to the transfer station for transportation to its landfill.

The Amendment requires WMF to honor the Transfer Station Agreement giving Chambers access to the transfer station and modifies that agreement in ways that prevent WMF from interfering with Chambers' use of the transfer station to compete with WMF. The Amendment also eliminates the provision that would have given

WMF veto power over an extension of the contract beyond its initial five year term. The Amendment gives to Chambers, in its sole discretion, the option to extend the Transfer Station Agreement for two additional one year terms.

The Amendment modifies the Transfer Station Agreement to permit Chambers to operate approximately one half of the transfer station (roughly its current capacity) as an independent entity. In effect, Chambers will replace Reuter as the operator of the transfer station for the next three years, handling all waste from its customers and any waste not recycled from the four cities. During any extension period, Chambers will continue to operate about half of the transfer station, handling waste from its own customers.

The Amendment also prohibits WMF from reducing Chambers' capacity in the transfer station as the Transfer Station Agreement would have allowed. The Amendment prohibits WMF from reducing the 800 ton per day capacity Chambers currently has to use for the waste of its own customers.

These, and other provisions in the Amendment, assure that Chambers can operate in the acquired transfer station as an independent competitive force in the solid waste disposal market as it would have been able to do absent the acquisition.

2. Option Agreement

The proposed Final Judgment also requires Reuter to enter into an Option Agreement on or before the date WMF acquires a majority of Reuter's stock. The Option Agreement gives Chambers

an irrevocable option for up to three years to purchase certain real estate. That real estate is on the grounds of the current Reuter Transfer Station facility. Chambers will have up to three years to seek necessary permits before it needs to pay Reuter any substantial monies for the real estate. Furthermore, during the initial three years of the Option Agreement, Chambers is not obligated to purchase the land. It may seek to permit the site for a transfer station without actually buying the real estate.

The Option Agreement also gives Chambers the right to extend the option for two additional one year periods upon payment to Reuter of a fee, part of which will be credited toward the purchase price if Chambers buys the property. Chambers' right to extend the Option Agreement is contingent upon Chambers' active pursuit of transfer station permits from the appropriate state and county authorities.

This Option Agreement provides Chambers with the right to purchase a well-situated piece of real estate upon which to permit and build its own transfer station for use in the long term. It gives Chambers up to five years to obtain any necessary permits on the land without actually purchasing the real estate from Reuter.

B. Termination of the Agreements

The proposed Final Judgment also provides that the obligations of the Defendants under the above agreements can be terminated under certain conditions. Specifically, if Defendants notify Plaintiffs that Chambers has secured the right to use and

is using another transfer station capable of serving the relevant geographic market at current or increased capacity levels, Plaintiffs may relieve Defendants of the obligation to extend the Transfer Station Agreement or to hold open the Option Agreement. As provided in the proposed Final Judgment, however, the Plaintiffs will not relieve Defendants of these obligations unless the United States has determined, after consultation with Florida, that Chambers can effectively compete in the relevant market without access to either the Reuter Transfer Station under the Transfer Station Agreement, as amended, or without the property subject to the Option Agreement.

C. Interim Preservation of Viable Competition

Section VI of the proposed Final Judgment assures that competition is not unduly undermined by the fact that Chambers has access to the Reuter Transfer Station for only a limited period of time while WMF has use of that facility for the long term. Specifically, the provision is designed to assure that WMF cannot tie up all customers that want to use the Reuter Transfer Station by offering long-term contracts when Chambers would be at a huge competitive disadvantage in offering similar contracts. The provision prohibits WMF from offering contracts for longer than a year through Reuter to existing Chambers customers using the Reuter facility since Chambers cannot offer long-term contracts until it builds its own facility.

Plaintiffs determined that allowing WMF to use the Reuter facility to offer long-term contracts could seriously undermine

competition. Without long-term use of a facility, Chambers cannot effectively compete for long-term contracts. If WMF can do so, it will be able to disadvantage Chambers and, ultimately, consumers by tying up most, if not all, the customers in the market before Chambers can effectively compete for customers using long-term contracts. To preserve the long-term options of consumers while Chambers or other competitors establish a long-term presence, Plaintiffs placed a limit on the length of contract WMF could offer using the Reuter facility.

The limitation is narrowly drawn, however. First, the provision applies only to existing customers of Chambers using the Reuter facility. Second, the provision does not preclude WMF from offering long-term contracts to these customers if it uses any facility other than the Reuter Transfer Station to accept the waste. Third, it does not preclude WMF from competing with Chambers for these customers using short-term contracts. In effect, this provision prevents WMF from committing customers to long-term contracts through the use of Reuter while Chambers is unable to offer similar contracts. However, the protection is limited by WMF's ability to continue to compete for these customers using either other sites or short-term contracts. The provision does not affect competition between Chambers and Dade County in any way.

D. Defendants' Obligations of NonInterference and Assistance

Obtaining permits and other governmental approvals constitute the largest barrier to entry into the municipal solid waste disposal market in the relevant geographic area. Section VII of the proposed Final Judgment prohibits any interference, directly or indirectly, by Defendants, including any action to protest, lobby against, object to, or otherwise impede any attempts by Chambers to lease, purchase, site, obtain appropriate zoning for, obtain permits and any and all other governmental approvals for a solid waste transfer station capable of serving the relevant market. It also prohibits Defendants from providing financing or other assistance to any person who does so. Finally, it obligates Defendants to cooperate with Chambers' efforts to obtain government permits and approvals on the property subject to the Option Agreement.

E. Acquisition of Optioned Property

Section VIII of the proposed Final Judgment prohibits Defendants from reacquiring the property subject to the Option Agreement from Chambers or its successors or assigns without the prior written consent of the United States, after consultation with Florida, for the life of the proposed Final Judgment.

F. Reporting and Access

Section IX of the proposed Final Judgment establishes standards and procedures by which the Department of Justice and Florida may obtain access to documents and information from Defendants related to its compliance with the Final Judgment.

G. Duration

Section X of the proposed Final Judgment provides that the Final Judgment will expire on the tenth year after its entry. Jurisdiction will be retained by the Court to conduct further proceedings relating to the Final Judgment, as specified in Section IX.

IV.

REMEDIES AVAILABLE TO POTENTIAL PRIVATE LITIGANTS

Section 4 of the Clayton Act (15 U.S.C. § 15) provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring suit in federal court to recover three times the damages the person has suffered, as well as costs and reasonable attorneys' fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of any private antitrust damage action. Under the provisions of Section 5(a) of the Clayton Act (15 U.S.C. § 16(a)), the proposed Final Judgment has no prima facie effect in any subsequent private lawsuit that may be brought against defendants.

V.

PROCEDURES AVAILABLE FOR MODIFICATION OF THE PROPOSED FINAL JUDGMENT

The United States, Florida, and Defendants have stipulated that the proposed Final Judgment may be entered by the Court after compliance with the provisions of the APPA, provided that Plaintiffs have not withdrawn their consent. The APPA conditions entry upon the Court's determination that the proposed Final Judgment is in the public interest.

The APPA provides a period of at least 60 days preceding the effective date of the proposed Final Judgment within which any person may submit to the United States written comments regarding the proposed Final Judgment. Any person who wishes to comment should do so within sixty (60) days of the date of publication of this Competitive Impact Statement in the Federal Register. The United States will evaluate and respond to the comments. All comments will be given due consideration by the Department of Justice, which remains free to withdraw its consent to the proposed Judgment at any time prior to entry. The comments and the response of the United States will be filed with the Court and published in the Federal Register.

Written comments should be submitted to:

Anthony V. Nanni
Chief, Litigation I Section
Antitrust Division
United States Department of Justice
1401 H Street, N.W., Suite 4000
Washington, D.C. 20530

The proposed Final Judgment provides that the Court retains jurisdiction over this action, and the parties may apply to the Court for any order necessary or appropriate for the modification, interpretation, or enforcement of the Final Judgment.

VI.

ALTERNATIVES TO THE PROPOSED FINAL JUDGMENT

The United States considered, as an alternative to the proposed Final Judgment, a full trial on the merits of its Complaint against Defendants. It also considered the possibility

of requiring WMF to divest itself of the transfer station buildings and related appurtenances before permitting it to acquire Reuter. The United States is satisfied, however, that the relief outlined in the proposed Final Judgment will eliminate WMF's ability to constrain prices or output by eliminating a competitor from the solid waste disposal market in the relevant geographic market. The relief obtained will maintain the competition in the market by creating an essentially independent transfer station for five years and also by providing property upon which an independent transfer station can be constructed to be in operation for the indefinite future. The relief sought eliminates anticompetitive effects in the short term by essentially maintaining the status quo. It preserves competition in the long term by providing time to build and by facilitating the construction of an additional competitive transfer station.

VII.

STANDARD OF REVIEW UNDER THE APPA FOR PROPOSED FINAL JUDGMENT

The APPA requires that proposed consent judgments in antitrust cases brought by the United States be subject to a sixty-day comment period, after which the court shall determine whether entry of the proposed Final Judgment "is in the public interest." In making that determination,

the court may consider--

> (1) the competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration or relief sought, anticipated effects of alternative remedies actually

considered, and any other considerations bearing upon the adequacy of such judgment;

(2) the impact of entry of such judgment upon the public generally and individuals alleging specific injury from the violations set forth in the complaint including consideration of the public benefit, if any, to be derived from a determination of the issues at trial.

15 U.S.C. § 16(e) (emphasis added). As the D.C. Circuit recently held, this statute permits a court to consider, among other things, the relationship between the remedy secured and the specific allegations set forth in the government's complaint, whether the decree is sufficiently clear, whether enforcement mechanisms are sufficient, and whether the decree may positively harm third parties. See United States v. Microsoft, 56 F.3d 1448, 1462 (D.C. Cir. 1995).

In conducting this inquiry, "the Court is nowhere compelled to go to trial or to engage in extended proceedings which might have the effect of vitiating the benefits of prompt and less costly settlement through the consent decree process."[6/] Rather,

absent a showing of corrupt failure of the government to discharge its duty, the Court, in making its public interest finding, should . . . carefully consider the explanations of the government in the competitive impact statement and its responses to comments in order

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[6] 119 Cong. Rec. 24598 (1973). See United States v. Gillette Co., 406 F. Supp. 713, 715 (D. Mass. 1975). A "public interest" determination can be made properly on the basis of the Competitive Impact Statement and Response to Comments filed pursuant to the APPA. Although the APPA authorizes the use of additional procedures, 15 U.S.C. § 16(f), those procedures are discretionary. A court need not invoke any of them unless it believes that the comments have raised significant issues and that further proceedings would aid the court in resolving those issues. See H.R. Rep. 93-1463, 93rd Cong. 2d Sess. 8-9, reprinted in (1974) U.S. Code Cong. & Ad. News 6535, 6538.

> to determine whether those explanations are reasonable under the circumstances.

United States v. Mid-America Dairymen, Inc., 1977-1 Trade Cas. ¶ 61,508, at 71,980 (W.D. Mo. 1977).

Accordingly, with respect to the adequacy of the relief secured by the decree, a court may not "engage in an unrestricted evaluation of what relief would best serve the public." United States v. BNS, Inc., 858 F.2d 456, 462 (9th Cir. 1988) quoting United States v. Bechtel Corp., 648 F.2d 660, 666 (9th Cir.), cert. denied, 454 U.S. 1083 (1981); see also Microsoft, 56 F.3d at 1460. Precedent requires that

> the balancing of competing social and political interests affected by a proposed antitrust consent decree must be left, in the first instance, to the discretion of the Attorney General. The court's role in protecting the public interest is one of insuring that the government has not breached its duty to the public in consenting to the decree. The court is required to determine not whether a particular decree is the one that will best serve society, but whether the settlement is "within the reaches of the public interest." More elaborate requirements might undermine the effectiveness of antitrust enforcement by consent decree.[7]

The proposed Final Judgment, therefore, should not be reviewed under a standard of whether it is certain to eliminate every anticompetitive effect of a particular practice or whether it mandates certainty of free competition in the future. Court approval of a final judgment requires a standard more flexible

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[7] United States v. Bechtel, 648 F.2d at 666 (citations omitted) (emphasis added); see United States v. BNS, Inc., 858 F.2d at 463; United States v. National Broadcasting Co., 449 F. Supp. 1127, 1143 (C.D. Cal. 1978); United States v. Gillette Co., 406 F. Supp. at 716. See also United States v. American Cyanamid Co., 719 F.2d at 565.

and less strict than the standard required for a finding of liability. "[A] proposed decree must be approved even if it falls short of the remedy the court would impose on its own, as long as it falls within the range of acceptability or is 'within the reaches of public interest.' (citations omitted)."[8/]

VIII.

DETERMINATIVE DOCUMENTS

In formulating the proposed Final Judgment, the United States considered the following determinative materials or documents within the meaning of the APPA: the Transfer Station Agreement attached to the proposed Final Judgment as Exhibit A; the Amendment

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[8] United States v. American Tel. and Tel Co., 552 F. Supp. 131, 150 (D.D.C. 1982), aff'd sub nom. Maryland v. United States, 460 U.S. 1001 (1983) quoting United States v. Gillette Co., supra, 406 F. Supp. at 716; United States v. Alcan Aluminum, Ltd., 605 F. Supp. 619, 622 (W.D. Ky 1985).

to Transfer Station Agreement attached to the proposed Final Judgment as Exhibit B; and the Option Agreement attached to the proposed Final Judgment as Exhibit C.

Dated: October 20, 1995

Respectfully submitted,

Nancy H. McMillen
Attorney
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1401 H Street, N.W., Suite 4000
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(202) 307-5777

CERTIFICATION OF SERVICE

I hereby certify that a copy of the foregoing has been served upon Waste Management, Inc. of Florida and Reuter Recycling of Florida, Inc., by placing a copy of this Competitive Impact Statement in the U.S. mail, directed to each of the above-named parties at the addresses given below, this 20th day of October, 1995.

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ell, Boyd & Lloyd
3 First National Plaza
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