

ALLIED WASTE INDUSTRIES INC

Form 424B2

May 02, 2011

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The information in this preliminary prospectus supplement is not complete and may be changed. We are not using this preliminary prospectus supplement and the accompanying prospectus to offer to sell these securities or to solicit offers to buy these securities in any place where the offer or sale is not permitted.

**Filed Pursuant to Rule 424(b)(2)
Registration No. 333-166469**

**SUBJECT TO COMPLETION,
PRELIMINARY PROSPECTUS SUPPLEMENT DATED MAY 2, 2011**

**PROSPECTUS SUPPLEMENT
(to Prospectus Dated May 3, 2010)**

\$

\$ % Notes due 2018
\$ % Notes due 2023
\$ % Notes due 2041

We are offering \$ aggregate principal amount of % notes due 2018 (the 2018 Notes), \$ aggregate principal amount of % notes due 2023 (the 2023 Notes) and \$ aggregate principal amount of % notes due 2041 (the 2041 Notes) and, together with the 2018 Notes and the 2023 Notes, the Notes). Interest on the Notes is payable semi-annually in arrears on and of each year, beginning on , 2011. The 2018 Notes will mature on , 2018, the 2023 Notes will mature on , 2023 and the 2041 Notes will mature on , 2041. We may redeem some or all of the Notes at any time or from time to time at our option at a redemption price equal to their principal amount plus a make-whole premium, as described under the caption Description of Notes Optional Redemption in this prospectus supplement. Commencing three months prior to their maturity date, we may redeem some or all of the 2023 Notes, at any time and from time to time at a redemption price equal to the principal amount of the 2023 Notes being redeemed plus accrued and unpaid interest. Commencing six months prior to their maturity date, we may redeem some or all of the 2041 Notes, at any time and from time to time at a redemption price equal to the principal amount of the 2041 Notes being redeemed plus accrued and unpaid interest to the redemption date. If a change of control triggering event as described in the accompanying prospectus occurs, we may be required to offer to purchase the Notes from the holders at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest. See Description of Debt Securities Change of Control Triggering Event in the accompanying prospectus.

The Notes will be our unsecured unsubordinated obligations and will rank equally with all of our other unsecured and unsubordinated indebtedness from time to time outstanding. The Notes will be jointly and severally guaranteed by substantially all of our direct and indirect subsidiaries. The Notes will be issued only in registered form in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

The Notes will not be listed on any securities exchange. Currently, there is no public market for the Notes.

Investing in the Notes involves risks. You should read carefully the entire accompanying prospectus and this prospectus supplement and the documents incorporated by reference herein and therein, including the section entitled Risk Factors beginning on page S-4 of this prospectus supplement and in our Annual Report on Form 10-K for the year ended December 31, 2010.

Neither the United States Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these Notes or passed upon the accuracy or adequacy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

	Per 2018 Note	Per 2023 Note	Per 2041 Note	Total
Price to public ⁽¹⁾	%	%	%	\$
Underwriting discounts	%	%	%	\$
Proceeds, before expenses, to Republic Services, Inc.	%	%	%	\$

(1) Plus accrued interest from , 2011, if settlement occurs after that date.

We expect the Notes to be delivered in book-entry form only through the facilities of The Depository Trust Company for the accounts of its participants, including Clearstream Banking, société anonyme, and Euroclear Bank S.A./N.V., as operator of the Euroclear System, against payment in New York, New York on or about , 2011.

Joint Book-Running Managers

BofA Merrill Lynch	Barclays Capital	J.P. Morgan	RBS
BNP PARIBAS	Mizuho Securities		Scotia Capital
SunTrust Robinson Humphrey	UBS Investment Bank		US Bancorp

No person is authorized to give any information or to make any representations other than those contained or incorporated by reference into this prospectus supplement or the accompanying prospectus or in any free writing prospectus filed with the Securities and Exchange Commission and, if given or made, such information or representations must not be relied upon as having been authorized. This prospectus supplement and the accompanying prospectus do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities described in this prospectus supplement or an offer to sell or the solicitation of an offer to buy those securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this prospectus supplement or the accompanying prospectus, nor any sale made hereunder and thereunder shall, under any circumstances, create any implication that there has been no change in the affairs of Republic since the date hereof or that the information contained or incorporated by reference herein or therein is correct as of any time subsequent to the date of such information.

For purposes of this prospectus supplement and the accompanying prospectus, the terms Company, Republic, we, us, and our may, depending upon the context, refer to Republic Services, Inc., our consolidated subsidiaries, or to all of them taken as a whole.

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FORWARD-LOOKING STATEMENTS

This prospectus supplement and the accompanying prospectus and the documents incorporated by reference herein and therein contains certain forward-looking information about us that is intended to be covered by the safe harbor for forward-looking statements provided by the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements that are not historical facts. Words such as expect, will, may, anticipate, plan, estimate, project, intend, should, can, likely, could and similar expressions are intended to identify forward-looking statements. These statements include statements about the expected benefits of the merger and our plans, strategies and prospects. Forward-looking statements are not guarantees of performance. These statements are based upon the current beliefs and expectations of our management and are subject to risk and uncertainties that could cause actual results to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot assure you that the expectations will prove to be correct. Among the factors that could cause actual results to differ materially from the expectations expressed in the forward-looking statements are:

the impact on us of our substantial indebtedness, including on our ability to obtain financing on acceptable terms to finance our operations and growth strategy and to operate within the limitations imposed by financing arrangements;

general economic and market conditions including, but not limited to, the current global economic and financial market crisis, inflation and changes in commodity pricing, fuel, labor, risk and health insurance and other variable costs that are generally not within our control, and our exposure to credit and counterparty risk;

whether our estimates and assumptions concerning our selected balance sheet accounts, income tax accounts, final capping, closure, post-closure and remediation costs, available airspace, and projected costs and expenses related to our landfills and property and equipment (including our estimates of the fair values of the assets and liabilities acquired in our acquisition of Allied Waste Industries, Inc. ("Allied")), and labor, fuel rates and economic and inflationary trends, turn out to be correct or appropriate;

competition and demand for services in the solid waste industry;

the fact that price increases to our customers may not be adequate to offset the impact of increased costs, including labor, third-party disposal and fuel, and may cause us to lose volume;

our ability to manage growth and execute our growth strategy;

our compliance with, and future changes in, environmental and flow control regulations and our ability to obtain approvals from regulatory agencies in connection with operating and expanding our landfills;

our ability to retain our investment grade ratings for our debt;

our dependence on key personnel;

our dependence on large, long-term collection, transfer and disposal contracts;

our business is capital intensive and may consume cash in excess of cash flow from operations;

any exposure to environmental liabilities, to the extent not adequately covered by insurance, could result in substantial expenses;

risks associated with undisclosed liabilities of acquired businesses;

risks associated with pending and any future legal proceedings, including litigation, audits or investigations brought by or before any government body;

severe weather conditions, which could impair our financial results by causing increased costs, loss of revenue, reduced operational efficiency or disruptions to our operations;

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compliance with existing and future legal and regulatory requirements, including limitations or bans on disposal of certain types of wastes or on the transportation of waste, which could limit our ability to conduct or grow our business, increase our costs to operate or require additional capital expenditures;

workforce factors, including potential increases in our costs if we are required to provide additional funding to any multi-employer pension plan to which we contribute and the negative impact on our operations of union organizing campaigns, work stoppages or labor shortages;

the negative effect that trends toward requiring recycling, waste reduction at the source and prohibiting the disposal of certain types of wastes could have on volumes of waste going to landfills;

changes by the Financial Accounting Standards Board or other accounting regulatory bodies to generally accepted accounting principles or policies;

acts of war, riots or terrorism, including the events taking place in the Middle East and the continuing war on terrorism, as well as actions taken or to be taken by the United States or other governments as a result of further acts or threats of terrorism, and the impact of these acts on economic, financial and social conditions in the United States; and

the timing and occurrence (or non-occurrence) of transactions and events which may be subject to circumstances beyond our control.

The risks included here are not exhaustive. Refer to **Risk Factors** for further discussion regarding our exposure to risks. You should be aware that any forward-looking statement made by us in this prospectus supplement and the accompanying prospectus, the documents incorporated herein and therein by reference or elsewhere, speaks only as of the date on which we make it. New risks and uncertainties come up from time to time, and it is impossible for us to predict these events or how they may affect us. In light of these risks and uncertainties, you should keep in mind that any scenarios or results contained in any forward-looking statement made in this prospectus supplement and the accompanying prospectus, the documents incorporated herein and therein by reference or elsewhere might not occur. Readers are cautioned not to place undue reliance on these forward-looking statements. Except to the extent required by applicable law or regulation, we undertake no obligation to update or publish revised forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

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SUMMARY

This summary highlights selected information contained elsewhere or incorporated by reference in this prospectus supplement and the accompanying prospectus. Because this is only a summary, it may not contain all of the information you should consider in making your investment decision. To understand all of the terms of this offering and for a more complete understanding of our business, you should carefully read this entire prospectus supplement and the accompanying prospectus, particularly the section entitled Risk Factors, and the documents incorporated by reference in this prospectus supplement and the accompanying prospectus.

The Company

We are the second largest provider of services in the domestic non-hazardous solid waste industry as measured by revenue. As of March 31, 2011, we provide non-hazardous solid waste collection services for commercial, industrial, municipal and residential customers through 343 collection companies in 40 states and Puerto Rico, and we own or operate 201 transfer stations, 195 active solid waste landfills and 74 recycling facilities. We also operate 73 landfill gas and renewable energy projects. We completed our merger with Allied Waste Industries, Inc. in December 2008. We believe that this merger created a strong operating platform that will allow us to continue to provide quality service to our customers and superior returns to our stockholders.

We were incorporated as a Delaware corporation in 1996. Our principal and administrative offices are located at 18500 North Allied Way, Phoenix, Arizona 85054. Our telephone number at that location is (480) 627-2700. We maintain a website at <http://www.republicservices.com>. The information on our website is not part of this prospectus supplement or the accompanying prospectus.

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The following summary contains basic information about the Notes and is not intended to be complete. It may not contain all of the information that is important to you. Certain terms and conditions described below are subject to important limitations and exceptions. For a more complete description of the terms of the Notes, see Description of Notes.

Issuer	Republic Services, Inc.
Securities Offered	<p>\$ aggregate principal amount of % notes due 2018.</p> <p>\$ aggregate principal amount of % notes due 2023.</p> <p>\$ aggregate principal amount of % notes due 2041.</p>
Maturity Date	<p>2018 Notes: , 2018.</p> <p>2023 Notes: , 2023.</p> <p>2041 Notes: , 2041.</p>
Interest Rate	<p>2018 Notes: %, accruing from the issue date of the Notes.</p> <p>2023 Notes: %, accruing from the issue date of the Notes.</p> <p>2041 Notes: %, accruing from the issue date of the Notes.</p>
Interest Payment Dates	and , beginning , 2011.
Ranking	The Notes will be our unsecured unsubordinated obligations and will rank equally with all of our other unsecured and unsubordinated indebtedness from time to time outstanding. The Notes will be senior to any of our subordinated indebtedness from time to time outstanding and will rank junior to our secured indebtedness from time to time outstanding to the extent of the value of the assets securing such indebtedness. The Notes will also be effectively junior in right of payment to all existing and future liabilities, including trade payables, of our domestic subsidiaries that do not guarantee the Notes and all of our foreign subsidiaries, which will not guarantee the Notes.
Guarantees	The Notes initially will be guaranteed, jointly and severally, by all of our subsidiaries that guarantee our revolving credit facilities. Each guarantee will be a senior obligation of the guarantor, will rank equally with all unsecured and unsubordinated indebtedness of the guarantor from time to time outstanding, will rank senior to any subordinated indebtedness of the guarantor from time to time outstanding and will rank junior to any secured indebtedness of a guarantor from time to time outstanding to the extent of the value of the assets securing such indebtedness.

Optional Redemption

At our option, we may redeem some or all of the Notes, at any time or from time to time at a redemption price equal to their principal amount plus a make-whole premium, as described in this prospectus supplement, plus accrued and unpaid interest. Commencing three months prior to their maturity date, we may redeem some or all of the 2023 Notes, at any time and from time to time at a redemption price equal to the principal amount of the 2023 Notes being redeemed plus accrued and unpaid interest. Commencing six months prior to their maturity date, we may redeem some or all of the 2041 Notes, at any time and from time to time at a redemption price equal to the principal amount of the 2041 Notes being redeemed plus accrued and unpaid interest to the redemption date. The redemption prices are described under Description of Notes Optional Redemption.

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Change of Control	If we experience specific kinds of changes of control, each holder of the Notes will have the right to require us to purchase all or a portion of such holder's Notes, at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest. See "Description of Debt Securities—Change of Control Triggering Event" in the accompanying prospectus.
Covenants	The indenture governing the Notes provides for certain limitations on our ability and the ability of certain of our subsidiaries to (i) create liens on the capital stock or indebtedness of any principal subsidiary or certain property and (ii) enter into sale and leaseback transactions.
Consolidation, Mergers and Sales of Assets	We may not consolidate, merge or sell substantially all of our assets as an entirety, unless, among other requirements: (i) the successor corporation assumes our obligations on the Notes and (ii) no Event of Default (as defined in the indenture governing the Notes) has occurred and is continuing.
Events of Default—Cross Default	Failure to pay when due any of our obligations or any of our principal subsidiaries' obligations in the aggregate principal amount of at least \$25 million that continues for 25 days after notice to us by the trustee or holders of at least 25% in principal amount of the Notes then outstanding constitutes a default under the indenture governing the Notes.
Use of Proceeds	We estimate that the net proceeds of this offering will be approximately \$, after deducting underwriting discounts and estimated offering expenses payable by us. From the net proceeds of this offering we expect to use: (i) \$621.4 million to fund the redemption of our \$600 million 7.125% senior notes maturing in 2016; (ii) \$81.5 million to purchase approximately \$59.1 million of our subsidiary Browning-Ferris Industries, LLC's 9.25% debentures maturing in 2021; (iii) \$221.8 million to purchase approximately \$180.7 million of our subsidiary Browning-Ferris Industries, LLC's 7.40% debentures maturing in 2035; (iv) \$607.0 million to repay borrowings under our revolving credit facilities; and (v) the remainder for general corporate purposes.

Investing in the Notes involves substantial risks. See "Risk Factors" beginning on page S-4 of this prospectus supplement for a discussion of certain risks relating to us, our business and an investment in the Notes that you should carefully consider before investing in the Notes.

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RISK FACTORS

An investment in the Notes is subject to risk. Before you decide to invest in the Notes, you should consider the risk factors below as well as the risk factors discussed in our Annual Report on Form 10-K for the year ended December 31, 2010 incorporated by reference in the accompanying prospectus.

We have substantial indebtedness, which may limit our financial flexibility.

As of March 31, 2011, we had approximately \$7.1 billion in principal value of debt and capital leases outstanding. This amount of indebtedness and our debt service requirements may limit our financial flexibility to access additional capital and make capital expenditures and other investments in our business, to withstand economic downturns and interest rate increases, to plan for or react to changes in our business and our industry, and to comply with the financial and other restrictive covenants of our debt instruments. Further, our ability to comply with the financial and other covenants contained in our debt instruments may be affected by changes in economic or business conditions or other events that are beyond our control. If we do not comply with these covenants and restrictions, we may be required to take actions such as reducing or delaying capital expenditures, reducing dividends or stock repurchases, selling assets, restructuring or refinancing all or part of our existing debt, or seeking additional equity capital.

We may be able to incur substantially more debt. This could exacerbate the risks associated with our indebtedness.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. The Notes and the existing terms of our other debt do not prohibit us and our subsidiaries from incurring significant additional indebtedness in the future, subject to maintenance of certain financial covenants in our credit facilities.

We may not be able to purchase the Notes if we experience a change of control triggering event.

If we experience a change of control triggering event, we will be required to offer to purchase each holder's Notes at a price equal to 101% of their principal amount plus accrued and unpaid interest. When such change of control event occurs, we may not have sufficient financial resources to purchase all of the Notes that holders tender to us in connection with a change of control offer. The instruments governing our credit facilities also provide that a change of control will be a default that allows the lenders thereunder to accelerate the maturity of borrowings thereunder, and we have other debt that must be repurchased upon a change of control. Any future debt agreements may contain similar provisions. Our failure to purchase the Notes as required under the indenture governing the Notes would be a default, which could have material adverse consequences for us. See "Description of Debt Securities - Change of Control Triggering Event" in the accompanying prospectus.

The Notes and guarantees are unsecured and will be effectively subordinated to all of our and our subsidiary guarantors' existing and future secured obligations to the extent of the collateral securing such obligations.

The Notes and guarantees are unsecured and will be effectively subordinated to all of our and our subsidiary guarantors' secured obligations from time to time outstanding to the extent of the collateral securing such obligations. Each of our \$1.25 billion revolving credit facilities is unsecured. As of March 31, 2011, we had \$91.9 million of secured debt outstanding, including obligations under capital leases. The indenture governing the Notes generally will allow us to incur liens in an amount up to, in addition to specified permitted liens, 20% of our consolidated net tangible assets. As of March 31, 2011, the book value of our property and equipment, including landfill development costs, approximated \$6.7 billion. See "Description of Debt Securities - Certain Covenants" in the accompanying prospectus.

We conduct a substantial portion of our operations through our subsidiaries. Not all of our subsidiaries will guarantee the Notes and assets of our non-guarantor subsidiaries may not be available to make payments on the Notes.

Cash flow and our ability to service debt, including the Notes, depends substantially on the distribution of earnings, loans or other payments made by our subsidiaries to us. If distributions from our subsidiaries to us were eliminated, delayed, reduced or otherwise impaired, our ability to make payments on the Notes would be substantially impaired. Payments on the Notes will only be required to be made by us and the subsidiary guarantors. The non-guarantor subsidiaries include subsidiaries that are not wholly owned, insurance companies,

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other finance-related subsidiaries, foreign subsidiaries and other subsidiaries which are not guarantors under our credit facilities. Because the non-guaranteeing subsidiaries may have other creditors and are not obligated to repay and do not guarantee repayment of the Notes, you cannot rely on such subsidiaries to make any payments on the Notes directly to you or to make sufficient distributions to enable us to satisfy our obligations to you under the Notes. If any or all of our non-guarantor subsidiaries become the subject of a bankruptcy, liquidation or reorganization, the creditors of the subsidiary or subsidiaries, including debt holders, must be paid in full out of the subsidiary's or subsidiaries' assets before any monies may be distributed to us as the holder of the equity in the subsidiary or subsidiaries.

The subsidiary guarantees of the Notes may be limited in duration.

The Notes will be guaranteed by substantially all of our subsidiaries. The subsidiary guarantors may be released from their respective obligations under the indenture under certain circumstances, including the release of such subsidiary guarantors from their obligations under our revolving credit facilities. Under such circumstances the Notes would no longer have the benefit of subsidiary guarantees and holders of the Notes would no longer have direct claims against the subsidiary guarantors.

The subsidiary guarantees of the Notes may be subject to review under United States federal or state fraudulent transfer law, which could limit their enforceability.

To the extent that a United States federal or state court were to find that (x) the guarantees were incurred with intent to hinder, delay or defraud any present or future creditor, or a subsidiary guarantor contemplated insolvency with a design to prefer one or more creditors to the exclusion in whole or in part of others, or (y) the subsidiary issuing the guarantee did not receive fair consideration or reasonably equivalent value for issuing its guarantees and any subsidiary guarantor (i) was insolvent, (ii) was rendered insolvent by reason of the issuance of the guarantees, (iii) was engaged or about to engage in a business or transaction for which the remaining assets of a subsidiary guarantor constituted unreasonably small capital to carry on its business or (iv) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they matured, that court could avoid or subordinate the guarantees in favor of a subsidiary guarantor's other creditors. If the guarantees are subordinated, payments of principal and interest on the Notes generally would be subject to the prior payment in full of all other indebtedness of the subsidiary guarantor. Among other things, a legal challenge of the guarantees on fraudulent conveyance grounds may focus on the benefits, if any, realized by the subsidiary guarantor as a result of the issuance by us of the Notes. The extent (if any) to which a particular subsidiary guarantor may be deemed to have received such benefits may depend on our use of the proceeds of this offering, including the extent (if any) to which such proceeds or benefits therefrom are contributed to the subsidiary guarantor. The measure of insolvency for purposes of the foregoing will vary depending on the law of the applicable jurisdiction. Generally, however, an entity would be considered insolvent if the sum of its debts (including contingent or unliquidated debts) is greater than all of its property at a fair valuation or if the present fair saleable value of its assets is less than the amount that will be required to pay its probable liability under its existing debts as such debts become absolute and matured. Based upon financial and other information currently available to us, we presently believe that the guarantees are being incurred for proper purposes and in good faith, and that the subsidiary guarantors (i) are solvent and will continue to be solvent after issuing the guarantees, (ii) will have sufficient capital for carrying on their business after such issuance and (iii) will be able to pay their debts as they mature. A court may not agree with these conclusions. In addition, a court could determine that any particular subsidiary guarantor did not receive fair consideration or reasonably equivalent value for issuing its guarantee.

Your ability to transfer the Notes offered hereby may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the Notes offered hereby.

The Notes are new issues of securities for which there is currently no trading market. We do not intend to have the Notes listed on a national securities exchange. The underwriters have advised us that they intend to make a market in

the Notes offered hereby, as permitted by applicable laws and regulations; however the underwriters are not obligated to make a market in the Notes, and they may discontinue their market-making activities at any time without notice. Therefore, we cannot assure you that an active market for the Notes will develop or, if developed, that such a market will continue. In addition, subsequent to their initial issuance, the Notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.

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The following table shows our ratio of earnings to fixed charges for the three months ended March 31, 2011 and for each of the years ended December 31, 2010, 2009, 2008, 2007 and 2006. It should be noted that on December 5, 2008 we acquired all the issued and outstanding shares of Allied in a stock-for-stock transaction for an aggregate purchase price of \$12.1 billion, which included approximately \$5.4 billion of debt, at fair value. For the purpose of computing these ratios, the numerator, earnings, consists of income from continuing operations before provision for income taxes plus interest expense and an estimate of interest within rent expense divided by the denominator, fixed charges, which consists of interest expense including amounts capitalized and an estimate of interest within rent expense.

	Three Months Ended March 31, 2011	2010	Year Ended December 31,			
			2009	2008	2007	2006
Ratio of earnings to fixed charges	3.1	2.6	2.4	2.1	5.6	5.3

USE OF PROCEEDS

We estimate that the net proceeds of this offering will be approximately \$, after deducting underwriting discounts and estimated offering expenses payable by us. From the net proceeds of this offering we expect to use: (i) \$621.4 million to fund the redemption of our \$600 million 7.125% senior notes maturing in 2016; (ii) \$81.5 million to purchase approximately \$59.1 million of our subsidiary Browning-Ferris Industries, LLC's 9.25% debentures maturing in 2021; (iii) \$221.8 million to purchase approximately \$180.7 million of our subsidiary Browning-Ferris Industries, LLC's 7.40% debentures maturing in 2035; (iv) \$607.0 million to repay borrowings under our revolving credit facilities; and (v) the remainder for general corporate purposes. As of April 29, 2011, the interest rates for borrowings under our revolving credit facility due April 2016 and our revolving credit facility due September 2013 were 1.46% and 1.55%, respectively.

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DESCRIPTION OF NOTES

The following description of the particular terms of the % Notes due , 2018, the % Notes due , 2023 and the % Notes due , 2041 (which each represent a new series of, and are referred to in the accompanying prospectus as, the debt securities) supplements, and to the extent inconsistent with, replaces the description of the general terms and provisions of the debt securities set forth in the accompanying prospectus.

We will issue the Notes under the indenture between us and The Bank of New York Mellon Trust Company, N.A., as trustee, dated as of September 8, 2009, as supplemented by the second, third and fourth supplemental indentures, each to be dated as of May , 2011. In this prospectus supplement we refer to that indenture as so supplemented as the indenture. The terms of the Notes include those set forth in the indenture and those made a part of the indenture by reference to the Trust Indenture Act of 1939, as amended.

The following description of certain provisions of the Notes and of the indenture is a summary and is subject to, and qualified in its entirety by reference to, the accompanying prospectus and the indenture. Not all the defined terms used in this prospectus supplement are defined here, and you should refer to the accompanying prospectus or indenture for the definitions of such terms. References, in this section only, to we, our and us refer to Republic Services, Inc., exclusive of our subsidiaries.

General

The 2018 Notes will:

- accrue interest at the rate of % per year;
- be initially limited to \$ aggregate principal amount;
- be issued in denominations of \$2,000 and integral multiples of \$1,000; and
- mature on , 2018.

The 2023 Notes will:

- accrue interest at the rate of % per year;
- be initially limited to \$ aggregate principal amount;
- be issued in denominations of \$2,000 and integral multiples of \$1,000; and
- mature on , 2023.

The 2041 Notes will:

- accrue interest at the rate of % per year;
- be initially limited to \$ aggregate principal amount;

be issued in denominations of \$2,000 and integral multiples of \$1,000; and

mature on , 2041.

Interest on the Notes will:

accrue from the date of issuance or the most recent interest payment date;

be payable in cash semi-annually in arrears on each and commencing on , 2011;

be payable to the holders of record as of the close of business on and immediately preceding the related interest payment dates; and

be computed on the basis of a 360-day year consisting of twelve 30-day months.

Additional Notes of the same class and series may be issued in one or more tranches from time to time, without notice to or the consent of the existing holders of the Notes. Additional Notes of the same class and series may not be fungible with the 2018 Notes, the 2023 Notes and the 2041 Notes, as applicable, for U.S. federal income tax purposes.

The Notes will be our unsecured unsubordinated obligations and will rank equally with all of our other unsecured and unsubordinated indebtedness from time to time outstanding. The Notes will be senior to any of our subordinated indebtedness from time to time outstanding and will rank junior to our secured indebtedness from time

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to time outstanding to the extent of the value of the assets securing such indebtedness. The Notes will also be effectively junior in right of payment to all existing and future liabilities, including trade payables, of those of our domestic subsidiaries that do not guarantee the Notes and of any of our foreign subsidiaries, which will not guarantee the Notes.

Guarantees

The Notes initially will be guaranteed, jointly and severally, by all of our subsidiaries that guarantee our revolving credit facilities. Each guarantee will be a senior obligation of the guarantor, will rank equally with all unsecured and unsubordinated indebtedness of the guarantor from time to time outstanding, will rank senior to any subordinated indebtedness of the guarantor from time to time outstanding and will rank junior to any secured indebtedness of a guarantor from time to time outstanding to the extent of the value of the assets securing such indebtedness.

In accordance with the terms of the indenture, each guarantee of a guarantor will be released in the following circumstances:

concurrently with the satisfaction and discharge of the indenture in accordance with the terms of the indenture;

concurrently with the defeasance or covenant defeasance of the Notes in accordance with the terms of the indenture;

upon the consummation of any transaction (whether involving a sale or other disposition of securities, a merger or otherwise) whereby the guarantor ceases to be a Subsidiary of ours; or

upon the termination of such guarantor's obligations under its guarantees provided with respect to our revolving credit facilities, or upon the release of such guarantor from its obligations under our revolving credit facilities.

Optional Redemption

The 2018 Notes, at any time prior to the date that is three months prior to their maturity date, the 2023 Notes and, at any time prior to the date that is six months prior to their maturity date, the 2041 Notes, will be redeemable, as a whole or in part, at our option, at any time or from time to time, at a redemption price equal to the greater of:

(1) 100% of the principal amount of the Notes to be redeemed, and

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed, discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate, plus basis points in the case of the 2018 Notes, basis points in the case of the 2023 Notes and basis points in the case of the 2041 Notes.

In the case of each of clauses (1) and (2), accrued and unpaid interest will be payable to the redemption date.

On or after the date that is three months prior to their maturity date, the 2023 Notes and, on or after the date that is six months prior to their maturity date, the 2041 Notes will be redeemable, as a whole or in part, at our option, at any time or from time to time, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest thereon to the date of redemption.

Holders of Notes to be redeemed will receive notice thereof by first-class mail at least 30 and not more than 60 days before the date fixed for redemption. If fewer than all of the Notes are to be redeemed, the trustee will select, at least

30 and not more than 60 days prior to the redemption date, the particular Notes or portions thereof for redemption from the outstanding Notes not previously called by such method as the trustee deems fair and appropriate.

On and after the redemption date, interest will cease to accrue on the Notes or any portion of the Notes called for redemption unless we default in the payment of the redemption price and accrued interest. On or before the redemption date, we will deposit with a paying agent (or the trustee) money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed on that date.

Comparable Treasury Issue means the U.S. Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term (Remaining Life) of the Notes to be redeemed that

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would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

Comparable Treasury Price means, with respect to any redemption date, (1) the average of five Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

Independent Investment Banker means any of Barclays Capital Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc. and their respective successors, or if all of such firms are unwilling or unable to select the Comparable Treasury Issue, an independent investment banking institution of national standing appointed by us.

Reference Treasury Dealer means (1) each of Barclays Capital Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc. and their respective successors, provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer (a Primary Treasury Dealer), we will substitute for such bank another Primary Treasury Dealer and (2) any other Primary Treasury Dealer selected by the Independent Investment Banker after consultation with us.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

Treasury Rate means, with respect to any redemption date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated H.15(519) or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption Treasury Constant Maturities, for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate will be calculated on the third business day preceding the redemption date.

Change of Control Triggering Event

If we experience specific kinds of changes of control, each holder of the Notes will have the right to require us to purchase all or a portion of such holder's Notes, at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest. A description of the terms of such a required purchase is set forth in the accompanying prospectus under the heading Description of Debt Securities Change of Control Triggering Event.

Defeasance and Covenant Defeasance

The provisions regarding defeasance and covenant defeasance in the accompanying prospectus will apply to each series of Notes.

Global Securities

The Notes will be represented by one or more global securities that will be deposited with, or on behalf of, The Depository Trust Company, or DTC, the depository for the Notes, and registered in the name of Cede & Co., the nominee of DTC. So long as the Notes are represented by a global security or securities, the interest payable on the Notes will be paid to Cede & Co., the nominee of DTC, or its registered assigns, as the registered owner of the Notes, by wire transfer in immediately available funds on each interest payment date. If the Notes are no longer represented by a global security or securities, payment of interest on the Notes may, at our option, be made by check mailed to

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the address of the person entitled thereto. A description of DTC's procedures is set forth in the accompanying prospectus under the heading "Description of Debt Securities - Book-Entry System."

Indirect access to DTC's system is also available to other entities such as Clearstream Luxembourg, a société anonyme (Clearstream Luxembourg) the Euroclear System (Euroclear), banks, brokers, dealers and trust companies (collectively, the indirect participants) that clear through or maintain a custodial relationship with a participant, either directly or indirectly. Investors who are not participants may beneficially own securities held by or on behalf of DTC only through participants or indirect participants.

Clearstream Luxembourg is incorporated under the laws of Luxembourg as a professional depository. Clearstream Luxembourg holds securities for its participating organizations (Clearstream Luxembourg Participants) and facilitates the clearance and settlement of securities transactions between Clearstream Luxembourg Participants through electronic book-entry changes in accounts of Clearstream Luxembourg Participants, thereby eliminating the need for physical movement of certificates. Clearstream Luxembourg provides Clearstream Luxembourg Participants with, among other things, services for safekeeping, administration, clearance and establishment of internationally traded securities and securities lending and borrowing. Clearstream Luxembourg interfaces with domestic markets in several countries. As a professional depository, Clearstream Luxembourg is subject to regulation by the Luxembourg Monetary Institute. Clearstream Luxembourg Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, and may include the underwriters. Indirect access to Clearstream Luxembourg is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream Luxembourg Participant either directly or indirectly.

Distributions with respect to Notes held beneficially through Clearstream Luxembourg will be credited to cash accounts of Clearstream Luxembourg Participants in accordance with its rules and procedures to the extent received by the U.S. depository for Clearstream Luxembourg.

Euroclear was created in 1968 to hold securities for participants of Euroclear (Euroclear Participants) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several markets in several countries. Euroclear is operated by Euroclear Bank S.A./N.V. (the Euroclear Operator), under contract with Euroclear Clearance Systems S.C., a Belgian cooperative corporation (the Cooperative). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear Operator is regulated and examined by the Belgian Banking Commission. Distributions of principal and interest with respect to Notes held through Euroclear or Clearstream Luxembourg will be credited to the cash accounts of Euroclear or Clearstream Luxembourg participants in accordance with the relevant system's rules and procedures, to the extent received by such system's depository.

Links have been established among DTC, Clearstream Luxembourg and Euroclear to facilitate the initial issuance of the Notes and cross-market transfers of the Notes associated with secondary market trading. DTC will be linked indirectly to Clearstream Luxembourg and Euroclear through the DTC accounts of their respective U.S. depositories.

The information in this section concerning the operations and procedures of DTC, Clearstream Luxembourg and Euroclear has been obtained from sources that Republic believes to be reliable, but neither Republic nor the underwriters take responsibility for their accuracy. These operations and procedures are solely within the control of DTC, Euroclear and Clearstream Luxembourg, as applicable, and are subject to change by them from time to time. None of Republic, the underwriters or the trustee takes any responsibility for these operations and procedures, and you are urged to contact DTC, Euroclear, Clearstream Luxembourg or their respective participants to discuss these matters.

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