

## CITY OF DRIPPING SPRINGS

### AMENDMENT TO SOLID WASTE ORDINANCE NO. 1750.04

AN AMENDMENT, AT THE REQUEST OF PROGRESSIVE WASTE SOLUTIONS OF TX, INC. TO CHANGE THEIR D/B/A FROM WASTE CONNECTIONS OF TEXAS, INC. TO WC OF TEXAS.

**WHEREAS**, the City of Dripping Springs, Texas, received a letter of request (*Attachment "B"*) from Progressive Waste Solutions of Texas, Inc. on November 6, 2017 to change Progressive Wastes Solutions of Texas, Inc.'s d/b/a from Waste Connections of Texas, Inc. to WC of Texas; and

**WHEREAS**, Progressive Waste Solutions of Texas, Inc. has provided the City with an updated Form W-9 (*Attachment "C"*) designating the d/b/a as WC of Texas; and

**WHEREAS**, the City will strike the d/b/a Waste Connections of Texas, Inc., replacing it with the d/b/a WC of Texas.

**NOW, THEREFORE, BE IT ORDAINED** by the Dripping Springs City Council:

#### 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

#### 2. ENACTMENT

Ordinance No. 1750.04 is hereby amended in accordance with *Attachment "C"*, which is attached hereto and incorporated into Ordinance No. 1750.04 for all intents and purposes. Any underlined text shall be inserted into the code and any struck-through text shall be deleted from the code, as stated on *Attachment "C"*.

#### 3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

#### 4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

### 5. EFFECTIVE DATE

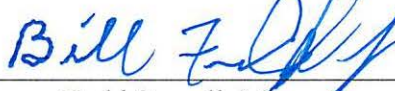
This Ordinance shall be effective immediately upon passage and publication as provided for by law. The City Secretary is hereby directed to ensure that *Attachment "A"* is signed and acknowledged and forwarded to the Texas Municipal Retirement System.

### 6. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED, APPROVED AND ADOPTED**, this the 14<sup>th</sup> of November 2017, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Todd Purecell, Mayor

BILL FOULTS, MAYOR PRO TEM

ATTEST:

  
Andrea Cunningham, City Secretary

City of Dripping Springs  
CODE OF ORDINANCES  
CHAPTER 10. HEALTH & SANITATION  
ARTICLE 10.4: SOLID WASTE  
SUBCHAPTER A: FRANCHISE  
DIVISION 1. ENACTMENT PROVISIONS

**Sec 10.04.001 ~~Popular~~ Popular Name**

This Chapter shall be commonly cited as the "Solid Waste Franchise" Ordinance.

**Sec. 10.04.002 Purpose**

**(a) Provisions**

this Chapter provides City residents with guidelines for receiving solid waste removal services and identifies Progressive Waste Solutions of TX d/b/a ~~Waste Connections of Texas~~ WC of Texas as the private service provider contracted to carry out municipal solid waste collection and disposal.

**(b) Public Welfare**

The purpose of this Chapter is to promote the public welfare by providing for collection and disposal of residential, commercial, and industrial solid waste.

**Sec. 10.04.003 Scope**

This Chapter applies to all property within the incorporated municipal boundaries (i.e., "city limits") and the extraterritorial jurisdiction ("ETJ"). This Chapter applies to action taken after the date of enactment.

DIVISION 2. DEFINITIONS

**Sec 10.04.010 General**

Words and phrases used in this Chapter shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa).

versa). The word “shall” is always mandatory, while the word “may” is merely directory. Headings and captions are for reference purposes only.

#### **Sec 10.04.011 Specific**

**Alley:** a publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel.

**City:** the City of Dripping Springs, a municipal corporation, located in Hays County in the State of Texas.

**Council:** the City Council, the governing body of the City of Dripping Springs.

**Grantee:** the Company authorized to provide waste hauling service, Progressive Waste Solutions of TX d/b/a ~~Waste Connections of Texas~~ WC of Texas, to the City of Dripping Springs, or its successor, transferee, or assignee.

**Gross Revenue:** all revenues derived directly or indirectly by the Grantee, its affiliates, subsidiaries, parent, and any person in which the Grantee has a financial interest, from or in connection with the operation of the waste hauling service pursuant to this Chapter. “Gross Revenue” shall not include any taxes or fees on waste hauling services furnished by the Grantee imposed directly upon any customer by the state, City or other governmental unit and collected by the Grantee on behalf of such governmental units.

**Sidewalk:** that portion of a street that is not improved and maintained for vehicular travel.

**Street:** a publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular traffic.

**Subscriber:** a recipient of waste hauling services under this Chapter.

**Waste Hauling Service:** all municipal solid waste collection and removal services provided by the Grantee to a customer residing in the City of Dripping Springs. This term includes collections from residential or residential and commercial customers.

### **DIVISION 3. FRANCHISE**

#### **Sec. 10.04.020 Franchise Required**

No person providing waste hauling services shall be allowed to occupy or use the streets of the City or be allowed to operate within the City without a franchise from the City.

#### **Sec. 10.04.021 Granting Franchise**

There is hereby granted to Grantee for the full term of three (3) years from the effective date of this Chapter the right, privilege, and franchise to have, use, and operate in the entire area of the City a waste hauling service; and to have, use and operate its vehicles in, over, under, along, and across the present and future streets and alleys. This grant for use of City streets and alleys *is exclusive*, but does not establish priority for use over permit holders or the City’s or public’s use of public property. The Grantee’s use of City streets and alleys

shall be subject to and in accordance with the City's policies and procedures governing said use. The exclusive franchise granted by this Chapter shall apply to both residential and non-residential customers.

**Sec. 10.04.022 Acceptance of Franchise**

The Grantee shall, within thirty (30) days from the date this Chapter takes effect, file with the City Secretary of the City a written, sworn statement signed in its name and behalf in substantially the following form:

To the Honorable Mayor of Dripping Springs:

Progressive Waste Solutions of TX d/b/a ~~Waste Connections of Texas~~ WC of Texas for itself, successors and assigns, hereby accepts this Franchise and agrees to be bound by all of its terms and provisions.

The franchise authorized by this Chapter shall take effect upon the City's receipt of the statement required above.

DIVISION 4. FRANCHISE FEE

**Sec. 10.04.030**

The Grantee shall pay quarterly to the City a franchise fee in an amount equal to seven percent (7%) of all fees collected from customers pursuant to the franchise derived during the preceding quarter from or in connection with the operation of its waste hauling service within the City pursuant to this Chapter.

**Sec. 10.04.031**

The franchise fee and other costs or penalties assessed shall be paid quarterly to the City within thirty (30) days following the end of the quarterly period for which said payment is due. A five percent (5%) penalty will be assessed on delinquent amounts. An addition five percent (5%) penalty will be assessed if such delinquent amounts are not paid within thirty (30) days from the due date. Thereafter, the delinquent amount will bear interest at the rate of the prime rate as established by the City depository plus four (4%) per annum until paid. The franchise fee payment shall be delivered to the City's Secretary, along with a franchise fee statement, showing, in a form prescribed or approved by the City Administrator, the calculations of the amount of such quarterly payment. This fee statement shall be certified by an officer of the Grantee.

**Sec. 10.04.032**

Should the City question the accuracy of or request an explanation of any quarterly statement provided by the Grantee, Grantee shall within fifteen (15) days of receiving a writing transmittal of such question or request, provide the City with a written answer. Should such written answer not be satisfactory to the City, City shall have the right to review or audit the Grantee's franchise fee statements and statements of revenues and other books and records as they relate to Grantee's operations in Dripping Springs, and to re-compute any amounts determined to be

payable under this Chapter, provided, however, that any such review or audit shall take place within thirty-six (36) months following the close of the fiscal year covered by such statement(s). any additional amount due to the City as a result of the City's review or audit shall be paid within thirty (30) days following written notice to the Grantee by the City.

#### DIVISION 5. ENFORCEMENT

##### **Sec. 10.04.040 Civil & Criminal Penalties**

The City shall have the power to administer and enforce the provision of this Chapter as may be required by governing law. Any person violating any provision of this Chapter is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Chapter is hereby declared to be nuisance.

##### **Sec. 10.04.041 Criminal Penalties**

Any person violating any provision of this Chapter shall, upon conviction, be fined a sum not exceeding two thousand dollars (\$2,000.00). each day that a provision of this Chapter is violated shall constitute a separate offense. An offense under this Chapter is a misdemeanor.

##### **Sec. 10.04.042 Civil Remedies**

Nothing in this Chapter shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Chapter, with each day constituting a separate occurrence, and to seek remedies as allowed by law, including, but not limited to the following:

- (a) injunctive relief to prevent specific conduct that violates the Chapter or to require specific conduct that is necessary for compliance with the Chapter; and
- (b) a civil penalty up to one thousand dollars (\$1,000.00) a day when it is shown that the defendant was actually notified of the provisions of the Chapter and after receiving notice committed acts in violation of the Chapter or failed to take action necessary for compliance with the Chapter; and
- (c) other available relief.

#### DIVISION 6. NOTICES AND INSURANCE

##### **Sec. 10.04.050 Notices**

All notices from Grantee to the City pursuant to this franchise shall be to the City Mayor, City of Dripping Springs, 511 Mercer Street, Dripping Springs, Texas 78620. All notices to be Grantee pursuant to this franchise shall be to: Progressive Waste Solutions of TX d/b/a ~~Waste Connections of Texas~~ WC of Texas, 9904 FM 812 Austin, Texas. Grantee shall immediately notify of any change address.

##### **Sec. 10.04.051 Insurance Coverage**

- (a) The Grantee shall maintain throughout the term of the franchise, extended coverage and general liability insurance and automobile liability insurance with an insurance

company licensed to do business in the State of Texas, insuring against claims for liability or damages. Proof of insurance coverage in conformance with this Chapter shall be provided to the City within thirty (30) days of the effective date of this Chapter and prior to the performance of any waste collections activities by Grantee otherwise authorized by this Chapter. Extended coverage insurance under this section shall be a minimum of One Million and No/100 Dollars (\$1,000,000.00) general aggregate and One Million and No/100 Dollars (\$1,000,000.00) per occurrence for the protection of the public in connection with:

- a. Liability to persons or damages to property, in any way arising out of or through the acts or omissions of Grantee, its servants, agents or employees or to which Grantee's negligence shall in any way contribute; and
  - b. Arising out of Grantee's operations and relationships with any independent contractor or subcontractor.
- (b) The Grantee shall maintain throughout the term of this franchise workers compensation insurance to cover all employees engaged in activities related to this franchise and such insurance shall contain a waiver of subrogation as to any claim against the City of Dripping Springs.
- (c) The insurance policies obtained by the Grantee in compliance with this section shall be approved by the City Attorney, and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the City Secretary during the term of the franchise, and shall be changed from time to time to reflect changing liability limits, as reasonably required by the Council. The Grantee shall immediately advise the City Attorney of any significant litigation, actual or potential that may develop that would affect this insurance.
- (d) All insurance policies maintained pursuant to this franchise shall contain the following conditions by endorsement:
- a. The City of Dripping Springs shall be an additional named insured and the term "owner" or "City of Dripping Springs" shall include all authorities, boards, bureaus, Councils, Commissions, Divisions, Departments, and offices of the City and the individual members, employees, and agents thereof in their official capacities and/or while acting on behalf of the City.
  - b. Each policy shall require that thirty (30) days prior to the cancellation or material change in policies a notice thereof shall be given to the City Administrator by certified mail.
  - c. Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the Grantee and the City and shall be primary coverage for all losses covered by the policies.
  - d. The policy clause "Other Insurance" shall not apply to the City of Dripping Springs where the City is an insured on the policy.
  - e. Companies issuing the insurance policies shall not have recourse against the City of Dripping Springs for payment of any premiums or assessments which all are set at the sole risk of the Grantee.

## DIVISION 7. LEVEL OF SERVICES

### **Sec. 10.04.060 Customer Satisfaction**

The Grantee shall render efficient service and interrupt service only for a good cause. In the event that the Grantee misses collection of solid waste from over five percent (5%) of its customers in the City on any collection day and such materials are not picked up within twenty-four (24) hours of notice from the residents or the City's representative, the Grantee may be subject to a penalty under this Chapter.

### **Sec. 10.04.061 Toll Free Number**

The Grantee shall have a listed toll free telephone number and have an employee on duty during reasonable business hours so that complaints, requests, and adjustments may be received. Written notice of the customer service number and business hours must be provided to the City within thirty (30) days of the effective date of this Chapter.

### **Sec. 10.04.062 Emergency Use**

In case of an emergency or disaster, the Grantee shall, upon request of the City, make available its collection equipment and services (if reasonable available at that time) to the City for emergency use during the period of emergency or disaster. The cost of such services will be negotiated between the City and the Grantee.

### **Sec. 10.04.063 Vehicles**

Trash hauling vehicles shall not leak liquids such as motor oil, antifreeze, transmission oil, or hydraulic fluid onto the streets, alleys, or sidewalks of the City. If such a leak occurs, the Grantee shall have twenty-four (24) hours to clean up such spills before a fine is levied. Spills which have not been cleaned up within twenty-four (24) hours may subject the Grantee, at the City's sole discretion, to a penalty as provided by this Chapter.

### **Sec. 10.04.064 Empty Containers**

Upon emptying any Subscriber's individual trash containers, Grantee shall replace such empty containers in a location so as to not be on the paved portion of the City streets or interfere with the flow of pedestrian or vehicular traffic.

### **Sec. 10.04.065 Termination**

Upon termination of service to any Subscriber, the Grantee shall promptly remove all of its equipment from the premises of the Subscriber and without cost to the Subscriber.

### **Sec. 10.04.066 Customer Complaints**

Customer complaints, such as calls for missed pick-ups, shall be first directed to the Grantee for resolution. In the event the Grantee is unable to resolve a legitimate customer complaint within twenty-four (24) hours of notice from the resident or City representative, the Grantee may be subject to a penalty as provided by this Chapter.



**Sec. 10.040.067 Hours of Operation**

The Grantee shall not operate in the City before 7:00 a.m., or after 6:00 p.m. on the days of collection without prior approval from an authorized official of the City.

**Sec. 10.040.068 Loads**

The Grantee shall secure and cover all loads to prevent blowing debris.

**Sec. 10.04.069 Contingencies**

This franchise is contingent upon the Grantee's continued compliance with state and federal regulations regarding solid waste collection and disposal. In the event the Grantee receives a violation notice from a state or federal regulatory agency stemming from waste hauling services authorized by this franchise, the Grantee must provide written notice to the City within seventy-two (72) hours of receiving said violation notice.

**Sec. 10.04.070 Emergency Unloading**

In the event the Grantee must perform an emergency, temporary unloading of collected waste (e.g., cargo fire) at a location other than a duly permitted disposal facility, the Grantee shall immediately notify the City and the appropriate emergency responses agencies (e.g., fire department).

**Sec. 10.04.071 Educational Program**

The Grantee shall annually provide an educational program to a school or civic organization in the City at no charge. The program may include literature or a presentation. The subject matter included in the program must address waste reduction, recycling, or other topics encouraging environmental protection.

**Sec. 10.04.072 Billing**

The Grantee shall bill Subscribers. Rates for service may be modified by the Grantee every two (2) years upon thirty (30) days advance notice to and approval by the City.

**Sec. 10.04.073 Contract Specifics**

Specifics regarding type of collection container, type of truck, collection frequency and timing, terms for bulk trash and over-size pickup, and recycling will be specified in the Grantee's *Solid Waste Services Contract*.

Specifics regarding the following will be specified in the Grantee's *Solid Waste Services Contract*:

- (a) type of collection container;
- (b) type of truck;
- (c) collection frequency;
- (d) collection timing;
- (e) terms for bulk trash pickup;
- (f) terms for over-size pickup;

(g) terms for recycling.

## DIVISION 8. INDEMNITY AND OTHER TERMS

### Sec. 10.04.080

The Grantee agrees to indemnify, defend, and save harmless the City, its agents, officers, and employees, against and from any and all claims by or on behalf of any person, firm, or corporation, arising from the conduct of or management of the franchise, or from any occurrence in connection with the franchise; and from any and all claims arising from any breach or default on the part of the Grantee in the performance of any covenant or agreement on the part of the Grantee to be performed pursuant to the terms of its agreement or arising from any act or negligence of the Grantee, or any of its agents, contractors, subcontractors, servants, employees, or licensees; and from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim or proceeding brought thereon.

### Sec. 10.04.081 Compliance with Terms

The Grantee shall not be excused from complying with any of the terms and conditions of this franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

### Sec. 10.04.082 Discrimination Prohibitions

The grantee shall not deny service, or otherwise discriminate against customers or any citizen on the basis of race, sex, color, religion, or national origin.

### Sec. 10.04.083 Reservations

In addition to all other rights and powers retained by the City under this franchise or otherwise, the City reserves the right to declare this franchise forfeited and to terminate the franchise and all rights and privileges of the Grantee hereunder in the events of:

- (a) Violation by Grantee of any material provision of the franchise (e.g., material defaults), including but not limited to failure to collect waste as dictated by the terms of this Chapter, failure to properly dispose of the waste collected pursuant to Texas Commission on Environmental Quality, or any successor agency;
- (b) Violation by Grantee of any material rule, order, regulation, or determination of the City made pursuant to the franchise;
- (c) ~~City made pursuant to the franchise~~;
- (c) Attempt by Grantee to evade any material provision of the franchise or to practice any fraud or deceit upon the city or the Grantee's customers; or
- (d) City's decision to initiate a municipal waste hauling and removal service or to grant a non-exclusive franchise.

### Sec. 10.04.084 Forfeiture Process

In order for the City to declare a forfeiture under this article, City shall make a written demand that the Grantee comply with any such provision, rule, order, or determination

under or pursuant to this franchise. If the violation by the Grantee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the Council may take under consideration the issue of termination of the franchise. The City shall cause to be served upon Grantee, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination and the time and place of the meeting. Public notice shall be given of the meeting and issue which the Council is to consider.

**Sec. 10.04.85 Council Consideration**

The Council shall hear and consider the issue, shall hear any person interested therein, and shall determine, in its discretion, whether or not any violation by the Grantee has occurred.

**Sec. 10.04.086 Council Determination**

If the Council shall determine that the violation by the Grantee was the fault of the Grantee and within its control, the Council may declare the franchise of the Grantee forfeited and terminated, or the Council may grant to Grantee a period of time for compliance.

**Sec. 10.04.087 Receivership**

The City shall have the right to cancel this franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding.

**Sec. 10.04.088 Bankruptcy**

The Council shall have the right to cancel this franchise immediately should the Grantee liquidate, become insolvent, bankrupt, make a transfer for the benefit of creditors, reorganize and enter into an arrangement for the benefit of creditors, or file a voluntary petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or state thereof; or should an involuntary petition be filed against the Grantee.

**DIVISION 9: OPTIONAL EXTENSION OF FRANCHISE**

**Sec. 10.04.090 Extension Request**

This franchise may be extended by the City upon application of the Grantee pursuant to the procedure established as follows, and in accordance with the then applicable law.

**Sec. 10.04.091 Inform City**

At least twelve (12) months prior to the expiration of the initial term of this franchise, Grantee shall inform the City in writing of its intent to seek extension of the franchise. Subsequent extensions shall be filed for as specified by the City Council.

**Sec. 10.04.092 Council Determination**

After giving public notice, the City shall proceed to determine whether the Grantee has satisfactorily performed its obligation under the franchise.

**Sec. 10.04.093 Council Extension**

If the Council finds that an extension of the franchise with Grandee is within the public interest, Council may enter into an extension of the franchise with Grantee under the then appropriate terms and conditions for an additional term of one year. A subsequent extension for a one (1) year period may be applied for by Grantee in accordance with procedures outlined in this Article.

**Sec. 10.04.094 Annexation**

The scope of the franchise granted by this Chapter shall automatically expand upon annexation of territory by the City into the incorporated municipal boundaries (i.e., city limits).

**Sec. 10.04.095 Supremacy of Chapter**

This Chapter supersedes any residential solid waste removal contract within the City's incorporated municipal boundaries (i.e., "city limits") and the extraterritorial jurisdiction ("ETJ").



WASTE CONNECTIONS, INC.  
*Connect with the Future*

November 6, 2017

Ginger Faught  
Deputy City Administrator  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 68620

Re: Requested Change in D/B/A – Progressive Waste Solutions of TX, Inc; D/B/A WC of Texas

Ginger:

Progressive Waste Solutions of TX, Inc. requests that the City of Dripping Springs amend the Ordinance No. 1750.04 Solid Waste Franchise to reflect the correct D/B/A which is WC of Texas. An amending document is attached and signed by our Assistant District Manager, John Harris. We will appreciate this amendment to be accepted by the City at its earliest convenience and thank you for your assistance.

Respectfully,

A handwritten signature in blue ink that reads "Steve Shannon".

Steve Shannon  
Municipal Marketing Manager  
WC of Texas

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Progressive Waste Solutions of TX, Inc.</b>	
	2 Business name/disregarded entity name, if different from above <b>WC of Texas</b>	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>3 Waterway Square Place, Suite 110</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>The Woodlands, Texas 77380</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

-			-								

or

**Employer identification number**

7	5	-	2	5	4	5	1	1	6
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>6/29/16</u>
------------------	----------------------------	-----------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.