

TEXAS DISPOSAL SYSTEMS	§	IN THE DISTRICT COURT OF
LANDFILL, INC.,	§	
Plaintiff,	§	
	§	
v.	§	BEXAR COUNTY, TEXAS
	§	
CITY OF SAN ANTONIO, TEXAS,	§	
Defendant.	§	288 <sup>th</sup> JUDICIAL DISTRICT

**PLAINTIFF TEXAS DISPOSAL SYSTEMS LANDFILL, INC.’S  
OPPOSITION TO DEFENDANT’S APPLICATION FOR  
TEMPORARY RESTRAINING ORDER**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Texas Disposal Systems Landfill, Inc. (“TDSL”) files this Opposition to the Application for Temporary Restraining Order (“TRO Application”) of Defendant City of San Antonio (“City”). The City’s requested relief should be denied for multiple reasons, including:

- The City has materially breached the agreements between the parties by failing to pay legitimate invoices; its TRO Application seeks to avoid the consequences of these breaches.
- The City fails to acknowledge that material changes in circumstances beyond the reasonable expectations of both parties has resulted in multi-million-dollar losses to TDSL every year, necessitating either adjustment of rates or termination of any obligation by TDSL to accept the City’s waste at the below-cost contract rate.
- The City misinterprets the contractual provision regarding priority, which only requires that TDSL use *reasonable* care; the agreement does not require TDSL to incur a multi-million-dollar loss.
- The City cannot show irreparable harm; whether it will be able to continue access to Starcrest is entirely within its own power, and even if its access to the Starcrest Transfer Station is terminated pending the litigation, the City has multiple options for disposal without any real threat to public health and safety, and its alleged damages are readily subject to calculation, providing an adequate remedy at law.

**FACTUAL SUMMARY**

This Opposition will summarize those facts important for the Court’s consideration of the TRO Application, focusing primarily on those issues on which the City seeks immediate relief.

**1. The two components of TDSL’s services: the Landfill and the Transfer Station.**

Under the contracts between the parties, as amended and supplemented (together, the “Agreement”<sup>1</sup>), TDSL’s services to the City comprise essentially two elements. One element is disposal of the City’s waste at TDSL’s landfill in Creedmoor (near Buda), which is just off Interstate 35 in southern Travis County. TDSL charges the City a per-ton rate of \$23.27 for landfill disposal; that rate is not at issue in this lawsuit, neither as a portion of the City’s rate to deliver its waste to Starcrest or to direct haul its waste to the TDSL landfill. The TDSL landfill is one of three landfills currently used by the City for disposal of municipal solid waste.

The second element of TDSL’s service is operation of the Starcrest Transfer Station (“Starcrest”), located north of the San Antonio International Airport. This includes receiving the City’s garbage route trucks, transferring the waste to large trailers that hold as much as several truckloads, and trucking the waste to the TDSL landfill. This arrangement offers the City efficiencies in routing its trucks because the other two landfills used by the City are on the opposite side of the metro area, so routes in the northern and western parts of the city can be completed more quickly and efficiently if the route trucks empty their loads at Starcrest rather than travelling cross-city to the other landfills. The Agreement also gives the City the option of hauling waste directly to the TDSL landfill, instead of or in addition to hauling to Starcrest.

Under the Agreement, the City must either deliver a total of 100,000 tons of regularly collected municipal waste per year to TDSL (to Starcrest and/or the landfill) or pay TDSL for the shortfall; this is known as a “put-or-pay” provision. For example, if the City only delivered 80,000 tons in a particular year, it would be required to pay TDSL an additional amount equal to what it would have paid had the other 20,000 tons been delivered. The put-or-pay provision and

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<sup>1</sup> The documents constituting the Agreement between the parties are attached as Exhibits B-F to the City’s TRO Application.

its assurance of cash flows to cover its cost of operations was essential to TDSL's entry into the Agreement.

**2. The cost of operating Starcrest and hauling waste has increased dramatically over the decades – far beyond the parties' reasonable expectations.**

At the time TDSL responded to the City's request for proposal in 1995 for this contract, the parties reasonably believed that annual increases in operating costs would be consistent with the Consumer Price Index (CPI) for All Urban Wage Earners and Clerical Workers, All Items, for the Southern Region of the United States (the "CPI Escalator"). Consistent with this, the Agreement provided for annual adjustments, based on the CPI Escalator, in the rate TDSL charged the City for Starcrest services.

Neither party anticipated that costs associated with TDSL's operation of Starcrest would increase in a manner far outpacing the CPI Escalator. The non-occurrence of the CPI Escalator's inadequacy as a proxy was a basic, shared assumption of the parties at the time of the Agreement. Its gross inadequacy was an event outside the control of the parties and was not anticipated by the parties.<sup>2</sup> For example, the CPI Escalator as applied to TDSL's rate rose 74% from 1995 through September 2022. This failed to account for drastic increases of cost in items essential to TDSL's services, such as the 806% increase in diesel fuel between 1998 and September 2022, the 200% increase in cost of transfer trucks between 1996 and September 2022, and the 158% increase in the cost of transfer trailers from 1996 to September 2022.<sup>3</sup>

Overall, TDSL's Starcrest total expense – including transfer station operations and hauling waste to the TDSL landfill – increased 233% just between 1999 and September 2022, far more than the 74% increase in the rate it charges the City based on the inadequate CPI Escalator.

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<sup>2</sup> See Ex. 1 (Bob Gregory Affidavit) ¶ 3.

<sup>3</sup> Ex. 1-A.

This has resulted in a loss to TDSL of approximately \$200,000 each and every month, or about \$2.4 million per year.<sup>4</sup>

The City has also experienced unanticipated and dramatic increases in its waste collection and disposal costs. But unlike TDSL, the City has no limit to the amount of increase in rates charged to customers. Between 1995 and September 2022, the City's rates to residents in San Antonio have increased an estimated **215%**, and between 1998 and 2022 the City's budgeted costs for solid waste management have increased **267%**.<sup>5</sup> While the City is able to recoup its increased costs, it vigorously opposes TDSL's efforts to do the same. TDSL has attempted to negotiate with the City for the better part of a decade, with the City never once agreeing to any proposal or offering any meaningful counter-proposal. As a last resort, TDSL initiated litigation.

**3. The City changes its practices and policies on bulky waste after the Agreement, depriving TDSL of expected customers and profitable revenue and increasing costs to TDSL but refusing to pay for the expanded services that are not eligible for the contract rate.**

In the Second Amendment to the Agreement, TDSL agreed to accept at Starcrest the City's "regularly collected Municipal Solid Waste ... as had been processed by the City through the Transfer Station from 1991 to 1996."<sup>6</sup> But after the Agreement was entered, the City changed its practices materially and began delivering waste to Starcrest that was not "regularly collected" during the relevant time period – and thus was not eligible for the lower contract rates.

For example, the City materially changed its practices regarding bulky waste.<sup>7</sup> As defined by City ordinance "bulky waste" consists of "irregularly sized items that do not readily

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<sup>4</sup> Ex. 1 ¶ 3.

<sup>5</sup> Ex. 1-A.

<sup>6</sup> Second Amendment to Agreement (Ex. D to City's TRO Application) at 3-4.

<sup>7</sup> Ex. 1 ¶ 4.

fit into refuse containers,” such as appliances, mattresses and box springs.<sup>8</sup> The City, at the time of the Agreement, collected bulky waste twice yearly using trucks with compacting ability, so that bulky waste was delivered to TDSL at Starcrest in a compacted state. At other times, residents and other private haulers could bring bulky items directly to Starcrest and would be charged rates set by TDSL that were higher than those it charged to the City, in recognition of the fact that non-City-hauled bulky waste would typically be non-compacted and thus would be significantly more expensive for TDSL to process through Starcrest and haul to its landfill and dispose of there.<sup>9</sup>

But after the Agreement, the City unilaterally changed its bulky waste practices, establishing four separate bulky waste drop-off sites that residents can use at any time, at no charge. The City then hauled this bulky waste to Starcrest in large roll-off containers without compacting it, increasing TDSL’s costs with no offsetting increased revenue to TDSL. Further, residents no longer brought their bulky waste to Starcrest (either themselves or through private haulers), so the City’s change of policy deprived TDSL of the additional revenue it would otherwise have received and increased TDSL’s cost of operations.<sup>10</sup>

The City’s claim that “Per the Agreement, bulky waste is appropriate waste for the City to dispose of at Starcrest” at the contract rate is misleading.<sup>11</sup> Because this waste was not “regularly collected” at the time of the Agreement, it was never eligible for the contract rate, nor was it eligible to be counted in satisfaction of the City’s put-or-pay commitment.<sup>12</sup> The City’s bulky waste drop-off center material is not “collected” by anyone, let alone “regularly collected”

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<sup>8</sup> San Antonio Code of Ordinances § 14-1.

<sup>9</sup> Ex. 1 ¶ 4.

<sup>10</sup> *Id.*

<sup>11</sup> Ex. A to City’s TRO Application, Affidavit of David Newman, at ¶ 13; Ex. 1 ¶ 5.

<sup>12</sup> Ex. 1 ¶ 5.

by the City. Also, the full-time operation of the City's free bulky waste drop-off centers cannot be construed as the types of "citizen clean-up events" that took place from 1991 to 1996. And the fact that the City delivered bulky waste at Starcrest for a number of years, without specifically disclosing this, before TDSL realized what the City was doing does not absolve the City of its responsibility to pay TDSL the appropriate price for the services rendered.

#### **4. The City's put-or-pay failure.**

The City is obligated to deliver 100,000 tons of regularly collected municipal solid waste to TDSL each fiscal year, or pay TDSL for the shortfall – a put-or-pay provision. The City has failed to meet this requirement, in at least two ways.

First, as discussed immediately above, the uncompacted bulky waste from citizen drop-off centers is not "regularly collected" waste as the Agreement defines that term, and thus the tonnage of such waste does not qualify to be included in the City's put-or-pay requirement. From 2015 through 2019, the City failed to meet the requirement due to its bulky waste practices.

Second, as explained in more depth below, the City also did not meet the put-or-pay requirement in the 2021-2022 fiscal year. TDSL has sent invoices to the City for the shortfalls, but the City did not pay and is now in default.

#### **5. TDSL's uncompensated repairs to Starcrest.**

The Agreement provides specifically that TDSL "shall not bear the cost for any modifications to the permit or facility requested of TDSL by the City."<sup>13</sup> In approximately 2017, the City demanded that TDSL modify (repair) portions of the Starcrest facility, including the

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<sup>13</sup> Special Addendum (Ex. F to City's TRO Application) paragraph 3(ii)(c).

unloading area. TDSL complied, completing the repairs, but the City has refused to reimburse TDSL for the work.<sup>14</sup>

**6. The City’s erroneous interpretation of the “priority” provision.**

Due to the substantial losses incurred by TDSL at Starcrest, it has been forced to take steps to reduce costs. Sometimes City vehicles wait at Starcrest more than 30 minutes to unload waste. The Agreement states that TDSL “shall use reasonable care” to service City trucks at Starcrest so that the trucks are not “required to wait more than 30 minutes,” with some specific allowances for periods of heavy demand.<sup>15</sup> The City has interpreted this provision to mean that TDSL is in breach if City trucks are required to wait at Starcrest more than 30 minutes to unload, virtually regardless of circumstances. However, the Agreement provides “reasonable care” will be used; it does not impose an absolute 30-minute requirement.<sup>16</sup>

The City has chosen to send route trucks to Starcrest at extremely irregular intervals, with some days and hours seeing very little waste and others seeing extreme loads.<sup>17</sup> The City is not entitled under the Agreement to hold TDSL to always staff Starcrest to meet the City’s irregular peak demand. TDSL staffs Starcrest to accommodate loads of 40 tons per hour, which is sufficient to meet the City’s 100,000-ton annual put-or-pay requirement.<sup>18</sup>

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<sup>14</sup> Ex. 1 ¶ 8.

<sup>15</sup> See Ex. 1 ¶ 15 and citations therein.

<sup>16</sup> *Id.*

<sup>17</sup> Ex. 1 ¶¶ 13-14, 22 & Exs. 1-B & 1-C thereto.

<sup>18</sup> *Id.* ¶ 15.

## ARGUMENT AND AUTHORITIES

### **I. Because the City is in material breach of the Agreement due to non-payment of past-due invoices, TDSL is excused from any obligation to accept City waste at the inadequate rates set forth in the Agreement.**

TDSL has given notice that the City is in default under the Agreement by not paying past-due invoices.<sup>19</sup> The City, in its TRO Application, acknowledges that it does not intend to pay those invoices. TDSL has stated that it will continue to accept City waste at Starcrest, but due to the City's default, TDSL will charge the City the prevailing "gate rate" charged to all other haulers, including the public, and has also offered an alternative discounted per-ton rate.<sup>20</sup> TDSL has further informed the City that absent agreement to a new per-ton rate, TDSL will bill the City at the gate rate on a seven-day basis with seven days to pay, and that if the City fails to pay, TDSL will no longer accept the City's waste until past-due payments of the applicable gate rate are made. As an alternative, TDSL has also offered the City a per-ton fee of \$64.89 per ton (a discounted rate unavailable to the public and which, unlike the contract rate, is sufficient to account for TDSL's increased costs) to continue to access Starcrest,<sup>21</sup> but the City has stated they will not pay that rate either.

The main relief sought by the City in the TRO Application is a Court order commanding TDSL to continue accepting City waste at the Agreement's inadequate rate while ignoring City's defaults — effectively compelling specific performance by TDSL to service the City under any circumstance while simultaneously excusing the City from meeting its obligations under the Agreement. The City is not entitled to this relief because it is in breach of the Agreement, which relieves TDSL from any obligation to accept City waste at the Agreement's inadequate rates.

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<sup>19</sup> Ex. 1 ¶¶ 4, 6, 8, 9, 18 and citations therein.

<sup>20</sup> Ex. 1 ¶ 19.

<sup>21</sup> *Id.*



Further, the City essentially asks this Court to rule on the ultimate merits of the case, which is improper at the temporary restraining order stage. Also, the City does not lack an adequate remedy at law if it ultimately prevails, because the difference between the rate now being charged by TDSL (or the proposed revised per-ton rate) and the Agreement rate is easily calculated and can be awarded as money damages.

**A. A material breach by one party to a contract relieves the counter-party from the obligation to perform under the contract.**

When one party materially breaches a contract, the counter-party is discharged from performing the remainder of the contract. *Bartush-Schnitzius Foods Co. v. Cimco Refrigeration, Inc.*, 518 S.W.3d 432, 436 (Tex. 2017). This is “a fundamental principle of contract law.” *Mustang Pipeline Co. v. Driver Pipeline Co.*, 134 S.W.3d 195, 196 (Tex. 2004) (citing *Hernandez v. Gulf Grp. Lloyds*, 875 S.W.2d 691, 692 (Tex. 1994)).<sup>22</sup>

It is also a defense to a claim for breach of contract that the claimant repudiated the contract prior to the alleged breach. *See, e.g., Scientific Mach & Welding, Inc. v. FlashParking, Inc.*, 641 S.W.3d 454, 462 (Tex. App.—Austin 2021, pet. denied) (“[R]epudiation [is] an affirmative defense[] . . . that [the other party] unequivocally refused to perform the contract.”). “Repudiation or anticipatory breach is an unconditional refusal to perform the contract in the future, which can be expressed either before performance is due or after partial performance.” *N.Y. Party Shuttle, LLC v. Bilello*, 414 S.W.3d 206, 216 (Tex. App.—Houston [1st Dist.] 2013, pet. denied).

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<sup>22</sup> A repudiation or material breach can also support the counter-party’s claim for breach of contract. *Compare Long Trusts v. Griffin*, 222 S.W.3d 412, 415 (Tex. 2006), with *Blackstone Med., Inc.*, 470 S.W.3d at 646 (“The contention that a party to a contract is excused from performance because of a prior material breach by the other contracting party is an affirmative defense that must be affirmatively pleaded.”).

**B. The City has materially breached the Agreement by failing to pay past-due invoices.**

The City has failed to pay past-due invoices, despite multiple requests from TDSL. These failures constitute material breaches; thus TDSL has no obligation to accept City waste at the inadequate Agreement rates unless and until the invoices are paid.

**1. Modifications to Starcrest.**

The City directed TDSL to conduct modifications, in the form of repairs, to Starcrest. TDSL complied.<sup>23</sup> The Agreement provides – unambiguously – that TDSL “shall not bear the cost for any modifications to the permit or facility requested of TDSL by the City.”<sup>24</sup> Though the City fails to explain its rationale for not paying this invoice, the non-payment constitutes a material breach that excuses TDSL from any obligation to accept the City’s waste at the inadequate Agreement rate.

**2. Miscellaneous invoices from other City departments.**

On occasion City departments other than Solid Waste Management have delivered waste to Starcrest but have failed to pay all outstanding invoices for TDSL’s services. The City has failed to explain or even mention these unpaid invoices in its TRO Application, but it did attach copies to the TRO Application as part of Exhibit J. This failure to pay constitutes a default by the City.

**3. Failure to make put-or-pay payment for fiscal year 2021-2022.**

The City was obligated to deliver 100,000 tons of regularly collected municipal solid waste to TDSL in the 2021-2022 fiscal year. It did not do so, falling short by more than 35,000 tons. Under the Agreement, the City is required to pay TDSL for this shortfall. TDSL sent the

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<sup>23</sup> Ex. 1 ¶ 8.

<sup>24</sup> Special Addendum paragraph 3(ii)(c).

City an invoice for \$1,151,774.56 on September 30, 2022, but the City still has not paid and is now in default.<sup>25</sup>

The City appears to maintain that it can deduct, from its put-or-pay requirement, tonnage that it unilaterally chose to send to other area landfills because the drivers or their managers did not wish to wait at Starcrest. Although the Agreement provides for deductions from put-or-pay under certain specific conditions and if the City follows a specific procedure, the City failed to comply with its obligations to be eligible for tonnage reductions.<sup>26</sup>

For the City to claim an offset of its put-or-pay requirement, (1) it must designate an Onsite Program Manager; (2) a City vehicle must be “required to wait longer than 30 minutes” due to either TDSL not providing the City “first right of service” or TDSL being unable to provide “normal services ... using reasonable care”; (3) the Program Manager must determine whether the vehicles are to be diverted; and (4) the City must provide notice of any diversion “on a daily basis.”<sup>27</sup> The City failed to comply with any of these four requirements from the Agreement, and thus cannot deduct any allegedly diverted loads from the put-or-pay requirement.<sup>28</sup> Further, the City has failed to demonstrate that TDSL has not used “reasonable care.”

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<sup>25</sup> Ex. 1 ¶ 18 and citations therein.

<sup>26</sup> *Id.* ¶¶ 16-17.

<sup>27</sup> *Id.*

<sup>28</sup> The City has now begun to provide TDSL with “diversion reports.” TDSL does not concede that these reports are accurate or that they comply with the Agreement’s requirements, but it does demonstrate that the City failed to comply with the Agreement at all times before beginning to send the reports.

**4. Failure to pay past due invoices for waste materials not subject to the Agreement rate.**

TDSL has accepted uncompacted bulky waste from the City that falls outside the scope of the Agreement. TDSL has invoiced the City for the difference in price between what the City paid (the non-applicable contract rate) and the appropriate rate for this bulky waste, but the City has refused to pay.<sup>29</sup>

The Agreement specifies that TDSL will accept at the Agreement rate the “regularly collected municipal solid waste ... as has been customary for the City, as has been processed by the City through the Transfer Station from 1991 through 1996.”<sup>30</sup> At the time of the Agreement, the City and TDSL agreed to twice-yearly citizen drop-offs, and the City occasionally collected in compacting vehicles curbside bulky waste from residents. At other times, citizens would bring bulky waste directly to Starcrest under TDSL operation at the prevailing gate rate, not the City’s lower Agreement rate.<sup>31</sup>

After the Agreement was entered, the City materially changed its practices, providing free bulky waste drop-off locations open year-round to residential and certain commercial customers. This deprived TDSL of the higher rate that would otherwise be paid by citizens, small businesses, or the private haulers hired by them, and eliminated a large and profitable waste stream that would become available to TDSL at Starcrest once the City transitioned to cart-based residential automated curbside collection.<sup>32</sup>

TDSL has on multiple occasions informed the City that the delivery of such waste (1) is significantly more expensive to process and transfer, (2) results in less tonnage of waste in the

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<sup>29</sup> *Id.* ¶ 4.

<sup>30</sup> Second Amendment at 3-4.

<sup>31</sup> Ex. 1 ¶ 4.

<sup>32</sup> *Id.*

transfer trailer loads, thus increasing the per ton cost of transporting the City's waste to the TDSL landfill, and (3) is not within the scope of the Agreement rates, because it is not "regularly collected municipal solid waste ... as has been customary for the City, as has been processed by the City through the Transfer Station from 1991 through 1996." The City has tacitly acknowledged this by immediately ceasing the delivery of such waste after the City received the TDSL demand letter on August 2, 2021, but has failed to pay invoices submitted on multiple occasions for the disposal of such waste in previous years, representing the difference between the Agreement rate (for which this waste was not eligible) and the Starcrest gate rate (which was the proper rate applicable to such waste). Further, this waste does not qualify for credit toward the City's put-or-pay requirement, because it is not regularly collected waste; the City has further failed to pay the amounts owed for this put-or-pay shortfall.<sup>33</sup> These failures constitute default by the City.

Additionally, the City's practices regarding bulky waste described herein have deprived TDSL profitable tipping fee revenue by providing free bulky waste collection centers both close by and elsewhere within the City, and have hindered, prevented, or interfered with TDSL's ability to perform its duties under the contract for the contracted-for rate. "[A] party cannot 'hinder, prevent, or interfere with [another's] ability to perform [its] duties under [the] agreement.'" *SP Terrace, L.P. v. Meritage Homes of Texas, LLC*, 334 S.W.3d 275, 285 (Tex. App. – Houston [1st Dist.] 2010, no pet.) (brackets in original, quoting *Bank One, Tex., N.A. v. Stewart*, 967 S.W.2d 419, 435 (Tex. App. – Houston [14th Dist.] 1998, pet. denied)).

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<sup>33</sup> *Id.* ¶ 6.

**II. TDSL is not obligated to accept City waste at the inadequate Agreement rates because such performance has become impracticable, and because of the Agreement’s specific language requiring the City to consider in good faith requests by TDSL for rate adjustments.**

As set forth above, TDSL’s costs in operating Starcrest and disposing of the City’s waste have dramatically increased due to events that neither TDSL nor the City anticipated or reasonably could have anticipated in 1995 with TDSL submitted its bid.<sup>34</sup> The non-occurrence of those events was a basic assumption underlying the parties’ agreement to use the CPI Escalator, and the occurrence of subsequent events has rendered TDSL’s performance under the Agreement’s rates impracticable, thus excusing performance.

“Where ... a party’s performance is made impracticable ... by the occurrence of an event the non-occurrence of which was a basic assumption on which the contract was made, his duty to render that performance is discharged ....” *Centex Corp. v. Dalton*, 840 S.W.2d 952, 954 (Tex. 1992) (ellipses in original, quoting RESTATEMENT (SECOND) OF CONTRACTS § 261 (1981)). “Performance may be impracticable because extreme and unreasonable difficulty, expense, injury, or loss to one of the parties will be involved.” *Chevron Phillips Chem. Co. LP v. Kingwood Crossroads, L.P.*, 346 S.W.3d 37, 60 (Tex. App. – Houston [14th Dist.] 2011, pet denied) (quoting RESTATEMENT (SECOND) OF CONTRACTS § 261 cmt. d).

The City has failed to show that continued performance by TDSL is not impracticable due to the occurrence of events the non-occurrence of which was a basic assumption underlying the Agreement. TDSL has a valid claim to be excused from any obligation to accept the City’s waste under the inadequate CPI Escalator.

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<sup>34</sup> Ex. 1 ¶ 3.

Further, the Agreement specifically allows TDSL to propose changes in the payment rate and allows the City access to certain financial documents if such a proposal is made by TDSL.<sup>35</sup> This provision must be read to impose some obligation on the City. A fundamental principle of contract interpretation is that all provisions of a contract should be harmonized and given effect such that no provision will be rendered meaningless. Even absent this provision, TDSL would always have the right to request an adjustment in payment rates. By specifically mentioning this right in the contract, some commensurate obligation must be imposed on the City, or else the provision allowing TDSL to propose payment rate changes would be rendered meaningless. The City has continued to ignore the TDSL request for a rate increase and/or for an alternate source of profitable revenue for years, thus relieving TDSL from accepting waste under the inadequate Agreement rate.

**III. The City has not demonstrated, and cannot demonstrate, that TDSL has failed to use reasonable care in accommodating City waste at Starcrest.**

The City clearly misinterprets what it calls the “priority” provisions of the Agreement. It complains that its trucks have had to wait more than 30 minutes to unload at Starcrest – or apparently that the City determined the trucks *would have* had to wait more than 30 minutes even though the trucks never actually went to Starcrest at all – and appears to maintain that this constitutes a *per se* violation of the Agreement.

However, any obligation by TDSL regarding priority service to the City is expressly qualified. TDSL is only to use “reasonable care” for any priority to the City. Whether a party has used reasonable care is typically a *fact* question. *See, e.g., Farrar v. Sabine Mgmt. Corp.*, 362 S.W.3d 694, 703 (Tex. App. – Houston [1st Dist.] 2011, no pet.) (fact issue as to whether party “failed to exercise reasonable care”); *Cohen v. Landry’s, Inc.*, 442 S.W.3d 818, 829 (Tex.

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<sup>35</sup> *See* Section 4 of the Original Contract, included in Ex. B to the City’s TRO Application.

App. – Houston [14th Dist.] 2016, pet. denied) (fact issue as to whether party “exercised reasonable care”).<sup>36</sup>

The City has not produced any evidence or argument regarding whether TDSL has failed to use reasonable care in servicing City route trucks, particularly in light of the fact of TDSL’s multi-million-dollar loss per year. TDSL has been forced to take steps to mitigate this loss (caused directly by the City’s actions and the unforeseen and unforeseeable increase in cost of Starcrest operation and hauling of City waste), which have included Starcrest staff reductions. These have been reasonable measures by TDSL, which continues to service City trucks with reasonable care in light of the circumstances. Past years of TDSL delivering to the City a level of service at Starcrest that significantly exceeded its contractual requirements has apparently given the City staff a sense of entitlement such that they feel any reduction in services is a violation of the Agreement. One example of this is the City’s expectation that a worn-out scale not required by the Agreement should be replaced even though it does not impact the processing of City route trucks.<sup>37</sup>

Further, the City alone determines the number of its route trucks that arrive at Starcrest in any given hour.<sup>38</sup> TDSL cannot be held to meet the City’s peak demand for services when its

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<sup>36</sup> See also *Hena v. Vandegrift*, Civil Action No. 18-762, 2020 WL 1158640, at \* (W.D. Penn. Mar. 10, 2020) (“[T]he rule that a party cannot recover damages from a defaulting defendant which could have been avoided by the exercise of reasonable care and effort is applicable to all types of contracts. The question presented is one of fact.” (quoting *Aircraft Guar. Corp. v. Strato-Lift, Inc.*, 991 F. Supp. 735, 739 (E.D. Penn. 1998))); *Coppola v. Long Island Univ.*, 734 N.Y.S.2d 580, 581 (N.Y. 2d App. Div. 2001) (“We agree with the Supreme Court that there is a question of fact as to whether the third-party defendant exercised reasonable care in its operations under the contract.”); *Levine v. De Wolff & Co.*, 78 N.J.L. 306, 309 (“[I]t was a question entirely of fact whether the storing of these goods in defendant’s stable, upon a wagon for two days and nights, under a contract with defendant as a warehouseman, to use such reasonable care in storing them as men in that line of business usually take of goods committed to their care[] . . .”).

<sup>37</sup> Ex. 1 ¶ 25.

<sup>38</sup> *Id.* ¶ 12.



demand has varied dramatically from hour to hour. During some peak times, it is physically impossible to service City trucks within 30 minutes, even if TDSL had unlimited staff on-site.<sup>39</sup> A reasonable staffing of Starcrest should not be expected to meet such an erratic range of tons of waste per hour when the 100,000 ton per year put-or-pay requirement can be met if the City delivers 40 tons of regularly collected waste per hour – a pace that the current staffing at Starcrest can service in 30 minutes or less per truck.

#### **IV. The City has not demonstrated entitlement to injunctive relief.**

An applicant for temporary injunctive relief must plead and prove three elements: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent, and irreparable injury in the interim. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). In addition, a court will “balance the equities between the parties as well as the resulting conveniences and hardships.” *Universal Health Servs., Inc. v. Thompson*, 24 S.W.3d 570, 578 (Tex. App. – Austin 2000, no pet.).

The City is unable to prove any of the elements required to obtain the injunctive relief it seeks, and the balance of the equities weighs heavily in favor of TDSL.

##### **A. The City does not have a proper declaratory judgment claim.**

TDSL is the plaintiff in this case and seeks declaratory judgment. The City, in its newly filed counterclaim, purports to seek declaratory judgment on the same issues already raised by TDSL. This tactic violates what is sometimes called the “mirror-image” rule: “a party generally may not invoke the Declaratory Judgments Act to settle disputes that are already pending before the court.” *McGehee v. Endeavor Acquisitions, LLC*, 603 S.W.3d 515, 529 (Tex. App. – El Paso

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<sup>39</sup> Ex. 1 ¶ 15.

202) (citing *BHP Petro. Co. v. Millard*, 800 S.W.2d 838, 841 (Tex. 1990)). The City thus does not meet the first required element to obtain a temporary injunction.

**B. Even if the City had pleaded a proper declaratory judgment claim, it cannot show a probable right to the relief it seeks.**

To show a probable right to relief, a party must establish that its claims will probably succeed on the merits. *See, e.g., Abbott v. Anti-Defamation League*, 610 S.W.3d 911, 917 (Tex. 2020). Even if the City had a valid declaratory judgment claim that mirrors TDSL’s requested relief, TDSL – not the City – is likely to succeed on the merits. If anything, the claims should be tried on their merits, not form the basis of a temporary injunction.

**1. TDSL has agreed to continue accepting City waste – even if past invoices are not paid while the litigation is pending – as long as the City pays the prevailing gate rate (or a proposed revised per-ton rate).**

The City’s first request for a temporary injunction is based on its declaratory judgment claim that seeks a declaration that TDSL “be enjoined from preventing the City from accessing Starcrest and dumping solid waste at Starcrest until the conclusion of this litigation.” TRO Application at 23 ¶ 47(i). But TDSL will continue to accept the City’s waste – even if the past-due invoices for services delivered before January 16, 2023 are not paid – as long as the City pays TDSL’s prevailing gate rate, or if the City accepts TDSL’s proposed revised per-ton rate, which is sufficient to account for TDSL’s increased costs (and may be more economical for the City than the public gate rate). Whether the City can continue to bring waste to Starcrest *is completely within the City’s control*. There is no probability of immanent and irreparable harm in the interim.

**2. TDSL cannot be required to continue accepting the City's waste at the inadequate Agreement rate, due to the City's breaches and due to demonstrated impracticability.**

The City's second request for a TRO is based on its declaratory judgment claim seeking a declaration that TDSL be enjoined from charging the City a disposal rate in 2023 beyond the inadequate Agreement rate. TRO Application at 23 ¶ 47(ii). The City is not likely to succeed on this request, for multiple reasons.

First, the City's prior breaches by failure to pay past-due invoices, detailed above, relieve TDSL of any obligation to accept the City's waste at the Agreement rate.

Second, to show a likelihood of success on this issue, the City would have to overcome TDSL's claim of impracticability (again, discussed at length above), which it has not done and cannot do.

Third, the City has declined to consider in good faith TDSL's multiple requests over many years for reasonable rate adjustments, an obligation that the Agreement imposes on the City, once more set forth above.

Considered separately or together, these facts show that the City is not likely to succeed on the merits of its claim that TDSL must continue to accept the City's waste at the Agreement rate and continue to sustain losses in the hundreds of thousands of dollars every month, and in the millions of dollars every year.

**3. TDSL will continue to weigh City loads and cannot be prohibited from charging the City prevailing gate rates, due to the City's contract breaches.**

The City's third request for a TRO asks the Court to (1) order TDSL to weigh City trash trucks, and (2) prohibit TDSL from charging anything other than the inadequate Agreement amount. TRO Application at 23 ¶ 47 (iii).

The first issue is moot, because TDSL has committed to and will continue weighing City trucks and identifying those weights on the load tickets while this lawsuit is pending, even if TDSL bills the City on a volume rather than weight basis.<sup>40</sup> It is important to note that TDSL has offered the City a revised per-ton charge of \$64.89, which is lower, and thus less costly for the City per load, than the gate rate of \$40.00 per cubic yard, but the City has refused to agree to that proposed revised volume discount rate, which is unavailable as a gate rate.

The second issue is duplicative of the City's earlier request for a mandatory injunction ordering TDSL to bill the City only at the Agreement rate, which is not likely to succeed on the merits for the reasons set forth above.

**4. The City improperly seeks greater “priority” than it is granted in the Agreement.**

The City's final request for relief asks that TDSL be ordered “to provide priority of service to the City waste haulers in accordance with the Agreement.” TRO Application at 23 ¶ 47(iv).

But it is the City, not TDSL, who seeks to depart from the Agreement on this issue. The City prays for a declaratory judgment that “City haulers dumping at Starcrest must be serviced within thirty (30) minutes except in situations of heavy demand whereby more than fifteen (15) or more city-owned haulers attempt to dump at Starcrest within approximately the same time period.” TRO Application at 18 ¶ 36(v). The City ignores the actual language of the Agreement, which does *not* impose such a mandatory requirement on TDSL or define “the same time period,” but instead is based on “reasonable care.”

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<sup>40</sup> Ex. 1 ¶ 24.

The Agreement provides that “TDSL shall use *reasonable care* to ensure that no vehicle of the City or its designated haulers will be required to wait more than 30 minutes.”<sup>41</sup> The provision referenced by the City regarding “large number of vehicles” is a “safe harbor” – that is, if the processing of a large number of City trucks requires the drivers to wait more than 30 minutes, Texas Disposal is *deemed* to have used reasonable care. But the Agreement does not provide that this is the *only* instance of “reasonable care.” Indeed, the Agreement elsewhere provides, without elaboration, that “TDSL shall use reasonable efforts to accommodate City collection crews” (Second Amendment, paragraph 18(D)).

Had the parties chosen to establish a *per se* 30-minute requirement, the Agreement would not have had the “reasonable care” provision; it would have simply said “TDSL must service all City trucks within 30 minutes unless 15 or more trucks arrive at approximately the same time.” But this is not what the Agreement says. The City asks this Court to rewrite the Agreement and then enforce the rewritten version by Court order – completely inappropriate at any stage of litigation, and particularly so at the TRO stage.

The “reasonable care” provision also does not require TDSL to provide a level of service to the City that results in TDSL losing hundreds of thousands of dollars every month. TDSL has maintained staffing that allow delivery of 40 tons per hour by the City, which amounts to the City’s committed 100,000 tons per year.<sup>42</sup> “Reasonable care” does not require Texas Disposal to incur substantial losses by providing excessive numbers of full-time staff to service the City’s highly irregular peak waste volume demand within 30 minutes wait time.

The lack of merit in the City’s position is demonstrated by the unworkable nature of the relief it seeks. As shown, TDSL’s obligation is to use “reasonable care,” and thus there is no

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<sup>41</sup> Second Amendment Paragraph 18.C.2 (emphasis added).

<sup>42</sup> Ex. 1 ¶ 13.

support for a Court order requiring service of City route trucks in 30 minutes or less. And a Court order requiring TDSL to use “reasonable care” is an invitation for the City to come to the Court every month, or every week, or every day, claiming that TDSL is not using “reasonable care,” which must be judged on the relevant circumstances at issue. Even further, the Agreement provides a *remedy* for alleged failure to comply with the priority provisions: deduction from the put-or-pay requirement.

Because the City seeks relief beyond that to which it is entitled, it is not likely to succeed on the merits on this request for injunctive and declaratory relief.

**C. The City will not suffer irreparable injury in the absence of a TRO; TDSL will continue to accept City waste, and there will be no disruption of City services during the pendency of the litigation, as long as the City pays its 2023 haul ticket invoices under the revised rates and remains timely with payment.**

The City’s claims of irreparable harm absent a TRO ring hollow. The great bulk of alleged harms are readily addressed by the legal remedy of money damages, such as increased disposal charges and increased staff costs. Any alleged failure of priority is subject to a contractual remedy of put-or-pay reduction, so injunctive relief is neither needed nor warranted. And TDSL has explicitly agreed that it will continue weighing City route trucks while this lawsuit is pending.

The collection and disposal of waste is often considered a public health and safety issue because the failure to collect and properly dispose of waste can spread disease.<sup>43</sup> Although the City claims that lack of access to Starcrest will impact public health and safety, it does *not* claim that lack of access will increase the danger of disease, or even that citizens’ waste will not be timely collected. Rather, it simply alleges that *traffic* concerns will be greater because City route

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<sup>43</sup> Ex. 1 ¶ 19.

trucks will be required to be on streets longer and at times with more traffic. This is simply not irreparable harm justifying a TRO, and in fact City trucks are *already* on the streets at times of peak traffic and dismissal of schools.<sup>44</sup>

Nor is the City's alleged fear of route trucks having to hold waste loads overnight a legitimate reason for temporary relief. Even if trucks have loads they cannot dispose of after the early closings of the two city-area landfills at 5:00 and 6:00 p.m., the City can take waste to the TDSL landfill 24 hours a day every weekday, and until the earlier of dusk or 7:00 p.m. on Saturdays – at the rate of \$23.27 per ton, which is not in dispute in this lawsuit. Every ton taken to the TDSL landfill is counted toward satisfaction of the City's put-or-pay requirement.

Further, TDSL will not exclude the City from using Starcrest during the pendency of this litigation if the City pays its revised rate 2023 haul ticket invoices and keeps current with TDSL's billing. Any claim by the City that TDSL will exclude the City from Starcrest unless the City pays \$12 million is simply incorrect. The City can easily avoid the alleged irreparable harm it says it fears and continue serving the citizens of San Antonio simply by paying TDSL either \$40.00 per cubic yard or \$64.89 per ton on invoices after January 15, 2023.

Alleged interference with the City's 10-hour collection schedule falls far short of irreparable harm. The bottom line is that even if the City chooses to refuse to pay its past-due 2023 revised rate invoices and loses access to Starcrest, it has multiple other options for waste disposal and the public health will not be endangered one bit.

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<sup>44</sup> *Id.*

**D. Injunctions commanding specific contract performance are improper, and the City has an adequate remedy at law if it believes TDSL has or will breach the Agreement.**

The City in essence asks the Court to command TDSL to specifically perform under the Agreement – actually, under the City’s *interpretation* of the Agreement, with which TDSL disagrees, and at a service delivery standard that exceeds the requirements in the Agreement – under supervision of the Court. The City asks for relief that is improper and unavailable.

“A court should not decree future contractual performance by requiring a party to perform a continuous series of acts, extending through a long period of time, over which the court exercises its supervision.” *Cytogenix, Inc. v. Waldroff*, 213 S.W.3d 479, 487 (Tex. App. – Houston [1st Dist.] 2006, pet. denied) (Bland, J.). “Contractual rights are not enforced by writs of injunction absent exceptional circumstances, since an inadequate remedy at law and irreparable injury are rarely shown when a suit for damages for breach of contract is available.” *Chevron U.S.A. Inc. v. Stoker*, 666 S.W.2d 379, 382 (Tex. App. – Eastland 1984, writ dismissed). When a party to a contract alleges a present or future breach by the counter-party – as the City does here (and as TDSL has done) – the appropriate remedy is an action for damages, which provides an adequate remedy at law. *Cytogenix, supra*.

The City wants to avoid the consequences of its default – paying a reasonable rate rather than the inadequate Agreement rate – so it asks this Court to force TDSL to bear substantial losses, rather than the City paying a higher rate. But the City has available to it an action for damages to recover any alleged overpayment should the factfinder ultimately rule in its favor. Therefore, the City has an adequate remedy at law and will not suffer irreparable harm if it can continue to use Starcrest by paying TDSL’s quoted rate.

Since TDSL has been invoicing the City at the gate rate rather than the contract rate, the City has been editing the TDSL invoices to calculate the amount that would be owed under the



contract rate and paying that lesser amount. This amply demonstrates that the City has an adequate remedy at law should it ultimately prevail – the City could recover damages from TDSL in the amount of the difference between the rate on TDSL’s invoices and the lower rate the City believes it should be paying. This amount is calculable, and in fact the City is currently calculating it. A damage award would make the City entirely whole, providing an adequate remedy at law.

Additionally, the City’s speculation that TDSL might “suddenly change its practices and stop weighing”<sup>45</sup> is not a basis for injunctive relief. *Jordan v. Landry's Seafood Rest., Inc.*, 89 S.W.3d 737, 742 (Tex. App.-Houston [1st Dist.] 2002, pet. denied) (“An injunction is not proper when the claimed injury is merely speculative; fear and apprehension of injury are not sufficient to support a temporary injunction”); *Matrix Network, Inc. v. Ginn*, 211 S.W.3d 944, 947 (Tex. App.—Dallas 2007, no pet.) (holding that speculative injuries are not sufficient to demonstrate probable, imminent, and irreparable harm); *Fox v. Tropical Warehouses, Inc.*, 121 S.W.3d 853, 861 (Tex. App.—Fort Worth 2003, no pet.) (holding that trial court abused its discretion by granting temporary injunctive relief because the evidence of a probable, imminent, and irreparable injury was merely speculative). The City, in fact, admits that TDSL has continued weighing trucks, and this negates the City’s claim of irreparable harm to its ability to calculate its claimed monetary damages.

**E. The balance of the equities favors TDSL; granting the City’s requested relief will cause TDSL to continue to incur substantial losses, whereas denying the injunction will allow TDSL to continue servicing the City’s waste disposal needs, with the ultimate resolution of the dispute at trial on the merits.**

The City knows that TDSL is incurring substantial losses servicing the City at Starcrest. TDSL has informed the City of this for years, but the City has consistently turned a deaf ear.

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<sup>45</sup> Ex. A to City’s TRO Application, Affidavit of David Newman, at ¶ 22.

Further, the City itself has raised its own waste collection rates to its residential customers 215% over the years, while TDSL has only been allowed to raise its rates to the City 74%.<sup>46</sup> The City knows well how costs of running a solid waste services operation have skyrocketed.

Forcing TDSL to continue to incur these losses – particularly with all the factors set forth herein, such as the City’s breaches and material changes in its practices and policy – would work a substantial hardship on TDSL. In contrast, denial of injunctive relief would not disrupt the City’s waste collection and disposal operations at all; it would merely be required to pay amounts due to TDSL and pay an ongoing rate that would cover TDSL’s greatly increased expenses and stop the massive losses TDSL has been experiencing (and the City would retain an adequate remedy at law – an action for money damages – if the City ultimately prevails in its interpretation of the Agreement).

The City also has two other area landfills to which it can haul waste directly, and it can also haul waste directly to the TDSL landfill, where it will be charged only the landfill disposal rates that are set forth in the Agreement and which TDSL does not contest. TDSL’s landfill is available to the City 24 hours a day five days a week (every weekday), and until the earlier of 7:00 p.m. or dusk on Saturday, giving the City yet another option for waste disposal.

Ultimately, trial on the merits will determine the proper interpretation of the Agreement and the parties’ relationship; until then, equities do not favor requiring TDSL to incur continued substantial losses.

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<sup>46</sup> Ex. 1-B.

**F. The City’s request for relief goes far beyond the proper scope of an injunction; it asks to be insulated from any future breach it may commit.**

The City seeks an injunction commanding TDSL – under Court order and under the possible penalty of contempt – to continue servicing the City under the City’s contested interpretation of the Agreement. *With no exceptions.*

So, under its requested TRO, the City could steadfastly refuse to pay TDSL *anything* and TDSL must continue to offer services to the City if it does not wish to be held in contempt. City personnel could take actions that damage TDSL equipment and TDSL would have no recourse but to continue accepting the City’s waste. The Court should not grant the City a virtual blank check to mistreat TDSL in any way it chooses.

**V. If injunctive relief is granted, the City must be required to file a meaningful bond.**

Texas Rule of Civil Procedure 684 provides:

In the order granting any temporary restraining order or temporary injunction, the court shall fix the amount of security to be given by the applicant. Before the issuance of the temporary restraining order or temporary injunction the applicant shall execute and file with the clerk a bond to the adverse party, with two or more good and sufficient sureties, to be approved by the clerk, in the sum fixed by the judge, conditioned that the applicant will abide the decision which may be made in the cause, and that he will pay all sums of money and costs that may be adjudged against him if the restraining order or temporary injunction shall be dissolved in whole or in part.

It has long been established that municipalities are not exempt from the posting of bond to obtain temporary injunction under Texas law. *Cf. Athens Tele. Co. v. City of Athens*, 163 S.W. 371, 372 (Tex. Civ. App.—Dallas 1914, writ ref’d) (noting that Texas law “exempts the state . . . but not municipalities” from the requirement that an injunction’s issuance be accompanied by “the giving of a bond in such amount as may be fixed in the order granting the writ”).

Because TDSL is experiencing losses of approximately \$2.4 million a year, a suitable bond would be in that amount, to be re-evaluated if the case is still pending a year from now.

## CONCLUSION AND PRAYER

WHEREFORE, PREMISES CONSIDERED, Texas Disposal Systems Landfill, Inc. prays that the Court deny the Application for Temporary Restraining Order of the City of San Antonio, and further grant TDSL all other relief to which it may show itself justly entitled.

Respectfully submitted,

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*/s/ James A. Hemphill*

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ATTORNEYS FOR PLAINTIFF TEXAS DISPOSAL  
SYSTEMS LANDFILL, INC.

**CERTIFICATE OF SERVICE**

I certify that on this 21st day of February, 2023, a true and correct copy of the foregoing was served by electronic service on the following:

Bonnie L. Kirkland  
Melanie L. Fry  
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*/s/ James A. Hemphill* \_\_\_\_\_  
James A. Hemphill

TEXAS DISPOSAL SYSTEMS	§	IN THE DISTRICT COURT OF
LANDFILL, INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	BEXAR COUNTY, TEXAS
	§	
CITY OF SAN ANTONIO, TEXAS,	§	
	§	
Defendant.	§	288 <sup>th</sup> JUDICIAL DISTRICT

**AFFIDAVIT OF BOB E. GREGORY**

Before me, the undersigned Notary Public, on this day personally appeared Bob E. Gregory, duly authorized representative of Texas Disposal Systems Landfill, Inc., and upon his oath, deposed and stated as follows:

1. My name is Bob E. Gregory. I am over 18 years of age, and I am fully competent in all respects to make this Affidavit. All statements herein are true and correct and within my personal knowledge, either directly or based on information received from those with direct personal knowledge. I submit this Affidavit in support of Plaintiff/Counter-Defendant Texas Disposal Systems Landfill, Inc.’s Response in Opposition to the Application for Temporary Restraining Order (“TRO Application”) of Defendant/Counter-Plaintiff City of San Antonio, Texas (“City”).

2. I am the President, CEO, and majority owner of Texas Disposal Systems Landfill, Inc. (“TDSL”) and am its authorized representative. I am familiar with the various agreements between TDSL and the City that the City refers to collectively as the “Agreement” in its TRO Application. I will refer to the Agreement in the same manner in this Affidavit.

3. TDSL is currently experiencing a loss of approximately \$200,000 per month in servicing the City’s waste at the Starcrest Transfer Station (“Starcrest”). This loss has been caused

by increases in costs that far outpace the mechanism in the Agreement (the “CPI Escalator”) that was meant to allow for such increases in costs. At the time of the Agreement, the parties did not reasonably anticipate that the CPI Escalator would so materially fail to account for the increased costs of serving the City’s waste at Starcrest. A summary of some of these cost increases, as compared to the inadequate CPI Escalator and the much larger increases in what the City charges to its customers, is attached hereto as Exhibit 1-A.

4. Since the Agreement, the City has materially changed its practices regarding bulky waste. The City, at the time of the Agreement, collected bulky waste twice yearly using trucks with compacting ability, so that bulky waste was delivered to TDSL at Starcrest in a compacted state. At other times, residents and other private haulers could bring bulky items directly to Starcrest and would be charged rates set by TDSL that were higher than those it charged to the City, in recognition of the fact that non-City-hauled bulky waste would typically be non-compacted and thus would be significantly more expensive for TDSL to process through Starcrest and haul to its landfill and dispose of there. But after the Agreement, the City unilaterally changed its bulky waste practices, establishing four separate bulky waste drop-off sites that residents can use at any time, at no charge. The City then hauled this bulky waste to Starcrest in large roll-off containers on a daily basis without compacting it, increasing TDSL’s costs with no offsetting increased revenue to TDSL. Further, residents no longer brought their bulky waste to Starcrest (either themselves or through private haulers), so the City’s change of policy deprived TDSL of the additional revenue it would otherwise have received and increased TDSL’s cost of operations. Because this waste was not “regularly collected” at the time of the Agreement, it was never eligible for the contract rate, nor was it eligible to be counted in satisfaction of the City’s put-or-pay commitment. TDSL has invoiced the City for the disposal of this bulky waste, but the City has



refused to pay. A true and correct copy of an invoice is included in Exhibit G to the City's TRO Application.

5. The City states in several places in their application and in Mr. Newman's affidavit that "... the contract has no prohibition on the dumping of bulky waste at Starcrest." This is misleading. The contract states that "TDSL agrees to accept the City's regularly collected Municipal Solid Waste, which includes waste from all City departments, City contractors, and designated City haulers at the City's contracted price. All such materials brought to the Transfer Station (by City crews, designated haulers or City contractors) shall be used to calculate the City's 100,000 tons per year guarantee requirement. Such materials shall include the same type of waste, including small amounts of brush, white goods and materials from citizen cleanup events, as has been customary for the City, as has been processed by the City through the Transfer Station from 1991 through 1996, and other solid waste appropriate for the Transfer Station." While the definition does include "small" amounts of the types of waste that make up bulky waste, it in no way contemplates very large amounts of bulky waste that is not even collected, let alone regularly collected in a way as was done from 1991 to 1996. Further, the operation of free bulky waste drop-off centers open daily for bulky waste delivery cannot be construed as the types of "citizen cleanup events" that took place from 1991 to 1996. The large amounts of bulky waste from the City's free drop off centers clearly does not qualify for the contract rate nor is it eligible to be counted toward the City's 100,000 ton put-or-pay commitment.

6. In the City's TRO Application and Exhibit A thereto (the Affidavit of David Newman), it is alleged that before 2021 TDSL sometimes billed the City separately for bulky waste and the City paid such separate invoices. In 2013 the City staff and/or TDSL did set up a separate account for waste delivered from a Bitters Road location. However, the staff did not identify the



nature of this waste. TDSL accounting and billing staff assumed that the subject waste should have been charged at the contract rate and should have been counted toward the City's put-or-pay commitment. The City has several such "separate" accounts. However, I was unaware until much later that this separate account was for bulky waste that was not "regularly collected municipal solid waste as had been collected and processed through the transfer station from 1991 to 1996" and therefore not eligible for the contract rate and not eligible to be counted toward the City's 100,000 ton put-or-pay commitment. When I became aware of this, I sought to negotiate with the City staff to address the negative impact this ineligible material had on our operations as part of broader efforts to address the inequities in the contract. After it became apparent that my efforts to engage the City in a mutually beneficial manner were futile, TDSL invoiced the City based on the proper accounting of tonnage eligible for the contract rate and eligible to be counted toward the City's 100,000 ton per year put-or-pay commitment.

7. Since the Agreement was entered, the City has materially changed the type of dead animals it collects, and the manner in which they are collected. The Agreement states that TDSL will accept dead animals "collected from City streets and alleys." At that time the City collected roadkill or dead animals left on the street or in alleys and dead animals were collected commingled with residential trash. After the contract was entered, the City began two additional dead animal collection programs, including collection from commercial sources for \$10 per animal and residential curbside collection of dead animals, collected separately from the residential trash stream. Neither of these streams of dead animals can be said to be "collected from city streets and alleys" or dead animals comingled with residential trash, which are the only dead animals eligible for the contract rate. It is logical to assume that these new streams of dead animals are comingled with the roadkill and other dead animals actually collected from streets and alleys; therefore I have

directed my staff to charge the appropriate special waste rates for dead animals, or to reject the loads due to the City's refusal to pay the appropriate rate for this special waste. Volumes of dead animals have drastically increased since the City began its new dead animal collection programs. If the City staff's interpretation were correct, there is no end to the amount of dead animals the City could deliver to Starcrest at the contract rate. I would never have agreed to such a requirement; rather I agreed to simply accept the limited dead animals that might be found on streets and alleys and those comingled with household trash.

8. In approximately 2017, the City demanded that TDSL modify (repair) portions of the Starcrest facility, including the unloading area. TDSL complied, completing the repairs, but the City has refused to reimburse TDSL for the work. Under the Agreement – specifically the 2001 Special Addendum – the City is required to pay for modifications to Starcrest requested by the City. A true and correct copy of an invoice is included in Exhibit G to the City's TRO Application.

9. Under the Agreement's put-or-pay provision, the City is obligated to deliver to TDSL a minimum of 100,000 tons of waste per year, to Starcrest and/or the TDSL landfill in southern Travis County near Buda. If the City fails to deliver that amount, it must pay TDSL as if the amount less than 100,000 tons had been delivered. The put-or-pay requirement does not apply to waste other than that regularly collected at the time of the Agreement; thus, the uncompacted bulky waste discussed above does not count toward satisfaction of the put-or-pay requirement. This resulted in a shortfall of the City's put-or-pay obligation for several years, for which TDSL has invoiced the City but the City has refused to pay. A true and correct copy of an invoice is included in Exhibit G to the City's TRO Application.



10. The City's TRO Application includes an incomplete description of what the City calls the "priority" provision of the Agreement. The City contends that "the City haulers dumping at Starcrest *must be serviced within thirty (30) minutes* except in situations of heavy demand whereby fifteen (15) or more city-owned haulers attempt to dump at Starcrest within approximately the same time period." (TRO Application at 18, emphasis added.) This contention is both contrary to the Agreement's language and impossible to perform in many circumstances, including when 15 or more City haulers attempting to dump "within approximately the same time period"; such time period is undefined, and the City would have to request and pay for major amendments to the transfer station's operating capacity if it sought to deliver such unprecedented volumes of loads and tons flowing through the transfer station as implied by City staff. To understand this, it is necessary to understand both how Starcrest functions and how the City's delivery of waste to Starcrest varies widely and unpredictably.

11. Route trucks (for the City, those that collect municipal solid waste from residences and some small businesses) arrive at Starcrest and are weighed. Depending on the number of trucks already at Starcrest – which, as described below, varies widely from day to day and hour to hour, in an unpredictable manner – trucks often need to wait their turn before dumping their loads in either a direct dump access point to a transfer trailer, or into a compactor access point which is designed to compact the waste and cannot accept the volume of waste that the direct dump access delivery point can accept. The compactor receives the majority of the loads from the public and can easily be overloaded and jammed by the dense loads in the modern-day City collection trucks. When that occurs, the material handler crane has to stop tamping down and leveling City loads of compacted trash being dumped into the direct dump transfer point and be relocated to the other transfer station unloading point to tamp down bridged loads to restore the operation at that

unloading point. Once a truck reaches the front of its line, its contents are dumped and thereby transferred into a larger trailer, by either the direct dump chute or into the compactor chute where the waste is compacted into a trailer. These transfer trailers are located below the platform where the route trucks dump their loads. When a transfer trailer is fully loaded, it is pulled by a transfer truck out of the bay or chute where it accepts route truck loads, and an empty trailer is then put into its place for loading. The timing of what route truck loads dump in what order is managed for maximum efficiency by Starcrest staff, which monitors the weights and the expected compactability of incoming loads, in order to estimate when trailers will be filled to their legal load weights. For example, if a trailer has an estimated five tons of remaining load capacity, a truck, whether from the City, TDS, or the general public, with five or fewer tons will be loaded into the trailer – even if a truck with more than five tons is in line before it. This results in faster overall operation and throughput of vehicles than loading a portion of a route truck into a trailer until it reaches capacity, then waiting for an empty trailer to accept the remaining load from the route truck. Also, the direct dump chute is much more compatible for the City route trucks and its use provides the most rapid throughput of City route trucks. In any event, the compactor and the direct dump chutes or bays are distinct services, and if TDSL were unable to direct small public loads to the compactor outside the 4 to 1 priority requirement, it could result in long lines of public customers out into the street hindering City trucks' access to the scale and potentially causing traffic hazards. It would also cause the compactor to regularly become overloaded and clogged, causing delays at both the compactor and the direct dump. The City receives a royalty for this general public/third party waste received.

12. Several factors affect how quickly route trucks can be serviced at Starcrest. Primary factors include the number of trucks arriving within the same time period, the weight of



the loads in the route trucks, the time route truck drivers take to dump their loads, whether the City loads overload and jam the compactor chute compacting waste in one of the two City route truck unloading points, and the frequency that the available transfer trailers are filled, requiring removal of the full trailer and replacement with an empty trailer. These factors are primarily in the control of the City, not TDSL – the City controls when route trucks come to Starcrest, the weight in the loads, the compactability of the waste and how long the drivers remain on-site, which in turn controls how often transfer trailers need to be changed out.

13. If the City planned its routes to deliver a consistent amount of waste to Starcrest – something that it is entirely possible for the City to do – then it would deliver approximately 40 tons of waste per hour to Starcrest during Starcrest’s operating hours (ten hours per weekday), resulting in satisfaction of the City’s annual 100,000-ton put-or-pay requirement. However, the City in actual practice often does not deliver any waste or very little waste some hours of the day, and huge amounts of waste during other hours of the day. I have asked my staff to gather data on the manner in which the City delivers waste to Starcrest and to illustrate that data graphically and as a spreadsheet. A true and correct copy of such graphic illustrations is attached hereto as Exhibit 1-B. Each page of this exhibit summarizes the City’s waste delivery practices over a particular time period. The first page is cumulative data from October 1, 2020 through September 30, 2021 (a single City fiscal year). The second page is data from a single representative day, Thursday February 10, 2022. The third page is data from January 1, 2022 through March 3, 2022. The fourth page covers a period from August 1, 2021 through September 30, 2021. Exhibit 1-C is a spreadsheet showing the City’s waste delivery tonnages by hour over a 25 month period.

14. All time periods in Exhibit 1-B and Exhibit 1-C show great variability in when the City delivers waste to Starcrest and the amount of such deliveries in those time frames. In all

periods, the peak hourly deliveries are far in excess of the 40 tons per hour that would amount to 100,000 tons per year, as indicated on the exhibit. For example, from 11:00 a.m. to noon on February 10, 2022, the City delivered 16 truckloads with a total of 151.1 tons of waste – which annualized would amount to 392,385 tons per year. The City apparently demands that TDSL accommodate such peak loads whenever delivered, which would require TDSL to staff Starcrest at an unreasonable level and would result in many staff members having work to do only one to two hours a day, and sitting idle for the rest of their shifts. Such staffing levels are simply not reasonable.

15. The City further ignores the actual Agreement language, which does not provide that TDSL “*must*” unload City trucks within 30 minutes unless 15 arrive at approximately the same time. Rather, the Agreement provides that TDSL “shall use reasonable care” in attempting to service City trucks within 30 minutes and to “provide normal services to the Transfer Station using reasonable care” (this is at page 6 of the Second Amendment, a true and correct copy of which is Exhibit D to the City’s TRO Application). The Agreement includes a “safe harbor” provision that “TDSL shall be deemed to have used reasonable care even though trucks belonging to the City or its designated haulers have to wait more than 30 minutes, if the wait is due to large numbers (15 or more vehicles) ... arriving at the Transfer Station within approximately the same time” (this is also at page 6 of the Second Amendment). In fact, sometimes it is impossible to service City trucks in 30 minutes or less even when fewer than 15 arrive at approximately the same time – regardless of the levels of TDSL staffing – if those trucks are carrying large loads, as is often the case at peak times. For example, if 14 completely full trucks arrive in the same 30-minute time frame, transfer trailers may be filled multiple times, requiring a number of trailer change-outs; these procedures take time and cannot be made more quickly by simply adding staff members.



Due to these multiple uncertainties, TDSL agreed to use “reasonable care” rather than agreeing to the type of absolute deadline for which the City argues. TDSL uses reasonable care by staffing Starcrest in a manner that allows the processing of City waste at a 40-ton-per-hour rate (or better), which is consistent with the City’s 100,000 tons per year requirement. The City staff’s expectation that TDSL must be able to process 14 City route trucks per 30 minute time frame through Starcrest would require TDSL to receive and process 28 City route trucks per hour. That annual tonnage would be calculated as 10 hours per day x 28 loads per hour x 5 days per week x 52 weeks per year x 8.09 tons (the 2022 average tons per City route truckload) = 588,952 tons per year from the City, which is more than the 350,000 tons or the 480,000 tons that Mr. Newman has alternately reported as the total tonnage of weekly curbside collections in his two affidavits supporting the City’s requests for Temporary Injunction and Temporary Restraining Order respectively. This tonnage could not possibly be managed through Starcrest as it exists today, regardless of the number of TDSL employees, transfer trucks or trailers provided. The City would have to request that TDSL replace the transfer station with a facility supplying multiple direct dump chutes and a constant flow through capability of TDSL transfer trailers. This 588,952 tons per year of City waste flowing to the TDSL landfill through Starcrest would be in excess of the total amount of waste the City landfills each year.

16. The Agreement further provides a contractual remedy if City vehicles are “required to wait longer than 30 minutes as a result of ... TDSL being unable to provide normal services to the Transfer Station using reasonable care.” (Again, this language is on page 6 of the Second Amendment.) If such circumstances occur – and TDSL denies that they have – then the City may divert trucks to other landfills and deduct the diverted waste from the City’s 100,000 tons per year

put-or-pay requirement. But the City may only make such deductions if the Agreement's procedures are followed, and the City has not done so.

17. Any diversion, to qualify for a put-or-pay deduction, must occur only "in the event that a City vehicle is required to wait longer than 30 minutes as a result of ... TDSL being unable to provide normal services to the Transfer Station using reasonable care." In such circumstances, diversion determinations are to be made by "the City's on-site Program Manager," a person the "City shall designate." (The first provision is from Page 6 of the Second Amendment, and the designation requirement is on page 7 of that document.) Further, "notice of and the reason for such load diversion that is applicable to the 100,000 ton guarantee must be provided to TDSL on a daily basis." (This language is at page 3 of the Second Amendment.) The City has not followed this procedure, in multiple respects. First, although there are at times City employees apparently stationed at or just outside Starcrest, the City has not designated any person as the on-site Program Manager as required by the Agreement. Second, the City has not provided adequate daily diversion reports to TDSL specifying the truck numbers that have waited more than 30 minutes at Starcrest before diversion nor the time those loads were diverted and left the Starcrest site; indeed, it appears that the City is choosing to divert trucks that have not first gone to Starcrest and to report the diversion without identifying the truck numbers and the times diverted at a later date. This is important not only because the Agreement states that diversion can occur only if trucks are required to wait more than 30 minutes at Starcrest, but also to allow TDSL an opportunity to confirm that the truck was weighed and was not able to dump its load within 30 minutes due to the inability of TDSL to reasonably process the load through the transfer station. Nor has the City shown that any alleged delay was due to failure by TDSL to use reasonable care under the circumstances.



18. The City failed to meet its put-or-pay requirement for the fiscal year ended September 30, 2022 by more than 34,000 tons. The City apparently claims a set-off due to alleged violation of the “priority” provisions in the Agreement, but as described above, the City failed to meet the Agreement’s requirements for claiming such a set-off on any day during the fiscal year. TDSL sent an invoice to the City for the shortfall, amounting to \$1,151,774.56, but the City has refused to pay and TDSL has declared the City in default due to this failure. True and correct copies of the default notice and invoice are included in Exhibit J to the City’s TRO Application.

19. Due to the City’s multiple uncured defaults, TDSL has notified the City that it is in material breach and that TDSL is no longer required to accept City waste at the inadequate Agreement rate, which the City refuses to adjust. TDSL notified the City that it will be charged at the standard “gate rate” applicable to non-City customers at Starcrest of \$40/cubic yard. TDSL has billed the City at this rate, but the City has refused to pay this rate. TDSL also has offered the City a compromise discounted rate of \$64.89 per ton (less costly to the City than the gate rate of \$40.00 per cubic yard), but the City has also refused to pay this rate. If the City pays either rate following January 15, 2023 on a weekly basis, it will not lose access to Starcrest and there will be absolutely no disruption in the City’s waste collection process. Thus whether the City retains access to Starcrest is entirely within the City’s own control. If the City continues to refuse to pay the billed gate rate or the offered \$64.89 per ton discount rate, TDSL intends to deny the City access to Starcrest. However, regardless of whether the City pays the invoiced Starcrest gate rate or the revised per ton rate, the City may still haul its route truck loads to the TDSL landfill in southeast Travis County at the currently applicable rate of \$23.27 per ton, a waste disposal rate for which there is no dispute between the parties.

20. The San Antonio Solid Waste Services Annual Budget is currently \$143.7 million. The increase in the rate TDSL is requesting is a minimum of \$64.89 per ton. The current contract rate is \$36.23 per ton. The annual difference in these two rates, assuming the City's 100,000 tons per year put or pay requirement is met, totals \$2,866,000 per year, which is 1.99% of the City's 2023 \$143.7 million Adopted Budget for the City's Solid Waste Services department. I do not believe a 1.99% budget increase is cause for City staff to claim an irreparable harm by having to pay the increased rate.

21. The City claims that it will suffer irreparable harm if its access to Starcrest is cut off, in part because the other landfills in the city close at 5:00 p.m. and 6:00 p.m. (This is in paragraph 27 of Mr. Newman's affidavit.) But the City ignores its other option: direct hauling to the TDS landfill, which is available 24 hours a day every weekday and Saturday until the earlier of 7:00 p.m. or dusk (closed Sunday), at a rate of just \$23.27 per ton. City waste hauled to the TDSL landfill is applicable to the City's 100,000-ton annual put-or-pay requirement.

22. The City claims that if its access to Starcrest is cut off, the public health and safety will be irreparably endangered. While waste collection and disposal is considered to impact public health and safety, this is because the failure to collect and properly dispose of waste can spread disease. Notably, the City *does not* contend that being cut off from Starcrest will result in the public's waste not being collected or not being properly disposed of. The only claim of the City that involves the lack of prompt disposal is the alleged concern that full trucks will have to sit overnight because they cannot get to the non-TDSL landfills by closing time. However, as stated above, the TDSL landfill is available to City trucks 24 hours a day every weekday and on Saturdays until the earlier of 7:00 p.m. or dusk. The City's only other alleged health and safety concerns involve things like increased traffic and parked cars at certain times of the day, but as shown on

Exhibit 1-B and Exhibit 1-C, City trucks are still delivering meaningful amounts of waste to Starcrest between 4 and 6 p.m. – the same time frames for which the City invokes, without evidence, the alleged fear of greater traffic safety concerns.

23. The City claims that it will suffer irreparable harm due to its inability to determine the number of cubic yards of waste in each City route truck entering Starcrest and being charged a rate per cubic yard after January 15, 2023. The City is fully aware of the standard industry practice of measuring the cubic yard capacity of a route truck's compactor body by the manufacturer's identified cubic yards of waste capacity within the compactor body. This is how the truck body is marketed and sold, and is identified on the specifications placard and/or the purchase invoice for each truck body. The calculation of the charge per load is simply that identified number of cubic yards of capacity within the compactor body multiplied by the \$40.00 per cubic yard rate, regardless of the weight per load, when the disposal facility is charging by the cubic yard. The difference in the charge per load on a per ton basis, as compared to a per load charge when charged on a per cubic yard basis is a simple matter of math, subtracting the contract charges per load from the adjusted rate calculated charge per load.

24. The City claims that it will suffer irreparable harm by not being able to calculate what it claims to be the proper charge on a per-ton basis if TDSL stops weighing City trucks. TDSL, however, has committed to continue weighing City truckloads, keeping records of those weights, reporting the weights on the per load detail accompanying the weekly invoices, and including those weights on tickets given to City drivers while this lawsuit is pending. TDSL will not stop weighing City trucks, has given that assurance to the City, and here reiterates and recommits that it will not stop weighing City trucks while this lawsuit is pending.



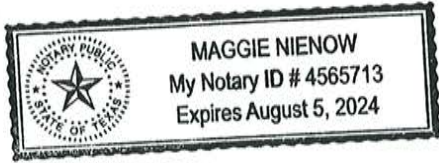
25. The City's allegation that a non-operable scale at Starcrest has resulted in longer wait times for City trucks is not accurate. The scale when operable was not used to weigh City trucks; it was used to weigh transfer trailers. The scale has not been operable for several years. Its non-operable nature has had no effect on the time required to process City route trucks. For a short period of time in 2022 transfer trailers were weighed with the same scale at the gate house used to weigh City route trucks and placed back under the direct dump chute to complete the loading of the trailer with a legal load weight, but TDSL discontinued this practice during times that the practice negatively impacted TDSL's reasonable care to timely process City waste at a 40-ton-per-hour rate and the City reported no loads as having waited longer than 30 minutes being diverted to a landfill during this period.

26. I believe the City staff's interpretation of the contract is that even if the City ceased all payments to TDSL for waste deliveries over the remaining 30 months of the contract, and delivered any type of waste it wishes regardless of the limitations on acceptable waste set by the Agreement, the City could still make the same argument that TDSL's refusal to continue to accept the City's loads at Starcrest would cause the City irreparable harm. If the City is granted its requests made in their TRO and TI applications, TDSL could arguably be forced to continue accepting all loads delivered by the City, regardless of the type of waste delivered; and, to provide a level of service greater than what is required by the Agreement, even if the City refused to pay TDSL anything at all while this litigation continues. I do not believe that was the intent of the Agreement.

Further affiant sayeth not.

  
\_\_\_\_\_  
Bob E. Gregory

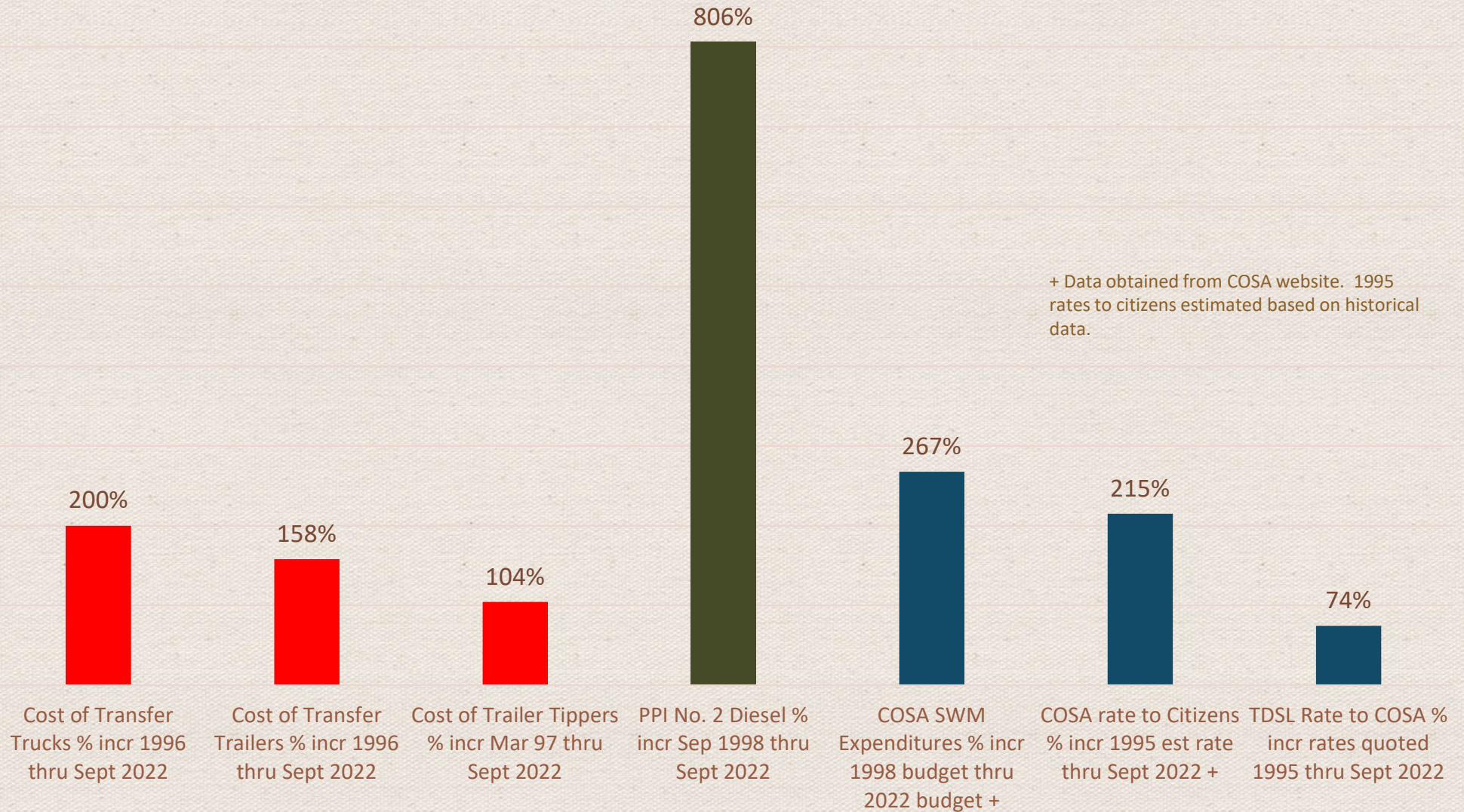
Subscribed and sworn before me on this the 20 day of February, 2023, to certify which witness my hand and seal of office.

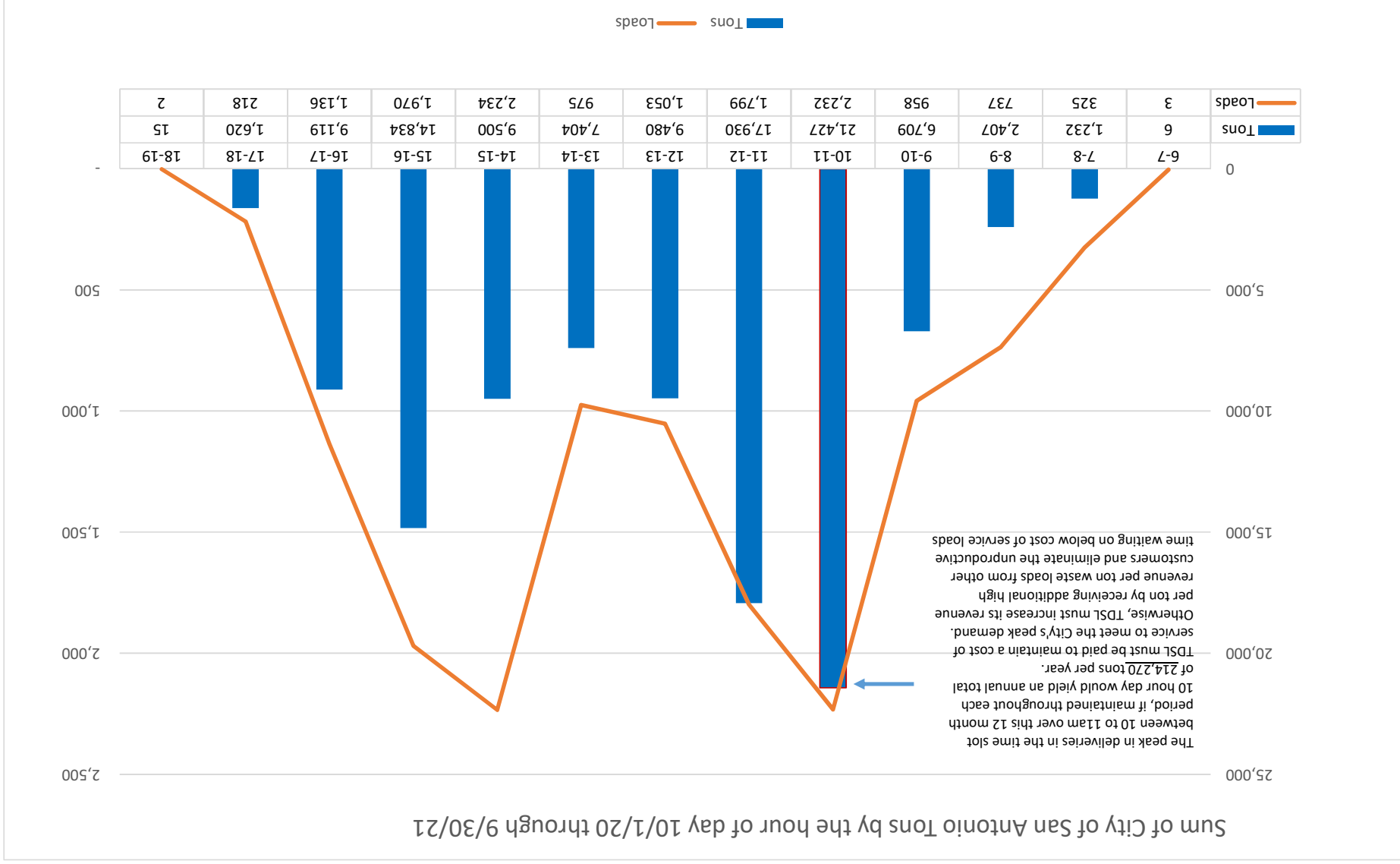


Maggie Nienow  
Notary Public, State of Texas

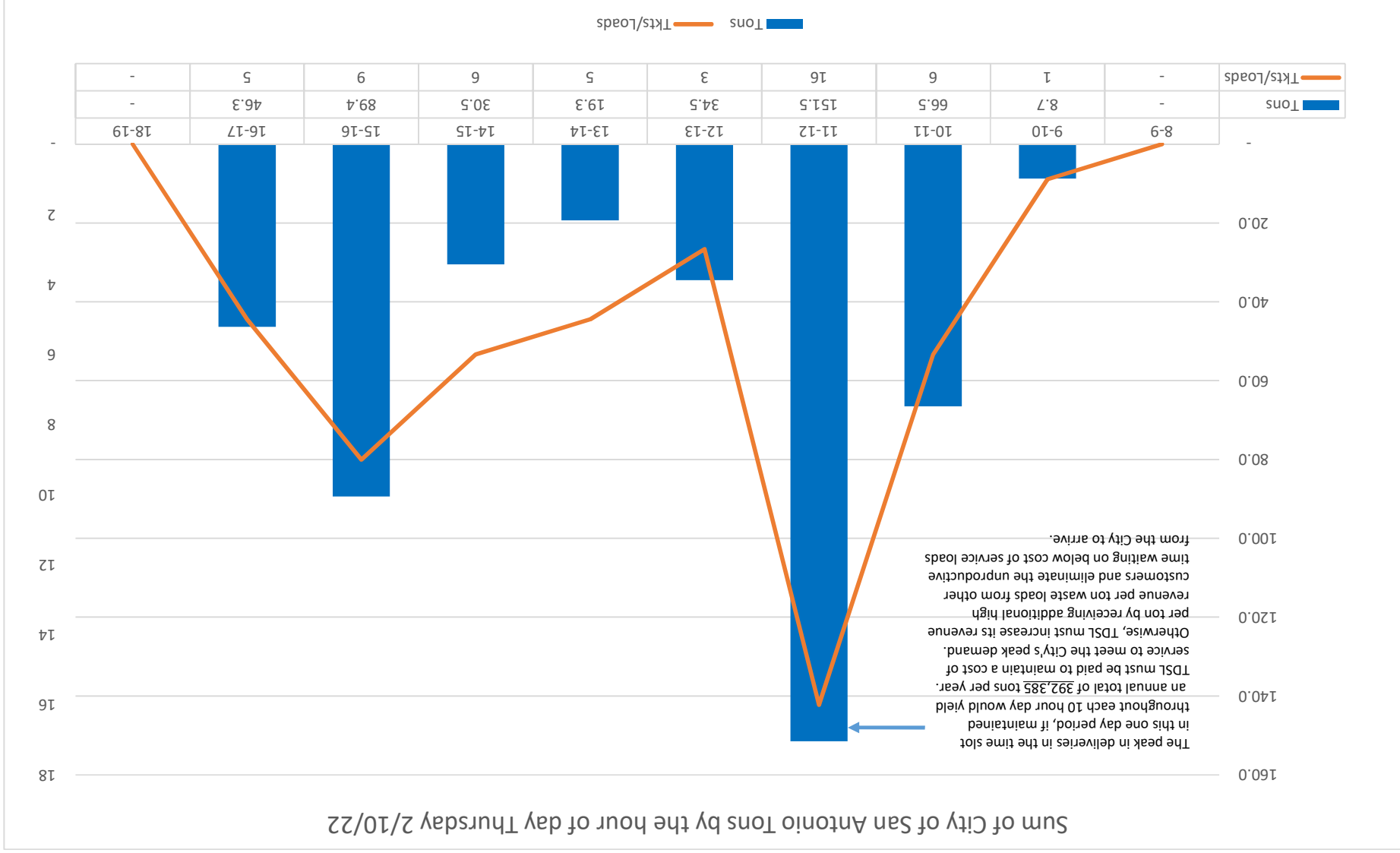


# Comparison of City Tipping Fees and Starcrest Operating Costs to Current Cost Increases



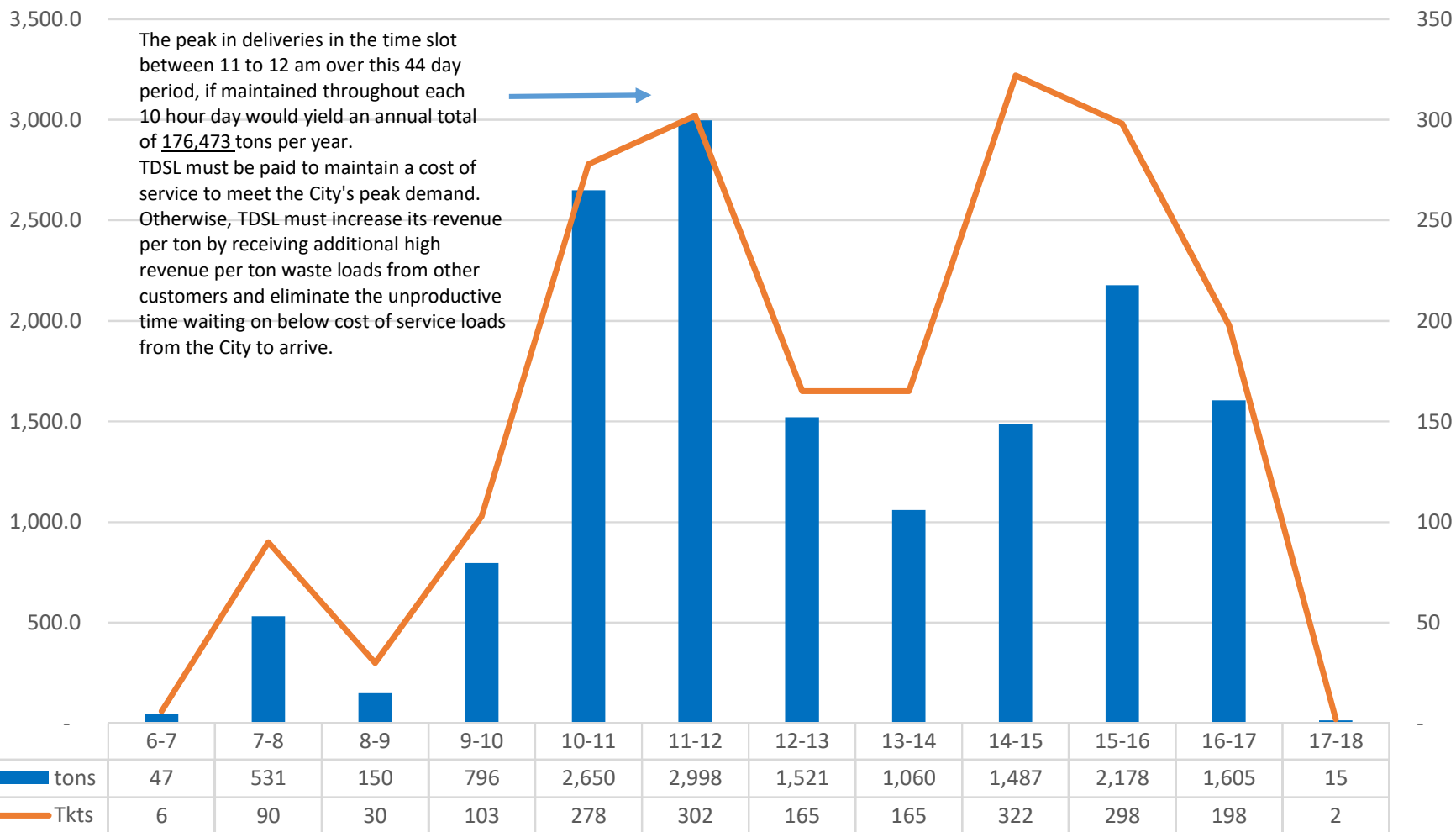


Sum of City of San Antonio Tons by the hour of day Thursday 2/10/22



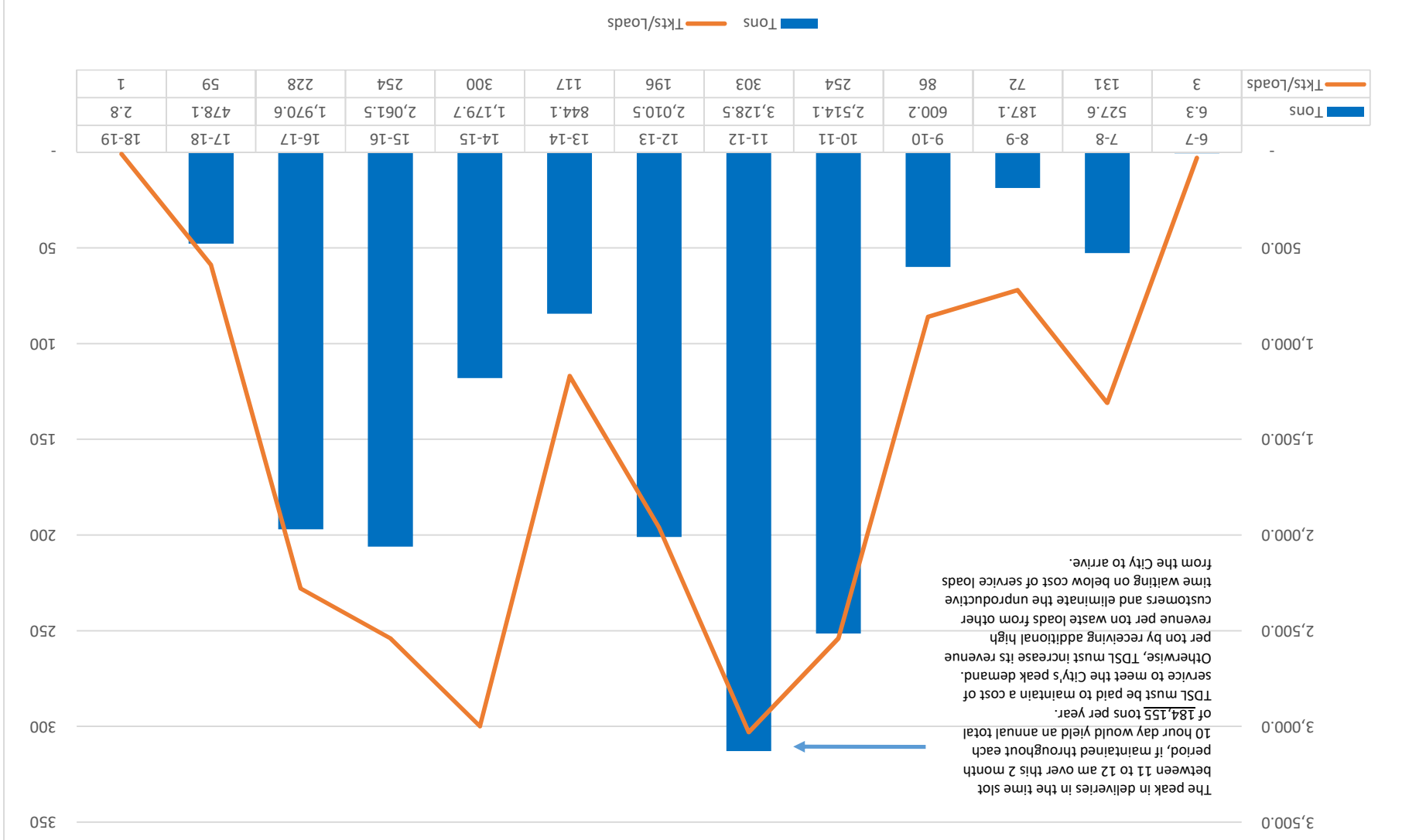


### Sum of City of San Antonio Tons by the hour of day 1/1/22 - 3/3/22



■ tons    — Tkts

Sum of City of San Antonio Tons by the hour of day 8/1/21 through 9/30/21



**2021-2023 TDSL Starcrest Transfer Station COSA Load Tonnage by day and by the hour of the day**

Tons of City waste received at Starcrest by the vehicle arrival time within each one hour time slot over 40 tons per hour are highlighted in yellow; One hour time slots receiving over 80 tons of City waste are outlined; Peak tonnage for each one hour time slot is highlighted in pink.

- 40 tons per hour of City waste x 10 hours per day x 259 work days per year = a 103,600 tons per year peak demand rate
- 80 tons per hour of City waste x 10 hours per day x 259 work days per year = a 207,200 tons per year peak demand rate
- 120 tons per hour of City waste x 10 hours per day x 259 work days per year = a 310,800 tons per year peak demand rate
- 160 tons per hour of City waste x 10 hours per day x 259 work days per year = a 414,400 tons per year peak demand rate
- 200 tons per hour of City waste x 10 hours per day x 259 work days per year = a 518,000 tons per year peak demand rate

Note: TDSL provides the staff, equipment, & transfer trucks and trailers to service the City's peak demand for services. TDSL is currently losing more than \$200,000 per month due to City staff's refusal to pay TDSL a rate sufficient to cover its cost to receive, process, transfer and dispose of the City's waste, even with the landfill disposal rate per the TDSL Landfill First Amendment to the Agreement (currently \$22.33/ton + \$0.94 TCEQ fee per ton = \$23.27/ton).

Max tonnage	66.72	166.20	119.24	179.53	192.11	117.12	175.33	118.01	143.87	134.98	96.40	12.60	
Sum of TONS													
Hours	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19
<b>2021</b>													
01/02/2021	-	-	6.05	6.44	3.52	5.50	-	-	2.70	-	-	-	-
01/03/2021	-	-	-	-	-	1.35	-	-	-	-	-	-	-
01/04/2021	-	-	-	70.72	102.51	62.76	76.94	49.90	22.93	104.64	65.63	-	-
01/05/2021	-	23.49	14.00	39.79	107.00	72.75	64.89	24.55	49.81	61.39	31.40	30.15	-
01/06/2021	-	8.61	20.84	4.59	18.60	3.86	8.94	-	2.20	-	-	-	-
01/07/2021	-	-	21.85	119.24	148.17	50.50	61.01	101.66	29.41	62.82	43.48	11.46	-
01/08/2021	-	-	15.79	92.60	146.89	43.02	98.33	75.82	46.79	41.91	85.49	3.86	-
01/09/2021	-	-	-	-	5.68	42.82	5.77	-	-	-	-	1.39	-
01/10/2021	-	-	-	-	-	-	-	-	-	-	-	0.94	-
01/11/2021	-	-	10.34	46.34	87.83	56.66	46.21	68.08	32.32	58.43	65.74	4.51	-
01/12/2021	-	2.87	5.31	15.42	91.94	83.18	36.51	7.63	64.67	46.23	96.04	-	-
01/13/2021	-	-	-	2.01	19.97	13.16	-	-	0.66	5.08	-	-	-
01/14/2021	-	-	15.32	30.10	103.98	80.96	47.71	51.19	27.76	59.62	58.44	23.85	-
01/15/2021	-	-	4.93	33.68	122.66	51.16	68.81	40.11	15.93	48.00	51.42	14.35	-
01/16/2021	-	-	4.21	4.90	7.94	13.20	-	-	-	-	-	-	-
01/17/2021	-	-	1.04	0.23	-	-	-	-	-	-	-	-	-
01/18/2021	-	-	4.14	5.08	-	-	-	-	0.90	0.31	-	-	-
01/19/2021	-	-	-	24.86	164.63	59.53	47.53	66.79	74.03	98.67	76.60	-	-
01/20/2021	-	-	20.81	66.65	71.77	89.79	62.51	30.95	24.78	73.89	48.81	28.21	-
01/21/2021	-	-	3.42	34.66	157.40	41.19	31.80	44.26	79.28	72.90	-	-	-
01/22/2021	-	8.20	6.45	18.09	179.53	76.19	10.89	36.91	67.44	67.87	21.70	-	-
01/23/2021	-	-	7.27	6.85	12.02	0.34	-	-	-	-	-	-	-
01/24/2021	-	-	1.07	-	-	-	-	-	-	-	-	-	-
01/25/2021	-	-	5.55	13.98	43.25	116.08	78.96	31.86	38.15	99.97	16.08	-	-
01/26/2021	-	-	3.35	13.87	78.59	59.71	65.65	18.45	21.50	90.34	44.19	9.40	-
01/27/2021	-	-	4.29	5.17	2.62	14.77	-	-	8.21	6.48	4.70	-	-
01/28/2021	-	-	6.12	48.98	126.27	54.34	69.62	34.47	48.45	95.79	14.98	-	-
01/29/2021	-	-	6.81	46.12	114.56	68.67	-	17.17	66.24	37.07	73.76	9.54	-
01/30/2021	-	-	2.31	8.13	3.48	3.89	-	-	-	-	-	-	-
01/31/2021	-	-	0.52	-	-	-	-	-	-	-	-	-	-
02/01/2021	-	-	18.76	18.56	110.12	73.91	41.13	66.84	45.52	52.71	63.83	-	-
02/02/2021	-	-	16.09	30.38	76.20	70.64	49.41	26.42	18.28	49.68	64.12	17.39	-
02/03/2021	-	19.64	7.94	-	8.10	6.25	10.33	4.31	0.94	0.31	-	-	-
02/04/2021	-	8.15	5.50	47.22	139.69	47.84	38.25	26.10	59.55	38.16	70.97	-	-
02/05/2021	-	-	4.77	33.50	88.23	112.87	30.27	31.11	19.40	71.17	50.98	-	-
02/06/2021	-	17.43	12.24	3.12	7.11	-	-	-	-	-	-	-	-
02/07/2021	-	0.20	0.78	-	-	-	-	-	-	-	-	-	-
02/08/2021	-	-	-	17.33	113.45	82.92	33.73	44.10	49.23	82.94	48.69	18.37	-
02/09/2021	-	4.41	9.22	18.81	98.24	96.08	60.77	16.52	17.46	79.70	78.04	-	-
02/10/2021	-	-	6.08	-	-	6.03	6.17	-	1.15	6.11	5.52	-	-
02/11/2021	-	2.96	19.67	12.28	153.62	82.17	35.70	35.82	48.67	110.11	38.10	8.30	-
02/12/2021	-	-	5.99	56.78	105.19	61.10	45.68	10.79	81.12	54.26	-	-	-
02/13/2021	-	-	-	-	-	3.04	-	-	-	-	-	-	-
02/17/2021	-	-	-	-	-	-	46.22	175.33	67.05	-	-	-	-
02/19/2021	-	-	-	-	-	0.39	12.78	160.32	69.00	89.07	37.93	-	-
02/20/2021	-	-	3.98	60.43	153.64	49.15	-	-	-	-	-	-	-
02/21/2021	-	-	-	1.63	-	-	-	-	-	-	-	-	-
02/22/2021	-	-	-	76.57	54.52	120.45	78.34	14.74	87.58	120.72	44.95	-	-
02/23/2021	-	-	25.18	45.67	90.00	103.67	32.12	60.03	44.48	97.71	11.55	-	-
02/24/2021	-	9.63	20.45	5.98	28.51	-	-	9.07	1.35	-	-	-	-
02/25/2021	-	-	26.56	99.84	109.83	28.89	38.21	97.90	45.47	43.12	69.22	-	-
02/26/2021	-	-	26.61	51.45	173.06	51.57	53.80	50.64	52.93	15.30	9.65	-	-
02/27/2021	-	-	7.09	9.49	23.86	11.94	-	-	-	-	-	-	-
02/28/2021	-	-	3.90	1.77	-	-	-	-	-	-	-	-	-
03/01/2021	-	-	23.38	30.28	99.44	79.60	28.42	44.62	44.06	46.70	110.55	-	-
03/02/2021	-	10.34	-	30.46	73.88	97.06	32.82	25.50	39.20	39.36	90.88	31.22	-
03/03/2021	-	4.45	9.53	-	6.08	-	12.55	-	0.94	9.35	6.35	-	-
03/04/2021	-	-	11.54	15.87	139.71	53.52	30.24	35.49	42.92	68.20	51.93	-	-
03/05/2021	-	-	-	75.55	140.60	54.20	39.84	41.98	15.40	72.58	40.71	9.60	-
03/06/2021	-	-	13.06	10.30	8.08	6.14	-	-	-	-	-	-	-
03/07/2021	-	-	3.87	-	-	-	-	-	-	-	-	-	-
03/08/2021	-	-	-	40.58	108.21	67.35	44.49	73.47	44.40	81.47	20.60	-	-
03/09/2021	-	-	5.18	34.48	100.68	89.16	24.50	14.82	26.15	84.24	29.24	20.85	-
03/10/2021	-	-	23.98	-	1.78	14.42	5.30	1.46	6.58	7.08	4.27	-	-
03/11/2021	-	2.26	18.71	16.85	104.29	86.94	94.22	17.72	54.62	51.06	58.68	8.13	-
03/12/2021	-	5.66	14.06	64.43	111.70	68.10	57.83	22.75	30.60	26.59	75.77	6.23	-
03/13/2021	-	-	24.50	20.77	0.31	3.58	-	-	-	-	-	-	-
03/14/2021	-	-	-	1.99	-	-	-	-	-	-	-	-	-
03/15/2021	-	-	-	36.71	92.19	85.50	21.74	48.92	69.97	17.38	134.98	7.11	-
03/16/2021	-	-	10.43	37.89	112.66	68.80	15.72	33.70	21.37	72.62	77.44	12.97	-
03/17/2021	-	-	36.17	1.20	13.18	-	-	11.80	8.67	0.18	-	-	-
03/18/2021	-	-	4.44	21.09	134.60	63.02	34.45	62.24	25.33	75.70	84.68	7.47	-
03/19/2021	-	-	33.22	21.56	121.69	61.32	8.77	17.92	37.11	62.76	57.73	-	-
03/20/2021	-	-	2.90	15.53	24.73	31.66	-	-	-	-	-	-	-
03/21/2021	-	-	4.27	-	-	-	-	-	-	-	-	-	-
03/22/2021	-	-	2.05	41.47	102.46	72.46	40.65	82.15	43.14	26.87	53.79	-	-
03/23/2021	-	-	71.24	74.95	58.57	58.78	36.62	50.73	38.43	49.32	21.43	-	-
03/24/2021	-	-	4.02	46.69	29.18	5.08	7.80	5.46	8.97	0.26	-	-	-

Sum of TONS													
Hours	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19
03/25/2021	-	-	25.87	21.38	121.51	65.62	11.22	66.89	64.65	50.51	59.05	26.13	-
03/26/2021	-	14.84	33.64	40.13	98.86	49.71	9.72	72.67	48.76	44.11	30.08	10.90	-
03/27/2021	-	-	4.66	41.07	40.40	3.97	4.59	-	-	-	-	-	-
03/28/2021	-	-	-	2.67	-	-	-	-	-	-	-	-	-
03/29/2021	-	-	-	48.79	78.39	82.93	30.02	67.33	30.54	62.52	47.78	-	-
03/30/2021	-	-	54.99	70.58	50.17	84.90	64.19	28.87	30.93	30.40	17.43	3.66	-
03/31/2021	-	2.49	18.35	28.28	33.69	23.52	29.36	18.33	0.98	0.31	4.96	-	-
04/01/2021	-	-	15.91	9.08	84.70	63.55	39.56	99.31	17.51	75.87	42.83	8.89	-
04/02/2021	-	0.43	-	36.95	163.87	42.09	13.57	60.68	31.09	65.23	39.96	26.58	-
04/03/2021	-	-	4.69	11.44	6.40	4.63	6.76	-	-	-	-	-	-
04/04/2021	-	-	0.64	-	-	-	-	-	-	-	-	-	-
04/05/2021	-	-	32.54	37.03	83.34	124.17	16.58	60.48	31.76	91.77	60.16	-	-
04/06/2021	-	15.17	6.66	31.17	110.74	54.28	24.58	56.16	35.60	104.63	26.64	-	-
04/07/2021	-	-	10.75	2.84	15.10	-	-	-	7.08	-	-	-	-
04/08/2021	-	3.90	9.18	44.49	108.57	23.82	53.62	58.40	68.50	56.28	79.14	7.67	-
04/09/2021	-	6.35	-	25.00	119.51	16.99	50.39	70.72	28.30	44.75	39.54	-	-
04/10/2021	-	7.96	12.38	33.15	13.81	14.67	-	-	-	-	-	-	-
04/11/2021	-	-	1.61	-	-	-	-	-	-	-	-	-	-
04/12/2021	-	-	-	52.88	113.31	68.96	39.57	62.13	13.18	143.87	16.91	-	-
04/13/2021	-	8.66	9.05	44.49	98.94	65.94	60.90	27.52	36.44	75.71	48.31	38.89	-
04/14/2021	-	-	-	-	-	-	-	3.67	15.04	12.08	-	-	-
04/15/2021	-	-	6.72	34.67	106.37	81.05	60.53	22.96	46.48	138.35	-	12.61	-
04/16/2021	-	-	12.06	39.09	119.04	30.09	7.94	53.50	41.96	71.21	33.80	30.86	-
04/17/2021	-	1.06	5.33	3.29	3.14	7.16	-	-	-	-	-	-	-
04/18/2021	-	-	3.57	-	-	-	-	-	-	-	-	-	-
04/19/2021	-	-	-	60.72	101.68	77.97	28.76	74.95	34.87	80.14	47.00	1.70	-
04/20/2021	-	-	5.12	51.14	90.55	51.59	27.37	49.01	72.15	77.57	20.68	7.05	-
04/21/2021	-	-	21.64	5.42	4.63	11.12	7.01	3.91	5.05	5.04	3.86	-	-
04/22/2021	-	-	1.27	30.19	129.02	21.78	49.16	50.07	31.27	99.98	22.84	13.69	-
04/23/2021	-	-	31.10	26.79	93.37	91.45	20.31	34.71	35.70	51.35	79.15	13.97	-
04/24/2021	-	-	18.18	7.71	-	4.08	-	-	-	-	-	-	-
04/25/2021	-	-	0.54	-	-	-	-	-	-	-	-	-	-
04/26/2021	-	-	12.38	16.60	66.83	121.59	26.81	55.77	44.53	63.89	71.01	10.75	-
04/27/2021	-	-	2.60	30.75	73.16	61.74	93.80	12.78	54.96	60.49	77.58	18.39	-
04/28/2021	-	-	1.17	-	17.73	13.37	5.34	8.71	5.81	0.20	4.88	-	-
04/29/2021	-	2.87	-	25.33	132.95	89.82	61.01	39.47	68.33	105.37	58.91	-	-
04/30/2021	-	-	-	53.46	99.35	63.31	15.54	49.71	37.39	50.74	61.90	-	-
05/01/2021	-	-	7.70	6.03	13.79	18.06	-	-	-	-	-	-	-
05/02/2021	-	-	2.11	-	-	-	-	-	-	-	-	-	-
05/03/2021	-	-	19.89	41.51	58.15	124.79	69.72	23.76	70.00	109.51	14.41	-	-
05/04/2021	-	1.31	4.17	8.11	99.77	109.11	40.84	15.80	68.04	64.31	52.09	-	-
05/05/2021	-	-	-	-	15.63	8.34	-	-	1.71	0.44	-	-	-
05/06/2021	-	11.47	3.58	29.06	97.06	66.15	117.12	28.33	40.49	104.94	56.94	-	-
05/07/2021	-	-	-	42.45	107.50	90.89	28.44	18.33	41.37	65.97	25.38	32.59	-
05/08/2021	-	-	1.89	-	12.55	5.41	-	-	-	-	-	-	-
05/09/2021	-	-	10.25	-	-	-	-	-	-	-	-	-	-
05/10/2021	-	-	-	25.92	99.57	121.07	14.19	29.31	13.21	-	-	-	-
05/11/2021	-	-	5.76	20.59	78.22	143.31	27.95	7.08	53.12	66.86	67.85	10.77	12.60
05/12/2021	-	5.12	9.70	-	5.97	6.21	10.10	4.78	10.52	12.04	7.28	-	-
05/13/2021	-	-	-	28.13	140.95	80.20	59.61	45.24	49.79	73.48	69.92	8.59	-
05/14/2021	-	-	1.02	55.36	88.93	84.62	66.87	-	54.06	27.53	52.51	40.92	-
05/15/2021	-	-	15.58	4.69	10.01	4.61	-	-	-	-	-	-	-
05/16/2021	-	-	-	1.84	-	-	-	-	-	-	-	-	-
05/17/2021	-	-	5.47	27.73	106.80	117.80	49.39	22.29	19.85	123.23	31.40	-	-
05/18/2021	-	-	10.65	10.44	69.60	105.38	68.36	34.86	65.44	44.54	21.81	45.06	-
05/19/2021	-	2.94	-	5.08	7.95	-	-	10.97	2.31	7.27	-	-	-
05/20/2021	-	11.73	3.85	25.21	127.54	69.92	44.27	53.75	67.73	43.00	65.65	-	-
05/21/2021	-	-	0.37	22.20	97.52	82.49	38.64	18.83	76.59	57.33	10.51	9.27	-
05/22/2021	-	-	6.62	1.79	9.29	4.12	-	-	-	-	-	-	-
05/23/2021	-	-	-	2.00	-	-	-	-	-	-	-	-	-
05/24/2021	-	-	3.66	20.55	84.58	154.76	37.89	27.80	53.46	131.74	6.31	-	-
05/25/2021	-	4.65	-	12.97	92.83	97.07	58.26	25.62	27.78	135.42	25.35	-	-
05/26/2021	-	-	-	9.48	10.10	4.07	-	5.64	7.04	5.36	4.64	-	-
05/27/2021	-	-	-	15.39	167.45	48.05	40.33	47.87	66.75	76.46	13.76	20.33	-
05/28/2021	-	-	-	9.30	130.46	77.68	42.50	15.01	74.19	49.53	36.73	11.70	-
05/29/2021	-	-	1.53	-	-	3.81	-	-	-	-	-	-	-
05/30/2021	-	-	6.36	-	-	-	-	-	-	-	-	-	-
05/31/2021	-	-	3.14	17.24	173.52	48.07	22.97	49.19	118.01	32.27	-	-	-
06/01/2021	-	-	-	13.70	97.35	100.88	47.14	4.91	62.33	77.95	45.89	-	-
06/02/2021	-	-	22.09	2.30	16.35	9.44	-	-	8.78	3.57	7.10	-	-
06/03/2021	-	-	10.33	20.99	137.37	94.49	37.13	20.42	33.87	133.05	35.75	-	-
06/04/2021	-	-	42.39	40.92	54.87	116.81	63.28	13.49	55.17	63.22	67.99	9.44	-
06/05/2021	-	-	1.87	-	2.42	8.73	-	-	-	-	-	-	-
06/06/2021	-	-	-	-	1.65	-	-	-	-	-	-	-	-
06/07/2021	-	-	0.71	42.23	116.03	71.61	66.06	39.77	64.15	57.27	77.62	-	-
06/08/2021	-	-	39.76	22.60	61.89	123.91	19.86	28.99	41.60	84.84	71.93	28.41	-
06/09/2021	-	-	7.18	12.47	12.27	4.37	2.16	-	6.13	4.15	3.83	-	-
06/10/2021	-	3.65	-	14.69	115.19	122.48	36.34	18.62	32.90	98.35	30.01	-	-
06/11/2021	-	-	17.22	32.33	103.19	96.95	48.78	21.26	21.31	79.91	30.77	-	-
06/12/2021	-	15.68	8.81	13.11	5.12	12.37	-	-	-	-	-	-	-
06/13/2021	-	-	2.29	-	-	-	-	-	-	-	-	-	-
06/14/2021	-	-	3.54	14.51	96.00	119.66	37.70	27.75	33.89	97.93	49.49	18.19	-
06/15/2021	-	1.35	6.75	7.74	76.46	112.63	43.96	31.50	29.36	66.50	36.75	58.48	-
06/16/2021	-	-	-	3.76	6.86	10.73	5.17	-	1.28	0.56	5.23	-	-
06/17/2021	-	-	9.74	27.54	104.97	108.12	37.11	22.01	43.24	112.37	13.22	-	-
06/18/2021	-	9.64	41.03	50.76	82.05	96.12	61.42	20.75	19.60	36.95	10.74	22.74	-
06/19/2021	-	57.07	21.88	-	9.11	15.72	-	-	-	-	-	-	-
06/20/2021	-	-	-	5.73	-	-	-	-	-	-	-	-	-
06/21/2021	-	-	8.45	18.62	79.71	140.49	30.38	5.34	46.38	97.40	50.35	9.81	-
06/22/2021	-	-	2.55	29.72	52.17	130.06	15.36	18.86	43.95	83.09	-	12.38	-
06/23/2021	-	5.92	35.82	34.86	11.09	5.46	20.06	8.80	2.55	4.98	-	-	-
06/24/2021	-	-	12.61	32.43	131.70	68.82	58.02	25.27	66.69	48.81	64.50	-	-
06/25/2021	-	-	22.43	17.51	137.05	76.80	48.47	12.85	20.80	88.82	18.19	-	-
06/26/2021	-	-	5.88	14.41	4.84	1.00	-	-	-	-	-	-	-
06/27/2021	-	-	1.79	-	-	-	-	-	-	-	-	-	-
06/28/2021	-	11.55	3.51	24.20	97.34	66.51	53.07	71.83	51.24	45.54	83.42	-	-

Sum of TONS													
Hours	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19
06/29/2021	-	-	-	12.25	101.63	57.45	56.90	38.57	40.49	70.72	88.77	-	-
06/30/2021	-	-	2.72	2.53	3.99	-	0.65	-	6.18	6.07	4.26	-	-
07/01/2021	-	-	1.55	17.84	68.23	147.80	24.01	39.69	37.20	71.42	75.57	-	-
07/02/2021	-	-	-	45.85	136.35	75.83	51.73	-	40.72	94.36	19.93	-	-
07/03/2021	-	-	5.94	4.12	-	3.17	-	-	-	-	-	-	-
07/04/2021	-	-	2.09	-	-	-	-	-	-	-	-	-	-
07/05/2021	-	-	9.68	-	114.80	92.04	26.34	36.22	76.13	50.61	51.65	-	-
07/06/2021	-	5.85	-	13.21	103.03	66.90	65.84	20.03	75.27	57.07	67.64	-	-
07/07/2021	-	4.49	-	11.33	-	-	3.34	5.81	12.57	0.15	-	-	-
07/08/2021	-	10.22	-	47.06	135.48	73.45	27.80	54.38	77.63	70.51	45.53	-	-
07/09/2021	-	7.50	9.30	41.85	111.38	78.27	59.34	47.58	44.51	24.15	17.50	12.27	-
07/10/2021	-	17.55	27.33	12.83	-	-	7.65	-	-	-	-	-	-
07/11/2021	-	-	2.53	-	-	-	-	-	-	-	-	-	-
07/12/2021	-	-	16.11	34.32	103.27	89.30	44.99	33.35	62.46	93.35	69.40	-	-
07/13/2021	-	3.12	10.84	17.62	64.57	100.12	33.76	39.10	63.30	71.41	13.19	75.71	-
07/14/2021	-	6.65	6.08	7.41	6.49	9.62	4.82	6.48	1.63	10.94	-	-	-
07/15/2021	-	-	-	41.49	117.62	76.63	49.78	38.66	32.23	115.75	8.14	-	-
07/16/2021	-	19.14	-	37.47	112.19	128.97	29.49	31.67	29.23	82.15	57.11	2.10	-
07/17/2021	-	1.59	6.49	16.99	7.11	4.32	-	-	-	-	-	-	-
07/18/2021	-	-	3.13	-	-	-	-	-	-	-	-	-	-
07/19/2021	-	-	22.16	15.36	20.41	162.82	41.85	39.85	23.42	116.50	65.51	4.40	-
07/20/2021	-	3.55	0.94	12.06	82.25	91.13	38.82	7.49	6.35	88.75	24.44	-	-
07/21/2021	-	22.75	26.07	20.69	-	-	-	-	7.87	12.20	5.85	-	-
07/22/2021	-	18.02	8.58	24.95	106.99	89.43	30.27	37.27	75.28	122.24	19.82	-	-
07/23/2021	-	18.60	0.18	62.28	62.67	79.01	38.52	21.55	21.17	76.80	40.68	9.00	-
07/24/2021	-	15.76	6.52	-	8.02	9.47	-	-	-	-	-	-	-
07/25/2021	-	-	1.81	-	-	-	-	-	-	-	-	-	-
07/26/2021	-	-	166.20	22.37	81.33	102.44	12.62	85.35	0.89	-	-	17.29	-
07/27/2021	-	-	-	41.74	63.08	145.14	20.45	15.09	46.68	78.90	76.82	15.62	-
07/28/2021	-	3.33	-	9.50	2.57	-	2.37	7.89	12.61	6.50	4.94	-	-
07/29/2021	-	1.37	-	21.36	95.03	68.26	70.67	41.61	37.41	66.79	69.41	22.15	-
07/30/2021	-	30.49	0.36	30.15	130.69	88.52	49.94	4.73	46.36	55.76	52.79	17.84	-
07/31/2021	-	0.52	5.37	6.16	12.10	4.41	-	-	-	-	-	-	-
08/01/2021	-	-	-	1.85	-	-	-	-	-	-	-	-	-
08/02/2021	-	2.59	-	20.00	31.73	192.11	19.15	13.45	30.98	64.51	76.69	42.58	-
08/03/2021	-	34.21	0.83	8.00	63.73	90.86	42.48	32.28	22.55	36.86	68.85	37.41	-
08/04/2021	-	3.92	6.67	-	12.54	0.39	-	0.57	0.64	-	-	-	-
08/05/2021	-	0.42	-	27.16	97.27	98.02	81.71	21.98	39.55	86.90	64.78	-	-
08/06/2021	-	-	-	21.42	138.37	62.20	46.06	3.15	40.81	85.29	18.50	6.16	-
08/07/2021	-	1.76	-	-	1.07	-	-	-	-	-	-	-	-
08/08/2021	-	-	1.37	-	-	-	-	-	-	-	-	-	-
08/09/2021	-	12.70	-	12.35	48.68	148.66	19.89	27.60	34.16	57.04	86.57	16.19	-
08/10/2021	-	11.61	7.41	11.73	71.73	86.54	34.08	35.40	31.10	55.65	26.24	29.41	-
08/11/2021	-	19.72	2.45	12.76	9.23	5.73	0.66	0.43	1.36	-	-	-	-
08/12/2021	-	6.34	-	7.77	107.85	65.68	52.43	28.68	35.81	45.07	34.93	-	-
08/13/2021	-	46.37	4.32	28.68	100.22	53.26	62.24	30.10	12.58	57.38	48.71	24.13	-
08/14/2021	-	-	4.40	-	0.47	-	-	-	-	-	-	-	-
08/15/2021	-	-	1.91	-	-	-	-	-	-	-	-	-	-
08/16/2021	-	-	-	10.96	82.26	92.48	49.53	26.70	51.09	89.90	25.55	-	-
08/17/2021	-	2.71	29.46	7.87	72.62	69.20	67.93	-	51.96	37.90	28.75	-	-
08/18/2021	-	40.55	-	-	-	-	-	0.63	16.12	-	-	-	-
08/19/2021	-	30.91	7.95	33.94	48.11	117.61	51.44	44.88	28.29	53.80	87.28	-	-
08/20/2021	-	11.97	-	-	112.19	62.98	44.29	20.15	28.18	60.69	72.20	8.43	-
08/21/2021	-	2.24	1.10	1.38	-	10.61	-	-	-	-	-	-	-
08/22/2021	-	1.53	-	-	-	-	-	-	-	-	-	-	-
08/23/2021	-	-	-	3.39	63.27	131.85	51.65	15.22	27.37	64.49	108.37	8.43	-
08/24/2021	-	-	0.25	7.55	52.46	74.16	55.61	8.55	40.01	25.50	57.37	18.53	-
08/25/2021	-	5.21	-	0.61	-	-	-	-	0.89	-	-	-	-
08/26/2021	-	48.92	-	14.27	91.59	67.21	93.63	25.09	29.80	73.73	71.53	-	-
08/27/2021	-	17.28	13.45	17.20	122.60	83.79	32.78	19.15	20.22	51.20	51.47	16.13	-
08/28/2021	-	1.42	0.56	-	-	9.82	-	-	-	-	-	-	-
08/29/2021	-	1.56	-	-	-	-	-	-	-	-	-	-	-
08/30/2021	-	-	-	7.92	31.99	151.84	43.71	15.23	69.62	73.78	96.87	-	-
08/31/2021	-	11.71	-	7.45	58.63	51.52	82.49	-	32.92	30.29	66.40	-	-
09/01/2021	-	-	-	-	0.60	-	-	-	0.07	0.79	-	-	-
09/02/2021	-	40.01	0.42	28.20	66.68	133.79	43.43	38.97	32.93	68.90	83.26	-	-
09/03/2021	-	0.33	-	14.61	101.98	63.90	56.37	12.23	46.46	44.43	49.38	7.17	-
09/04/2021	6.27	1.05	-	-	-	-	-	-	-	-	-	-	-
09/05/2021	-	2.39	-	-	-	-	-	-	-	-	-	-	-
09/06/2021	-	-	-	10.54	36.47	87.86	57.25	40.69	53.33	43.87	81.70	1.41	-
09/07/2021	-	-	9.61	11.86	57.96	54.87	78.16	10.02	3.30	120.15	31.57	-	-
09/08/2021	-	0.49	-	7.81	9.12	-	-	0.52	0.63	0.20	-	-	-
09/09/2021	-	8.47	-	17.00	120.99	43.84	91.94	31.01	9.92	103.97	46.19	-	-
09/10/2021	-	0.65	3.32	-	116.42	86.44	44.25	5.19	17.96	47.74	24.66	42.82	-
09/11/2021	-	12.73	1.58	9.88	8.56	-	0.45	-	-	-	-	-	-
09/12/2021	-	-	1.19	-	-	-	-	-	-	-	-	-	-
09/13/2021	-	5.05	0.74	20.26	33.49	81.79	66.25	14.08	70.15	68.87	54.47	48.04	-
09/14/2021	-	52.48	-	2.37	18.06	75.01	84.76	10.36	27.24	25.56	32.79	96.40	2.78
09/15/2021	-	23.86	9.67	8.95	-	-	4.29	11.40	3.80	-	-	-	-
09/16/2021	-	9.04	0.25	16.22	59.39	106.70	51.12	20.71	38.67	35.98	76.60	9.11	-
09/17/2021	-	-	15.09	23.22	105.76	38.89	60.71	13.55	35.85	73.08	11.90	3.76	-
09/18/2021	-	1.68	18.05	-	-	-	-	-	-	-	-	-	-
09/19/2021	-	-	5.48	-	-	-	-	-	-	-	-	-	-
09/20/2021	-	-	-	62.27	34.53	106.97	59.80	27.61	39.64	75.45	53.63	-	-
09/21/2021	-	-	-	7.45	21.66	112.93	40.01	33.84	21.72	58.64	71.22	-	-
09/22/2021	-	6.88	-	2.05	-	0.39	8.95	0.16	1.03	-	-	-	-
09/23/2021	-	-	-	7.56	75.22	100.78	47.61	33.74	28.56	59.42	33.59	-	-
09/24/2021	-	27.81	-	15.89	60.05	81.64	66.34	33.47	24.44	34.33	59.66	19.07	-
09/25/2021	-	1.83	-	-	-	-	-	-	-	-	-	-	-
09/26/2021	-	-	3.30	-	-	-	-	-	-	-	-	-	-
09/27/2021	-	4.12	12.73	29.80	60.37	64.25	101.08	30.07	19.82	28.30	113.79	8.42	-
09/28/2021	-	-	0.56	9.38	16.86	70.30	53.93	40.72	34.57	17.57	33.20	34.50	-
09/29/2021	-	-	17.68	5.18	-	18.57	9.98	0.72	0.76	-	-	-	-
09/30/2021	-	13.04	5.32	25.41	91.35	73.10	52.05	65.77	22.87	104.28	21.96	-	-
10/01/2021	-	-	9.09	7.92	121.91	82.80	44.29	10.21	49.82	30.34	60.89	-	-
10/02/2021	-	1.16	18.35	3.42	-	-	-	0.32	-	-	-	-	-



Sum of TONS													
Hours	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19
10/03/2021	-	-	1.69	-	-	-	-	-	-	-	-	-	-
10/04/2021	-	-	0.26	19.45	36.34	78.16	57.93	11.60	44.15	35.05	93.23	10.71	-
10/05/2021	-	-	54.16	39.16	-	76.26	51.10	25.12	30.32	44.38	34.19	9.73	-
10/06/2021	-	-	47.41	9.73	-	-	-	14.52	0.20	-	-	-	-
10/07/2021	-	0.73	-	7.85	48.05	108.37	84.53	31.44	19.50	83.87	69.62	-	-
10/08/2021	-	-	40.56	18.20	78.19	77.29	44.47	32.43	12.53	43.41	33.45	9.09	-
10/09/2021	-	0.83	19.41	-	-	37.01	-	-	-	-	-	-	-
10/10/2021	-	-	2.84	-	-	-	-	-	-	-	-	-	-
10/11/2021	-	7.00	14.11	10.34	54.99	105.67	63.57	21.01	44.86	62.16	80.24	-	-
10/12/2021	-	8.55	-	-	28.35	92.94	73.97	18.66	12.92	56.36	41.49	34.43	-
10/13/2021	-	0.41	-	0.02	27.81	-	-	1.00	0.46	-	-	-	-
10/14/2021	-	6.19	-	8.08	53.85	136.77	52.72	39.10	29.00	89.66	45.32	18.08	-
10/15/2021	-	10.95	1.41	43.51	64.95	86.10	46.40	17.50	13.43	53.88	32.40	25.13	-
10/16/2021	-	0.36	1.77	-	12.73	17.46	-	-	-	-	-	-	-
10/17/2021	-	-	2.05	-	-	-	-	-	-	-	-	-	-
10/18/2021	-	-	16.11	22.70	61.84	107.63	33.62	32.04	34.52	54.31	65.85	64.81	-
10/19/2021	-	-	9.54	7.27	19.66	40.77	94.68	36.36	47.23	22.48	50.39	-	-
10/20/2021	-	0.45	27.47	22.76	-	-	-	1.37	1.14	-	-	-	-
10/21/2021	-	5.63	11.41	7.67	86.69	66.39	73.48	42.42	31.36	81.24	33.18	6.58	-
10/22/2021	-	19.50	5.41	8.28	99.50	55.00	61.88	31.40	24.01	51.14	26.53	-	-
10/23/2021	-	0.27	1.83	9.00	32.73	23.72	-	-	-	-	-	-	-
10/24/2021	-	-	0.56	-	-	-	-	-	0.91	-	-	-	-
10/25/2021	-	3.97	124.66	8.53	56.84	94.16	45.57	41.70	21.86	-	27.78	10.24	-
10/26/2021	-	-	13.24	6.91	9.47	95.51	55.73	27.59	2.80	66.82	59.13	-	-
10/27/2021	-	-	21.69	-	4.29	8.47	7.50	0.58	0.17	0.41	-	-	-
10/28/2021	-	-	-	14.59	77.25	106.25	35.65	35.97	29.94	43.18	52.67	9.58	-
10/29/2021	-	3.80	52.34	-	80.75	90.50	29.76	17.99	39.73	11.79	39.59	21.17	-
10/30/2021	-	-	1.58	9.89	4.05	11.89	10.76	-	-	-	-	-	-
10/31/2021	-	-	1.85	-	-	-	-	-	-	-	-	-	-
11/01/2021	-	-	2.30	45.00	52.72	86.65	38.11	51.65	43.67	16.46	71.40	25.99	-
11/02/2021	-	-	47.21	6.29	20.27	42.35	45.84	72.25	49.03	20.51	44.57	46.04	-
11/03/2021	-	-	-	32.12	31.72	10.23	-	0.91	1.04	-	-	-	-
11/04/2021	-	0.33	-	21.17	59.59	96.16	50.90	31.85	53.85	51.76	46.00	-	-
11/05/2021	-	-	53.46	-	109.84	60.62	59.07	20.67	37.98	27.20	30.36	-	-
11/06/2021	-	-	1.71	11.45	8.06	36.15	-	-	-	-	-	-	-
11/07/2021	-	-	8.11	-	-	-	-	-	-	-	-	-	-
11/08/2021	-	-	22.45	10.92	50.08	120.32	26.33	16.61	73.19	36.84	66.20	44.94	-
11/09/2021	-	-	38.74	-	42.61	38.88	54.66	60.59	41.72	43.38	24.64	-	-
11/10/2021	-	-	10.31	12.62	10.40	12.10	2.38	0.39	0.26	0.42	-	-	-
11/11/2021	-	-	-	57.70	79.53	116.09	50.39	23.97	53.05	50.70	49.25	-	-
11/12/2021	-	5.52	8.69	9.01	123.35	92.35	30.34	9.86	44.60	48.90	62.93	-	-
11/13/2021	-	-	7.59	0.47	-	-	-	0.86	-	-	-	-	-
11/14/2021	-	-	-	1.15	-	-	-	-	-	-	-	-	-
11/15/2021	-	5.65	-	2.83	68.61	116.52	43.28	37.67	36.14	83.91	36.37	5.22	-
11/16/2021	-	-	22.71	7.17	50.20	81.44	24.42	39.51	21.21	69.88	9.64	-	-
11/17/2021	-	-	46.55	6.15	0.26	-	0.71	0.11	0.94	-	-	-	-
11/18/2021	-	9.68	1.48	21.97	84.48	50.79	71.47	38.69	41.89	81.27	30.96	-	-
11/19/2021	-	5.97	24.01	-	81.43	85.49	40.33	40.35	29.82	30.58	41.12	22.56	-
11/20/2021	-	-	1.63	0.12	7.63	14.81	-	-	-	-	-	-	-
11/21/2021	-	-	0.70	-	-	-	-	-	-	-	-	-	-
11/22/2021	-	4.03	13.49	10.73	64.64	113.38	58.71	15.57	40.77	105.62	34.51	-	-
11/23/2021	-	-	-	6.56	72.12	81.89	39.38	10.73	51.79	66.79	38.98	-	-
11/24/2021	-	9.66	8.73	8.00	107.39	52.43	51.57	23.26	47.93	93.23	-	-	-
11/26/2021	-	6.21	-	35.75	123.87	88.53	11.70	48.52	53.03	49.61	-	-	-
11/29/2021	-	0.90	-	25.60	121.48	58.85	79.31	25.25	53.12	71.43	71.71	-	-
11/30/2021	-	65.96	-	17.56	60.01	68.80	49.72	54.57	37.14	82.10	37.29	-	-
12/01/2021	-	2.18	-	-	22.84	20.58	15.26	0.44	0.65	0.17	-	-	-
12/02/2021	-	11.49	7.79	43.72	135.07	96.30	80.31	63.75	62.45	110.06	39.83	7.81	-
12/03/2021	-	5.48	6.89	46.38	92.72	123.14	55.21	6.90	46.74	81.91	37.50	-	-
12/04/2021	-	-	0.83	-	-	-	-	-	-	-	-	-	-
12/06/2021	-	-	3.70	21.46	76.11	98.89	63.10	39.12	36.28	105.49	55.17	-	-
12/07/2021	-	3.01	-	13.33	54.42	66.21	27.45	35.14	46.63	65.98	20.35	-	-
12/08/2021	-	1.95	-	12.39	16.19	-	-	0.64	1.18	0.48	-	-	-
12/09/2021	-	11.18	2.96	11.61	82.78	128.34	53.22	46.83	10.69	53.37	53.95	-	-
12/10/2021	-	43.06	-	8.57	111.84	71.91	42.88	31.76	46.72	25.72	27.10	-	-
12/13/2021	-	9.13	-	11.67	99.28	95.10	50.05	25.99	30.30	92.91	60.85	-	-
12/14/2021	-	1.56	-	6.77	51.48	72.38	47.07	40.16	24.05	86.51	38.56	-	-
12/15/2021	-	5.16	-	3.51	18.91	-	-	0.59	0.60	0.22	-	-	-
12/16/2021	-	2.71	-	15.05	83.83	116.34	23.80	35.48	28.70	111.20	7.03	-	-
12/17/2021	-	-	-	16.28	156.30	63.11	14.44	23.75	44.33	69.03	32.51	11.83	-
12/20/2021	-	1.56	3.57	20.78	90.45	54.10	60.24	42.50	72.14	77.40	31.46	-	-
12/21/2021	-	-	7.79	7.16	48.61	96.50	40.31	7.65	26.99	89.31	33.42	-	-
12/22/2021	-	0.69	-	21.81	9.02	-	-	1.03	0.47	0.22	-	-	-
12/23/2021	-	-	-	27.29	84.38	98.73	76.96	10.49	46.11	97.29	17.59	-	-
12/24/2021	-	-	-	38.32	140.14	55.00	19.00	17.70	55.96	83.88	-	-	-
12/27/2021	-	0.84	3.18	36.96	90.16	69.57	64.29	66.54	65.54	88.76	43.64	-	-
12/28/2021	-	-	-	9.79	99.60	81.89	27.16	47.79	42.28	66.54	69.18	-	-
12/29/2021	-	-	0.78	0.27	10.21	-	-	-	0.19	0.73	-	-	-
12/30/2021	-	0.71	-	63.75	105.35	116.59	66.73	19.92	44.73	141.00	11.36	-	-
12/31/2021	-	-	11.00	59.21	171.19	57.09	46.08	12.59	8.06	126.73	15.56	-	-
<b>2021 Total</b>	<b>6.27</b>	<b>1,336.59</b>	<b>2,941.94</b>	<b>6,257.40</b>	<b>19,642.94</b>	<b>17,825.76</b>	<b>9,930.31</b>	<b>7,393.53</b>	<b>8,698.88</b>	<b>13,953.65</b>	<b>9,557.28</b>	<b>1,894.14</b>	<b>15.38</b>

Sum of TONS													
Hours	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19
<b>2022</b>													
01/01/2022	-	-	0.90	-	-	-	-	-	-	-	-	-	-
01/03/2022	-	-	5.23	32.41	79.13	57.21	83.53	60.45	58.22	57.61	62.09	-	-
01/04/2022	-	50.76	5.66	37.81	68.11	54.32	43.68	19.83	55.86	64.55	60.52	-	-
01/05/2022	-	21.79	14.92	6.75	-	-	-	2.80	0.40	0.16	-	-	-
01/06/2022	-	18.10	7.86	17.16	120.37	106.52	49.95	13.04	91.14	73.27	22.23	-	-
01/07/2022	-	20.84	8.45	51.19	105.73	64.12	48.12	8.66	72.98	48.68	-	-	-
01/10/2022	-	47.98	-	16.58	107.33	56.12	70.15	37.65	28.97	75.50	62.67	3.47	-
01/11/2022	-	41.83	-	38.59	37.60	46.56	47.66	44.60	55.78	54.16	25.05	-	-
01/12/2022	-	0.27	15.19	13.71	0.60	-	0.15	0.56	0.67	-	-	-	-
01/13/2022	-	26.10	-	15.10	113.30	74.75	38.02	53.83	38.29	93.14	45.09	-	-
01/14/2022	-	0.37	-	44.55	74.47	80.35	61.32	15.93	36.37	37.96	54.65	-	-
01/18/2022	-	-	4.11	25.46	101.49	57.28	42.91	39.77	51.34	65.88	74.53	-	-
01/19/2022	10.55	5.27	1.13	31.90	52.48	47.25	56.40	42.04	50.72	17.55	70.50	-	-
01/20/2022	17.49	52.56	7.02	54.84	107.88	80.62	51.52	12.72	82.59	54.44	-	-	-
01/21/2022	6.69	-	-	36.73	104.12	59.77	7.87	25.74	33.65	41.18	76.04	-	-
01/24/2022	-	0.74	-	16.88	65.21	84.36	51.47	53.90	10.25	74.70	52.71	-	-
01/25/2022	-	-	-	6.43	56.02	74.35	26.48	19.85	15.20	51.31	67.70	-	-
01/26/2022	-	0.34	-	-	0.91	-	-	0.89	0.15	7.31	-	-	-
01/27/2022	-	13.72	-	33.93	108.12	104.45	27.55	19.01	47.29	85.16	24.37	-	-
01/28/2022	-	-	-	23.15	87.62	114.93	34.15	18.04	57.10	59.53	17.14	-	-
01/31/2022	-	1.48	9.59	13.13	42.99	110.13	22.27	24.69	39.95	72.37	60.15	-	-
02/01/2022	11.83	21.31	15.28	7.37	34.67	72.93	57.58	26.25	10.94	59.11	36.46	-	-
02/02/2022	-	0.77	-	7.82	5.07	5.08	27.18	0.93	0.79	-	-	-	-
02/03/2022	-	26.01	-	40.13	66.07	128.57	53.50	19.67	49.28	81.50	22.29	-	-
02/04/2022	-	-	-	12.01	10.49	47.62	26.38	60.94	52.59	63.65	31.49	-	-
02/07/2022	-	-	-	-	46.31	115.02	61.80	44.24	9.19	81.30	123.17	-	-
02/08/2022	-	9.86	-	6.91	54.67	69.87	27.72	40.37	48.18	57.68	33.11	-	-
02/09/2022	-	0.30	-	-	6.89	10.34	9.45	0.51	0.56	0.12	-	-	-
02/10/2022	-	8.89	-	8.71	66.50	151.47	34.53	19.30	30.47	89.41	46.32	-	-
02/11/2022	-	29.87	1.51	15.33	114.26	90.24	36.87	35.29	25.71	34.75	54.13	-	-
02/14/2022	-	-	-	4.29	55.28	108.18	79.02	41.47	22.64	83.86	26.52	-	-
02/15/2022	-	9.01	0.05	-	60.35	73.04	48.26	-	59.32	31.29	47.46	-	-
02/16/2022	-	0.32	-	4.39	-	9.35	-	16.96	8.77	-	-	-	-
02/17/2022	-	12.00	-	11.55	117.37	121.09	10.72	40.44	35.46	106.99	2.20	-	-
02/18/2022	-	-	-	18.89	96.98	103.73	23.96	7.98	29.67	47.94	54.77	-	-
02/21/2022	-	0.82	0.82	13.53	46.58	140.33	41.69	34.33	18.68	93.69	57.31	-	-
02/22/2022	-	-	-	7.40	53.24	84.19	39.40	19.19	38.32	68.87	58.83	-	-
02/23/2022	-	0.34	-	-	0.64	10.44	-	0.42	0.38	0.10	-	-	-
02/24/2022	-	3.28	9.48	30.77	96.57	59.03	25.24	15.46	52.60	77.99	20.02	-	-
02/25/2022	-	11.23	-	29.81	93.06	64.61	40.39	21.14	52.48	7.64	62.11	-	-
02/28/2022	-	30.90	0.25	10.51	60.36	100.81	18.27	38.36	19.97	60.70	92.12	11.55	-
03/01/2022	-	16.69	-	15.18	35.95	68.77	45.51	10.35	59.21	43.49	8.61	-	-
03/02/2022	-	17.68	23.62	6.55	9.66	6.39	-	-	0.63	0.03	-	-	-
03/03/2022	-	19.83	10.39	28.91	85.55	83.33	50.71	52.80	34.21	53.75	52.57	-	-
03/04/2022	-	9.71	8.63	21.46	65.81	77.85	65.69	0.75	34.56	62.00	46.24	-	-
03/07/2022	-	1.11	3.28	-	83.86	105.80	30.60	49.47	46.40	111.32	19.66	-	-
03/08/2022	-	-	-	6.58	58.61	72.84	53.51	8.88	37.98	70.86	30.27	-	-
03/09/2022	-	8.01	0.30	-	-	-	-	-	2.29	0.26	-	-	-
03/10/2022	-	2.05	-	16.00	55.34	29.36	19.47	30.26	17.85	11.57	17.68	-	-
03/11/2022	10.81	43.84	2.93	7.74	-	-	-	-	1.17	-	-	-	-
03/14/2022	-	0.63	-	-	9.72	12.01	-	-	-	11.06	-	-	-
03/15/2022	-	-	-	-	-	12.74	-	-	-	-	4.61	-	-
03/17/2022	-	-	-	-	-	10.93	-	11.75	-	-	-	-	-
03/18/2022	-	-	-	-	-	-	8.43	-	-	-	-	-	-
03/21/2022	-	2.05	-	10.49	102.48	12.15	35.83	-	11.52	57.41	80.78	11.98	-
03/22/2022	-	24.01	-	6.94	72.67	42.98	16.83	-	43.92	33.59	45.16	-	-
03/23/2022	-	7.90	11.60	11.40	10.40	-	5.85	2.14	9.49	-	-	-	-
03/24/2022	-	10.31	33.03	26.92	63.47	55.58	-	0.79	81.08	38.07	31.49	-	-
03/25/2022	-	6.71	3.00	37.60	62.91	40.65	35.53	20.89	7.40	44.07	29.00	-	-
03/28/2022	-	1.05	-	31.70	31.92	-	0.35	1.05	60.32	35.13	76.58	-	-
03/29/2022	-	61.30	10.25	22.35	40.48	31.85	29.50	36.49	33.75	15.40	41.98	-	-
03/30/2022	-	-	1.03	-	-	-	-	-	-	9.46	-	-	-
03/31/2022	-	21.76	-	29.73	96.97	32.14	20.71	30.10	19.98	64.10	23.23	-	-
04/01/2022	-	15.76	5.70	35.07	38.82	49.50	57.45	9.75	5.72	72.86	52.69	-	-
04/04/2022	-	6.00	-	20.05	43.54	64.60	50.22	36.15	20.56	67.63	71.48	-	-
04/05/2022	-	25.78	-	24.04	51.21	55.66	24.57	11.38	11.54	10.26	18.97	-	-
04/06/2022	-	11.30	0.12	0.46	10.14	-	18.41	9.61	21.27	5.06	-	-	-
04/07/2022	-	25.08	-	31.38	30.28	11.12	9.49	0.50	18.89	46.23	61.80	-	-
04/08/2022	-	9.68	22.48	44.81	32.77	21.49	11.08	0.20	12.23	12.58	43.87	-	-
04/11/2022	-	1.74	-	29.37	74.79	20.26	1.26	1.28	36.15	28.58	81.21	10.01	-
04/12/2022	-	10.41	-	13.96	31.75	99.48	18.25	10.26	11.67	20.59	44.75	19.38	-
04/13/2022	-	0.63	-	-	-	-	12.92	-	-	-	-	-	-
04/14/2022	-	17.42	-	14.46	87.92	11.18	-	12.00	18.44	33.94	27.18	-	-
04/15/2022	-	37.45	11.79	19.07	19.18	54.56	30.72	22.92	12.54	23.02	10.40	-	-
04/18/2022	-	12.51	-	10.57	55.28	63.66	-	-	24.00	23.45	8.88	-	-
04/19/2022	-	19.68	-	8.34	41.77	77.60	30.84	19.05	23.27	27.04	0.82	-	-
04/20/2022	-	-	0.35	-	-	-	-	3.62	-	-	-	-	-
04/21/2022	-	35.33	12.00	31.08	101.16	12.51	14.08	45.49	43.58	41.09	-	-	-
04/22/2022	-	45.24	22.10	10.95	34.72	20.56	47.69	10.36	22.18	38.41	4.79	-	-
04/25/2022	-	-	-	3.18	62.08	66.18	23.29	29.72	11.06	45.86	-	-	-
04/26/2022	-	32.54	-	-	87.55	-	12.80	11.48	49.61	37.10	-	-	-
04/27/2022	-	-	-	8.93	-	-	0.66	0.97	-	-	-	-	-
04/28/2022	-	20.98	7.07	14.96	80.27	56.63	11.19	11.27	66.98	71.04	-	-	-
04/29/2022	-	11.70	11.56	41.18	21.26	64.43	35.65	30.22	20.51	42.96	37.43	-	-
05/02/2022	-	-	1.16	28.35	83.96	34.47	36.64	36.20	46.35	51.74	9.93	-	-
05/03/2022	-	7.30	11.58	8.99	88.80	43.12	52.30	10.97	35.47	67.95	19.84	-	-
05/04/2022	-	-	-	0.44	-	-	-	1.24	-	-	-	-	-
05/05/2022	-	23.01	-	24.11	78.78	32.35	12.42	39.67	55.49	44.56	17.16	-	-
05/06/2022	15.04	14.99	10.83	23.06	24.09	45.24	56.08	20.76	12.09	30.17	37.95	-	-
05/09/2022	-	0.95	-	3.77	19.56	80.12	28.62	0.19	27.91	24.75	9.92	-	-
05/10/2022	-	66.72	0.46	-	33.86	40.29	23.36	-	-	8.93	-	-	-
05/11/2022	-	0.25	-	-	-	0.52	-	0.40	-	-	-	-	-
05/12/2022	-	12.70	-	22.39	63.13	12.00	-	-	0.27	-	-	-	-
05/13/2022	-	19.50	-	-	36.06	55.54	4.97	0.59	0.29	-	-	-	-

Sum of TONS													
Hours	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19
05/16/2022	-	5.66	4.46	-	51.79	42.26	13.58	15.07	43.12	22.60	14.05	-	-
05/17/2022	-	7.09	-	-	53.25	53.33	34.46	0.41	10.74	56.58	-	-	-
05/19/2022	-	17.34	7.30	7.87	64.98	22.14	-	0.90	10.25	10.30	15.09	-	-
05/20/2022	-	-	-	22.26	33.45	61.24	-	0.67	-	17.18	5.71	-	-
05/23/2022	-	-	1.04	12.82	50.95	47.92	18.75	35.48	32.15	32.72	13.09	-	-
05/24/2022	-	48.30	-	-	33.44	56.35	45.43	31.05	0.92	60.86	35.66	-	-
05/25/2022	-	-	-	-	-	-	-	-	0.55	-	-	-	-
05/26/2022	-	14.18	-	16.59	72.31	23.75	0.30	32.23	53.19	12.33	10.47	-	-
05/27/2022	-	10.06	-	10.49	52.02	42.09	-	19.80	32.44	60.57	-	-	-
05/30/2022	-	1.15	-	-	-	-	-	0.48	-	-	-	-	-
05/31/2022	-	-	-	11.06	87.16	49.20	51.66	3.03	49.18	48.31	11.64	-	-
06/01/2022	-	14.40	10.14	9.09	59.62	58.33	47.75	23.21	22.83	28.28	19.38	-	-
06/02/2022	-	46.62	0.98	29.66	71.98	11.33	-	0.33	5.40	25.00	-	-	-
06/03/2022	-	10.15	-	22.53	59.13	11.03	23.02	22.13	39.03	50.17	8.31	-	-
06/06/2022	-	-	3.98	8.03	30.15	66.27	22.13	33.37	22.07	54.92	29.64	-	-
06/07/2022	-	6.04	-	-	10.36	70.30	60.25	-	18.53	55.74	-	-	-
06/08/2022	-	-	-	-	-	-	-	0.27	-	-	-	-	-
06/09/2022	-	1.92	-	8.61	71.17	11.50	22.77	12.57	18.57	51.84	33.47	-	-
06/10/2022	-	4.31	-	11.76	50.52	32.24	12.99	24.92	43.03	28.25	26.71	-	-
06/13/2022	-	0.78	-	-	56.77	78.86	24.25	6.89	17.96	83.52	5.65	-	-
06/14/2022	-	11.55	-	10.70	70.30	49.19	35.43	-	45.89	31.82	-	-	-
06/15/2022	-	-	-	-	-	-	0.82	0.41	-	-	-	-	-
06/16/2022	-	-	-	16.55	30.48	32.87	19.93	17.44	18.65	34.39	-	-	-
06/17/2022	-	-	-	21.85	29.91	64.15	-	11.60	22.04	29.55	5.85	-	-
06/20/2022	-	-	3.37	-	77.12	19.56	46.15	21.75	28.13	53.27	-	-	-
06/21/2022	-	3.82	-	-	100.53	32.72	-	9.53	45.56	26.12	16.48	-	-
06/22/2022	-	-	-	1.38	-	-	-	-	0.46	-	-	-	-
06/23/2022	-	10.45	-	19.51	41.03	23.46	19.78	24.84	51.05	19.55	2.50	-	-
06/24/2022	-	-	-	19.15	31.55	43.82	13.39	19.31	38.01	65.95	17.78	-	-
06/27/2022	-	-	1.25	8.29	56.52	31.62	33.56	33.90	11.28	59.22	-	-	-
06/28/2022	-	21.91	-	10.40	22.53	61.75	28.37	58.47	10.48	10.51	11.57	-	-
06/29/2022	-	-	-	-	-	-	-	0.65	-	-	-	-	-
06/30/2022	-	15.74	4.39	40.18	44.39	51.47	17.00	9.04	-	9.31	-	-	-
07/01/2022	-	1.19	-	11.88	40.98	43.21	28.67	0.55	-	23.41	1.05	-	-
07/04/2022	-	1.05	-	-	-	-	0.71	-	-	-	-	-	-
07/05/2022	-	8.17	-	2.57	82.19	48.58	-	15.36	49.08	74.66	-	11.76	-
07/06/2022	-	35.32	-	7.69	73.93	66.60	42.41	0.42	33.54	77.82	9.89	-	-
07/07/2022	-	7.87	-	50.15	55.35	12.48	21.59	36.43	30.21	58.11	1.50	-	-
07/08/2022	-	12.23	-	0.41	63.82	32.11	31.54	15.00	50.00	15.74	-	-	-
07/11/2022	-	-	1.05	14.09	78.20	20.82	49.49	33.19	51.24	56.06	8.83	-	-
07/12/2022	-	-	-	-	27.16	67.10	12.24	30.31	35.57	33.37	4.58	-	-
07/13/2022	-	-	-	-	-	-	-	-	0.48	-	-	-	-
07/14/2022	-	15.89	1.72	24.25	53.18	22.32	34.54	27.03	21.60	39.04	8.95	-	-
07/15/2022	-	-	-	13.72	40.82	40.47	42.92	0.46	7.64	-	10.04	-	-
07/18/2022	-	16.74	1.24	3.44	68.86	64.48	21.89	24.09	30.92	35.33	11.00	-	-
07/19/2022	-	16.86	10.70	-	49.04	39.85	51.62	10.27	-	47.98	6.70	-	-
07/20/2022	-	-	-	-	-	-	-	-	0.50	-	-	-	-
07/21/2022	-	8.30	-	17.61	63.19	44.59	16.87	-	53.55	42.18	6.68	-	-
07/22/2022	-	-	-	30.28	62.77	28.24	20.85	0.69	38.21	53.17	-	-	-
07/25/2022	-	-	-	2.82	80.50	30.58	29.91	34.68	19.70	40.95	13.98	-	-
07/26/2022	-	25.33	-	-	58.67	71.72	12.34	-	9.50	26.99	27.95	-	-
07/27/2022	-	-	-	-	-	-	-	1.36	-	-	-	-	-
07/28/2022	-	-	-	25.56	86.24	30.40	-	41.60	48.20	32.20	-	-	-
07/29/2022	-	-	-	29.10	42.14	69.33	8.31	28.38	51.33	30.24	-	-	-
08/01/2022	-	-	0.94	9.29	54.40	53.46	2.84	33.24	10.70	33.33	3.13	-	-
08/02/2022	-	39.11	11.41	13.49	34.51	51.17	27.98	17.78	9.35	11.54	23.85	-	-
08/03/2022	-	-	0.55	-	-	-	-	0.36	-	-	-	-	-
08/04/2022	-	-	7.51	25.61	75.38	32.97	22.99	28.86	64.63	30.19	14.71	-	-
08/05/2022	-	-	4.64	30.47	55.87	38.80	20.80	10.21	25.26	38.81	-	0.03	-
08/08/2022	-	1.21	-	9.94	71.17	29.03	-	22.88	53.45	19.64	-	-	-
08/09/2022	-	-	0.41	-	57.59	47.98	29.74	9.79	17.76	13.43	19.41	-	-
08/10/2022	-	-	0.35	-	-	-	-	-	0.27	-	-	-	-
08/11/2022	-	-	-	17.78	72.36	19.46	12.15	7.01	39.37	59.47	16.13	-	-
08/12/2022	-	-	-	20.66	60.25	36.43	17.09	20.85	16.48	50.58	11.69	-	-
08/15/2022	-	17.62	0.78	9.78	82.18	19.27	10.57	-	0.63	29.57	-	-	-
08/16/2022	-	4.21	-	8.22	45.19	48.25	-	0.02	0.35	20.55	-	-	-
08/17/2022	-	-	0.08	-	-	-	-	0.50	-	-	-	-	-
08/18/2022	-	3.06	-	39.85	29.83	-	12.12	0.57	0.79	23.22	15.06	-	-
08/19/2022	-	0.21	-	7.91	8.11	7.73	-	9.37	9.51	5.63	-	-	-
08/22/2022	-	0.93	-	18.59	31.62	16.19	-	11.79	0.24	-	-	-	-
08/23/2022	-	17.50	-	16.76	28.11	7.76	10.63	7.45	1.32	-	-	-	-
08/25/2022	-	0.89	-	16.20	19.91	12.88	-	0.60	-	0.72	-	-	-
08/26/2022	-	10.15	-	7.62	10.86	-	-	10.74	-	9.18	-	-	-
08/29/2022	-	-	-	16.63	19.26	10.38	29.47	22.70	-	-	-	-	-
08/30/2022	-	-	-	-	48.43	19.00	-	24.07	0.29	-	-	-	-
08/31/2022	-	-	-	-	-	1.16	-	-	-	0.77	-	-	-
09/01/2022	-	-	-	-	28.51	22.03	2.97	0.11	10.63	7.36	-	-	-
09/02/2022	-	-	-	-	22.05	41.74	15.32	9.66	20.95	25.45	-	-	-
09/05/2022	-	-	-	-	2.00	-	-	-	-	-	-	-	-
09/06/2022	-	-	-	-	19.51	38.25	14.93	-	14.58	1.95	-	-	-
09/07/2022	-	-	-	8.67	30.63	46.55	30.97	11.33	0.24	0.57	-	-	-
09/08/2022	-	10.92	-	10.10	51.65	-	-	0.72	9.43	7.97	16.85	-	-
09/09/2022	-	-	-	-	31.91	28.25	20.95	0.58	-	24.23	14.47	-	-
09/12/2022	-	-	-	0.13	24.21	17.41	-	11.15	1.08	23.63	-	-	-
09/13/2022	-	5.40	-	-	22.22	31.34	9.37	8.52	0.45	17.48	13.33	-	-
09/14/2022	-	-	-	0.14	-	-	-	0.31	-	-	-	-	-
09/15/2022	-	-	-	9.82	28.73	23.31	11.95	0.73	8.88	19.26	-	-	-
09/16/2022	-	9.21	-	2.18	19.68	10.03	11.50	13.26	10.19	9.45	11.01	-	-
09/19/2022	-	4.94	1.14	5.35	42.03	7.58	10.65	1.73	9.78	33.01	-	-	-
09/20/2022	-	7.09	-	-	24.03	32.64	28.35	9.33	0.38	33.15	-	-	-
09/22/2022	-	2.06	-	-	42.35	5.97	12.04	0.97	15.32	46.87	-	-	-
09/23/2022	-	2.36	-	-	21.50	30.76	0.10	-	4.93	10.30	11.66	-	-
09/26/2022	-	0.78	-	-	43.82	35.45	18.61	1.24	5.28	39.10	9.06	-	-
09/27/2022	-	1.83	-	-	23.23	10.05	-	-	10.27	14.88	9.89	-	-
09/28/2022	-	-	-	-	-	-	0.34	0.33	-	-	-	-	-
09/29/2022	-	8.38	-	-	-	-	11.03	13.49	0.25	22.25	-	-	-



Sum of TONS													
Hours	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19
09/30/2022	-	-	-	-	26.08	8.87	23.09	-	10.01	16.66	22.06	-	-
10/03/2022	-	-	0.65	17.08	32.99	33.45	15.62	34.72	10.75	8.67	-	-	-
10/04/2022	-	-	-	-	42.64	41.27	30.62	19.19	17.07	24.00	11.28	-	-
10/06/2022	-	5.56	-	8.69	19.08	0.59	-	-	0.58	50.16	8.20	-	-
10/07/2022	-	5.75	-	-	36.27	50.64	0.36	0.46	32.26	9.39	7.44	-	-
10/10/2022	-	-	0.87	-	61.80	10.14	26.84	12.34	31.34	17.86	6.67	-	-
10/11/2022	-	-	-	8.08	46.36	43.11	8.52	11.32	17.84	13.14	25.58	-	-
10/12/2022	-	-	-	-	-	-	-	0.51	-	-	-	-	-
10/13/2022	-	8.05	1.07	-	9.69	49.01	-	-	29.08	-	-	-	-
10/14/2022	-	-	8.03	-	38.38	25.56	-	-	17.13	50.13	-	-	-
10/17/2022	-	2.89	-	7.94	41.16	27.79	40.81	38.01	13.05	49.79	-	-	-
10/18/2022	-	-	-	-	38.85	49.93	16.64	12.46	-	10.55	-	-	-
10/20/2022	-	5.29	-	17.54	57.09	10.55	0.31	9.41	63.67	28.16	-	-	-
10/21/2022	-	-	-	13.59	25.80	54.68	-	-	36.67	23.68	20.05	-	-
10/24/2022	-	6.71	-	9.88	57.13	52.34	0.17	6.72	18.44	22.17	-	-	-
10/25/2022	-	-	-	-	55.45	53.09	28.95	9.14	34.88	25.56	8.12	-	-
10/26/2022	-	-	-	-	-	0.39	-	-	-	-	-	-	-
10/27/2022	-	8.50	11.65	8.12	49.87	30.00	7.49	39.00	38.29	40.20	-	-	-
10/28/2022	-	-	-	9.03	35.94	19.26	42.84	5.96	-	73.71	9.57	-	-
10/31/2022	-	1.21	-	9.66	74.18	49.75	10.48	4.85	62.35	13.30	-	-	-
11/01/2022	-	5.69	-	-	71.95	19.91	11.90	-	10.23	35.09	43.45	-	-
11/02/2022	-	-	-	-	-	-	-	0.30	-	-	-	-	-
11/03/2022	-	-	-	-	68.39	24.61	8.94	9.23	33.14	41.76	9.96	-	-
11/04/2022	-	-	-	15.62	11.03	71.40	41.77	-	6.91	65.68	9.64	-	-
11/07/2022	-	1.78	-	29.29	64.88	27.18	18.80	40.62	38.83	4.04	-	-	-
11/08/2022	-	-	4.92	39.88	48.43	9.33	11.26	24.60	49.83	27.04	-	-	-
11/09/2022	-	9.50	0.97	48.45	30.59	11.69	16.71	42.97	16.18	4.92	16.59	-	-
11/10/2022	-	-	4.59	33.53	87.83	26.03	-	28.62	34.64	12.62	5.12	-	-
11/11/2022	-	-	-	17.87	46.98	29.23	41.48	9.96	47.32	56.70	11.73	-	-
11/14/2022	-	12.42	6.26	36.85	47.21	32.57	18.18	39.16	35.16	68.26	13.67	-	-
11/15/2022	-	15.07	6.87	6.37	44.82	16.25	-	10.24	19.28	55.34	-	-	-
11/16/2022	-	13.51	9.64	39.97	45.63	-	7.27	21.06	32.55	25.66	7.04	-	-
11/17/2022	-	5.95	-	36.57	53.64	15.24	-	45.74	18.34	12.92	-	-	-
11/18/2022	-	-	5.66	-	-	8.16	36.20	5.03	8.17	12.71	-	-	-
11/21/2022	-	9.57	-	54.56	44.40	15.25	9.86	29.02	42.29	19.95	-	-	-
11/22/2022	-	10.61	5.01	28.93	17.98	24.86	11.10	19.69	21.14	42.66	-	-	-
11/23/2022	-	-	-	61.16	28.51	-	-	49.79	14.81	22.56	19.54	-	-
11/25/2022	-	-	5.71	51.74	48.85	9.38	61.54	49.47	22.43	5.72	-	-	-
11/26/2022	-	-	-	32.54	75.39	51.19	20.25	48.65	75.79	22.14	-	-	-
11/28/2022	-	-	11.76	75.25	34.06	21.42	-	34.61	24.31	26.30	3.21	-	-
11/29/2022	-	-	13.46	38.84	24.18	11.77	9.68	1.83	42.13	55.72	11.47	-	-
11/30/2022	-	-	-	86.33	10.87	-	13.23	40.17	54.41	26.85	0.83	-	-
12/01/2022	-	2.95	-	13.61	27.45	47.37	8.65	23.94	53.32	31.39	22.34	-	-
12/02/2022	-	-	12.42	5.82	50.43	39.74	31.99	11.36	78.69	48.55	14.83	-	-
12/05/2022	-	2.47	-	23.78	9.94	21.21	0.18	54.90	58.52	25.70	3.74	-	-
12/06/2022	-	-	6.03	13.63	56.82	30.61	10.64	23.34	60.63	21.30	-	-	-
12/07/2022	-	0.99	4.59	55.02	51.96	22.66	10.14	43.59	50.80	1.27	2.06	-	-
12/08/2022	-	-	4.48	25.61	41.46	46.58	19.97	80.43	17.39	4.83	-	-	-
12/09/2022	-	-	-	23.78	42.64	59.42	38.91	11.82	25.92	80.14	12.42	-	-
12/12/2022	-	1.52	7.15	38.60	63.42	33.93	-	16.64	55.82	52.75	9.37	-	-
12/13/2022	-	-	-	24.97	76.78	20.79	25.35	13.97	57.03	27.20	5.98	-	-
12/14/2022	-	-	-	59.58	53.18	8.47	16.18	28.39	33.56	31.03	-	-	-
12/15/2022	-	-	0.11	23.72	59.28	30.73	41.08	29.46	33.30	21.04	1.76	-	-
12/16/2022	-	-	-	35.54	15.27	55.75	10.02	-	74.73	31.11	24.97	-	-
12/19/2022	-	1.35	-	44.41	79.49	9.84	21.32	64.96	25.60	29.54	0.37	-	-
12/20/2022	-	-	-	12.07	51.93	63.17	18.46	29.43	60.47	15.32	1.99	-	-
12/21/2022	-	-	-	80.25	37.00	-	4.28	53.18	42.15	26.35	-	-	-
12/22/2022	-	-	0.38	41.44	48.68	21.24	14.54	84.19	27.51	8.94	-	-	-
12/23/2022	-	-	5.23	13.60	47.65	47.85	27.01	11.21	47.35	42.95	26.94	-	-
12/26/2022	-	7.62	-	46.45	50.24	19.43	11.14	29.49	22.76	35.53	-	-	-
12/27/2022	-	-	-	39.86	44.50	61.79	-	24.55	69.25	34.89	-	-	-
12/28/2022	-	-	-	46.16	68.57	-	-	15.49	37.78	18.38	8.41	-	-
12/29/2022	-	-	-	39.73	62.01	25.80	23.95	47.24	54.32	39.57	-	-	-
12/30/2022	-	-	-	23.97	60.57	69.19	19.03	32.77	64.55	32.40	42.78	-	-
<b>2022 Total</b>	<b>72.41</b>	<b>1,899.59</b>	<b>549.65</b>	<b>3,930.74</b>	<b>11,214.56</b>	<b>9,113.84</b>	<b>4,825.52</b>	<b>4,216.24</b>	<b>6,231.32</b>	<b>7,810.02</b>	<b>3,644.31</b>	<b>68.18</b>	<b>-</b>

2023													
01/02/2023	-	-	-	41.31	76.98	23.35	22.26	21.44	31.58	36.30	34.65	-	-
01/03/2023	-	9.91	-	50.28	60.34	22.14	10.47	16.18	26.93	29.53	45.60	-	-
01/04/2023	-	-	12.67	58.67	30.58	-	12.94	13.46	29.57	22.78	10.64	-	-
01/05/2023	-	-	15.49	22.41	61.41	58.43	17.80	62.66	27.88	24.60	-	-	-
01/06/2023	-	7.01	-	59.38	23.48	64.93	31.36	32.87	24.61	40.15	28.34	-	-
01/09/2023	-	-	-	-	91.19	42.79	-	19.73	68.63	44.15	39.76	-	-
01/10/2023	-	-	-	33.89	97.90	22.26	20.11	25.76	52.85	50.71	1.51	-	-
01/11/2023	-	0.27	-	35.51	91.00	-	-	52.05	36.13	32.71	7.48	-	-
01/12/2023	-	-	4.21	36.49	71.02	35.82	-	46.40	29.38	39.57	-	-	-
01/13/2023	-	-	-	20.47	44.18	41.29	0.20	0.48	-	-	-	-	-
01/16/2023	-	-	0.83	-	-	-	-	0.39	-	-	-	-	-
01/17/2023	-	-	-	30.56	68.43	-	12.33	9.67	65.31	24.90	-	-	-
01/18/2023	-	-	-	61.14	60.38	-	-	19.90	28.96	10.25	10.84	-	-
01/19/2023	-	-	-	60.61	19.48	-	9.99	32.00	45.45	21.17	16.58	-	-
01/20/2023	-	-	-	42.64	52.03	26.15	-	58.78	23.04	31.01	8.22	-	-
01/21/2023	-	7.34	-	36.35	43.08	58.13	48.08	29.41	39.34	59.44	20.96	-	-
01/23/2023	-	-	0.65	37.38	62.86	9.65	-	49.53	20.81	31.85	13.46	-	-
01/24/2023	-	-	-	-	-	10.63	65.11	90.26	62.68	11.01	-	-	-
01/25/2023	-	-	-	58.61	31.26	9.97	15.94	53.61	35.82	-	5.79	-	-
01/26/2023	-	-	5.86	34.07	38.71	39.99	19.69	25.10	24.44	30.37	-	-	-
01/27/2023	-	-	-	33.61	43.47	24.15	17.11	42.15	60.05	7.89	14.00	-	-
01/30/2023	-	-	-	9.43	136.39	-	8.96	65.36	46.40	20.00	14.81	-	-
01/31/2023	-	-	5.74	18.36	77.91	16.87	10.96	43.84	53.89	19.89	-	-	-
02/01/2023	-	-	7.97	64.89	34.49	28.89	17.49	68.86	20.06	35.96	-	-	-
02/02/2023	-	0.15	11.10	34.64	45.06	14.76	13.31	37.28	37.79	30.38	-	-	-
02/03/2023	-	5.84	-	27.79	29.61	67.99	11.14	32.71	45.03	50.60	17.95	-	-
02/06/2023	-	1.29	-	46.33	51.85	41.25	13.01	10.89	32.69	11.48	8.43	-	-
02/07/2023	-	-	-	45.51	52.20	51.49	29.83	54.88	4.69	46.13	28.66	-	-
02/08/2023	-	9.94	-	93.72	9.73	12.71	-	67.09	52.44	3.17	26.11	-	-

Sum of TONS													
Hours	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19
02/09/2023	-	6.05	12.65	61.52	19.51	32.82	22.53	42.92	10.81	6.12	-	-	-
02/10/2023	-	-	-	13.91	50.65	65.11	11.57	31.27	50.44	43.07	15.17	-	-
02/13/2023	-	8.61	-	35.74	35.05	63.02	20.67	49.44	59.42	21.84	8.40	-	-
<b>2023 Total</b>	-	<b>56.41</b>	<b>77.17</b>	<b>1,205.22</b>	<b>1,610.23</b>	<b>884.59</b>	<b>462.86</b>	<b>1,206.37</b>	<b>1,147.12</b>	<b>837.03</b>	<b>377.36</b>	-	-
<b>Grand Total</b>	<b>78.68</b>	<b>3,292.59</b>	<b>3,568.76</b>	<b>11,393.36</b>	<b>32,467.73</b>	<b>27,824.19</b>	<b>15,218.69</b>	<b>12,816.14</b>	<b>16,077.32</b>	<b>22,600.70</b>	<b>13,578.95</b>	<b>1,962.32</b>	<b>15.38</b>