

DOCKET TG-072226

EXHIBIT D
TO
DECLARATION OF JONATHAN C. THOMPSON

REDACTED VERSION

UTC STAFF DATA REQUEST NO. 1 – HUNGRY BUZZARD RECOVERY

Please see attached data request of October 12, 2007. Current data request is provided herein.



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250

October 12, 2007

(360) 664-1160 • TTY (360) 586-8203

Marc Christiansen
Hungry Buzzard
P.O. Box 13528
Mill Creek, WA 98082

Dear Mr. Christiansen:

Thank you for meeting with commission staff on October 1 to discuss how we can collaborate on bringing the matter of your company hauling materials to the Weyerhaeuser Materials Recovery Facility before the commissioners for a decision. Such a proceeding would answer, in a commission legal document, whether the materials your company hauls to Weyerhaeuser is solid waste and, therefore, regulated by the commission.

At our recent meeting, we talked about whether we could stipulate to the basic facts in the proposed proceeding. We agreed this would be possible if your company would provide staff information about its operations. As a way to develop those stipulated facts, we have enclosed a data request that would provide staff the specific information we believe we need to have to develop the necessary stipulated facts for a classification proceeding. At the October 1 meeting, we also discussed having staff visit your facility. We believe such a visit would be helpful but think it would be more efficient for you and staff if we had the information requested in the enclosed data request before scheduling that visit.

Please provide answers to our questions and the information requested no later than October 31, 2007.

If you have any questions about our data request for need further information, you may contact David Pratt, Assistant Director for Transportation Safety, at (360) 664-1100 or by e-mail at dpratt@utc.wa.gov.

Sincerely,

Carole J. Washburn
Executive Secretary

Enclosure

cc: Donald L. Anderson
Eisenhower & Carlson, PLLC
1200 Wells Fargo Plaza
1201 Pacific Avenue
Tacoma, WA 98402

UTC Data Request
October 12, 2007

A. Company Operations-General

- 1) How does the company advertise its services?
 - a) Supply a copy of each advertisement, including website address and copy of web pages, yellow page ads, newspaper advertisements and sources, brochures or flyers and any other advertisements.
- 2) In general, what is the customer base (types of businesses) that generates the materials?
 - a) Provide a list of customers for January through September 2007.
- 3) What equipment does the company use, whether owned, leased or otherwise controlled by the company, and how many of each type does it employ?
 - a) Provide the number of trucks or other motor vehicle equipment used, by type and whether the equipment is owned, leased or rented.
 - b) Provide the number of containers such as dumpsters, roll-off boxes or other type of containers used by type and whether the equipment is owned, leased or rented.
- 4) What if any signage, (graphics or lettering) does the company put on its equipment?
 - a) What signage (logo, company name, etc) is on the sides of trucks or other motor vehicle equipment?
 - i) How many vehicles used by the company are not identified?
 - b) What signage is on the sides or ends of containers, including any identification of the intended contents of the containers?
 - i) How many containers used by the company are not identified?

B. Company Operations - Materials Recovery Facility (MRF)

Note: With the following set of questions we want to get a detailed understanding of whether and how the company operates its own materials recovery facility. Where we ask for data on collection and disposal, please provide that information by weight.

- 1) Is the company a licensed/permitted MRF?
 - a) Provide a copy of the license or permit issued by the county or Department of Ecology.
- 2) Does the company provide periodic reports to the county, Department of Ecology or any other government agency on its MRF operations?
 - a) Provide a copy of the last two consecutive reports made to each agency.
- 3) Does the company have any correspondence, including written or electronic mail, dated at any time in 2007 from the county, Department of Ecology or any other government agency regarding its MRF operations?
 - a) Provide a copy of all such correspondence.
- 4) What is the volume of materials collected from customers and taken to the company's MRF?
 - a) Provide detailed data for the amount of material taken to the company's MRF for January through September 2007, by month.
- 5) Describe in detail how the company operates its MRF.
 - a) How many full or part-time employees are involved in sorting operations?
 - b) Does the company use any automated equipment and in what capacity?

- c) What other type of equipment does the company use and how many of each type?
- d) Does the company use containers for sorting purposes? If so, how many and what size?
- 6) What MRF-sorted materials does the company haul from its MRF to an end-use facility involved in remanufacturing or otherwise reusing the sorted materials?
 - a) Provide detailed data about the amount of material taken to each end-use facility January through September 2007, by month.

C. Company Operations - Collection and Disposal

Note: With the following set of questions we want to get a detailed understanding of what and how much material the company collects and where this material is taken. These questions apply only to materials collected from a customer and taken to a facility other than the company's own MRF. Where we ask for data on collection and disposal, please provide that information by weight.

- 1) What materials does the company collect from other parties and in what amount?
 - a) Provide detailed collection data for January through September 2007, by month, by category of materials.
 - b) Where does the company take materials from point of collection?
- 2) Does the company generate any of these materials (for example, does the company conduct its own demolition work)?
 - a) If yes, what was the volume of materials the company generated by month for January through September 2007?
- 3) What material does the company haul to the Weyerhaeuser MRF (construction, demolition or land clearing debris (CDL) or other materials)?
 - a) If you did not haul this material to Weyerhaeuser what would you do with it?
- 4) How much material does the company haul to Weyerhaeuser?
 - a) Provide detailed data for January through September 2007, by month.
- 5) How much recyclable material does the company haul to a facility that takes the material and transforms it into a new product?
 - a) Provide detailed data for January through September 2007, by month, by facility.
- 6) How much material does the company haul to a disposal site such as a landfill or transfer station?
 - a) Provide detailed disposal data for January through September 2007, by month, by site.
- 7) How much material does the company haul to any other site where it relieves itself of the collected materials and what are those sites?
 - a) Provide detailed data for January through September 2007, by month, by site.

D. Company Operations-Customer

- 1) What steps does the company take to ensure each customer has an on-site trash collection container in which it collects solid waste for hauling by the regulated solid waste company?
- 2) What steps does the company take to monitor material deposited in each of its recycling containers to ensure it contains only recyclable materials?
- 3) Does the company enter into contracts with its customers to collect materials?
 - a) Provide a sample of each form of contract. If more than one type, provide a sample of each.
- 4) Does the company offer customers some sort of written documents?
 - a) Provide a sample of each set of written documents.
- 5) Are there circumstances under which the company refuses to collect a customer's load?
 - a) Please explain why the company would refuse a load and describe who would then deal with the load and how it would be handled.
 - b) Provide the number of times the company has refused collection for January through September 2007, by month.

October 31, 2007

Delivered by E-Mail: dpratt@utc.wa.gov

TO: David Pratt
WUTC – Director for Transportation Safety

FR: Marc Christiansen
Managing Member – Hungry Buzzard Recovery

RE: October 12, 2007 Request

David,

Thank you for being a part of process providing a platform to express our concerns. Hungry Buzzard Recovery is committed to advancing the collection of C&D materials in the market. We have raised the bar when it comes to service and taking care of the customer. We have built ourselves on value not price. Our company will approach its three year anniversary this coming March. We have learned a lot and adjusted along the way. We entered the industry with optimism about making a difference as it related to servicing the customer and filling a market need. We must admit that the barriers' to entry in a market that has such a ground swell behind it is deflating at times. However we believe these conversations will be helpful. We look forward to your site visit.

Please find attached below our responses to help move things forward. Some items will be forwarded by mail.

If you have further questions for me please contact me at 206-718-1741.

Best regards,

Marc Christiansen
Managing Member

WUTC Request – 10/12/07

A. COMPANY OPERATIONS-GENERAL

1. Basically we use our container sides to drive customers to our web site at www.hungrybuzzard.com

A. We have a handout for cold calls. We also run an ad in the “Blue Book” a copy of these will be forthcoming in our package via mail.

2. Overall the split is amongst General Contractors, New Home Builders, Roofers, Remodelers and Home Owners.

A. The list is proprietary.

3. At the HB sorting facility we currently stock 2 excavators, 1 mini excavator, 1 loader, 1 water truck and 1 sweeper.

A. HB has 7 roll-off trucks that it has leased for purchase for container delivery and pickup.

B. HB has 220 roll-off containers. All are contracted for purchase.

4.

A. HB has its logo, name, phone number, web site, on both doors of each truck.

B. HB containers have: (2X) Hungry Buzzard.com decals, (2X) Buzzard logos, (2X) “No Garbage” decals, (2X) “Recycle” decals

B. COMPANY OPERATIONS-MATERIAL RECOVERY FACILITY

1.

A. The facility is under application with Planning Development Services and Snohomish Health District of Snohomish County.

2. We are in continual conversation with Snohomish County. HB did provide its annual report to Department of Ecology.

3. Yes, HB has numerous dialogues continuing with the county and has had communication with Department of Ecology.

A. Do not understand the relevance to the question at hand.

4. Proprietary

5. The HB Sorting Facility is a privately operated site for the use of HB vehicles only. No outside third party customers are allowed. Materials are picked up from the customer and brought to the facility for sorting. Currently we have no automated system but have plans for a future installation. Depending on load levels the facility will staff up with temporary help to meet the demand. This personnel level may ebb and flow from 1 to 6 people. The site also employs 4 full time HB personnel. We employ a yard manager and three others who share the responsibilities of working the material with the trac hoes, loader, water truck and sweeper. Currently the individual streams being sorted for export are wood, concrete, metals, cardboard, plastics, aggregate, composition roofing and sheetrock.

6. All sorted material moves on for re-use.

C. COMPANY OPERATIONS – COLLECTION AND DISPOSAL

1. Co-mingled C&D, Source separated material for consolidation

A. Proprietary

B. To Hungry Buzzard Material Sorting Facility

2. No demolition conducted by HB.

A. DNA

3. Post sorted C&D

A. Proprietary

4. Proprietary

A. Proprietary

5. Proprietary

A. Proprietary

6. None, only incidental garbage hauled to Snohomish County Transfer Station

D. COMPANY OPERATIONS – CUSTOMER

1. We expect by default that a customer will make other arrangements for non-recyclables. We advise, but do not condition our service based providing them us an answer. During the course of our front end conversation and contract the customer understands only acceptable recyclable materials that may be placed in an HB box. Over the course of many conversations HB has referred its customers to local regulated G-permit haulers.

2. The process starts at the front end with sales and dispatch. It is followed up by a contract for “transport”. Through this process it is reiterated what materials are acceptable and which are not. The driver will inspect the load for its recyclability. This visual inspection is limited to the top layer of the load. Unacceptable loads are called in to dispatch. The customer is contacted and asked to remove the unacceptable material. The next step is the tipping of the material at the HB sorting facility. If a surprise is found then it is documented on the weigh ticket and processed with a steep charge to the associated invoice.

3. Yes, HB has contracts with its customers. They are found on our website for easy processing. A copy has been forwarded by mail for your review.

4. An invoice is generated for payment.

5. Yes. In light of protecting ourselves and reducing bad situations with our customers HB takes great lengths to prevent contamination in the loads. It is simply much easier to pre-qualify a customer in advance and walk through the process with them. We find that the customer these days is pre-dispositioned to think “recycling”. They have a base understanding of what can be recycled and what cannot. It is not a rampant problem here in the Puget Sound area. People generally have a “green” attitude about doing it right. If a situation occurs we ask them to remove the material. When asked they do it. If not, we leave the load until it is cleaned up. This tactic cuts through and initiates action.

UTC STAFF DATA REQUEST NO 4 – HUNGRY BUZZARD RECOVERY

Hungry Buzzard did not accept materials from others at its sorting facility.

UTC STAFF DATA REQUEST NO. 11 – HUNGRY BUZZARD RECOVERY

Please see attached. An amended report will be filed shortly with the Department of Ecology with respect to the King County materials.

CONFIDENTIAL

DOCKET TG-072226

EXHIBIT D
TO
DECLARATION OF JONATHAN C. THOMPSON

(Pages 12-15 are confidential)

UTC DATA REQUEST NO. 18: - HUNGRY BUZZARD RECOVERY

Hungry Buzzard has a "Transportation Agreement" which is used with every client we service.

Please see attached.

TRANSPORT AGREEMENT

This agreement remains in effect for all jobs serviced by Hungry Buzzard Recovery to the customer listed below.



Commercial Contractor Homeowner

ACCOUNT INFORMATION

Customer: _____ Phone: _____

Billing Address: _____ Cell: _____

City: _____ State: _____ Zip: _____ Fax: _____

SERVICE NEEDED/SITE SPECIFICS

Site Address: _____ PO/Job: _____

City: _____ State: _____ Zip: _____

Container(s) Size(s): _____ Drop Date: _____ Days Requested: _____

Drop Notes: _____

Mixed Load (co-mingled): Wood Only Concrete/Asphalt

Dirt/Sod Yard/Brush Composite Roof Shake Roof

TERMS AND CONDITIONS: Hungry Buzzard Recovery, LLC agrees to set a container at your (customer) site, pick up the container from the customers site and recycle the materials at a recycling facility. For this service it is agreed that the customer will pay per agreed terms. It is also agreed that the customer accepts full responsibility for any and all damage that is incurred to the container while it is in the possession of the customer. Customer also agrees to pay in full for any such damages. Customer agrees to hold Hungry Buzzard Recovery, LLC harmless for any damage or injuries that may occur to property, buildings, or persons as a result of a container being set at a customer's site. Customer also agrees that should either party bring an action to enforce any of the provisions of this agreement, or to recover damages for the breach hereof, the prevailing party will be entitled to recover all reasonable attorneys fees and costs expended in connection with the action. Customer also agrees that Hungry Buzzard is providing for the improvement of real property and may lien the property pursuant to RCW 60.04.et.seq. In the event of default, Hungry Buzzard will add (35%) thirty five percent of any claim for collection costs pursuant to RCW 19.16.250 (18).

CONTAMINATED LOADS: Hungry Buzzard Recovery, LLC accepts only recyclable material including construction, demolition, land clearing and yard debris. Hungry Buzzard will not transport household garbage, tires, treated wood, paints, oils, solvents, railroad ties, PCB's, asbestos materials, monitors, TV's or other items not deemed "recyclable" by our partner facilities. If these items are discovered, we will ask you to remove them and/or your invoice will reflect a sur-charge indicating the amount found.

DEMOLITION: All projects that include the demolition of a structure where a "bearing wall" is removed require a demolition permit from the local jurisdiction. Hungry Buzzard cannot haul asbestos laden material and therefore require an "abatement" certificate accompanied by the "clean air" permit from the Puget Sound Clean Air Agency.

AGREED - As an authorized signer for the customer listed above I offer my signature below:

Signature: _____ Date: _____

Printed Name: _____

(Please fax signed agreement to 425-489-9245)



BUSINESS CREDIT APPLICATION

Company Name _____
Billing Address _____
Phone _____ Fax: _____
E-mail Address _____
Web Address _____
____ Corporation ____ Partnership ____ Proprietorship ____ LLC ____ Other
Type of Business _____
Year established _____ Yearly Gross Sales \$ _____
Yearly Net Profits \$ _____ Net Value \$ _____

NAMES AND ADDRESSES OF OWNERS, PARTNERS, MEMBERS OR OFFICERS:

Name _____
SS # _____ Title _____
Address _____

Name _____
SS # _____ Title _____
Address _____

Name _____
SS # _____ Title _____
Address _____

CREDIT REFERENCES:

Creditor Name _____
Account # _____ Phone _____
Address _____

Creditor Name _____
Account # _____ Phone _____
Address _____

Creditor Name _____
Account # _____ Phone _____
Address _____

TRADE CREDIT REFERENCES:

Vendor Name _____
Account # _____ Phone _____
Address _____

Vendor Name _____
Account # _____ Phone _____
Address _____

Vendor Name _____
Account # _____ Phone _____
Address _____

BANK REFERENCES:

Bank Name _____
Account _____ Phone _____
Address _____

Bank Name _____
Account _____ Phone _____
Address _____

Bank Name _____
Account _____ Phone _____
Address _____

CREDIT TERMS

- Payment on all invoices is due within 15 days of invoice date.
- All overdue invoices bear interest at 1.5% (ONE AND ONE-HALF PERCENT) per month on unpaid balances.
- Credit applicant agrees to pay all costs of collection, including court costs and attorneys fees.
- Credit terms and limit may be cancelled or changed by Hungry Buzzard Recovery, LLC at any time without notice.
- All transactions are governed by the laws of the State of Washington.

The Credit applicant accepts the above terms and states that all information contained in this credit application is true and correct. Credit applicant authorizes Creditor to contact all references, inquire as to credit information, and receive any confidential information relevant to approving credit.

Dated: _____, 2005

Signature of Credit Applicant

Printed Name of Credit Applicant

GUARANTY

In consideration of the future extension of credit in connection with transport and recycling of construction materials by Hungry Buzzard Recovery, LLC subsequently referred to as "Creditor" to _____, subsequently referred to as "Purchaser," the undersigned hereby:

1. Guaranty jointly, severally and unconditionally, the payment of all amounts which are now or which may become due to Creditor, its successors and assigns, from Purchaser for goods or services sold: these amounts may be subsequently referred to as the "Purchaser's Indebtedness."
2. Waive demand, protest, presentment, and notices of all kinds, including without limitation notice of: acceptance of this guaranty; extension of credit to the purchaser; extension of time payment or renewal of any part or all of the Purchaser's indebtedness; presentment, protest, and non-payment of any bills, checks, trade, acceptances, notes, or other instruments evidencing Purchaser's indebtedness; and demand made by Creditor upon Purchaser; any default, insolvency or bankruptcy of Purchaser.
3. Consent to the extension of time payment or renewal of any part or all of Purchaser's indebtedness and to the receipt by Creditor of any collateral, security, or guaranties of any kind from others for the payment of any part or all of the Purchaser's indebtedness.
4. Subordinate to the Creditor's claims against the Purchaser all amounts at any time owing by Purchaser to the undersigned; this subordination shall not be deemed to prevent Purchaser from paying any amounts owing to the undersigned so long as purchaser is solvent and able to pay its debts as they mature, but shall be effective only in the event of insolvency, bankruptcy, or receivership of Purchaser or any assignment by Purchaser for the benefit of Creditors, in any of which events Creditor, to the extent necessary to satisfy Purchaser's indebtedness, shall be entitled to the share of any dividend payments otherwise payable to the undersigned.
5. Agree that it shall not be a condition precedent to any of the liabilities of the undersigned hereunder or to the enforcement of any rights by Creditor that no remedy be pursued or any other action be taken against Purchaser, its property, or any other collateral, security, or guaranty.
6. Agree that, should legal action be taken to enforce this Agreement, the undersigned will pay reasonable attorneys fees incurred in connection with the collection of all monies due plus all court costs and fees, and agree that the venue of any suit brought to collect under this Agreement may be had in Snohomish County, Washington.
7. Agree that this Guaranty shall continue until terminated by written notice sent by registered or certified mail to Creditor at P.O. Box 13528, Mill Creek, WA 98082-1528, effective thirty (30) days after receipt thereof; no termination, however, shall affect the liability of the undersigned for the payment of any indebtedness incurred by Purchaser prior to the date of termination.

Agree that the sale of goods by Creditor to Purchaser on credit terms shall constitute an acceptance of the provisions hereof.

Dated: _____ Signed: _____

For: _____

This Guaranty must be signed in order for an account to be opened