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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In Re Application of
KLEEN ENVIRONMENTAL
TECHNOLOGIES, INC.

Docket No.:
TG-040248
PREHEARING FILING OF KLEEN
ENVIRONMENTAL TECHNOLOGIES,
INC.

A. Exhibit List:

Kleen intends to offer the following exhibits, copies of which have all been previously filed with the Commission and served on the parties of record:

1. Prefiled Testimony of Robert L. Olson (RLO-1T), and exhibits attached thereto being RLO-2 through RLO-13.
2. Prefiled Testimony of Allen McCloskey (AM-1T), and exhibits attached thereto being AM-2 through AM-7.
3. Prefiled Testimony of Darin Perrollaz (DCP-1T), and exhibit attached thereto being DCP-2.
4. Prefiled Testimony of Kenneth Lee (KRL-1T), and exhibits attached thereto being KRL-2 through KRL-6.
5. Prefiled Testimony of Kenneth Lee (KRL-1T), and exhibits attached thereto being KRL-2 through KRL-6.
6. Prefiled Testimony of Richard Vanderwal (RV-1T), and exhibits attached thereto being RV-2 through RV-3.

1 B. Cross Examination Exhibits:

2 In addition to exhibits already submitted by Kleen and the other parties of record, Kleen
3 intends to use the following attached exhibits in cross examination of witnesses:

4 1. First Data Requests of Kleen Environmental Technologies, Inc. To Stericycle of
5 Washington, Inc. And Stericycle's Responses Thereto.

6 2. Transportation Services Agreement.

7 3. Service Agreement for Washington State Customers Only (3 versions).

8 4. Stericycle, Inc. Biomedical Waste Service Contract - Washington State.

9 5. Stericycle of Washington Biomedical Waste Services Agreement.

10 6. Form letter from Stericycle to Dental Customer.

11 7. Protestant Stericycle of Washington, Inc's First Data Requests To Applicant
Harold LeMay Enterprises, Inc.

12 8. Responses of Harold LeMay Enterprises, Inc. to 1st Data Requests of Stericycle
13 of Washington, Inc.

14 9. Response to Data Requests No. 34 and 35.

15 10. Protestant Stericycle of Washington, Inc's Second Data Requests To Applicant
Harold LeMay Enterprises, Inc.

16 11. Responses of Harold LeMay Enterprises, Inc. to 2nd Data Requests of Stericycle
17 of Washington, Inc.

18 C. Order of Witnesses:

19 Kleen intends to call its witnesses in the following order:

20 1. Robert Olson

21 2. Allen McCloskey

22 3. Darin Perrollaz

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- 4. Kenneth Lee
- 5. Richard Vanderwal

D. Estimates of Cross Examination Times:

Kleen estimates it will need six hours to cross examine the protestants' witnesses.

DATED September 22, 2004.

CURRAN MENDOZA P.S.

By 
Greg W. Haffner, WSBA #19414
Attorneys for Kleen Environmental
Technologies, Inc.

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In Re Application No. GA-079251 of

HAROLD LeMAY ENTERPRISES, INC.,
ET AL.,

For an Extension of Certificate No. G-98 for a
Certificate of Public Convenience and Necessity

CONSOLIDATED DOCKET NOS.

DOCKET NO. TG-040221

In Re Application No. GA-079254 of

KLEEN ENVIRONMENTAL
TECHNOLOGIES, INC.

For a Certificate of Public Convenience and
Necessity

DOCKET NO. TG-040248

**FIRST DATA REQUESTS OF KLEEN
ENVIRONMENTAL TECHNOLOGIES,
INC. TO STERICYCLE OF
WASHINGTON, INC. AND
STERICYCLE'S RESPONSES THERETO**

In Re Application No. GA-079266 of

RUBATINO REFUSE REMOVAL, INC.

For an Extension of Certificate No. G-58 for a
Certificate of Public Convenience and Necessity
to Operate Motor Vehicles in Furnishing Solid
Waste Collection Service

DOCKET NO. TG-040553

Stericycle of Washington, Inc. ("Stericycle") responds to the First Data Requests of

Kleen Environmental Technologies, Inc. ("Kleen"), as follows:

FIRST DATA REQUESTS OF APPLICANT
KLEEN ENVIRONMENTAL TECHNOLOGIES,
INC. TO PROTESTANT STERICYCLE OF
WASHINGTON, INC. AND STERICYCLE'S RESPONSES THERETO- 1
SEA_DOCS:717123.1

SEARCHED INDEXED
SERIALIZED FILED
MAY 11 1998
FBI - SEATTLE

DATA REQUEST NO. 1:

Please describe in detail any and all services provided by Stericycle in the last three years related to the collection, transportation, reclamation, recycling or disposal of mercury, amalgam wastes, lead foils, x-ray fixer, alcohol-based sterilizing solutions or other materials or wastes generated by dentists, dental practitioners or others, including (a) the types of material transported; (b) the location of each facility to which such material was delivered for reclamation, recycling or disposal; (c) the name and address of the operator of each such facility; (d) whether the material was recycled or reclaimed at such facility; (e) whether such transportation services were provided by Stericycle using its own drivers and vehicles (i.e., vehicles owned, leased or rented by Stericycle) or using vehicles and drivers provided by another person; and (f) the name and address of any other person that provided such transportation services on behalf of Stericycle. Please also identify and provide copies of any licenses, registrations, identification numbers, permits, approvals or authorizations issued to Stericycle by any governmental agency related to such services.

RESPONSE: Stericycle has for several years offered Stericycle, Inc.'s "mailback" program for mercury and dental amalgam waste generated by dental practitioners. Stericycle, Inc.'s mailback program utilizes the services of Federal Express Corporation for transportation and is conducted in compliance with U.S. Department of Transportation ("USDOT") regulations.

DATA REQUEST NO. 2:

Please describe in detail any services provided by Stericycle in the last three years, directly or through another person, related to the collection, transportation or disposal of biomedical waste and provide copies of all contracts or agreements with customers and treatment or disposal facilities related thereto.

RESPONSE: Stericycle has provided comprehensive statewide biomedical waste collection and disposal services to generators in Washington for approximately ten (10) years. In addition, Stericycle has for several years offered Stericycle, Inc.'s "mailback" program through the U.S. Postal Service to generators of small quantities of biomedical waste. See responses to Data Requests No. 5 and 20.

DATA REQUEST NO. 3:

Please provide the name, address and job title of each of Stericycle's officers and employees engaged in activities on behalf of Stericycle related to the transportation of biomedical waste in the last 12 months, describe the job responsibilities of each and identify the percentage of such employee's time devoted to such activities.

RESPONSE:

Mark Miller, President, 28161 N. Keith Drive, Lake Forest IL 60045, <10%
Richard Kogler, Vice President, 28161 N. Keith Drive, Lake Forest IL 60045, <10%
Frank ten Brink, Secretary/Treasurer, 28161 N. Keith Drive, Lake Forest IL 60045, <10%
Dan Ginetti, Accounting and Finance Manager, 9188 Glenoaks Blvd., Suite 300, Sun Valley, CA 91352, <10%
Mike Philpott, District Manager, 20320 80th Avenue S., Kent, WA 98032, 100%
Chris Dunn, Transportation Manager, 20320 80th Avenue S., Kent, WA 98032, 100%
Don Wilson, Dispatcher, 20320 80th Avenue S., Kent, WA 98032, 100%
Chris Stromerson, Environmental Safety & Health Manager, 20320 80th Avenue S., Kent, WA 98032, 100%
Jeff Norton, Major Account Executive, 20320 80th Avenue S., Kent, WA 98032, 100%
Erik Jacobsen, Major Account Executive, 20320 80th Avenue S., Kent, WA 98032, 100%
Laura Batte, Inside Sales Rep., 20320 80th Avenue S., Kent, WA 98032, 100%
Terry Adkins, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
George Ball, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Kenneth Daub, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Jacob Dolan, Driver, 20320 80th Avenue S., Kent, WA 98032, 25%
Jeff Dunn, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Ricky Fuchs, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Keith Fuller, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Scot Geoghegan, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
James Holmer, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Derrek Horton, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Shane Hunter, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
John Kennedy, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Paul Lagerquist, Driver, 20320 80th Avenue S., Kent, WA 98032, 25%
John Mallett, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Vinod Ram, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
David Rhodes, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Michael Shinn, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Tyrone Street, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Kevin Thompson, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Brad Urban, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Kevin Walker, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Jeffrey Bowerman, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
David Helmer, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Kent Kiter, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Jarrett Marble, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Arthur Martinez, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Rory McKenzie, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Laverene Sites, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%

Andrew Grineau, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Jeff Jonker, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Shawn McDevitt, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Gregory Poteet, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%
Eric Saint, Driver, 20320 80th Avenue S., Kent, WA 98032, 100%

DATA REQUEST NO. 4:

If Stericycle arranged transportation of any biomedical waste by agents, independent contractors or certificated solid waste collection companies within the last 12 months, either on Stericycle's behalf or on behalf of Stericycle's customers, please provide the name and address of each such person, provide copies of any contracts or agreements between Stericycle and each such person, and describe in detail the arrangements between Stericycle and each such person related to such transportation.

RESPONSE: The Stericycle, Inc. mailback programs use Federal Express Corporation (for mercury and amalgam waste) and the U.S. Postal Service (for biomedical waste). Stericycle occasionally uses Ludtke-Pacific Trucking, Inc., P.O. Box 32598, Bellingham, WA 98226-4598, an independent contractor, to pull highway trailers (loaded or empty) between Stericycle's transportation facilities in Spokane, Pasco, Woodinville and Kent, on the one hand, and Stericycle, Inc.'s processing facility in Morton (WA), on the other. Stericycle regularly uses Ludtke-Pacific Trucking to haul loaded highway trailers containing pathology and trace chemotherapy wastes from Morton to Stericycle, Inc.'s incineration facility North Salt Lake (UT) and to return empty trailers to Morton. Stericycle has used Sure-Way Systems, Inc., 107 South Parkmont, Butte, MT 59701, an independent contractor, to pull loaded highway trailers from Stericycle's Spokane facility to Sure-Way's incinerator in Butte, MT, and to return empty trailers to the Spokane facility. After processing to render the waste non-infectious, Stericycle uses CSU Transport, Inc., an independent contractor, to pull loaded highway trailers containing processed waste to a landfill in Oregon for disposal and to return empty trailers to Morton. See attached and response to Data Request No. 20.

DATA REQUEST NO. 5:

Please provide copies of all form customer contracts, agreements or purchase orders used by Stericycle in connection with its biomedical waste collection services between 2001 and the present, including copies of any documents referenced therein.

RESPONSE: See attached.

DATA REQUEST NO. 6:

Please provide copies of all information, brochures or other materials which Stericycle has provided to new biomedical waste collection customers or potential customers to describe Stericycle's biomedical waste collection services between 2001 and the present.

RESPONSE: Current materials responsive to this Data Request are attached. Materials with minor variations may have been used in prior years but have not been retained by Stericycle.

DATA REQUEST NO. 7:

Please provide copies of all forms of manifests, bills of lading, receipts or other shipping documents used by Stericycle in connection with its biomedical waste collection services between 2001 and the present.

RESPONSE: See attached.

DATA REQUEST NO. 8:

Please provide copies of all forms of invoices or other billing documents used by Stericycle in billing its customers for biomedical waste collection services between 2001 and the present.

RESPONSE: See attached.

DATA REQUEST NO. 9:

Please provide copies of all forms of any documents or records provided by Stericycle to its biomedical waste collection customers to certify, confirm or evidence processing, decontamination, destruction or other disposal of biomedical waste collected from its customers between 2001 and the present. For purposes of these data requests, "processing" shall mean any manner of handling or treatment intended to render the waste non-infectious.

RESPONSE: Each container of biomedical waste collected by Stericycle is labeled with a bar code identifier prior to pickup. Stericycle's driver scans the bar code identifier for each container at the time of pickup. The data from each bar code is recorded in Stericycle's computerized "Biotrack" bar code tracking system. Bar codes identifying the driver, the route and the manifest number for the shipment are also scanned. Each container in the shipment is associated in the Biotrack system with the manifest for that shipment. Each container bar code label is subsequently scanned at Stericycle, Inc.'s processing facilities in Morton or North Salt

Lake at the point it is processed. The Biotrack data for each container and manifest enables Stericycle to confirm that each container handled by Stericycle has been properly processed. Stericycle certifies the processing and disposal of the customer's wastes, by manifest, with the invoice sent to the customer for the manifest. A copy of Stericycle's form invoice is provided in response to Data Request No. 8. Additional documentation of processing and disposal in the form of manifests signed by the processing facility and/or container detail reports generated from the Biotrack data are provided to customers on request. Examples of such documents are attached.

DATA REQUEST NO. 10:

Please provide copies of all forms of any documents or records provided to Stericycle by any person to certify, confirm or evidence processing, decontamination, destruction or other disposal of biomedical waste collected by Stericycle between 2001 and the present.

RESPONSE: See response to Data Request No. 9 and attached.

DATA REQUEST NO. 11:

Please provide copies of all forms of any waste acceptance protocols or other documents used by Stericycle to inform customers of the types of biomedical waste Stericycle accepts or has accepted in connection with its biomedical waste collection services between 2001 and the present.

RESPONSE: Stericycle objects to this data request as the materials requested are confidential and proprietary and were prepared by Stericycle at considerable expense. Stericycle should not be required to assist Kleen in organizing its proposed biomedical waste collection business or preparing compliance policies to support its application. Without waiving the foregoing objection, see response to Data Request No. 6.

DATA REQUEST NO. 12:

Please provide copies of all documents or records routinely made or maintained by Stericycle between 2001 and the present with respect to transfers of a generator's biomedical waste to, from or between trucks, trailers, vehicles, storage trailers, storage containers or other storage facilities in connection with Stericycle's biomedical waste collection services. In addition, please describe in detail the manner by which Stericycle has recorded such transfers between 2001 and the present.

RESPONSE: Stericycle consolidates pickups from multiple customers into full highway trailer loads at its transportation facilities in Kent, Woodinville, Pasco and Spokane for transportation to Stericycle Inc.'s processing facility in Morton and, in the case of pathology and trace chemotherapy waste, for further transportation to North Salt Lake, UT for incineration. All manifests reflecting pickups consolidated into a single trailer accompany the trailer to Morton. Pathology and trace chemotherapy wastes are consolidated at Morton into trailer loads for transportation to North Salt Lake. A separate consolidated manifest is prepared for trailer loads of pathology and trace chemotherapy wastes. Each container of biomedical waste collected by Stericycle is labeled with a bar code identifier, which is scanned into Stericycle's computerized Biotrack bar code tracking system at pickup and at the processing facility. Biotrack data is maintained in Stericycle's computers and can be generated in the form of various reports, including the container detail report referenced in Stericycle's response to Data Request No. 9.

DATA REQUEST NO. 13:

Has Stericycle held in its possession or otherwise stored biomedical waste for more than 48 hours after collection but prior to processing, decontamination, destruction or other disposal at any time between 2001 and the present? If so, please describe in detail (a) the locations, equipment and facilities used for such storage; (b) any measures taken to protect or secure such facilities; (c) whether such storage facilities are or were refrigerated; and (c) the manner in which such facilities were used by Stericycle, including the frequency of such storage, the quantity stored and the longest period of time for which any generator's biomedical waste was held or stored by Stericycle after collection but prior to processing, decontamination, destruction or other disposal.

RESPONSE: Stericycle's route trucks bring biomedical waste to Stericycle's transportation facilities in Spokane, Pasco, Woodinville, and Kent where they are consolidated into full highway trailer loads for transportation to Stericycle Inc.'s processing facility in Morton. Stericycle consolidates trailer loads of pathology waste at Morton for further transportation to North Salt Lake (UT) for incineration. Some waste is held for up to 72 hours at Spokane and up to seven (7) days at Pasco, where pickups are consolidated from regions generating relatively low volumes of waste. Waste shipments consolidated at Stericycle's Woodinville and Kent facilities are typically held at those facilities for less than 24 hours prior to transportation to Morton, although holding for longer periods may occur over weekends. Pathology and trace chemotherapy waste is held at Morton for up to seven (7) days in refrigerated highway trailers prior to transportation to North Salt Lake for incineration.

In all cases, waste is held in locked highway trailers pending assembly of a full load. Stericycle's transportation facilities in Pasco, Woodinville, Kent and Morton are fenced and are locked when Stericycle personnel are not present.

DATA REQUEST NO. 14:

Please describe in detail all terminals, transfer yards, storage facilities or other facilities used by Stericycle for the staging or storage of vehicles or trailers, the storage of biomedical waste or the transfer or consolidation of vehicle loads in connection with Stericycle's biomedical waste collection services.

RESPONSE: See responses to Data Requests No. 9, 10, 12 and 13.

DATA REQUEST NO. 15:

Please identify and describe all vehicles, trailers and other transportation equipment used by Stericycle in connection with its biomedical waste collection services.

RESPONSE: See attached equipment list.

DATA REQUEST NO. 16:

Please identify each type of container, liner, bag, sharps container or other packaging device or material used by Stericycle or Stericycle's customers in packaging biomedical waste in connection with Stericycle's biomedical waste collection services and produce an example of each type of container, liner, bag, sharps container or other packaging device or material for inspection by Kleen.

RESPONSE: See attached.

DATA REQUEST NO. 17:

Please describe in detail any safety training or other training regularly provided to Stericycle's employees in connection with Stericycle's biomedical waste collection services between 2001 and the present and provide copies of any and all records maintained by Stericycle with respect to such training.

RESPONSE: Stericycle provides regular training to its employees for safety and to ensure compliance with Stericycle policies and regulatory requirements, as follows:

- Access to Exposure and Medical Records
- Accident and Injury Reporting Requirements
- Backing Procedures
- Bloodborne Pathogens

USDOT Hazardous Materials Regulations
Emergency Action Plans
Fire Extinguishers – Portable
Hazard Communication
Lockout/Tagout Control Hazardous Energy
Confined Spaces
Personal Protective Equipment
Proper Lifting
Slip, Trip, Fall or Walking/Working Surfaces
Spill Response
Vehicle Condition Reports
Waste Acceptance Protocol

Stericycle objects to Kleen's request for Stericycle's training records as overly burdensome and neither relevant to the issues in Kleen's application case nor reasonably calculated to lead to the discovery of relevant information.

DATA REQUEST NO. 18:

Please provide copies of all written, electronically recorded or otherwise recorded operating plans, policies, procedures, safety training manuals or materials and other training manuals or materials used by Stericycle in connection with its biomedical waste collection services.

RESPONSE: Stericycle objects to producing the requested materials as the information requested is confidential and proprietary and was prepared by Stericycle at considerable expense. Stericycle should not be required to assist Kleen in organizing its proposed biomedical waste collection business or preparing compliance policies to support its application. The materials requested are neither relevant to the issues in Kleen's application case nor reasonably calculated to lead to the discovery of relevant information.

DATA REQUEST NO. 19:

Please provide copies of any and all standard form labels used by Stericycle or Stericycle's customers to label biomedical waste containers to identify the generator of biomedical waste collected by Stericycle.

RESPONSE: See attached.

DATA REQUEST NO. 20:

Please provide copies of all contracts or agreements currently in effect for the processing, decontamination, destruction or other disposal of biomedical waste collected by Stericycle.

RESPONSE: See response to Data Request No. 4 and attached.

DATA REQUEST NO. 21:

Please provide the name, address and telephone number of all facilities used by Stericycle for processing, decontamination, destruction or other disposal of biomedical waste collected by Stericycle from 2001 to the present and describe the technology utilized by each such facility for processing, decontamination, destruction or other disposal.

RESPONSE: Stericycle has used the following facilities for processing, decontamination, destruction or disposal of biomedical waste collected from Washington generators from 2001 to the present:

Stericycle, Inc.; 830 Westlake Avenue, Morton, WA 98356; electro-thermal deactivation ("ETD" -- a process by which biomedical waste is heated with macro-waves), steam autoclave.
Stericycle of Washington, Inc., 1524 Slater Rd., Ferndale, Washington; steam autoclave.
Stericycle, Inc., 90 North 1100 West, North Salt Lake, UT 84054; incineration.
Marion County, Oregon, incineration facility; 4850 Brooklake Rd. N.E., Brooks, OR 97305; incineration.
Processed biomedical waste (classified as ordinary solid waste) is disposed of at the Allied Waste Industries Coffin Butte Landfill near Corvallis, OR.

DATA REQUEST NO. 22:

Please describe in detail any arrangements Stericycle has made to have a backup facility available to it in case the primary facility it uses for the processing, decontamination, destruction or other disposal of biomedical waste closes or is otherwise unavailable to handle Stericycle's biomedical waste and provide copies of any and all contracts or agreements currently in effect with any facility for such backup services.

RESPONSE: Stericycle currently uses the processing facility of Stericycle, Inc. in Morton, WA for the processing of all biomedical waste, except pathology and trace chemotherapy waste . Stericycle currently uses the Stericycle, Inc. incinerator in North Salt Lake, UT to dispose of pathology waste. The Stericycle, Inc. incinerator in North Salt Lake is Stericycle's primary backup disposal facility for all of the biomedical waste Stericycle handles. In addition, Stericycle has access to numerous Stericycle, Inc. ETD, autoclave and incinerator facilities in the western United States, should use of those facilities become necessary or desirable. Stericycle

also has access to the Marion County incinerator in Brooks, OR, currently operated by Covanta and the Sure-Way Systems, Inc. incinerator in Butte, MT. Copies of responsive documents are attached in response to Data Requests No. 4 and 20.

DATA REQUEST NO. 23:

Please provide copies of all documents or records (or examples of standard documents or records) used or maintained by Stericycle to evidence or record Stericycle's delivery of biomedical waste to any person for processing, decontamination, destruction or other disposal between 2001 and the present. In addition, please describe in detail the manner and means by which Stericycle has recorded such deliveries between 2001 and the present.

RESPONSE: See responses to Data Requests No. 9, 10 and 12.

DATA REQUEST NO. 24:

Please provide copies of all documents or records (or examples of standard form documents or records) provided to Stericycle by any person to whom Stericycle has delivered biomedical waste for processing, decontamination, destruction or other disposal to evidence receipt and/or disposal of such biomedical waste between 2001 and the present. In addition, please describe in detail the manner and means by which Stericycle has recorded, evidenced or confirmed the processing, decontamination, destruction or other disposal of biomedical waste collected by Stericycle between 2001 and the present.

RESPONSE: See responses to Data Requests No. 9, 10 and 12.

DATA REQUEST NO. 25:

Please provide copies of all advertising, yellow page listings, other listings, sales brochures, business cards, internet web pages and promotional materials of any kind or description used by Stericycle from 2001 to the present to solicit customers or to inform biomedical waste generators of Stericycle's biomedical waste collection services. For advertising, listings or other promotional materials published in newspapers, newsletters or other independent publications, please identify the publication and the period during which such advertisement, listing or other promotional material appeared in such publication.

RESPONSE: Copies of current marketing, advertising and promotional materials are attached in response to this Data Request and Data Request No. 6. Stericycle does not generally retain copies of outdated promotional materials.

DATA REQUEST NO. 26:

Please describe in detail any and all efforts made by Stericycle to solicit customers for, or to inform biomedical waste generators of, Stericycle's biomedical waste collection services between 2001 and the present.

RESPONSE: Stericycle relies primarily on direct marketing calls on potential customers. In addition, Stericycle is a frequent exhibitor at meetings of trade associations representing hospitals and other healthcare facilities, physicians and dentists. Stericycle personnel frequently make presentations on biomedical waste management issues at such meetings.

DATA REQUEST NO. 27:

Please itemize and describe in detail any and all costs incurred by Stericycle for marketing activities directly related to its biomedical collection services, other activities directly related to the solicitation of customers for its biomedical waste collection services or other activities directly related to informing biomedical waste generators of Stericycle's biomedical waste collection services each year from 1999 to the present.

RESPONSE: Stericycle objects to Kleen's request for information on Stericycle's marketing expenses as overly burdensome and neither relevant nor reasonably calculated to lead to evidence relevant to the Kleen application proceeding. Stericycle's annual selling and advertising expenses are reported in Stericycle's annual reports to the WUTC and are available to Kleen from the Commission.

DATA REQUEST NO. 28:

Please state the number of (a) small quantity generators and (b) large quantity generators that have used Stericycle's biomedical waste collection services each year from 1999 to the present.

RESPONSE: Stericycle objects to this data request because it seeks information that is irrelevant to Kleen's application case and that is not reasonably calculated to lead to the discovery of relevant evidence.

DATA REQUEST NO. 29:

Please state the quantity of biomedical waste, by volume or other standard measure, collected by Stericycle each year from 1999 to the present from (a) small quantity generators and (b) large quantity generators.

RESPONSE: Stericycle objects to this data request because it seeks information that is irrelevant to Kleen's application case and that is not reasonably calculated to lead to the discovery of relevant evidence.

DATA REQUEST NO. 30:

Please state the number of (a) large quantity biomedical waste generators and (b) small quantity biomedical waste generators presently served by Stericycle in each U.S. postal zip code in the state of Washington

RESPONSE: Stericycle objects to this data request because it seeks information that is irrelevant to Kleen's application case and that is not reasonably calculated to lead to the discovery of relevant evidence.

DATA REQUEST NO. 31:

Please itemize in detail Stericycle's investment in plant, facilities and equipment employed by Stericycle in connection with its biomedical waste collection services as of the end of Stericycle's most recent complete fiscal year in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file under WAC 480-70-071. If such plant, facilities or equipment is used in connection with any other solid waste collection services or any other business, please indicate the percentage of Stericycle's investment, by asset, allocable to Stericycle's biomedical waste collection services. The information required by this Data Request is to be calculated and presented in accordance with the requirements applicable to the Annual Reports of Class A solid waste collection companies.

RESPONSE: Information concerning Stericycle's investment in plant, facilities and equipment is contained in Stericycle's annual report to the WUTC and is available from the Commission.

DATA REQUEST NO. 32:

Please itemize in detail all revenues and expenses allocable to Stericycle's biomedical waste collection services during Stericycle's most recent complete fiscal year in the manner,

format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file under WAC 480-70-071. The information required by this Data Request is to be calculated and presented in accordance with the requirements applicable to the Annual Reports of Class A solid waste collection companies.

RESPONSE: Stericycle's 2003 annual report to the WUTC is available from the Commission.

DATA REQUEST NO. 33:

Please identify (by court, case number and date of filing) any lawsuit in which Stericycle or any of its shareholders, officers or directors has been involved as a named party.

RESPONSE: Stericycle will respond to this data request in a supplemental submission.

DATA REQUEST NO. 34:

Please provide copies of any citations, notices of violation, complaints, orders or other communications from any governmental authority or other person asserting, identifying or otherwise related to any violation of law or alleged violation of law by Stericycle, its officers or employees, or requiring any action by Stericycle to comply with an obligation imposed or allegedly imposed by law, at any time from 1999 to the present.

RESPONSE: None.

DATA REQUEST NO. 35:

Please provide copies of any and all records, documents or communications, however recorded, related to any biomedical waste customer complaint or any dispute between Stericycle and any of its biomedical waste customers from 1999 to the present.

RESPONSE: None. Stericycle is unaware of any customer complaints about its biomedical waste collection and disposal services.

DATA REQUEST NO. 36:

Please provide the name, job title, address, telephone number, employer and a summary of the anticipated testimony of any witness that Stericycle expects to call to testify at the hearing in this matter in support of Stericycle's protest of Kleen's application herein.

RESPONSE:

Stericycle:

Mike Philpott	District Manager	Kent, WA	425-291-9322
Chris Dunn	Transportation Manager	Kent, WA	425-291-9322
Chris Stromerson	ESH Manager	Kent, WA	425-291-9322
Don Wilson	Dispatcher	Kent, WA	425-291-9322
Jeff Norton	Major Account Executive	Kent, WA	425-291-9322
Erik Jacobsen	Major Account Executive	Kent, WA	425-291-9322
Laura Batte	Inside Sales Rep.	Kent, WA	425-291-9322

Stericycle, Inc.:

Dan Ginetti	Area Vice President	Sun Valley, CA	818-252-3921
Ed McMains	Office Manager	Morton, WA	360-496-5988
Joel Wilson	Area Vice President	Lake Forest, IL	847-607-2062
John Clesen	Area Vice President	Lake Forest, IL	847-932-1114

Each of the above is a potential witness at the hearing concerning Stericycle's biomedical waste collection and disposal services and procedures and whether there is a generator need for an additional biomedical waste collection company. In addition, Philpott, Dunn, Stromerson, Wilson, Ginetti, Wilson and Clesen may testify concerning Kleen's financial fitness, the reasonableness of its financial assumptions, Kleen's operating plans, disposal technologies and other matters relevant to the hearing.

Stericycle has not yet completed the identification of its witnesses or the subject matter on which each witness will testify at hearing and reserves the right to designate additional witnesses at any time for any relevant testimony.

DATA REQUEST NO. 37:

With respect to each of the foregoing Data Requests, please provide the name of each officer or employee of Stericycle or other person who assisted in the preparation of Stericycle's response.

RESPONSE: Stericycle will respond to this data request in a supplemental submission.

DATED this 20th day of July, 2004.

GARVEY SCHUBERT BARER

By 

Stephen B. Johnson, WSBA #6196
Charles L. Cottrell, WSBA #31984
Attorneys for Protestant Stericycle of
Washington, Inc.

1191 Second Avenue, 18th Floor
Seattle, WA 98101
206-464-3939
Direct: 206-816-1385
Fax: 206-464-0125
Email: sjohnson@gsblaw.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the First Data Requests Of Applicant Kleen Environmental Technologies, Inc. To Protestant Stericycle Of Washington, Inc. and Stericycle's Responses Thereto upon the persons and entities listed below by electronically transmitting said document in a PDF format and as a Microsoft Word document (without attachments) to the e-mail address for each person shown below and that, in addition, I have this day either deposited a copy of said document (with all attachments) in the United States mail, addressed to each such person at the mailing address shown below, with first class postage prepaid, or arranged for overnight delivery by messenger.

For Kleen Environmental:

Greg W. Haffner
Curran Mendoza
555 W. Smith Street
Kent, WA 98035
Fax: 253-852-2040
Email: gwh@curranmendoza.com

For WRRRA, LeMay, Rubatino and Consolidated:

James K. Sells
Ryan Sells Uptegraft, Inc.
9657 Levin Road N.W., Suite 240
Silverdale, WA 98383
Email: jimsells@rsulaw.com

For Commission Staff:

Greg Trautman, Asst. Attorney general
1400 S. Evergreen Park Drive S.W.
P.O. Box 40128
Olympia, WA 98504-0128
Email: Gtrautma@wutc.wa.gov

DATED at Seattle, WA this 20th day of July, 2004



Stephen B. Johnson

APPROVED

Eff. 4-12-02

LSN _____

LAA _____

Docket TG-011675

Other _____

By NP

TRANSPORTATION SERVICES AGREEMENT

THIS TRANSPORTATION SERVICES AGREEMENT ("Agreement") is made and entered into as of the 10 day of December, 2001, by and between Stericycle of Washington, Inc. ("Stericycle"), 20320 80th Avenue S., Kent, Washington 98032, and Ludtke Pacific Trucking, Inc. ("Ludtke"), P.O. Box 32598, Bellingham, Washington 98226-4598, with respect to the following:

RECITALS

WHEREAS, Stericycle is in the business of collecting, transporting and treating Biomedical Waste in the States of Washington, Oregon and Idaho and wishes to engage Ludtke for certain transportation services; and

WHEREAS, Ludtke is a trucking company with transportation equipment and personnel suitable to perform the transportation services sought by Stericycle;

NOW, THEREFORE, this Agreement sets forth the terms and conditions on which Ludtke will perform transportation services for Stericycle, as follows:

AGREEMENT

1. Tender by Stericycle. Stericycle will tender loaded highway trailers containing Biomedical Waste to Ludtke at locations in Washington and Oregon from time to time for transportation by Ludtke to points designated by Stericycle on trips and/or routes for which service fees have been stated in Schedule A attached hereto. All trailers tendered to Ludtke shall be in good order and condition. Stericycle will be responsible for loading the trailers in compliance with all applicable laws and in a manner which will minimize shifting of the load and the risk of spillage. Stericycle will provide manifests and other documentation for each trailer in accordance with the requirements of applicable law.

2. Duties of Ludtke. Ludtke will provide qualified drivers (including relief drivers, when appropriate) and power units (highway tractors) suitable for the transportation services required by Stericycle. Ludtke will pick up loaded trailers tendered by Stericycle on a schedule agreed between the parties and transport them in the shortest practical time consistent with safety and by the shortest practical route to the destinations designated by Stericycle in accordance with Schedule A. Ludtke will deliver the loaded trailers to Stericycle or other consignee specified by Stericycle at the designated delivery point and provide documentary evidence of delivery in the manner prescribed by Stericycle. On the return, Ludtke will pick up empty highway trailers, containing empty re-usable containers, and return the empty trailers and containers to locations designated by Stericycle in accordance with Schedule A.

3. Compensation. Ludtke shall provide the transportation services described herein for the routes and/or trips described in Schedule A for the compensation per trip specified in Schedule A (subject to the Fuel Adjustment Schedule attached thereto). Ludtke shall be responsible for all of the costs and expenses incurred in providing its services hereunder, including without limitation fuel, personnel compensation and benefits, tractor maintenance and repair, depreciation, tolls, taxes and assessments and all other expenses; provided, however, that as between Ludtke and Stericycle, Stericycle shall be responsible for the cost of regular trailer maintenance. Ludtke acknowledges and agrees that the service fees specified in Schedule A are in amounts sufficient to allow operation of Ludtke's equipment at a profit for the specified routes. It is agreed that the service fees specified in Schedule A are "per trip," regardless of the type or number of trailers hauled or whether the trailers are loaded or empty. The parties understand and agree that this Agreement is subject to the authority of the Washington Utilities and Transportation Commission (the "Commission") to fix or amend just, fair, and reasonable classifications, rules, and minimum rates and charges for solid waste collection service in Washington.

4. Term. The Initial Term of this Agreement shall commence on the date hereof and continue until December 31, 2002; provided, however, that this Agreement shall be automatically renewed and extended for up to ten additional successive one year Renewal Terms thereafter unless either party gives notice of termination to the other in writing at least sixty (60) days prior to the end of the Initial Term or any Renewal Term or this Agreement is terminated in accordance with Section 5 below.

5. Termination. This Agreement may be terminated on written notice by either party in the event of a material breach by the other; provided that the party in breach shall be given twenty (20) days prior written notice and opportunity to cure the breach. This Agreement may be terminated with or without cause at any time upon ninety (90) days prior written notice of termination. Notwithstanding any other provision of this Section 5, the parties understand and agree that this Agreement may not be terminated prior to the expiration of the Initial Term and all Renewal Terms except with at least five (5) days' written notice to the Commission.

6. Compliance with Law. Ludtke shall perform its services under this Agreement in compliance with the requirements of all applicable local, state and federal laws and regulations, including without limitation RCW Chapter 81.77, WAC Chapter 480-70 and 49 C.F.R. Parts 170-189, and shall provide evidence of such compliance to Stericycle upon request. Ludtke shall obtain and maintain in force during the term hereof any and all licenses, permits and approvals which may be required by any governmental agency for the activities which Ludtke will perform under this Agreement. Stericycle shall be responsible to ensure that the Biomedical Waste tendered to Ludtke is packaged in appropriate containers, properly labeled, properly loaded in Stericycle's trailers and accompanied by appropriate shipping documentation in compliance with the requirements of all applicable local, state and federal laws and regulations at the time shipment is tendered.

APPROVED

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Docket T6-011605

Other _____

7. Liability Insurance. Ludtke shall obtain and maintain in force during the Term of this Agreement general liability insurance in the amount of at least One Million Dollars (\$1,000,000) with an insurance company acceptable to Stericycle and shall provide evidence of such insurance to Stericycle on request.

8. Biomedical Waste. For purposes of this Agreement, the term "Biomedical Waste" shall have the meaning defined in WAC 480-70-041 and shall include Pathological Waste, as therein defined, Chemotherapy Waste and Pharmaceutical Waste. "Chemotherapy Waste" means sharps, syringes, IV tubing/bags/bottles, vials, and other discarded contaminated items generated in the preparation and administration of cytotoxic/antineoplastic drugs (residue not to exceed 3% of total volume). "Pharmaceutical Waste" means pharmaceutical waste which has been properly characterized as not hazardous under the Resource Conservation and Recovery Act (RCRA) regulations and criteria (or more stringent state regulations, where applicable) and which has been packaged and labeled by the generator and approved and accepted by Stericycle in accordance with a Pharmaceutical Waste Acceptance Agreement executed by Stericycle and the generator.

9. Damage to Trailers. Ludtke shall be responsible for any damage which occurs to Stericycle's trailers while in Ludtke's possession or under its control, ordinary wear and tear excepted.

10. Indemnity. Ludtke shall defend, indemnify and hold Stericycle harmless from and against any claims, lawsuits, losses, damages, assessments, penalties, costs or expenses, including reasonable attorneys' fees and litigation costs, arising out of any breach of this Agreement by Ludtke or the negligent performance by Ludtke of its services hereunder. Stericycle shall defend, indemnify and hold Ludtke harmless from and against any claims, lawsuits, losses, damages, assessments, penalties, costs or expenses, including reasonable attorneys' fees and litigation costs, arising out of any breach of this Agreement by Stericycle or the negligent performance by Stericycle of its duties hereunder.

11. Notice of Spills or Accidents. Ludtke shall provide immediate notice to Stericycle by telephone and in writing with a complete report of all relevant facts in the event of a casualty, accident or incident that results in the leakage or spillage of Biomedical Waste transported by Ludtke under this Agreement.

12. Applicable Law. The rights and obligations of the parties under this Agreement shall be governed and construed in accordance with the laws of the State of Washington; provided, however, that the parties shall be required to perform hereunder in compliance with all applicable federal, state and local laws and regulations.

13. Notices. All notices hereunder shall be sent by registered or certified mail to the parties at their respective addresses as shown above or to such other addresses as a

APPROVED

Eff. 4-12-02

LAA

LAA

Docket: TG-011675

Other _____

By: NP

party may hereafter specify by notice to the other; provided, however, that where telephonic notice is required, Ludtke shall contact Stericycle's Pacific Northwest District Office at (425) 291-9322 or at such other telephone number as Stericycle shall specify from time to time.

14. Separability Of Provisions. If any provision of this Agreement, or its application to any person or circumstances, is held invalid or unenforceable, then the remainder hereof, or the application of such provision to other persons or circumstances shall not be affected thereby, provided, however, that if any provision or application thereof is held invalid or unenforceable by a court of competent jurisdiction, then a suitable and equitable provision shall be substituted therefor by the court in order to carry out, so far as may be valid and enforceable, the intent and purposes of the invalid and unenforceable provision.

15. Entire Agreement. This Agreement incorporates the entire understanding and agreement of the parties regarding the transportation of Biomedical Waste and supersedes any and all prior negotiations or agreements with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

LUDTKE PACIFIC TRUCKING, INC.

By [Signature]
its PRESIDENT

STERICYCLE OF WASHINGTON, INC.

By [Signature]
Michael Philpott, District Manager

APPROVED

Eff. 4-12-02

LSN _____

LAA _____

Docket IG-011675

Other _____

By WP



PACIFIC TRUCKING, INC.

P.O. BOX 32598 BELLINGHAM, WA 98226-4598

STERICYCLE RATES.....SCHEDULE A

**Billing: Stericycle
Morton, WA**

B'ham/Ferndale/Kent/Ferndale/B'ham		\$300
B'ham/Ferndale/Kent/B'ham		\$290
B'ham/ /Kent/Ferndale/B'ham		\$290
B'ham/Ferndale/Kent/Morton/Kent/Ferndale/B'ham		\$495
B'ham/Ferndale/ /Morton/ /Ferndale /B'ham		\$495
B'ham/Kent/Morton/Kent/Ferndale/B'ham		\$485
B'ham/ Ferndale/Kent/Morton/Kent/B'ham		\$485
B'ham/Kent/Morton/Kent/B'ham		\$475
B'ham/Ferndale/Morton/Brooks/Morton/Ferndale/B'ham		\$895
B'ham/Kirkland/Morton/NSLC/Morton		\$2285
B'ham/Ferndale/Kent/Morton/NSLC/Morton		\$2295
B'ham/Kent/Morton/NSLC/Morton/Kent/B'ham		\$2475
B'ham/Kent/Morton/NSLC/Morton/Ferndale/B'ham		\$2485
B'ham/Ferndale/Kent/Morton/NSLC/Morton/Kent/Ferndale/B'ham		\$2535
B'ham/Morton/NSLC/Morton/B'ham		\$2485
B'ham/Kent/Spokane/Kent/B'ham		\$945
B'ham/Morton/Pasco/Morton/B'ham		\$905
B'ham/Morton/Spokane/Morton/B'ham		\$1185
B'ham/Morton/Roseburg/Morton/B'ham		\$1135
Morton/NSLC/Morton		\$2050
Morton/NSLC/Morton/Kent/B'ham		\$2285
Morton/NSLC/Morton/B'ham		\$2285
Morton/Pasco/Morton		\$470
Morton/Spokane/Morton		\$750
Morton/Roseburg/Morton		\$700
Kent/Morton/Kent		\$250
Kent/Spokane/Kent		\$690
Morton/Portland/Morton.....2 Rounds per day		\$560..280 per
Ferndale/Fresno or Kent/Fresno.....One way		\$1175

APPROVED

BY 4-12-02

LSN _____

LAA _____

Docket TG-011675

Other _____

By NIP

All other routings not posted above or any changes to the above routing to be figured at \$1.22 per mile, Per PC Miller.



SERVICE AGREEMENT FOR WASHINGTON STATE CUSTOMERS ONLY

Customer Name and Address:

Billing Name and Address (if different from Customer Name and Address):

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Contact Name: _____

ROUTE # _____ SEG CODE _____ SERVICE AREA SEATTLE

CONTAINER CODE _____ SIZE (GALLONS) _____ QTY _____

PICKUP FREQUENCY EVERY WEEKS

Service Description: Medical Waste transportation, treatment, and disposal.

Rate Structure: PER CURRENT WUTC TARIFF

(Tariff rates include: minimum monthly fee of \$10 and minimum stop fee of \$20)

Date of Service Agreement: _____

Special Instructions on manifest Cycle begin date

Stericycle, Inc.:

Name of Stericycle Contracting Entity Stericycle of Washington 20320 80th Ave S, Kent, WA 98032

Customer:

By signing below the customer has read and agreed to the terms listed on the two pages of this document as well as the Waste Acceptance Policy (Appendix A-2 pages)

Signature: _____

Signature: _____

Name Printed: Jeff Norton

Name Printed: _____

Title: Major Account Executive

Title: _____

TERMS AND CONDITIONS

Article I Biomedical Waste Services Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" - means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-86-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be 'empty' as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" - means (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.



Stericycle®

Customer is solely responsible for properly segregating, packaging and labeling Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Stericycle. Customer also agrees that all containers supplied to Customer by Stericycle shall be collected and disposed of only by Stericycle or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Stericycle reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Non-Conforming Waste. No containers will be picked up that are improperly packaged or labeled or that are wet or leaking. Weight limits for containers are as follows: all cardboard boxes=40 lbs.; 10-gallon tubs = 35 lbs.; 20, and 21 gallon reusable tubs= 50 lbs., 28, 40, and 48 gallon reusable tubs = 60 lbs. Overweight/Improperly Packaged materials are charged in accordance with current WUTC tariff. Pathology Wastes defined as Human Surgical Specimens, tissues, organs, placentas, and limbs, etc and Trace Chemotherapy wastes defined as sharps, syringes, IV tubing/bags/bottles/vials and other discarded contaminated items generated in the preparation and administration of cytotoxic/antineoplastic drugs. Only empty container/bags/syringes are acceptable (3% or less original compound volume)=these wastes must be packaged separately as listed in Stericycle's current Washington Utilities and Transportation Commission (WUTC) tariff.

Article II Term and Payment for Service. This Agreement is for the term of thirty-six months, unless earlier terminated in accordance with applicable law.

Article III Title Title to Biomedical Waste collected from Customer shall be transferred to and vested in Stericycle at the same time the Biomedical Waste is fully loaded into Stericycle's truck. Prior thereto, all title to Biomedical Waste shall be in Customer. Title to Non-Conforming Waste and any waste other than Biomedical Waste shall remain with Customer at all times.

Article IV Liability for Equipment Customer acknowledges that it has the care, custody and control of containers and other equipment owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Therefore, Customer expressly agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement.

Article V Force Majeure Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

Article VI Assignment This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment to a wholly owned affiliate or subsidiary of Stericycle or an assignment by operation of law.

Article VIII Insurance Stericycle and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of this Agreement: Worker's Compensation - Statutory; Employer's Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual Liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence, combined single limit; Environmental Impairment Liability (Contractor only) - as required by applicable law or regulation. To the extent permitted by law, the above insurance requirements may be met, in whole or in part, by a plan of self insurance. Customer and Stericycle agree to furnish, upon request, certificates of insurance attesting to the insurance coverages and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty days prior to cancellation of any policy covered thereunder.

Article IX Provision of Services and Payment for services- Stericycle shall provide the services specified in its tariff as filed with the Washington Utilities and Transportation Commission (WUTC). Generator will pay for these services at the rates specified in the Tariff, as amended from time to time, and on the terms stated in Stericycle's invoices. In addition: (a) Generator shall grant Stericycle safe and unobstructed access to its premises to permit Stericycle to perform its obligations under this Agreement. (b) If Stericycle determines that a shipment contains materials other than Medical Waste and/or materials that Stericycle is not authorized to receive, Stericycle may reject the shipment. Stericycle may assist Generator in the safe disposal of such materials but Generator shall bear all responsibility for such disposal. (c) Medical Waste shall become the property of Stericycle, subject to applicable laws governing such material, upon treatment by Stericycle. (d) Stericycle shall maintain all necessary permits and other authorization required for it to perform its obligations under this agreement. (e) Under this agreement, the actual price of any and all sharps containers purchased by the customer through Stericycle are not price protected for the term of this agreement.

Article X Indemnity Stericycle will indemnify Customer from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Customer's property and injuries to or death of person or persons, including Customer's employees, caused by or resulting from Stericycle's negligence or willful misconduct or Stericycle's breach of this Agreement. The foregoing indemnity from Stericycle to Customer under this Article shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's tender of Non-Conforming Waste. In any instance in which Customer claims indemnity under this Article, Stericycle shall have the right, but not the duty to defend (and control the defense of), Customer in any litigation arising out of the occurrence from which Customer claims that Stericycle's indemnity obligation exists.

Customer hereby agrees to indemnify Stericycle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Stericycle's property, and injuries or death to person or persons, including Stericycle's employees caused by or resulting from Customer's negligence or willful misconduct, Customer's tender of Non-Conforming Waste or Customer's breach of this Agreement.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

Article XII Notices Except as otherwise provided in Article II, all notices required or desired to be given hereunder shall be given in writing to the parties at the address indicated in the first part of this Agreement.

Article XIII Independent Contractor Stericycle's relationship to Customer under this Agreement shall be that of independent contractor. Stericycle is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Stericycle or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Stericycle shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Stericycle, or any of its employees, as employees, agents, joint venturers, or partners of Customer.

Article XIV Amendment and Waiver Except as otherwise provided in Article II, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

Article XV Entire Agreement This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof



WASTE ACCEPTANCE POLICY (APPENDIX A)

INTRODUCTION

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the **minimum** requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** pharmaceuticals, waste containing mercury or other heavy metals, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal EPA Regulations. Stericycle **cannot accept** these excluded materials. In addition, Stericycle **cannot accept** bulk liquids or chemotherapy waste, radioactive materials, fetal remains, or human torsos. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Please contact your local representative for details and packaging specifications.

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. All Stericycle customers are provided with packaging instructions which describe the packaging, maximum weights, proper sealing/closure of inner bags and outer containers and proper packaging of sharps. These instructions are designed to comply with the packaging requirements of 49 CFR 173.197, which require that waste be packaged in a container that is 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; 6) puncture resistant for sharps and sharps with residual fluids; and 7) break-resistant and tightly lidded or stoppered for fluids in quantities greater than 20 cubic centimeters. Waste identified as cultures and stocks must conform to appropriate DOT PG II packaging requirements.

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulations, and company policy Stericycle employees may refuse containers that are: non-conforming as to their contents, unacceptably or improperly packaged, leaking, damaged or likely to create risk of exposure to employees and/or the general public. Proper segregation and packaging is essential to compliant and safe handling and transportation of regulated medical waste.



STERICYCLE WASTE ACCEPTANCE POLICY CHECKLIST

Accepted Waste:

Sharps

(Needles and syringes, scalpel blades, glass pipettes, slides, etc.)

Laboratory Wastes

(Cultures and stocks of Biohazard Level 1, 2, and 3 infectious agents, test tubes)

Contaminated Disposal Material, Equipment, and Instruments

(Includes but is not limited to: blood administration sets, drainage collection devices, disposal gloves and gowns, dressings)

Dialysis Tubing and filters

(Dialyzers)

Blood, Blood Products, Body Fluids

Accepted Waste Which Must Be Identified And Segregated For Incineration

Trace-contaminated Chemotherapy Waste

Empty drug vials, syringes and needles, spill kits, IV tubing and bags contaminated gloves and gowns, and related materials as defined in Federal and state standards
Consult Stericycle Representative for specific exceptions

Pathological Waste

Human or animal body parts, organs, tissues and surgical specimen (exclusive of formaldehyde or other preservative)

Waste NOT Accepted By Stericycle

Pharmaceutical Waste

Must be characterized and certified as non-RCRA hazardous material by generator.
Additional packaging and protocols apply. See Stericycle Representative for details.

Chemicals

Formaldehyde, acids, alcohol, waste oil, solvents, reagents, fixer developer, etc.

Hazardous Waste

Drums or other containers with a hazard warning symbol, batteries, heavy metals, etc.

Radioactive Waste

Any container with a radioactivity level that exceeds regulatory or permitted limit; lead-containing materials

Complete Human Remains

(Cadavers, complete torso, etc.)

Bulk Chemotherapy Waste

Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans

Glass Thermometers, Sphygmomanometers, and Other Medical Devices or Solutions Containing Mercury

Additional waste acceptance policies may apply based on state or permit specific requirements. Please refer to your local Stericycle Representative for additional information. For additional information on container and labeling requirements contact our Stericycle Customer Service location.



SERVICE AGREEMENT FOR WASHINGTON STATE CUSTOMERS ONLY

Customer Name and Address:

Billing Name and Address (if different from Customer Name and Address):

Name:

Address:

City, State, Zip:

Phone Number:

Fax Number:

Contact Name:

ROUTE # SEG CODE SERVICE AREA SEATTLE SPOKANE

CONTAINER CODE SIZE (GALLONS) QTY

PICKUP FREQUENCY EVERY WEEKS

Service Description: Medical Waste transportation, treatment, and disposal. Rate Structure: PER CURRENT WUTC TARIFF (Tariff rates include: minimum monthly fee of \$10 and minimum stop fee of \$20)

Special Instructions on manifest Cycle begin date M-F 8-5

Date of Service Agreement:

Stericycle, Inc.: Name of Stericycle Contracting Entity Stericycle of Washington 20320 80th Ave S, Kent, WA 98032

Customer: By signing below the customer has read and agreed to the terms listed on the two pages of this document.

Signature:

Name Printed:

Title:

TERMS AND CONDITIONS

Article I Biomedical Waste Services Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" - means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-86-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be 'empty' as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" - means (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.

Customer is solely responsible for properly segregating, packaging and labeling Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Stericycle. Customer also agrees that all containers supplied to Customer by Stericycle shall be collected and disposed of only by Stericycle or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Stericycle reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Non-Conforming Waste. No containers will be picked up that are improperly packaged or labeled or that are wet or leaking. Weight limits for containers are as follows: all cardboard boxes=40 lbs.; 10-gallon tubs = 35 lbs.; 20, and 21 gallon reusable tubs= 50 lbs., 28, 40, and 48 gallon reusable tubs = 60 lbs. Overweight/Improperly Packaged materials are charged in accordance with current WUTC tariff. Pathology Wastes defined as Human Surgical Specimens, tissues, organs, placentas, and limbs, etc and Trace Chemotherapy wastes defined as sharps, syringes, IV tubing/bags/bottles/vials and other discarded contaminated items generated in the preparation and administration of cytotoxic/antineoplastic drugs. Only empty container/bags/syringes are acceptable (3% or less original compound volume)=these wastes must be packaged separately as listed in Stericycle's current Washington Utilities and Transportation Commission (WUTC) tariff.

Article II Term and Payment for Service. This Agreement is for the term of thirty-six months, unless earlier terminated in accordance with applicable law. This agreement shall be automatically renewed for successive terms equal to original terms of this agreement unless either party has notified the other party in writing, per commencing on the relevant renewal date of its desire to terminate this Agreement. Each such automatic renewal shall be for the original term of this agreement, commencing on the relevant renewal date and ending at the completion of the relevant renewal term. All automatic renewals shall be subject to the same terms and conditions as the original agreement. Stericycle shall provide Customer with monthly invoices that are due upon receipt. Customer agrees to pay a late charge on any accounts that are more than 30 days old, at a rate equal to the lesser of 1½% per month or the maximum rate permitted by law.

Article III Title Title to Biomedical Waste collected from Customer shall be transferred to and vested in Stericycle at the same time the Biomedical Waste is fully loaded into Stericycle's truck. Prior thereto, all title to Biomedical Waste shall be in Customer. Title to Non-Conforming Waste and any waste other than Biomedical Waste shall remain with Customer at all times.

Article IV Liability for Equipment Customer acknowledges that it has the care, custody and control of containers and other equipment owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Therefore, Customer expressly agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement.

Article V Force Majeure Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

Article VI Assignment This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment to a wholly owned affiliate or subsidiary of Stericycle or an assignment by operation of law.

Article VIII Insurance Stericycle and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of this Agreement: Worker's Compensation - Statutory; Employer's Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual Liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence, combined single limit; Environmental Impairment Liability (Contractor only) - as required by applicable law or regulation. To the extent permitted by law, the above insurance requirements may be met, in whole or in part, by a plan of self insurance. Customer and Stericycle agree to furnish, upon request, certificates of insurance attesting to the insurance coverages and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty days prior to cancellation of any policy covered thereunder.

Article IX Provision of Services and Payment for services- Stericycle shall provide the services specified in its tariff as filed with the Washington Utilities and Transportation Commission (WUTC). Generator will pay for these services at the rates specified in the Tariff, as amended from time to time, and on the terms stated in Stericycle's invoices. In addition: (a) Generator shall grant Stericycle safe and unobstructed access to its premises to permit Stericycle to perform its obligations under this Agreement. (b) If Stericycle determines that a shipment contains materials other than Medical Waste and/or materials that Stericycle is not authorized to receive, Stericycle may reject the shipment. Stericycle may assist Generator in the safe disposal of such materials but Generator shall bear all responsibility for such disposal. (c) Medical Waste shall become the property of Stericycle, subject to applicable laws governing such material, upon treatment by Stericycle. (d) Stericycle shall maintain all necessary permits and other authorization required for it to perform its obligations under this agreement. (e) Under this agreement, the actual price of any and all sharps containers purchased by the customer through Stericycle are not price protected for the term of this agreement.

Article X Indemnity Stericycle will indemnify Customer from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Customer's property and injuries to or death of person or persons, including Customer's employees, caused by or resulting from Stericycle's negligence or willful misconduct or Stericycle's breach of this Agreement. The foregoing indemnity from Stericycle to Customer under this Article shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's tender of Non-Conforming Waste. In any instance in which Customer claims indemnity under this Article, Stericycle shall have the right, but not the duty to defend (and control the defense of), Customer in any litigation arising out of the occurrence from which Customer claims that Stericycle's indemnity obligation exists.

Customer hereby agrees to indemnify Stericycle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Stericycle's property, and injuries or death to person or persons, including Stericycle's employees caused by or resulting from Customer's negligence or willful misconduct, Customer's tender of Non-Conforming Waste or Customer's breach of this Agreement.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

Article XII Notices Except as otherwise provided in Article II, all notices required or desired to be given hereunder shall be given in writing to the parties at the address indicated in the first part of this Agreement.

Article XIII Independent Contractor Stericycle's relationship to Customer under this Agreement shall be that of independent contractor. Stericycle is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Stericycle or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Stericycle shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Stericycle, or any of its employees, as employees, agents, joint venturers, or partners of Customer.

Article XIV Amendment and Waiver Except as otherwise provided in Article II, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

Article XV Entire Agreement This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof



WASTE ACCEPTANCE POLICY (APPENDIX A)

INTRODUCTION

Stericycle policy requires compliance with all applicable regulations regarding the collection, Transportation, and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and Documentation, of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator, of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the **minimum** requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** pharmaceuticals, waste containing mercury or other heavy metals, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal EPA Regulations. Stericycle **cannot accept** these excluded materials. In addition, Stericycle **cannot accept** bulk liquids or chemotherapy waste, radioactive materials, fetal remains, or human torsos. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Please contact your local representative for details and packaging specifications.

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. All Stericycle customers are provided with packaging instructions which describe the packaging, maximum weights, proper sealing/closure of inner bags and outer containers and proper packaging of sharps. These instructions are designed to comply with the packaging requirements of 49 CFR 173.197, which require that waste be packaged in a container that is 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; 6) puncture resistant for sharps and sharps with residual fluids; and 7) break-resistant and tightly lidded or stoppered for fluids in quantities greater than 20 cubic centimeters. Waste identified as cultures and stocks must conform to appropriate DOT PG II packaging requirements.

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulations, and company policy Stericycle employees may refuse containers that are: non-conforming as to their contents, unacceptably or improperly packaged, leaking, damaged or likely to create risk of exposure to employees and/or the general public. Proper segregation and packaging is essential to compliant and safe handling and transportation of regulated medical waste.



STERICYCLE WASTE ACCEPTANCE POLICY CHECKLIST

Accepted Waste:

Sharps

(Needles and syringes, scalpel blades, glass pipettes, slides, etc.)

Laboratory Wastes

(Cultures and stocks of Biohazard Level 1, 2, and 3 infectious agents, test tubes)

Contaminated Disposal Material, Equipment, and Instruments

(Includes but is not limited to: blood administration sets, drainage collection devices, disposal gloves and gowns, dressings)

Dialysis Tubing and filters

(Dialyzers)

Blood, Blood Products, Body Fluids

Accepted Waste Which Must Be Identified And Segregated For Incineration

Trace-contaminated Chemotherapy Waste

Empty drug vials, syringes and needles, spill kits, IV tubing and bags contaminated gloves and gowns, and related materials as defined in Federal and state standards

Consult Stericycle Representative for specific exceptions

Pathological Waste

Human or animal body parts, organs, tissues and surgical specimen (exclusive of formaldehyde or other preservative)

Waste NOT Accepted By Stericycle

Pharmaceutical Waste

Must be characterized and certified as non-RCRA hazardous material by generator.

Additional packaging and protocols apply. See Stericycle Representative for details.

Chemicals

Formaldehyde, acids, alcohol, waste oil, solvents, reagents, fixer developer, etc.

Hazardous Waste

Drums or other containers with a hazard warning symbol, batteries, heavy metals, etc.

Radioactive Waste

Any container with a radioactivity level that exceeds regulatory or permitted limit; lead-containing materials

Complete Human Remains

(Cadavers, complete torso, etc.)

Bulk Chemotherapy Waste

Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans

Glass Thermometers, Sphygmomanometers, and Other Medical Devices or Solutions Containing Mercury

Additional waste acceptance policies may apply based on state or permit specific requirements. Please refer to your local Stericycle Representative for additional information. For additional information on container and labeling requirements contact our Stericycle Customer Service location.



SERVICE AGREEMENT FOR WASHINGTON STATE CUSTOMERS ONLY

Customer Name and Address:

Billing Name and Address (if different from Customer Name and Address):

Name:

Address:

City, State, Zip:

Phone Number:

Fax Number:

Contact Name:

ROUTE # SEG CODE SERVICE AREA SEATTLE

CONTAINER CODE SIZE (GALLONS) QTY

PICKUP FREQUENCY once EVERY WEEKS

Service Description: Medical Waste transportation, treatment, and disposal.

Rate Structure: PER CURRENT WUTC TARIFF (Tariff rates include: minimum monthly fee of \$10 and minimum stop fee of \$20)

Date of Service Agreement:

Special Instructions on manifest Cycle begin date

Stericycle, Inc.: Name of Stericycle Contracting Entity Stericycle of Washington 20320 80th Ave S, Kent, WA 98032

Customer: By signing below the customer has read and agreed to the terms listed on the two pages of this document as well as the Waste Acceptance Policy (Appendix A-2 pages)

Signature: Signature:

Name Printed: Jeff Norton Name Printed:

Title: Major Account Executive Title:

TERMS AND CONDITIONS

Article I Biomedical Waste Services Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" - means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-86-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be 'empty' as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" - means (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.



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Article II Term and Payment for Service. This Agreement is for the term of thirty-six months, unless earlier terminated in accordance with applicable law.

Article III Title Title to Biomedical Waste collected from Customer shall be transferred to and vested in Stericycle at the same time the Biomedical Waste is fully loaded into Stericycle's truck. Prior thereto, all title to Biomedical Waste shall be in Customer. Title to Non-Conforming Waste and any waste other than Biomedical Waste shall remain with Customer at all times.

Article IV Liability for Equipment Customer acknowledges that it has the care, custody and control of containers and other equipment owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Therefore, Customer expressly agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement.

Article V Force Majeure Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

Article VI Assignment This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment to a wholly owned affiliate or subsidiary of Stericycle or an assignment by operation of law.

Article VIII Insurance Stericycle and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of this Agreement: Worker's Compensation - Statutory; Employer's Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual Liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence, combined single limit; Environmental Impairment Liability (Contractor only) - as required by applicable law or regulation. To the extent permitted by law, the above insurance requirements may be met, in whole or in part, by a plan of self insurance. Customer and Stericycle agree to furnish, upon request, certificates of insurance attesting to the insurance coverages and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty days prior to cancellation of any policy covered thereunder.

Article IX Provision of Services and Payment for services- Stericycle shall provide the services specified in its tariff as filed with the Washington Utilities and Transportation Commission (WUTC). Generator will pay for these services at the rates specified in the Tariff, as amended from time to time, and on the terms stated in Stericycle's invoices. In addition: (a) Generator shall grant Stericycle safe and unobstructed access to its premises to permit Stericycle to perform its obligations under this Agreement. (b) If Stericycle determines that a shipment contains materials other than Medical Waste and/or materials that Stericycle is not authorized to receive, Stericycle may reject the shipment. Stericycle may assist Generator in the safe disposal of such materials but Generator shall bear all responsibility for such disposal. (c) Medical Waste shall become the property of Stericycle, subject to applicable laws governing such material, upon treatment by Stericycle. (d) Stericycle shall maintain all necessary permits and other authorization required for it to perform its obligations under this agreement. (e) Under this agreement, the actual price of any and all sharps containers purchased by the customer through Stericycle are not price protected for the term of this agreement.

Article X Indemnity Stericycle will indemnify Customer from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Customer's property and injuries to or death of person or persons, including Customer's employees, caused by or resulting from Stericycle's negligence or willful misconduct or Stericycle's breach of this Agreement. The foregoing indemnity from Stericycle to Customer under this Article shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's tender of Non-Conforming Waste. In any instance in which Customer claims indemnity under this Article, Stericycle shall have the right, but not the duty to defend (and control the defense of), Customer in any litigation arising out of the occurrence from which Customer claims that Stericycle's indemnity obligation exists.

Customer hereby agrees to indemnify Stericycle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Stericycle's property, and injuries or death to person or persons, including Stericycle's employees caused by or resulting from Customer's negligence or willful misconduct, Customer's tender of Non-Conforming Waste or Customer's breach of this Agreement.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

Article XII Notices Except as otherwise provided in Article II, all notices required or desired to be given hereunder shall be given in writing to the parties at the address indicated in the first part of this Agreement.

Article XIII Independent Contractor Stericycle's relationship to Customer under this Agreement shall be that of independent contractor. Stericycle is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Stericycle or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Stericycle shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Stericycle, or any of its employees, as employees, agents, joint venturers, or partners of Customer.

Article XIV Amendment and Waiver Except as otherwise provided in Article II, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

Article XV Entire Agreement This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof



WASTE ACCEPTANCE POLICY (APPENDIX A)

INTRODUCTION

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the **minimum** requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative.

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MANAGEMENT OF NON-CONFORMING WASTE

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STERICYCLE WASTE ACCEPTANCE POLICY CHECKLIST

Accepted Waste:

Sharps

(Needles and syringes, scalpel blades, glass pipettes, slides, etc.)

Laboratory Wastes

(Cultures and stocks of Biohazard Level 1, 2, and 3 infectious agents, test tubes)

Contaminated Disposal Material, Equipment, and Instruments

(Includes but is not limited to: blood administration sets, drainage collection devices, disposal gloves and gowns, dressings)

Dialysis Tubing and filters

(Dialyzers)

Blood, Blood Products, Body Fluids

Accepted Waste Which Must Be Identified And Segregated For Incineration

Trace-contaminated Chemotherapy Waste

Empty drug vials, syringes and needles, spill kits, IV tubing and bags contaminated gloves and gowns, and related materials as defined in Federal and state standards
Consult Stericycle Representative for specific exceptions

Pathological Waste

Human or animal body parts, organs, tissues and surgical specimen (exclusive of formaldehyde or other preservative)

Waste NOT Accepted By Stericycle

Pharmaceutical Waste

Must be characterized and certified as non-RCRA hazardous material by generator.
Additional packaging and protocols apply. See Stericycle Representative for details.

Chemicals

Formaldehyde, acids, alcohol, waste oil, solvents, reagents, fixer developer, etc.

Hazardous Waste

Drums or other containers with a hazard warning symbol, batteries, heavy metals, etc.

Radioactive Waste

Any container with a radioactivity level that exceeds regulatory or permitted limit; lead-containing materials

Complete Human Remains

(Cadavers, complete torso, etc.)

Bulk Chemotherapy Waste

Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans

Glass Thermometers, Sphygmomanometers, and Other Medical Devices or Solutions Containing Mercury

Additional waste acceptance policies may apply based on state or permit specific requirements. Please refer to your local Stericycle Representative for additional information. For additional information on container and labeling requirements contact our Stericycle Customer Service location.

Stericycle, Inc Biomedical Waste Service Contract-Washington State

Customer Name and Address:

Billing Name and Address (if different from Customer Name and Address):

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Contact Name: _____

ROUTE # _____ **SEG CODE** _____ **SERVICE AREA SPOKANE SEATTLE**

CONTAINER CODE	SIZE (GALLONS)	QTY
PICKUP FREQUENCY	EVERY	WEEKS

**Special Instructions on
manifest
Cycle begin date**

Service Description: Medical Waste transportation, treatment, and disposal.

Rate Structure: PER CURRENT WUTC TARIFF.
Includes \$10.00 Minimum Monthly Fee

Date of Service Agreement: _____

Stericycle, Inc.:
Name of Stericycle Contracting Entity
Stericycle of Washington
20320 80th Ave S, Kent, WA 98032

Customer:
By signing below the customer has read and agreed to the terms listed on the two pages of this document.

Signature: _____ **Signature:** _____

Name Printed: _____ **Name Printed:** _____

Title: _____ **Title:** _____

TERMS AND CONDITIONS

Article I **Biomedical Waste Services** Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" – means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-86-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be 'empty' as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" – means (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.

Customer is solely responsible for properly segregating, packaging and labeling Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Stericycle. Customer also agrees that all containers supplied to Customer by Stericycle shall be collected and disposed of only by Stericycle or its

designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Stericycle reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Non-Conforming Waste. No containers will be picked up that are improperly packaged or labeled or that are wet or leaking.

Article II Term and Payment for Service. This Agreement is for the term of thirty-six months, unless earlier terminated in accordance with applicable law. This agreement shall be automatically renewed for successive terms equal to original terms of this agreement unless either party has notified the other party in writing, per applicable law, prior to any such renewal date of its desire to terminate this Agreement. Each such automatic renewal shall be for the original term of this agreement, commencing on the relevant renewal date and ending at the completion of the relevant renewal term. All automatic renewals shall be subject to the same terms and conditions as the original agreement.

Article III Title Title to Biomedical Waste collected from Customer shall be transferred to and vested in Stericycle at the same time the Biomedical Waste is fully loaded into Stericycle's truck. Prior thereto, all title to Biomedical Waste shall be in Customer. Title to Non-Conforming Waste and any waste other than Biomedical Waste shall remain with Customer at all times.

Article IV Liability for Equipment Customer acknowledges that it has the care, custody and control of containers and other equipment owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Therefore, Customer expressly agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement.

Article V Force Majeure Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

Article VI Assignment This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment to a wholly owned affiliate or subsidiary of Stericycle or an assignment by operation of law.

Article VIII Insurance Stericycle and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of this Agreement: Worker's Compensation - Statutory; Employer's Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual Liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence, combined single limit; Environmental Impairment Liability (Contractor only) - as required by applicable law or regulation. To the extent permitted by law, the above insurance requirements may be met, in whole or in part, by a plan of self insurance. Customer and Stericycle agree to furnish, upon request, certificates of insurance attesting to the insurance coverages and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty days prior to cancellation of any policy covered thereunder.

Article IX Provision of Services and Payment for services- Stericycle shall provide the services specified in its tariff as filed with the Washington Utilities and Transportation Commission (WUTC). Generator will pay for these services at the rates specified in the Tariff, as amended from time to time, and on the terms stated in Stericycle's invoices. In addition: (a) Generator shall grant Stericycle safe and unobstructed access to its premises to permit Stericycle to perform its obligations under this Agreement. (b) If Stericycle determines that a shipment contains materials other than Medical Waste and/or materials that Stericycle is not authorized to receive, Stericycle may reject the shipment. Stericycle may assist Generator in the safe disposal of such materials but Generator shall bear all responsibility for such disposal. (c) Medical Waste shall become the property of Stericycle, subject to applicable laws governing such material, upon treatment by Stericycle. (d) Stericycle shall maintain all necessary permits and other authorization required for it to perform its obligations under this agreement. (e) Under this agreement, the actual price of any and all sharps containers purchased by the customer through Stericycle are not price protected for the term of this agreement.

Article X Indemnity Stericycle will indemnify Customer from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Customer's property and injuries to or death of person or persons, including Customer's employees, caused by or resulting from Stericycle's negligence or willful misconduct or Stericycle's breach of this Agreement. The foregoing indemnity from Stericycle to Customer under this Article shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's tender of Non-Conforming Waste. In any instance in which Customer claims indemnity under this Article, Stericycle shall have the right, but not the duty to defend (and control the defense of), Customer in any litigation arising out of the occurrence from which Customer claims that Stericycle's indemnity obligation exists.

Customer hereby agrees to indemnify Stericycle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Stericycle's property, and injuries or death to person or persons, including Stericycle's employees caused by or resulting from Customer's negligence or willful misconduct, Customer's tender of Non-Conforming Waste or Customer's breach of this Agreement.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

Article XII Notices Except as otherwise provided in Article II, all notices required or desired to be given hereunder shall be given in writing to the parties at the address indicated in the first part of this Agreement.

Article XIII Independent Contractor Stericycle's relationship to Customer under this Agreement shall be that of independent contractor. Stericycle is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Stericycle or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Stericycle shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Stericycle, or any of its employees, as employees, agents, joint venturers, or partners of Customer.

Article XIV Amendment and Waiver Except as otherwise provided in Article II, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

Stericycle, Inc Biomedical Waste Service Contract-Washington State

Article XV **Entire Agreement** This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof

STERICYCLE OF WASHINGTON BIOMEDICAL WASTE SERVICES AGREEMENT

Customer Name and Address:

Billing Name and Address (if different from Customer Name and Address):

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Contact Name _____

ROUTE # _____ SEG CODE _____ SERVICE AREA (circle one) SEATTLE PORTLAND SPOKANE

CONTAINER CODE _____ SIZE (GALLONS) _____ QTY _____

CONTAINER CODE _____ SIZE (GALLONS) _____ QTY _____

PICKUP FREQUENCY _____ EVERY _____ WEEKS

Service Description: Medical Waste transportation, treatment, and disposal.

Rate Structure:

Date of Service Agreement: _____

Stericycle, Inc.:

Customer:

Name of Stericycle Contracting Entity
Stericycle of Washington, 20320 80th Ave S, Kent, WA 98032

Signature: _____

Signature: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

Special Instructions on manifest

TERMS AND CONDITIONS

Article I Biomedical Waste Services Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" - means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-86-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be 'empty' as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" - means (a) fetal remains and human torsos, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.

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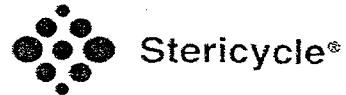
With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

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Article XV Entire Agreement This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof



Dear Dental Customer,

At Stericycle, we are committed to providing services and products that help our customers meet their regulatory obligations. We partner with customers and regulatory agencies to work cooperatively to protect and improve the environment that we all share. The following information including the certification/signature is needed to:

- Insure that our customers are handling their mercury materials in compliance with all local and federal regulations.
- Insure that the mercury materials **are NOT** being packaged as medical/biohazard waste.

Washington State Regulatory Compliance

One area where we need your help is in making sure that all of your waste containing mercury is safely and legally managed. As a dental healthcare provider, you may be currently generating mercury based amalgam waste or collecting this material in an amalgam trap. Under current state and federal regulations, **materials containing mercury are legally classified as a hazardous waste, not medical waste** and cannot be placed in your medical waste container. **We are not allowed to collect or process mercury-containing wastes together with medical waste.**

In order to comply with existing regulations and protect the environment, your mercury waste must be separately managed as hazardous waste. If you generate amalgam waste, you may be already using a licensed hazardous waste recycling or disposal service to dispose of this material.

Stericycle Mercury Mailback Program

Stericycle also provides a convenient solution through our "Mercury Mailback" program. This service provides you with an approved container to use for collecting your mercury waste. When full, the container is sent directly to a licensed hazardous waste recycler. The cost of the container, the shipping and the recycling are included in one price.

Certification Form

Because it is so important to insure that mercury waste is safely and legally managed, we must have the enclosed certification form filled out and signed before your next medical waste pickup. **The information you provide will help us confirm that your mercury waste is being handled properly. Please note that we need to have this signed prior to the driver accepting your medical waste container.** If you would like more information about our "Mercury Mailback" program, or have any questions about your service, please check where indicated and a Stericycle representative will contact you. You should also feel free to call us at (800)-(755-3291) if you have any questions about the enclosed certification form.

Thank you for your understanding and assistance with this request. Working together, as we have in the past, we can all improve the quality of our environment.

Sincerely,

Mike Philpott, District Manager

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In Re Application No. GA-079251 of

HAROLD LeMAY ENTERPRISES, INC.,
ET AL.,

For an Extension of Certificate No. G-98 for a
Certificate of Public Convenience and Necessity

In Re Application No. GA-079254 of

KLEEN ENVIRONMENTAL
TECHNOLOGIES, INC.

For a Certificate of Public Convenience and
Necessity

In Re Application No. GA-079266 of

RUBATINO REFUSE REMOVAL, INC.

For an Extension of Certificate No. G-58 for a
Certificate of Public Convenience and Necessity
to Operate Motor Vehicles in Furnishing Solid
Waste Collection Service

CONSOLIDATED DOCKET NOS.

DOCKET NO. TG-040221

DOCKET NO. TG-040248

DOCKET NO. TG-040553

**PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S FIRST DATA
REQUESTS TO APPLICANT HAROLD
LEMAY ENTERPRISES, INC.**

TO: HAROLD LEMAY ENTERPRISES, INC., and
AND TO: James K. Sells of Ryan Sells Uptegraft, Inc., Attorney for Applicant

Pursuant to WAC 480-07-400, Protestant Stericycle of Washington, Inc. ("Stericycle")
propounds the following data requests to Applicant Harold LeMay Enterprises, Inc.
("Applicant") to be answered within ten (10) days after service. These data requests are

PROTESTANT STERICYCLE OF WASHINGTON,
INC.'S FIRST DATA REQUESTS TO APPLICANT
HAROLD LeMAY ENTERPRISES, INC. - 1
SEA_DOCS:714547.1

continuing in nature, and if you obtain additional or different information after responding to them, you are required to file a supplemental response through the date of hearing herein.

DATA REQUEST NO. 1:

Please provide copies of all form customer contracts, agreements or purchase orders used by Applicant in connection with its biomedical waste collection services between 2001 and the present, including copies of any documents referenced therein.

DATA REQUEST NO. 2:

Please provide copies of all information, brochures or other materials which Applicant has provided to new biomedical waste collection customers or potential customers to describe Applicant's biomedical waste collection services between 2001 and the present.

DATA REQUEST NO. 3:

Please provide copies of all forms of manifests, bills of lading, receipts or other shipping documents used by Applicant in connection with its biomedical waste collection services between 2001 and the present.

DATA REQUEST NO. 4:

Please provide copies of all forms of invoices or other billing documents used by Applicant in billing its customers for biomedical waste collection services between 2001 and the present.

DATA REQUEST NO. 5:

Please provide copies of all forms of any documents or records provided by Applicant to its biomedical waste collection customers to certify, confirm or evidence processing, decontamination, destruction or other disposal of biomedical waste collected from its customers between 2001 and the present. For purposes of these data requests, "processing" shall mean any manner of handling or treatment intended to render the waste non-infectious.

DATA REQUEST NO. 6:

Please provide copies of all forms of any documents or records provided to Applicant by any person to certify, confirm or evidence processing, decontamination, destruction or other disposal of biomedical waste collected by Applicant between 2001 and the present.

DATA REQUEST NO. 7:

Please provide copies of all forms of any waste acceptance protocols or other documents used by Applicant to inform customers of the types of biomedical waste Applicant accepts or has accepted in connection with its biomedical waste collection services between 2001 and the present.

DATA REQUEST NO. 8:

Please provide copies of all documents or records routinely made or maintained by Applicant between 2001 and the present with respect to transfers of a generator's biomedical waste to, from or between trucks, trailers, vehicles, storage trailers, storage containers or other storage facilities in connection with Applicant's biomedical waste collection services. In addition, please describe in detail the manner by which Applicant has recorded such transfers between 2001 and the present.

DATA REQUEST NO. 9:

Has Applicant held in its possession or otherwise stored biomedical waste for more than 48 hours after collection but prior to processing, decontamination, destruction or other disposal at any time between 2001 and the present? If so, please describe in detail (a) the locations, equipment and facilities used for such storage; (b) any measures taken to protect or secure such facilities; (c) whether such storage facilities are or were refrigerated; and (c) the manner in which such facilities were used by Applicant, including the frequency of such storage, the quantity stored and the longest period of time for which any generator's biomedical waste was held or stored by Applicant after collection but prior to processing, decontamination, destruction or other disposal.

DATA REQUEST NO. 10:

Please describe in detail all terminals, transfer yards, storage facilities or other facilities used by Applicant for the staging or storage of vehicles or trailers, the storage of waste or the transfer or consolidation of vehicle loads in connection with Applicant's biomedical waste collection services presently and at the time that Applicant's application was filed herein.

DATA REQUEST NO. 11:

Please identify and describe all vehicles, trailers and other transportation equipment used by Applicant in connection with its biomedical waste collection services presently and at the time that Applicant's application was filed herein.

DATA REQUEST NO. 12:

Please identify each type of container, liner, red bag, sharps container or other packaging device or material used by Applicant or Applicant's customers in packaging biomedical waste in connection with Applicant's biomedical waste collection services presently and at the time that

Applicant's application was filed herein and produce an example of each type of container, liner, red bag, sharps container or other packaging device or material for inspection by Stericycle.

DATA REQUEST NO. 13:

Please describe in detail any safety training or other training regularly provided to Applicant's employees in connection with Applicant's biomedical waste collection services between 2001 and the present and provide copies of any and all records maintained by Applicant with respect to such training.

DATA REQUEST NO. 14:

Please provide copies of any and all safety training manuals or materials and other training manuals or materials provided by Applicant to its employees or otherwise used by Applicant in training its employees in connection with Applicant's biomedical waste collection services between 2001 and the present.

DATA REQUEST NO. 15:

Please provide copies of any and all standard form labels used by Applicant or Applicant's customers to label biomedical waste containers as to the identify the generator of biomedical waste collected by Applicant.

DATA REQUEST NO. 16:

Please provide copies of all contracts or agreements currently in effect for the processing, decontamination, destruction or other disposal of biomedical waste collected by Applicant, and all such contracts or agreements on which Applicant will rely at hearing to demonstrate the availability to Applicant of disposal facilities adequate to support Applicant's proposed biomedical waste collection services in the territory covered by its application herein.

DATA REQUEST NO. 17:

Please provide the name, address and telephone number of all facilities used by Applicant for processing, decontamination, destruction or other disposal of biomedical waste collected by Applicant from 2001 to the present and describe the technology utilized by each such facility for processing, decontamination, destruction or other disposal.

DATA REQUEST NO. 18:

Please describe in detail any arrangements Applicant has made to have a backup facility available to it in case the primary facility it uses for the processing, decontamination, destruction or other disposal of biomedical waste closes or is otherwise unavailable to handle Applicant's biomedical waste and provide copies of any and all contracts or agreements currently in effect for with any facility for such backup services.

DATA REQUEST NO. 19:

Please provide copies of all documents or records (or examples of standard documents or records) used or maintained by Applicant to evidence or record Applicant's delivery of biomedical waste to any person for processing, decontamination, destruction or other disposal between 2001 and the present. In addition, please describe in detail the manner and means by which Applicant has recorded such deliveries between 2001 and the present.

DATA REQUEST NO. 20:

Please provide copies of all documents or records (or examples of standard form documents or records) provided to Applicant by any person to whom Applicant has delivered biomedical waste for processing, decontamination, destruction or other disposal to evidence receipt and/or disposal of such biomedical waste between 2001 and the present. In addition, please describe in detail the manner and means by which Applicant has recorded, evidenced or confirmed the processing, decontamination, destruction or other disposal of biomedical waste collected by Applicant between 2001 and the present.

DATA REQUEST NO. 21:

Please provide copies of all advertising, yellow page listings, other listings, sales brochures, business cards, internet web pages and promotional materials of any kind or description used by Applicant from 2001 to the present to solicit customers or to inform biomedical waste generators of Applicant's biomedical waste collection services. For advertising, listings or other promotional materials published in newspapers, newsletters or other independent publications, please identify the publication and the period during which such advertisement, listing or other promotional material appeared in such publication.

DATA REQUEST NO. 22:

Please describe in detail any and all efforts made by Applicant to solicit customers for, or to inform biomedical waste generators of, Applicant's biomedical waste collection services between 2001 and the present.

DATA REQUEST NO. 23:

Please itemize and describe in detail any and all costs incurred by Applicant for marketing activities directly related to its biomedical collection services, other activities directly related to the solicitation of customers for its biomedical waste collection services or other activities directly related to informing biomedical waste generators of Applicant's biomedical waste collection services each year from 1999 to the present.

DATA REQUEST NO. 24:

Please state the number of (a) small quantity generators and (b) large quantity generators that have used Applicant's biomedical waste collection services each year from 1999 to the

present. For the purpose of these data requests, please consider any generator that Applicant bills an average of \$500 or more per month in any year to be a "large quantity generator" and any other generator to be a "small quantity generator."

DATA REQUEST NO. 25:

Please state the quantity of biomedical waste, by volume or other standard measure, collected by Applicant each year from 1999 to the present from (a) small quantity generators and (b) large quantity generators.

DATA REQUEST NO. 26:

Please state the number of (a) large quantity biomedical waste generators and (b) small quantity biomedical waste generators presently served by Applicant in each U.S. postal zip code within the service territory Applicant is presently authorized to serve.

DATA REQUEST NO. 27:

Please provide the name, title, address and telephone number of each officer or employee of Applicant who engaged in activities related to Applicant's biomedical waste collection services at any time between 2001 and the present.

DATA REQUEST NO. 28:

For each person identified in response to immediately preceding Data Request, please describe (a) the nature of the activities performed by such person related to Applicant's biomedical waste collection services and (b) the percentage of their employment, as a percentage of full time employment, devoted to such activities.

DATA REQUEST NO. 29:

Please itemize in detail Applicant's investment in plant, facilities and equipment employed by Applicant in connection with its biomedical waste collection services as of the end of Applicant's most recent complete fiscal year in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file under WAC 480-70-071. If such plant, facilities or equipment is used in connection with any other solid waste collection services or any other business, please indicate the percentage of Applicant's investment, by asset, allocable to Applicant's biomedical waste collection services. The information required by this Data Request is to be calculated and presented in accordance with the requirements applicable to the Annual Reports of Class A solid waste collection companies.

DATA REQUEST NO. 30:

Please itemize in detail all revenues and expenses allocable to Applicant's biomedical waste collection services during Applicant's most recent complete fiscal year in the manner,

format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file under WAC 480-70-071. The information required by this Data Request is to be calculated and presented in accordance with the requirements applicable to the Annual Reports of Class A solid waste collection companies.

DATA REQUEST NO. 31:

Please identify (by court, case number and date of filing) any lawsuit in which Applicant or any of its shareholders, officers or directors has been involved as a named party.

DATA REQUEST NO. 32:

Please itemize in detail all revenues and expenses projected by Applicant for its proposed biomedical waste collection services in the additional territory covered by its application herein in the first twelve (12) months of operations in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file under WAC 480-70-071.

DATA REQUEST NO. 33:

Please provide the full name and address of each of Applicant's shareholders, officers and directors.

DATA REQUEST NO. 34:

Does Applicant contend that there is a generator need or other public need for Applicant's biomedical waste collection services in the service territory covered by Applicant's application? If so, please (a) describe in detail each of Applicant's contentions and the factual basis for each such contention; (b) provide the name, address, employer and job title of any witness expected to testify in support of each such contention; and (c) identify with specificity any other witness with knowledge or other evidence relevant to such contention.

DATA REQUEST NO. 35:

Please provide the name and address of each generator of biomedical waste in the state of Washington known or believed by Applicant to be dissatisfied with the biomedical waste collection services currently available to such generator in the territory covered by Applicant's application; provide the name and job title of each employee of such generator who has communicated such dissatisfaction to Applicant; describe the manner or method in which such dissatisfaction has been communicated to Applicant (and provide a copy of such communication if made in written, recorded or electronic form); and describe in detail the reasons identified by each such generator for its dissatisfaction.

DATA REQUEST NO. 36:

Does Applicant contend that the public interest requires or supports the extension of Applicant's biomedical waste collection services to the additional service territory covered by Applicant's application? If so, please (a) describe in detail each of Applicant's contentions and the factual basis for each such contention; (b) provide the name, address, employer and job title of any witness expected to testify in support of each such contention; and (c) identify with specificity any other witness with knowledge or other evidence relevant to such contention.

DATA REQUEST NO. 37:

Does Applicant contend that the public convenience and necessity requires or supports the extension of Applicant's biomedical waste collection services to the additional service territory covered by Applicant's application? If so, please (a) describe in detail each of Applicant's contentions and the factual basis for each such contention; (b) provide the name, address, employer and job title of any witness expected to testify in support of each such contention; and (c) identify with specificity any other witness with knowledge or other evidence relevant to such contention.

DATA REQUEST NO. 38:

Does Applicant contend that it will offer services to biomedical waste generators in the territory covered by its application that are not already offered by Stericycle of Washington, Inc. or that Applicant's services will be superior in some respect to the services offered by Stericycle of Washington, Inc.? If so, please (a) describe in detail each of Applicant's contentions and the factual basis for each such contention; (b) provide the name, address, employer and job title of any witness expected to testify in support of each such contention; and (c) identify with specificity any other witness with knowledge or other evidence relevant to such contention.

DATA REQUEST NO. 39:

Please provide the name, job title, address, telephone number, employer and a summary of the anticipated testimony of any witness that Applicant expects to call to testify at the hearing in this matter in support of Applicant's application.

DATA REQUEST NO. 40:

Please provide copies of all written, electronically recorded or otherwise recorded operating plans, policies, procedures, safety training manuals or materials and other training manuals or materials used by Applicant in connection with its biomedical waste collection services presently and at the time its application was filed herein.

DATA REQUEST NO. 41:

Please provide copies of any citations, notices of violation, complaints, orders or other communications from any governmental authority or other person asserting, identifying or

otherwise related to any violation of law or alleged violation of law by Applicant, its officers or employees, or requiring any action by Applicant to comply with an obligation imposed or allegedly imposed by law, at any time from 1999 to the present.

DATA REQUEST NO. 42:

Please provide copies of any and all records, documents or communications, however recorded, related to any biomedical waste customer complaint or any dispute between Applicant and any of its biomedical waste customers from 1999 to the present.

DATA REQUEST NO. 43:

With respect to each of the foregoing Data Requests, please provide the name of each officer or employee of Applicant or other person who assisted in the preparation of Applicant's response.

DATED this 1st day of July, 2004.

Respectfully submitted,

GARVEY SCHUBERT BARER

By Stephen B. Johnson

Stephen B. Johnson, WSBA #6196

Charles L. Cottrell, WSBA #31984

Attorneys for Protestant Stericycle of
Washington, Inc.

1191 Second Avenue, 18th Floor

Seattle, WA 98101

206-464-3939

Direct: 206-816-1385

Fax: 206-464-0125

Email: sjohnson@gsblaw.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the persons and entities listed below by electronically transmitting this document in both PDF and Microsoft Word formats to the e-mail address for each person shown below and that, in addition, I have this day deposited a copy of said document in the United States mail, addressed to each such person at the mailing address shown below, with first class postage prepaid.

PROTESTANT STERICYCLE OF WASHINGTON, INC.'S FIRST DATA REQUESTS TO APPLICANT HAROLD LEMAY ENTERPRISES, INC.

For Kleen Environmental:

Greg Haffner
Curran Mendoza
555 W. Smith Street
Kent, WA 98035
Fax: 253-852-2040
Email: gwh@curranmendoza.com

For WRRRA, LeMay, Rubatino and Consolidated:

James K. Sells
Ryan Sells Uptegraft, Inc.
9657 Levin Road N.W., Suite 240
Silverdale, WA 98383
Fax: 206-360-307-8865
Email: jimsells@rsulaw.com

For Commission Staff:

Greg Trautman, Asst. Attorney General
1400 S. Evergreen Park Drive S.W.
P.O. Box 40128
Olympia, WA 98504-0128
fax: 360-586-5522
Email: Gtrautma@wutc.wa.gov

DATED at Seattle, WA this 1st day of July, 2004



Rondi Susort

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BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

HAROLD LeMAY ENTERPRISES, INC., ET
AL

Consolidated Docket Nos.
TG-040221, TG-040248 and
TG-040553

For an Extension of Certificate No.
G-98 for a Certificate of Public Convenience
and Necessity

.....
In re Application No. GA-079254 of

KLEEN ENVIRONMENTAL
TECHNOLOGIES, INC.

RESPONSES OF HAROLD LeMAY
ENTERPRISES, INC. TO 1ST DATA
REQUESTS OF STERICYCLE OF
WASHINGTON, INC.

For a Certificate of Public Convenience and
Necessity

.....
In re Application No. GA-079226 of

RUBATINO REFUSE REMOVAL, INC.

For an Extension of Certificate No.
G-58 for a Certificate of Public Convenience
and Necessity to Operate Motor Vehicles in
Furnishing Solid Waste Collection Service

Data Request No. 1:

Harold LeMay Enterprises has not used contracts, written agreements, or purchase orders from 2001 to present. Rates and limitations are on file with WUTC, Tariff No. IW-1 issued 08/29/91.

Data Request No. 2:

Information requested is attached.

LeMay's Responses to 1st Data Requests of
Stericycle - 1
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7.14.04

Ryan Sells Uptegraft, Inc. P.S.
9657 Levin Road N.W., Suite 240
Silverdale, WA 98383
360-307-8860 Fax 360-307-8865

1 **Data Request No. 3:**

2 Information requested is attached.

3 **Data Request No. 4:**

4 Information requested is attached.

5 **Data Request No. 5:**

6 Information requested is attached.

7 **Data Request No. 6:**

8 Information requested is attached.

9 **Data Request No. 7:**

10 Information requested is attached.

11 **Data Request No. 8:**

12 Prior to January of 2004 biomedical waste was picked up in a route truck then
13 transferred to a storage trailer that was annually inspected by the Tacoma Pierce County
14 Health Department. Copies of waste hauling records were maintained listing the serial
15 numbered boxes stored on the trailer. Since January of 2004 biomedical waste is
16 routinely transported to the disposal facility on the same truck in which it is picked up
17 in from the generator. Copies of waste hauling records are maintained listing the serial
18 number of each box and the generator of the waste.

19 **Data Request No. 9:**

20 Prior to January of 2004 biomedical waste was consolidated onto a storage trailer and
21 stored for greater than 48 hrs.

22 (a) Biomedical waste was stored in a trailer that was inspected by the TPCHD. The
23 trailer was located in our equipment storage yard located at the corner of Pacific Ave
24 and 144th St in Tacoma, WA.

25 (b) The biomedical waste storage trailer was locked and kept within the confines of our
26 fenced equipment yard.

(c) The storage trailer used to store biomedical waste was either a refrigerated trailer or
a dry van trailer based on seasonal temperatures. Prior to January of 2004 biomedical
waste was stored longer than 48 hrs in accordance with storage temperatures prescribed
by TPCHD.

Data Request No. 10:

Vehicles used for the transportation of biomedical waste are parked in our yard at 13502
Pacific Ave in Tacoma, WA. Biomedical waste remains on these vehicles until
transported to the incineration facility every other day. The biomedical waste is
transported to the incineration facility on the same vehicle that it is picked up from the
generator. Biomedical waste is transferred to a backup vehicle for transport if

1 mechanical defects prevent safe transport to the incineration facility. Currently
2 biomedical waste is only consolidated to a larger vehicle if volume exceeds vehicle
3 capacity.

3 **Data Request No. 11:**

<u>Vehicle Number</u>	<u>Make</u>	<u>Year</u>	<u>Type</u>
4 9580	Isuzu	2002	Cube Van
5 9514	Ford	1995	Cube Van
6 8197	Great Dane	1992	Dry Van Trailer
8172	Timpte	1984	Refrigerated Trailer

7 **Data Request No. 12:**

8 Containers for the collection of biomedical waste are cardboard boxes with a red plastic
9 liner in 10, 20, or 30 gallon sizes. Each box is closed and taped shut at the time of
10 pickup. Hard plastic containers are available to customers on request. Sharps containers
11 are provided by the customer and placed in the lined cardboard box provided by LeMay
12 Enterprises.

11 **Data Request No. 13:**

12 Employees who handle biomedical waste are trained in handling blood borne
13 pathogens, spill cleanup procedures, and DOT required training.

13 **Data Request No. 14:**

14 Information requested is attached.

15 **Data Request No. 15:**

16 All biomedical waste containers are marked with a serial number that identifies the
17 month, date, and sequential container number. This serial number is recorded on the
18 Waste Hauling record.

17 **Data Request No. 16:**

18 Information requested is attached.

20 **Data Request No. 17:**

<u>Facility Name</u>	<u>Address</u>	<u>Telephone</u>
21 1. Land Recovery, Inc (Backup facility)	17925 Meridian St E., Puyallup, WA Process Used: Autoclave	(253)-247-1555
22 2. Covanta Marion, Inc (Primary facility)	4850 Brooklake Rd NE, Brooks, OR Process Used: Incineration	(503)-393-0890
23 3. Recomp of Washington	1524 Slater Rd, Bellingham, WA	

24 **Data Request No. 18:**

25 The following facility is used for backup only, in case of the closure of our primary
26 facility.

LeMay's Responses to 1st Data Requests of
Stericycle - 3
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7.14.04

Ryan Sells Uptegraft, Inc. P.S.
9657 Levin Road N.W., Suite 240
Silverdale, WA 98383
360-307-8860 Fax 360-307-8865

1 Land Recovery, Inc 17925 Meridian St E., Puyallup, WA (253)-247-1555
2 Process Used: Autoclave

3 **Data Request No. 19:**

Information requested is attached.

4 **Data Request No. 20:**

Information requested is attached.

5 **Data Request No. 21:**

6 Copy of annual advertisement in Dex / Qwest yellow pages is attached.

7 Copies of business cards are attached.

8 **Data Request No. 22:**

9 1. Mass mailing of material described in Data Request No. 2 in January of 2004 to
generators of biomedical waste in Pierce and Thurston counties.

10 2. Targeted mailing to King County hospitals, of survey to determine interest of an
additional biomedical waste hauler in February of 2004.

11 **Data Request No. 23:**

12 1. Approximate cost of mass mailing in January 2004: \$120.00

2. Approximate cost of targeted survey in February 2004: \$ 20.00

13 **Data Request No. 24:**

14 1. Number of large quantity generators as defined:

15 2. Number of small quantity generators as defined:

16 **Data Request No. 25:**

Applicant does not segregate records in this manner.

17 **Data Request No. 26:**

18 Applicant does not keep records by zip code.

19 **Data Request No. 27:**

<u>Name</u>	<u>Position</u>	<u>Address</u>	<u>Telephone</u>
20 Shannon Silva	no longer employed		
Debi Howard	no longer employed		
21 Thor Rude	no longer employed		
Sid Colby	Driver	13502 Pacific Ave	Tacoma, WA 253-539-0060
22 David Kinnear	Driver	13502 Pacific Ave	Tacoma, WA 253-539-0060
Jassen Smith	Helper	13502 Pacific Ave	Tacoma, WA 253-539-0060
23 James Jenkins	Driver	13502 Pacific Ave	Tacoma, WA 253-539-0060
Jessie Bailey	Driver	13502 Pacific Ave	Tacoma, WA 253-539-0060
24 Renata Ireland	Cust Serv	13502 Pacific Ave	Tacoma, WA 253-539-0060
25 Diane Davis	Cust Serv	13502 Pacific Ave	Tacoma, WA 253-539-0060
Sarah Schammel	Cust Serv	13502 Pacific Ave	Tacoma, WA 253-539-0060

26 LeMay's Responses to 1st Data Requests of
Stericycle - 4

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7.14.04

Ryan Sells Uptegraft, Inc. P.S.
9657 Levin Road N.W., Suite 240
Silverdale, WA 98383
360-307-8860 Fax 360-307-8865

1	Larry Meany	Manager	13502 Pacific Ave	Tacoma, WA	253-539-0060
	Norman LeMay	Vice Pres	6513 Marvin Rd NE	Olympia, WA	253-536-4423
2	Nancy LeMay	President	13502 Pacific Ave	Tacoma, WA	253-536-4402

3

4 **Data Request No. 28:**

4	Sid Colby	Route Driver			100%
5	David Kinnear	Backup Driver & Transfer Driver			<5%
	Jassen Smith	Driver Helper			as needed
6	James Jenkins	Transfer Driver to Covanta			<20%
	Jessie Bailey	Transfer Driver to Covanta			as needed
7	Renata Ireland	Customer Service / Dispatch			<10%
	Diane Davis	Customer Service / Billing			<10%
8	Sarah Schammel	Customer Service / Dispatch			<10%
	Larry Meany	Commercial Division Manager			<10%
9	Norman LeMay	Vice President / Operations			<10%
10	Nancy LeMay	President			<10%

11

12 **Data Request No. 29:**

12 Information requested is on file with WUTC.

13

14 **Data Request No. 30:**

14 Information requested is on file with WUTC.

15

16 **Data Request No. 31:**

15 Object; overbroad. Applicant has been in business for over 60 years and has been involved in numerous legal actions, none involving medical waste.

17

18 **Data Request No. 32:**

17 No projections have been established.

19

20 **Data Request No. 33:**

<u>Name</u>	<u>Address</u>	<u>Title</u>
20 Nancy LeMay	13502 Pacific Ave Tacoma, WA	Chair, President, Treasurer
21 Norman LeMay	6513 Marvin Rd NE Olympia, WA	Vice President – Operations
21 Douglas LeMay	12915 S. C St Tacoma, WA	Vice President – Fleet
22 Harold LeMay	1637 s. 105 th St Tacoma, WA	Vice President – Real Estate
22 Barbara LeMay-Quinn	14116 Scott Turner Eatonville, WA	Secretary

23

24 **Data Request No. 34:**

24 See attached responses to survey completed by King County Hospitals.

25

26 **Data Request No. 35:**

26 LeMay's Responses to 1st Data Requests of Stericycle - 5
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 7.14.04

Ryan Sells Uptegrift, Inc. P.S.
 9657 Levin Road N.W., Suite 240
 Silverdale, WA 98383
 360-307-8860 Fax 360-307-8865

1 See attached responses to survey completed by King County Hospitals.

2 **Data Request No. 36:**

3 Certain areas, such as King County, are able to support two medical waste providers. It
4 is Applicant's experience and belief that in these areas many generators desire a choice, and
5 many would prefer to deal with a local company. This is the result of personal contacts and the
6 above-referenced survey. Larry Meany, Commercial Division Manager.

7 **Data Request No. 37:**

8 See No. 36. Also, Applicant provides a closer disposal site, a more readable certificate,
9 is local and believes it provides a better level of service. Larry Meany.

10 **Data Request No. 38:**

11 See No. 36 and 37.

12 **Data Request No. 39:**

13 Larry Meany: Current medical waste program and need for service in the requested
14 areas. John Lloyd, Comptroller, and CFO Scott Renner will testify as to Applicant's financial
15 ability to perform the service. Applicant objects to disclosure of shipper witnesses without a
16 protective order.

17 **Data Request No. 40:**

18 Information requested is attached.

19 **Data Request No. 41:**

20 No violations known.

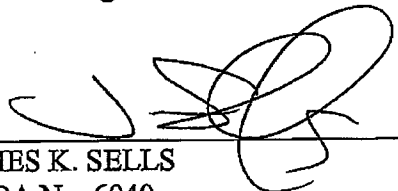
21 **Data Request No. 42:**

<u>Date</u>	<u>Customer</u>	<u>Nature</u>
January 2003:	Tacoma Radiology Associates	Poor Service; lost customer

22 **Data Request No. 43:**

23 Larry Meany Commercial Division Manager

24 DATED this 14 day of July, 2004.



JAMES K. SELLS
WSBA No. 6040
Attorney for Harold LeMay Enterprises, Inc.
RYAN SELLS UPTEGRAFT, INC. P.S.
9657 Levin Rd. NW, Suite 240
Silverdale, WA 98383
(360) 307-8860

**RESPONSE TO DATA REQUESTS
NO. 34 AND 35**



13502 PACIFIC AVENUE
P.O BOX 44459 • TACOMA, WA 98444-0459
PHONE 253-539-0060

Saint Francis Hospital
34515 9th Ave South
Federal Way, WA 98003

Dear Infectious Waste Manager,

This letter is to introduce our company to you as a potential alternative for the transportation of the infectious waste generated from your facility. We are LeMay Enterprises, a locally owned company with a long standing reputation for providing high quality waste hauling services in the South Puget Sound area, to include Tacoma, Olympia, Aberdeen, Centralia and surrounding areas. We are currently exploring the feasibility of expanding our infectious waste hauling service to King County.

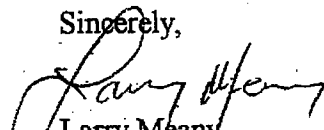
Currently, our intent is to determine the interest of the greater King County health care community in having an additional infectious waste hauler which provides superior service to health care providers. We will present our findings to the Washington State Utilities and Transportation Commission in an attempt to gain regulatory authority to provide infectious waste hauling service in King County.

We would deeply appreciate your assistance in providing this vital information. Please rest assured that by responding you are in no way making any commitments to us for service. We will only be using your responses to present the commission with factual findings that indicate the level of interest from the King County health care community.

Attached is a response form and a self-addressed, postage paid envelope. Thank you very much for your vital feedback. We look forward to the opportunity to service your infectious waste disposal needs in the future. If you have any questions regarding our services please don't hesitate to contact me directly at (253)-536-4420. I will be glad to provide you with information about our company and the services we provide.

Thanks again for your help!

Sincerely,



Larry Meany
Division Manager

DIVISION OF HAROLD Le MAY ENTERPRISES, INC.
Member of: National Solid Waste Management Association
Washington Waste Management Association

King County Infectious Waste Survey

Yes;

I am interested in increasing competition and having an additional choice for infectious waste service providers in King County.

No;

I am not interested in having an additional infectious waste service provider in King County at this time.

If you prefer a business card may be attached in the area below.

Name: _____

+ CATHOLIC HEALTH
INITIATIVES

e f

Facility Name:

Franciscan
Health System

34515 9th Ave. South
Federal Way, WA
98003

Street:

Phone 253.942.4111
253.927.9700
Ext. 1251200

City, State, Zip

CHET ZYGMUNT
Facilities Manager

Fax 253.952.7944
Email chetzygmunt@
chivest.com

Signature: _____

Date: _____

King County Infectious Waste Survey

Yes;

I am interested in increasing competition and having an additional choice for infectious waste service providers in King County.

No;

I am not interested in having an additional infectious waste service provider in King County at this time.



Chuck Thorell, C.H.E.M.
Manager

Environmental Services
12040 NE 128th Street
Kirkland, WA 98034-3098
cthorell@evergreenhealthcare.org

Tel: 425-899-1783
Fax: 425-899-3608

attached in the area below.

Signature: _____

Date: _____



13502 PACIFIC AVENUE
P.O BOX 44459 • TACOMA, WA 98444-0459
PHONE 253-539-0060

Swedish Medical Center / Ballard

~~PO Box 70707~~ 5300 TALMAN AVE NW
Seattle, WA 98107

Dear Infectious Waste Manager,

This letter is to introduce our company to you as a potential alternative for the transportation of the infectious waste generated from your facility. We are LeMay Enterprises, a locally owned company with a long standing reputation for providing high quality waste hauling services in the South Puget Sound area, to include Tacoma, Olympia, Aberdeen, Centralia and surrounding areas. We are currently exploring the feasibility of expanding our infectious waste hauling service to King County.

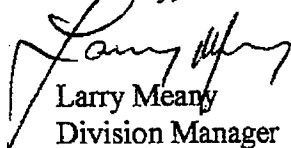
Currently, our intent is to determine the interest of the greater King County health care community in having an additional infectious waste hauler which provides superior service to health care providers. We will present our findings to the Washington State Utilities and Transportation Commission in an attempt to gain regulatory authority to provide infectious waste hauling service in King County.

We would deeply appreciate your assistance in providing this vital information. Please rest assured that by responding you are in no way making any commitments to us for service. We will only be using your responses to present the commission with factual findings that indicate the level of interest from the King County health care community.

Attached is a response form and a self-addressed, postage paid envelope. Thank you very much for your vital feedback. We look forward to the opportunity to service your infectious waste disposal needs in the future. If you have any questions regarding our services please don't hesitate to contact me directly at (253)-536-4420. I will be glad to provide you with information about our company and the services we provide.

Thanks again for your help!

Sincerely,


Larry Meany
Division Manager

DIVISION OF HAROLD Le MAY ENTERPRISES, INC.

Member of: National Solid Waste Management Association
Washington Waste Management Association

King County Infectious Waste Survey

Yes; I am interested in increasing competition and having an additional choice for infectious waste service providers in King County.

No; I am not interested in having an additional infectious waste service provider in King County at this time.

If you prefer a business card may be attached in the area below.

Name: _____

Facility Name: _____

Street: _____

City, State, Zip: _____



SWEDISH MEDICAL CENTER | BALLARD

Rence Masterson
Facility Manager
Physical Resource Management

5300 Tallman Ave. N.W. Seattle, WA 98107-1507
Phone (206) 781-6237 Fax (206) 781-6117
rence.masterson@swedish.org

Signature: _____

Rence Masterson

Date: _____

3/12/04

King County Infectious Waste Survey

Yes;

I am interested in increasing competition and having an additional choice for infectious waste service providers in King County.

No;

I am not interested in having an additional infectious waste service provider in King County at this time.

If you prefer a business card may be attached in the area below.

Name: _____

Facility Name: _____

Trammell Crow Company

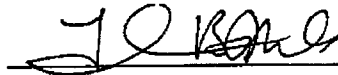
Street: _____

Thomas Mills
Environmental Services Supervisor

City, State, Zip: _____

Group Health Cooperative Account
201 16th Avenue East MS CSB-90113 Seattle, Washington 98112
Main 206-326-3300 Direct 206-326-2043
Fax 206-326-3325 Pager 206-314-1025
tmills@trammellcrow.com

Signature: _____



Date: _____

3-25-04



13502 PACIFIC AVENUE
P.O. BOX 44459 • TACOMA, WA 98444-0459
PHONE 253-539-0060

Harborview Medical Center
325 Ninth Ave
Seattle, WA 98104

Dear Infectious Waste Manager,

This letter is to introduce our company to you as a potential alternative for the transportation of the infectious waste generated from your facility. We are LeMay Enterprises, a locally owned company with a long standing reputation for providing high quality waste hauling services in the South Puget Sound area, to include Tacoma, Olympia, Aberdeen, Centralia and surrounding areas. We are currently exploring the feasibility of expanding our infectious waste hauling service to King County.

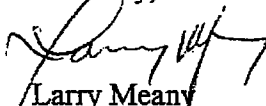
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We would deeply appreciate your assistance in providing this vital information. Please rest assured that by responding you are in no way making any commitments to us for service. We will only be using your responses to present the commission with factual findings that indicate the level of interest from the King County health care community.

Attached is a response form and a self-addressed, postage paid envelope. Thank you very much for your vital feedback. We look forward to the opportunity to service your infectious waste disposal needs in the future. If you have any questions regarding our services please don't hesitate to contact me directly at (253)-536-4420. I will be glad to provide you with information about our company and the services we provide.

Thanks again for your help!

Sincerely,



Larry Meany
Division Manager

DIVISION OF HAROLD Le MAY ENTERPRISES, INC.

Member of: National Solid Waste Management Association
Washington Waste Management Association

King County Infectious Waste Survey

Yes;

I am interested in increasing competition and having an additional choice for infectious waste service providers in King County.

No;

I am not interested in having an additional infectious waste service provider in King County at this time.

If you prefer a business card may be attached in the area below.

Name: _____

Facility Name: _____

Street: _____

City, State, Zip: _____

Signature: _____

Date: _____

Kathryn M. Olf
Operations Manager of Environmental Services
Department of Hospitality Services, Box 359793

325 Ninth Avenue
Harborview Hall, BHH10
Seattle, WA 98104-2499
206-341-4020
FAX: 206-731-8635
Email:
kathyo@u.washington.edu



Owned by King County and Managed by the University of Washington

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In Re Application No. GA-079251 of

HAROLD LeMAY ENTERPRISES, INC.,
ET AL.,

For an Extension of Certificate No. G-98 for a
Certificate of Public Convenience and Necessity

In Re Application No. GA-079254 of

KLEEN ENVIRONMENTAL
TECHNOLOGIES, INC.

For a Certificate of Public Convenience and
Necessity

In Re Application No. GA-079266 of

RUBATINO REFUSE REMOVAL, INC.

For an Extension of Certificate No. G-58 for a
Certificate of Public Convenience and Necessity
to Operate Motor Vehicles in Furnishing Solid
Waste Collection Service

CONSOLIDATED DOCKET NOS.

DOCKET NO. TG-040221

DOCKET NO. TG-040248

DOCKET NO. TG-040553

**PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S SECOND DATA
REQUESTS TO APPLICANT HAROLD
LEMAY ENTERPRISES, INC.**

TO: HAROLD LEMAY ENTERPRISES, INC., and
TO: James K. Sells of Ryan Sells Uptegraft, Inc., its Attorney

Pursuant to WAC 480-07-400, Protestant Stericycle of Washington, Inc. ("Stericycle")
propounds the following data requests to Applicant Harold LeMay Enterprises, Inc. ("LeMay")
to be answered within ten (10) days after service. These data requests are continuing in nature,

PROTESTANT STERICYCLE OF WASHINGTON,
INC.'S SECOND DATA REQUESTS TO APPLICANT
HAROLD LeMAY ENTERPRISES, INC. - 1
SEA_DOCS:716968.1

and if you obtain additional or different information after responding to them, you are required to file a supplemental response through the date of hearing herein.

DATA REQUEST NO. 1:

In response to Data Request No. 3 of Stericycle's First Data Requests, LeMay produced copies of two blank forms, a form entitled "Harold LeMay Enterprises, Inc., Commercial Division" (apparently, a bill of lading) and a form entitled "Waste Hauling Record." Please specify the time period(s) in which each of these form documents has been in use by LeMay and provide copies of five (5) typical records made using each of these form showing completion of the form with all relevant data.

DATA REQUEST NO. 2:

With respect to the form documents previously produced in response to Data Request No. 3 of Stericycle's First Data Requests, please provide copies of any other forms of manifests, bills of lading, receipts or other shipping documents used by LeMay in connection with its biomedical waste collection services between 2001 and the present, describe the manner in which each such form was used by LeMay, specify the period when each such form was used by LeMay, and provide copies of five (5) typical records made using each of such form showing completion of the form with all relevant data.

DATA REQUEST NO. 3:

In response to Data Request No. 5 of Stericycle's First Data Requests, LeMay produced a copy of a blank form entitled "Certificate of Destruction by Incineration." Please specify the time period in which this form document has been in use by LeMay and provide copies of five (5) typical records made using this form showing date, identification of waste disposed, disposal date and signature.

DATA REQUEST NO. 4:

Please provide copies of all forms of any documents or records provided by LeMay to its biomedical waste collection customers to certify, confirm or evidence processing, decontamination, destruction or other disposal of biomedical waste collected from its customers between 2001 and the present, identify the time period when each such form document or record was used by LeMay and provide copies of five (5) typical records made using each such form showing completion of the form with all relevant data.

DATA REQUEST NO. 5:

In response to Data Request No. 8 of Stericycle's First Data Requests, LeMay stated that "copies of waste hauling records are maintained listing the serial number of each box and the generator of the waste" for biomedical waste transferred to a storage trailer but no copies of these documents were provided. Please provide copies of all documents or records routinely made or maintained by LeMay between 2001 and the present with respect to transfers of a generator's

biomedical waste to, from or between trucks, trailers, vehicles, storage trailers, storage containers or other storage facilities in connection with LeMay's biomedical waste collection services and specify the time period when each such document or record was used by LeMay.

DATA REQUEST NO. 6:

In response to Data Request No. 11 of Stericycle's First Data Requests, LeMay identified four items of transportation equipment, two "Cube Vans," a "Dry Van Trailer" and a "Refrigerated Trailer." For each such item of transportation equipment, please provide the internal dimensions of its cargo carrying area and its cargo carrying capacity in cubic feet.

DATA REQUEST NO. 7:

In response to Data Request No. 12 of Stericycle's First Data Requests, LeMay stated, "Hard plastic containers are available to customers on request." Please describe in detail the "hard plastic containers" referenced in this response, including the name and address of the manufacturer of the container, the specifications of the plastic material from which they are made, the thickness of the plastic on floors and sides, the type of lids used and closing mechanisms used, their external dimensions, and their holding capacity (in gallons), and describe in detail how such containers are used in connection with LeMay's biomedical waste collection services.

DATA REQUEST NO. 8:

In response to Data Request No. 14 of Stericycle's First Data Requests, LeMay provided a copy of a document entitled, "Infectious Waste Procedures and Management Plan," which states on the first page of text that it was last revised on "02/04/04." Please identify the person or persons who prepared this document, provide copies of all internal memoranda, notes and communications between or among LeMay's officers and/or employees related to the most recent revision of this document and provide copies of all prior versions of this document or any predecessor document(s) addressing the same subject matter and used in connection with LeMay's biomedical waste collection services between 1999 and the present.

DATA REQUEST NO. 9:

In Data Request No. 15 of Stericycle's First Data Requests, Stericycle requested copies of any and all standard form labels used by LeMay or LeMay's customers to label biomedical waste containers as to the identity of the generator of the biomedical waste collected by LeMay. In its prior response to Stericycle's First Data Request No. 15, LeMay stated that "all biomedical waste containers are marked with a serial number that identifies the month, date, and sequential container number" but LeMay failed to provide copies of any labels used for this purpose. Please describe in detail the manner in which containers of biomedical waste are "marked" with the information referenced by LeMay in its response to Stericycle's First Data Request No. 15, and provide copies of any form labels used for this purpose by LeMay from 2001 to the present with examples showing completion of each label with all relevant data.

DATA REQUEST NO. 10:

With respect to each person identified by LeMay in response to Data Request No. 27 of Stericycle's First Data Requests, please specify the dates of such person's employment by LeMay.

DATA REQUEST NO. 11:

In response to Data Request No. 37 of Stericycle's First Data Requests, LeMay suggested that LeMay provides a "more readable certificate" than Stericycle. Please identify the "certificate" referenced by this response and describe in detail the basis for LeMay's contention that its "certificate" is "more readable" than Stericycle's.

DATA REQUEST NO. 12:

In response to Data Request No. 37 of Stericycle's First Data Requests, LeMay stated LeMay's belief that it provides a "better level of service" than Stericycle. Please identify each and every way in which LeMay contends that it provides a "better level of service" than the service provided by Stericycle.

DATA REQUEST NO. 13:

In response to Data Request No. 37 of Stericycle's First Data Requests, LeMay stated that LeMay provides a "closer disposal site" than Stericycle. Please identify the basis for LeMay's contention that its disposal site is "closer" than the disposal site used by Stericycle.

DATA REQUEST NO. 14:

Please provide copies of any and all written documents or other materials used by LeMay to inform its customers of LeMay's requirements for waste segregation, including the segregation of pathological waste from other types of biomedical waste, at any time from 2001 to the present and specify for each such document or other material the time period in which it was used by LeMay.

DATA REQUEST NO. 15:

Please provide copies of all written documents or other materials used by LeMay to inform its customers of the types of wastes included within the term "biomedical waste," as that term is used in the documents produced by LeMay in response to Data Request No. 7 of Stericycle's First Data Requests.

DATA REQUEST NO. 16:

Please provide copies of all audits, inspections or reports of inspections conducted by the Tacoma-Pierce County Health Department, the Washington Utilities and Transportation

Commission or any other governmental agency related to LeMay's biomedical waste collection services from 2001 to the present.

DATA REQUEST NO. 17:

Please describe in detail LeMay's "Infectious Waste Division," including (to the extent not previously disclosed) all persons employed in the Infectious Waste Division from 2001 to the present and all capital investment, real estate, equipment and other assets allocated to or employed in LeMay's Infectious Waste Division.

DATA REQUEST NO. 18:

Please describe each and every instance from 2001 to the present in which LeMay has used the autoclave facilities of Land Recovery, Inc. or Recomp of Washington, Inc. or another facility other than Covanta Marion, Inc. to processing, decontaminate, destroy or dispose of biomedical waste collected by LeMay between 2001. For each such instance, describe the time period in which the facility was used and the reasons for LeMay's use of the facility.


DATA REQUEST NO. 19:

With respect to each of the foregoing Data Requests, please provide the name of each officer or employee of LeMay or other person who assisted in the preparation of LeMay's response.

DATED this 16th day of July, 2004.

Respectfully submitted,

GARVEY SCHUBERT BARER

By 
Stephen B. Johnson, WSBA #6196
Charles L. Cottrell, WSBA #31984
Attorneys for Protestant Stericycle of
Washington, Inc.

1191 Second Avenue, 18th Floor
Seattle, WA 98101
206-464-3939
Direct: 206-816-1385
Fax: 206-464-0125
Email: sjohnson@gsblaw.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the persons and entities listed below by electronically transmitting this document in both PDF and Microsoft Word formats to the e-mail address for each person shown below and that, in addition, I have this day deposited a copy of said document in the United States mail, addressed to each such person at the mailing address shown below, with first class postage prepaid.

PROTESTANT STERICYCLE OF WASHINGTON, INC.'S SECOND DATA REQUESTS TO APPLICANT HAROLD LEMAY ENTERPRISES, INC.

For Kleen Environmental:

Greg Haffner
Curran Mendoza
555 W. Smith Street
Kent, WA 98035
Fax: 253-852-2040
Email: gwh@curranmendoza.com

For WRRRA, LeMay and Consolidated:

James K. Sells
Ryan Sells Uptegraft, Inc.
9657 Levin Road N.W., Suite 240
Silverdale, WA 98383
Fax: 206-360-307-8865
Email: jimsells@rsulaw.com

For Commission Staff:

Greg Trautman, Asst. Attorney General
1400 S. Evergreen Park Drive S.W.
P.O. Box 40128
Olympia, WA 98504-0128
fax: 360-586-5522
Email: Gtrautma@wutc.wa.gov

DATED at Seattle, WA this 16th day of July, 2004



Rondi Susort

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BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

HAROLD LeMAY ENTERPRISES, INC., ET
AL

Consolidated Docket Nos.
TG-040221, TG-040248 and
TG-040553

For an Extension of Certificate No.
G-98 for a Certificate of Public Convenience
and Necessity

.....
In re Application No. GA-079254 of

RESPONSES OF HAROLD LeMAY
ENTERPRISES, INC. TO 2ND DATA
REQUESTS OF STERICYCLE OF
WASHINGTON, INC.

KLEEN ENVIRONMENTAL
TECHNOLOGIES, INC.

For a Certificate of Public Convenience and
Necessity

.....
In re Application No. GA-079226 of

RUBATINO REFUSE REMOVAL, INC.

For an Extension of Certificate No.
G-58 for a Certificate of Public Convenience
and Necessity to Operate Motor Vehicles in
Furnishing Solid Waste Collection Service

Data Request No. 1:

The bill of lading form has been in use since 11/07/02 and for an unknown period prior to that. This document is used as a transfer document from our facility to the incinerator. Copies are attached.

The "Waste Hauling Record" has been in use since 11/07/02 and for an unknown period prior to that. This document is used as a record of pickup from the generator.

LeMay's Responses to 2nd Data Requests of
Stericycle - 1
Z:\SELL\SL\LeMay\LeMay - Response to Stericycle 2nd Data Requests.doc 7.23.04

Ryan Sells Uptegraft, Inc. P.S.
9657 Levin Road N.W., Suite 240
Silverdale, WA 98383
360-307-8860 Fax 360-307-8865

1 Copies are maintained in the truck until delivered to the incinerator. Copies are
2 attached.

3 **Data Request No. 2:**

The forms in use are all identified in Data Request No. 1 above.

4 **Data Request No. 3:**

5 The "Certificate of Destruction by Incineration" has been in use since 11/07/02 and for
6 an unknown period prior to that. Copies are attached.

7 **Data Request No. 4:**

There is no evidence of other forms used for this purpose since 2001.

8 **Data Request No. 5:**

9 Examples of the "Waste Hauling Record" are being provided in response to Data
10 Request #1. These records are maintained with the vehicle that contains the containers
11 identified on the "Waste Hauling Record". If the biomedical waste is transferred to a
12 different vehicle these documents are transferred as well. There are no other documents
13 currently in use and there is no evidence of any previous forms used for transfers of
14 biomedical waste between vehicles.

15 **Data Request No. 6:**

16 Van # 9514:	784 cu ft (approx)
17 Van #9580:	1024 cu ft (approx)
18 Trailer #8197:	3876 cu ft (approx)
19 Trailer #8172:	3648 cu ft (approx)

20 **Data Request No. 7:**

21 A container is being provided to counsel. Manufacturing information is on the bottom
22 of the container. These containers are used for materials that may be liquid or
23 excessively wet. The containers are provided on request from our customers. Once the
24 customer fills the container the plastic lid is secured to the container and placed into the
25 appropriate box for incineration. The full container is not transported or handled by
26 LeMay personnel outside of the box. All containers are incinerated while they remain in
the biomedical waste box.

Data Request No. 8:

The *Infectious Waste Procedures and Management Plan* was revised and updated on
February 4, 2004 by Larry Meany, Division Manager. Updates were made to show the
correct address for the incineration facility, and revised to show correct distribution list.
No notes or memos pertaining to this document are known to exist. The original author
of this document is unknown.

Data Request No. 9:

LeMay's Responses to 2nd Data Requests of
Stericycle - 2
Z:\SELLS\LeMay\LeMay - Response to Stericycle 2nd Data Requests.doc 7.23.04

Ryan Sells Uptegrafit, Inc. P.S.
9657 Levin Road N.W., Suite 240
Silverdale, WA 98383
360-307-8860 Fax 360-307-8865

Biomedical waste containers are labeled with a permanent marker. A "label" is not used. A serial number is written on the container at time of pickup. This number is also recorded on the Waste Hauling Record for tracking purposes. The serial number describes the month, date and container number as described below:

Letter = Month of pickup
 Two digit number = Date of pickup
 Two - three digit number = Sequential container number

Data Request No. 10:

<u>Name</u>	<u>Position</u>	<u>Employment Dates</u>	<u>% of Ttl Time</u>
Shannon Silva	Driver	08/30/00 to 05/07/03	unknown
Debi Howard	Manager	01/26/98 to 10/31/00	unknown
Thor Rude	Manager	11/01/00 to 07/01/03	unknown
Sid Colby	Driver (primary)	09/16/02 to present	100%
David Kinnear	Driver (backup)	05/13/03 to present	as needed
Jassen Smith	Helper (as needed)	07/07/03 to present	as needed
James Jenkins	Driver (to Covanta)	04/30/99 to present	20%
Jessie Bailey	Driver (to Covanta)	11/06/03 to present	as needed
Renata Ireland	Cust Serv	01/17/00 to present	<10%
Diane Davis	Billing	11/24/97 to present	<10%
Sarah Schammel	Cust Serv	06/14/04 to present	<10%
Larry Meany	Manager	11/07/02 to present	<10%(except currently)
Norman LeMay	Vice Pres	03/01/83 to present	<10%
Nancy LeMay	President	07/01/74 to present	<10%

Data Request No. 11:

In general, feedback from different customers indicate that the certificate of destruction used by LeMay is easy to read. Specifically, comments from several customers indicate that our certificate is easier to read because the serial numbers are clearly printed on the certificate, and the certificate itself was larger and less crowded.

Data Request No. 12:

Based on general discussions with different customers we feel that we provide a higher level of service for the following reasons:

1. We provide on-time service that meets our customers needs.
2. We have had no complaints about our service for over a year.
3. We respond quickly to "emergency" requests from customers.
4. We normally answer on call customers the next business day.
5. We are a local company that responds quickly to customer requests.
6. Fully uniformed, courteous, drivers.

Data Request No. 13:

It is our understanding that Stericycle uses a facility in Salt Lake City as well as the Covanta - Marion Incinerator in Brooks, OR. Our primary facility is the Covanta -

1 Marion incinerator in Brooks, OR. Our backup facility is the autoclave at Land
2 Recovery Inc. in Puyallup, WA.

3 **Data Request No. 14:**

4 This information is contained in the Service Procedures and Limitations form
5 previously provided with our initial response. There is no evidence of any other forms
6 used within the described timeframe.

7 **Data Request No. 15:**

8 There are currently no documents describing what is meant by the term "biomedical
9 waste" that we distribute to our customers. There is no evidence of any other forms used
10 within the described timeframe.

11 **Data Request No. 16:**

12 Applicant is licensed by the Tacoma-Pierce County Health Department. The only
13 document we have received is the Tacoma - Pierce County Health Department,
14 Infectious Waste Management Permit. A copy of the current permit and 2003 permit are
15 enclosed. There has been no evidence of audit or inspection activities from the WUTC
16 for the time period requested.

17 **Data Request No. 17:**

18 Personnel associated with this division have been previously identified / described in
19 responses to data requests # 27 and #28 from our initial response and response to data
20 request #10 on this response.

21 Capital Investments are for vehicles only. Capital investments from 2001 to present
22 total \$17,238. No real estate or other assets are owned by LeMay Infectious Waste
23 Division.

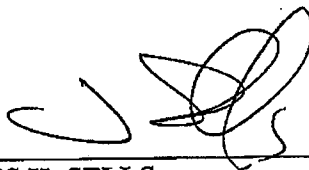
24 **Data Request No. 18:**

25 Will need additional time to search archived files. Data requested will be forwarded
26 when retrieved from archived files.

27 **Data Request No. 19:**

28 Larry Meany, Division Manager for Harold LeMay Enterprises, assisted in the
29 preparation of this document.

30 DATED this 27 day of July, 2004.

31 
32 _____
33 JAMES K. SELLS
34 WSBA No. 6040
35 Attorney for Harold LeMay Enterprises, Inc.
36 RYAN SELLS UPTGRAFT, INC. P.S.
37 9657 Levin Rd. NW, Suite 240
38 Silverdale, WA 98383
39 (360) 307-8860

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served PREHEARING FILING OF KLEEN ENVIRONMENTAL TECHNOLOGIES, INC. upon the persons and entities listed below by electronically transmitting said document with attachments in PDF Format to the UTC Records Center at records@wutc.wa.gov and the e-mail address for each person shown below and that, in addition, I have this day deposited the original and six (6) copies of said documents in the United States mail addressed to:

**Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive S.W.
Olympia, WA 98504-7250**

with first class postage paid.

The following persons served via e-mail and U.S. Mail (if requested):

Stephen B. Johnson Garvey Schubert Barer 1191 Second Avenue – 18 th Floor Seattle, WA 98101-2939 sjohnson@gsblaw.com	James K. Sells Ryan Sells Uptegraft 9657 Levin Road N.W., Suite 240 Silverdale, WA 98383 jimsells@rsulaw.com
Greg Trautman Assistant Attorney General 1400 S. Evergreen Park Drive S.W. P.O. Box 40128 Olympia, WA 98504-0128 Gtrautma@wutc.wa.gov	

DATED at Kent, WA this 22nd Day of September, 2004


Marina Anna Baker