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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In Re Application of
WASTE MANAGEMENT OF
WASHINGTON, INC.
d/b/a WM Healthcare Solutions
of Washington
720 4th Ave. Ste 400
Kirkland, WA 98033-8136

Docket No. TG-120033

PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S MOTION TO
COMPEL RESPONSES TO DATA
REQUESTS AND PRODUCTION OF
DOCUMENTS

PROTESTANT STERICYCLE OF WASHINGTON, INC.'S MOTION TO
COMPEL RESPONSES TO DATA REQUESTS AND PRODUCTION OF
DOCUMENTS

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A PARTNERSHIP OF PROFESSIONAL CORPORATIONS
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1 **I. Introduction**

2 1. Stericycle of Washington, Inc. (“Stericycle”) respectfully requests that the
3 Commission issue an order compelling Waste Management of Washington, Inc. (“Waste
4 Management”) to produce full and complete responses to Stericycle’s data requests and to
5 produce all requested documents. Specifically, Stericycle seeks complete answers and
6 productions of documents in response to its Data Requests No. 1-4, 6-7, 10-11, 13, 17, 19, 20-
7 22, 24-27 and 35-36. *See Exhibit A* (Protestant Stericycle of Washington, Inc.’s First Data
8 Requests), *Exhibit B* (Waste Management’s Objections and Responses) and *Exhibit C* (Waste
9 Management’s Supplemental Responses), attached hereto (documents attached to or otherwise
10 produced with Waste Management’s Responses and Supplemental Responses are omitted
11 unless referenced below and attached separately as exhibits).

12 **II. Discussion.**

13 2. Stericycle’s data requests and Waste Management’s responses must be
14 evaluated in relation to the issues raised by Waste Management’s application. Those issues fall
15 into two general categories – (1) issues related to public need; i.e., whether existing carriers
16 will provide service to the satisfaction of the Commission; and (2) issues related to public
17 convenience and necessity, a broad standard that encompasses whether the applicant is fit,
18 willing and able to provide the proposed services and whether granting the application is in the
19 public interest.

20 **A. Requests for Information and Documents Describing Waste Management’s**
21 **Proposed Biomedical Waste Services.**

22 3. Many of Stericycle’s data requests seek basic background information on the
23 services Waste Management and its affiliates are presently offering to biomedical waste
24 generators and the services they propose to offer if Waste Management’s application is granted.
25 This basic background information is relevant to all of the issues in this proceeding.
26 Protestants and the Commission need to know how Waste Management proposes to conduct its

1 business. Stericycle Data Requests No. 1-17 and 19 are in this category. Of this group,
2 Stericycle requests an order compelling complete responses to Data Requests No. 1-4, 6-7, 10-
3 11, 13, and 15-19.

4 4. Waste Management's initial responses to Stericycle's data requests do not
5 reflect a good faith effort to comply with the Commission's discovery rules. Instead, it appears
6 that Waste Management has attempted to evade and avoid its discovery obligations. Thus,
7 Waste Management's initial responses to Stericycle's data requests omitted the more than 500
8 pages of relevant documents produced with the supplemental responses provided by Waste
9 Management at close of business on July 27, 2012, a mass of material that Stericycle is
10 continuing to digest. Adding to the difficulty, Waste Management's original and supplemental
11 document productions fail to identify the documents produced as responsive to specific data
12 requests, thus producing an undifferentiated hodge-podge of documentary material that is not
13 clearly tied to specific data requests. The result is that the completeness of Waste
14 Management's document production cannot be verified and Waste Management cannot be
15 effectively held accountable for the completeness of its production. Waste Management must
16 be ordered to identify the documents it has produced as responses to specific data requests.

17 5. Further indications of Waste Management's attempts to evade discovery
18 abound. Thus, for example, Stericycle Data Request No. 1 asked Waste Management to
19 identify any of its affiliates "currently doing business in Washington State" or "involved in any
20 way with [its] current or proposed Biomedical Waste Services" and to provide a description of
21 the activities in Washington of each such affiliate. After a paragraph of formulaic objections,
22 Waste Management responded as follows: "WM Healthcare Solutions, Inc., a subsidiary of
23 Waste Management, Inc., serves as a resource and informational support service for Waste
24 Management of Washington, Inc. d/b/a WM Healthcare Solutions of Washington." However,
25 Waste Management's July 27, 2012 supplemental document production suggests that this
26 response was incomplete and misleading. Although Waste Management did not explicitly

1 supplement its response to Data Request No. 1, Waste Management’s July 27 supplemental
2 production of documents included a “WM Healthcare Solutions Integrated Contract and
3 Services Agreement” between “WM Healthcare Solutions, Inc., a Delaware corporation” and
4 Skagit Valley Hospital in Mount Vernon, Washington, dated October 15, 2011, for biomedical
5 waste management and collection services. Exhibit D (WM Healthcare Solutions Integrated
6 Contract and Services Agreement). “Addendum C” of this contract explicitly includes
7 collection and transportation of “Regulated Medical Waste” and indicates that WM Healthcare
8 Solutions, Inc. will be responsible for contracting on behalf of the generator for medical waste
9 collection services. “Solid Waste Management” and “Recycling Services” are covered by
10 “Addendum A” and “Addendum B,” respectively. WM Healthcare Solutions, Inc. is
11 authorized to “select and contract with waste haulers, transportation agents, and other third
12 parties” for their services on behalf of Skagit Valley Hospital. Ex. D, ¶13. WM Healthcare
13 Solutions, Inc. is to consolidate all invoices received from its affiliates and subcontractors into
14 “one ‘waste services invoice,’ . . . and . . . provide the aggregated waste services invoice to
15 Customer.” Ex. D, ¶28. A “Pricing Schedule” attached to the agreement as “Attachment 2”
16 provides that Skagit Valley Hospital will pay a fixed monthly charge of \$15,800, which
17 includes all charges for Solid Waste, Recycling Services and Regulated Medical Waste and
18 certain additional waste streams. If the WM Healthcare Solutions, Inc. is performing the
19 services described in the WM Healthcare Solutions Integrated Contract and Services
20 Agreement with Skagit Valley Hospital, clearly its activities in Washington are integral to the
21 biomedical waste collection services offered by Waste Management and should have been fully
22 disclosed in response to Stericycle’s Data Request No. 1 and Waste Management’s response to
23 Data Request No. 1 was incomplete and seriously misleading. If those services are instead
24 being performed by Waste Management, then those services should have been described by
25 Waste Management in response to Stericycle’s Data Request No. 4, which requested a
26 description of “the types of Services You currently offer or provide to any . . . generator of

1 Biomedical Waste in Washington State” Waste Management’s response to Data Request
2 No. 4 was only that “Waste Management’s regulated biomedical waste services to customers
3 located in the territory authorized by Certificate G-237 are fully described in the governing
4 WUTC tariff, attached.” In either case, Waste Management’s responses to Data Requests No. 1
5 and 4 were incomplete, inaccurate and grossly misleading. This does not reflect a good faith
6 effort by Waste Management to respond to Stericycle’s data requests. Waste Management
7 should be ordered to provide complete responses to Stericycle Data Requests No. 1 and 4.

8 6. Waste Management’s responses to Stericycle Data Requests No. 13 and 17 were
9 similarly incomplete and misleading to the extent that WM Healthcare Solutions, Inc. plays a
10 role in biomedical waste collection in Washington. Data Request No. 13 asked Waste
11 Management to identify and describe “any element” of Waste Management’s Biomedical
12 Waste Services provided by any of its Affiliates. Waste Management responded that “No
13 independent contractors or third parties are used” but did not answer the question as to its
14 affiliates. Data Request No. 17 asked Waste Management to “Identify all persons employed or
15 contracted with by You or Your Affiliates who have duties Relating to Your current or
16 proposed Biomedical Waste Services to Washington State customers” and “Describe the
17 duties” of each such person. Waste Management provided no response with respect to any
18 personnel active in Washington for WM Healthcare Solutions, Inc.

19 7. Following the same pattern of evasion, Waste Management:

- 20 • Provided no response to Stericycle’s Data Request No. 2, including the request
21 that Waste Management “Describe the role of WM Healthcare Solutions, Inc., a
22 Texas corporation, in the control, oversight or governance of the Applicant or its
23 current or proposed Biomedical Waste Services.”
- 24 • Provided no response to Stericycle’s Data Request No. 3, requesting
25 organizational charts for Waste Management or its affiliates doing business in
26 Washington or involved in its Biomedical Waste Services.

1 Waste Management should be ordered to provide full and complete responses to Stericycle's
2 Data Requests No. 1-4, including production of a complete, fully executed copy of the WM
3 Healthcare Solutions Integrated Contract and Services Agreement with Skagit Valley Hospital.

4 8. Waste Management provided no responses to Stericycle's Data Requests No. 6
5 and 7. Stericycle acknowledges that its Data Request No. 6 was overbroad as written and
6 instead requests that Waste Management be ordered to identify biomedical waste generators to
7 whom it or any affiliate has provided both regulated Biomedical Waste Services and other,
8 non-regulated services, including recycling services, together with a description of all such
9 services. This information is within the scope of Data Request No. 6 and Data Request No. 11
10 and, narrowed as indicated, requests only information directly relevant to Waste Management's
11 "bundling" of regulated and non-regulated services, the potential involvement of WM
12 Healthcare Solutions, Inc. in providing bundled regulated and non-regulated services to
13 Washington customers, potential rebating associated with the bundling of regulated and non-
14 regulated services and the possible subsidization of Waste Management's regulated biomedical
15 waste collection services with revenues earned on non-regulated services. Under Data Request
16 No. 7 (requesting production of contracts and other documents for bundled services referenced
17 in Data Request No. 6) and Data Request No. 11 (requesting contracts and other documents
18 involving bundled biomedical waste collection and recycling services), Waste Management
19 should further be ordered to produce copies of all contracts or other documents specifying or
20 identifying the terms and conditions on which it or any affiliate has provided bundled regulated
21 and non-regulated services to Washington customers.

22 9. Stericycle narrowed its Data Request No. 10 to request copies of all non-
23 identical form contracts for any services provided by Waste Management to its Washington
24 biomedical waste customers and Waste Management should be ordered to provide all such
25 form contracts and to supplement its responses to confirm that it has done so. While Waste
26 Management produced several contracts with specific customers in connection with its

1 supplemental document production on July 27, 2012, apparently in response to other data
2 requests, it should be required to produce and confirm that it has produced all non-identical
3 form contracts currently in use by Waste Management or any of its affiliates for any services
4 provided to Washington biomedical waste customers.

5 **B. Requests for Information and Documents Relevant to “Public Need.”**

6 10. Stericycle Data Requests No. 24-26 are specifically directed to factual matters
7 relevant to “public need” and “satisfactory service.” Waste Management initially provided the
8 same formulaic response to each of these three data requests: “Waste Management will
9 produce evidence [relevant to these data requests] at hearing as determined necessary by the
10 Commission.” Again, Waste Management’s initial responses did not reflect a good faith effort
11 by Waste Management to comply with the Commission’s discovery rules.

12 11. Waste Management’s July 27 supplemental responses provide substantial
13 information concerning Waste Management’s contentions with respect to “public need” for its
14 services; however, Waste Management has failed to produce a single document in response to
15 Data Request No. 24 (requesting that Waste Management “Produce all Documents Relating to
16 any complaint or Communication of dissatisfaction described in response to this Data Request
17 No. 24”). Waste Management’s response to Data Request No. 24 indicates that five individuals
18 at four (4) generators have communicated dissatisfaction with “currently available biomedical
19 waste services” to Waste Management but that all such communications were oral. Ex. C,
20 Supplemental Response to Data Request No. 24. This response is simply not credible in this
21 era of hectic schedules and constant email communication and Waste Management should be
22 required to explicitly describe its search for and to produce all responsive documents with
23 respect to such communications. Even if all of the generator communications to Waste
24 Management were in fact oral, there were almost certainly email or other “Communications”
25 resulting in “Documents” from Waste Management to these generators or within Waste
26

1 Management and among Waste Management personnel “Relating to”¹ such generator
2 expressions of dissatisfaction. Waste Management should be ordered to produce all such
3 Documents or Communications or to describe in detail its search for such materials. Such
4 communications could have a substantial bearing on the credibility of potential generator
5 testimony on the issue of “public need” for Waste Management’s proposed services.

6 **C. Information and Documents Concerning the Financial Feasibility of Waste**
7 **Management’s Proposed Services in the New Territory.**

8 12. Stericycle Data Requests No. 29, 35 and 36 seek factual information and
9 documents relevant to the financial feasibility of Waste Management’s proposed services; i.e.,
10 whether the proposed services will be profitable or can become profitable within a reasonable
11 period of time. Waste Management has acknowledged the legitimacy of Stericycle’s inquiries
12 into financial feasibility by providing 2011 and 2012 YTD income statements (both of which
13 show large losses) for its existing service within the G-237 territory in response to Stericycle
14 Data Request No. 29. However, Waste Management has refused to respond to Stericycle Data
15 Requests No. 35 and 36 on the ground, among others, that those data requests seek information
16 precluded by the Commission’s Order 01, ¶ 8, restricting discovery by protestants on issues of
17 Waste Management’s “financial fitness.” This objection is a red herring.

18 13. Financial feasibility has been recognized by the Commission as an issue
19 separate from financial fitness that is relevant to its public interest analysis because of the
20 Commission’s interest in stable public service providers. In the particular context here where
21 an applicant seeks overlapping authority that would put it in competition with existing carriers,
22 the issue of stability encompasses whether multiple carriers can operate profitably in a divided
23 market, while serving to the satisfaction of the Commission, and whether entry of an

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25 ¹ See Stericycle Data Requests, Ex. A (Instructions and Definitions), ¶13 (“‘Relating to’ or ‘Related to’
26 as used in these data requests, means all matters or things which in any way discuss, pertain to, concern,
regard, are logically or factually connected to, arise from, summarize, evidence, bear upon, support,
negate, refer, or comment upon the subject of inquiry.”)

1 unprofitable competitor with deep pockets will adversely affect rates or service levels. These
2 questions are particularly relevant here where the applicant seeks to divide the market in rural
3 areas where the cost of service is necessarily higher and margins are necessarily lower than in
4 urban areas under existing rate structures.

5 14. This motion does not seek to compel discovery on any matter relevant only to
6 Waste Management's financial fitness (i.e., the financial ability of the applicant to initiate
7 service and to continue it for a reasonable time to determine whether it can be profitable²), or
8 "the costs of facilities to be used to provide the proposed service, the Company's assets, or
9 Waste Management's prior experience in the field," *see* Order 01, ¶ 8.³

10 15. Waste Management's ability to provide profitable biomedical waste collection
11 services throughout the territory covered by its application is contested by Stericycle. The new
12 territory sought by Waste Management is an area in which medical waste customers are
13 relatively fewer and more dispersed, the costs of service are higher and, under existing rate
14 structures, biomedical waste collection services are less profitable. *See Exhibit E* (copy of map
15 of G-237 service territory submitted with Waste Management's Application). Yet, Waste
16 Management seeks to serve this generally high cost, low margin territory in competition with
17 existing carriers. Stericycle suspects that Waste Management only intends to actively market
18 its proposed services in the few urban areas within the new territory that are adjacent to Waste
19 Management's existing G-237 territory and will in practice leave the rest of the state to be
20 served by Stericycle. Such a cream-skimming strategy has been recognized by the Commission
21 as contrary to the public interest and could only result in higher costs and reduced profitability

22 ² Stericycle acknowledges that Data Requests Nos. 28, 30-32 and 34, to the extent they seek information
23 on Waste Management's assets and liabilities, investment, capital requirements and financing sources,
24 rather than operating profitability, address issues closely related to "financial fitness." Stericycle does
25 not seek to compel responses to those data requests. While Stericycle does not wish to concede any
26 issue on which Waste Management has the burden of proof, Stericycle has no doubt that Waste
Management will be able to prove its financial fitness at hearing and does not ask the Commission to
compel discovery to the extent of any data request directed to that issue.

³ To the extent Data Request No. 36 asks for projections of "capital investment" in subsequent years,
Stericycle withdraws the request.

1 for existing carriers – particularly, Stericycle. Stericycle is entitled to demonstrate that Waste
2 Management’s entry into this market will necessarily de-stabilize rates and service levels and,
3 therefore, that granting Waste Management’s application is not in the public interest.
4 Stericycle is therefore entitled to discovery of documents and information related to Waste
5 Management’s current and likely future revenues, costs, customers and profitability, all
6 relevant to the effects of Waste Management’s entry into the market in the territory covered by
7 its application.

8 16. Stericycle’s Data Requests No. 35 and 36 request that Waste Management
9 describe and produce (1) “any prior budget, study, evaluation or projection” of “potential
10 revenues, expenses, or profitability” of Waste Management’s biomedical waste services, both
11 within its existing G-237 territory and in the new territory covered by its application, and “the
12 data, analysis, methodology, assumptions and other considerations involved in any prior
13 budget, study, evaluation or projection;” and (2) “projections of the . . . revenues and
14 expenses” that Waste Management anticipates for its biomedical waste services in 2013, 2014,
15 and 2015 (a) if it retains only its existing territory and (b) if is granted the new authority
16 requested in its application. Stericycle’s requests for Waste Management’s prior projections,
17 market studies and the like, conducted for its business purposes, are particularly relevant to
18 discovering whether Waste Management truly believes it can operate profitably within a
19 reasonable period of time, how it plans to do so, and whether its plans include cream-
20 skipping. Stericycle’s request for projections of Waste Management’s anticipated revenues
21 and expenses in future years is consistent with the financial feasibility showing that the
22 Commission has required in prior medical waste application cases and is intended to elicit
23 Waste Management’s analysis as to whether and how it can operate profitably in the new
24 territory if its application is granted.

25 17. Waste Management has refused to respond to Data Requests No. 35 and 36
26 based on formulaic objections tied to the Commission’s restrictions on discovery aimed at

1 financial fitness in Order 01, ¶ 8, and general allegations that the requests are “overly broad,
2 “unduly burdensome” and seek “confidential business information.” These objections are
3 without basis. Waste Management should be ordered to respond fully to Stericycle Data
4 Requests No. 35 and 36 with respect to prior feasibility studies and projections of revenue and
5 expense.

6 18. The Commission believes that “[i]n determining whether the public convenience
7 and necessity require an additional carrier, the Commission must balance needs of existing
8 carriers for a customer base that is large enough for economic viability, considering their
9 obligation to provide satisfactory service, with the public’s need for responsive service.” *In re*
10 *Ryder Distribution Resources, Inc.*, Order M.V.G. No. 1596, Docket No. GA-75154 (Jan. 25,
11 1993), at p. 15. This balancing is separate from the threshold issue of public need in which
12 Waste Management must show that it offers a service that is not available from existing carriers
13 and for which generators have a legitimate need. *Id.* at p.11.

14 19. The Commission has also made clear that proof of financial feasibility includes
15 projections of estimated costs of services, new customers, and revenues. *In re Sureway*
16 *Medical Services, Inc.*, Order M.V.G. No. 1663, Docket No. GA-75968 (Nov. 19, 1993), at p.
17 19. An applicant must show that for the territory in which new authority is sought its projected
18 costs of service, customer acquisition, and revenues are likely, though not necessarily certain,
19 to be sufficient to allow a profitable service in that territory, considering any competition from
20 existing carriers for the same business. *Id.* (requiring a projections demonstrating likely
21 profitability in the territory covered by the application). Finally, it is clear that a carrier has an
22 obligation to make its services known and provide non-discriminatory service to all customers
23 throughout its territory. Thus, establishing public convenience and necessity requires proof
24 from Waste Management that its proposed biomedical waste collection services in the new
25 territory can be conducted profitably while serving customers throughout the service territory.
26

1 20. The Commission has been clear that the necessary analysis of the financial
2 feasibility of a proposed new service is separate from the issue of whether an applicant is
3 financially fit to initiate the service and fund it for a reasonable period until its profitability can
4 be determined. *In re Ryder Distribution Resources, Inc.*, Order M.V.G. No. 1761, Docket No.
5 GA-75154 (Aug. 11, 1995), at p. 9. (“The questions of an applicant’s financial fitness and the
6 cost and feasibility of the proposed operations are separate . . .”). The ability of an applicant’s
7 proposed service to be profitable, stable, and serve customers throughout generally rural
8 territory along side one or more existing carriers, who also have a duty to provide satisfactory
9 service, is very much an issue in this proceeding. Discovery is necessary to bring to light the
10 facts that will allow the Commission to properly evaluate these issues.

11 **D. Information and Documents Related to Regulatory Fitness.**

12 21. Stericycle Data Request Nos. 18 and 20-22 seek information and documents
13 relevant to Waste Management’s regulatory fitness; and, more particularly, (1) whether Waste
14 Management has offered rebates to customers that agree to use Waste Management for
15 biomedical waste collection services and (2) whether Waste Management has improperly
16 classified certain sharps waste as commercial recycling, resulting in violation of the statutes
17 and rules governing biomedical waste collection. Waste Management’s responses to discovery
18 indicate that Waste Management has defined a category of infectious sharps waste (related to
19 the Waste Management/Becton Dickinson “ecoFinity” program) as commercial recycling not
20 subject to Commission regulation or solid waste tariff requirements. Stericycle believes that
21 treating these materials as non-tariff “recyclables” violates RCW chapter 81.77 and the
22 Commission’s solid waste regulations. Stericycle has also received information that Waste
23 Management is offering discounts on commercial recycling services as an inducement to
24 generators to move their medical waste collection business to Waste Management. Stericycle
25 believes such recycling discounts are unlawful rebates of biomedical waste tariff charges.
26

1 These issues are relevant to the Commission's consideration of Waste Management's
2 application and Stericycle is entitled to discovery on these issues.

3 22. Waste Management has not responded fully to Stericycle Data Requests No. 20,
4 21 and 22 and should be compelled to do so. Data Request No. 20 identifies six generators and
5 requests a complete description of all solicitations, negotiations, communications or agreements
6 with those generators within the past 24 months concerning Waste Management's (1)
7 Biomedical Waste Services, (2) recycling services, and (3) rates and charges for any of such
8 services, and the production of all related documents. The specific purpose for this request was
9 to seek information and documentation concerning recycling discounts offered by Waste
10 Management to some of these generators as an inducement to switch their biomedical waste
11 collection business from Stericycle to Waste Management. In its initial responses to Data
12 Request No. 20, Waste Management stone-walled – objecting on entirely irrelevant grounds
13 (e.g., its reference to Order 01, ¶ 8). In its supplemental responses, Waste Management has
14 provided a general description of the types of services it provides to the six generators but only
15 a limited selection of the documents requested. For example, Waste Management
16 acknowledges that its recent contract with Northwest Hospital includes a reduction in its
17 recycling charges but no email correspondence, notes of meetings or conversations between
18 Waste Management and Northwest Hospital have been produced that would explain when, how
19 and by whom this price reduction was proposed or its rationale. Similarly, only minimal
20 internal Waste Management email correspondence, notes of meetings or conversations, reports,
21 etc. responsive to this data request have been produced. Presumably, there were internal
22 communications within Waste Management concerning the decision to offer Northwest
23 Hospital a discount on its recycling services from the prior contract and the reasons for doing
24 so. Where is it? Where is the contract previously in effect with Northwest Hospital for
25 recycling services? All of this documentation is essential to determine whether, as Stericycle
26 believes, Northwest Hospital was offered a discount on its recycling services as an inducement

1 to switch its biomedical waste collection business to Waste Management. Waste Management
2 has chosen not to produce all documents responsive to Stericycle's Data Request No. 20 and
3 should be compelled to do so.

4 23. Waste Management has wholly refused to respond to Stericycle's Data Request
5 No. 20 or 21 with respect to communications with the six generators listed in Data Request No.
6 20 related to the collection, transportation or recycling of recyclable materials and its rates or
7 charges for such services and to produce all related communications, notes of meetings,
8 contracts or other documents. The requested information and related documents are necessary
9 to determine whether recycling discounts have been offered to any of the six listed generators
10 as an inducement to switch their biomedical waste collection business to Waste Management.
11 It is also necessary to determine on what basis Waste Management has solicited these
12 generators for its sharps waste "recycling" program, how it has represented that program to
13 generators and whether it has misrepresented that program as not subject to the Commission's
14 biomedical waste collection rules, as is probable.

15 24. Stericycle Data Request No. 22 requests information and documents concerning
16 communications involving Jeff Norton, Waste Management's principal sales representative,
17 and (i) Waste Management personnel or (ii) biomedical waste generators "related to" the
18 collection, transportation, or recycling of recyclable materials or Waste Managements rates and
19 charges for such services with in the past 24 months and the production of all "related"
20 communications, notes, reports, contracts or other documents. Waste Management initially
21 refused to respond on the basis of formulaic objections. In its supplemental response, Waste
22 Management has provided narrative information with respect to biomedical waste generators to
23 whom Waste Management has offered recycling services but Waste Management has again
24 provided no responsive documents.⁴ The requested information and related documents are

25 _____
26 ⁴ In its supplemental response to Data Request No. 22, Waste Management claims to have produced
"responsive documents." We have been unable to identify such documents within Waste Management's
undifferentiated, 500-page production. Any such production was in any event grossly incomplete.

1 necessary to determine whether recycling discounts have been offered to any of these ten
2 generators as an inducement to switch their biomedical waste collection business to Waste
3 Management. It is also necessary to determine whether and on what basis Waste Management
4 has solicited these generators for its sharps waste “recycling” program, how it has represented
5 that program to generators and whether it has misrepresented that program as not subject to the
6 Commission’s biomedical waste collection rules, as is probable. Waste Management should be
7 compelled to produce all documents responsive to Data Request No. 22 for at least those ten
8 generators to whom Waste Management has offered recycling services, according to Waste
9 Management’s supplemental response to this data request.

10 **III. Conclusion**

11 25. For the foregoing reasons, Stericycle respectfully requests that the Commission
12 order Waste Management to fully respond to Stericycle’s Data Requests No. 1-4, 6-7, 10-11,
13 13, 17, 19, 20-22, 24-27 and 35-36 (*see Exhibit A -- Protestant Stericycle of Washington, Inc.’s*
14 *First Data Requests*) and to provide and produce all information and documents responsive to
15 those requests.

16 DATED this 31st day of July, 2012.

17 Respectfully submitted,

18 GARVEY SCHUBERT BARER

19
20 By 

21 Stephen B. Johnson, WSBA #6196
22 Jared Van Kirk, WSBA #37029
23 Attorneys for Protestant Stericycle of
24 Washington, Inc.
25
26

CERTIFICATE OF SERVICE

I, Vickie L. Owen, certify under penalty of perjury under the laws of the State of Washington that, on July 31, 2012, I caused to be served on the person(s) listed below in the manner shown a copy of PROTESTANT STERICYCLE OF WASHINGTON, INC.'S MOTION TO COMPEL RESPONSES TO DATA REQUESTS AND PRODUCTION OF DOCUMENTS:

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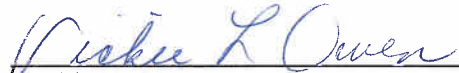
- Via Legal Messenger
Via Facsimile
Via U.S. Mail, First Class, Postage Prepaid
Via Email

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Dated at Seattle, Washington this 31st day of July, 2012.



 Vickie L. Owen
vowen@gsblaw.com

EXHIBIT A

BEFORE THE WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

In Re Application of

WASTE MANAGEMENT OF
WASHINGTON, INC.
d/b/a WM Healthcare Solutions
of Washington
720 4th Ave. Ste 400
Kirkland, WA 98033-8136

Docket No. TG-120033

**PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S FIRST DATA
REQUESTS TO APPLICANT WASTE
MANAGEMENT OF WASHINGTON,
INC.**

TO: WASTE MANAGEMENT OF WASHINGTON, INC.

Pursuant to WAC 480-07-400 and 480-07-410, Protestant Stericycle of Washington, Inc. ("Stericycle") propounds the following data requests to Applicant Waste Management of Washington, Inc. ("Waste Management" or "Applicant").

INSTRUCTIONS AND DEFINITIONS

These data requests are 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. Each document requested in these data requests must be produced for inspection and copying at the offices of Garvey Schubert Barer, 1191 Second Avenue, 18th Floor, Seattle, Washington, or provided by some other mutually agreed method. Any electronic record requested in these data requests must be produced in a form and manner that is readable by conventional means and that preserves the record's metadata, including but not limited to title and subject, creation and modification dates, authors and editors, and sent and received dates. Any electronic records must be produced on a CD-ROM, DVD, or a portable hard drive.

If you object to answering any data request, in whole or in part, state your objections and state with particularity all of the factual and legal reasons supporting your objection in lieu of your answer. If you object on the ground of privilege, also state with particularity the nature and extent of all allegedly privileged matters and identify with specificity all allegedly privileged documents. If you object to answering only part of the data request, specify the part to which

you object and answer the remainder. Any objection that is not so asserted will be deemed waived.

Whenever the context in which words used in these data requests indicates or suggests that such is the intent, words in the singular shall include the plural and vice versa, words in masculine, feminine or neuter shall include each of the other genders, and the words "and" and "or" shall each mean "and/or" and be given their maximum inclusive intent.

In addition, whenever the terms set forth below appear herein, they shall be construed in accordance with the following definitions:

(1) "Documents" means any written, recorded or other graphic matter, however produced or reproduced. If a document has been prepared in several copies, or if additional copies have been made, and the copies are not identical or have undergone alteration, then each non-identical copy is a separate "document." This definition includes any paper, writing, correspondence, chart, memorandum, note, letter, report, study, statement, drafts or revision of materials, map, log entry, ledger, periodical, book, drawing, diagram, photograph, film or video recording, sketch, picture, tape recording, electronic document, email, minutes, resolution, witness statement, diagram, graph, notice, statement of account, invoice, bill, check or draft, calendar, diary, notebook, printout, file, contract or other agreement, or any other record of any type or description, and any other verbal or pictorial representation of any event or idea which has transpired, whether meant for communication to others or for personal use. "Documents" includes any record preserved in electronic form.

(2) "Communication" means any transmission of information, in any form, or in any medium, including, without limitation, documents incorporating, summarizing, or describing the contents of the transmission, meetings and discussions, telephone conversations, electronic communications, telegraphic communications, or any document containing a recording, transcription, summary or description or identifying the time, place, subject matter, medium of transmission, and/or participants in the transmission.

(3) "Person" means all entities, including any individual, firm, partnership, joint venture, corporation, association or other business enterprise.

(4) "Applicant," "You," or "Your" means Waste Management of Washington, Inc.

(5) "Affiliates" means Waste Management of Washington, Inc.'s direct and indirect parent companies, subsidiaries, Affiliated Companies, and other persons acting on its behalf. In this definition, "Affiliated Companies" means all entities that provide or may provide financial, capital, management, operational, or other support to Waste Management of Washington, Inc., and/or with which Waste Management of Washington, Inc. has or may contract or collaborate in offering or providing any of its current or proposed Services.

(6) "Biomedical Waste" shall have the meaning given in RCW § 70.95K.010(1).

(7) "Biomedical Waste Services" means all collection, transportation, treatment, or disposal services involving or relating to biomedical waste as that term is defined in RCW § 70.95K.010, and any and all separate components or elements of such services.

(8) "Services" means all collection, transportation, treatment, recycling, disposal, consulting, or other services involving or relating to any recyclable materials, garbage, refuse, or solid waste.

(9) "Application" means Waste Management of Washington, Inc.'s application, Docket No. TG-120033, for permanent authority to collect and transport for disposal Biomedical Waste in the State of Washington.

(10) "Identify," when referring to a person, requires that you give the person's name, business or occupation, job title or description, employer, business address, business telephone, and business email address.

(11) "Identify," when referring to an organization, means to give the legal name of the organization, any business or assumed name under which it does business, the address of its principal place of business, its web-site, and the office or offices of such entity which are involved in the transaction about which the data request is seeking information.

(12) "Identify," when referring to a Document, requires that you describe the document (i.e., whether it is a letter, memorandum, contract, etc.) and give its date, the name(s) or the person(s) who prepared it and the name(s) of the person(s) whose signatures are affixed or for whom signature lines were prepared if the document was unsigned, and a summary of the document's contents, and also requires that you identify all persons known to you to have control or possession of such document or copies thereof.

(13) "Relating to" or "Related to" as used in these data requests, means all matters or things which in any way discuss, pertain to, concern, regard, are logically or factually connected to, arise from, summarize, evidence, bear upon, support, negate, refer, or comment upon the subject of inquiry.

(14) "Describe" means to set out in detail every aspect of every fact, circumstance, act, omission, or course of conduct known to You, relating in any way to the matter inquired about, including, without limitation, the date and place, all information necessary to Identify each person present or connected with, or who has knowledge of the matter inquired about and any Documents Relating to the matter inquired about, and if anything was said by any person, the all information necessary to Identify each such person and each such statement, and if the statement in whole or in part was contained, reported, summarized or referred to in any Documents, all information necessary to Identify each such document.

DATA REQUESTS

DATA REQUEST NO. 1:

Identify (a) all of Your Affiliates currently doing business in Washington State, (b) all of Your Affiliates with officers or employees to whom any of your employees report and (c) all of Your Affiliates involved in any way with Your current or proposed Biomedical Waste Services and (d) for each such Affiliate, Describe their activities in Washington and their involvement, if any, in your current or proposed Biomedical Waste Services.

DATA REQUEST NO. 2:

Identify all persons who control the Applicant or participate in the management, oversight or governance of the Applicant or its current or proposed Biomedical Waste Services and Describe the nature of each of their roles in such management, oversight or governance. In particular, please Describe the role of WM Healthcare Solutions, Inc., a Texas corporation, in the control, oversight or governance of the Applicant or its current or proposed Biomedical Waste Services.

DATA REQUEST NO. 3:

Produce organizational charts for the Applicant and each of those Affiliates identified in response to Data Request No. 1.

DATA REQUEST NO. 4:

Describe the types of Services You currently offer or provide to any hospital, healthcare facility, medical laboratory or other generator of Biomedical Waste in Washington State and the geographical limits, if any, within which You offer or provide each such Service.

DATA REQUEST NO. 5:

Identify all permits, licenses, registrations, approvals, identification numbers, government contracts, or other governmental authorizations or approvals allowing You to offer or provide the Services identified in response to Data Request No. 4, including all governments or agencies or divisions thereof issuing such permits, licenses, registrations, approvals, identification numbers, government contracts, or other governmental authorizations or approvals.

Produce copies of the permits, licenses, registrations, approvals, identification numbers, government contracts, or other governmental authorizations or approvals identified in response to this Data Request No. 5.

DATA REQUEST NO. 6:

Identify all Washington hospitals, healthcare facilities, medical laboratories or other generators of Biomedical Waste to whom You have provided any Services from January 1, 2010 to the present (whether or not you provide Biomedical Waste Services to such customers) and for each such customer Describe (a) all Services provided to that customer, (b) whether Your Services have included the collection or transportation of recyclable materials, (c) whether Your Services have included the collection or transportation of Biomedical Waste, and (d) the period of time during which each such Service was provided to that customer.

DATA REQUEST NO. 7:

Produce copies of all contracts, agreements, purchase orders, invoices or other Documents specifying or identifying the terms and conditions on which You have provided any Services to the customers Identified in response to Data Request No. 6 at any time from January 1, 2010 to the present

DATA REQUEST NO. 8:

Identify and Describe all offers and/or solicitations Relating to Your current or proposed Biomedical Waste Services that You have made to any existing or prospective customer from January 1, 2010 to the present.

Produce all Documents and Communications with actual or potential customers Relating to the offers and/or solicitations identified and described in response to this Data Request No. 8.

DATA REQUEST NO. 9:

Identify and Describe all Documents and other materials you have used to advertise, promote, or otherwise make known Your current Biomedical Waste Services and all materials you intend to use for such purposes should Your Application be approved.

Produce copies of all such advertising and promotional Documents and materials.

DATA REQUEST NO. 10:

Identify any customer to whom You have provided Biomedical Waste Services in Washington State at any time from January 1, 2010 to the present.

Produce copies of all contracts, agreements, purchase orders, invoices, Communications, or other Documents Related to any Services provided to the customers Identified in response to this Data Request No. 10 at any time from January 1, 2010 to the present.

DATA REQUEST NO. 11:

For any customer identified in response to Data Request No. 10, Identify and Describe all Services You or Your Affiliates have provided to such customer at any time from January 1, 2010 to the present, including but not limited to any Services that involve the collection or transportation of recyclable materials or that You have characterized as involving recycling or recycling services, in whole or in part.

Produce copies of all contracts, agreements, purchase orders, invoices, Communications, or other Documents Related to any Services provided to the customers Identified in response to this Data Request No. 11 at any time from January 1, 2010 to the present.

DATA REQUEST NO. 12:

Please answer the following questions in detail with respect to any Biomedical Waste Services that You have offered or provided in Washington State since January 1, 2010 and the Biomedical Waste Services you intend to offer or provide if your Application is approved. In responding to this Data Request, please Identify and Describe any difference between the Biomedical Waste Services that You have offered or provided in Washington State and the Biomedical Waste Services you intend to offer or provide in Washington State in the future if your Application is approved:

- (A) Describe the types of Biomedical Waste you have collected or propose to collect from Washington State customers, including but not limited to softs, sharps, pathological waste, trace chemotherapy, pharmaceutical, or other Biomedical Waste.

- (B) Describe the policies and practices your Washington State customers are or will be required to follow Relating to their accumulation, segregation, packing, and preparation for collection and transportation of each waste type.
- (C) Describe Your policies and practices for ensuring and verifying that each waste type is correctly segregated, packed, and prepared for collection and transportation in accordance with the policies and practices described in (B) above.
- (D) Describe each type of container (including sharps containers) that Your Washington State customers have used or will in the future use to accumulate, segregate, pack, and prepare for collection and transportation each waste type, including but not limited to all specifications, weight limits, and manufacturer information for each such container.
- (E) Describe each type of container (including sharps containers) that You use, propose to use or require Your customers to use in collecting or transporting waste generated by Your Washington State customers, including but not limited to all specifications, weight limits, and manufacturer information for each such container.
- (F) Describe each type of bag or liner that You use, propose to use, or require Your Washington State customers to use in packing and preparing waste for collection and transportation, including but not limited to all specifications, weight limits, and manufacturer information for each such bag or liner.
- (G) Describe all tests or verification processes performed on each of the above referenced containers, bags and liners, including but not limited to tests or verification to ensure that each such container, bag or liner is in compliance with applicable government regulations, including but not limited to U.S. Department of Transportation regulations concerning permeability and weight limits.
- (H) State whether and under what circumstances each type of container, bag or liner described in response to this Data Request No. 12 is or will be reused, recycled, incinerated, landfilled or otherwise disposed of in conjunction with Your Biomedical Waste Services. If any such containers are or will be reused, Describe the manner and methods by which they will be prepared for reuse. If any such containers are or will be recycled, in whole or in part, Describe the manner and methods by which each will be recycled, including any role of any of Your Affiliates or any third party in such recycling.
- (I) Describe Your policies and practices Relating to the collection of each waste type from Your Washington State customers, transferring the wastes to Your collection vehicle(s), and packing and transporting the collected wastes in those vehicles and in any vehicles used for accumulation, storage, or further (e.g., linehaul) transportation subsequent to collection.

- (J) Describe Your policies and practices for documenting Your receipt and disposition of each waste type and for tracking each waste type at all stages of Your Biomedical Waste Services through treatment and/or disposal.
- (K) Describe Your policies and practices for retaining and storing Documents Relating to Your Biomedical Waste Services and compliance with any governmental regulations Relating to retention and storage of such Documents, including but not limited to U.S. Department of Transportation regulations.
- (L) Describe each regular transportation or collection route that You currently use in providing Biomedical Waste Services and that you propose to use if your Application is granted and Describe how you provide or intend to provide Biomedical Waste Services to customers that are not located on or near a regular transportation or collection route.
- (M) Describe the schedules You use or propose to use for collection of Biomedical Waste from Your Washington State customers. Please state whether You offer or propose to offer "on call" collection services and, if so, Describe your policies and practices for responding to calls for collection, including but not limited to Your proposed response time(s).
- (N) Describe any location or facility to which You currently transport or to which You propose to transport in the future each waste type after collection for the purposes of accumulation, storage, or transfer.
- (O) Describe Your policies and practices Relating to accumulation, storage, or transfer of each waste type.
- (P) Describe each treatment or disposal facility to which You transport or propose to transport Biomedical Waste collected in Washington State and Describe the types of waste and/or circumstances in which You use or propose to use each such treatment or disposal facility.

Produce all contracts, agreements, regulations or protocols governing or specifying the terms and limitations of Your use of each such treatment or disposal facility and related costs or charges.
- (Q) Describe the treatment or disposal method employed by each treatment or disposal facility with respect to each type of Biomedical Waste that You transport or propose to transport to that treatment or disposal facility.
- (R) Describe Your policies and practices Relating to the treatment or disposal of each waste type.
- (S) Describe any waste type that you recycle or propose to recycle, in whole or in part, and Describe your policies and practices Relating to the recycling of any such waste type.

- (T) Describe Your policies and practices Relating to workplace, employee, and public safety at all stages of Your current and proposed Biomedical Waste Services.
- (U) Describe Your policies and practices Relating to spill and accident prevention, notification, clean-up, decontamination, or remediation at all stages of Your Biomedical Waste Services.
- (V) Describe by job category Your training and certification policies and practices for employees involved in offering or providing Your Biomedical Waste Services to Washington State customers.
- (W) Describe any Services Relating to Biomedical Waste, other than the Biomedical Waste Services as defined and described above, that You offer or propose to offer Washington State customers.
- (X) Describe any circumstance in which Your current operations or proposed future operations will involve removal of any waste type from one container and transfer of the waste to another container after Your receipt of such waste and prior to treatment or disposal.
- (Y) Produce copies of any Documents containing or describing any of the policies and practices Described in response to this Data Request No. 12, including all Documents provided to customers for this purpose.

DATA REQUEST NO. 13:

Identify and Describe any element of Your Biomedical Waste Services for Washington State customers that are or may be provided by any of Your Affiliates or by any independent contractor or other third party.

DATA REQUEST NO. 14:

Identify and Describe (a) each vehicle and any other transportation equipment You, Your Affiliates, or any independent contractor or other third party currently use in providing Biomedical Waste Services to Washington State customers and (b) any additional vehicles and other transportation equipment you intend to use in providing such Services if your Application is granted. Include in Your response a description of all features, design elements or modifications to such vehicles or equipment made for the purpose of preparing them for use to store or transport Biomedical Waste, DOT numbers, registration numbers, licensing information, signage, and vehicle markings, and state whether You own, lease, or rent the vehicle or other equipment and, if leased or rented, the name and address of the title holder.

DATA REQUEST NO. 15:

Produce all Your policies, procedures, handbooks, manuals, operating plans, transportation plans, training and certification materials, protocols, guidelines, or other similar documents Relating to your current and proposed Biomedical Waste Services for Washington State customers.

DATA REQUEST NO. 16:

Produce examples of all non-identical Documents You use in documenting or tracking the collection, transportation, treatment, and disposal of Biomedical Waste at each stage of Your current or proposed Biomedical Waste Services, including but not limited to all manifests, receipts, shipping labels, shipping documents, delivery receipts, transfer records, disposal certifications or other records. If You have used standard form Documents, You may satisfy this Data Request by providing examples of all such non-identical standard forms used in the last 24 months.

DATA REQUEST NO. 17:

Identify all persons employed or contracted with by You or Your Affiliates who have duties Relating to Your current or proposed Biomedical Waste Services to Washington State customers.

Describe the duties of each person identified above, or produce a job description or other Documents describing the job duties of the persons identified in response to this Data Request No 17.

DATA REQUEST NO. 18:

Describe any Services You offer involving the collection and transportation of sharps or sharps waste, including but not limited to any Service Relating to the BD ecoFinity Life Cycle Solution sharps program. Your answer must include, without limitation:

- (a) A statement characterizing Your Service either as involving the collection and transportation of recyclable materials unregulated by the WUTC or as involving the collection and transportation of Biomedical Waste regulated by the WUTC;
- (b) A description of the material collected and transported;
- (c) A description of the sharps containers used, including all specifications, their manufacturers, and all manufacturer's information;
- (d) A description of all treatment and disposal methods employed for the material, including sharps containers;
- (e) If You contend that any portion of the sharps, sharps waste or sharps containers are recycled, a description of the material recycled, the methods used in such recycling, the percentage of the sharps or sharps containers that is recycled, and the methods used in tracking, calculating, and/or documenting the amounts recycled;
- (f) The rates You charge for any such Services; and

(g) The Washington State generators of Biomedical Waste to whom you provide any such Services.

Produce copies of all contracts, agreements, purchase orders, invoices, Communications, or other Documents describing or otherwise Related to any Services Identified in response to this Data Request No. 18.

DATA REQUEST No. 19:

Describe Your existing Biomedical Waste operations in Washington, including collection, transportation, treatment, and disposal, and provide an itemized description of all personnel, vehicles, transportation equipment, transportation yards, transportation routes, storage facilities, transfer facilities, treatment facilities, disposal facilities and other facilities or equipment currently used in providing such Services, and Describe all changes to existing operations, including personnel, vehicles, transportation equipment, transportation yards, transportation routes, storage facilities, transfer facilities, treatment facilities, disposal facilities and other facilities or equipment You intend to implement to provide Biomedical Waste Services in the additional territory covered by the Application.

Produce all operating plans, transportation plans, facility operating plans and other plans or Documents describing Your current Biomedical Waste operations and the changes to those operations You intend to implement to provide Biomedical Waste Services in the additional territory covered by the Application.

DATA REQUEST NO. 20:

Describe each offer, solicitation, meeting, negotiation, or other Communication, and any agreement, contract, or other understanding reached or in effect, within the past 24 months Related to (1) Your Biomedical Waste Services, (2) Your Services Related to the collection, transportation or recycling of recyclable materials, and (3) Your rates or charges for any of such Services, with or involving any representative of each of the following:

- (a) Skagit Valley Hospital (Mt. Vernon)
- (b) Northwest Hospital (Seattle)
- (c) St. Joseph's Hospital (Bellingham)
- (d) Sacred Heart Hospital (Spokane)
- (e) Holy Family Hospital (Spokane)
- (f) Pathology Associates Medical Laboratories.

Produce all Communications, notes, reports, contracts, agreements, or other Documents Related to any offer, solicitation, meeting, negotiation, or other Communication, or any agreement, contract or understanding referenced in this Data Request No. 20.

DATA REQUEST NO. 21:

Describe each offer, solicitation, meeting, negotiation, or other Communication, internal or external, Related to any solicitation or offer made by You or any of your employees, contractors, agents or representatives to any hospital, healthcare facility, medical laboratory or other biomedical waste generator Related to the collection, transportation or recycling of recyclable materials or Your rates or charges for any such Services within the past 24 months, and any agreement, contract, or other understanding reached or in effect between You and any hospital, healthcare facility, medical laboratory or other biomedical waste generator for such Services within that period.

Produce all Communications, notes, reports, contracts, agreements, or other Documents Related to any offer, solicitation, meeting, negotiation, or other Communication, or any contract, agreement or understanding referenced in this Data Request No. 21.

DATA REQUEST NO. 22:

Describe each offer, solicitation, meeting, negotiation, or other Communication involving Jeff Norton and (i) any of Your other employees, agents, contractors or representatives, or (ii) the representative(s) of any hospital, healthcare facility, medical laboratory or other biomedical waste generator Related to the collection, transportation or recycling of recyclable materials, Your rates or charges for any such Services or any contract, agreement or understanding Related to such Services within the past 24 months.

Produce all Communications, notes, reports, contracts, agreements, or other Documents Related to any offer, solicitation, meeting, negotiation, or other Communication, or any contract, agreement or understanding referenced in this Data Request No. 22.

DATA REQUEST NO. 23:

Identify all insurance policies You carry covering any property or activity Relating to your Biomedical Waste Services in Washington State.

Produce a copy of all insurance polices identified in response to this Data Request No. 21 or a broker's summary of each such policy.

DATA REQUEST NO. 24:

Describe any contention by You that there is a need for Your Biomedical Waste Services in the territory covered by Your application and the factual basis for each such contention. Your complete answer must include, but not be limited to:

- (a) the name and address of each generator of Biomedical Waste in Washington State known or believed to be dissatisfied with currently available Biomedical Waste Services;

- (b) the name and job title of each representative of such generators who have communicated such dissatisfaction;
- (c) a description of the manner or method in which such dissatisfaction has been communicated (produce a copy of any such Communication known to You to have been made or memorialized in written, recorded or electronic form);
- (d) identification of the Biomedical Waste Service provider currently providing Biomedical Waste Services to each such generator; and
- (e) a detailed description of the reasons given by each such generator for its dissatisfaction.

Produce all Documents Relating to any complaint or Communication of dissatisfaction described in response to this Data Request No. 24.

DATA REQUEST NO. 25:

Describe any Biomedical Waste Service You offer or propose to offer that You contend will fill any need described in response to Data Request No. 24.

DATA REQUEST NO. 26:

Describe any contention that You offer or will offer Biomedical Waste Services to Washington State generators that are different from those offered by Stericycle or that You believe are or would be superior in any respect to the Biomedical Waste Services offered by Stericycle.

DATA REQUEST NO. 27:

Identify by name, address, employer and job title any witness expected to testify in support of each contention described in response to Data Request Nos. 24, 25, and 26, and Identify with specificity any other evidence Relating to each such contention.

Produce all Documents (including email and other Communications) involving or Relating to any witness or evidence identified in response to this Data Request No. 27 and Relating to the subjects addressed by Data Requests No. 24, 25 or 26.

DATA REQUEST NO. 28:

Provide a current balance sheet and itemize the assets and liabilities of WM Healthcare Solutions of Washington and/or Applicant's current Biomedical Waste Services business as of the end of Applicant's most recent complete fiscal year and fiscal quarter in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file with the Washington Utilities and Transportation Commission under WAC 480-70-071. Please separately itemize the assets and liabilities associated with Your Biomedical Waste collection and transportation services and Your services associated with treatment and disposal of Biomedical Waste.

DATA REQUEST NO. 29:

Provide income statements and itemize Applicant's revenues and expenses for WM Healthcare Solutions of Washington and/or Applicant's current Biomedical Waste Services business for its most recent complete fiscal year and for the year to date. Please present such information in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file with the Washington Utilities and Transportation Commission under WAC 480-70-071. Please separately itemize the revenues and expenses associated with Your Biomedical Waste collection and transportation services and Your services associated with treatment and disposal of Biomedical Waste.

DATA REQUEST NO. 30:

Itemize Applicant's investment in those capital assets, including real estate, facilities, vehicles, and equipment, which Applicant currently uses to provide Biomedical Waste Services and itemize those additional capital assets Applicant proposes to use to provide the Biomedical Waste Services in the new territory covered by the Application. Please present such information in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file with the Washington Utilities and Transportation Commission under WAC 480-70-071. Please separately itemize the capital assets associated with Your Biomedical Waste collection and transportation services and Your services associated with treatment and disposal of Biomedical Waste. If any such assets will be used in connection with any service or business other than Biomedical Waste Services, please indicate the percentage of Applicant's investment, by asset, allocable to Applicant's proposed Biomedical Waste Services and Describe the basis for such allocation.

DATA REQUEST NO. 31:

Identify the total amount of investment capital and operating capital (working capital) currently invested in Applicant's Biomedical Waste Services business and any additional amounts that You believe will be required to support and sustain Your Biomedical Waste Services if your Application is granted and Describe the basis for your calculations. Please separately itemize investment associated with Your Biomedical Waste collection and transportation services and your services associated with treatment and disposal of Biomedical Waste.

DATA REQUEST NO. 32:

Describe the amount and sources, internal and external, of funds, financing, borrowing, or other financial or capital support that are available to WM Healthcare Solutions of Washington and/or Your Biomedical Waste Services business for the capital investment and operating capital required to support Your Biomedical Waste Services.

DATA REQUEST NO. 33:

Produce all budgets prepared for WM Healthcare Solutions of Washington and/or Your Biomedical Waste Services business for calendar years 2011 and 2012 (or any portion thereof), including any amendments or updates to such budgets through the present.

DATA REQUEST NO. 34:

Produce all internal reports, audits, tax returns and other Documents describing revenues, expenses, profits, assets, or liabilities Related to Your Biomedical Waste Services from January 1, 2010 to the present.

DATA REQUEST NO. 35:

Describe and itemize in detail the data, analysis, methodology, assumptions and other considerations involved in any prior budget, study, evaluation or projection prepared or conducted by You (or for You by others) of the potential revenues, expenses or profitability of Your Biomedical Waste Services (a) within the territory covered by Certificate No. G-237 and/or (b) within the territory covered by Your Application, and produce all Documents Relating to any such data, analysis, methodology, assumptions, considerations, budget, studies, evaluations or projections.

DATA REQUEST NO. 36:

Please provide detailed projections of the capital investment, revenues and expenses that You anticipate for Your Biomedical Waste Services for each of the years 2013-2015 assuming, alternatively, (a) that Your Application is denied, and (b) that Your Application is granted in 2012. Describe in detail the basis for Your projections. Please provide such projections 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. Please provide separate projections of the capital investment, revenues and expenses anticipated for Your Biomedical Waste collection and transportation services and Your services associated with treatment and disposal of Biomedical Waste.

Produce all Documents supporting or otherwise Relating to Your projections of capital investment, revenues and expenses described and itemized in response to this Data Request No. 31, and Identify all persons who contributed to preparing such projections.

DATA REQUEST NO. 37:

Identify each of the facilities You use or intend to use for the treatment or disposal of Biomedical Waste and all contracts, agreements or other arrangements You have made for such treatment or disposal, including all charges and costs associated with treatment or disposal at each such facility and any conditions or limitations that govern Your use or access to each such facility.

Produce all contracts, agreements, protocols, instructions, directions, terms and conditions, invoices or other Documents containing or describing the terms and conditions governing Your use of and access to each facility identified in response to this Data Request No. 37.

DATA REQUEST NO. 38:

Identify by court, agency, case number and date of filing and Describe all lawsuits or administrative complaints, investigations or proceedings to which You or WM Healthcare Solutions, Inc. have been made a party since January 1, 2009.

Produce all Documents Relating to any lawsuits or administrative complaints, investigations or proceedings identified in response to this Data Request No. 38.

DATA REQUEST NO. 39:

Describe all citations, notices of violation, penalties, or other sanctions that have been issued to You or Your Affiliates by the federal government, any state, county, city, or other local government, or any agency or division thereof since January 1, 2009.

Produce all Documents Relating to any citations, violations, penalties, or other sanctions identified in response to this Data Request No. 39.

DATA REQUEST NO. 40:

Identify and Produce all Documents Relating to any customer complaint or any dispute between You and any of Your non-residential customers from January 1, 2009 to the present.

DATA REQUEST NO. 41:

Identify any person (not previously identified) that Applicant believes has knowledge or information Relating to this proceeding, the Application, the merits of any protest of the Application, Applicant's current or proposed Biomedical Waste Services, Applicant's fitness to provide such services in Washington State, and/or the need for Applicant's proposed Biomedical Waste Services in Washington State. For each person identified, provide a description of the knowledge or information that person is believed to have.

DATA REQUEST NO. 42:

Identify any witness (not previously identified) that Applicant expects to call to testify in support of the Application, and provide a summary of each witness's anticipated testimony.

For any expert witness identified in response to this Data Request No. 42, please produce:

- (a) a copy of all documents and other materials provided to, consulted by, or relied on by that expert;

- (b) a copy of the expert's resume and/or CV; and
- (c) a report or detailed description of each of the expert witness's opinions, analyses, methodologies, and the facts on which the expert will rely.

DATA REQUEST NO. 43:

Describe all Communications, including but not limited to email, Relating to Your Application, the Biomedical Waste Services You offer or propose to offer in Washington State, or the need for the Biomedical Waste Services You propose to offer in the territory covered by Your Application between You or any of your employees, contractors, agents or representatives and any representative, employee or official of the Washington Utilities and Transportation Commission or its staff and produce all Documents Related thereto.

DATA REQUEST NO. 44:

Produce all Documents and other materials that You intend to present as evidence in support of Your Application.

DATA REQUEST NO. 45:

Produce all Documents that You consulted or referred to in responding to these Data Requests and all Documents identified or referenced in Your responses to these Data Requests.

DATA REQUEST NO. 46:

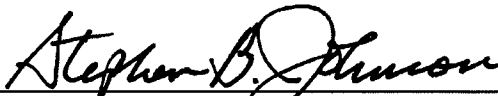
With respect to each of the foregoing Data Requests, please provide the name of each person who assisted in the preparation of Your response.

DATA REQUEST NO. 47:

Produce copies of all Your written responses to any Data Requests served by any other party to this Application proceeding and copies of all Documents produced to any other party to this Application proceeding.

DATED this 30th day of May, 2012.

GARVEY SCHUBERT BARER

By 
Stephen B. Johnson, WSBA #6196
Jared Van Kirk, WSBA #37029
Attorneys for Protestant Stericycle of
Washington, Inc.

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jvankirk@gsblaw.com

CERTIFICATE OF SERVICE


I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding by electronically transmitting this document in both PDF and Microsoft Word formats to the e-mail address for each person shown below.

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DATED at Seattle, WA this 30th day of May, 2012.



Vickie L. Owen

EXHIBIT B

BEFORE THE WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

In Re Application of

WASTE MANAGEMENT OF
WASHINGTON, INC.
d/b/a WM Healthcare Solutions
of Washington
720 4th Ave. Ste 400
Kirkland, WA 98033-8136

Docket No. TG-120033

**PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S FIRST DATA
REQUESTS TO APPLICANT WASTE
MANAGEMENT OF WASHINGTON,
INC. AND OBJECTIONS AND
RESPONSES THERETO**

TO: WASTE MANAGEMENT OF WASHINGTON, INC.

Pursuant to WAC 480-07-400 and 480-07-410, Protestant Stericycle of Washington, Inc. ("Stericycle") propounds the following data requests to Applicant Waste Management of Washington, Inc. ("Waste Management" or "Applicant").

INSTRUCTIONS AND DEFINITIONS

These data requests are 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. Each document requested in these data requests must be produced for inspection and copying at the offices of Garvey Schubert Barer, 1191 Second Avenue, 18th Floor, Seattle, Washington, or provided by some other mutually agreed method. Any electronic record requested in these data requests must be produced in a form and manner that is readable by conventional means and that preserves the record's metadata, including but not limited to title and subject, creation and modification dates, authors and editors, and sent and received dates. Any electronic records must be produced on a CD-ROM, DVD, or a portable hard drive.

If you object to answering any data request, in whole or in part, state your objections and state with particularity all of the factual and legal reasons supporting your objection in lieu of your answer. If you object on the ground of privilege, also state with particularity the nature and extent of all allegedly privileged matters and identify with specificity all allegedly privileged

PROTESTANT STERICYCLE OF WASHINGTON,
INC.'S FIRST DATA REQUESTS TO APPLICANT
WASTE MANAGEMENT OF WASHINGTON, INC.
AND OBJECTIONS & RESPONSES THERETO.- 1

documents. If you object to answering only part of the data request, specify the part to which you object and answer the remainder. Any objection that is not so asserted will be deemed waived.

Whenever the context in which words used in these data requests indicates or suggests that such is the intent, words in the singular shall include the plural and vice versa, words in masculine, feminine or neuter shall include each of the other genders, and the words "and" and "or" shall each mean "and/or" and be given their maximum inclusive intent.

In addition, whenever the terms set forth below appear herein, they shall be construed in accordance with the following definitions:

(1) "Documents" means any written, recorded or other graphic matter, however produced or reproduced. If a document has been prepared in several copies, or if additional copies have been made, and the copies are not identical or have undergone alteration, then each non-identical copy is a separate "document." This definition includes any paper, writing, correspondence, chart, memorandum, note, letter, report, study, statement, drafts or revision of materials, map, log entry, ledger, periodical, book, drawing, diagram, photograph, film or video recording, sketch, picture, tape recording, electronic document, email, minutes, resolution, witness statement, diagram, graph, notice, statement of account, invoice, bill, check or draft, calendar, diary, notebook, printout, file, contract or other agreement, or any other record of any type or description, and any other verbal or pictorial representation of any event or idea which has transpired, whether meant for communication to others or for personal use. "Documents" includes any record preserved in electronic form.

(2) "Communication" means any transmission of information, in any form, or in any medium, including, without limitation, documents incorporating, summarizing, or describing the contents of the transmission, meetings and discussions, telephone conversations, electronic communications, telegraphic communications, or any document containing a recording, transcription, summary or description or identifying the time, place, subject matter, medium of transmission, and/or participants in the transmission.

(3) "Person" means all entities, including any individual, firm, partnership, joint venture, corporation, association or other business enterprise.

(4) "Applicant," "You," or "Your" means Waste Management of Washington, Inc.

(5) "Affiliates" means Waste Management of Washington, Inc.'s direct and indirect parent companies, subsidiaries, Affiliated Companies, and other persons acting on its behalf. In this definition, "Affiliated Companies" means all entities that provide or may provide financial, capital, management, operational, or other support to Waste Management of Washington, Inc., and/or with which Waste Management of Washington, Inc. has or may contract or collaborate in offering or providing any of its current or proposed Services.

(6) "Biomedical Waste" shall have the meaning given in RCW § 70.95K.010(1).

(7) "Biomedical Waste Services" means all collection, transportation, treatment, or disposal services involving or relating to biomedical waste as that term is defined in RCW § 70.95K.010, and any and all separate components or elements of such services.

(8) "Services" means all collection, transportation, treatment, recycling, disposal, consulting, or other services involving or relating to any recyclable materials, garbage, refuse, or solid waste.

(9) "Application" means Waste Management of Washington, Inc.'s application, Docket No. TG-120033, for permanent authority to collect and transport for disposal Biomedical Waste in the State of Washington.

(10) "Identify," when referring to a person, requires that you give the person's name, business or occupation, job title or description, employer, business address, business telephone, and business email address.

(11) "Identify," when referring to an organization, means to give the legal name of the organization, any business or assumed name under which it does business, the address of its principal place of business, its web-site, and the office or offices of such entity which are involved in the transaction about which the data request is seeking information.

(12) "Identify," when referring to a Document, requires that you describe the document (i.e., whether it is a letter, memorandum, contract, etc.) and give its date, the name(s) or the person(s) who prepared it and the name(s) of the person(s) whose signatures are affixed or for whom signature lines were prepared if the document was unsigned, and a summary of the document's contents, and also requires that you identify all persons known to you to have control or possession of such document or copies thereof.

(13) "Relating to" or "Related to" as used in these data requests, means all matters or things which in any way discuss, pertain to, concern, regard, are logically or factually connected to, arise from, summarize, evidence, bear upon, support, negate, refer, or comment upon the subject of inquiry.

(14) "Describe" means to set out in detail every aspect of every fact, circumstance, act, omission, or course of conduct known to You, relating in any way to the matter inquired about, including, without limitation, the date and place, all information necessary to Identify each person present or connected with, or who has knowledge of the matter inquired about and any Documents Relating to the matter inquired about, and if anything was said by any person, the all information necessary to Identify each such person and each such statement, and if the statement in whole or in part was contained, reported, summarized or referred to in any Documents, all information necessary to Identify each such document.

WASTE MANAGEMENT'S GENERAL OBJECTIONS

1. Waste Management objects to these Data Requests to the degree they seek supplementation beyond that which is required by the Washington Administrative Code.
2. Waste Management objects to producing information or documents which are subject to the attorney-client privilege and/or work product doctrine. Waste Management further objects to providing a privilege log for any documents generated after the filing of the Application.

DATA REQUESTS

DATA REQUEST NO. 1:

Identify (a) all of Your Affiliates currently doing business in Washington State, (b) all of Your Affiliates with officers or employees to whom any of your employees report and (c) all of Your Affiliates involved in any way with Your current or proposed Biomedical Waste Services and (d) for each such Affiliate, Describe their activities in Washington and their involvement, if any, in your current or proposed Biomedical Waste Services.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding services provided by Waste Management's affiliates in support of Waste Management's biomedical waste services.

WM Healthcare Solutions, Inc., a subsidiary of Waste Management, Inc., serves as a resource and informational support service for Waste Management of Washington, Inc. d/b/a WM Healthcare Solutions of Washington.

DATA REQUEST NO. 2:

Identify all persons who control the Applicant or participate in the management, oversight or governance of the Applicant or its current or proposed Biomedical Waste Services and Describe the nature of each of their roles in such management, oversight or governance. In particular, please Describe the role of WM Healthcare Solutions, Inc., a Texas corporation, in the control, oversight or governance of the Applicant or its current or proposed Biomedical Waste Services.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 3:

Produce organizational charts for the Applicant and each of those Affiliates identified in response to Data Request No. 1.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 4:

Describe the types of Services You currently offer or provide to any hospital, healthcare facility, medical laboratory or other generator of Biomedical Waste in Washington State and the geographical limits, if any, within which You offer or provide each such Service.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding services provided to biomedical waste customers. Waste Management's regulated biomedical waste services to customers located in the territory authorized by Certificate No. G-237 are fully described in the governing WUTC Tariff, attached.

DATA REQUEST NO. 5:

Identify all permits, licenses, registrations, approvals, identification numbers, government contracts, or other governmental authorizations or approvals allowing You to offer or provide the Services identified in response to Data Request No. 4, including all governments or agencies or divisions thereof issuing such permits, licenses, registrations, approvals, identification numbers, government contracts, or other governmental authorizations or approvals.

Produce copies of the permits, licenses, registrations, approvals, identification numbers, government contracts, or other governmental authorizations or approvals identified in response to this Data Request No. 5.

Response: Waste Management objects that the request for information regarding government contracts is prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10, is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management will produce other responsive documents.

- Certificate of Convenience No. G-237;
- King County Solid Waste Facility Permit;
- City of Spokane License;
- King County Solid Waste Handling Permit For Vehicles;
- King County Wastewater Discharge Authorization.

DATA REQUEST NO. 6:

Identify all Washington hospitals, healthcare facilities, medical laboratories or other generators of Biomedical Waste to whom You have provided any Services from January 1, 2010 to the present (whether or not you provide Biomedical Waste Services to such customers) and for each such customer Describe (a) all Services provided to that customer, (b) whether Your Services have included the collection or transportation of recyclable materials, (c) whether Your Services have included the collection or transportation of Biomedical Waste, and (d) the period of time during which each such Service was provided to that customer.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 7:

Produce copies of all contracts, agreements, purchase orders, invoices or other Documents specifying or identifying the terms and conditions on which You have provided any Services to the customers Identified in response to Data Request No. 6 at any time from January 1, 2010 to the present

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 8:

Identify and Describe all offers and/or solicitations Relating to Your current or proposed Biomedical Waste Services that You have made to any existing or prospective customer from January 1, 2010 to the present.

Produce all Documents and Communications with actual or potential customers Relating to the offers and/or solicitations identified and described in response to this Data Request No. 8.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 9:

Identify and Describe all Documents and other materials you have used to advertise, promote, or otherwise make known Your current Biomedical Waste Services and all materials you intend to use for such purposes should Your Application be approved.

Produce copies of all such advertising and promotional Documents and materials.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 10:

Identify any customer to whom You have provided Biomedical Waste Services in Washington State at any time from January 1, 2010 to the present.

Produce copies of all contracts, agreements, purchase orders, invoices, Communications, or other Documents Related to any Services provided to the customers Identified in response to this Data Request No. 10 at any time from January 1, 2010 to the present.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 11:

For any customer identified in response to Data Request No. 10, Identify and Describe all Services You or Your Affiliates have provided to such customer at any time from January 1, 2010 to the present, including but not limited to any Services that involve the collection or transportation of recyclable materials or that You have characterized as involving recycling or recycling services, in whole or in part.

Produce copies of all contracts, agreements, purchase orders, invoices, Communications, or other Documents Related to any Services provided to the customers Identified in response to this Data Request No. 11 at any time from January 1, 2010 to the present.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 12:

Please answer the following questions in detail with respect to any Biomedical Waste Services that You have offered or provided in Washington State since January 1, 2010 and the Biomedical Waste Services you intend to offer or provide if your Application is approved. In responding to this Data Request, please Identify and Describe any difference between the Biomedical Waste Services that You have offered or provided in Washington State and the Biomedical Waste Services you intend to offer or provide in Washington State in the future if your Application is approved:

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management generally describes below the biomedical waste services it has offered since the filing of its biomedical waste tariff and the biomedical waste services it proposes to offer in the expanded territory which is the subject of the pending Application.

- (A) Describe the types of Biomedical Waste you have collected or propose to collect from Washington State customers, including but not limited to softs, sharps, pathological waste, trace chemotherapy, pharmaceutical, or other Biomedical Waste.

Response: Waste Management collects all of the types of biomedical waste defined in RCW 70.95K.010.

- (B) Describe the policies and practices your Washington State customers are or will be required to follow relating to their accumulation, segregation, packing, and preparation for collection and transportation of each waste type.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its policies and practices for customers tendering biomedical waste to it.

See Medical Waste Acceptance Protocol.

- (C) Describe your policies and practices for ensuring and verifying that each waste type is correctly segregated, packed, and prepared for collection and transportation in accordance with the policies and practices described in (B) above.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its biomedical waste services.

Customers must sign the Medical Waste Acceptance Protocol and waste receptacles are visually inspected during pick-up and processing.

- (D) Describe each type of container (including sharps containers) that your Washington State customers have used or will in the future use to accumulate, segregate, pack, and prepare for collection and transportation each waste type, including but not limited to all specifications, weight limits, and manufacturer information for each such container.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections Waste Management provides the following information regarding containers used by Washington State customers.

Waste Management supplies customers with Rehrig tubs in three sizes (17 gallon, 31 gallon and 43 gallon), cardboard boxes (30 gallon) and bags/liners. Sharps containers are provided by the customer.

- (E) Describe each type of container (including sharps containers) that You use, propose to use or require Your customers to use in collecting or transporting waste generated by Your Washington State customers, including but not limited to all specifications, weight limits, and manufacturer information for each such container.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its containers.

Manufacturer specifications for the Rehrig tube used by Waste Management are stated in the United Nations/DOT Performance Certification, attached.

- (F) Describe each type of bag or liner that You use, propose to use, or require Your Washington State customers to use in packing and preparing waste for collection and transportation, including but not limited to all specifications, weight limits, and manufacturer information for each such bag or liner.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its bags and liners.

Waste Management uses linear, low-density polyethylene, red bags with "regulated medical waste" printed in black ink with 6" biohazard symbol; bag sizes: 20"x13"x39"x0015 mil; 45"x49"x0015 mil; 26"x22"x65"x0015 mil.

- (G) Describe all tests or verification processes performed on each of the above referenced containers, bags and liners, including but not limited to tests or verification to ensure that each such container, bag or liner is in compliance with applicable government regulations, including but not limited to U.S. Department of Transportation regulations concerning permeability and weight limits.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its biomedical waste services.

Waste Management purchases bags that have been certified by manufacturers as meeting the standards outlined in CFR 49 Part 171.7, ASTM D 1706, and ASTM D 1922. Also, see response to Data Request #12(E) for containers.

- (H) State whether and under what circumstances each type of container, bag or liner described in response to this Data Request No. 12 is or will be reused, recycled,

incinerated, landfilled or otherwise disposed of in conjunction with Your Biomedical Waste Services. If any such containers are or will be reused, Describe the manner and methods by which they will be prepared for reuse. If any such containers are or will be recycled, in whole or in part, Describe the manner and methods by which each will be recycled, including any role of any of Your Affiliates or any third party in such recycling.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its policies and practices relating to containers.

Boxes, including liners, will be incinerated. Tub liners will be emptied for autoclaving and tubs will be sanitized and reused. Certain types of sharps and sharps containers may be recycled.

- (I) Describe Your policies and practices Relating to the collection of each waste type from Your Washington State customers, transferring the wastes to Your collection vehicle(s), and packing and transporting the collected wastes in those vehicles and in any vehicles used for accumulation, storage, or further (e.g., linehaul) transportation subsequent to collection.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its policies and practices relating to biomedical waste collection operations.

See Biomedical Waste Operating Plan.

- (J) Describe Your policies and practices for documenting Your receipt and disposition of each waste type and for tracking each waste type at all stages of Your Biomedical Waste Services through treatment and/or disposal.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its tracking practices.

See Biomedical Waste Operating Plan.

- (K) Describe Your policies and practices for retaining and storing Documents Relating to Your Biomedical Waste Services and compliance with any governmental regulations Relating to retention and storage of such Documents, including but not limited to U.S. Department of Transportation regulations.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding records retention.

Records are retained at 8111 1st Ave. South, Seattle, Washington, in accordance with the company's Records and Information Management Policy, attached.

- (L) Describe each regular transportation or collection route that You currently use in providing Biomedical Waste Services and that you propose to use if your Application is granted and Describe how you provide or intend to provide Biomedical Waste Services to customers that are not located on or near a regular transportation or collection route.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding routing.

Routes are constantly adjusted in response to customer demands and market growth.

- (M) Describe the schedules You use or propose to use for collection of Biomedical Waste from Your Washington State customers. Please state whether You offer or propose to offer "on call" collection services and, if so, Describe your policies and practices for responding to calls for collection, including but not limited to Your proposed response time(s).

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its schedules.

Schedules are based on geography, day and customer need. On-call service will be available when the customers' containers are not accessible at the time of a scheduled pickup or when on-call service is requested. Waste Management will schedule a pickup within a reasonable time after the request for pick up is received from the generator.

- (N) Describe any location or facility to which You currently transport or to which You propose to transport in the future each waste type after collection for the purposes of accumulation, storage, or transfer.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its destination facilities.

149 S.W. Kenyon St., Seattle, WA 98108
4886 N. Manufacturing Way Coeur d'Alene, ID 83815

- (O) Describe Your policies and practices Relating to accumulation, storage, or transfer of each waste type.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its biomedical waste services.

See Biomedical Waste Operating Plan.

- (P) Describe each treatment or disposal facility to which You transport or propose to transport Biomedical Waste collected in Washington State and Describe the types of waste and/or circumstances in which You use or propose to use each such treatment or disposal facility.

Produce all contracts, agreements, regulations or protocols governing or specifying the terms and limitations of Your use of each such treatment or disposal facility and related costs or charges.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information. Without waiving these objections, Waste Management provides the following information regarding the biomedical waste treatment and disposal facilities it uses.

Waste Management's Autoclave Processing Facility, Seattle, WA (Regulated medical waste)
Covanta Waste to Energy Incinerator, Brooks OR (Pathological and residual chemotherapy waste)
Columbia Ridge Landfill Arlington, OR (treated regulated medical waste)
Greater Wenatchee Landfill, Wenatchee, WA (treated regulated medical waste)

See Marion County Oregon Public Works Agreement; Biomedical Waste Operating Plan, attached.

- (Q) Describe the treatment or disposal method employed by each treatment or disposal facility with respect to each type of Biomedical Waste that You transport or propose to transport to that treatment or disposal facility.

See Response to Data Request #12(P), above.

- (R) Describe Your policies and practices Relating to the treatment or disposal of each waste type.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its biomedical waste services.

See Biomedical Waste Operating Plan.

- (S) Describe any waste type that you recycle or propose to recycle, in whole or in part, and Describe your policies and practices Relating to the recycling of any such waste type.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome and seeks Waste Management's trade secrets and confidential business information. Without waiving these objections, Waste Management provides the following information regarding its recycling services.

Waste Management offers commercial recycling throughout Washington on an open-market basis.

- (T) Describe Your policies and practices Relating to workplace, employee, and public safety at all stages of Your current and proposed Biomedical Waste Services.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its workplace safety.

Waste Management complies with OSHA and WISHA safety and health standards. See also Biomedical Waste Operating Plan.

- (U) Describe Your policies and practices Relating to spill and accident prevention, notification, clean-up, decontamination, or remediation at all stages of Your Biomedical Waste Services.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its spill clean-up practices.

See "Cleaning Up Spills of Bloodborne Pathogens", attached.

See also Biomedical Waste Operating Plan.

- (V) Describe by job category Your training and certification policies and practices for employees involved in offering or providing Your Biomedical Waste Services to Washington State customers.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its training practices.

Employees are trained in the following areas:

- Regulated Medical Waste Defined
- DOT Medical Waste Collection and Transportation Regulations and Guidelines
- Waste Management Medical Waste Acceptance
- Medical Waste Tracking and Documentation
- OSHA Blood Borne Pathogens
- Personal Protective Equipment
- Spill Control and Emergency Response

- (W) Describe any Services Relating to Biomedical Waste, other than the Biomedical Waste Services as defined and described above, that You offer or propose to offer Washington State customers.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome and seeks Waste Management's trade secrets and confidential business information.

- (X) Describe any circumstance in which Your current operations or proposed future operations will involve removal of any waste type from one container and transfer of the waste to another container after Your receipt of such waste and prior to treatment or disposal.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its biomedical waste services.

Waste Management does not trans-load untreated biohazard waste.

- (Y) Produce copies of any Documents containing or describing any of the policies and practices Described in response to this Data Request No. 12, including all Documents provided to customers for this purpose.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management will produce the documents identified in the answers above.

DATA REQUEST NO. 13:

Identify and Describe any element of Your Biomedical Waste Services for Washington State customers that are or may be provided by any of Your Affiliates or by any independent contractor or other third party.

Response: No independent contractors or third parties are used.

DATA REQUEST NO. 14:

Identify and Describe (a) each vehicle and any other transportation equipment You, Your Affiliates, or any independent contractor or other third party currently use in providing Biomedical Waste Services to Washington State customers and (b) any additional vehicles and other transportation equipment you intend to use in providing such Services if your Application is granted. Include in Your response a description of all features, design elements or modifications to such vehicles or equipment made for the purpose of preparing them for use to store or transport Biomedical Waste, DOT numbers, registration numbers, licensing information, signage, and vehicle markings, and state whether You own, lease, or rent the vehicle or other equipment and, if leased or rented, the name and address of the title holder.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding its current transportation equipment.

2007 Peterbilt tractor

2011 International 26-foot box van

2011 Great Dane 53-foot refer trailers (3)

DOT # 1967746

The vehicles have been modified by adding the Spill Kit Inventory, attached.

DATA REQUEST NO. 15:

Produce all Your policies, procedures, handbooks, manuals, operating plans, transportation plans, training and certification materials, protocols, guidelines, or other similar documents Relating to your current and proposed Biomedical Waste Services for Washington State customers.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management will produce the documents identified in this response to Data Requests.

DATA REQUEST NO. 16:

Produce examples of all non-identical Documents You use in documenting or tracking the collection, transportation, treatment, and disposal of Biomedical Waste at each stage of Your current or proposed Biomedical Waste Services, including but not limited to all manifests, receipts, shipping labels, shipping documents, delivery receipts, transfer records, disposal certifications or other records. If You have used standard form Documents, You may satisfy this Data Request by providing examples of all such non-identical standard forms used in the last 24 months.

Response: Waste Management objects that the time frame set forth in this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management will produce responsive documents used in performing its biomedical waste services at a mutually agreeable time.

See attached:

- Straight Bill of Lading
- Straight Bill of Lading and Medical Waste Tracking Document
- Medical Waste Tracking Document
- Regulated Medical Waste Labels (Biohazardous, Incineration, Sharps)

DATA REQUEST NO. 17:

Identify all persons employed or contracted with by You or Your Affiliates who have duties Relating to Your current or proposed Biomedical Waste Services to Washington State customers.

Describe the duties of each person identified above, or produce a job description or other Documents describing the job duties of the persons identified in response to this Data Request No 17.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information about employees.

See attached Washington State HealthCare Solution Organizational Chart July 2012.

DATA REQUEST NO. 18:

Describe any Services You offer involving the collection and transportation of sharps or sharps waste, including but not limited to any Service Relating to the BD ecoFinity Life Cycle Solution sharps program. Your answer must include, without limitation:

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome and seeks Waste Management's trade secrets and confidential business information. Without waiving these objections, Waste Management generally describes below the recycling services it has offered since the filing of its biomedical waste tariff.

(a) A statement characterizing Your Service either as involving the collection and transportation of recyclable materials unregulated by the WUTC or as involving the collection and transportation of Biomedical Waste regulated by the WUTC;

Response: Collection services offer to BD ecoFinity customers are performed in the same manner as medical waste customers with the exception of the uniquely labeled tubs filled with sharps containers. Once these tubs are received at the Seattle processing plant, the tubs are loaded onto trailers and transported to Vernon, California for processing. Waste Management performs this as a commercial recycling collection service.

(b) A description of the material collected and transported;

Response: Tubs filled with sharps and sharps containers.

(c) A description of the sharps containers used, including all specifications, their manufacturers, and all manufacturer's information;

Response: Becton, Dickinson and Company sharps containers of various sizes.

(d) A description of all treatment and disposal methods employed for the material, including sharps containers;

Response: Sharps and sharps containers are either disposed of at a landfill or processed for recycling.

(e) If You contend that any portion of the sharps, sharps waste or sharps containers are recycled, a description of the material recycled, the methods used in such recycling, the percentage of the sharps or sharps containers that is recycled, and the methods used in tracking, calculating, and/or documenting the amounts recycled;

Response: Tubs are transported to Waste Management's facility at Vernon, California, and processed in a Red Bag Solutions (RBS) hardware/software system designed to safely,

efficiently, and effectively sterilize and grind medical waste. By exposing infectious medical waste to superheated water and steam (272°F / 133°C) and simultaneously employing a proprietary cutting system, the RBS renders infectious medical waste non-infectious, non-hazardous, and non-recognizable. Once processed through the RBS, the non-infectious medical waste is sent to Talco Plastics in Corona, California where the non-infectious ground sharps are processed and the metals and plastics separated. The recovered plastics are pelletized at Talco and sent to BD to be manufactured into BD Recykleen Products.

(f) The rates You charge for any such Services; and

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

(g) The Washington State generators of Biomedical Waste to whom you provide any such Services.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

Produce copies of all contracts, agreements, purchase orders, invoices, Communications, or other Documents describing or otherwise Related to any Services Identified in response to this Data Request No. 18.

Response: Subject to, and without waiving, the above-stated objections, Waste Management will produce documents at a mutually agreeable time.

DATA REQUEST No. 19:

Describe Your existing Biomedical Waste operations in Washington, including collection, transportation, treatment, and disposal, and provide an itemized description of all personnel, vehicles, transportation equipment, transportation yards, transportation routes, storage facilities, transfer facilities, treatment facilities, disposal facilities and other facilities or equipment currently used in providing such Services, and Describe all changes to existing operations, including personnel, vehicles, transportation equipment, transportation yards, transportation routes, storage facilities, transfer facilities, treatment facilities, disposal facilities and other facilities or equipment You intend to implement to provide Biomedical Waste Services in the additional territory covered by the Application.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is

not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome and seeks Waste Management's trade secrets and confidential business information. Without waiving these objections, Waste Management provides the following information regarding its existing and future operations.

This question is answered in Data Request No. 12. Additional territory can and will be covered out of existing locations and waste will be processed in the same processing facilities. The need for additional fleet equipment will be handled by current fleet vendors.

Produce all operating plans, transportation plans, facility operating plans and other plans or Documents describing Your current Biomedical Waste operations and the changes to those operations You intend to implement to provide Biomedical Waste Services in the additional territory covered by the Application.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 20:

Describe each offer, solicitation, meeting, negotiation, or other Communication, and any agreement, contract, or other understanding reached or in effect, within the past 24 months Related to (1) Your Biomedical Waste Services, (2) Your Services Related to the collection, transportation or recycling of recyclable materials, and (3) Your rates or charges for any of such Services, with or involving any representative of each of the following:

- (a) Skagit Valley Hospital (Mt. Vernon)
- (b) Northwest Hospital (Seattle)
- (c) St. Joseph's Hospital (Bellingham)
- (d) Sacred Heart Hospital (Spokane)
- (e) Holy Family Hospital (Spokane)
- (f) Pathology Associates Medical Laboratories.

Produce all Communications, notes, reports, contracts, agreements, or other Documents Related to any offer, solicitation, meeting, negotiation, or other Communication, or any agreement, contract or understanding referenced in this Data Request No. 20.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 21:

Describe each offer, solicitation, meeting, negotiation, or other Communication, internal or external, Related to any solicitation or offer made by You or any of your employees, contractors, agents or representatives to any hospital, healthcare facility, medical laboratory or other biomedical waste generator Related to the collection, transportation or recycling of recyclable materials or Your rates or charges for any such Services within the past 24 months, and any agreement, contract, or other understanding reached or in effect between You and any hospital, healthcare facility, medical laboratory or other biomedical waste generator for such Services within that period.

Produce all Communications, notes, reports, contracts, agreements, or other Documents Related to any offer, solicitation, meeting, negotiation, or other Communication, or any contract, agreement or understanding referenced in this Data Request No. 21.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 22:

Describe each offer, solicitation, meeting, negotiation, or other Communication involving Jeff Norton and (i) any of Your other employees, agents, contractors or representatives, or (ii) the representative(s) of any hospital, healthcare facility, medical laboratory or other biomedical waste generator Related to the collection, transportation or recycling of recyclable materials, Your rates or charges for any such Services or any contract, agreement or understanding Related to such Services within the past 24 months.

Produce all Communications, notes, reports, contracts, agreements, or other Documents Related to any offer, solicitation, meeting, negotiation, or other Communication, or any contract, agreement or understanding referenced in this Data Request No. 22.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 23:

Identify all insurance policies You carry covering any property or activity Relating to your Biomedical Waste Services in Washington State.

Produce a copy of all insurance policies identified in response to this Data Request No. 21 or a broker's summary of each such policy.

Response: See attached Certificates of Liability Insurance.

DATA REQUEST NO. 24:

Describe any contention by You that there is a need for Your Biomedical Waste Services in the territory covered by Your application and the factual basis for each such contention. Your complete answer must include, but not be limited to:

- (a) the name and address of each generator of Biomedical Waste in Washington State known or believed to be dissatisfied with currently available Biomedical Waste Services;
- (b) the name and job title of each representative of such generators who have communicated such dissatisfaction;
- (c) a description of the manner or method in which such dissatisfaction has been communicated (produce a copy of any such Communication known to You to have been made or memorialized in written, recorded or electronic form);
- (d) identification of the Biomedical Waste Service provider currently providing Biomedical Waste Services to each such generator; and
- (e) a detailed description of the reasons given by each such generator for its dissatisfaction.

Produce all Documents Relating to any complaint or Communication of dissatisfaction described in response to this Data Request No. 24.

Response: Waste Management will produce evidence of complaints and customer dissatisfaction at hearing as determined necessary by the Commission.

DATA REQUEST NO. 25:

Describe any Biomedical Waste Service You offer or propose to offer that You contend will fill any need described in response to Data Request No. 24.

Response: Waste Management will produce evidence of how it intends to fill unmet customer needs at hearing as determined necessary by the Commission.

DATA REQUEST NO. 26:

Describe any contention that You offer or will offer Biomedical Waste Services to Washington State generators that are different from those offered by Stericycle or that You believe are or would be superior in any respect to the Biomedical Waste Services offered by Stericycle.

Response: Waste Management will produce evidence of its different and/or superior service at hearing as determined necessary by the Commission.

DATA REQUEST NO. 27:

Identify by name, address, employer and job title any witness expected to testify in support of each contention described in response to Data Request Nos. 24, 25, and 26, and Identify with specificity any other evidence Relating to each such contention.

Produce all Documents (including email and other Communications) involving or Relating to any witness or evidence identified in response to this Data Request No. 27 and Relating to the subjects addressed by Data Requests No. 24, 25 or 26.

Response: Waste Management has not yet identified its hearing witnesses.

DATA REQUEST NO. 28:

Provide a current balance sheet and itemize the assets and liabilities of WM Healthcare Solutions of Washington and/or Applicant's current Biomedical Waste Services business as of the end of Applicant's most recent complete fiscal year and fiscal quarter in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file with the Washington Utilities and Transportation Commission under WAC 480-70-071. Please separately itemize the assets and liabilities associated with Your Biomedical Waste collection and transportation services and Your services associated with treatment and disposal of Biomedical Waste.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 29:

Provide income statements and itemize Applicant's revenues and expenses for WM Healthcare Solutions of Washington and/or Applicant's current Biomedical Waste Services business for its most recent complete fiscal year and for the year to date. Please present such information in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file with the Washington Utilities and Transportation Commission under WAC 480-70-071. Please separately itemize the revenues and expenses associated with Your Biomedical Waste collection and transportation services and Your services associated with treatment and disposal of Biomedical Waste.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is

not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 30:

Itemize Applicant's investment in those capital assets, including real estate, facilities, vehicles, and equipment, which Applicant currently uses to provide Biomedical Waste Services and itemize those additional capital assets Applicant proposes to use to provide the Biomedical Waste Services in the new territory covered by the Application. Please present such information in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file with the Washington Utilities and Transportation Commission under WAC 480-70-071. Please separately itemize the capital assets associated with Your Biomedical Waste collection and transportation services and Your services associated with treatment and disposal of Biomedical Waste. If any such assets will be used in connection with any service or business other than Biomedical Waste Services, please indicate the percentage of Applicant's investment, by asset, allocable to Applicant's proposed Biomedical Waste Services and Describe the basis for such allocation.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 31:

Identify the total amount of investment capital and operating capital (working capital) currently invested in Applicant's Biomedical Waste Services business and any additional amounts that You believe will be required to support and sustain Your Biomedical Waste Services if your Application is granted and Describe the basis for your calculations. Please separately itemize investment associated with Your Biomedical Waste collection and transportation services and your services associated with treatment and disposal of Biomedical Waste.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 32:

Describe the amount and sources, internal and external, of funds, financing, borrowing, or other financial or capital support that are available to WM Healthcare Solutions of Washington and/or Your Biomedical Waste Services business for the capital investment and operating capital required to support Your Biomedical Waste Services.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 33:

Produce all budgets prepared for WM Healthcare Solutions of Washington and/or Your Biomedical Waste Services business for calendar years 2011 and 2012 (or any portion thereof), including any amendments or updates to such budgets through the present.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 34:

Produce all internal reports, audits, tax returns and other Documents describing revenues, expenses, profits, assets, or liabilities Related to Your Biomedical Waste Services from January 1, 2010 to the present.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 35:

Describe and itemize in detail the data, analysis, methodology, assumptions and other considerations involved in any prior budget, study, evaluation or projection prepared or conducted by You (or for You by others) of the potential revenues, expenses or profitability of Your Biomedical Waste Services (a) within the territory covered by Certificate No. G-237 and/or (b) within the territory covered by Your Application, and produce all Documents Relating to any such data, analysis, methodology, assumptions, considerations, budget, studies, evaluations or projections.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 36:

Please provide detailed projections of the capital investment, revenues and expenses that You anticipate for Your Biomedical Waste Services for each of the years 2013-2015 assuming, alternatively, (a) that Your Application is denied, and (b) that Your Application is granted in 2012. Describe in detail the basis for Your projections. Please provide such projections 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. Please provide separate projections of the capital investment, revenues and expenses anticipated for Your Biomedical Waste collection and transportation services and Your services associated with treatment and disposal of Biomedical Waste.

Produce all Documents supporting or otherwise Relating to Your projections of capital investment, revenues and expenses described and itemized in response to this Data Request No. 31, and Identify all persons who contributed to preparing such projections.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information.

DATA REQUEST NO. 37:

Identify each of the facilities You use or intend to use for the treatment or disposal of Biomedical Waste and all contracts, agreements or other arrangements You have made for such treatment or disposal, including all charges and costs associated with treatment or disposal at each such facility and any conditions or limitations that govern Your use or access to each such facility.

Produce all contracts, agreements, protocols, instructions, directions, terms and conditions, invoices or other Documents containing or describing the terms and conditions governing Your use of and access to each facility identified in response to this Data Request No. 37.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly burdensome, and seeks Waste Management's trade secrets and confidential business information. Without waiving these objections, Waste Management provides the information regarding facilities it uses in providing its biomedical waste services in responses to Data Request #12.

DATA REQUEST NO. 38:

Identify by court, agency, case number and date of filing and Describe all lawsuits or administrative complaints, investigations or proceedings to which You or WM Healthcare Solutions, Inc. have been made a party since January 1, 2009.

Produce all Documents Relating to any lawsuits or administrative complaints, investigations or proceedings identified in response to this Data Request No. 38.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management provides the following information regarding lawsuits or administrative proceedings regarding Waste Management's biomedical waste services.

There is no litigation to report for the period January 1, 2009, to present with respect to operations of Waste Management of Washington, Inc. that provide biomedical services.

DATA REQUEST NO. 39:

Describe all citations, notices of violation, penalties, or other sanctions that have been issued to You or Your Affiliates by the federal government, any state, county, city, or other local government, or any agency or division thereof since January 1, 2009.

Produce all Documents Relating to any citations, violations, penalties, or other sanctions identified in response to this Data Request No. 39.

Response: Waste Management objects that the noted time frame and the request for information about affiliates are not reasonably calculated to lead to the discovery of admissible evidence, are overly broad and unduly burdensome. Without waiving these objections and in lieu of a summary of the relevant documents, Waste Management will produce, at a mutually agreeable time, relevant documents regarding Waste Management which were generated since the filing of its biomedical waste tariff.

On October 11, 2011, the Washington State Department of Ecology issued a Notice to Comply to Waste Management of Washington, Inc. following a compliance inspection of its biomedical waste facility at 149 SW Kenyon St. in Seattle, attached. Alleged violations included failure to properly designate all waste streams. The Company submitted a Sampling Plan and Quality Assurance Project Plan as requested by the agency in its notice.

DATA REQUEST NO. 40:

Identify and Produce all Documents Relating to any customer complaint or any dispute between You and any of Your non-residential customers from January 1, 2009 to the present.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. In addition, Waste Management objects that the noted time frame and the request for information about services other than biomedical waste services are not reasonably calculated to lead to the discovery of admissible evidence, are overly broad and

unduly burdensome. Without waiving these objections, Waste Management will produce, at a mutually agreeable time, relevant documents regarding Waste Management's biomedical waste services which were generated since the filing of its biomedical waste tariff.

DATA REQUEST NO. 41:

Identify any person (not previously identified) that Applicant believes has knowledge or information Relating to this proceeding, the Application, the merits of any protest of the Application, Applicant's current or proposed Biomedical Waste Services, Applicant's fitness to provide such services in Washington State, and/or the need for Applicant's proposed Biomedical Waste Services in Washington State. For each person identified, provide a description of the knowledge or information that person is believed to have.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome.

DATA REQUEST NO. 42:

Identify any witness (not previously identified) that Applicant expects to call to testify in support of the Application, and provide a summary of each witness's anticipated testimony.

For any expert witness identified in response to this Data Request No. 42, please produce:

- (a) a copy of all documents and other materials provided to, consulted by, or relied on by that expert;
- (b) a copy of the expert's resume and/or CV; and
- (c) a report or detailed description of each of the expert witness's opinions, analyses, methodologies, and the facts on which the expert will rely.

Response: Waste Management has not yet identified its hearing witnesses. Waste Management objects to the request that any expert witness generate a report.

DATA REQUEST NO. 43:

Describe all Communications, including but not limited to email, Relating to Your Application, the Biomedical Waste Services You offer or propose to offer in Washington State, or the need for the Biomedical Waste Services You propose to offer in the territory covered by Your Application between You or any of your employees, contractors, agents or representatives and any representative, employee or official of the Washington Utilities and Transportation Commission or its staff and produce all Documents Related thereto.

Response: Waste Management objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome, and the information is available through a public records request to the Commission.

DATA REQUEST NO. 44:

Produce all Documents and other materials that You intend to present as evidence in support of Your Application.

Response: Other than the documents appended to its Application and filed to date in this matter, Waste Management has not determined what documents and materials it will present at the hearing.

DATA REQUEST NO. 45:

Produce all Documents that You consulted or referred to in responding to these Data Requests and all Documents identified or referenced in Your responses to these Data Requests.

Response: Waste Management objects to this Data Request as being prohibited by Order 01 ¶ 8, Order 03 ¶ 24, and Order 04 ¶ 10. Waste Management further objects that this Data Request is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad and unduly burdensome. Without waiving these objections, Waste Management will produce the documents identified in this response to Data Requests.

DATA REQUEST NO. 46:

With respect to each of the foregoing Data Requests, please provide the name of each person who assisted in the preparation of Your response.

Response: Jeffrey Daub, Jeffrey Norton, Michael Weinstein, Katja Ellertson, Andrew Kenefick, Polly McNeill, and Jessica Goldman.

DATA REQUEST NO. 47:

Produce copies of all Your written responses to any Data Requests served by any other party to this Application proceeding and copies of all Documents produced to any other party to this Application proceeding.

Response: Waste Management has not been served with any other data requests in this matter.

DATED this 30th day of May, 2012.

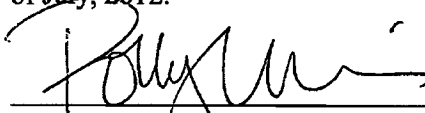
GARVEY SCHUBERT BARER

CERTIFICATE OF SERVICE

I hereby certify that I have this day served this document upon all parties of record in this proceeding, by the method indicated below, pursuant to WAC 480-07-150.

<p>Stephen B. Johnson Jared Van Kirk Garvey Schubert Barer 1191 Second Avenue, Suite 1800 Seattle, WA 98101 (206) 464-3939 sjohnson@gsblaw.com jvankirk@gsblaw.com dbarrientes@gsblaw.com <i>Attorneys for Stericycle of Washington, Inc.</i></p>	<p><input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Email</p>
<p>James K. Sells 3110 Judson Street Gig Harbor, WA 98335 (360) 981-0168 jamesells@comcast.net cheryls@rsulaw.com <i>Attorney for Protestant WRRRA, Rubatino, Consolidated, Murrey's, and Pullman</i></p>	<p><input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Email</p>

DATED at Seattle, Washington, this 5th day of July, 2012.



Polly L. McNeill

By _____

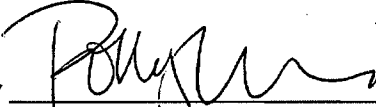
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RESPONSES AND OBJECTIONS DATED this 5th day of July, 2012.

SUMMIT LAW GROUP PLLC

By _____


Polly L. McNeill, WSBA #17437
Jessica L. Goldman, WSBA #21856
pollym@summitlaw.com
jessicag@summitlaw.com

*Attorneys for Waste Management of
Washington, Inc.*

EXHIBIT C

BEFORE THE WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

In Re Application of

WASTE MANAGEMENT OF
WASHINGTON, INC.
d/b/a WM Healthcare Solutions
of Washington
720 4th Ave. Ste 400
Kirkland, WA 98033-8136

Docket No. TG-120033

**PROTESTANT STERICYCLE OF
WASHINGTON, INC.'S FIRST DATA
REQUESTS TO APPLICANT WASTE
MANAGEMENT OF WASHINGTON,
INC. AND SUPPLEMENTAL
RESPONSES THERETO**

Subject to and without waving its previously stated objections, Waste Management of Washington, Inc. ("Waste Management") supplements its July 5, 2012 responses to Stericycle's First Data Requests as follows.

DATA REQUESTS

DATA REQUEST NO. 8:

Identify and Describe all offers and/or solicitations Relating to Your current or proposed Biomedical Waste Services that You have made to any existing or prospective customer from January 1, 2010 to the present.

Produce all Documents and Communications with actual or potential customers Relating to the offers and/or solicitations identified and described in response to this Data Request No. 8.

Supplemental Response: Marketing materials Waste Management has used in soliciting new business and advertizing its biomedical waste services are produced herewith. Jeff Norton and Jeff Daub have knowledge regarding this response.

DATA REQUEST NO. 9:

Identify and Describe all Documents and other materials you have used to advertise, promote, or otherwise make known Your current Biomedical Waste Services and all materials you intend to use for such purposes should Your Application be approved.

Produce copies of all such advertising and promotional Documents and materials.

Supplemental Response: Marketing materials Waste Management has used in soliciting new business and advertizing its biomedical waste services are produced herewith. Jeff Norton and Jeff Daub have knowledge regarding this response.

DATA REQUEST NO. 12:

Please answer the following questions in detail with respect to any Biomedical Waste Services that You have offered or provided in Washington State since January 1, 2010 and the Biomedical Waste Services you intend to offer or provide if your Application is approved. In responding to this Data Request, please Identify and Describe any difference between the Biomedical Waste Services that You have offered or provided in Washington State and the Biomedical Waste Services you intend to offer or provide in Washington State in the future if your Application is approved:

- (A) Describe the types of Biomedical Waste you have collected or propose to collect from Washington State customers, including but not limited to softs, sharps, pathological waste, trace chemotherapy, pharmaceutical, or other Biomedical Waste.
- (B) Describe the policies and practices your Washington State customers are or will be required to follow Relating to their accumulation, segregation, packing, and preparation for collection and transportation of each waste type.
- (C) Describe Your policies and practices for ensuring and verifying that each waste type is correctly segregated, packed, and prepared for collection and transportation in accordance with the policies and practices described in (B) above.
- (D) Describe each type of container (including sharps containers) that Your Washington State customers have used or will in the future use to accumulate, segregate, pack, and prepare for collection and transportation each waste type, including but not limited to all specifications, weight limits, and manufacturer information for each such container.
- (E) Describe each type of container (including sharps containers) that You use, propose to use or require Your customers to use in collecting or transporting waste generated by Your Washington State customers, including but not limited to all specifications, weight limits, and manufacturer information for each such container.
- (F) Describe each type of bag or liner that You use, propose to use, or require Your Washington State customers to use in packing and preparing waste for collection and transportation, including but not limited to all specifications, weight limits, and manufacturer information for each such bag or liner.
- (G) Describe all tests or verification processes performed on each of the above referenced containers, bags and liners, including but not limited to tests or verification to ensure that each such container, bag or liner is in compliance with applicable government regulations, including but not limited to U.S. Department of Transportation regulations concerning permeability and weight limits.
- (H) State whether and under what circumstances each type of container, bag or liner described in response to this Data Request No. 12 is or will be reused, recycled,

incinerated, landfilled or otherwise disposed of in conjunction with Your Biomedical Waste Services. If any such containers are or will be reused, Describe the manner and methods by which they will be prepared for reuse. If any such containers are or will be recycled, in whole or in part, Describe the manner and methods by which each will be recycled, including any role of any of Your Affiliates or any third party in such recycling.

- (I) Describe Your policies and practices Relating to the collection of each waste type from Your Washington State customers, transferring the wastes to Your collection vehicle(s), and packing and transporting the collected wastes in those vehicles and in any vehicles used for accumulation, storage, or further (e.g., linehaul) transportation subsequent to collection.
- (J) Describe Your policies and practices for documenting Your receipt and disposition of each waste type and for tracking each waste type at all stages of Your Biomedical Waste Services through treatment and/or disposal.
- (K) Describe Your policies and practices for retaining and storing Documents Relating to Your Biomedical Waste Services and compliance with any governmental regulations Relating to retention and storage of such Documents, including but not limited to U.S. Department of Transportation regulations.
- (L) Describe each regular transportation or collection route that You currently use in providing Biomedical Waste Services and that you propose to use if your Application is granted and Describe how you provide or intend to provide Biomedical Waste Services to customers that are not located on or near a regular transportation or collection route.
- (M) Describe the schedules You use or propose to use for collection of Biomedical Waste from Your Washington State customers. Please state whether You offer or propose to offer "on call" collection services and, if so, Describe your policies and practices for responding to calls for collection, including but not limited to Your proposed response time(s).
- (N) Describe any location or facility to which You currently transport or to which You propose to transport in the future each waste type after collection for the purposes of accumulation, storage, or transfer.
- (O) Describe Your policies and practices Relating to accumulation, storage, or transfer of each waste type.
- (P) Describe each treatment or disposal facility to which You transport or propose to transport Biomedical Waste collected in Washington State and Describe the types of waste and/or circumstances in which You use or propose to use each such treatment or disposal facility.

Produce all contracts, agreements, regulations or protocols governing or specifying the terms and limitations of Your use of each such treatment or disposal facility and related costs or charges.

- (Q) Describe the treatment or disposal method employed by each treatment or disposal facility with respect to each type of Biomedical Waste that You transport or propose to transport to that treatment or disposal facility.
- (R) Describe Your policies and practices Relating to the treatment or disposal of each waste type.
- (S) Describe any waste type that you recycle or propose to recycle, in whole or in part, and Describe your policies and practices Relating to the recycling of any such waste type.
- (T) Describe Your policies and practices Relating to workplace, employee, and public safety at all stages of Your current and proposed Biomedical Waste Services.

Supplemental Response: The materials used for driver training are produced herewith.

- (U) Describe Your policies and practices Relating to spill and accident prevention, notification, clean-up, decontamination, or remediation at all stages of Your Biomedical Waste Services.
- (V) Describe by job category Your training and certification policies and practices for employees involved in offering or providing Your Biomedical Waste Services to Washington State customers.

Supplemental Response: The materials used for driver training are produced herewith.

- (W) Describe any Services Relating to Biomedical Waste, other than the Biomedical Waste Services as defined and described above, that You offer or propose to offer Washington State customers.
- (X) Describe any circumstance in which Your current operations or proposed future operations will involve removal of any waste type from one container and transfer of the waste to another container after Your receipt of such waste and prior to treatment or disposal.
- (Y) Produce copies of any Documents containing or describing any of the policies and practices Described in response to this Data Request No. 12, including all Documents provided to customers for this purpose.

Supplemental Response: The materials used for driver training are produced herewith. Jeff Norton and Jeff Daub have knowledge regarding this response.

DATA REQUEST NO. 14:

Identify and Describe (a) each vehicle and any other transportation equipment You, Your Affiliates, or any independent contractor or other third party currently use in providing Biomedical Waste Services to Washington State customers and (b) any additional vehicles and other transportation equipment you intend to use in providing such Services if your Application is granted. Include in Your response a description of all features, design elements or modifications to such vehicles or equipment made for the purpose of preparing them for use to store or transport Biomedical Waste, DOT numbers, registration numbers, licensing information, signage, and vehicle markings, and state whether You own, lease, or rent the vehicle or other equipment and, if leased or rented, the name and address of the title holder.

Supplemental Response: A description of Waste Management's vehicles is produced herewith. Waste Management marks its vehicles in compliance with US DOT regulations. Jeff Norton and Jeff Daub have knowledge regarding this response.

DATA REQUEST NO. 18:

Describe any Services You offer involving the collection and transportation of sharps or sharps waste, including but not limited to any Service Relating to the BD ecoFinity Life Cycle Solution sharps program. Your answer must include, without limitation:

(a) A statement characterizing Your Service either as involving the collection and transportation of recyclable materials unregulated by the WUTC or as involving the collection and transportation of Biomedical Waste regulated by the WUTC;

(b) A description of the material collected and transported;

(c) A description of the sharps containers used, including all specifications, their manufacturers, and all manufacturer's information;

(d) A description of all treatment and disposal methods employed for the material, including sharps containers;

(e) If You contend that any portion of the sharps, sharps waste or sharps containers are recycled, a description of the material recycled, the methods used in such recycling, the percentage of the sharps or sharps containers that is recycled, and the methods used in tracking, calculating, and/or documenting the amounts recycled;

(f) The rates You charge for any such Services; and

(g) The Washington State generators of Biomedical Waste to whom you provide any such Services.

Produce copies of all contracts, agreements, purchase orders, invoices, Communications, or other Documents describing or otherwise Related to any Services Identified in response to this Data Request No. 18.

Supplemental Response: Waste Management autoclaves the majority of sharps waste collected. Approved sharps containers are deposited into Waste Management's lined, reusable tubs and are transported to the Seattle processing plant for autoclaving. The sterilized sharps are then transported to Columbia Ridge or Greater Wenatchee Landfill for final disposal. BD ecoFinity is a sharps recycling program rolled out to hospitals in 2011 by Waste Management and Becton Dickenson. Waste Management collects full sharps containers weekly from St. Joseph Medical Center in Bellingham. The contract with St. Joseph Medical Center is produced herewith. The sharps containers are delivered to the Seattle processing facility and are loaded to 1-yard Gaylord's, placed on a 53' trailer and transported to Vernon, California for processing in a Red Bag Solutions machine. The sterilized, washed and shredded sharps containers and their contents are then sent to Talco Corporation where the material is separated utilizing float/sink technology. The plastics recovered in this process are pelletized and used in the remanufacturing of sharps containers. In May and June 2012, recycled sharps and sharps containers yielded between 17% and 28% of the recycled product. Waste Management accepts all approved sharps and sharps containers under both its BD ecoFinity program and its regulated biomedical waste program. Waste Management charges competitive market rates for its BD ecoFinity program and tariff rates for its regulated biomedical waste program. Jeff Daub, Jeff Norton and Tim Tucker have knowledge regarding this response.

DATA REQUEST NO. 20:

Describe each offer, solicitation, meeting, negotiation, or other Communication, and any agreement, contract, or other understanding reached or in effect, within the past 24 months Related to (1) Your Biomedical Waste Services, (2) Your Services Related to the collection, transportation or recycling of recyclable materials, and (3) Your rates or charges for any of such Services, with or involving any representative of each of the following:

- (a) Skagit Valley Hospital (Mt. Vernon)
- (b) Northwest Hospital (Seattle)
- (c) St. Joseph's Hospital (Bellingham)
- (d) Sacred Heart Hospital (Spokane)
- (e) Holy Family Hospital (Spokane)
- (f) Pathology Associates Medical Laboratories.

Produce all Communications, notes, reports, contracts, agreements, or other Documents Related to any offer, solicitation, meeting, negotiation, or other Communication, or any agreement, contract or understanding referenced in this Data Request No. 20.

Supplemental Response: The contracts with these entities along with the one email exchange which is responsive are produced herewith. Waste Management does not perform recycling services for Sacred Heart Medical Center, Holy Family Hospital, or Pathology Associates

Medical Laboratories. Prior to providing biomedical waste services to Skagit Valley Hospital, Waste Management charged the hospital \$600/month for recycling. Currently, Waste Management charges the competitive rate of \$1,800/month for increased recycling at Skagit Valley Hospital. Prior to providing biomedical waste services to Northwest Hospital, Waste Management charged the hospital \$132 per haul for recycling. Currently, Waste Management charges the hospital the competitive rate of \$95 per haul for recycling with a \$40/ton refund based on the market commodity price obtained by Waste Management for the recycled material. Waste Management does not provide regulated biomedical waste services to St. Joseph Medical Center and does not provide recycling services to Sacred Heart Hospital, Holy Family Hospital or PAML. Jeff Norton, Jeff Daub, Mike Charles, Rodger Lycan, Rob Spohn, Rose Hong, and Bill Montgomery have knowledge regarding this response.

DATA REQUEST NO. 22:

Describe each offer, solicitation, meeting, negotiation, or other Communication involving Jeff Norton and (i) any of Your other employees, agents, contractors or representatives, or (ii) the representative(s) of any hospital, healthcare facility, medical laboratory or other biomedical waste generator Related to the collection, transportation or recycling of recyclable materials, Your rates or charges for any such Services or any contract, agreement or understanding Related to such Services within the past 24 months.

Produce all Communications, notes, reports, contracts, agreements, or other Documents Related to any offer, solicitation, meeting, negotiation, or other Communication, or any contract, agreement or understanding referenced in this Data Request No. 22.

Supplemental Response: Waste Management has offered recycling services to the following biomedical waste generators: Northwest Hospital, Virginia Mason, Skagit Valley Hospital, St. Joseph Medical Center, Evergreen Hospital, Seattle Genetics, Swedish Medical Center, PeaceHealth, Bayer Healthcare, and Sacred Heart Medical Center. In each case, Waste Management has made a competitive bid in line with the local market. Because hospitals provide a wide range (and usually large volumes) of commodities, this market is very competitive. In the case of Northwest Hospital and Virginia Mason, the pricing was provided to Waste Management by the hospitals. Waste Management has a state-of-the-art recycling facility in Woodinville and offers facilities competitive options. Responsive documents are produced herewith. Jeff Norton, Mike Jefferies, Kelly Macy, Rob Spohn, Ray Moore, Bill Montgomery, Mike Smith, Juan Escalante, Rose Hong, Andy Flodin, James Owen, David Wick, and Mike Charles have knowledge regarding this response.

DATA REQUEST NO. 24:

Describe any contention by You that there is a need for Your Biomedical Waste Services in the territory covered by Your application and the factual basis for each such contention. Your complete answer must include, but not be limited to:

- (a) the name and address of each generator of Biomedical Waste in Washington State known or believed to be dissatisfied with currently available Biomedical Waste Services;
- (b) the name and job title of each representative of such generators who have communicated such dissatisfaction;
- (c) a description of the manner or method in which such dissatisfaction has been communicated (produce a copy of any such Communication known to You to have been made or memorialized in written, recorded or electronic form);
- (d) identification of the Biomedical Waste Service provider currently providing Biomedical Waste Services to each such generator; and
- (e) a detailed description of the reasons given by each such generator for its dissatisfaction.

Produce all Documents Relating to any complaint or Communication of dissatisfaction described in response to this Data Request No. 24.

Supplemental Response: Generators of biomedical waste who are dissatisfied with currently available biomedical waste services include the following:

- Pathology Associated Medical Laboratories
Rodger Lycan, Procurement Manager
PO Box 2687
Spokane, WA 99204
Dissatisfaction was communicated orally.
Waste Management services approximately 40 sites within the G-237 territory and Stericycle provides services where there is no other choice.
Dissatisfied that Stericycle is the only choice for many of their sites nationwide and that Stericycle's services were overpriced in Kentucky.
- PeaceHealth
Ray Moore, System Contract Manager
James Owen, System Supply Chain Manager
1115 SE 164th Avenue
Vancouver, WA 98683
Dissatisfaction was communicated orally.
Stericycle provides biomedical waste service.
Dissatisfied that Stericycle has monopolized the market for years and has no other option.
PeaceHealth requires a single biomedical waste service provider to all of its facilities.
- Kennewick General Hospital
Christy Kuhn, Director of Environmental Services
900 S Auburn Street
Kennewick, WA 99336
Dissatisfaction about Stericycle's services was communicated orally to Waste Management and was also communicated to Stericycle.

Waste Management now provides biomedical waste service.
Dissatisfied with Stericycle's services because Stericycle missed pickups, left containers behind, and had rude drivers.

- University of Washington
Emily Newcomer, Recycling and Solid Waste Manager
206-685-8928
Dissatisfaction was communicated orally.
Waste Management and Stericycle both provide biomedical waste service.
Dissatisfied with Stericycle's customer service, would like to consolidate all of its biomedical waste with one service provider for the sake of administrative efficiency, and would like there to be competition among service providers to ensure the best price for generators.

Jeff Norton and Jeff Daub, along with each of the individuals identified above, have knowledge regarding this response.

DATA REQUEST NO. 25:

Describe any Biomedical Waste Service You offer or propose to offer that You contend will fill any need described in response to Data Request No. 24.

Supplemental Response: Waste Management will offer competition against Stericycle and a choice for generators for statewide service, offering more complete customer service, local processing, and sharps recycling for large hospitals or rural hospitals. Jeff Norton and Jeff Daub have knowledge regarding this response.

DATA REQUEST NO. 26:

Describe any contention that You offer or will offer Biomedical Waste Services to Washington State generators that are different from those offered by Stericycle or that You believe are or would be superior in any respect to the Biomedical Waste Services offered by Stericycle.

Supplemental Response: Waste Management's treatment facility in Seattle is closer to most of the facilities generating medical waste in Washington than is Stericycle's treatment facility in Lewis County. This includes generators in King, Pierce, Snohomish and Spokane Counties which represent the large majority of biomedical waste. Less travel time for untreated waste from the generator to the treatment facility reduces the risk of liability and the environmental impact of the transportation. Waste Management also has the ability to utilize rail for final disposal, further reducing the number of trucks on the road. Moreover, proximity to the treatment facility makes it more convenient for generators to perform audits on their service provider. Waste Management offers an upgraded containment system for generators including 17-, 31-, and 43-gallon containers with attached lids made by Rehrig. Stericycle only began offering these containers to generators when Waste Management began competing with Stericycle in the G-237 territory and, presently, only offers these containers to generators who

specifically ask for them. Additionally, Waste Management is currently piloting various projects which will offer more sustainable ways to handle biomedical waste, including the BD ecoFinity program to recycle sharps containers (after rendering them non-infectious) and to reclaim the plastics and metals, the Daniels Healthcare reusable sharps container system which reuses sharps containers up to 600 times, the S-4 Plasma Arc Technology which converts any type of waste into synthetic gas and a glass product, and Agylix which converts all types of plastics to synthetic crude oil. Jeff Daub, Jeff Norton and Tim Tucker have knowledge regarding this response.

DATA REQUEST NO. 29:

Provide income statements and itemize Applicant's revenues and expenses for WM Healthcare Solutions of Washington and/or Applicant's current Biomedical Waste Services business for its most recent complete fiscal year and for the year to date. Please present such information in the manner, format and detail of the Annual Report (including all Schedules) that Class A Solid Waste Collection Companies are required to file with the Washington Utilities and Transportation Commission under WAC 480-70-071. Please separately itemize the revenues and expenses associated with Your Biomedical Waste collection and transportation services and Your services associated with treatment and disposal of Biomedical Waste.

Supplemental Response: Income statements are being produced herewith. Michael Weinstein has knowledge regarding this response.

DATA REQUEST NO. 32:

Describe the amount and sources, internal and external, of funds, financing, borrowing, or other financial or capital support that are available to WM Healthcare Solutions of Washington and/or Your Biomedical Waste Services business for the capital investment and operating capital required to support Your Biomedical Waste Services.

Supplemental Response: Waste Management of Washington, Inc. is the wholly-owned subsidiary of Waste Management, Inc. Waste Management, Inc. stands fully behind its Washington subsidiary's application for statewide biomedical waste authority and is committed to providing the financial support necessary to grow this start-up business to profitability. Waste Management, Inc.'s annual report for 2011 showing the corporate parent's financial wherewithal is produced herewith. Michael Weinstein has knowledge regarding this response.

DATA REQUEST NO. 38:

Identify by court, agency, case number and date of filing and Describe all lawsuits or administrative complaints, investigations or proceedings to which You or WM Healthcare Solutions, Inc. have been made a party since January 1, 2009.

Produce all Documents Relating to any lawsuits or administrative complaints, investigations or proceedings identified in response to this Data Request No. 38.

Supplemental Response regarding Waste Management of Washington, Inc.:

- *Melinda Gonzalez v. Waste Management of Washington*, Island County Superior Court No. 11-2-99844-9, filed 9/29/11 (employment case)
- *Jitterbugs Espresso, LLC v. Waste Management of Washington, Inc.*, Skagit County Superior Court No. 10-2-00691-8, filed 4/26/10 (claim of overpayment for services)
- *Mark Ricard v. Waste Management of Washington, Inc.*, Chelan County Superior Court No. 09-2005405, filed 5/8/09 (employment case)
- *Arthur Polkey v. Waste Management of Washington, Inc.*, King County Superior Court No. 09-2-10677-1 SEA, filed 3/5/09 (employment case)
- *Mark Ricard v. Waste Management of Washington, Inc.*, EEOC, filed 2/1/09
- *John Kovach v. Waste Management of Washington, Inc.*, EEOC, filed 2/16/10
- *Gary Klatz v. Waste Management of Washington, Inc.*, EEOC No. 551-2011-00166, filed 2/10/11
- *Debra Brown v. Waste Management of Washington, Inc.*, EEOC No. 846-2011-24043, filed 4/12/11
- *Daniel Flores v. Waste Management of Washington, Inc.*, EEOC No. 38H-2012-00615 and WSHRC No. 03EN-0902-11-2, filed 6/8/12

This response does not include, to the degree responsive, proceedings before OSHA (*see* www.OSHA.gov), NLRB (*see* www.NLRB.gov), local agencies, small claims courts, personal injury claims, and property claims. Katja Ellertson and Andrew Kenefick of Waste Management have knowledge regarding this response.

DATA REQUEST NO. 39:

Describe all citations, notices of violation, penalties, or other sanctions that have been issued to You or Your Affiliates by the federal government, any state, county, city, or other local government, or any agency or division thereof since January 1, 2009.

Produce all Documents Relating to any citations, violations, penalties, or other sanctions identified in response to this Data Request No. 39.

Supplemental Response:

- Skagit Hauling, Washington State Department of Labor and Industries, Inspection No. 314686866, 12/10 (WISHA)
- Puget Sound Clean Air Agency Notice of Violation and Civil Penalty No. 09-297CP, issued 12/22/09 (dust emissions)
- Puget Sound Clean Air Agency Notice of Violation No. 3-005113, issued 7/1/09 (dust emissions)
- Cascade Recycling Center, Department of Labor and Industries No. 313392771, issued 9/28/09 (OSHA logs)

- Cascade Recycling Center, Department of Labor and Industries No. 312648249, issued 7/1/09 (hand protection and recording of injuries)
- Washington Utilities & Transportation Commission, No. TG-091127, filed 10/20/09 (billing of fuel/environmental charge)
- Seattle Public Utilities Notice of Violation, No. 2011-031, issued 12/8/11 (water discharge)
- Washington Department of Ecology Notice of Violation, No. 9274, issued 6/26/12 (water discharge)

There are no responsive weigh master or driver/vehicle citations from Waste Management's biomedical waste services. This response does not include, to the degree responsive, any weigh master or driver/vehicle citations arising in other services provided by Waste Management. Documents regarding the Department of Ecology matter are being produced herewith. Jeff Daub, Katja Ellertson and Andrew Kenefick have knowledge regarding this response.

DATA REQUEST NO. 41:

Identify any person (not previously identified) that Applicant believes has knowledge or information Relating to this proceeding, the Application, the merits of any protest of the Application, Applicant's current or proposed Biomedical Waste Services, Applicant's fitness to provide such services in Washington State, and/or the need for Applicant's proposed Biomedical Waste Services in Washington State. For each person identified, provide a description of the knowledge or information that person is believed to have.

Supplemental Response: In addition to those mentioned above, persons who may have knowledge or information relating to this proceeding include the following:

- Jeff Daub, Senior District Manager, Waste Management, c/o Summit Law Group. Has knowledge regarding Washington's biomedical waste service market.
- Jeff Norton, Account Development Manager, Waste Management, c/o Summit Law Group. Has knowledge regarding Washington's biomedical waste service market.
- Michael Weinstein, Senior Area Pricing Manager, Waste Management, c/o Summit Law Group. Has knowledge regarding Washington's biomedical waste service market.
- Tim Tucker, District Manager, Waste Management, c/o Summit Law Group. Has knowledge regarding the BD ecoFinity program.
- Kelly Macy, Recycling Subject Matter Expert, Waste Management, c/o Summit Law Group. Has knowledge regarding the recycling service market.
- Katie Salinas, Public Sector Account Manager, Waste Management, c/o Summit Law Group. Has knowledge regarding Washington's biomedical waste service market.
- Rod Rosatto, Plant Manager, Waste Management, c/o Summit Law Group. Has knowledge regarding Washington's biomedical waste service market.
- Ray Moore, System Contract Manager, PeaceHealth, 425-649-3884. Has knowledge regarding Washington's biomedical waste service market.
- James Owen, Systems Director Supply Chain, PeaceHealth, 425-649-3866. Has knowledge regarding Washington's biomedical waste service market.

- Jerry Quinn, former Regional Supply Chain Director, Providence Healthcare. Has knowledge regarding Washington's biomedical waste service market.
- Kevin Campbell, Regional Supply Chain Director, Providence Healthcare, 503-215-4063. Has knowledge regarding Washington's biomedical waste service market.
- Jason Moulding, Regional Supply Chain Director, Providence Healthcare, 909 Broadway, Everett, WA 98206. Has knowledge regarding Washington's biomedical waste service market.
- David Loewe, CEO, Humane Society, 425-649-7556. Has knowledge regarding Washington's biomedical waste service market.
- Michael Walsh, Director, Washington State Dental Association, 206-448-1914. Has knowledge regarding Washington's biomedical waste service market.
- Christy Kuhn, Director, Environmental Services, Kennewick General Hospital, 509-586-5809. Has knowledge regarding Washington's biomedical waste service market.
- Roger Lycan, Supply Chain Director, Pathology Associates Medical Labs, 509-755-8789. Has knowledge regarding Washington's biomedical waste service market.
- Lori Creighton, Purchasing Manager, Pathology Associates Medical Labs, 509-755-8783. Has knowledge regarding Washington's biomedical waste service market.
- Mike Charles, Director of Environmental Services, Sacred Heart Medical Center, 509-474-3261. Has knowledge regarding Washington's biomedical waste service market.
- Rob Spohn, Director of Environmental Services, Skagit Valley Hospital, 360-770-2659. Has knowledge regarding Washington's biomedical waste service market.
- Juan Escalante, Director of Environmental Services, Northwest Hospital, 206-368-2125. Has knowledge regarding Washington's biomedical waste service market.
- Bill Montgomery, Director of Environmental Services, St. Joseph Medical Center, 360-738-6328. Has knowledge regarding Washington's biomedical waste service market.
- Rose Hong, Director of Facilities, Northwest Hospital, 1550 115 Street, Seattle, WA 98133. Has knowledge regarding Washington's biomedical waste service market.
- Andy Flodin, Director, Support Services, Virginia Mason Medical Center, 425-864-6273. Has knowledge regarding Washington's biomedical waste service market.
- Mike Smith, Waste Manager, Swedish Medical Center – Issaquah. Has knowledge regarding Washington's biomedical waste service market.
- David Wick, Environmental Health and Safety, Bayer Healthcare. Has knowledge regarding Washington's biomedical waste service market.

SUPPLEMENTAL RESPONSES DATED this 27th day of July, 2012.

SUMMIT LAW GROUP PLLC

By 

Polly L. McNeill, WSBA #17437
Jessica L. Goldman, WSBA #21856
pollym@summitlaw.com
jessicag@summitlaw.com

*Attorneys for Waste Management of
Washington, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that I have this day served this document upon all parties of record in this proceeding, by the method indicated below, pursuant to WAC 480-07-150.

<p>Stephen B. Johnson Jared Van Kirk Garvey Schubert Barer 1191 Second Avenue, Suite 1800 Seattle, WA 98101 (206) 464-3939 sjohnson@gsblaw.com jvankirk@gsblaw.com dbarrientes@gsblaw.com <i>Attorneys for Stericycle of Washington, Inc.</i></p>	<p><input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email</p>
<p>James K. Sells 3110 Judson Street Gig Harbor, WA 98335 (360) 981-0168 jamesells@comcast.net cheryls@rsulaw.com <i>Attorney for Protestant WRRRA, Rubatino, Consolidated, Murrey's, and Pullman</i></p>	<p><input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email</p>
<p>Frona Woods Attorney General's Office of Washington PO Box 40128 Olympia, WA 98504 (360) 664-1225 fwoods@utc.wa.gov bdemarco@utc.wa.gov</p>	<p><input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email</p>

DATED at Seattle, Washington, this 27th day of July, 2012.



 Deanna Schow

EXHIBIT D



WM HEALTHCARE SOLUTIONS INTEGRATED CONTRACT AND SERVICES AGREEMENT

This INTEGRATED CONTRACT AND SERVICES Agreement ("Agreement") is entered effective as of the date last executed below on the signature page ("Effective Date"), by and between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital, a Mount Vernon, WA ("Customer") with reference to the following facts:

A. WMHS is in the business of providing full service consulting and management services to health care institutions and ancillary business enterprises with regard to maximizing value and increasing the Customer's satisfaction with respect to the Services represented in the various Attachments of this Agreement;

B. Customer wishes to retain WMHS to perform certain consulting, management and other services pursuant to the terms set forth herein, and WMHS wishes to provide such services to Customer on such terms;

NOW, THEREFORE, the parties agree as follows:

1. **Services.** WMHS, itself or through its affiliates and subcontractors, shall have the exclusive right to provide the Customer the specified services set forth in an Attachment(s) (the "Services"). Each service shall have its own Attachment. Should the Customer desire WMHS to perform additional services, the relevant attachment(s) shall be prepared, signed by both parties, and attached to this Agreement. The terms of each Attachment and any amendments or supplements thereto are hereby incorporated by reference herein in their entirety, and the specific terms of a particular Attachment shall control if such terms differ from the terms of this Agreement, as these services may include the management of various waste streams. Unless specified otherwise in an Attachment to this Agreement, Customer represents and warrants that it is fully aware of the type and character of the wastes it generates, and Customer acknowledges that it has the undeleagable duty to ensure proper classification, segregation, packaging and storage prior to pick up of each of its waste streams. Notwithstanding anything contained in this Agreement or any Attachment to the contrary, to the extent that WMHS is simply being appointed to act solely as a billing agent on behalf of the Customer for a particular waste stream(s), WMHS is only assuming the role of an agent for a disclosed principal and shall have no liabilities arising out of existing agreements between Customer and its vendors (if applicable, see Pricing Schedule Attachment). To the extent that WMHS is solely acting as an agent for Customer with respect to billing and invoice management for services rendered to Customer by other third party vendors, WMHS shall be appointed by Customer as an agent to act on its behalf in the management of any existing contracts with third party waste management vendors, Customer agrees to provide written instruction to each third party vendor to recognize the authority of WMHS to act on behalf of Customer, and WMHS will provide assistance in accomplishing notification of third party vendors. Customer agrees to indemnify, save harmless and defend WMHS and its affiliates from, and accepts full responsibility for, any and all liability arising out of the use of its vendor's services.

The Agreement includes an Attachment that lists the

locations of the Customer where Services will be provided. Such list of locations may be amended from time to time by the parties in writing. This Attachment is hereby incorporated by reference herein in its entirety.

2. **Proper Waste.** Customer acknowledges and understands that WMHS may enter into contracts with third party Service Providers ("Service Provider") to provide selected services including, but not limited to, the transport and/or disposal of certain waste streams generated by Customer and specifically identified, defined and made subject to this Agreement by virtue of the signed Attachment relating thereto ("Proper Waste"). Customer agrees to not deposit into Service Provider's or WMHS' equipment or place for collection any waste of a type not specifically covered by the Attachment. Any waste other than Proper Waste constitutes "Excluded Waste". If requested by WMHS, Customer shall provide WMHS or Service Provider with a Profile Sheet describing all waste materials with respect to which Services will be performed and, when required by WMHS or Service Provider, a representative sample of such waste materials. Customer shall update such information immediately upon becoming aware of any material change in the type or characteristic of the waste. Profile Sheet means a form provided by WMHS, which Customer shall complete describing in detail the nature and characteristics of Customer's waste materials. Profile sheets shall be submitted to WMHS for review and approval prior to commencement of services.

3. **Fees.** Customer shall pay the fees for the Services as set forth on the Attachment(s). Fees shall be invoiced on a monthly basis, and shall be due and payable net fifteen (15) days from the date of invoice. Interest shall be due at the rate of one and one-half percent, or such lower rate as may be required by law, per month or fraction thereof on all amounts past due.

4. **Fee Adjustments.** Unless specified otherwise in an Attachment to this Agreement, because disposal and fuel costs constitute a significant portion of the cost of the services to be provided hereunder and because contracts with other Service Providers may enable the Service Provider to increase the rates the Service Provider charges to WMHS, Customer agrees that WMHS may pass on to it under this Agreement any cost increases it directly incurs, or is obligated to pay to Service Providers under its Agreements with them, and related to Customer's Proper Waste. Such cost increases may also be due to any increase in disposal or fuel costs; any change in the composition of the Proper Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc., or increases in other governmental charges assessed against or passed through to WMHS (other than income or real property taxes). Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the written consent of Customer. All rate adjustments as provided above shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within 30 days of receipt of each invoice from Company. To the extent that WMHS is acting solely as a billing agent on behalf of Customer for a particular waste stream(s), vendor invoices shall be managed as provided in the Pricing Schedule Attachment and the applicable addendum. In the event that WMHS commences to provide direct collection, transportation, treatment and/or disposal services, fees



for those direct services shall be mutually agreed upon in writing by the parties prior to commencement of service.

5. Title. WMHS or the Service Provider shall acquire title to the Proper Waste when it is loaded into WMHS' or Service Provider's truck. Title to and liability for any Excluded Waste shall remain with the Customer.

6. Excluded Waste. In the event Customer delivers Excluded Waste to WMHS or a Service Provider, Customer shall, at its sole cost, immediately remove or arrange to have the Excluded Waste removed from the control or property of WMHS or the Service Provider. If the rejected waste is not so removed within three (3) days from delivery, WMHS or the Service Provider shall have the right and authority to handle and dispose of the Excluded Waste. Customer shall pay and/or reimburse WMHS or the Service Provider for any and all costs incurred as a result of or relating to their handling and disposition of the Excluded Waste, including, without limitation, costs of inspection, testing, analysis, handling, treatment and disposal, as well as internal costs incurred by WMHS in managing such an Excluded Waste event. In addition, Customer expressly agrees to defend, indemnify and hold harmless WMHS and Service Provider from and against any and all damages, penalties, fines and liabilities resulting from or arising out of, the delivery of Excluded Waste to WMHS or Service Provider.

7. Term. This Agreement shall commence on the Effective Date, and shall continue for an initial term of two (2) years from the date that Services first begin for any Proper Waste. This agreement will be extended for three (3) years beyond the initial term after evaluation of pricing and services by Customer, the extension will be signed by both parties and any pricing adjustments that are to be applied will be noted in the extension. In the event, the extension is not signed by the end of the initial term, this agreement will be in effect on for additional 6-month terms until the extension is executed or agreement is canceled in accordance with section 22.

8. Lease of Equipment. To the extent that, in conjunction with the Services, Customer elects to lease any equipment from WMHS for the storage or processing of waste or recyclable materials, Customer and WMHS shall enter into WMHS' form of Lease Agreement and any such transaction shall be separately governed by the terms thereof.

9. Equipment in General. The equipment, materials and improvements provided by WMHS to Customer or its agents, or for WMHS' use on Customer's property (the "Equipment") in performance of services hereunder shall remain the property of WMHS and Customer shall have no interest in such Equipment. Customer acknowledges that it is responsible for all loss and damage to the Equipment not caused by WMHS (except for normal wear and tear). Customer shall not overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose.

10. Relationship of Parties. WMHS shall be deemed for all purposes to be an independent contractor, and nothing contained herein shall be construed as creating any relationship of employment, partnership, agency (express or implied), joint venture or similar arrangement between WMHS and the Customer.

11. Waste Transportation and Disposal. Except as provided otherwise in an Attachment, nothing contained within this Agreement shall be construed or interpreted as requiring WMHS to assume the status of (i) a generator, (ii) arranger or (iii) a storage, treatment or disposal facility as those terms are defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., and any other applicable federal or state statutes, regulations, or rules. The Customer hereby acknowledges that while WMHS will offer complete waste solutions, the Customer is responsible for the nature and content of the waste it generates.

12. Independent Contractor. WMHS shall perform the Services in its capacity as an independent contractor and in such capacity will select and contract with waste haulers, transportation agents, and other third parties, and will advise regarding the selection and use of certain equipment and ultimate disposal sites for waste material. Neither Customer nor WMHS, nor their directors, officers, agents, employees or representatives, shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other.

13. Customer Warranties: Unless specified otherwise in an Attachment to this Agreement, Customer represents and warrants to WMHS:

a. The description of and specifications pertaining to its waste materials in a profile sheet or other descriptions is and at all times will be true and correct in all material respects, and waste materials tendered to WMHS or Service Provider will at all times, including, without limitation, at the time of recertification of the waste materials, conform to the description and specifications contained in the profile sheet. Customer will immediately advise WMHS upon discovery of any material change in the nature or type of the waste material.

b. Customer has made available to WMHS or Service Provider all information it has regarding the waste materials, and if Customer receives information that the waste materials described in the profile sheet present, or may present, a hazard or risk to persons or the environment not reasonably disclosed in the profile sheet, Customer will promptly report such information to WMHS and Service Provider;

c. If Customer is not the Generator of the waste materials (with Generator as defined by federal, state and local laws), Customer has all necessary authority to enter into this Agreement with respect to the waste materials;

d. Customer is under no legal restraint which prohibits the transfer of possession of such waste materials to WMHS;

e. Customer shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations and Company policies, and shall provide WMHS and Service Provider a safe work environment for Services performed on any premises owned or controlled by Customer including but not limited to if WMHS or Service Providers will be sorting or managing waste for Customer. Customer shall provide WMHS or Service Providers applicable facility safety rules and policies;

f. If WMHS or Service Provider requests that work areas be secured, Customer will be solely responsible for securing such



work areas and for preventing anyone other than Contractor personnel from entering the designated work areas.

14. WMHS Warranties: WMHS represents and warrants to Customer that:

a. WMHS or Service Provider is engaged in the business of performing Services with respect to waste materials and has developed the requisite expertise to perform the Services agreed to by Customer and WMHS herein;

b. All WMHS or Service Provider vehicles and each Facility utilized to perform Services herein shall have all permits, licenses, certificates or approvals required under applicable laws and regulations for such Services; and

c. WMHS and Service Provider will perform Services for Customer in a safe and workmanlike manner, and in compliance with all statutes, ordinances, laws, orders, rules and regulations applicable to the Services.

15. Damage to Pavement/Equipment. WMHS shall not be responsible for damage to Customer's pavement or other driving surface due to the weight of the WMHS's vehicles. Any equipment supplied will remain WMHS's property. Customer will be responsible for any loss or damage resulting from Customer's use, possession or handling of the equipment, except for normal wear and tear. Customer will use the equipment only for its intended purpose and will not overload by weight or volume, move or alter the equipment and will take reasonable precautions to prevent others from doing the same. On collection day, Customer will provide unobstructed access to the equipment, and if the equipment is inaccessible or overloaded, Customer's service will be subject to an additional charge.

16. Negligence or Damage Caused by WMHS. WMHS shall indemnify, defend and hold Customer and its directors, officers, employees, agents and representatives harmless from and against any and all costs, losses, damages or expenses (excepting only consequential or liquidated damages) resulting from the negligence, intentional misconduct, breach of this Agreement or violation of law of WMHS' directors, officers, agents, employees or representatives performing services under this Agreement.

17. Hazardous Substances Indemnification. With respect to Proper Waste delivered by Customer and disposed of at a disposal facility owned and operated by WMHS or its parent, affiliate or subsidiary, WMHS agrees to indemnify, defend and hold harmless Customer for all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, and expenses (including but not limited to reasonable attorneys' and experts' fees) of any kind whatsoever paid, incurred, or suffered by or against Customer arising from or attributable to any repair, clean up, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (CERCLA), or other similar federal, state or local law or regulations. This indemnity is intended to operate as an agreement of WMHS pursuant to Section 107(e) of CERCLA and any other relevant and applicable similar state law, rule or regulation to defend, protect, hold harmless and indemnify Customer.

18. Negligence or Damage Caused by Service Providers. WMHS shall not be liable to Customer under any theory of recovery (including without limitation, negligent selection) for any cost, loss, damage, or expense as a result of the actual performance, malfeasance, negligence, intentional misconduct, breach of any agreement or violation of law, of Service Provider, its directors, officers, employees, agents or representatives. Customer acknowledges that its remedy in such situations is to pursue the Service Provider to recover its costs, losses, damages or expenses.

19. Negligence or Damage Caused by Customer. Customer shall indemnify, defend and hold WMHS and its directors, officers, employees, agents, and representatives, and specifically including any Service Provider, harmless from and against any and all costs, losses, damages or expenses resulting from the negligence, intentional misconduct, breach of this Agreement or violation by Customer's directors, officers, employees, agents or representatives performing services under this Agreement. For example but not by limitation, failure to properly segregate, mark and package Proper Waste; or the lender of any Excluded Waste shall serve as the basis for Customer's Indemnity under this paragraph, unless specified otherwise in an Attachment to this Agreement.

20. Confidentiality and Use of WM Materials. The parties acknowledge the competitive nature of the waste collection, transportation and disposal industry and agree that each of the parties derives a commercial benefit if the financial terms of their relationship are not discussed publicly or widely known. Accordingly, each of the parties hereto agree to use its best efforts to keep the financial terms and conditions of this Agreement secret and confidential and to not publicly disclose such terms to any third party unless required to do so by law. At the expiration or termination of this Agreement, Customer shall promptly return to WMHS, or destroy and provide certification thereof if requested by WMHS, all materials, writings, posters, guidelines, instructions, equipment, models, mechanisms and the like obtained from or through WMHS or owned by WMHS or its affiliates, including, but not limited to, all WMHS or its affiliates' confidential information.

21. Force Majeure. In the event either party shall be prevented from performing its obligations hereunder due to governmental or administrative prohibitions, labor difficulties (including a breach or termination of its agreements with a Service Provider), acts of God, acts of public enemy, terrorist acts, riot, accidents, breakdown of equipment, weather conditions, delivery interruptions, or other causes beyond such party's control, the party so prevented shall, upon notice to the other party, be thereafter released from its obligations so long as such causes shall continue.

22. Termination; Liquidated Damages
Unless specified otherwise in an Attachment to this Agreement, (a) Either party may terminate this Agreement prior to the end of its then current term by providing ninety (90) days advance written notice to the other party of its material breach of this Agreement, such termination to be effective only if the other party fails to reasonably cure such alleged material breach within such ninety (90) day period (or, if the nature of the breach is such that a cure would reasonably take longer than 90 days, the contract will remain in effect so long as the breaching party promptly commences a cure and diligently pursues same until a cure is achieved). Such a termination shall not have the effect of



terminating the Customer's obligation to pay WMHS any fees resulting from WMHS' Services pursuant to a particular Attachment.

(b) If Customer breaches any material term or condition of this Agreement, including failure to pay on a timely basis, or if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization, dissolution, or similar law, or makes an assignment for the benefit of its Customers or if WMHS deems itself insecure as to payment the same shall constitute a default of this Agreement ("Default") and WMHS may terminate this Agreement for cause by delivering written notice of termination.

(c) If Customer terminates this Agreement for any reason other than as specified herein, or in the event WMHS terminates this Agreement as a result of Customer's Default, Customer shall pay liquidated damages calculated as follows: (1) if the remaining Initial Term or Renewal Term under this Agreement is six or more months, Customer shall pay an amount equal to its average monthly billings over the last six months, multiplied by six; (2) if the remaining Initial Term or Renewal Term under this Agreement is less than six months, Customer shall pay its average monthly billing over the last six months multiplied by the number of months remaining in the Initial Term or Renewal Term. Customer acknowledges that actual damage to WMHS in fact occurs when Customer defaults under this Agreement, and that the damage is difficult to fix or prove. Accordingly, the foregoing liquidated damage provision is reasonable and commensurate with the anticipated loss to WMHS and is an agreed fee, not a penalty. Collection of liquidated damages by WMHS shall be in addition to any rights or remedies available to Company under this Agreement or at common law.

23. No Brokers. Customer acknowledges that WMHS shall be obligated to take directions solely from Customer and authorized employees of Customer with regard to the subject matter of this Agreement; and WMHS shall not recognize any real or perceived claim of authority by, or be required to respond to, any third parties who may claim to have an agency or brokerage agreement to act on behalf of Customer.

24. Vendors: On behalf of the Customer, WMHS shall work with its own affiliates and subcontractors, and the qualified vendors who have been awarded service contracts with the Customer and coordinate activities associated with service transition with incumbent providers where applicable, to monitor and supervise equipment installation, service start up and ongoing operations. WMHS will evaluate subcontractor and vendor performance. As vendor contracts expire, WMHS will provide service through its affiliates or subcontractors or assist the Customer in procurement and negotiation of new vendor contracts. WMHS will provide initial and on-going management and coordination of in-service training to be furnished by the specific third party vendor associated with any of the services provided under this Agreement.

25. Billing Agent: WMHS shall work as "billing agent" for all services. Customer will provide information regarding existing agreements Customer has with other service providers where the waste stream is assigned to WMHS (including contract expiration dates, service information and cost), a signed letter of authorization to send to the service providers notifying them of WMHS' involvement in managing their services as Customer's agent, and a letter of introduction for WMHS to present to each facility manager on WMHS' first visit to each of Customer's sites, if applicable. Billing for services

provided prior to the Effective Date will be the responsibility of the Customer.

26. Waste Services Invoice: Provided that WMHS receives monthly invoices from its affiliates and subcontractors in a timely manner, WMHS shall audit, review for service accuracy and contract compliance, and consolidate such invoices into one "waste services invoice", that may include any other waste streams indicated in attached attachments and will provide the aggregated waste services invoice to Customer.

27. Reporting: WMHS will establish with the Customer a customized report format that will allow the Customer to access source data on-line and query the information to create specific reports applicable to the operations.

28. Sustainability Initiatives: WMHS personnel will identify and implement best-in-class alternatives for waste minimization, beneficial reuse, waste diversion, and recycling procedures. In this regard, WMHS will provide:

- a. Initial and on-going continuing education, internal messaging and communications necessary to support these protocols.
- b. External "operations management" that will include the supervision and responsibility to insure both the quality and timely delivery of services provided by the vendor partners. WMHS will provide one point-of-contact for all vendor relationships and will create service protocol that will mitigate service deficiencies and create problem resolutions procedures. WMHS will work with designated hospital staff to ensure the coordination and expediency of all services provided.
- c. Internal "operations management" (internal client stakeholders) that will include the identification and development of enhanced internal operation procedures relevant to the handling of all of the included waste categories. WMHS will help with the establishment and management of internal "green teams" that will directly support and promote all sustainability initiatives defined by the institution.

29. Non-Solicitation of Service Providers. Without prior written consent from WMHS, Customer will not solicit, directly or indirectly, the Services from Service Providers during the term of the Agreement and for 90 days after the termination of the Agreement.

30. Changes in Scope of Services. The parties agree that changes to the initial scope of services are best made in writing. However, the parties acknowledge that there may be circumstances when a written change order may not be possible at the time when such change order is needed. If Customer's representative (whom we believe in good faith is authorized by Customer) verbally requests WMHS or Service Provider to perform services which are not part of the initial scope of Services and WMHS or Service Provider agrees verbally to perform those additional services, Customer agrees that the



request and WMHS or Service Provider's acceptance will constitute a change order and the fees shall be adjusted accordingly. The parties further agree that, as soon as convenient thereafter, the parties will put the verbal change order in writing, to be signed by the parties.

31. **Insurance.** Each party shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance covering activities performed under, and contractual obligations undertaken in, this Agreement.

COVERAGE	LIMITS
Worker's Compensation	Statutory \$1,000,000
Employer's Liability	\$1,000,000 per occurrence
General Liability (bodily injury/property damages)	\$5,000,000 combined; single limit
Automobile Liability (bodily injury/property damages)	\$2,000,000 per occurrence
Pollution Liability	\$3,000,000 per occurrence; \$6,000,000 aggregate

Prior to commencing the Services, each party shall furnish to the other party certificates of the insurance required in the above sections. Such certificates shall provide that thirty (30) days written notice shall be given to the other party prior to cancellation of or material change in the coverage. Each party shall name the other party as an additional insured to the extent of their indemnity obligation on their respective General Liability and Automobile Liability insurance policies. FAILURE OF WMHS OR CUSTOMER TO PROVIDE INSURANCE AS HEREIN REQUIRED OR FAILURE OF WMHS OR CUSTOMER TO REQUIRE EVIDENCE OF INSURANCE OR TO NOTIFY THE OTHER PARTY OF ANY BREACH OF THE REQUIREMENTS OF THIS SECTION SHALL NOT BE DEEMED TO BE A WAIVER OF ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT, NOR SHALL THEY BE DEEMED TO BE A WAIVER OF THE OBLIGATIONS TO DEFEND, INDEMNIFY, AND HOLD HARMLESS AS REQUIRED HEREIN.

32. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the services are to be performed and shall be enforced to the fullest extent permissible (including, but not by way of limitation, by injunction) under the laws applied by the courts in each State and jurisdiction in which enforcement is sought.

33. **Severability.** If any one or more of the provisions of this Agreement shall be declared invalid, void or unenforceable, the same shall not affect the validity or enforceability of any other provisions of this Agreement.

34. **Binding Agreement Assignment.** This Agreement shall be binding upon and inure to the benefit of WMHS and the Customer and their respective successors and assigns; provided however, that this Agreement may not be assigned by Customer without the prior written consent of WMHS.

35. **Notice.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or mailed, by certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to WMHS:

WM Healthcare Solutions
1001 Fannin Street
Houston, TX 77002
Attn: General Counsel
Facsimile: 713 209-9710

If to Customer:

Skagit Valley Hospital
1415 E. Kirtland
Mount Vernon WA 98273

36. **Entire Agreement.** This Agreement including any Attachments hereto, constitutes the entire agreement of WMHS and the Customer with respect to the subject matter hereof, and supersedes any previous agreement or understandings; written or oral. This Agreement may not be modified except in writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as the last date executed below.

WMHS:

By: Michael P. McInerney, President, WM Healthcare Solutions, Inc.

Date: _____

Customer:

By: [Signature]
Name & Title: Lori Dainoff, CEO

Date: 10/15/11



Addendum A

Solid Waste Management

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated September 1, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER") is made effective November 1, 2011 ("Effective Date").

- 1. Services: WMHS shall begin the exclusive collection, management, transportation, disposal, and treatment of Solid Waste (as defined in Attachment 3).

Table with 6 columns: Plant Name, Address, Equipment, Location, Rate Per Pull, Rate per Ton. Rows include Skagit Valley Hospital, Skagit Valley Hospita-Kidney, and SKAGIT VALLEY HOSPITAL.

- 2. Flat Monthly Rate: (if applicable, see Pricing Attachment 2)

- 3. Volume:

It is understood and agreed that the rate above is based on a total annual volume not to exceed the following volumes by waste stream as measured by WMHS:

- a. (453) tons annually, 90 pulls annually

Additional weight exceeding ten percent (10%) of the stated annual amount shall be billed at the following rates:

- i. (\$300) ton

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: [Signature]
Print Title: _____
Date: 10/15/11

Print Name: _____
Print Title: _____
Date: _____



Addendum B

Recycling Services

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated July 25, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER") is made effective November 1, 2011 ("Effective Date").

1. **Services:** WMHS shall begin the exclusive collection, management, transportation, disposal, and treatment of Recycling Services (as defined in Attachment 3).

Plant Name	Address	Equipment	Rate per Pull	Rate per ton
Skagit Valley Hospital	1415 E. Kincaid, Mount Vernon, WA, 98273	8 y FEL plastic	Included	
		8y FEL Cardboard		

2. CUSTOMER/Hospital retains responsibility of supplying interior collection containers for collection of the recyclable materials.

3. **Additional Terms:** Customer represents and warrants that it shall provide materials in accordance with WMHS specifications ("Specifications") set forth in the Exhibit R-1. In the event that the Recyclable Materials do not meet Specifications, Customer shall have the sole responsibility for any resulting settlement or adjustments. Except as specifically provided herein, Recyclable Materials specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or other waste not approved in writing by WMHS or other waste stated in the Exhibit R-1 as Excluded Waste (collectively, "Excluded Waste"). Title to and liability for Excluded Waste shall remain with Customer at all times. Title to Recyclable Materials shall vest in WMHS at time of pick-up or delivery. Customer warrants that the Recyclable Materials conform to the Specifications and that Customer has good title to the Recyclable Materials delivered, and that title to the same is conveyed free from liens, encumbrances, and security interests. Customer further warrants that, except as permitted herein, none of the Recyclable Materials under this Agreement constitutes or contains any Excluded Waste or that it contains any liquids or other objectionable substances.

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: Corey Daniels

Print Name: _____

Print Title: _____

Print Title: _____

Date: 11/15/11

Date: _____



Addendum C

Regulated Medical Waste

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated September 1, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER") is made effective November, 1, 2011 ("Effective Date").

- 1. Services: WMHS shall begin the exclusive collection, management, transportation, disposal and treatment of Regulated Medical Waste (as defined in Attachment 3).

Table with 6 columns: Plant Name, Address, Equipment, Location, Price per container, Price per Pound. Row 1: Skagit Valley Hospital, 1415 E Kincaid Mount Vernon, WA, 2017 gallons, 30-32 gallons, 20-43 gallons, Hospital, Included in Flat Monthly, Included in Flat Monthly.

- 2. Flat Monthly Rate: (if applicable, see Pricing Attachment 2)

- 3. Volume:

It is understood and agreed that the rate above is based on a total annual volume not to exceed the following volumes by waste stream as measured by WMHS:

- a. (3000) containers annually (at hospital)

Additional volume exceeding ten percent (10%) of the stated annual amount shall be billed at the following rate:

- (i) Per most current Waste Management/Washington State approved tariff rates

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: [Signature]

Print Name: _____

Print Title: [Signature]

Print Title: _____

Date: 10/15/11

Date: _____



Addendum E

Confidential Documents

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated September 1, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER") is made effective November 1, 2011 ("Effective Date").

- 1. Services: WMHS shall begin the exclusive collection, management, transportation, disposal, and treatment of Confidential Documents (as defined in Attachment 3).

Table with 5 columns: Plant Name, Address, Description, Location, Price per Unit [unless flat rate]. Rows include Skagit Valley Hospital and Offsite Locations.

- 2. The flat rate includes up to 1800 tips annually (based on information provided by CUSTOMER). If tips vary by more than 5% than an extra: (a) \$5.75 per tip fee will be assessed. 3. Flat Monthly Rate: (if applicable, see Pricing Attachment 2)

I of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature] Authorized Agent

By: _____ Authorized Agent

Print Name: [Signature]

Print Name: _____

Print Title: [Signature]

Print Title: _____

Date: 10/15/11

Date: _____



pharm@ecology®

CONFIDENTIAL

Addendum F
PharmEcology License and Service Offerings

November 1, 2011

Skagit Valley Hospital ("Client" or "You")
1415 E. Kincaid
Mount Vernon, WA, 98273

- PharmE® Implementation Program: This three-year program provides your organization with all the tools and resources you need to design, implement, and maintain a compliant, cost-effective pharmaceutical waste management program.

Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No.7,096,161 and Patent No. 7,366,640



CONFIDENTIAL

PharmEcology License and Services Agreement

between

WM Healthcare Solutions, Inc.
("PharmEcology" or "We")
W129N8925 Boundary Road
Menomonee Falls, WI 53051-2402

and

Skagit Valley Hospital
("Client" or "You")
1415 E. Klucald
Mount Vernon, WA, 98273

Table with 4 columns: PharmE Licenses and Services, No. of Months, Fee/ Hospital Site, Total Cost. Row 1: PharmE Implementation Program, 36, 1, Included in Master Integrated Contract. Row 2: Total Cost (plus travel and expenses)

II. Miscellaneous

Redacted

2. This Agreement will become effective as of the date when both parties have signed this Agreement, as indicated below.

IN WITNESS WHEREOF, each party has caused its authorized agent to execute this Agreement as of the date set forth below such party's signature.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: [Signature]

Print Name: _____

Print Title: [Signature]

Print Title: _____

Date: 12/15/11

Date: _____

Please fax the signed License and Services Agreement to (262) 250-8314 or mail it to WM Healthcare Solutions, Inc., W124 N8925 Boundary Rd., Menomonee Falls, WI 53051-2402.

PharmEcology services provided by WM Healthcare Solutions, Inc., a Waste Management company.

W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402

Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com

Patent No. 7,096,161 and Patent No. 7,366,640



pharm@ecology®

CONFIDENTIAL

EXHIBIT A

General Terms and Conditions
Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No.7,096,161 and Patent No. 7,366,640 B2

Redacted

PharmEcology[®] Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No.7,096,161 and Patent No. 7,366,640

A-2

Error! Unknown document property name.
HOU 406,904,910v3

Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No.7,096,161 and Patent No. 7,366,640

A-3

Error! Unknown document property name.
HOU 406,904,910v3

Redacted

PharmEcology[®] Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

A-4

Error! Unknown document property name.
HOU 408,904,910v3

Redacted

PharmEcology[®] Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No.7,096,161 and Patent No. 7,366,640

A-5

Error! Unknown document property name.
HOU 406,904,910v3



pharm@ecology®

CONFIDENTIAL

EXHIBIT B
Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No. 7,096,161 and Patent No. 7,366,640

Error! Unknown document property name.
HOU 408,904,910v3

EXHIBIT C
Redacted

PharmEcology[®] Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
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Redacted

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W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
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Patent No. 7,096,161 and Patent No. 7,366,640

EXHIBIT D
Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No.7,096,161 and Patent No. 7,366,640



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EXHIBIT E

Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.

W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402

Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com

Patent No.7,096,161 and Patent No. 7,366,640

Error! Unknown document property name.

HOU 406,904,910v3



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CONFIDENTIAL

EXHIBIT F

Redacted

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No.7,096,161 and Patent No. 7,366,640

Error! Unknown document property name.
HOU 408,904,810v3

EXHIBIT G

Client's Organizations/Facilities Included in Agreement

PharmEcology® Services provided by WM Healthcare Solutions, Inc., a Waste Management company.
W124 N8925 Boundary Road, Menomonee Falls, WI 53051-2402
Phone: 877-247-7430 Fax: (262) 250-8314 www.pharmecology.com
Patent No.7,096,161 and Patent No. 7,366,640

Error! Unknown document property name.
HOU 406,904,910v3



Attachment 1

Customer Locations

This is an Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") dated November 1, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER").

This Attachment lists the locations of the Customer where Services (as defined in the Agreement) will be provided by WMHS. Such list of locations may be amended from time to time by the parties in writing in a signed attachment.

As the list of locations of the Customer changes, the fees for the Customer will be adjusted accordingly and the Customer will be notified about the changed fees. (Refer to Addendums for waste streams serviced.)

List of Customer Locations:

Plant Name	Address	Billing Code	Contact	Contact Phone	Contact Email	
Skagit Valley Hospital	1415 E Kincaid Mount Vernon WA 98273		Robert Spohn	360-770-2659	rspohn@skagitvalleyhospital.org	MSW, Recycling, RMW, Shredding, Pharmecology
Skagit Valley Hospital-Kidney Ctr	208 South 14 th St, Mount Vernon, WA 98273		Robert Spohn	Same	Same	Shredding/MSW Compactor
Skagit Valley Cancer Center	307 south 13 th Street, Mount Vernon, WA 98273		Robert Spohn	Same	same	Shredding/Pharmecology
Skagit Valley Clinical Services Bldg	221 south 13 th Mount Vernon, WA 98273		Robert Spohn	Same	Same	Shredding only
Skagit Valley Human Resources Bldg	206 south 13 th St., Mount Vernon, WA 98273		Robert Spohn	Same	Same	Shredding only
Skagit Valley Records Storage	1580 Port Drive, Burlington, WA 98233		Robert Spohn	Same	Same	Shredding only

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT or another Attachment, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: Lori Daisley

Print Name: _____

Print Title: [Signature]

Print Title: _____

Date: 10/15/11

Date: _____



Attachment 2

**Pricing Schedule
Inclusive**

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated July 20, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital, a Hospital located in Mount Vernon, WA_ ("CUSTOMER").

1. **Fixed Pricing:** Customer agrees to pay WMHS \$ 15,800 monthly and for the term of the Agreement for Services as indicated in the attached Addendums to the Agreement. It is understood and agreed that the rate stated above is based on a total annual weight not to exceed the following weights by waste stream as reported by WMHS. (See Addendums for volume breakdown.)

Addendum	Waste Stream	Included	Effective Date
A	Solid Waste Management	Yes	11/01/2011
B	Recycling Services	Yes	11/01/2011
C	Regulated Medical Waste	Yes	11/01/2011
D	Sharps	NO	
E	Confidential Documents	yes	11/01/2011
F	PharmEcology	Yes	11/01/2011
G	Universal Waste	NO	
H	Chemical Waste	NO	
I	Pharmaceutical Waste	NO	
J	Construction and Demolition	NO	
K	Recycling of Construction and Demolition	NO	
L	Sharps with Reusable Container	NO	
M	Sharps With Recyclable Container	NO	
N	Aphis Marpol Waste	NO	
O	Hazardous Waste	NO	
	Consulting Fee	YES	11/01/2011

2. **Billing Agent:** WMHS shall work as "billing agent" for waste services and will receive monthly invoices from its affiliates and any subcontractors and vendors that shall be reviewed, based on information provided by CUSTOMER, for service accuracy and contract compliance, and consolidated into one "waste services invoice" to be provided to the CUSTOMER. The invoice shall be provided to Customer at: Customer Name

Address/contact information; Skagit Valley Hospital, Attn: Robert Spohn, Environmental Services , PO Box 1376, Mount Vernon, WA 98273

3. **Waste Services Invoice:** Provided that WMHS receives monthly invoices from its affiliates and any subcontractors and vendors in a timely manner, WMHS shall consolidate such invoices into one "waste services invoice", that may include any other waste streams indicated in attached addendums and will provide the aggregated waste services invoice to CUSTOMER. Single consolidated invoice shall be formatted according to WMHS specifications, and will only contain those items listed in the pricing model to facilitate payment for the services rendered unless a mutually accepted format is agreed upon in writing. This agreed upon format must contain all of CUSTOMER's pertinent internal billing information including but not limited to CUSTOMER's departmental PO's

and/or multiple facility locations containing specific accounts payable contact information to retain CUSTOMER within their specified net terms as listed in Section 3-(Fees) of the Agreement.

4. **Program Manager:** WMHS will provide to the CUSTOMER a program manager for all facilities who will perform the following:
- (a) Work as the liaison between CUSTOMER and waste/recycling service providers ensuring appropriate dock-in and dock-out solutions either through WMHS or 3rd party operations.
 - (b) Work with CUSTOMER to ensure that the implementation of the plan is achieved on time and within the expected cost parameters.
 - (c) Assist with compliance of policies, procedures and regulations.
 - (d) Collaborate with WMHS to provide solutions to problems, share best practices, identify new opportunities, products and services.
 - (e) Work directly with CUSTOMER to identify objectives. Utilize and direct resources to implement plans and programs throughout all assigned facilities.

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.

SKAGIT VALLEY HOSPITAL
MOUNT VERNON, WA

By: [Signature]
Authorized Agent
Print Name: Lois Daish
Print Title: GP
Date: 12/5/11

WM HEALTHCARE SOLUTIONS, INC.

By: _____
Authorized Agent
Print Name: _____
Print Title: _____
Date: _____



Attachment 3

Definitions of Waste Streams and Waste Services

This Attachment to the INTEGRATED CONTRACT AND SERVICES Agreement ("AGREEMENT") originally dated July 20, 2011, between WM Healthcare Solutions, Inc., a Delaware corporation ("WMHS") and Skagit Valley Hospital ("CUSTOMER") is made effective November 1, 2011 ("Effective Date").

Customer agrees that the following definitions shall apply to the waste streams being serviced by WMHS or its affiliates or subcontractors:

PLEASE NOTE: Federal, state and local laws and regulations may vary as to whether and how the wastes defined below can be managed. For more specific information on which waste can be managed, and permitted methods of management please refer to the current Waste Management Health Care Solutions Waste Acceptance Protocol, which is updated from time to time as laws and regulations change, or consult your WMHS representative.

Redacted



Attachment 3

Redacted

Medical Waste is any Solid Waste which is generated in the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals. It does not include any Hazardous Waste identified or listed under relevant and applicable federal, state or local law, rule or regulation. (See 42 U.S.C. Section 6903(40) and related sections cited there). Medical Waste includes Regulated Medical Waste, Sharps Waste, Trace Chemotherapy Waste, Pathological Waste, Non-Hazardous Pharmaceutical Waste and Trauma Scene Waste. Medical Waste does not include Household Waste or Home-Generated Sharps Waste.



Attachment 3

Regulated Medical Waste is any Medical Waste regulated by the United States Department of Transportation Hazardous Materials Transportation regulations. (See 49 C.F.R. Section 173.134(5)). This category of waste included in the definition of Medical Waste.

Sharps Waste means Solid Waste and or Medical Waste which is any item capable of cutting or piercing which is contaminated with biohazardous – infectious waste including, without limitation, (a) any device that has acute rigid corners, edges or protuberances capable of cutting or piercing, (b) hypodermic needles, syringes, blades, needles with attached tubing, syringes contaminated with biohazardous waste, acupuncture needles, and root canal files, (c) broken glass items, such as Pasteur pipettes and blood vials contaminated with biohazardous waste. Sharps Waste is a subset of Medical Waste and these wastes are included in the definition of Medical Waste.

Trace Chemotherapy Waste is a Solid Waste and or Medical Waste which has come into contact with chemotherapeutic, antineoplastic or cytotoxic agents, or other formulations which are used to kill or prevent the reproduction of malignant cells. Chemotherapy Waste includes contaminated gloves, disposable gowns, towels, wipes and pads as well as "empty" vials, ampoules, syringes, containers, inner liners, intravenous solution bags and attached tubing. There are specific requirements to achieve "empty" status under the Resource Conservation and Recovery Act, see 40 CFR Section 261.7.

Pathological Waste is a type of Medical Waste comprised of human or animal tissues, organs or body parts, removed during surgery, autopsy, or other medical procedure but shall not include any intact fetuses, heads or torsos, all of which shall be deemed Non-Conforming Waste. Non-Conforming Waste also shall include formaldehyde or other preservative agent, or a human corpse or part thereof which is intended for burial or cremation. Pathological Waste cannot be treated or disposed of at locations not permitted to accept such waste. Also WM must comply with any federal, state or local laws and regulations which may be more restrictive on the collection, treatment and disposal of Pathological Waste.

Non-Hazardous Pharmaceutical Waste is a Solid Waste consisting of, including but not limited to, a drug as defined in Section 109925 of the Federal Food, Drug and Cosmetic Act, as amended, (21 USC Section 321(g)(1)) for which a decision to discard has been made and which does not qualify as a Hazardous Waste.

Trauma Scene Waste is any Medical Waste which has been contaminated with human blood, bodily fluids or other residues from the scene of a serious human injury, illness or death, which has been removed, is to be removed, or is in the process of being removed from trauma scene by authorized law enforcement or fire department personnel, or a third party qualified and authorized to remove such waste from trauma scenes.

Pharmaceutical Waste means a Solid Waste comprised of prescription or over-the-counter human or veterinary drugs, or immediate precursors, including but not limited to, a drug as defined in Section 109925 of the Federal Food, Drug and Cosmetic Act, as amended, (21 USC Section 321(g)(1)) for which a decision to discard has been made. Pharmaceutical Waste may or may not also be a Hazardous Pharmaceutical Waste or may be a Non-Hazardous Pharmaceutical Waste. Any Pharmaceutical Waste may also be a Controlled Substance.

Non-Hazardous Pharmaceutical Waste is a Solid Waste consisting of including but not limited to, a drug as defined in Section 109925 of the Federal Food, Drug and Cosmetic Act, as amended, (21 USC Section 321(g)(1)) for which a decision to discard has been made and which do not qualify as a Hazardous Waste.

Hazardous Pharmaceutical Waste means a Pharmaceutical Waste which qualifies as a Hazardous Waste (or is declared to be a Hazardous Waste by agreement of the parties, sometimes referred to as PharmE® Hazardous Waste). Stringent waste management precautions and procedures are required in order to safely manage this kind of waste.

PharmE® Hazardous Waste is a solid waste which does not qualify as a Hazardous Waste, but which the parties to this Agreement decide should be subject to the safeguards imposed upon Hazardous Waste. This waste is also known as declared hazardous waste.



Attachment 3

Redacted

Recycling means the collection, separation, processing and returning of materials to use in the form of raw materials for the production of new products. (See R-1 below)

Recycling of Solid Waste means the collection, separation, processing, and returning solid wastes to use in the form of raw materials for the production of new products. (See R-1 below)

Redacted

R-1 – Recycling Specifications:

Recyclable Materials Accepted (Proper Waste):

Aluminum food and beverage containers

Glass food and beverage containers – brown, clear, or green

Ferrous (Iron) cans

PET plastic containers with the symbol #1 – with screw tops only, without caps

HDPE natural plastic containers with the symbol #2 – narrow neck containers only (milk and water bottles)

HDPE pigmented plastic containers with the symbol #2 – narrow neck containers only, without caps (detergent, shampoo bottles, etc.)

Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers

Newsprint

Old corrugated cardboard

Magazines

Catalogs

Cereal boxes

Telephone books



Attachment 3

Printer paper
Copier paper
Mail
All other office paper without wax liners

Recyclable Materials Not Accepted include but are not limited to Excluded Waste:

Microwave trays
Mirrors
Window or auto glass
Light Bulbs
Ceramics
Porcelain
Coat hangers
Glass cookware/bakeware
Household items such as cooking pots, toasters, etc.
Any materials that are not Proper Waste

All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
All aerosol cans must be empty with less than 5% content
All plastic containers must be empty, caps removed; less than 5% food debris.
All Fiber must be dry and free of food debris and other contaminating material.
Tissues, paper towels or other paper that has been in contact with food is not acceptable.

Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:

1. Materially impair the strength or the durability of WMHS' or its affiliates' structures or equipment; or
2. Create flammable or explosive conditions in WMHS' or its affiliates' facilities;
3. Contain dry cell batteries or lead acid batteries;
4. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WMHS' or its affiliates' property, its personnel or the public; or
5. Contain Excluded Materials defined as any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or other waste not approved in writing by WMHS.

WMHS reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials set forth above.

Loads not meeting the specifications may be rejected in whole or in part by WMHS.

All of the terms, covenants and conditions set forth in the AGREEMENT and its Attachments are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Attachment and the AGREEMENT, the terms of this Attachment shall prevail.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Attachment to the AGREEMENT as of the day and year first written above.



Attachment 3

SKAGIT VALLEY HOSPITAL

WM HEALTHCARE SOLUTIONS, INC.

By: [Signature]
Authorized Agent

By: _____
Authorized Agent

Print Name: Lorei Daisley

Print Name: _____

Print Title: _____

Print Title: _____

Date: 10/15/11

Date: _____

**EXHIBIT A
SITE LIST FOR CLINIC MEDICAL WASTE PICKUP**

Additional Service Sites for Regulated Medical Waste at per unit pricing (not a part of the flat monthly fee)
Charges will be based on the Waste Management Tariff on file with the Washington Utilities and Transportation Commission.

site					Phone number	Schedule	container	QTY
site 1	Skagit Valley RC-Mt Vernon	307 S 13th St	Mount Vernon	WA	98274 360-336-9757	1 X 8 WEEKS	43-GALLON TUB	1
site 2	Skagit Valley RC- Mt Vernon	1400 E Kincaid St	Mount Vernon	WA	98274 360-428-2500	1 X 4 WEEKS	30 GALLON BOX	20
site 3	Skagit Valley RC-Starwood	9831 269th St N.W	Starwood	WA	98292 360-629-4583	1 X 2 WEEKS	31-GALLON TUB	1
site 4	Skagit Valley RC-Sedro Woolley	1990 Hoopial Drive	Sedro Woolley	WA	98284 360-858-4222	1 X 4 WEEKS	43-GALLON TUB	1
site 5	Skagit Valley RC-Camano	127 North East Camano Dr	Camano Island	WA	98282 360-387-5398	1 X 4 WEEKS	43-GALLON TUB	1
site 6	Skagit Valley RC-Arlington	326 S Stillaguamish Ave	Arlington	WA	98223 360-435-2144	1 X 4 WEEKS	43-GALLON TUB	1
site 7	Skagit Valley RC-Arlington	16410 Smokey Pt Blvd	Arlington	WA	98223 360-336-9757	1 X 4 WEEKS	43-GALLON TUB	1
site 8	Skagit Valley RC-Anacortes	2511 M. Avenue, Suite D	Anacortes	WA	98221 360-293-0308	1 X 4 WEEKS	43-GALLON TUB	1
site 9	Skagit Valley RC-Oak Harbor	275 SE Cabot Drive	Oak Harbor	WA	98277 360-814-6200	1 x 12 weeks	43-GALLON TUB	1

SIGNED (SKAGIT VALLEY HOSPITAL)

By _____
DATE 1/15/14

SIGNED (WASTE MANAGEMENT)

By _____
DATE _____

