

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

MURREY'S DISPOSAL COMPANY, INC.

Complainant,

v.

WASTE MANAGEMENT OF WASHINGTON,  
INC., WASTE MANAGEMENT DISPOSAL  
SERVICES OF OREGON, INC., AND MJ  
TRUCKING & CONTRACTING, INC.

Respondents.

DOCKET TG-200650

ANSWER OF WASTE MANAGEMENT  
OF WASHINGTON, INC., AND WASTE  
MANAGEMENT DISPOSAL SERVICES  
OF OREGON, INC., TO COMPLAINT  
OF MURREY'S DISPOSAL COMPANY,  
INC.

1 Respondents Waste Management of Washington, Inc. ("WMW") and Waste Management  
Disposal Services of Oregon, Inc. ("WMDSO") answer Complainant Murrey's Disposal  
Company Inc.'s ("Murrey's") Complaint and assert affirmative or other defenses as follows:

**JURISDICTION**

2 Answering the allegations set forth in Paragraph 2, WMW and WMDSO deny that the  
Commission has jurisdiction over WMDSO or over either WMW's or WMDSO's activities  
described in the Complaint.

**PARTIES**

3 On information and belief, WMW and WMDSO admit that the Complainant holds WUTC  
Certificate G-009. As to what WUTC Certificate G-009 authorizes, it speaks for itself.

4 WMW and WMDSO are without sufficient knowledge to admit or deny the statements set forth  
in Paragraph 4 and therefore deny the same. As to what the Port Angeles Municipal Code  
authorizes, it speaks for itself.

5 Admit.

6 WMW and WMDSO admit the allegations in the first sentence of Paragraph 6. Insofar as  
WMW's WUTC Certificate G-237 authorizes WMW to collect and transport certain solid wastes

(e.g., biomedical waste) in Clallam County, WMW and WMDSO deny the allegations in the second sentence of Paragraph 6. WMW admits that it has not contracted with the City of Port Angeles to provide solid waste collection service within the city limits.

7 Admit.

8 WMW and WMDSO are without sufficient knowledge to admit or deny the statements set forth in Paragraph 8 and therefore deny the same.

9 WMW and WMDSO admit that WMDSO subcontracts for the transportation of industrial special waste from McKinley to the Olympic View Transfer Station, which is operated by WMW under a license from Kitsap County. WMW denies that it transports solid waste from McKinley over the public highways of the state. To the extent that Paragraph 9 contains factual allegations not expressly admitted, WMW and WMDSO deny those allegations.

10 WMW and WMDSO admit that WMDSO has subcontracted with MJ Trucking & Contracting, Inc. ("MJ") to transport solid waste from McKinley for disposal. To the extent that Paragraph 10 contains factual allegations not expressly admitted, WMW and WMDSO deny those allegations.

11 WMW and WMDSO admit that WMDSO does not hold a Certificate issued under RCW 81.77.040 and does provide and subcontract for certain solid waste transportation and transfer services in Washington. WMW and WMDSO deny that WMDSO provides solid waste collection and transportation services requiring a Certificate issued under RCW 81.77.040. To the extent that Paragraph 11 contains factual allegations not expressly admitted, WMW and WMDSO deny those allegations.

12 WMW and WMDSO admit that WMDSO subcontracts with MJ to transport solid waste in intermodal containers from industrial paper mills to the Olympic View Transfer Station in Port Orchard, Washington, where such intermodal containers are loaded by WMW employees onto

Union Pacific Railroad railcars. WMW admits that it pays Kitsap County a license fee for the transfer of intermodal containers at the Olympic View Transfer Station. To the extent that Paragraph 12 contains factual allegations not expressly admitted, WMW and WMDSO deny the same.

13 WMW and WMDSO admit that WMDSO subcontracts with the Union Pacific Railroad (“UPRR”) to transport intermodal containers of solid waste to the Columbia Ridge Landfill. To the extent that Complainant alleges that WMDSO subcontracts with UPRR to transport solid waste in intermodal containers after arrival at the Columbia Ridge Landfill, WMW and WMDSO deny the allegation.

14 WMW and WMDSO admit that MJ provides shipping papers, including waste profile numbers, for the transportation from the paper mill to the Olympic View Transfer Station in Kitsap County, Washington. WMW and WMDSO admit that UPRR provides a bill of lading upon the delivery of the solid waste to the WMDSO landfill in Arlington, Oregon. To the extent that Paragraph 14 contains factual allegations not expressly admitted, WMW and WMDSO are without sufficient knowledge to admit or deny those allegations and therefore deny the same.

15 WMW and WMDSO are without sufficient knowledge to admit or deny that there is no market for old corrugated container rejects (“OCC Rejects”) and therefore deny the same. WMW and WMDSO admit that WMDSO does not recycle the OCC Rejects received from PTP but instead disposes of them as solid waste. To the extent that Paragraph 15 contains factual allegations not expressly admitted, WMW and WMDSO deny the same.

#### **BASIS FOR COMPLAINT**

16 The allegations in Paragraph 16 consist of statements of law for which no answer is required. To the extent an answer is required, WMW and WMDSO deny the allegations in Paragraph 16.

- 17 The allegations in Paragraph 17 consist of statements of law for which no answer is required. To the extent an answer is required, WMW and WMDSO deny the allegations in Paragraph 17.
- 18 The allegations in Paragraph 18 consist of statements of law for which no answer is required. To the extent an answer is required, WMW and WMDSO deny the allegations in Paragraph 18.
- 19 Answering the allegations in Paragraph 19, WMW and WMDSO admit that WMDSO contracted with McKinley to provide solid waste transportation and disposal services in Clallam County, Washington. WMW and WMDSO deny each and every other allegation in Paragraph 19.
- 20 Denied.
- 21 Denied.
- 22 WMW and WMDSO deny the allegation that WMDSO is relying exclusively on the exceptions under 49 CFR § 1090.2. Among other bases, WMW and WMDSO are relying on federal preemption of state regulation of solid waste transportation under the Interstate Commerce Commission Termination Act of 1995 (“ICCTA”), as amended. To the extent further answer is required, WMW and WMDSO deny the allegations in Paragraph 22.
- 23 The allegations in Paragraph 23 consist of statements of law for which no answer is required. To the extent an answer is required, WMW and WMDSO deny the allegations in Paragraph 23.
- 24 Answering the allegations in Paragraph 24, no facts are alleged for which an answer is required. WMW and WMDSO agree that the Complaint should be resolved in a consolidated proceeding. WMW and WMDSO deny each and every other allegation in Paragraph 24.
- 25 The allegations in Paragraph 25 consist of statements of law for which no answer is required. To the extent an answer is required, WMW and WMDSO deny the allegations in Paragraph 25.

26 Answering the allegations in Paragraph 26, Paragraph 26 contains a prayer for relief for which  
no answer is required. To the extent an answer is required, WMW and WMDSO deny that  
Murrey's is entitled to any relief.

**AFFIRMATIVE AND OTHER DEFENSES**

27 By way of further answer, without admitting any allegations previously deny, WMW and  
WMDSO assert the following affirmative and other defenses, subject to supplementation,  
modification, or withdrawal pending further discovery:

28 Complainant fails to state a claim upon which relief may be granted.

29 The Commission lacks jurisdiction to resolve this dispute.

**PRAYER FOR RELIEF**

30 WHEREFORE, WMW and WMDSO request:

31 That the Commission dismiss Complainant's Complaint with prejudice; and

32 That the Commission grant such other or further relief as is just and equitable.

RESPECTFULLY SUBMITTED this 4th day of August 2020.

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## CERTIFICATE OF SERVICE

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

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DATED at Seattle, Washington, this 4<sup>th</sup> day of August, 2020.

s/Karen Lang  
Karen Lang