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STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

SUMMIT LAW GROUP®

*a professional limited liability company*

POLLY L. MCNEILL

DID: (206) 676-7040

E-MAIL: [pollym@summitlaw.com](mailto:pollym@summitlaw.com)

March 23, 2004

*Via Federal Express*

Carole J. Washburn, Secretary  
Washington Utilities and Transportation Commission  
1300 S. Evergreen Park Dr. S.W.  
Olympia, WA 98504-7250

**Re: *Application for Approval to Transfer a Portion of Certificate of Convenience and Necessity No. G-237 (Waste Management of Washington, Inc. to Disposal Services, Inc.)***

Dear Secretary Washburn:

On behalf of Waste Management of Washington, Inc., and Disposal Services, Inc., enclosed please find an application seeking approval from the Washington Utilities and Transportation Commission to transfer a portion of certificate of convenience and necessity No. G-237 in Skagit County, consisting of Sinclair Island.

With this letter is the original Joint Application for Permanent Authority to Transfer, including: an Income Statement, a proposed Tariff, and Attachment B, with WM's Trade Names, a map of the territory to be transferred, an excerpt of G-237 showing the territory to be transferred, and a redacted copy of the Sale Agreement. Also enclosed is a check in the amount of \$200.00 for the application fees due.

Thank you for your attention to this matter, and please call me if there are any questions at all.

Sincerely,

SUMMIT LAW GROUP PLLC



Polly L. McNeill

Enclosures

cc: Bob Schille  
Jim Sands  
Bonnie Allen

315 FIFTH AVE S SUITE 1000  
SEATTLE, WASHINGTON 98104  
telephone 206 676-7000  
facsimile 206 676-7001  
[www.summitlaw.com](http://www.summitlaw.com)



UTILITIES AND TRANSPORTATION COMMISSION

**APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE TO OPERATE AS A SOLID WASTE COLLECTION COMPANY UNDER CHAPTER 81.77 RCW**

RECEIVED RECORDS MANAGEMENT

1300 South Evergreen Park Drive SW  
P.O. Box 47250  
Olympia, WA 98504-7250

TOLL FREE 1-888-606-9566 PHONE 360-664-1222  
FAX 360-586-1181 or 360-586-1118  
TTY 360-586-8203 TTY TOLL FREE 1-887-210-5963  
WEBSITE: [www.wutc.wa.gov](http://www.wutc.wa.gov)

STATE OF WASHINGTON  
UTIL. AND TRANSPORTATION COMMISSION

The UTC has a policy of providing equal access to its services. If you need special accommodations, please call 360-664-1133.

Type of Solid Waste Authority Requested	Fee Required
<input type="checkbox"/> Expedited Temporary Authority (to meet an urgent need for up to thirty days) - Complete entire application and Attachment A (WAC 480-70-136)	\$ 25
<input type="checkbox"/> Temporary Authority (to meet an immediate or urgent need) – Complete entire application and Attachment A	\$ 25
<u>New Permanent Authority</u> (including extension of authority)– (check appropriate box below) Complete entire application and submit a proposed tariff as outlined in the standard tariff form	\$200
<input type="checkbox"/> New Certificate	
<input type="checkbox"/> Extension of Existing Certificate No. G- _____	
<u>Permanent Authority to Transfer</u> (WAC 480-70-090) (check appropriate box below) – Complete entire application and Attachments B	\$200
<input type="checkbox"/> All of Certificate No. G- _____	
<input checked="" type="checkbox"/> Portion of Certificate No. G- <u>237</u>	
<input type="checkbox"/> Reinstatement of Cancelled Certificate (must be filed within 30 days of cancellation) –Include a statement justifying the reinstatement and complete sections 1, 2 and 8	\$200
<input type="checkbox"/> Name Change – does not include changes resulting in change in ownership – Complete section 1 and Attachment C	\$ 35
<input type="checkbox"/> Mortgage of Certificate – Complete section 1 and Attachment D	\$ 35
<u>Lease of Authority</u> – Complete entire application and Attachment B	\$200
<input type="checkbox"/> All of Certificate	
<input type="checkbox"/> Portion of Certificate No. G - _____	

**SECTION 1 – APPLICATION INFORMATION**

Name of Applicant: Disposal Services, Inc.		
Trade Name(s) (if applicable):		
Phone Number: (360) 384-8011	Fax Number: (360) 384-0873	E-Mail: jim@rdsdisposal.com
Business Address		Mailing address (if different from Business Address)
Street: 4916 LaBounty Place		Street
City: Ferndale		City
State/Zip: Washington 98248		State/Zip

**FOR OFFICIAL USE ONLY**

Date Filed: 3/24/04	Staff Assigned: TS	Motcar: 42501	Permit Issued G-
Tariff: TS	Insurance:	Contract:	DOL/SOS: TS
Application: GA-79267	RMS Docket #: TG-	Related App ID:	Map: TS
Text approved for docket	Reception #: 0006253	227-02: 200.00	032-05:

SECTION 2 – BUSINESS INFORMATION

Type of business structure:

Individual  Partnership  Corporation  Other(LP, LLP, LLC)\_\_\_\_\_

UBI No. 602 205 119

OK 5/21/14

List the name, title, and percentage of partner's share or stock distribution for major stockholders:

Name	Title	Stock Distribution or Percentage of Shares
Recycling & Disposal Management Services, Inc.		100%

Indicate below the commodity to be hauled and the territory in which you wish to operate. PLEASE NOTE Territory must be described using boundaries such as streets, avenues, roads, highways, townships, ranges, city limits, county boundaries or other geographic descriptions. In addition to describing the territory, you must file a map that meets the requirements of WAC 480-70-056 and clearly shows the described territory.

Solid waste collection on Sinclair Island

State below the conditions that justify the granting of this application. If you are applying for temporary certificate authority, be sure your statement addresses and supports the question of "immediate and urgent need."

This application for transfer of authority seeks Commission approval for Disposal Services, Inc. to provide solid waste collection services to the residents of Sinclair Island. The territory is currently contained within Certificate No G-237, which is held by Waste Management of Washington, Inc. However, Waste Management does not currently provide collection services on Sinclair Island and joins Disposal Services, Inc. in filing this application. Disposal Services, Inc. is qualified to provide service and is ready, willing and able to do so. Disposal Services, Inc. owns and operates suitable motor vehicular and employs personnel and drivers who are trained and capable of providing the requested services.

Do you currently hold, or have you ever held, a solid waste certificate?

No  Yes If yes, please indicate your certificate number: G-\_\_\_\_\_

Have you ever applied for and been denied a certificate to transport solid waste?

No  Yes If yes, please explain: \_\_\_\_\_

Please tell us about your experience and knowledge of transportation or solid waste, including motor carrier driver and equipment safety requirements.

The applicant has immediate access to equipment, financial resources, personnel, customer services, and operations infrastructure to provide collection services to residential customers on Sinclair Island.

Have you been cited for violation of state laws or Commission rules?

No  Yes If yes, please explain: \_\_\_\_\_

**SECTION 3 – RATES AND TARIFFS**

Is this application to operate under a contract?

No     Yes If yes, submit the original or a duplicate original of each contract under which service will be performed. The contract must contain all the elements stated in WAC 480-70-146.

If this application is for temporary authority, a new certificate, or extension of existing certificated authority, you must attach two copies of your proposed tariff using either the standard tariff format included in this package, or an approved alternate format. All tariffs submitted must comply with the provisions of WAC 480-70-226 through WAC 480-70-351.

If this application is a transfer or a lease of authority from an existing certificate, you must either file a new tariff at the same rate levels as on file, or you must adopt the current certificate holder's tariff. To file a new tariff, use the standard tariff format attached to this application or an approved alternate format. Indicate which option you will use:

- Adopt
- File a new tariff

**Note: Waste Management of Washington, Inc. has no tariff rates to be adopted which would be applicable to Sinclair Island service. Instead, a new tariff for DSI is attached.**

**SECTION 4 – FINANCIAL STATEMENT**

You may attach a Balance Sheet, Profit and Loss Statement, or business plan if available.

**Please see Attached Balance Sheet**

ASSETS		LIABILITIES	
Cash in Bank	\$	Salaries/Wages Payable	\$
Notes Receivable	\$	Accounts Payable	\$
Accounts Receivable	\$	Notes Payable	\$
Investments	\$	Mortgages Payable	\$
Other Current Assets	\$	Contracts and Bonds Payable	\$
Prepaid Expenses	\$	<b>TOTAL LIABILITIES</b>	\$
Land and Buildings	\$	<b>NET WORTH</b>	
Trucks and Trailers	\$	Preferred Stock	\$
Office Furniture	\$	Common Stock	\$
Other Equipment	\$	Retained Earnings	\$
Other Assets	\$	Capital	\$
<b>TOTAL ASSETS</b>	\$	<b>TOTAL LIABILITIES AND NET WORTH</b>	\$

**SECTION 5 – EQUIPMENT LIST**

Describe the equipment that will be used (attach additional sheets if necessary). Vehicles must pass inspection and be issued a valid Commercial Vehicle Safety Alliance inspection decal before your application will be granted.

Year	Make	License Number	Vehicle ID Number	Gross Vehicle Weight	Type of vehicle
2003	Ez Loader	9698PZ	WA9828824		Trailer
1988	Aluminum Utility Boat	WNO 139ND	ORZ0018YE888		Boat
	Marathon				4 yard compactor

**SECTION 6 – SAFETY AND OPERATIONS**

In each of the categories show below, list the person and position responsible for understanding and complying with the Federal Motor Carrier Safety Regulations (FMCSR) and Washington State laws and rules. Please refer to the WAC rules, Fact Sheets, and publication "Your Guide to Achieving a Satisfactory Safety Rating" for assistance with requirements that may apply to your specific operations.

**SAFETY RESPONSIBILITIES**

**COMMERCIAL DRIVERS LICENSE (CDL) REQUIREMENTS (Title 49, Code of Federal Regulations Part 383)** Any driver who operates a vehicle that meets the definition of a commercial motor vehicle, as defined in Part 383, must have a valid CDL.

Name: James R. Sands Position: Vice President

**DRIVER QUALIFICATION REQUIREMENTS (Title 49, Code of Federal Regulations Part 391)** Driver's must meet minimum qualification requirements and each company must maintain driver qualification files for each driver.

Name: James R. Sands Position: Vice President

**DRIVERS HOURS OF SERVICE (Title 49, Code of Federal Regulations Part 395)** Drivers must maintain logs and each company must maintain true and accurate hours of service records for each driver.

Name: James R. Sands Position: Vice President

**CONTROLLED SUBSTANCES AND ALCOHOL TESTING (Part 382)** All persons who drive commercial vehicles requiring a CDL must be in a Controlled Substance and Alcohol Testing program that complies with the FMCSR in 49 CFR Part 382 and 49 CFR Part 40.

Each company will have in place a system for complying with FMCSR governing alcohol and controlled substances testing requirements (49 CFR Part 382 and 49 CFR Part 40).

Name: James R. Sands Position: Vice President

**INSPECTION, REPAIR AND MAINTENANCE (Title 49, Code of Federal Regulations Part 396)** Every motor carrier shall systematically inspect, repair, and maintain all motor vehicles subject to its control.

Name: James R. Sands Position: Vice President

**OPERATIONAL RESPONSIBILITIES**

List the person and/or position responsible for understanding and complying with the requirements of each category shown below.

**TARIFF RATES AND CHARGES (WAC 480-70-226 through WAC 480-70-351)** Companies must file with the Commission a tariff showing all rates and charges it will charge its customers, together with rules that govern how rates and charges will be assessed.

Name: James R. Sands Position: Vice President

**ANNUAL REPORTS and REGULATORY FEES (WAC 480-70-071 & 076)** Companies must annually file a report of their financial operations and pay regulatory fees.

Name: James R. Sands Position: Vice President

**BIOMEDICAL WASTE (WAC 480-70-426 through 476)** Companies that transport biomedical waste must handle and transport that waste according to the appropriate requirements of the federal hazardous materials regulations (49 CFR Parts 170-189) and the additional requirements in these rules.

Name: James R. Sands Position: Vice President

**CUSTOMER SERVICE** –Person responsible for customer service complaints, customer notice requirements, and compliance with county solid waste plans.

Name: James R. Sands Position: Vice President

**STATE OF WASHINGTON – general laws, rules and regulations:** Individuals and companies doing business in the state of Washington must comply with the regulations of local, state, and federal agencies. Please state the name and position of the person in your organization who will be responsible for ensuring compliance with the laws of the state of Washington, such as, but not limited to: Department of Labor and Industries (industrial insurance, safety, prevailing wage); Department of Licensing (vehicle and drivers licenses, business licensing, Unified Business Identifier (UBI number), fuel permits, fuel tax); Secretary of State (corporate registrations); Department of Transportation (over-size or over-weight permits); Department of Revenue and Internal Revenue Service (taxes); and Employment Security.

Name: James R. Sands Position: Vice President

**SECTION 7 – HEARING INFORMATION**

If the Commission assigns this application for formal hearing, estimate the number of witnesses you will present and the amount of time you will need for your presentation.	
Number of witnesses: Two	Amount of time: One hour
Will an attorney be representing you? Transferee: No Transferor: Yes If yes, complete the following:	
Attorney's name: Polly L. McNeill	Attorney's phone number: (206) 676-7000
Attorney's address:	Fax Number: (206) 676-7001
Street: 315 Fifth Avenue S., Suite 1000	E-mail: pollym@summitlaw.com
City, State, Zip: Seattle, WA 98104	

**TYPE OF PAYMENT:**

<input checked="" type="checkbox"/> Check	<input type="checkbox"/> Money Order	<input type="checkbox"/> AMEX	<input type="checkbox"/> Discover	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa
<b>Credit Card Information:</b>					
Expiration Date: _____			Amount: _____		

**SECTION 8 – DECLARATION OF APPLICANT:**

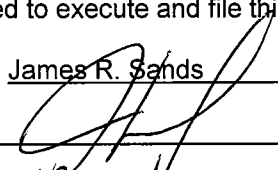
I understand that filing this application **does not** in itself constitute authority to operate as a solid waste collection company.

As the applicant for a solid waste collection company certificate, I understand the responsibilities of a solid waste collection company, and I am in compliance with all local, state, and federal regulations governing business in the state of Washington.

I certify under penalty of perjury under the laws of the State of Washington that the information contained in this application is true and correct.

I certify that I am authorized to execute and file this document.

Printed name of applicant: James R. Sands

Signature of Applicant: 

Date, County, State: 2-19-04 WHATCOM, WASHINGTON



**Disposal Services, Inc.**  
**Income Statement**  
**As of December 31, 2003**

	<u>Jan 1, 03 - Dec31, 03</u>
Ordinary Income/Expense	
Income	
4001 · Owners Investments.	20,304.26
Total Income	<u>20,304.26</u>
Expense	
6900 · Disposal Services Inc.	
6901 · Waste Disposal Fees	262.51
6903 · Waste Receptacles	2,556.01
6904 · Garbage Barge	
6906 · Barge Fuel	520.54
6909 · Barge Repairs	2,869.34
Total 6904 · Garbage Barge	<u>3,389.88</u>
6905 · Professional Fees	312.00
6907 · Moorage Rent	1,500.00
6908 · Building Repairs & Maint.	783.86
Total 6900 · Disposal Services Inc.	<u>8,804.26</u>
Total Expense	<u>8,804.26</u>
Net Ordinary Income	<u>11,500.00</u>
Net Income	<u><u>11,500.00</u></u>



Supplement(s) \_\_\_\_\_ is (are) the only  
Supplement(s) in effect at this time.

Supplement No. \_\_\_\_\_

\_\_\_\_\_  
(Name of Solid Waste Collection Company)

\_\_\_\_\_  
(Registered Trade Name of Solid Waste Collection Company)

Certificate Number: G: \_\_\_\_\_

On and after the effective date hereof, the following supplemental provisions apply:

Name of person issuing supplement: \_\_\_\_\_

Mailing address of issuing agent: \_\_\_\_\_

City, State/Zip Code: \_\_\_\_\_

Telephone number, including area code: \_\_\_\_\_

Fax number, if any: \_\_\_\_\_

E-mail address, if any: \_\_\_\_\_

Issue Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

*(For Official Use Only)*

Docket TG: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Tariff No. 1

Cancels

Tariff No. 0

of

Disposal Services, Inc.  
 (Name/Certificate Number of Solid Waste Collection Company)

---

(Registered trade name of Solid Waste Collection Company)  
 Certificate Number G-

**NAMING RATES FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF  
 SOLID WASTE, AND IF NOTED, RECYCLING AND YARDWASTE**

IN THE FOLLOWING DESCRIBED TERRITORY:

*(Note: If this tariff applies in only a portion of a company's  
 certificate authority, a map accurately depicting the area  
 in which the tariff applies must be attached to this tariff.)*

Name of person issuing tariff: James R Sands

Mailing address of issuer: 4916 LaBounty Dr

City, State/Zip Code Ferndale, WA 98248

Telephone Number(including area code) 360-384-8011

FAX number, if any 360-384-0873

E-mail address, if any: jim@rdsdisposal.com

Official UTC requests for information  
 regarding consumer questions and/or  
 complaints should be referred to the  
 following company representative:

Name: Jim Sands

Title: Vice President

Phone: 360-384-8011

E-mail: jim@rdsdisposal.com

Fax: 360-384-0873

Issued by: James R. Sands-Vice President

Issue date: March 15, 2004

Effective Date: April 1, 2004

*(For Official Use Only)*

Docket No. \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
 Registered Trade Name(s)

Index of Items in This Tariff - see next item for list by topic

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Item 15	Holiday Pickup
Item 16	Change in Pickup Schedule
Item 17	Refunds
Item 18	Billing, Advance Billing, Payment Delinquency Dates, Late Charges
Item 20	Definitions
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Item 250	Container Service - Compacted - Company-owned Container
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Item 300	List of Abbreviations and Symbols Used in Tariff

Issued by: James R. Sands-Vice President

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Tariff No. 1

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Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
Registered Trade Name(s)

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Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
 Registered Trade Name(s)

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Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
Registered Trade Name(s)

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Issued by: James R. Sands-Vice President

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Tariff No. 1

Original Page No. 8

Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
Registered Trade Name(s)

Item 10 - Application of Rates -- General

Rates named in this tariff cover the collection, transportation, and disposal of solid waste. When specifically referred to, rates also cover the collection and transportation of recyclable materials and/or yardwaste.

Title 81.77 of the Revised Code of Washington (RCW) and Chapter 480-70 of the Washington Administrative Code (WAC) govern operations of solid waste collection companies and the tariffs companies must file with the Washington Utilities and Transportation Commission (WUTC).

Unless exceptions are shown, all materials must be placed on the same level as the streets or alleys.

The company may charge additional amounts for disposal fees only when specifically stated in the tariff and separately shown on customer bills.

Item 15 -- Holiday Pickup -- Regularly Scheduled Service

When a pickup is missed due to the company's observance of a holiday, the company will provide service, at no additional cost to the customer, on an alternate day.

A list of the holidays the company observes is shown in Item 60.

For application of rates in this tariff, the company defines alternate day to mean the following:

[Company must insert here its definition of "alternate day."]

Item 16 -- Change in Pickup Schedule

When a company changes the pick-up date for its certificate area, or a portion of its certificate area, the company must notify all customers in the affected area of that change.

Notice must be made at least seven days before implementation of a new pickup schedule and may be made via mail, personal contact, or by a notice being affixed to the customer's solid waste receptacle.

Issued By: James R. Sands-Vice President

Issue date: March 15, 2004

Effective Date: April 1, 2004

*(For Official Use Only)*

Docket No. TG-\_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
Registered Trade Name(s)

Item 17 -- Refunds

**Credit due the customer.** When there has been a transaction that results in a credit due the customer, the following apply:

(a) If the amount due is five dollars or less, an adjustment will be made to the customer's account. The adjustment must be shown on the next regular bill.

(b) If the amount due is more than five dollars, the customer may accept an account adjustment or may request a refund.

(1) If the customer elects to have an account adjustment made, the adjustment must show on the next regular billing.

(2) If the customer elects to receive a refund, the company must issue a check within thirty days of the request.

**Overcharges.** Once a company becomes aware that it has overcharged a customer, it must provide a refund or an account adjustment credit to the customer. The customer must be given a choice as to which option is preferred. The refund or credit must be the amount overcharged in the three years before the date of discovery.

(a) If the customer elects to have an account adjustment made, the adjustment must show on the next regular billing.

(b) If the customer elects to receive a refund, the company must issue a check within thirty days of the request.

**Prepayments.** If a customer has paid service fees in advance, service is discontinued during the pre-billed period, and the customer is due a refund, the following apply:

(a) A company must honor all requests for refunds of the unused portion of prepayments.

(b) If the customer provides a forwarding address to the company or one can be obtained from the Post Office, the company must issue a refund check no more than thirty days following the customer's request.

(c) If the customer cannot be located or did not provide a forwarding address and the U.S. Post Office cannot furnish a forwarding address, the amount may be presumed to be abandoned and is subject to the Uniform Unclaimed Property Act after one year.

Issued by: James R. Sands-Vice President

Issue date: March 15, 2004

Effective Date: April 1, 2004

*(For Official Use Only)*

Docket No. TG-\_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
 Registered Trade Name(s)

Item 18 -- Billing, Advance Billing, and Payment Delinquency Dates

**Billing period.** A company may bill its customers for one, two, or three months of service.

**Advance billing and payment delinquency dates.** The following chart defines the maximum period allowed for advance billing and the date when a bill may be considered delinquent:

Billing Period	Maximum advance billing period allowed	Delinquency date
One month's service (monthly)	No advance billing allowed	May not be less than 21 days after the date the bill is mailed
Two months' service	One month's advance billing allowed	May not be until the last day of the second month
Three months' service	Two month's advance billing allowed	May not be until the last day of the third month

The billing period chosen by the company operating under this tariff for its residential solid waste accounts is: [Company must indicate here monthly, 2 months, or 3 months]

Issued By: James R. Sands-Vice President

Issue date: March 15, 2004

Effective Date: April 1, 2004

*(For Official Use Only)*

Docket No. TG-\_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
 Registered Trade Name(s)

Item 20 -- Definitions

*NOTE: The definitions shown on the first three pages of this item are standard, in most cases prescribed by rule. Companies may not amend these definitions, except to fill in blanks for maximum weights of various receptacles. Companies wishing to add definitions specific to their company's operations must include those definitions on a separate page, entitled "Company-specific definitions." A blank sheet is provided for that purpose.*

Bale:	Material compressed by machine and securely tarped or banded.
Bulky materials:	Empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling.
Charge:	A set flat fee for performing a service. Or, the result of multiplying a rate for a unit times the number of units transported.
Commercial billing:	Service billed to a commercial customer or billed to, and paid for, by a property manager or owner rather than a residential tenant.
Compactor disconnect/ reconnect charge:	A flat fee established by the solid waste collection company for the service of disconnecting a compactor from a drop box or container before taking it to be dumped, and then reconnecting the compactor when the drop box or container is returned to the customer's site.
Gate charge:	A flat fee charged for opening, unlocking, or closing gates in order to pick up solid waste.
Loose material:	Material not set out in bags or containers, including materials that must be shoveled.
Multi-family residence:	Any structure housing two or more dwelling units.
Packer:	A device or vehicle specially designed to pack loose materials.
Pass through fee:	A fee collected by a solid waste collection company on behalf of a third party when the fee is billed directly to the customer without markup or markdown.
Permanent service:	Container and drop-box service provided at the customer's request for more than 90 days.
Rate:	A price per unit or per service. A rate is multiplied times the number of units transported or the number of times a service is performed to determine a charge.
Solid waste receptacle:	Includes the following items, with the following meanings:  <p><b>Automated cart</b> means a cart designed to be picked up and emptied by mechanical means. The specific type and size are to be defined in rate items.</p>

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Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
Registered Trade Name(s)

Item 20 -- Definitions, continued

Solid waste

receptacle, cont'd: **Can** means a receptacle made of durable, corrosion-resistant, nonabsorbent material that is watertight, and has a close-fitting cover and two handles. A can holds more than twenty gallons, but not more than thirty-two gallons. A can may not weigh more than \_\_\_\_\_ pounds when filled.

**Cart** means a wheeled plastic container. A cart may also be referred to as a toter. If supplied by a customer, a cart must be compatible with the company's equipment. The size and type of cart that is compatible will be established in each company's tariff.

**Container** means a detachable receptacle (normally designed to hold at least a cubic yard of solid waste) from which materials are collected by mechanically lifting the receptacle and emptying the contents into the company's vehicle.

**Drop box** means a detachable receptacle used to provide solid waste collection service by the receptacle being placed on the company's vehicle by mechanical means and transported to a disposal site.

**Drum** means a metal or plastic container of approximately fifty-five gallon capacity, generally used for oils or solvents. A drum may not weigh more than \_\_\_\_\_ pounds when filled.

**Litter receptacle** means a container not over sixty-gallon capacity, generally placed in shopping centers and along streets or highways for litter. A litter receptacle may not weigh more than \_\_\_\_\_ pounds when filled.

**Micro-mini can** means a can made of durable, corrosion-resistant, nonabsorbent material that is watertight and has a close-fitting cover. A micro-mini can may not hold more than ten gallons. A micro-mini can may not weigh more than \_\_\_\_\_ pounds when filled.

**Mini-can** means a can made of durable, corrosion-resistant, nonabsorbent material that is watertight and has a close-fitting cover. A mini-can may not hold more than twenty gallons. A mini-can may not weigh more than \_\_\_\_\_ pounds when filled.

**Recycling bin or container** means a bin or container designed or designated for the collection of recyclables. The size and type of recycling bin or container will be established in each company's tariff.

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Item 20 -- Definitions, continued

Solid waste

receptacle, cont'd: **Toter** means a wheeled plastic container. A toter may also be referred to as a cart. If supplied by customer, a toter must be compatible with the company's equipment. The size and type of toter that is compatible will be established in each company's tariff.

**Unit** means a receptacle made of durable, corrosion-resistant, nonabsorbent material, that is watertight, and has a close-fitting cover and two handles. A unit holds more than twenty gallons, but not more than thirty-two gallons or four cubic feet. A unit may not weigh more than \_\_\_\_\_ pounds when filled.

Where agreed upon between the company and the customer, and where allowable under local ordinance, a box, carton, cardboard barrel, or other suitable container may be substituted for a solid waste can, for a single pick-up that includes removal of the container, if it meets the size and weight limits established in the company's tariff.

**Yardwaste bin or container** means a bin or container specifically designed or designated for the collection of yardwaste. Each company's tariff will refer to a specific type of yardwaste bin or container to be used in a service area. The type, size, weight, etc., of this type of bin or container will often be set by local government plans or ordinances.

Special pick-up: A pick-up requested by the customer at a time other than the regularly scheduled pick-up time, that requires the special dispatch of a truck. If a special dispatch is required, the company will assess time rates established in the company's tariff.

Supplement: A page added to the beginning of a tariff, normally to cover emergency, temporary, or special situations. An example is a page issued to show a special surcharge imposed by a city.

Temporary service: Temporary service means providing container or drop-box service at the customer's request, for a period of ninety days or less.

Unlatching: Another term for a gate charge. A flat fee imposed by a solid waste collection company when the company's personnel must unlatch a gate or door to perform pickup service.

Unlocking: A flat fee imposed by a solid waste collection company when the company's personnel must unlock padlocks or other locking devices to perform pickup services.

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Item 20 -- Definitions, continued

Company-specific definitions:

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Item 30 -- Limitations of Service

**Refusal of service.** A solid waste collection company may refuse to:

(a) Pick up materials from points where it is hazardous, unsafe, or dangerous to persons, property, or equipment to operate vehicles due to the conditions of streets, alleys, or roads.

(b) Drive into private property when, in the company's judgment, driveways or roads are improperly constructed or maintained, do not have adequate turn-arounds, or have other unsafe conditions.

(c) Enter private property to pick up material while an animal considered or feared to be vicious is loose. The customer will be required to confine the animal on pickup days.

**Schedules.** A company's schedule will meet reasonable requirements and will comply with local service level ordinances.

**Missed pickups due to weather or road conditions.** Pickup of materials may be missed due to weather or road conditions. If the accumulated material (solid waste and/or recyclables, and/or yardwaste) is collected on the next scheduled or available pickup date, the company is not obligated to extend credit for the missed pickup. The customer will not be charged for overfilled receptacles, or for materials set out in bags on top of or next to the customer's normal receptacles if the amount of extra material does not exceed the amount that would have reasonably been expected to accumulate due to missed pickups.

**Due care.** Other than to offer reasonable care, the company assumes no responsibility for articles left on or near solid waste receptacles.

**Liability for damage.** When a customer requests that a company provide service and damage occurs to the customer's driveway due to reasons not in the control of the company, the company will assume no responsibility for the damage.

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Item 40 -- Material Requiring Special Equipment, Precautions, or Disposal

Transportation of solid waste requiring special equipment or precautions in handling or disposal will be subject to time rates named in Item 160, or to other specific rates contained in this tariff.

Companies must make every effort to be aware of the commodities that require special handling at the disposal sites named in the company's tariffs. The company shall maintain a list of those commodities and make it available for public inspection at the company's office.

Item 45 -- Material Requiring Special Testing and/or Analysis

When a solid waste collection company or disposal facility determines that testing and/or analysis of solid waste is required to determine whether dangerous or prohibited substances are present, the actual cost for such testing and/or analysis will be paid by the customer. The company must provide the customer with a copy of any bill or invoice for costs incurred for testing and/or analysis and also must retain a copy in the company's file for at least three years. Those costs shall be passed through to the customer without markup. The company must maintain records of time spent to accomplish the special testing and/or analysis, and may bill the customer for that time under the provisions of Item 160 (Time Rates).

Item 50 -- Returned Check Charges

**Returned Check Charge.** If a customer pays with a check, and the customer's bank refuses to honor that check, the customer will be assessed a return check charge in the amount of \$30.00.

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Item 51 -- Restart Fees

Companies assessing restart fees must describe when the fees apply, and must state the amount of the fees in this item.

Item 52 -- Redelivery Fees

Companies assessing redelivery fees must describe when the fees apply, and must state the amount of the fees in this item.

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Item 55 -- Over-sized or Over-weight Cans or Units

The company reserves the right to reject pickup of any residential receptacle (can, unit, bag, mini-can, or or micro-mini-can) which, upon reasonable inspection exceeds the size and weight limits shown in Item 20.

If the receptacle exceeds the size and/or limits stated in Item 20, is overfilled, or the top is unable to be closed, but the company transports the materials, the following additional charges will apply.

\$ \_\_\_\_\_ per \_\_\_\_\_.

*NOTE: For charges applying on overweight toters, carts, containers, or drop boxes see item 207.*

Item 60 -- Overtime Periods

Companies will assess additional charges when providing services, at customer request, during overtime periods. Overtime periods include Saturdays, Sundays, and the following holidays:

Time is to be recorded to the nearest increment of 15 minutes from the time the company's vehicle leaves the terminal until the time it returns to the terminal.

No additiona charge will be assessed to customers for overtime or holiday work performed solely for the company's convenience.

Charge per hour:       \$  
Minimum charge:       \$

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Item 70 -- Return Trips

When a company is required to make a return trip, that does not require the special dispatch of a truck, to pick up material that was unavailable for collection for reasons under the control of the customer, the following additional charges, per pickup, will apply:

<u>Type of receptacle</u>	<u>Rate for Return Trip</u>
Can, unit, mini-can, or micro-mini-can .....	\$
Drum .....	\$
Bale .....	\$
Litter Receptacle .....	\$
Drop Box .....	\$
Container .....	\$
Toter, _____ gallons .....	\$
Toter, _____ gallons .....	\$
Recycling containers .....	\$
Other .....	\$
Other .....	\$

NOTE: Return trips requiring the special dispatch of a truck are considered special pickups and are charged for under the provisions of Item 160 (Time Rates).

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Item 75 -- Flat Monthly Charges

This rule applies in connection with Items 120, 130, 240, 245, 250, 255, 260, 265, 270, and 275.

A flat monthly charge may be assessed if computed as follows:

1. If weekly service is provided: Multiply the rate times 4.33 and then multiply that figure times the number of units picked up.

2. If every other week service is provided: Multiply the rate times 2.17 and then multiply that figure times the number of units picked up.

3. For Items 240, 250, 260, and 270: For permanent, regularly scheduled pickups, a flat monthly charge may be assessed if computed as follows:

a. For weekly service, each container provided:

i. If monthly rent is shown: monthly rent plus (4.33 times pickup rate times number of pickups per week)

ii. If monthly rent is not shown: 1st pickup rate plus (3.33 times additional pickup rate) plus (4.33 times additional pickup rate times additional weekly pickups).

b. For every-other week service, each container provided:

i. If monthly rent is shown: monthly rent plus (2.17 times pickup rate times number of pickups per week)

ii. If monthly rent is not shown: 1st pickup rate plus (1.17 times additional pickup rate) plus (2.17 times additional pickup rate times additional weekly pickups).

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Item 80 -- Carry-out Service, Drive-Ins

Companies will assess the following additional charges when customers request that company personnel provide carry-out service of cans/units not placed at the curb, the alley, or other point where the company's vehicle can be driven to within five feet of the cans/units using improved access roads commonly available for public use. Driveways are not considered improved access roads commonly available for public use.

Charge for Carry-outs	Rate	
	Residential Per Unit, Per Pickup	Commercial Per Unit, Per Pickup
Cans, units, mini-cans, or micro-mini cans that must be carried out over 5 feet, but not over 25 feet.		
For each additional 25 feet, or fraction of 25 feet, add		

NOTE: The company may elect to drive in at the rates shown above, except the charge will be limited to one can, unit, mini-can, or micro-mini can. If cans, units, mini-cans, or micro-mini-cans are carried over 125 feet, but are safely accessible to the company's vehicle, the drive-in charges shown below must be assessed instead.

Charge for Drive-ins (per pickup)	Rate	
	Residential Per Unit, Per Pickup	Commercial Per Unit, Per Pickup
Drive-in on driveways of over 125 feet, but less than 250 feet		
Drive-ins on driveways of over 250 feet, but less than 1/10 mile		
For each 1/10 mile over 1/10 mile		

NOTE: For the purpose of assessing drive-in fees, a driveway is defined as providing access to a single residence. If a driveway provides access to multiple residences or accounts, no drive-in fees will be assessed.

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Item 90 -- Can Carriage -- Special Services

Service	Rate	
	Residential Per Unit, Per Pickup	Commercial Per Unit, Per Pickup
Stairs or steps -- for each step up or down		
Overhead obstructions -- for each overhead obstruction less than 8 feet from the ground		
Sunken or elevated cans/units -- for cans, units, mini-cans, or micro-mini-cans fully or partially underground or over 4 feet above ground, but not involving stairs or steps		

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Item 100 -- Residential Service -- Monthly Rates (continued from previous page)

Note 4: Customers will be charged for service requested even if fewer units are picked up on a particular trip. No credit will be given for partially filled cans. No credit will be given if customer fails to set receptacles out for collection.

Note 5: For customers on automated service routes: The company will assess roll-out charges where, due to circumstances outside the control of the driver, the driver is required to move an automated cart or toter more than \_\_\_\_\_ feet in order to reach the truck. The charge for this roll-out service is: \$\_\_\_\_\_ per cart or toter, per pickup.

Note 6: The charge for an occasional extra residential bag, can, unit, toter, mini-can, or micro-mini-can on a regular pickup is:

Type of receptacle	Rate per receptacle per pickup
32-gallon can or unit	\$
Mini-can	\$
Micro-minican	\$
60-gallon toter	\$
90-gallon toter	\$
Bag	\$
Other	\$
Other	\$

Note 7: Customers may request no more than one pickup per month, on an "on call" basis, at \$\_\_\_\_\_ per can/unit. Service will be rendered on the normal scheduled pickup day for the area in which the customer resides. Note: If customer requires service to be provided on other than normal scheduled pickup day, rates for special pickups will apply.

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Item 100 -- Residential Service -- Monthly Rates (continued)

**Curbside recycling** provisions shown on this page apply only in the following service area:

Following is a description of the recycling program (type of containers, frequency, etc.). Program provided in accordance with Ordinance No. \_\_\_\_\_ of \_\_\_\_\_ (name of County or City).

Special rules related to recycling program:

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Item 100 -- Residential Service -- Monthly Rates (continued)

**Yardwaste** provisions shown on this page apply only in the following service area:

Following is a description of the Yardwaste program (type of containers, frequency, etc.). Program provided in accordance with Ordinance No. \_\_\_\_\_ of \_\_\_\_\_ (name of County or City).

Special rules related for yardwaste program:

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Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
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Item 120 -- Drums

Type of Service	Rate Per Drum, Per Pickup
Regular Route Service	\$
Special Pickup	\$

Item 130 -- Litter Receptacles and Litter Toters

Customer-owned Receptacle	Rate Per Receptacle, Per Pickup
Size or Type:	\$
Size or Type:	\$

Company-owned Receptacle:	Rate Per Receptacle, Per Pickup
Size or Type:	\$
Size or Type:	\$

Item 150 -- Loose and Bulky Material

Special Trips: Time rates in Item 160 apply.

Regular Route: The following rates apply:

	1 to 4 cubic yards Rate per yard	Additional cubic yards Rate per yard	Minimum Charge Per Pickup	Carry Charge Per each 5 ft. over 8 feet
Bulky Materials				
Loose material (customer load)				
Loose material (company load)				

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Item 160 -- Time Rates

**When time rates apply.** Time rates named in this Item apply:

- (a) When material must be taken to a special site for disposal;
- (b) When a company's equipment must wait at, or return to, a customer's site to provide scheduled service due to no disability, fault, or negligence on the part of the company. Actual waiting time or time taken in returning to the site will be charged for; or
- (c) When a customer orders a single, special, or emergency pickup, or when other items in this tariff refer to this Item.

**How rates are recorded and charged.** Time must be recorded and charged for to the nearest increment of 15 minutes. Time rates apply for the period from the time the company's vehicle leaves the company's terminal until it returns to the terminal, excluding interruptions. An interruption is a situation causing stoppage of service that is in the control of the company and not in the control of the customer. Examples include: coffee breaks, lunch breaks, breakdown of equipment, and similar occurrences.

**Disposal fees in addition to time rates.** Item 230 disposal fees for the specific disposal site or facility used will apply in addition to time rates.

Rates per hour:

Type of Equipment ordered	Rate Per Hour		
	Truck and Driver	Each Extra Person	Minimum Charge
<u>Single rear drive axle:</u>			
Non-packer truck.....	\$	\$	\$
Packer truck.....	\$	\$	\$
Drop-box truck.....	\$	\$	\$
<u>Tandem rear drive axle:</u>			
Non-packer truck.....	\$	\$	\$
Packer truck.....	\$	\$	\$
Drop-box truck.....	\$	\$	\$

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Item 200 -- Containers and/or Drop Boxes -- General Rules

**Availability.** A company must maintain a supply of all sizes of containers and drop boxes for which rates are listed in this tariff. If a customer requests a container or drop box of a size listed in the company's tariff, and the company is unable to provide the requested size within 7 days of the customer request, the customer must be notified in writing or by telephone.

**Alternate-sized containers and/or drop boxes.** If the company cannot provide the requested-sized container or drop box (and that size is listed in the company's tariff), the company must provide alternate-sized containers or drop boxes, sufficient to meet the capacity originally requested by the customer, at the same rates as would have applied for the requested container or drop box.

**Disposal fees due on alternate-sized drop boxes.** If the company provides alternate-sized drop boxes, the customer is responsible for all lawfully applicable disposal fees resulting from the use of the alternate drop boxes.

**Rates on partially-filled containers and/or drop boxes.** Full pickup and rental rates apply regardless of the amount of waste material in the container or drop box at pickup time.

**Rates for compacted materials.** Rates for compacted material apply only when the material has been compacted before its pickup by the company.

**Rates for loose material.** Loose material dumped into the company's packer truck is subject to the rates for non-compacted material even though the material may be compacted later in the packer truck.

**Permanent and temporary service.** The following rules apply:

(a) If a customer requests a container or drop box for less than 90 days, the customer will be billed at temporary service rates.

(b) If a temporary service customer notifies the company that it has decided to retain the container or drop box for more than 90 days, permanent service rates will be assessed from the 91st day until the end of the period the customer retains the container or drop box.

(c) If a customer requests a container or drop box for more than 90 days, the customer will be billed under permanent rates. If that customer cancels service before the end of the 90-day period, the company may not rebill the customer at temporary service rates. The intent of the customer at the time service was requested applies.

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Item 207 -- Excess Weight -- Rejection of Load, Charges to Transport

The company reserves the right to reject pickup of any container, stationary packer, or drop box which, upon reasonable inspection:

- (1) Appears to be overloaded.
- (2) Would cause applicable vehicle load limitations to be exceeded;
- (3) Would cause the company to violate load limitations or result in unsafe vehicle operation; and/or
- (4) Would negatively impact or otherwise damage road surface integrity.

For the purposes of this tariff, the following maximum weights apply:

Type/Size of Container, Drop Box, Toter, or Cart	Maximum Weight Allowance per Receptacle (in pounds)

Type/Size of Container, Drop Box, Toter, or Cart	Maximum Weight Allowance per Receptacle (in pounds)

**Overfilled or overweight, charges if transported.** If the container, drop box, toter, or cart exceeds the limits stated above, is filled beyond the marked fill line, or the top is unable to be closed, but the company transports the materials, the following additional charges will apply:

Type/Size of Container, Drop Box, Toter, or Cart	Charge
	\$ Per
	\$ Per
	\$ Per
	\$ Per
	\$ Per
	\$ Per
	\$ Per

Type/Size of Container, Drop Box, Toter, or Cart	Charge
	\$ Per
	\$ Per
	\$ Per
	\$ Per
	\$ Per
	\$ Per
	\$ Per

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Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
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Item 245 -- Container Service -- Dumped in Company's Vehicle  
 Non-compacted Material (Customer pre-paid bag)  
 Rates stated per container, per pickup

Service Area: Sinclair Island

	Size or Type of Container					
	32 gal bag	gal. Toter	Yard	Yard	Yard	Yard
<b>Permanent Service</b>						
Each Scheduled Pickup	\$	\$	\$	\$	\$	\$
Special Pickups	\$	\$	\$	\$	\$	\$
<b>Temporary Service</b>						
Pickup Rate	\$10.00	\$	\$	\$	\$	\$

Note1: Permanent Service: Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially-filled containers.

Accessorial charges assessed (lids, unlocking, unlatching, etc.)

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**Item 260 -- Drop Box Service -- To Disposal Site and Return**  
 Non-Compacted Material (Company-owned container)  
 Rates stated per drop box, per pickup

Service Area:

	Size or Type of Container						
	Yard	Yard	Yard	Yard	Yard	Yard	Yard
<b>Permanent Service</b>							
Monthly Rent (if applicable)	\$	\$	\$	\$	\$	\$	\$
First Pickup	\$	\$	\$	\$	\$	\$	\$
Each Additional Pickup	\$	\$	\$	\$	\$	\$	\$
Special Pickups	\$	\$	\$	\$	\$	\$	\$
<b>Temporary Service</b>							
Initial Delivery	\$450.00	\$	\$	\$	\$	\$	\$
Pickup Rate	\$	\$	\$	\$	\$	\$	\$
Rent Per Calendar Day	\$5.00	\$	\$	\$	\$	\$	\$
Rent Per Month	\$	\$	\$	\$	\$	\$	\$

- Note 1: Rates in this item are subject to disposal fees named in Item 230.
- Note 2: Rates named in this item apply for all hauls not exceeding 20 nautical miles from the point of pickup to the Hilton Harbor. Excess miles will be charged for at \$30.00 per mile or fraction of a mile. Disposal Transportation from Hilton Harbor to Transfer Station will be \$77.68 per hour. Mileage charge is in addition to all regular charges.
- Note 3: Permanent Service:  
 (1) Service is defined as no less than scheduled, once a month pickup, unless local government requires more frequent service, or unless putrescibles are involved.  
 (2) If a drop box is retained by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups. Monthly rental charges will be prorated when a drop box is retained for only a portion of a month.  
 (3) If rent is shown, the rate for the first pickup and each additional pickup must be the same. If rent is not shown, it is to be included in the rate for the first pickup.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

Issued By: James R. Sands-Vice President

Issue date: March 15, 2004

Effective Date: April 1, 2004

*(For Official Use Only)*

Docket No. TG-\_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Tariff No. 1

Original Last Page

Company Name/Permit Number: Disposal Services, Inc. G-\_\_  
Registered Trade Name(s)

Item 300 -- List of Abbreviations and Symbols Used In This Tariff

(A) denotes increases

(R) denotes decreases

(C) denotes changes in wording, resulting in neither increases or decreases

(N) denotes new rates, services, or rules

\*\*\* denotes that material previously shown has been deleted

Yd. Or yd. Are abbreviations for yard

Cu. Or cu. Are abbreviations for cubic

Issued By: James R. Sands-Vice President

Issue date: March 15, 2004

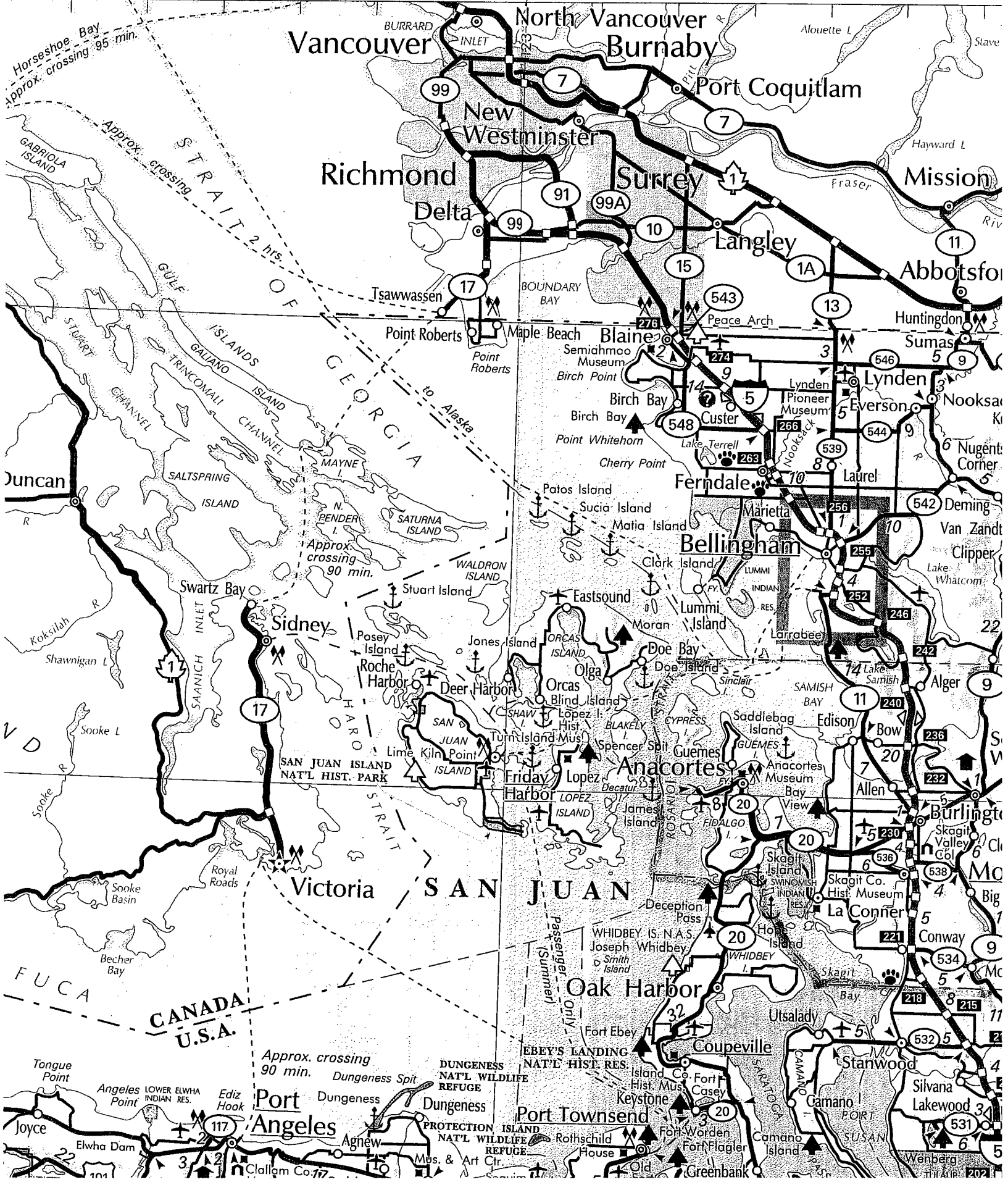
Effective Date: April 1, 2004

*(For Official Use Only)*

Docket No. TG-\_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**WASTE MANAGEMENT OF WASHINGTON, INC.  
REGISTERED TRADE NAMES**

Brem-Air Disposal  
Federal Way Disposal  
Nick Raffo Garbage  
North Cascades Disposal  
Olson's Sanitation Service  
R.S.T. Disposal  
Recycle America  
Rural Skagit Sanitation  
Stanwood Camano Disposal  
Tri-Star Disposal  
Valley Garbage  
Washington Waste Hauling & Recycling, Inc.  
Waste Management  
Waste Management – Northwest  
Waste Management – Rainier  
Waste Management – Sno-King  
Waste Management of Ellensburg  
Waste Management of Addy  
Waste Management of Greater Wenatchee  
Waste Management of Kennewick  
Waste Management of Seattle  
Waste Management of Skagit County  
Waste Management of Spokane  
Waste Management of Yakima  
Western Refuse



WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Continuation

(The Spokane City limits) to the north line of Section 2, T. 24 N., R. 42 E.; thence East along the north line of said Section 2 extended to the northeast corner of Section 5, T. 24 N., R. 43 E.; thence South along the east line of said Section 5 extended to the southeast corner of Section 32, T. 22 N., R. 43 E.; thence West along the south line of said Section 32 extended to the southwest corner of Section 34, T. 22 N., R. 40 E.; thence North along the west line of said Section 34 extended to the southeast corner of Section 33, T. 24 N., R. 40 E.; thence West along the south line of said Section 33 extended to the southwest corner of Section 31, T. 24 N., R. 40 E., and the Lincoln-Spokane County line, the place of beginning.

THE FOLLOWING AUTHORITY WAS OBTAINED BY TRANSFER OF CERTIFICATE NO. G-91 FROM STANWOOD CAMANO DISPOSAL, INC.

GARBAGE COLLECTION SERVICE on Camano Island, Island County; and from within the area described as follows in Snohomish County to dumps in Snohomish County; Starting at the shore line of Skagit Bay where it meets the Snohomish-Island County Line; thence north along said shore line to the north line of Section 1, T. 32 N., R. 3 E.; thence easterly along the north line of said Section extended to the northeast corner of Section 2, T. 32 N., R. 4 E.; thence south along the east line of said section extended to the southeast corner of Section 11, T. 31 N., R. 4 E.; thence west on the south line of said section extended to the shore line of Port Susan; thence northerly along said shore line to the point where it intersects with the Snohomish-Island County Line; thence northerly along said line to the place of beginning.

THE FOLLOWING AUTHORITY WAS OBTAINED BY TRANSFER OF CERTIFICATE NO. G-73 FROM ENVIRONMENTAL WASTE OF SKAGIT COUNTY, INC.

GARBAGE AND REFUSE COLLECTION SERVICE In all Skagit County (Excluding: Service in the Cities of Mount Vernon, Burlington, Sedro Woolley and Anacortes is limited to "drop-off box" service only; excluding Guemes Island; and excluding the Town of Concrete, Skagit County, Washington, using as a boundary the corporate limits as of March 15, 1965).

GARBAGE AND REFUSE COLLECTION SERVICE on Guemes Island in Skagit County.

THE FOLLOWING AUTHORITY WAS OBTAINED BY TRANSFER OF CERTIFICATE NO. G-16 FROM NICK RAFFO GARBAGE CO., INC.

GARBAGE COLLECTION SERVICE in that portion of King County described as follows: Beginning at a point where 16th Ave. South intersects the south and west bank of the Duwamish Waterway; thence

(Continued)



## SALE AGREEMENT

This Agreement is dated as of May 16, 2002, by and between Waste Management of Washington, Inc., a Delaware corporation ("Seller") and Disposal Services, Inc., a Washington corporation ("Buyer").

Seller is the holder of Certificate of Convenience and Necessity No. G-237 issued by the Washington Utilities and Transportation Commission (the "WUTC") which covers, in part, the specific territory comprised of Sinclair Island, Washington (the "Territory"). Seller desires to sell and Buyer desires to purchase the Territory.

NOW, THEREFORE, in consideration the mutual benefits to be derived from the Agreement and the covenants, agreements and conditions contained herein, the parties hereto agree as follows:

1. Transfer. In accordance with the provisions of this Agreement, Seller hereby transfers, conveys, sells, assigns and delivers to Buyer, its successors and assigns, forever, the authority to perform solid waste collection services in the Territory effective as of the Closing Date.

2. Purchase Price.

-- R E D A C T E D --

3. Closing. The closing of the transactions contemplated by this Agreement shall take on the first business at least ten (10) days after the conditions to closing set forth in Section 6 have been satisfied or such other date as the parties hereto may agree in writing (the "Closing Date").

4. Seller's Representations and Warranties. Seller represents and warrants to Buyer that (i) Seller has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (ii) this Agreement constitutes the valid and legally binding obligation of the Seller, enforceable in accordance with its terms; (iii) the individual executing this Agreement on Seller's behalf has full power and authority to execute and deliver Exhibit A and to perform the obligations stated thereunder; (iv) Exhibit A constitutes a valid and legally binding obligation of the parties thereto, enforceable in accordance with its terms; and (v) Seller has good and marketable title, and the right to transfer the Territory, to Buyer as described in this Agreement.

5. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that (i) Buyer has full power and authority to execute and deliver this Agreement and to perform

its obligations hereunder, (ii) this Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms, (iii) the individual executing this Agreement on Buyer's behalf has full power and authority to execute and deliver Exhibit A and to perform the obligations stated thereunder, (iv) Exhibit A constitutes a valid and legally binding obligation of the parties thereto, enforceable in accordance with its terms, and (v) Buyer is fully aware of the nature and condition of the Territory and the duties and obligations that may arise in connection with the performance of solid waste collection services in the Territory. Buyer has conducted to its own satisfaction an independent investigation of the Territory and is not relying upon any representations made to Buyer by Seller or any of Seller's agents or employees, except those expressly set forth in this Agreement.

6. Condition to Closing. The obligations to consummate the transactions under this Agreement shall be subject to receipt by the parties of all necessary agreements and consents reasonably required for such transactions, including, without limitation, approval from the WUTC. Buyer agrees to cooperate with Seller to obtain such approval from the WUTC, and

-- R E D A C T E D --

7. Duty for Services. Effective on and after the Closing Date Buyer shall provide such services and be responsible for all duties, complaints, collection of payments, customer relations and other matters in connection therewith, and Seller shall have no further obligations thereto.

8. Indemnifications. Seller shall indemnify, defend, protect and hold harmless Buyer and its officers, directors, employees, agents and representatives against, from and in respect of all losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses, including attorneys fees and costs, that arise from, are based on or relate or otherwise are attributable to the acts or omissions of Seller before the Closing Date in connection with solid waste collection services in the Territory or any misrepresentation, breach of warranty, or nonfulfillment of the terms of this Agreement by Seller. Buyer shall indemnify, defend, protect and hold harmless Seller and its officers, directors, employees, agents and representatives against, from and in respect of all losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses, including attorneys fees and costs, that arise from, are based on or relate or otherwise are attributable to the acts or omissions of Buyer on or after the Closing Date in connection with solid waste collection services in the Territory or any misrepresentation, breach of warranty, or nonfulfillment of the terms of this Agreement by Buyer.

9. Survival of Representations, Warranties and Indemnities. The representations, warranties and contractual indemnities set forth in this Agreement will survive the Closing Date for a period of two (2) years.

10. Further Assurances. Seller, upon request of Buyer from time to time after the Closing Date, will take such other actions and execute such other documents, including, without limitation, assignments, notices and conveyance documents, as may be necessary to carry out the terms of this Agreement.

11. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Attorneys Fees. If legal action, including an alternative dispute resolution process, is commenced by either party to interpret or enforce this Agreement or resolve a dispute hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses, including fees and costs on appeal or in a bankruptcy action.

13. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

14. Entire Agreement. Other than the Disposal Agreement, as extended by execution of the Extension Agreement, this Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may only be amended by a written agreement executed by all of the parties hereto.

15. Severability of Provisions. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

16. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Washington without regard to the conflicts of law provision thereof.

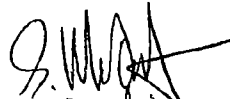
EXECUTED and made effective as of the date first above written.

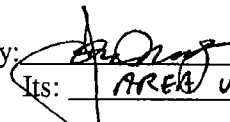
BUYER:

SELLER:

DISPOSAL SERVICES, INC.,  
a Washington corporation

WASTE MANAGEMENT OF  
WASHINGTON, INC.,  
a Delaware corporation

By:   
Its: President

By:   
Its: AREB VP