

TG-040570

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REGULATORY DEPARTMENT

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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 Torre Refuse and Recycling LLC)***

Dear Secretary Washburn:

On behalf of Waste Management of Washington, Inc., and Torre Refuse and Recycling, L.L.C., enclosed please find an application seeking temporary and permanent approval from the Washington Utilities and Transportation Commission to transfer a portion of certificate of convenience and necessity No. G-237 in Stevens and Spokane Counties.

With this letter is the original Joint Application for Permanent Authority to Transfer with Exhibits (an Income Statement and Equipment List) and Attachment B, including WM's Trade Names, maps of the territory to be transferred, a written description of the territory being transferred, a redacted copy of the Bill of Sale and a tariff adoption form. Also enclosed are two checks in the amount of \$25.00 for the temporary authority, and \$200.00 for the permanent authority 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: Joe Cassin  
Bob Schille

Marc Torre  
Bonnie Allen

Dwayne Copple

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

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

RECEIVED  
 RECORDS MANAGEMENT

PHONE 360-664-1222

FAX 360-586-1181

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

TTY 360-586-8203 TTY TOLL FREE 1-887-210-5963

WEBSITE: [www.wutc.wa.gov](http://www.wutc.wa.gov)

STATE OF WASH.  
 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 checked="" type="checkbox"/> Temporary Authority (to meet an immediate or urgent need) - Complete entire application and Attachment A (Attachment A is not required to be filed for an application for temporary certificate to operate an existing certificate pending the outcome of an application to transfer permanent authority.)	\$ 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	
<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: Torre Refuse and Recycling, LLC		
Trade Name(s) (if applicable): dba Sunshine Disposal & Recycling		
Phone Number: (509) 924-5678	Fax Number: (509)924-7448	E-Mail: MTorre96@aol.com
Business Address		Mailing address (if different from Business Address)
Street 2405 N. University Rd.		Street
City Spokane Valley		City
State/Zip Washington 99206		State/Zip

**FOR OFFICIAL USE ONLY**

Date Filed: 3/24/04	Staff Assigned: TS	Motcar: 42504	Permit Issued G-
Adoption Tariff: TS	Insurance:	Contract:	DOL/SOS: TS
Application: GA- 79268	RMS Docket #: TG-	Related App ID:	Map: TS
Text approved for docket	Reception #: 0006254	227-02: 225.00	032-05:

SECTION 2 - BUSINESS INFORMATION

Type of business structure:

Individual  Partnership  Corporation  Other(LP, LLP, LLC) LLC UBI No. 602 313 036 <sup>OK-313105</sup>

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

Name	Title	Stock Distribution or Percentage of Shares
Marc B. and Heather D. Torre	Managing Partner/Shareholder	70%
Michael L. and Sara E. Torre	Partner/Shareholder	20%
Adrienne and Mark Choate	Secretary/Shareholder	10%

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.

Please see attached Authority Sought

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 Torre Refuse and Recycling, LLC to provide solid waste collection services in portions of Stevens, Ferry, and Spokane Counties. The territory is currently contained within Certificate No G-237, which is held by Waste Management of Washington, Inc., which joins Torre Refuse and Recycling, LLC in filing this application. Torre Refuse and Recycling, LLC is qualified to provide service and is ready, willing and able to do so. Torre Refuse and Recycling, LLC 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 is affiliated with Sunshine Disposal, holder of Certificates No. G-199 and G-104, and therefore has immediate access to equipment, financial resources, personnel, customer services, and operations infrastructure to provide collection services to customers in Stevens, Ferry, and Spokane Counties.

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

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



**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 must have a valid CDL.

Name: Adrienne Choate	Position: Controller
-----------------------	----------------------

**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: Adrienne Choate	Position: Controller
-----------------------	----------------------

**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: Adrienne Choate	Position: Controller
-----------------------	----------------------

**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: Marc B. Torre	Position: Managing Partner
---------------------	----------------------------

**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: Marc B. Torre	Position: Managing Partner
---------------------	----------------------------

**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: Marc B. Torre	Position: Managing Partner
---------------------	----------------------------

**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: Adrienne Choate	Position: Controller
-----------------------	----------------------

**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: Marc B. Torre	Position: Managing Partner
---------------------	----------------------------

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

Name: Marc B. Torre	Position: Managing Partner
---------------------	----------------------------

**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: Marc B. Torre	Position: Managing Partner
---------------------	----------------------------

**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: 4	Amount of time: 2 hour
Will an attorney be representing you? If yes, complete the following:	
Attorney's name: Dwayne Copple	Attorney's phone number: (206) 628-6780
Attorney's address: Williams Castner, & Gibbs 601 Union Street, Suite 4100	Fax Number: (206) 628-6611
	E-mail: <a href="mailto:dcopple@wkg.com">dcopple@wkg.com</a>
City, State, Zip Seattle, WA 98101-2380	

**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:**

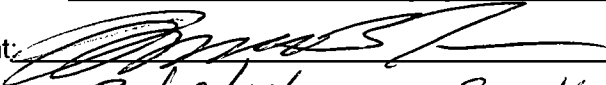
I understand that filing this application **does not** in itself constitute authority to operate as a solid waste collection company.

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: Marc B. Torre, Managing Partner

Signature of Applicant: 

Date, County, State: 3/17/04 Spokane County Washington

## ATTACHMENT B

### JOINT APPLICATION FOR TRANSFER OR LEASE OF CERTIFICATED AUTHORITY

This attachment must be completed when filing a joint application for permission to transfer or lease rights under Certificate of Public Convenience and Necessity.

Certificate Number G- 237

Check appropriate box:

Transfer All\*                       Transfer Portion\*                       Lease All\*\*                       Lease Portion\*\*

Waste Management of Washington, Inc.

Current Name on Certificate (Seller/Lessor)

See Attached List of Trade Names

Current Trade Name on Certificate (Seller/Lessor)

13225 N.E. 126th Place, Kirkland, Washington 98034

(425) 646-2400

Address (Seller/Lessor)

Phone Number

Fax: (425) 814-7866

E-mail: bschille@wm.com or pollym@summitlaw.com

Have all fines and /or penalties been paid?

No                       Yes

Has the closing annual report been filed?

No                       Yes

Does the buyer/lessee agree to begin service as soon as the Commission authorizes the transfer or lease?

Yes

No, if not, then when? \_\_\_\_\_

If the commission assigns this application for formal hearing, do both the seller/lessor and the buyer/lessee agree to be present at the hearing?

Yes

No

Both the seller/ lessor and the buyer/lessee certify that this application is not made for the purpose of hindering, delaying or defrauding creditors.

This application must include a map and copy of the certificated authority to be transferred/leased. If applying for permission to transfer or lease a portion of the certificated authority, then the application must include a map and description of both the portion to be transferred/leased and the portion to be retained by the existing certificate holder.

We, as applicants, hereby jointly declare and affirm that all information is true to the best of our knowledge.

\_\_\_\_\_  
Seller's/Lessor's Signature

By: James W. DeSoer

\_\_\_\_\_  
Buyer's/Lessee's Signature

By: Marc B. Torre

\_\_\_\_\_  
Date, County, State

3/17/04 Spokane County, Washington  
Date, County, State

\*If this application is for transfer, please attach a copy of the sales or other agreement to sell.

\*\*If this application is to lease, please attach a copy of the executed lease agreement.

**ATTACHMENT B**

**JOINT APPLICATION FOR TRANSFER OR LEASE OF CERTIFICATED AUTHORITY**

This attachment must be completed when filing a joint application for permission to transfer or lease rights under Certificate of Public Convenience and Necessity.

Certificate Number G- 237

Check appropriate box:

Transfer All\*                       Transfer Portion\*                       Lease All\*\*                       Lease Portion\*\*

Waste Management of Washington, Inc. \_\_\_\_\_

Current Name on Certificate (Seller/Lessor) \_\_\_\_\_

See Attached List of Trade Names \_\_\_\_\_

Current Trade Name on Certificate (Seller/Lessor) \_\_\_\_\_

13225 N.E. 126th Place, Kirkland, Washington 98034                      (425) 646-2400

Address (Seller/Lessor)                      Phone Number

Fax: (425) 814-7866                      E-mail: bschille@wm.com or pollym@summitlaw.com

Have all fines and /or penalties been paid?                       No                       Yes

Has the closing annual report been filed?                       No                       Yes

Does the buyer/lessee agree to begin service as soon as the Commission authorizes the transfer or lease?

Yes

No, If not, then when? \_\_\_\_\_

If the commission assigns this application for formal hearing, does both the seller/lessor and the buyer/lessee agree to be present at the hearing?

Yes

No

Both the seller/ lessor and the buyer/lessee certify that this application is not made for the purpose of hindering, delaying or defrauding creditors.

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We, as applicants, hereby jointly declare and affirm that all information is true to the best of our knowledge.

\_\_\_\_\_  
Seller's/Lessor's Signature  
By: James W. DeSoer

3/14/01 King Washington  
\_\_\_\_\_  
Date, County, State

\_\_\_\_\_  
Buyer's/Lessee's Signature

\_\_\_\_\_  
Date, County, State

\*If this application is for transfer, please attach a copy of the sales or other agreement to sell.

\*\*If this application is to lease, please attach a copy of the executed lease agreement.



Income Statement

**Income**

Owners Investment	\$ 2,050,000.00	
Total Income		<u>\$ 2,050,000.00</u>

**Expenses**

Disposal Fees	\$ 900,000.00	
Containers	\$ 47,000.00	
Fuels	\$ 140,000.00	
Labor	\$ 718,000.00	
Overhead	\$ 150,000.00	
Total Expenses		<u>\$ 1,955,000.00</u>
Net Ordinary Income		<u><u>\$ 95,000.00</u></u>

EQUIPMENT  
TORRE REFUSE & RECYCLING, LLC

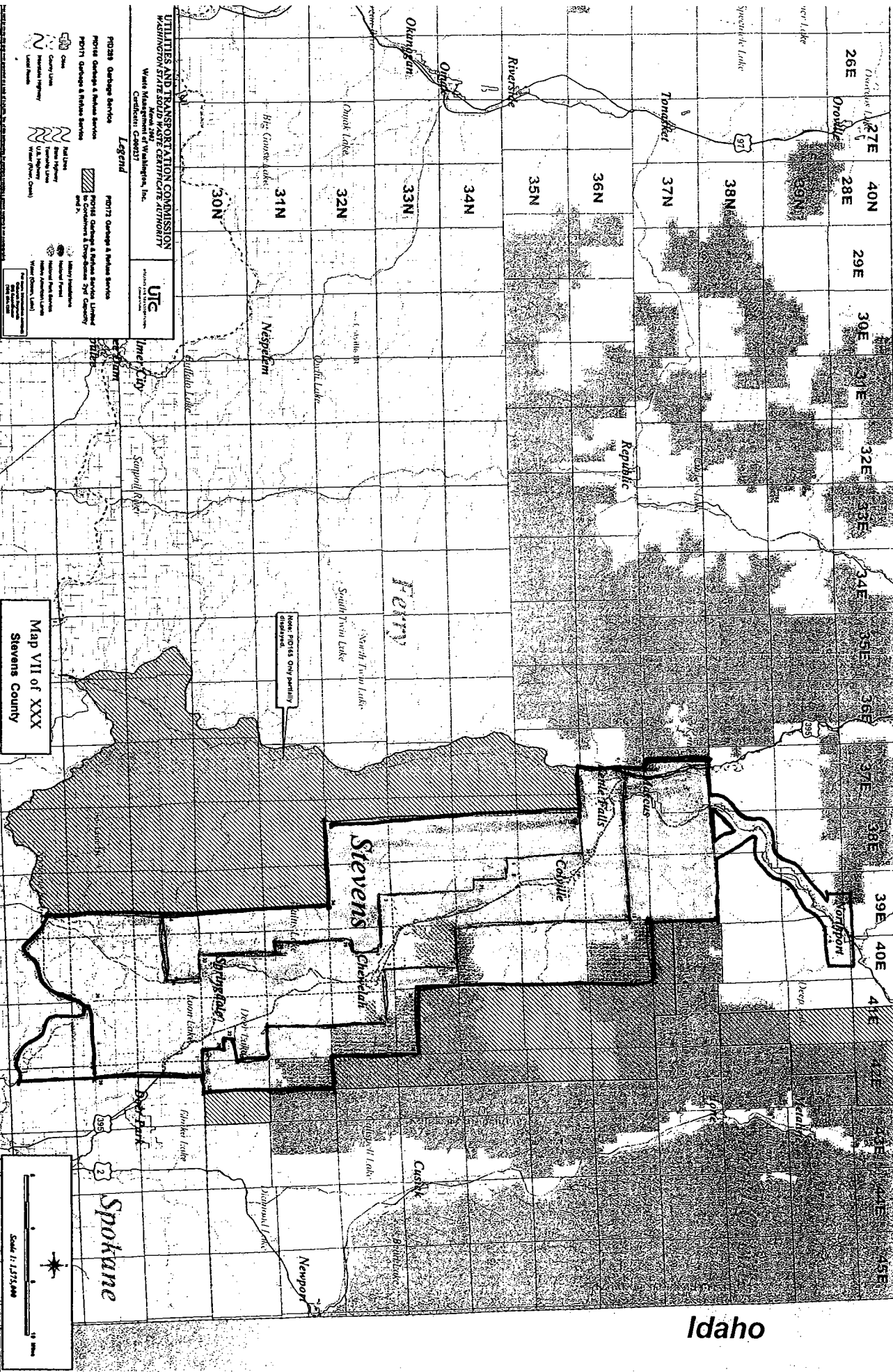
<u>Description</u>	<u>Quantity</u>
1-1/2-Yard Containers	10
1-Yard Containers	20
2 YD Containers	5
2-Yard Containers	239
3-Yard Containers	17
4-Yard Containers	145
6-Yard Containers	64
8-Yard Containers	31
20-Yard Rolf Containers	4
30-Yard Rolf Containers	2
40-Yard Rolf Containers	3
40-Yard Rolf Containers	8
40-Yard Rolf Containers	2
40-Yard Rolf Containers	2
35 Gal Residential Carts	110
64 Gal Residential Carts	199
64 Gallon Container	189
96 Gal Residential Carts	50
96 Gal Residential Toters	913
96 Gallon Carts	566
Storage/Security Container	1
Storage/Security Container	1
Barko Skidsteer Loader 1080C	1
1990 Bobcat Skidsteer 743	1
1968 Ford Tractor	1
1986 Catapillar Forklift	1
2003 Toyota 7FGU30 Forklift	1
1992 White XPDXWX SL Spare Truck	1
1992 WHITE XPDXWX SL Frtln Truck	1
2003 Freight/Wittke Fl Truck	1
1997 Peterbilt FL W/Witke Truck	1
Wittke Body for 709590 Truck	1
1990 Peterbilt Truck	1
YMX7RVAM CAM KIT Truck	3
1999 Volvo WXL64	1
1977 Ford FL LN8000 Truck	1
1985 Ford RL LN8000 W/LCH Truck	1
1987 Ford LN 8000 RL Spare Truck	1
1991 WHT WHR64 RO REC FTL	1
1992 Peterbilt RO FRNTLN Truck	1
1991 Chevy Cheyenne FRTLN Truck	1

1973 Ford F374 Spare Truck	1
1996 Ford F350 Spare MNPk Truck	1
1978 Chevy Scottsdale FRTL Truck	1
1985 INTL CONT DEL FRNTLN Truck	1
1988 Ford Container Delivery Van	1
1992 Alloy Refuse Trailer	1
Tuff Boy Rolloff Trailer	1
R/O PULL TLR M#223T Unit	1
1983 Or-West RO Trailer	1
1977 Trailer	1
2000 Redi-Haul Trailer	1
1996 Reinke Flatbed	1
1983 Int'l RO Spare	1
1993 BM/WHT Model WX6	1
Front load truck	1

**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

Canada



**UTILITIES AND TRANSPORTATION COMMISSION**  
 WASHINGTON STATE SOLID WASTE CERTIFICATE AUTHORITY  
 Waste Management, Inc. / Waste Management, Inc.  
 Candelero, Canada 2021

**Legend**

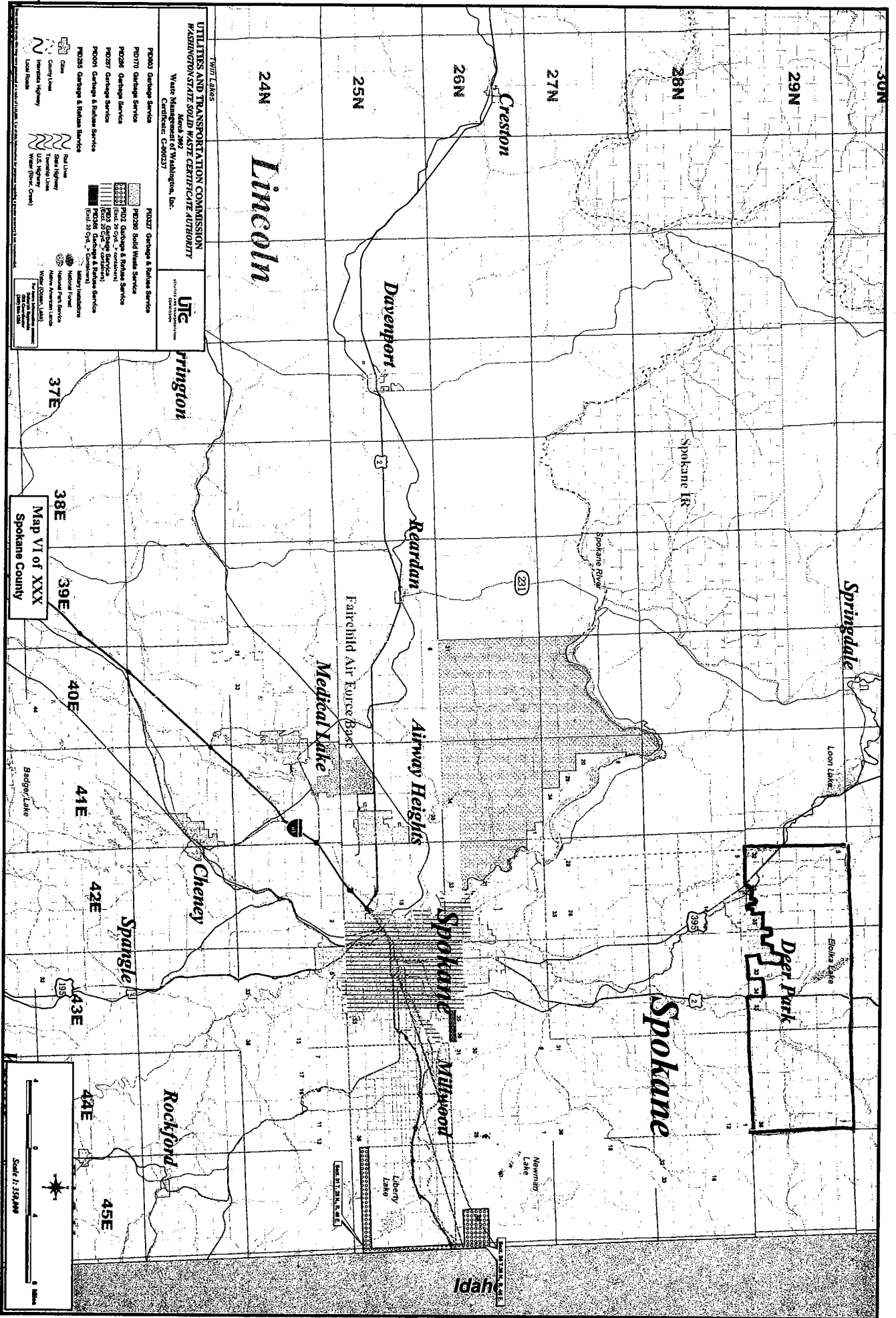
PO1231 Garbage & Refuse Service  
 PO1232 Garbage & Refuse Service  
 PO1233 Garbage & Refuse Service  
 PO1234 Garbage & Refuse Service  
 PO1235 Garbage & Refuse Service  
 PO1236 Garbage & Refuse Service  
 PO1237 Garbage & Refuse Service  
 PO1238 Garbage & Refuse Service  
 PO1239 Garbage & Refuse Service  
 PO1240 Garbage & Refuse Service  
 PO1241 Garbage & Refuse Service  
 PO1242 Garbage & Refuse Service  
 PO1243 Garbage & Refuse Service  
 PO1244 Garbage & Refuse Service  
 PO1245 Garbage & Refuse Service  
 PO1246 Garbage & Refuse Service  
 PO1247 Garbage & Refuse Service  
 PO1248 Garbage & Refuse Service  
 PO1249 Garbage & Refuse Service  
 PO1250 Garbage & Refuse Service

Other symbols include:  
 - City  
 - County Line  
 - Interstate Highway  
 - State Highway  
 - U.S. Highway  
 - Local Road  
 - Railroad  
 - Water  
 - Wetland  
 - Forest  
 - Pasture  
 - Agriculture  
 - Urban  
 - Residential  
 - Commercial  
 - Industrial  
 - Public Use  
 - Private Use  
 - Unclassified

Map VII of XXX Stevens County



Idaho



UTILITIES AND TRANSPORTATION COMMISSION  
 WASHINGTON STATE SOLID WASTE CERTIFICATE AUTHORITY  
 March 2002  
 Water Management of Washington, Inc.  
 Certificate: C-000237

UIC  
 UTILITIES AND TRANSPORTATION COMMISSION  
 Water Management of Washington, Inc.

- WATER SERVICES**
- PR030 Garbage Service
  - PR031 Garbage Service
  - PR032 Garbage Service
  - PR033 Garbage & Refuse Service
  - PR034 Solid Waste Service
  - PR035 Garbage & Refuse Service
  - PR036 Garbage & Refuse Service
  - PR037 Garbage & Refuse Service
  - PR038 Garbage & Refuse Service
  - PR039 Garbage & Refuse Service
  - PR040 Garbage & Refuse Service
- SEWER SERVICES**
- PR041 Sewer Service
  - PR042 Sewer Service
  - PR043 Sewer Service
  - PR044 Sewer Service
  - PR045 Sewer Service
  - PR046 Sewer Service
  - PR047 Sewer Service
  - PR048 Sewer Service
  - PR049 Sewer Service
  - PR050 Sewer Service
- OTHER SERVICES**
- PR051 Gas Service
  - PR052 Gas Service
  - PR053 Gas Service
  - PR054 Gas Service
  - PR055 Gas Service
  - PR056 Gas Service
  - PR057 Gas Service
  - PR058 Gas Service
  - PR059 Gas Service
  - PR060 Gas Service
- INFRASTRUCTURE**
- PR061 Road
  - PR062 Road
  - PR063 Road
  - PR064 Road
  - PR065 Road
  - PR066 Road
  - PR067 Road
  - PR068 Road
  - PR069 Road
  - PR070 Road

Map VI of XXX  
 Spokane County



## **CERTIFICATE AUTHORITY TO BE TRANSFERRED**

PID 419 SOLID WASTE COLLECTION SERVICE in that portion of Stevens County described as follows: Beginning at the intersection of the west line of Section 14, T27N, R39E and the centerline of the Spokane River (also the Spokane-Stevens County Line); thence north along the west line of said section extended to the southeast corner of Section 34, T32N, R39E; thence west along the south line of said section extended to the southwest corner of Section 33, T32N, R38E; thence north along the west line of said section to the northwest corner of Section 4, T35N, R38E; thence west along the north line of said section extended to the Ferry-Stevens County Line (also the centerline of the Columbia River); thence north along said county line to the north line of Section 4, T37N, R37E; thence east along the north line of said section to the northeast corner of Section 1, T37N, R39E; thence south along the east line of said section to the northwest corner of Section 6, T36N, R40E; thence east along the north line of said section extended to the northeast corner of Section 1, T36N, R40E; thence south along the east line of said section extended to the northwest corner of Section 30, T33N, R41E; thence east along the north line of said section extended to the northeast corner of Section 25, T33N, R41E; thence south on the east line of said section to the southeast corner of Section 36, T32N, R41E; thence east on the south line of said section to the northeast corner of Section 4, T31N, R42E; thence south on the east line of said section extended to the southeast corner of Section 33, T30N, R42E; thence west on the south line of said section (also the Spokane-Stevens County Line) extended to the north line of Section 5, T29N, R42E; thence following the Spokane-Stevens County Line southerly and westerly to its intersection with the west line of Section 14, T27N, R39E, the point of beginning.

PID 413 SOLID WASTE COLLECTION SERVICE limited to containers and drop boxes of 2 yard capacity or greater in those portions of Stevens County described as follows: Beginning at the intersection of the extended east line of Section 10, T27N, R39E and the Lincoln-Stevens County Line; thence westerly along said county line (also the centerline of the Spokane River) to its intersection with the centerline of the Columbia River; thence northerly along the centerline of the Columbia River (also the Stevens-Ferry County Line) to its intersection with the north line of Section 3, T35N, R37E; thence east along the north line of said section extended to the northeast corner of Section 5, T35N, R38E; thence south along the east line of said section extended to the southeast corner of Section 32, T32N, R38E; thence east along the south line of said section extended to the northeast corner of Section 3, T31N, R39E; thence south along the east line of said section extended to the Lincoln-Stevens county line, the point of beginning.

PID 414 ALSO, Beginning at the northeast corner of Section 1, T30N, R42E; thence south along the east line of said section extended to the southeast corner of Section 36, T30N, R42E; thence west along the south line of said section extended to the southwest corner of Section 34, T30N, R42E; thence north along the west line of said section extended to the northwest corner of Section 3, T30N, R42E; thence east along the north line of said section extended to the northeast corner of Section 1, T30N, R42E, the point of beginning.

PID 415 ALSO, Beginning at the southeast corner of Section 33, T32N, R42E; thence west along the south line of said section extended to the southwest corner of Section 31, T32N, R42E; thence north along the west line of said section extended to the northwest corner of Section 30, T33N, R42E; thence west along the north line of said section extended to the southwest corner of Section 19, T33N, R41E; thence north along the west line of said section extended to the northwest corner of Section 6, T36N, R41E; thence west along the north line of said section extended to the southwest corner of Section 31, T37N, R40E; thence north along the west line of said section extended to the northwest corner of Section 30, T37N, R40E; thence east along the north line of said section extended to the northeast corner of Section 28, T37N, R41E; thence south along the east line of said section extended (also the Stevens-Pend Oreille County Line) to the southeast corner of Section 33, T37N, R41E; thence east along the north line of said section extended (also the Stevens-Pend Oreille County Line) to the northeast corner of Section 4, T36N, R42E; thence south along the east line of said section extended (also the Stevens-Pend Oreille County Line) to the southeast corner of Section 33, T32N, R42E, the point of beginning.

PID 416 ALSO, Beginning at the southeast corner of Section 36, T38N, R41E; thence west along the south line of said section extended (also the Stevens-Pend Oreille County Line) to the southwest corner of Section 34, T38N, R41E; thence north along the west line of said section projected due north to its intersection with the north line of Section 4, T40N, R41E (also the US-Canada Border); thence east along the north line of said section extended (also the US-Canada Border) to the northeast corner of Section 1, T40N, R42E; thence south along the east line of said section extended (also the Stevens-Pend Oreille County Line) to the southeast corner of Section 36, T40N, R42E; thence west along the south line of said section extended (also the Stevens-Pend Oreille County Line) to the

southeast corner of Section 33, T40N, R42E; thence south along the east line of said section extended (also the Stevens-Pend Oreille County Line) to the southeast corner of Section 33, T39N, R42E; thence west along the south line of said section extended (also the Stevens-Pend Oreille County Line) to the southeast corner of Section 36, T39N, R41E; thence south along the east line of said section extended (also the Stevens-Pend Oreille County Line) to the southeast corner of Section 36, T38N, R41E, the point of beginning.

PID 417 ALSO, In the City of Northport and along Highway 25 from the north line of Section 5, T37N, R38E to the City of Northport.

PID 418 ALSO, along Williams Lake Road from Highway 25 to its intersection with the north line of Section 6, T37N, R39E.

PIDxxx SOLID WASTE COLLECTION SERVICE in Spokane County described as follows: Beginning at the southeast corner of Section 36, T29N, R44E; thence west along the south line of said Section 36 extended to the southeast corner of Section 34, T29N, R43E; thence north along the east line of said Section 34 to the northeast corner of said Section 34; thence west along the north line of said Section 34 to the northwest corner of said Section 34; thence south along the west line of said Section 34 to the southwest corner of said Section 34, T29N, R43E; thence west along the extended south line of said Section 34 to the City Limits of Deer Park (in Section 32, T29N, R43E); thence northerly and westerly following said city limits counterclockwise through Sections 29 and 30, T29N, R43E, continuing through Sections 36, 35, and 34, T29N, R42E to the intersection of said city limits and the south line of Section 34, T29N, R42E; thence west along the south line of said Section 34 extended to the Stevens-Spokane County line; thence north along the Stevens-Spokane County line to the north line of Section 5, T29N, R42E; thence east along the north line of said Section 5 extended to the northeast corner of Section 1, T29N, R44E; thence south along the east line of said Section 1 extended to the southeast corner of Section 36, T29N, R44E, the place of beginning.



## LIMITED WARRANTY BILL OF SALE

This Limited Warranty Bill of Sale (the "Agreement") is entered into as of \_\_\_\_\_, 2004, by and between WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (the "Seller") and SUNSHINE DISPOSAL, INC., a Washington corporation (the "Buyer").

WHEREAS, Seller is the owner and holder of Public Convenience and Necessity Certificate No. G-237 (the "G-Permit") issued by the Washington Utilities and Transportation Commission ("WUTC"); and

WHEREAS, subject to approval from the WUTC, Seller desires to sell and Buyer desires to purchase the G-Permit and the associated operating assets of the Seller used in its solid waste collection operation in Northeastern Washington (the "Business");

In consideration of the mutual promises herein made, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

1.1 "Assets" shall mean only those certain assets of the Business as described below:

- (a) Furniture, fixtures, equipment and supplies used in the Business as set forth on Exhibit A attached hereto;
- (b) The G-Permit.
- (c) Other licenses and permits applicable to the Business, to the extent transferable;
- (d) Solid waste collection contracts with the City of Colville, the City of Chewelah and Stevens County (the "Collection Contracts").
- (e) Trucks, vehicles and other rolling stock as set forth on Exhibit A hereto;
- (f) Rights as lessee to leased equipment used in the Business as set forth on Exhibit A;
- (g) Rights as Lessee to the premises located at Highway 395, Addy, Washington;
- (h) Customer lists for the Business; and
- (i) Customer billing and account records and information for the Business;

1.2 Excluded Assets. Except as set forth above, no assets of Seller are intended to be transferred to Buyer hereby. Without limiting the generality of the foregoing, the Assets shall not include (i) accounts and claims receivable, (ii) cash and cash equivalents, or (iii) those customers listed in the attached Exhibit B for which Seller maintains a national contract (collectively, the "National Accounts"). Seller retains all right, title and interest in the National Accounts and will have the right, after the Closing Date, to manage the National Accounts; provided however, Buyer will provide subcontract services for such accounts at rates specified in the G-Permit or the contracts with the City of Colville, the City of Chewelah and Stevens County, as applicable.

1.3 "Assumed Liabilities" shall mean the obligations, liabilities and duties attributable to the Assets arising or accruing after the Closing Date.

1.4 "Excluded Liabilities" shall mean any debts, liabilities or obligations of Seller, except the Assumed Liabilities.

ARTICLE II  
PURCHASE CONSIDERATION; TRANSFER OF THE ASSETS

2.1 Assignment. Seller hereby transfers, conveys, sells, assigns and delivers unto Buyer, its successors and assigns, forever, all of the Assets, effective as of the Closing Date.

2.2 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Title to Assets. Except for any leased Assets, as of the Closing Date, Seller shall have good and marketable title to all of the Assets and interests in the Assets, free and clear of any liens or encumbrances.

(b) Authorization of Transaction. Seller has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Seller, enforceable in accordance with its terms.

(c) Broker's Fees. Seller does not have any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Buyer may be liable.

(d) Financial Information. All financial statements, information or materials provided by the Seller (or its agents or employees) to Buyer, or its agents or employees in connection with Buyer's examination of the Assets have, in each case, been true, complete and correct.

(e) Applicable Laws. The Seller is, and at all times during its operation of the Assets has been, fully licensed, permitted and authorized under all federal, state and local statutes, laws, rules, regulations, orders, permits and licenses affecting or otherwise applicable to the Business.

(f) Labor Relations. There is no pending or, to the knowledge of the Seller, threatened labor dispute, strike, or work stoppage affecting the Business. Seller has complied, in all material respects, with all provisions of applicable law pertaining to the employment of employees, including without limitation, all such laws relating to labor relations, equal employment, prohibited discrimination or similar employment acts or practices.

(g) Contracts. The Seller has delivered to Buyer all contracts and leases to be assumed by the Buyer and material to the operation of the Business. To the knowledge of Seller, there does not exist under any of such contracts and leases any event of default or event or condition that, after notice or lapse of time or both, would constitute a violation, breach or event of default thereunder on the part of Seller.

2.3 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

(a) Authorization of Transaction. Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms.

(b) Broker's Fees. Buyer does not have any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

(c) Buyer's Investigation of the Assets. The Buyer hereby represents and warrants to Seller that Buyer is fully aware of the nature and condition of the Assets. Buyer has further conducted to its own satisfaction an independent investigation of the Assets 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.

(d) "AS IS, WHERE IS". Except as set forth in Section 2.2 above, the Buyer acknowledges that the Assets are being conveyed "AS IS, WHERE IS" and "WITH ALL FAULTS", and the Seller has not made, and the Seller hereby expressly disclaims and negates, any representation or warranty, express or implied, of any kind or nature whatsoever, relating to the assets.

2.4 Purchase Consideration.

REDACTED

2.5 Purchase Price Allocation.

REDACTED

2.6 Closing.

REDACTED

2.7 Operations Prior to Closing. The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

(a) General. Each of the parties will use its reasonable best efforts to take action and to do all reasonable things necessary in order to consummate and make effective the transactions contemplated by this Agreement.

(b) Notices and Consents. Each of the parties will give any notices to, make any filings with, and use its reasonable best efforts to obtain any authorizations, consents, and approvals in connection with the transactions contemplated by this Agreement; provided, however, that Seller shall not be required to pursue consent to the transfer of any of the Collection Contracts until Buyer has satisfied or waived the conditions to Closing set forth in Sections 2.8 (c), (d) and (e).

(c) Course of Business. The Seller will not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business. "Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice.

(d) Preservation of Business Relationship. The Seller shall use its reasonable best efforts to preserve intact its current business organization, keep available the services of its employees, and maintain relationships and good will of suppliers, customers and others having business relationships with the Seller pertaining to the Business.

2.8 Conditions to Closing.

REDACTED

REDACTED

2.9 Prorations.

REDACTED

### ARTICLE III INDEMNITIES

3.1 Indemnification of Buyer. The Seller covenants and agrees that it will indemnify, defend, protect and hold harmless Buyer and its officers, directors, employees, stockholders, agents, representatives and affiliates, against, from and in respect of all losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses that arise from, are based on or relate or otherwise are attributable to: (i) the acts or omissions of Seller before the Closing Date; (ii) the Excluded Liabilities; or (iii) any breach of warranty or nonfulfillment of the terms of this Agreement.

3.2 Indemnification of the Seller. Buyer covenants and agrees that it will indemnify, defend, protect and hold harmless the Seller, its affiliates and their officers, directors, employees, stockholders, agents, representatives and affiliates against, from and in respect of all losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses that arise from, are based on or relate or otherwise are attributable to (i) the acts or omissions of Buyer on or after the Closing Date, (ii) the Assumed Liabilities, or (iii) any breach of warranty or nonfulfillment of the terms of this Agreement.

3.3 Survival of Representations, Warranties and Indemnities. The representations, warranties, covenants and contractual indemnities set forth in this Agreement will survive the Closing.

ARTICLE IV  
FUTURE DISPOSITIONS

REDACTED

REDACTED

REDACTED

ARTICLE V  
MISCELLANEOUS

5.1 Further Assurances. The Seller, upon request of Buyer from time to time after the Closing Date, agrees to execute such other instruments of conveyance and transfer and will take such other necessary actions as Buyer may reasonably require in order to vest more effectively in Buyer, or to put Buyer more fully in possession of, any of the Assets.

5.2 Successor and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party; provided, however, that the Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its affiliates and (ii) designate one or more of its affiliates to perform its obligations hereunder (in any or all of which cases the Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

5.3 Titles; Captions. All article or section titles or captions in this Agreement are for convenience only, shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Schedules attached hereto or referred to herein are made parts hereof for all purposes.

5.4 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.

5.5 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.

5.6 Entire Agreement. This Agreement (including the documents referred to herein) 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.

5.7 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.


5.8 Interpretation. This Agreement has been prepared and negotiations in connection therewith have been carried on by the joint efforts of the respective counsel for the parties. This Agreement is to be construed simply and fairly and not strictly for or against any of the parties hereto.

5.9 Authority. Each party represents that it has the right, power and authority to execute and perform its obligations under this Agreement and that, upon execution, this Agreement will be binding upon said party. Each person executing this Agreement on behalf of a Party hereto represents and warrants that he has been duly authorized to execute this Agreement on behalf of said party.

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

BUYER:

SUNSHINE DISPOSAL, INC.  
a Washington corporation

  
By: \_\_\_\_\_  
Name: Marc B. Tore  
Its: Vice President

SELLER:

WASTE MANAGEMENT OF WASHINGTON, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Joe Cassin  
Director of Business Development, Western Group

Agreement will be binding upon said party. Each person executing this Agreement on behalf of a Party hereto represents and warrants that he has been duly authorized to execute this Agreement on behalf of said party.

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

BUYER:

SUNSHINE DISPOSAL, INC.  
a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

SELLER:

WASTE MANAGEMENT OF WASHINGTON, INC.  
a Delaware corporation

By: Joe Cassin 3/5/04  
Joe Cassin  
Director of Business Development, Western Group



# TARIFF ADOPTION NOTICE

Tariff No. 5

Torre Refuse and Recycling, LLC

(Name of new company)

Sunshine Disposal & Recycling

(Trade name of new company)

adopts all tariffs and supplements to the tariffs,  
filed with the Washington Utilities and Transportation by

Waste Management of Washington, Inc. d/b/a Waste Management of Addy

(Name of prior company)

before the date of its (new company) acquired possession  
of that (prior) company, or a portion of the authority  
of that (prior) company.

Notice issued by:

Name: Marc B. Torre

Title: Managing Partner

Telephone Number: 509-924-5678

FAX Number: 509-924-7448

E-mail Address: MTorre96@aol.com

Date filed with Commission: \_\_\_\_\_