



6. If the Commission assigns this application for formal hearing, applicant will present approximately 1 witnesses at the hearing. Estimate how much time your presentation will take. 20 minutes

7. Describe your proposed route using state or county highway numbers, AND attach a detailed map or sketch showing the proposed route or area.

*See attachment*

(NOTE: This statement may be a separate attachment labeled "7").

8. Is this an application for extension of your present route?  Yes  NO  
If yes, attach a copy of your current certificate.

9. Attach two copies of your proposed tariff, which shows both the rates or fees to be charged for service and rules and regulations which govern how they will be assessed.

10. Attach two copies of your proposed time schedule and route, naming all service points.

11. State fully the conditions that justify the Commission granting you a certificate.

*See attachment*

(NOTE: This statement may be a separate attachment labeled "11")

12. List the terminal facilities you propose to use at each of the named points on your proposed route.

(NOTE: This statement may be a separate attachment labeled "12")

13. You must submit, prior to issuance of a certificate to operate as an Auto Transportation Company, a Form "E" Certificate of Insurance issued by an insurance company authorized to write insurance in the state of Washington.

14. List the names and addresses of all other transportation providers currently furnishing similar service by means of motor coach, railroad or boat lines, between any of the points or along any portion of the route you propose to serve.

*See attachment*

(NOTE: This statement may be a separate attachment labeled "14")

15. Complete the following financial data\*:

ASSETS		LIABILITIES	
Cash in Bank and on hand	\$ 3,000. <sup>00</sup>	Salaries/Wages Payable	\$
Notes Receivable	\$	Accounts Payable	\$
Accounts Receivable	\$	Notes Payable	\$ 128,000. <sup>00</sup>
Investments	\$	Mortgages Payable	\$
Other Current Assets	\$	Contracts and Bonds Payable	\$
Prepaid Expenses	\$	Other	\$
Land and Buildings		<b>TOTAL LIABILITIES</b>	\$
Equipment (buses)	\$	NET WORTH	
Office Furniture	\$	Preferred Stock	\$
Other Equipment	\$	Common Stock	\$
Other Assets	\$ 125,000. <sup>00</sup>	Retained Earnings	\$
	\$	Capital	\$
<b>TOTAL ASSETS</b>	\$ 128,000. <sup>00</sup>	<b>TOTAL LIABILITIES AND NET WORTH</b>	\$ 128,000. <sup>00</sup>

\*Enclose Balance Sheet and Profit and Loss Statement, if available, and label it "15"

16. Complete the following statement of equipment to be used in connection with proposed service or attach equipment list with the appropriate information.

LICENSE NUMBER	YEAR AND MAKE OF VEHICLE	SERIAL NUMBER (VEHICLE IDENTIFICATION NUMBER)	SEATING CAPACITY
915 KZQ	1994 Ford Metrotrans	1FD0KE3063RHA44058	25

(NOTE: This information may be an attachment labeled "16").

17. SAFETY COMPLIANCE REVIEW AND QUESTIONNAIRE:

GENERAL

Do you have a copy of the laws and rules relating to auto transportation companies?..... YES  NO  N/A

Have you been cited within the last three years by the Commission for violations of its rules or laws?.....  YES  NO  N/A

If Yes, explain: \_\_\_\_\_

Are you familiar with the state passenger carrier safety rules?.....  YES  NO  N/A

Will management review the carrier's compliance status on a periodic basis?.....  YES  NO  N/A

NOTIFICATION AND REPORTING OF ACCIDENTS

Are you familiar with the Commission accident reporting rule? ..... YES  NO  N/A

Will you take any action against drivers involved in preventable accidents?.....  YES  NO  N/A

PART 391 - QUALIFICATION OF DRIVERS

Do you have written hiring policies/procedures that are being followed when hiring new drivers?..... YES  NO  N/A

Are oral interviews conducted with new drivers to verify information submitted on their applications?.....  YES  NO  N/A

Will you have a system established to ensure drivers' medical certificates remain current?.....  YES  NO  N/A

Will you verify that physicians completing medical certifications are knowledgeable about the instructions for performing and recording driver physical examinations?.....  YES  NO  N/A

Will you review the results of the health history and physical examination?.....  YES  NO  N/A

Will you have a system established that will ensure drivers' operating licenses remain current?.....  YES  NO  N/A

Will you have a system established that will ensure drivers' annual reviews and annual record of violations remain current?.....  YES  NO  N/A

Will you comply with the road test provisions of Section 391.31?.....  YES  NO  N/A

Can you maintain and produce complete driver qualification files on drivers?.....  YES  NO  N/A

PART 392 - DRIVING OF MOTOR VEHICLES

Do you have established procedures concerning the use of alcohol and drugs?..... YES  NO  N/A

Do you have a policy for monitoring speed?.....  YES  NO  N/A

PART 395 - HOURS OF SERVICE OF DRIVERS

Can you explain the hours of service limitations, i.e., 10, 15, 60 in 7, 70 in 8?..... YES  NO  N/A

Will you file records of duty status in systematic manner?.....  YES  NO  N/A

Will drivers be required to complete recaps of their records of duty status?.....  YES  NO  N/A

Will dispatchers be aware of drivers' hours of service prior to trip?..... X \_\_\_ \_\_\_

Will other independent records be compared to drivers records of duty status for accuracy?... X \_\_\_ \_\_\_

Will you have a system for recording hours of duty status on 100 mile radius drivers?..... X \_\_\_ \_\_\_

Will you have a disciplinary policy for noncompliance with Part 395?..... X \_\_\_ \_\_\_

**PART 396 - INSPECTION, REPAIR AND MAINTENANCE**

	YES	NO	N/A
Will you have written procedures explaining a systematic, periodic maintenance program?...	<u>X</u>	___	___
Will you periodically review maintenance records for all equipment?.....	<u>X</u>	___	___
Will you comply with the vehicle inspection procedure?.....	<u>X</u>	___	___

**PART 396 - INSPECTION, REPAIR AND MAINTENANCE**

	YES	NO	N/A
Will you train drivers to perform pre-trip inspections?.....	<u>X</u>	___	___
Will you maintain the prior three months vehicle inspection reports on a vehicle?.....	<u>X</u>	___	___
Will you maintain a complete maintenance file on all vehicles?.....	<u>X</u>	___	___

The applicant understands that the filing of this application does not in itself constitute authority to operate; that he/she is familiar with the law and the rules of the Washington Utilities and Transportation Commission governing Auto Transportation Companies and promises strict compliance therewith.

Dated at: Seattle, Washington, 04-05-2004.  
(City or Town) (Month/Day/Year)

Miller & Schmer Inc. ~~Matthew E. Schmer~~  
(Name of applicant)

By:   
(Signature)

I certify (or declare) under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

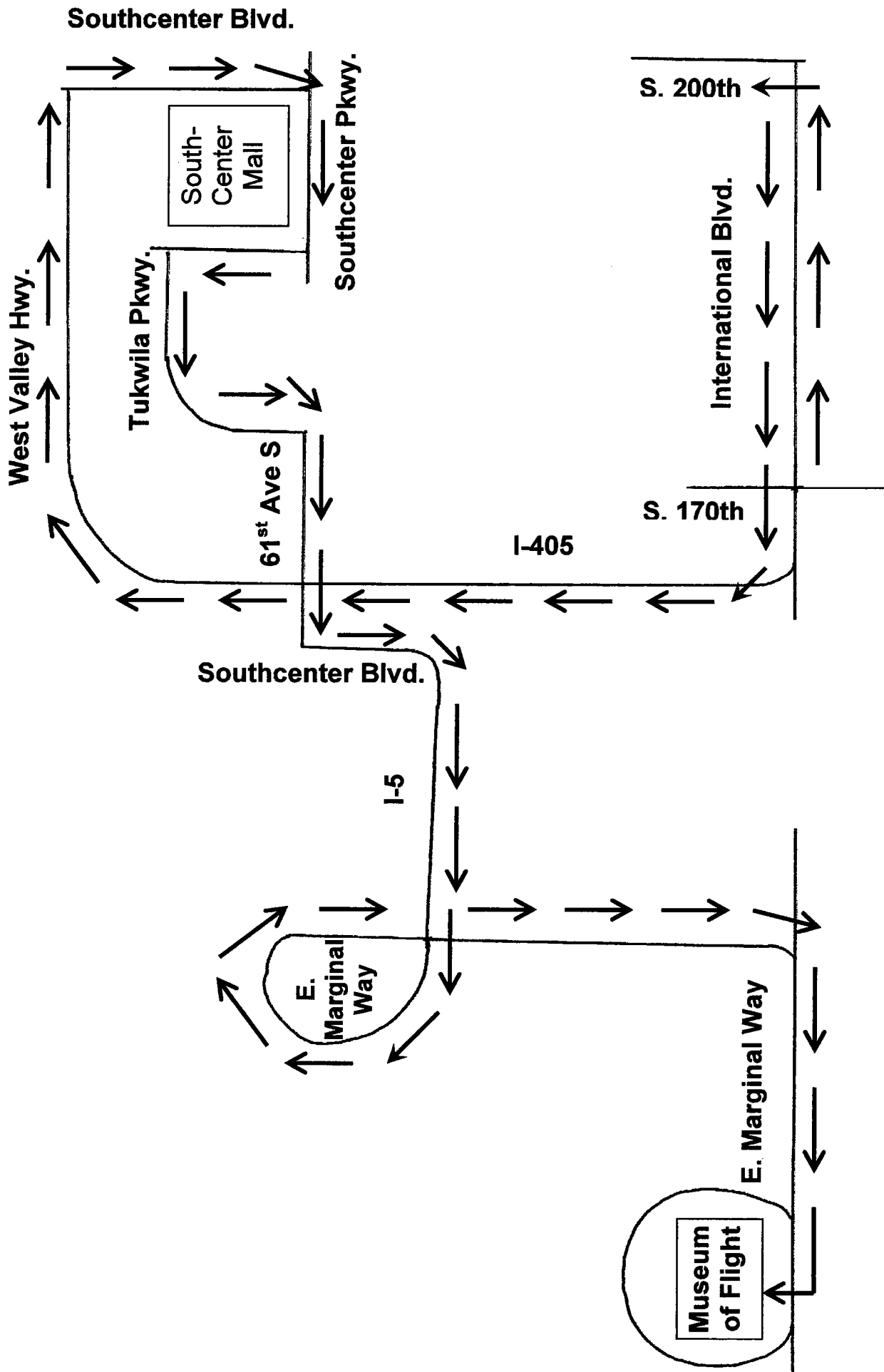
04-05-2004 Seattle, WA  
(Date and Place)

  
(Signature)

**7****AIRPORT HOTELS AND TUKWILA HOTELS TO SOUTH CENTER MALL  
AND THEN ONTO THE MUSEUM OF FLIGHT**

We will be going south on International Blvd starting at S170th street then turn at S200th street and go north on International Blvd to S160th street where we will head east on I-405. We will take the West Valley Highway, exit #1, off I-405 and head south where we will turn right and go west on Strander Blvd, then turn right onto South Center Parkway and right again into the South Center Mall. Upon leaving South Center Mall we will turn left onto Tukwila Parkway then right on 61<sup>st</sup> Avenue S, left onto South Center Blvd and merge right onto I-5 North. We will take the East Marginal Way exit #158 off I-5 and head west, turn right onto East Marginal Way and then right into the Museum of Flight. Leaving the Museum of Flight we will follow same route back to I-5 and go south, then go west on I405 and take the S170th Street exit and back on International Blvd.

1. Hotel pick ups = 4.5 miles
2. Radisson Hotel to South Center Mall = 3.8 miles
3. South Center Mall to Museum of Flight = 5.7 miles
4. Return same route = 13 miles
5. Roundtrip = 26 miles



# 11

There are currently about 3500 hotel rooms near Seattle Tacoma Airport and International Blvd. Many of the guests staying at these locations need a reasonable priced scheduled service the nearby South Center Mall and Museum of Flight. We are able to provide a number of benefits not currently available to these guests.

- 1) COSTS:** Currently Sea-Tac guests could take public transportation at \$1.25 each way or a taxi/towncar service at \$12 each way. Our service would give another great alternative to the Sea-Tac guests.
- 2) CONVENIENCE:** Public transportation will not provide door to door service which we can provide. Taxi and towncar service may provide this, but not on a scheduled route and at a higher price.
- 3) COMFORT:** We will provide customers with air conditioned 24 passenger motor coaches.
- 4) FLEXIBILITY:** Guests will have the ability to miss a connection and know they can catch a later one with no problem.
- 5) BENEFITS:** Guests will be treated with a South Center Mall map and coupon book which local merchants will provide with discounts or specials to induce tourists to try their facility. This service would also provide the Sea-Tac and Tukwila hotels with yet another affordable means of transportation for guests who are interested in staying at their hotel.



**12**

**Hotel drop offs and pick ups will always be at the lobby**

1. Best Western Executel
2. Clarion Airport
3. Coast Gateway
4. Courtyard by Marriott Sea-Tac
5. Courtyard by Marriott South Center
6. Comfort Inn
7. Days Inn Airport
8. Double Tree @ Airport
9. Double Tree Suites
10. Embassy Suites
11. Fairfield by Marriott
12. Hampton Inn Airport
13. Hampton Inn South Center
14. Hilton Airport
15. Holiday Inn Airport
16. Holiday Inn Express
17. Homestead Village
18. LaQuinta Airport
19. Marriott Airport
20. Ramada Inn
21. Residence Inn
22. Sleep Inn
23. Super 8 Airport
24. Sutton Suites
25. Travelodge South
26. Coast Gateway
27. Radisson Airport
28. Red Lion Airport
29. Wyndam

**South Center Mall drop offs and pick ups will be at the North entrance which has been approved by the Mall. The Museum of Flight drop off and pick up location will be at the main entrance where there is a designated charter bus zone.**

#14

## 14

To my knowledge no other transportation providers are currently furnishing this type of scheduled service between the Sea-Tac and Tukwila hotels to South Center Mall and the Museum of Flight.

Metro does provide scheduled service to South Center Mall and the Museum of Flight, however it does not provide service from the lobby of each hotel. Many hotel guests may not be inclined to use public transportation but would utilize a reasonably priced alternative.

Taxi cabs and town car services will provide direct door to door service from and to any of these locations, but not on a scheduled basis. They will also charge 2 to 3 times our proposed tariff for their service.

**We will be using a 24 passenger motor coach for the service. Seattle Express will lease the vehicle to determine if the demand will require that size of a vehicle.**

**Once we have leased the vehicle we will provide you with all insurance information.**

AGREEMENT FOR GRANT AND ACCEPTANCE OF FUNDS FOR PROMOTION  
OF TOURISM THROUGH SEATTLE EXPRESS

THIS AGREEMENT is made and entered into April 14, 2004, by and between Seattle Southside Visitor Services, a tourism program funded by the Cities of Tukwila and SeaTac, hereinafter referred to as "SSVS," and Seattle Express Inc., hereinafter referred to as the "Seattle Express," on the following terms and conditions.

WHEREAS, SSVS funding is limited to costs of tourism promotion, acquisition of tourism-related facilities, and operation of tourism-related facilities;

WHEREAS, both parties concur in finding that the Seattle Express promotes tourism in the area by providing tourism promotion opportunities, e.g.: advertising to hotel guests without vehicles to encourage shopping, dining and enjoying entertainment venues in the area;

WHEREAS, SSVS desires to purchase advertising opportunities from Seattle Express for the purpose of increasing awareness of SSVS and promoting the surrounding area as a tourist destination;

NOW THEREFORE, in consideration of the mutual covenants recited herein, it is agreed as follows:

SECTION ONE

SCOPE AND DESCRIPTION

The Seattle Express agrees to provide Seattle Southside Visitor Services advertising opportunities to promote tourism to area hotel guest who do not have a vehicle. Advertising will include but not be limited to complete "Van Wrap" with SSVS advertisement, SSVS logo will appear on all Seattle Express' Southside route collateral materials including brochures, directional signage, flyers, posters, buttons, A-board, distribution of SSVS coupon book, Vacation Planner and maps, etc.

SECTION TWO

CONTRIBUTIONS

**Discretionary Grant of Money:** SSVS shall purchase advertising from Seattle Express, on a year-by-year basis, a sum of money as determined by Seattle Express and approved by SSVS's Lodging Tax Advisory Committee in establishing SSVS's Annual Budget.

**Conditions of Acceptance:** Any such purchase shall be accepted by the Cities of Tukwila and SeaTac subject to terms of this Agreement, as conditions precedent to acceptance, and shall be applied and expended in accordance with the said terms hereof.

**Funding:** SSVS will pay Seattle Express up to \$36,722 in tourism-related promotional activities conducted May 1 to December 31, 2004.

### SECTION THREE

#### CONDUCT OF AGREEMENT

**Reporting:** Seattle Express will submit to SSVS a monthly summary of promotional activities conducted under this Agreement. Samples of promotional materials produced under this Agreement should be included.

**Billing:** Seattle Express will submit to SSVS a monthly request for reimbursement of expenditures made in accordance with this Agreement. Copies of invoices documenting expenditures made under this Agreement should be included.

### SECTION FOUR

#### RECORDS AND ACCOUNTING

Seattle Express will maintain or cause to be maintained accounts and records relating to expenditure of funds under this Agreement for a period of six (6) years. Such records will be open at any reasonable time for inspection and examination by SSVS.

The fiscal year of this Agreement will commence on May 1 and close on December 31.

### SECTION FIVE

#### TERM

The effective date of the Agreement will be May 1, 2004, and this Agreement will continue through December 31, 2004, but will be automatically renewed for successive one year terms if SSVS includes funding pursuant to this Agreement by appropriation in its Annual Budget for successive years.

### SECTION SIX

#### TERMINATION

This Agreement may be terminated by either party, with or without cause, in whole or in part, by providing the other party written notice of intent to terminate not less than thirty (30) days in advance of the intended date of termination.

SECTION SEVEN

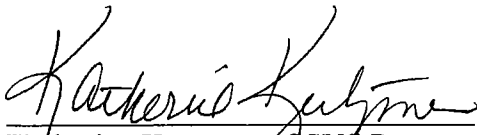
HOLD HARMLESS AND INDEMNIFICATION

SSVS and Seattle Express agree that each party shall defend, indemnify, and hold harmless the other party and its officers, officials, agents, employees, and volunteers from any and all claims, injuries, actions, damages, losses or suites including reasonable attorney's fees, which arise out of, are connected with, or due to any errors, omissions or negligent acts in the performance of this Agreement, except for each party's own comparative negligence.

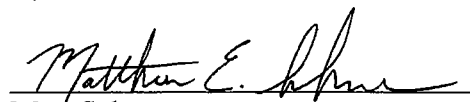
In witness whereof, the parties have executed this Agreement at the day and year first written above.

Seattle Southside Visitor Services

Miller Schmer Inc./ Seattle Express, Inc.



Katherine Kertzman  
Katherine Kertzman, SSVS Program Manager



Matt Schmer  
Matt Schmer

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

**For the Operation of Motor Propelled Vehicles**

pursuant to the provisions of Chapter 81 RCW

THIS IS TO CERTIFY that authority is granted to operate as a MOTOR CARRIER in the transportation of the commodities and in the territory described herein to

SEATTLE EXPRESS, INC.  
d/b/a SEATTLE EXPRESS  
15201 28<sup>th</sup> AVENUE SW  
SEATTLE, WA 98166

CERT NO.  
C-01052

PASSENGER SERVICE

BETWEEN: Hotels in the City of Renton and the Pike Place Market in downtown Seattle.

BETWEEN: Hotels in the City of Sea-Tac, South Center Mall, Pike Place Market and Cruise Terminals #66 and #30.

BETWEEN: Hotels in the City of Tukwila, South Center Mall, Pike Place Market, and Cruise Terminals #66 and #30.

TC-031383

11-13-03

SERVICE DATE

NOV 14 2003



WASHINGTON UTILITIES AND TRANSPORTATION  
COMMISSION

By

A handwritten signature in black ink, appearing to be "R. J. [unclear]".

## RATE SCHEDULE

ADULT FARES IN DOLLARS PER PERSON

	ALL HOTELS ROUNDTRIP	ALL HOTELS ONE-WAY	SOUTHCENTER ROUNDTRIP	SOUTHCENTER ONE-WAY
PIKE PLACE MARKET	\$12	\$7	\$12	\$7
TERMINAL 30 or 66	\$20	\$10	n/a	n/a
SOUTHCENTER MALL	\$6	n/a	n/a	n/a
MUSEUM OF FLIGHT	\$6	n/a	n/a	n/a

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

Issued By: \_\_\_\_\_

Effective: \_\_\_\_\_ TC- \_\_\_\_\_ LSN \_\_\_\_\_

Order/Other \_\_\_\_\_ BY: \_\_\_\_\_



## PASSENGER RULES PASSENGER RULES AND REGULATIONS

**ROUND TRIP FARES:** Hotel pick up to South Center Mall and return will be \$6 per person  
Hotel pick up to Museum of Flight and return will be \$6 per person  
Hotel pick up to Downtown Seattle and return will be \$12 per person  
Hotel pick up to cruise terminal and return will be \$20 per person

**ONE WAY FARES:** Hotel pick up to Downtown Seattle will be \$7 per person  
Downtown to hotels will be \$7 per person  
Hotel pick up to cruise terminal #30 or #66 will be \$10 per person  
Cruise terminal #30 or #66 to airport will be \$10 per person

**ADULT FARES/CHILDREN FARES:** All fares are adult with one exception. Children under two years of age, when accompanied by an adult passenger and not occupying a seat will be carried free of charge.

**INTERMEDIATE APPLICATION:** Fares to and from intermediate points not named herein, will be the same as the fare to or from the next more distant station for which fares are named.

**TICKET LIMITATION:** Round trip fares will be good for seven days from the date of purchase.

**TICKET REDEMPTION:** Unused tickets or portions will not be redeemed.

**SCHEDULE MAINTENANCE:** Carrier will not be liable for delays caused by accidents, breakdowns, bad conditions of roads, snow storms or other conditions beyond his control and does not guarantee to arrive at or depart from any point at any specific time. The time of arrival at and departure from any point shown in the published time schedules are schedules it endeavors to maintain, but are not guaranteed.

**OBJECTIONABLE PASSENGERS:** Seattle Express reserves the right to refuse to transport persons under the influence of drugs or liquor, or incapable of taking care of themselves, or who condition, conduct or behavior may be objectionable to other passengers. The carrier reserves the right to refuse carriage of any material that the carrier considers unsafe or not in the best interest to the passengers.

**ANIMALS:** Dogs, cats and other animals or birds will not be carried. Exception: dogs traveling with sight or hearing impaired passengers will be carried free of charge. The dog will not be permitted to occupy a seat but must lie or stand at the feet of the passenger.

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

Issued By: \_\_\_\_\_

Effective: \_\_\_\_\_ TC- \_\_\_\_\_ LSN \_\_\_\_\_

Order/Other

BY:

## TIME SCHEDULE

### SEA-TAC HOTELS SERVICED 5/1 THROUGH 10/15 DEPARTURES RESERVATION REQUIRED FOR HOTELS NOT IN BOLD - CALL 206-241-5800

Best Western Executel	10:30am	12:00pm	1:30pm	3:15pm	4:30pm	-	-	-
Clarion Airport	10:53am	12:23pm	1:53pm	3:38pm	4:53pm	-	-	-
Coast Gateway	10:30am	12:00pm	1:30pm	3:15pm	4:30pm	-	-	-
Comfort Inn	10:30am	12:00pm	1:30pm	3:15pm	4:30pm	-	-	-
Days Inn Airport	10:30am	12:00pm	1:30pm	3:15pm	4:30pm	-	-	-
<b>Double Tree - Seattle Airport</b>	10:40am	12:10pm	1:40pm	3:25pm	4:40pm	-	-	-
<b>Fairfield by Marriott</b>	10:35am	12:05pm	1:35pm	3:20pm	4:35pm	-	-	-
Hampton Inn Airport	10:30am	12:00pm	1:30pm	3:15pm	4:30pm	-	-	-
<b>Hilton Airport</b>	10:45am	12:15pm	1:45pm	3:30pm	4:45pm	-	-	-
Holiday Inn Airport	10:53am	12:23pm	1:53pm	3:38pm	4:53pm	-	-	-
<b>Holiday Inn Express</b>	10:35am	12:05pm	1:35pm	3:20pm	4:35pm	-	-	-
LaQuinta Airport	10:30am	12:00pm	1:30pm	3:15pm	4:30pm	-	-	-
<b>Marriott Airport</b>	10:50am	12:20pm	1:50pm	3:35pm	5:00pm	-	-	-
<b>Radisson Airport</b>	10:55am	12:25pm	1:55pm	3:40pm	4:55pm	-	-	-
Ramada Inn	11:03am	12:33pm	2:03pm	3:48pm	5:03pm	-	-	-
Red Lion Airport	10:42am	12:12pm	1:42pm	3:27pm	4:42pm	-	-	-
Red Roof	11:03am	12:33pm	2:03pm	3:48pm	5:03pm	-	-	-
Sleep Inn	10:30am	12:00pm	1:30pm	3:15pm	4:30pm	-	-	-
Super 8 Airport	10:37am	12:07pm	1:37pm	3:22pm	4:37pm	-	-	-
Sutton Suites	11:03am	12:33pm	2:03pm	3:48pm	5:03pm	-	-	-
Travelodge South	10:30am	12:00pm	1:30pm	3:15pm	4:30pm	-	-	-
Wyndam	10:42am	12:12pm	1:42pm	3:27pm	4:42pm	-	-	-
South Center Mall drop from hotels	11:15am	12:45pm	2:15pm	4:00pm	5:15pm	-	-	-
Museum of Flight drop from hotels	11:30am	-	2:30pm	-	5:30pm	-	-	-
South Center Mall departure to hotels	11:15am	12:45pm	2:15pm	4:00pm	5:15pm	6:30pm	7:30pm	8:15pm
Museum of Flight departure to hotels	11:30am	-	2:30pm	-	5:30pm	-	-	-

#### SERVICE PROVIDED SEVEN DAYS A WEEK

Please arrive at the departure point 5 minutes before the scheduled departure, as we cannot return for late arriving guests. The South Center Mall drop off and pick up will be at the North entrance of the mall next to the "AS SEEN ON TV" store. The Museum of Flight drop off and pick up will be at the main entrance.

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

Issued By: \_\_\_\_\_

Effective: \_\_\_\_\_ TC- \_\_\_\_\_ LSN \_\_\_\_\_

Order/Other \_\_\_\_\_ BY: \_\_\_\_\_

## TIME SCHEDULE

### TUKWILA HOTELS SERVICE 5/1 THROUGH 10/15 DEPARTURES RESERVATION REQUIRED - CALL 206-241-5800

Best Western Southcenter	11:05am	12:35pm	2:05pm	3:50pm	5:05pm	-	-	-
Comfort Suites	11:05am	12:35pm	2:05pm	3:50pm	5:05pm	-	-	-
Courtyard Marriott Sea-Tac	11:05am	12:35pm	2:05pm	3:50pm	5:05pm	-	-	-
Courtyard Marriott South Center	11:07am	12:37pm	2:07pm	3:52pm	5:07pm	-	-	-
Double Tree Suites	11:10am	12:40pm	2:10pm	3:55pm	5:10pm	-	-	-
Embassy Suites	11:05am	12:35pm	2:05pm	3:50pm	5:05pm	-	-	-
Hampton Inn	11:05am	12:35pm	2:05pm	3:50pm	5:05pm	-	-	-
Homestead Village	11:05am	12:35pm	2:05pm	3:50pm	5:05pm	-	-	-
Residence Inn	11:05am	12:35pm	2:05pm	3:50pm	5:05pm	-	-	-
Amtrak Station - Tukwila	11:05am	12:35pm	2:05pm	3:50pm	5:05pm	-	-	-
South Center Mall drop from hotels	11:15am	12:45pm	2:15pm	4:00pm	5:15pm	-	-	-
Museum of Flight drop from hotels	11:30am	-	2:30pm	-	5:30pm	-	-	-
South Center Mall departure to hotels	11:15am	12:45pm	2:15pm	4:00pm	5:15pm	6:30pm	7:30pm	8:15pm
Museum of Flight departure to hotels	11:30am	-	2:30pm	-	5:30pm	-	-	-

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

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

Issued By: \_\_\_\_\_

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

TC- \_\_\_\_\_ LSN \_\_\_\_\_

Order/Other \_\_\_\_\_

BY: \_\_\_\_\_