



TG-070410

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

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

PHONE 360-664-1222

FAX 360-586-1181

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

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

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"/> <u>Expedited Temporary Authority</u> (to meet an urgent need for up to thirty days) - Complete entire application and Attachment A (WAC 480-70-136)	<b>\$ 25</b>
<input type="checkbox"/> <u>Temporary Authority</u> (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.)	<b>\$ 25</b>
<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 <input type="checkbox"/> New Certificate <input checked="" type="checkbox"/> Extension of Existing Certificate No. G- <u>260</u>	<b>\$200</b>
<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"/> <u>Reinstatement of Cancelled Certificate</u> (must be filed within 30 days of cancellation) –Include a statement justifying the reinstatement and complete sections 1, 2 and 8	<b>\$200</b>
<input type="checkbox"/> <u>Name Change</u> – does not include changes resulting in change in ownership – Complete section 1 and Attachment C	<b>\$ 35</b>
<input type="checkbox"/> <u>Mortgage of Certificate</u> – Complete section 1 and Attachment D	<b>\$ 35</b>
<u>Lease of Authority</u> – Complete entire application and Attachment B <input type="checkbox"/> All of Certificate <input type="checkbox"/> Portion of Certificate No. G - _____	<b>\$200</b>

### 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 Street 2405 N. University Rd.		Mailing address (if different from Business Address) Street
City Spokane Valley		City
State/Zip Washington 99206		State/Zip

### FOR OFFICIAL USE ONLY

Date Filed: <u>2-27-07</u>	Staff Assigned:	Motcar:	Permit Issued G-
Tariff:	Insurance:	Contract:	DOL/SOS:
Application: GA-	RMS Docket #: TG-	Related App ID:	Map:
Text approved for docket	Reception #: <b>0003563</b>	227-02: <u>200,00</u>	032-05:

**SECTION 2 – BUSINESS INFORMATION**

**Type of business structure:**

Individual  Partnership  Corporation  Other(LP, LLP, LLC) LLC UBI No. 602373036

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

<u>Name</u>	<u>Title</u>	<u>Stock Distribution or Percentage of Shares</u>
Marc B. and Heather D. Torre	General Manager/Shareholder	70%
Michael L. and Sara E. Torre	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

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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 additional areas of Spokane County. 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-260

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, Torre Refuse and Recycling, LLC operates under authority of Certificate No. G-260. It is affiliated with Sunshine Disposal, holder of Certificates No. G-199 and Ada-Lin Waste Systems, holder of G-104. The applicant and its affiliates currently provide solid waste collection services in Adams, Lincoln, Stevens, Whitman and Spokane Counties. The applicant therefore has immediate access to equipment, financial resources, personnel, customer services, and operations infrastructure to provide collection services to customers in the new territory in Spokane County.

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
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**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
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**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
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**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: General Manager
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**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: General Manager
---------------------	---------------------------

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

Name: Marc B. Torre	Position: General Manager
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**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: General Manager
---------------------	---------------------------

**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 hours
Will an attorney be representing you? If yes, complete the following:	
Attorney's name: Dwayne Cople	Attorney's phone number: (206) 628-6780
Attorney's address: Williams Kastner, & Gibbs 601 Union Street, Suite 4100	Fax Number: (206) 628-6611 E-mail: <u>dcopple@wkg.com</u>
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
Credit Card Information:
Expiration Date: _____ Amount: _____

**SECTION 8 - DECLARATION OF APPLICANT:**

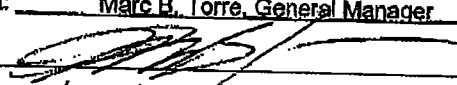
I understand that filing this application does not in itself constitute authority to operate as a solid waste collection company.

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, General Manager

Signature of Applicant: 

Date, County, State: 2/21/2007 Spokane, Washington

●  
SUMMIT LAW GROUP®  
*a professional limited liability company*

POLLY L. MCNEILL  
DID: (206) 676-7040  
E-MAIL: [pollym@summitlaw.com](mailto:pollym@summitlaw.com)

RECEIVED  
RECORDS MANAGEMENT  
07 FEB 26 AM 9:12

STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

February 23, 2007

*Via Federal Express*

Carole J. Washburn  
Secretary  
Washington Utilities and Transportation Commission  
1300 South Evergreen Park Drive, SW  
Olympia, WA 98504

***Re: Transfer Application from Waste Management of Washington, Inc.  
to Torre Refuse and Recycling, LLC***

Dear Secretary Washburn:

On behalf of Waste Management of Washington, Inc., as transferor, and Torre Refuse and Recycling, LLC, as transferee, 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 to certificate No. G-260, including pertinent attachments and the requisite application fee of \$200.

With this letter are the original Joint Application for Permanent Authority to Transfer with Exhibits (consisting of Torre Refuse 2005 Annual Report, Exhibit List, and a Tariff Adoption Notice) and Attachment B with Exhibits (Waste Management of Washington, Inc. Trade Names and a redacted Bill of Sale). Included also are written descriptions of the territories to be transferred and retained, and maps of the territories to be transferred and retained.

Upon receipt of the enclosed application, attachments and filing fee, we would ask that you stamp as received the enclosed application page copy and return same with the application number assigned to this matter.


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

Carole Washburn  
February 23, 2007  
Page 2

We look forward to working with the Commission staff to answer any questions that may arise and coordinate review of this application, and thank you in advance for your cooperation and attention to this matter.

Sincerely,

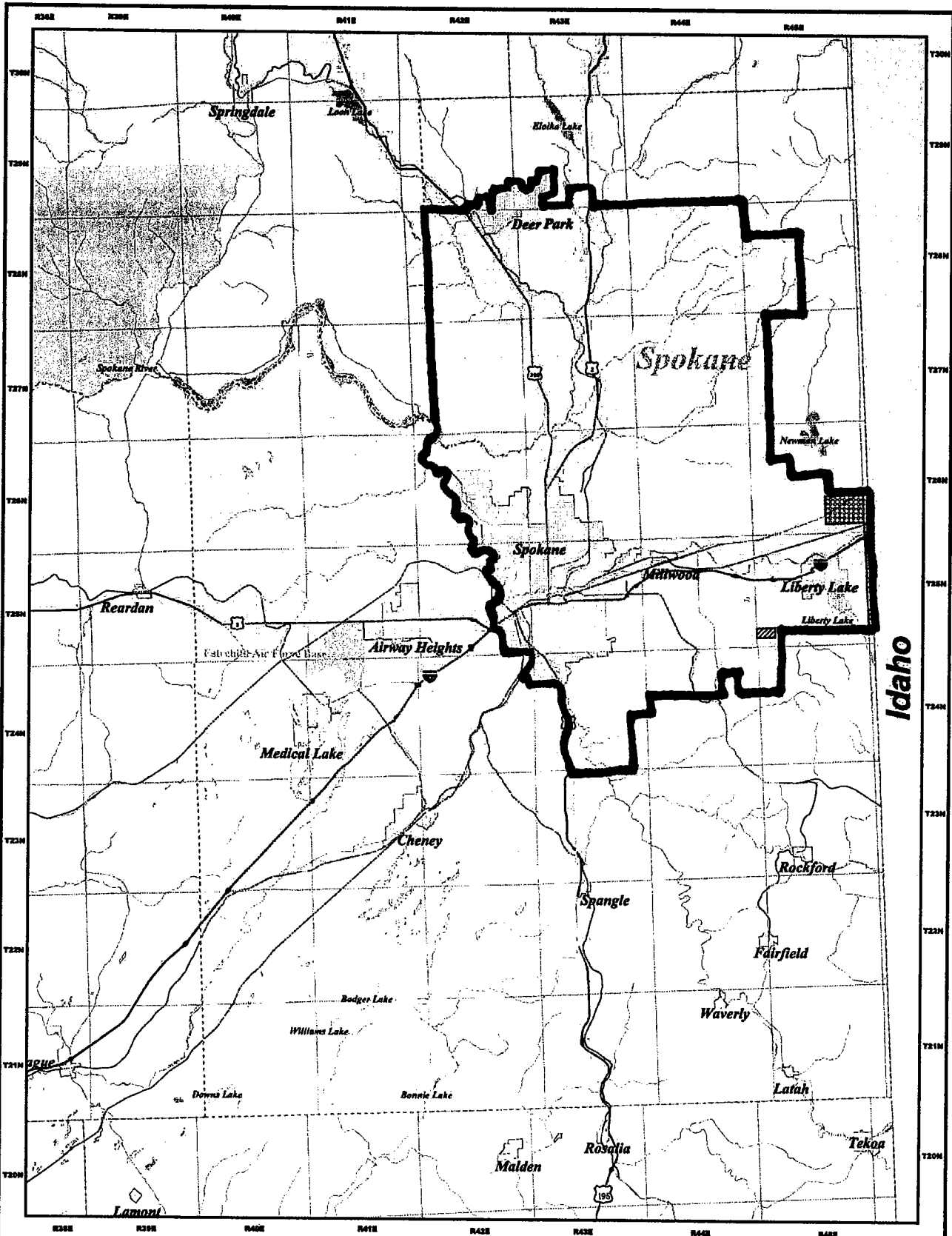
SUMMIT LAW GROUP PLLC

A handwritten signature in black ink, appearing to read "Polly L. McNeill", is written over a faint, dotted-line signature strip.

Polly L. McNeill

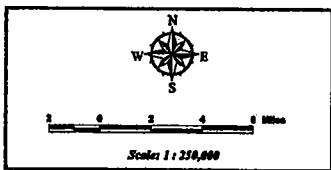
Enclosures

cc: Jamey DeSoer  
Mike Weinstein  
Dwayne Copple  
Marc Torre



Idaho

# Territory Held



Map XIV  
Spokane County

UTILITIES AND TRANSPORTATION COMMISSION  
WASHINGTON STATE SOLID WASTE CERTIFICATE AUTHORITY  
January 2003

Waste Management of WA, Inc.  
Certificate: 0-000237

**Legend**  
Application No. GA-475234    Control No. T081006    Effective: 01-01-2003  
PD410 Solid Waste Collection Service

PD411 Solid Waste Collection Service (including subdivisions of 20 sq.yrds.+)  
 PD412 Solid Waste Collection Service (including subdivisions of 20 sq.yrds.+)

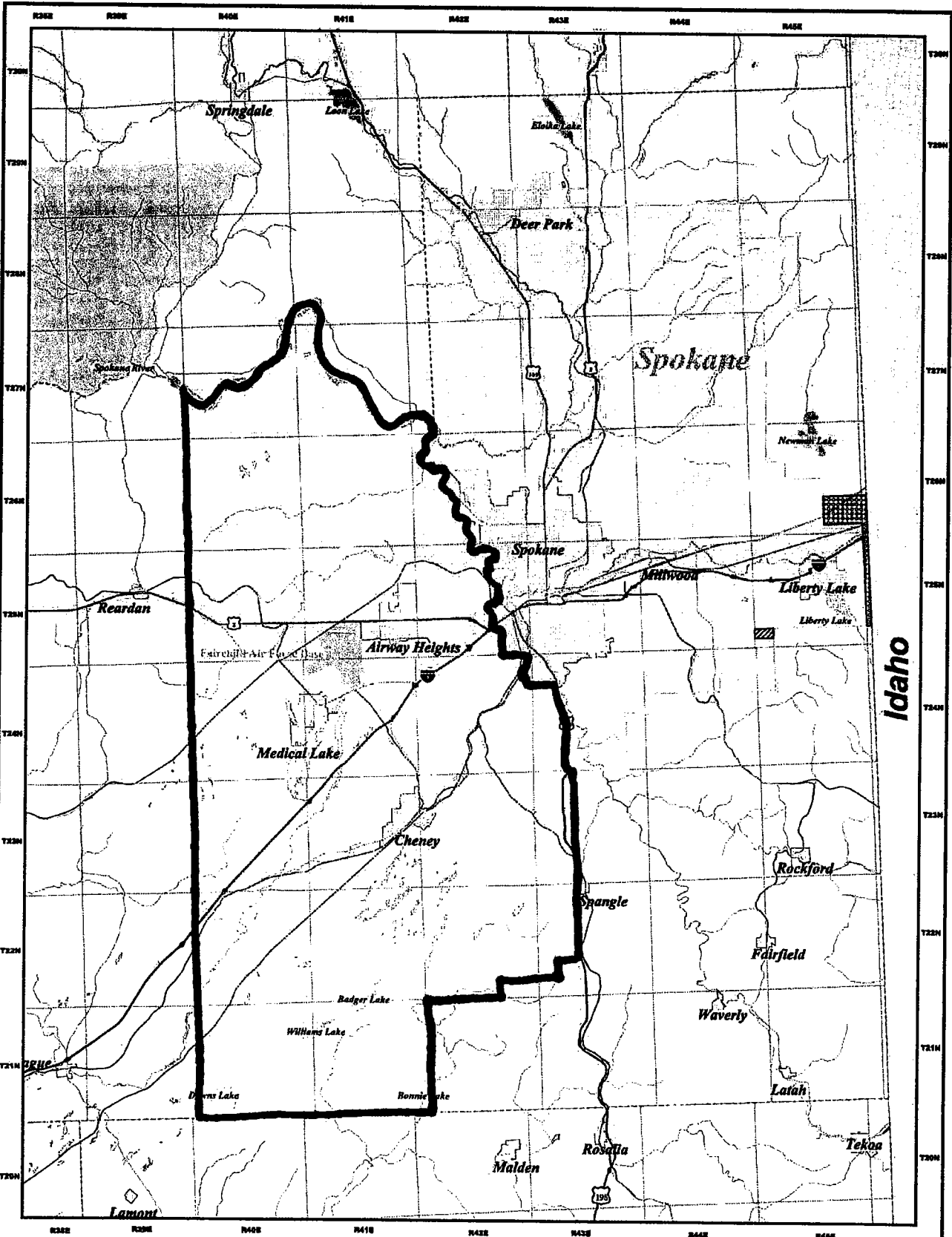
City	Rail Line	Relief Contour
County Line	State Highway	Relief Point
Federal Highway	Territory Line	Military Installation
Local Road	U.S. Highway	State American Lands
	Water (Other, Open)	Water (Canals, Lakes)



## WUTC TERRITORY RETAINED

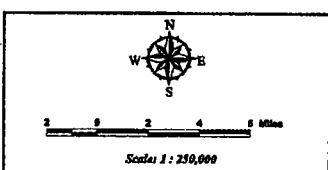
SOLID WASTE COLLECTION SERVICE in that portion of Spokane County described as follows: Beginning at the intersection of the centerline of the Spokane River with the Spokane-Stevens County Line (within Section 32, T27N, R42E); thence north along said county line to the north line of Section 5, T28N, R42E; thence east along the north line of said section extended to the city limits of Deer Park (in Section 34, T29N, R42E); thence northerly and easterly in a clockwise direction along said city limits to its intersection with the south line of Section 32, T29N, R43E; thence east along the extended south line of said Section 32 to the southwest corner of Section 34, T29N, R43E; thence north along the west line of said Section 34 to the northwest corner of said Section 34; thence east along said Section 34 to the northeast corner of said Section 34; thence south along the east line of said Section 34 to the southwest corner of Section 35, T29N, R43E; thence east along the south line of said Section 35 extended to the northeast corner of Section 1, T28N, R44E; thence south along the east line of said section extended to the southeast corner of Section 12, T28N, R44E; thence east along the south line of said section extended to the northeast corner of Section 16, T28N, R45E; thence south along the east line of said section to the southeast corner of Section 33, T28N, R45E; thence west along the south line of said section to the southeast corner of Section 31, T28N, R45E; thence south along the east line of said section to the southeast corner of Section 7, T26N, R45E; thence east along the south line of said section extended to the northeast corner of Section 17, T26N, R45E; thence south along the east line of said section to the southeast corner of said section; thence east along the south line of said section extended to the northeast corner of Section 22, T26N, R45E; thence south along the east line of said section to the northwest corner of the southwest quarter of Section 35, T26N, R45E; thence east along the north line of said quarter section to the northeast corner of the southeast quarter of Section 36, T26N, R45E; thence south along the east line of said quarter section extended to the southeast corner of Section 25, T25N, R45E; thence west along the south line of said section extended to the northeast corner of Section 36, T25N, R44E; thence south along the east line of said section to the northwest corner of the southwest quarter of Section 31, T25N, R45E; thence east along the north line of said quarter section extended to the northeast corner of the southeast quarter of Section 31, T25N, R45E; thence south along the east line of said quarter section extended to the southeast corner of Section 7, T24N, R45E; thence west along the south line of said section extended to the southeast corner of Section 11, T24N, R44E; thence north along the east line of said section to the northeast corner of said section; thence west along the north line of said section to the northwest corner of said section; thence south along the west line of said section to the southwest corner of said section; thence west along the south line of said section extended (including service on Dishman-Mica Road to its

intersection with Madison Road) to the southwest corner of Section 7, T24N, R44E; thence south on the west line of said section extended to the southeast corner of Section 13, T24N, R43E; thence west along the south line of said section to the southwest corner of said section; thence south along the west line of said section extended to the southeast corner of Section 35, T24N, R43E; thence west on the south line of said section extended to the southwest corner of Section 33, T24N, R43E at its intersection with the centerline of Highway 195; thence northerly along said centerline of Highway 195 to its intersection with the city limits of Spokane (within Section 8, R43E, T24N); thence westerly and northerly in a clockwise direction along said city limits to its intersection with the centerline of the Spokane River (within Section 10, R42E, T25N); thence northwesterly along said centerline to its intersection with the Spokane-Stevens County Line (within Section 32, T27N, R42E), the point of beginning.



Idaho

**Territory Sold**



Map XIV  
Spokane County

**UTILITIES AND TRANSPORTATION COMMISSION**  
 WASHINGTON STATE SOLID WASTE CERTIFICATE AUTHORITY  
 January 2003  
 Waste Management of WA, Inc.  
 Certificate: G-000237

**Legend**  
 Application No. GA-070234 Certificate No. T0001908 Effective: 01-01-2008  
 PD418 Solid Waste Collection Service

	PD418 Solid Waste Collection Service (Excluding curbside of 20 curbside 24)
	PD412 Solid Waste Collection Service (Excluding curbside of 24 curbside 24)
	City
	County Line
	Interstate Highway
	Local Road
	Rail Line
	State Highway
	Turnpike Line
	U.S. Highway
	Water (River, Creek)
	Railroad Right-of-Way
	National Forest
	National Park
	Military Installation
	Public-Armed Land
	Water (Ocean, Lake)

## WUTC TERRITORY TRANSFERRED

SOLID WASTE COLLECTION SERVICE in that portion of Spokane County described as follows: Beginning at the southwest corner of Section 31, T21N, R40E; thence north along the west line of said section extended (also the Spokane-Lincoln County Line) to its intersection with the centerline of the Spokane River; thence easterly along said centerline (also the Spokane-Stevens County Line) to its intersection with the Spokane-Stevens County Line (within Section 32, T27N, R42E); thence southeasterly along said centerline to the intersection with the city limits of Spokane (within Section 10, T25N, R42E); thence westerly, southerly and easterly in a counterclockwise direction along said city limits to the intersection with Highway 195 (within Section 8, T24N, R43E); thence southerly along Highway 195 to the southwest corner of Section 33, T24N, R43E; thence south along the west line of said section extended to the southeast corner of Section 20, T22N, R43E; thence west along the south line of said section to the northeast corner of Section 30, T22N, R43E; thence south along the east line of said section to the southeast corner of said section; thence west along the south line of said section to the northeast corner of Section 34, T22N, R42E; thence south along the east line of said section to the southeast corner of said section; thence west along the south line of said section extended to the northeast corner of Section 1, T21N, R41E; thence south on the east line of said section extended to the southeast corner of Section 36, T21N, R42E; thence west along the south line of said section (also the Spokane-Whitman County Line) to the southwest corner of Section 31, T21N, R40E, the point of beginning.

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# CLASS A & B SOLID WASTE COLLECTION COMPANIES ANNUAL REPORT

0000260 B  
TORRE REFUSE AND RECYCLING, LLC  
SUNSHINE DISPOSAL & RECYCLING  
2405 N. UNIVERSITY RD  
SPOKANE VALLEY, WA 99206

Full name and address of Company

Correct name and address, if different than shown

## WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION for the YEAR ENDED DECEMBER 31, 2005

<b>TYPE OF PAYMENT</b> (DO NOT SEND CASH IN THE MAIL)		<b>For Commission Use Only</b>	
<input type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> AMEX <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard		Payment ID #: _____	
Credit Card Number: _____		Expiration Date Month/Year	
<b>CERTIFICATION:</b> I, the undersigned, under penalty for false statement, certify that the information is true, valid and correct, that I am authorized to execute on behalf of the company, and that I agree to pay the above total amount according to the card issue agreement.			
Name (Printed): <u>Marc B Torre</u>		Title: <u>General Manager</u> <u>Managing Partner</u>	
Signature: <u>(signature on file with original)</u>		Date: _____	

<b>For Commission Use Only</b>			
Reception Number: _____	001-111-02-68-227-11: _____	Ref. No. _____	
001-111-02-68-227-01: _____	001-111-02-68-092-05: _____		

Original form to be mailed to the Washington Utilities and Transportation Commission, PO Box 47250, Olympia, WA 98504-7250  
Web Site: www.wufc.wa.gov

## CERTIFICATION

I certify that I, Marc B Torre the responsible official for Torre Refuse and Recycling, LLC (company) have examined the attached report; that to the best of my knowledge, information, and belief all statements of fact contained in said report are true, and said report is a correct statement of the business and affairs of the above-named respondent (company) in respect to each and every matter set forth therein during the period from January 1, 2005 to December 31, 2005, inclusive.

Name (Printed): Marc B. Torre Title: Managing Partner  
Signature: (signature on file with original) Date: \_\_\_\_\_

**SOLID WASTE ANNUAL REPORT**  
**Schedule 1 - Identification, Organization, and Control**

1. Company Identification:

Full and Exact Name: Torre Refuse and Recycling, LLC Solid Waste Certificate No. G-000260  
 Doing Business As: Sunshine Disposal and Recycling

2. Annual Report/ Accounting Contact Person:

Name:	<u>Marc B. Torre</u>	Title:	<u>General Manager</u> <del>Managing Partner</del>
Mailing Address:	<u>2405 N. University Road</u>	City/State/Zip:	<u>Spokane, WA 99206</u>
Physical Address:	<u>2405 N. University Road</u>	City/State/Zip:	<u>Spokane, WA 99206</u>
Telephone Number:	<u>(509) 924-5678</u>	FAX Number:	<u>(425) 924-7448</u>
E-mail Address:	<u>mtorre@sunshinedisposal.com</u>	Web Site Address:	

3. Identifying Numbers:

(a) Washington Unified Business Identifier (UBI) No.: 602-373-036  
 (Contact Washington Department of Licensing at (360) 664-1400 for information.)  
 (b) United States Department of Transportation (USDOT) No.: N/A

4. Type of Business Structure:

LLC  
 (Proprietorship, Partnership, S-Corp., C-Corp., LLC, LLP, etc.)

5a. List the name, title, and percentage of partner's share or stock distribution of 5 major stockholders:

Name	Title	Percent Shares/Stock/Ownership
<u>Marc B. Torre</u>	<u>General Manager</u> <del>Managing Partner</del>	<u>70%</u>
<u>Michael L. Torre</u>	<u>Member</u>	<u>20%</u>
<u>Adrienne Choate</u>	<u>Secretary</u>	<u>10%</u>

5b. Total Stockholders at year's end: 3

6. Names, titles, and addresses of officers:

Name	Title	Address
<u>Marc Torre</u>	<u>General Manager</u> <del>Managing Partner</del>	<u>2405 N. University Road, Spokane, WA</u>
<u>Michael Torre</u>	<u>Member</u>	<u>2405 N. University Road, Spokane, WA</u>
<u>Adrienne Choate</u>	<u>Secretary</u>	<u>2405 N. University Road, Spokane, WA</u>

**SOLID WASTE ANNUAL REPORT**  
**Schedule 2 - Insurance, Safety, and Accident Information**

Name of Current Insurance Company: General Fire & Casualty

Insurance Policy Number: RM00864-01

Name of Company Operations Officer: Marc B. Torre

Telephone Number: (509) 924-5678

Safety of Company Safety Officer: Marc B. Torre

Telephone Number: (509) 924-5678

Name of Customer Service Officer: Marc B. Torre

Telephone Number: (509) 924-5678

Number of commercial motor vehicles operated during the year:	<u>16</u>
Number of commercial vehicle drivers employed during the year:	<u>9</u>
Number of recordable ( <i>see note below</i> ) accidents during the year:	<u>0</u>
Total cost of recordable accidents during the year (net of insurance):	<u>N/A</u>
 Total number of miles operated during the year:	 <u>234,230</u>

**Note:** A recordable accident is defined as an occurrence involving a commercial motor vehicle on a public road in intrastate or interstate commerce which results in one or more of the following:

1. A fatality
2. Injury to a person requiring treatment away from the scene of the accident, or
3. Disabling damage to a vehicle requiring it to be towed from the accident scene.



**SOLID WASTE ANNUAL REPORT**  
**Schedule 3A - Comparative Balance Sheet - Total Company**

Instructions: Complete this Balance Sheet in accordance with the beginning and end-of-year ledger figures as reflected in your books of account.

Line No.	Account Name (a)	Balance at Beginning of Year (b)	Balance at End of Year (c)
<b>Current Assets:</b>			
1	Cash & Working Funds	162,526	142,571
2	Special Deposits		
3	Temporary Cash Investments		
4	Notes Receivable		
5	Receivables from Affiliated Companies		
6	Accounts Receivable	228,747	227,885
7	less: Allowance for Uncollectables		
8	Net Accounts Receivable	228,747	227,885
9	Prepayments	24,322	43,843
10	Material & Supplies		
11	Other Current Assets		
12	<b>Total Current Assets:</b>	<b>415,595</b>	<b>414,299</b>
<b>Tangible Property:</b>			
13	Solid Waste Operating Property (Sched. 3C, Line 13)	1,334,409	1,531,256
14	less: Accumulated Depreciation (Sched. 3C, Line 25)	(199,220)	(477,262)
15	Net Solid Waste Operating Property	1,135,189	1,053,994
16	Non-Operating Property		
17	less: Accumulated Depreciation		
18	Net Non-Operating Property		
19	<b>Total Net Tangible Property</b>	<b>1,135,189</b>	<b>1,053,994</b>
<b>Intangible Property:</b>			
20	Organization, Franchises, & Permits	824,890	824,890
21	Accumulated Amortisation - Cr.	(42,879)	(100,081)
22	Other Intangible Property	4,050	4,050
23	Accumulated Amortisation - Cr.	(405)	(310)
24	<b>Total Net Intangible Property</b>	<b>785,656</b>	<b>728,079</b>
<b>Other Assets &amp; Deferred Items:</b>			
25	Investments & Advances		
26	Undistributed Earnings from Subsidiaries		
27	Deferred Debits		
28	Other Assets		
29	<b>Total Other Assets &amp; Deferred Items</b>		
30	<b>Total Assets (Lines 12, 19, 24, &amp; 29)</b>	<b>2,336,440</b>	<b>2,196,372</b>

**SOLID WASTE ANNUAL REPORT**  
**Schedule 3B - Comparative Balance Sheet - Total Company**

Instructions: Complete this Balance Sheet in accordance with the beginning and end-of-year ledger figures as reflected in your books of account.

Line No.	Account Names (a)	Balance at Beginning of Year (b)	Balance at End of Year (c)
<b>Current Liabilities:</b>			
1	Notes Payable		
2	Payables to Affiliated Companies	3,038	3,038
3	Accounts Payable	129,679	133,709
4	Salaries & Wages Payable	20,748	19,367
5	Accrued Taxes		
6	Current Portion of Long Term Debt (Equip. & Other)		
7	Other Current Liabilities	25,994	12,831
8	<b>Total Current Liabilities</b>	<b>179,459</b>	<b>168,945</b>
<b>Long Term Debt Due After 1 Year:</b>			
9	Equipment Obligations		
10	Other Long Term Debt	1,954,709	1,856,845
11	Unamortized Premium/Discount on Debt - (net)		
12	<b>Total Long Term Debt Due After 1 Year</b>	<b>1,954,709</b>	<b>1,856,845</b>
<b>Deferred Credits &amp; Other Items:</b>			
13	Deferred Credits		
14	Other Credits		
15	<b>Total Deferred &amp; Other Credits</b>		
16	<b>Total Liabilities (Lines 8, 12, &amp; 15)</b>	<b>2,134,168</b>	<b>2,025,790</b>
<b>Shareholder's &amp; Proprietor's Equity:</b>			
17	Capital Stock:		
18	Capital Stock		
19	Paid in Capital in Excess of Par		
20	Other Capital		
21	<b>Total Capital Stock</b>		
22	Proprietor's Capital:		
23	Sole Proprietor's Capital		
24	Partnership Capital	202,272	170,582
25	<b>Total Proprietor's Capital</b>	<b>202,272</b>	<b>170,582</b>
26	Retained Earnings		
27	<b>Total Equity (Lines 21 &amp; 26, or 25)</b>	<b>202,272</b>	<b>170,582</b>
28	<b>Total Liabilities &amp; Equity (Lines 16 &amp; 27)</b>	<b>2,336,440</b>	<b>2,196,372</b>

**SOLID WASTE ANNUAL REPORT**  
**Schedule 3C - Total Company Solid Waste Operating Property**

**Instructions:** Classify regulated and non-regulated fixed assets and reserves in your books of account, including those related to disposal and transfer station facilities, into the categories listed below. Non-operating-related items should be excluded from this schedule and instead shown in total in Schedule 3A, Lines 16 - 18.

Line No.	Acct.	Fixed Assets	Balance at Beginning of Year	Balance at at Close of Year
	(a)	(b)	(c)	(d)
1	1211	Land		
2	1212	Structures		
3	1222	Solid Waste Collection Equipment	563,656	644,890
4	1224	Bins, Containers, Toters, Drop Boxes, etc.	650,661	769,909
5	1226	Disposal/ Landfill/ Transfer Station Facilities and Equipment		
6				
7	1230	Service Cars & Equipment		
8	1240	Shop & Garage Equipment	113,287	107,286
9	1250	Office Furniture & Fixtures	6,805	9,171
10	1270	Leasehold Improvements		
11	1280	Other Solid Waste Operating Property		
12		Total	1,334,409	1,531,256

Line No.	Acct.	Accumulated Depreciation	Balance at Beginning of Year	Balance at at Close of Year
	(a)	(b)	(c)	(c)
13	1213	Structures		
14	1223	Solid Waste Collection Equipment	84,749	203,941
15	1225	Bins, Containers, Toters, Drop Boxes, etc.	97,506	234,600
16	1227	Disposal/ Landfill/ Transfer Station Facilities and Equipment		
17				
18	1231	Service Cars & Equipment		
19	1241	Shop & Garage Equipment	16,344	36,902
20	1251	Office Furniture & Fixtures	621	1,819
21	1271	Leasehold Improvements		
22	1281	Other Solid Waste Operating Property		
23		Total	199,220	477,262

**SOLID WASTE ANNUAL REPORT**

*(Mark the schedule below that applies to this report)*

\_\_\_ Schedule 4A - Sole Proprietor's Capital

X Schedule 4B - Partnership Capital

**Instructions:** Non-Incorporated Companies show the requested information concerning the items included in their Proprietor or Partner Equity Accounts during the year.

Line No.	Description (a)	Total (b)
1	Balance at Beginning of Year	202,272
2	Net Income (Loss) from Current Period	(31,690)
3	Additional Investments During Year	
4	Other Credits & Additions (Specify)	
5		
6		
7	Withdrawals & Disbursements	
8	Other Debits & Reductions (Specify)	
9		
10		
11	Balance at Year End	170,582

Schedule 4C - Corporate Retained Earnings

**Instructions:** Corporations show the requested information concerning the items included in their Retained Earnings Account during the year.

Line No.	Description (a)	Total (b)
12	Balance at Beginning of Year	
13	Net Income (Loss) from Current Period	
14	Dividend Appropriations	
15	Other Debits & Reductions (Specify)	
16		
17		
18	Other Credits and Additions (Specify)	
19		
19		
20		
21	Balance at Year End	

**SOLID WASTE ANNUAL REPORT**  
**Schedule 5 - Income Statement**

**Instructions:** Complete this Total Company Income Statement in accordance with the end of year accumulated figures as reflected in company books of account.

Line	Account	Total Company
	(a)	(b)
<b>Revenues:</b>		
1	Solid Waste Operating Revenues (Line 12d, Schedule 6A)	2,136,517
2	Other	611,047
3	<b>Total Revenue</b>	<b>2,747,564</b>
<b>Expenses:</b>		
4	Driver Wages & Benefits	370,991
5	Truck Operating Costs	394,526
6	Repair & Maintenance	170,382
7	Insurance & Safety	25,923
8	Disposal & Processing	779,446
9	Depreciation	348,171
10	Selling & Advertising	1,820
11	Office & Administration	408,156
12	Management Fees	-
13	Taxes & Licenses	56,049
14	Rents	54,499
15	Other Expenses	72,368
16	<b>Total Expenses before Other Items</b>	<b>2,682,331</b>
	(add lines 4 thru 15)	
17	<b>Net Income before Other Items</b>	<b>65,233</b>
	(line 3 minus line 16)	
<b>Other Income &amp; Expense</b>		
18	Other Income/ (Loss)	
19	Interest, Dividends, & Other Investment Income/ (Loss)	
20	Distrib./Undistrib. Income/ (Loss) from Subsidiaries	
21	Interest Expense	(74,332)
22	Other Deductions	(22,591)
23	Extraordinary Items (Net)	
24	<b>Total Other Income &amp; Expense</b>	<b>(96,923)</b>
	(add lines 18 thru 23)	
25	<b>Net Income before Federal Income Taxes</b>	<b>(31,690)</b>
	(line 17 & line 24)	
26	Federal Income Taxes	
27	<b>Net Income/ (Loss)</b>	<b>(31,690)</b>
	(line 25 minus line 26)	

**SOLID WASTE ANNUAL REPORT**  
Schedule 6A - Revenues

**Instructions:** Classify revenues reflected in your books of account for the year into the categories listed below.

Line No.	Account	Regulated Revenue	Non-Regulated Revenue	Total Company Solid Waste Revenue
	(a)	(b)	(c)	(d)
<b>Garbage Collection</b>				
1	Residential Collection	820,684	209,452	1,030,106
2	Commercial Collection	559,770	434,498	994,268
3	Drop Box/Compactor Collection	96,597	9,547	106,244
4	Drop Box/Comp. Pass Thru Disposal			
5	Other Garbage Collection	3,090	2,809	5,899
<b>Recycling, Yard Waste, and Medical Waste</b>				
6	Residential Recycling Collection			
7	Multi-Family Recycling Collection			
8	Sale of Recycle Commodities			
9	Yardwaste Collection			
10	Medical Waste Collection			
11	<b>Other Revenue</b>			
12	<b>Total Solid Waste Operating Revenue</b>	<b>1,480,111</b>	<b>656,406</b>	<b>2,136,517</b>

**Schedule 6B - Customers**

**Instructions:** Provide the requested information for each customer classification as of year end.

Line No.	Customer Classification	Number of Regulated Customers	Number of Non-Regulated Customers	Total Solid Waste Customers
	(a)	(b)	(c)	(d)
<b>Garbage Collection</b>				
13	Residential Collection	2,936	1,307	4,243
14	Commercial Collection	562	447	1,009
15	Drop Box & Compactors			
16	Other Garbage Collection			
<b>Recycling, Yard Waste, and Medical Waste</b>				
17	Residential Recycling			
18	Multi-Family Recycling			
19	Yardwaste Collection			
20	Medical Waste Collection			
21	<b>Other Customers</b>			
22	<b>Total Customers</b>	<b>3,498</b>	<b>1,754</b>	<b>5,252</b>

**SOLID WASTE ANNUAL REPORT**  
 Schedule 7 - Regulated Recycle and Yard Waste Programs  
 (Attach additional sheets if necessary)

**7A: Summarize your Regulated RESIDENTIAL Recycle program, separately by commodity.**

	<u>Commodities</u>	<u>Annual Tonnage</u>	<u>Commodity Revenue</u>
	N/A		
<b>Total</b>			

**7B: Summarize your Regulated MULTI-FAMILY Recycle program, separately by commodity.**

	<u>Commodities</u>	<u>Annual Tonnage</u>	<u>Commodity Revenue</u>
	N/A		
<b>Total</b>			

**7C: Summarize your Regulated Residential YARD WASTE program:**

Yardwaste Annual Tonnage: \_\_\_\_\_

**Schedule 8 - City Contracts**

**Instructions:** List each city the company has had a contract with any time during the reporting year. Place an "X" in each customer classification to which the contract applies. Attach additional sheets if necessary.

Line No.	City (a)	Residential Garbage (b)	Residential Recycling (c)	Residential Multi-Family Recycling (d)	Residential Yardwaste (e)	Commercial Garbage (f)	Dropbox & Curbside Garbage (g)	Total Contract Revenue (h)
1	Colville	X				X	X	Total Contract Revenue Column - Total of Column (h): 656
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
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21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36	Total City Contract Revenue Column - Total of Column (h):							\$ 656



**SOLID WASTE ANNUAL REPORT**  
**Schedule 9A - Garbage Disposal Fees**

**Instructions:** If the company does not have the exact number of tons/yds. by category, make a reasonable estimate.  
 Attach additional sheets as necessary. Total Pass Through Expense here should equal Total Pass Through Revenue in Schedule 6A.

Line No.	Residential & Commercial			Pass Through			Total Disposal Fees
	Unit Type	No. of Units	\$ Expense	Unit Type	No. of Units	\$ Expense	\$
	(a)	(b)	(c)	(d)	(e)	(f)	(g) = (c) + (f)
<b>Site A (Specify):</b>				<b>Stevens County Landfill</b>			
				Basic MSW Disp. Fee \$45.00 per (unit)			(Unit)
1	Tons	17,321.03	779,446	Tons			779,446
2	Loose Yds.			Loose Yds.			
3	Compact Yds.			Compact Yds.			
4	Other			Other			
<b>Site B (Specify):</b>				Basic MSW Disp. Fee \$ _____ per (unit)			(Unit)
5	Tons			Tons			
6	Loose Yds.			Loose Yds.			
7	Compact Yds.			Compact Yds.			
8	Other			Other			
<b>Site C (Specify):</b>				Basic MSW Disp. Fee \$ _____ per _____			(Unit)
9	Tons			Tons			
10	Loose Yds.			Loose Yds.			
11	Compact Yds.			Compact Yds.			
12	Other			Other			
<b>Site D (Specify):</b>				Basic MSW Disp. Fee \$ _____ per _____			(Unit)
13	Tons			Tons			
14	Loose Yds.			Loose Yds.			
15	Compact Yds.			Compact Yds.			
16	Other			Other			
<b>Site E (Specify):</b>				Basic MSW Disp. Fee \$ _____ per _____			(Unit)
17	Tons			Tons			
18	Loose Yds.			Loose Yds.			
19	Compact Yds.			Compact Yds.			
20	Other			Other			
21	<b>Sub Total This Page</b>		779,446				779,446

**SOLID WASTE ANNUAL REPORT**  
**Schedule 9B - Other Disposal and Processing**

Instructions: If the respondent does not have the exact number of tons/yards, by category, make a reasonable estimate.  
 Attach additional sheets as necessary.

Line No.	Category	Processing / Disposal Site	No. of Units		Disposal/ Processing \$ Expense
			Tons	Yds.	
			(c)	(d)	
22	Residential Recycling				
23					
24					
25					
26					
27	Multi-Family Recycling				
28					
29					
30					
31					
32	Other Recycling				
33					
34					
35					
36					
37	Yard Waste				
38					
39					
40					
41					
42	Medical Waste				
43					
44					
45					
46					
47	Other Disposal/Processing				
48					
49					
50					
51					

52 Total All Disposal and Processing - Sched. 9B, Lines 22 (e) through Line 51 (e)

779,446

+ Sched. 9A, Line 21 (g)

# SOLID WASTE ANNUAL REPORT

## Schedule 10 - Total Company Employee Classification and Compensation

<u>Line No.</u>	<u>Employee Classification</u>	<u>Number of Employees</u>	<u>Salary/Wages</u>
1.	Drivers and Helpers	9	\$ 267,735
2.	Mechanics and Service	2	\$ 73,457
3.	Disposal and Transfer	2	\$ 30,776
4.	Office and Administration	3	\$ 64,700
5.	Officers and Directors	2	\$ 16,802
6.	Other	1	\$ 47,035
6.	Totals	19	\$ 500,505

# REGULATORY FEE CALCULATION SCHEDULE

Company Name: Torra Refuse and Recycling, LLC Annual Report Year 2005

In accordance with RCW 81.77.080 "Regulatory Fees", the Commission requires Solid Waste companies to file reports of gross intrastate operating revenue and pay fees on that revenue. Every company subject to regulation shall file with the Commission a statement under oath showing its gross intrastate operating revenue from operations for the preceding year and pay to the Commission a fee as instructed below.

1	Total Gross Intrastate Operating Revenue **				\$ 1,480,111
2	Less Non Fee-Paying Revenue (from line 15 below)				
3	Balance-Adjusted Gross Intrastate Operating Revenue (subtract line 2 from 1)				\$ 1,480,111
4	Regulatory Fee Calculations:				
4a	If line 3 is <b>UNDER</b> \$2,000, Enter ZERO (Filing ZERO indicates schedule is complete)				\$
4b	If line 3 is <b>BETWEEN</b> \$2,000 and \$5,000-minimum fee due is \$20.00 (Filing <b>BETWEEN</b> \$2,000 and \$5,000 indicates schedule is complete. If filing after May 1st go to Line 6)				\$
4c	If line 3 is <b>OVER</b> \$5,000-enter amount from line 3	4c	\$ 1,480,111	x .19 % (.0019) =	\$ 2,812
5	Total Regulatory Fees owed (add lines 4a, 4b, and 4c)				\$ 2,812
<b>Complete Lines 6 through 9 if filing after May 1st</b>					
6	Penalties on Regulatory Fees filed after May 1st				
6a	Total Penalties on Regulatory Fees owed - enter amount from line 5	6a	\$	x 2 % (.02) =	\$
7	Interest on Regulatory Fees filed after May 1st				
7a	Amount from line 5 _____ x Number of months past May _____ x 1% (.01) =	7a	\$		
8	Total Penalties and Interest owed (add lines 6a and 7a)				\$
9	Total Regulatory, Penalty and Interest Fees Due (add lines 5 and 8)-see below ***				\$ 2,812

\*\*\*Regulatory fee paid with extension request on May 1, 2006

\*\* Note: Gross Washington intrastate operating revenue is defined as all revenue collected for the year from rates under tariffs on file at the Washington Utilities and Transportation Commission. The revenues subject to the Commission's regulatory fees are gross Washington intrastate operating revenues before deductions for uncollectibles, unbillables, subscriber/aggregator commissions or the payment of site charges and state and federal taxes, i.e. "Gross Revenues" means before any deductions from Revenue Receipts.

## NON FEE-PAYING REVENUE

	Description	Amount
10		\$
11		
12		
13		
14		
15	<b>Total Non Fee-Paying Revenue</b>	

## EQUIPMENT LIST

Asset ID				VIN
000000386553	1979 KENWORTH POL SPARE	TRUCK	1	700392K
000000393601	1993 WHITE FL FRONTLINE	TRUCK	1	4V2HCFMDXRN674213
000000393609	1991 STAR TRAILER FRONTLINE	TRUCK	1	1TH3B7MA5L1007476
000000393610	1983 INTL CONT DELRY	TRUCK	1	1HTAA1950DHA18906
000000405453	1993 PETERBILT RO FRNTLN	TRUCK	1	1XPcdr9X5PD324052
000000405465	1993 GMC WHITE RO FRONTLINE	TRUCK	1	4V2JCBLF0PR818581
000000405511	1999 CHVY PU FRNTLN W/SVB	SUPRT	1	1GBJK34J4XF076450
000000405537	1985 STAR TRAILER	TRUCK	1	1S9T23201FS026259
000000411120	2001 VOLVO WXLL64 FRNTLN	TRUCK	1	4V2HC6UE91N306909
000000415933	2001 VOLVO WXLL64 FL WTKE	TRUCK	1	4V2HC6UE91N324004
000000415945	2001 VOLVO WXLL64 FL WTKE	TRUCK	1	4V2HC6UE71N323997
000000415988	1986 KENWORTH RO	TRUCK	1	1XKAD59XXGS330365
000000458261	2002 CHEV SILVERADO 2500HD 4X4	SUPRT	1	1GCHK24U02E154400
000000461215	2000 EAGLE FLATBED TRAILER	SUPRT	1	1E9E18022Y1021778
000000472761	03 FREIGHT/GLENDALE PUMPER	TRUCK	1	1FVHBGA833HL00667
000000487665	1990 PETERBUILT FL W/MAXN	TRUCK	1	1XPZK50X6MD705880
000000504074	03 FREIGHT/WITTKE FL TRUCK	TRUCK	1	1FVMCFCY53RL03194
000000525382	1993 PETERBUILT ROLLOFF	TRUCK	1	1XPcdr9X5PD324052
000000528398	03 FREIGHTLINER/WITTKE TRUCK	TRUCK	1	1FVMCFCY13RL88566
000000533017	03 FREIGHT/WITTKE FL TRUCK	TRUCK	1	1FVMCFCY53RL88568
000000535104	2001 VOLVO	TRUCK	1	4V2HC6UE11N323994
000000539089	1995 DODGE RAM	SUPRT	1	1B7KF26W4SS298199
	1995 WHGM	TRUCK	1	4V2HCFBE7SR717612
	1993 WHGM	TRUCK	1	4V2DCFMD1PN666562
	1994 WHITE	TRUCK	1	4V2HCFME3RN686454
	1996 VOLVO	TRUCK	1	4V5HCFBE4TR717622

# 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 Spokane

(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: \_\_\_\_\_

**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: polym@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.

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

2/22/07 King, Washington  
Date, County, State

Marc B. Torre  
Buyer's/Lessee's Signature  
By: Marc B. Torre

2/21/2007 Spokane, 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.

**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



**LIMITED WARRANTY BILL OF SALE**

MST @  
February 8

This Limited Warranty Bill of Sale (the "Agreement") is entered into as of January 2007, by and between WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (the "Seller") and TORRE REFUSE AND RECYCLING, LLC, a Washington limited liability company (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 a portion of the G-Permit, the Collection Contracts (as defined below), and the associated operating assets of the Seller used in its solid waste collection operation in Eastern 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) That portion of the G-Permit as more fully described in Exhibit B attached hereto;
  - (c) Other licenses and permits applicable to the Business, to the extent transferable;
  - (d) -----
  - (e) Trucks, vehicles and other rolling stock as set forth on Exhibit C hereto ("Vehicles");
  - (f) To the extent transferable, Seller's rights as lessee in that certain lease for the premises located at 11320 W. McFarlane Road, Airway Heights, Washington;
  - (g) Customer lists for the Business to be provided in electronic format;
  - (h) Customer billing and account records and information for the Business;

- (i) Phone number of septic pumping operations;
- (j)
- (k)

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 D for which Seller maintains a national contract which are currently provided in the service area (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 on the terms and conditions of the National Account Subcontract as long as provided by applicable law.

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. The aggregate purchase consideration for the Assets shall be (the "Purchase Price") payable in immediately available funds at the Closing;

2.5 [Reserved].

2.6 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on or before April 16, 2007, or at such other time as the parties may agree in writing (the "Closing Date").

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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.

(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 Buyer's Conditions to Closing. The obligations of Buyer to consummate the transactions to be performed by the parties in connection with the Closing are subject to the satisfaction (or waiver) of the following conditions:

(a)

(b) Approval of the transfer of the applicable portion of the G-Permit by the WUTC.

2.9 Seller's Conditions to Closing. The obligations of the Seller to consummate the transaction to be performed by the parties in connection with the Closing are subject to the satisfaction (or waiver) of the following conditions:

(a)

(b) Approval of the transfer of the applicable portion of the G-Permit by WUTC; and

(c)

The Buyer and Seller agree to use their reasonable good faith efforts to cause the conditions set forth in these Section 2.8 and 2.9 to be fulfilled.

2.10 Prorations. To the extent that the Closing Date occurs in the middle of Seller's billing cycle, Buyer and Seller shall make every commercially reasonable effort to prorate any amount associated with such billing cycle as of the Closing Date (hereafter, the "Prorations"). On or before the date that is sixty (60) days after the Closing Date, Buyer's accountants shall compute the amount of the Prorations which need to be made pursuant to this Section 2.10, and shall provide Seller a summary reflecting how such computations were made. Seller and its accountants shall have the opportunity to review and approve such computations. If the net effect of the Prorations is that the Prorations owed by Buyer to the Seller exceed the Prorations owed by the Seller to Buyer, then Buyer shall, within ten (10) business days of such agreed upon computation, pay to the Seller an amount equal to such excess. If the net effect of the Prorations is that the Prorations owed by the Seller to Buyer exceed the Prorations owed by Buyer to the Seller, then the Seller shall, within ten (10) business days of such agreed upon computation, pay to Buyer an amount equal to such excess.

### 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 for a period of one (1) year following the Closing Date; provided, however, that the representations, warranties, covenants and contractual indemnities set forth in Sections 2.2 (a) and (b) shall survive for a period of two (2) years following the Closing Date.

3.4 Limitations on Liabilities. The indemnification obligations set forth in this Article III shall apply only if a Closing occurs, and then only after the aggregate amount of indemnification obligations of the Indemnifying Party and its affiliates under this Agreement exceed (the "Deductible") at which time the indemnification obligations shall be effective as to all amounts in excess of the Deductible. Further, the indemnification obligations set forth in Section 3.1 shall be limited to an aggregate amount not to exceed 50% of the Purchase Price actually paid by Buyer.

ARTICLE IV  
MISCELLANEOUS

4.3 Removal of Identification/Permits. Within one hundred and eighty (180) days after the Closing, Buyer shall (a) remove from the Vehicles or otherwise conceal the name "Waste Management" and the names of any of Seller's affiliates, and (b) remove from the containers included in the Assets or otherwise conceal the name "Waste Management" and the names of any of Seller's affiliates; provided, however, that Buyer shall have no obligation to remove or conceal any names which are branded or imprinted on any containers, and Buyer shall have no obligation to change any color scheme of the containers.

4.4 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.

4.5 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).

4.6 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. Exhibits attached hereto or referred to herein are made parts hereof for all purposes.

4.7 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 provisions thereof.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

4.13 Access. Between the date hereof and Closing (and subject to any restrictions and covenants in the lease of the Business premises (the "Leased Land"), the Seller will permit the Buyer (including any of the Buyer's agents, representatives, contractors, or employees), during normal business hours and in a manner so as not to interfere with the operation of the Business, to enter upon the Leased Land and make, at the Buyer's sole cost, risk, and expense, any non-invasive inspections, tests, surveys, and studies of the Leased Land which the Buyer may desire. The Buyer shall not cause or permit damage to the Leased Land or the other assets of Seller. Upon termination of this Agreement, for any reason whatsoever, the Buyer shall cause the Leased Land and the other assets of Seller to be restored to their condition existing prior to any of the Buyer's (including the Buyer's agents', contractors', representatives' and employees') activities; provided, however, that such obligation shall only apply to the extent that such restoration is necessary because of the Buyer's (or its agents', contractors', representatives' or



employees') activities. This obligation shall survive the termination of this Agreement notwithstanding anything to the contrary herein. THE BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SELLER AND ITS AFFILIATES (COLLECTIVELY, THE "SELLER INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL DAMAGES ASSERTED AGAINST ANY SELLER INDEMNIFIED PARTY FOR PERSONAL INJURY, DEATH, OR LOSS OF OR DAMAGE TO PROPERTY AND TO PAY ALL COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES WHICH ANY SELLER INDEMNIFIED PARTY MAY SUSTAIN (UNLESS DUE TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE SELLER) ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE BUYER OR ANY OF THE BUYER'S AGENTS, CONTRACTORS, REPRESENTATIVES OR EMPLOYEES IN CONNECTION WITH ANY SUCH INSPECTIONS, TESTS, SURVEYS, AND STUDIES PRIOR TO THE CLOSING.

4.14 Nonsolicitation of Employees. For a period of one (1) year after the Closing Date, Seller agrees not to solicit for employment the employees of Seller who are transferred to Buyer.

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

BUYER:

TORRE REFUSE AND RECYCLING, LLC

a Washington corporation

By: 

Name: Marc B Torre

Its: Managing Member

SELLER:

WASTE MANAGEMENT OF WASHINGTON,  
INC.

a Delaware corporation

By: 

Joe Cassin

Vice President of Business Development,  
Western Group

**EXHIBIT B**

**WUTC Territory to be transferred**

**SOLID WASTE COLLECTION SERVICE** in that portion of Spokane County described as follows: Beginning at the southwest corner of Section 31, T21N, R40E; thence north along the west line of said section extended (also the Spokane-Lincoln County Line) to its intersection with the centerline of the Spokane River; thence easterly along said centerline (also the Spokane-Stevens County Line) to its intersection with the Spokane-Stevens County Line (within Section 32, T27N, R42E); thence southeasterly along said centerline to the intersection with the city limits of Spokane (within Section 10, T25N, R42E); thence westerly, southerly and easterly in a counterclockwise direction along said city limits to the intersection with Highway 195 (within Section 8, T24N, R43E); thence southerly along Highway 195 to the southwest corner of Section 33, T24N, R43E; thence south along the west line of said section extended to the southeast corner of Section 20, T22N, R43E; thence west along the south line of said section to the northeast corner of Section 30, T22N, R43E; thence south along the east line of said section to the southeast corner of said section; thence west along the south line of said section to the northeast corner of Section 34, T22N, R42E; thence south along the east line of said section to the southeast corner of said section; thence west along the south line of said section extended the northeast corner of Section 1, T21N, R41E; thence south on the east line of said section extended to the southeast corner of Section 36, T21N, R42E; thence west along the south line of said section (also the Spokane-Whitman County Line) to the southwest corner of Section 31, T21N, R40E, the point of beginning.

EXHIBIT C

VEHICLES

Asset ID				VIN
000000386533	1979 KENWORTH POL SPARE	TRUCK	1	700392K
000000393601	1993 WHITE FL FRONTLINE	TRUCK	1	4V2HCFMDXRN674213
000000393609	1991 STAR TRAILER FRONTLINE	TRUCK	1	1TH3B7MA5L1007476
000000393610	1983 INTL CONT DELRY	TRUCK	1	1HTAA1950DHA18906
000000405453	1993 PETERBILT RO FRNTLN	TRUCK	1	1XPCCR9X5PD324052
000000405465	1993 GMC WHITE RO FRONTLINE	TRUCK	1	4V2JCBLE0PR818581
000000405511	1999 CHVY PU FRNTLN W/SVB	SUPRT	1	1GBJK34J4XF076450
000000405537	1985 STAR TRAILER	TRUCK	1	1S9T23201FS026259
000000411120	2001 VOLVO WXLL64 FRNTLN	TRUCK	1	4V2HC6UB91N306909
000000415933	2001 VOLVO WXLL64 FL WTKE	TRUCK	1	4V2HC6UB91N324004
000000415945	2001 VOLVO WXLL64 FL WTKE	TRUCK	1	4V2HC6UB71N323997
000000415988	1986 KENWORTH RO	TRUCK	1	1XKAD59XKGS330365
000000458261	2002 CHEV SILVERADO 2500HD 4X4	SUPRT	1	1GCHK24U02B154400
000000461215	2000 EAGLE FLATBED TRAILER	SUPRT	1	1B9B18022Y1021778
000000472761	03 FREIGHT/GLENDALE PUMPER	TRUCK	1	1FVHBGA833HL00667
000000487665	1990 PETERBUILT FL W/MAXN	TRUCK	1	1XPZK50X6MD705880
000000504074	03 FREIGHT/WITTKE FL TRUCK	TRUCK	1	1FVMCFCY53RL03194
000000525382	1993 PETERBUILT ROLLOFF	TRUCK	1	1XPCCR9X3PD324052
000000528398	03 FREIGHTLINER/WITTKE TRUCK	TRUCK	1	1FVMCFCY13RL88566
000000533017	03 FREIGHT/WITTKE FL TRUCK	TRUCK	1	1FVMCFCY53RL88568
000000535104	2001 VOLVO	TRUCK	1	4V2HC6UB11N323994
000000539089	1995 DODGE RAM	SUPRT	1	1B7KF26W4SS298199
	1995 WHQM	TRUCK	1	4V2HCFBE7SR717612
	1993 WHQM	TRUCK	1	4V2DCFMDIPN666562
	1994 WHITE	TRUCK	1	4V2HCFME3RN686454
	1996 VOLVO	TRUCK	1	4V5HCFBE4TR717622