

PART - A

TV-070867

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S Evergreen Park Dr SW, PO Box 47250

Olympia, WA 98504-7250

Telephone (360) 664-1222 - Fax (360) 586-1181

Intrastate Common Carrier Operating Authority

APPLICATION FOR PERMIT

(excluding Household Goods and Common Carrier Brokers)

RECEIVED

MAY 03 2007

*Handwritten:* 1/20/07

FOR OFFICIAL USE ONLY

Reception Number: 0004229

Safety:

Carrier ID#:

111 0268 200 02 275.00

Insurance:

Employee:

*Handwritten:* WASH. UTIL. & TRANSPORT. COMM.

TYPE OF APPLICATION (check one)

New Common Carrier Permit Authority, or Transfer of Existing Permit Number

Extension of Common Carrier Permit Authority

\$275 GENERAL COMMODITIES ONLY

\$100 GENERAL COMMODITIES, including ARMORED CAR SERVICE

\$275 GENERAL COMMODITIES, including ARMORED CAR SERVICE

\$100 GENERAL COMMODITIES, including HAZARDOUS MATERIALS

\$275 GENERAL COMMODITIES, including HAZARDOUS MATERIALS

\$100 GENERAL COMMODITIES, including HAZARDOUS MATERIALS and ARMORED CAR SERVICE

\$275 GENERAL COMMODITIES, INCLUDING HAZARDOUS MATERIALS and ARMORED CAR SERVICE

\$100 REINSTATEMENT OF CANCELLED COMMON CARRIER PERMIT (Must be filed within 10 months of cancellation)

For Commission Use Only: Auth #:

TYPE OF PAYMENT

Check  Money Order  Amex  Discover  Mastercard  Visa

Expiration Date

CERTIFICATION: I, the undersigned, under penalty for false statement, certify that the following information is true and correct, that I am authorized to execute and file this document on behalf of the applicant, and that all information on file is current and valid.

Name (printed): John Terpstra

Date: 5/1/07

Signature:

*Handwritten signature of John Terpstra*

Title: Manager

MOTOR CARRIER IDENTIFICATION

CC#: 62797  
MC-600635

US DOT# (if required)  
1627807

WA UNIFIED BUSINESS IDENTIFIER (UBI) #: 602-696-235

APPLICANT NAME:  
John Terpstra

PHONE#:  
(360) 410-1309

d/b/a:  
Terpstra Transport, L.L.C.

FAX #:

BUSINESS (MAILING) ADDRESS:  
(street address, P.O. Box) 817 Birch Bay Lynden Road  
(city, state, zip)  
Lynden, WA 98264

PHYSICAL ADDRESS: (street address, if different)

**TYPE OF BUSINESS STRUCTURE**

(check individual or complete partnership/corporation information)

INDIVIDUAL     PARTNERSHIP     CORPORATION – STATE OF INCORPORATION AK

X L.L.C.

NAME                      TITLE                      STOCK DISTRIBUTION OR PERCENTAGE OF SHARE  
John Terpstra                      Manager                      100%

Complete this section if you are transferring an existing permit to a new owner. List name of current permit holder and permit number to be transferred. The current permit holder must sign below to authorize the transfer of the permit number.

NAME ON PERMIT: \_\_\_\_\_ PERMIT NUMBER: \_\_\_\_\_

Signature of current permit holder

Date

**INSURANCE REQUIREMENTS (must check one)**

(permit will not be issued until acceptable insurance is received)

The applicant WILL NOT HAUL hazardous materials in any quantity and WILL only operate vehicles less than 10,000 pounds gross weight rating--\$300,000 in Public Liability and Property Damage Insurance is required. You do not need to complete the Safety Fitness Survey.

The applicant WILL NOT HAUL hazardous materials in any quantity -- \$750,000 in Public Liability and Property Damage Insurance is required. Complete and submit the Safety Fitness Survey—Section 1.

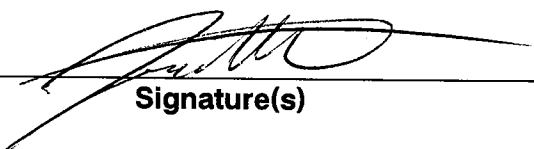
The applicant WILL HAUL hazardous materials requiring \$1 million in Public Liability and Property Damage Insurance and submit the Safety Fitness Survey – Sections 1 and 2.

The applicant WILL HAUL hazardous materials requiring \$5 million in Public Liability and Property Damage Insurance. Complete and submit the Safety Fitness Survey – Sections 1 and 2.

**EQUIPMENT LIST (Attach additional list if necessary)**

UNIT#	LICENSE#	STATE	VIN#
	B70399C	WA	1XKWDB9XX4R055913
	9600-TQ	WA	1TKJ045271M067493
	9054-NU	WA	1TTE48208G1027526

*I, as applicant, understand that the filing of this application does not in itself constitute authority to operate and that no operations may be conducted until a permit is received from the Commission. I hereby declare and affirm that the information contained in this application is true to the best of my knowledge and belief.*

  
Signature(s)

5/1/07  
Date

# PART - B

## SAFETY FITNESS SURVEY - SECTION 1 GENERAL SAFETY

**Instructions:** In each category shown below, list the person and/or position responsible for understanding, maintaining, and complying with current Federal Motor Carrier Safety Regulations (FMCSR).

Copies of the FMCSR's are available from several vendors, these include, but are not limited to:

Washington Trucking Association, 930 S. 336th St., Suite B, Federal Way, WA 98003, (800) 732-9019 or (253) 838-1650  
J. J. Keller & Associates, Inc. 3003 W. Breezewood Lane, Neenah, WI 54966 (877) 564-2333  
Willamette Traffic Bureau, 16303 NE Cameron Blvd, Portland, OR 97230-5030, (503) 236-1183  
US Government Printing Office, 732 N. Capital Street, NW, Washington, DC 20401 (866) 512-1800 or (202) 512-1800

### Controlled Substances and Alcohol Testing (Part 382)

Name: John Terpstra Position: Manager

Any person who drives a commercial motor vehicle 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).

### Commercial Drivers License (CDL) Requirements (Part 383)

Name: John Terpstra Position: Manager

Any driver who operates a vehicle that meets the definition of a commercial motor vehicle **as described below** must have a valid CDL. The definition of a commercial motor vehicle is:

- < has a gross combined weight rating of 26,001 pounds that includes a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- < has a gross vehicle weight rating of 26,001 pounds or more; or
- < is designed to transport 16 or more passengers, including the driver; or
- < is of any size and is used to transport hazardous materials of an amount that requires placarding under HM regulations.

(Definition shown above applies in reference to this section and that of controlled substance testing.) Contact local Department of Licensing office for additional information

### Driver Qualification Requirements (Part 391)

Name: John Terpstra Position: Manager

Each company must maintain a complete Driver Qualification File for each employee (whether permanent, casual, or intermittent) authorized to drive motor vehicle. To determine what information is required, review FMCSR Part 391.51

Owner/operators that work exclusively in intrastate commerce within Washington have limited exemptions that are found in WAC 480-14-370(7). Owners/operators that conduct any interstate operations must maintain a complete file on themselves and any casual or intermittent driver that they may use.

**Drivers Hours of Service (Part 395)**

Name: John Terpstra Position: Manager

Each company must maintain true and accurate hours of service records for each individual that drives a motor vehicle. If company's operations meet all requirements of the "100 air mile radius driver," a record of duty status is acceptable. A driver must complete a driver's daily log book when he/she exceeds the 100 air-mile radius or he/she exceeds 12 hours.

Note: Reference 49 CFR, Part 395.1(e) and WAC 480-14-380

**Vehicle Inspection, Repair, and Maintenance (Part 396)**

Name: John Terpstra Position: Manager

Part 396.11 requires that drivers prepare a written "Driver Vehicle Inspection Report" on each vehicle used each day. Refer to Part 396.11 for a description of the required content of this report.

Each motor carrier must maintain certain required records for each vehicle that includes the following: (see Part 396.3(b)).

- < Identification of the vehicle
- < A means to indicate the nature and due date of various inspection and maintenance operations to be performed.
- < A record of inspections, repairs and maintenance indicating their date and nature.

All companies must comply with Part 396.17 dealing with Periodic inspections. Each motor carrier must inspect, or have inspected, all motor vehicles subject to its control at least once during the preceding 12 months.

***My signature below certifies that I understand my responsibility as a motor carrier and I will comply with all the safety requirements which apply to my operations.***

  
\_\_\_\_\_  
Signature of applicant

5/1/07  
\_\_\_\_\_  
Date

**GENERAL CHANGE ENDORSEMENT**

This endorsement changes policy number **TN516389**  
 Issued to: **TERPSTRA TRANSPORT LLC**

Effective **04/06/2007 (12:01 A.M. Std. Time)**  
 Agent Process Date:  
 (For Installment Bill Only)

For  an additional premium,  a return premium,  no change in premium, the items checked are changed as indicated in (10).

- \_\_\_\_\_ (1) Named "Insured" is changed.
- \_\_\_\_\_ (2) Named "Insured's" address is changed.  garaging address,  mailing address
- \_\_\_\_\_ (3) The indicated symbol(s) is (are)  added,  deleted,  changed for the coverage(s) shown.
- \_\_\_\_\_ (4) Coverage(s)  added,  deleted.
- \_\_\_\_\_ (5) Limit(s) of Coverage changed as indicated for the coverage(s) shown.
- (6) Endorsement(s)  added to,  deleted from the policy. MCS-90, BMC90
- \_\_\_\_\_ (7) Additional Interests  added,  deleted for the indicated unit.
- \_\_\_\_\_ (8) Named lessee(s)  added to,  deleted from ITEM FIVE of the Declarations.
- \_\_\_\_\_ (9) The following "autos" are added\* or deleted as indicated in the table below:
- \_\_\_\_\_ (10) Other Changes.
- \_\_\_\_\_ (11)

**RECEIVED**  
**APR 12 2007**  
**UNITY B'HAM**

AUTO NO.	A = Added D = Deleted	YEAR, MODEL, TRADE NAME, BODY TYPE	I.D. NUMBER	LOSS PAYEE = LP ADDITIONAL INSURED = AI

\*Additional Drivers:  Yes  No. If Yes, show names and birthdates:

AUTO NO.	LIABILITY PREMIUMS							STATED AMOUNT	PHYSICAL DAMAGE PREMIUMS				RENTAL REIMB.		CARGO					
	LIAB	OWN/OP LIAB	PIP	MED*	OWN/OP MED/PIP	UM	OTHER		Comp S.P.	DED.	COLL.	DED.	30	120	Comp S.P.	COLL.	LIMIT	DED	RATE	PREM
New Annual Premium																				
Old Annual Premium																				
Additional or Return Premium																				

\*For Virginia Med. = Medical Expense and Income Loss Benefits.  
 \*For Michigan Med. = Property Protection Insurance

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT NO. <b>001</b>	PRO RATE FACTOR	TOTAL ADDITIONAL/ RETURN PREMIUM	<input type="checkbox"/> Bill in Full <b>NIL</b>
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Insured's Signature (when required) \_\_\_\_\_ Date \_\_\_\_\_  
 By \_\_\_\_\_ Authorized Agent Date **04/11/2007 IG**

**ENDORSEMENTS FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Issued to TERPSTRA TRANSPORT LLC of 817 BIRCH BAY  
LYNDER, WA 98264

Dated at EDMONDS, WASHINGTON this 11 day of APRIL, 20 07

Amending Policy No. TN516389 Effective Date 04/06/2007

Name of Insurance Company NORTHLAND INSURANCE COMPANY

Countersigned by \_\_\_\_\_  
*Authorized Company Representative*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: \_\_\_\_\_

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**Accident** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS - PUBLIC LIABILITY**

Type of Carriage	Commodity Transported	January 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (non-hazardous).	\$ 750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

Named Insured TERPSTRA TRANSPORT LLC

Policy # TN516389

Agent # 372000000

Address 817 Birch Bay

Lynden WA 98264

**BMC 90 - FMCSA MOTOR CARRIER AUTOMOBILE  
BODILY INJURY & PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE**

This is to confirm that a Form BMC 91X has been filed with the Federal Motor Carrier Safety Administration as required under Section 387.303(b)(1) or (b)(2) of Title 49 of the Code of Federal Regulations.

Attached to and forming part of policy number TN516389 issued by NORTHLAND INSURANCE COMPANY

(herein called the Company) of 385 Washington Street, Saint Paul, MN 55102

Dated at Saint Paul, MN 55102 this 6th day of April, 2007

**NORTHLAND MUST RECEIVE YOUR CANCELLATION  
REQUEST 35 DAYS PRIOR TO THE CANCELLATION  
EFFECTIVE DATE.**

Countersigned by

  
Authorized Company Representative



**STARKENBURG - KROONTJE**  
**Attorney at Law, P.S.**  
P.O. Box 231  
313 4<sup>th</sup> Street  
Lynden, WA 98264  
(360) 354-7822  
Fax: (360) 354-6929  
email - starkenburgkroontje@msn.com

RECEIVED  
MAY 03 2007  
WASH. UT. & TP. COMM

## MEMO

**TO:** Washington Utilities and Transportation Commission

**FROM:** Lesa Starkenburg-Kroontje

**DATE:** 05/02/07

**RE:** Terpstra Transport, LLC  
US DOT # 1627807

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Please find attached for processing an Application for Permit submitted on behalf of John Terpstra dba Terpstra Transport, L.L.C. Also enclosed is a check in the amount of \$275.00 for your fees.

A copy of Mr. Terpstra's insurance binder is attached. The original binder was sent directly to you by the insurance company.

Please process this application and contact our office with any questions you may have.

7/11 called Lesa talked w/ sec - she refused endorsement - called her back need binder or E -



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

TERPSTRA TRANSPORT, LLC  
817 BIRCH BAY LYNDEN ROAD  
LYNDEN, WA 98264

June 11, 2007

**Notice of Deficient Application**

Return this document with the completed/corrected items listed below for prompt processing of your application for operating authority.

- X FINAL NOTICE! Your application will be dismissed if the items requested in this letter are not satisfied within 30 days.
  
- X Obtain a Uniform Motor Carrier Certificate of Insurance (Form E) from your insurance company. The insurance must show your name EXACTLY as it is shown above.

**Who do I contact if I have questions?**

You may call 360-664-1222 or e-mail us at [transportation@wutc.wa.gov](mailto:transportation@wutc.wa.gov). Our fax number is 360-586-1181.

Thank You.



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

TERPSTRA TRANSPORT, LLC  
817 BIRCH BAY LYNDEN ROAD  
LYNDEN, WA 98264

May 3, 2007

**Notice of Deficient Application**

Return this document with the completed/corrected items listed below for prompt processing of your application for operating authority.

- X Obtain a Uniform Motor Carrier Certificate of Insurance (Form E) from your insurance company. The insurance must show your name EXACTLY as it is shown above.

**Who do I contact if I have questions?**

You may call 360-664-1222 or e-mail us at [transportation@wutc.wa.gov](mailto:transportation@wutc.wa.gov). Our fax number is 360-586-1181.

Thank You.