

TG-080047-CT



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

### SECTION 1 - APPLICATION INFORMATION

Name of Applicant: Clifford Butler		
Trade Name(s) (if applicable): BJS Hauling LLC		
Phone Number: (253) 866-8451	Fax Number: (253) 529-4097	E-Mail:
Business Address Street 31811 Pac. Hwy. Sub B #17		Mailing address (if different from Business Address) Street
City Federal way		City
State/Zip WA 98003		State/Zip

### FOR OFFICIAL USE ONLY

Date Filed: 1/31/08	Staff Assigned:	Motcar: 4899	Permit Issued G-
Tariff:	Insurance:	Contract:	DOL/SOS:
Application: GA-	RMS Docket #: TG-	Related App ID:	Map:
Text approved for docket	Reception #: 0005507	227-02: 200.00	032-05:

M.O. # 57282089250

SECTION 2 - BUSINESS INFORMATION

Type of business structure:

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

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

Name Title Stock Distribution or Percentage of Shares

refer to attachment, Question/Answer #1

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.

refer to attachment, Question/Answer #2

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."

refer to attachment, Question/Answer #3

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

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

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

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

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

Refer to attachment, Question/Answer #4

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

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

**SECTION 3 – RATES AND TARIFFS**

Is this application to operate under a contract?

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

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

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

- Adopt  
 File a new tariff

**SECTION 4 – FINANCIAL STATEMENT**

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

ASSETS		LIABILITIES	
Cash in Bank	\$ 1,000	Salaries/Wages Payable	\$ 30,000 <sup>2 year</sup>
Notes Receivable	\$ 0	Accounts Payable	\$
Accounts Receivable	\$ 0	Notes Payable	\$
Investments	\$ 0	Mortgages Payable	\$
Other Current Assets	\$ 0	Contracts and Bonds Payable	\$ 1,200
Prepaid Expenses	\$ 0	<b>TOTAL LIABILITIES</b>	\$ 37,200 <sup>2 year</sup>
Land and Buildings	\$ 0	<b>NET WORTH</b>	
Trucks and Trailers	\$ 7,500	Preferred Stock	\$
Office Furniture	\$ 0	Common Stock	\$
Other Equipment	\$ 0	Retained Earnings	\$
Other Assets	\$ 2,250	Capital	\$
<b>TOTAL ASSETS</b>	\$ 98,500	<b>TOTAL LIABILITIES AND NET WORTH</b>	\$ 58,000 <sup>2</sup>

**SECTION 5 – EQUIPMENT LIST**

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

Year	Make	License Number	Vehicle ID Number	Gross Vehicle Weight	Type of vehicle
2000	Hino	A76007H	JHBFB4JG9YB11637	(19,500lb)	cab over
1991	ISUZU	41445Y	JALHGAIN7M310278	(20,500lb)	cab over

**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: <u>N/A</u>	Position: <u>N/A</u>
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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: <u>Clifford Butler</u>	Position: <u>President</u>
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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: <u>Clifford Butler</u>	Position: <u>President</u>
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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: <u>Clifford Butler</u>	Position: <u>President</u>
------------------------------	----------------------------

**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: <u>Clifford Butler</u>	Position: <u>President</u>
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**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: <u>Clifford Butler</u>	Position: <u>President</u>
------------------------------	----------------------------

**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: <u>Clifford Butler</u>	Position: <u>President</u>
------------------------------	----------------------------

**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: <u>N/A</u>	Position: <u>N/A</u>
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**CUSTOMER SERVICE** –Person responsible for customer service complaints, customer notice requirements, and compliance with county solid waste plans.

Name: <u>Clifford Butler</u>	Position: <u>President</u>
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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: <u>Clifford Butler</u>	Position: <u>President</u>
------------------------------	----------------------------

**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: <u>1</u>	Amount of time: <u>30 min.</u>
Will an attorney be representing you? If yes, complete the following:	
Attorney's name:	Attorney's phone number:
Attorney's address:	Fax Number:
Street	E-mail:
City, State, Zip	

**TYPE OF PAYMENT:**

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

**SECTION 8 – DECLARATION OF APPLICANT:**

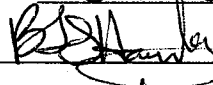
I understand that filing this application **does not** in itself constitute authority to operate as a solid waste collection company.

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

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

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

Printed name of applicant: Clifford Butter

Signature of Applicant: 

Date, County, State: 12/27/07

## Section 2 Business Information Attachment

1-Q. List the name, title, and percentage or partner's share or stock distribution for major stock holder's:

1-A. Name: Clifford Butler, Title, President. Company has no stock or shares.

**2-Q. 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.**

2-A. BJS hauling is applying to haul mixed waste, yard waste, paper and metal recyclables. These materials include only debris that the curb side company in that territory, do not pick up, such as furniture, appliances, in an on-call basis, never prescheduled. The territory desired is all the cities and surrounding areas in Snohomish, King, Pierce, and Thurston Counties.

**3-Q. State below the conditions that justify the granting of this application.**

3-A. BJS offers unique and specialized mixed waste removal service that does not interfere with the curb side and scheduled garbage services already occupying the desired territory. Our vehicles are much smaller than those of the competition which allows better maneuvering down smaller street and harder to access areas with out sacrificing the safety of the employees or the community. Our trucks do not require a CDL, because they are a lighter truck. This is a benefit to the community because it saves our road ways from the wear and tare created by heavier vehicles. We only pick up mixed waste that the local collection companies are not interested in picking up. Since we are such a specialized company we need a large territory in order to get enough business.

There is a need for our services because unlike the curbside service, BJS employees do the physical labor involved in loading the debris from where they have resided on the property to the mixed waste transportation vehicle. An example of our services is cleaning out an estate or removing storm debris from a commercial property. We better the community by providing a service that cleans up the appearance of a residence, commercial property, etc. A property that may have been creating a nuisance or danger to the community can be brought back to its original state.

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

4-A. Our current drivers have over 15 years experience in the driving field and the president, Clifford Butler is very knowledgeable in terms of state solid waste

transportation requirements and the proper places to take solid waste so that it is disposed of correctly. One of our company's requirements involving the transportation of solid waste is to make sure that the load is properly distributed and secure.

In order to qualify to drive for BJS, we require a clean driving record, pass a background check, pass a safe driving exam, and abide by the drug and alcohol laws governed by the state. Also all drivers are required to have annual review of their driving record.

Our safety requirements include each truck being equipped with three safety triangles or three flares, a working fire extinguisher, and all operating lights, including the hazards lights must be in working order. Also to ensure that the trucks are in working order, Drivers must follow a check list before leaving dispatch office, daily, to make sure all the following are in good working order:

Checks brakes

Parking Light

Lighting devices and reflectors

Rear-vision mirror or mirrors

Horn

Windshield wipers

Tires coupling devices

Emergency equipment

Steering mechanism

**Tariff No. 1**

Of

BJS Hauling, Llc

Certificate NO. not yet assigned

**NAMEING RATES FOR THE LOADING, TRANSPORATION AND DISPOSAL OF MIXED WASTE,  
YARD WASTE, METAL AND PAPER RECYLIBLES AND DROP BOX SERVICE.**

In the following described Territory:

Snohomish, Pierce, King and Thurston Counties

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

Clifford Butler  
President  
(253) 886-8451

Issued by: Clifford Butler, President

31811 Pacific High way, suite B . # 127  
Federal Way, WA 98003

Phone (253) 886-8451  
Fax (253) 529-4097

Issue date:

Effective Date:

(For Official Use Only)

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By:



**Index Of Items In this Tariff**

- Item 1-Services provided
- Item 2-Truck/drop boxes general rules
- Item 3-Distance rates for drop box
- Item 4-Drop box/truck rental day rate
- Item 5- Improperly loaded bins
- Item 6-Disposal fees
- Item 7-Payment general
- Item 8-On-site waste clean out service
- Item 9-On -site clean out rate chart I
- Item 10-Distance rates
- Item 11-Labor rate
- Item 12-Billing general
- Item 13-Customer refunds
- Item 14-Definitions
- Item 15-Refusal of service
- Item 16-Business hours
- Item 17-Holidays
- Item 18-Liability for damages
- Item 19-Missed jobs due to weather or road conditions
- Item 20-Overtime periods

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### Services Provided Item 1

**BJS hauling is a Specialized Solid waste collection company:** Property, House, Estate, Garage Clean outs. We also remove yard, and tree debris, metal and paper recyclables, furniture and other misc. items from commercial or residential private property. This service includes the labor involved in loading the material into our truck and transportation of it to the dump. Rates depend on size of job and amount of labor necessary to get the job completed. Below is a rate chart to use as a guide. We also offer drop boxes services by appointment only.

### Truck/Drop Boxes General Rules Item 2

**Availability:** BJS will always have a drop box/truck available within 24 hours. If for any reason BJS is unable to deliver a drop box within this time then the customer will be notified by the following business day.

#### Drop Box/Truck Rental

Rates include, delivery, seven days on site from date of drop, pick up and transportation to closest transfer Station. Service price does not include disposal fee charged at Transfer Station.

**Local drop:** \$272.25 plus the disposal fees

**Switch out:** If customer needs a switch out then the same drop box/truck rental price applies.

#### Distance Rates For Drop Box Item 3

below are the total drop box/truck rental service.

Distance in Miles	Price + disposal fees
10 miles or less	\$272.25
10-20	\$294.03
20-30	\$315.81
30-40	\$337.59
40-50	\$359.37

#### Drop Box/Truck rental, Day Rate Item 4

Customer will be charged a rate of \$5.00 each day after the initial seven days on-site. Please note that holiday's and weekends are chargeable days. This rate stops on the business day that the customer contacts the office to get the box picked up, during normal business hours. If customer calls after normal business hours then the customer should leave a message and their day rate will be stopped the following business day. Day rate will proceed to increase until company is contacted. If availability warrants, BJS can drop a container before customer scheduled and will not charge the day rate until date of original scheduled drop.

Issue date:

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### Improperly Loaded Bins Item 5

Charges from \$25.00-\$150.00 apply if customer loads Drop box/truck over height or over weight. Also if drop box/truck is loaded unevenly then charges will apply. The amount of the charge applied, depends on the time it takes BJS to unload, or distribute weight to make it safe for transport. (Refer to labor rate item 11.)

### Disposal Fee Item 6

Charges in this item apply when other items in the tariff specially refer to this item.

#### Mixed Waste

##### Pierce County Rates-

- i. \$102.45 per ton in most locations
- ii. \$130.00 per ton for Tacoma Landfill

**King County Rates-** \$82.50 per ton

**Snohomish County Rates-** \$89 per ton

**Thurston County Rates-** \$ 72.46 per ton

#### Yard waste

##### Pierce County

1. Hidden Valley, Purdy and Prairie Ridge transfer stations- \$35.00 per ton
2. Tacoma Land fill- \$6.50 pre 100.00 pounds

##### King County

1. cedar Falls and Enumclaw- 75.00 per ton

##### Snohomish county

1. \$89 per ton

##### Thurston County

- 1.Lacey Transfer Station-\$35.00 per ton

**Appliance fees:** (applies to washer, driers, and dishwasher) appliance fees of \$35.00 will be charge when applicable and taken to the appropriate disposal center.

**Hazardous Materials:** BJS will dispose of tires but will not dispose of an other hazardous materials. The tires will be disposed in the proper manner at the closest disposal center that accepts the.

- Seattle, Rabanco- \$10.00 per tire

### Payment General Item 7

-forms of payment we accept includes the following:

- All major credit cards
- Checks
- Money orders
- Cash

#### Credit card processing fee item

when a customer uses a credit card, 3% of the total amount owed will be added to the amount owed in order to cover the processing fee charged by the credit company.

**Returned Check-** Customer will be charged a 33.00 fee if their check for payment is unable to be cashed.

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**On-site Waste Clean Out Service Item 8**

**Services Provided:** Property, House, Estate, Garage Clean outs. We also remove yard, and tree debris, metal and paper recyclables, furniture and other misc. items from commercial or residential private property. This service includes 1 hour labor to load the material into our truck and transportation of it to the dump. Rates depend on size of job and amount of labor necessary to get the job completed.

**On -site Clean Out Rate Chart Item 9**

Amount or Garage in yards	Service Price
5 or less	- \$176.96 + dump fees
10	\$245.03+ dump fees
15	\$313.09+ dump fees
20	\$381.15 + dump fee
20+	Same rates apply

**Distance Rates Item 10**—If site is more than 10 miles away then distance charges apply.

**Labor Rate Item 11:** \$100.00 rate will apply per hour for two worker onsite doing physical labor involved in loading bins.

Miles	Rates
10-20	\$20.00 additional
20-30	\$40.00 additional
30-40	\$60.00 additional
40-50	\$80.00 additional

**Billing General Item 12**

**Residential Customers-** BJS need a deposit for at least half the amount of the service up front and the remaining balance at time of completion.

**Commercial/ Business's-** BJS will work with business's billing periods. We will can send an invoice for submission on day of completion, which will be due 30 days from date the invoice is sent in.

**Late Charges-** Customers with past due balance of more than 30 days will be accessed with a 15% late charge.

**Collections-** If customer does not pay within 45 days from originally billed, then they will be sent to collections.

**Customer Refunds Item 13**

**Refunds-** Once job is completed BJS will credit our customer if over charged by any amount . Customer will be called and notified of credit and send a refund check in the form of a money order by the next business after job is completed.

**Customer Under Charged-** If customer owes BJS hauling the amount by any amount for more than they will be notified given the proper documentation and advised on how to send in payment.

Issue date:

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By:

**Definitions Item 14**

**On-site Clean Outs-** means a service we provide in which we haul away any mixed waste, yard waste, metal and paper recyclables, furniture and other misc. items from commercial or residential private property. We do all the physical labor involved in loading the material into the truck. This service includes the labor involved in loading the material into our truck and transportation of it to the dump.

**Specialized Solid Waste Collection Company :** company providing other than a traditional solid waste collection service. Specialized companies generally haul specific waste products for specific customers, providing only on-call or nonscheduled service, or provide accessorial services not normally provided by traditional solid waste collection companies.

**Drop Box/Truck Rental:** means either a detachable waste receptacle or leaving our vehicle with a attached waste receptacle on private property, once receptacle is filled then it is taken to the closest transfer station. This is due to the limited amount of equipment that BJS has 90% of the time we say we are providing a drop box service, we are really leaving our container truck on site, 10% of the time we will leave the drop box only.

**Rate—** fee charged in a dollar units

**Distance Rate—** rate in \$20.00 increments charged for our services to cover the gas expenses and mileage on the vehicles

**Day Rate:** rate of \$5.00 charged to customer with Drop box/truck rental service. \$5.00 fee is applied for every 24 hour period container is on site after the initial 7 days rental period has expired.

**Labor Rate—** Flat fee of \$100.00 an hour for labor for two BJS employees.

**Normal Business Hours:** BJS normal Business hours are 9:00 A.M to 5:00 P.M. Monday– Friday.

**After Hours—** mean times that BJS is not open to take calls,. Weekends, after 5:00 P.M. and before 9:00A.M Monday-Friday

**Switch Out-**means the service of picking up a full drop box /truck, transporting it to the closest transfer station and returning to site with empty drop box/truck. Please note this is considered a new Drop Box/truck drop service and customer will be charged for each box individually.

**Waiver Of Responsibility:** Form that outlines our charges policies, and fees for drop box/truck rental service. It also explains to the customer that we are not liable for any damages resulting in the placement our drop boxes truck or any other BJS equipment. It must be signed by a authorized person before we provide the service. Monday-Friday .

**Improperly Loaded bins**

**Over Height—** between 25.00-\$150.00 will be charged if any material is 6 inches or more over the top of the bin charge amount will be based on how long it takes on site to get load transportable

**Over Weight** \$25.00-\$150.00 will be charged for any container that weighs over what is recommended for our vehicles to transport.

**Unevenly loaded—** between \$25.00-150.00 fee will be charged for any bin that is un evenly loaded. All material has to be even distributed across the drop box to ensure safety. The charge applied depends on the time it takes to fix load for safe transport

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**Definitions Item 14 continued**

**Residential Customers**– Any customer that is having us perform our services for personal use and , a corporation or company is not involved.

**Commercial Customers**– Any Customer having us perform services for a business, corporation or company.

**Disposal Fees**– Disposal fees that company incurs when disposing material and transfer stations , and land fills. Usually these charges are based on weight or yards of materials, customer will be charged dump fee with no mark up from BJS.

**Refund**– Returning of money over charged by company back to customer.

**BJS**–short for our company name BJS Hauling, LLC.

**Local Drop**– Drop box/truck rental site that is with in a 10 mile radius of our Federal Way office.

**Returned Check**– When customer check is returned to BJS by bank and they charged a returned check fee to BJS for the inconvenience it caused.

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**Refusal of Service Item 15**

BJS retains the right to refuse business to anyone for any reason. Some of the reasons why we may elect to refuse business, but are not limited to the following:

- \*Property or site terrain is too dangerous to safely drop a box, or navigate with our trucks.
- \*The road is too narrow or in properly maintained.
- \*There is some danger to BJS employees, such as a vicious animal. This can be easily avoided by confining the animal.
- \*Customer refuses to sign Waiver of Responsibility form

**Business Hours Item 16**

Business hours are 9am –5pm Monday-Friday. Customers may call after hours and leave a message to set up an appointment and BJS staff will contact them the following business day.

**Holidays Item 17**– BJS observes, Christmas, Thanksgiving, New Years and 4th of July. No appointments will be available on these days.

**Liability for Damages Item 18:** BJS requires that all customers sign a waiver of responsibility before we start any work. This states that we are not liable for any damages to the property in result to the placement of our vehicles or Drop boxes.

**Missed Jobs Due to Weather or Road Conditions Item 19.** Customer appointments may need to be rescheduled if weather or the road conditions are unsafe for our vehicles. The missed appointment will be reschedule to the first available business day after the weather conditions improve.

**Overtime Periods Item 20**

Company will assess additional charges when providing services out of normal business hours which are over time periods. Overtime periods include, night runs, Saturday, Sunday and the following holidays.

Christmas Day, Thanksgiving, New Year Day, Fourth of July, Mother & Father Day, Memorial Day, Labor Day, Easter.

Rate that applies for over time pay is up to 50% additional on top of normal rates.

Issue date:

Effective Date:

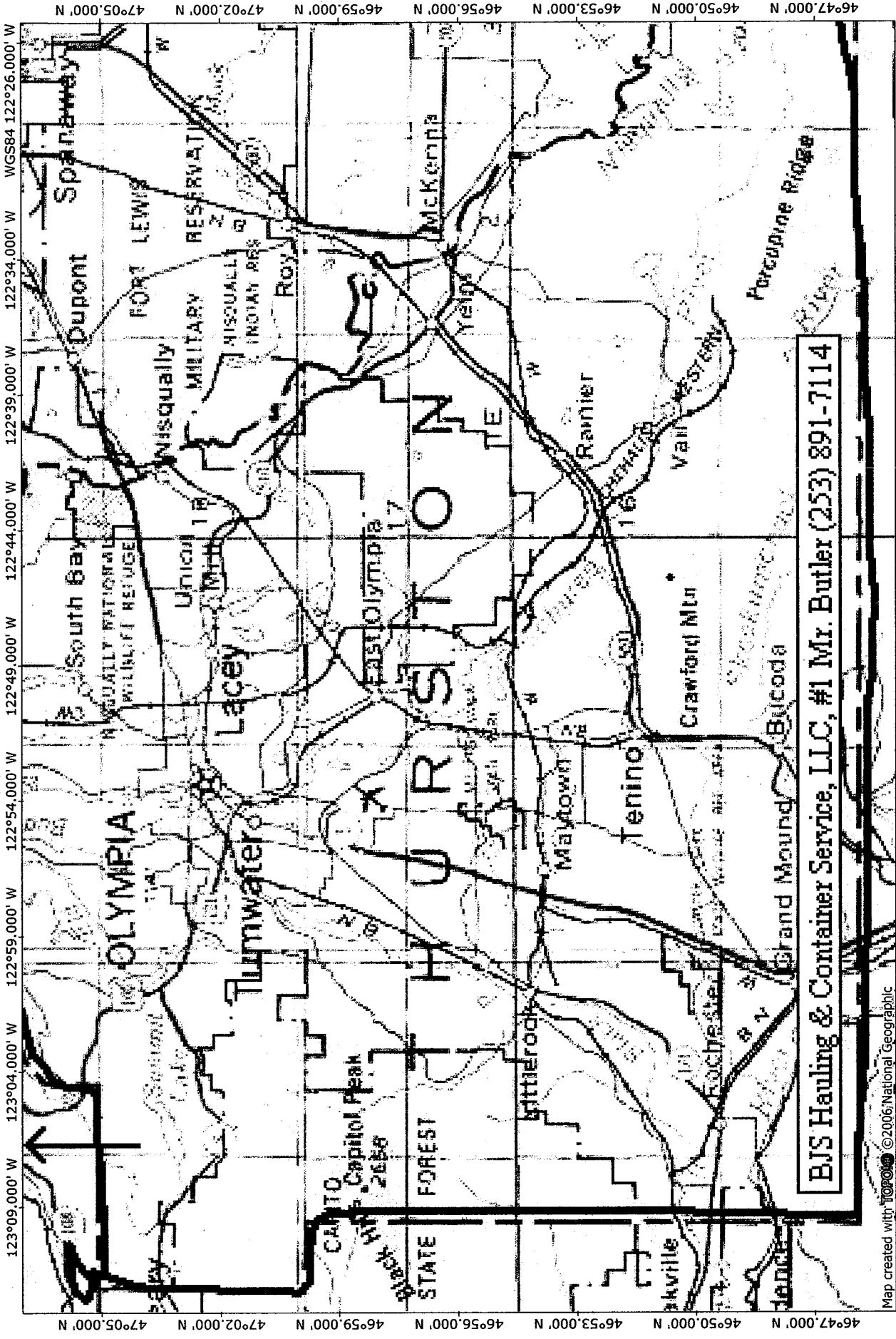
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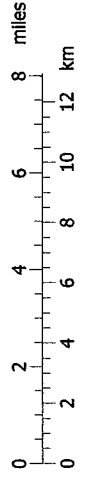
By:

TOPOI map printed on 12/18/07 from "map1.tpo"



BJS Hauling & Container Service, LLC, #1 Mr. Butler (253) 891-7114

Map created with **TOPOI** ©2006 National Geographic



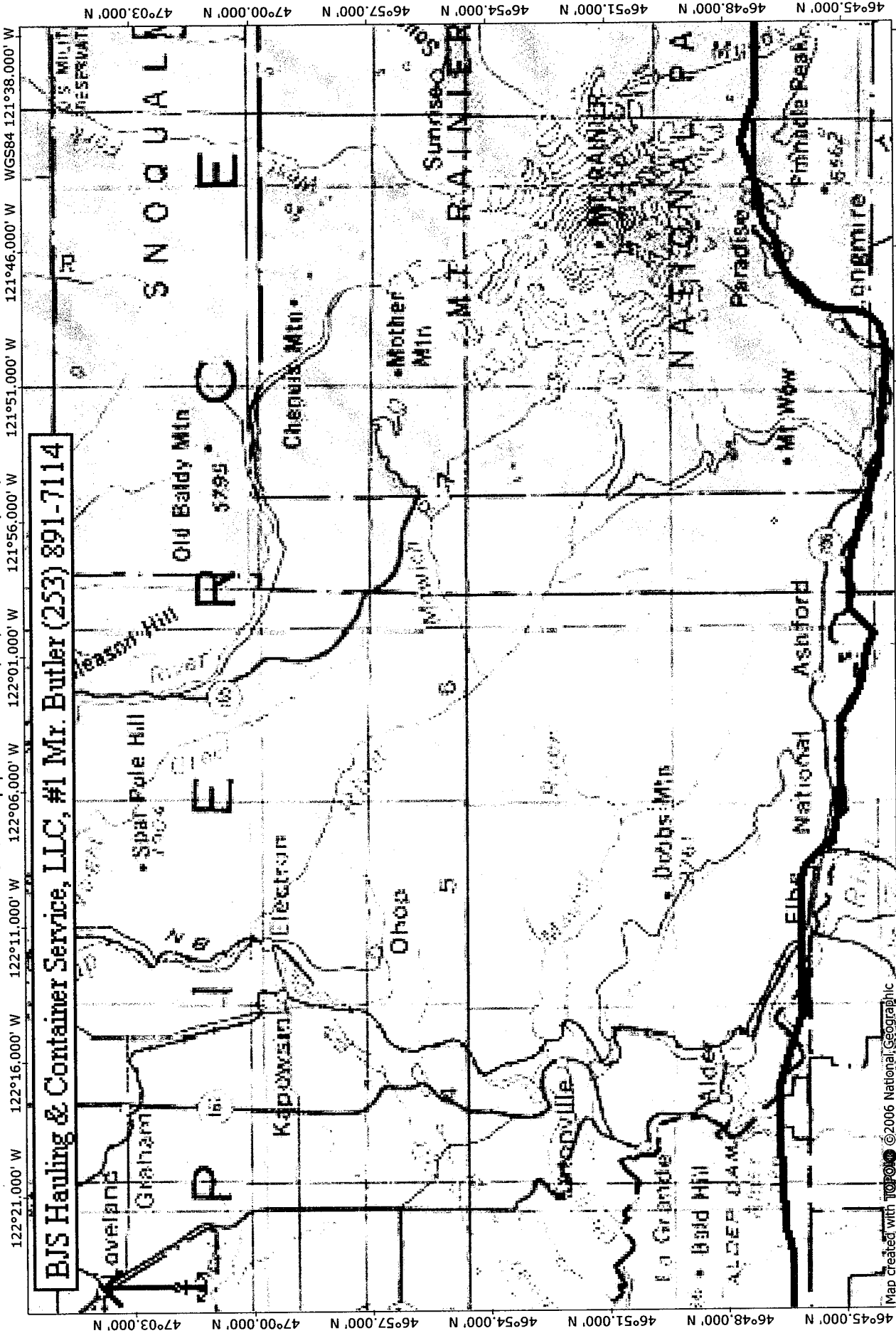
**NATIONAL GEOGRAPHIC**

17 1/2°  
TN MN  
12/18/07

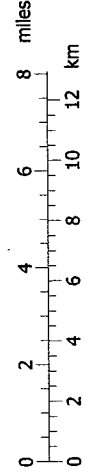


TOPO! map printed on 12/18/07 from "map1.tpo"

BJS Hauling & Container Service, LLC, #1 Mr. Butler (253) 891-7114



Map Created with ©2006 National Geographic

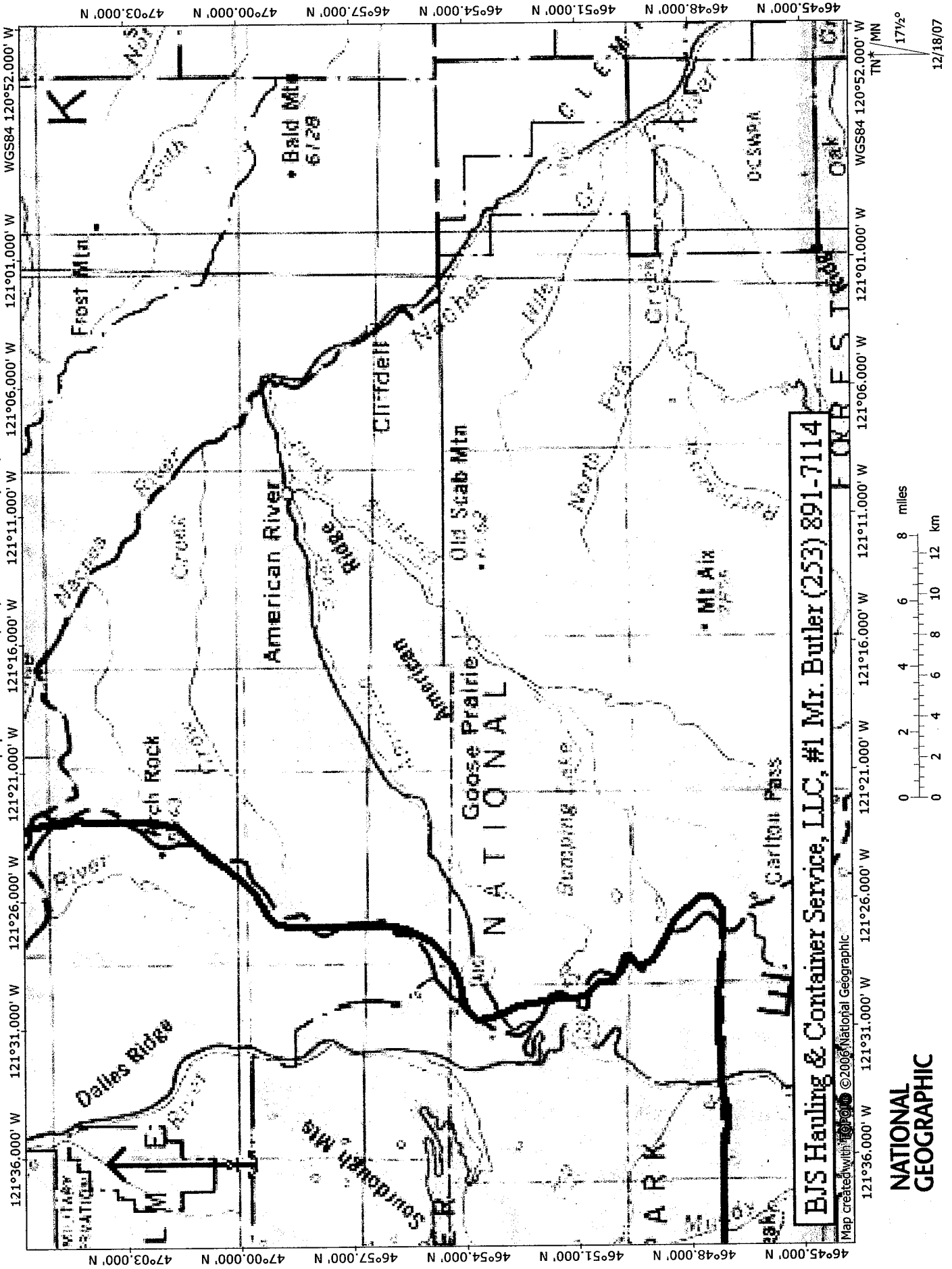


NATIONAL GEOGRAPHIC

17 1/2

12/18/07

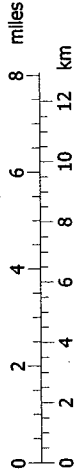
TOPO! map printed on 12/18/07 from "map1.tpo"



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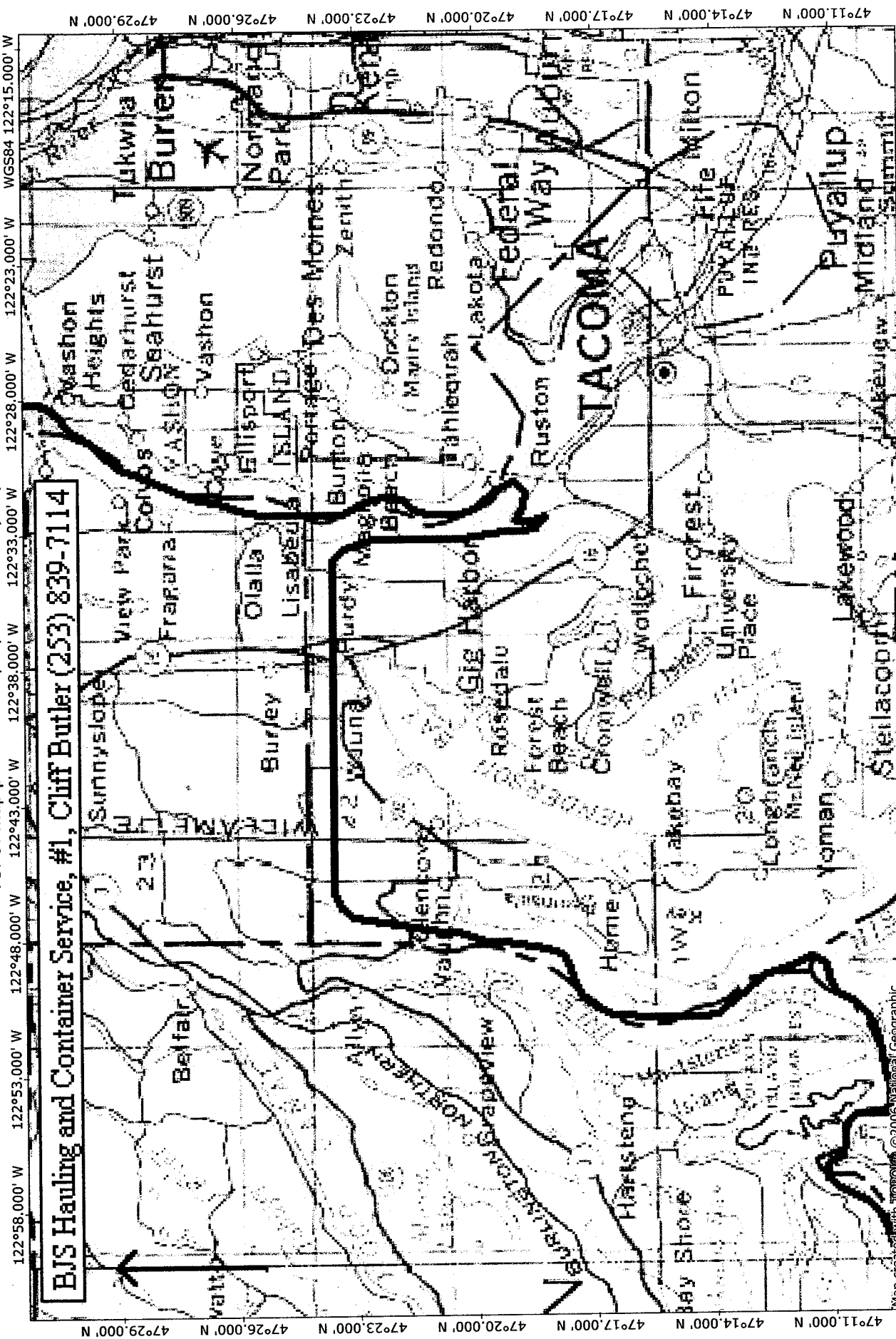
NATIONAL GEOGRAPHIC



17 1/2°

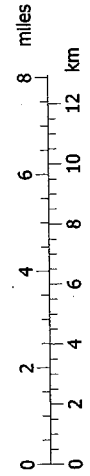
12/18/07

TOPOI map printed on 12/19/07 from "map1.tpo"



**BJS Hauling and Container Service, #1, Cliff Butler (253) 839-7114**

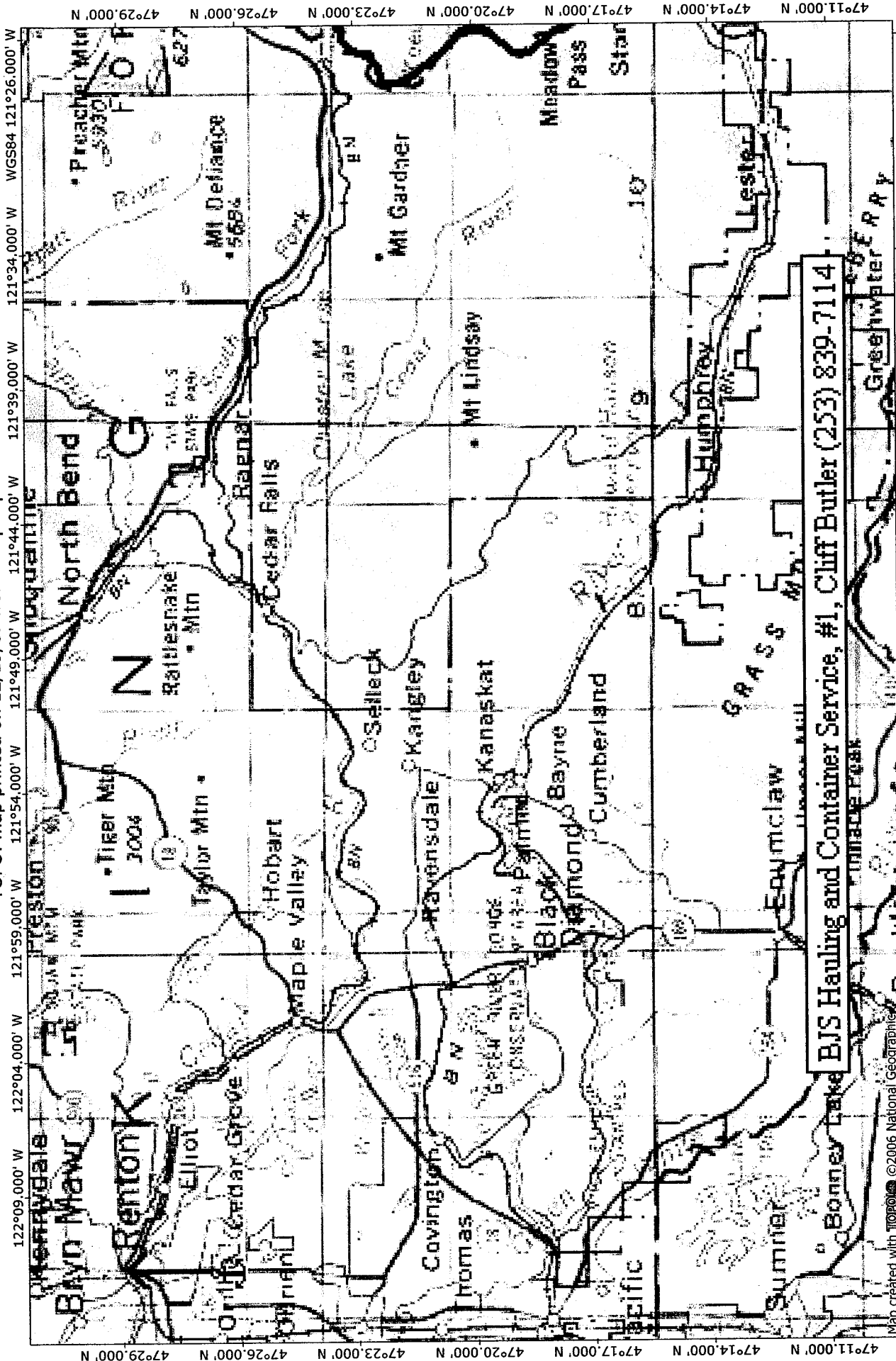
Map created with TOPOI © 2006 National Geographic



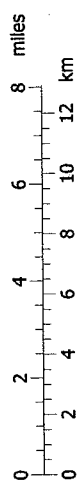
**NATIONAL GEOGRAPHIC**

12/19/07

TOPO! map printed on 12/19/07 from "map1.tpo"



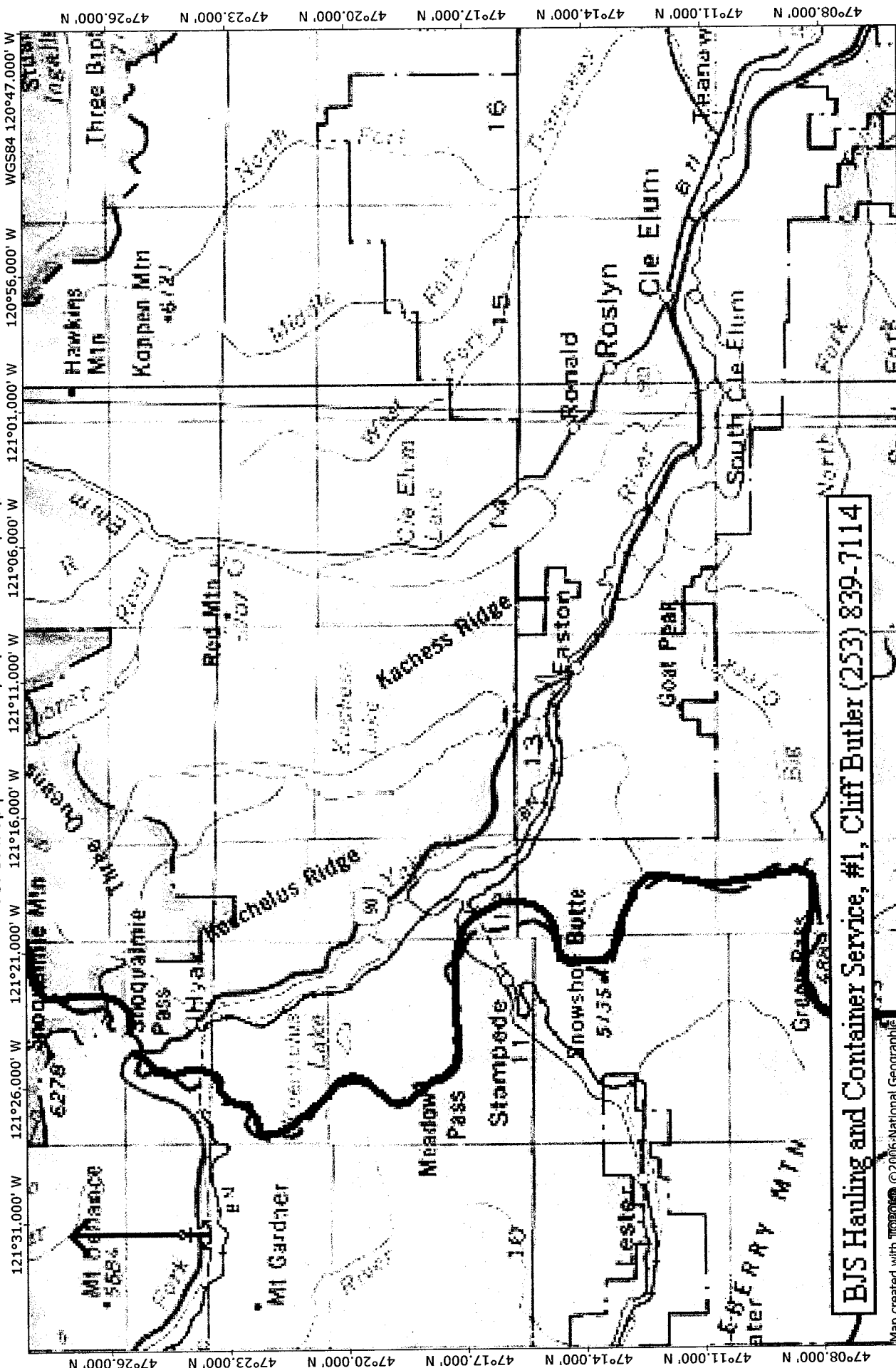
Map created with TOPO! ©2006 National Geographic  
 122°09.000' W 122°04.000' W 121°59.000' W 121°54.000' W 121°49.000' W 121°44.000' W 121°39.000' W 121°34.000' W 121°29.000' W  
 47°11.000' N 47°14.000' N 47°17.000' N 47°20.000' N 47°23.000' N 47°26.000' N 47°29.000' N  
 TNT / MIN 17 1/2°



**NATIONAL GEOGRAPHIC**

12/19/07

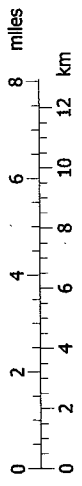
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Map created with TOPOI ©2006 National Geographic

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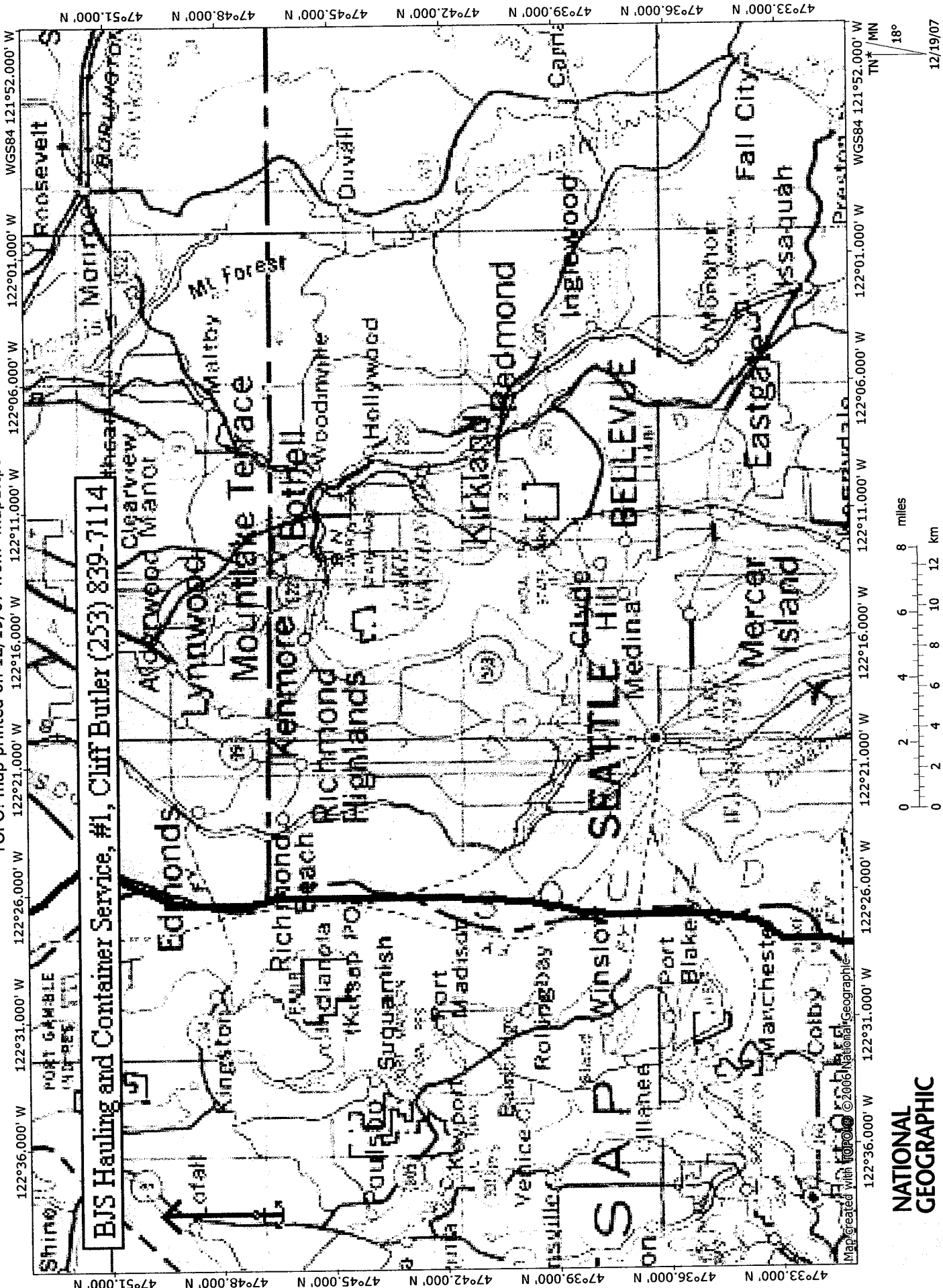
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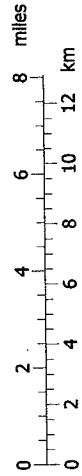
17 1/2°

12/19/07

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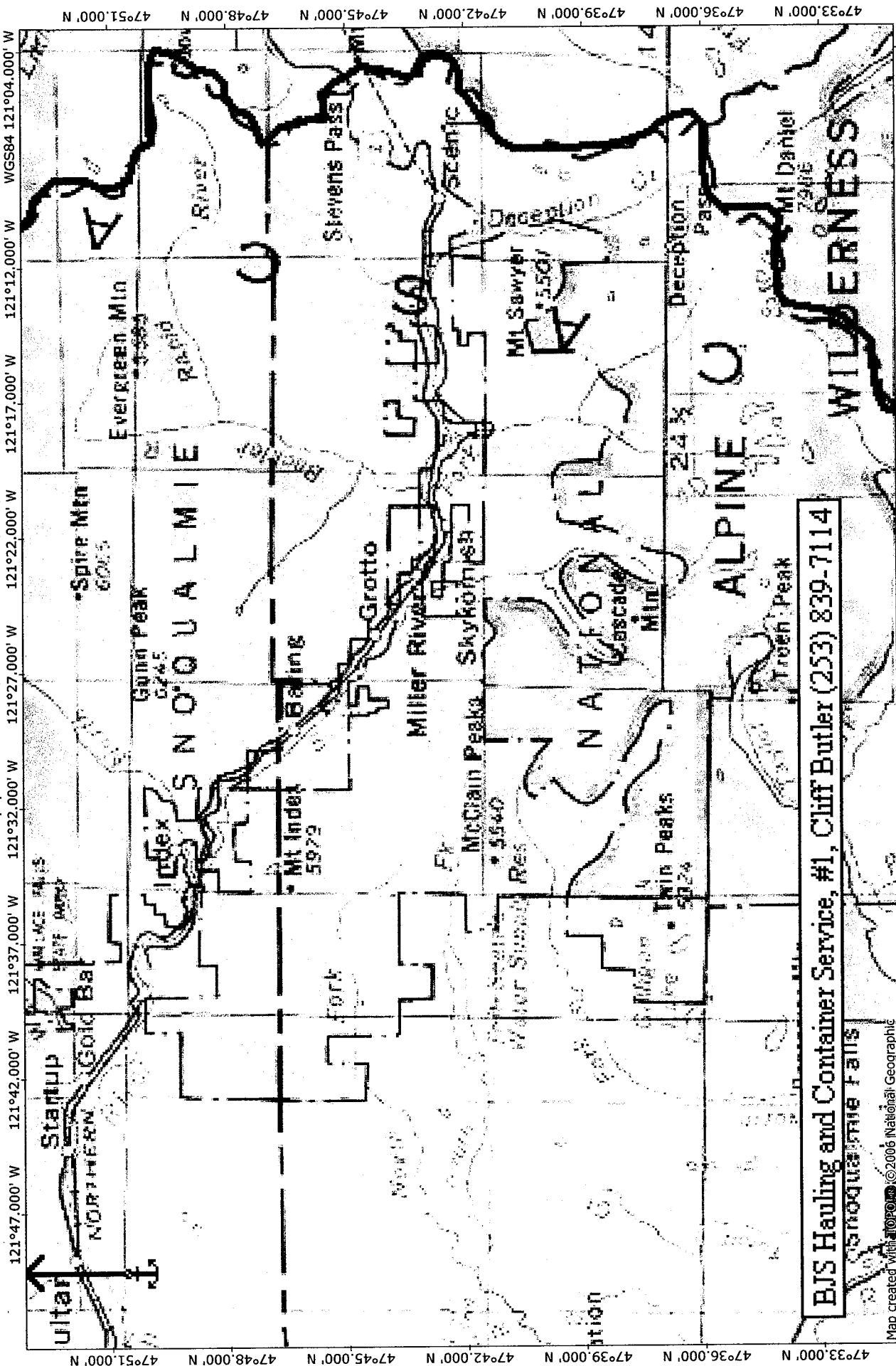


NATIONAL GEOGRAPHIC



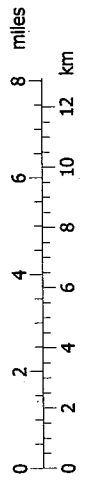
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BJS Hauling and Container Service, #1, Cliff Butler (253) 839-7114

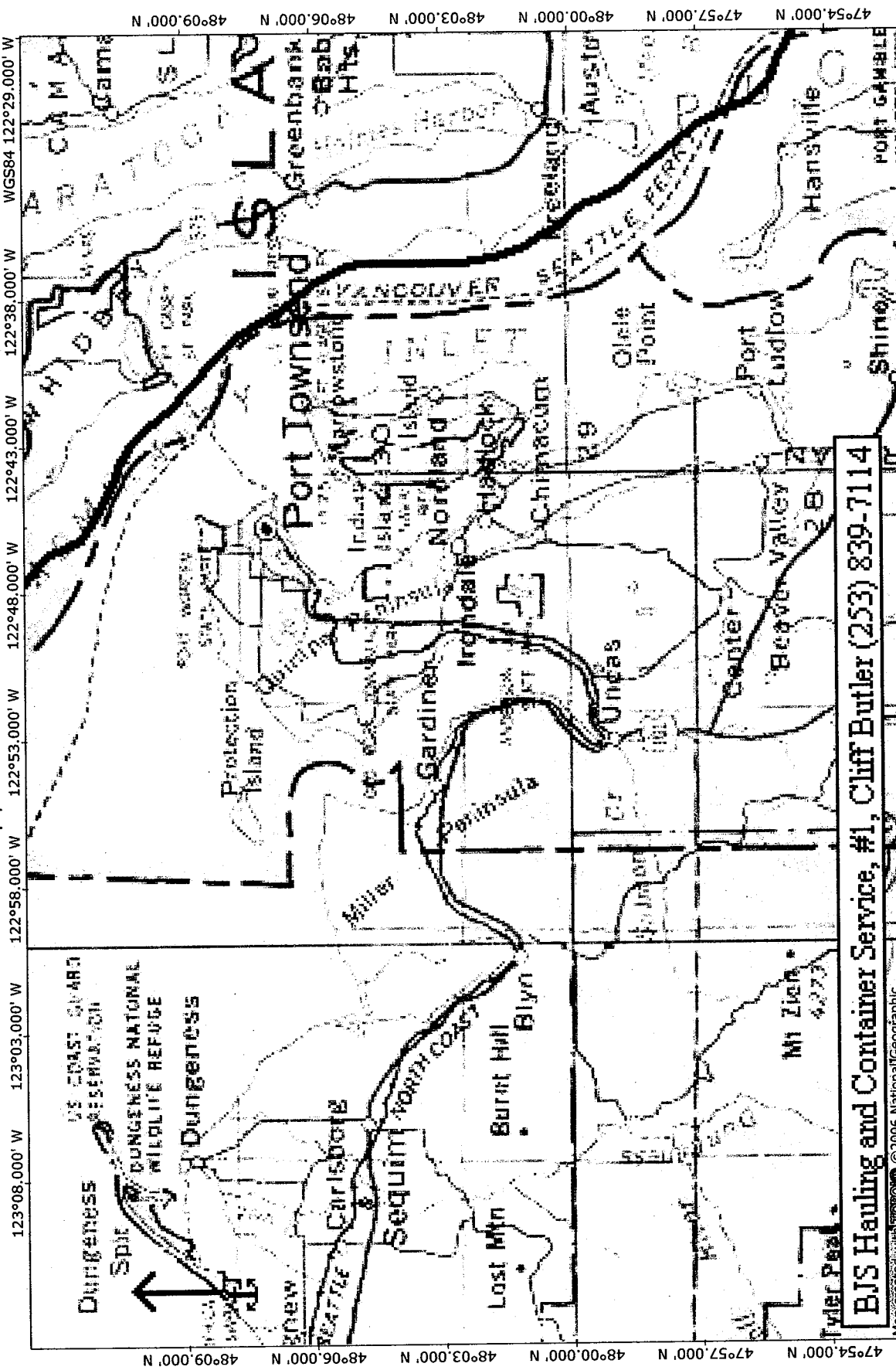
Map created with TOPOI ©2006 National Geographic



NATIONAL GEOGRAPHIC

12/19/07 17½°

TOPO! map printed on 12/19/07 from "map1.tpo"



BJS Hauling and Container Service, #1, Cliff Butler (253) 839-7114

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NATIONAL GEOGRAPHIC



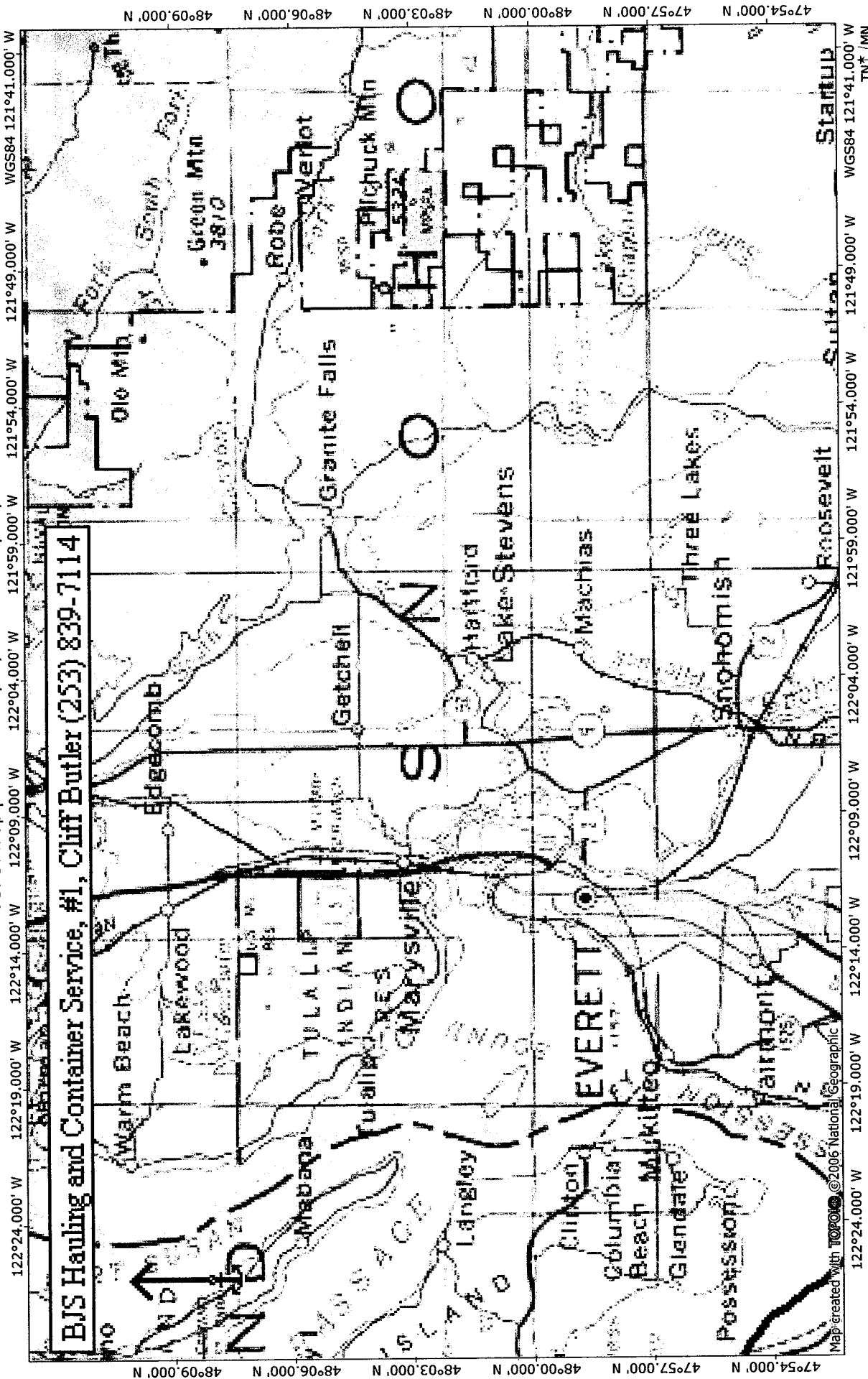
12/19/07

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47°54.000' N 47°57.000' N 48°00.000' N 48°03.000' N 48°06.000' N 48°09.000' N

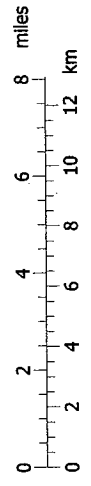


TOPO! map printed on 12/19/07 from "map1.tpo"



**BJS Hauling and Container Service, #1, Cliff Butler (253) 839-7114**

122°24.000' W 122°19.000' W 122°14.000' W 122°09.000' W 122°04.000' W 121°59.000' W 121°54.000' W 121°49.000' W 121°44.000' W  
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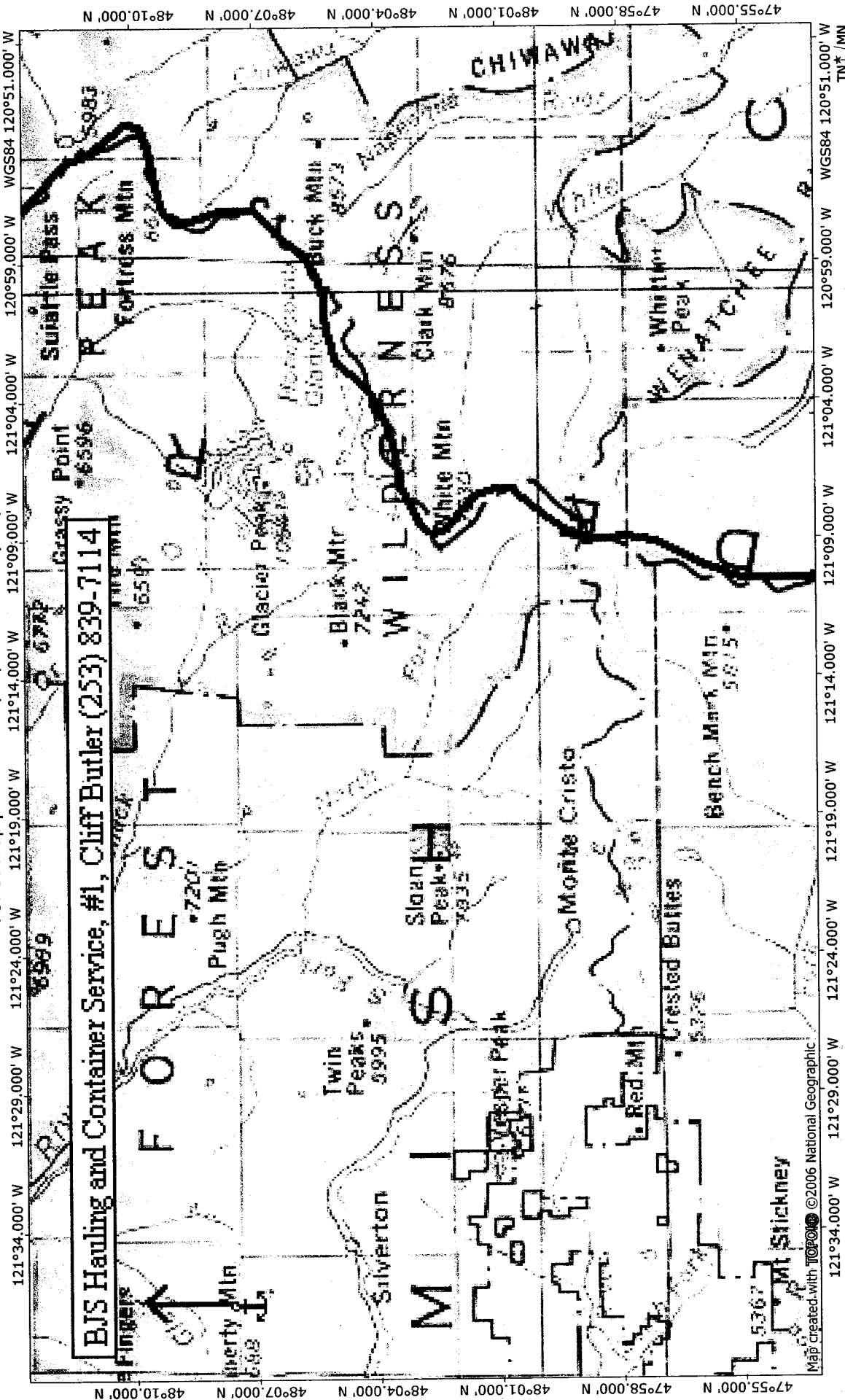


**NATIONAL GEOGRAPHIC**

12/19/07

Map created with TOPO! ©2006 National Geographic

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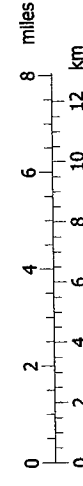
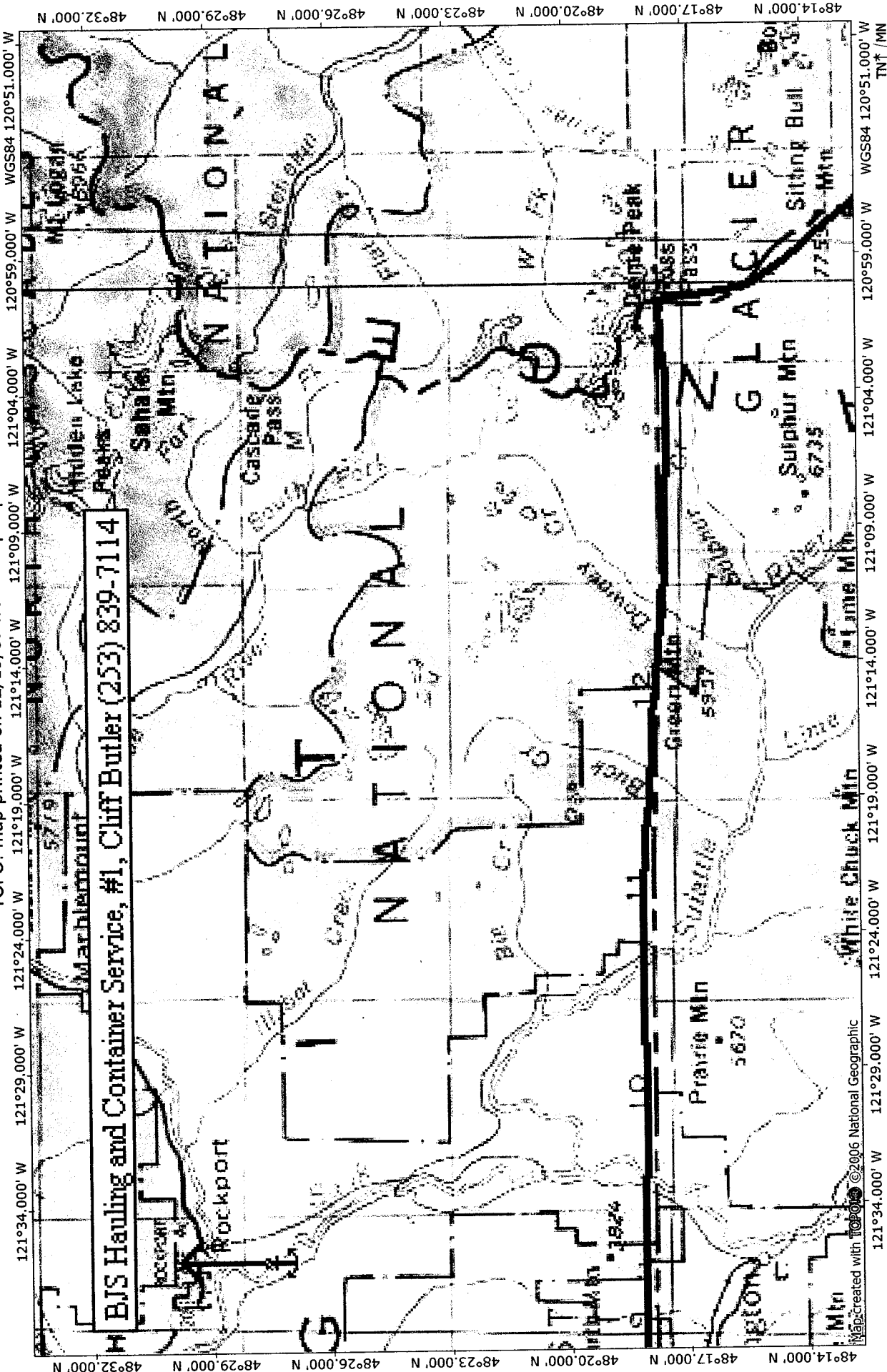
**BJS Hauling and Container Service, #1, Cliff Butler (253) 839-7114**

**NATIONAL GEOGRAPHIC**





TOPO! map printed on 12/19/07 from "map1.tpo"



NATIONAL  
GEOGRAPHIC

12/19/07

**BJS HAULING, LLC**

31811 Pacific High way, Suite B. # 127

Federal Way, WA 98003

**BJS Contents Of Application Package**



**RECEIVED**  
JAN 02 2008  
WASH. UT. & TP. COMM

- 1.....Applicant ion of solid waste collection company**
- 2.....\$200.00 money order**
- 3.....Copy of Liability Insurance**
- 4..... Copy of Auto Insurance**
- 5.....Tariff No. 1**
- 6..... Tariff Maps**

**BJS**



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2007

**PRODUCER**  
THE INSURANCE STORE, INC.  
LARRY E. PALMER, BROKER  
10832 - 185TH AVE SE  
ISSAQUAH, WA 98027

425.313.9605

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
BJS HAULING, LLC  
31811 PACIFIC HIGHWAY  
FEDERAL WAY, WA 98003

**INSURERS AFFORDING COVERAGE**  
INSURER A: TRUCK INSURANCE EXCHANGE  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS, COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NONOWNED AUTOS	3614.30.66	10.03.07	10.03.08	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY: EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE: EA EMPLOYEE \$ E.L. DISEASE: POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

VEHICLE 1 - 1991 ISUZU FSR VIN# - JALH6A1N7M310278  
 VEHICLE 2 - 2000 HINO FB1817 VIN# - JHBF4JG9Y1S11637

**CERTIFICATE HOLDER**

BJS HAULING, LLC  
 31811 PACIFIC HIGHWAY  
 FEDERAL WAY, WA 98003

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF INSURANCE		DATE (MM/DD/YY) 3/20/2007																																											
<b>PRODUCER</b> McFall General Agency, Inc 6443 SW Beaverton-Hillsdale Hwy Suite 350 Portland, OR 97221		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																																											
<b>INSURED</b> BJS Hauling, LLC 31811 Pacific Highway, suite B. # 127 Federal Way, WA 98003		<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A Capitol Specialty Insurance Corporation COMPANY B COMPANY C COMPANY D																																											
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																													
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																																								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONT PROT  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  GARAGE LIABILITY <input type="checkbox"/> ANY AUTO  EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	CS00339913	3/20/2007	3/20/2008	<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>COMBINED SINGLE LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>AUTO ONLY - EA ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER THAN AUTO ONLY:</td><td style="text-align: right;">\$</td></tr> <tr><td>    EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>    AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>STATUTORY LIMITS</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE - EACH EMPLOYEE</td><td style="text-align: right;">\$</td></tr> </table>	GENERAL AGGREGATE	\$ 1,000,000	PRODUCTS-COMP/OP AGG	\$ 1,000,000	PERSONAL & ADV INJURY	\$ 1,000,000	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any one fire)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	COMBINED SINGLE LIMIT	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY:	\$	EACH ACCIDENT	\$	AGGREGATE	\$	EACH OCCURRENCE	\$	AGGREGATE	\$	STATUTORY LIMITS	\$	EACH ACCIDENT	\$	DISEASE - POLICY LIMIT	\$	DISEASE - EACH EMPLOYEE	\$
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DISEASE - EACH EMPLOYEE	\$																																												
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/SPECIAL ITEMS Certificate holder is named as additional insured- A (Contractors) per form CGL274 (8-03)																																													
<b>CERTIFICATE HOLDER</b> Seascope Homes PO Box 5844 Bellevue, WA 98006			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>																																										