



TC-101181-AT

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
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 checked="" 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
New Permanent Authority (including extension of authority)- (check appropriate box below) Complete entire application and submit a proposed tariff as outlined in the standard tariff form	\$200
<input type="checkbox"/> New Certificate	
<input type="checkbox"/> Extension of Existing Certificate No. G- _____	
Permanent Authority to Transfer (WAC 480-70-090) (check appropriate box below) - Complete entire application and Attachments B	\$200
<input checked="" type="checkbox"/> All of Certificate No. G- <u>259</u> from Barbara Escalante	
<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
Lease of Authority - Complete entire application and Attachment B	\$200
<input type="checkbox"/> All of Certificate	
<input type="checkbox"/> Portion of Certificate No. G - _____	

North Columbia Services Incorporated
SECTION 1 - APPLICATION INFORMATION per UBL

Name of Applicant: <u>Tracy Reekers</u>		USDOT #:
Trade Name(s) (if applicable): <u>Northern Trash Removal</u>		
Phone Number: <u>(509) 732-6127</u>	Fax Number: ()	E-Mail:
Business Address		Mailing address (if different from Business Address)
Street <u>3170 LEATHER LANE</u>	Street	
City <u>Colville</u>	City	
State/Zip <u>99114</u>	State/Zip	

FOR OFFICIAL USE ONLY			
Date Filed: <u>4/10/10</u>	Docket #: TG-	Tariff:	Permit Issued G-
Staff Assigned:	Insurance	Related App ID:	Map:
DOL/SOS	Reception #:	227-02:	032-05:

ID: 6066

0025137 CK# 13455
\$225.00

SECTION 2 – BUSINESS INFORMATION

Type of business structure:

- Individual Partnership Corporation Other (LP, LLP, LLC) _____

UBI No. 603001719 00

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>
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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.

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."

What is your USDOT number: _____ (If you currently don't have one, you can go online and apply at www.fmcsa.dot.gov/online-registration or contact (360)596-3816 or (360)596-3803 for assistance.)

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. _____

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: _____ Position: _____

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: _____ Position: _____

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: _____ Position: _____

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: _____ Position: _____

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: _____ Position: _____

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: _____ Position: _____

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: _____ Position: _____

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: _____ Position: _____

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

Name: _____ Position: _____

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: _____ Position: _____

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:	Amount of time:
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 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: _____

Signature of Applicant: _____

Date, County, State: _____

McGRANE & SCHUERMAN, PLLC
ATTORNEYS AT LAW

David E. McGrane
Charles P. Schuerman

Town Center Building, Suite 304
298 South Main
Colville, WA 99114

(509) 684-8484
FAX (509) 684-5805

Alison K. McGrane
Jean M. Conger

July 2, 2010

Washington Utilities and Commission
1300 South Evergreen Park Drive SW
Olympia, WA 98504

Re: Transfer of Certificate No. C-259 Escalante/Rieckers

Dear Sirs:

Enclosed herewith please find the Application for Certificate of Public Convenience to Operate as a Solid Waste Collection Company, together with our trust check in the amount of \$225.00 representing a \$25.00 fee for an Expedited Temporary Authority and \$200.00 for the Permanent Authority to Transfer.

Also enclosed are copies of the Original Certificate Authority held by Barbara Escalante, a copy of her map showing her coverage area, copies of the Business Sale Agreement, Final Addendum and Promissory Note.

We would ask for your immediate attention to granting the temporary authority so that Ms. Rieckers the purchaser could take over garbage service in the Town of Northport immediately.

If you have any questions or need any additional information from our office, please do not hesitate to contact us. Thank you.

Sincerely,

Alison K. McGrane
Attorney at Law

AKM/jp
Enc.

cc: Barbara Escalante
Attorney Chris Montgomery

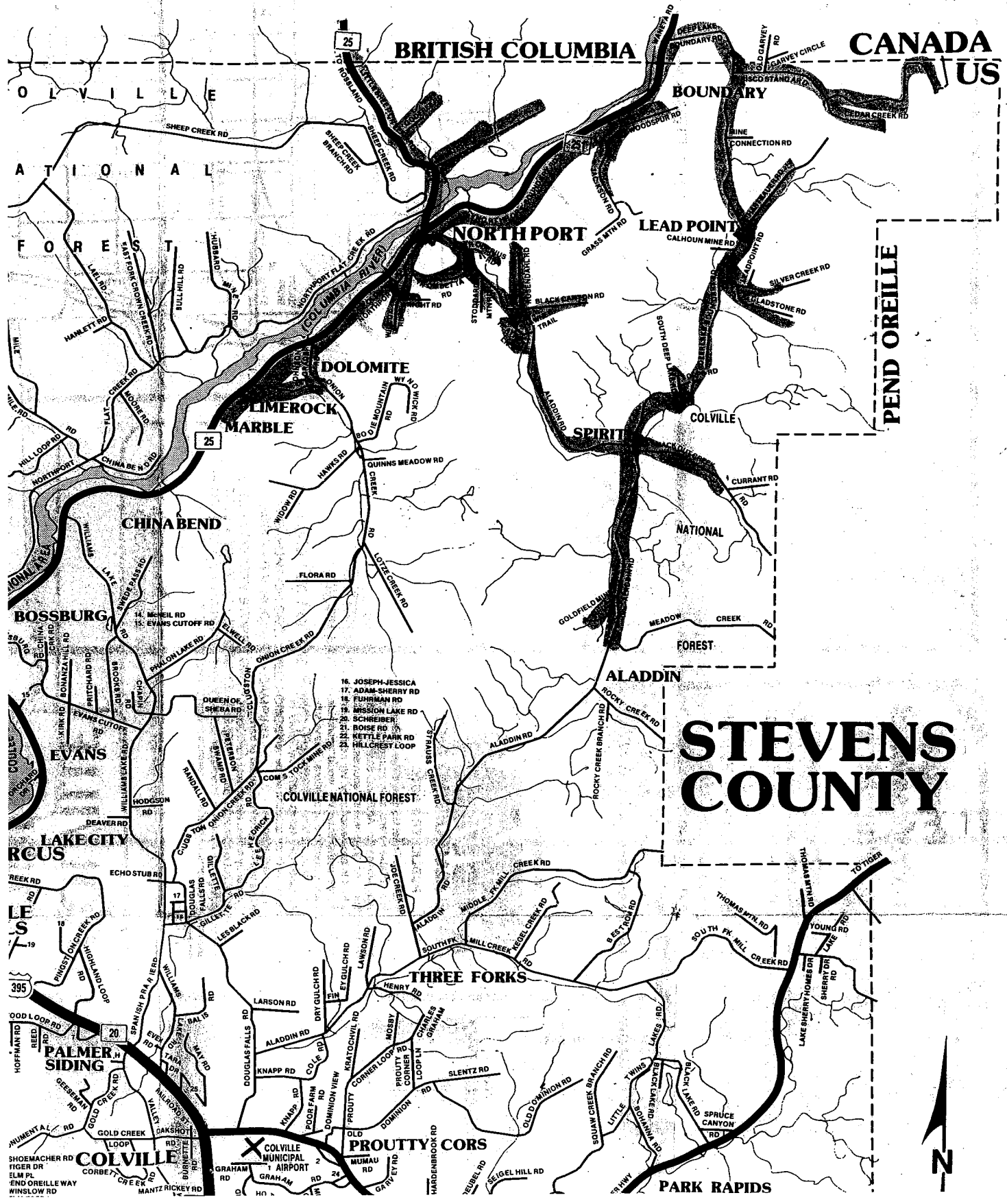
RECEIVED
WASHINGTON UTILITIES AND COMMISSION
2010 JUL -6 AM 4:44

COMPLETE EXCAVATION SERVICE AT REASONABLE RATES
"Our Most Important Product Is A Satisfied Customer"

MYRON CLAUZEL, Owner/Operator

1194 CLUGSTON CREEK RD.
COLVILLE, WA 99114

684-6469



Tariff No. 1

Cancels

Tariff No. _____

of

BARBARA ESCALANTE dba
(Name of Solid Waste Collection Company)

SEQUOIA ENTERPRISE
(Registered trade name of Solid Waste Collection Company)

Certificate Number G- 259

**NAMING RATES FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF
SOLID WASTE, AND IF NOTED, RECYCLING AND YARDWASTE
IN THE FOLLOWING DESCRIBED TERRITORY:**

(NOTE: If this tariff applies in only a portion of a company's certificate authority,
a map accurately depicting the area in which the tariff applies must be attached to the tariff)

Territory granted in permit to **BARBARA ESCALANTE**
dba **SEQUOIA ENTERPRISE**

Name of person issuing tariff BARBARA ESCALANTE

Mailing address of issuing agent: 4583 Highway 25 North

City, State/Zip Code: Northport, Washington 99157

Telephone number, including area code: (509) 732-0607

FAX number, if any: None

E-mail address, if any: None

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

Name: Barbara Escalante

Title: Owner

Phone: (509) 732-0607

E-Mail: None

Fax: None

Issue date: 7/21/02

Effective date: _____

Docket No. TG- _____

For Official Use Only
Docket: TC-021187
Order Served: 1-24-03
Effective Date: 01-25-03

By: _____

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

For the Operation of Motor Propelled Vehicles

pursuant to the provisions of Chapter 81 RCW

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

BARBARA ESCALANTE
D/B/A SEQUOIA ENTERPRISE
P.O. BOX 59
NORTHPORT, WA 99157

Cert. No
G-259

SOLID WASTE COLLECTION SERVICE (excluding the use of drop boxes) in the city of Northport and along the following roads in Stevens County:

1. Beginning at the US/Canadian border on State Route 25 at State Route Mile Post (SRMP) 121.2 mi.; thence south along State Route 25 to its intersection with Clugston-Onion Creek Road (SRMP 106.3).
2. Beginning at the intersection of State Route 25 and Old Highway Northport Road; thence following Old Highway Northport Road to its intersection with Aladdin Road; thence southerly (about 5 miles) along Aladdin Road to its intersection with the south line of Section 32 T. 38N., R.41 E.
3. Beginning at the intersection of Aladdin Road and Deep Lake Road; thence northerly and westerly along Deep Lake Road to its intersection with Northport-Boundary Road.
4. Beginning at the intersection of State Route 25 and the Northport-Boundary Road (SRMP 113.7); thence northerly along the Northport-Boundary Road to the US/Canada border.

The above authority includes service along connecting roads to off-route points within 5 miles of the above-named roads.

TG-021187

SERVICE DATE

01-23-03

JAN 24 2003

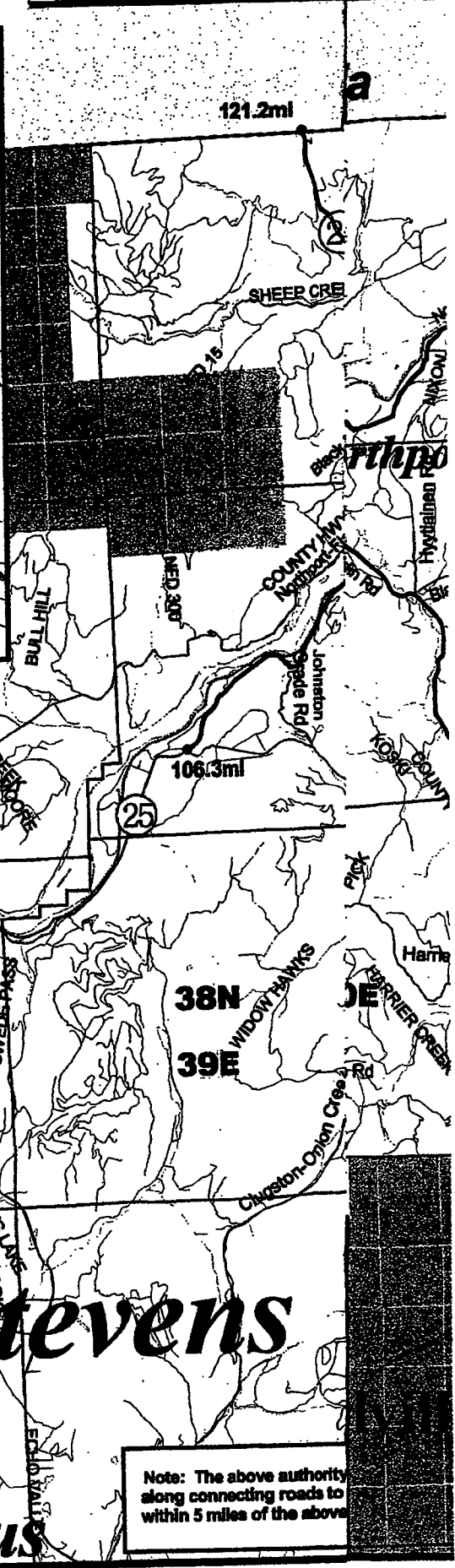
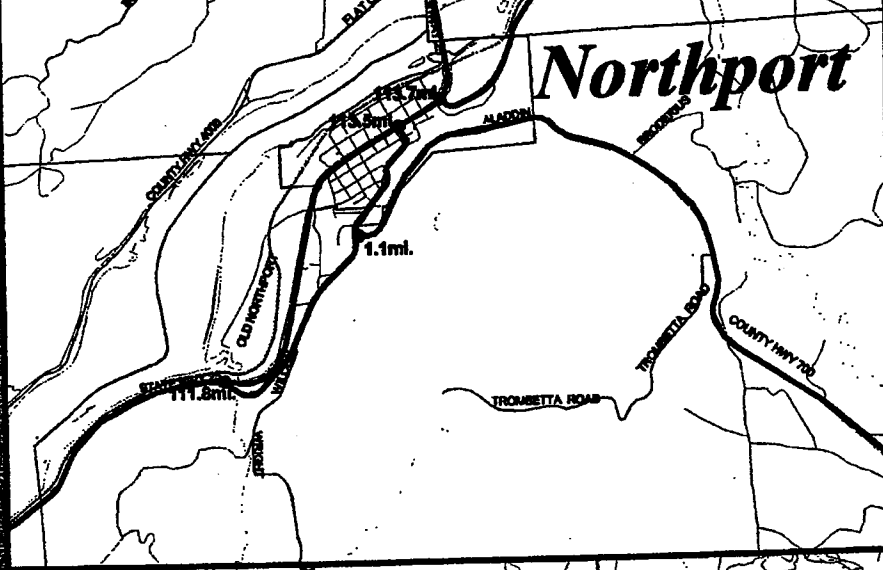
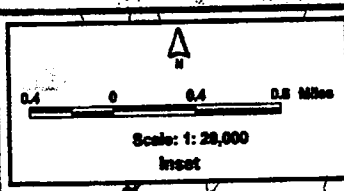
COPY

WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION

By _____



[Handwritten Signature]



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

Barbara Escalante (Owner)
 Certificate: G-006159

Legend
 TG-021187 Effective: 01-23-03

Solid Waste Service Area Route	Accumulated Debris Point in miles from SRMP (approximate).
State Route Mile Post (SRMP)	National Forest
City	National Park Service
County Lines	Military Installations
Interstate Highway	Native American Lands
Local Roads	Water (Ocean, Lake)
Rail Lines	Water (River, Creek)
State Highway	
Township Lines	
U.S. Highway	

For more information contact:
 Barbara Escalante
 UTC Commission
 2000 944-4588

Note: The above authority along connecting roads to within 5 miles of the above

Company Name/Permit Number: BARBARA ESCALANTE dba
 Registered Trade Name: SEQUOIA ENTERPRISE

CHECK SHEET

All pages contained in this tariff are listed below in consecutive order. The pages in the tariff and/or any supplements to the tariff listed on this page have issue dates that are the same as, or are before, the issue date of this page. "0" in the revision column indicates an original page.

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Subject Index 4-5	0	24	0		
Taxes Sheet	0	25	0		
6	0	26	0		
7	0	27	0		
8	0	28	0		
9	0	29	0		
10	0	30	0		
11	0	31	0		
12	0	32	0		
13	0	33	0		
14	0	34	0		
15	0	35	0		
16	0	36	0		
17	0	37	0		
18	0	38	0		
19	0	39	0		
20	0	40	0		

Supplements in Effect

Issued by: Barbara Escalante

Issue date: 7/21/02

Effective date:

Docket No. TG- _____

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By: _____

Company Name/Permit Number: BARBARA ESCALANTE dba
 Registered Trade Name: SEQUOIA ENTERPRISE

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- Item 5 – Taxes
- Item 10 – Application of Rates – General
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- Item 16 – Change in Pickup Schedule
- Item 17 – Refunds
- Item 18 – Billing, Advance Billing, Payment Delinquency Dates, Late Charges
- Item 20 – Definitions
- Item 30 – Limitation of Service
- Item 40 – Material Requiring Special Equipment, Precautions, or Disposal
- Item 45 – Material Requiring Special Testing and/or Analysis
- Item 50 – Returned Check Charges
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- Item 52 – Redelivery Fees
- Item 55 – Over-sized or Over-weight Units
- Item 60 – Overtime
- Item 70 – Return Trips
- Item 75 – Flat Monthly Charges
- Item 80 – Carryout Service, Drive-Ins
- Item 90 – Can Carriage, Overhead Obstructions, Sunken or elevated cans/units
- Item 100 – Can/Unit Service, Residential – Residential Curbside Recycling – Residential Yardwaste service
- Item 120 – Drums
- Item 130 – Litter Receptacles
- Item 140 – Bales
- Item 150 – Loose and/or Bulky Material
- Item 160 – Time Rates
- Item 200 – Application of Container and/or Drop Box Rates – General
- Item 202 – Availability of Containers and Drop Boxes
- Item 205 – Roll-Out Charges – Containers, Automated Carts, and Toters
- Item 207 – Excess Weight – Rejection of Load, Charges to Transport
- Item 210 – Washing and Sanitizing Containers and Drop Boxes
- Item 220 – Compactor Rental
- Item 230 – Disposal Fees
- Item 240 – Container Service – Non-compacted – Company-owned container
- Item 245 – Container Service – Non-compacted – Customer-owned container
- Item 250 – Container Service – Compacted – Company-owned container
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- Item 260 – Drop Box Service – Non-Compacted – Company-owned drop box
- Item 265 – Drop Box Service – Non-Compacted – Customer-owned drop box

Issued by: Barbara Escalante

Issue date: 7/21/02

Effective date:

Docket No. TG- _____

For Official Use Only

Docket: TC-021187

Order Served: 1-24-03

Effective Date: 01-25-03

By: _____

Company Name/Permit Number: **BARBARA ESCALANTE dba**
Registered Trade Name: **SEQUOIA ENTERPRISE**

- Item 270 – Drop Box Service – Compacted – Company-owned drop box
- Item 275 – Drop Box Service – Compacted – Customer-owned drop box
- Item 300 – List of Abbreviations and Symbols Used in Tariff

Issued by: **Barbara Escalante**

Issue date: **7/21/02**

Effective date: _____

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Company Name/Permit Number: < BARBARA ESCALANTE dba
Registered Trade Name: SEQUOIA ENTERPRISE

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Company Name/Permit Number: BARBARA ESCALANTE dba
Registered Trade Name: SEQUOIA ENTERPRISE

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Effective date: _____

By: _____

Company Name/Permit Number: BARBARA ESCALANTE dba
Registered Trade Name: SEQUOIA ENTERPRISE

Item 10 – Application of Rates – General

Rates named in this tariff cover the collection, transportation, and disposal of solid waste. When specifically referred to, rates also cover the collection and transportation of recyclable materials and/or yardwaste.

Title 81.77 of the Revised Code of Washington (RCW) and Chapter 480-70 of the Washington Administrative Code (WAC) govern operations of solid waste collection companies and the tariffs companies must file with the Washington Utilities and Transportation Commission (WUTC).

Unless exceptions are shown, all materials must be placed on the same level as the streets or alleys.

The company may charge additional amounts for disposal fees only when specifically stated in the tariff and separately shown on customer bills.

Item 15 – Holiday Pickup – Regularly Scheduled Service

When a pickup is missed due to the company's observance of a holiday, the company will provide service, at no additional cost to the customer, on an alternate day.

A list of the holidays the company observes is shown in Item 60.

For application of rates in this tariff, the company defines alternate day to mean the following:

[Company must insert here its definition of "alternate day".]

The next day after said holiday.

Item 16 – Change in Pickup Schedule

When a company changes the pick-up date for its certificate area, or a portion of its certificate area, the company must notify all customers in the affected area of that change.

Notice must be made at least seven days before implementation of the new pickup schedule and may be made via mail, personal contact, or by a notice being affixed to the customer's solid waste receptacle.

Issued by: Barbara Escalante

Issue date: 7/21/02

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Company Name/Permit Number: BARBARA ESCALANTE dba
Registered Trade Name: SEQUOIA ENTERPRISE

Item 17 – Refunds

Credit due the customer. When there has been a transaction that results in a credit due the customer, the following apply:

- (a) If the amount due is five dollars or less, an adjustment will be made to the customer's account. The adjustment must be shown on the next regular bill.
- (b) If the amount due is more than five dollars, the customer may accept an account adjustment or may request a refund.
 - If the customer elects to have an account adjustment made, the adjustment must show on the next regular billing.
 - If the customer elects to receive a refund, the company must issue a check within thirty days of the request.

Overcharges. Once a company becomes aware that it has overcharged a customer, it must provide a refund or an account adjustment credit to the customer. The customer must be given a choice as to which option is preferred. The refund or credit must be the amount overcharged in the three years before the date of discovery.

- If the customer elects to have an account adjustment made, the adjustment must show on the next regular billing.
- If the customer elects to receive a refund, the company must issue a check within thirty days of the request.

Prepayments. If a customer has paid service fees in advance, service is discontinued during the pre-billed period, and the customer is due a refund, the following apply:

- (a) A company must honor all requests for refunds of the unused portion of prepayments.
- (b) If the customer provides a forwarding address to the company or one can be obtained from the Post Office, the company must issue a refund check no more than thirty days following the customer's request.
- (c) If the customer cannot be located or did not provide a forwarding address and the U.S. Post Office cannot furnish a forwarding address, the amount may be presumed to be abandoned and is subject to the Uniform Unclaimed Property Act after one year.

Issued by: Barbara Escalante

Issue date: 7/21/02

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Effective date: _____

By: _____

Company Name/Permit Number: **BARBARA ESCALANTE dba**
 Registered Trade Name: **SEQUOIA ENTERPRISE**

Item 18 – Billing, Advance Billing, and Payment Delinquency Dates

Billing period. A company may bill its customers for one, two, or three months of service.

Advance billing and payment delinquency dates. The following chart defines the maximum period allowed for advance billing and the date when a bill may be considered delinquent:

Billing period	Maximum advance billing period allowed	Delinquency date
One month's service (monthly)	No advance billing allowed	May not be less than twenty-one days after the date the bill is mailed
Two months' service	One months' advanced billing allowed	May not be until the last day of the second month
Three months' service	Two months' advance billing allowed	May not be until the last day of the third month

The billing period chosen by the company operating under this tariff for residential solid waste accounts is: Two months service.

Late charges. Customers with past due accounts after the delinquency dates specified in the chart above will be charged a late fee of 1% per month on outstanding balances. The minimum charge per month is \$1.00.

Issued by: **Barbara Escalante**

Issue date: 7/21/02

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Effective date: _____

By: _____

Company Name/Permit Number: BARBARA ESCALANTE dba

Registered Trade Name: SEQUOIA ENTERPRISE

Item 20 – Definitions

NOTE: The definitions shown on the first three pages of this item are standard, in most cases prescribed by rule. Companies may not amend these definitions. Companies wishing to add definitions specific to their company's operations must include those definitions on a separate page, entitled, "Company-specific definitions." A blank sheet is provided for that purpose.

Bale: Material compressed by machine and securely tarped or banded.

Bulky Materials: Empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling.

Charge: A set flat fee for performing a service. Or, the result of multiplying a rate for a unit times the number of units transported.

Commercial Billing: Service billed to a commercial customer or billed to, and paid for, by a property manager or owner rather than a residential tenant.

Compacted Material: Material that has been compressed by any mechanical device either before or after it is placed in the receptacle handled by the company.

Compactor Disconnect/ Reconnect Charge: A flat fee established by the solid waste collection company for the service of disconnecting a compactor from a drop box or container before taking it to be dumped, and then reconnecting the compactor when the drop box or container is returned to the customer's site.

Gate charge: A flat fee charged for opening, unlocking, or closing gates in order to pick up solid waste.

Loose material: Material not set out in bags or containers, including materials that must be shoveled.

Multi-family residence: Any structure housing two or more dwelling units.

Packer: A device or vehicle specially designed to pack loose materials.

Pass through fee: A fee collected by a solid waste collection company on behalf of a third party when the fee is billed directly to the customer without markup or markdown.

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Registered Trade Name: SEQUOIA ENTERPRISE

Item 20 – Definitions, continued

Permanent service: Container and drop-box service provided at the customer's request for more than ninety days.

Rate: A price per unit or per service. A rate is multiplied times the number of units transported or the number of times a service is performed to determine a charge.

Solid waste receptacle: includes the following items, with the following meanings:

Automated cart means a cart designed to be picked up and emptied by mechanical means. The specific type and size are to be defined in rate items.

Can means a receptacle made of durable, corrosion-resistant, nonabsorbent material that is watertight, and has a close-fitting cover and two handles. A can holds more than twenty gallons, but not more than thirty-two gallons. A can may not weigh more than 50 pounds when filled.

Cart means a wheeled plastic container. A cart may also be referred to as a toter. If supplied by a customer, a cart must be compatible with the company's equipment. The size and type of cart that is compatible will be established in each company's tariff.

Container means a detachable receptacle (normally designed to hold at least a cubic yard of solid waste) from which materials are collected by mechanically lifting the receptacle and emptying the contents into the company's vehicle.

Drop box means a detachable receptacle used to provide solid waste collection service by the receptacle being placed on the company's vehicle by mechanical means and transported to a disposal site.

Drum means a metal or plastic container of approximately fifty-gallon capacity, generally used for oils or solvents. A drum may not weigh more than N/A when filled.

Litter receptacle means a container not over sixty-gallon capacity, generally placed in shopping centers and along streets or highways for litter. A litter receptacle may not weight more than N/A pounds when filled.

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Item 20 – Definitions, continued

Micro-mini can means a can made of durable, corrosion-resistant, nonabsorbent material that is watertight and has a close-fitting cover. A micro-mini can may not hold more than ten gallons. A micro-mini can may not weight more than N/A pounds when filled.

Mini-can means a can made of durable, corrosion resistant, nonabsorbent material that is watertight and has a close-fitting cover. A mini-can may not hold more than twenty gallons. A mini-can may not weight more than N/A pounds when filled.

Recycling bin or container means a bin or container designed or designated for the collection of recyclables. The size and type of recycling bin or container will be established in each company's tariff.

Toter means a wheeled plastic container. A toter may also be referred to as a cart. If supplied by customer, a toter must be compatible with the company's equipment. The size and type of toter that is compatible will be established in each company's tariff.

Unit means a receptacle made of durable, corrosion-resistant, nonabsorbent material, that is watertight, and has a close-fitting cover and two handles. A unit holds more than twenty gallons, but not more than thirty-two gallons or four cubic feet. A unit may not weigh more than 50 pounds when filled.

Where agreed on between the company and the customer, and where allowable under local ordinance, a box, carton, cardboard barrel or other suitable container may be substituted for a solid waste can, for a single pick-up that includes removal of the container, if it meets the size and weight limits established in the company's tariff.

Yardwaste bin or container means a bin or container specifically designed or designated for the collection of yardwaste. Each company's tariff will refer to a specific type of yardwaste bin or container to be used by customers in a service area. The type, size, weight, etc., of this type of bin or container will often be set by local government plans or ordinances.

Special pick-up: A pick-up requested by the customer at a time other than the regularly scheduled pick-up time, that requires the special dispatch of a truck. If a special dispatch is required, the company will assess time rates established in the company's tariff.

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Item 20 -Definitions, continued

- Supplement: A page added to the beginning of a tariff, normally to cover emergency, temporary, or special situations. An example is a page issued to show a special surcharge imposed by a city.
- Temporary service: Temporary service means providing container or drop-box service at the customer's request, for a period of ninety days or less.
- Unlatching: Another term for a gate charge. A flat fee imposed by a solid waste collection company when the company's personnel must unlatch a gate or door to perform pickup service.
- Unlocking: A flat fee imposed by a solid waste collection company when the company's personnel must unlock padlocks or other locking devices to perform pickup services.

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Item 30 – Limitations of Service

Refusal of service. A solid waste collection company may refuse to:

- Pick up materials from points where it is hazardous, unsafe, or dangerous to persons, property, or equipment to operate vehicles due to the conditions of streets, alleys, or roads.
- Drive into private property when, in the company's judgment, driveways or roads are improperly constructed or maintained, do not have adequate turn-arounds, or have other unsafe conditions.
- Enter private property to pick up material while an animal considered or feared to be vicious is loose. The customer will be required to confine the animal on pickup days.

Schedules. A company's schedule will meet reasonable requirements and will comply with local service level ordinances.

Missed pickups due to weather or road conditions. Pickup of materials may be missed due to weather or road conditions. If the accumulated material (solid waste and/or recyclables, and/or yardwaste) is collected on the next scheduled or available pickup date, the company is not obligated to extend credit for the missed pickup. The customer will not be charged for overfilled receptacles, or for materials set out in bags on top of or next to the customer's normal receptacles if the amount of extra material does not exceed the amount that would have reasonably been expected to accumulate due to missed pickups.

Due care. Other than to offer reasonable care, the company assumes no responsibility for articles left on or near solid waste receptacles.

Liability for damage. When a customer requests that a company provide service and damage occurs to the customer's driveway due to reasons not in the control of the company, the company will assume no responsibility for the damage.

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Item 40 – Material Requiring Special Equipment, Precautions, or Disposal

Transportation of solid waste requiring special equipment or precautions in handling or disposal will be subject to time rates named in Item 160, or to other specific rates contained in this tariff.

Companies must make every effort to be aware of the commodities that require special handling at the disposal sites named in the company's tariffs. The company shall maintain a list of those commodities and make it available for public inspection at the company's office.

Item 45 – Material Requiring Special Testing and/or Analysis

When a solid waste collection company or disposal facility determines that testing and/or analysis of solid waste is required to determine whether dangerous or prohibited substances are present, the actual cost for such testing and/or analysis will be paid by the customer. The company must provide the customer with a copy of any bill or invoice for costs incurred for testing and/or analysis and also must retain a copy in the company's file for at least three years. Those costs shall be passed through to the customer without markup. The company must maintain records of time spent to accomplish the special testing and/or analysis, and may bill the customer for that time under the provisions of Item 160 (Time Rates).

Item 50 – Returned Check Charges

Returned check charge. If a customer pays with a check, and the customer's bank refuses to honor that check, the customer will be assessed a returned check charge in the amount of \$ 25.00.

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Item 51 – Restart Fees

\$10.00

Item 52 – Redelivery Fees

\$10.00

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Item 55 – Over-sized or Over-weight Cans or Units

The company reserves the right to reject pickup of any residential receptacle (can, unit, bag, mini-can, or micro mini-can) which, upon reasonable inspection exceeds the size and weight limits shown in Item 20.

- If the receptacle exceeds the size and/or limits stated in Item 20, is overfilled, or the top is unable to be closed, but the company transports the materials, the following additional charges will apply:

\$3.50 per 32 gal can/bag

Note: For charges applying on overweight totes, carts, containers, or drop boxes see item 207.

Item 60 – Overtime Periods

Companies will assess additional charges when providing services, at customer request, during overtime periods. Overtime periods include Saturdays, Sundays, and the following holidays:

<u>NEW YEARS DAY</u>	
<u>INDEPENDENCE DAY</u>	
<u>CHRISTMAS DAY</u>	

Time is to be recorded to the nearest increment of 15 minutes from the time the company's vehicle leaves the terminal until the time it returns to the terminal.

No additional charge will be assessed to customers for overtime or holiday work performed solely for the company's convenience.

Charge per hour \$ 25.00

Minimum Charge \$ 25.00

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Item 70 - Return Trips

When a company is required to make a return trip, that does not require the special dispatch of a truck, to pick up material that was unavailable for collection for reasons under the control of the customer, the following additional charges, per pickup, will apply.

Can, unit, mini-can, or micro-mini can..... \$ 25.00

Drum \$ N/A

Bale \$ N/A

Litter Receptacle \$ N/A

Drop Box..... \$ N/A

Container..... \$ N/A

Toter, _____ gallons \$ N/A

Toter, _____ gallons \$ N/A

Recycling containers..... \$ N/A

Other _____ \$ _____

Other _____ \$ _____

NOTE: Return trips requiring the special dispatch of a truck are considered special pickups and are charged for under the provisions of Item 160 (Time Rates).

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Item 75 – Flat Monthly Charges

This rule applies in connection with Items 120, 130, 240, 245, 250, 255, 260, 265, 270, and 275.

A flat monthly charge may be assessed if computed as follows:

1. If weekly service is provided: Multiply the rate times 4.33 and then multiply that figure times the number of units picked up.
2. If every other week service is provided: Multiply the rate times 2.17 and then multiply that figure times the number of units picked up.
3. For Items 240, 250, 260, and 270: For permanent, regularly scheduled pickups, a flat monthly charge may be assessed if computed as follows:
 - a. For weekly service, each container provided:
 - i. If monthly rent is shown: monthly rent plus (4.33 times pickup rate times number of pickups per week)
 - ii. If monthly rent is not shown: 1st pickup rate plus (3.33 times additional pickup rate) plus (4.33 times additional pickup rate times additional weekly pickups).
 - b. For every-other week service, each container provided:
 - i. If monthly rent is shown: monthly rent plus (2.17 times pickup rate times number of pickups per week)
 - ii. If monthly rent is not shown: 1st pickup rate plus (1.17 times additional pickup rate) plus (2.17 times additional pickup rate times additional weekly pickups).

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 Registered Trade Name: **SEQUOIA ENTERPRISE**

Item 80 – Carry-out Service, Drive-Ins

Companies will assess the following additional charges when customers request that company personnel provide carry-out service of cans/units not placed at the curb, the alley, or other point where the company's vehicle can be driven to within five feet of the cans/units using improved access roads commonly available for public use. Driveways are not considered improved access roads commonly available for public use.

Charge for Carry-outs	Rate	
	Residential Per Unit, Per Pickup	Commercial Per Unit, Per Pickup
Cans, units, mini-cans, or micro-mini cans that must be carried out over 5 feet, but not over 25 feet	.40¢	.50¢
For each additional 25 feet, or fraction of 25 feet, add	.40¢	.50¢

NOTE: The company may elect to drive in at the rates shown above, except the charge will be limited to one can, unit, mini-cans or micro-mini can. If cans, units, mini-cans, or micro-mini cans are carried over 125 feet, but are safely accessible to the company's vehicle, the drive-in charges shown below must be assessed instead.

Charge for Drive-ins (per pickup)	Rate	
	Residential Per Pickup	Commercial Per Pickup
Drive-ins on driveways of over 125 feet, but less than 250 feet	\$1.00	\$1.50
Drive-ins on driveways of over 250 feet, but less than 1/10 mile.	\$1.50	\$1.75
For each 1/10 mile over 1/10 mile.	.25¢	.50¢

Note: For the purpose of assessing drive-in fees, a driveway is defined as providing access to a single residence. If a driveway provides access to multiple residences or accounts, no drive-in fees will be assessed.

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 Registered Trade Name: SEQUOIA ENTERPRISE

Item 90 – Can Carriage – Special Services

	Rate	
	Residential Per Unit, Per Pickup	Commercial Per Unit, Per Pickup
Stairs or steps – for each step up or down	.05¢	.08¢
Overhead obstructions – for each overhead obstruction less than 8 feet from the ground	N/A	N/A
Sunken or elevated cans/units – for cans, units, mini-cans, or micro-mini cans fully or partially under ground or over 4 feet above ground, but not involving stairs or steps	N/A	N/A

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Item 100 – Residential Service -- Monthly Rates (continued on next page)

Rates in this item apply:

- (1) To solid waste collection, curbside recycling (where noted) and yardwaste collection services (where noted) for residential property. This includes single family dwellings, duplexes, apartments, mobile homes, condominiums, etc., where service is billed directly to the occupant of each residential unit; and/or
- (2) When required by a local government service level ordinance solid waste collection, curbside recycling, and yardwaste service must be provided for single-family dwellings, duplexes, mobile homes, condominiums and apartment buildings of less than N/A residential units, where service is billed to the property owner or manager.

Rates below apply in the following service area:

Number of Units or Type of Container	Frequency of Service	Garbage Service Rate	Recycle Service Rate	Yardwaste Service Rate
Micro-mini				
Mini can				
Recycle only		n/a		n/a
2-32gal	WG	47.63	n/a	n/a
2-32gal	EOWG	24.95	n/a	n/a
2-45gal	WG	49.79	n/a	n/a
2-45gal	EOWG	27.12	n/a	n/a
3-45gal	WG	110.41	n/a	n/a
3-45gal	EOWG	55.33	n/a	n/a

Number of Units or Type of Container	Frequency of Service	Garbage Service Rate	Recycle Service Rate	Yardwaste Service Rate

Frequency of Service Codes: WG=Weekly Garbage; EOWG=Every Other Week Garbage; MG=Monthly Garbage; WR=Weekly Recycling; EOWR=Every Other Week Recycling; MR=Monthly Recycling
 List others used:

- Note 1: Description/rules related to recycling program are shown on page N/A.
- Note 2: Description/rules related to yardwaste program are shown on page N/A.
- Note 3: In addition to the recycling rates shown above, a recycling credit/debit of \$ N/A applies.

Notes for this item are continued on next page.

Recycling service rates on this page expire: N/A

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Item 100 – Residential Service – Monthly Rates (continued from previous page)

Note 4: Customers will be charged for service requested even if fewer units are picked up on a particular trip. No credit will be given for partially filled cans. No credit will be given if customer fails to set receptacles out for collection.

Note 5: For customers on automated service routes: The company will assess roll-out charges where, due to circumstances outside the control of the driver, the driver is required to move an automated cart or toter more than 10 feet in order to reach the truck. The charge for this roll-out service is: \$.50 per cart or toter, per pickup.

Note 6: The charge for an occasional extra residential bag, can, unit, toter, mini-can, or micro-mini can on a regular pickup is:

Type of receptacle	Rate per receptacle, per pickup
32-gallon can or unit	\$ 3.50
Mini-can	\$ N/A
Micro-mini can	\$ N/A
60-gallon toter	\$ N/A
90-gallon toter	\$ N/A
Bag	\$ 3.50
Other: 45gal cart	\$ 3.75

Note 7: Customers may request no more than one pickup per month, on an "on call" basis, at \$ 3.50 per can/unit. Service will be rendered on the normal scheduled pickup day for the area in which the customer resides. Note: If customer requires service be provided on other than normal scheduled pickup day, rates for special pickups will apply.

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Item 100 – Residential Service – Monthly Rates (continued)

Curbside recycling provisions shown on this page apply only in the following service area:

N/A

Following is a description of the recycling program (type of containers, frequency, etc.). Program provided in accordance with Ordinance No. _____ of _____ (name of county or city).

Special rules related to recycling program:

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Item 100 – Residential Service – Monthly Rates (continued)

Yardwaste service provisions shown apply only in the following service area:

N/A

Following is a description of yardwaste program (type of containers, frequency, etc.). Program provided in accordance with Ordinance No. _____ of _____ (name of county or city).

Special rules relating to yardwaste program:

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Company Name/Permit Number: **BARBARA ESCALANTE dba**
 Registered Trade Name: **SEQUOIA ENTERPRISE**

Item 105 – Multi-family Service – Monthly Rates

Service Area: N/A

	gallons	gallons	gallons	yards	yards	yards	yards
Number of Receptacles							
Frequency of Service							
Initial Delivery Charge							
Rent Per Day							
Rent Per Month							
Pickup Charge (See Notes 1,2 & 3)							
Special Pickup Charge							

Frequency of Service Codes: W=weekly; EOW – Every other week; M = Monthly; Other _____

Note 1: The charge included in this rate for recycling is: \$ N/A . Description/rules related to recycling program are shown on page _____.

Note 2: The charge included in this rate for yardwaste is: \$ N/A . Description/rules related to yardwaste program are shown on page _____.

Note 3: Recycling credit/debit (if applicable) included in this rate is: \$ N/A .

Note 4: Customers will be charged for service requested even if fewer units are picked up on a particular trip. No credit will be given for partially filled cans. No credit will be given if customer fails to set receptacles out for collection.

Note 5: The charge for an occasional extra residential can, unit, toter, mini-can, or micro-mini can on a regular pickup is:

Type of receptacle	Rate per receptacle, per pickup
32-gallon can or unit	\$
Mini-can	\$
Micro-mini can	\$
60-gallon toter	\$

Type of receptacle	Rate per receptacle, per pickup
90-gallon toter	\$
Other:	\$
Other:	\$
Other:	\$

Note 6: Customers may request no more one pickup per month, on an "on call" basis, at \$ N/A per can/unit. Service will be rendered on the normal scheduled pickup day for the area in which the customer resides. Note: If customer requires service be provided on other than normal scheduled pickup day, rates for special pickups will apply.

Recycling service rates on this page expire: N/A

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Registered Trade Name: SEQUOIA ENTERPRISE

Item 105 – Multi-family service (continued)

Yardwaste program provisions shown on this page apply only in the following service area:

N/A

Following is a description of the yardwaste program (type of containers, frequency, etc.). Program provided in accordance with Ordinance No. _____ of _____ (name of county or city).

Special rules relating to yardwaste program:

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Registered Trade Name: **SEQUOIA ENTERPRISE**

Item 105 – Multi-family service (continued)

Yardwaste program provisions shown on this page apply only in the following service area:

N/A

Following is a description of the yardwaste program (type of containers, frequency, etc.). Program provided in accordance with Ordinance No. _____ of _____ (name of county or city).

Special rules relating to yardwaste program:

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Item 120 – Drums
N/A

Type of Service	Rate Per Drum, Per Pickup
Regular Route Service	\$
Special Pickup	\$

Item 130 – Litter Receptacles and Litter Toters
N/A

Customer-owned Receptacle	Rate Per Receptacle, Per Pickup
Size or Type:	\$
Size or Type:	\$
Company-owned Receptacle	
Size or Type:	\$
Size or Type:	\$

Item 150 – Loose and Bulky Material

Special trips: Time rates in Item 160 apply.

N/A

Regular Route:

	1 to 4 cubic yards Rate per Yard	Additional cubic yards Rate per Yard	Minimum Charge Per Pickup	Carry Charge Per each 5 feet over 8 feet
Bulky materials	\$	\$	\$	\$
Loose material (customer load)	\$	\$	\$	\$
Loose material (Company load)	\$	\$	\$	\$

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Item 160 – Time Rates

When time rates apply. Time rates named in this Item apply:

- When material must be taken to a special site for disposal;
- When a company's equipment must wait at, or return to, a customer's site to provide scheduled service due to no disability, fault, or negligence on the part of the company. Actual waiting time or time taken in returning to the site will be charged for; or
- When a customer orders a single, special, or emergency pickup, or when other items in this tariff refer to this Item.

How rates are recorded and charged. Time must be recorded and charged for to the nearest increment of 15 minutes. Time rates apply for the period from the time the company's vehicle leaves the company's terminal until it returns to the terminal, excluding interruptions. An interruption is a situation causing stoppage of service that is in the control of the company and not in the control of the customer. Examples include: coffee breaks, lunch breaks, breakdown of equipment, and similar occurrences.

Disposal fees in addition to time rates.. Item 230 disposal fees for the specific disposal site or facility used will apply in addition to time rates.

Rates per hour: \$50.00

Type of equipment ordered	Rate Per Hour		
	Truck and driver	Each Extra Person	Minimum Charge
Single rear drive axle:			
Non-packer truck	\$ 50.00	\$ 10.00	\$ 50.00
Packer truck	\$ 50.00	\$ 10.00	\$ 50.00
Drop-box truck.....	\$ N/A	\$ N/A	\$ N/A
Tandem rear drive axle:			
Non-packer truck	\$ N/A	\$ N/A	\$ N/A
Packer truck	\$ N/A	\$ N/A	\$ N/A
Drop-box truck.....	\$ N/A	\$ N/A	\$ N/A

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Item 200 -- Containers and/or Drop Boxes -- General Rules

Availability. A company must maintain a supply of all sizes of containers and drop boxes for which rates are listed in this tariff. If a customer requests a container or drop box of a size listed in the company's tariff, and the company is unable to provide the requested size within 7 days of the customer request, the customer must be notified in writing or by telephone.

Alternate-sized containers and/or drop boxes. If the company cannot provide the requested-sized container or drop box (and that size is listed in the company's tariff), the company must provide alternate-sized containers or drop boxes, sufficient to meet the capacity originally requested by the customer, at the same rates as would have applied for the requested container or drop box.

Disposal fees due on alternate-sized drop boxes. If the company provides alternate-sized drop boxes, the customer is responsible for all lawfully applicable disposal fees resulting from the use of the alternate-drop boxes.

Rates on partially-filled containers and/or drop boxes. Full pickup and rental rates apply regardless of the amount of waste material in the container or drop box at pickup time.

Rates for compacted materials. Rates for compacted material apply only when the material has been compacted before its pickup by the company.

Rates for loose material. Loose material dumped into the company's packer truck is subject to the rates for non-compacted material even though the material may be compacted later in the packer truck.

Permanent and temporary service. The following rules apply:

- (a) If a customer requests a container or drop box for less than 90 days, the customer will be billed at temporary service rates.
- (b) If a temporary service customer notifies the company that it has decided to retain the container or drop box for more than 90 days, permanent service rates will be assessed from the 91st day until the end of the period the customer retains the container or drop box.
- (c) If a customer requests a container or drop box for more than 90 days, the customer will be billed under permanent rates. If that customer cancels service before the end of the 90-day period, the company may not rebill the customer at temporary service rates. The intent of the customer at the time service was requested applies.

Issued by: Barbara Escalante

Issue date: 7/21/02

Docket No. TG- _____

For Official Use Only
Docket: TC-021187
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Effective date: _____

By: _____

Company Name/Permit Number: BARBARA ESCALANTE dba
Registered Trade Name: SEQUOIA ENTERPRISE

Item 205 -- Roll-Out Charges -- Containers, automated carts, and toters

Charges for containers. The company will assess roll-out charges where, due to circumstances outside the control of the driver, the driver is required to move a container more than five feet, but less than 25 feet, in order to reach the truck. The charge for this roll-out service is:

\$.50 per container, per pickup

Over 25 feet, the charge will be the charge for 25 feet, plus \$.05 per increment of 5 feet.

Charges for automated carts or toters. The company will assess roll-out charges where, due to circumstances outside the control of the driver, the driver is required to move an automated cart or toter more than N/A feet in order to reach the truck. The charge for this roll-out service is:

\$ N/A per cart or toter, per pickup

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Company Name/Permit Number: BARBARA ESCALANTE dba
 Registered Trade Name: SEOUOTA ENTERPRISE

Item 207 – Excess Weight – Rejection of Load, Charges to Transport

The company reserves the right to reject pickup of any container, stationary packer, or drop box which, upon reasonable inspection:

- Appears to be overloaded;
- Would cause applicable vehicle load limitations to be exceeded;
- Would cause the company to violate load limitations or safe vehicle operation; and/or
- Would negatively impact or otherwise damage road surface integrity.

For the purposes of this tariff, the following maximum weights apply:

Type/Size of Container, Drop Box, Toter, or Cart	Maximum Weight Allowance (in pounds)
32-gallon cans	65 pounds
45-gallon carts	75 pounds

Type/Size of Container, Drop Box, Toter, or Cart	Maximum Weight Allowance (in pounds)

Overfilled or overweight, charges if transported. If the container, drop box, toter, or cart exceeds the limits stated above, is filled beyond the marked fill line, or the top is unable to be closed, but the company transports the materials, the following additional charges will apply:

Type/Size of Container, Drop Box, Toter, or Cart	Charge
32-gallon cans	\$ 3.50 per extra
45-gallon carts	\$ 3.75 per extra
	\$ per
	\$ per
	\$ per
	\$ per

Type/Size of Container, Drop Box, Toter, or Cart	Charge
	\$ per
	\$ per
	\$ per
	\$ per
	\$ per
	\$ per

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By: _____

Company Name/Permit Number: BARBARA ESCALANTE dba
 Registered Trade Name: SEQUOIA ENTERPRISE

Item 210 – Washing and Sanitizing Containers and/or Drop Boxes

Upon customer request, the company will provide washing and sanitizing service at the following rates:

N/A

Size or Type of Container or Drop Box	Rate
	\$ per
	\$ per
	\$ per
	\$ per
	\$ per
	\$ per
	\$ per

Item 220 – Compactor Rental

Customers must pay the following additional charges for compactors furnished by the company. Charges named are for compactors only and do not include drop box or container charges. See items 250 and 270 for container charges.

Customers must pay the costs of installation. N/A

Rated cubic yard Capacity of charge box	Monthly rental charge:
1 cubic yard	\$
2 cubic yards	\$
3 cubic yards	\$
4 cubic yards	\$
	\$
	\$

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Company Name/Permit Number: BARBARA ESCALANTE dba
 Registered Trade Name: SEQUOIA ENTERPRISE

Item 240 – Container Service – Dumped in Company's Vehicle
Non-Compacted Material (Company-owned container)
 Rates stated per container, per pickup

Service Area: N/A

Permanent Service	Size or Type of Container					
	Yard	Yard	Yard	Yard	Yard	Yard
Monthly Rent, if applicable	\$	\$	\$	\$	\$	\$
First Pickup	\$	\$	\$	\$	\$	\$
Each Additional Pickup	\$	\$	\$	\$	\$	\$
Special Pickups	\$	\$	\$	\$	\$	\$
Temporary Service						
Initial Delivery	\$	\$	\$	\$	\$	\$
Pickup Rate	\$	\$	\$	\$	\$	\$
Rent Per Calendar Day	\$	\$	\$	\$	\$	\$
Rent Per Month	\$	\$	\$	\$	\$	\$

- Note 1: **Permanent Service:** Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.
- Note 2: **Permanent Service:** If rent is shown, the rate for the first pickup and each additional pickup must be the same. If rent is not shown, it is to be included in the rate for the first pickup.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

N/A

Issued by: Barbara Escalante

Issue date: 7/21/02

Effective date: _____

Docket No. TG- _____

For Official Use Only
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 Effective Date: 01-25-03

By: _____

Company Name/Permit Number: BARBARA ESCALANTE dba
 Registered Trade Name: SEQUOIA ENTERPRISE

Item 245 – Container Service – Dumped in Company's Vehicle
Non-Compacted Material (Customer-owned container)
 Includes Commercial Can Service
 Rates stated per container, per pickup

Service Area:

N/A

Permanent Service N/A	Size or Type of Container					
	32-gallon can or unit	___ Gal. Toter	___ Yard	___ Yard	___ Yard	___ Yard
Each Scheduled Pickup	\$	\$	\$	\$	\$	\$
Special Pickups	\$	\$	\$	\$	\$	\$
Temporary Service N/A						
Pickup Rate	\$	\$	\$	\$	\$	\$

Note 1: Permanent Service: Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

N/A

Issued by: Barbara Escalante

Issue date: 7/21/02

Effective date:

Docket No. TG- _____

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By: _____

Company Name/Permit Number: BARBARA ESCALANTE dba
 Registered Trade Name: SEQUOIA ENTERPRISES

Item 250 – Container Service – Dumped in Company's Vehicle
Compacted Material (Company-owned container)
 Rates stated per container, per pick up

Service Area: N/A

Permanent Service	Size or Type of Container					
	Yard	Yard	Yard	Yard	Yard	Yard
Monthly Rent, if applicable	\$	\$	\$	\$	\$	\$
First Pickup	\$	\$	\$	\$	\$	\$
Each Additional Pickup	\$	\$	\$	\$	\$	\$
Special Pickups	\$	\$	\$	\$	\$	\$
Temporary Service						
Initial Delivery	\$	\$	\$	\$	\$	\$
Pickup Rate	\$	\$	\$	\$	\$	\$
Rent Per Calendar Day	\$	\$	\$	\$	\$	\$
Rent Per Month	\$	\$	\$	\$	\$	\$

- Note 1: **Permanent Service:** Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.
- Note 2: **Permanent Service:** If rent is shown, the rate for the first pickup and each additional pickup must be the same. If rent is not shown, it is to be included in the rate for the first pickup.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.)

N/A

Issued by: Barbara Escalante

Issue date: 7/21/02

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By: _____

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Company Name/Permit Number: **BARBARA ESCALANTE dba**
Registered Trade Name: **SEQUOIA ENTERPRISE**

Item 255 – Container Service – Dumped in Company's Vehicle
Compacted Material (Customer-owned container)
Rates stated per container, per pick up

Service Area: **N/A**

Permanent Service	Size or Type of Container					
	Yard	Yard	Yard	Yard	Yard	Yard
Each Scheduled Pickup	\$	\$	\$	\$	\$	\$
Special Pickups	\$	\$	\$	\$	\$	\$
Temporary Service						
Pickup Rate	\$	\$	\$	\$	\$	\$

Note 1: **Permanent Service:** Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

N/A

Issued by: **Barbara Escalante**

Issue date: 7/21/02

Docket No. TG- _____

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Effective Date: 01-25-03

Effective date: _____

By: _____

Company Name/Permit Number: BARBARA ESCALANTE dba
 Registered Trade Name: SEQUOIA ENTERPRISE

Item 260 – Drop Box Service – To Disposal Site and Return
Non-Compacted Material (Company-owned drop box)
 Rates stated per drop box, per pick up

Service Area: N/A

Permanent Service	Size or Type of Container					
	Yard	Yard	Yard	Yard	Yard	Yard
Monthly Rent, if applicable	\$	\$	\$	\$	\$	\$
First Pickup	\$	\$	\$	\$	\$	\$
Each Additional Pickup	\$	\$	\$	\$	\$	\$
Special Pickups	\$	\$	\$	\$	\$	\$
Temporary Service						
Initial Delivery	\$	\$	\$	\$	\$	\$
Pickup Rate	\$	\$	\$	\$	\$	\$
Rent Per Calendar Day	\$	\$	\$	\$	\$	\$
Rent Per Month	\$	\$	\$	\$	\$	\$

Note 1: Rates in this item are subject to disposal fees named in Item 230.

Note 2: Rates named in this item apply for all hauls not exceeding 5 miles measured from the point of pickup to the disposal site. Excess miles shall be charged for at \$ _____ per mile or fraction of a mile. Mileage charge is in addition to all regular charges.

Note 3: **Permanent Service:**

- (a) Service is defined as no less than scheduled, once a month pickup, unless local government requires more frequent service or unless putrescibles are involved.
- (b) If a drop box is retained by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups. Monthly rental charges will be prorated when a drop box is retained for only a portion of a month.
- (c) If rent is shown, the rate for the first pickup and each additional pickup must be the same. If rent is not shown, it is to be included in the rate for the first pickup.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

N/A

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Issue date: 7/21/02

Effective date:

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By:

Company Name/Permit Number: BARBARA ESCALANTE dba
 Registered Trade Name: SEQUOIA ENTERPRISE

Item 265 – Drop Box Service – To Disposal Site and Return
Non-Compacted Material (Customer-owned drop box)
 Rates stated per drop box, per pick up

Service Area: N/A

Permanent Service	Size or Type of Container					
	____ Yard	____ Yard	____ Yard	____ Yard	____ Yard	____ Yard
Each Scheduled Pickup	\$	\$	\$	\$	\$	\$
Special Pickups	\$	\$	\$	\$	\$	\$
Temporary Service						
Pickup Rate	\$	\$	\$	\$	\$	\$

- Note 1: Rates in this item are subject to disposal fees named in Item 230.
- Note 2: Rates named in this item apply for all hauls not exceeding 5 miles measured from the point of pickup to the disposal site. Excess miles shall be charged for at \$ _____ per mile or fraction of a mile. Mileage charge is in addition to all regular charges.
- Note 3: Permanent Service is defined as no less than scheduled, once a month pickup, unless local government requires more frequent service or unless putrescibles are involved.

Issued by: Barbara Escalante

Issue date: 7/21/02

Docket No. TG- _____

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Effective date: _____

By: _____

Company Name/Permit Number: BARBARA ESCALANTE dba
 Registered Trade Name: SEQUOIA ENTERPRISE

Item 270 – Drop Box Service – To Disposal Site and Return
Compacted Material (Company-owned drop box)
 Rates stated per drop box, per pick up

Service Area: N/A

Permanent Service	Size or Type of Container					
	Yard	Yard	Yard	Yard	Yard	Yard
Monthly Rent, if applicable	\$	\$	\$	\$	\$	\$
First Pickup	\$	\$	\$	\$	\$	\$
Each Additional Pickup	\$	\$	\$	\$	\$	\$
Special Pickups	\$	\$	\$	\$	\$	\$
Temporary Service						
Initial Delivery	\$	\$	\$	\$	\$	\$
Pickup Rate	\$	\$	\$	\$	\$	\$
Rent Per Calendar Day	\$	\$	\$	\$	\$	\$
Rent Per Month	\$	\$	\$	\$	\$	\$

Note 1: Rates in this item are subject to disposal fees named in Item 230.

Note 2: Rates named in this item apply for all hauls not exceeding 5 miles measured from the point of pickup to the disposal site. Excess miles shall be charged for at \$ _____ per mile or fraction of a mile. Mileage charge is in addition to all regular charges.

Note 3: Permanent Service:

- (a) Service is defined as no less than scheduled, once a month pickup, unless local government requires more frequent service or unless putrescibles are involved.
- (b) If a drop box is retained by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups. Monthly rental charges will be prorated when a drop box is retained for only a portion of a month.
- (c) If rent is shown, the rate for the first pickup and each additional pickup must be the same. If rent is not shown, it is to be included in the rate for the first pickup.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

N/A

Issued by: Barbara Escalante

Issue date: 7/21/02

Docket No. TG- _____

For Official Use Only Docket: TC-021187 Order Served: 1-24-03 Effective Date: 01-25-03

Effective date: _____

By: _____

Tariff No. 1

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Company Name/Permit Number: BARBARA ESCALANTE dba
Registered Trade Name: SEQUOIA ENTERPRISE

Item 275 – Drop Box Service – To Disposal Site and Return
Compacted Material (Customer-owned drop box)
Rates stated per drop box, per pick up

Service Area: N/A

Permanent Service	Size or Type of Container					
	Yard	Yard	Yard	Yard	Yard	Yard
Each Scheduled Pickup	\$	\$	\$	\$	\$	\$
Special Pickups	\$	\$	\$	\$	\$	\$
Temporary Service						
Pickup Rate	\$	\$	\$	\$	\$	\$

- Note 1: Rates in this item are subject to disposal fees named in Item 230.
- Note 2: Rates named in this item apply for all hauls not exceeding 5 miles measured from the point of pickup to the disposal site. Excess miles shall be charged for at \$ _____ per mile or fraction of a mile. Mileage charge is in addition to all regular charges.
- Note 3: Permanent Service is defined as no less than scheduled, once a month pickup, unless local government requires more frequent service or unless putrescibles are involved.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

N/A

Issued by: Barbara Escalante

Issue date: 7/21/02

<p>For Official Use Only Docket: TC-021187 Order Served: 1-24-03 Effective Date: 01-25-03</p>

Effective date: _____

Docket No. TG- _____

By: _____

Company Name/Permit Number: BARBARA ESCALANTE dba
Registered Trade Name: SEQUOIA ENTERPRISE

Item 300 – List of Abbreviations and Symbols Used in This Tariff

(A) Denotes increases.

(R) Denotes decreases.

(C) Denotes changes in wording, resulting in neither increases or decreases.

(N) Denotes new rates, services, or rules

*** Denotes that material previously shown has been deleted.

Yd. or yd. are abbreviations for yard

Cu. or cu. are abbreviations for cubic.

Issued by: Barbara Escalante

Issue date: 7/21/02

Effective date:

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Docket No. TG- _____ Date: _____ By: _____

COPY
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Information Agreement for the Sale of Business

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This form should be used when one party is purchasing an entire business from another party. The form as it is shown is set up for use in the sale of a sole proprietorship to an individual. This structure may be easily adapted to fit other particular situations if necessary. For example, if the business being sold is a partnership and the buyer is a corporation, a few simple substitutions will be necessary to change the document to the appropriate form. Simply substitute the name and address of the partnership for the seller's name wherever indicated and substitute the name and address of the corporate buyer where necessary. If changes are made in the type of entity doing the buying or selling on this form, the appropriate notarization and signature line must be used also.

The following information will have to be used to fill in this form:

- Name and address of the seller
- Name and address of the buyer
- Name and type of business being sold
- A complete list of the business assets being sold
- The total amount being paid for the business
- How this total amount is allocated among the assets being sold
- How the total amount will be paid
- The amount of earnest money
- The amount of down payment paid at closing
- The amount of a promissory note
- The interest rate of the note
- The term of the note
- The amount of monthly payments of the note
- The closing date of the sale
- The location of the closing of the sale
- The documents of sale that the seller will provide at closing
- Any adjustments to the sale price that must be made at closing
- An accounting balance sheet of the business
- The terms of an agreement not to compete with the buyer
- How long such an agreement will last, and

- The geographical area covered by the agreement
- The amount of insurance the buyer agrees to carry on the business
- Any additional terms of agreement the parties wish to include
- The name of the state whose laws will govern the agreement

The sale of a complete and on-going business is one of the most complex business transactions that a small business person will encounter. It may incorporate many of the legal documents that are contained in this book. Be very careful as you pre-prepare this document to coordinate it with all of the necessary other documents. Note that you may also need to use the following additional documents in conjunction with the basic Agreement for Sale of Business form:

- U.C.C. Financing Statement
- Security Agreement
- Warranty Deed
- Promissory Note
- Bill of Sale
- Assignment of Lease
- Bulk Sales Affidavit and Notice

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An attorney should be consulted for all serious legal matters.

AGREEMENT FOR SALE OF BUSINESS

This Agreement (also bill of sale) is made on February 25th, 2010, between Barbara Escalante, Seller, of Sequoia Enterprise, In the City of Northport, Stevens County State of Washington, and Tracey Rieckers, Buyer, of Sequoia Enterprise, in the City of Northport, Stevens County, State of Washington.

The Seller now owns and conducts a sole-proprietor business, of Sequoia Enterprise (Household garbage pickup), at 4583 Hwy. 25 North, City of Northport, Stevens County, in the State of Washington.

For valuable consideration, the Seller agrees to sell and the Buyer agrees to buy this business for the following price and on the following terms:

1. The Seller will sell to the Buyer, free from all liabilities, claims, and indebtedness, the Seller's business,

including all assets of the business as listed on Exhibit A, which is attached and is a part of this agreement.
2. The Buyer Tracey Rieckers, 3170 Heather Lane Colville, Washington in Stevens County agrees to pay the Seller the sum of \$20,000 which the Seller agrees to accept as full payment without any interest. The purchase price will be allocated to the assets of the business as follows:

- (a) The premises \$ 0
- (b) Equipment/Truck \$1,000.00
- (c) Goodwill \$9,000.00
- (d) Stock in trade/inventory \$0
- (e) Notes/accounts receivable \$0
- (f) Outstanding contracts \$ 0
- (g) WUTC Authority \$ 10,000

3. The purchase price will be paid as follows:

Earnest money \$ 500.00 (Received by Seller on signing this Agreement)

Cash down payment \$ 4,500 (Due on or before April 15th 2010)

Promissory note payable \$ 15,000

TOTAL Price \$ 20,000

The \$15,000 Promissory Note, payable monthly for 37 months at \$400 per month and the last payment of \$200.00, with the first payment due by May 15th 2010. Both the Buyer and Seller will maintain records and receipts of all payments. The Promissory Note will be pre payable at any time without limitation or penalty.

6. This agreement will close on May 1st, 2010, in the City of Northport, Stevens County State of Washington. At that time, the Seller will Help with transfers of any and all documents, licenses, titles and WUTC Authority.

At closing, adjustments to the purchase price will be made for the following items:

- (a) Changes in inventory since this Agreement was made
- (b) Insurance premiums
- (c) Payroll and payroll taxes
- (d) Rental payments
- (e) Utilities
- (f) Property taxes
- (g) The following other items:

6. The Seller represents and warrants that it is duly qualified under the laws of the State of Washington to carry on the business being sold, and has complied with and is not in violation of any laws or regulations affecting the Seller's business, including any laws governing Bulk Sales or Transfers.

7. Seller represents that it has good and marketable title to all of the assets shown on Exhibit A, and that those assets are free and clear of any restrictions on transfer and all claims, taxes, indebtedness, or liabilities.

8. Seller agrees not to participate in any way, either directly or indirectly, in a business similar to that being sold to the Buyer.

9. Between the date of this Agreement and the date of closing of the Sale, the Seller agrees to carry on the business in the usual manner and agrees not to enter into any unusual contract or other agreement affecting the operation of the business without the consent of the Buyer.

10. The Buyer represents that it is financially capable of completing the purchase of this business and fully understands its obligations under this Agreement.

11. Buyer agrees to carry hazard and liability insurance on the assets of the Business in the amount of approximately \$1,000.00 a year and to provide the Seller with proof of this coverage until the Promissory Note is paid in full. However, the risk of any loss or damage to any assets being sold remain with the Seller until the date of closing on May 1st, 2010.

12. Any additional terms: Seller agrees to provide assistance to buyer as required in order to maintain good customer relations and equable operations of Sequoia Enterprise.

13. No modification of this Agreement will be effective unless it is in writing and is signed by both the Buyer and Seller. This Agreement binds and benefits both the Buyer and Seller and any successors. Time is of the essence of this agreement. This document, including any attachments, is the entire agreement between

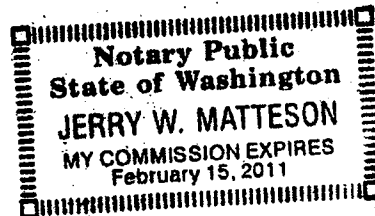
of the essence of this agreement. This document, including any attachments, is the entire agreement between the Buyer and Seller. This Agreement is governed by the laws of the State of Washington.
Dated: February 25th, 2010

Barbara Escobedo
Signature of Seller
DBA Sequoia Enterprise
City of Northport, Stevens County
Washington State sole proprietorship

Troy Reekers
Signature of Buyer
City of Northport
County of Stevens
State of Washington

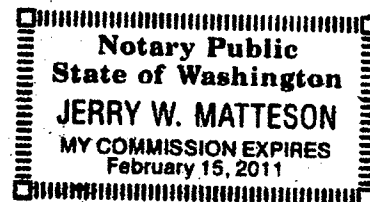
On February 25, 2010 personally came before me and, being duly sworn, did state that she is the person who owns the sole proprietorship described in the above document and that she signed the above document in my presence on behalf of the sole proprietorship and on her own behalf.

Jerry Matteson
Notary Signature
Notary Public, In and for the County of Stevens
State of Washington
My commission expires: Feb 15 2011
State of Washington
County of Stevens



On February 25th 2010 personally came before me and, being duly sworn, did state that she is the person described in the above document as the Buyer and that she signed the above document in my presence.

Jerry Matteson
Notary Signature
Notary Public, In and for the County of Stevens
State of Washington
My commission expires: Feb 15 2011



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**ADDENDUM AND FINAL AGREEMENT TO BUSINESS SALE
BETWEEN BARBARA ESCALANTE, SELLER
AND
TRACEY RIECKERS, PURCHASER**

COPY
FOR YOUR INFORMATION
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This Addendum and Final Agreement to Business Sale is entered into this 1st day of July, 2010 by and between Barbara Escalante as Seller and Tracey Rieckers as purchaser;

WHEREAS, the parties entered into an Agreement for the Sale of Business on February 25, 2010, which four page document is attached hereto and incorporated herein by this reference; and

WHEREAS, the parties wish to provide for details not provided in to the original Agreement;

NOW, THEREFORE, the parties agree that the following matters shall be added to their Business Sale Agreement:

1. The Closing shall occur on June 30, 2010. The Seller has received all payments for May and June, and the Purchaser shall receive all July and August garbage payments.
2. The Seller shall pick up the garbage on July 1, 2010 and shall dump the truck on July 2, 2010 and deliver the truck to the Purchaser no later than 4:00 p.m. on July 2, 2010. The July 1 pickup and July 2 dump fees have already been included in the seller's May and June billing.
3. This Business Sale Agreement shall be escrowed at Stevens County Title & Escrow. The parties agree that each party shall pay ½ of the set-up fee and annual escrow fee until paid in full. The Business Sale Agreement, Bill of Sale, Security Agreement, UCC-1 Financing Statement and the Title to the truck shall all be held in escrow until the contract is paid in full.
4. There shall be a 10% late payment penalty on any payment not received within 10 days of the due date.

5. Each party shall be responsible to pay their own attorneys fees for the review and preparation of closing documents.

6. The seller shall be named as the lien holder on the Truck until the note is paid in full. The purchaser shall execute a Security Agreement pledging both the truck and the Authority as collateral. A UCC-1 Financing Statement shall be filed to perfect the seller's interest therein.

7. The seller shall pay \$24.00 for the UCC-1 Filing Fee. The purchaser shall pay for the sales tax due on asset transfers in the amount of \$76.00, plus the \$24.00 title transfer fee, together with any other sales tax charges imposed in the event that any authority allocations or increased value on the vehicle or any assets of this transaction. The Seller shall also pay her ½ of the escrow set up fee in the amount of \$82.50. The purchaser has already paid her ½ of this fee prior to closing. This money shall be paid to McGrane & Schuerman by both parties at time of closing.

8. The Seller hereby acknowledges that the Purchaser must apply for an Expedited Temporary Authority, in addition to the Permanent Authority to Transfer. Furthermore, the Seller hereby acknowledges that the Purchaser is unable to take over the solid waste disposal business until such Expedited Temporary Authority is issued, and that said Expedited Temporary Authority shall only be in effect until the Permanent Authority to Transfer is transferred to the Purchaser, after the required thirty (30) day Public Opinion Period. Therefore, the Seller hereby agrees that the down payment funds of \$5,000.00 will not be released from Stevens County Title Company unless the Purchaser receives the permanent authority from the Washington State Utilities and Transportation Commission.

9. The Purchaser hereby agrees that she will make the monthly payments called for under the terms of the Promissory Note prepared in connection with this transaction, during the period that she is authorized to operate under an Expedited Temporary Authority, if approved.

10. The Seller and the Purchaser hereby agree that all monies held at Stevens County Title and Escrow Company shall be held until such time as the Permanent Authority to Transfer is transferred to the Purchaser. In the event that the Purchaser is denied the Permanent Authority to Transfer by the Washington State Utilities and Transportation Commission, this transaction shall not be closed, and all sums held at Stevens County Title and Escrow Company shall be returned to the Purchaser without further written approval from the Seller herein. Furthermore, any and all accounts receivable received during the period that the Purchaser is authorized to conduct solid waste disposal business shall remain the sole property of the Purchaser herein.

11. Seller agrees not to participate in any way, either directly or indirectly, in a business similar to that being sold to the Purchaser.

Except as herein modified all terms of the original Business Sale Agreement executed by the parties on February 25, 2010 shall remain in full force and effect.

Dated this 1st day of ~~June~~ ^{July} 2010

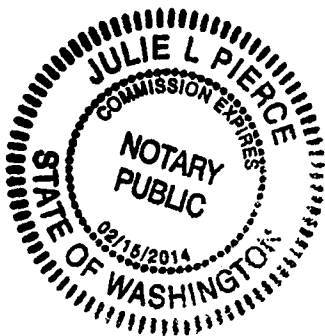
Barbara Escalante
BARBARA ESCALANTE

T. Rieckers
TRACEY RIECKERS

STATE OF WASHINGTON)
) ss
COUNTY OF STEVENS)

This is to certify that on this 2nd day of July, 2010, before me a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared BARBARA ESCALANTE, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

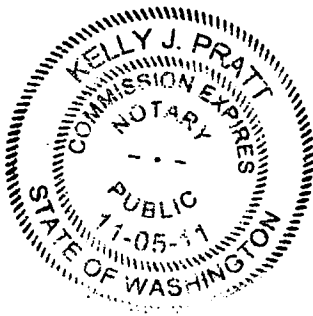


Julie L. Pierce
NOTARY PUBLIC in and for the State of Washington residing in Colville
My commission expires 2/15/14

STATE OF WASHINGTON)
) ss
COUNTY OF STEVENS)

This is to certify that on this 1st day of July, 2010, before me a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared TRACEY RIECKERS, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Kelly Pratt
NOTARY PUBLIC in and for the State
of Washington residing in Seattle
My commission expires 11/05/11

COPY
FOR YOUR INFORMATION
McGRANE & SCHUERMAN

PROMISSORY NOTE

(\$15,000.00)

Dated this 15th day of July, 2010
Colville, WA 99114

For value received, I hereby promise to pay to the order of BARBARA ESCALENTE the sum of FIFTEEN THOUSAND AND 00/100 DOLLARS, (\$15,000.00) payable as follows:

The sum of FOUR HUNDRED AND 00/100 DOLLARS (\$400.00) due on or before the 15th day of July, 2010, and further the sum of FOUR HUNDRED AND 00/100 DOLLARS (\$400.00) due on or before the 15th day of each succeeding calendar month thereafter UNTIL PAID IN FULL; all payable in lawful money of the United States of America; interest payable monthly on all unpaid balances up to such date.

INTEREST: There shall be no interest on the unpaid balance.

LATE PAYMENT: Borrower shall pay a late payment penalty of 10% of the total monthly payment on any payment made more than 10 days late, and after Notice of Default interest shall accrue on the unpaid balance at the rate of 12%, per annum during and until said default is cured.

PAYMENT APPLICATION: Payments due hereunder are to be applied first to costs, second to principal.

All of the above sums are payable at Stevens Co. Title and Escrow, 280 S. Oak, P.O. Box 349, Colville, WA 99114. And in default of payments of any said sums in full or both principal and interest, at the same time become due and payable, the whole of each and all of said unpaid sums, both principal and interest, may become immediately due and payable without notice at the option of the holder hereof. And in case suit or action is instituted to collect this note or any portion hereof venue shall be in Stevens County, Washington; and promise to pay, in addition to costs and disbursements provided by law, such additional sums as and for attorney's fees in such suit or action as the court may adjudge reasonable.

The maker of this Promissory Note executes the same as a principal and not as a surety.

This Promissory Note is secured by the following:

WUTC Authority issued to Barbara Escalante d/ba Sequoia Enterprise, Certificate No.
G-259
1972 Ford Refuse Truck, Vehicle Identification No. F37YKP49054

DATED this 1st day of July, 2010.

T. Rieckers
TRACEY RIECKERS

Purchaser's Address:
3170 Heather Lane
Colville, WA 99114