

PART A

TV# 120162

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION RECEIVED

1300 S Evergreen Park Dr SW, PO Box 47250, Olympia, WA 98504-7250

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

FEB 06 2012

Intrastate Common Carrier Operating Authority

APPLICATION FOR PERMIT

(excluding Household Goods and Common Carrier Brokers)

WASH. UT. & TP. COMM

# 10900

FOR OFFICIAL USE ONLY

Reception Number: 027003	Safety: <i>OK</i>	Carrier ID#: M391601
111 0268 200 02 275.00	Insurance: <i>OK</i>	Employee: <i>[Signature]</i>

TYPE OF APPLICATION (check one)

<input checked="" type="checkbox"/> <b>New Common Carrier Permit Authority, or Transfer of Existing Permit Number</b>	<input type="checkbox"/> <b>Extension of Common Carrier Permit Authority</b>
<input checked="" type="checkbox"/> \$275 GENERAL COMMODITIES ONLY	<input type="checkbox"/> \$100 GENERAL COMMODITIES, including ARMORED CAR SERVICE
<input type="checkbox"/> \$275 GENERAL COMMODITIES, including ARMORED CAR SERVICE	<input type="checkbox"/> \$100 GENERAL COMMODITIES, including HAZARDOUS MATERIALS
<input type="checkbox"/> \$275 GENERAL COMMODITIES, including HAZARDOUS MATERIALS	<input type="checkbox"/> \$100 GENERAL COMMODITIES, including HAZARDOUS MATERIALS and ARMORED CAR SERVICE
<input type="checkbox"/> \$275 GENERAL COMMODITIES, INCLUDING HAZARDOUS MATERIALS and ARMORED CAR SERVICE	

\$100 REINSTATEMENT OF CANCELLED COMMON CARRIER PERMIT

For Commission Use Only: Auth #:

(Must be filed within 10 months of cancellation)

TYPE OF PAYMENT

Check  Money Order  Amex  Discover  Mastercard  Visa

Expiration Date \_\_\_\_\_

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

Name (printed): Claude White Date: 2/1/2012

Signature: *[Signature]* Title: *Owner*

MOTOR CARRIER IDENTIFICATION

CC# 64531	US DOT# 232948	WA UNIFIED BUSINESS IDENTIFIER (UBI) #: 601969781-1-2
APPLICANT NAME: Claude White		PHONE#: 503.838.3505
d/b/a: White's Hauling and Farms LLC		FAX #: 503.838.2071
BUSINESS (MAILING) ADDRESS: 550 Morrow Rd		
(street address, P.O. Box)		
(city, state, zip) Independence OR 92351		

PHYSICAL ADDRESS: (street address, if different)

**TYPE OF BUSINESS STRUCTURE**

(check individual or complete partnership/corporation information)

INDIVIDUAL     PARTNERSHIP     CORPORATION (LP, LLP, LLC)  
STATE OF INCORPORATION    Oregon

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>STOCK DISTRIBUTION OR PERCENTAGE OF SHARE</u>
Claude White	Owner	Same	100%
Kathleen White	Owner	Same	0%
Cliff Baker	member	Same	0%

**TRANSFER OF PERMIT NUMBER**

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

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

\_\_\_\_\_  
Signature of current permit holder

\_\_\_\_\_  
Date

**INSURANCE REQUIREMENTS (must check one)**

A permit will not be issued until acceptable insurance is received

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> You will not haul hazardous materials in any quantity. You will only operate vehicles with a GVWR of less than 10,000 pounds. You must obtain \$300,000 in Public Liability and Property Damage Insurance. You do not need to complete Part B. | <input checked="" type="checkbox"/> You will not haul hazardous materials in any quantity. You will operate vehicles with a GVWR of 10,000 pounds or more. You must obtain \$750,000 in Public Liability and Property Damage Insurance. You must complete Part B. | <input type="checkbox"/> You will haul hazardous materials requiring \$1 million in Public Liability and Property Damage Insurance. You must complete Part C, Sections 1 and 2. | <input type="checkbox"/> You will haul hazardous materials requiring \$5 million in Public Liability and Property Damage Insurance. You must complete Part C, Sections 1 and 2. |
|---|---|---|---|

**MOTOR VEHICLE LIST (Attach additional pages if necessary)**

UNIT#	LICENSE#	STATE	VIN#
SEE ATTACHED			

**Signature**

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



**Signature(s)**

2/1/12

**Date**

## PART B

### SAFETY FITNESS SURVEY FOR ALL APPLICANTS THAT OPERATE A VEHICLE OVER 10,000 GVWR

**Companies applying to transport any commodity must complete this survey.**

**Instructions:** In each category shown below, list the person and/or position responsible for understanding, maintaining, and complying with current Federal Motor Carrier Safety Administration (FMCSA) regulations in the Code of Federal Regulations at 49 CFR. The requirement to comply with current FMCSR is mandated by the Washington State Patrol (WSP) in its rules, Washington Administrative Code (WAC) 446-65.

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

- Washington Trucking Association, 930 S. 336th St., Suite B, Federal Way, WA 98003, www.wtatrucking.com, (800) 732-9019 or (253) 838-1650.
- J. J. Keller & Associates, Inc., 3003 W. Breezewood Lane, Neenah, WI 54957, www.jjkeller.com, (877) 564-2333.
- Willamette Traffic Bureau, 16303 NE Cameron Blvd, Portland, OR 97230-5030, www.wtbtraffic.com, (503) 236-1183.
- US Government Printing Office, 732 N. Capital Street, NW, Washington, DC 20401, www.gpo.gov, (866) 512-1800.

#### Controlled Substances and Alcohol Testing

Name: Claude White Position: Owner

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

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

Any person who drives a commercial motor vehicle requiring a CDL must participate in a controlled substance and alcohol testing program as required by FMCSA in 49 CFR Part 382 and 49 CFR Part 40, and by the WSP in WAC 446-65-010.

#### Commercial Drivers License (CDL) Requirements

Name: Claude White Position: Owner

Any driver who operates a vehicle that meets the definition of a commercial motor vehicle as described below must have a valid CDL, as required by the Washington State Department of Licensing. The definition of a commercial motor vehicle is a vehicle that:

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



# Vehicle Attachment

UNIT NUMBER	MAKE	MODEL	SERIAL NUMBER	YEAR OF MANUFACTURE	TIRE SIZE	PUC PLATE
1	International	9000 6X4	2HSCEAMR71C076197	2001	285/75R-24.5	YAFE 138
2	International	9000 6x4	2HSCEAMR51C076215	2001	285/75R-24.5	YAFE 139
3	International	9000 6x4	2HSCEAMR71C076216	2001	285/75R-24.5	YAFE 430
4	International	9000I 6X4	2HSCEAMR91C076217	2001	285/75R-24.5	YAFE 196
5	International	9200	2HSFMAMR8XC047932	April 1999	285/75R-24.5	YAFG 348
6	International	9200 6X4	2HSFMAMR6XC045273	March 1999	285/75R-24.5	YAFG 349
8	International	9100 6X4	1HSCBAER11J013606	August 2000	285/80R-24.5	YAFT 502
9	International	9400 6X4	2HSFHAMR3WC050420	November 1998	285/75R-24.5	YAFT 508
10	International	9400 6X4	2HSFHAMR5WC050421	1998	285/75R-24.5	YAFT 509
11	International	9400 6X4	2HSFHAMR4WC050426	November 1998	285/75R-24.5	YAFT 510
12	International	9400 6X4	2HSFHAMRXCWC050429	November 1998	285/75R-24.5	YAFT 511
13	Freightliner		1FUJA6CK84PN15738	2004	285/75R-24.5	YAGF 239
14	International	9200 I 6X6	2HSCEAMR3YC071170	December 1999	285/75R-24.5	YAGB 911
15	International	9400 6X4	2HSFHASR1VC034752	February 1997	285/75R-24.5	YAGB 945
16	Kenworth	T 600 B	1XKAPB0X85R096038	October 2004	285/75R-24.5	YAGJ 813
17	Kenworth	T 600 B	1XKAPB0X85R096041	October 2004	285/75R-24.5	YAGJ 814
19	Kenworth	T 600 B	1XKAPB0X65R096037	October 2004	285/75R-24.5	YAGP 073
20	Kenworth	T 600 B	1XKAPB0XX5R096042	October 2004	285/75R-24.5	YAGJ 816
21	International	9400 6x4 SBA	2HSFHRRBR5PC075483	January 1993	285/75R-24.5	YAGP 592
22	Kenworth	T 600 B	1XKAPB0X65R096040	October 2004	285/75R-24.5	YAJK 264
24	International	9200 I	2HSCEAPRX5C000684	June 2005	295/75R-24.5	YAGM 096
52	Kenworth	T 800 B	1XKDD69X3PS595258	1993	285/75R-24.5	YADL 382
32	International		2HSFRAXR9WC049040	1998		YAGQ 171



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

Issued to Whites Hauling and Farm LLC of 550 Morrow Rd Independence OR 97351  
Dated at 9706 4th Ave NE Ste 200 Seattle WA 98115 this 6 day of December, 20 11  
Amending Policy No. CPP 1032172 01 Effective Date 12/01/11  
Name of Insurance Company Western National Assurance CO

Countersigned by *Janelle Logan Smith*  
Authorized Company Representative

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

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

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 206 526 5900.

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

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.  
Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.  
Bodily injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

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

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

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

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

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

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

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

**Form E**  
**UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY**  
**DAMAGE LIABILITY CERTIFICATE OF INSURANCE**

Filed with **Washington Utilities and Transportation Commission** (hereinafter called Commission)

This is to certify, that the **Western National Assurance Company** (hereinafter called Company) of **9706 NE 4<sup>th</sup> Avenue NE, Suite 200, Seattle, WA 98115** has issued to **White's Hauling & Farm, LLC at 550 Morrow Road, Independence, OR 97351** a policy or policies of insurance effective from **12/01/11** 12:01 A.M. standard time at the address of the insured stated in said policy or policies and continuing until cancelled as provided herein, which, by attachment of the Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Commission has jurisdiction or regulations promulgated in accordance therewith.

Whenever requested, the Company agrees to furnish the Commission a duplicate original of said policy or policies and all endorsements thereon.

This certificate and the endorsement described herein may not be cancelled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the State Commission, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of the Commission.

Countersigned at **9706 4<sup>th</sup> Avenue NE, Seattle, WA 98115**  
this **20<sup>th</sup>** day of **March, 2012**

Insurance Company File No. **CPP1032172**  
(Policy Number)

**Rachel Jones**  
(Authorized Company Representative)