

STERICYCLE OF WASHINGTON, INC.  
WUTC - WASHINGTON ONLY - 2003

	Total 12 months <u>2003</u>
<b>REVENUES:</b>	
Service:	
Med waste - LQG - 140 customers	\$ 4,197,035
Med waste - SQG - 5,803 customers	3,018,085
Sterisafe - LQG	18,641
Sterisafe - SQG	<u>379,205</u>
Total service revenue	<u>7,612,966</u>
<b>TOTAL REVENUE</b>	<u>7,612,966</u>
<b>PLANT EXPENSES:</b>	
Compensation:	
Management salaries	64,909
Workers compensation	19,999
Fringes	<u>16,507</u>
Total compensation	<u>101,415</u>
Other:	
Travel	9,499
Equipment maintenance	354
Employee services & support	346
Telephone	119
Postage	<u>50</u>
Total other plant expenses	<u>10,369</u>
<b>TOTAL PLANT EXPENSES</b>	<u>111,783</u>
<b>DISPOSAL EXPENSES:</b>	
Treatment - 3rd party	188,258
Disposal - post	846
Disposal - supplies/freight	135,112
Disposal - Intercompany	<u>2,819,576</u>
<b>TOTAL DISPOSAL EXPENSES</b>	<u>3,143,791</u>
<b>TRANSPORTATION EXPENSES - ROUTE :</b>	
Compensation:	
Direct labor	720,161
Transportation administration	86,203
Transportation management	58,861
Overtime	116,375
Workers compensation	141,010
Fringes	<u>261,022</u>
Total compensation	<u>1,383,631</u>
Other:	
Travel	14,964
Buildings & property	154,257
Utilities	16,336
Depreciation - building	7,992
Depreciation - transportation equipment - F	100,135

Insurance	109,140
Equipment rental	354,484
Equipment maintenance	137,479
Fuel and oil	126,639
3rd party trailers	6,551
Licenses & professional fees	15,530
Safety & other supplies	81,773
Tolls, fees and other transportation	18,684
Office expense	2,786
Telephone	52,819
Postage	5,344
Manifests for customers	26,402
Total other transportation - route	<u>1,231,314</u>
Total transportation expenses - route	<u>2,614,946</u>

#### CONTAINER EXPENSES:

##### Service:

Boxes, liners, bags	178,167
Depreciation - med waste	16,245
Sterisafe - products	1,514
Sterisafe - inspection	2,546
Total container service expenses	<u>198,473</u>

##### Product:

Sharps containers, liners	10,721
Total container product expenses	<u>10,721</u>
Total container expenses	<u>209,194</u>

TOTAL COST OF REVENUE 6,079,715

#### SELLING EXPENSES:

##### Compensation:

Compensation - selling	137,180
Commissions	77,379
Overtime	2,876
Fringes	58,841
Total selling compensation	<u>276,275</u>

##### Other:

Travel	46,949
Buildings & property	7,698
Depreciation	35
Equipment rental	2,237
Professional fees, advertising	14,356
Office expense	29,536
Telephone	27,435
Postage	4,236
Total other selling expenses	<u>132,483</u>
Total selling expenses	<u>408,758</u>

#### GENERAL & ADMINISTRATIVE EXPENSES:

##### Compensation:

Salaries - General administration	115,558
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Overtime	47
Fringes	27,918
Total general & admin. compensation	<u>143,523</u>
Other:	
Travel	13,839
Depreciation	531
Equipment rental	1,509
Professional fees - legal	450
Professional fees - other	849
Office expenses	49,671
Postage	1,862
Bad debt expense	40,210
Corp/Regional/District office expenses	<u>360,092</u>
Total other general & admin.	<u>469,014</u>
Total general & administration	<u>612,537</u>
TOTAL EXPENSES	<u>7,101,010</u>
OPERATING PROFIT	<u>\$ 511,956</u>
Operating ratio	<u>93.28%</u>
Total WA containers 2003	462,785
Total WA stops 2003	62,151

STERICYCLE, INC.	
Jan 2003 - Dec 2003	
Total processing Morton	
	<u>Total 12 months</u>
<b>PLANT EXPENSES:</b>	
<b>Compensation:</b>	
Direct Labor	474,745
Plant administration	225,218
Management salaries	124,349
Overtime	75,214
Temporary help	837
Workers compensation	55,833
Fringes	228,388
Total compensation	1,184,584
<b>Other:</b>	
Travel	5,139
Buildings & property	148,851
Utilities	196,316
Depreciation - building	24,985
Depreciation - equipment	61,721
Equipment rental	33,839
Equipment maintenance	326,880
Employee services & support	104,186
Licenses & professional fees	1,159
Office expense	15,841
Telephone	19,681
Postage	1,597
Total other plant expenses	940,195
<b>TOTAL PLANT EXPENSES</b>	<b>2,124,779</b>
<b>DISPOSAL EXPENSES:</b>	
Treatment - 3rd party	54,844
Disposal - post	373,049
Disposal - supplies/freight	25,776
Disposal - Intercompany	82,431
<b>TOTAL DISPOSAL EXPENSES</b>	<b>536,100</b>

STERICYCLE, INC.	
Jan 2003 - Dec 2003	
Total processing Morton	
	<u>Total 12 months</u>
<b>TRANSPORTATION EXPENSES - LH</b>	
Fringes	239
Total compensation	239
<u>Other:</u>	
Buildings & property	30
Insurance	1,428
Equipment rental	885
Equipment maintenance	202
Fuel and oil	415
Licenses & professional fees	4,351
Safety & other supplies	1,131
Office expense	208
Telephone	298
Total other transportation - route	8,948
Total transportation expenses - route	9,187
<b>TRANSPORTATION EXPENSES - LONG HAUL</b>	
<u>Compensation:</u>	
Direct labor	138,674
Transportation administration	52,827
Overtime	8,631
Fringes	36,169
Total compensation	236,301
<u>Other:</u>	
Equipment rental	3,559
Fuel and oil	490
3rd party hauling	103,004
Licenses & professional fees	3,494
Total other transportation - long haul	110,547
Total transportation expenses - long haul	346,848
<b>CONTAINER EXPENSES:</b>	
<u>Service:</u>	
Boxes, liners, bags	125,199
Depreciation - med waste	95,647
Sterisafe - products	62
Total container service expenses	220,908
<u>Product:</u>	
Sharps containers, liners	731
Monsanto	325
Other	1,742
Total container product expenses	2,798
Total container expenses	223,706

STERICYCLE, INC.	
Jan 2003 - Dec 2003	
Total processing Morton	
	<u>Total 12 months</u>
<b>TOTAL COST OF REVENUE</b>	<b>3,240,620</b>
<b>OTHER SELLING EXPENSES</b>	
<u>Other:</u>	
Depreciation	474
Professional fees, advertising	7,509
Office expense	886
Telephone	(400)
Postage	150
Total other selling expenses	8,619
Total selling expenses	8,619
<b>GENERAL &amp; ADMINISTRATIVE EXPENSES:</b>	
<u>Compensation:</u>	
Salaries - General administration	83,733
Overtime	201
Fringes	20,198
Total general & admin. compensation	104,132
<u>Other:</u>	
Depreciation	24,987
Office expenses	94
Postage	463
Bad debt expense	1,055
Corp/Regional/District office expenses	306,745
Total other general & admin.	333,344
Total general & administration	437,476
<b>TOTAL EXPENSES</b>	<b>3,686,715</b>
Total Expenses divided by # of containers	5.23
603,482+100,926 = 704,408 = # of containers	



STATE OF WASHINGTON

## WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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

September 2, 2004

Stephen B. Johnson  
GARVEY, SCHUBERT & BARER  
Eighteenth Floor  
Second & Seneca Building  
1191 Second Avenue  
Seattle, Washington, 98101-2939

RE: Kleen Environmental Technologies, Inc.

Dear Mr. Johnson:

This is in response to your letter dated July 2, 2004, requesting Commission Staff investigate alleged solid waste collection and transportation services conducted by Kleen Environmental Technologies, Inc. (KET).

Staff met with officials at KET and inquired into the types of services the company offered, specifically the waste collection and transportation services. Staff also reviewed copies of the company's Uniform Hazardous Waste Manifests to determine the type and destination of various shipments.

Upon completion of the investigation, Staff determined the majority of the collection and transportation of hazardous waste provided by KET is incidental to the company providing site remediation and cleanup service and is not under Commissions jurisdiction.

However, Staff did review two shipping manifests which indicated KET collected and transported, as a primary service, several gallons of fixer, a dental by-product, to CMX Corporation in Tukwila, Washington, for recycling. This type of transportation is regulated under RCW 81.80.070 and requires a Common Carrier permit, which the company has obtained.



Stephen B. Johnson  
September 2, 2004  
Page 2

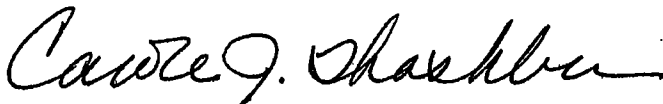
Staff has determined KET is not in the business of providing transportation of hazardous waste, but rather the company makes arrangements with permitted carriers to transport the collected waste. This was verified when Staff reviewed a shipping manifest and a written contract between KET and Stericycle of Washington, a certificated medical waste transporter, which reflects KET made arrangements for the transportation and disposal of medical waste by Stericycle.

The president of KET has acknowledged that the advertisement for dental practitioners may be misleading and has agreed to change it to reflect that the items are collected, transported, and recycled.

Staff also found that the company collects PCB ballast and batteries and transports those materials to Ecolights Northwest, in Seattle, Washington, for recycling.

I hope this information addresses your complaint and concerns. If we may provide additional information or answer additional questions, please contact our Compliance Manager, Mark Halliday, at (360) 664-1232.

Sincerely,



Carole J. Washburn  
Secretary



**MEMORANDUM**

August 26, 2004

Assignment No.: 104196  
Industry Code: 227

To: Mark Halliday, Compliance Manager

From: John Foster, MCLE Special Investigator

Subject: Kleen Environmental Technologies Inc. Permit Number:CC-61426  
754 Garfield Street  
Seattle, WA 98109

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On August 4, 24 and 25, 2004 I contacted Mr. Robert Olsen, President and Mr. Alan McCloskey, Developmental Consultant at the above address in response to information received that Kleen Environmental Technologies Inc. (Kleen) was holding itself out to the public as a Solid Waste collection company. The company submitted its records for inspection.

Kleen has five employees and operates 2 non-commercial motor vehicles (1/2 ton GMC pickup trucks) and 1 commercial motor vehicle (14,000 GVW Isuzu van) and their primary business is the remediation and cleanup of hazardous waste sites, clandestine drug labs, decommissioning underground storage tanks and emergency response to chemical, hazardous material & hazardous waste spills and as a hazardous waste management consultant to various kinds of businesses.

Any transportation under these conditions would be incidental and not under this commissions purview.

As a consultant Kleen's services included analysis, identification and designation of hazardous waste. Kleen also provided packaging, labeling and hazardous waste manifesting in accordance with Federal and State regulations as well as providing computer software, educational materials and developing Safety and Health policies for their clients. Kleen also arranges for the transportation of this hazardous waste for recycling and/or disposal.

The transportation is usually performed by the recycling / disposal facilities or other hazardous waste transporters as Kleen does not operate any commercial motor vehicles other than the one which is used to transport their own materials and supplies. Small quantities such as single drums, small amounts of paints, solvents, batteries, lighting ballasts and vapor bulbs may be transported in one of Kleen's vehicles to a recycling / disposal facility.

Attached hereto are 4 examples of the types of transportation services provided by Kleen.

Exhibit 1 is a Hazardous Waste Manifest indicating that Kleen transported hazardous waste to Phillips Services Corp. for further treatment, recycling and/or disposal. Exhibit 1a is the certificate of destruction for this load indicating rather the waste was recycled, destroyed or disposed of.

Exhibit 2 is a Hazardous Waste Manifest indicating that Kleen contracted with Burlington Environmental to transport hazardous waste to Burlington Environmental for further treatment, recycling and/or disposal. Exhibit 2a is the certificate of destruction for this load indicating the waste was recycled.

Exhibit 3 is a Regulated Waste Manifest indicating that Kleen contracted with Stericycle to transport biomedical / bio-hazardous waste to Stericycle's facilities for treatment and / or disposal. Stericycle is certificated biomedical / bio-hazardous waste transporter.

Each of these loads came generators for which Kleen had provided services as described above.

Exhibit 4 indicates Kleen transported 1 five-gallon container of Fixer to CMX Corporation for recycling. Exhibit 4a is the delivery receipt from CMX for this and 3 additional containers. (For privacy reasons, the names of the doctors shipping these containers have been deleted from these documents.)

It appears that for this type of load transportation is the primary service provided by Kleen and that other services provided are secondary and therefore a Common Carrier permit issued by this commission would be required. Mr. Olsen stated that he was unaware of this and that when he received the same opinion from Kleen's attorney, Kleen obtained Common Carrier permit CC-61426.

Mr. Olsen also acknowledged that Kleen's advertisements for this service

May be misleading and agreed to change Kleen's promotional materials for dental practitioners to indicate that the items collected and transported are for recycling. A copy of the new brochure is attached.


**SUMMARY:**

No evidence was found that would indicate that Kleen Environmental Technologies Inc. has or is acting as a Solid Waste collection company in violation of RCW 81.77 or WAC 480-70.

Kleen Environmental Technologies advertisements for dental practitioners may have been misleading. These have been changed to indicate items are to be recycled.

Kleen Environmental Technologies was in violation of RCW 81.80.070 as it did act as a common carrier without first obtaining a common carrier permit as required. This violation has been corrected.

These findings are submitted for commission review.

  
\_\_\_\_\_  
John Foster  
MCLE Special Investigator

WO# 44632

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039. Expires 9-30-94

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. WA 933471470	Manifest Document No. 05501	2. Page-1 of 1	Information in the shaded areas is not required by Federal law.	
3. Generator's Name and Mailing Address				A. State/Manifest Document Number		
4. Generator's Phone (				B. State/Generator's ID		
5. Transporter 1 Company Name Eleen Environmental Technologies Inc		6. US EPA ID Number WA 900004457		C. State/Transporter's ID		
7. Transporter 2 Company Name		8. US EPA ID Number		D. Transporter's Phone 206-285-8070		
9. Designated Facility Name and Site Address Philips Services Corp 20245 77th Ave S Kent WA 98032		10. US EPA ID Number WA 991231757		E. State/Facility's ID		
				F. Facility's Phone 253-872-8030		
11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)			12. Containers No.	13. Total Quantity	14. Unit Wt/Vol	15. Waste Code
a. RC Waste Paint Related Material, 3, UN1263, II (D001)			001	EST QTY 00800	P	D001, W101
b. X Waste Aerosols, Flammable, 2.1, UN1950			001	00010	W	D001, W101
c. Material not Regulated By D.O.T. - LATEX PAINT			003	01800	W	None
d.						
16. GENERATOR'S CERTIFICATION: I hereby declare that contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.						
17. Transporter 1 Acknowledgement of Receipt of Materials			Signature: [Signature] Month Day Year: 1/1/01			
18. Transporter 2 Acknowledgement of Receipt of Materials			Signature: [Signature] Month Day Year: 1/1/01			
19. Discrepancy Indication Space						
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.						
Printed/Typed Name: Kevin Allen			Signature: [Signature]		Month Day Year: 1/1/01	

85649

GENERATOR

TRANSPORTER

FACILITY



TRANSPORTER #1

# CERTIFICATE OF TREATMENT, RECYCLING, AND/OR DISPOSAL

This is to certify that the following waste material was received, managed, and treated in compliance with all applicable Federal and Washington State Laws and regulations.

Facility : BURLINGTON ENVIRONMENTAL, INC.  
KENT FACILITY  
EPA ID : WAD991261767  
20245 77TH AVENUE SOUTH  
KENT WA, 98032

Generator :  
Manifest # 05594

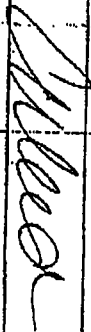
Waste Receipt #

Date Received : 01/10/2001

Line Profile	Material Description	Treatment/ Disposal Description	Final Treatment/ Disposal Facility	Final PSC Manifest	Final Date/ Pgl'n Shipped
1A 163209-01	WASTE PAINT RELATED MATERIAL	H061 FUEL BLENDING PRIOR TO ENERGY CP RECOVERY AT ANOTHER SITE	SERVICES/ESSROC	26686-GTW	1A 03/09/2001
1B 163930-01	WASTE AEROSOLS	H040 INCINERATION - THERMAL DESTRUCTION OTHER THAT USE AS A FUEL	CLEAN HARBORS ENV SERVICES INC	18109-KNT	1A 01/13/2001
1C 115070-01	MATERIAL NOT REGULATED BY D.O.T.	H111 STABILIZATION OR CHEMICAL FIXATION PRIOR TO DISPOSAL AT ANOTHER SITE	COLUMBIA RIDGE LANDFILL	17954-KNT	1A 01/10/2001

Name: Cathy Weedin

Signature :



Title : Senior Tracking Specialist

EXHIBIT 19

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB no. 2050-0039. Expires 03/31/02

H

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>	1. Generator's US EPA ID No.	Manifest Document No. <b>53894</b>	2. Page 1 of 1	Information in the shaded areas is not required by Federal law.
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3. Generator's Name and Mailing Address		A. State Manifest Document Number
4. Generator's Phone		B. State Generator's ID
5. Transporter 1 Company Name <b>Burlington Environmental, Inc.</b>	6. US EPA ID Number <b>WA000001743</b>	C. State Transporter's ID
7. Transporter 2 Company Name	8. US EPA ID Number	D. Transporter's Phone <b>(253) 383-3044</b>
9. Designated Facility Name and Site Address <b>BURLINGTON ENVIRONMENTAL, INC. KENT 20245 77TH AVENUE SOUTH KENT, WA 98032</b>		E. State Transporter's ID
10. US EPA ID Number <b>WAD991281767</b>		F. Transporter's Phone
		G. State Facility's ID
		H. Facility's Phone <b>(253) 872-8030</b>

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers		13. Total	14. Unit	1. Waste No.
	No	Type	Quantity	Wt/Vol	
a. <b>HAZARDOUS WASTE PAINT RELATED MATERIAL 3 UN1263 2G11 (100) ERG1(127)</b>	1	CF	1	Y	0001
b.					
c.					
d.					

GENERATOR

EXHIBIT 2

J. Additional Descriptions for Materials Listed Above a. <b>153245-01 - - EXCESS AND OLD PAINT - APPROX 4000 LBS (100)</b>	K. Handling Codes for Wastes Listed Above
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15. Special Handling Instructions and Additional Information

**16. GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national government regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name <b>Brian Jordan</b>	Signature <i>Brian Jordan</i>	Month Day Year <b>1/12/01</b>
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17. Transporter 1 Acknowledgment of Receipt of Materials		
Printed/Typed Name <b>Jim A Rouse</b>	Signature <i>Jim Rouse</i>	Month Day Year <b>01/24/01</b>

18. Transporter 2 Acknowledgment of Receipt of Materials		
Printed/Typed Name	Signature	Month Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.		
Printed/Typed Name <b>Megan Suidam</b>	Signature <i>Megan Suidam</i>	Month Day Year <b>01/25/01</b>

# CERTIFICATE OF TREATMENT, RECYCLING, AND/OR DISPOSAL

This is to certify that the following waste material was received, managed, and treated in compliance with all applicable Federal and Washington State Laws and regulations.

Facility : BURLINGTON ENVIRONMENTAL, INC. 20245 77TH AVENUE SOUTH  
KENT FACILITY KENT WA, 98032  
EPA ID : WAD0991281787

Generator :  
Manifest # 53894-00 Waste Receipt # Date Received : 01/26/2001

Line Profile	Material Description	Treatment/ Disposal Description:	Final Treatment/ Disposal Facility	Final PSC Manifest	PgLn	Final Date/ Shipped
1A 163208-01	WASTE PAINT RELATED MATERIAL	H001 FUEL BLENDING PRIOR TO ENERGY SYSTEMS RECOVERY AT ANOTHER SITE	SYSTECH ENVIRONMENTAL	25744-GTW	1A	03/28/2001
				26746-GTW		1A 03/31/2001

Name: Gailly Weedn Signature:  Title: Senior Tracking Specialist

EXHIBIT 2a



Stericycle®

# REGULATED WASTE MANIFEST

Route No 851 1

Manifest # MDSE0005YZ

Customer and Site: 6053674-001

Regulated Medical Waste 6.2, UN3291, PG II

DATE/TIME: 4/7/2003

TOT. CONT. \_\_\_\_\_

GENERATOR	AGENCY/STATE # _____		<b>CONTAINERS COLLECTED / QTY</b>				
	GENERATOR NAME <u>CLEAN ENVIROMENTAL TECHNOLOG</u>		TYPE	VOL	QTY	ETD	INCINERATE
	ADDRESS <u>754 GARFIELD STREET</u>		1) WS19	1.9 CF			
	ADDRESS <u>SEATTLE WA 98105</u>		2) WS43	4.3 CF			
	PHONE <u>(206) 285-8010</u>		3) TB20	1.3 CF			
			4) TB15	2.7 CF			
			5) TB04	3.7 CF			
			6) TB05	5.3 CF			
			7) ST32	3.0 CF			
			8) ST75	7.0 CF			
		9) TY04	3.7 CF				

### GENERATOR FACILITY

GENERATOR'S CERTIFICATION: This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PRINT / TYPE NAME RAY CASTILLO AUTHORIZED SIGNATURE Ray Castillo DATE 4/7/03

### TRANSPORTER

Transporter 1: **STERICYCLE**  
ADDRESS: 20320 80th Ave. South Transportation Registration G-244  
Kent, WA 98032 Phone: 800 - 633 - 9278

TRANSPORTER 1 - Certificate of receipt of waste as described above.  
PRINT / TYPE NAME \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_ DATE 4/7/03

Transporter 2:  
ADDRESS \_\_\_\_\_ Transportation Registration G-244  
TRANSPORTER 2 - Certificate of receipt of waste as described above. Secondary Manifest # \_\_\_\_\_  
Phone: \_\_\_\_\_

PRINT / TYPE NAME \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### TRANSFER (IF APPLICABLE)

POINT OF TRANSFER:  
ADDRESS \_\_\_\_\_ Transportation Registration G-244  
Transfer Manifest # \_\_\_\_\_  
Phone: \_\_\_\_\_

PRINT / TYPE NAME \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### TREATMENT FACILITY

DESIGNATED: **STERICYCLE**  
ADDRESS: 830 Westlake Ave. Permit #21-TSO1  
Morton, WA. 98356 Phone: (360) - 496 - 5988  
DESIGNATED TREATMENT FACILITY - Certificate of receipt as described above.

PRINT / TYPE NAME \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(If Different Than Above)

ALTERNATE #1: **STERICYCLE**  
ADDRESS: 90 North 1100 West TREATMENT BY INCINERATION  
North Salt Lake, UT 84054 Phone: (801) - 936 - 1575  
ALTERNATE TREATMENT FACILITY - Certificate of receipt as described above.

PRINT / TYPE NAME \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Special Handling Instructions  
IN CASE OF EMERGENCY CONTACT  
CHEMTREC 1-800-424-9300

Discrepancies

11-191  
+ 11/19 FIAT





SERVICE AGREEMENT FOR WASHINGTON STATE CUSTOMERS ONLY

Customer Name and Address:

Billing Name and Address (if different from Customer Name and Address):

Name: Clean Environmental Technologies

Address: 754 Garfield Street

City, State, Zip: Seattle, WA 98109

Phone Number 206-285-8010

Fax Number:

Contact Name: Ray

ROUTE # 851 SEG CODE SEG99 SERVICE AREA SEATTLE

CONTAINER CODE WS19 SIZE (GALLONS) 15g QTY 1

PICKUP FREQUENCY once EVERY on call WEEKS

Service Description: Medical Waste transportation, treatment, and disposal. Rate Structure: PER CURRENT WUTC TARIFF (Tariff rates include: minimum monthly fee of \$10 and minimum stop fee of \$20)

Date of Service Agreement: 03/12/03

Special Instructions on manifest Cycle begin date

Stericycle, Inc.: Name of Stericycle Contracting Entity Stericycle of Washington 20320 80th Ave S, Kent, WA 98032

Customer: By signing below the customer has read and agreed to the terms listed on the two pages of this document as well as the Waste Acceptance Policy (Appendix A-2 pages)

Signature: \_\_\_\_\_

Signature: [Handwritten Signature]

Name Printed: Jeff Norton

Name Printed: Robert Olson

Title: Major Account Executive

Title: President

TERMS AND CONDITIONS

Article I Biomedical Waste Services Stericycle shall collect, transport, treat and dispose of all Biomedical Waste generated by Customer during the term of this Agreement. "Biomedical Waste" - means only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-86-014, May 1986, or as defined by USEPA as medical wastes in 40 CFR 259.30, or as defined as Regulated Medical Waste by the US Department of Transportation, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste", defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be 'empty' as defined in applicable federal, state, county or municipal laws, regulations, and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human torso, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, and (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval). "Non-Conforming Waste" - means (a) fetal remains and human torso, (b) radioactive, reactive, corrosive, ignitable, reactive, volatile or toxic and any and all other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines, (c) pharmaceutical materials (except to the extent that Stericycle gives prior written approval), (d) improperly classified and/or improperly packaged Biomedical Waste, and (e) any Waste which does not fall within the definition of Biomedical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitations set forth in this Agreement.

Customer # 6053674



Customer is solely responsible for properly segregating, packaging and labeling Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Stericycle. Customer also agrees that all containers supplied to Customer by Stericycle shall be collected and disposed of only by Stericycle or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Stericycle reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Non-Conforming Waste. No containers will be picked up that are improperly packaged or labeled or that are wet or leaking. Weight limits for containers are as follows: all cardboard boxes=40 lbs.; 10-gallon tubs = 35 lbs.; 20, and 21 gallon reusable tubs= 50 lbs., 28, 40, and 48 gallon reusable tubs = 60 lbs. Overweight/Improperly Packaged materials are charged in accordance with current WUTC tariff. Pathology Wastes defined as Human Surgical Specimens, tissues, organs, placentas, and limbs, etc and Trace Chemotherapy wastes defined as sharps, syringes, IV tubing/bags/bottles/vials and other discarded contaminated items generated in the preparation and administration of cytotoxic/antineoplastic drugs. Only empty container/bags/syringes are acceptable (3% or less original compound volume)-these wastes must be packaged separately as listed in Stericycle's current Washington Utilities and Transportation Commission (WUTC) tariff.

**Article II Term and Payment for Service.** This Agreement is for the term of thirty-six months, unless earlier terminated in accordance with applicable law.

**Article III Title** Title to Biomedical Waste collected from Customer shall be transferred to and vested in Stericycle at the same time the Biomedical Waste is fully loaded into Stericycle's truck. Prior thereto, all title to Biomedical Waste shall be in Customer. Title to Non-Conforming Waste and any waste other than Biomedical Waste shall remain with Customer at all times.

**Article IV Liability for Equipment** Customer acknowledges that it has the care, custody and control of containers and other equipment owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Therefore, Customer expressly agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement.

**Article V Force Majeure** Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

**Article VI Assignment** This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment to a wholly owned affiliate or subsidiary of Stericycle or an assignment by operation of law.

**Article VIII Insurance** Stericycle and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of this Agreement: Worker's Compensation - Statutory; Employer's Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual Liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence, combined single limit; Environmental Impairment Liability (Contractor only) - as required by applicable law or regulation. To the extent permitted by law, the above insurance requirements may be met, in whole or in part, by a plan of self insurance. Customer and Stericycle agree to furnish, upon request, certificates of insurance attesting to the insurance coverages and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty days prior to cancellation of any policy covered thereunder.

**Article IX Provision of Services and Payment for services-** Stericycle shall provide the services specified in its tariff as filed with the Washington Utilities and Transportation Commission (WUTC). Generator will pay for these services at the rates specified in the Tariff, as amended from time to time, and on the terms stated in Stericycle's invoices. In addition: (a) Generator shall grant Stericycle safe and unobstructed access to its premises to permit Stericycle to perform its obligations under this Agreement. (b) If Stericycle determines that a shipment contains materials other than Medical Waste and/or materials that Stericycle is not authorized to receive, Stericycle may reject the shipment. Stericycle may assist Generator in the safe disposal of such materials but Generator shall bear all responsibility for such disposal. (c) Medical Waste shall become the property of Stericycle, subject to applicable laws governing such material, upon treatment by Stericycle. (d) Stericycle shall maintain all necessary permits and other authorization required for it to perform its obligations under this agreement. (e) Under this agreement, the actual price of any and all sharps containers purchased by the customer through Stericycle are not price protected for the term of this agreement.

**Article X Indemnity** Stericycle will indemnify Customer from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including Customer's property and injuries to or death of person or persons, including Customer's employees, caused by or resulting from Stericycle's negligence or willful misconduct or Stericycle's breach of this Agreement. The foregoing indemnity from Stericycle to Customer under this Article shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's tender of Non-Conforming Waste. In any instance in which Customer claims indemnity under this Article, Stericycle shall have the right, but not the duty to defend (and control the defense of), Customer in any litigation arising out of the occurrence from which Customer claims that Stericycle's indemnity obligation exists.

Customer hereby agrees to indemnify Stericycle harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Stericycle's property, and injuries or death to person or persons, including Stericycle's employees caused by or resulting from Customer's negligence or willful misconduct, Customer's tender of Non-Conforming Waste or Customer's breach of this Agreement.

With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

**Article XII Notices** Except as otherwise provided in Article II, all notices required or desired to be given hereunder shall be given in writing to the parties at the address indicated in the first part of this Agreement.

**Article XIII Independent Contractor** Stericycle's relationship to Customer under this Agreement shall be that of independent contractor. Stericycle is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Stericycle or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Stericycle shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Stericycle, or any of its employees, as employees, agents, joint venturers, or partners of Customer.

**Article XIV Amendment and Waiver** Except as otherwise provided in Article II, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

**Article XV Entire Agreement** This Agreement (including any attachments, exhibits, and amendments thereto) constitutes the entire understand between the parties hereto and cancels and supercedes all prior negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.



## WASTE ACCEPTANCE POLICY (APPENDIX A)

### INTRODUCTION

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the **minimum** requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative.

### REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** pharmaceuticals, waste containing mercury or other heavy metals, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal EPA Regulations. Stericycle **cannot accept** these excluded materials. In addition, Stericycle **cannot accept** bulk liquids or chemotherapy waste, radioactive materials, fetal remains, or human torsos. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Please contact your local representative for details and packaging specifications.

### WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. All Stericycle customers are provided with packaging instructions which describe the packaging, maximum weights, proper sealing/closure of inner bags and outer containers and proper packaging of sharps. These instructions are designed to comply with the packaging requirements of 49 CFR 173.197, which require that waste be packaged in a container that is 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; 6) puncture resistant for sharps and sharps with residual fluids; and 7) break-resistant and tightly lidded or stoppered for fluids in quantities greater than 20 cubic centimeters. Waste identified as cultures and stocks must conform to appropriate DOT PG II packaging requirements.

### MANAGEMENT OF NON-CONFORMING WASTE

As required by regulations, and company policy Stericycle employees may refuse containers that are non-conforming as to their contents, unacceptably or improperly packaged, leaking, damaged or likely to create risk of exposure to employees and/or the general public. Proper segregation and packaging is essential to compliant and safe handling and transportation of regulated medical waste.



## STERICYCLE WASTE ACCEPTANCE POLICY CHECKLIST

### Accepted Waste:

#### ■ Sharps

(Needles and syringes, scalpel blades, glass pipettes, slides, etc.)

#### ■ Laboratory Wastes

(Cultures and stocks of Biohazard Level 1, 2, and 3 infectious agents, test tubes)

#### ■ Contaminated Disposal Material, Equipment, and Instruments

(Includes but is not limited to: blood administration sets, drainage collection devices, disposal gloves and gowns, dressings)

#### ■ Dialysis Tubing and filters

(Dialyzers)

#### ■ Blood, Blood Products, Body Fluids

### Accepted Waste Which Must Be Identified And Segregated For Incineration

#### ■ Trace-contaminated Chemotherapy Waste

Empty drug vials, syringes and needles, spill kits, IV tubing and bags contaminated gloves and gowns, and related materials as defined in Federal and state standards  
Consult Stericycle Representative for specific exceptions

#### ■ Pathological Waste

Human or animal body parts, organs, tissues and surgical specimen (exclusive of formaldehyde or other preservative)

### Waste NOT Accepted By Stericycle

#### ■ Pharmaceutical Waste

Must be characterized and certified as non-RCRA hazardous material by generator.  
Additional packaging and protocols apply. See Stericycle Representative for details.

#### ■ Chemicals

Formaldehyde, acids, alcohol, waste oil, solvents, reagents, fixer developer, etc.

#### ■ Hazardous Waste

Drums or other containers with a hazard warning symbol, batteries, heavy metals, etc.

#### ■ Radioactive Waste

Any container with a radioactivity level that exceeds regulatory or permitted limit; lead-containing materials

#### ■ Complete Human Remains

(Cadavers, complete torso, etc.)

#### ■ Bulk Chemotherapy Waste

#### ■ Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans

#### ■ Glass Thermometers, Sphygmomanometers, and Other Medical Devices or Solutions Containing Mercury

**Additional waste acceptance policies may apply based on state or permit specific requirements. Please refer to your local Stericycle Representative for additional information. For additional information on container and labeling requirements contact our Stericycle Customer Service location.**



**Kleen Environmental Technologies, Inc.**  
 754 Garfield Street. Seattle, Washington 98109  
 Office 206.285.8010  
 Fax 206.285.9646  
 kleenet@isomedia.com

**Bill-of-Lading**

Date: 11/17/2003  
 Job#: 8970

<b>From:</b>	<b>Ship To:</b>
	CMX Corporation 6601 S Glacier Street Tukwila WA 98188

Quantity	Unit Description	Unit Size	Unit Qty.
1	Fixer for Recycle	G	5

Total Weight – Estimated Quantity		
<input checked="" type="checkbox"/> Seattle		
Shipper: Kleen Environmental Driver: <i>[Signature]</i>		11/17/2003
Offered by: <i>[Signature]</i>	Date: 11-17-03	

for ~~Bill of Lading~~

EXHIBIT 4

# CMX CORPORATION

P.O. BOX 58088  
 SEATTLE, WASHINGTON 98138-1088  
 425-656-1CMX  
 TOLL FREE 1-800-869-7191




# DELIVERY INVOICE

INVOICE DATE	INVOICE NO.	PAGE

SOLD TO *Kleen Environmental Tech* SHIP TO  
*75th Garfield Street*  
*Seattle, WA 98109*

ORDER DATE	CUSTOMER NO.	SALESMAN	SERVICEMAN	PURCHASE ORDER NO.	SHIP VIA	SHIP DATE	TERMS
<i>11-24-03</i>		<i>House</i>			<i>CMX</i>	<i>11/24/03</i>	

ITEM NO.	QUANTITY ORDERED	ORD. UNIT	QUANTITY SHIPPED	QUANTITY BACKORD.	STOCK NO.	ITEM DESCRIPTION
<i>5</i>		<i>GAL</i>				<i>#8920</i>
<del><i>5</i></del>		<del><i>GAL</i></del>				<del> </del>
<i>5</i>		<i>GAL</i>				<i>#8948</i>
<i>5</i>		<i>GAL</i>				<i>#8973</i>
						<i>#8979</i>
 <i>Filter for Recycle 20 Gallons</i>						

NO RETURNS WITHOUT WRITTEN AUTHORIZATION

EXHIBIT *4a*

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

PACKING LIST

## HISTORY/SERVICE

We are pleased to introduce the company Kleen Environmental Technologies, Inc.

Kleen Environmental was incorporated in 1994 and was founded as an full-service environmental consulting group. As a Washington State Corporation, Kleen Environmental provided a unified corporate structure so that our staff may offer expertise in providing Environmental consulting services i.e. regulatory compliance, hazardous waste management and recycling.

Kleen Environmental works in collaboration with the leading companies in the industry and by operating independently we are able to offer a wide range of services and solutions that can be tailored to the best possible fit for the needs of your operation.

We understand the complexity of the dental industry and the desire to have your waste managed properly and professionally. Over the years we have built a great deal of sentiment in the community and our clients grow greater with each passing year.

What we are most excited about is being presented the opportunity to bring these services to our dental clients and address waste management and disposal with high regard for accountability and client resource preservation.

Sincerely,

Kleen Environmental Tech Inc.

Prst Std.  
U.S. Postage  
Paid  
Seattle, WA  
Permit No. 2329

**Kleen Environmental Technologies, Inc.**  
**754 Garfield Street**  
**Seattle, WA 98109**

**KLEEN ENVIRONMENTAL  
TECHNOLOGIES, INC.**



**"Your Solution to Dental Waste Management"**

**206 285 8010**

# Federal, State, and County Hazardous Waste Compliance

County and State regulatory agencies are requiring dental practitioners to comply with Federal and State hazardous waste regulations.

## WAC173-303

Washington State Regulations require that hazardous wastes generated by dental practitioners must be managed in accordance with developed procedures and guidelines. With compliance comes a degree of paperwork and extra labor hours for your business.

Kleen Environmental Tech, Inc., is prepared to assist you in these issues and service your office's proper waste accountability and reclamation needs. With a turnkey service, Kleen Environmental will provide the following:

- \*Completion of all necessary and regulatory paperwork required to meet federal, state and county procedures, guidelines and regulations.
- \*Maintain material profiles
- \*Packaging and storage materials for hazardous materials
- \*Manifesting and transportation to a licensed reclamation facility

## Hazardous & Regulated Materials

Kleen Environmental will manage your hazardous and regulated wastes to include:

- \*X-Ray Fixer
- \*Mercury Amalgam
- \*Lead Foils
- \*Sterilization Solutions

Kleen Environmental can also manage your fluorescent light tubes and a variety of batteries.

With pick-ups normally scheduled on a quarterly basis, Kleen Environmental can manage the aforementioned materials for:

***About \$1.68 per day!***

## Program Costs Material

The following services are included in the disposal prices:

**Administration:**  
Includes all paperwork, i.e., bill of lading, manifests, reports, labels, so waste can be picked up.

**Waste Pick-Up:**  
Includes Haz-Tech time, truck time for pick-up of materials and delivery of replacement containers.

**Transportation:**  
Includes Haz-Tech time and truck to deliver all materials to licensed reclamation facility.

Since all dental practitioners have different needs, the following list includes the most common materials handled by Kleen Environmental Technologies. Costs vary according to material volume:

- Fixer: \$40.00
- Lead: \$35.00
- Amalgam: \$95.00
- Fluorescent bulbs \$0.12/lineal foot
- Batteries as universal waste

## Outside the Greater Seattle Area

(North of Everett, East of Issaquah & South of Tacoma)  
Prices will vary depending upon distance traveled. Reclamation fees, transportation to facility fees and office administration costs will remain the same.

## Reclamation Scheduling

Schedules can be determined as you and your staff directs on a quarterly or semi-annual basis or more often depending on demand.

## Special Price Quote

Call us today and ask to speak with our Dental Account Representative.

*Kleen Environmental Tech Inc.,*

Phone: 206-285-8010  
Fax: 206-285-9646  
Email: [qapc@kleenenviromental.com](mailto:qapc@kleenenviromental.com)

Licensed & Bonded  
General Contractors No. KLEENET055KA





## Universal Waste Rule for Batteries and Mercury-Containing Thermostats

**WAC 173-303-573**

*Ecology Fact Sheet*

*Publication Number 98-407  
Revised July 2000*

The Universal Waste Rule is a federal rule that the Environmental Protection Agency (EPA) adopted in May 1995 for three types of waste. Universal wastes are certain dangerous wastes that are frequently generated, and that can be managed appropriately under less stringent regulatory requirements. They are generated by many types of generators and are considered to be less hazardous than other wastes. The federal rule set forth some reduced waste management standards for batteries, thermostats, and pesticides. For example, they do not have to be manifested or counted. Ecology adopted two categories of universal waste, batteries and mercury-containing thermostats in the Dangerous Waste Regulations at WAC 173-303-573 in February 1998. Washington did not adopt the third category of universal waste that is available through the EPA rule, waste pesticides. Waste pesticides remain subject to the designation and full management requirements of the Dangerous Waste Regulations.

Ecology also adopted a petition process in 1998. Through this process other wastes can be added to the Universal Waste Rule if they meet certain criteria. If a petition to add other wastes is approved by Ecology, they will be added as universal wastes in future rulemakings. In June 2000, Ecology adopted the Universal Waste Rule for lamps. The state rule differs somewhat from the federal rule. See Ecology publication # 00-04-020, *Universal Waste Rule for Dangerous Waste Lamps WAC 173-303-573* for more information.

The three most significant areas of relief for universal wastes are:

- The waste does not need to be counted toward waste generation totals to determine generator status.
- The waste does not need to be manifested when sent off-site.
- Both the accumulation limit and length of time the waste may be accumulated have been increased.

It is important to note that universal wastes must go to a treatment, storage, disposal, (TSD) or recycling facility.

## Universal Waste Categories

**Batteries-** All batteries that are hazardous waste should be managed as universal waste except for spent lead-acid batteries (typically automobile batteries). Spent lead-acid batteries may continue to be managed under the lead-acid battery exemption at WAC 173-303-520.

Generators are encouraged to segregate their batteries by type because all batteries are not managed in the same way. For instance, nickel cadmium batteries can be recycled to recover their metal content. A recycler may not accept them if they are mixed with alkaline or other batteries.

Other types of batteries include alkaline, mercuric-oxide, alkaline-manganese, zinc-carbon, button cell mercuric-oxide, silver oxide, and lithium. These should all be managed under the universal waste requirements. Consumer products that contain difficult-to-remove rechargeable batteries should also be managed as universal waste.

Are alkaline batteries a hazardous waste? Alkaline batteries have been shown to designate for their mercury content and also for the state-only criteria as solid corrosive waste. The mercury content in batteries has been decreasing due to changes in manufacturing, but the alkaline batteries continue to designate as a solid corrosive waste. A generator can always test batteries to determine whether they designate. However, alkaline batteries should be managed as universal waste unless test results show that they are not hazardous.

**Mercury-containing Thermostats-** Thermostats that contain mercury should be managed as universal waste. This does not include all mercury switches. A thermostat is a temperature control device that contains metallic mercury in an ampule attached to a bimetal sensing element. Ampules removed from these thermostats should also be managed under the universal waste requirements. Other types of mercury switches must be managed according to all applicable dangerous waste requirements.

**Lamps-**The following are types of lamps that should be managed as universal waste unless you have information that shows that these lamps are not dangerous waste: fluorescent tubes, compact fluorescent, HID lamps (mercury vapor, metal halide, high pressure sodium), neon lamps, and any other lamps that are dangerous waste. (See Ecology Publication # 00-04-020 for more information.)

## Universal Waste Handler Requirements

A universal waste handler is either the generator of the waste or a collector/consolidator. There are two categories of universal waste handlers - Small Quantity Handlers of Universal Waste (SQHUW) and Large Quantity Handlers of Universal Waste (LQHUW). SQHUW may accumulate up to 11,000 pounds of all universal waste categories combined, except for lamps, which have a 2,200-pound accumulation limit. When a handler exceeds 11,000 pounds (or 2,200 pounds for lamps), they become a LQHUW and are subject to extra requirements.

**Both SQHUW and LQHUW must:**

- Label or mark wastes. For example, "universal waste - batteries" or "waste mercury thermostats."
- Limit accumulation to one year from the date first generated, or received from another handler.
- Manage wastes to prevent releases to the environment.
- Immediately contain releases and handle residues appropriately (as solid or as hazardous waste). If residues are hazardous, manage them in accordance with all applicable requirements of the Dangerous Waste Regulations.
- Follow procedures for handling batteries and removing mercury-containing ampules from thermostats.
- Send or take universal waste to another handler who is acting as a collection center (with their prior agreement), a destination facility (TSD or recycler), or a foreign destination.
- Ensure that the receiving facility (collection center or destination facility) will accept the load before it is sent. If rejected, the original handler must accept the waste back, or both parties may agree on a new destination.
- Follow the export notification procedures for foreign destinations.
- Provide employee training. LQHUW must ensure that employees are familiar with waste handling and emergency procedures. SQHUW must distribute basic handling and emergency information.

**Additional Large Quantity Handler (LQHUW) requirements:**

- Maintain basic records to track waste shipments. Records may be in the form of a log, invoice, manifest, bill of lading, or other shipping document. They must be maintained for three years and must include names, addresses, quantity and types of wastes, and shipment dates.
- Notify Ecology and obtain a RCRA ID number. Handlers who anticipate accumulating 11,000 pounds or more of universal waste at any one time (or 2,200 pounds for lamps) must submit a one-time written notification and receive a RCRA ID number before exceeding the accumulation limit. Note: LQHUW status is maintained through the end of the calendar year in which 11,000 pounds or more of universal waste is accumulated.

**Prohibitions for All Handlers**

Handlers may not dilute, dispose, or treat universal wastes. There are two exceptions.

Routine battery management activities. The following routine battery management activities are not considered treatment: sorting batteries by type, mixing battery types in one container, discharging batteries, regenerating used batteries, disassembling battery packs, removing batteries from discarded consumer products, and removing electrolyte. These are acceptable battery management practices provided the casing of each battery cell is not breached and remains intact and closed. Cells may be opened to remove electrolyte, but must be closed immediately after removal.

Removing mercury-containing ampules from thermostats. The handler of the waste can remove mercury-containing ampules. Detailed directions regarding removing mercury ampules may be found in the rule itself.

**Collection Centers/Consolidation Points-**

A collection center receives universal waste from other universal waste handlers (generators), consolidates it, and sends it to a treatment, storage, disposal or recycling facility (destination facility). The collection center must comply with the appropriate set of LQHUW or SQHUW requirements based on the amount of universal wastes that is collected on site.

A permitted treatment, storage or disposal (TSD) facility may be a collection center for universal wastes that it consolidates and sends on to a destination facility. The TSD must comply with the appropriate LQHJW or SQHJW requirements. A TSD may not collect universal wastes as a universal waste handler if it is the destination facility. It is considered the destination facility if it treats, disposes of, or recycles that particular category of universal waste.

## Small Quantity Generator (SQG) Waste

Small quantity generators may manage their batteries, mercury containing thermostats, and lamps under either the Universal Waste Rule or in accordance with the SQG requirements. However, if SQG or household hazardous waste batteries, thermostats, and lamps are commingled with universal waste from medium or large quantity generators, the commingled waste is considered hazardous waste and must be managed as universal waste.

## Satellite Accumulation

Universal wastes may not be satellite accumulated. The key distinction between satellite accumulation and accumulation of universal waste pertains to the accumulation start date. For universal waste, the generator must mark or label the container to document the first date of accumulation of an item at each location. Universal wastes can only be accumulated for one year from that date. The location, or number of locations (points of generation), at which universal wastes are accumulated is not limited.

## Transporter Requirements

A universal waste transporter is a person who is engaged in the off-site transportation of universal waste by air, rail, highway, or water.

- Universal waste must be managed in compliance with all applicable U.S. Department of Transportation (DOT) regulations. Applicable DOT requirements apply if a universal waste meets the definition of hazardous materials under 49 CFR 171-180.
- No hazardous waste manifest is required unless the waste is transported through a state where the waste is not regulated as a universal waste.
- Handlers may transport their own waste and must follow transporter requirements.
- Transporters may not dispose, dilute, or treat universal waste.
- Universal waste may be stored for up to ten days at transfer facilities (for example, loading dock, parking area, or storage area) during the normal course of transportation.
- Releases must be contained and residues handled appropriately.
- Universal waste must only be transported to a universal waste handler acting as a collection center (through prior agreement), a destination facility, or a foreign destination (export requirements must be followed).

## Destination Facilities

Destination facilities are facilities that treat, dispose of, or recycle universal waste. They must meet all Dangerous Waste Regulation requirements for treatment, storage, disposal (TSD) facilities (sections 800 through 840) or recycling facilities (section 120(4)(c)), except for manifesting. If universal waste is only accumulated at a facility because that facility is generating the waste or acting as a collection center, it is not a destination facility for purposes of managing that category of universal waste. Such a facility must comply with the appropriate universal waste handler requirements. Destination facilities must retain the same records for receipt of universal waste shipments as those kept by Large Quantity Handlers of Universal Waste (LQHUW). A destination facility may reject a shipment by shipping the waste back to the original shipper or both may agree to a new destination facility.

## Glossary

Several terms, or definitions, were added to the regulations with the adoption of the Universal Waste Rule. Definitions were added for the following: battery, destination facility, lamps, large quantity handler of universal waste, small quantity handler of universal waste, thermostat, universal waste, universal waste handler, universal waste transfer facility, and universal waste transporter. Many of these terms have been described in the above discussion. A few are defined below.

"Universal waste handler" means a generator of universal waste; or the owner or operator of a facility, including all contiguous property, that receives universal waste from other universal waste handlers, accumulates universal waste, and sends universal waste to another universal waste handler, to a destination facility, or to a foreign destination.

"Small quantity handler of universal waste" means a universal waste handler who does not accumulate 11,000 pounds or more total of universal waste (batteries, thermostats, and lamps, calculated collectively) and/or who does not accumulate more than 2,200 pounds of lamps at any time.

"Large quantity handler of universal waste" means a universal waste handler who accumulates 11,000 pounds or more total of universal waste (batteries, thermostats, and lamps calculated collectively) and/or who accumulates more than 2,200 pounds of lamps at any time. This designation as a large quantity handler of universal waste is retained through the end of the calendar year in which 11,000 pounds or more total of universal waste and/or 2,200 pounds of lamps is accumulated.

## For More Information

Questions on this topic may be directed to your nearest regional office Dangerous Waste Specialist. A list of offices and their phone numbers is shown below:

Northwest Region - Bellevue	(425) 649-7000
Southwest Region - Olympia	(360) 407-6300
Central Region - Yakima	(509) 575-2490
Eastern Region - Spokane	(509) 456-2926
Nuclear Waste - Kennewick	(509) 736-5718
Industrial Section - Olympia	(360) 407-6000

# Fluorescent Lamp Recyclers

<http://www.ecolights.com>

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(Best viewed at 1024 X 768 resolution or higher.)

Ecolights Northwest operates state of the art material recovery equipment using the best available technology to ensure reliable recycling, you can rest assured that potential liabilities have been eliminated. To provide permanent security you will receive a Certificate of Recycling to complete the compliance paper trail.

We provide storage/shipping containers, transportation, handling documents, and the final recycling, all handled by our experienced staff. In addition we can offer PCB ballast disposal and non-PCB ballast recycling. Ecolights Northwest can provide a competitive quote or information for any job in the Western U.S.

## 100% Recycle

*Fluorescent Lamps*

*HID Lamps*

*Mercury Thermostats*

*Light Ballasts*

## Environmental Compliances Exceeded

*Traceable Recycling Records*

*Fully Permitted & Insured*

*Clean Material Separation*

*Environmentally Sound Operations*

## Ecolights Northwest

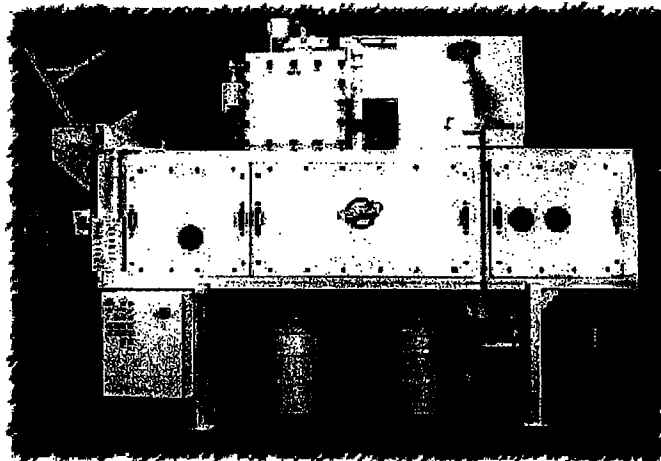
Post Office Box 94291  
Seattle, Wa 98124-6591

## Customer Support & Information

Bus: (206) 343-1247

Fax: (206) 343-7445

[sales@ecolights.com](mailto:sales@ecolights.com)



Our self contained recycling unit. Designed for safety and compliance.

[Visit our parent company Total Reclaim, Inc.](#)

## Other Recycling Services

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### Universal Waste

In addition to Ecolights Northwest's fluorescent lamp and ballast programs we also offer proper handling and disposal of two other Universal Wastes. [Definition of Universal Waste @ www.ecy.wa.gov/biblio/98407.html](http://www.ecy.wa.gov/biblio/98407.html)

### Batteries

All batteries that are hazardous waste can be handled under the universal waste rules. These include, but are not limited to Nickel Cadmium (NiCd), alkaline, mercuric-oxide, zinc-carbon, button-cell mercuric oxide, silver oxide, and lithium.

Batteries collected by Ecolights Northwest are segregated by type and sent to a battery reclamation facility where they are processed and reclaimed into stainless steel remelt alloy. Cadmium from NiCd batteries is recycled to produce up to 99.99% pure cadmium and is used to make new NiCd batteries.

### Thermostats and Switches

Thermostats that contain mercury should be managed as universal waste. The Washington State Department of Ecology defines a thermostat as a temperature control device that contains metallic mercury in an ampule attached to a bimetal sensing element.

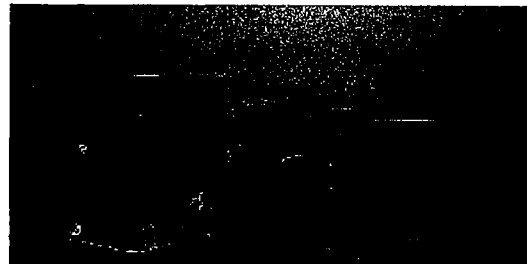
Other types of mercury switches must be managed according to all applicable dangerous and hazardous waste requirements.

**For further information and current pricing on these waste types please contact Ecolights Northwest; [pkeller@totalreclaim.com](mailto:pkeller@totalreclaim.com).**

### Other Recycling Programs

Through our parent company Total Reclaim, Inc. we are able to offer recycling of the following materials:

**Electronic Recycling Program** This program offers recycling of computer monitors and other computer equipment.



**Refrigerant Recycling Program** Total Reclaim, Inc. is an industry leader in the proper decommissioning and recycling of household appliances and HVAC equipment, along with the proper management of CFC gases.

# ROUTING SLIP

ASSIGNMENT NO.: 104196 MOTCAR NO.: 42309 PERMIT: CC-61426

CARRIER NAME: Kleen Environmental Technologies Inc.

INVESTIGATOR(S): John Foster DATE: 8-26-04

RECOMMENDATION: For Commission review & response to the  
complaint. The carrier had no violations of RCW  
81-77. Violations of RCW 81-80-070 were found. These  
have been corrected, (carrier obtained CC permit)

Should carrier be rechecked? NO

REVIEWED BY: Mel DeLoe DATE: 8-31-04

close & file

FINAL RECOMMENDATION BY: \_\_\_\_\_ DATE: \_\_\_\_\_

OTHER INFORMATION: 9/2/04 closed case

CC: John Foster with copy of letter to Stephen Johnson, atty.



**PART - A**

**WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

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

Telephone (360) 664-1222 - Fax (360) 586-1181  
Intrastate Common Carrier Operating Authority

**APPLICATION FOR PERMIT**

(excluding Household Goods and Common Carrier Brokers)

RECEIVED

JUL 23 2004

WASH. UT. & TP. COMM.

**FOR OFFICIAL USE ONLY**

Reception Number: <b>0007984</b>	Safety: <i>MD</i>	Carrier ID#: <b>42309</b>
111 0268 200 02 <b>215.00</b>	Insurance: <i>de</i>	Employee: <i>SM</i>

**TYPE OF APPLICATION (check one)**

New Common Carrier Permit Authority, or Transfer of Existing Permit Number		Extension of Common Carrier Permit Authority	
<input 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 checked="" 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			

<input type="checkbox"/> \$100 REINSTATEMENT OF CANCELLED COMMON CARRIER PERMIT (Must be filed within 10 months of cancellation)	For Commission Use Only: Auth #:
---	-------------------------------------

**TYPE OF PAYMENT**

Check    Money Order    Amex    Discover    Mastercard    Visa   Expiration Date

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

Name (printed): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**MOTOR CARRIER IDENTIFICATION**

CC#: <b>61426</b>	US DOT# (if required) <b>1174694</b>	WA UNIFIED BUSINESS IDENTIFIER (UBI) #: <b>601 583 676</b>
-------------------	--------------------------------------	--

APPLICANT NAME: **Kleas Environmental Technologies Inc.** PHONE#: **206-285-8010**

d/b/a: \_\_\_\_\_ FAX #: **206-285-9646**

BUSINESS (MAILING) ADDRESS: (street address, P.O. Box) **754 Garfield Street**

(city, state, zip) **Seattle, WA 98109**

PHYSICAL ADDRESS: (street address, if different)

**TYPE OF BUSINESS STRUCTURE**

(check individual or complete partnership/corporation information)

INDIVIDUAL     PARTNERSHIP     CORPORATION – STATE OF INCORPORATION WA

**NAME**                      **TITLE**                      **STOCK DISTRIBUTION OR PERCENTAGE OF SHARE**

Robert Olson    President

Kenneth Lee    CEO

Darin Perella

**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)**

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

<p>The applicant <u>WILL NOT HAUL</u> hazardous materials in any quantity and <u>WILL</u> only operate vehicles less than 10,000 pounds gross weight rating-- <u>\$300,000</u> in Public Liability and Property Damage Insurance is required. You do not need to complete the Safety Fitness Survey.</p>	<p>The applicant <u>WILL NOT HAUL</u> hazardous materials in any quantity -- <u>\$750,000</u> in Public Liability and Property Damage Insurance is required. Complete and submit the Safety Fitness Survey-- Section 1.</p>	<p>The applicant <u>WILL HAUL</u> hazardous materials requiring <u>\$1 million</u> in Public Liability and Property Damage Insurance and submit the Safety Fitness Survey – Sections 1 and 2.</p> <p align="center">✓</p>	<p>The applicant <u>WILL HAUL</u> hazardous materials requiring <u>\$5 million</u> in Public Liability and Property Damage Insurance. Complete and submit the Safety Fitness Survey – Sections 1 and 2.</p>
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**EQUIPMENT LIST (Attach additional list if necessary)**

UNIT#	LICENSE#	STATE	VIN#

**TYPE OF BUSINESS STRUCTURE**

(check individual or complete partnership/corporation information)

INDIVIDUAL     PARTNERSHIP     CORPORATION - STATE OF INCORPORATION WA

NAME	TITLE	STOCK DISTRIBUTION OR PERCENTAGE OF SHARE
<u>Robert Olson</u>	<u>President</u>	
<u>Kenneth H Lee, CPA</u>		
<u>Darin Perouk</u>		

**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)**

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

<p>The applicant <u>WILL NOT HAUL</u> hazardous materials in any quantity and <u>WILL</u> only operate vehicles less than 10,000 pounds gross weight rating—<u>\$300,000</u> in Public Liability and Property Damage Insurance is required. You do not need to complete the Safety Fitness Survey.</p>	<p>The applicant <u>WILL NOT HAUL</u> hazardous materials in any quantity -- <u>\$750,000</u> in Public Liability and Property Damage Insurance is required. Complete and submit the Safety Fitness Survey— Section 1.</p>	<p>The applicant <u>WILL HAUL</u> hazardous materials requiring <u>\$1 million</u> in Public Liability and Property Damage Insurance and submit the Safety Fitness Survey — Sections 1 and 2.</p> <p style="text-align: center;">✓</p>	<p>The applicant <u>WILL HAUL</u> hazardous materials requiring <u>\$5 million</u> in Public Liability and Property Damage Insurance. Complete and submit the Safety Fitness Survey — Sections 1 and 2.</p>
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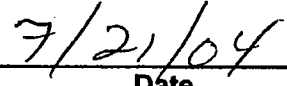
**EQUIPMENT LIST (Attach additional list if necessary)**

UNIT#	LICENSE#	STATE	VIN#
<u>3</u>	<u>A323370</u>	<u>WA</u>	<u>JALB4B114J7003116</u>

*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.*

A handwritten signature in cursive script, appearing to read "R. L. Olson", written over a horizontal line.

**Signature(s)**

A handwritten date "7/21/04" written in cursive script over a horizontal line.

**Date**

## PART - B

### SAFETY FITNESS SURVEY - SECTION 1 GENERAL SAFETY

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

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

Washington Trucking Associations, 930 So. 336th St., Suite B, Federal Way, WA 98003, (206) 838-1650  
J. J. Keller, P O Box 368, Neenah, WI 54957-0368, (800) 558-5011  
Willamette Traffic Bureau, 1444 SE Hawthorne, Portland, OR 97214, (503) 236-1183  
Government Printing Office, 915 2nd, Seattle, WA 98174, (206) 553-4270

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

Name: DARIN PEROUAZ Position: Vice President - Technical Serv.

Any person who drives a commercial motor vehicle requiring a CDL must be in a Controlled Substance and Alcohol Testing program that complies with the FMCSR in 49 CFR Part 382 and 49 CFR Part 40.

Each company will have in place a system for complying with FMCSR governing alcohol and controlled substances testing requirements (49 CFR Part 382 and 49 CFR Part 40).

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

Name: DARIN PEROUAZ Position: Vice President - Technical Serv.

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

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

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

#### Driver Qualification Requirements (Part 391)

Name: DARIN PEROUAZ Position: Vice President - Technical Serv.

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

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

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

Name: Allen McCloskey Position: \_\_\_\_\_

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

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

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

Name: RAY CASTILLO Position: HAZ-TECH I

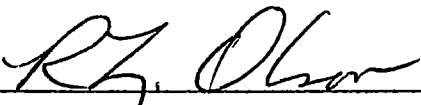
Part 396.11 requires that drivers prepare a written "Driver Vehicle Inspection Report" on each vehicle used each day. Refer to Part 396.11 for a description of the required content of this report.

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

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

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

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

  
Signature of applicant

7/20/04  
Date

Please ask for technical assistance if you require information on any of these safety issues.

## Technical Assistance

As part of the Common Carrier permit application process, the Commission voluntarily provides technical assistance on any of the Safety Fitness requirements. The goal and mission of the Commission are to assist carriers in understanding the safety rules and regulations and what is necessary to have an adequate and effective safety program.

Requesting additional information on any or all of the below listed sections will not result in your company being selected for a safety compliance audit. There is no additional charge for this service. Technical assistance may be in the form of a personal contact or telephone contact, depending on Commission employee availability.

If you want information on any of the safety requirements, check the appropriate box(es) below. Please include day and evening phone numbers and the name of the person to be contacted.

Place an "X" or check mark in the box in front of any subject on which you wish assistance.	Subject/Topic Area
<input type="checkbox"/>	Controlled Substances and Alcohol testing (Part 382)
<input type="checkbox"/>	Commercial Driver's Licensing requirements (Part 383)
<input type="checkbox"/>	Minimum Levels of Financial Responsibility (Insurance) (Part 387)
<input type="checkbox"/>	Driver Qualification requirements (Part 391)
<input type="checkbox"/>	Driving of Commercial Motor Vehicles (Part 392)
<input type="checkbox"/>	Parts and Accessories Necessary for Safe Operation (Part 393)
<input type="checkbox"/>	Hours of Service requirements (Part 395)
<input type="checkbox"/>	Inspection, Repair, and Maintenance (Part 396)

Contact person: \_\_\_\_\_

Day telephone number: \_\_\_\_\_

Evening telephone number: \_\_\_\_\_

## PART - B

### SAFETY FITNESS SURVEY - SECTION 2 HAZARDOUS MATERIALS

Applicants Applying to Transport HAZARDOUS MATERIALS must  
Complete the Following Questions.

1. Name the person or position responsible for maintaining and understanding current hazardous material regulations.  
DARIN PEROLLAZ
2.  N Are drivers provided with a current copy of Emergency Response Information as required by Title 49 CFR, Part 172.600?
3.  N Are drivers trained in the use of Emergency Response Information?
4.  N Is the Emergency Response Information carried in the vehicle?
5. Name the person or position responsible for providing training to all employees handling hazardous materials as required by Title 49 CFR, Part 177.800 and 177.816.  
DARIN PEROLLAZ
6.  N Are you familiar with the accident reporting requirements of Title 49 CFR, Part 177, Subpart D?
7. Who is responsible for completing hazardous materials shipping papers?  
DARIN PEROLLAZ & MARK VOLKERT
8. Where are hazardous material shipping papers located during transportation?  
IN CAB OF TRUCK w/ DRIVER
9. If you transport Radioactive Materials, name person or position that will be familiar with and provide training to employees for all transportation under CFR, Part 173, Subpart I - Radioactive Materials.  
N/A
10.  N Does your company have a US DOT Hazardous Materials permit? If so, attach a copy to this application.



**WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**  
**1300 S. Evergreen Park Drive S.W., P.O. Box 47250**  
**Olympia, WA 98504-7250**  
**(360) 664-1222**

KLEEN ENVIRONMENTAL TECHNOLOGIES, INC.  
754 GARFIELD STREET  
SEATTLE, WA 97109

PERMIT: CC-61426  
DATE: 07-28-2004

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**INTRASTATE COMMON CARRIER PERMIT**

*Pursuant to the provisions of Chapter 81 RCW, THIS IS TO CERTIFY that authority is granted to operate as a COMMON CARRIER in the transportation of:*

**GENERAL COMMODITIES IN THE STATE OF WASHINGTON**

INCLUDING:

Hazardous Materials

EXCLUDING:

Household Goods  
Armored Car Service

**SERVICE DATE**

**JUL 28 2004**

**WASHINGTON UTILITIES AND TRANSPORTATION  
COMMISSION**

By \_\_\_\_\_

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**NOTE: A copy of this permit MUST be carried in each vehicle being operated under this authority.**

# Disposal

## Solid Waste Disposal Tonnage - All Facilities

Transfer Stations	Tons 1999	Tons 2000	Tons 2001	Tons 2002	Tons 2003
Salem/Keizer Transfer Station	21,028	20,572	19,782	21,808	23,615
North Marion Transfer Station	5,069	4,525	4,873	5,390	6,151
<b>Waste-to-Energy Facility</b>	<b>182,369</b>	<b>183,873</b>	<b>184,146</b>	<b>183,984</b>	<b>185,590</b>
Marion Resource Recovery <sup>1</sup>	0	19,851	28,516	45,732	56,572
<b>Landfills</b>					
Brown's Island Demolition	10,212	7,812	3,227	4,469	5,765
Coffin Butte <sup>2</sup>	18,975	30,856	30,672	35,997	40,467
<b>Ashfill</b>	<b>48,137</b>	<b>47,175</b>	<b>47,010</b>	<b>48,558</b>	<b>49,238</b>

1. Facility opened April 2000

2. Tonnage from franchise haulers, includes Marion Resource Recovery residual. Does not include public self-haul.



## Waste-To-Energy Facility Tonnage

In County Waste	Tons 1999	Tons 2000	Tons 2001	Tons 2002	Tons 2003
Packer Trucks	95,577	106,265	105,718	105,827	107,162
Drop Box	41,255	33,253	34,961	35,223	34,429
Food Processor	6,861	5,722	3,975	4,571	4,107
Medical	328	335	348	337	335
City Clean Up	0	8	38	0	0
Salem/Keizer Transfer	24,485	20,427	18,147	14,268	15,915
North Marion Transfer	4,359	4,205	4,587	4,733	5,278
Public/Misc.	408	47	20	152	131
Document/Drug Destruction	752	688	453	328	248
SubTotal	174,035	170,950	168,247	165,439	167,605
<b>Out Of County Waste</b>					
METRO	1,500	6,732	11,322	13,908	12,000
METRO Medical	3	2	2	3	2
Lane, Linn, & Polk Counties	5,682	3,697	2,348	3,238	4,362
Out of State Medical	0	122	129	140	209
Other Medical	614	1,163	1,090	488	427
Misc. Out-of-County	528	1,205	1,008	768	985
SubTotal	8,334	12,921	15,899	18,545	17,985
<b>Total</b>	<b>182,369</b>	<b>183,871</b>	<b>184,146</b>	<b>183,984</b>	<b>185,590</b>

Over the past ten years (1993-2002), DEQ reports that Marion County residents and businesses have diverted approximately 1,112,566 tons of potential waste away from disposal facilities through their waste reduction and recycling efforts.

## Kibble &amp; Prentice

170-120th Ave. NE, Suite 100 Bellevue, WA 98005-3059 P.O. Box 3467 Bellevue, WA 98009-3467	425/454/2445 PH 425/646/9616 FX www.kpcom.com
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September 15, 2004

Mr. Stephen B. Johnson  
Garvey, Schubert, Barer  
1191 Second Avenue, 18<sup>th</sup> Floor  
Seattle, WA 98101

Dear Steve,

I am writing to follow up on our conversation concerning Kleen Environmental Technologies, Inc. You inquired about availability and costs for general liability and auto insurance for this type of new venture.

General liability for any company involved in waste management will require a specialty market. Given your estimate for initial revenue of about \$400,000, I think the liability cost for a \$1 million limit will be in the range of \$7500 to \$15,000 per year. Part of the final cost will depend on the underwriter's inquiry into the safe guards in place to avoid accidental contamination while the wastes are being transported. I inquired about this type of coverage with Swett & Crawford, one of our wholesale brokers, and found that we might approach such companies as: AIG, Zurich, Hudson and Evanston for this coverage.

I anticipate that commercial auto insurance will be available in the standard market. Business auto insurance with a \$1 million liability limit and physical damage coverage may be obtained at an annual cost in the range of \$3000 to \$4500 per vehicle. Safeco, Progressive and perhaps other carriers should be willing to underwrite this insurance. This assumes that we hire experienced drivers with excellent driving records and that the vehicles are box-style vans.

I look forward to working with you and the owners of Kleen Environmental Technologies as this project goes forward.

Sincerely,



Philip Rourke  
Senior Vice President

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 STERICYCLE OF WASHINGTON MEDICAL WASTE GENERATORS BY COUNTY
 

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2004

County	ZIP		LQG	SQG	TOTAL
Adams	99105	100.00%			
Adams	99169	100.00%		2	
Adams	99341	100.00%			
Adams	99344	77.30%			
Adams	99371	100.00%			
TOTAL			0	2	2
Asotin	99401	100.00%			
Asotin	99402	100.00%			
Asotin	99403	100.00%	1	13	
TOTAL			1	13	14
Benton	99320	100.00%			
Benton	99336	100.00%	6	59	
Benton	99337	100.00%		3	
Benton	99338	100.00%		2	
Benton	99345	100.00%			
Benton	99346	100.00%			
Benton	99350	96.00%	1	7	
Benton	99352	100.00%	2	50	
Benton	99353	100.00%			
TOTAL			9	121	130
Chelan	98801	100.00%	2	23	
Chelan	98807	100.00%			
Chelan	98811	100.00%			
Chelan	98815	100.00%		3	
Chelan	98816	100.00%		6	
Chelan	98817	100.00%			
Chelan	98821	100.00%			
Chelan	98822	100.00%			
Chelan	98826	100.00%		3	
Chelan	98828	100.00%		1	
Chelan	98831	100.00%			
Chelan	98836	100.00%			
Chelan	98847	100.00%			
Chelan	98852	100.00%			
TOTAL			2	36	38
Clallam	98305	100.00%			
Clallam	98324	100.00%			
Clallam	98326	100.00%		1	
Clallam	98331	100.00%		1	
Clallam	98343	100.00%			
Clallam	98350	100.00%			
Clallam	98357	100.00%			
Clallam	98362	100.00%	1	30	
Clallam	98363	100.00%		4	
Clallam	98381	100.00%			

Clallam	98382	97.90%		22	
	TOTAL		1	58	59

Clark	98601	98.20%			
Clark	98604	100.00%		16	
Clark	98606	100.00%		1	
Clark	98607	100.00%		18	
Clark	98622	100.00%			
Clark	98629	100.00%		3	
Clark	98642	100.00%		8	
Clark	98660	100.00%		25	
Clark	98661	100.00%		31	
Clark	98662	100.00%		22	
Clark	98663	100.00%	1	32	
Clark	98664	100.00%	4	37	
Clark	98665	100.00%	1	25	
Clark	98666	100.00%			
Clark	98668	100.00%			
Clark	98671	79.10%		12	
Clark	98675	100.00%		2	
Clark	98682	100.00%		11	
Clark	98683	100.00%		44	
Clark	98684	100.00%	3	28	
Clark	98685	100.00%		8	
Clark	98686	100.00%	1	14	
Clark	98687	100.00%			
	TOTAL		10	337	347

Columbia	99328	100.00%		1	
Columbia	99359	100.00%			
	TOTAL		0	1	1

Cowlitz	98581	100.00%			
Cowlitz	98603	100.00%			
Cowlitz	98609	100.00%			
Cowlitz	98611	100.00%		3	
Cowlitz	98616	100.00%			
Cowlitz	98625	100.00%		3	
Cowlitz	98626	100.00%		11	
Cowlitz	98632	99.90%	3	61	
Cowlitz	98645	100.00%			
Cowlitz	98649	100.00%			
Cowlitz	98674	65.80%		7	
	TOTAL		3	85	88

Douglas	98802	100.00%		5	
Douglas	98813	100.00%			
Douglas	98830	100.00%			
Douglas	98843	100.00%			
Douglas	98845	100.00%			
Douglas	98850	100.00%			
Douglas	98858	100.00%			

Douglas	99133			2	
	TOTAL		0	7	7

Ferry	99107	100.00%			
Ferry	99118	100.00%			
Ferry	99121	100.00%			
Ferry	99138	100.00%		1	
Ferry	99140	98.10%			
Ferry	99146	100.00%			
Ferry	99150	100.00%			
Ferry	99160	100.00%		1	
Ferry	99166	98.30%		2	
	TOTAL		0	4	4

Franklin	99301	100.00%	2	28	
Franklin	99302	100.00%			
Franklin	99326	91.70%		2	
Franklin	99330	100.00%			
Franklin	99335	100.00%			
Franklin	99343	100.00%			
	TOTAL		2	30	32

Garfield	99347	92.40%		1	
	TOTAL		0	1	1

Grant	98823	100.00%			
Grant	98824	100.00%			
Grant	98832	96.40%			
Grant	98837	100.00%	2	2	
Grant	98848	99.10%			
Grant	98851	100.00%			
Grant	98853	100.00%			
Grant	98857	100.00%			
Grant	98860	100.00%			
Grant	99115	79.50%		1	
Grant	99123	100.00%			
Grant	99133	90.40%		2	
Grant	99135	100.00%			
Grant	99321	100.00%			
Grant	99349	100.00%			
Grant	99357	100.00%			
	TOTAL		2	5	7

Grays Hart	98520	100.00%	2	5	
Grays Hart	98526	100.00%			
Grays Hart	98535	100.00%		1	
Grays Hart	98536	100.00%			
Grays Hart	98537	98.90%			
Grays Hart	98541	71.30%		1	
Grays Hart	98547	99.10%			
Grays Hart	98550	100.00%		1	
Grays Hart	98552	100.00%			

Grays Hart	98557	100.00%		2	
Grays Hart	98559	100.00%			
Grays Hart	98562	100.00%			
Grays Hart	98563	100.00%		2	
Grays Hart	98566	100.00%		1	
Grays Hart	98568	97.60%		1	
Grays Hart	98569	100.00%		2	
Grays Hart	98571	100.00%			
Grays Hart	98575	100.00%			
Grays Hart	98583	100.00%			
Grays Hart	98587	100.00%			
Grays Hart	98595	100.00%		1	
TOTAL			2	17	19

Island	98236	100.00%		3	
Island	98239	100.00%	1	12	
Island	98249	100.00%		6	
Island	98253	100.00%			
Island	98260	100.00%		5	
Island	98277	100.00%		25	
Island	98278	100.00%			
Island	98282	99.90%		3	
TOTAL			1	54	55

Jefferson	98320	100.00%			
Jefferson	98325	100.00%			
Jefferson	98339	100.00%		1	
Jefferson	98358	100.00%			
Jefferson	98365	100.00%			
Jefferson	98368	100.00%	1	11	
Jefferson	98376	100.00%			
TOTAL			1	12	13

King	98001	100.00%	1	17	
King	98002	100.00%		58	
King	98003	100.00%	3	108	
King	98004	100.00%	4	164	
King	98005	100.00%		28	
King	98006	100.00%		35	
King	98007	100.00%		56	
King	98008	100.00%		14	
King	98009	100.00%		1	
King	98010	100.00%		1	
King	98011	100.00%	1	37	
King	98013	100.00%		1	
King	98014	100.00%		4	
King	98015	100.00%			
King	98019	99.90%		6	
King	98022	95.40%	1	22	
King	98023	100.00%		14	
King	98024	100.00%		2	
King	98025	100.00%			

King	98027	100.00%		71
King	98028	100.00%		21
King	98029	100.00%		8
King	98030	100.00%		2
King	98031	100.00%		44
King	98032	100.00%	6	46
King	98033	100.00%		42
King	98034	100.00%	3	92
King	98035	100.00%		
King	98038	100.00%		16
King	98039	100.00%		
King	98040	100.00%		19
King	98041	100.00%		
King	98042	100.00%	1	15
King	98045	100.00%		10
King	98047	99.60%		1
King	98050	100.00%		
King	98051	100.00%		
King	98052	100.00%	1	88
King	98053	100.00%		7
King	98054	100.00%		
King	98055	100.00%	5	125
King	98056	100.00%		15
King	98057	100.00%		
King	98058	100.00%		7
King	98059	100.00%		14
King	98062	100.00%		
King	98063	100.00%		
King	98064	100.00%		
King	98065	100.00%		9
King	98068	100.00%		
King	98070	100.00%		7
King	98071	100.00%		1
King	98072	86.90%		43
King	98073	100.00%		
King	98074	100.00%		6
King	98075	100.00%		8
King	98082	100.00%		
King	98083	100.00%		
King	98092	92.60%		3
King	98093	100.00%		
King	98101	100.00%	4	55
King	98102	100.00%	2	11
King	98103	100.00%	2	50
King	98104	100.00%	7	67
King	98105	100.00%	1	84
King	98106	100.00%		7
King	98107	100.00%	2	20
King	98108	100.00%	1	20
King	98109	100.00%	3	29
King	98111	100.00%		
King	98112	100.00%	3	13



King	98114	100.00%			
King	98115	100.00%		42	
King	98116	100.00%		28	
King	98117	100.00%	1	20	
King	98118	100.00%	1	30	
King	98119	100.00%	1	25	
King	98121	100.00%	1	17	
King	98122	100.00%	6	65	
King	98124	100.00%		1	
King	98125	100.00%	1	51	
King	98126	100.00%		15	
King	98129	100.00%			
King	98131	100.00%			
King	98132	100.00%			
King	98133	100.00%	4	121	
King	98134	100.00%	1	19	
King	98136	100.00%		12	
King	98138	100.00%			
King	98144	100.00%	1	26	
King	98145	100.00%			
King	98146	100.00%		12	
King	98148	100.00%		11	
King	98151	100.00%			
King	98154	100.00%		3	
King	98155	100.00%		23	
King	98158	100.00%		3	
King	98160	100.00%			
King	98161	100.00%			
King	98164	100.00%			
King	98166	100.00%	1	63	
King	98168	100.00%	3	20	
King	98171	100.00%			
King	98174	100.00%		1	
King	98177	99.80%		7	
King	98178	100.00%		3	
King	98181	100.00%			
King	98184	100.00%			
King	98185	100.00%			
King	98188	100.00%		40	
King	98190	100.00%			
King	98191	100.00%			
King	98195	100.00%	2	2	
King	98198	100.00%		17	
King	98199	100.00%		9	
King	98288	100.00%			
TOTAL			74	2330	2404
Kitsap	98061	100.00%			
Kitsap	98110	100.00%		20	
Kitsap	98310	100.00%	3	65	
Kitsap	98311	100.00%		8	
Kitsap	98312	99.90%	1	16	

Kitsap	98314	100.00%		2	
Kitsap	98315	100.00%			
Kitsap	98322	100.00%			
Kitsap	98337	100.00%		3	
Kitsap	98340	100.00%		1	
Kitsap	98342	100.00%			
Kitsap	98345	100.00%			
Kitsap	98346	100.00%		7	
Kitsap	98353	100.00%			
Kitsap	98359	100.00%		2	
Kitsap	98364	100.00%			
Kitsap	98366	100.00%	1	32	
Kitsap	98367	100.00%		2	
Kitsap	98370	100.00%		39	
Kitsap	98378	100.00%		1	
Kitsap	98380	99.50%			
Kitsap	98383	100.00%	4	44	
Kitsap	98384	100.00%			
Kitsap	98386	100.00%			
Kitsap	98392	100.00%			
Kitsap	98393	100.00%			
TOTAL			9	242	251

Kittitas	98922	100.00%		2	
Kittitas	98925	100.00%			
Kittitas	98926	100.00%	1	17	
Kittitas	98934	100.00%			
Kittitas	98940	100.00%			
Kittitas	98941	100.00%			
Kittitas	98943	100.00%			
Kittitas	98946	100.00%			
Kittitas	98950	100.00%			
TOTAL			1	19	20

Klickitat	98602	100.00%			
Klickitat	98613	100.00%			
Klickitat	98617	100.00%			
Klickitat	98619	100.00%			
Klickitat	98620	100.00%		3	
Klickitat	98623	100.00%			
Klickitat	98628	100.00%			
Klickitat	98635	100.00%			
Klickitat	98650	100.00%			
Klickitat	98670	100.00%			
Klickitat	98672	100.00%		4	
Klickitat	98673	100.00%			
Klickitat	99322	96.50%			
Klickitat	99356	100.00%			
TOTAL			0	7	7

Lewis	98336	100.00%		2	
Lewis	98355	100.00%		1	

Lewis	98356	100.00%		5	
Lewis	98361	100.00%		1	
Lewis	98377	100.00%		1	
Lewis	98522	100.00%			
Lewis	98531	95.00%	2	27	
Lewis	98532	100.00%		22	
Lewis	98533	100.00%			
Lewis	98538	100.00%			
Lewis	98539	100.00%			
Lewis	98542	100.00%			
Lewis	98544	100.00%			
Lewis	98564	100.00%		2	
Lewis	98565	100.00%		1	
Lewis	98570	100.00%		1	
Lewis	98572	100.00%		1	
Lewis	98582	100.00%		1	
Lewis	98585	100.00%			
Lewis	98591	100.00%		1	
Lewis	98593	100.00%			
Lewis	98596	100.00%		2	
TOTAL			2	68	70

Lincoln	99008	84.10%			
Lincoln	99029	57.60%			
Lincoln	99032	100.00%			
Lincoln	99103	88.90%			
Lincoln	99117	100.00%			
Lincoln	99122	88.80%		3	
Lincoln	99134	100.00%			
Lincoln	99144	100.00%			
Lincoln	99147	100.00%			
Lincoln	99154	100.00%			
Lincoln	99159	86.50%		1	
Lincoln	99185	99.70%		1	
TOTAL			0	5	5

Mason	98524	100.00%		1	
Mason	98528	99.70%		4	
Mason	98546	100.00%		1	
Mason	98548	100.00%		2	
Mason	98555	100.00%			
Mason	98560	100.00%			
Mason	98584	100.00%	1	41	
Mason	98588	100.00%		1	
Mason	98592	100.00%			
TOTAL			1	50	51

Okanogan	98812	99.50%	1	2	
Okanogan	98814	100.00%			
Okanogan	98819	100.00%			
Okanogan	98827	100.00%			
Okanogan	98829	100.00%			

Okanogan	98833	100.00%			
Okanogan	98834	100.00%			
Okanogan	98840	100.00%		7	
Okanogan	98841	100.00%	1	7	
Okanogan	98844	100.00%			
Okanogan	98846	100.00%			
Okanogan	98849	100.00%			
Okanogan	98855	100.00%	1		
Okanogan	98856	100.00%		1	
Okanogan	98859	100.00%			
Okanogan	98862	100.00%			
Okanogan	99116	82.70%			
Okanogan	99124	100.00%			
Okanogan	99155	100.00%		1	
TOTAL			3	18	21

Pacific	98527	100.00%			
Pacific	98554	100.00%			
Pacific	98561	100.00%			
Pacific	98577	100.00%		1	
Pacific	98586	100.00%	1		
Pacific	98590	100.00%			
Pacific	98614	100.00%			
Pacific	98624	100.00%		1	
Pacific	98631	100.00%		2	
Pacific	98637	100.00%			
Pacific	98638	100.00%		1	
Pacific	98640	100.00%		2	
Pacific	98641	100.00%			
Pacific	98644	100.00%			
TOTAL			1	7	8

Pend Oreill	99119	100.00%			
Pend Oreill	99139	100.00%		1	
Pend Oreill	99152	100.00%			
Pend Oreill	99156	51.30%	1	4	
Pend Oreill	99180	84.20%		1	
TOTAL			1	6	7

Pierce	98303	100.00%		
Pierce	98304	100.00%		1
Pierce	98321	100.00%		1
Pierce	98323	100.00%		
Pierce	98327	100.00%		
Pierce	98328	100.00%		
Pierce	98329	99.20%		
Pierce	98330	81.80%		
Pierce	98332	100.00%		1
Pierce	98333	100.00%		
Pierce	98335	100.00%		26
Pierce	98338	100.00%		
Pierce	98344	100.00%		

Pierce	98348	100.00%		
Pierce	98349	100.00%		3
Pierce	98351	100.00%		
Pierce	98352	100.00%		1
Pierce	98354	92.50%		1
Pierce	98360	100.00%		
Pierce	98371	100.00%		9
Pierce	98372	100.00%	1	10
Pierce	98373	100.00%	2	14
Pierce	98374	100.00%		5
Pierce	98375	100.00%		5
Pierce	98385	100.00%		
Pierce	98387	100.00%		4
Pierce	98388	100.00%		2
Pierce	98390	100.00%		12
Pierce	98394	100.00%		
Pierce	98396	100.00%		
Pierce	98397	100.00%		
Pierce	98398	100.00%		
Pierce	98401	100.00%		
Pierce	98402	100.00%		8
Pierce	98403	100.00%		4
Pierce	98404	100.00%		6
Pierce	98405	100.00%	4	42
Pierce	98406	100.00%	1	5
Pierce	98407	100.00%		5
Pierce	98408	100.00%		12
Pierce	98409	100.00%		15
Pierce	98411	100.00%		
Pierce	98412	100.00%		
Pierce	98413	100.00%		
Pierce	98415	100.00%		
Pierce	98416	100.00%		
Pierce	98418	100.00%		6
Pierce	98421	100.00%		2
Pierce	98422	100.00%		3
Pierce	98424	100.00%		6
Pierce	98430	100.00%		
Pierce	98431	100.00%	1	
Pierce	98433	100.00%		1
Pierce	98438	100.00%		1
Pierce	98439	100.00%		
Pierce	98442	100.00%		
Pierce	98443	100.00%		
Pierce	98444	100.00%		9
Pierce	98445	100.00%		3
Pierce	98446	100.00%		1
Pierce	98447	100.00%		
Pierce	98464	100.00%		
Pierce	98465	100.00%		3
Pierce	98466	100.00%		12
Pierce	98467	100.00%		4

Pierce	98471	100.00%			
Pierce	98477	100.00%			
Pierce	98481	100.00%			
Pierce	98492	100.00%			
Pierce	98493	100.00%		1	
Pierce	98497	100.00%			
Pierce	98498	100.00%		2	
Pierce	98499	100.00%	2	31	
Pierce	98558	100.00%			
Pierce	98580	100.00%		1	
TOTAL			11	278	289

San Juan	98222	100.00%			
San Juan	98243	100.00%			
San Juan	98245	100.00%			
San Juan	98250	100.00%			
San Juan	98261	100.00%			
San Juan	98279	100.00%			
San Juan	98280	100.00%			
San Juan	98286	100.00%			
San Juan	98297	100.00%			
TOTAL			0	0	0

Skagit	98221	99.90%	1	11	
Skagit	98232	100.00%			
Skagit	98233	100.00%		11	
Skagit	98235	100.00%			
Skagit	98237	100.00%		2	
Skagit	98238	100.00%			
Skagit	98255	100.00%			
Skagit	98257	100.00%		5	
Skagit	98263	100.00%			
Skagit	98267	100.00%			
Skagit	98273	100.00%		20	
Skagit	98274	100.00%	3	17	
Skagit	98283	100.00%			
Skagit	98284	95.90%		19	
TOTAL			4	85	89

Skamania	98605	72.10%			
Skamania	98610	100.00%			
Skamania	98639	100.00%			
Skamania	98648	100.00%		7	
Skamania	98651	100.00%			
TOTAL			0	7	7

Snohomist	98012	100.00%		29	
Snohomist	98020	100.00%		15	
Snohomist	98021	100.00%	1	27	
Snohomist	98026	100.00%	1	41	
Snohomist	98036	100.00%		55	
Snohomist	98037	100.00%		30	

Snohomist	98043	100.00%	1	17	
Snohomist	98046	100.00%		1	
Snohomist	98201	100.00%	4	34	
Snohomist	98203	100.00%	1	20	
Snohomist	98204	100.00%	1	15	
Snohomist	98205	100.00%		2	
Snohomist	98206	100.00%		1	
Snohomist	98207	100.00%	1	10	
Snohomist	98208	100.00%		37	
Snohomist	98223	100.00%	2	32	
Snohomist	98241	82.40%		1	
Snohomist	98251	97.00%			
Snohomist	98252	100.00%		3	
Snohomist	98256	100.00%			
Snohomist	98258	100.00%		1	
Snohomist	98259	100.00%			
Snohomist	98270	100.00%		33	
Snohomist	98271	100.00%		7	
Snohomist	98272	100.00%	2	17	
Snohomist	98275	100.00%		14	
Snohomist	98287	100.00%			
Snohomist	98290	100.00%		21	
Snohomist	98291	100.00%			
Snohomist	98292	99.50%	1	9	
Snohomist	98293	100.00%			
Snohomist	98294	100.00%		2	
Snohomist	98296	100.00%		7	
TOTAL			15	481	496

Spokane	99001	100.00%		4
Spokane	99003	100.00%		
Spokane	99004	99.60%		9
Spokane	99005	100.00%		
Spokane	99006	87.20%		4
Spokane	99009	77.30%		
Spokane	99011	100.00%	1	1
Spokane	99012	100.00%		1
Spokane	99013	49.10%		
Spokane	99014	100.00%		
Spokane	99016	100.00%		2
Spokane	99018	100.00%		
Spokane	99019	100.00%		3
Spokane	99020	100.00%		
Spokane	99021	100.00%		2
Spokane	99022	100.00%		7
Spokane	99023	100.00%		
Spokane	99025	100.00%		
Spokane	99026	54.40%		2
Spokane	99027	100.00%		
Spokane	99029	42.40%		
Spokane	99030	100.00%		
Spokane	99031	100.00%		

Spokane	99036	100.00%		1	
Spokane	99037	100.00%		4	
Spokane	99039	100.00%			
Spokane	99201	100.00%	4	29	
Spokane	99202	100.00%	4	40	
Spokane	99203	100.00%		15	
Spokane	99204	100.00%	5	85	
Spokane	99205	100.00%	1	19	
Spokane	99206	100.00%	1	40	
Spokane	99207	100.00%	2	39	
Spokane	99208	100.00%		23	
Spokane	99209	100.00%		1	
Spokane	99210	100.00%		1	
Spokane	99211	100.00%		1	
Spokane	99212	100.00%		15	
Spokane	99213	100.00%			
Spokane	99214	100.00%			
Spokane	99215	100.00%			
Spokane	99216	100.00%	4	55	
Spokane	99217	100.00%		2	
Spokane	99218	100.00%	2	33	
Spokane	99219	100.00%		1	
Spokane	99220	100.00%			
Spokane	99223	100.00%		19	
Spokane	99224	100.00%		5	
Spokane	99228	100.00%			
Spokane	99251	100.00%		1	
Spokane	99252	100.00%			
Spokane	99256	100.00%			
Spokane	99258	100.00%		1	
Spokane	99260	100.00%		1	
Spokane	99299	100.00%			
TOTAL			24	466	490

Stevens	99013	49.10%		
Stevens	99034	100.00%		
Stevens	99040	100.00%		1
Stevens	99101	100.00%		
Stevens	99109	100.00%		3
Stevens	99110	71.20%		2
Stevens	99114	100.00%	1	13
Stevens	99126	100.00%		1
Stevens	99129	100.00%		1
Stevens	99131	100.00%		
Stevens	99137	100.00%		
Stevens	99141	88.00%		
Stevens	99148	100.00%		1
Stevens	99151	100.00%		
Stevens	99157	100.00%		1
Stevens	99167	100.00%		
Stevens	99173	100.00%		1
Stevens	99181	100.00%		



		TOTAL	1	24	25
Thurston	98501	100.00%		23	
Thurston	98502	99.90%	2	44	
Thurston	98503	100.00%	2	16	
Thurston	98504	100.00%		2	
Thurston	98505	100.00%		2	
Thurston	98506	100.00%	4	41	
Thurston	98507	100.00%			
Thurston	98508	100.00%			
Thurston	98509	100.00%			
Thurston	98511	100.00%			
Thurston	98512	100.00%		11	
Thurston	98513	100.00%		3	
Thurston	98516	100.00%		5	
Thurston	98530	100.00%			
Thurston	98540	100.00%			
Thurston	98556	100.00%		1	
Thurston	98576	100.00%			
Thurston	98579	100.00%		1	
Thurston	98589	100.00%		1	
Thurston	98597	100.00%		4	
Thurston	98599	100.00%			
		TOTAL	8	154	162
Wahkiakur	98612	100.00%		1	
Wahkiakur	98621	100.00%			
Wahkiakur	98643	100.00%			
Wahkiakur	98647	100.00%			
		TOTAL	0	1	1
Walla Wall	99323	100.00%		1	
Walla Wall	99324	100.00%		3	
Walla Wall	99329	100.00%			
Walla Wall	99348	99.30%			
Walla Wall	99354			1	
Walla Wall	99360	100.00%			
Walla Wall	99361	96.00%			
Walla Wall	99362	99.60%		4	
Walla Wall	99363	100.00%		2	
		TOTAL	0	11	11
Whatcom	98220	100.00%		1	
Whatcom	98225	100.00%	3	94	
Whatcom	98226	100.00%	1	33	
Whatcom	98227	100.00%			
Whatcom	98228	100.00%		1	
Whatcom	98229	97.50%		1	
Whatcom	98230	100.00%		8	
Whatcom	98231	100.00%			
Whatcom	98240	100.00%		1	
Whatcom	98244	100.00%		1	

Whatcom	98247	100.00%		6	
Whatcom	98248	100.00%		12	
Whatcom	98262	100.00%		1	
Whatcom	98264	100.00%		17	
Whatcom	98266	100.00%			
Whatcom	98276	100.00%		1	
Whatcom	98281	100.00%			
Whatcom	98295	100.00%		1	
TOTAL			4	178	182

Whitman	98165	100.00%			
Whitman	98170	55.00%			
Whitman	99017	98.60%			
Whitman	99033	86.80%		1	
Whitman	99102	100.00%			
Whitman	99104	100.00%		1	
Whitman	99111	100.00%	1		
Whitman	99113	100.00%			
Whitman	99125	100.00%			
Whitman	99128	86.00%			
Whitman	99130	100.00%			
Whitman	99136	100.00%			
Whitman	99143	100.00%			
Whitman	99149	100.00%			
Whitman	99158	100.00%			
Whitman	99161	100.00%			
Whitman	99163	100.00%	1	8	
Whitman	99164	100.00%			
Whitman	99170	55.00%		1	
Whitman	99171	100.00%			
Whitman	99174	100.00%			
Whitman	99176	100.00%			
Whitman	99179	100.00%			
Whitman	99333	100.00%			
TOTAL			2	11	13

Yakima	98901	99.80%	1	5
Yakima	98902	100.00%	2	28
Yakima	98903	100.00%	1	2
Yakima	98904	100.00%		
Yakima	98907	100.00%		
Yakima	98908	100.00%		9
Yakima	98909	100.00%		1
Yakima	98920	100.00%		
Yakima	98921	100.00%		1
Yakima	98923	100.00%		
Yakima	98929	100.00%		
Yakima	98930	100.00%	1	7
Yakima	98932	100.00%		4
Yakima	98933	100.00%		
Yakima	98935	100.00%		1
Yakima	98936	100.00%		

Yakima	98937	100.00%		2
Yakima	98938	100.00%		4
Yakima	98939	100.00%		
Yakima	98942	100.00%		3
Yakima	98944	100.00%	1	12
Yakima	98947	100.00%		
Yakima	98948	100.00%		3
Yakima	98951	100.00%		2
Yakima	98952	100.00%		
Yakima	98953	100.00%	1	
TOTAL			7	84
ALL COUNTIES			LQG	SQG
			202	5315
				5517

Notes:

The third column represents the number of individuals living within that zip code in the county in which it is listed. Some counties share zip codes. For the purposes of this exercise, where Stericycle services a generator in a zip code which is shared by one or more counties, the entire number of generators within that zip code is allocated to the county with the largest percentage of the population living within its border.

For this purpose, an LQG is defined as a generator producing average monthly revenues of \$500 or more and an SQG is a generator producing average monthly revenues less than \$500.