

**TARIFF ADOPTION NOTICE**

**Tariff No. 2**

**Empire Disposal, Inc. G-75**

(Name/Certificate Number of Solid Waste Collection Company)

**Empire Disposal, Inc.**

(Registered trade name of Solid Waste Collection Company)

**NAMING RATES FOR THE TRANSPORTATION OF MEDICAL WASTE  
CONSISTING OF INFECTIOUS AND/OR BIOHAZARDOUS MATERIAL**

IN THE FOLLOWING DESCRIBED TERRITORY:

**As shown on attached permit authorization**

**Notice Issued By:**

Name: Heather Garland

Title: Pricing Manager

Telephone Number: (360) 695-4923

Fax Number: (360) 695-5091

E-mail Address: [heatherg@wcnx.org](mailto:heatherg@wcnx.org)

Date filed with Commission: November 7, 2016

Requested effective date: January 1, 2017

*FOR OFFICIAL USE ONLY*  
*Docket: TG-161189*  
*Agenda Date: December 22, 2016*  
*Effective Date: January 1, 2017*

Medical Waste Tariff No. 2

Cancels

Tariff No. 1

of

Empire Disposal, Inc.

Certificate Number G- 75

**NAMING RATES FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF  
MEDICAL WASTE CONSISTING OF INFECTIOUS AND/OR BIOHAZARDOUS MATERIAL**

IN THE FOLLOWING DESCRIBED TERRITORY  
As shown on attached permit authorization.

Name of person issuing tariff: Heather Garland

Mailing address of issuing agent: 501 SE Columbia Shores Blvd., #350

City, State/Zip Code: Vancouver, WA, 98661

Telephone number, including area code: (360) 695-4923

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

Name: Aaron Lawhead

Title: Site Manager

Phone: (509) 397-3200

E-Mail: aaronla@wasteconnections.com

Fax: (509) 397-3699

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Tariff No. 2

Original Page No. 2

Company Name/Permit Number: Empire Disposal, Inc.

**CHECK SHEET**

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

Page Number	Current Revision	Page Number	Current Revision	Page Number	Current Revision
Title Page	0				
Check sheet	0				
Page 2	0				
Page 3	0				
Page 4	0				
Page 5	0				
Page 6	0				
Page 7	0				
Page 8	0				
Page 9	0				
Appendix 1					

Supplements in Effect

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Tariff No. 2

Original Page No. 3

Company Name/Permit Number: Empire Disposal, Inc.

ITEM NO.

Application of Rates

10

Unless otherwise, provided, the rates herein cover transportation of biohazardous, infectious, contaminated, and other related infectious medical wastes, in specialized containers, for the permanent disposition of such products as specified on the title pages herein. All rates shall be in addition to:

1. Actual service fees charged for professional evaluation of medical waste streams and packaging requirements as necessary to comply with all applicable regulations.
2. Special clean up (decontamination) time and expense charges which may result from improper packaging, or emergency requirements of generators.

Limitations on Service

20

1. The waste material to be properly managed by the Company is biohazardous/infectious waste produced by the generator. Title to all waste shall remain with the generator. The generator represents and warrants that the waste is as described by generator and that generator has disclosed to the Company in writing, all of the hazards and risks incident to the handling, storage, and disposal of the waste. Generator agrees to defend, indemnify and hold harmless the Company from and liabilities resulting from or arising out of any non-disclosure or misrepresentation as to the quality, hazards, risk and dangerous propensities of the waste material.
2. Transporter reserves the right to modify standard box sizes in the future provided cost per gallon equivalent remains the same, unless and until conversion cost changes are provided by the Washington Utilities and Transportation Commission.
3. The generator acknowledges that it has care, custody, and management of containers owned by the Company, and accepts responsibility for the containers and contents except when they are being physically handled by employees of the Company. Therefore, the generator expressly agrees to defend, indemnify and hold harmless the Company from and against any and all claims for loss or damage to property, injury to, or death of any person or persons resulting from or arising in any manner out of the use, operation or possession of the containers furnished by the Company.

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Tariff No. 2

Original Page No. 4

Company Name/Permit Number: Empire Disposal, Inc.

<p>Item No. 20 (Continued)</p>	<p>4. Only properly filled containers will be picked up by the Company. No leaking, damaged, or over-filled containers will be picked up by the Company. All containers must have sealed bag liners before they will be accepted for pick up by the Company.</p> <p>5. The generator grants to the Company the right of access into its premises in order to carry out the services. The generator warrants that any right of way provided by the generator from the containers or storage locker (s) location (s) to the most convenient public way is sufficient to bear the weight of all the company's storage locker (s) and vehicles required to perform the service.</p> <p>6. The generator acknowledges that the Company shall not be liable for any damages to pavement or driving surfaces resulting from its trucks servicing an agreed upon area and generator shall defend, indemnify and hold the Company harmless from and against any and all claims for loss of damage to property, or injury to, or death of any person or persons resulting from the driving of said trucks in that area.</p> <p>7. The Company will offer pickup of Biohazardous waste containers on a once-a-month schedule to our regular route custom. This will be done on the same day of the week to be determined by the Company. We are offering "On Call" service once a month, as well. If the customer needs a pickup at a time not normally offered, we will make arrangements to make the required pickup.</p>
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Tariff No. 2

Original Page No. 5

Company Name/Permit Number: Empire Disposal, Inc.

Definitions

ITEM NO. 30	<p><b>Billing:</b> A written pick-up receipt, designating the date of pick-up of full containers and signed by the collector, will be given to the customer at the time of pick-up. The collector shall generate a statement for services rendered, at the prescribed rate, at the end of each month.</p> <p><b>Container:</b> Medical Waste Boxes of appropriate size and design will be provided by the Company when the customer signs up for the program. When it is picked up, the Company will replace it with a clean, empty Medical Waste Box of the same size at no cost to the customer. The customer will pay only the agreed pick-up cost as denoted in the tariff.</p> <p><b>Disposal:</b> Disposal of said waste will be at an approved site.</p> <p><b>Holidays:</b> No service will be rendered on Saturdays, Sundays, or the following holidays: New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day or Christmas Day (December 25).</p> <p><b>On-Call Service:</b> This will be on an-call, non-routed, appointment only service. Following receipt of a request for service, carrier will remove full containers by the end of the next regularly scheduled pick-up day.</p> <p><b>Paperwork:</b> All manifesting paperwork must be properly completed by the generator, verified, appropriately signed and available at the time of pickup.</p> <p><b>Service:</b> Service shall include handling, transportation, and disposal of properly contained Biomedical and/or Infectious waste. The Company shall not accept for transportation any shipment which is not in the agreed location at the time of pickup or is not properly packaged, securely closed, or in overfilled.</p> <p><b>Sharps Containers:</b> Sharps containers shall be furnished by the Company and shall be a puncture resistant container with a closing lead. The capacity shall be no more than 1 gallon.</p>
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Tariff No. 2

Original Page No. 6

Company Name/Permit Number: Empire Disposal, Inc.

Pick-up Rates

ITEM NO.	Container Quantity (2)	Small Sharps	Small Box	Medium Box/Tub	Large Tub
40		1 Gallon	14 Gallons	28 Gallons	40 Gallons
	First Container	\$ **	\$ **	\$ **	\$ 33.63 (R)
	Each additional	\$ **	\$ **	\$ **	\$ 26.96 (R)
	Each additional over 6				\$ 21.52 (R)
<p>Note 1: Prices stated are per container per pickup.</p> <p>Note 2: If more than one container is picked up from the same customer at the same time, the price is reduced on each additional containers as noted.</p> <p>Note 3: This rate is for large non-profit customers only with more than 6 containers per pickup.</p>					

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Tariff No. 2

Original Page No. 7

Company Name/Permit Number: Empire Disposal, Inc.

ITEM NO.	<u>Disposal Fees</u>
50	<p>Disposal Site <span style="float: right;">Per Gallon</span></p> <p>1. <u>Stericycle of Washington, Inc.</u> <span style="float: right;"><u>See Note 1:</u></span></p> <p>Note 1: See Stericycle of Washington, Inc. Tariff (Copy Attached)</p>

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Tariff No. 2

Original Page No. 8

Company Name/Permit Number: Empire Disposal, Inc.

Ancillary Charges

ITEM NO.

60

1. Late Charges:

A late charge will be added to any account which remains unpaid at the time of the next regular billing. The charge will be \$ 1.00 (R) or a minimum of 1% of the amount due.

2. Return Trip Charge:

When the collector is required to make a return trip to pick up material that was unavailable for collection for reasons under the control of the customer, a charge of \$ 6.67 (R) will be assessed. This charge will be in addition to all other charges.

3. Time Rates:

When the Company driver must clean up a contaminated area due to overfilling of containers or negligence on the part of the generator, a charge of \$ 33.34 (R) per hour will be assessed.

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By: \_\_\_\_\_

Tariff No. 2

Original Page No. 9

Company Name/Permit Number: Empire Disposal, Inc.

GARBAGE AND REFUSE COLLECTION SERVICE In that portion of Spokane County described as follows: Commencing at the Washington-Idaho State Line at the northeast corner of Section 6, T, 24 N., R 46 E.; thence west to the northwest corner of Section 6, T. 24 N., R 45 E.; thence south to the southwest corner of Section 7, T. 24. N, R. 45 E.; thence west to the northwest corner of Section 15, T. 24 N., R. 44 E.; thence south to the southwest corner of Section 15, T. 24 N., R. 44 E.; thence west to the northwest corner of Section 19, T. 24 N., R. 44 E.; thence south to the northwest corner of Section 6, T. 23 N., R. 44 E.; thence west to the northwest corner of Section 4, T. 23 N., R. 43 E.; thence south to the southwest corner of Section 33, T. 21 N., R. 43 E.; the Spokane-Whitman County Line; thence east on the Spokane-Whitman County line to the Washington-Idaho State Line on the 5<sup>th</sup> Standard Parallel to the southeast corner of Section 31, T. 21 N., R. 46 E.; thence north along the Washington-Idaho State Line to the northeast corner of Section 6, T. 24 N., R. 46 E., the point of beginning.

GARBAGE AND REFUSE COLLECTION SERVICE in all of Whitman County EXCLUDING the following portions:

In that portion of Whitman County described as follows: T. 20 N., R. 39 E.; Also, beginning at the Northeast corner of Section 24, T.15 N., R. 45 E.; thence west along the north line of said section 24 extended to the Northwest corner of Section 22, T. 15 N., R. 44 E.; thence south along the west line of said Section 22 extended to the Southwest corner of Section 22, T. 14 N., R 44 E.; thence east along the south line of said Section 22 to the Southeast corner of said Section 22; thence south along the extended east line of said Section 22 extended to the Southwest corner of Section 35, T. 14 N., R. 44 E.; thence east along the south line of said Section 35 extended to the Southeast corner of Section 33, T. 14 N., R 45 E.; thence north along the east line of said Section 33 extended to the Southwest corner of Section 22, T. 14 N., R. 45 E.; thence east on the south line of said Section 22, T. 14 N., R. 45 E.; thence north along the east line of said Section 24 extended to the Northeast corner of Section 24, T. 15 N., R. 45 E., the point of beginning.

M.V.G. 996

10-16-79

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