

**BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,	)	DOCKET TG-091774
	)	
Complainant,	)	
	)	
v.	)	SETTLEMENT STIPULATION AND
	)	REQUEST FOR COMMISSION
HAROLD LEMAY ENTERPRISES,	)	APPROVAL
INC., d/b/a RURAL GARBAGE	)	
SERVICE,	)	
	)	
Respondent.	)	
	)	
.....	)	

**I. INTRODUCTION**

1           This Settlement Stipulation is entered into by and between Harold LeMay Enterprises, Inc., d/b/a Rural Garbage Service (“Rural” or the “Company”) and the Staff of the Washington Utilities and Transportation Commission (referred to hereinafter jointly as the “Settling Parties” or individually as a “Settling Party”) to resolve all matters in dispute among them regarding the Company’s pending general rate case. The Settling Parties represent all parties to this docket. Thus, this Settlement Stipulation is a “full settlement” pursuant to WAC 480-07-730(1).

2           The Settling Parties understand that this Settlement Stipulation is subject to Commission approval, and hereby respectfully request that the Commission issue an order approving the Settlement Stipulation so that new rates can go into effect no later than November 1, 2010. The Settling Parties agree that the Settlement Stipulation is in the public interest and will result in rates that are just, fair, reasonable and sufficient.

## II. PROCEDURAL BACKGROUND

3 On November 12, 2009, the Company filed with the Commission tariff revisions designed to increase rates due to an increase in a disposal fee at the Thurston County Waste and Recovery Center. Substitute tariff pages were filed by the Company on November 13, 2009, December 11, 2009, and December 22, 2009.

4 By Order 01, entered December 23, 2009, the Commission suspended the operation of the tariff revisions, including the substitute pages, and allowed the revisions to go into effect January 1, 2010, on a temporary basis, subject to refund. The Commission also held that the Company's tariff filing constituted a general rate case pursuant to WAC 480-07-505, and ordered the Company to file all documents required for a general rate case as provided in WAC 480-07-520(4), by March 1, 2010. The Commission, by Order 02, extended the document filing compliance date to May 14, 2010, at the request of the Company. The Commission also granted the Company's request to waive the 10-month suspension period of RCW 81.04.130 to accommodate the delay.

5 On May 12, 2010, the Company requested a partial exemption from the document filing requirements of WAC 480-07-520(4). The Settling Parties thereafter filed a stipulation with respect to the request. By Order 03, entered June 15, 2010, the Commission approved the stipulation and the Company thereafter filed the necessary documents as required by Order 03.

6 Since mid-June 2010, the Settling Parties have been engaged in informal and formal data exchange, and negotiations, in a good faith effort to resolve all issues in dispute in this general rate case. This Settlement Stipulation is the product of those good faith efforts and consists of this document and Attachments A, B, C and D, attached hereto.

### III. SETTLEMENT TERMS AND REQUEST FOR APPROVAL

#### A. Revenue Increase and Rate Effective Date

7 The Settling Parties agree that the Company should be authorized to implement rate changes designed to increase its total annual revenues from Rural's customers by \$381,827 (14.3 percent). Attachment A to this Settlement Stipulation supports this annual amount, which is comprised of an increase of \$204,288 (page 1, column AI, line 27) to recover increased disposal fees and an increase of \$177,539 (page 1, column AI, line 27) for other operating expenses.

8 The Settling Parties agree that the agreed rate changes identified herein should become effective as soon as possible after 30-days notice to customers, as discussed below, but no later than November 1, 2010.

#### B. Rate Spread and Rate Design for Revenue Increase

9 The Settling Parties agree that the agreed total revenue increase will be implemented as shown on Attachment B to this Settlement Stipulation. Attachment C to this Settlement Stipulation contains draft tariff sheets that implement this rate spread and rate design.

10 Attachments B and C include a small decrease from existing temporary rates for customers of Rural's garbage service. The Settling Parties agree that this decrease will be implemented through a one-time credit to all applicable customers. The Settling Parties further agree that, within one (1) month after the issuance of such one-time credit to all applicable customers, the Company will file a report with the Commission identifying each service for which the Company issued credits, the number of customers per service that received a credit, and the total dollar amount of credits the Company issued.

**C. Customer Notice**

11 The Settling Parties agree that customers will receive 30-days notice in advance of the effective date of the agreed rate increases, as required by WAC 480-70-271(1). Attachment D to this Settlement Stipulation contains the customer notices the Settling Parties have agreed upon to effectuate customer notice.

**D. Waiver of Initial Order**

12 The Settling Parties request that the Commission directly issue its order on this Settlement Stipulation without an initial order by the Administrative Law Judge. The Settling Parties agree to waive an initial order, if necessary to implement this request.

**E. General Provisions**

13 1. The Settling Parties agree that this Settlement Stipulation is in the public interest and would produce rates for the Company that are fair, just, reasonable, and sufficient. The Settling Parties agree to support this Settlement Stipulation as a settlement of all contested issues in this proceeding. The Settling Parties further agree that this Settlement Stipulation, upon its approval by the Commission, resolves and concludes this docket. The Settling Parties understand that this Settlement Stipulation is not binding on the Commission or any Settling Party unless and until it is approved.

14 2. The Settling Parties agree that this Settlement Stipulation represents a compromise in the positions of the Settling Parties. As such, conduct, statements, and documents (excluding those documents attached to this Settlement Stipulation, Company responses to data requests, and documents filed in response to WAC 480-07-520(4) and Order 03) that were disclosed in the negotiation of this Settlement Stipulation shall not be admissible as evidence in this or any other proceeding.

15           3.     The Settling Parties agree this Settlement Stipulation represents the entire agreement of the Settling Parties, and it supersedes any and all prior oral or written understandings or agreements related to this docket or this Settlement Stipulation, if any, and no such prior understanding, agreement or representation shall be relied upon by any Settling Party. The Settling Parties have negotiated this Settlement Stipulation as an integrated document. Accordingly, the Settling Parties recommend that the Commission adopt this Settlement Stipulation in its entirety.

16           4.     The Settling Parties shall cooperate in submitting this Settlement Stipulation promptly to the Commission for acceptance, and cooperate in supporting this Settlement Stipulation throughout the Commission's consideration of this Settlement Stipulation. In particular, each Settling Party shall cooperate in filing supporting documentation, as described in WAC 480-07-740(2)(a) and (b). The Settling Parties agree to support the Settlement Stipulation throughout the Commission's consideration of this Settlement Stipulation, and abide by the procedures determined by the Commission for its review of this Settlement Stipulation. If necessary, each Settling Party will provide a witness to sponsor and support this Settlement Stipulation at a Commission hearing. If the Commission decides to hold such a hearing, each Settling Party will recommend that the Commission issue an order adopting the Settlement Stipulation. In the event the Commission rejects this Settlement Stipulation, the provisions of WAC 480-07-750(2)(a) shall apply. In the event the Commission accepts the Settlement Stipulation upon conditions not proposed herein, the provisions of WAC 480-07-750(2)(b) shall apply. In the event the Commission accepts the Settlement Stipulation upon conditions not proposed herein, or approves resolution of this proceeding through provisions that are different than

recommended in this Settlement Stipulation, each Settling Party reserves the right, upon written notice to the Commission and all parties to this proceeding within five (5) days of the Commission's order, to state its rejection of the conditions. If any Settling Party rejects a proposed new condition, the Settling Parties will: (1) request the prompt reconvening of a prehearing conference for purposes of establishing a procedural schedule for the completion of the case pursuant to WAC 480-07-750(2)(a); and, (2) cooperate in development of a schedule that concludes the proceeding on the earliest possible date, taking into account the needs of the Settling Parties in participating in hearings and preparing briefs.

17           5.       In the event the Commission determines that it will reject the Settlement Stipulation or accept the Settlement Stipulation upon conditions not proposed herein, the Settling Parties request that the Commission issue an order as soon as possible so that the Settling Parties may promptly invoke the provisions of WAC 480-07-750.

18           6.       The Settling Parties enter into this Settlement Stipulation to avoid further expense, inconvenience, uncertainty, and delay. By executing this Settlement Stipulation, no Settling Party shall be deemed to have approved, admitted, or consented to the facts, principles, methods, or theories employed in arriving at the terms of this Stipulation, nor shall any Party be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding, except to the extent expressly set forth in the Stipulation.

19           7.       This Settlement Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document. A Settling Party may authorize the other Settling Party to sign on the first Settling Party's behalf. A signed signature page that is faxed or emailed is acceptable as an original signature page signed by that Settling Party.

20           8.       This Settlement Stipulation is the product of negotiation and no part shall be  
construed against any Settling Party on the basis that it was the drafter.

21           9.       The effective date of this Settlement Stipulation is the date of the  
Commission order approving it, subject to the procedures described in paragraph 15 above.

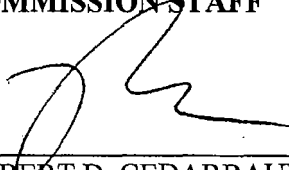
22           This Settlement Stipulation is entered into by each Settling Party as of the date  
entered below.

DATED this 2nd day of September, 2010.

**HAROLD LeMAY ENTERPRISES, INC.,  
d/b/a RURAL GARBAGE SERVICE**

**WASHINGTON UTILITIES AND  
TRANSPORTATION  
COMMISSION STAFF**

By \_\_\_\_\_  
DAVID W. WILEY  
Attorney for Harold LeMay Enterprises,  
Inc., d/b/a Rural Garbage Service

By  \_\_\_\_\_  
ROBERT D. CEDARBAUM  
Assistant Attorney General

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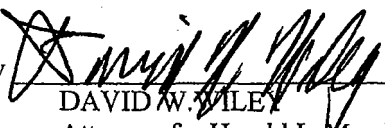
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By  \_\_\_\_\_  
DAVID W. WILEY  
Attorney for Harold LeMay Enterprises,  
Inc., d/b/a Rural Garbage Service

By \_\_\_\_\_  
ROBERT D. CEDARBAUM  
Assistant Attorney General



**ATTACHMENT A**



Harold LeMay Enterprises  
 Thurston County  
 Rural Garbage service  
 Restating Adjustments  
 12 Months ended December 31, 2009

Descriptions	R-1 Reclassify garbage Revenue	R-2 Recycling Revenue	R-3 Remove Commodity Revenue	R-4 Reclassify Supervisor Wages	R-5 Adjust Disposal Fee and Processing Costs	R-6 Adjust to Actual Expenses	R-7 Reclassify to Proper Accounts	R-8 To Remove nonallowed Expenses	To Adjust Operation Expense To Actual	Total Restating Adjustment
Revenue:										
Residential Cans	\$ 1,168									\$ 1,168
Recycling		2,884								2,884
Yard Waste		20,847								20,847
Commercial Cans	506,479									506,479
Special Container Serv	(528,755)									(528,755)
Drop Boxes	(601)									(601)
Pass Through		6,047								6,047
Commodity Recycling			(2,561,571)							(2,561,571)
Recycling Material			1,108,598							1,108,598
Recycling Credits										
TF Section, MRF										
TF Trucking										
MRF Processing Charge	299,659									299,659
Service Charges	(1,624)									(1,624)
Total Revenue	\$ 276,326	\$ 29,278	\$ (1,452,973)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,147,369)
Expenses:										
Repair-Shop, Bldg										
Wages-Mechanic										
Contract Labor										
Parts & Material										
Outside Repair										
Accident Repair										
Three-Tubes										
Other Maintenance										
Wages-Supervisor				\$ (117,151)						\$ (117,151)
Wages-Driver				117,151						117,151
Contract Labor										
Fuel & Oil										
Leased Equipment										
Other Collection Expense										
Dump Fee & Charges										
Pass Thru										
DF- Yard Waste					310,350					310,350
DF-TF					(12,203)					(12,203)
Breakage/Rebate					(1,232)					(1,232)
Processing Fee					725,593					725,593
Revenue-Dumping/Glass					(5,522)					(5,522)
WUTC Fee						4,168				4,168
Advertising										
Public Liability										
Workmen's Comp										
Salaries- Office							154,244			154,244
Contract Labor										
Management Fee					6,796					6,796
Office & Other Expense							99,069			99,069
Legal & Accounting										
Communication Phone										
Employee Welfare										
Pension										
Union Medical										
Union Pension										
Bad Debt					(6,650)					(6,650)
Other General Expense								(65,653)		(65,653)
Utilities										
Salaries- Salar										
Sales Expenses										
Depr-Collection Trls								(20,573)		(20,573)
Depr-Collection Can/DOB								399,465		399,465
Depr-Service Equipment								749		749
Depr-Shop Equipment								(74,613)		(74,613)
Depr-Office Equipment								33,778		33,778
Depr-Bldg, Leasehold Impr								213,471		213,471
Operating Tax & License										
State Road & Tire						117,410				117,410
Vehicle License										
Property Tax										
Payroll Taxes							11,600			11,600
Contractor Repair										
Rent-Cans & Structures										
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ 1,016,938	\$ 121,724	\$ 265,133	\$ (65,653)	\$ 503,276	\$ 1,890,399

	P-1 To Record Disposal Fee Increase & Revenue	P-2 To Record Increased Salaries & Wages	P-3 To Adjust Fuel to Current Average	P-4 Adjust Revenue Sensitive taxes	P-5 Allow Normalized Rate case Costs	Total Pro forma Adjustments
<b>Revenues:</b>						
Residential Cans	\$ 125,970					\$ 125,970
Recycling						
Yard Waste		78,318				78,318
Commercial Cans						
Special Container Serv						
Drop Rates						
Pass Through	109,093					109,093
Comet/WF Recycling						
Recycling Material						
Recycling Credits						
TF Station, MSF						
TF Trucking						
MSF Processing Charge						
Service Charges						
<b>Total Revenues</b>	<b>\$ 313,381</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 313,381</b>
<b>Expenses:</b>						
Repair-Shop, Bldg		\$ 25,074				\$ 25,074
Wagon-Mechanic						
Contract Labor						
Parts & Material						
Outside Repair						
Accident Repair						
Tires-Tubes						
Other Maintenance						
Wages-Supervisor		12,468				12,468
Wages-Driver		122,058				122,058
Contract Labor			(72,340)			(72,340)
Fuel & Oil						
Leased Equipment						
Other Collection Expense						
Dump Fee & Charges	208,163					208,163
Pass Thru	109,093					109,093
Op- Yard Waste	435					435
Op- TF						
Brokerage/Robata						
Processing Fee						
Revenue Sharing-Glass						
WUTC Fee				1,254		1,254
Advertising						
Public Liability						
Workmen's Comp		20,153				20,153
Salaries - Office						
Contract Labor						
Management Fee						
Office & Other Expense						
Legal & Accounting						
Communication Phone						
Employee Welfare						
Pension						
Union Medical						
Union Pension						
Bad Debt				1,880		1,880
Other General Expense						
Utilities						
Salaries - Sales		5,499				5,499
Sales Expenses						
Depr-Collection Trk						
Depr-Collection Cont/DB						
Depr-Service Equipment						
Depr-Shop Equipment						
Depr-Office Equipment						
Depr-Bldg, Leasehold Impr						
Operating Inv & License				5,641		5,641
State Excise Tax						
Vehicle License						
Property Tax		14,172				14,172
Payroll Taxes						
Container Repair						
Rate Case Cost					1,167	1,167
Head Land & Structures						
<b>Total Expenses</b>	<b>\$ 317,691</b>	<b>\$ 199,424</b>	<b>\$ (72,340)</b>	<b>\$ 6,775</b>	<b>\$ 1,167</b>	<b>\$ 454,716</b>

**ATTACHMENT B**

**ATTACHMENT B****Harold LeMay Enterprises, Inc.**

Customer Analysis for Rate Case

Test Year 1/09 - 12/09

<b>Rural Garbage Service:</b> Service	Rates	Disposal Fee	Rates	Rate	Proposed	
	Effective	Increase	Effective			
	Dec 31, 2009	Jan 1, 2010	Jan1, 2010	Reduction	Rate	Per
						Month
<b>Residential</b>						
1 Can	11.18	1.57	12.75	(0.14)	12.61	-1.10%
2 Can	17.53	2.35	19.88	(0.23)	19.65	-1.16%
3 Can	24.01	3.55	27.56	(0.31)	27.25	-1.12%
4 Can	30.31	4.48	34.79	(0.39)	34.40	-1.12%
Mini-Can	8.66	0.92	9.58	(0.11)	9.47	-1.15%
Mini-Can NR	8.66	0.92	9.58	(0.11)	9.47	-1.15%
Monthly Can	6.20	0.36	6.56	(0.08)	6.48	-1.22%
Extra Unit	3.35	0.36	3.71	(0.04)	3.67	-1.08%
Extra YD	16.23	1.86	18.09	(0.21)	17.88	-1.16%
Oversize	5.10	0.36	5.46	(0.07)	5.39	-1.28%
Overweight	5.10	0.36	5.46	(0.07)	5.39	-1.28%
20 Gal Toter Wkly	8.66	0.92	9.58	(0.11)	9.47	-1.15%
35 Gal Toter Wkly	11.18	1.57	12.75	(0.14)	12.61	-1.10%
35 Gal Toter Monthly	6.20	0.36	6.56	(0.08)	6.48	-1.22%
65 Gal Toter Wkly	17.47	2.17	19.64	(0.23)	19.41	-1.17%
95 Gal Toter Wkly	23.88	3.09	26.97	(0.31)	26.66	-1.15%
95 Gal Toter Monthly	8.15	0.71	8.86	(0.11)	8.75	-1.24%
<b>Commercial</b>						
Container per Pickup:						
1 Yard first pickup	21.88	1.86	23.74	(0.28)	23.46	-1.18%
Each additional pickup	13.98	1.86	15.84	(0.18)	15.66	-1.14%
1.5 Yard first pickup	27.62	2.66	30.28	(0.36)	29.92	-1.19%
Each additional pickup	19.49	2.66	22.15	(0.25)	21.90	-1.13%
2 Yard first pickup	40.47	3.45	43.92	(0.52)	43.40	-1.18%

Each additional pickup	24.58	3.45	28.03	(0.32)	27.71	-1.14%
3 Yard first pickup	52.75	5.04	57.79	(0.68)	57.11	-1.18%
Each additional pickup	36.75	5.04	41.79	(0.48)	41.31	-1.15%
4 Yard first pickup	69.57	6.53	76.10	(0.90)	75.20	-1.18%
Each additional pickup	46.57	6.53	53.10	(0.60)	52.50	-1.13%
6 Yard first pickup	101.87	8.94	110.81	(1.32)	109.49	-1.19%
Each additional pickup	68.01	8.94	76.95	(0.88)	76.07	-1.14%
1 Can	2.14	0.36	2.50	(0.03)	2.47	-1.20%
Over 5 units grouped together	2.06	0.36	2.42	(0.03)	2.39	-1.24%
Single can not grouped	2.14	0.36	2.50	(0.03)	2.47	-1.20%
Oversize	5.10	0.36	5.46	(0.07)	5.39	-1.28%
Overweight Can	5.10	0.36	5.46	(0.07)	5.39	-1.28%
Temporary Container:						
1 Yard	18.90	1.86	20.76	(0.27)	20.49	-1.30%
1.5 Yard	30.39	2.66	33.05	(0.43)	32.62	-1.30%
2 Yard	31.83	3.45	35.28	(0.46)	34.82	-1.30%
3 Yard	46.14	5.04	51.18	(0.66)	50.52	-1.29%
4 Yard	55.09	6.53	61.62	(0.80)	60.82	-1.30%
6 Yard	80.03	8.94	88.97	(1.15)	87.82	-1.29%
Special Pickups:						
1 Yard	18.00	1.86	19.86	(0.26)	19.60	-1.31%
1.5 Yard	29.81	2.66	32.47	(0.42)	32.05	-1.29%
2 Yard	31.65	3.45	35.10	(0.46)	34.64	-1.31%
3 Yard	46.14	5.04	51.18	(0.66)	50.52	-1.29%
4 Yard	55.02	6.53	61.55	(0.80)	60.75	-1.30%
6 Yard	80.03	8.94	88.97	(1.15)	87.82	-1.29%
3 Yard Packer	100.92	13.85	114.77	(5.67)	109.10	-4.94%
4 Yard Packer	122.08	17.95	140.03	(6.85)	133.18	-4.89%

**Recycling:**

Rate Per

			Increase	Month	
<b>Residential Curbside:</b>					
Recycling w/garbage	6.22	6.22	1.27	7.49	20.42%
Recycling only	7.22	7.22	1.27	8.49	17.59%
<b>MF Recycling</b>	3.84	3.84		3.84	0.00%
<b>Yard Waste:</b>					
90 Gallon EOW	7.60	7.60	3.41	11.01	44.87%
Extra Unit	2.35	2.35	0.75	3.10	31.91%
1 Yard EOW	23.75	23.75	10.93	34.68	46.00%
1.5 Yard EOW	32.50	32.50	14.95	47.45	46.00%

**Roll Off:**

Permanent Rent, per Month:

20 Yard	56.00	56.00	34.60	90.60	61.78%
30 Yard	67.00	67.00	41.40	108.40	61.79%
40 Yard	73.00	73.00	45.10	118.10	61.79%
50 Yard	107.00	107.00	62.00	169.00	57.94%

Note: This rent is only charged if there are no hauls during the month.

Per

Pick up

Permanent Hauls, per Haul:

20 Yard	130.00	130.00	80.35	210.35	61.81%
Each additional haul	74.00	74.00	45.75	119.75	61.83%
30 Yard	150.00	150.00	92.70	242.70	61.80%
Each additional haul	83.00	83.00	51.30	134.30	61.81%
40 Yard	165.00	165.00	101.95	266.95	61.79%
Each additional haul	92.00	92.00	56.85	148.85	61.79%
50 Yard	200.00	200.00	116.00	316.00	58.00%
Each additional haul	93.00	93.00	54.00	147.00	58.06%

Temporary Hauls, per Haul:

20 Yard	80.00	80.00	49.50	129.50	61.88%
30 Yard	91.00	91.00	56.25	147.25	61.81%
40 Yard	102.00	102.00	63.00	165.00	61.76%



50 Yard	112.00	112.00	65.00	177.00	58.04%
Temporary Rent, per Day:					
20 Yard	3.75	3.75	2.18	5.93	58.00%
30 Yard	4.50	4.50	2.61	7.11	58.00%
40 Yard	5.25	5.25	3.05	8.30	58.00%
50 Yard	6.50	6.50	3.77	10.27	58.00%
Compacter Cust Owned Hauls:					
10-15 Yard	95.00	95.00	58.75	153.75	61.84%
20 Yard	100.00	100.00	61.80	161.80	61.80%
25 Yard	115.00	115.00	71.10	186.10	61.83%
30 Yard	120.00	120.00	74.15	194.15	61.79%
Miscellaneous:					
Lids (20-50 yard box)	11.00	11.00	6.80	17.80	61.80%
Delivery Charge	59.00	59.00	36.45	95.45	61.78%
Tarping	11.00	11.00	6.80	17.80	61.80%
Excess Miles, p/mile over 5 miles	1.95	1.95	1.25	3.20	63.85%
Return Trip	30.00	30.00	18.50	48.50	61.67%
Washing or Sanatizing over 4 yards	1.75	1.75	1.00	2.75	56.86%
Redelivery after Washing Drop Box	26.60	26.60	15.40	42.00	57.89%
Hourly Rate:					
Single Rear Drive Axle:					
Non-packer Truck	60.00	60.00	34.80	94.80	58.00%
Packer Truck	60.00	60.00	34.80	94.80	58.00%
Drop Box Truck	60.00	60.00	34.80	94.80	58.00%
Extra Person:					
Non-packer Truck	32.00	32.00	18.55	50.55	57.97%
Packer Truck	32.00	32.00	18.55	50.55	57.97%
Drop Box Truck	32.00	32.00	18.55	50.55	57.97%
Tandem Rear Drive Axle:					
Packer Truck	65.00	65.00	37.70	102.70	58.00%

Drop Box Truck	65.00	65.00	37.70	102.70	58.00%
Overtime:					
Charge per Hour	65.00	65.00	37.70	102.70	58.00%
Minimum Charge	195.00	195.00	113.10	308.10	58.00%

**ATTACHMENT C**



Tariff No. 13

1st Revised Page No. 14

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98

Registered Trade Name(s) Rural Garbage Service

Item 51 -- Restart Fees

If service is stopped due to customer delinquency and subsequently restarted, a restart fee of \$11.00 will be assessed.

Item 52 -- Redelivery Fees

- Containers: The carrier will assess a charge of \$16.35 for redelivery when a customer requires maintenance or cleaning on a container at customer's request.
- Drop Box: The carrier will assess a charge of \$42.00 (A) for redelivery when a customer requires maintenance or cleaning on a drop box at customer's request.
- Toters: The carrier will assess a charge of \$16.80 for redelivery if toter is removed due to customers delinquency or if the customer changes toter size more than two times in a twelve month period.
- Yard Waste: The carrier will assess a charge of \$24.00 (A) for redelivery when a customer cancels yard waste service and then restarts service at the same address within 12 months. This fee also applies if service is stopped and restarted due to customer delinquency.
- Residential Recycling: The carrier will assess a charge of \$24.00 (A) for redelivery if recycling toter is replaced at the request of the customer. After initial delivery of the recycling toter, the customer can request a change in toter size one time at no charge.

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Tariff No. 13

2nd Revised Page No. 15

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98  
Registered Trade Name(s) Rural Garbage Service

Service Area: Thurston County

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

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

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

5.39 (R) per unit.

*NOTE: For charges applying on overweight tofers, carts, containers, or drop boxes see item 207.*

Item 60 -- Overtime Periods

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

New Year's Day  
Thanksgiving Day  
Christmas Day

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

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

Charge per hour: \$102.70 (A)

Minimum charge: \$308.10 (A)

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Tariff No. 13

1st Revised Page No. 16

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98  
Registered Trade Name(s) Rural Garbage Service

Item 70 -- Return Trips

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

<u>Type of receptacle</u>	<u>Rate for Return Trip</u>
Can, unit, mini-can, or micro-mini-can .....	\$ 5.00
Drop Box .....	\$ 48.50 (A)
Container .....	\$ 15.00

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

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Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98

Registered Trade Name(s) Rural Garbage Service

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

Rates in this item apply:

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

Rates below apply in the following service area:

See Appendix A

Number of Units or Type of Containers	Frequency of Service	Garbage With Recycling	Garbage Without Recycling
1	MG	\$ 6.48 (R)	\$ 6.48 (R)
Mini Can	WG	\$ 9.47 (R)	\$ 9.47 (R)
1	WG	\$12.61 (R)	\$ 12.61 (R)
2	WG	\$19.65 (R)	\$ 19.65 (R)
3	WG	\$27.25 (R)	\$ 27.25 (R)
4	WG	\$34.40 (R)	\$ 34.40 (R)
5	WG	\$41.55 (R)	\$ 41.55 (R)

Number of Units or Type of Containers	Frequency of Service	Garbage With Recycling	Garbage Without Recycling
20 Gal **	WG	\$ 9.47 (R)	\$ 9.47 (R)
35 Gal **	MG	\$ 6.48 (R)	\$ 6.48 (R)
35 Gal **	WG	\$ 12.61 (R)	\$ 12.61 (R)
65 Gal **	MG	\$ 7.59 (R)	\$ 7.59 (R)
65 Gal **	WG	\$ 19.41 (R)	\$ 19.41 (R)
95 Gal **	MG	\$ 8.75 (R)	\$ 8.75 (R)
95 Gal **	WG	\$ 26.66 (R)	\$ 26.66 (R)
** Company Provided			

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

Note 1: Customers will be charged for service requested even if fewer units are picked up on a particular trip. No credit will be given for partially filled cans. No credit will be given if customers fail to set receptacles out for collection.

Note 2: Recycling program charge (in addition to garbage rate) is \$7.49 (A). Additionally, these customers will receive a commodity price adjustment (cpa) of (\$.94) credit per month. Recycling only service is \$8.49 (A) adjusted for cpa.

Notes for this item are continued on next page

**Recycling service rates on this page expire on: July 1, 2011**

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(For Official Use Only)

Docket No. TG-\_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



Tariff No. 13

2nd Revised Page No. 21

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98  
Registered Trade Name(s) Rural Garbage Service

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

Note 3: The charge for an occasional extra residential bag, can, unit, toter, mini-can, or micro-mini-can on a regular pickup is:

Type of receptacle	Rate per receptacle per pickup
32-gallon can or unit	\$ 3.67 (R)
Mini Can	\$ 3.67 (R)
Prepaid Bag	\$ 3.96

Note 4: Customers may request no more than one pickup per month, on an "on call" basis, at \$6.48 (A) per can/unit. Service will be rendered on the normal scheduled pickup day for the area in which the customer resides. Note: If customer requires service to be provided on other than normal scheduled pickup day, rates for special pickups will apply.

Note 5: "On Call" basis accounts in addition to the charge in note 4 a recycling fee of \$7.49 will be assessed. (N) Additionally, these customers will receive a commodity price adjustment (cpa) of (\$.94) credit per month. (N)

Recycling service rates on this page expire on: July 1, 2011

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Tariff No. 13

1st Revised Page No. 22A

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98  
Registered Trade Name(s) Rural Garbage Service

Item 100 -- Residential Service -- Monthly Rates (continued)

**Yard waste service** provisions shown apply only in the following service area: Thurston County

Following is a description of the yard waste program (type of containers, frequency, etc.). Program provided in accordance with Ordinance No. 13696 of Thurston County.

Voluntary curbside yard waste service provided in areas defined by Thurston County as Urban Growth Areas and major housing developments. Regular scheduled service every other week.

Yard waste shall be understood to mean material which consists of leaves, brush, tree trimmings, grass clippings, garden waste from vegetable gardens, and other compostable organic materials resulting from landscape pruning and maintenance as generated from residences. Branches and roots must be smaller than 4 inches in diameter. Branches and brush must be of a length to fit within the closed container.

Yardmaster does not include stumps, demolition wood, large amounts of dirt, rocks, glass, plastic, metal, concrete, sheetrock, asphalt or any other non-organic land clearing debris nor any food waste except as noted above.

If yard waste container is found to be contaminated with disallowed materials, the container will not be accepted as yard waste and may be collected and charged for at solid waste rates.

Redelivery: Any customer who stops and resumes service within a 12 month period will be charged a redelivery fee.

Extra: Any material not entirely contained within the closed container, charged in 32 gallon units.

**RATES FOR YARD WASTE SERVICE:**

90 gallon EOW	\$11.01 (A) per month
Extra Unit	\$3.10 (A) per unit
1 Yard EOW	\$34.68 (A) per month
1.5 Yard EOW	\$47.45 (A) per month
Redelivery	\$24.00 (A)

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Tariff No. 13

2nd Revised Page No. 24

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98  
 Registered Trade Name(s) Rural Garbage Service

Item 120 -- Drums

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

Item 130 -- Litter Receptacles and Litter Toters

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

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

Item 150 -- Loose and Bulky Material

Special Trips: Time rates in Item 160 apply.

Regular Route:

	1 to 4 cubic yards Rate per yard	Additional cubic yards Rate per yard	Minimum Charge Per Pickup	Carry Charge Per each 5 ft. over 8 feet
Bulky Materials	\$ 17.88 (R)	\$ 17.88 (R)	\$ 10.00 (R)	\$ 2.00
Loose material (company load)	\$ 17.88 (R)	\$ 17.88 (R)	\$ 14.00 (R)	\$ 3.75

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Tariff No. 13

1st Revised Page No. 25

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98  
 Registered Trade Name(s) Rural Garbage Service

Item 160 – Time Rates

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

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

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

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

Rates per hour:

Type of Equipment ordered	Rate Per Hour		
	Truck and Driver	Each Extra Person	Minimum Charge
<u>Single rear drive axle:</u>			
Non-packer truck.....	\$ 94.80 (A)	\$ 50.55 (A)	\$ 94.80 (A)
Packer truck.....	\$ 94.80 (A)	\$ 50.55 (A)	\$ 94.80 (A)
Drop-box truck.....	\$ 94.80 (A)	\$ 50.55 (A)	\$ 94.80 (A)
<u>Tandem rear drive axle:</u>			
Non-packer truck.....	\$ 102.70 (A)	\$ 50.55 (A)	\$ 102.70 (A)
Packer truck.....	\$ 102.70 (A)	\$ 50.55 (A)	\$ 102.70 (A)
Drop-box truck.....	\$ 102.70 (A)	\$ 50.55 (A)	\$ 102.70 (A)

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Tariff No. 13

2nd Revised Page No. 31

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98  
 Registered Trade Name(s) Rural Garbage Service

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

Service Area: See Appendix A

Permanent Service	Size or Type of Container					
	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard
Monthly Rent (if applicable)						
First Pickup	\$ 23.46 (R)	\$ 29.92 (R)	\$ 43.40 (R)	\$ 57.11 (R)	\$ 75.20 (R)	\$ 109.49 (R)
Each Additional Pickup	\$ 15.66 (R)	\$ 21.90 (R)	\$ 27.71 (R)	\$ 41.31 (R)	\$ 52.50 (R)	\$ 76.07 (R)
Special Pickups	\$ 19.60 (R)	\$ 32.05 (R)	\$ 34.64 (R)	\$ 50.52 (R)	\$ 60.75 (R)	\$ 87.82 (R)
Temporary Service						
Initial Delivery	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 39.60
Pickup Rate	\$ 20.49 (R)	\$ 32.62 (R)	\$ 34.82 (R)	\$ 50.52 (R)	\$ 60.82 (R)	\$ 87.82 (R)
Rent Per Calendar Day	\$ 0.45	\$ 0.50	\$ 0.60	\$ 0.65	\$ 0.85	\$ 1.25
Rent Per Month						

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

Note 2: Permanent Service: If rent is shown, the rate for the first pickup and each additional pickup must be the same. If rent is not shown, it is to be included in the rate for the first pickup.

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

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Tariff No. 13

2nd Revised Page No. 32

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98  
 Registered Trade Name(s) Rural Garbage Service

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

Service Area: See Appendix A

Permanent Service	Size or Type of Container			
	32-gallon can or unit	35 Gal Toter	65 Gal Toter	95 Gal Toter
First five grouped together	\$ 2.47 (R)	\$ 2.74 (R)	\$ 4.51 (R)	\$ 6.00 (R)
Over 5 units grouped together	\$ 2.39 (R)	\$ 2.74 (R)	\$ 4.51 (R)	\$ 6.00 (R)
Single cans not grouped	\$ 2.47 (R)	\$ 2.74 (R)	\$ 4.51 (R)	\$ 6.00 (R)
Minimum Monthly charge	\$ 11.80 (R)	\$ 13.15 (R)		
Special Pickups:				
One Unit	\$ 8.53 (R)			
Each Additional Unit	\$ 3.62 (R)			

Note1: **Permanent Service:** Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially-filled containers.

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

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Tariff No. 13

2nd Revised Page No. 33

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98

Registered Trade Name(s) Rural Garbage Service

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

Service Area: See Appendix A

Permanent Service	Size or Type of Container					
	3 Yard	4 Yard	Yard	Yard	Yard	Yard
Each Scheduled Pickup	\$109.10 (R)	\$133.18 (R)	\$	\$	\$	\$
Special Pickups	\$109.10 (R)	\$133.18 (R)	\$	\$	\$	\$
<b>Temporary Service</b>						
Pickup Rate	\$	\$	\$	\$	\$	\$

Note1: Permanent Service: Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially-filled containers.

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

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Tariff No. 13

1st Revised Page No. 34

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98  
 Registered Trade Name(s) Rural Garbage Service

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

Service Area: See Appendix A

	Size or Type of Container			
	20 Yard	30 Yard	40 Yard	50 Yard
<b>Permanent Service</b>				
Monthly Rent (See Note 3 (b))	\$ 90.60 (N)	\$ 108.40 (N)	\$ 118.10 (N)	\$ 169.00 (N)
First Pickup	\$ 210.35 (A)	\$ 242.70 (A)	\$ 266.95 (A)	\$ 316.00 (A)
Each Additional Pickup	\$ 119.75 (A)	\$ 134.30 (A)	\$ 148.85 (A)	\$ 147.00 (A)
Special Pickups	\$	\$	\$	\$
<b>Temporary Service</b>				
Initial Delivery	\$ 95.45 (A)	\$ 95.45 (A)	\$ 95.45 (A)	\$ 95.45 (A)
Pickup Rate	\$ 129.50 (A)	\$ 147.25 (A)	\$ 165.00 (A)	\$ 177.00 (A)
Rent Per Calendar Day	\$ 5.93 (A)	\$ 7.11 (A)	\$ 8.30 (A)	\$ 10.27 (A)
Rent Per Month				

- Note 1: Rates in this item are subject to disposal fees named in Item 230.  
 Note 2: Rates named in this item apply for all hauls not exceeding 5 miles measured from the point of pickup to the disposal site. Excess miles will be charged for at \$3.20 (A) per mile or fraction of a mile. Mileage charge is in addition to all regular charges.  
 Note 3: Permanent Service:  
 (a) Service is defined as no less than scheduled, once a month pickup, unless local government requires more frequent service, or unless putrescibles are involved.  
 (b) Monthly rent only applies - if a drop box is retained by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups. (C) Monthly rental charges will be prorated when a drop box is retained for only a portion of a month.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):  
 Lids: \$17.80 (A) per month  
 Tarping: \$17.80 (N) per occurrence

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Tariff No. 13

1st Revised Page No. 35

Company Name/Permit Number: Harold LeMay Enterprises Inc. G-98  
 Registered Trade Name(s) Rural Garbage Service

**Item 275 -- Drop Box Service -- To Disposal Site and Return**  
 Compacted Material (Company-owned drop box)  
 Rates stated per drop box, per pickup

Service Area: See Appendix A

	Size or Type of Container			
	10 Yard	20 Yard	25 Yard	30 Yard
<b>Permanent Service</b>				
Each Scheduled Pickup	\$ 153.75 (A)	\$ 161.80 (A)	\$ 186.10 (A)	\$ 194.15 (A)
Special Pickups	\$ 153.75 (A)	\$ 161.80 (A)	\$ 186.10 (A)	\$ 194.15 (A)
<b>Temporary Service</b>				
Pickup Rate	\$	\$	\$	\$

- Note 1: Rates in this item are subject to disposal fees named in Item 230.  
 Note 2: Rates named in this item apply for all hauls not exceeding 5 miles measured from the point of pickup to the disposal site. Excess miles will be charged for at \$3.20 (A) per mile or fraction of a mile. Mileage charge is in addition to all regular charges.  
 Note 3: Permanent Service: is defined as no less than scheduled, once a month pickup, unless local government requires more frequent service, or unless putrescibles are involved.

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

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**ATTACHMENT D**

**Harold LeMay Enterprises, Inc.  
d/b/a Rural Garbage Service**

2910 Hogum Bay Road NE  
Olympia, WA 98516  
Phone: (360) 923-0111, Fax (360) 486-8600

**NOTICE OF PROPOSED RATE DECREASE/INCREASE FOR RESIDENTIAL  
GARBAGE, RECYCLING AND YARD WASTE SERVICES**

Dear Customer:

September 3, 2010

On September 2, 2010, Harold LeMay Enterprises and the Staff of the Washington Utilities and Transportation Commission (WUTC) filed with the WUTC a proposed settlement for a general increase in rates for solid waste collection and recycling services. The last general rate increase was approved by the WUTC January 1, 2007. Since that time, the Company has experienced increased operating costs in the areas of labor, employee benefits, fuel, parts and equipment amongst other categories which it now seeks to update in rates.

The Company and Staff have asked the WUTC to approve the rate increases no later than November 1, 2010. The proposed settlement agreement is not binding upon the WUTC and must be approved by the WUTC before it can become effective. The WUTC may accept or reject the proposed settlement in whole or in part, or place additional conditions on its approval of the proposed settlement.

If the proposed settlement is approved by the WUTC, the rate per month will decrease/increase as follows:

Residential Garbage Services:	Current Rate Per Month	Current Rate Per Month	Proposed Rate Per Month
One 32 Gal Can per Week	12.75	-.14	12.61
Two 32 Gal Can per Week	19.88	-.23	19.65
One 65 Gal Cart per Week	19.64	-.23	19.41
One 95 Gal Cart per Week	26.97	-.31	26.66
Occasional Extra Unit	3.71	-.04	3.67
Other services not listed will decrease 1.1 to 1.17%			
Recycling and Yard Waste Services:			
One Recycling Cart Every-Other-Week	6.22	1.27	7.49
One Recycling Cart EOW, Recycling Only	7.22	1.27	8.49
Yard Waste Every-Other-Week	7.60	3.41	11.01

If you have any questions regarding this increase, please contact Rural Garbage Service, between 8:00 a.m. and 4 p.m. Monday through Friday.

The Company and Staff will recommend that the WUTC approve the proposed settlement at a public hearing in Olympia, which is scheduled for 9:30 a.m. on September 30, 2010. You will have an opportunity to comment in person at this hearing. If you are unable to attend the hearing, the WUTC has a bridge line which enables you to participate or listen by telephone. Call 360-664-1234 for instructions the day before the open meeting. You can also comment by using the "Public Comment" feature at the WUTC's Web site at [utc.wa.gov](http://utc.wa.gov) or by using the contact information below.

**Harold LeMay Enterprises, Inc.  
d/b/a Rural Garbage Service**

---

2910 Hogum Bay Road NE

Olympia, WA 98516

Phone: (360) 923-0111, Fax (360) 486-8600

Washington Utilities and Transportation Commission

1300 S Evergreen Park Dr SW

Post Office Box 47250

Olympia, WA 98504-7250

E-mail: [comments@utc.wa.gov](mailto:comments@utc.wa.gov)

Telephone: 1-888-333-WUTC (9882)

Sincerely,

Management

Harold LeMay Enterprises, Inc.

**Harold LeMay Enterprises, Inc.  
d/b/a Rural Garbage Service**

2910 Hogum Bay Road NE  
Olympia, WA 98516  
Phone: (360) 923-0111, Fax (360) 486-8600

**NOTICE OF PROPOSED RATE INCREASE FOR COMPACTOR SERVICES**

Dear Customer:

September 3, 2010

On September 2, 2010, Harold LeMay Enterprises and the Staff of the Washington Utilities and Transportation Commission (WUTC) filed with the WUTC a proposed settlement for a general increase in rates for solid waste collection and recycling services. The last general rate increase was approved by the WUTC January 1, 2007. Since that time, the Company has experienced increased operating costs in the areas of labor, employee benefits, fuel, parts and equipment amongst other categories which it now seeks to update in rates.

The Company and Staff have asked the WUTC to approve the rate increases no later than November 1, 2010. The proposed settlement agreement is not binding upon the WUTC and must be approved by the WUTC before it can become effective. The WUTC may accept or reject the proposed settlement in whole or in part, or place additional conditions on its approval of the proposed settlement.

If the proposed settlement is approved by the WUTC, the rate per pickup will increase as follows:

	Current Rate	Proposed Increase	Proposed Rate
Compactors:	<u>Per Pick-up</u>	<u>Per Pick-up</u>	<u>Per Pick-up</u>
10 yard to 15 yard	95.00	58.75	153.75
20 yard	100.00	61.80	161.80
25 yard	115.00	71.10	186.10
30 yard	120.00	74.15	194.15
Mileage over 5 miles	1.95	1.25	3.20
Other services not listed will increase an average 56.86%			

If you have any questions regarding this increase, please contact Rural Garbage Service, between 8:00 a.m. and 4 p.m. Monday through Friday.

The Company and Staff will recommend that the WUTC approve the proposed settlement at a public hearing in Olympia, which is scheduled for 9:30 a.m. on September 30, 2010. You will have an opportunity to comment in person at this hearing. If you are unable to attend the hearing, the WUTC has a bridge line which enables you to participate or listen by telephone. Call 360-664-1234 for instructions the day before the open meeting. You can also comment by using the "Public Comment" feature at the WUTC's Web site at [utc.wa.gov](http://utc.wa.gov) or by using the contact information below.

Washington Utilities and Transportation Commission  
1300 S Evergreen Park Dr SW  
Post Office Box 47250  
Olympia, WA 98504-7250  
E-mail: [comments@utc.wa.gov](mailto:comments@utc.wa.gov)  
Telephone: 1-888-333-WUTC (9882)

Sincerely,

Management  
Harold LeMay Enterprises, Inc.

**Harold LeMay Enterprises, Inc.  
d/b/a Rural Garbage Service**

2910 Hogum Bay Road NE  
Olympia, WA 98516  
Phone: (360) 923-0111, Fax (360) 486-8600

**NOTICE OF PROPOSED RATE INCREASE FOR RECYCLING AND YARD WASTE  
SERVICES**

Dear Customer:

September ~~18~~<sup>3</sup>, 2010

On September 2, 2010, Harold LeMay Enterprises and the Staff of the Washington Utilities and Transportation Commission (WUTC) filed with the WUTC a proposed settlement for a general increase in rates for solid waste collection and recycling services. The last general rate increase was approved by the WUTC January 1, 2007. Since that time, the Company has experienced increased operating costs in the areas of labor, employee benefits, fuel, parts and equipment amongst other categories which it now seeks to update in rates.

The Company and Staff have asked the WUTC to approve the rate increases no later than November 1, 2010. The proposed settlement agreement is not binding upon the WUTC and must be approved by the WUTC before it can become effective. The WUTC may accept or reject the proposed settlement in whole or in part, or place additional conditions on its approval of the proposed settlement.

If the proposed settlement is approved by the WUTC, the rate per pickup will increase as follows:

	Current Rate Per Month	Proposed Increase Per Month	Proposed Rate Per Month
Recycling, Yard Waste:			
One Recycling Cart	6.22	1.27	7.49
Every-Other-Week			
One Recycling Cart	7.22	1.27	8.49
EOW, Recycling Only			
Yard Waste	7.60	3.41	11.01
Every-Other-Week			

If you have any questions regarding this increase, please contact Rural Garbage Service, between 8:00 a.m. and 4 p.m. Monday through Friday.

The Company and Staff will recommend that the WUTC approve the proposed settlement at a public hearing in Olympia, which is scheduled for 9:30 a.m. on September 30, 2010. You will have an opportunity to comment in person at this hearing. If you are unable to attend the hearing, the WUTC has a bridge line which enables you to participate or listen by telephone. Call 360-664-1234 for instructions the day before the open meeting. You can also comment by using the "Public Comment" feature at the WUTC's Web site at [utc.wa.gov](http://utc.wa.gov) or by using the contact information below.

Washington Utilities and Transportation Commission  
1300 S Evergreen Park Dr SW  
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Olympia, WA 98516  
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**NOTICE OF PROPOSED RATE INCREASE FOR ROLL-OFF SERVICES**

Dear Customer:

September 3, 2010

On September 2, 2010, Harold LeMay Enterprises and the Staff of the Washington Utilities and Transportation Commission (WUTC) filed with the WUTC a proposed settlement for a general increase in rates for solid waste collection and recycling services. The last general rate increase was approved by the WUTC January 1, 2007. Since that time, the Company has experienced increased operating costs in the areas of labor, employee benefits, fuel, parts and equipment amongst other categories which it now seeks to update in rates.

The Company and Staff have asked the WUTC to approve the rate increases no later than November 1, 2010. The proposed settlement agreement is not binding upon the WUTC and must be approved by the WUTC before it can become effective. The WUTC may accept or reject the proposed settlement in whole or in part, or place additional conditions on its approval of the proposed settlement.

If the proposed settlement is approved by the WUTC, the rate per pickup will increase as follows:

Roll-off:	Current Rate	Proposed	Proposed Rate
	<u>Per Pick-up</u>	<u>Increase</u>	<u>Per Pick-up</u>
20 yard first haul	130.00	80.35	210.35
Each additional haul	74.00	45.75	119.75
30 yard first haul	150.00	92.70	242.70
Each additional haul	83.00	51.30	134.30
40 yard first haul	165.00	101.95	266.95
Each additional haul	92.00	56.85	148.85
Mileage over 5 miles	1.95	1.25	3.20
Other services not listed will increase an average 56.86%			

If you have any questions regarding this increase, please contact Rural Garbage Service, between 8:00 a.m. and 4 p.m. Monday through Friday.

The Company and Staff will recommend that the WUTC approve the proposed settlement at a public hearing in Olympia, which is scheduled for 9:30 a.m. on September 30, 2010. You will have an opportunity to comment in person at this hearing. If you are unable to attend the hearing, the WUTC has a bridge line which enables you to participate or listen by telephone. Call 360-664-1234 for instructions the day before the open meeting. You can also comment by using the "Public Comment" feature at the WUTC's Web site at [utc.wa.gov](http://utc.wa.gov) or by using the contact information below.

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Sincerely,  
Management  
Harold LeMay Enterprises, Inc.