

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Determining the Proper
Carrier Classification of, and Complaint
for Penalties against:

BOBBY WOLFORD TRUCKING &
SALVAGE, INC. d/b/a BOBBY
WOLFORD TRUCKING &
DEMOLITION, INC.

DOCKET TG-143802

NARRATIVE SUPPORTING
SETTLEMENT AGREEMENT

I. INTRODUCTION

1 This Narrative Supporting Settlement Agreement (Narrative) is filed pursuant to WAC 480-07-740(2)(a) on behalf of both Bobby Wolford Trucking & Salvage, Inc. d/b/a Bobby Wolford Trucking & Demolition, Inc. (Bobby Wolford Trucking or Company) and the Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, the "Parties"). Both parties have signed the Settlement Agreement, which is included with this Narrative. This Narrative summarizes the Settlement Agreement. It is not intended to modify any terms of the Settlement Agreement.

II. PROPOSALS FOR REVIEW PROCEDURE

2 The Parties submit that this matter is considerably less complex than a general rate proceeding and request that review proceed on a timetable for less complex matters, as provided in WAC 480-07-740(1)(b). To the knowledge of both Parties, there are no opponents of the settlement. Because of the less complex nature of this matter and the uncontested status of the settlement, the Parties suggest that a formal settlement hearing along with the opportunity for public comment are unnecessary in this case.

3 The Parties do not intend to file documentation supporting the Settlement Agreement, with the exception of the Settlement Agreement itself and this Narrative. If the Commission requires supporting documents beyond the Settlement Agreement, Narrative, and the other documents on file in this docket, the Parties will provide documentation as reasonably needed.

4 In keeping with WAC 480-07-740(2)(b), the Parties are prepared to present one or more witnesses each to testify in support of the proposal and answer questions concerning the details of the Settlement Agreement, and its costs and benefits, should such testimony be required. In addition, both Staff and the Company are available to respond to any questions the Commission may have regarding the proposed Settlement Agreement.

5 The Parties request a streamlined review of the proposed Settlement Agreement. To that end, the Parties would prefer an informal review on a paper record. In accordance with WAC 480-07-730, the Parties propose the foregoing procedural alternatives for review of the proposed Settlement Agreement.

III. SCOPE OF THE UNDERLYING DISPUTE

6 The underlying dispute concerns offers by Bobby Wolford Trucking to haul solid waste for compensation without a Commission-issued certificate of convenience and necessity. In general, persons or entities may not advertise, solicit, offer, or enter into an agreement to transport solid waste for compensation without first obtaining a solid waste certificate from the Commission. RCW 81.77.040. Common carriers, whose primary business is not the collection of solid waste, normally will also need to obtain a certificate of public convenience and necessity if they transport solid waste to a disposal site on more than an occasional basis, or if they hold themselves out to the public as providing solid waste

collection service. WAC 480-70-016(1). Bobby Wolford Trucking holds a common carrier permit from the Commission and is registered with the Washington Department of Ecology as a Transporter of Recyclable Materials.

7 Staff began an investigation into Bobby Wolford Trucking in September 2014 following an informal complaint from a certificated solid waste collection company alleging that Bobby Wolford Trucking was hauling demolition debris from the Everett Boeing Plant to the Snohomish County Airport Road Transfer Station (ARTS). The complaint claimed that the Company was hired by PCI Democon to pick up the demolition debris and transport it to ARTS for disposal.

8 Staff contacted Bobby Wolford Trucking on September 17, 2014, by email, outlining the complaint and requesting information about the alleged operations. On October 3, 2014, Staff sent a letter to the Company providing a summary of Staff's investigation and further technical assistance. On October 16, 2014, the Company responded to Staff's letter through its legal representative, explaining that it received orders from PCI Democon to haul demolition waste materials for disposal and that its new dispatcher was, at the time, inexperienced and did not recognize the problem. The Company represented that it immediately stopped hauling from the Everett site to the ARTS.

9 Staff received information from Snohomish County Department of Public Works (Public Works) on October 28, 2014, in response to a public records request, which showed 191 charges posted to the PCI Democon account by Bobby Wolford Trucking for hauls to the ARTS between September 2 and September 30, 2014. Each of these charges represented a haul. Commission Staff clarified with Public Works staff that Bobby Wolford Trucking

did all the trucking for PCI Democon, and all the hauls were identified to vehicles belonging to Bobby Wolford Trucking.

10 On January 16, 2015, the Commission served on Bobby Wolford Trucking an Order Instituting Special Proceeding and Notice of Hearing; Complaint Seeking to Impose Penalties, and Notice of Hearing (Order 01). Order 01 alleged that Bobby Wolford Trucking violated RCW 81.77.040 on 191 occasions by operating for the hauling of solid waste for compensation without first having obtained from the Commission a certificate of public convenience and necessity. With Order 01, the Commission sent a Subpoena and Subpoena Duces Tecum (Order 02) requiring Bobby Wolford Trucking to bring specific documents to the hearing, as well as a copy of Staff's investigation report. The Commission scheduled the matter for hearing on February 18, 2015.

11 Prior to the hearing, the Parties engaged in settlement discussions, which resulted in a Settlement Agreement. As part of the settlement discussions, Bobby Wolford Trucking supplied Staff with certain information covered by Order 02. That information revealed, in part, that the Company billed a total of \$41,186.30 for the 191 hauls that were the subject of Order 01.

12 On February 11, 2015, the Parties jointly requested temporary suspension of the procedural schedule to provide additional time to finalize and memorialize their agreement. On February 12, 2015, the Commission issued a notice suspending the procedural schedule and requiring filing of settlement documents or a status report by February 25, 2015.

IV. SUMMARY OF PROPOSED SETTLEMENT

13 The Settlement Agreement resolves all of the issues in dispute between the Parties. Staff recommends and the Parties agree that Bobby Wolford Trucking should be directed to

cease and desist from providing all forms of solid waste collection services that require a certificate from the Commission pursuant to RCW 81.04.510. This includes, but is not limited to, transporting solid waste materials for compensation from a demolition project to a transfer station, unless such service is an incidental part of a clean-up or site restoration service provided by the Company.

14 Bobby Wolford Trucking admits that 191 violations of RCW 81.77.040 occurred, as alleged in Order 01. Staff recommends and the Parties agree that the Commission should assess a total penalty in the amount of \$41,186.30, which equals the total amount the Company billed for the 191 hauls. Staff recommends and the Parties agree that Bobby Wolford Trucking will pay to the Commission penalties totaling \$20,000 in 11 consecutive monthly installments of \$1,667 and a 12th monthly installment of \$1,663, each of which is due and payable no later than the twenty-sixth day of each month beginning in March 2015. Bobby Wolford Trucking may make payments in advance of these due dates to discharge its payment obligation. Any prepayment of the penalty amount will be credited to the last date an installment is due. If the Company however fails to pay any installment by the due date, the entire remaining balance of payments, including any suspended portion of the penalty, will become immediately due and payable without further Commission order.

15 Staff recommends and the Parties agree that the remaining \$21,186.30 penalty amount shall be suspended for, and waived after, one year from the date the Commission approves this Settlement Agreement, provided that Bobby Wolford Trucking, upon inspection by Staff, incurs no repeat violations of RCW 81.77.040 during that year.

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Staff will commence a review within one year from the date the Commission approves this Settlement Agreement and will provide Staff's recommendation as to whether the suspended penalty in paragraph 15 should be waived or imposed.

V. STATEMENT OF PARTIES' INTERESTS AND THE PUBLIC INTEREST

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As stated in the Settlement Agreement, the settlement represents a compromise of the positions of the two parties. The Parties find it is in their best interests to avoid the expense, inconvenience, uncertainty, and delay inherent in a litigated outcome. It is in the public interest that this dispute concludes without the further expenditure of public resources on litigation expenses. The Commission will receive the \$20,000 penalty amount without expending resources on litigation. Likewise, it is in the public interest that the Settlement Agreement contains a provision that the suspended \$21,186.30 penalty may be waived if the Company complies with the conditions in the Settlement Agreement, or imposed if the Company does not so comply. The review of Bobby Wolford Trucking that Staff will commence within one year will enable the Commission to ascertain the Company's compliance with the Settlement Agreement's provisions, and to determine whether the suspended penalty should be imposed or waived.

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Bobby Wolford Trucking has expressed its intent to conform to state laws and regulations and has engaged in further technical assistance discussions with Staff to ensure an understanding of compliance standards.

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For the reasons explained above, these commitments, and the Settlement Agreement as a whole, are in the public interest, as well as the interests of the Parties. Staff and Bobby Wolford Trucking, therefore, recommend that the Commission approve the Settlement Agreement in its entirety.

VI. LEGAL POINTS THAT BEAR ON PROPOSED SETTLEMENT

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In WAC 480-07-700, the Commission states its support for parties' informal efforts to resolve disputes without the need for contested hearings when doing so is lawful and consistent with the public interest. The Parties have resolved all of the issues in dispute between them, and their resolution complies with Commission rules and, as explained above, is consistent with the public interest.

VII. CONCLUSION

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Because the Parties have negotiated a compromise on all of the issues in this dispute and because the settlement is in the public interest, both Parties request that the Commission issue an order approving the Settlement Agreement in full.

Respectfully submitted this 25th day of February, 2015.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

BOBBY WOLFORD TRUCKING &
SALVAGE, INC. d/b/a BOBBY
WOLFORD TRUCKING &
DEMOLITION, INC.

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Trucking & Demolition, Inc.

Dated: Feb. 25, 2015

Dated: _____, 2015

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Respectfully submitted this _____ day of _____, 2015.

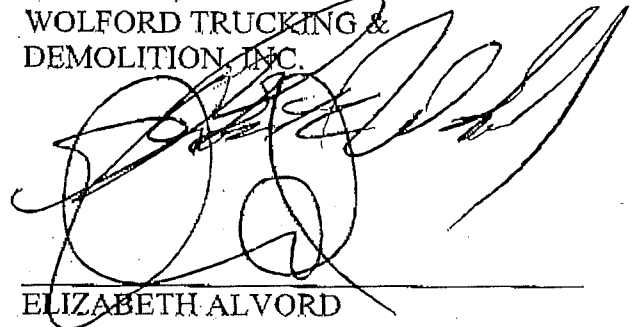
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

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Dated: _____, 2015

BOBBY WOLFORD TRUCKING &
SALVAGE, INC. d/b/a BOBBY
WOLFORD TRUCKING &
DEMOLITION, INC.



ELIZABETH ALVORD
Counsel for Bobby Wolford Trucking &
Salvage, Inc. d/b/a Bobby Wolford
Trucking & Demolition, Inc.

Dated: 2/25/15, 2015