

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

BNSF RAILWAY COMPANY,

Respondent.

DOCKET TR-171021

SETTLEMENT AGREEMENT

I. OVERVIEW

1 Staff of the Washington Utilities and Transportation Commission (Staff) and BNSF
Railway Company (BNSF), through their authorized representatives, adopt the following
settlement agreement (Agreement) to resolve all issues in Docket TR-171021, which
concerns BNSF's time of compliance with the telephonic reporting requirement in
WAC 480-62-310 with respect to the release and clean-up of an estimated one gallon of
gasoline that occurred on September 1, 2017, in the company's Spokane railyard.

II. JURISDICTION

2 The Washington Utilities and Transportation Commission (Commission) has
jurisdiction to approve and enforce this Agreement.

III. EFFECTIVE DATE

3 This Agreement is effective on the service date of a final Commission order
approving this Agreement, or on the date that an initial order approving this Agreement
becomes a final order pursuant to WAC 480-07-825(7).

IV. TERMS OF AGREEMENT

4 Admission of liability. BNSF admits that although clean-up of the hazardous material release was promptly addressed on the day of the incident, the company did not make a telephone call to the EOC for approximately five and a half hours after BNSF first learned of the incident. This delayed reporting was a violation of WAC 480-62-310, which requires railroad companies subject to the Commission's jurisdiction to report such events to the EOC within thirty minutes after learning of the event.

5 Monetary penalty. The Commission imposes a penalty of \$1,000, the maximum penalty allowed under RCW 81.04.380. In the interest of resolving this matter without further undue burden and expense, BNSF will pay the \$1,000 within 30 calendar days of the effective date of this Agreement.

V. GENERAL PROVISIONS

6 Public interest. The parties submit that this Agreement promotes the public interest, and that it is appropriate for unconditional Commission acceptance under WAC 480-07-750.

7 Advocacy. The parties agree to support the terms of this Agreement and recommend that the Commission issue an order adopting it. After the Commission accepts this Agreement, no party or its agents, employees, consultants, or attorneys will engage in advocacy contrary to the Agreement.

8 Construction. This Agreement shall not be construed against any party solely because that party was a drafter of the Agreement.

9 Other proceedings. This Agreement is entered for settlement purposes only and shall have no precedential or preclusive effect in other proceedings. In the event this Agreement does not become effective pursuant to Section III of this Agreement, this Agreement shall be

null and void, with no binding effect on the parties and with no precedential or preclusive effect on BNSF or Staff regarding the resumption of the litigation in Docket TR-171021.

10 Final agreement. This Agreement supersedes all prior oral and written agreements concerning issues addressed herein.

11 Counterparts. The parties may execute this Agreement in counterparts.

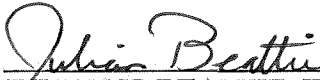
12 Authorized representatives. Each person signing this Agreement warrants that he or she has authority to bind the party that he or she represents.

DATED this 11th day of April 2018.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

BNSF RAILWAY COMPANY

ROBERT W. FERGUSON
Attorney General



JULIAN H. BEATTIE, WSBA #45586
Assistant Attorney General
Attorney for Commission Staff
Phone: (360) 664-1225
Email: julian.beattie@utc.wa.gov



CHRISTOPHER EMCH, WSBA #26457
FOSTER PEPPER PLLC
Phone: (206) 447-4400
Email: chris.emch@foster.com
BROOKE KUHL, WSBA #35727
BNSF RAILWAY COMPANY
Phone: (406) 256-4293
Email: brooke.kuhl@bnsf.com
Attorneys for BNSF Railway Company