

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Penalty Assessment) DOCKET TG-121205
Against)
)
PULLMAN DISPOSAL SERVICE, INC.)
)
In the Amount of \$2,300)
)
)
)
SETTLEMENT AGREEMENT

1 This settlement agreement (Agreement) is entered into by both parties to this proceeding for the purpose of resolving all issues raised in the above docket.

I. PARTIES

2 The parties to this Agreement are Pullman Disposal Service, Inc. (“Pullman Disposal” or “Company”), and the Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, “the Parties”).

II. RECITALS

3 Pullman Disposal is a solid waste collection company regulated by the Washington Utilities and Transportation Commission (Commission). The Company serves approximately 5,000 residential and commercial garbage collection customers in Pullman, Washington. On May 30, 2012, Pullman Disposal notified the Commission that a billing error had resulted in overcharges to 23 of the Company’s accounts. The error occurred when an employee of the Company entered an incorrect recycling rate for multifamily

customers with eight-yard containers during the Company's recent conversion to new billing software.

4 As a result of the data entry error, Pullman Disposal charged the affected customers double the correct rate for a period of ten months. The revenue generated by the overcharges totaled approximately \$2,297 per month.

5 Staff conducted an investigation of the overcharges, and subsequently the Commission issued a penalty assessment against Pullman Disposal in the amount of \$2,300. Pullman Disposal requested mitigation of the penalty on the basis that the billing error had been self-reported in a timely manner, and the Company further reported that it had credited all of the incorrectly billed amounts to its customers.

6 The Parties entered into a settlement discussion. During the course of the Parties' discussion, Staff was able to verify that the credits had been made.

7 The Parties reached an agreement in principle and informed the Commission of their settlement on September 28th, 2012. The settlement is memorialized in this Agreement.

III. AGREEMENT

8 The Parties have reached agreement on the issues raised in the above docket and present their agreement for the Commission's consideration and approval. The Parties therefore adopt the following Agreement, which the Parties enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding.

9 Pullman Disposal admits that it violated WAC 480-70-236(1) by charging 23 customers twice the proper rate for approximately ten months.

10 The Parties agree that Pullman Disposal will pay to the Commission penalties of
\$1,150.

11 Pullman Disposal commits to instituting internal practices immediately to double
check its data entry of rates.

IV. GENERAL PROVISIONS

12 The Parties agree that this Agreement is in the public interest. The Parties further
agree that this Agreement reflects the settlement of all contested issues between them in this
proceeding. The Parties understand that this Agreement—including the admissions
contained herein—is not binding unless and until accepted by the Commission. If the
Commission does not accept this Agreement, including all of its terms and conditions
without change, then the Parties shall be free to assert their pre-settlement positions and
agree that neither this Agreement nor any statements or admissions contained herein shall be
admissible or used for any purpose in this docket or any other proceeding for any purpose.

13 The Parties agree to cooperate in submitting this Agreement promptly to the
Commission for acceptance. The Parties agree to support adoption of this Agreement in
proceedings before the Commission. No party to this Agreement or its agents, employees,
consultants, or attorneys will engage in advocacy contrary to the Commission's adoption of
this Agreement.

14 The Parties agree (1) to provide each other the right to review in advance of
publication any and all announcements or news releases that the other party intends to make
about the Agreement (with the right of review to include a reasonable opportunity to request
changes to the text of such announcements) and (2) to include in any news release or

announcement a statement that the Staff's recommendation to approve the settlement is not binding on the Commission itself.

15 Nothing in this Agreement shall limit or bar any other entity from pursuing legal remedies against Pullman Disposal or Pullman Disposal's ability to assert defenses to such claims.

16 The Parties have entered into this Agreement to avoid further expense, inconvenience, uncertainty, and delay. The Parties recognize that this Agreement represents a compromise of the Parties' positions. As such, conduct, statements, and documents disclosed during negotiations of this Agreement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Agreement or any Commission order fully adopting those terms. This Agreement shall not be construed against either party because it was a drafter of this Agreement.

17 By executing this Agreement, no 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 Agreement, nor shall any Party be deemed to have agreed that any provision of this Agreement is appropriate for resolving issues in any other proceeding, except to the extent expressly set forth in the Agreement.

18 The Parties have negotiated this Agreement as an integrated document to be effective upon execution. This Agreement supersedes all prior oral and written agreements on issues addressed herein. Accordingly, the Parties recommend that the Commission adopt this Agreement in its entirety.

19 The Parties may execute this Agreement in counterparts and as executed shall
constitute one agreement. A signed signature page sent by facsimile or email is as effective
as an original document.

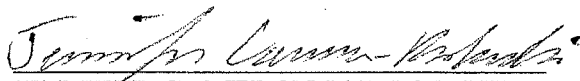
20 The Parties shall take all actions necessary as appropriate to carry out this
Agreement.

21 In the event that the Commission rejects all or any portion of this Agreement, or
accepts the settlement upon conditions not proposed in this Agreement, each party reserves
the right to withdraw from this Agreement by written notice to the other party and the
Commission. Written notice must be served within 10 business days of the Order rejecting
part or all of this Agreement or imposing conditions not proposed in this Agreement. In
such event, neither party will be bound or prejudiced by the terms of this Agreement, and
the Parties agree to request the prompt reconvening of a prehearing conference and to
cooperate in developing a procedural schedule.

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION**

PULLMAN DISPOSAL SERVICE, INC.

ROBERT M. MCKENNA
Attorney General


JENNIFER CAMERON-RULKOWSKI
Assistant Attorney General
Counsel for the Washington Utilities and
Transportation Commission

DEVON L. FELSTED

President

Dated: October 10th, 2012.

Dated: _____, 2012.

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**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION**

PULLMAN DISPOSAL SERVICE, INC.

ROBERT M. MCKENNA
Attorney General

JENNIFER CAMERON-RULKOWSKI
Assistant Attorney General
Counsel for the Washington Utilities and
Transportation Commission

Dated: _____, 2012.


DEVON L. FELSTED

President

Dated: October 10th, 2012.