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1                    WASHINGTON REFUSE & RECYCLING ASSOCIATION by  
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P R O C E E D I N G S

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1           JUDGE CAILLE: We're here for the first  
2 prehearing conference in Docket No. TG-050239, which  
3 concerns the Application of DB Hauling for authority to  
4 transfer all rights under Certificate No. G-128 in the  
5 name of Haney Truck Line to DB Hauling, LLC, and there  
6 is an attachment to the Application, which is a joint  
7 application. The Attachment B is a joint application  
8 by DB Hauling and Haney Truck Line for a transfer of  
9 certificate.

10           My name is Karen Caille, and I'm the  
11 presiding administrative law judge for this proceeding.  
12 Today is May the 10th, 2005, and we are convened in the  
13 hearing room at the Commission's offices in Olympia,  
14 Washington.

15           I would like to start this afternoon by  
16 taking appearances from all of the parties. I will ask  
17 you to state your name. Please spell your last name  
18 for the court reporter. State who you represent, your  
19 street address and mailing address, telephone number,  
20 fax number, and if you have one, an e-mail address, and  
21 if we could begin with you, Mr. Burke.

22           MR. BURKE: Donald Burke, B-u-r-k-e. My  
23 business is at 610 North 20th Avenue, Yakima,  
24 Washington, 98902. The phone number is (509) 969-9137.  
25 I have no fax number at the moment, and my e-mail is

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1 donoburke@msn.com.

2 JUDGE CAILLE: Mr. Burke, was that  
3 d-o-n-o-b-u-r-k-e?

4 MR. BURKE: Yes, it was.

5 JUDGE CAILLE: Thank you. Mr. Moorer for  
6 Haney?

7 MR. MOORER: Before we go any further, you  
8 had said that we were talking about the transfer of  
9 G-128. It's actually G-198.

10 JUDGE CAILLE: Thank you. I would like to  
11 correct the record that the certificate that is the  
12 subject of this transfer is G-198.

13 MR. MOORER: My name is Bruce Moorer,  
14 M-o-o-r-e-r. I'm the treasurer of Haney Truck Line,  
15 Inc. My office is in Yakima, Washington. My mailing  
16 address is PO Box 29, Yakima, Washington, 98907. My  
17 phone number direct line is (509) 853-2568. My fax  
18 number is (509) 575-1772. My e-mail address is  
19 brucem@qtsinc.com, so that's six letters,.com.

20 JUDGE CAILLE: Thank you very much, and for  
21 Commission staff?

22 MS. WATSON: Good afternoon. My name is Lisa  
23 Watson, W-a-t-s-o-n. I'm an assistant attorney general  
24 appearing on behalf of Commission staff. My address is  
25 PO Box 40128, Olympia, Washington, 98504-0128. My

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1 telephone number is (360) 664-1186; fax number, (360)  
2 586-5522, and my e-mail address is lwatson@wutc.wa.gov.

3 JUDGE CAILLE: Thank you. For Yakima Waste  
4 Systems?

5 MR. HAFFNER: Thank you, Your Honor. Greg  
6 Haffner, H-a-f-f-n-e-r, for Yakima Waste Systems. My  
7 address is PO Box 140, Kent, Washington, 98035-0140.  
8 My phone number is (253) 852-2345. My fax number is  
9 (253) 852-2030. My e-mail address is  
10 gwh@curranmendoza.com.

11 JUDGE CAILLE: Thank you, and Mr. Sells?

12 MR. SELLS: If Your Honor please, James  
13 Sells, attorney appearing on behalf of Protestant  
14 Washington Refuse and Recycling Association. My  
15 address is 9657 Levin Road Northwest, Suite 240,  
16 Silverdale, Washington, 98383; telephone, (360)  
17 307-8860, fax; (360) 307-8865; e-mail,  
18 jimsells@rsulaw.com.

19 JUDGE CAILLE: Thank you. Is there anyone  
20 else here to make an appearance today? Okay. Then let  
21 the record reflect there are no other appearances.

22 I would note that the Commission did receive  
23 timely protests from Washington Refuse and Recycling  
24 Association and from the Yakima Waste Systems,  
25 Incorporated. I would also note that on May the 4th,

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1 the Commission received copies of two contracts, one  
2 between DB Hauling and Tree Top, and a second between  
3 DB Hauling and Del Monte Foods, and I would propose  
4 that the Application be amended to include those two  
5 contracts. Is there any objection from anyone?

6 MS. WATSON: No objection, Your Honor.

7 MR. SELLS: Excuse me, Your Honor. I have  
8 not received copies of those contracts. I don't know  
9 if Mr. Haffner has or not.

10 MR. HAFFNER: Nor have I, Your Honor.

11 JUDGE CAILLE: Should we take just a brief  
12 break and get copies made for them?

13 MS. WATSON: Sure.

14 JUDGE CAILLE: Let's go off the record for  
15 just five minutes or so.

16 (Recess.)

17 JUDGE CAILLE: The Protestants have been  
18 given a copy of the contracts that were filed with the  
19 Commission on May the 4th, and I'm prepared to allow  
20 those as amendments to the Application. Are there any  
21 comments from the Protestants?

22 MR. SELLS: If I may, Your Honor, I apologize  
23 if I'm a little bit unclear because I'm just reading  
24 this thing as I'm talking here, but glancing at these  
25 two contracts kind of casually, it appears to me that

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1 they are contracts for common carriage. If you will  
2 notice, they are the same, apparently, but again, I  
3 have not read the whole thing.

4 If you look at Paragraph 4, for example,  
5 Paragraph 2, they are for the shipment of goods. The  
6 shipment of goods is not the collection and/or  
7 transportation of garbage. They are two entirely  
8 different things; one, of course, being regulated by  
9 this commission and one not being regulated by this  
10 commission.

11 What that means at this point I'm not really  
12 sure, but the contracts that are apparently the basis  
13 of the contract permit are not for the collection  
14 and/or transportation of solid waste, and that concerns  
15 me at this point.

16 MR. MOORER: Judge, if you would turn the  
17 page of the contracts, the contract references a rate  
18 sheet attached, and on the rate sheet, it specifically  
19 identifies the goods under contract, which includes  
20 waste.

21 JUDGE CAILLE: I see that. Mr. Sells, do you  
22 see that?

23 MR. SELLS: Yes, Your Honor. I've seen both  
24 of those pages, but that doesn't do anything about my  
25 concern about the difference between the transportation

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1 of commodities, goods, and the transportation of solid  
2 waste. Just because we have a price sheet for solid  
3 waste, it does not mean that this turns this into a  
4 contract for the transportation of solid waste.

5 JUDGE CAILLE: Perhaps since we have both the  
6 parties here, we can amend this contract so it reads...

7 MS. WATSON: I don't know that we do have all  
8 the parties to the contract because this is a contract  
9 between the shipper and --

10 JUDGE CAILLE: That's right. We don't have  
11 the shippers.

12 MR. MOORER: This is Mr. Moorer.

13 JUDGE CAILLE: Yes?

14 MR. MOORER: The contract specifically refers  
15 to attached rates made --

16 JUDGE CAILLE: Could you just reference me to  
17 where it says that, Mr. Moorer?

18 MR. MOORER: In Part 3 of the contract, it  
19 specifically states in the first sentence, "...services  
20 according to the existing schedule of rates, copies of  
21 which are attached hereto and made a part hereof, and  
22 any supplements, reissues, and changes..."

23 JUDGE CAILLE: Yes, thank you. So that takes  
24 care of the rates.

25 Mr. Sells, could you reference me to where



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1 you were? "And to such goods," is that what you are  
2 talking about?

3 MR. SELLS: If you look at the opening  
4 paragraph -- I'm quoting the second full one down --  
5 "Shipper desires to utilize the services of carrier for  
6 the transportation of goods."

7 Then again down in Paragraph 2, "During the  
8 term of this agreement, shipper may employ the services  
9 of the carrier from time to time for the transportation  
10 of goods." Same in Paragraph 4.

11 MR. MOORER: The first paragraph refers  
12 specifically, and it says, "...according to the  
13 specific terms of Permit No. G-198. Whereas, shipper  
14 desires to utilize the services of carrier for the  
15 transportation of goods falling within the scope of  
16 carrier's operating authority," so while Mr. Sells may  
17 have made a legal note on the use of the term, there  
18 should not be any confusion as to the intent of the  
19 contract as it specifically identifies the permit and  
20 those items falling within the scope of the carrier's  
21 operating authority.

22 JUDGE CAILLE: Anything further?

23 MR. HAFFNER: Your Honor, I believe part of  
24 the Application includes a CC permit that has been  
25 given to the Applicant, so again, the contract isn't

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1 clear that it is limited to items that are able to be  
2 transported under the G permit. It just says the  
3 operator's authority, which would also include the CC  
4 permit, which actually makes sense because when you  
5 look at the rate sheet, there are a variety of  
6 commodities listed on the rate sheet.

7 MR. MOORER: Your Honor, the hearing and the  
8 docket concerns waste, and again, and I didn't hear the  
9 person identify themselves so I don't know who made  
10 that comment, but currently, we are not having a  
11 hearing regarding the Applicant's CC permit, which is  
12 identified on the application.

13 JUDGE CAILLE: Okay. I think that also for  
14 the benefit of the gentlemen that are on the bridge  
15 line we should perhaps identify ourselves for them as  
16 well, and the person who spoke to the CC permit is  
17 Mr. Haffner.

18 I'm prepared to rule if everyone has made  
19 their arguments.

20 MR. SELLS: I haven't actually offered a  
21 motion, Your Honor. I was pointing this out for the  
22 benefit of Your Honor, and I was prepared to offer a  
23 motion to dismiss the whole thing until we got these  
24 contracts because the contracts should have been  
25 included in the Application itself and were not, but

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1 I'm not offering any motion concerning the contracts.

2 I'm just pointing that out for Your Honor.

3 JUDGE CAILLE: How about you, Mr. Haffner?

4 Are you offering a motion?

5 MR. HAFFNER: Your Honor, I was going to join  
6 in Mr. Sells' motion to dismiss for lack of a contract  
7 as required by the Application. I guess one of the  
8 things I don't have, again, because these have been  
9 submitted so late, one of the requirements of the  
10 Application is that the contract be attached which  
11 contains all the elements of WAC 480-70-146. I haven't  
12 had time to review this contract to know whether it  
13 complies with that WAC.

14 So unless we want to take a break and compare  
15 that and see, I think there would probably be some  
16 analysis to that and a possible motion to dismiss after  
17 we've had an opportunity to do so.

18 JUDGE CAILLE: How about if we do this: We  
19 will just proceed. I will say that I have reviewed the  
20 contract against that WAC that you are referring to,  
21 and the only thing that I found missing was five days  
22 notice to the WUTC, and there is a 30-day notice  
23 provision in there. The five-day notice can easily be  
24 incorporated into any order requirements that need  
25 additional requirements, just like we always make sure

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1 that the carrier has insurance before giving them a  
2 permit.

3           Maybe the best way to do this would be to  
4 take about a 15-minute recess and let you study that  
5 against the WAC. I happen to have the WAC right here.  
6 Would you like to do that?

7           MR. HAFFNER: That would be fine, Your Honor.

8           MR. SELLS: That would be fine.

9           JUDGE CAILLE: We are recessed for 15  
10 minutes.

11           (Recess.)

12           JUDGE CAILLE: Mr. Haffner?

13           MR. HAFFNER: Thank you, Your Honor. I think  
14 at this point, we have had a chance to review the  
15 contract and compare it to the WAC. I don't believe  
16 that it is in compliance with the WAC, but I'm not  
17 prepared today to move for dismissal of the case for  
18 not having complied with the application information.

19           So I think at this point, I'm ready to  
20 proceed with the prehearing conference and go on to  
21 some of the other issues. Some of this could probably  
22 be fixed, and I don't think it's probably the proper  
23 time to bring it up now.

24           JUDGE CAILLE: All right. Anything from you,  
25 Mr. Sells?

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1 MR. SELLS: No, Your Honor.

2 JUDGE CAILLE: So I take it that there are  
3 not any preliminary or substantive motions to be made  
4 at this time.

5 MR. HAFFNER: None from Yakima Waste, Your  
6 Honor.

7 MR. SELLS: I have none, Your Honor.

8 JUDGE CAILLE: I'm assuming this is not the  
9 type of case that we would need to invoke the discovery  
10 rule; that anything that is needed the parties can  
11 pretty much informally get from one another. Would  
12 that be correct?

13 MR. SELLS: It's funny you should mention  
14 that. We were just discussing that, and I was  
15 reiterating my distaste of the discovery rule because I  
16 think it's a waste of a lot of time and money. I would  
17 certainly hope that we can proceed, and if there is  
18 anything we feel we need, I'll call up Mr. Moorer and  
19 ask him and vice versa.

20 JUDGE CAILLE: Let me hear from you, also,  
21 Mr. Haffner. Are you in accord with that?

22 MR. HAFFNER: If what you are asking is do  
23 you want to put into the prehearing order that the  
24 parties are not going to have a discovery schedule and  
25 aren't going to have formal discovery, I'm not in favor

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1 of that only because I would like it if there is a  
2 problem with informal requests for information that we  
3 have an ability to submit data requests and actually  
4 have that formally documented before we bring a motion  
5 to you for some sort of help in getting cooperation in  
6 disclosing information.

7 JUDGE CAILLE: You know, the only case that  
8 I'm familiar with where we've had discovery in a  
9 transportation case is the ferry case that you are  
10 before me on.

11 MR. HAFFNER: The medical waste case?

12 JUDGE CAILLE: Yes, and that is a little  
13 different. Although, I was pretty much prepared to go  
14 ahead without the discovery in that as well. You know,  
15 I really believe that this is a very simple case and  
16 the parties should be able to exchange information on  
17 an informal basis, and if you run into problems, if you  
18 will call me, I can probably be available on short  
19 notice to have a telephone conference and try to work  
20 things out or make a ruling, and the same probably is  
21 true of a protective order. I would not think there  
22 would need to be a protective order in this matter; is  
23 that correct?

24 MR. HAFFNER: I have no problem with that,  
25 Your Honor.

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1 MR. SELLS: Sounds fine to me, Your Honor.

2 JUDGE CAILLE: Mr. Moorer and Mr. Burke, just  
3 so you know -- it looks like we have a fax coming our  
4 way. It looks like I just got a fax here, and we'll  
5 take a break in a few minutes to make copies of that,  
6 but just to keep you in the loop, what I'm going  
7 through are things that we generally discuss at a  
8 prehearing conference hearing, and generally, the  
9 discovery rule and the protective order are invoked.  
10 The discovery rule is invoked in more complex cases  
11 such as rate cases or matters of first impression, and  
12 then a protective order generally goes along with  
13 things that need to be kept confidential.

14 So now we were at the point where we would be  
15 discussing issues, and I guess my question is we have  
16 two parties, DB Hauling and Haney Truck Line, and they  
17 have agreed to transfer authority, and the authority  
18 that they are transferring is the same authority that  
19 Haney had, and my understanding is that Mr. Burke has  
20 been operating for Haney and driving this route. So I  
21 guess, other than the issue of whether DB Hauling is  
22 fit, willing, and able to perform the contracts, are  
23 there any other issues in this proceeding?

24 MR. HAFFNER: Well, we will probably be  
25 looking at whether dormancy is an issue and whether the

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1 activity that's been reported by the transfer is  
2 accurate. That will probably be subject to some sort  
3 of scrutiny and challenge. We certainly don't want to  
4 allow a permit to be transferred that we think has been  
5 abandoned. It looks like there has been some activity  
6 reported to the UTC, but we want to look into that.

7 JUDGE CAILLE: So dormancy, and was there  
8 something else you said in connection with that, the  
9 activity?

10 MR. HAFFNER: Those two things being the same  
11 thing. We also are going to want to look at the nature  
12 of the goods being transported, whether they are solid  
13 waste or common carrier type items.

14 MR. MOORER: Judge, by way of Mr. Haffner's  
15 last statement, could the record show that Mr. Haffner  
16 referred to "waste" as goods being transported?

17 MR. SELLS: It should also show I kicked him  
18 under the table when he did that.

19 JUDGE CAILLE: Is there anything else? Does  
20 anyone wish to comment on issues at this time?

21 MR. SELLS: I do, if I may, Your Honor.  
22 WRRRA's interest is generally more global, maybe, than  
23 this specific company's that may or may not be  
24 affected, but administrative fitness I think is an  
25 issue, and I always hesitate to use that word "fitness"



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1 because it seems to imply to the layperson that they  
2 are not fit to do something, and that's not the case,  
3 and I'm casting no aspersions on Mr. Burke at all by  
4 saying that, but I think in the transfer of an  
5 authority such as this that has been operated by one of  
6 the larger trucking companies in the country to a sole  
7 operator, at the very least, I think the Commission has  
8 to take a look at that and see what the plans are.  
9 It's a much different situation to drive a truck for  
10 Haney than it is to own that truck and drive that truck  
11 for oneself, so I think one way or the other, either  
12 through informal discovery or discussion, we have to  
13 look at that.

14           The other thing, of course, is the fact that  
15 this G permit is a G permit. It's a valuable piece of  
16 property. We are concerned any time we see one being  
17 transferred and we don't know what remuneration is  
18 going back and forth, what's being paid for it. That's  
19 of concern to all G permit holders, and if DB Hauling  
20 becomes a G permit holder, that will be of concern to  
21 him, and thirdly, even though it may be a contract  
22 permit, it has to be remunerative, and we will have to  
23 look at that as well.

24           JUDGE CAILLE: Would you speak just a little  
25 bit more to that last point you made, Mr. Sells?

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1           MR. SELLS: As I understand it, the holder of  
2 a G permit has to charge rates, whether they are via  
3 contract or anything else, which are remunerative, that  
4 allow that company to stay in business, and that the  
5 fear being, of course, that the solid waste side of a  
6 business may be supporting a nonsolid waste side or  
7 vice versa, for that matter. It's certainly not as big  
8 a deal in a contract case as it is for a G certificate,  
9 but I think it's a part of it.

10           JUDGE CAILLE: Thank you. Mr. Moorer?

11           MR. MOORER: In Mr. Sells' complaint, he  
12 mentions the issue of bill of sale, and he just gave an  
13 explanation as to why he believed the compensation  
14 and/or remuneration should disclose and as a reason for  
15 not granting transfer of a permit.

16           However, he did not state a specific legal  
17 argument that I heard, and I would suggest that that  
18 item be struck from those issues being presented at the  
19 hearing.

20           JUDGE CAILLE: Mr. Sells, were you by your  
21 argument or by your comment meaning to raise an issue  
22 of the amount of the sale or the transfer, because I  
23 don't believe that is part of it.

24           MR. SELLS: I wasn't making an argument. I  
25 was making some comments. I think it's important for

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1 the Commission to know not just that this permit is  
2 being transferred but what is the consideration of the  
3 transfer. I don't know that. It may not become an  
4 argument at all once I find out.

5 MR. MOORER: Judge, that argument then  
6 shouldn't be part of the protest.

7 JUDGE CAILLE: Mr. Moorner, are you saying  
8 that that issue about the consideration that was  
9 exchanged for the transfer should not be part of the  
10 process; is that what you are saying?

11 MR. MOORER: That is what I'm saying.

12 JUDGE CAILLE: But I did see that in one of  
13 the Protestant's...

14 MR. MOORER: It was an issue, and in the  
15 protest, I might also point out that it was not listed  
16 as a requirement of law for the transfer of the permit.

17 JUDGE CAILLE: I believe you are correct, but  
18 I'm going to just verify that with the attorney general  
19 here.

20 MS. WATSON: I don't think that having the  
21 information about the actual sales price, that sort of  
22 thing, is required. What the Commission needs to know  
23 is whether there is a bill of sale with an intent to  
24 transfer, whether it's a valid transfer, and obviously,  
25 they can't transfer a G permit without permission from

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1 the Commission.

2           And just to throw Staff's two cents into this  
3 discussion, we will admit it's the fit, willing, and  
4 able to serve prong that's the most prominent issue in  
5 this case. That's where most of our focus will be.  
6 The Protestants bring up the issue of dormancy and  
7 abandonment, and if that's something that they can  
8 show, then that would be an issue. I don't know that  
9 they can. I'm not making any comments on that at this  
10 point.

11           We do have a little bit of concern when the  
12 Protestants start talking about the nature of the goods  
13 being transported. What we would like to make certain  
14 is that we are not litigating whether this service is  
15 required by the public necessity, because that was  
16 litigated when the permit was originally issued, I  
17 believe, in 1991. So we just want to make certain that  
18 we are focusing on the issue at hand, which is the  
19 transfer of a permit.

20           MR. SELLS: That's absolutely correct, Your  
21 Honor. I think what the Protestants are indicating  
22 there is that we are not absolutely certain that a  
23 G Permit is required for all the items that are being  
24 transferred here, and it probably isn't, and having  
25 said that, it's probably going to benefit the Applicant

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1 at some point if we bring that up, but we just want to  
2 be clear on that.

3 As far as the issue of the compensation for  
4 the permit, I guess if I ask that question in hearings  
5 and he objects, then we will find out if it's proper.

6 JUDGE CAILLE: That's fine. The next thing I  
7 would like to discuss is a hearing, and I actually was  
8 not thinking that we would need prefiled testimony in  
9 this kind of case. So pretty much I just need to know  
10 when the Applicant and the Protestants will be ready to  
11 hold a hearing. Did you have some date in mind?

12 MR. MOORER: Depending on any evidence and/or  
13 witnesses that the Protestants would expect to have  
14 participate at that hearing, barring qualifying that,  
15 we would be prepared to have a hearing any time in the  
16 next couple of weeks.

17 JUDGE CAILLE: Mr. Moorner, we are not  
18 laughing at you. It's just that things don't happen  
19 that quickly here, and also, I am aware that Staff  
20 isn't available for the rest of the month and I am gone  
21 for a week this month as well.

22 I think what we need to do is go off the  
23 record, and we will discuss how we put together a  
24 schedule, what we look at in order to prepare a  
25 hearing. Let's go off the record for a few minutes.

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1 (Recess.)

2 JUDGE CAILLE: We've had an off-record  
3 discussion trying to set a date as quickly as possible  
4 for this hearing, and we have succeeded in selecting  
5 July 29th in Yakima, and since we have so many  
6 witnesses, we are going to begin that hearing at eight  
7 in the morning and go until it's completed.

8 So with that said, I would encourage the  
9 parties during this discovery process, if they find  
10 there is a way to settle this matter or reach some  
11 accord to please do so or call upon the Commission to  
12 assist you with that. I will be entering a prehearing  
13 conference order which will state pretty much  
14 everything we discussed today that is relevant and set  
15 out the schedule.

16 Normally in cases like this, I do not have a  
17 prehearing conference prior to the hearing. I will  
18 just tell you that you will need to bring copies of all  
19 your exhibits, three copies of all your exhibits that  
20 you intend to put into the record, and I will also put  
21 that into the prehearing conference order.

22 MS. WATSON: Could we request that we have a  
23 date set that we are supposed to provide a witness list  
24 and exhibit list?

25 JUDGE CAILLE: That's a good idea.

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1 MS. WATSON: Maybe about a week before?

2 JUDGE CAILLE: Yes. Would that work? So on  
3 the 22nd, would you be able to submit an exhibit list  
4 and a witness list?

5 MR. HAFFNER: Yes.

6 JUDGE CAILLE: I'll add that to the order as  
7 well.

8 I'll remind everybody if we are going to need  
9 any documents that you might file with the Commission,  
10 and this is not the exhibits. I only need three copies  
11 of the exhibits, but anything that is a motion or a  
12 pleading, we will need seven copies for internal  
13 distribution, and please remember that all filings must  
14 be made with the Commission's secretary by mail or by  
15 delivery, and I will put the address in the prehearing  
16 conference order.

17 I will refer you to WAC 480-07-140, 145, and  
18 150 that cover communicating with the Commission and  
19 filing and service of documents. I think that covers  
20 everything. Is there anything from any of the parties?

21 MR. HAFFNER: One thing, Your Honor. Just to  
22 clarify, in the Application under Section 3, it says  
23 that -- the question is, Is this an application under a  
24 contract, and the Applicant said no. Obviously, it is  
25 a yes, and the docket correctly said it was a contract

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1 application, but there was also the question of whether  
2 they would be adopting or filing -- they've now  
3 supplied us with contracts with price sheets. I just  
4 want to clarify. These are the price sheets that this  
5 application is going to be seeking to provide, and  
6 there is not some existing contract that they are  
7 adopting; is that correct?

8 JUDGE CAILLE: Can you respond to that  
9 Mr. Moorner or Mr. Burke?

10 MR. MOORER: That's correct.

11 MR. HAFFNER: One other question, was there  
12 ever a contract on file with Haney and the Commission?

13 MR. MOORER: Yes.

14 MR. HAFFNER: Thank you.

15 JUDGE CAILLE: Anything further? Thank you  
16 for coming, and this meeting is adjourned.

17 (Prehearing conference concluded at 2:54 p.m.)

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