



Rob McKenna

# ATTORNEY GENERAL OF WASHINGTON

Utilities and Transportation Division

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July 14, 2005

Carole J. Washburn, Secretary  
Washington Utilities and Transportation Commission  
1300 S. Evergreen Park Dr. SW  
P. O. Box 47250  
Olympia, Washington 98504-7250

RECEIVED  
05 JUL 14 PM 9:40  
UTILITY DIVISION  
ATTORNEY GENERAL  
OF WASHINGTON

Re: *Application of D B Hauling, LLC, to transfer authority from Haney Truck Line, Inc.*  
Docket No. TG-050239

Dear Ms. Washburn:

Enclosed for filing in the above-referenced docket are the original and 13 copies of the Settlement Agreement the Parties executed to resolve the contested issues, and a Certificate of Service. The agreement terms are fairly simple; therefore, the Parties do not intend to file a separate explanatory narrative, unless requested by the Commission.

Very truly yours,

LISA WATSON GAFKEN  
Assistant Attorney General

LW:tmw  
Enclosures  
cc: Parties



BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of

D B HAULING, LLC

Application to Transfer Authority from  
Haney Truck Line, Inc.

DOCKET NO. TG-050239

SETTLEMENT AGREEMENT

**I. PARTIES**

1.1 This Settlement Agreement is entered into by Haney Truck Line, Inc. (Haney); DB Hauling, LLC; Yakima Waste Systems, Inc.; Washington Refuse and Recycling Association (WRRRA); and Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, the "Parties") regarding the matters at issue in this proceeding.

**II. BACKGROUND**

2.1 On January 18, 2005, DB Hauling and Haney filed a joint application to transfer the solid waste certificate held by Haney to DB Hauling. The certificate at issue is Certificate No. G-198, which authorizes Haney to transport cannery waste in Yakima County under contract with Del Monte Corporation and Tree Top, Inc. Notice of the application was achieved through the Commission's Application Docket dated February 28, 2005.

2.2 Yakima Waste and WRRRA timely filed protests to the application, and the matter was set for a prehearing conference, which was held on May 10, 2005, before Administrative Law Judge Karen Caillé.

### **III. AGREEMENT TERMS**

3.1 The Parties agree that Haney and DB Hauling will amend their application to transfer a portion, rather than all, of Haney's certificate to DB Hauling.

3.2 The Parties agree that Haney will transfer its authority to transport solid waste consisting of cannery waste in Yakima County under contract with the Del Monte Corporation and Tree Top, Inc., to DB Hauling with the following restrictions:

3.3 The contract with Del Monte Corporation for solid waste collection service shall be limited to cannery waste that cannot otherwise be recycled or reused, consisting of wet food by-products and processing material containing wet food by-products, from points in the cities of Yakima and Toppenish.

3.4 The contract with Tree Top, Inc., for solid waste collection service shall be limited to: (i) cannery waste that cannot otherwise be recycled or reused, consisting of wet food by-products and processing material containing wet food by-products, from all points in Yakima County; and (ii) cannery waste that cannot

otherwise be recycled or reused, consisting of dry refuse, from points in the city of Selah.

3.5 The Parties agree that Haney will surrender for cancellation that part of Certificate G-198 that is not transferred in Paragraphs 3.2 through 3.4 above.

3.6 The Parties agree that the restrictions in Paragraphs 3.2 through 3.4 above will not prevent DB Hauling from transporting cannery waste in the State of Washington that is recyclable or reusable under its common carrier authority, Permit No. CC-61591.

#### **IV. GENERAL TERMS**

4.1 The Parties agree that this Settlement Agreement fully resolves the contested issues between them in this proceeding. The Parties understand that the Agreement Terms contained in Paragraphs 3.1 through 3.6 are not binding on the Commission unless the Commission adopts them.

4.2 The Parties have entered into this Agreement voluntarily to lessen the expense, inconvenience, and uncertainty, and delay of litigation.

4.3 The Parties agree to cooperate in submitting this Agreement promptly to the Commission for adoption. The Parties agree to support adoption of this Agreement in proceedings before the Commission through testimony or briefing. 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.

4.4 The Parties recognize that this Agreement represents a compromise of the positions the Parties may otherwise assert in this proceeding. 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.

4.5 This Agreement shall not be construed against either party because it was a drafter of the Agreement.

4.6 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.

4.7 The Parties may execute this Agreement in counterparts and as executed shall constitute one agreement. Copies sent by facsimile are effective as original documents.


4.8 The Parties shall take all actions necessary and appropriate to carry out this Agreement.

4.9 In the event that the Commission rejects all or any portion of 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 days. In such event, neither party will be bound or prejudiced by

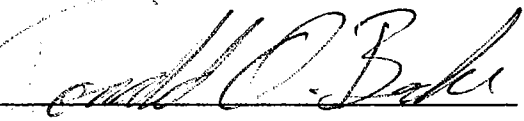
the terms of this Agreement, and either party shall be entitled to seek reconsideration of the Order rejecting all or part of the Agreement.

This SETTLEMENT AGREEMENT is entered into by each Party as of June 30, 2005.

**Haney Trucking, Inc.**

By   
Bruce Moorer

**DB Hauling, LLC**

By   
Don Burke

**Yakima Waste Systems, Inc.**

By \_\_\_\_\_  
Greg W. Haffner  
Curran Mendoza P.S.

**Washington Refuse and Recycling Association**

By \_\_\_\_\_  
James K. Sells  
Ryan Sells Uptegraft, Inc. P.S.

**Staff of the Washington Utilities and Transportation Commission**

By \_\_\_\_\_  
Rob McKenna  
Attorney General  
Lisa Watson Gafken  
Assistant Attorney General

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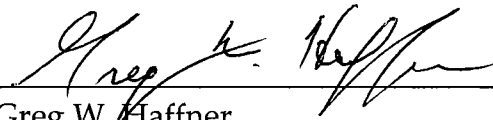
**DB Hauling, LLC**

By \_\_\_\_\_  
Bruce Moorer

By \_\_\_\_\_  
Don Burke

**Yakima Waste Systems, Inc.**

**Washington Refuse and Recycling Association**

By   
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Curran Mendoza P.S.

By \_\_\_\_\_  
James K. Sells  
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<b>Haney Trucking, Inc.</b> By _____	_____ Bruce
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Moorer

**DB Hauling, LLC** By

Don Burke

<b>Yakima Waste Systems, Inc.</b> By _____	_____ Greg
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W. Haffner Curran Mendoza P.S.

**Washington Refuse and**

**Recycling Association** By \_\_\_\_\_ James K. Sells

Ryan Sells Uptegraft, Inc. P.S.

<b>Staff of the Washington Utilities and Transportation Commission</b> By
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Rob McKenna Attorney General

Lisa Watson Gafken Assistant Attorney General



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**DB Hauling, LLC**

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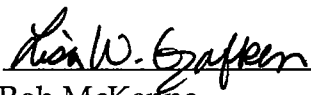
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**Washington Refuse and Recycling Association**

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**Staff of the Washington Utilities and Transportation Commission**

By   
Rob McKenna  
Attorney General  
Lisa Watson Gafken  
Assistant Attorney General

Docket No. TG-050239  
CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the persons and entities listed on the Service List below by depositing a copy of said document in the United States mail, addressed as shown on said Service List, with first class postage prepaid.

DATED at Olympia, Washington this 14<sup>th</sup> day of July, 2005.

  
\_\_\_\_\_  
TALIA M. WILSON

*For Yakima Waste Systems, Inc.:*

Greg Haffner  
Attorney at Law  
Curran Mendoza  
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E-mail: [gwh@curranlaw.com](mailto:gwh@curranlaw.com)

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*For WRRRA:*

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Ryan Sells Uptegraft and Decker  
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Phone: (360) 307-8860  
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*For DB Hauling:*

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