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BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION
IN THE MATTER OF:

WESTERN VILLAGE, LLC, D/B/A
WESTERN VILLAGE ESTATES,

Docket No. UE-051828

Complainant,

v.

PUGET SOUND ENERGY, INC.

Respondent.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Docket No. UE-051966

Complainant,

v.

PUGET SOUND ENERGY, INC.,

Respondent.

PREFILED REBUTTAL TESTIMONY OF
CHARLIE COWAN
ON BEHALF OF WESTERN VILLAGE LLC
AND MANUFACTURED HOUSING COMMUNITIES OF WASHINGTON
APRIL 19, 2006

PREFILED REBUTTAL TESTIMONY OF
CHARLIE COWAN - 1

OLSEN LAW FIRM PLLC
604 W. Meeker Street, Suite 101
Kent, Washington 98032
PH: 253. 813.8111
FAX: 253. 813. 8133

ORIGINAL

1 Q. Please state your name and address.

2 A. My name is Charlie Cowan and my address is 700 NW Crosby Avenue #187
3 Oak Harbor, Washington 98277.

4 Q. How are you familiar with the way in which a mobile home park is managed?

5 A. I have been the resident manager of Parkwood Manor Mobile Home Park, located
6 at 700 NW Crosby Avenue in Oak Harbor, Washington since October 2001.

7 Q. What personal involvement have you had with Puget Sound Energy or its
8 predecessor Puget Power (collectively "PSE") at Parkwood Manor?

9 A. In 2001-2002, I requested that PSE send out a Locator to locate their secondary
10 service lines, and PSE located their secondary service line so as to allow excavation to
11 repair water lines at Parkwood Manor. In 2005, I requested that PSE send out a Locator to
12 locate their secondary service lines so that a cable television line could be installed, and
13 PSE refused to do so.

14 Q. What Agreements does Parkwood Manor have with PSE regarding underground
15 electrical service lines?

16 A. Attached as Exhibit _____ (CC-1R) is a copy of two (2) Residential Underground
17 Agreements between Parkwood Manor and PSE. Among other things, each agreement
18 provides that PSE will install the service line and states:

19
20 **The underground electric distribution system and underground service lines**
21 **shall at all times be the property of the Company.**
22

23 Q. What right does PSE have to repair and maintain the underground electric
24 distribution system and underground service lines at Parkwood Manor?

25 A. PSE has an easement to repair and maintain its electrical systems and service lines
26 at Parkwood Manor.

PREFILED REBUTTAL TESTIMONY OF
CHARLIE COWAN - 2

OLSEN LAW FIRM PLLC
604 W. Meeker Street, Suite 101
Kent, Washington 98032
PH: 253.813.8111
FAX: 253.813.8133

1 Q. Is this the conclusion of your testimony?

2 A. Yes.

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**PREFILED REBUTTAL TESTIMONY OF
CHARLIE COWAN - 3**

OLSEN LAW FIRM PLLC
604 W. Meeker Street, Suite 101
Kent, Washington 98032
PH: 253.813.8111
FAX: 253.813.8133

RESIDENTIAL UNDERGROUND AGREEMENT NO. _____

This Agreement made this 30th day of April, 1973
by and between PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation
(the "Company" herein), and Stanley E. Nye, Beverly C. Nye, his wife;
Ralph Kingma, Beverly J. Kingma, his wife; LeRoy Bodin, Margaret E. Bodin,
his wife; Jack Van Dam, Marge Van Dam, his wife; and Island Savings and
Loan Association (the "Developer" herein).

RECITAL

A. The Developer is the owner of a tract of land (the "tract" herein)
to be developed as Parkwood Manor Mobile Home Court located in Section 34,
Township 33N, Range 1, E. W.M. of Island County, Washington, consisting of 28
spaces described in Exhibit A attached hereto and hereby made a part hereof.

B. The Developer warrants that he plans and has scheduled the installation
of community improvements throughout the Tract, consisting of a domestic water
supply, surfaced streets and sanitary and storm sewer facilities or equivalent
improvements and underground utility systems and will complete the installation
of such facilities within a period of time reasonably consistent with the
residential development of the Tract.

C. The Developer has requested the Company to furnish and install
throughout the Tract, and the Company is willing to so furnish and install,
an underground electric distribution system including service lines.

EXHIBIT _____
CC-1R

AGREEMENTS

1. The Company shall furnish and install throughout the Tract, in accordance with its standard specifications: an underground electric distribution system and underground service lines from the service connections of structures within the Tract to the nearest transformer or handhole. Said underground Distribution system shall be designed to furnish electric service to 28 spaces:

Spaces 13 through 40, inclusive

as indicated on the map attached hereto as Exhibit "A" and hereby made a part hereof.

The underground electric distribution system and underground service lines shall at all times be the property of the Company.

2. In consideration of the Company's installation of the underground electric distribution system, the Developer shall pay to the Company in the manner provided in Paragraph 3 hereof, and in accordance with the Company's filed Tariff Schedule 68, an amount calculated at the rate of Thirty Dollars (\$30.00) per space plus One Dollar (\$1.00) per foot of total street frontage of all spaces within the Tract measured at the property line of each space. An additional sum of Forty Dollars (\$40.00) shall be paid by the Developer to the Company for each service line not exceeding seventy (70) feet in length measuring from the service connection of the residence to the nearest transformer or handhole. An additional amount shall be paid by the Developer to reimburse the Company for the cost of extending its overhead facilities to the perimeter

of the Tract, said amount to be computed in accordance with the Company's filed
Tariff Schedule 67. From the foregoing, the amount payable by the Developer shall
be:

A. UNDERGROUND PRIMARY DISTRIBUTION SYSTEM:

Per Space -- 56.89 Feet

Underground System	\$ _____	
Extension of Company's		
facilities to perimeter		
of Tract (if applicable)	\$ _____	
TOTAL	<u>\$2,520.00</u>	Cost Per Space <u>\$26.89</u>

B. SERVICE LINES

60 Spaces	<u>\$1,160.00</u>	Cost Per Space <u>\$40.00</u>
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C. TOTAL PAYABLE

(A plus B)	<u>\$3,680.00</u>	Cost Per Space <u>\$126.89</u>
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3. The Developer shall pay the above amount in cash at the time of
execution of this Agreement.

4. The Developer shall furnish to the Company detailed drawings and plans
of the Tract. Prices stated herein are subject to revision if such drawings and
plans differ from Exhibit A of this Agreement. The Company may postpone
performance of its obligations hereunder until it has received such drawings
and plans in a form satisfactory to it, and until final agreement between the
parties as to any such price revision.

The Developer agrees to compensate the Company for additional costs
resulting from changes in the design of the Tract or modifications of the
underground electrical distribution system at the request of the Developer,
once construction of the underground system has commenced.

5. The Developer shall furnish the Company, at no cost to the Company, a separate easement together with permits and rights as required by the Company to construct, maintain, operate and use said systems for the distribution and sale of electricity to the public generally, in a form or forms satisfactory to the Company. If the Developer fails to do so, he shall indemnify and hold the Company harmless from and against any and all claims, liabilities and costs resulting directly or indirectly from any such failures. The Company may postpone performance of its obligations hereunder until it has been furnished with such easements, permits and rights.

6. The Developer shall be responsible for establishing and maintaining space line markers, for coordinating the installation of all improvements within the Tract and shall give the Company reasonable prior notice as to when the electric underground distribution system may be installed with a minimum of interference from the installation of other improvements within the Tract. The Company shall not be required to install the electric underground distribution system until it is satisfied that the area in which said system is to be installed has been established to grade and that obstructions, piles of dirt, lumber, etc., have been removed.

The Developer will furnish the Company with adequate prior notice of any existing or proposed improvements which may be affected by the Company's operating and will indemnify and hold the Company harmless from and against any and all claims, liabilities and costs resulting directly or indirectly from damage to such improvements or from damage to the Company's facilities when such notice has not been given. The Company will use reasonable diligence in meeting its obligations hereunder, but shall not be liable for any delay, injury to persons, or damages to property resulting from circumstances beyond its control. If construction of this underground system has not commenced within six months of the date of execution of this agreement by reason of circumstances not within the reasonable control of the Company or its agents, the Company shall have the right to declare this agreement void, subject to renegotiation.

7. This Agreement is subject to the general tariff rules and regulations of the Company, and to such changes or modifications as the Utilities and Transportation Commission of the State of Washington, may, from time to time, direct.

8. This Agreement is binding on the successors and assigns of the parties.

EXECUTED as of the date first above written.

PUGET SOUND POWER & LIGHT COMPANY

APPROVED:

By *P. J. Rosser*
Division Sales Manager

DEVELOPERS:

Stanley E. Nye
Stanley E. Nye

Beverly C. Nye
Beverly C. Nye, his wife

Ralph Kingma
Ralph Kingma

Beverly J. Kingma
Beverly J. Kingma, his wife

LeRoy Bodin
LeRoy Bodin

Margaret E. Bodin
Margaret E. Bodin, his wife

Jack Van Dam

Marge Van Dam, his wife

Stuart M. Walker
Island Savings and Loan Association

RESIDENTIAL UNDERGROUND AGREEMENT NO. N-9-72 MP

THIS AGREEMENT made this 1st day of July, 19 74
by and between PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation
(the "Company" herein), and Stanley E. Nye, Gary Givens, Ralph Kingma,
and Leroy Bodin, (the "Developer" herein).

R E C I T A L

A. The Developer is the owner of a tract of land (the "Tract" herein)
to be developed as PARKWOOD MANOR MOBILE HOME PARK located in Section 34,
Township 33, Range IENM of Island County, Washington, consisting of 36
spaces described in Exhibit A attached hereto and hereby made a part
hereof.

B. The Developer warrants that he plans and has scheduled the
installation of community improvements throughout the Tract, consisting of
a domestic water supply, surfaced streets and sanitary and storm sewer
facilities or equivalent improvements and underground utility systems and
will complete the installation of such facilities within a period of time
reasonably consistent with the residential development of the Tract.

C. The Developer has requested the Company to furnish and install
throughout the Tract, and the Company is willing to so furnish and install,
an underground electric distribution system including service lines.

AGREEMENTS

1. The Company shall furnish and install throughout the Tract, in accordance with its standard specifications; an underground electric distribution system and underground service lines from the service connection of structures within the Tract to the nearest transformer or handhole. Said underground distribution system shall be designed to furnish electric service to 36 spaces:

Spaces 41 through 76, inclusive

as indicated on the map attached hereto as Exhibit "A" and hereby made a part hereof.

The underground electric distribution system and underground service lines shall at all times be the property of the Company.

2. In consideration of the Company's installation of the underground electric distribution system the Developer shall pay to the Company in the manner provided in Paragraph 3 hereof, and in accordance with the Company's filed Tariff Schedule 85, an amount calculated at the rate of Two and 75/100 Dollars (\$2.75) per centerline foot of roadway or right-of-way along which distribution lines are to be laid. An additional sum of Twenty Dollars (\$20.00) shall be paid by the Developer to the Company for each service line. The Company shall provide at the Developer's expense all secondary service line trenching and backfilling. From the foregoing, the amount payable by the Developer shall be:

A. UNDERGROUND DISTRIBUTION SYSTEM

Total Centerline Feet:	1,000 Ft.	
Underground System	\$2,750.00	
Extension of Company's facilities to perimeter of Tract (if applicable)	-0-	
Total	<u>\$2,750.00</u>	Cost per lot <u>\$ 76.38</u>

B. Plus Service Connections	\$ 720.00	
Trenching & backfilling (Services)	1,075.00	
Total Payable (A plus B)	<u>\$4,545.00</u>	Cost per lot <u>\$126.25</u>

3. The Developer shall pay the above amount in cash at the time of execution of this agreement.

4. The Developer shall furnish to the Company detailed drawings and plans of the Tract. Prices stated herein are subject to revision if such drawings and plans differ from Exhibit A of this Agreement. The Company may postpone performance of its obligations hereunder until it has received such drawings and plans in a form satisfactory to it, and until final agreement between the parties as to any such price revision.

The Developer agrees to compensate the Company for additional costs resulting from changes in the design of the Tract or modifications of the underground electrical distribution system at the request of the Developer, once construction of the underground system has commenced.

5. The Developer shall furnish the Company, at no cost to the Company, a separate easement together with permits and rights as required by the Company to construct, maintain, operate, and use said systems for the distribution and sale of electricity to the public generally, in a form or forms satisfactory to the Company. If the Developer fails to do so, he shall indemnify and hold the Company harmless from and against any and all claims, liabilities, and costs resulting directly or indirectly from any such failures. The Company may postpone performance of its obligations hereunder until it has been furnished with such easements, permits, and rights.

6. The Developer shall be responsible for establishing and maintaining space line markers, for coordinating the installation of all improvements within the Tract and shall give the Company reasonable prior notice as to when the electric underground distribution system may be installed with a minimum of interference from the installation of other improvements within the Tract. The Company shall not be required to install the electric underground distribution system until it is satisfied that the area in which said system is to be installed has been established to grade and that obstructions, piles of dirt, lumber, etc., have been removed.

The Developer will furnish the Company with adequate prior notice of any existing or proposed improvements which may be affected by the Company's operating and will indemnify and hold the Company harmless from and against any and all claims, liabilities and costs resulting directly or indirectly from damage to such improvements or from damage to the Company's facilities when such notice has not been given. The Company will use reasonable diligence in meeting its obligations hereunder, but shall not be liable for any delay, injury to persons, or damages to property resulting from circumstances beyond its control. If construction of this underground system has not commenced within six months of the date of execution of this agreement by reason of circumstances not within the reasonable control of the Company or its agents, the Company shall have the right to declare this agreement void, subject to renegotiation.

7. This Agreement is subject to the general tariff rules and regulations of the Company, and to such changes or modifications as the Utilities and Transportation Commission of the State of Washington, may, from time to time, direct.

8. This Agreement is binding on the successors and assigns of the parties.

EXECUTED as of the date first above written.

PUGET SOUND POWER & LIGHT COMPANY

APPROVED:

By *J. Rossen*
Division Sales Manager

DEVELOPERS:

Stanley E. Nye
Stanley E. Nye

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Margaret E. Bodin, his wife

Jack Van Dam

Marge Van Dam, his wife
Stephen M. Walde
Island Springs and Loan Association