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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
LEROY BODIN
ON BEHALF OF WESTERN VILLAGE LLC
AND MANUFACTURED HOUSING COMMUNITIES OF WASHINGTON
APRIL 19, 2006

PREFILED REBUTTAL TESTIMONY OF
LEROY BODIN - 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 Leroy Bodin and my address is 1153 Old Polnell Road, Oak
3 Harbor, Washington 98277.

4 Q. How are you familiar with the way in which a mobile home park was
5 developed in the late 1960s and early 1970s.

6 A. In the late 1960s and early 1970s, I purchased, developed, and managed
7 Parkwood Manor, 700 NW Crosby Avenue, Oak Harbor, Washington. I owned
8 Parkwood Manor until three or four years ago.

9 In the late 1960s and early 1970s, I helped build Western Village located at
10 225 NE Ernst Street, Space 4, Oak Harbor, Washington

11 Q. What personal involvement did you have with Puget Sound Energy or its
12 predecessor Puget Power (collectively "PSE") in the development of these mobile
13 home parks?

14 A. I oversaw PSE's installation of service lines at Western Village and Parkwood
15 Lane.

16 Q. What Agreements did you make with PSE regarding underground electrical
17 service lines?

18 A. Attached as Exhibit ___ (LB-1R) is a copy of three (3) Residential
19 Underground Agreements between Parkwood Manor and PSE which were executed
20 in 1973, 1974, and 1976. Among other things, each agreement provides that PSE
21 will install the service line and states:

22

23 **The underground electric distribution system and underground service lines**

24 **shall at all times be the property of the Company.**

25

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PREFILED REBUTTAL TESTIMONY OF
LEROY BODIN - 2

OLSEN LAW FIRM PLLC

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

1 Q. Did you cause the trenching to be done for PSE's service lines at Parkwood
2 Manor?

3 A. Yes, we provided utility trenching as part of the original construction of the
4 mobile home park, and then invited each of the utilities to install their service line
5 in the same trenching.

6 Q. What right did PSE have to own the underground electric distribution system
7 and underground service lines at each mobile home park?

8 A. PSE obtained an easement against each mobile home park.

9 Q. Did PSE repair and maintain the underground electrical distribution system
10 and underground service lines at Parkwood Manor at all times that you owned
11 Parkwood Manor?

12 A. Yes.

13 Q. If you would have been required to install the electrical distribution system
14 and service line at Parkwood Manor and Western Village, would you have done it
15 differently than PSE?

16 A. Yes, as a licensed electrical contractor, I was required to use approved
17 material and installation procedures that PSE was not required to follow. In my
18 experience, the approved material and installation procedures that I was required to
19 follow is superior in quality to the material and installation procedures which PSE
20 followed.

21 Q. Is this the conclusion of your testimony?

22 A. Yes.

23 //

24 //

25 //

26 //

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 LB-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
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 1EWM 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 *P. Rossen*
Division Sales Manager

DEVELOPEES:

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
Stephen M. Wald
Island Springs and Loan Association

RESIDENTIAL UNDERGROUND AGREEMENT NO. N-25-72 MP

This Agreement made this 23 day of August, 19 76
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 "Owner" herein).

RECITALS

A. The Owner owns a tract of land (the "Tract" herein) to be developed as a residential subdivision known as Parkwood Manor Mobile Home Park Phase 6, located in Section 34, Township 33 Range 1 E.W.M. of Island County, Washington, consisting of 56 lots described in Exhibit A attached hereto and hereby made a part hereof.

B. The Owner 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, exclusive of Service Lines, and a street lighting system.

AGREEMENTS

1. The Company shall furnish and install throughout the Tract, in accordance with its standard specifications, an underground electric distribution system exclusive of underground Service Lines. Said underground distribution system shall be designed to furnish electric service to the following

56 lots: Lots 127 through 149
Lots 150 through 174
Lots 175 through 178
Lots 195 through 198

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

The Company shall also furnish and install, in accordance with its standard specifications, -0- street lighting standards substantially at the locations shown on Exhibit B, complete with wiring, suitable for the attachment of appropriate street lighting fixtures upon the negotiation and acceptance of a standard contract for providing street lighting within the Tract.

The underground electric distribution system and the street lighting system 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 Owner shall pay to the Company in cash at the time of execution of this Agreement, an amount calculated in accordance with the Company's Tariff Schedule 85 filed with the Washington Utilities and Transportation Commission which presently provides a rate of \$ 2.00* per centerline foot of roadway or right-of-way along which distribution lines are to be laid. An additional amount shall be paid by the Owner for street lighting standards in accordance with the Company's customary charges for the type of standards ordered. An additional amount computed in accordance with the Company's Tariff Schedule 85 filed with the Washington Utilities and Transportation Commission shall be paid by the Owner to reimburse the Company for the cost of extending its overhead or underground facilities to the perimeter of the Tract, if such extension is necessary. From the foregoing, the amount to be paid by the Owner is:

* Using mini-pad transformers

A. UNDERGROUND DISTRIBUTION SYSTEM USING MINI-PAD TRANSFORMERS			
Total Centerline Feet:	1840		
Underground System	\$ 3,680.00		
Extension of Company's facilities to perimeter of Tract (if applicable)	\$ -0-		
Sub Total	\$ 3,680.00	Cost per Lot \$	_____
B. Less allowance for customer provided trench and backfill	\$ 1,687.20		
Sub total	\$ 1,992.80		
B. STREET LIGHTING SYSTEM			
Lighting Standards:			
Number	-0-		
Type	-0-	Unit Cost \$	-0-
Cost of Standards	\$ -0-	Cost per Lot \$	-0-
C. Service Lines	\$ 1,120.00		
D. TOTAL PAYABLE (A plus B)	\$ 3,112.80	Cost per Lot \$	55.59

3. Following the completion of the underground electric distribution system and upon the application of the Owner or his successor, the Company will furnish and install an underground Service Line from the service connection of any residence within the Tract to the nearest transformer or handhole upon the terms of its applicable tariffs in effect at such time.

The Owner hereby agrees and covenants to give written notice to all builders and other purchasers of lots within the Tract of the foregoing conditions for obtaining permanent electric service, by including in any real estate contract, earnest money agreement, purchase and sale agreement or other instrument relating to the sale of any such lot the following language:

"Conditions for obtaining permanent electric service: The cost of installing the underground electric Service Line from the service connection of any residence within the subdivision to the nearest transformer or handhole is the responsibility of each lot owner. Upon the application of the lot owner, the Company will install such Service Line upon the terms of its applicable tariffs in effect at that time."

4. The Owner shall furnish to the Company detailed drawings and plans of the Tract, including all filed plats as soon as they are prepared. Prices stated herein are subject to revision if such drawings and plans differ from Exhibit B or 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 Owner agrees to compensate the Company for additional costs resulting from changes in the design of the plat or modifications of the underground electrical distribution system at the request of the Owner, once construction of the underground system has commenced.

5. The Owner shall record with the plat of the Tract a restrictive covenant substantially as follows:

"All permanent electric utility systems shall be underground exclusively."

In addition, the Owner shall cause an easement substantially as follows to be shown on the face of the plat:

"An easement is hereby reserved for and granted to PUGET SOUND POWER & LIGHT COMPANY and
GENERAL

TELEPHONE COMPANY and their respective successors and assigns under and upon the exterior seven (7) feet parallel and adjacent to the street frontage of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables, and wires with necessary facilities and other equipment for the purpose of serving the sub-division and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purpose stated."

The Owner shall, in addition to the above, furnish the Company, at no cost to the Company, any and all other operating rights including rights-of-way, easements and permits 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 Owner fails so to do, 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 Owner shall be responsible for establishing and maintaining property 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 it is to be installed has been established to grade and that obstructions, piles of dirt, lumber, etc., have been removed. The Owner will furnish the Company with adequate prior notice of any existing or proposed improvements which may be affected by the Company's operations 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 or injury or damages to persons or 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 cancel this Agreement by refunding to the Owner the money paid hereunder.

7. The rights and obligations of the parties hereunder are subject to the Company's applicable schedules and tariffs on file with the Washington Utilities and Transportation Commission, as they may be amended from time to time, and to any changes or modifications which the Washington Utilities and Transportation Commission may 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

By *P. Rosser*

OWNER

By *Stanley E. Nye*
STANLEY E. NYE

By *Gary Greens*
GARY GREENS

By *Ralph Kingma*
RALPH KINGMA

Approved:

By *Leroy Bodin*
LERoy BODIN