

**EXHIBIT NO. ___(LFL-3)
DOCKET NO. UE-141335
WITNESS: LYNN F. LOGEN**

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition of:

**King County, Washington; BNSF Railway;
Frontier Communications Northwest, Inc.;
Verizon Wireless; and New Cingular Wireless
PCS, LLC.**

Docket No. UE-141335

For a Declaratory Order

**SECOND EXHIBIT (NONCONFIDENTIAL) TO THE
PREFILED DIRECT TESTIMONY OF
LYNN F. LOGEN
ON BEHALF OF PUGET SOUND ENERGY, INC.**

NOVEMBER 19, 2014

AGREEMENT RELATING TO
EXTENSION OF ELECTRICAL SERVICE

AGREEMENT made this 23 day of SEPTEMBER, 1971
by and between PUGET SOUND POWER & LIGHT COMPANY ("Puget") and
GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. ("General Tel.").

RECITALS

A. General Tel. owns and operates a microwave station
("Microwave Station") on Maloney Ridge and located in Section 36,
Township 26 North, Range 11 East, W.M., in King County, Washington.

B. Puget is a public service corporation engaged in
the business of distributing electrical energy in the vicinity of
General Tel.'s Microwave Station.

C. General Tel. has requested Puget to extend single
phase electric service to the Microwave Station, and Puget is
willing to extend such service under the following terms and con-
ditions.

AGREEMENTS

The parties hereto agree as follows:

1. Installation. Puget will furnish and install a
single phase primary electrical distribution system ("Distribution

System") from Puget's Existing Facilities (presently terminating at Pole No. 15, approximately seven miles from the Microwave Station) along Foss River Road to Maloney Lookout Road and along Maloney Lookout Road to a transformer located at the Microwave Station. Puget will use its best efforts to complete the Distribution System during the construction months of the summer of 1971. The Distribution System shall be constructed underground in areas where it is located on property belonging to the United States of America.

2. Rights of Way. Installation of the Distribution System is contingent upon the ability of Puget to acquire necessary rights of way along Foss River Road and Maloney Lookout Road between Puget's Existing Facilities and the transformer at the Microwave Station site, and General Tel. will cooperate with Puget in securing all necessary rights of way for the Distribution System. If the rights of way secured are revocable or in any other way less than perpetual, Puget reserves the right to terminate service to the Microwave Station upon the termination and nonrenewal of any necessary right of way. If Puget is terminating service, it shall remove the Distribution System and General Tel. shall pay all Puget's actual costs incurred in such removal. The cost of all renewals of such rights of way shall be borne by General Tel.

3. Maintenance. The Distribution System from the primary metering point (to be located along the Distribution System approximately 3,500 feet from Puget's Existing Facilities) to the transformer

at the Microwave Station site shall be maintained only by Puget or a contractor selected by it and the actual cost of such maintenance shall be borne by General Tel. and shall be invoiced by Puget to General Tel. Maintenance as used herein shall include the furnishing of all necessary manpower, materials, and equipment to keep the Distribution System in operating condition.

4. Excuse of Performance and Excusable Delay. Puget shall be excused from performing any of its obligations hereunder to the extent that such performance is prohibited by causes beyond the control of Puget including, without limitation, acts of God, adverse weather, and lack of necessary rights of way, and to the extent that any cause beyond the control of Puget, including without limitation the foregoing, delays performance by Puget of any of its obligations hereunder, Puget shall have no liability to General Tel. for such delay and General Tel. hereby waives the right to make any claim for delay against Puget occasioned by such causes.

5. Payment for Installation. General Tel. shall pay all Puget's actual costs incurred in constructing the Distribution System from Puget's Existing Facilities to the transformer at the Microwave site. These costs include without limitation costs of engineering, surveying, and acquiring rights of way, and also include the costs of labor, supervision, materials, equipment, and overhead expense. Upon completion of the installation of the Distribution System, Puget will invoice the actual costs of the installation to General Tel. If performance by Puget is prohibited by any cause beyond

Puget's control as set out in paragraph 4, General Tel. shall pay Puget's costs incurred up to the time further performance by Puget is prohibited.

6. Right to Serve Additional Customers. Puget reserves the right to serve customers in addition to General Tel. from the Distribution System and may provide such service without refunding to General Tel. any portion of the original cost of installation paid by General Tel. (*See addendum following page 6*)

7. Metering. General Tel.'s use of primary power shall be metered at the primary metering point to be located along the Distribution System approximately 3,500 feet from Puget's Existing Facilities and General Tel. shall therefore be responsible for the use of all power lost in transmission between the primary metering point and the Microwave Station site.

If Puget serves additional customers from the Distribution System beyond General Tel.'s primary metering point, those customers' use of power shall be primary metered at the points along the Distribution System at which their service is taken. General Tel. shall pay for the difference between the quantity of electricity used as indicated by the meter at the primary metering point and the sum of the quantities of electricity used as indicated by the primary meter(s) of any additional customers.

8. Payment for Electrical Power. General Tel. shall pay for electric power furnished through the Distribution System at the rates set out in Puget's rate Schedule 30, Tariff I, as it may be amended, on file with the Washington Utilities and Transportation Commission provided, however, that the minimum annual charges for said electrical power shall be \$1,300 and in case of any increase in the rate of personal property taxes of the State of Washington levied against the property of Puget including the Distribution System, the minimum annual charge shall be increased proportionately. If Puget serves additional customers from the Distribution System beyond the primary metering point, Puget may bill General Tel. on an estimated basis for the difference between the quantity of electricity used as indicated by the meter at the primary metering point and the sum of the estimated quantities of electricity used by the additional customers. Such billings shall be adjusted when weather and seasonal conditions permit the reading of the meters of the additional customers.

9. Ownership of the Distribution System. The Distribution System shall be and remain the sole and exclusive property of Puget.

10. Termination by General Tel. If General Tel. requests the discontinuance of electric service of the Microwave Station, Puget shall have the option to remove the Distribution System or any part thereof within a reasonable time following the effective date of such discontinuance of service. In the event that Puget

elects to remove all or part of the distribution system, General Tel. shall pay all Puget's actual costs incurred in such removal.

11. Miscellaneous. This Agreement and the parties' rights and obligations hereunder shall be construed and interpreted in all respects in accordance with the laws of the State of Washington and this Agreement shall be binding on the parties' successors and assigns.

EXECUTED as of the day and year first above written.

PUGET SOUND POWER & LIGHT COMPANY

By *[Signature]*
Title Vice President

GENERAL TELEPHONE COMPANY OF
THE NORTHWEST, INC.

By *[Signature]*
Title Its Vice President-Operations Staff

ADDENDUM TO:
AGREEMENT RELATING TO
EXTENSION OF ELECTRICAL SERVICE

This Addendum is hereby made a part of said Agreement and cancels paragraph number 6 and replaces said paragraph with the following:

6. Right To Serve Additional Customers. Puget reserves the right to serve customers in addition to General Tel. from the Distribution System. Puget will arrange with potential customers a reasonable and equitable construction cost to be reimbursed to General Tel. for the cost incurred for the original line extension covered by this Agreement with the exception of the Forest Service which will be permitted one service connection from this Distribution System with no reimbursement to General Tel. This service will be located approximately 600 feet southeast of General Tel.'s Microwave Station. Reimbursements under this agreement will be limited to period not exceeding five (5) years after date the system is energized.

PUGET SOUND POWER & LIGHT COMPANY

By *J. L. Ellis*

Title Vice President

Date September 23, 1971

GENERAL TELEPHONE COMPANY OF THE
NORTHWEST, INC.

By *Roger P. Valle*

Title Its Vice President - Operations Staff

Date September 23, 1971