EXHIBIT NO. ___(LFL-4) 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

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

NOVEMBER 19, 2014

This Agreement, dated as of this 20 day of later 199 4, by and between the parties signing below ("Customer'" or "Customers") and PUGET SOUND POWER & LIGHT COMPANY, a Washington Corporation ("Puget").

RECITALS

- A. Puget is a public service company engaged in the sale and distribution of electricity.
- B. Pursuant to the economic feasibility provisions (paragraph 13) of its Electric Tariff G, Schedule 85, Puget constructed a single phase primary voltage electrical distribution system ("System") to serve the area known as Maloney Ridge ("Maloney Ridge") located in Section 36, Township 26 North, Range 11 East, W.M., in King County, Washington. The System extends from the primary metering point which is approximately 3,500 feet from Pole No. 15, along Foss River Road to Maloney Lookout Road to Maloney Ridge.
- C. The System was originally constructed under an agreement dated September 23, 1971 ("Prior Agreement") between Puget and the General Telephone Company of the Northwest, Inc. ("GTE") to serve a GTE microwave station. Subsequent agreements dated April 21, 1994 with GTE and dated June 2, 1994 with King County were also signed. All these agreements shall be known as "Prior Agreements".
- D. Pursuant to the Prior Agreements, Puget may connect additional customers to the System.
- E. Puget wishes to establish the terms and conditions under which additional customers will be connected to the System.

- 1. Scope of Agreement. This Agreement governs the operation of the System and the recovery of the costs associated therewith. Electrical service provided by Puget to Customers shall be governed by the terms and provisions of Puget's Electric Tariff G.
- 2. Ownership of System. The System shall at all times remain the sole and exclusive property of Puget.
- 3. Repair and Maintenance of System. Puget shall be responsible for repairing and maintaining the System, including the furnishing of all necessary labor, materials, and equipment to keep the System in good operating condition.

4. Operating Costs. As authorized by the economic feasibility provisions (paragraph 13) of Schedule 85 of Puget's Electric Tariff G, the Customers agree that all operating costs in connection with the System will be shared among the Customers. The share paid shall be determined as shown by the following examples:

For the first customer beyond the primary metering point, that customer's share shall be equal to the operating costs incurred on the portion of the line starting at the primary metering point up to that customers point of delivery (the "First Portion") divided by the number of customers being served by the First Portion of the line (all customers would share in the first portion of the line).

The second customer beyond the primary metering point will share equally in the operating costs of the First Portion of line as described above, plus share equally in the operating costs from the first customers point of delivery to the second customers point of delivery (the "Second Portion") divided by the number of customers being served by the Second Portion of the line.

The final customer on the line would share equally in the operating costs of all portions of the line divided by the number of customers being served by each portion of the line.

- 5. Payment of Operating Costs. During January of each year, Puget shall determine the operating costs incurred during the preceding calendar year. Puget shall invoice each Customer an amount equal to such share of operating costs as determined in paragraph 4 above, as of the preceding December 31. Amounts so invoiced by Puget shall be due and payable within thirty (30) days of Customers' receipt of the invoice. A customer no longer receiving electrical service from Puget though the System may, upon thirty (30) days notice to Puget, terminate its participation under this Agreement and any further obligation with respect to payment of operating costs; provided, however, that if such Customer reconnects to the System and becomes a party to this Agreement within one (1) year thereafter, such Customer shall pay its share of operating costs as if such Customer had remained a party to this Agreement.
- 6. Default. The parties agree that payment of operating costs to Puget is authorized by Schedule 85, paragraph 13 of Puget's Electric Tariff G. Upon failure of any Customer to pay to Puget amounts billed in accordance with Section 5 above, Puget may pursue any of the remedies available to it under the General Rules and Provision (Schedule 80) of its Electric Tariff G and the regulations for failure by customers to pay for electrical service including, but not limited to, disconnection of electrical service.

- 7. Addition of New Customers. Additional residents within Maloney Ridge may become parties to this Agreement and thereafter be served from the System. A prospective new customer shall provide Puget a properly notarized letter indicating its desire to become a party to this agreement and indicating its willingness to abide by the terms and conditions of this Agreement. Such letter shall thereupon be attached to this Agreement and such party shall become a Customer under this Agreement. Such new customer shall pay a share of operating costs as determined in paragraphs 4 and 5 above, irrespective of the date electric service is initiated. Each customer receiving service from the System shall become a party to this agreement as a condition of receiving electrical service.
- 8. Removal of System. The parties expressly acknowledge that the operating rights for the System are not perpetual. If the rights of way are revocable or in any other way less than perpetual, Puget reserves the right to terminate service to Maloney Ridge upon the termination and nonrenewal of any necessary right. If Puget terminates service, it shall remove the System. Each Customer shall pay an equal share of Puget's actual costs incurred in such removal. Amounts so invoiced by Puget shall be due and payable within thirty (30) days of Customers' receipt of the invoice.
- 9. Metering for Electrical Service. Customers shall provide suitable facilities, according to Puget's standards and the General Rules and Provisions, (Schedule 80) of Puget's Electric Tariff G, installation of secondary voltage metering for the purpose of billing for electricity used. Puget shall install and read meters and, if necessary, may estimate readings during periods of adverse weather conditions.
- 10. Applicability of Other Provisions. This Agreement is subject to the General Rules and Provisions (Schedule 80) of Puget's Electric Tariff G and to Schedule 85 of such Tariff, as such Schedules may be revised from time to time upon approval of the Washington Utilities and Transportation Commission. Any conflict between this Agreement and Puget's Schedules 80 and 85 shall be resolved in favor of such tariff provisions.
- 11. Prior Agreement. Upon agreement of GTE and King County to this Agreement, the Prior Agreement and the Prior Agreements shall become null and void.

GTE Northwest, Inc.

Elsbeth H Edural

Name: Elizabeth A. Edwards

Its: Vice President

Date: 9/14/94

Puget Sound Power & Light Company

Name:

FORM APPROVED

Page 3 of 3

Date 4/13/44

This Agreement, dated as of this /2 day of $2 \le n \le 2$, 199 $\frac{1}{2}$, by and between the parties signing below ("Customer" or "Customers") and PUGET SOUND POWER & LIGHT COMPANY, a Washington Corporation ("Puget").

RECITALS

- A. Puget is a public service company engaged in the sale and distribution of electricity.
- B. Pursuant to the economic feasibility provisions (paragraph 13) of its Electric Tariff G, Schedule 85, Puget constructed a single phase primary voltage electrical distribution system ("System") to serve the area known as Maloney Ridge ("Maloney Ridge") located in Section 36, Township 26 North, Range 11 East, W.M., in King County, Washington. The System extends from the primary metering point which is approximately 3,500 feet from Pole No. 15, along Foss River Road to Maloney Lookout Road to Maloney Ridge.
- C. The System was originally constructed under an agreement dated September 23, 1971 ("Prior Agreement") between Puget and the General Telephone Company of the Northwest, Inc. ("GTE") to serve a GTE microwave station. Subsequent agreements dated April 21, 1994 with GTE and dated June 2, 1994 with King County were also signed. All these agreements shall be known as "Prior Agreements".
- D. Pursuant to the Prior Agreements, Puget may connect additional customers to the System.
- E. Puget wishes to establish the terms and conditions under which additional customers will be connected to the System.

- 1. Scope of Agreement. This Agreement governs the operation of the System and the recovery of the costs associated therewith. Electrical service provided by Puget to Customers shall be governed by the terms and provisions of Puget's Electric Tariff G.
- 2. Ownership of System. The System shall at all times remain the sole and exclusive property of Puget.
- 3. Repair and Maintenance of System. Puget shall be responsible for repairing and maintaining the System, including the furnishing of all necessary labor, materials, and equipment to keep the System in good operating condition.

4. Operating Costs. As authorized by the economic feasibility provisions (paragraph 13) of Schedule 85 of Puget's Electric Tariff G, the Customers agree that all operating costs in connection with the System will be shared among the Customers. The share paid shall be determined as shown by the following examples:

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- 5. Payment of Operating Costs. During January of each year, Puget shall determine the operating costs incurred during the preceding calendar year. Puget shall invoice each Customer an amount equal to such share of operating costs as determined in paragraph 4 above, as of the preceding December 31. Amounts so invoiced by Puget shall be due and payable within thirty (30) days of Customers' receipt of the invoice. A customer no longer receiving electrical service from Puget though the System may, upon thirty (30) days notice to Puget, terminate its participation under this Agreement and any further obligation with respect to payment of operating costs; provided, however, that if such Customer reconnects to the System and becomes a party to this Agreement within one (1) year thereafter, such Customer shall pay its share of operating costs as if such Customer had remained a party to this Agreement.
- 6. Default. The parties agree that payment of operating costs to Puget is authorized by Schedule 85, paragraph 13 of Puget's Electric Tariff G. Upon failure of any Customer to pay to Puget amounts billed in accordance with Section 5 above, Puget may pursue any of the remedies available to it under the General Rules and Provision (Schedule 80) of its Electric Tariff G and the regulations for failure by customers to pay for electrical service including, but not limited to, disconnection of electrical service.

- 7. Addition of New Customers. Additional residents within Maloney Ridge may become parties to this Agreement and thereafter be served from the System. A prospective new customer shall provide Puget a properly notarized letter indicating its desire to become a party to this agreement and indicating its willingness to abide by the terms and conditions of this Agreement. Such letter shall thereupon be attached to this Agreement and such party shall become a Customer under this Agreement. Such new customer shall pay a share of operating costs as determined in paragraphs 4 and 5 above, irrespective of the date electric service is initiated. Each customer receiving service from the System shall become a party to this agreement as a condition of receiving electrical service.
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- 10. Applicability of Other Provisions. This Agreement is subject to the General Rules and Provisions (Schedule 80) of Puget's Electric Tariff G and to Schedule 85 of such Tariff, as such Schedules may be revised from time to time upon approval of the Washington Utilities and Transportation Commission. Any conflict between this Agreement and Puget's Schedules 80 and 85 shall be resolved in favor of such tariff provisions.
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Burlington Northern Railroad

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Puget Sound Power & Light Company

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Name:

Its: <u></u>

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By: Nouna & Nolan	
Name: Danna R Nolan	
Its:	
Date: 3/22/95	

King County

Puget Sound Power &
Light Company

Name: Wayne H. Hopman

Its: General Manager - North King

Date: March 29, 1995

This Agreement, dated as of this day of ______, 199_5__, by and between the parties signing below ("Customer" or "customers") and PUGET SOUND POWER & LIGHT COMPANY, a Washington Corporation ("Puget").

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irrespective of the date electric service is initiated. Each customer receiving service from the System shall become a party to this agreement as a condition of receiving electrical service.

- 8. Termination of service. The parties expressly acknowledge that the operating rights for the System are not perpetual. Puget reserves the right to terminate service to Maloney Ridge upon the termination and non-renewal of any necessary right. Each Customer shall pay an equal share of Puget's actual costs incurred in such termination of service. Amounts so invoiced by Puget shall be due and payable within thirty (30) days of Customers' receipt of the invoice. If Puget is required to terminate service, Puget shall notify each Customer in advance of termination, but not later than 30 days from the time Puget is notified of said termination or non renewal. Puget shall allow the Customers the opportunity to obtain the required rights to operate the System.
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MALONEY RIDGE USERS ASSOCIATION	PUGET SOUND POWER LIGHT CO
By: Det Flave	By: Olynthetyman
Name DAUID R JONES	Name WAYNE H. HOPMAN
Its: President, Maliney Kidge Electric Hours Asserta	Name WAYNE H. HOPMAN Lits: GENERAL MANAGER NORTH KING DIVISION
Date: 06 June 1995	Date: