

BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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

Complainant,

v.

PUGET SOUND ENERGY, INC.

Respondent.

Docket No. UE-051828

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

PUGET SOUND ENERGY, INC.,

Respondent.

Docket No. UE-051966

SETTLEMENT AGREEMENT AND
SUPPORTING NARRATIVE

I. INTRODUCTION

1 This Settlement Agreement is entered into in order to compromise and settle all
issues in this proceeding. It is a "full settlement" pursuant to WAC 480-07-730(1).

2 In order to describe and understand the Settlement Agreement for this consolidated
proceeding, a significant amount of background information is required regarding various
components of the electrical distribution system that are at issue as well as PSE's existing
and proposed tariff provisions. Because of this, the parties to this proceeding are
submitting a single document that combines their Settlement Agreement with the supporting
documentation required under WAC 480-07-740(2)(a). The parties also offer to present

their witnesses to testify in support of this Settlement Agreement and to answer questions concerning the Settlement Agreement's details, and its costs and benefits, pursuant to WAC 480-07-740(2)(b).

II. PARTIES

3 This Settlement Agreement is entered into by: Puget Sound Energy, Inc. ("PSE" or "the Company"); the Staff of the Washington Utilities and Transportation Commission ("Staff"); the Public Counsel Section of the Attorney General's Office ("Public Counsel"); complainant Western Village Estates, LLC d/b/a Western Village Estates ("Western Village"); and intervenor Manufactured Housing Communities of Washington ("MHCW") (collectively referred to hereinafter as the "Parties"). In formal proceedings, such as this, Staff is an independent party. The three member panel of commissioners is not a party to this Stipulation. The Commissioners must review, consider and decide whether this Settlement Agreement should be adopted by the Commission.

III. BACKGROUND

4 On November 18, 2005, Western Village filed a formal complaint and petition for declaratory order against PSE (the "Complaint"). Western Village is a manufactured housing community¹ located in Oak Harbor, Washington. The Complaint alleged that PSE

¹ The Mobile Home Landlord Tenant Act, RCW 59.20.030, defines "manufactured home" separately from "mobile home." Generally, "mobile homes" have not been constructed since June 15, 1976, when new standards were introduced for construction of factory-built dwelling units. PSE's applicable tariff Schedule 85 uses the older term "mobile home park." For purposes of this proceeding and settlement agreement, the terms "manufactured housing community" and "mobile home park" are used interchangeably and are not meant to imply any legal or factual distinction between the two.

refuses to maintain or repair the electrical service facilities at Western Village, contrary to PSE's tariff. The Complaint was assigned Docket No. UE-051828.

5 On December 19, 2005, PSE filed its Answer to the Complaint. PSE stated that it was responsible for maintaining and repairing the electrical facilities at Western Village up to the point at which PSE's electric distribution system ended. PSE stated that its electric distribution system ended at the load (customer) side of the transformer or secondary handhole at which the secondary voltage service lines² to each manufactured home connect to PSE's electrical distribution system. PSE further stated that it was complying with its obligations to maintain and repair its electrical distribution system at Western Village. However, PSE denied that it had any responsibility to maintain or repair the service lines for each manufactured home beyond the secondary termination at the transformer or handhole.

6 A visual illustration of the distinction between PSE's underground distribution system and the service lines at Western Village was later provided by PSE in an exhibit to the Prefiled Response Testimony of Mr. Greg Zeller, Exhibit No. ___(GZ-6), a copy of which is provided as Exhibit A to this Settlement Agreement. The lot lines and streets are shown in black ink, PSE's electrical distribution system up to the point of delivery is shown in blue highlight (the hexagon shapes are handholes and the squares are transformers), and the service lines that are at issue in this case – for which PSE denied it has any responsibility – are shown in pink highlight. Additional illustrations of this distinction were provided in the Prefiled Direct Testimony of Mr. Greg Zeller, Exhibit No. ___(GZ-3), a copy of which is provided as Exhibit B to this Settlement Agreement.

² Per Schedule 80 of PSE's Electric Tariff G, the term "secondary" refers to "service or facilities constructed to operate at less than 600 volts."

7

PSE claimed that it had not had any responsibilities for installing, maintaining, repairing or replacing service lines at manufactured housing communities/mobile home parks since at least October 21, 1977, when revisions to Schedule 86 of PSE's Electric Tariff G became effective that provided:

UNDERGROUND SERVICE LINES TO MULTI-FAMILY RESIDENTIAL STRUCTURES, MOBILE HOME PARKS AND NON-RESIDENTIAL FACILITIES -- The Customer shall install, own and maintain all secondary underground service facilities beyond the secondary termination at the transformer or handhole.

PSE claimed that this limitation on Company responsibility for service lines has remained essentially unchanged since Commission approval in 1977, and is currently found in Schedule 85. Schedule 85 expanded in 2002 to include service line provisions that had been located until that time in Schedule 86. At that time, the revised Schedule 85 cancelled the prior Schedule 86.

8

PSE argued that Schedule 85 continued to treat service lines in most mobile home parks in the same manner as service lines to multi-family residential structures and non-residential facilities. It included within the definition of "Non-Residential"

Service to commercial, industrial or lighting (excluding street lighting circuitry) Customers, or to multi-family residential structures, mobile home parks, and recreational facilities.

Schedule 85, Sheet 85. PSE stated that a mobile or manufactured home is considered a Single-Family Residence under Schedule 85 only if it is located on a legal residential lot, is approved for occupancy as a permanent single family residence by the local governing agency or agencies, is permanently located on a foundation, has had the axles and wheels removed, and meets all other requirements for a manufactured or mobile home permit as required by the local governing agency or agencies. *Id.* PSE's Rate Schedule Interpretation, Schedule 85, Mobile Home Parks, RSI No. E-85-4, interprets these provisions such that service lines in a manufactured housing community/mobile home park are considered

residential if the lots are or will be individually owned by the individual owners of the manufactured/mobile homes. By contrast, service lines in a manufactured housing community/mobile home park are considered non-residential if the individual owners of the homes do not own the lots.

9

With respect to secondary voltage service line costs, Schedule 85 provides:

Non-Residential Secondary Voltage Services

(a) Underground Service

The Customer shall be responsible for ownership and operation of all underground services and for all costs for installation, maintenance and replacement thereof.

Schedule 85, Sheet 85-f, § 2. In addition, the Point of Delivery for underground service at secondary voltages to Non-Residential Customers – as defined in Schedule 85 -- is at "the load side of the transformer or secondary handhole if located on the private property being served." Schedule 85, Sheet 85-l, § 11(b).

10

PSE's Answer further stated that in the Company's experience, the "customer" responsibility for repairing service lines at manufactured housing communities/mobile home parks that is required by Schedule 85 is typically taken on by the manufactured housing community/mobile home park owner rather than the individual residents of a manufactured home that may have a service line failure. PSE argued that this is consistent with the Company's general understanding that, for mobile home parks or manufactured housing communities that rent spaces to residents, the park owner is agreeing to provide a functioning electric service hookup for the home up to the point at which the home connects to the hookup provided by the park owner. PSE also claimed that this was consistent with the fact that the initial "customer" with respect to new distribution facilities installed at manufactured housing communities/mobile home parks is the park owner. However, PSE noted that its current Schedule 85 could be read to place the "Customer" responsibility for maintenance and repair of existing service lines on the end-use customer who is currently

receiving electric service from the Company; in this case, the tenant resident of a manufactured home at Western Village.

11 Therefore, on December 19, 2005, in Docket No. UE-051966, PSE filed proposed revisions to its Tariff WN U-60, Electric Tariff G, Schedules 80 and 85, to clarify the responsibilities regarding the installation, ownership, maintenance and replacement of service lines to non-residential customers, including service lines to multi-family residential structures and service lines within manufactured housing communities and mobile home parks. PSE stated that it was filing the proposed revisions in order to explicitly make manufactured housing community/mobile home park owners – rather than their tenants – responsible for service lines at these communities/parks. PSE's tariff revisions extended as well to other multi-family residential configurations (such as apartment buildings, duplexes, triplexes, and the like).

12 PSE stated that it believes that owners of manufactured housing communities/mobile home parks and other multi-family configurations – rather than individual tenants – should be responsible for service line costs. Reasons for this belief include that the property owners appear to be in a better position to take measures to protect access to service lines over time, to undertake maintenance responsibilities for the property, and to locate and direct the work of electricians conducting such repairs. With respect to manufactured housing communities/mobile homes parks in particular, PSE stated that park owners control when and how the spaces are changed within the park; they control when and how the size of spaces are changed; and they control when and how homes are moved or configured within the park. Western Village and MHCW deny each of PSE's above assertions and allegations.

13 The Commission suspended the operation of the tariff revisions in Docket No. UE-051966 by Order entered January 11, 2006. The Commission then convened a prehearing conference in Docket Nos. UE-051828 and UE-051966 on February 9, 2006 before Administrative Law Judge Karen M. Caillé. At the conference, the Parties agreed to consolidate the two dockets. The Parties also acknowledged that Western Village had the burden of proof in the complaint proceeding, while PSE had the burden of proof with respect to its tariff revisions. In addition, permission was granted to MHCW to intervene in both dockets and permission was granted to Western Village to intervene in Docket No. UE-051966.

14 Western Village and PSE subsequently submitted prefiled direct testimony supporting their positions in the proceedings for which each had the burden of proof. They also submitted prefiled response testimony to each others prefiled direct testimony. The Parties engaged in discovery that was still ongoing at the time they agreed to settle this consolidated proceeding.

15 PSE's testimony set forth additional details regarding its position in the proceeding, as generally described above. Western Village's testimony denied that PSE's interpretation of its tariff was correct or, even if correct on its face, that such interpretation was fair, just or reasonable. Western Village testified that PSE had in fact repaired service lines at Western Village and another manufactured housing community/mobile home park in Oak Harbor, Washington since installation of the original service lines in the late 1960s and early 1970s, that PSE's interpretation of its tariff was new, that it was not fair for PSE to disclaim responsibility for service lines that it had originally installed, and that PSE could not transfer ownership or maintenance responsibilities to Western Village or other manufactured

housing community/mobile home park owners or their residents through a tariff revision even if that tariff revision had been approved by the Commission. Western Village testified that PSE continued to have the obligation to maintain and repair all service lines that it had installed at manufactured housing communities/mobile home parks up to the meter pedestal for each manufactured home.

16 On April 26, 2006, all Parties convened the settlement conference that was part of the Procedural Schedule for the consolidated dockets. At that time, the Parties agreed in principle to the terms of the settlement that is described herein. The Parties requested, and the Commission granted, a suspension of the Procedural Schedule to allow the Parties to finalize the terms of a settlement. This occurred prior to the submission of any testimony by Staff or Public Counsel. The Parties subsequently met to discuss and resolve final language for the Settlement Agreement and tariff revisions that are a part of the Settlement Agreement.

17 The Parties have reached agreement on all issues raised in this proceeding and now wish to present their agreement for the Commission's consideration. The Parties therefore adopt the following Settlement Agreement, which is entered into by the Parties voluntarily to resolve matters in dispute among them regarding these consolidated dockets in the interest of expediting the orderly disposition of this proceeding.

18 The Parties understand that this Settlement Agreement is subject to Commission approval, and hereby respectfully request that the Commission issue an order approving this Settlement Agreement.

IV. AGREEMENT

A. PSE's Tariff Revisions Generally

19 The Parties agree that the Commission should approve the revisions to PSE's Electric
Tariff G, Schedules 80 and 85, that are set forth in Exhibit C to this Settlement Agreement.

20 Generally, these revisions clarify that responsibility for underground secondary
voltage service lines at manufactured housing communities/mobile home parks and for
multi-family structures does not rest with PSE. Instead, with the exception of certain
existing service lines as described below, the owners of manufactured housing
communities/mobile home parks and multi-family structures own and are responsible for
underground service lines on their property, from installation to maintenance, repair and
replacement. With these revisions, it is clearly established that PSE's end-use electric
service customers at manufactured housing communities/mobile home parks or in multi-
family structures – the property owners' tenants – will not be responsible for the
underground service lines that serve their individual homes or multi-family dwelling units.
This Settlement Agreement does not affect the legal rights and obligations between
manufactured housing community/mobile home park owners or multi-family structure
owners (landlords) and their tenants.

21 It is important to note that the division of responsibilities set forth in the agreed tariff
revisions necessarily apply only to the limits of PSE's responsibilities for underground
service lines at mobile home parks and multi-family structures as against property owners
and/or PSE's end-use electric customers. This is because PSE's Electric Tariff G sets forth
the terms and conditions under which PSE will provide various services. This Settlement
Agreement and the agreed tariff revisions, if approved by the Commission, are intended to

end situations in which PSE receives conflicting instructions or arguments from property owners and their tenants as to whether the park owner or tenant must pay for or perform work on electric facilities.

22 This Settlement Agreement and the proposed tariff revisions are not intended to regulate or determine the manner in which property owners subsequently recover costs associated with service lines on their property. For example, the Parties understand that property owners may pass service line costs through to their tenants by spreading and recovering such costs as part of the tenants' rent payments. Alternatively, a rental agreement may permit a property owner to seek reimbursement from a specific tenant for a specific service line repair under certain circumstances. In mobile home parks and manufactured housing communities, the ultimate cost responsibility as between park and community owners and their tenants is determined by the applicable rental agreements and the Mobile Home Landlord Tenant Act, Chapter 59.20 RCW.

23 In order to carry out their responsibilities as to service lines for which they are responsible, property owners may hire their own electrician or they may request that PSE or its service providers perform work required for a service line on a "job order" basis; *provided that* relocations of existing service lines pursuant to paragraph 32 of this Settlement Agreement shall be performed by PSE or its service providers at PSE's direction. In addition, property owners may request that PSE or its service providers install an auto-transformer (if one is available) on a "job order" basis to temporarily restore service until the property owner completes repairs to a service line for which they are responsible. When PSE or its service providers perform work on a job order basis, the costs of such work are billed to and paid by the responsible person (in this case, the property owner).

24 If PSE or its service providers are requested to perform work on a job order basis by someone other than the property owner or manager (such as an end-use customer), they will first obtain the permission of the property owner or manager prior to performing the work.

25 For the avoidance of any doubt, the Parties agree that the meter pedestals and meter bases at mobile home parks are not owned by PSE and PSE has no responsibilities associated with such meter pedestals or meter bases. By contrast, the actual meter for each mobile home is owned and maintained by PSE (see Electric Tariff G, Schedule 80, Section 20 on Sheet 80-t).

B. Exceptions to Property Owners' Responsibility for Underground Service

Lines

26 The agreed tariff revisions set forth in Exhibit C to this Settlement Agreement carve out an exception to the general rule that property owners of mobile home parks, manufactured housing communities and multi-family structures are responsible for underground secondary voltage service lines on their property. For existing underground secondary voltage service lines installed prior to the date of this Settlement Agreement, PSE will have the responsibility for maintaining and repairing any and all underground service lines installed by PSE at mobile home parks, manufactured housing communities and multi-family structures, including replacing such service lines if necessary. However, PSE's obligation to perform any such work shall be conditioned on the property owner providing access to the service line and a clear working area on the ground above the portion of the service line that requires repair that is sufficiently large to permit the repair to be performed.

27 For electric facilities constructed prior to October 21, 1977, there shall be a presumption that the Company installed the service lines. This presumption can be

overcome if PSE can show that the Company did not install the service line that needs repair. PSE shall bear the burden of proving that it did not install the service line. The Parties agree that where PSE has records showing that it did not install the service or can show that a service line is labeled with a "UL" (Underwriters Laboratories, Inc.) designation or similar marking, this is sufficient to prove that the service line was not installed by the Company, as neither PSE nor its predecessors install or installed "UL" designated facilities.

28 For electric facilities constructed on or after October 21, 1977, there shall be a presumption that the property owner installed the service lines. This presumption can be overcome if the property owner can show that the Company in fact installed the service line that needs repair. The property owner shall bear the burden of proving installation by the Company.

29 The Parties recognize that in some cases, determination of the construction date of a service line or the party that installed the service lines may take some time to resolve. In the meantime, PSE, its service providers, or the property owner may perform the work that is required on the service line without waiving the ability of PSE or the property owner to later show that the other is responsible to pay the costs of such work. Similarly, prior repairs by either PSE or a property owner to a service line shall not be considered to be evidence that PSE or the property owner installed the service line if disputes later arise with respect to subsequent repairs to the same service line.

30 The Parties acknowledge that some developments, particularly manufactured housing communities/mobile home parks, were constructed in phases over time. Thus, in applying the above dates and presumptions, service lines in some areas of a mobile home park or manufactured housing community may be presumptively PSE's responsibility while

service lines in other areas of a mobile home park or manufactured housing community may be presumptively the property owner's responsibility.

31 The Parties agree that all existing service lines in Western Village as of the date of this Settlement Agreement were installed by the Company.

32 In cases where access to a service line is obstructed (for example, because a mobile home or other structure is located on top of the line), the property owner, at his or her option, may clear the obstruction to provide access sufficient to repair the service line or may choose to install a new service line that is routed around the obstruction. If the property owner chooses installation of a new service line, the property owner shall pay PSE for the costs of the installation but PSE shall own the new service line and shall be responsible for subsequent maintenance and repair of the service line, including replacement of such service line if necessary.

C. Miscellaneous Provisions

33 a. The Parties agree to support the terms and conditions of this Settlement Agreement as a settlement of all contested issues in the above-captioned proceeding. The Parties understand that this Settlement Agreement is subject to Commission approval.

 b. This Settlement Agreement represents an integrated resolution of the matters at issue in this case. Accordingly, the Parties recommend that the Commission adopt this Settlement Agreement in its entirety.

 c. The Parties will cooperate in submitting this Settlement Agreement promptly to the Commission for approval. The Parties agree to support the Settlement Agreement throughout this proceeding, provide witnesses to sponsor such Settlement Agreement at a Commission hearing, and recommend that the Commission issue an order adopting the

Settlement Agreement in its entirety. The Parties agree to waive an initial order of the Administrative Law Judge, if necessary to implement their recommendation.

d. The Parties agree that the Commission should admit into evidence all of the prefiled direct and response testimony and exhibits of PSE (Logen and Zeller) and Western Village (Anderson, Bodin and Cowan).

e. In the event the Commission rejects the Settlement Agreement, the provision of WAC 480-07-750(2) shall apply. In the event the Commission accepts the Settlement Agreement upon conditions not proposed herein, each Party reserves the right, upon written notice to the Commission and all parties to this proceeding within five (5) days of the Commission's order, to state its rejection of the conditions. In such event, the Parties immediately will request that hearings be held on the appropriateness of the conditions. The Parties agree to cooperate in development of a schedule that concludes the proceeding on the earliest possible date.

f. The Parties enter into this Settlement Agreement to avoid further expense, uncertainty, and delay. By executing this Settlement Agreement, no Party shall be deemed to have approved, admitted, or consented to the facts, principles, methods, or theories employed in arriving at the terms of this Settlement Agreement, and except to the extent expressly set forth in this Settlement Agreement, no Party shall be deemed to have agreed that this Settlement Agreement is appropriate for resolving any issues in any other proceeding.

g. All Parties agree: (1) to provide all other Parties the right to review in advance of publication any and all announcements or news releases that any other Party intends to make about the Agreement (with the right of review to include a reasonable

opportunity to request changes to the text of such announcements) and (2) to include in any news release or announcement a statement that Staff's recommendation to approve the settlement is not binding on the Commission itself.

h. This Settlement Agreement may be executed in counterparts, through original and/or facsimile signature, and each signed counterpart shall constitute an original document.

i. PSE will periodically provide notice to its customers informing them that if they live in a mobile home park or manufactured home community and experience a power outage, they should call PSE to report the outage. Such notice will not be provided as a special mailing but rather through one of the means through which PSE provides information to its customers along with the customer's bill. PSE agrees to work with Staff and Public Counsel on the timing and content of the bill notice.

V. THE SETTLEMENT AGREEMENT SATISFIES THE PARTIES' INTERESTS AND THE PUBLIC INTEREST

34 The Parties to this proceeding are all interested in ending the disputes that have flared up from time to time since 1977 regarding responsibility for underground secondary voltage service lines at mobile home parks and multi-family structures.

35 Commission Staff and Public Counsel dispute the proposition that PSE could have transferred ownership (and, thus, maintenance, repair and replacement responsibilities) of the service lines at issue to others through a tariff revision alone. To the contrary, Staff and Public Counsel believe that pursuant to Chapter 80.12 RCW, PSE is required to seek Commission approval before transferring any lines to an owner other than PSE. Staff and Public Counsel also question PSE's interpretation of its tariffs that maintenance, repair and

replacement responsibilities do not rest with the Company's for service lines installed by PSE before October 21, 1977. At the same time, Staff and Public Counsel recognize that nearly three decades have gone by since the October 21, 1977 tariff revision on which PSE relies and, in any event, PSE generally did not install secondary lines after 1977 and any line it did not install after 1977 would not have required approval under the transfer of property statutes contained in Chapter 80.12 RCW. Staff and Public Counsel are also interested in establishing clear rules to facilitate restoration of electric service to end-use customers as quickly as possible, with a minimum of delay caused by disputes over who is responsible for performing or paying for repairs or replacement.

36 Western Village and MHCW believe that manufactured housing community/mobile home park owners who have installed secondary service lines in their communities since October 21, 1977 generally have understood for many years that they own the new service lines they have been installing and that they have responsibility for maintaining, repairing, and replacing them as needed. However, park/community owners do not agree that ownership had transferred by the 1977 tariff revisions and did not want to have old service lines installed by the Company "dumped" on them thirty or more years after installation. While willing to recognize the October 21, 1977 tariff revision as a logical presumptive date after which the Company did not install service lines at mobile home parks or multi-family structures, Western Village and MHCW want to leave open the possibility that property owners could establish Company installation of and responsibility for service lines after that date at individual developments.

37 PSE has confidence in the service line installations it has performed and is prepared to take on maintenance and repair responsibilities for such service lines, including

replacement of such service line if necessary. However, PSE is not prepared to take on responsibility for service lines installed by third parties over the past three decades, over which PSE had no oversight or control. While the October 21, 1977 date before which PSE is presumed to have installed service lines at mobile home parks is acceptable to PSE, PSE's tariff schedules covering underground electric service related to non-residential properties were revised earlier in the 1970s such that multi-family structure owners were clearly installing service lines prior to October 21, 1977, specifically upon effectiveness of the August 18, 1973 version of Schedule 86. Furthermore, PSE believes that mobile home parks may also have been considered non-residential properties even prior to the explicit inclusion of mobile home parks in the list of non-residential service lines on October 21, 1977. PSE has reviewed at least one plan from prior to 1977 in which the mobile home park owner installed the service lines. Thus, PSE wanted to have the ability to show with respect to individual developments that the service lines were not installed by the Company.

38 The Parties believe that this Settlement Agreement, including the agreed tariff revisions, satisfy the interests of the Parties.

39 The Parties submit that the range of interests expressed above also represent the broader interests of property owners, tenants and ratepayers, and that the Settlement Agreement satisfies the public interest.

VI. LEGAL POINTS THAT BEAR ON THE PROPOSED SETTLEMENT

40 Generally, the Parties believe that this Settlement Agreement meets all applicable legal standards with respect to utility ratemaking, including the provisions of RCW 80.28.010 and RCW 80.28.020 that rates shall be fair, just, reasonable and sufficient, and

the provisions of RCW 80.28.090 and RCW 80.28.100 that rates shall not be unduly preferential or discriminatory.

41 The Parties are not aware of any other legal point with respect to the Settlement Agreement that requires the Commission's consideration.

DATED: June __, 2006

PUGET SOUND ENERGY, INC.

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION
STAFF**

By Tom DeBoer
Tom DeBoer
Director, Rates and Regulatory Affairs

By _____
Robert Cedarbaum
Assistant Attorney General

**MANUFACTURED HOUSING
COMMUNITIES OF WASHINGTON**

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

By _____
John E. Woodring
Attorney for Manufactured Housing
Communities of Washington

By _____
Walter H. Olsen, Jr.
Attorney for Western Village Estates, LLC

**PUBLIC COUNSEL SECTION,
OFFICE OF THE ATTORNEY
GENERAL OF THE STATE OF
WASHINGTON**

By _____
Simon ffitich
Assistant Attorney General

the provisions of RCW 80.28.090 and RCW 80.28.100 that rates shall not be unduly preferential or discriminatory.

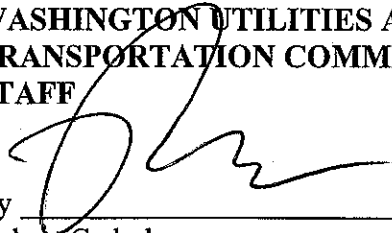
41 The Parties are not aware of any other legal point with respect to the Settlement Agreement that requires the Commission's consideration.

DATED: June ^{9th} 2006

PUGET SOUND ENERGY, INC.

By _____
Tom DeBoer
Director, Rates and Regulatory Affairs

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION
STAFF**

By 
Robert Cedarbaum
Assistant Attorney General

**MANUFACTURED HOUSING
COMMUNITIES OF WASHINGTON**

By _____
John E. Woodring
Attorney for Manufactured Housing
Communities of Washington

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

By _____
Walter H. Olsen, Jr.
Attorney for Western Village Estates, LLC

**PUBLIC COUNSEL SECTION,
OFFICE OF THE ATTORNEY
GENERAL OF THE STATE OF
WASHINGTON**

By _____
Simon ffitich
Assistant Attorney General

the provisions of RCW 80.28.090 and RCW 80.28.100 that rates shall not be unduly preferential or discriminatory.

41 The Parties are not aware of any other legal point with respect to the Settlement Agreement that requires the Commission's consideration.

DATED: June 9, 2006

PUGET SOUND ENERGY, INC.

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION
STAFF**

By _____
Tom DeBoer
Director, Rates and Regulatory Affairs

By _____
Robert Cedarbaum
Assistant Attorney General

**MANUFACTURED HOUSING
COMMUNITIES OF WASHINGTON**

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

By _____
John E. Woodring
Attorney for Manufactured Housing
Communities of Washington

By _____
Walter H. Olsen, Jr.
Attorney for Western Village Estates, LLC

**PUBLIC COUNSEL SECTION,
OFFICE OF THE ATTORNEY
GENERAL OF THE STATE OF
WASHINGTON**

By _____
Simon ffitch
Assistant Attorney General

the provisions of RCW 80.28.090 and RCW 80.28.100 that rates shall not be unduly preferential or discriminatory.

41 The Parties are not aware of any other legal point with respect to the Settlement Agreement that requires the Commission's consideration.

DATED: June __, 2006

PUGET SOUND ENERGY, INC.

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION
STAFF**

By Tom DeBoer
Tom DeBoer
Director, Rates and Regulatory Affairs

By _____
Robert Cedarbaum
Assistant Attorney General

**MANUFACTURED HOUSING
COMMUNITIES OF WASHINGTON**

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

By _____
John E. Woodring
Attorney for Manufactured Housing
Communities of Washington

By Walter H. Olsen
Walter H. Olsen, Jr.
Attorney for Western Village Estates, LLC

**PUBLIC COUNSEL SECTION,
OFFICE OF THE ATTORNEY
GENERAL OF THE STATE OF
WASHINGTON**

By _____
Simon ffitich
Assistant Attorney General

the provisions of RCW 80.28.090 and RCW 80.28.100 that rates shall not be unduly preferential or discriminatory.

41 The Parties are not aware of any other legal point with respect to the Settlement Agreement that requires the Commission's consideration.

DATED: June __, 2006

PUGET SOUND ENERGY, INC.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION
STAFF

By Tom DeBoer
Tom DeBoer
Director, Rates and Regulatory Affairs

By _____
Robert Cedarbaum
Assistant Attorney General

MANUFACTURED HOUSING
COMMUNITIES OF WASHINGTON

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

By John B. Woodring WSA #6781
John B. Woodring
Attorney for Manufactured Housing
Communities of Washington

By _____
Walter H. Olsen, Jr.
Attorney for Western Village Estates, LLC

PUBLIC COUNSEL SECTION,
OFFICE OF THE ATTORNEY
GENERAL OF THE STATE OF
WASHINGTON

By _____
Simon ffitc
Assistant Attorney General