

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

**Docket No. UE-141335
Puget Sound Energy, Inc.'s
Petition for Declaratory Order of King County et al.
Regarding Maloney Ridge Line**

WUTC STAFF DATA REQUEST NO. 005

WUTC STAFF DATA REQUEST NO. 005:

Background Information

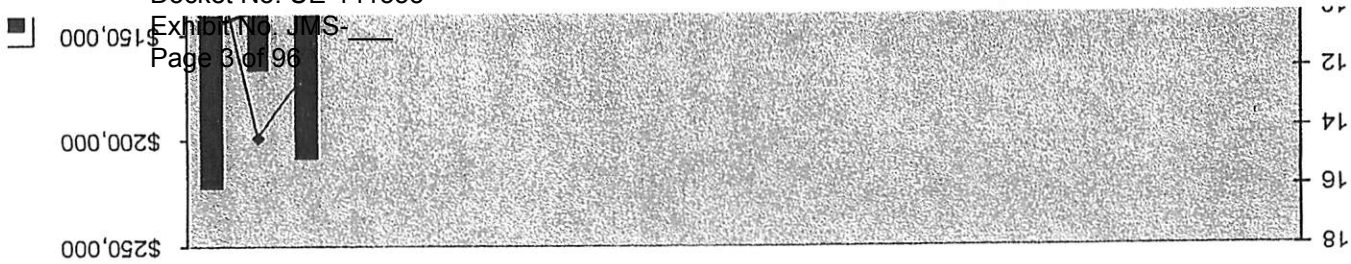
Please provide the minutes of all meetings between PSE and the parties (whether individually or as a group) and any related materials, such as maps, spreadsheets, and diagrams, regarding the reliability of the Maloney Ridge Line.

Response:

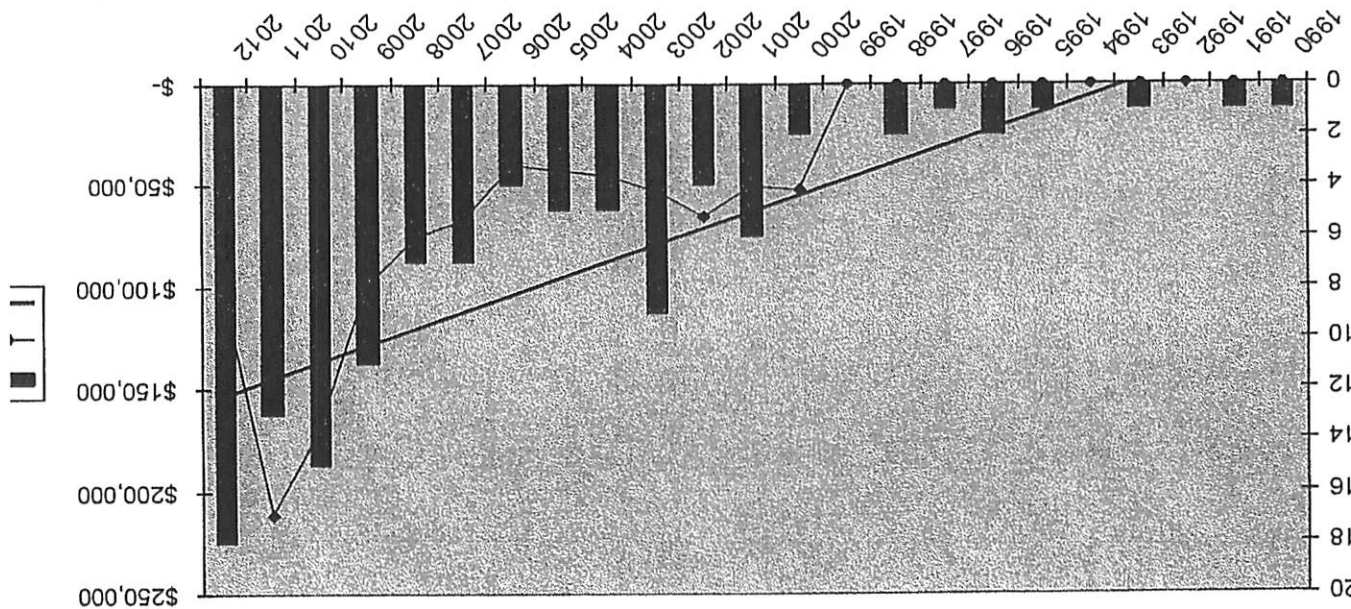
Attached as Attachment A to Puget Sound Energy, Inc.'s ("PSE") Response to WUTC Staff Data Request No. 005, please find 54 electronic communications of meeting minutes, maps, spreadsheets, diagrams and related material, regarding the reliability of the Maloney Ridge Line during the period of 2012 and 2013.

Due to its large size, Attachment A to PSE's Response to WUTC Staff Data Request No. 005 is provided in electronic format only.

**ATTACHMENT A to PSE's Response to
WUTC STAFF Data Request No. 005 is
provided in electronic format only**



Outage History and Trend of Cables 33546, 47, 48 & 49



Outage History and Trend for all Cables

| Outage history for cables 33546, 47, 48 & 49 | | Year | Outages by year | Cost by year | Avg cost per year |
|--|--|--------------|-----------------|-------------------|-------------------|
| | | 2000 | 0 | \$ 0 | - |
| | | 2001 | 6 | \$ 50,802 | \$ 8,467 |
| | | 2002 | 2 | \$ 14,435 | \$ 7,217 |
| | | 2003 | 8 | \$ 46,706 | \$ 5,838 |
| | | 2004 | 4 | \$ 37,518 | \$ 9,379 |
| | | 2005 | 4 | \$ 36,058 | \$ 9,014 |
| | | 2006 | 3 | \$ 31,911 | \$ 10,637 |
| | | 2007 | 6 | \$ 59,792 | \$ 9,965 |
| | | 2008 | 4 | \$ 41,456 | \$ 10,364 |
| | | 2009 | 8 | \$ 70,512 | \$ 8,814 |
| | | 2010 | 15 | \$ 168,466 | \$ 11,231 |
| | | 2011 | 12 | \$ 198,647 | \$ 16,554 |
| | | 2012 | 16 | \$ 100,829 | \$ 6,301 |
| | | Total | 93 | \$ 857,131 | \$ 9,313 |

Percent of total outages 81%
Percent of total cost 80%

| Outage history for all cables | | Year | Outages by year | Cost by year | Avg cost per outage | Duration in minutes |
|-------------------------------|--|--------------|-----------------|---------------------|---------------------|---------------------|
| | | 2000 | 2 | \$ 52,140 | \$ 26,070 | - |
| | | 2001 | 6 | \$ 50,802 | \$ 8,467 | 6605 |
| | | 2002 | 4 | \$ 65,205 | \$ 16,301 | 3186 |
| | | 2003 | 9 | \$ 53,583 | \$ 5,954 | 7043 |
| | | 2004 | 5 | \$ 45,049 | \$ 9,010 | 6160 |
| | | 2005 | 5 | \$ 42,828 | \$ 8,566 | 4341 |
| | | 2006 | 4 | \$ 39,742 | \$ 9,935 | 4585 |
| | | 2007 | 7 | \$ 67,749 | \$ 9,678 | 7769 |
| | | 2008 | 7 | \$ 75,385 | \$ 10,769 | 6883 |
| | | 2009 | 11 | \$ 99,347 | \$ 9,032 | 9025 |
| | | 2010 | 15 | \$ 168,466 | \$ 11,231 | 10766 |
| | | 2011 | 13 | \$ 211,664 | \$ 16,282 | 13535 |
| | | 2012 | 18 | \$ 105,831 | \$ 5,880 | 14674 |
| | | Total | 115 | \$ 1,077,791 | \$ 9,313 | 115,000 |



Maloney Ridge Maintenance Options

2-3:00pm, 2/14/2013, PSE East Building Kelvin Conference Room

~AGENDA~

| | |
|-------------|---------------------------|
| 2:00 - 2:05 | Welcome and Introductions |
| 2:05 - 2:10 | Project Overview |
| 2:10 - 2:20 | Project Milestones |
| 2:20 - 2:30 | Maintenance Options |
| 2:30 - 2:40 | Permitting |
| 2:40 - 2:50 | Option Discussion |
| 2:50 - 2:55 | Next steps |
| 2:55 - 3:00 | Conclusion |



Maloney Ridge – Electrical Service Next Steps

10 - 11:00am, 3/18/2013, Online Meeting
Call in #: 1-888-960-5962
Conf ID: 922016

~AGENDA~

- | | |
|---------------|---------------------------------------|
| 10:00 - 10:05 | Welcome and Introductions |
| 10:05 - 10:15 | Answer Questions |
| 10:15 – 10:25 | Maintenance option picked by customer |
| 10:25 – 10:35 | Next steps |
| 10:35 – 10:40 | Conclusion |



Maloney Ridge Maintenance Options Meeting Notes

2-3:00pm, 2/14/2013, PSE East Building Kelvin Conference Room

Attendees

| Name | Dept | Call In | In Person | E-Mail Address |
|------------------|-------------|---------|-----------|--|
| Jason Sanders | PSE | | ✓ | jason.sanders@pse.com |
| Larry Berdan | PSE | | ✓ | larry.berdan@pse.com |
| Rich Adams | PSE | | ✓ | rich.adams@pse.com |
| Jenny Boyer | PSE | | ✓ | jennifer.Boyer@pse.com |
| Molly Reed | PSE | | ✓ | molly.reed@pse.com |
| Andy Markos | PSE | | ✓ | andy.markos@pse.com |
| Dave Schumacher | Potelco | ✓ | | david.schumacher@pse.com |
| Eric Holmgren | Potelco | ✓ | | eholmgren@potelco.net |
| Denise Lorenz | Strata Inc | ✓ | | dlorenz@statainc.com |
| Gloria Atchison | BPA | ✓ | | gjatchison@bba.gov |
| Ron Sallabedra | AT&T | ✓ | | rs3418@att.com |
| Shirley Vangen | Verizon | | ✓ | shirley.vangen@verizonwireless.com |
| Rob Dutcher | Frontier | ✓ | | rob.dutcher@ftr.com |
| Tim Dougherty | Frontier | ✓ | | tim.j.dougherty@ftr.com |
| Bill North | Verizon | | ✓ | |
| Dalen Wintermute | BNSF | ✓ | | |
| Sean Pullman | AT&T | ✓ | | |
| Tony Minor | King County | ✓ | | anthony.minor@kingcounty.gov |

AGENDA:

Welcome and Introductions – Jason Sanders

Project Overview – Rich Adams

Service to the Maloney and Sobieski communication sites is provided by approximately 8.5 miles of single phase 15kV underground cable originally trenched and plowed up the Foss River Road to the sites in 1971 or 1972. The system has had over 100 cable faults since it was originally installed. The number of outages has been increasing over the years and it is anticipated that frequency and duration will continue to increase. Weather, environmental conditions, age of the cable and splices decreases system reliability and without a replacement of the system, the cables will ultimately fail.

Project Milestones – Molly Reed

- Mid-March customers have selected a maintenance option



- End of March, PSE submits applicable permits with Forest Service based on maintenance option (Forest Service needs full summer for field investigation)
- End of year 2013/early 2014, Forest Service issues Decision Memo or Environmental Analysis for construction activities
- July 2014 Construction activities start

Maintenance Options – Molly Reed

PSE presented 7 maintenance options with projected costs as well as assumptions, influences on cost, costs not included in estimate and customers to share the maintenance cost. Two of the options were more out of the box thoughts and after sharing those with the customers they were not viable and will not be included in future discussions.

Attached is the list of maintenance options that provide more detailed breakdown, a color coded map to show which sections are being discussed for each option and the assumptions have been fixed. The only option not shown is the “do nothing” option. And just as a reminder, if the system does become unrepairable, depending on timing; it will be approximately 2 years before construction can begin. The Forest Service needs the summer months to conduct their field research and issue a decision memo. Construction would be that following summer season or when the snow allows construction to start.

Permitting – Molly Reed

The sooner an option is picked then PSE will know how to proceed with permitting. To submit a permit with the Forest Service they will require a design, which is why we can't just proceed with submitting an application. The Forest Service is limited with personnel and things are a first come basis. The sooner a permit is submitted the more likely we are to secure those resources for this summer and have a decision by end of the year 2013.

Option Discussion – Open

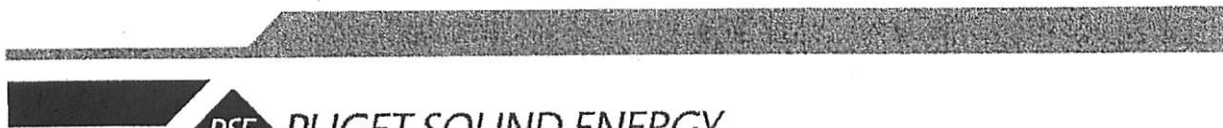
Customers asked if the estimates could go up. The answer is yes. These estimates are only conceptual in nature at this point. All known assumptions and risks have been included. At this point no engineering has been done which makes it difficult to start too narrow down the cost. Once an option has been decided by the customers, a more refined estimate can be generated.

The customers also asked what type of contingency plan had been thought about for supplying power during outages to replace the cables. There are several options for constructing these options. Once a maintenance option is narrowed down or selected, PSE would want to work with all the customers to find a plan that works for everyone.

Next steps – Jason Sanders

The customers need to discuss amongst themselves the options and associated costs and come to an agreeable solution. Jason is going to set up another meeting mid March to discuss if an option has been selected so PSE can proceed with permitting.

Conclusion – Jason Sanders



PUGET SOUND ENERGY

The Energy To Do Great Things

Jason concluded the meeting with his thanks to everyone's for their participation and patience as we work these options.



Maloney Ridge Electrical Service Next Steps Meeting Notes

10-11:00am, Call-in 1-888-960-5962, Conf. ID: 922016

Attendees

| Name | Dept | Call in | In Person | E-Mail Address |
|-------------------|------------|---------|-----------|--|
| Jason Sanders | PSE | | ✓ | jason.sanders@pse.com |
| Larry Berdan | PSE | | ✓ | larry.berdan@pse.com |
| Rich Adams | PSE | | ✓ | rich.adams@pse.com |
| Molly Reed | PSE | | ✓ | molly.reed@pse.com |
| Dave Schumacher | Potelco | ✓ | | david.schumacher@pse.com |
| Eric Holmgren | Potelco | ✓ | | eholmgren@potelco.net |
| Denise Lorenz | Strata Inc | ✓ | | dlorenz@statainc.com |
| Adelmo de la Cruz | BPA | ✓ | | aadelacruz@bpa.gov |
| Ron Sallabedra | AT&T | ✓ | | rs3418@att.com |
| Shirley Vangen | Verizon | ✓ | | shirley.vangen@verizonwireless.com |
| Heather Campbell | Verizon | ✓ | | Heather.Campbell3@verizonwireless.com |
| Marcus Wellsandt | Verizon | ✓ | | Marcus.wellsandt@verizonwireless.com |
| James McPherson | Verizon | ✓ | | James.mcpherson@verizonwireless.com |
| David Schultz | Verizon | ✓ | | David.schultz@verizonwireless.com |
| Rob Dutcher | Frontier | ✓ | | rob.dutcher@ftr.com |
| Sean Pullman | AT&T | ✓ | | |

Meeting Notes:

Welcome and Introductions – Jason Sanders

Overview:

Service to the Maloney and Sobieski communication sites is provided by approximately 8.5 miles of single phase 15kV underground cable originally trenched and plowed up the Foss River Road to the sites in 1971 or 1972. The system has had over 100 cable faults since it was originally installed. The number of outages has been increasing over the years and it is anticipated that frequency and duration will continue to increase. Weather, environmental conditions, age of the cable and splices decreases system reliability and without a replacement of the system, the cables will ultimately fail.

Project Milestones:

- Mid-April customers have selected a maintenance option



- End of April, PSE submits applicable permits with Forest Service based on maintenance option (Forest Service needs full summer for field investigation)
- End of year 2013/early 2014, Forest Service issues Decision Memo or Environmental Analysis for construction activities
- July 2014 Construction activities start

Questions:

Several questions were asked about the rate tariffs, current contract, the percent breakdown per customer for each option and the outage history and associated maintenance costs per year.

Attached to this pdf is:

- Rate Tariffs
- Contract
- Percent breakdown per customer
- Outage history and costs
- Maloney Ridge Maintenance Estimates for each Option

The question was also asked which option PSE would recommend at this time. PSE recommends option 3 (see attached PDF of options), which replaces the 4 segments of cable with the largest number of outages. Replacing these 4 segments will increase the reliability of the whole system. PSE does want to note that the other cable segments that were not replaced now will need to be replaced at some point down the road.

At the last meeting the question was asked if the estimates could go up. The answer is yes. These estimates are only conceptual in nature at this point. All known assumptions and risks have been included. At this point no engineering has been done which makes it difficult to start too narrow down the cost. Once an option has been decided by the customers, a more refined estimate can be generated.

Maintenance Option picked by Customers:

All customers at this point indicated that they are still having internal discussions and have not decided on any option.

Next Steps:

The customers need to complete internal discussions and a discussion amongst themselves about the options and associated costs and come to an agreeable solution. Jason is going to set up another meeting mid April to discuss if an option has been selected so PSE can proceed with permitting.

Conclusion:

Jason concluded the meeting with his thanks to everyone's for their participation and patience as we work these options.

Maloney Ridge Maintenance Estimates

| Option 1 | |
|--------------------------|--|
| "Description" | Silicon Injection to Soblesky and Maloney cable and install new poly cable whole project |
| Management & Engineering | \$225,000 |
| Permitting | \$150,000 |
| Materials | \$250,000 |
| Construction | \$5,191,000 |
| Subtotal CAP | \$5,816,000 |
| Construction OH's @ 20% | \$1,088,200 |
| Sales Tax 9.5% | \$552,520 |
| 10% Contingency | \$581,600 |
| Rounded Total | \$8,100,000 |
| 2013 Costs | \$810,000 |
| 2014 Costs | \$7,290,000 |

Assumptions:

Decision Memo from Forest Service
 Least cost trenching method
 Can cut down center of road
 Can clean current splices to inject silicon
 Assumes neutral is still good
 Assumes replacement of 77 culverts

100% road regrade

No rock saw required
 Re-use any bridge crossing

Outages will be allowed for cutovers
 Road restoration beyond trench line not required
 40% of excavated materials can be reused for backfill
 Only 1 flagger required at base of hill
 All locations are accessible by vehicle, no additional road building required
 one mob/demob
 permanent road closure allowed

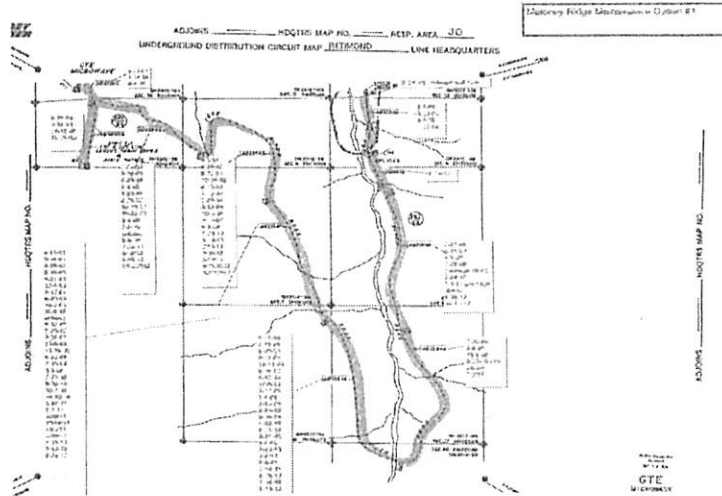
Not Included:

Influences on cost:

Solid Rock

Customers to share Cost

BNSF - 1%
 Maloney Association - 24%
 Frontier - 24%
 King County - 51%



Maloney Ridge Maintenance Estimates

| Option 2 | |
|--------------------------|--|
| "Description" | Silicon Injection to Soblesky and Maloney cable and install new poly cable down to Foss River Bridge |
| Management & Engineering | \$225,000 |
| Permitting | \$150,000 |
| Materials | \$250,000 |
| Construction | \$4,670,000 |
| Subtotal CAP | \$5,295,000 |
| Construction OH's @ 20% | \$984,000 |
| Sales Tax 9.5% | \$503,025 |
| 10% Contingency | \$529,500 |
| Rounded Total | \$7,400,000 |
| 2013 Costs | \$740,000 |
| 2014 Costs | \$6,660,000 |

Assumptions:

Decision Memo from Forest Service
 Least cost trenching method
 Can cut down center of road
 Can clean current splices to inject silicon
 Assumes neutral is still good
 Assumes replacement of 77 culverts

100% road regrade

No rock saw required
 Re-use any bridge crossing

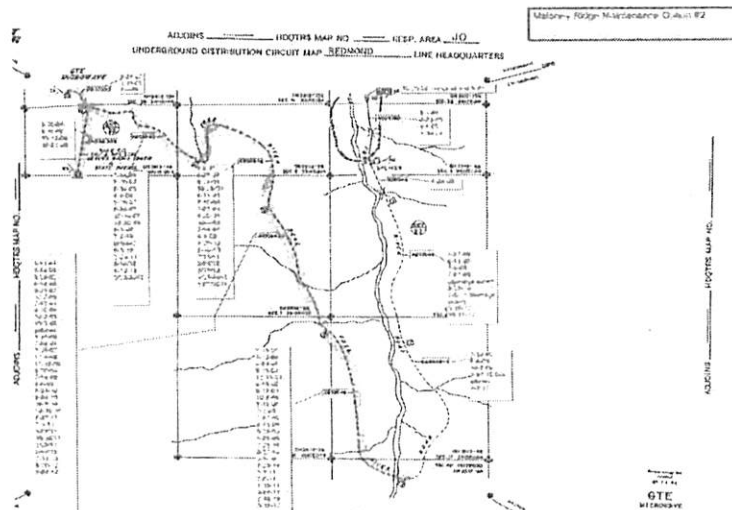
Outages will be allowed for cutovers
 Road restoration beyond trench line not required
 40% of excavated materials can be reused for backfill
 Only 1 flagger required at base of hill
 All locations are accessible by vehicle, no additional road building required
 one mob/demob
 permanent road closure allowed

Not Included:

Influences on cost:
 Solid Rock

Customers to share Cost

Maloney Association - 23%
 Frontier - 23%
 King County - 54%



Maloney Ridge Maintenance Estimates

| Option 3 | |
|--------------------------|--|
| "Description" | Replace 4 worst cable Segments (33545, 33547, 33548, 33549) |
| Management & Engineering | \$348,000 |
| Permitting | \$150,000 |
| Materials | \$170,000 |
| Construction | \$1,758,000 |
| Subtotal CAP | \$2,426,000 |
| Construction OH's @ 20% | \$385,600 |
| Sales Tax 9.5% | \$230,470 |
| 10% Contingency | \$242,600 |
| Rounded Total | \$3,300,000 |
| 2013 Costs | \$330,000 |
| 2014 Costs | \$2,970,000 |

Risk/Assumptions:

Decision Memo from Forest Service
 Least cost trenching method
 Can cut down center of road
 100% road regrade
 No rock saw required
 Re-use any bridge crossing

Outages will be allowed for cutovers

Road restoration beyond trench line not
 40% of excavated materials can be reused
 for backfill

Only 1 flagger required at base of hill
 All locations are accessible by vehicle, no
 additional road building required
 one mob/demob

permanent road closure allowed

Not Included:

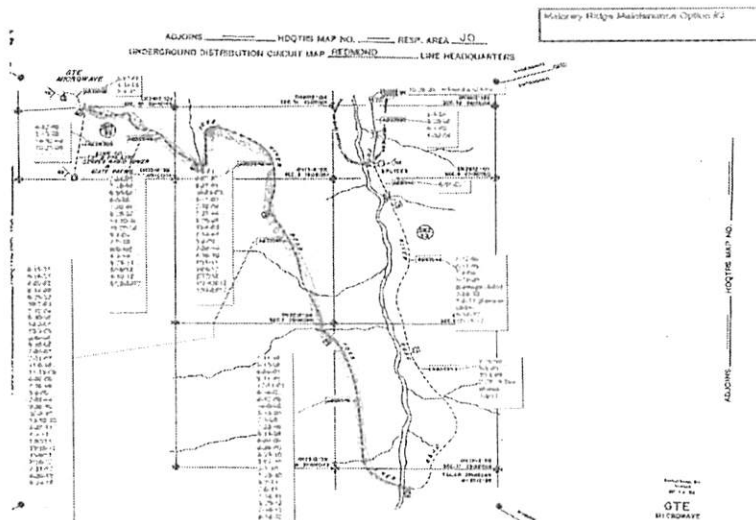
culvert xings not included

Influences on cost:

Solid Rock

Customers to share Cost

Maloney Association - 33.3%
 Frontier - 33.3%
 King County - 33.3%



Maloney Ridge Maintenance Estimates

| Option 4 | |
|--------------------------|--|
| "Description" | Install new cable from Foss River Bridge to BNSF OH Pole |
| Management & Engineering | \$225,000 |
| Permitting | \$150,000 |
| Materials | \$200,000 |
| Construction | \$940,000 |
| Subtotal CAP | \$1,515,000 |
| Construction OH's @ 20% | \$228,000 |
| Sales Tax 9.5% | \$143,925 |
| 10% Contingency | \$151,500 |
| Rounded Total | \$2,100,000 |
| 2013 Costs | \$210,000 |
| 2014 Costs | \$1,890,000 |

Assumptions:

Decision Memo from Forest Service
 Least cost trenching method
 Can cut down center of road
 100% road regrade
 No rock saw required
 Re-use any bridge crossing

Outages will be allowed for cutovers

Road restoration beyond trench line not
 40% of excavated materials can be reused for backfill
 one mob/demob
 permanent road closure allowed

Not Included:

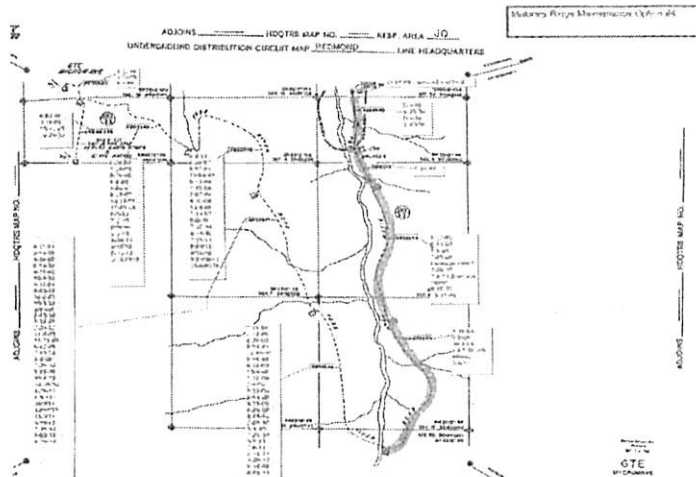
culvert xings not included

Influences on cost:

Solid Rock

Customers to share Cost

BNSF - 6%
 Maloney Association - 31%
 Frontier - 31%
 King County - 31%



| Option 5 | |
|--------------------------|---|
| "Description" | Replace cables to Sobleski and Maloney (33650, 38338) |
| Management & Engineering | \$174,000 |
| Permitting | \$150,000 |
| Materials | \$114,000 |
| Construction | \$1,727,000 |
| Subtotal CAP | \$2,165,000 |
| Construction OH's @ 20% | \$368,200 |
| Sales Tax 9.5% | \$205,675 |
| 10% Contingency | \$216,500 |
| Rounded Total | \$3,000,000 |
| 2013 Costs | \$300,000 |
| 2014 Costs | \$2,700,000 |

Risk/Assumptions:

No rock saw required
 re-use bridge xings
 outages will be allowed for cutover
 permanent road closure allowed
 Road restoration beyond trench line
 40% of excavated material can be re-used for backfill
 all locations are accessible by vehicle,
 no additional road building required
 one mob/demob

Not Included:

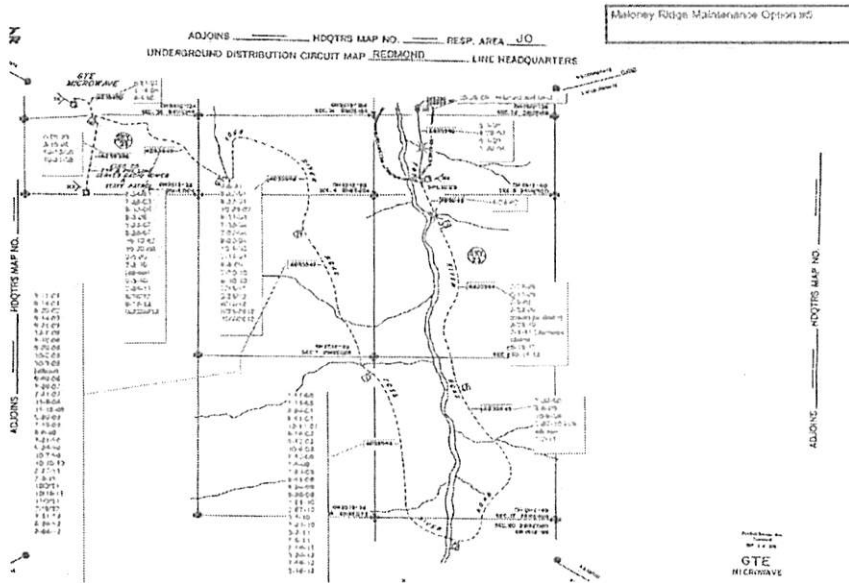
culvert xings not included
 No tree or stump removals

Influences on cost:

Solid Rock

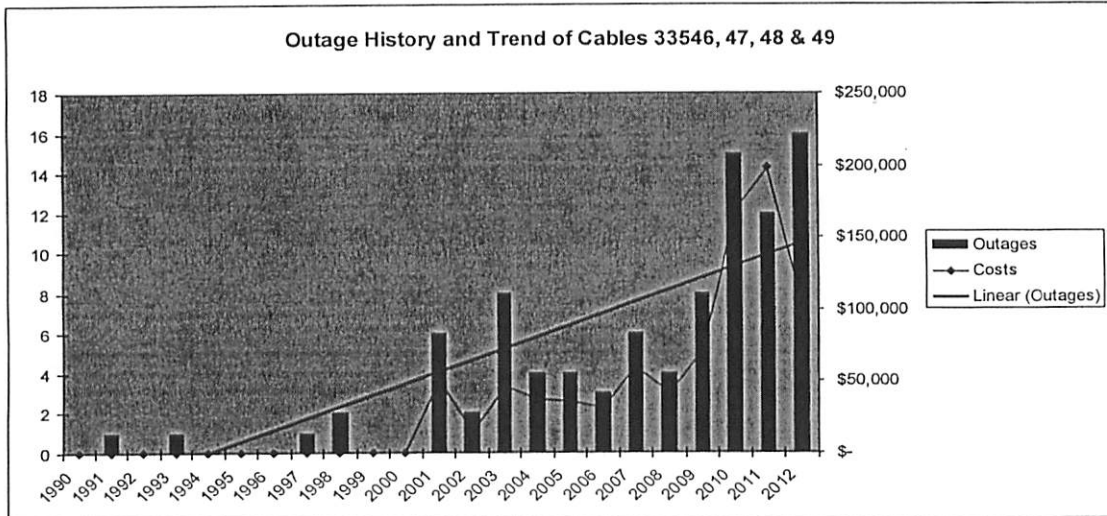
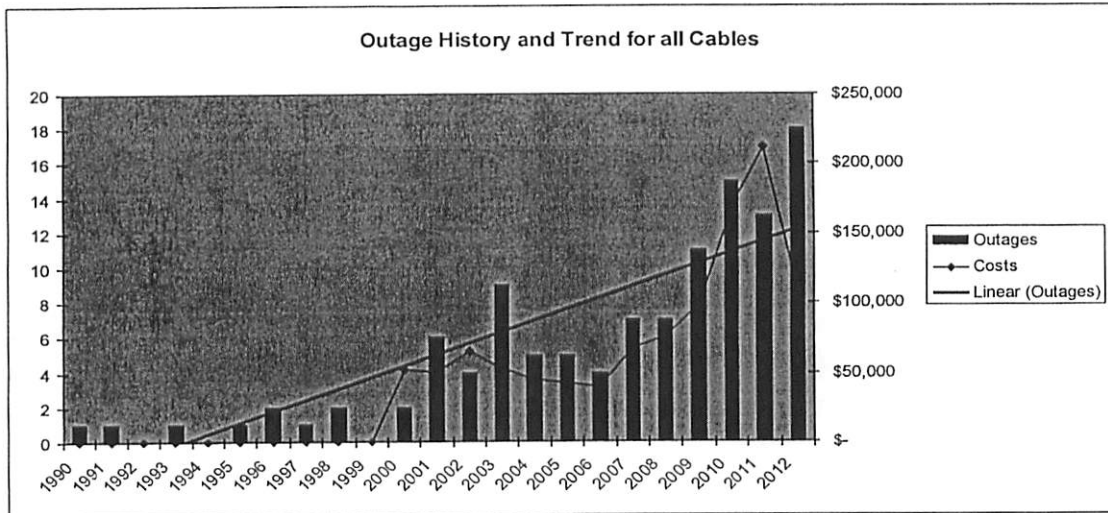
Customers to share Cost

Maloney Association - 8%
 Frontier - 8%
 King County - 83%



| Outage history for all cables | | | | |
|-------------------------------|-----------------|---------------------|---------------------|---------------------|
| Year | Outages by year | Cost by year | Avg cost per outage | Duration in minutes |
| 2000 | 2 | \$ 52,140 | \$ 26,070 | - |
| 2001 | 6 | \$ 50,802 | \$ 8,467 | 6605 |
| 2002 | 4 | \$ 65,205 | \$ 16,301 | 3186 |
| 2003 | 9 | \$ 53,583 | \$ 5,954 | 7043 |
| 2004 | 5 | \$ 45,049 | \$ 9,010 | 6160 |
| 2005 | 5 | \$ 42,828 | \$ 8,566 | 4341 |
| 2006 | 4 | \$ 39,742 | \$ 9,935 | 4585 |
| 2007 | 7 | \$ 67,749 | \$ 9,678 | 7769 |
| 2008 | 7 | \$ 75,385 | \$ 10,769 | 6883 |
| 2009 | 11 | \$ 99,347 | \$ 9,032 | 9025 |
| 2010 | 15 | \$ 168,466 | \$ 11,231 | 10766 |
| 2011 | 13 | \$ 211,664 | \$ 16,282 | 13535 |
| 2012 | 18 | \$ 105,831 | \$ 5,880 | 14674 |
| Total | 115 | \$ 1,077,791 | | |

| Outage history for cables 33546, 47, 48, & 49 | | | | |
|---|-----------------|-------------------|---------------------|---------------------|
| Year | Outages by year | Cost by year | Avg cost per outage | Duration in minutes |
| 2000 | 0 | \$ - | | \$ - |
| 2001 | 6 | \$ 50,802 | \$ 8,467 | 6605 |
| 2002 | 2 | \$ 14,435 | \$ 7,217 | 1773 |
| 2003 | 8 | \$ 46,706 | \$ 5,838 | 5975 |
| 2004 | 4 | \$ 37,518 | \$ 9,379 | 5512 |
| 2005 | 4 | \$ 36,058 | \$ 9,015 | 3087 |
| 2006 | 3 | \$ 31,911 | \$ 10,637 | 3267 |
| 2007 | 6 | \$ 59,792 | \$ 9,965 | 6981 |
| 2008 | 4 | \$ 41,456 | \$ 10,364 | 3958 |
| 2009 | 8 | \$ 70,512 | \$ 8,814 | 5763 |
| 2010 | 15 | \$ 168,466 | \$ 11,231 | 10766 |
| 2011 | 12 | \$ 198,647 | \$ 16,554 | 12669 |
| 2012 | 16 | \$ 100,829 | \$ 6,302 | 13574 |
| Total | 93 | \$ 857,131 | | |
| Percent of total outages | | 81% | | |
| Percent of total cost | | 80% | | |



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 *[Signature]*

Title Vice President

Date September 23, 1971

GENERAL TELEPHONE COMPANY OF THE
NORTHWEST, INC.

By *[Signature]*

Title Its Vice President - Operations Staff

Date September 23, 1971

SERVICE AGREEMENT

This Agreement, dated as of this 20 day of September 1994, 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.

AGREEMENT

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 customer's 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 customer's point of delivery to the second customer's 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.

Operating costs shall include any repair and maintenance costs incurred by Puget pursuant to Section 3 above, and costs in connection with securing or maintaining operating rights.

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, for 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.

Puget Sound Power & Light Company

By: Elizabeth A. Edwards
 Name: Elizabeth A. Edwards
 Its: Vice President
 Date: 9/14/94

By: [Signature]
 Name: FRANK P. CONDENS
 Its: GENERAL MANAGER
 Date: 9/20/94

FORM APPROVED

RE [Signature]
 Attorney

Date 9/13/94

SERVICE AGREEMENT

This Agreement, dated as of this 12 day of December, 1994, 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.

AGREEMENT

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 customer's 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 customer's point of delivery to the second customer's 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.

Operating costs shall include any repair and maintenance costs incurred by Puget pursuant to Section 3 above, and costs in connection with securing or maintaining operating rights.

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, for 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.

Burlington Northern Railroad

Puget Sound Power & Light Company

By: *Russell J. Frazier*
 Name: Russell J. Frazier
 Its: Manager Signal Mte
 Date: Dec. 27, 1994

By: *Kevin P. Owens*
 Name: KEVIN P. OWENS
 Its: GENERAL MANAGER
 Date: 1/3/95

SERVICE AGREEMENT

This Agreement, dated as of this 29 day of MARCH, 1995, 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.

AGREEMENT

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 customer's 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 customer's point of delivery to the second customer's 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.

Operating costs shall include any repair and maintenance costs incurred by Puget pursuant to Section 3 above, and costs in connection with securing or maintaining operating rights.

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, for 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.

King County

By: *Danna R Nolan*
Name: Danna R Nolan
Its: _____
Date: 3/22/95

Puget Sound Power &
Light Company

By: *Wayne H. Hopman*
Name: Wayne H. Hopman
Its: General Manager - North King
Date: March 29, 1995

SERVICE AGREEMENT

This Agreement, dated as of this 16 day of June, 1995, 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 Agreement, 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.

AGREEMENT

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 the customer's 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 customer's point of delivery to the second customer's 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

Operating costs shall include any repair and maintenance costs incurred by Puget pursuant to Section 3 above, and costs in connection with securing or maintaining operating rights.

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 customer's receipt of the invoice. A customer no longer receiving electrical service from Puget through 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. 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.

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, for 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.

MALONEY RIDGE USERS ASSOCIATION

By: David R Jones

Name DAVID R JONES

Its: President, Maloney Ridge Electric Users Association

Date: 06 June 1995

PUGET SOUND POWER LIGHT CO

By: Wayne H. Hopman

Name WAYNE H. HOPMAN

Its: GENERAL MANAGER NORTH KING DIVISION

Date: JUNE 12, 1995

WN U-60

Fourth Revised Sheet No. 85
Canceling Third Revised Sheet No. 85
and Second Revised Sheet No. 85-g

RECEIVED

MAY - 2 1991

WASH. UT. & TRANS. COMM.

For Commission's Receipt Stamp

PUGET SOUND POWER & LIGHT COMPANY
Electric Tariff G

SCHEDULE 85
LINE EXTENSIONS

1. SINGLE-FAMILY RESIDENCES -

a. The Company will construct new single-phase distribution facilities along a Public Thoroughfare to serve one or more customers on the following terms:

(1) For each residence initially to be served, the Company will provide an allowance of \$1,478.00 toward the cost of construction of facilities. Construction costs in excess of the allowance(s) shall be paid to the Company in advance of construction at the rates set forth in (3) below:

(2) Single-Family Residences that are not utilized as primary year-around residences shall receive an allowance of \$739.00 toward the cost of construction of facilities. Construction costs in excess of the allowance(s) shall be paid to the Company in advance of construction at the rates set forth in (3) below:

(3) Overhead distribution facilities: \$6.16 per foot (T)
Underground distribution facilities: \$5.25 per foot (I)(C)

b. The Company will construct new single-phase distribution facilities on property other than along a Public Thoroughfare on the following terms:

Overhead distribution facilities: \$6.16 per foot (T)
Underground distribution facilities: \$5.25 per foot (I)(C)

Charges for new line extensions shall be paid to the Company in advance of construction. (D)

c. The Company will construct three-phase facilities to serve one or more customers on the following terms: (M)

(1) For each Customer to be initially served along a Public Thoroughfare, the Company will provide an allowance of \$3,898.00 toward the estimated cost of construction of facilities. Estimated construction costs in excess of the allowance(s) shall be paid to the Company in advance of construction.

(2) For the Customer(s) to be initially served along property other than a Public Thoroughfare, the Customer(s) shall be required to pay in advance of construction the estimated costs of the facilities. (M)

(M) Transferred from Sheet No. 85 BY ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. 91477

ISSUED May 1, 1991 EFFECTIVE June 1, 1991 June 6, 1991

PSPL 9105

Cancelled 4-11-97 by 5th Revised Sheet 85

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY G. B. Swofford TITLE VICE PRESIDENT, RATES

Fourth Revised Sheet No. 85-a
Canceling Third Revised
Sheet No. 85-a

WN U-60

ED

MAY - 2 1991

WASH. UT. & TRANS. COMM.

PUGET SOUND POWER & LIGHT COMPANY
Electric Tariff G

For Commission's Receipt Stamp

SCHEDULE 85
LINE EXTENSIONS
(Continued)

(3) If the actual costs of construction are less than the estimate by more than 10% of the estimate, the Company shall refund any excess payment to the Customer. (K)

d. Each customer shall pay charges which reflect each customer's responsibility for the extension charges. The Company shall have the right to connect subsequent customers to all line extensions. If such connections are permanent in nature and are made within 5 years of the date the line extension is energized, subsequent customers so connected shall be treated for purposes of allowances and excess charges under the provisions of 1.a., 1.b., and 1.c. above as if they were included among the customers for whom the extension was originally constructed; and refunds or reallocations, if any, to present owners shall be made on the same basis. The total of refunds for line extensions shall not exceed the amount paid by customers. (K)

e. All the above charges are in addition to those required by the terms of Schedule 86, Service Lines.

2. PLATTED NEW SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS - (M)

a. The Company will install underground distribution lines utilizing surface-mounted transformers within platted new residential developments serving Single-Family Residences on the following terms:

The developer or owner will pay to the Company in advance of construction \$12.71 per centerline foot of all roads within the development or plat. For each Single-Family Residence connected within the first five (5) years after the system is energized, the Company will refund an amount equal to the allowances in 1.a.(1) or 1.a.(2) above. The total of all such refunds for the development shall not exceed the amount paid by the developer or owner under this paragraph. (M)

In lieu of cash payment of the above amount, the Company will accept a letter of credit, contractor's bond, or other credit instrument upon execution of a written agreement with the developer or owner. Such written agreement shall prescribe the requirements for any such credit instrument and shall permit the face amount of such instrument to be reduced no more often than once every three (3) months as new customers are connected. Such (N)

(K) Transferred to Sheet No. 85 BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. 710479

(M) Transferred from Sheet No. 85-b

ISSUED May 1, 1991 EFFECTIVE June 1, 1991 June 1, 1991

PSPL 9105

Canceled 4-11-97 by 5th Revised Sheet 85-a

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY G. B. Swofford TITLE VICE PRESIDENT, RATES

G. B. Swofford

0162-26

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MAY - 2 1991
WASH. UT. & TRANS. COMM.

Fifth Revised Sheet No. 85-b
Canceling Fourth Revised
Sheet No. 85-b

WN U-60

PUGET SOUND POWER & LIGHT COMPANY
Electric Tariff G

For Commission's Receipt Stamp

SCHEDULE 85
LINE EXTENSIONS
(Continued)

written agreement shall also require the payment by developer or owner of a charge. Such charge shall be equal to the face amount outstanding of the credit instrument times an interest rate equal to the sum of a designated prime interest rate as of the date the credit instrument is accepted by the Company plus one percentage point (1.0%).

(N)(K)
(N)
(K)

- b. The above charges are in addition to those required to extend the Company's overhead or underground distribution system to the perimeter of the plat.
- c. All the above charges are in addition to those required by the terms of Schedule 86, Service Lines.
- d. The Company shall have the right to connect subsequent customers to all such line extensions.

3. MULTI-FAMILY RESIDENTIAL STRUCTURES, MOBILE HOME PARKS, AND NON-RESIDENTIAL OR RECREATIONAL FACILITIES -

- a. The Company will construct new distribution facilities, including overhead or surface mounted transformers, along a Public Thoroughfare to serve additional customers on the following terms:
 - (1) Multi-family residential structures and mobile home parks: at no charge up to a maximum of \$1,478.00 of investment by the Company in new distribution facilities for each residential customer (living unit) to be initially served.
 - (2) Non-residential or recreational facilities: at no charge up to a maximum of investment by the Company in new distribution facilities equivalent to two times the estimated annual new revenue from customers to be initially served.
 - (3) All estimated construction costs in excess of those allowed in (1) or (2) above shall be paid to the Company by the developer or owner in advance of construction.
 - (4) If the actual costs of construction are less than the estimate by more than 10% of the estimate, the Company shall refund any excess payment to the customer.
 - (5) Underground secondary service lines from the Point of Delivery shall be installed, owned, and maintained by the developer or

(M)
(M)

(K) Transferred to Sheet No. 85-a (M) Transferred from Sheet No. 85-c

ISSUED May 1, 1991

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. June 1, 1991

EFFECTIVE June 1, 1991

PSPL9105

Cancelled 4-11-97 by 6th Revised Sheet 85-b

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY [Signature]
F. B. Swofford

TITLE VICE PRESIDENT, RATES

Fifth Revised Sheet No. 85-c
Canceling Fourth Revised
Sheet No. 85-c

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PUGET SOUND POWER & LIGHT COMPANY
Electric Tariff G

For Commission's Receipt Stamp

SCHEDULE 85
LINE EXTENSIONS
(Continued)

property owner. The Company shall provide and install overhead secondary service lines as provided in Schedule 86 of this tariff.

(K)

b. For overhead or underground Primary voltage systems, the Point of Delivery and metering will normally be at a point on the property line of the premises to be served which is, in the Company's reasonable judgment, most conveniently located with respect to the Company's transmission or distribution facilities. The Company will provide primary metering facilities, and the incremental cost of such facilities in excess of secondary metering facilities will be included in the total costs to provide service. The customer shall install, own, and maintain all facilities on the load side of the primary metering facilities.

(K)

c. For underground service at Secondary voltages, the Point of Delivery will be at the load side of the transformer or secondary handhole if located on the private property being served; or the property line if the distribution facilities are located on the public right-of-way. The transformer, handhole, or secondary connection location shall be at the point which is, in the Company's opinion, most conveniently located with respect to the Company's distribution facilities. The Customer shall install, own, and maintain all secondary facilities beyond the transformer or secondary handhole.

d. For overhead service at Secondary voltages, the Point of Delivery will be at a point on the outside of the structure to be served which is, in the Company's reasonable judgment, most conveniently located with respect to the Company's distribution facilities.

e. Any additional cost to provide service to a Point of Delivery other than that denoted in this schedule, at the request of the customer, shall be paid by the customer in advance of construction, and such amounts shall be in addition to any other amounts the customer may be required to pay in accordance with the tariff.

(M)

f. The Company shall have the right to connect subsequent customers to all line extensions. If such connections are made within five years of the date the line extension is energized, subsequent customers so connected shall be treated for purposes of charges under

(M)

(K) Transferred to Sheet No. 85-b

(M) Transferred from Sheet No. 85-d

BY ORDER OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. 910729

ISSUED May 1, 1991

EFFECTIVE June 1, 1991 June 6, 1991

Cancelled 4-11-97 by 6th Revised Sheet 85c

PSPL9105

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY

G. B. Swofford
G. B. Swofford

TITLE VICE PRESIDENT, RATES

0162-26

Fourth Revised Sheet No. 85-d
Canceling Third Revised
Sheet No. 85-d

MAY - 2 1991

WASH. UT. & TRANS. COMM.

WN U-60

PUGET SOUND POWER & LIGHT COMPANY
Electric Tariff G

For Commission's Receipt Stamp

SCHEDULE 85
LINE EXTENSIONS
(Continued)

the provisions of 3.a. above as if they were included among the customers for whom the extension was originally constructed, and refunds or reallocations, if any, shall be made on the same basis.

(K)

4. RECONSTRUCTING DISTRIBUTION LINES FROM SINGLE PHASE TO THREE PHASE - For reconstruction of single-phase distribution facilities to three-phase to satisfy customer requirements, the customer shall pay the Company in advance of construction the amount by which the estimated reconstruction cost, including additional transformer costs, exceeds two times the annual additional revenue which is estimated will accrue to the Company.

(K)

5. ENGINEERING FEES - If an applicant requests estimated costs for a line extension under the provisions of this schedule, the Company may, at its option, require the applicant to pay in advance the estimated costs of providing such estimate. If the applicant takes service under this schedule within six months of the estimate, the Company will apply the advance payment against the cost to provide service and will refund the excess, if any.

6. EXTENSION FACILITIES AND COST - The Company in its sole judgment shall determine the appropriate location, design, phase, voltage, and capacity for the line extension and, where applicable, shall determine the extension cost utilizing its Cost Estimating System in conjunction with sound engineering practices.

7. OWNERSHIP OF FACILITIES - The Company shall own, operate, and maintain all electric distribution facilities installed by the Company under this schedule.

(M)

8. PUBLIC THOROUGHFARE - A public thoroughfare may be a municipal, county, state, federal, or other road open to the public over which the Company has adequate operating rights to accommodate the construction, operation, repair, and maintenance of the line extension, and which has been clearly delineated, cleared of growth and obstructions, and brought to final grade prior to the construction of electric distribution lines. A road on private property which meets the above requirements shall be deemed to be a public thoroughfare if such road provides public access to properties which may be served from such line extension. If, in the judgment of the Company, the permanency or definition of any road is questionable, it shall not be considered a public thoroughfare for the purposes of this schedule

(M)

(K) Transferred to Sheet No. 85-c (M) Transferred from Sheet No. 85-e

ISSUED May 1, 1991

EFFECTIVE June 1, 1991

June 6, 1991

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. ORDER NO.

PSPL 9105

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY *Ray B. Swofford*
R. B. Swofford

TITLE VICE PRESIDENT, RATES

Canceled 4-11-97 by 5th Revised Sheet 85-d

Fourth Revised Sheet No. 85-e
Canceling Third Revised
Sheet No. 85-e

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WASH. UT. & TRANS. COMM.

WN U-60

PUGET SOUND POWER & LIGHT COMPANY
Electric Tariff G

For Commission's Receipt Stamp

SCHEDULE 85
LINE EXTENSIONS
(Continued)

and it shall be the Company's option to install distribution facilities to serve customers. Such distribution facilities shall not be subject to the footage or revenue allowances provided in this schedule.

9. REFUNDS AND REALLOCATIONS - The Company will make every reasonable effort to monitor refunds and reallocations authorized under the provisions of this schedule; however, it is the ultimate responsibility of the person(s) entitled to such refunds or reallocations to notify the Company of the impending or actual connection of subsequent customer(s) which may require refunding or reallocation of funds prepaid to the Company. In no case shall the Company be liable for refunds or reallocations authorized in this schedule that are requested later than five (5) years and sixty (60) days from the date the line extension installed under this schedule is energized.

10. OPERATING RIGHTS -

a. Adequate legal rights for the construction, operation, repair, and maintenance of the electric system installed under this schedule over, under, across or through all property, including property not owned by the customer, shall be obtained by the customer for the Company prior to the commencement of construction of said system. Such operating rights shall be in a form acceptable to the Company.

b. When an underground electric distribution extension is to be installed in a platted tract, the owner thereof shall grant a utility easement specifically to the Company for the extension and shall also record with the plat a restrictive covenant providing that all permanent electric utility service lines shall be underground.

11. CLEARING -

a. It shall be the property owner's, developer's, or customer's responsibility to provide a route for construction which is to final grade, free of all obstructions, and along which all rights-of-way, easements, and property lines are clearly and accurately delineated.

(K) Transferred to Sheet No. 85-d
(M) Transferred from Sheet No. 85-f

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(T)
(T)
(C)
(T)(K)
(M)
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(M)

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. 910529
ISSUED May 1, 1991 EFFECTIVE June 1, 1991
Canceled 4-11-97 by 5th Revised Sheet 85-e

PSPL 9105

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY G. B. Swofford
G. B. Swofford

TITLE VICE PRESIDENT, RATES

0162-26

Fourth Revised Sheet No. 85-f
Canceling Third Revised
Sheet No. 85-f

MAY - 2
WASH. UT. & TRAN. COMM.

WN U-60

PUGET SOUND POWER & LIGHT COMPANY
Electric Tariff G

For Commission's Receipt Stamp

SCHEDULE 85
LINE EXTENSIONS
(Continued)

- b. The property owner, developer, or customer shall provide written (K) notice to the Company that the provisions of 11.a. have been complied with prior to installation of the Company's distribution system.
- 12. TRENCHING - For underground service, the Customer, owner, or developer shall provide all necessary trenching, excavation for vaults, and backfill in accordance with Company standards, or contract with the Company to provide this work at its estimated cost. Payments to the Company for such work will not be refundable.
- 13. ECONOMIC FEASIBILITY - The Company shall not be required to construct any distribution extension under this schedule if such extension is, in the reasonable judgment of the Company, economically unfeasible. Service may, however, be provided to customers on terms which require payment of an amount sufficient to justify the Company's investment in facilities. (M)
- 14. SINGLE-FAMILY RESIDENCE - A Single-Family Residence is a structure that is located on a legal residential lot and is approved for occupancy as a permanent residence by the local governing agency or agencies. A mobile home will be considered a Single-Family Residence if it meets the above requirements; is permanently located on a foundation; has had the axles and wheels removed; and meets all other requirements for a mobile home permit as required by the local governing agency or agencies. (K)
- 15. TEMPORARY SERVICE - This schedule does not apply to temporary service. Such service is subject to the provisions of Schedule 80 in this tariff.
- 16. GOVERNMENTAL AUTHORITY - The manner and type of construction of any extension of the distribution system shall be subject to applicable governmental authority or law, and any increase in costs resulting therefrom and not reimbursed by an agency of the government or other person or entity shall be paid by the customer(s), property owner, or developer served by such extension.
- 17. SCHEDULE 87 - The installation of facilities under the provisions of this schedule shall be subject to the provisions of Schedule 87, Income Tax Rider.
- 18. GENERAL RULES AND PROVISIONS - Service under this schedule is subject to the General Rules and Provisions contained in this tariff. (M)

(K) Transferred to Sheet No. 85-e
ISSUED May 1, 1991

(M) Transferred from Sheet No. 85-g
EFFECTIVE June 1, 1991 *June 6, 1991*

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. ORDER NO. 910479

PSPL9105

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY

G. B. Swofford
G. B. Swofford

TITLE VICE PRESIDENT, RATES

Canceled 4-11-97 by 5th Revised Sheet 85-f

Shannon Kimmel

From: Sanders, Jason <jason.sanders@pse.com>
Sent: Tuesday, October 15, 2013 8:36 AM
To: 'Dalen.Wintermute@BNSF.com'; 'gregory.britz@bnsf.com';
'Michael.Murphy@BNSF.com'; 'Steven.Whallon@bnsf.com'; 'Jeff.Talley@bnsf.com';
'dlorenz@stratainc.com'; 'gatchinson@bpa.gov'; 'adelacruz@bpa.gov'; 'rs3418@att.com'; 'shirley.vangen@verizonwireless.com'; 'rob.dutcher@ftr.com';
'tim.j.dougherty@ftr.com'; 'anthony.minor@kingcounty.gov'; Adams, Richard M -Rich - Transmission; Hisayasu, Ray - Transmission; Boyer, Jennifer A; 'Porter,Jeffrey E (BPA) - TFNC-SNOHOMISH'
Subject: Maloney Ridge / Sobiesky outage
Attachments: image001.jpg

As many of you may already be aware, an outage on the Maloney Ridge / Sobiesky system occurred yesterday at 5:22am. The Burlington Northern site at the bottom of the mountain was restored at 8:23am and the Strata and Frontier sites were restored at 1:54pm. A Potelco crew has been at the Sobiesky site since 4:30pm yesterday with no word as of yet of a restoration time. Rich Adams (PSE Engineering) is on this distribution and will provide updates as they are made available.

Jason Sanders
Manager Business Services

425.462.3397 (tel)
425.766.1607 (cell)
55 110th Street NE EST-11E
Bellevue, WA 98004

Shannon Kimmel

From: Sanders, Jason <jason.sanders@pse.com>
Sent: Wednesday, November 20, 2013 3:26 PM
To: 'Dalen.Wintermute@BNSF.com'; 'gregory.britz@bnsf.com';
'Michael.Murphy@BNSF.com'; 'Steven.Whallon@bnsf.com'; 'Jeff.Talley@bnsf.com';
'dlorenz@stratainc.com'; 'gatchinson@bpa.gov'; 'adelacruz@bpa.gov'; 'rs3418
@att.com'; 'shirley.vangen@verizonwireless.com'; 'rob.dutcher@ftr.com';
'tim.j.dougherty@ftr.com'; 'anthony.minor@kingcounty.gov'; Adams, Richard M -Rich -
Transmission; Hisayasu, Ray - Transmission; Boyer, Jennifer A; 'Porter,Jeffrey E (BPA) -
TFNC-SNOHOMISH'; Gregorius, Vic -Quanta
Subject: Maloney Ridge / Sobiesky safety notification

Maloney Ridge and Sobiesky customers,

As has been discussed over the past year, the safety of our employees is of the utmost importance and the weather/terrain on Maloney Ridge and Sobiesky pose serious safety concerns in the winter months. While we strive to provide the highest level of service with minimal outage impacts, PSE and Potelco will not be responding to cable failures at night during the winter months. We will assess each outage event on a case by case basis keeping in mind the safety of our employees and service to your facilities and will communicate to you all the status of the repairs. We appreciate your understanding of the situation and for allowing PSE to continue service to your facilities

Jason Sanders
PSE Manager, Business Services
25-462-3397 tel
425-766-1607 cell

355 110th Avenue NE, EST-11E
Bellevue, Wa 98004

Shannon Kimmel

From: Sanders, Jason <jason.sanders@pse.com>
Sent: Tuesday, April 23, 2013 9:45 AM
To: 'rob.dutcher@ftr.com'; 'dlorenz@stratainc.com'; 'anthony.minor@kingcounty.gov'
Cc: Markos, Andy; Adams, Richard M -Rich - Transmission; Boyer, Jennifer A; Reed, Molly K
Subject: Maloney Ridge (response required)
Attachments: image001.jpg

Importance: High

Rob, Denise and Tony,

I appreciate your taking my call today (Tony, left voicemail) and per the conversation, we are quickly approaching a critical milestone for the Maloney Ridge replacement project. To meet a 2014 construction schedule, I need an answer no later than May 3rd from Strata, King County and Frontier directing PSE to proceed with the permitting request to perform construction in the Summer of 2014. Specifically, the permitting process with the U.S. Forestry Service (including engineering design and appropriate permitting paperwork) must be delivered to the Forest Service by June 1st, 2013. This will generate a Decision Memo allowing PSE to move forward in 2014. If the documentation is not delivered to the Forest Service by June 1st, construction will not be allowed in 2014 and expectations for future construction should be based on a minimum two year schedule (one year for permitting, the next year for construction).

The main areas for consideration are as follows:

1. PSE recommends replacing the 4 worst cables
2. The remaining cable segments will need to be replaced at a future date
3. Forest Service drop date for submittal of the permitting request is 6/1/13
4. An Engineering Services Agreement will be created for the replacement of the 4 cables that will need to be reviewed and signed by the customers. This will take place after the May 3rd decision date.
5. PSE is willing to work with the customers on a payment plan for project related costs

The Maloney Ridge system is failing and future outage events will become more frequent and longer in duration. Field conditions during the winter will limit Potelco crews ability to make emergency outage repairs due to safety issues resulting in longer outage durations for the customers. We appreciate your partnership and look forward to improving the reliability of this system serving you.

Sincerely,

Jason Sanders
Major Accounts Executive

425.462.3397 (tel)
425.766.1607 (cell)
355 110th Street NE EST-11E
Bellevue, WA 98004

SERVICE AGREEMENT

This Agreement, dated as of this 20 day of September 1994, 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.

AGREEMENT

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 customer's 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 customer's point of delivery to the second customer's 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.

Operating costs shall include any repair and maintenance costs incurred by Puget pursuant to Section 3 above, and costs in connection with securing or maintaining operating rights.

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, for 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.

Puget Sound Power & Light Company

By: *Elizabeth A. Edwards*
 Name: Elizabeth A. Edwards
 Its: Vice President
 Date: 9/14/94

By: *[Signature]*
 Name: JOHN P. O'BRYEN
 Its: GENERAL MANAGER
 Date: 9/20/94

FORM APPROVED

REPTA
Attorney

Date 9/13/94

SERVICE AGREEMENT

This Agreement, dated as of this 12 day of December, 1994, 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.

AGREEMENT

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 customer's 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 customer's point of delivery to the second customer's 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.

Operating costs shall include any repair and maintenance costs incurred by Puget pursuant to Section 3 above, and costs in connection with securing or maintaining operating rights.

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, for 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.

Burlington Northern Railroad

Puget Sound Power & Light Company

By: *Russell J. Frazier*
 Name: Russell J. Frazier
 Its: Manager Signal Mtc
 Date: Dec. 27, 1994

By: *Kevin P. Owens*
 Name: KEVIN P. OWENS
 Its: GENERAL MANAGER
 Date: 1/3/95

SERVICE AGREEMENT

This Agreement, dated as of this 29 day of MARCH, 1995, 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.

AGREEMENT

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 customer's 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 customer's point of delivery to the second customer's 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.

Operating costs shall include any repair and maintenance costs incurred by Puget pursuant to Section 3 above, and costs in connection with securing or maintaining operating rights.

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, for 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.

King County

Puget Sound Power & Light Company

By: *Danna R Nolan*

By: *Wayne H. Hopman*

Name: Danna R Nolan

Name: Wayne H. Hopman

Its: _____

Its: General Manager - North King

Date: 3/22/95

Date: March 29, 1995

SERVICE AGREEMENT

This Agreement, dated as of this 16 day of June, 1995, 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 Agreement, 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.

AGREEMENT

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 the customer's 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).

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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

Operating costs shall include any repair and maintenance costs incurred by Puget pursuant to Section 3 above, and costs in connection with securing or maintaining operating rights.

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 customer's receipt of the invoice. A customer no longer receiving electrical service from Puget through 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. 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.

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, for 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.

MALONEY RIDGE USERS ASSOCIATION

PUGET SOUND POWER LIGHT CO

By: David R Jones

By: Wayne H. Hopman

Name DAVID R JONES

Name WAYNE H. HOPMAN

Its: President, Maloney Ridge Electric Users Association

Its: GENERAL MANAGER North King Division

Date: 06 June 1995

Date: JUNE 12, 1995



Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

August 21, 2013

Gregory Britz
BNSF Railway

Tim Dougherty
Frontier Communications

Ron Sallabedra
AT&T

Gloria Atchison
Bonneville Power Administration

Shirley Vangen
Verizon Wireless

Anthony Minor
King County

Dear Gregory, Gloria, Tim, Shirley, Ron and Anthony:

Thank you for your letter of July 1, 2013, regarding degraded service to customers via PSE's Maloney Ridge line.

As you know, PSE has been meeting with you or your colleagues periodically since August 2012 to address Maloney Ridge line. PSE values having a good working relationship with its customers and hopes to reach a mutually satisfactory resolution concerning the Maloney Ridge line. I think that we can all agree that the Maloney Ridge line presents some very unique challenges, and PSE welcomes further discussions to address those challenges.

As your letter notes, PSE originally constructed the Maloney Ridge line under an agreement dated September 23, 1971, with General Telephone Company ("GTE") to serve a GTE microwave station. Under this agreement, GTE paid to construct this line through a remote section of the Snoqualmie National Forest, and agreed to pay all costs to repair and maintain the line. PSE required these terms to ensure that the Maloney Ridge line was not, and did not become, a burden on its other customers. Indeed, but for GTE's agreement to pay for the construction of the line and all repair and maintenance costs, the line would not have been economically feasible and would have never been constructed. This remains true to this day.

The Maloney Ridge line is currently maintained under Service Agreements between PSE and the four customers taking service from the line, dated September 20, 1994, December 12, 1994, March 29, 1995, and June 6, 1995. Under these Service Agreements, the customers continue to be responsible for all repair and maintenance costs based on the economic feasibility provisions of Schedule 85 to PSE's Tariff G. And again, if the customers do not pay for the all maintenance, repair and reconstruction costs, the Maloney Ridge line would become economically unfeasible.

During our meetings over the past year, PSE understood that the customers receiving service from the line did not want the Maloney Ridge line to be replaced; instead, the customers preferred to keep paying PSE for repair and maintenance services despite the frequent service reliability issues. PSE frankly would prefer not to repair and maintain the Maloney Ridge line given its remote location and difficult weather. Nonetheless, PSE considered the matter resolved with your request for continued maintenance and repair services.

Your July 1 letter takes a different position. After noting service reliability issues and repair costs of approximately \$200,000 in 2012 alone, the users of the Maloney Ridge line write that PSE's other customers should pay to replace the Maloney Ridge line through a general rate increase. You then offer to make a joint submission with PSE to seek approval from the Washington Utilities and Transportation Commission for a general rate increase that would be paid by other PSE customers but would serve the specific purpose of improving service to Maloney Ridge and reducing your maintenance and repair costs. PSE does not believe this is a feasible approach for several reasons.

First, PSE does not think that the Commission will agree with your belief that PSE cannot charge the customers served by the Maloney Ridge line with the capital costs of replacing the line. Instead, PSE thinks that any such proposal will be viewed by the Commission as an unfair attempt to shift the significant costs of replacing of a line through a remote section of the Snoqualmie National Forest to other PSE customers that do not require this unique service.

Second, PSE does not think that the Commission will agree with your statement that requiring the customers using the Maloney Ridge line to pay for the replacement of the Maloney Ridge line constitutes rate discrimination. Again, the Maloney Ridge line is very different than the service provided to other PSE customers, because the electric load does not support the investment necessary to operate, maintain and/or repair the Maloney Ridge line without your financial commitments under the Service Agreements.

Third, it appears that the leases for the facilities served by the Maloney Ridge line have expired. This creates further uncertainty that PSE believes that the Commission would consider when deciding the economic feasibility of replacing the Maloney Ridge line.

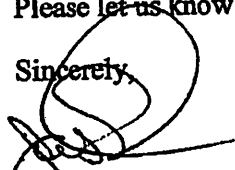
Finally, at some point, proper maintenance and repair under the Service Agreement will likely require entire segments of the line to be replaced. PSE believes that the Commission will view the Service Agreements as authorizing PSE to reconstruct the Maloney Ridge line as maintenance and repair services under the Service Agreement, and to charge those costs to the customers taking service from the Maloney Ridge line.

PSE remains willing to work with you to address the Maloney Ridge line to find a workable solution and proposed five different options to spread out your capital costs over time. Those options ranged from replacing the entire line with an agreement that spreads your capital costs over a five-year period to four different plans that would spread your capital costs over time by prioritizing the replacement of particular segments of the Maloney Ridge line. You also raised the possibility of installing and maintaining your own line with PSE providing service to a primary meter at the bottom of Maloney Ridge.

If pursuing these potential alternatives is not acceptable to you, then PSE agrees that the issue should be resolved by the Commission. The Commission will then have an opportunity to determine if it is even economically feasible to reconstruct the Maloney Ridge line, and if so, whether the reconstruction should be paid for by the customers receiving service from the Maloney Ridge line or a general rate increase for PSE's other customers.

Again, we would welcome another opportunity to meet and discuss how to move forward. Please let us know if such a meeting also interests you.

Sincerely,



Jason Sanders
Business Services Manager
Puget Sound Energy
425-462-3397 Phone
425-462-3355 Fax
jason.sanders@pse.com



Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

August 21, 2013

Gregory Britz
BNSF Railway

Gloria Atchison
Bonneville Power Administration

Tim Dougherty
Frontier Communications

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Verizon Wireless

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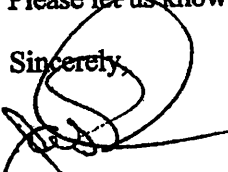
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Again, we would welcome another opportunity to meet and discuss how to move forward. Please let us know if such a meeting also interests you.

Sincerely,



Jason Sanders
Business Services Manager
Puget Sound Energy
425-462-3397 Phone
425-462-3355 Fax
jason.sanders@pse.com

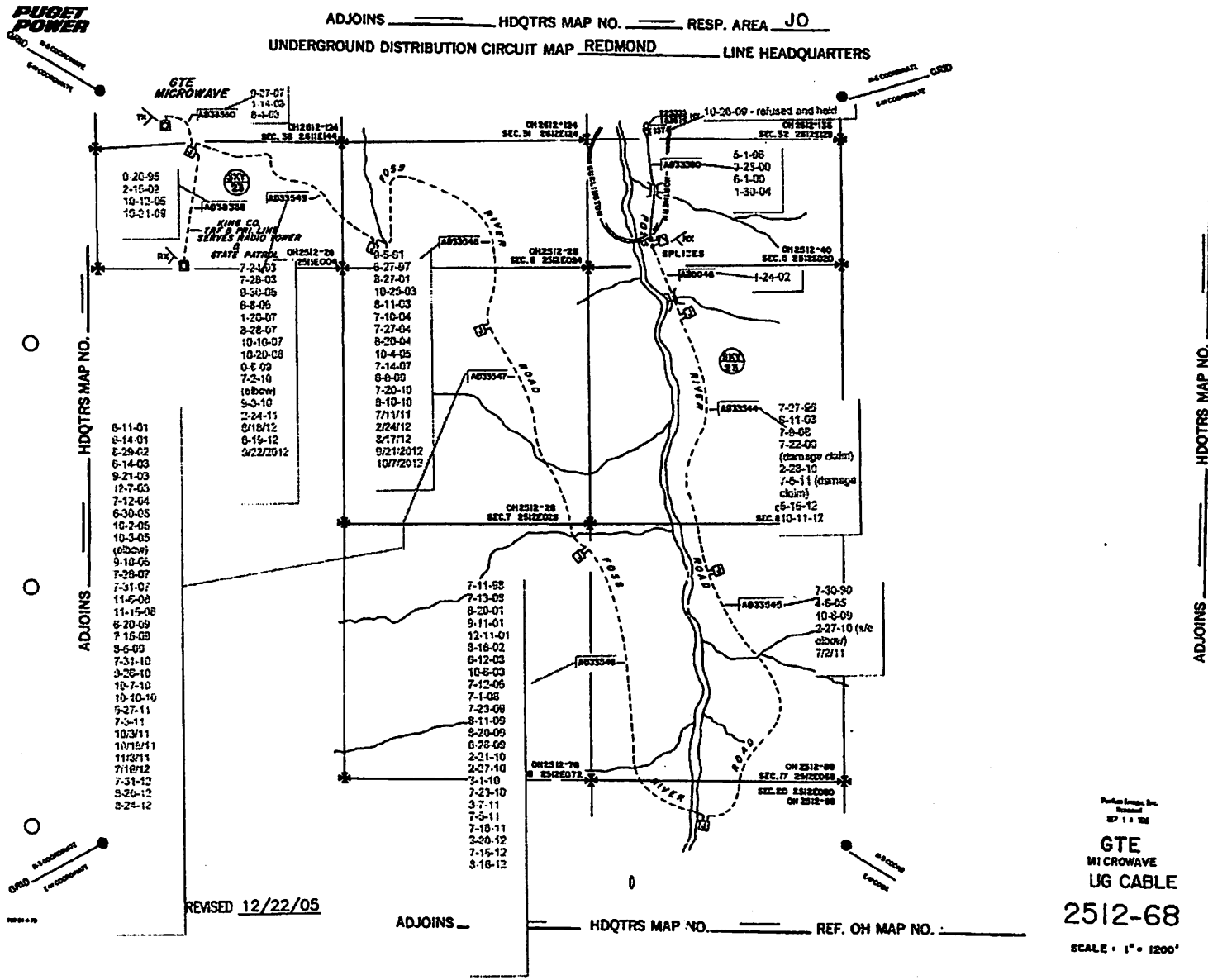
Maloney Ridge Maintenance Estimates

| | Total Maintenance Cost | 2013 Costs | 2014 Costs |
|--|------------------------|------------|-------------|
| Silicon Injection to Sobiesky cable and install new poly cable whole project | \$8,100,000 | \$810,000 | \$7,290,000 |
| Silicon Injection to Sobiesky cable and install new poly cable down to Foss River Bridge | \$7,400,000 | \$740,000 | \$6,660,000 |
| Replace 4 worst cable Segments (33546,33547,33548,33549) | \$4,200,000 | \$420,000 | \$3,780,000 |
| Install new cable from Foss River Bridge to OH pole past BNSF | \$2,100,000 | \$210,000 | \$1,890,000 |
| Replace cables to Maloney and Sobieski (33550, 38338) | \$3,200,000 | \$320,000 | \$2,880,000 |
| Build System above ground (OH) | \$2,200,000 | \$220,000 | \$1,980,000 |
| Generator | \$700,000 | \$140,000 | \$560,000 |

| Customer Spills |
|--|
| BNSF - 6.62% |
| Maloney Ridge Users Association - 31.57% |
| Frontier - 31.57% |
| King County - 30.24% |

| Assumptions: | Risk/Assumptions: | Risk/Assumptions: | Risk/Assumptions: | Assumptions: | Assumptions: | Assumptions: |
|---|---|---|---|---|---|---|
| Decision Memo from Forest Service | Decision Memo from Forest Service | Decision Memo from Forest Service | Decision Memo from Forest Service | Decision Memo from Forest Service | Decision Memo from Forest Service | Decision Memo from Forest Service |
| Least cost trenching method | Least cost trenching method | Least cost trenching method | Least cost trenching method | Least cost trenching method | Least cost trenching method | Least cost trenching method |
| Can cut down center of road | Can cut down center of road | Can cut down center of road | Can cut down center of road | Can cut down center of road | Can cut down center of road | Can cut down center of road |
| Can clean current splices to inject silicon | Can clean current splices to inject silicon | Can clean current splices to inject silicon | Can clean current splices to inject silicon | Can clean current splices to inject silicon | Can clean current splices to inject silicon | Can clean current splices to inject silicon |
| Assumes neutral is still good | Assumes neutral is still good | Assumes neutral is still good | Assumes neutral is still good | Assumes neutral is still good | Assumes neutral is still good | Assumes neutral is still good |
| Assumes replacement of 77 culverts | Assumes replacement of 77 culverts | Assumes replacement of 77 culverts | Assumes replacement of 77 culverts | Assumes replacement of 77 culverts | Assumes replacement of 77 culverts | Assumes replacement of 77 culverts |
| 100% road grade | 100% road grade | 100% road grade | 100% road grade | 100% road grade | 100% road grade | 100% road grade |
| Not Included: | Not Included: | Not Included: | Not Included: | Not Included: | Not Included: | Not Included: |
| Influences on cost: | Influences on cost: | Influences on cost: | Influences on cost: | Influences on cost: | Influences on cost: | Influences on cost: |
| Customers to share Cost | Customers to share Cost | Customers to share Cost | Customers to share Cost | Customers to share Cost | Customers to share Cost | Customers to share Cost |
| King County | King County | King County | King County | King County | King County | King County |

25126058_11Maloney1 (For: #H/NOK, %20CEK, %20EKG, %20KIT, %20Planning, %20Area, Jenn's %20Staff, %20NOK/Outage, %20Map, %2012/25/2008, 11Maloney1.cpl)



- ADJOINS _____ HDQTRS MAP NO. _____
- 0-20-95
 - 2-15-02
 - 10-13-05
 - 10-21-09
 - 7-24-03
 - 7-28-03
 - 8-30-05
 - 8-8-09
 - 1-20-07
 - 3-28-07
 - 10-10-07
 - 10-20-08
 - 0-E-09
 - 7-2-10
 - (obow)
 - 9-3-10
 - 2-24-11
 - 9/18/12
 - 8-15-12
 - 3/22/2012
 - 8-11-01
 - 8-14-01
 - 8-29-02
 - 6-14-03
 - 9-21-03
 - 12-7-03
 - 7-12-04
 - 6-30-05
 - 10-2-06
 - 10-3-05
 - (obow)
 - 9-10-06
 - 7-28-07
 - 7-31-07
 - 11-6-08
 - 11-15-08
 - 8-20-09
 - 7-15-09
 - 9-6-09
 - 7-31-10
 - 9-25-10
 - 10-7-10
 - 10-10-10
 - 5-27-11
 - 7-3-11
 - 10/3/11
 - 10/19/11
 - 11/2/11
 - 7/16/12
 - 7-31-12
 - 5-20-12
 - 8-24-12

- 9-5-01
- 8-27-07
- 8-27-04
- 10-29-03
- 8-11-03
- 7-10-04
- 7-27-04
- 8-20-04
- 10-4-05
- 7-14-07
- 8-6-09
- 7-20-10
- 8-10-10
- 7/1/11
- 2/24/12
- 2/7/12
- 9/21/2012
- 10/7/2012
- 7-11-02
- 7-13-02
- 8-20-01
- 9-11-01
- 12-11-01
- 8-18-02
- 6-12-03
- 10-6-03
- 7-12-06
- 7-1-08
- 7-23-08
- 8-11-09
- 9-20-09
- 0-28-09
- 2-21-10
- 2-27-10
- 3-1-10
- 7-23-10
- 3-7-11
- 7-5-11
- 7-10-11
- 3-20-12
- 7-15-12
- 3-18-12
- 5-1-08
- 3-25-00
- 6-1-00
- 1-30-04
- 1-24-02
- 7-27-05
- 2-11-03
- 7-8-02
- 7-22-00
- (damage claim)
- 2-23-10
- 7-6-11 (damage claim)
- 5-15-12
- 10-11-12
- 7-30-90
- 4-6-05
- 10-8-09
- 2-27-10 (u/e obow)
- 7/2/11

October 30th, Maloney Ridge / Sobiesky Customer Meeting Minutes

Attendees:

| | |
|--|---|
| Ed Schild, PSE Director Electric Operations | Jason Sanders, PSE Major Accounts Exec. |
| Rich Adams, PSE Sr. Electric Engineer | Mark Soetenga, Potelco VP Operations |
| Lynn Logen, PSE Supervisor Tariffs | Rob Dutcher, Frontier |
| Jennifer Boyer, PSE Supervisor Engineering | Jeff Porter, BPA |
| Gloria Atchison, BPA Region Resource. Spec. | Adelmo de la Cruz, BPA District Manager |
| Tony Minor, KC Manager Radio Comm. (call in) | David Wiegele, AT&T Field Tech (call in) |
| Denise Lorenz, Strata Inc. (call in) | Ron Sallabredra, AT&T Field Ops Mgr (call in) |
| Michelle Bacon, BNSF (call in) | |

Agenda:

- **Introductions - Sanders**
- **Maloney Ridge / Sobiesky outage history - Boyer**

Mark and Jenny shared PSE and Potelco's safety concerns associated with accessing the site. The number of outages has been increasing over the years and it's anticipated the frequency and duration will continue to increase. Weather, environmental conditions, age and cable splices degrade system reliability and without a replacement of the system, the cables will ultimately fail and service will not be provided. Weather and snow make it increasingly difficult to respond to outages. A system map showing outages to date has been distributed to the group.

- **Customer contingency plans - Boyer**

Customers discussed contingency plans including maintenance, generators and equipment such as snow cats for clearing roads and providing restoration support.

AT&T maintains the generator for all the companies in the Maloney Ridge Association. They have a 3000 gallon fuel tank for their diesel generator (last till late spring / early summer). They have a snow cat and equipment that may be available to assist in restoration efforts.

BNSF has snow cats and can assist with road clearing but coordination must be made through the Forest Service.

King County has a 5000 gallon fuel tank for their diesel generator on standby at Sobiesky that should last 2.5-3 months. WADOT has snow cats, road clearing equipment and a helicopter they could use if needed for restoration. They are located on Sobiesky which is higher elevation than Maloney. It is typically not accessible by vehicle until after July 4th.

Frontier has a 1500 gallon diesel generator and a snow cat located in Monroe that could be used for road clearing.

- **Outage communication plans - Sanders**

Jason will create a customer contact sheet to be used for communications amongst all customers. The group agreed to review the contact list (attached) and provide a prioritized company / agency contact to be notified in the event of an outage. The preferred method would be to provide a 24x7 emergency number. This list can be utilized for all scheduled and non-scheduled outage notifications. Please forward all outage communication information to Jason.

- **Discussion of options for continued service of the electrical system - Soetenga**

This coming winter is of real concern to PSE and Potelco. The snow creates tremendous difficulty in locating direct buried cable faults. Meetings will be scheduled in the near future to identify options for system upgrades. The group voiced that system upgrade/improvement costs need to be shared as soon as possible so that budgets could be established.

The Service Agreements were discussed and Lynn noted that financing arrangements would be considered and communicated to the customers. Please contact Jason if you need a copy of your Service Agreement.

Permitting was identified as a significant scheduling impact and a permitting meeting will be held in late November / early December with customers to identify ways to expedite this process. Support from the Forest Service and other agencies will be needed.

PSE and Potelco have appointed a Project Manager to oversee the project and construction meetings will be scheduled with customers in the near future to address scope, schedule and costs associated with reliability options under consideration for the 8.5 miles of direct bury cable. Mark Soetenga cautioned the group about providing estimates but an estimate without taking into consideration permitting could be \$3M-\$4M and the number could be firmed up in future meetings. Estimates will be provided as a percentage of the customer ownership and the details of deferred payments will be provided. Options will be considered for replacing the whole system and replacing sections of the system.

Please notify Jason if there are other individuals or agencies (WSP, Forest Service, etc), that need to be added to the communication plan or distribution list.

- **Customer cost split by percentage**

A request was made during the meeting to outline the customer costs split by percentage. Jennifer Boyer has provided the following information based on cable lengths serving each customer. Please contact Jennifer if you have any questions or need further clarification regarding the cost split.

| | | |
|--|----------------------------|-----------------|
| BNSF (at the bottom of the mountain) | | 6.62% |
| Maloney Ridge Users (on Maloney Ridge) | | 31.57% |
| | % of Maloney Users charges | % of total cost |
| BNSF | 22.66% | 7.15% |
| AT&T | 28.69% | 9.06% |
| Verizon Wireless | 34.77% | 10.98% |
| BPA | 13.89% | 4.38% |
| Frontier (on Maloney Ridge) | | 31.57% |
| King County (on Sobiesky Mountain) | | 30.24% |

We appreciate your support and partnership in these efforts. Please contact me if you have any questions or edits to the meeting minutes and I will be in touch soon as additional meetings and communications are planned.

Jason Sanders
Major Account Executive
PUGET SOUND ENERGY
425.462.3397 tel
425.766.1607 cell
10885 NE 4th Street PSE-11N
Bellevue, WA 98004-5591
www.pse.com

November 29th, Maloney Ridge / Sobiesky Customer Meeting Minutes

| | |
|--|--|
| Jason Sanders, PSE Major Accounts Exec. | Rob Dutcher, Frontier (call in) |
| Rich Adams, PSE Sr. Electric Engineer | Shirley Vangen, Verizon (call in) |
| Dave Schumacher, Quanta Engineer | Denise Lorenz, Strata Inc. (call in) |
| Andy Markos, PSE Land Planning (call in) | Tony Minor, KC Manager Radio Comm. (call in) |
| Molly Reed, PSE Project Manager | Dalen Wintermute, BNSF (call in) |
| Jeff Talley, BNSF (call in) | Michael Murphy, BNSF (call in) |

Greg Britts, BNSF (call in)

Jason kicked off the meeting with introductions. Andy (PSE Land Planning) discussed the permitting process and outlined the 3 levels of permitting: 1) Decision Memo, 2) Environmental Analysis and 3) Environmental Impact Statement. Andy is hopeful that most of the work on Maloney and Sobiesky can be performed under a Decision Memo (easiest level of permitting). Permitting options #2 and #3 may have significant timing impacts as the weather and lengthy process could cause significant delays to the construction schedule. Andy is moving forward with the permitting process and will keep the team posted of the progress.

Greg raised concern that he thought this meeting was to discuss construction options and costs. Jason noted the meeting on October 30th covered this topic (see meeting minutes below). Rich highlighted the original construction in 1972 and cited the customer agreements. Tony asked that all customers carefully review their original agreements, PSE Schedule 85 and disputed the interpretation of repair/maintenance versus replacement of the system. The PSE/Quanta representatives stated that a phased approach is under review and all options and payment arrangements are being considered.

Next Steps:

- 1) Send revisions of the customer contact list (attached) to Jason. Contacts for Jeff, Michael, Dalen and Greg are needed for BNSF.
- 2) Review the 11/29/12 meeting minutes and let Jason know if there are any edits.
- 3) Molly, Dave, Rich and Jenny (PSE/Quanta) will finalize options and estimates and will distribute to the distribution list.

October 30th, Maloney Ridge / Sobiesky Customer Meeting Minutes

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| | |
|--|---|
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| Rich Adams, PSE Sr. Electric Engineer | Mark Soetenga, Potelco VP Operations |
| Lynn Logen, PSE Supervisor Tariffs | Rob Dutcher, Frontier |
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| Cable # | Footage | Date | Year | I-# | Cost | Comments |
|------------|---------|------------|------|------|-----------|----------|
| 33550 | | 9/27/2007 | 2007 | 9152 | \$ 8,000 | |
| Year | 1988 | 1/14/2008 | 2008 | 9191 | \$ 14,200 | |
| Size | 1000 | 8/4/2008 | 2008 | 4594 | \$ 7,800 | |
| 38338 | | 6/20/1995 | 1995 | | | |
| Year | 1988 | 2/15/2002 | 2002 | 8942 | \$ 8,900 | |
| Size | 13200 | 10/12/2006 | 2006 | 5846 | \$ 7,800 | |
| along road | | 10/22/2009 | 2009 | 9462 | \$ 14,198 | |
| 33549 | | 7/24/1993 | 1993 | | | |
| Year | 1988 | 7/28/2003 | 2003 | 1055 | \$ 5,500 | |
| Size | 4752 | 9/30/2005 | 2005 | 4728 | \$ 9,500 | |
| | | 8/8/2006 | 2006 | 1806 | \$ 11,000 | |
| | | 1/20/2007 | 2007 | 1901 | \$ 20,000 | |
| | | 8/28/2007 | 2007 | 7322 | \$ 8,300 | |
| | | 10/10/2007 | 2007 | 1183 | \$ 8,800 | |
| | | 10/20/2008 | 2008 | 2971 | \$ 6,600 | |
| | | 9/5/2009 | 2009 | 5331 | \$ 10,524 | |
| | | 9/30/2010 | 2010 | 4504 | \$ 6,918 | |
| | | 2/24/2011 | 2011 | 9816 | \$ 52,394 | |
| | | 7/25/2012 | 2012 | 5107 | | |
| | | 8/8/2012 | 2012 | 6066 | | |
| | | 8/18/2012 | 2012 | 6691 | | |
| | | 8/19/2012 | 2012 | 6751 | | |
| 33548 | | 9/5/1991 | 1991 | | | |
| Year | 1988 | 6/27/1997 | 1997 | | | |
| Size | 5300 | 8/27/2001 | 2001 | 3610 | \$ 7,200 | |
| | | 10/25/2003 | 2003 | 7042 | \$ 7,600 | |
| | | 8/11/2003 | 2003 | 1852 | \$ 8,200 | |
| | | 7/10/2004 | 2004 | 4013 | \$ 16,400 | |
| | | 7/27/2004 | 2004 | 5067 | \$ 6,100 | |
| | | 8/20/2004 | 2004 | 6626 | \$ 7,600 | |
| | | 10/4/2005 | 2005 | 5000 | \$ 8,800 | |
| | | 7/14/2007 | 2007 | 4068 | \$ 9,500 | |
| | | 6/8/2009 | 2009 | 6223 | \$ 8,200 | |
| | | 7/20/2010 | 2010 | 7591 | \$ 7,035 | |
| | | 8/10/2010 | 2010 | 9344 | \$ 9,374 | |
| | | 9/21/2010 | 2010 | 3787 | \$ 8,507 | |
| | | 7/11/2011 | 2011 | 9892 | \$ 7,536 | |
| | | 2/23/2012 | 2012 | 4282 | \$ 7,189 | |
| | | 7/24/2012 | 2012 | 5047 | | |
| | | 8/17/2012 | 2012 | 6656 | | |
| 33547 | | 8/11/2001 | 2001 | 2505 | \$ 10,195 | |
| Year | 1988 | 9/14/2001 | 2001 | 4584 | \$ 3,320 | |
| Size | 6336 | 8/29/2002 | 2002 | 1147 | \$ 10,100 | |
| | | 6/14/2003 | 2003 | 7365 | \$ 2,300 | |
| | | 9/21/2003 | 2003 | 4268 | \$ 4,000 | |
| | | 12/7/2003 | 2003 | | | |

| | | | | |
|------------|------|------|----|--------|
| 7/12/2004 | 2004 | 4202 | \$ | 7,200 |
| 6/30/2005 | 2005 | 7392 | \$ | 8,400 |
| 10/2/2005 | 2005 | 4807 | \$ | 9,400 |
| 9/10/2006 | 2006 | 3968 | \$ | 9,000 |
| 7/29/2007 | 2007 | 5233 | \$ | 7,800 |
| 7/31/2007 | 2007 | 5402 | \$ | 5,400 |
| 11/6/2008 | 2008 | 4460 | \$ | 9,400 |
| 11/14/2008 | 2008 | 5390 | \$ | 11,000 |
| 6/20/2009 | 2009 | 7349 | \$ | 9,800 |
| 8/6/2009 | 2009 | 2807 | \$ | 8,973 |
| 7/31/2010 | 2010 | 8486 | \$ | 12,812 |
| 9/26/2010 | 2010 | 4240 | \$ | 12,789 |
| 10/7/2010 | 2010 | 4897 | \$ | 7,938 |
| 10/10/2010 | 2010 | 5125 | \$ | 12,544 |
| 5/11/2011 | 2011 | 6004 | \$ | 19,312 |
| 5/27/2011 | 2011 | 7050 | \$ | 19,873 |
| 7/3/2011 | 2011 | 9380 | \$ | 10,455 |
| 10/3/2011 | 2011 | 7188 | \$ | 8,226 |
| 10/18/2011 | 2011 | 8211 | \$ | 9,500 |
| 11/4/2011 | 2011 | 9378 | \$ | 6,809 |
| 7/19/2012 | 2012 | 4620 | | |
| 7/31/2012 | 2012 | 5429 | | |
| 8/20/2012 | 2012 | 6819 | | |

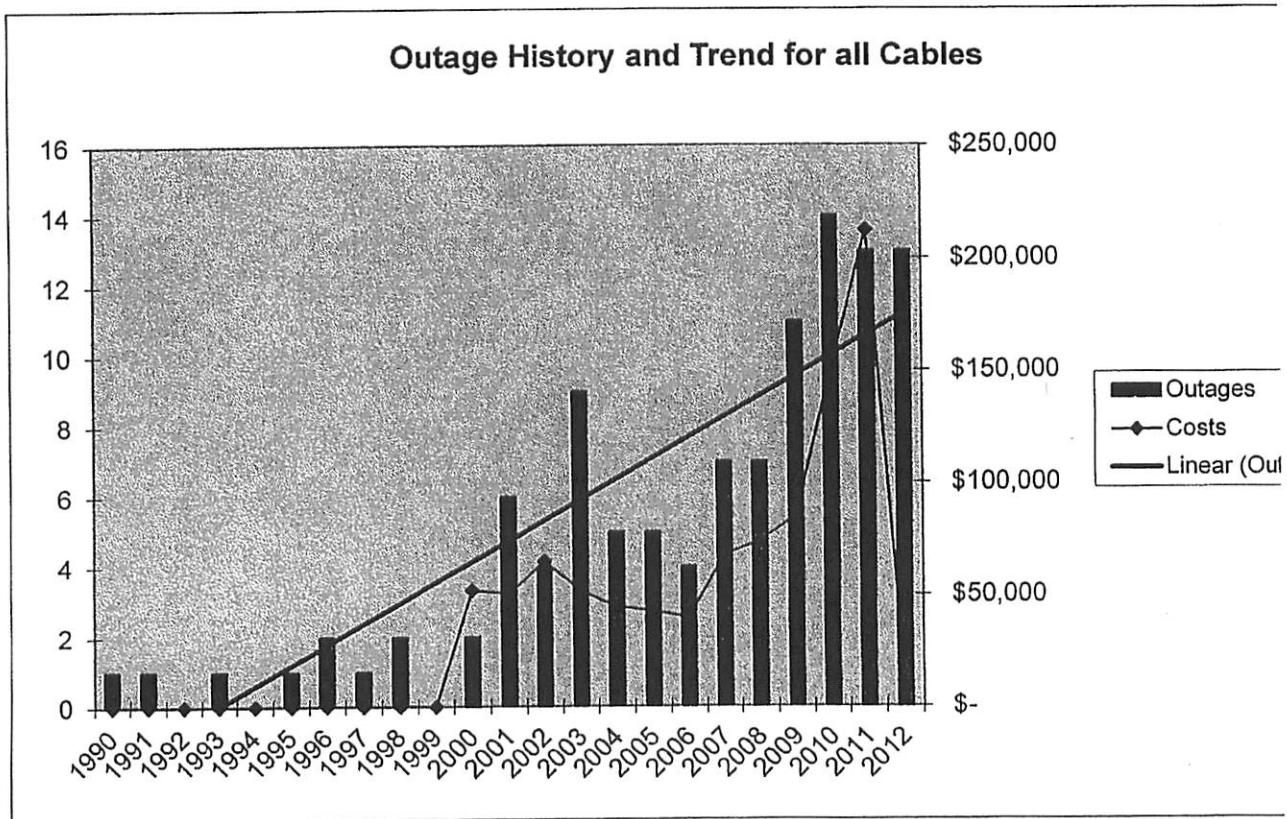
| | | | | | |
|-------|------|------------|------|------|-----------|
| 33546 | | 7/11/1998 | 1998 | | |
| Year | 1988 | 7/13/1998 | 1998 | | |
| Size | 5800 | 8/20/2001 | 2001 | 2971 | \$ 8,200 |
| | | 9/11/2001 | 2001 | 4457 | \$ 7,400 |
| | | 12/11/2001 | 2001 | 5504 | \$ 14,333 |
| | | 8/16/2002 | 2002 | 9457 | \$ 4,200 |
| | | 6/12/2003 | 2003 | 7287 | \$ 11,100 |
| | | 10/6/2003 | 2003 | 5059 | \$ 6,500 |
| | | 7/12/2006 | 2006 | 8789 | \$ 11,900 |
| | | 7/1/2008 | 2008 | 2026 | \$ 14,000 |
| | | 7/23/2009 | 2009 | 1330 | \$ 5,432 |
| | | 8/11/2009 | 2009 | 3288 | \$ 8,365 |
| | | 8/20/2009 | 2009 | 4155 | \$ 5,654 |
| | | 8/26/2009 | 2009 | 4533 | \$ 4,206 |
| | | 2/21/2010 | 2010 | 4049 | \$ 10,571 |
| | | 3/1/2010 | 2010 | 4618 | \$ 9,629 |
| | | 7/22/2010 | 2010 | 7842 | \$ 12,634 |
| | | 9/2/2010 | 2010 | 2393 | \$ 7,258 |
| | | 9/11/2010 | 2010 | 2995 | \$ 10,870 |
| | | 3/8/2011 | 2011 | 1935 | \$ 33,952 |
| | | 7/5/2011 | 2011 | 9467 | \$ 8,724 |
| | | 7/16/2011 | 2011 | 1331 | \$ 10,221 |
| | | 11/13/2011 | 2011 | 1083 | \$ 12,087 |
| | | 7/16/2012 | 2012 | 4422 | |
| | | 8/18/2012 | 2012 | 6691 | |

33390 5/1/1996 1996

| | | | | | |
|---|-------|-----------|------|---------|--------|
| Year | 1988 | 3/23/2000 | 2000 | \$ | 52,140 |
| Size | 2112 | 6/1/2000 | 2000 | x | |
| | | 1/30/2004 | 2004 | 5937 \$ | 7,500 |
| 8046 | | 1/24/2002 | 2002 | 7974 \$ | 41,800 |
| Year ? | | 7/15/2009 | 2009 | 9623 \$ | 4,500 |
| Size | 1584 | | | | |
| 33544 | | 7/27/1996 | 1996 | | |
| Year | 1999 | 6/11/2003 | 2003 | 7235 \$ | 6,800 |
| Size | 6336 | 7/9/2008 | 2008 | 2708 \$ | 11,000 |
| | | 5/16/2012 | 2012 | 9439 | |
| 33545 | | 7/30/1990 | 1990 | | |
| Year | 1988 | 4/6/2005 | 2005 | 1990 \$ | 6,800 |
| Size | 5808 | 10/8/2009 | 2009 | 7958 \$ | 5,405 |
| | | 2/28/2010 | 2010 | 4535 \$ | 21,982 |
| | | 7/2/2011 | 2011 | 9320 \$ | 13,070 |
| Total Footage | 52228 | | | | |
| Total footage of worst cables (33546, 47, 48) | 17436 | | | | |

Total Outages

109



13200

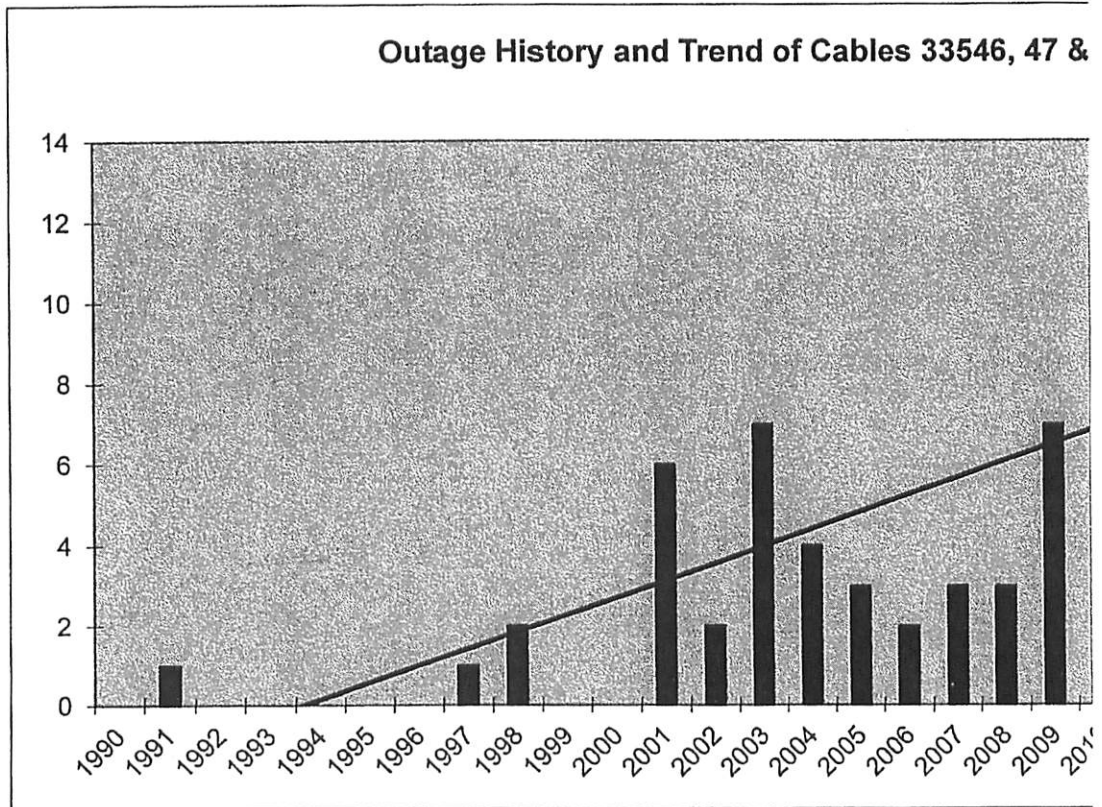
| Outage history for all cables | | | | | Outage his |
|---|----------------|--------------|---------------------|--|----------------|
| Year | Outage by year | cost by year | avg cost per outage | | Outage by year |
| 1990 | 1 | \$ - | | | 0 |
| 1991 | 1 | \$ - | | | 1 |
| 1992 | 0 | \$ - | | | 0 |
| 1993 | 1 | \$ - | | | 0 |
| 1994 | 0 | \$ - | | | 0 |
| 1995 | 1 | \$ - | | | 0 |
| 1996 | 2 | \$ - | | | 0 |
| 1997 | 1 | \$ - | | | 1 |
| 1998 | 2 | \$ - | | | 2 |
| 1999 | 0 | \$ - | | | 0 |
| 2000 | 2 | \$ 52,140 | \$ 26,070 | | 0 |
| 2001 | 6 | \$ 50,648 | \$ 8,441 | | 6 |
| 2002 | 4 | \$ 65,000 | \$ 16,250 | | 2 |
| 2003 | 9 | \$ 52,000 | \$ 5,778 | | 7 |
| 2004 | 5 | \$ 44,800 | \$ 8,960 | | 4 |
| 2005 | 5 | \$ 42,900 | \$ 8,580 | | 3 |
| 2006 | 4 | \$ 39,700 | \$ 9,925 | | 2 |
| 2007 | 7 | \$ 67,800 | \$ 9,686 | | 3 |
| 2008 | 7 | \$ 74,000 | \$ 10,571 | | 3 |
| 2009 | 11 | \$ 85,257 | \$ 7,751 | | 7 |
| 2010 | 14 | \$ 150,861 | \$ 10,776 | | 12 |
| 2011 | 13 | \$ 212,402 | \$ 16,339 | | 11 |
| 2012 | 13 | 7189 | \$ 553 | | 8 |
| | 109 | | | | 72 |
| percentage of outages for Maloney Ridge | | | | | 66% |

| Sum of Cost | |
|-------------|-------|
| Year | Total |
| 1990 | |
| 1991 | |
| 1993 | |
| 1995 | |
| 1996 | |

| | |
|--------------------|---------------|
| 1997 | |
| 1998 | |
| 2000 | 52140 |
| 2001 | 50648 |
| 2002 | 65000 |
| 2003 | 52000 |
| 2004 | 44800 |
| 2005 | 42900 |
| 2006 | 39700 |
| 2007 | 67800 |
| 2008 | 74000 |
| 2009 | 85257 |
| 2010 | 150861 |
| 2011 | 212402 |
| 2012 | 7189 |
| Grand Total | 944697 |

| Accessories | | | | |
|-------------|-------|-------|------|-----------|
| Date | Cable | Year | I# | Accessory |
| 7/16/2012 | | 8046 | 2012 | 4422 UFJ |
| 3/12/2012 | | 33546 | 2012 | UEL |
| 7/2/2010 | | 33549 | 2010 | UEL |

tages)



Maloney Ridge / Sobiesky Contact List

| Company | Contact | Office # | Cell # | Email | Title | Address | City | Zipcode |
|---------------------|-------------------|------------------------|--------------|--|----------------------------------|---------------------------------|-----------|---------|
| Strata Inc | Denise Lorenz | 425-259-6016 | 425-870-8273 | dlorenz@stratainc.com | | PO Box 2988 | Chelan | 98816 |
| BPA | Gloria Atchison | 360-563-3605 | | glatchison@bpa.gov | North Region Resource Specialist | | Snohomish | 98290 |
| BPA | Adelmo de la Cruz | 360-563-3602 | 425-330-6431 | aadelacruz@bpa.gov | District O&M Manager | 914 Ave D | Snohomish | 98290 |
| BPA | Jeff Porter | | | | | | | |
| AT&T | Ron Sallabedra | 425-580-8366 | 206-604-1269 | rs3418@att.com | Manager Field Operations | 16221 NE 72nd Way | Redmond | 98052 |
| AT&T | David Wiegele | | | | Field Technician | | | |
| Verizon | Shirley Vangen | 425-603-2824 | 425-223-1351 | shirley.vangen@verizonwireless.com | Real Estate Specialist | 15900 SE Eastgate Way, m/s 231 | Bellevue | 98008 |
| BNSF Railway | Michelle Bacon | | | Jeff.Talley@bnsf.com | | 2454 Occidental Ave S, Suite 1A | Seattle | 98134 |
| Frontier | Rob Dutcher | 425-261-6109 | 425-870-1645 | rob.dutcher@ftr.com | Facilities Supervisor | 1800 41st Street | Everett | 98203 |
| Frontier | Tim Dougherty | 425-582-1532 | | tim.j.dougherty@ftr.com | Network Operations Supervisor | 212 Market Street | Kirkland | 98033 |
| King County | Tony Minor | 206.296.0654 | 206-205-8194 | anthony.minor@kingcounty.gov | Manager Radio Communications Svc | | | |
| U.S. Forest Service | Barbara Busse | 360-677-2414 | | | District Ranger Skykomish | | | |
| U.S. Forest Service | Eric Ozog | 360-691-4396 | 360-436-1155 | | Realty Specialist | | | |
| U.S. Forest Service | Ron Hausinger | 425-888-1421 (ext-257) | 360-618-3167 | | | | | |
| PSE | Jason Sanders | 425-462-3397 | 425-766-1607 | jason.sanders@pse.com | Major Accounts Executive | 355-110th Avenue NE, EST-11E | Bellevue | 98009 |
| PSE | Ed Schild | 425-462-3022 | | edward.schild@pse.com | Director Electric Operations | 355-110th Ave NE | Bellevue | 98009 |
| PSE | Jennifer Boyer | 425-449-7513 | | jennifer.boyer@pse.com | Supervisor Engineering | 355-110th Ave NE | Bellevue | 98009 |
| PSE | Rich Adams | 425-462-3710 | | rich.adams@pse.com | Senior Electric Engineer | 355-110th Ave NE | Bellevue | 98009 |
| PSE | Ray Hisayasu | 425-462-3959 | | ray.hisayasu@pse.com | Consulting Engineer | 355-110th Ave NE | Bellevue | 98009 |
| PSE | Lynn Logen | 425-462-3872 | | lynn.logen@pse.com | Supervisor Tariffs | 10885 NE 4th St | Bellevue | 98009 |
| Potelco | Dave Schumacher | 253-606-1635 | | david.schumacher@pse.com | Staff Engineer | 5807 Milwaukee Ave E | Puyallup | 98372 |
| Potelco | Mark Soetenga | 253-606-4302 | | mark.soetenga@pse.com | VP of Operations | 3130 S. 38th St | Tacoma | 98409 |

| Company | Contact | Office # | Cell # | Email | Title | Address | City | Zipcode |
|----------------------|-------------------|--------------|--------------|--|----------------------------------|---------------------------------|-----------|---------|
| Strata Inc | Denise Lorenz | 425-259-6016 | 425-870-8273 | dlorenz@stratainc.com | | PO Box 2988 | Chelan | 98816 |
| BPA | Gloria Atchison | 360-563-3605 | | gjatchison@bpa.gov | North Region Resource Specialist | | Snohomish | 98290 |
| BPA | Adelmo de la Cruz | | | | District Manager | | | |
| BPA | Jeff Porter | | | | | | | |
| AT&T | Ron Sallabedra | 425-580-8366 | 206-604-1269 | rs3418@att.com | | 16221 NE 72nd Way | Redmond | 98052 |
| AT&T | David Wiegele | | | | | | | |
| Verizon | Shirley Vangen | 425-603-2824 | 425-223-1351 | shirley.vangen@verizonwireless.com | Real Estate Specialist | 15900 SE Eastgate Way, m/s 231 | Bellevue | 98008 |
| BNSF Railway | Michelle Bacon | | | Jeff.Talley@bnsf.com | | 2454 Occidental Ave S, Suite 1A | Seattle | 98134 |
| Frontier King County | Rob Dutcher | 425-261-6109 | 425-870-1645 | rob.dutcher@fr.com | | 1800 41st Street | Everett | 98203 |
| King County | Tony Minor | | | | | | | |
| PSE | Jason Sanders | 425-462-3397 | 425-766-1607 | jason.sanders@pse.com | PSE Major Accounts Executive | 355-110th Avenue NE, EST-11E | Bellevue | 98009 |
| PSE | Ed Schild | 425-462-3022 | | edward.schild@pse.com | PSE Director Electric Operations | 355-110th Ave NE | Bellevue | 98009 |
| PSE | Jennifer Boyer | 425-449-7513 | | jennifer.boyer@pse.com | PSE Supervisor Engineering | 355-110th Ave NE | Bellevue | 98009 |
| PSE | Rich Adams | 425-462-3710 | | rich.adams@pse.com | PSE Senior Electric Engineer | 355-110th Ave NE | Bellevue | 98009 |
| PSE | Ray Hisayasu | 425-462-3959 | | ray.hisayasu@pse.com | PSE Consulting Engineer | 355-110th Ave NE | Bellevue | 98009 |
| PSE | Lynn Logen | 425-462-3872 | | lynn.logen@pse.com | PSE Supervisor Tariffs | 10885 NE 4th St | Bellevue | 98009 |
| Potelco | Mark Soetenga | 253-606-4302 | | mark.soetenga@pse.com | Potelco VP of Operations | 3130 S. 38th St | Tacoma | 98409 |


Maloney Ridge / Sobiesky Customer Meeting

October 30th, 2012

Agenda


| | |
|--|-------------------|
| PSE Safety Moment | Jason |
| Introductions | All |
| Maloney Ridge / Sobiesky outage history overview | Jennifer and Mark |
| Customer contingency plans for electric outages | Jennifer and All |
| Outage Communication Plan - Customer Notifications | Jason |
| Electric System options for continued service | Mark |

Rasmussen, Rick (Perkins Coie)

 1:
Sent: Sanders, Jason <jason.sanders@pse.com>
Monday, November 18, 2013 1:23 PM
To: 'Dalen.Wintermute@BNSF.com'; 'gregory.britz@bnsf.com';
'Michael.Murphy@BNSF.com'; 'Steven.Whallon@bnsf.com'; 'Jeff.Talley@bnsf.com';
'dlorenz@stratainc.com'; 'gatchinson@bpa.gov'; 'aadelacruz@bpa.gov'; 'rs3418
@att.com'; 'shirley.vangen@verizonwireless.com'; 'rob.dutcher@ftr.com';
'tim.j.dougherty@ftr.com'; 'anthony.minor@kingcounty.gov'; Adams, Richard M -Rich -
Transmission; Hisayasu, Ray - Transmission; Boyer, Jennifer A; 'Porter,Jeffrey E (BPA) -
TFNC-SNOHOMISH'
Subject: RE: Maloney Ridge / Sobiesky outage

This is a quick note letting everyone know that we experienced 2 outages on different cables serving Maloney Ridge and Sobiesky over the last few days. Heavy snow in the mountains created safety concerns for our crews as well as making travel and locating the faults difficult. One outage occurred on November 14th (outage lasting 13.5 hours) and the second occurred on November 15th (outage lasting over 30 hours). If you need more details, please respond to both Rich Adams and myself.

Sincerely,

Jason Sanders
PSE Manager, Business Services
425-462-3397 tel
 425-766-1607 cell

355 110th Avenue NE, EST-11E
Bellevue, Wa 98004

Maloney Ridge Maintenance Estimates

| Option 1 | |
|--------------------------|--|
| "Description" | Silicon Injection to Soblesky and Maloney cable and install new poly cable whole project |
| Management & Engineering | \$225,000 |
| Permitting | \$150,000 |
| Materials | \$250,000 |
| Construction | \$5,191,000 |
| Subtotal CAP | \$5,816,000 |
| Construction OH's @ 20% | \$1,088,200 |
| Sales Tax 9.5% | \$552,520 |
| 10% Contingency | \$581,600 |
| Rounded Total | \$8,100,000 |
| 2013 Costs | \$810,000 |
| 2014 Costs | \$7,290,000 |

Assumptions:

Decision Memo from Forest Service
 Least cost trenching method
 Can cut down center of road
 Can clean current splices to inject silicon
 Assumes neutral is still good
 Assumes replacement of 77 culverts

100% road regrade

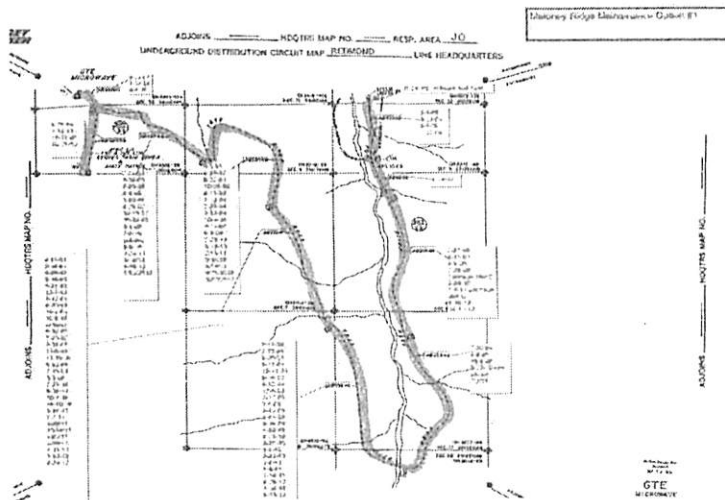
No rock saw required
 Re-use any bridge crossing

Outages will be allowed for cutovers
 Road restoration beyond trench line not required
 40% of excavated materials can be reused for backfill
 Only 1 flagger required at base of hill
 All locations are accessible by vehicle, no additional road building required
 one mob/demob
 permanent road closure allowed

Not Included:

Influences on cost:
 Solid Rock

Customers to share Cost
 BNSF
 Maloney Association
 Frontier
 King County



Maloney Ridge Maintenance Estimates

| Option 2 | |
|--------------------------|--|
| "Description" | Silicon Injection to Soblesky and Maloney cable and install new poly cable down to Foss River Bridge |
| Management & Engineering | \$225,000 |
| Permitting | \$150,000 |
| Materials | \$250,000 |
| Construction | \$4,670,000 |
| Subtotal CAP | \$5,295,000 |
| Construction OH's @ 20% | \$984,000 |
| Sales Tax 9.5% | \$503,025 |
| 10% Contingency | \$529,500 |
| Rounded Total | \$7,400,000 |
| 2013 Costs | \$740,000 |
| 2014 Costs | \$6,660,000 |

Assumptions:

Decision Memo from Forest Service
 Least cost trenching method
 Can cut down center of road
 Can clean current splices to inject silicon
 Assumes neutral is still good
 Assumes replacement of 77 culverts

100% road regrade

No rock saw required
 Re-use any bridge crossing

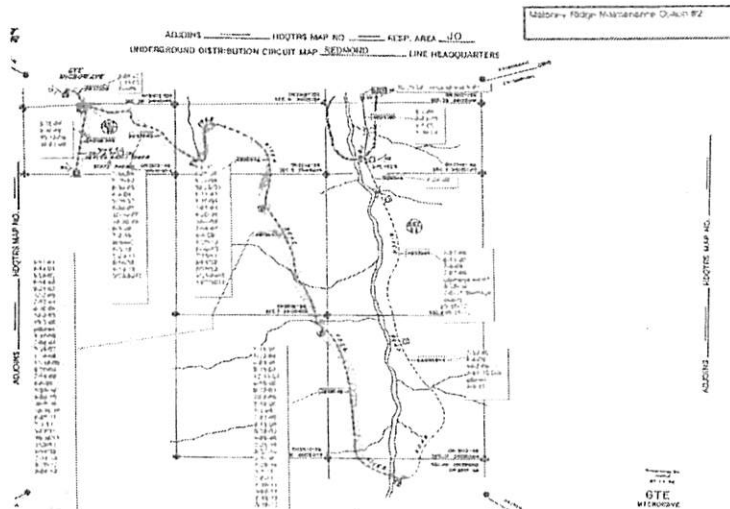
Outages will be allowed for cutovers
 Road restoration beyond trench line not required
 40% of excavated materials can be reused for backfill
 Only 1 flagger required at base of hill
 All locations are accessible by vehicle, no additional road building required
 one mob/demob
 permanent road closure allowed

Not Included:

Influences on cost:
 Solid Rock

Customers to share Cost

Maloney Association
 Frontier
 King County



Maloney Ridge Maintenance Estimates

| Option 3 | |
|--------------------------|---|
| "Description" | Replace 4 worst cable Segments (\$3548,33547,33548,33549) |
| Management & Engineering | \$348,000 |
| Permitting | \$150,000 |
| Materials | \$170,000 |
| Construction | \$1,758,000 |
| Subtotal CAP | \$2,426,000 |
| Construction OH's @ 20% | \$385,600 |
| Sales Tax 9.5% | \$230,470 |
| 10% Contingency | \$242,600 |
| Rounded Total | \$3,300,000 |
| 2013 Costs | \$330,000 |
| 2014 Costs | \$2,970,000 |

Risk/Assumptions:

Decision Memo from Forest Service
 Least cost trenching method
 Can cut down center of road
 100% road regrade
 No rock saw required
 Re-use any bridge crossing

Outages will be allowed for cutovers

Road restoration beyond trench line not
 40% of excavated materials can be reused for backfill

Only 1 flagger required at base of hill
 All locations are accessible by vehicle, no additional road building required
 one mob/demob

permanent road closure allowed

Not Included:

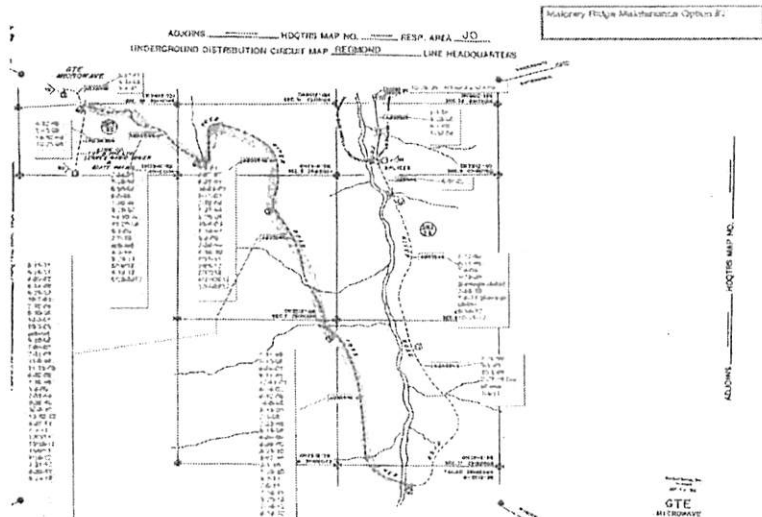
culvert xings not included

Influences on cost:

Solid Rock

Customers to share Cost

Maloney Association
 Frontier
 King County



Maloney Ridge Maintenance Estimates

| Option 4 | |
|--------------------------|--|
| "Description" | Install new cable from Foss River Bridge to BNSF OH Pole |
| Management & Engineering | \$225,000 |
| Permitting | \$150,000 |
| Materials | \$200,000 |
| Construction | \$940,000 |
| Subtotal CAP | \$1,515,000 |
| Construction OH's @ 20% | \$228,000 |
| Sales Tax 9.5% | \$143,925 |
| 10% Contingency | \$151,500 |
| Rounded Total | \$2,100,000 |
| 2013 Costs | \$210,000 |
| 2014 Costs | \$1,890,000 |

Assumptions:

- Decision Memo from Forest Service
- Least cost trenching method
- Can cut down center of road
- 100% road regrade
- No rock saw required
- Re-use any bridge crossing

Outages will be allowed for cutovers

- Road restoration beyond trench line not
- 40% of excavated materials can be reused for backfill
- one mob/demob
- permanent road closure allowed

Not Included:

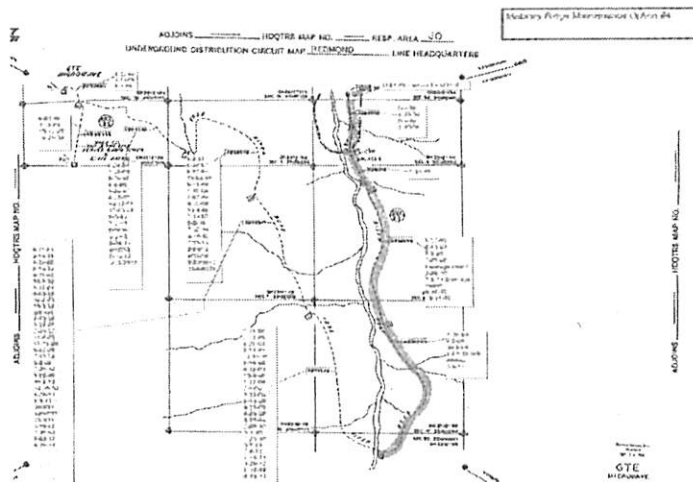
- culvert xings not included

Influences on cost:

- Solid Rock

Customers to share Cost

- BNSF
- Maloney Association
- Frontier
- King County



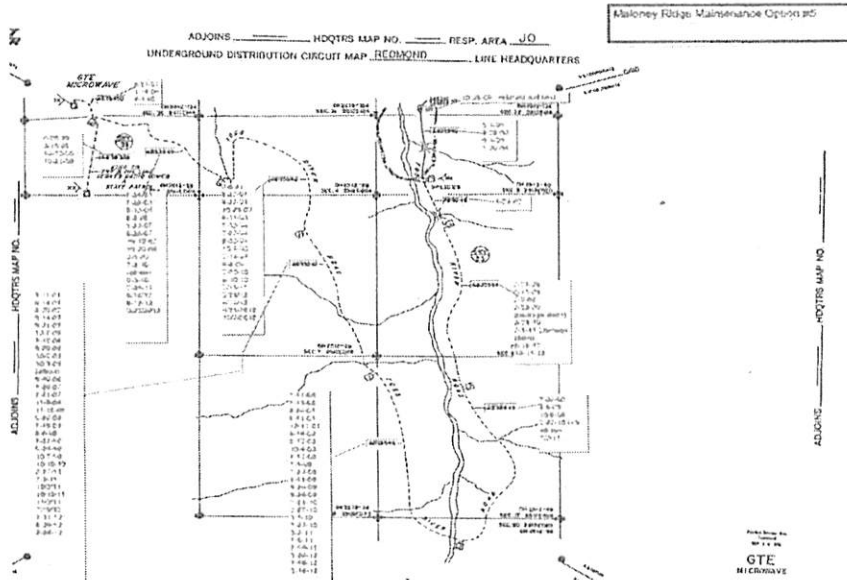
Maloney Ridge Maintenance Estimates

| Option 5 | |
|--------------------------|---|
| "Description" | Replace cables to Sobleski and Maloney (33550, 38338) |
| Management & Engineering | \$174,000 |
| Permitting | \$150,000 |
| Materials | \$114,000 |
| Construction | \$1,727,000 |
| Subtotal CAP | \$2,165,000 |
| Construction OH's @ 20% | \$368,200 |
| Sales Tax 9.5% | \$205,675 |
| 10% Contingency | \$216,500 |
| Rounded Total | \$3,000,000 |
| 2013 Costs | \$300,000 |
| 2014 Costs | \$2,700,000 |

Risk/Assumptions:
 No rock saw required
 re-use bridge xings
 outages will be allowed for cutover
 permanent road closure allowed
 Road restoration beyond trench line
 40% of excavated material can be re-used for backfill
 all locations are accessible by vehicle,
 no additional road building required
 one mob/demob

Not Included:
 culvert xings not included
 No tree or stump removals
Influences on cost:
 Solid Rock

Customers to share Cost
 Maloney Association
 Frontier
 King County



| | |
|--------------------------|--------------------|
| FS Agreement No. | 08-CO-11060500-002 |
| Cooperator Tax ID No. | |
| Cooperator Agreement No. | |

COLLECTION AGREEMENT
NO. 08-CO-11060500-002
between

 **ORIGINAL**

MALONEY RIDGE ELECTRONIC USERS ASSOCIATION
and

USDA FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST

THIS COLLECTION AGREEMENT is hereby entered into by and between the Maloney Ridge Electronic Users Association, c/o Verizon Wireless, 15900 SE Eastgate Way, M/S 231, Bellevue, WA 98008, hereinafter referred to as **MREUA**, and the USDA Forest Service, Mt. Baker-Snoqualmie National Forest, 2930 Wetmore Avenue, Suite 3A, Everett, WA 98201, hereinafter referred to as the **Forest Service**, under the provisions of Interior and Related Agencies Appropriation Act of 2000 – Cost Recovery, Section 331 (P.L. 106-113); the Cooperative Funds Act of June 30, 1914 (16 USC 498); and Section 704(c) of the Telecommunications Act of 1996 (P.L. 104-104).

I. PURPOSE:

The purpose of this collection agreement is for **MREUA** to fund the **Forest Service** to process an application to reauthorize use of National Forest System lands for an existing communications facility. **MREUA** has applied to the **Forest Service** to reauthorize the existing improvements, including a 120-foot microwave radio tower, electronic equipment building, and other related equipment at the Maloney Ridge Communication Site on the Mt. Baker-Snoqualmie National Forest, Skykomish Ranger District. The objective is to renew the expired communication site lease for the existing facilities.

Processing the application will involve the following: review an updated Communications Site Plan (prepared by **MREUA**), conduct environmental analysis and prepare the appropriate environmental document as required by NEPA, provide resource expertise and facilitate public participation to support the NEPA analysis, and if approved, process a 20-year lease for the communications site.

Funding of Forest Service staff to perform this work is not available through the Agency's budget. However, staff will be made available in fiscal year 2008/09 if funding from **MREUA** is approved through this Agreement. The funding provided under this agreement will cover all Forest Service costs associated with these projects, as stated in Exhibit A, Financial Project Plan, attached and made a part of this agreement.

In consideration of the above premises, the parties agree as follows:

| | |
|--------------------------|--------------------|
| FS Agreement No. | 08-CO-11060500-002 |
| Cooperator Tax ID No. | |
| Cooperator Agreement No. | |

II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The *Forest Service* is required to approve a Communications Site Plan as a prerequisite to issuing a 20-year lease and authorizing any future development. As part of this approval process, the *Forest Service* must also comply with the National Environmental Policy Act of 1969 (NEPA), the National Forest Management Act of 1976, the Forest Service special-use permit regulations in 36 CFR 251, and other applicable statutes, regulations, Executive Orders, and the Forest Service Manual and Handbook direction (collectively, the applicable legal requirements).

As *MREUA's* Maloney Ridge communications site is an existing facility, and that a new tenant (Nextel) may co-locate in *MREUA's* facility, after an initial assessment the *Forest Service* has determined that the Proposal should be able to be documented using a Categorical Exclusion (CE), which will be prepared by the *Forest Service* and funded by *MREUA*, in a manner consistent with the applicable legal requirements.

The parties agree to utilize existing information and resource specialists to the greatest extent appropriate, will focus on key environmental issues, and will provide an opportunity for full participation by interested members of the public, Tribes, and governmental agencies consistent with the applicable legal requirements.

The parties recognize that the *Forest Service* retains sole responsibility for making decisions with regard to the analysis.

III. FOREST SERVICE SHALL:

- A. Be the lead Agency for the NEPA process; conduct public scoping and consultation with Tribes; identify issues relating to the proposal; have agency resource specialists prepare Biological Assessments (BA) and Biological Evaluations (BE) for federally listed threatened or endangered and Forest Service sensitive fish and wildlife species; review the project site for botanical species; prepare a Cultural Resource report; consult where required with other state and federal agencies; review an updated Communication Site Plan so it meets Forest Service standards; determine consistency with Mt. Baker-Snoqualmie National Forest Land and Resource Management Plan (1990) standards and guidelines as amended by the Northwest Forest Plan Record of Decision (1994); develop mitigation measures if necessary; prepare a Decision Memo document; and issue a Communication Site Lease if supported by the analysis and decision. An estimate of resource specialists' time and salary needs are itemized in Exhibit A, Financial Plan.
- B. Bill *MREUA* prior to commencement of work for deposits sufficient to cover the estimated costs for the specified payment period, as outlined in the attached Financial Plan. An overhead rate of 8% will be assessed. A Bill for Collection shall be sent to:

| | |
|--------------------------|--------------------|
| FS Agreement No. | 08-CO-11060500-002 |
| Cooperator Tax ID No. | |
| Cooperator Agreement No. | |

Maloney Ridge Electronic Users Association
c/o Verizon Wireless
Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

- C. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
- D. Provide to *MREUA*, upon request, with a quarterly financial report showing the amounts expended and charged to date.
- E. Provide the service, as described herein, in a timely and professional manner following approval of this collection agreement and financial plan.
- F. Give *MREUA*, through any authorized representative, access to and the right to examine all books, papers, or documents related to this agreement.

IV. MALONEY RIDGE ELECTRONIC USERS ASSOCIATION SHALL:

- A. Make payments in advance, as requested by the *Forest Service*, Mt. Baker-Snoqualmie National Forest, 2930 Wetmore Avenue, Suite 3A, Everett, WA 98201, in amounts sufficient for the estimated cost of work, including overhead, to be performed by the *Forest Service*, as outlined in the attached Financial Plan. An overhead rate of 8% will be assessed. **Payments will be sent to the address shown on the Bill for Collection.** The estimated total cost for this service will be in the amount of \$6,872.00.
- B. Give the *Forest Service* or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.
- C. Be solely responsible for all third party consultant fees, costs, and expenses, and make no claim against the *Forest Service* for such fees, costs, and expenses.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

- A. TAXPAYER IDENTIFICATION NUMBER. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, *MREUA* shall furnish their tax identification number upon execution of this instrument.
- B. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to or by the *Forest Service* under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

| | |
|--------------------------|--------------------|
| FS Agreement No. | 08-CO-11060500-002 |
| Cooperator Tax ID No. | |
| Cooperator Agreement No. | |

- C. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- D. **REFUNDS.** Contributions authorized for use by the *Forest Service*, which are not spent or obligated for project(s) approved under this instrument, will be refunded to *MREUA* or authorized for use for new projects by *MREUA*.
- E. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle *MREUA* to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
- F. **LEGAL AUTHORITY.** *MREUA* has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
- G. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the *Forest Service* or *MREUA* from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. **COMMENCEMENT/EXPIRATION DATE.** The instrument is executed as of the date of last signature and is effective through **December 31, 2009**, at which time it will be subject to review, renewal, or expiration.
- I. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective period.
- J. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

| Forest Service Project Contact | Cooperator Project Contact |
|--------------------------------------|--|
| Eric Ozog | Shirley Vangen |
| Mt. Baker-Snoqualmie National Forest | Maloney Ridge Electronic Users Association |
| Verlot Public Service Center | c/o Verizon Wireless |
| 33515 Mountain Loop Highway | 15900 SE Eastgate Way MS 231 |
| Granite Falls, WA 98252 | Bellevue, WA 98008 |

| | |
|--------------------------|--------------------|
| FS Agreement No. | 08-CO-11060500-002 |
| Cooperator Tax ID No. | |
| Cooperator Agreement No. | |

| | |
|--|--|
| Phone: 360-691-4396 | Phone: 425-603-2824 |
| FAX: 360-691-7122 | Fax: 425-603-2888 |
| E-Mail: cozog@fs.fed.us | Email: Shirley.Vangen@Verizonwireless.com |

| Forest Service Administrative Contact | Cooperator Administrative Contact |
|--|---|
| Colleen Brower | Mark Nhyus, Pacific NW Real Estate Mgr |
| Olympic National Forest | Verizon Wireless |
| 1835 Black Lake Blvd. SW, Ste. A | 15900 SE Eastgate Way, M/S 231 |
| Olympia, WA 98512-5607 | Bellevue, WA 98008 |
| Phone: 360-956-2389 | Phone: 425-603-2347 |
| FAX: 360-956-2277 | FAX: 425-603-2888 |
| E-Mail: cbrower@fs.fed.us | E-Mail: mark.nhyus1@verizonwireless.com |

- K. **BILLING.** Bill *MREUA* in advance for funds sufficient to cover the costs for the specific payment period. All billing shall be completed within the same fiscal year as Forest Service expenditures. Overhead at the rate of 8% will be assessed.

Billings shall be sent to: Cooperator Administrative Contact, above.

If payment is not received to the satisfaction of the Forest service by the date specified on the Form FS-6500-89, Bill for Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

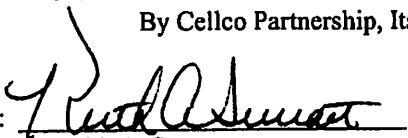
- L. **ENDORSEMENT.** Any *MREUA* contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of *MREUA*'s products or activities.
- M. **BUDGET AUTHORIZATION.** (10/05) The Forest Service's performance under this instrument is contingent upon receiving Budget Authority. Once Budget Authority is obtained, Forest Service performance under the terms of the instrument may commence. Budget Authority is limited to the Fiscal Year (October 1 through September 30). Amounts authorized but not obligated or expended will expire on September 30 of the Fiscal Year in which the Budget Authority was obtained. No further obligations or charges may occur under the instrument until the Forest Service obtains Budget Authorization for subsequent Fiscal Years.

| | |
|--------------------------|--------------------|
| FS Agreement No. | 08-CO-11060500-002 |
| Cooperator Tax ID No. | |
| Cooperator Agreement No. | |

IN WITNESS WHEREOF, the parties hereto, by the respective duly authorized officials, have executed this agreement as of the last date written below.


MALONEY RIDGE ELECTRONIC USERS ASSOCIATION

By Seattle SMSA Limited Partnership d/b/a Verizon Wireless as Site Manager
By Celco Partnership, Its General Partner

By: 
Keith A. Surratt
West Area Vice President - Network

Date: 7/14/08

**USDA FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST**


Y. ROBERT IWAMOTO
Forest Supervisor

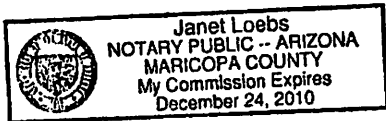
08/11/08
Date

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 14th day of July, 2008, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared KEITH A. SURRATT to me known to be an authorized representative of Cellco Partnership, General Partner of Seattle SMSA Limited Partnership, d/b/a Verizon Wireless, the limited partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Cellco Partnership, General Partner of Seattle SMSA Limited Partnership, d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Janet Loeb
Print or Type Name: JANET LOEBS
Notary Public in and for the State of AZ, residing at
MARICOPA COUNTY
My appointment expires: 12/24/2010

| | |
|--------------------------|--------------------|
| FS Agreement No. | 08-CO-11060500-002 |
| Cooperator Tax ID No. | |
| Cooperator Agreement No. | |

**EXHIBIT A
 FY 2008 FINANCIAL PLAN FOR COLLECTION AGREEMENT
 MT. BAKER-SNOQUALMIE NATIONAL FOREST**

PROJECT NAME: Maloney Ridge Communications Site Lease Renewal
 DEPOSITOR: Maloney Ridge Electronic Users Association
 DEPOSITOR TAX ID #: _____
 AGREEMENT #: 08-CO-11060500-002

MALONEY RIDGE COMM. SITE

PROPONENT: MREUA

FOREST SERVICE DIRECT COSTS

| FS SPECIALIST | SALARY DAYS | DAILY RATE | AMOUNT |
|-------------------------------------|----------------|---------------|----------|
| Botanist (GS-11) | 2 | 313.59 | 627.00 |
| Fisheries Biologist (GS-11) | 2 | 351.35 | 703.00 |
| Wildlife Biologist (GS-11) | 2 | 317.98 | 636.00 |
| Cultural Resource Technician (GS-9) | 3 | 272.24 | 817.00 |
| Forest Archeologist (GS-11) | 1 | 425.15 | 425.00 |
| Landscape Architect (GS-11) | 2 | 325.89 | 652.00 |
| Realty Specialist (GS-11) | 7 | 350.93 | 2,457.00 |

Total FS Salary = \$6,317.00

MISC. COSTS:

| | QTY | RATE |
|------------------------|-----|-------|
| Photocopying & Postage | 1 | 50.00 |

Total Supplies = \$ 50.00

TOTAL DIRECT COSTS = \$6,367.00

FOREST SERVICE COSTS - INDIRECT

CWFS Burden Rate = 8.0% of salary-
 Annual MBS Supplement to FSH 1909.13

TOTAL INDIRECT COSTS = \$505.00

TOTAL FS COSTS = \$ 6,872.00

Job Code: _____

| | |
|--------------------------|--------------------|
| FS Agreement No. | 08-CO-11060500-002 |
| Cooperator Tax ID No. | |
| Cooperator Agreement No. | |

STATEMENT OF WORK:

The Forest Service shall be the lead Agency for the NEPA process; conduct public scoping and consultation with Tribes; identify issues relating to the proposal; have agency resource specialists prepare Biological Assessments (BA) and Biological Evaluations (BE) for federally listed threatened or endangered and Forest Service sensitive fish and wildlife species; review the project site for botanical species; prepare a Cultural Resource report; prepare a Visual Quality analysis; consult where required with other state and federal agencies; review an updated Communication Site Plan so it meets Forest Service standards; determine consistency with Mt. Baker-Snoqualmie National Forest Land and Resource Management Plan (1990) standards and guidelines as amended by the Northwest Forest Plan Record of Decision (1994); develop mitigation measures if necessary; prepare a Decision Memo document; and issue a Communication Site Lease if supported by the analysis and decision. This estimate was developed based on current information, which indicates the project can be approved by the use of a Categorical Exclusion, and with the understanding that the Proponent will prepare the Communication Site Plan.