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**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION  
COMMISSION**

HARBHAJAN MANGAT,	)	
	)	
Complainant,	)	DOCKET UE-120522
	)	
v.	)	ORDER 01
	)	
PUGET SOUND ENERGY, INC.,	)	Opportunity to Respond
	)	
Respondent.	)	
_____	)	

FACTS

Mrs. Mangat purchased 140 acres in 2005 to be subdivided into 18 plats for the building of new homes. The complainant obtained the Preliminary improvement permit from Skagit County Development and Planning Department. As part of the new construction Mrs. Mangat paid \$54,600.68 to Puget Sound Energy (PSE) under order #105-04-9949 New Plat Service Agreement for electrical service to 17 lots at 24257 Mangat Lane, Sedro Wooley, WA 98284.

Mrs. Mangat applied for a new construction loan with the Boeing Credit Union,

1 but sighting the decline in the economy and a hold on all new construction loans she was  
2 denied a construction loan. Mrs. Mangat then used the profits from the sale of the trees on the  
3 land and personal loans to complete the first home in 2010. Boeing Credit Union then  
4 approved a loan for \$203,000.00. The home was listed in 2011 but with the sharp decline in  
5 the housing market, the home failed to sell. Mrs. Mangat was unable to continue the  
6 development of the other lots without the improvement in the housing market and the sale of  
7 the first home.

8  
9 The New Plat Electric Service Agreement is set to expire in the near future. The issue  
10 in dispute is the section on refunds under the Electric Tariff G Schedule 85. Refunds are  
11 available for permanent service connections made within (5) years of the date on which the  
12 electric distribution facilities installed for this project are initially energized. Puget Sound  
13 Energy claims the energized date as 02/29/2008 with a refund request expiration date of  
14 02/27/2013. On October 24, 2011 Mrs. Mangat received a partial refund of \$1370.00 for the  
15 prepaid refundable portion of the plat charge from the one house that was built.

16 Fearing the loss of \$23,290.01 in refunds, Mrs. Mangat then requested from PSE to  
17 grant an extension of the refund policy sighting extenuating circumstances resulting from the  
18 downturn in the economy and the housing market. PSE responded that it did consider  
19 changing the tariff in the past, but PSE would not be making any changes, as it wouldn't be  
20 fair to other customers who had already passed the 5-year point and didn't get a refund.  
21

22 Mrs. Mangat was advised to file a formal complaint with the Washington Utilities and  
23 Transportation Commission (WUTC). She filed the formal complaint on April 11,2012 asking  
24 the WUTC to review the Line Extension Refund Policy of Puget Sound Energy.  
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ISSUE

The issue in this matter is whether the five (5) year Line Extension Refund Policy under the Schedule 85 Tariff of Puget Sound Energy is unjust, unreasonable, or insufficient to yield a reasonable compensation. Under RCW 80.28.020, “Whenever the commission shall find, after a hearing had upon its own motion, or upon complaint...that the rules, regulations, practices or contracts affecting such rates or charges are unjust, unreasonable, unjustly discriminatory or unduly preferential, or in any wise in violation of the provisions of the law, or that such rates or charges are insufficient to yield a reasonable compensation for the services rendered, the commission shall determine the just, reasonable, or sufficient rate, charges, regulations, practices or contracts to be thereafter observed and in force, and shall fix the same by order.” Mrs. Mangat would like the WUTC to review Puget Sound Energy’s Tariff and contracts to determine if the Line Extension Refund Policy is unjust, unreasonable, or insufficient to yield a reasonable compensation.

The current state of the economy and housing market makes the Line Extension Refund Policy unjust and unreasonable. Mrs. Mangat paid the sum of \$54,600.68 with the intention of receiving the refund once the lots were built and energized by PSE. The unusual downturn in the economy has resulted in Mrs. Mangat not able to obtain financing to finish the houses. It is unjust and unreasonable that PSE collected the fees from the line extension and will receive fees in the future from the power usage of the homes after they are built. The WUTC should review the unusual circumstances surrounding the housing market and the economy in Washington and make the five-year limitation under Line Extension Refund

1 policy unjust and unreasonable and a different time frame should be considered to complete  
2 the new construction.

3 It is further argued that there should not be a time limitation for the line extension  
4 refund. Mrs. Mangat paid PSE \$54,600.68 for the line extension for the new construction. If  
5 Mrs. Mangat does not complete the construction PSE does not have to pay any refund, but if  
6 the construction is completed PSE does pay the refund but makes up for this amount and more  
7 from the power usage on that piece of property. By having a Line Extension Refund time  
8 limitation in the Tariff G, Rate Schedule 85 it gives an opportunity for PSE to be unjustly  
9 enriched during the downturns of the housing market and economy.

10  
11 Mrs. Mangat also asks the WUTC to review the Tariff G, Rate Schedule 85 under  
12 RCW 80.28.040 which states, "Whenever the commission shall find, after hearing, that any  
13 rules, regulations, measurements or the standard thereof, practices, acts or services of any  
14 such gas company, electrical company or water company are unjust, unreasonable, improper,  
15 insufficient, inefficient or inadequate, or that any service which may be reasonably demanded  
16 is not furnished, the commission shall fix the reasonable rules, regulations, measurements or  
17 the standard thereof, practices, acts or service to be thereafter furnished, imposed, observed  
18 and followed, and shall fix the same by order or rule."

19 The practices, acts, or services of PSE regarding the Line Extension Refund Policy are  
20 unjust, unreasonable, improper, insufficient, inefficient, and inadequate. The response that  
21 PSE would not make any changes to the Tariff because it would not be fair to other customers  
22 who had already passed the 5-year point and didn't get a refund does not make the tariff just  
23 or reasonable. The Line Extension Refund Policy may have been just or reasonable in the  
24 past, but the housing and economic conditions existing today have created an opportunity for  
25

1 PSE to be unjustly enriched from all the failed housing construction or any housing  
2 construction that takes longer than 5 years to complete.


3 PRAYER FOR RELIEF

4 Wherefore, Harbajan Mangat prays for the following relief:

- 5 1. The five-year limitation in the Tariff G Rate Schedule 85 found to be unjust  
6 and unreasonable.  
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8 2. A new time limitation be implemented.  
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10 3. For such other relief as the Commission deems just and appropriate.

11  
12 DATED at Arlington, Washington, this 28th day of June 2012.

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15 By:

  
16 Christopher J. Brester, WSBA #34321  
17 Stafne Law Firm  
18 239 North Olympic Ave. 800  
19 Arlington, WA 98223  
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