

BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition of:

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

For a Declaratory Order

NO. UE-141335

DECLARATION OF JASON SANDERS
IN SUPPORT OF PSE'S STATEMENT OF
FACT AND LAW

I, JASON SANDERS, hereby declare:

1. I am Manager, Business Services for Puget Sound Energy, Inc. ("PSE").

I have personal knowledge of the facts stated below and I am competent to testify:

2. Puget Sound Energy, Inc. ("PSE") constructed the Maloney Ridge line pursuant to an Agreement Relating to the Extension of Electrical Service, dated September 23, 1971, between PSE and the General Telephone Company of the Northwest, Inc. ("GTE"), wherein GTE requested PSE to extend single phase electric service to GTE's microwave station. The Maloney Ridge line is approximately 8.5 miles long, with single phase 15kV cable underground facilities located in a remote section of the Snoqualmie National Forest.

DECLARATION OF JASON SANDERS - 1

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PERKINS COIE LLP
The PSE Building
10885 N.E. Fourth Street, Suite 700
Bellevue, WA 98004-5579
Phone: 425.635.1400
Fax: 425.635.2400

3. Through the above-referenced agreement, GTE paid PSE to construct the Maloney Ridge line, and GTE agreed to pay all costs to maintain the line. "Maintenance" is defined to include, "the furnishing of all necessary manpower, materials, and equipment to keep the Distribution System in operating condition." Had GTE not agreed to pay for construction, maintenance, and repair, then the line would not have been economically feasible and would never have been built.

4. Through the following subsequent service agreements ("Service Agreements"), additional entities were connected to the Maloney Ridge line:

- Service Agreement, dated September 20, 1994, between PSE and GTE;
- Service Agreement, dated December 12, 1994, between PSE and BNSF Railway ("BNSF");
- Service Agreement, dated March 29, 1995, between PSE and King County; and
- Service Agreement, dated June 6, 1995, between PSE and Maloney Ridge Users Association.

Attached as Attachment A is a true and correct copy of each of the above-listed agreements.

5. Through the Service Agreements, BNSF, King County, the Maloney Ridge Users Association, and Frontier Communications Northwest, Inc. ("Frontier") agreed to pay all operating costs for the Maloney Ridge line. Paragraph 4 of each Service Agreement states, "Operating Costs shall include any repair and maintenance costs incurred by Puget pursuant to [Repair and Maintenance of System], and costs in connection with securing or maintaining operating rights."

6. PSE currently serves a total of four entities on the Maloney Ridge line: 1) BNSF, 2) King County, 3) Frontier, and 4) the Maloney Ridge Users Association (collectively, “Maloney Ridge users”). PSE’s Maloney Ridge line serves no other customer. Paragraph 7 of each Service Agreement states that additional users may become a party to each Service Agreement by providing PSE with a notarized letter indicating its desire to do so. BPA, Verizon, and AT&T have not indicated a desire to become a party to any Service Agreement. Contrary to the Petition, BPA, Verizon, and AT&T are not retail tariff customers served by the Maloney Ridge line. PSE does not have any customer service obligation or contractual relationship with BPA, Verizon or AT&T with respect to the Maloney Ridge line.

7. Under the Service Agreements, the Maloney Ridge users agreed to pay, and are currently responsible for, all repair and maintenance costs based on the economic feasibility provisions of Schedule 85 to PSE’s Tariff G. The revenue generated by the electric load does not support the investment necessary to operate, maintain and/or repair the Maloney Ridge line without the financial commitments under the Service Agreements. Similarly, it is economically unfeasible for PSE to construct a new line at this time. As stated above, if GTE had not agreed to pay for construction of the line, it would have been economically unfeasible for PSE to do so and the line would not have been built. It is also economically unfeasible for PSE to entirely construct a replacement line at this time. PSE’s Electric Tariff G provides that in such a case, PSE is not obligated to provide service. “The

Company shall not be required to provide service if to do so would be economically unfeasible”.

8. Over the years, the Maloney Ridge line has deteriorated. Its reliability has decreased while costs for repairs have increased. The Maloney Ridge line’s remote location and difficult weather in the area contribute to its high costs of maintenance and repair. Repair costs for 2012 and 2013 were approximately \$200,000 and \$231,000, respectively.

9. PSE has continued to repair and maintain the line at the Maloney Ridge users’ cost in order to provide safe and reliable service, but now continuing the pattern of piecemeal repairs and temporary maintenance is not preferred. Petitioners considered various options, including more permanent repair of the line i.e., replacement of the line. Petitioners want the line to continue in operating condition and want the line replaced but do not want to pay for it. Contrary to Petitioners’ wishes, PSE’s obligation to provide safe and reliable service does not require PSE to completely replace the line at the expense of all PSE customers. Full replacement in its entirety is not the only option available for the Maloney Ridge line. PSE provided at least five repair and replacement options to the Maloney Ridge users. For example, in March 2013, PSE recommended replacement of the four sections of line that were experiencing the highest number of outages. PSE estimated that such option would cost \$3,300,000. The Maloney Ridge users rejected PSE’s recommendation. PSE roughly estimates the costs to replace the entire line at \$8,100,000. A true and correct copy of

minutes from the March 2013 Maloney Ridge Electrical Service Next Steps Meeting is attached as Attachment B hereto.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

EXECUTED at Bellevue, Washington this 15 day of July, 2014.



JASON SANDERS

**Attachment A the Declaration of
Jason Sanders**

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: KEVIN P. O'BRIEN
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 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

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.

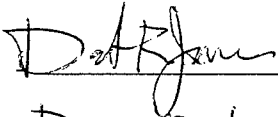
8. Termination of service. The parties expressly acknowledge that the operating rights for the System are not perpetual. Puget reserves the right to terminate service to Maloney Ridge upon the termination and non-renewal of any necessary right. Each Customer shall pay an equal share of Puget's actual 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

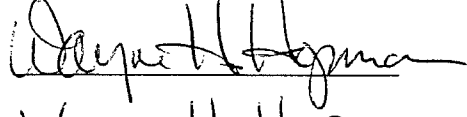
By: 

Name DAVID R. JONES

Its: President, Maloney Ridge Electric Users Association

Date: 06 June 1995

PUGET SOUND POWER LIGHT CO

By: 

Name WAYNE H. HOPMAN

Its: GENERAL MANAGER NORTH KING DIVISION

Date: JUNE 12, 1995

**Attachment B the Declaration of
Jason Sanders**



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 Sobiesky 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

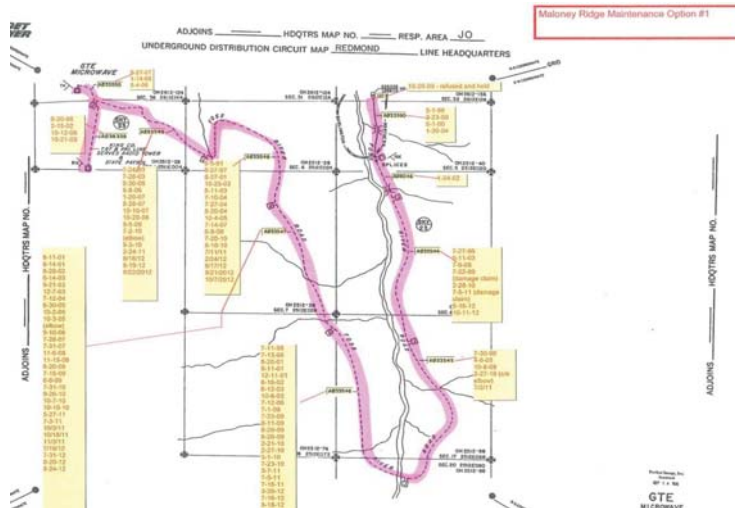
Not Included:

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 Sobiesky 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

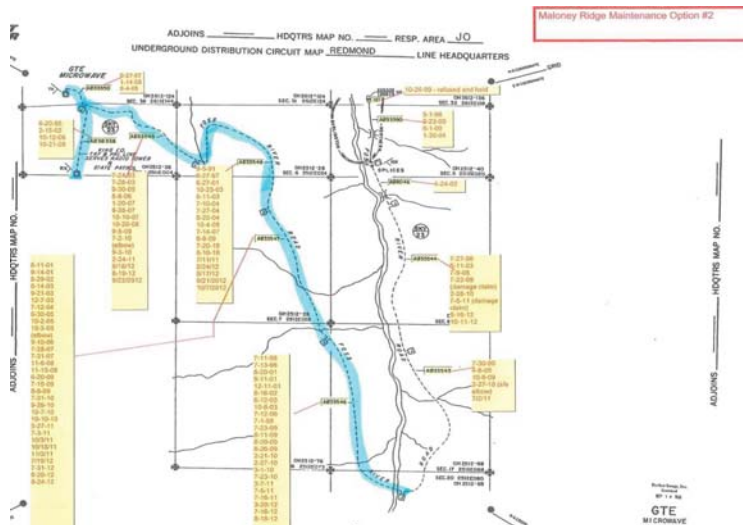
- Outages will be allowed for cutovers
- Road restoration beyond trench line not required
- 40% of excavated materials can be reused for backfill
- Only 1 flagger required at base of hill
- All locations are accessible by vehicle, no additional road building required
- one mob/demob
- permanent road 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 (33546,33547,33548,33549)
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:

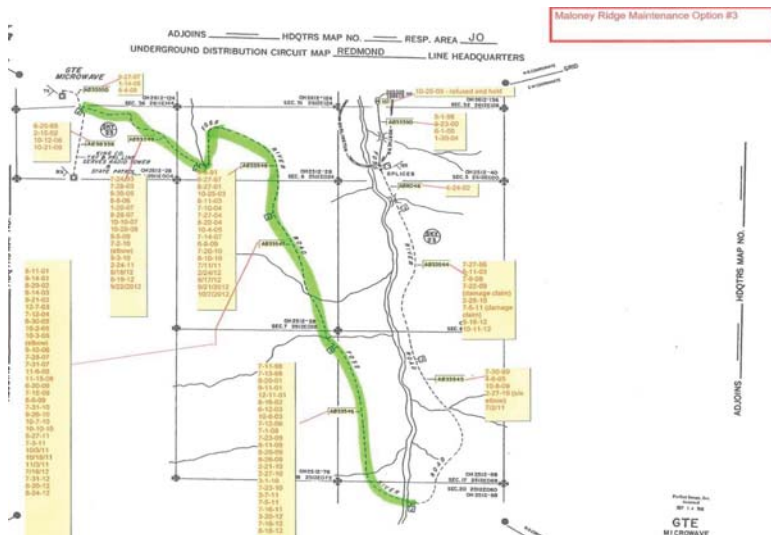
culvert xings not included

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:

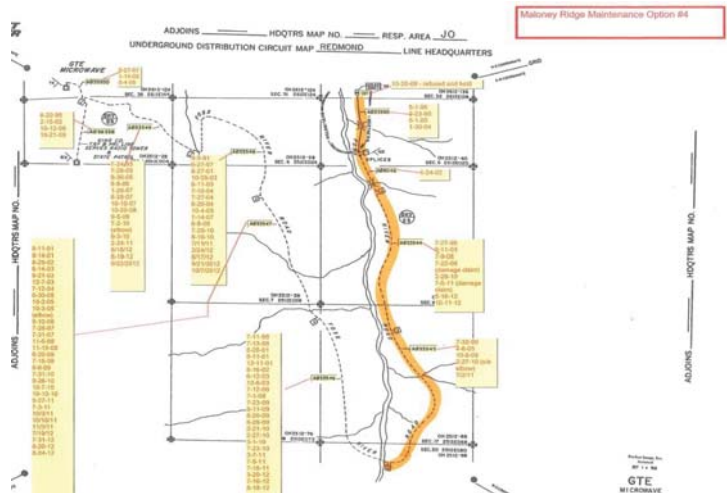
- culvert xings not included

Influences on cost:

- Solid Rock

Customers to share Cost

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



Maloney Ridge Maintenance Estimates

Option 5	
"Description"	Replace cables to Sobieski 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:

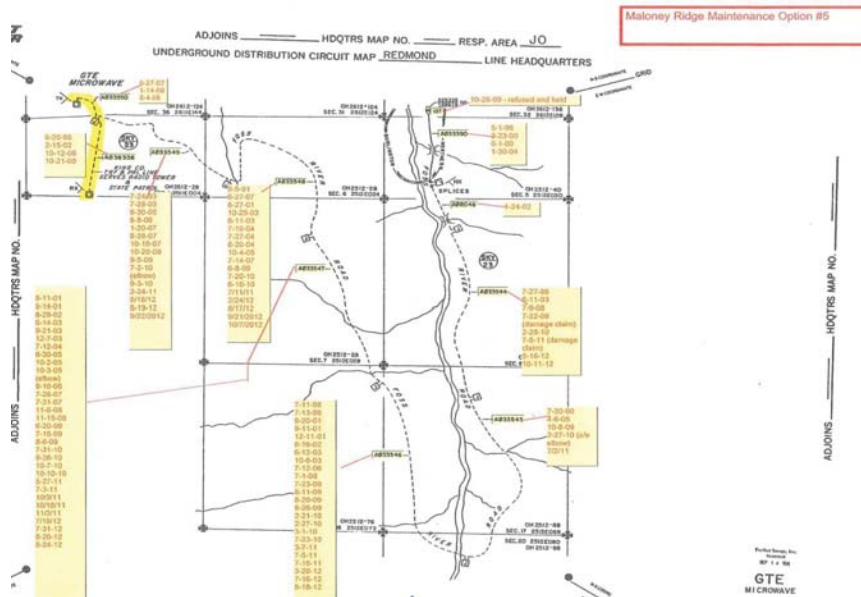
- culvert xings not included
- No tree or stump removals

Influences on cost:

Solid Rock

Customers to share Cost

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

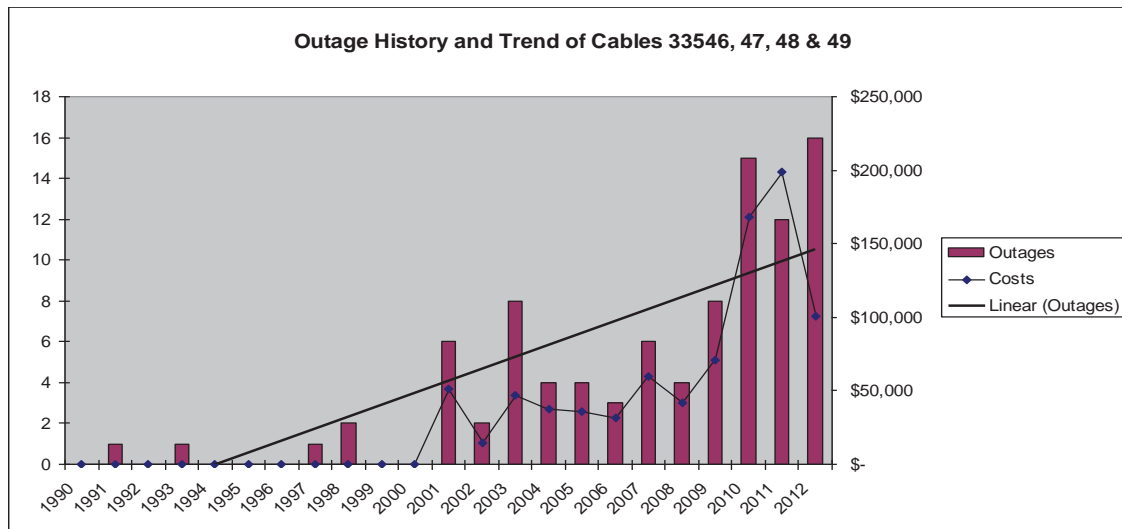
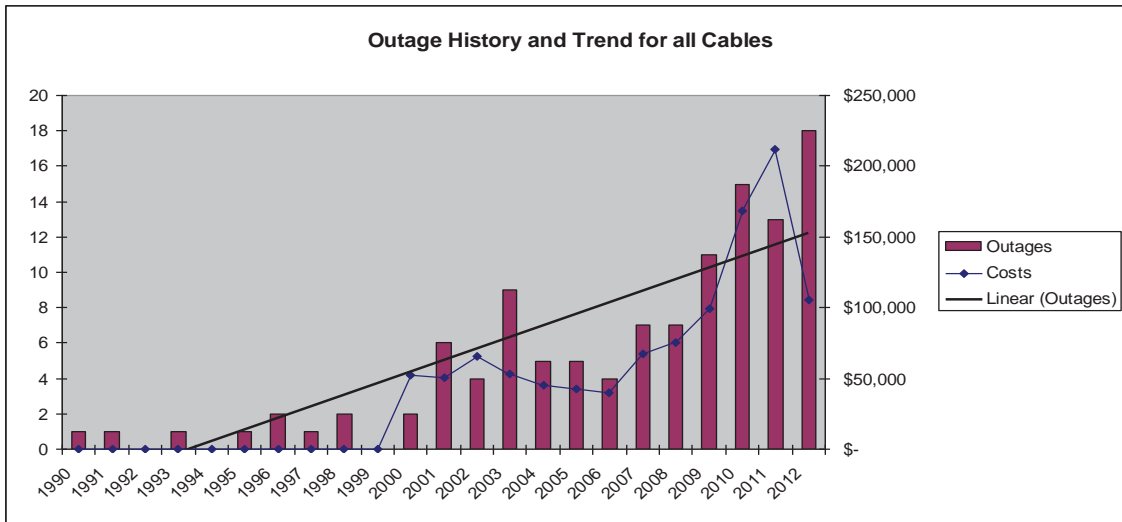


Outage history for all cables				
Year	Outages by year	Cost by year	Avg cost per outage	Duration in minutes
2000	2	\$ 52,140	\$ 26,070	-
2001	6	\$ 50,802	\$ 8,467	6605
2002	4	\$ 65,205	\$ 16,301	3186
2003	9	\$ 53,583	\$ 5,954	7043
2004	5	\$ 45,049	\$ 9,010	6160
2005	5	\$ 42,828	\$ 8,566	4341
2006	4	\$ 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 *W. Ellis*

Title Vice President

GENERAL TELEPHONE COMPANY OF
THE NORTHWEST, INC.

By *R.P. Valle*

Title Its Vice President-Operations Staff

ADDENDUM TO:
AGREEMENT RELATING TO
EXTENSION OF ELECTRICAL SERVICE

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

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

PUGET SOUND POWER & LIGHT COMPANY

By *J. L. Ellis*
Title Vice President

Date September 23, 1971

GENERAL TELEPHONE COMPANY OF THE
NORTHWEST, INC.

By *Roger P. Valle*
Title Its Vice President - Operations Staff

Date September 23, 1971

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: Kevin P. Owens
Name: General Manager
Its: General Manager
Date: 9/20/94

FORM APPROVED
RE Patten
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.

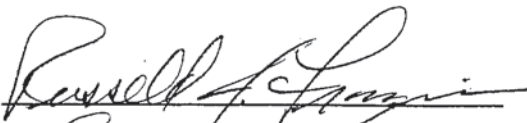
9. Metering for Electrical Service. Customers shall provide suitable facilities, according to Puget's standards and the General Rules and Provisions, (Schedule 80) of Puget's Electric Tariff G, for installation of secondary voltage metering for the purpose of billing for electricity used. Puget shall install and read meters and, if necessary, may estimate readings during periods of adverse weather conditions.

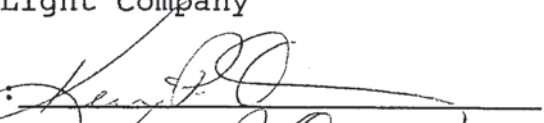
10. Applicability of Other Provisions. This Agreement is subject to the General Rules and Provisions (Schedule 80) of Puget's Electric Tariff G and to Schedule 85 of such Tariff, as such Schedules may be revised from time to time upon approval of the Washington Utilities and Transportation Commission. 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: 
Name: Russell J. Frazier
Its: Manager Signal Mtc
Date: Dec. 27, 1994

BY: 
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

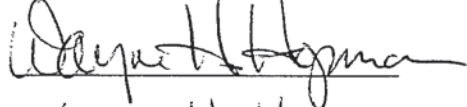
By: 

Name DAVID R. JONES

Its: President, Maloney Ridge Electric Users' Association

Date: 06 June 1995

PUGET SOUND POWER LIGHT CO

By: 

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)(D)

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)(D)

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. 85-42 BY ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. 910477

ISSUED May 1, 1991

EFFECTIVE ~~June 1, 1991~~ June 6, 1991

PSPL 9105

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

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY G. B. Swofford
G. B. Swofford

TITLE VICE PRESIDENT, RATES

RECEIVED
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 85-9

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY *G. B. Swofford*
G. B. Swofford

TITLE VICE PRESIDENT, RATES

RECEIVED

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)

- 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.

(N)

(K)

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

June 1, 1991

PSPL9105

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

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY

Gay B. Swofford
G. B. Swofford

TITLE VICE PRESIDENT, RATES

RECEIVED

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)

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 AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DCKET NO. 912479

ISSUED May 1, 1991

EFFECTIVE June 1, 1991

June 6, 1991

PSPL9105

Canceled 41197 by 6 Revised Sheet 85c

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY

G. B. Swofford
G. B. Swofford

TITLE VICE PRESIDENT, RATES

RECEIVED

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)

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 1, 1991

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., Docket No.

PSPL 9105

ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY

Gary B. Swofford
G. B. Swofford

TITLE VICE PRESIDENT, RATES

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

WN U-60

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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)

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.

(K)

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.

(T)
(T)
(C)
(D)(K)

10. OPERATING RIGHTS -

(M)

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.

(T)

(T)

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.

(M)

(K) Transferred to Sheet No. 85-d

(M) Transferred from Sheet No. 85-f

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM.

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ISSUED May 1, 1991

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ISSUED BY PUGET SOUND POWER & LIGHT COMPANY

BY

G. B. Swofford
G. B. Swofford

TITLE VICE PRESIDENT, RATES

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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 notice to the Company that the provisions of 11.a. have been complied with prior to installation of the Company's distribution system. (K)
- 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 (M) Transferred from Sheet No. 85-g
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BY *G. B. Swofford* TITLE VICE PRESIDENT, RATES
 G. B. Swofford

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