

UE-120522

April 11, 2012

Attn: Records Center

P.O. Box 47250

Olympia, Washington 98504

RECEIVED
RECORDS MANAGEMENT
2012 APR 17 AM 9:50
STATE OF WASH
UTIL. AND TRANSP
COMMISSION

“Before Washington Utilities and Transportation Commission.”

Dear Sirs:

My name is Harbhajan Mangat and I reside at 24257 Mangat Lane, Sedro Woolley, Washington 98268. This is a Formal Complaint WAC 480-07-370 addressing PSE electric Tariff G Schedule 85 LINE EXTENSIONS AND REFUND POLICIES. Line b) states refund request must be made within six (6) years of the date on which the facilities installed under this schedule are energized. Refunds, other than refunds of Margin Allowance amounts within plats, may be requested one time within the five (5) year eligibility period.

WAC 480-100-033 distribution line extension tariff states each electric utility must file, as a part of its tariff, a distribution line extension rule setting forth the conditions under which it will extend its facilities to make service available to and applicant.

RCW 80.28.020 provides the Commission with jurisdiction over practices, acts or services of any water company including service connections. The Commission shall determine the fair, just, reasonable, and sufficient process for any aspect of service connections.

RCW 80.28.020 requires that if the Commission shall find that rates or charges demanded, exactd, charge or collected, or that the rules, regulations, practices or contracts affecting such rates or charges are unjust, unreasonable, unjustly discriminatory of unduly preferential, or in any in wise in violation of the provisions of law, the Commission shall determine the just, reasonable, or sufficient rates, charges, regulations, practices or contract to be there after observed and in force, and shall fix the same order.

RCW 80.28.040 requires that if the Commission shall find that any rules, regulations, practices or acts of any water company are unjust, unreasonable, improper, insufficient, inefficient or inadequate, or that any service which may reasonably demanded is furnished, the Commission shall fix the reasonable rules, regulations, measurements, standard, practices, acts, or service to thereafter be followed and shall fix the same order of rule.

Wherefore, plaintiff prays for relief as follows:

1. That the WAC 480-100-033 Line Extension Refund Policy deadline to be reconsidered due to extenuating circumstances addressed in the following statements and documentation.
2. For such other and further relief as the Commission deems just and equitable according to RCW80.28.020 and 80.28.040.

Statement of Facts:

Complainant purchased 140 acres in 2005 and completed application for subdivision of 20 acres to be subdivided into 18 plats for development. Preliminary Improvement permit was obtained from Skagit County Development and Planning department Exb. No 1.

Complainant applied for a construction loan from Boeing Credit Union and turned down due to the decline in economy and hold on all construction loans. The complainant completed the first home using profits made from selling the trees and personal loans Exb. No. 2

On December 1, 2007 Happy Mangat paid \$56,000.000 under order #105-04-9949 for electrical service to 17 lots at 24257 Mangat Lane, Sedro Wooley, WA. 98284 Exb No 3.

Upon completion of home and electrical, water, sewer, gas hookup the BCU approved loan for \$203,000 Exb.No 4.

First completed lot received electrical connection in 2010. The home was listed 2011 but due to failed housing market, the home failed to sell. Complainant unable to further development or construction without improvement in the housing market and sale of the first plat Exb No 5.

On October 24, 2011 I received \$1,296.19 partial refund for the pre paid Refundable portion of Plat Charge for the plat of Mangat Estates. The Extension to Plat Entrance refundable portion in the amount of \$1,296.19 may be available from other projects connection to PSE's facilities extended to your plat entrance. The contract expires on February 27, 2013 with the next quarterly refund to be requested on January 4, 2012. Linda Bradshaw Customer Contract Analyst is the correspondent of this letter Exb No 6,7.

Dated this 12th day of April. 2012

COMMISSION
UTIL. AND TRANS.
STATE OF WASH.
2012 APR 17 AM 9:50

Harbhajan Mangat complainant.

Harbhajan Mangat

RECEIVED
RECORDS MANAGEMENT

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 85
LINE EXTENSIONS AND SERVICE LINES (Continued)

Refund Policies

An Applicant that has paid for a new primary voltage line extension shall, under limited circumstances, be entitled to a refund if additional residence units or other additional Customers served by the line extension that were not included at the time the Margin Allowance was calculated subsequently permanently hook up to the line extension facilities within five years following energization of the facilities. Such refund shall be calculated based on the rates in effect at the time the line extension was installed. Refunds associated with subsequent connections to line extensions for Single-Family Residences and to residential end-uses contiguous to a Single-Family Residence not in platted new residential developments shall be made to the existing property owner at the time of the refund. Refunds associated with subsequent connections to all other line extensions shall be to the Applicant.

- a) Refunds shall not apply to charges for line transformers, substations, feeders constructed for dedicated purposes, and any transmission facilities or to any other charges under this schedule that are not eligible to be offset against the Margin Allowance.
- b) Applicants or, where applicable, property owners, are responsible for making all refund requests. Refund requests must be made within six (6) years of the date on which the facilities installed under this schedule are energized. Refunds, other than refunds of Margin Allowance amounts within plats, may be requested one time within the five (5) year eligibility period.
- c) Refunds, other than refunds of Margin Allowance amounts within plats or where the Margin Allowance exceeds \$75,000, shall be based upon the five-year distribution incremental margins of the subsequent additional Customers. Incremental margins are based upon distribution margins paid by the subsequent additional Customers, less costs paid by the Company to construct primary distribution facilities (including, without limitation, primary transformers) for the subsequent additional Customers.
- d) For refunds of Margin Allowance amounts for permanent connections within a plat, the Company shall process refunds on an annual basis, commencing with the first anniversary of facilities energization for the five (5) year eligibility period. In addition, for plats with a written application dated on or after March 3, 2005, the Company may process refunds on a quarterly basis if the Applicant or property owner provides complete and accurate information regarding the lots eligible for refund, commencing with the first quarter following facilities energization for the five (5) year eligibility period.
- e) In no case shall refunds paid to the Applicant or property owner exceed the amount of line extension construction costs paid by the Applicant which are refundable under a) above.

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(M) Transferred from Sheet Nos. 85-h, 85-i, 85-h and 85-i Respectively
 (K) Transferred to Sheet Nos. 85-m and 85-n Respectively

Issued: July 28, 2006
 Advice No.: 2006-19

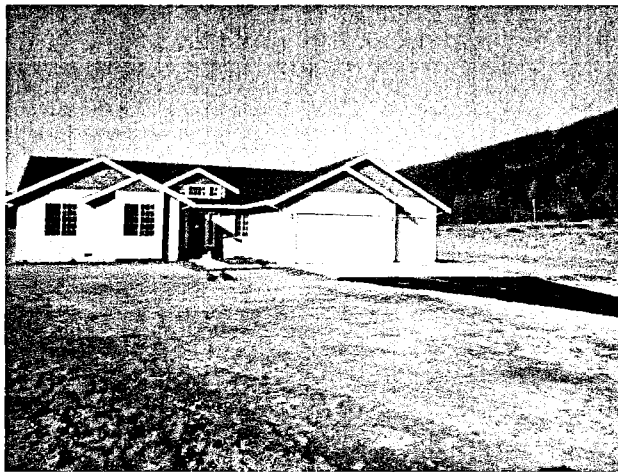
Effective: August 1, 2006

By Authority of the Washington Utilities and Transportation Commission in Docket Nos. UE-051828 & UE-051966

Issued By Puget Sound Energy

By: Tom DeBoer Tom DeBoer Title: Director, Rates & Regulatory Affairs

Listing # **140678** **24071 Mangat Ln, Sedro Woolley 98284** STAT: **Expired** LP: **\$290,000**
 County: **Skagit** LT: **2** BLK: CMTY: **Sedro Woolley** PRJ: **Mangat Estates**



Type: **Residential** CDOM: **48**
 AR: **830** TAX: **127890** OLP: **\$298,750**
 MAP: **F** GRD: **6-57** Internet: **Yes**
 DD: **From I-5, take exit 232 [Cook Rd].** FIN:
Go East 4 miles. Left on Highway 20 [0.3 LD: **10/07/2010**
Miles]. Left on Township St [becomes ST XD: **11/24/2010**
Route 9] 4 miles. Right on Mangat Ln. OMD: **11/24/2010**
House on left.

LAG: **K Dave Mangat (54959)** PH: **(425) 220-5778**
 FAX: **(360) 653-8610** PH Type: **Cellular**
 LO: **Keller Williams Rty Marysville (7739)** PH: **(360) 653-1884**
 SOC: **3** Cmnts:
 CLA: PH:
 CLO: PTO: **Yes F17: Provided**
 OTVP: **Vacant** OCC: **Vacant**
 OWN: **HKM Associates LLC** OPH: **(360) 653-1261**
 KEY: **MLS Keybox, Vacant**
 PTS: **(425) 220-5778** OAD: **Marysville, WA**
 POS: **Closing**
 TRM: **Cash Out, Conventional, FHA, VA**
 HOD: **\$0**
 TX\$: **\$784** TXY: **2010** SNR: **No** MOR:

SFF: **2,440** SFU:
 ASF: **1,809** SFS:
 Community Feat: **CCRs**
 SPA: SAA: AFH:

Right of First Refusal:

BR: **3** BDA: **3** BTH: **2.00** FBT: **2** QBT: **0** HBT: **0** FP: **1** TOF:

G L M U ACR: **1.000** LSF: **43,560**
 BR: **0 3 0** VEW: **Mountain, Sound** LSZ: **131x332**
 FUL: **0 0 2 0** WFT:
 3/4: **0 0 0 0** LTV: **Garden Space, Level**
 1/2: **0 0 0 0** LDE: **Paved Street** WFG:
 1/4: SIT: **Cable TV, Deck, Propane** POL:

FP:
 Den Office **Main** GR: **Garage-Attached** GAR: **3** STY: **10 - 1 Story**
 Dining Room **Main** BLD: **HKM Associates LI YBT: 2010** NC: **Completed** FND: **Poured Concrete**
 Entry **Main** BDI: **Built On Lot** ARC:
 Kit w Eat Spc **Main** BDC: **Very Good** RF: **Composition**
 Living Room **Main** EXT: **Cement Planked** BSM: **None**
 Master Bedroom **Main** MHM: MHS: MHN:
 Utility Room **Main** ENS: **Propane** HTC: **Forced Air**
 WHT: **Propane** LSD: **Propane Tank** FLS: **Ceramic Tile, Vinyl, Wall to Wall Carpet**
 FEA: **Bath Off Master, Ceiling Fan(s), Dbl Pane/Storm Windw, Dining Room, Vaulted Ceilings, Walk In Pantry, Walk-in Closet**
 APS: **Dishwasher, Garbage Disposal, Microwave, Range/Oven**

WAS: **Individual Well** WAC: **Well** SD: **Sedro Woolley** EL: **Samish Elem**
 SWR: **Septic** SWC: **Septic** JH: **Cascade Mid** SH: **Sedro Woolley Snr Hi**
 E-Cert: POC: **PSE** BUS: **No** BUS RTE:
 Zoning Jur: **County** Zoning Code: **Residential** 3rd Party Aprvl Req: **None** Bank/REO Owned Y/N: **No**

Agent Only Remarks: **L/A Related to seller. Call L/A for any questions. Fax offers: 360-653-8610. First American Title & B. Hammer R.E. Attorney Escrow. CCR's not recorded to Hkm Associates, llc.**

Marketing Remarks: **New construction 2,440 sq ft. rambler. 3 bedrooms, 1 den/office and 3 car garage. On a 1 acre lot with mountain views. 5 piece master bathroom with soaking tub and a walk in closet. 6 panel doors and hardy plank siding. Ceiling Fans in master bedroom and living area. High vaulted ceilings. Tile counter tops in the kitchen. Fireplace in the living area. Landscaped and seeded yard. Highway 9 location and a few minutes away from I-5**

Exhibit No 1

1-25 of 29 · Checked 0 · [Check All](#)

Display Single Line

at 25 per page · View as

Next · **[1]**

MLS #	Stat Type	Address	Area	City	List/Sell \$	CDOM	Bds	Bths	SF	Stat Date	TX	M
67277	S RESI	22363 Summerleaf Lane	830	Sedro Woolley	\$302,400	16	3	2.25	2,292	07/12/2010	<input type="checkbox"/>	<input type="checkbox"/>
29096989	S RESI	820 Orth Wy	830	Sedro Woolley	\$302,500	230	3	1.75	1,418	03/07/2010	<input type="checkbox"/>	<input type="checkbox"/>
60952	S RESI	23792 Praire Rd	830	Sedro Woolley	\$306,500	55	2	2.5	3,138	10/01/2010	<input type="checkbox"/>	<input type="checkbox"/>
29082453	S RESI	7867 Valeria Place	830	Sedro Woolley	\$325,000	95	4	2.5	2,417	08/10/2010	<input type="checkbox"/>	<input type="checkbox"/>
29098167	S RESI	314 Longtime Lane	830	Sedro Woolley	\$337,500	363	4	2.5	3,231	08/16/2010	<input type="checkbox"/>	<input type="checkbox"/>
25626	S RESI	7837 Pinelli Rd	840	Sedro Woolley	\$295,001	223	3	2	1,606	12/28/2010	<input type="checkbox"/>	<input type="checkbox"/>
28171698	SFR RESI	22396 Summerleaf Lane	830	Sedro Woolley	\$329,000	290	3	2	1,534	03/25/2010	<input type="checkbox"/>	<input type="checkbox"/>
52250	E RESI	19342 Bridle Place	825	Sedro Woolley	\$345,000	105	3	2.25	1,632	07/21/2010	<input type="checkbox"/>	<input type="checkbox"/>
140678	E RESI	24071 Mangat Ln	830	Sedro Woolley	\$290,000	48	3	2	1,809	11/25/2010	<input type="checkbox"/>	<input type="checkbox"/>
111758	E RESI	4501 State Route 9	830	Sedro Woolley	\$298,750	59	3	2	1,809	09/29/2010	<input type="checkbox"/>	<input type="checkbox"/>
28143070	E RESI	406 Long Time Lane	830	Sedro Woolley	\$299,500	694	4	2.5	2,027	08/15/2010	<input type="checkbox"/>	<input type="checkbox"/>
28154343	E RESI	3040 Cruse Rd	830	Sedro Woolley	\$299,500	1064	3	1	1,488	09/09/2010	<input type="checkbox"/>	<input type="checkbox"/>
29132114	E RESI	9543 Columbia Wy	830	Sedro Woolley	\$299,950	420	3	2.75	2,440	09/04/2010	<input type="checkbox"/>	<input type="checkbox"/>
85753	E RESI	528 F and S Grade Rd	830	Sedro Woolley	\$300,000	192	3	2.75	1,918	12/18/2010	<input type="checkbox"/>	<input type="checkbox"/>
94838	E RESI	2500 Butler Creek Rd	830	Sedro Woolley	\$300,000	186	3	1.5	1,564	01/01/2011	<input type="checkbox"/>	<input type="checkbox"/>
160694	E RESI	4239 Blank Rd	830	Sedro Woolley	\$304,900	167	4	3	3,240	01/26/2011	<input type="checkbox"/>	<input type="checkbox"/>
107222	E RESI	5188 State Route 9	830	Sedro Woolley	\$309,950	130	3	2	2,345	11/29/2010	<input type="checkbox"/>	<input type="checkbox"/>
109475	E RESI	8044 Pipeline Rd	830	Sedro Woolley	\$310,000	91	4	2.5	2,284	10/22/2010	<input type="checkbox"/>	<input type="checkbox"/>
28142220	E RESI	26524 Helmick	830	Sedro Woolley	\$319,000	356	3	2.75	1,752	04/04/2010	<input type="checkbox"/>	<input type="checkbox"/>
105808	E RESI	24490 McKendree Lane	830	Sedro Woolley	\$319,000	147	3	2.5	2,203	12/16/2010	<input type="checkbox"/>	<input type="checkbox"/>
103108	E RESI	26618 Ridgewood Dr	830	Sedro Woolley	\$319,900	268	3	2.5	2,135	01/01/2011	<input type="checkbox"/>	<input type="checkbox"/>
106413	E RESI	7554 Valley View Rd	830	Sedro Woolley	\$324,950	908	3	2	1,826	02/01/2011	<input type="checkbox"/>	<input type="checkbox"/>
42628	E RESI	21306 Clara Place	830	Sedro Woolley	\$325,000	365	3	2.5	2,104	12/01/2010	<input type="checkbox"/>	<input type="checkbox"/>
48742	E RESI	315 Warner	830	Sedro Woolley	\$325,000	114	3	2	2,440	07/28/2010	<input type="checkbox"/>	<input type="checkbox"/>
109798	E RESI	24094 Martin Rd	830	Sedro Woolley	\$325,000	58	3	1	1,344	09/25/2010	<input type="checkbox"/>	<input type="checkbox"/>

Status is one of 'Sold', 'Sale Fail Release', 'Temp. Off Mrkt.', 'Expired'
 Contractual Date is 2/22/2011 to 1/18/2010
 Property Sub Type is 'Residential'
 County is 'Skagit'
 City is 'Sedro Woolley'
 Current Price is 290000 to 350000
 Ordered by Status, Area, Current Price
 Found 29 results in 0.00 seconds.

26-29 of 29 · Checked 0 · [Check all](#)

Display Single Line

at 25 per page · View as

[Previous](#) · [1](#) [2]

<input type="checkbox"/>	MLS #	Stat	Type	Address	Area	City	List/Sell \$	CDOM	Bds	Bths	SF	Stat Date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	29095402	E	RESI	496 Valley Hwy	830	Sedro Woolley	\$329,900	480	2	2.25	2,386	11/01/2010	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	106064	E	RESI	805 Talcott St	830	Sedro Woolley	\$329,900	184	3	2.5	2,008	01/21/2011	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	29063397	E	RESI	4466 Prairie Lane	830	Sedro Woolley	\$349,000	279	3	1.75	2,495	11/14/2010	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	106971	E	RESI	8044 Pipeline Rd	840	Sedro Woolley	\$310,000	91	4	2.5	2,284	10/22/2010	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Status is one of 'Sold', 'Sale Fail Release', 'Temp. Off Mrkt.', 'Expired'
 Contractual Date is 2/22/2011 to 1/18/2010
 Property Sub Type is 'Residential'
 County is 'Skagit'
 City is 'Sedro Woolley'
 Current Price is 290000 to 350000
 Ordered by Status, Area, Current Price
 Found 29 results in 0.00 seconds.



Exhibit 16 2

March 30, 2012

Reference: Mangat Properties LLC

To whom it may concern:

Whidbey Island Bank, at present time, is not pursuing any construction loans with Mangat Properties LLC, Harbhajan Mangat and/or Khushdev Mangat and no past due payments have been reported for their loan.

Please contact me at (360) 657-3122 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "GL", with a horizontal line underneath.

Greg Leigh
Gregl@wibank.com
Assistant Vice President
Credit Assistant
Whidbey Island Bank



November 5, 2007

Happy Mangat
Attn: Happy Mangat
7728 73rd PL NE
Marysville, Wa, 98270

Re: Customer Agreement for Mangat Estates.
Known to PSE as a residential 18 lot plat PSE order No. 105049949

Dear Mrs. Mangat,
Potelco, as a service provider for Puget Sound Energy, is currently working on your plat project at 5705 State Route 9, Sedro Woolley, Wa. As part of this project, PSE requires that the builder/developer sign a NEW PLAT ELECTRIC SERVICE AGREEMENT for power service. This agreement ensures that the power service is installed as designed and the billing is set-up correctly for the developer and the future homeowners. The charges for the construction of the Electric facilities to serve your plat are \$54,600.89 per the attached letter.

Per Tariff you can supply a 'Credit Instrument Letter' with appropriate security in lieu of the entire amount up front. If supplying a credit instrument is option you choose then **1) Note that the following dollar amounts are based on a Credit Instrument duration of 2 years. 2) Your up front payment to PSE is \$33,639.67** which includes capital charges of \$3,699.00 along with the portion of the attached letter that is not refundable by qualified hookup of lots within the plat and **3) The Credit Instrument amount should be \$24,660.01** which equal to the refundable plat portion. Please note that 1) the capital charges (aka interest) are a) calculated based on the duration of the Credit Instrument Letter b) are not refundable and 2) **the credit instrument MUST BE IN THE NAME OF THE CUSTOMER NAMED ON THE PSE COST LETTER.**

Please sign the copy enclosed agreement and send it back to Potelco along with a signed copy of this letter and your payment made out to PSE. If someone is signing as an owner's agent or representative please include documentation showing the agents ability to legally bind the owner into this contract.(ie document who can sign for the LLC or INC.)

Call me if you have any questions and thank you for your cooperation.

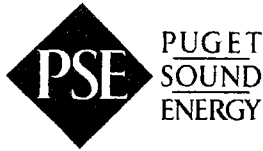
I have read and agree to the terms and conditions outlined in this agreement and it's attachments.

Khushdev S Mangat
Owner or owner designee's signature

KHUSHDEV MANGAT 12.10.2007
Print Name Date

Sincerely,

Steve Dodson
Project Manager
Potelco, Inc. Service Provider for Puget Sound Energy



ELECTRIC SCHEDULE 85 – NEW SINGLE-FAMILY PLAT

AGREEMENT TO PROVIDE CREDIT INSTRUMENT IN LIEU OF CASH

This Agreement, dated as of November 5, 2007 is made by and between Puget Sound Energy, Inc. (“PSE”) and **Happy Mangat** (“Developer”). PSE will accept a performance bond, letter of credit, or other credit instrument (collectively referred to as a “Credit Instrument”) in lieu of the cash payment required under Schedule 85, Customer Line Extension Costs – Payment Options, Section 2, plus payment of the Capital Charge described herein. The Credit Instrument being provided by Developer is a

Performance Bond; Assignment of Bank Account; Letter of Credit; Other _____ with a term of _____ years. The issuer of the Credit Instrument is: _____ whose address is: _____

_____.
The Credit Instrument must be in the name of the Developer named above.

1. This Agreement governs the Plat known as Mangat Estates, which consists of 18 lots under PSE’s Work Order Number 105049949.
2. In lieu of the cash payment required under Schedule 85, Customer Line Extension Costs – Payment Options, Section 2 for the above Plat, the Developer may substitute a Credit Instrument which meets the following requirements:
 - (a) The face amount of the Credit Instrument shall be equal to the refundable payment required under Schedule 85 for such Plat, which is \$24,660.01 (not to exceed \$1370.00 per lot)
 - (b) The Credit Instrument shall be for a period not less than one year or not more than five years. If the term is shorter than the period required by the Developer to complete the Plat and permanently connect all customers within the Plat, such Credit Instrument shall be renewed or extended up to a maximum of five years from the date of the original agreement. Upon failure to renew or extend where so required, PSE shall have a right to receive payment in an amount equal to the face amount then outstanding on such Credit Instrument from the institution issuing such Instrument.
 - (c) The maximum term of a single Credit Instrument or a series of Credit Instruments for the above named plat is five (5) years. At the end of five (5) years the Developer shall pay to PSE the remaining face amount, if any, of the Credit Instrument or PSE shall collect such amount from the institution who issued the Credit Instrument. The Developer may, at any time, pay the remaining face amount of the Credit Instrument which will then be considered a cash payment under Schedule 85. The terms for refund of the cash payment shall be in accordance with Schedule 85.

- (d) Reductions in the face amount of the Credit Instrument may be made where appropriate to reflect the permanent connection of new customers (not to exceed \$1370.00 per lot). Such reductions shall occur no more frequently than once every twelve (12) months. For plats with a written application dated on or after March 3, 2005, the Company may process reductions in the face amount of the Credit Instrument on a quarterly basis provided completed and accurate information regarding the lots eligible for refund is provided by the Developer. Upon notification by the Developer and verification by PSE's representative, PSE will notify the institution issuing the Credit Instrument that the face amount of such Instrument may be reduced by an amount equal to the refunds allowed in Schedule 85, for Single Family Residences.
3. To compensate PSE for interest earnings foregone as the result of the use of a Credit Instrument, the Developer shall pay PSE a fee ("Capital Charge"). The Capital Charge shall be determined using an interest rate equal to the prime rate published in the *Wall Street Journal* on the date the credit instrument is issued or entered into for the benefit of PSE, which is currently 7.50%. This rate shall be used throughout the term of the Credit Instrument. This rate multiplied by the amount of the Credit Instrument shall be the annual Capital Charge. The annual Capital Charge shall be multiplied by the term of the Credit Instrument.
 4. The Capital Charge for the term of the Credit Instrument shall be paid upon execution of this Agreement. The amount of the Capital Charge payment to accompany this Agreement is \$ 3,699.00.
 5. The Credit Instrument shall secure payment of the refundable payment required under Schedule 85. In the event the Developer fails to pay the Capital Charge when due, PSE shall have a right to recover the refundable portion of the face amount of the Credit Instrument then outstanding, from the institution which issued the Credit Instrument.
 6. This Agreement does not change or alter any terms or conditions of service under Schedule 85 except to the extent that it provides an alternative means of fulfilling the requirement of a cash payment as defined under Schedule 85, Customer Line Extension Costs – Payment Options, Section 2. This agreement does not constitute a waiver of PSE's right to require cash payments in the future.
 7. The term of this Agreement is until all amounts due are paid or refunded unless superseded by another Agreement. All write-downs of the Credit Instrument must be requested within a period starting the date the electrical system installed in the above plat is energized and ending six (6) years later.
 8. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical 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 in terms between this Agreement and the Company's Schedules 80 and 85 of its tariffs shall be resolved in favor of such tariff provisions.

Developer or Owner

Steve Dodson
PSE Representative

Address of Developer or Owner

City State Zip Code

Telephone Number of Developer

Date signed: _____

Date signed: _____

Attachments:

- Credit Instrument
- Payment of Capital Charge



NEW PLAT ELECTRIC SERVICE AGREEMENT

PSE WORKORDER NO. 105049949		DATE ISSUED 10-30-07	
PLAT NAME MANGAT		OWNER KHUSHDEV MANGAT	
ADDRESS 5705 SR 9	CITY SEDRO WOOLLEY	STATE WA	ZIP 98284
MAILING ADDRESS 7728 73 RD PL NE	CITY MARYSVILLE	STATE WA	ZIP 98270
CONTACT NAME HAPPY MANGAT	PHONE 360-653-1261	PHONE	

In accordance with Puget Sound Energy's (PSE) Tariff G, Rate Schedule 85 "Line Extensions", on file with the Washington Utilities & Transportation Commission, this agreement confirms our intention to provide electrical service to your project. The delivery voltage of this electrical service is single-phase 120/240 volts (unless otherwise stated on the attached work sketch).

BRIEF DESCRIPTION OF WORK Single Phase Underground Line Extension to 18 Lot Plat
--

Summary of Charges

Applicable charges:

Total Centerline Footage charge (based on <u>1165</u> ft)	\$ 47,167.08	*
Estimated Cost	\$ 0.00	*
Transformation charge (based on <u>18</u> lots at 200 amps per lot)	\$ 6,137.41	*
Extension-to-plat-entrance charge	\$ 1,296.19	*
Total Plat Related Charge	\$ 54,600.68	*
Non-residential facilities	\$ 0.00	*
Relocation/removal of existing facilities/misc charges	\$ 0.00	*
Other non-refundable charges	\$ 0.00	*
Total Other Charges	\$ 0.00	*

* - these prices or charges include Schedule 87 tax effect.

Total charges due (please pay this amount)** **\$ 54,600.68**

**A credit instrument may be used for the "Total amount..." (1) shown below.

Refund Summary	
Refund amount for new permanent residential service connection per lot	\$ 1,370.00
Total amount available for new permanent service connection refunds for lots within plat	\$ <u>24,860.01</u> (1)
Total amount available for other projects or customers who connect to PSE's electric distribution facilities extended to reach the plat entrance	\$ 1,296.19
In no case will the total amount refunded exceed	\$ <u>25,956.20</u>

This cost information is valid for 90 days from the Date Issued, and is subject to being updated after that time. I have read both pages and agree to the terms and conditions outlined in this agreement and its attachments.

SIGNATURE*** <i>Khushdev Mangat</i>	TITLE OWNER	PRINT NAME KHUSHDEV MANGAT	DATE 12-10-2007
PSE REPRESENTATIVE Steve Dodson		PHONE 360-707-7545	

***Limited-Liability Companies (LLC's) are required to provide contact information for all managing members in addition to a copy of your Master Business Application.

NEW PLAT ELECTRIC SERVICE AGREEMENT

GENERAL

Please review the enclosed attachments. The Operating Rights Language document and Excavation Requirements & Final Grade Certification must be signed by the project owner, and returned with a signed copy of this agreement prior to PSE scheduling construction on your project. The work sketch shows the proposed design, including the location of permanent, above-ground electrical facilities. The electric distribution system has been designed to accommodate electrical equipment with up to 65 amps of locked-rotor current. Any variation from this design will be noted on the attached construction print. Transformers have been sized for diversified residential loads only, and shall not be used for high load factor (continuous) temporary power uses, such as electric heaters for dry-out. Fault currents for non-residential transformers in your project are noted on the attached PSE design drawing. Please notify the PSE representative listed on this agreement immediately if you believe there are conflicts between this design and your project. It is your responsibility to provide your project manager, site superintendent, and subcontractors with any information from this correspondence and its attachments that applies to their work.

PSE's costs and Schedule 85 terms and conditions, including margin allowance granted, will change from time to time. The terms contained in this agreement, including the costs indicated, can be adopted by submitting payment for the "Total Charges Due" and beginning PSE's electrical construction in a timely manner. PSE will not schedule the installation of the electric distribution system until this agreement and payment are received, and reasonable diligence will be used in commencing this work. PSE will not be liable for any delays resulting from circumstances beyond our control, including but not limited to failure to receive necessary Operating Rights.

OTHER CHARGES

Charges stated above do not include permitting fees (i.e. municipal/jurisdiction, railroad, Forest Service, DNR, D.O.T, etc.) or trenching and other excavation-related work, which are your responsibility to provide. Charges relating to your PSE-provided street-lighting system are not included in the above prices, and will come to you from PSE's IntoLight department under separate agreement. Charges relating to Rate Schedule 73 "Conversion to Underground Service for Customers other than Government Entities" will be addressed under separate agreement. **Charges for temporary and permanent electric service lines within the plat (i.e. residential hookups) are not included in the above charges.** These services can be ordered by calling PSE at 1-888-321-7779 after electrical inspection approval has been received.

REFUNDS

Refunds are available for permanent service connections made within five (5) years of the date on which the electric distribution facilities installed for this project are initially energized. Refund requests must be made within six (6) years of that time. The Owner is responsible for making all refund requests. PSE may process plat refund requests on a quarterly basis, commencing with the first quarter following the facilities being initially energized. Questions concerning refunding should be directed to the PSE Representative noted on the front of this Agreement. **All refund money will be sent to the Owner noted on the front of this Agreement. This should be noted, and accounted for in the corresponding sales agreement if the Owner sells this project to a subsequent owner.** You will find it useful to retain this agreement to use as a reference when making your refund request.

RATE SCHEDULE 85

All terms and conditions, costs, and refunds are in accordance with PSE's Rate Schedule 85, and any discrepancies between this agreement and the Rate Schedule will be resolved in favor of the Rate Schedule. Rate Schedule 85 contains more detailed information covering costs, refunds, rights, and obligations than is reflected in this agreement. The entirety of Rate Schedule 85 can be viewed at PSE's website www.pse.com.

Exhibit A



OMB Approval No. 2502-0265

A. Final Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: 6472001	7. Loan Number: 141362	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: Khushdev S. Mangat Harbhajan K. Mangat 7728 73rd PL NE Marysville, WA 98270	E. Name and Address of Seller: 	F. Name and Address of Lender: Boeing Employees' Credit Union 12770 Gateway Drive Tukwila, WA 98168
---	---	---

G. Property Location: 24071 Mangat Lane Sedro Wooley, WA 98284 Skagit County, Washington	H. Settlement Agent: Ticor Title Company (425)255-7575 Place of Settlement: 600 SW 39th Street, Suite 100 Renton, WA 98057	I. Settlement Date: April 15, 2011 Funding Date: April 20, 2011 Disbursement Date: April 20, 2011
--	--	---

J. Summary of Borrower's transaction	
100. Gross Amount Due from Borrower:	
101. Contract sales price	
102. Personal property	
103. Settlement Charges to Borrower (Line 1400)	4,970.07
104. Payoff first mortgage WIB (North County Bank) #17016072	198,029.93
105. Payoff second mortgage	
Adjustments for items paid by Seller in advance	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	203,000.00
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	203,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by Seller	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	203,000.00
300. Cash at Settlement from/to Borrower	
301. Gross amount due from Borrower (line 120)	203,000.00
302. Less amount paid by/for Borrower (line 220)	(203,000.00)
303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower	0.00

K. Summary of Seller's transaction	
400. Gross Amount Due to Seller:	
401. Contract sales price	
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by Seller in advance	
406.	
407.	
408.	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	
500. Reductions in Amount Due Seller:	
501. Excess deposit (see instructions)	
502. Settlement charges to Seller (Line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by Seller	
510.	
511.	
512.	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	
600. Cash at settlement to/from Seller	
601. Gross amount due to Seller (line 420)	
602. Less reductions due Seller (line 520)	
603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

L. Settlement Charges					
700. Total Real Estate Broker Fees					
<i>Division of commission (line 700) as follows:</i>				Paid From Borrower'S Funds at Settlement	Paid From Seller'S Funds at Settlement
701.					
702.					
703.					
704.					
705.					
800. Items Payable in Connection with Loan					
801.	Our origination charge	\$ 2,030.00	(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	\$ 1,522.50	(from GFE #2)		
803.	Your adjusted origination charges	Boeing Employees' Credit Union	(from GFE #A)	3,552.50	
804.	Appraisal fee	to William Craig	(from GFE #3)		
805.	Credit Report	to CBC Credit	(from GFE #3)	18.00	
806.	Tax service	to First American Tax Service	(from GFE #3)	63.00	
807.	Flood certification	to CBC-Innovis	(from GFE #3)	12.00	
808.		to	(from GFE #3)		
809.		to	(from GFE #3)		
810.		to	(from GFE #3)		
811.		to	(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance					
901.	Daily interest charges from	04/20/11 to 05/01/11	11 days @ \$27.110000/day	(from GFE #10)	298.21
902.	Mortgage insurance premium for	months to		(from GFE #3)	
903.	Homeowner's insurance for	years to		(from GFE #11)	
904.				(from GFE #11)	
905.				(from GFE #11)	
1000. Reserves Deposited with Lender					
1001.	Initial deposit for your escrow account		(from GFE #9)		
1002.	Homeowner's insurance	months @ \$	per month		
1003.	Mortgage insurance	months @ \$	per month		
1004.	Property taxes				
1005.		months @ \$	per month		
1006.		months @ \$	per month		
1007.		months @ \$	per month		
1008.					
1009.	Aggregate Adjustment				
1100. Title Charges					
1101.	Title services and lender's title insurance		(from GFE #4)	928.36	
1102.	Settlement or closing fee	Ticor Title Company	\$547.50		
1103.	Owner's title insurance to Chicago Title Insurance Company #620012916		(from GFE #5)		
1104.	Lender's title insurance to Chicago Title Insurance Company #620012916	\$ 352.00			
1105.	Lender's title policy limit	\$ 203,000.00			
1106.	Owner's title policy limit				
1107.	Agent's portion of the total title insurance premium				
1108.	Underwriter's portion of the total title insurance premium	\$ 352.00			
1109.					
1110.					
1111.					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201.	Government recording charges	to Chicago Title Insurance Company #620012916	(from GFE #7)	Aggregate Recording	98.00
1202.	Deed \$	Mortgage \$ 98.00	Releases \$	Other \$	
1203.	Transfer taxes		(from GFE #8)		
1204.	City/County tax/stamps				
1205.	State tax/stamps				
1206.	Excise Tax	Skagit County Treasury			
1207.					
1300. Additional Settlement Charges					
1301.	Required services that you can shop for		(from GFE #6)		
1302.		to			
1303.					
1304.					
1305.					
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				4,970.07

Itemization of Line 1101:
- Lender's title insurance to Chicago Title Insurance Company #620012916 - 352.00
- Sales Tax - Lenders Policy - 28.86
- Sales Tax - Other Policy - N/A
- Settlement or Closing Fee - 500.00
- Sales Tax on Escrow - 47.50
- Courier/Delivery/Fed X/UPS - N/A
- Sales Tax on Courier/Delivery/Fed X/UPS - N/A
- Release Tracking Fee - N/A
- Sales Tax on Release Tracking - N/A
- - N/A
- - N/A

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our Origination Charge	# 801	2,030.00	2,030.00
Your Credit or Charge Points for the specific rate chosen	# 802	1,522.50	1,522.50
Your adjusted origination charge	# 803	3,552.50	3,552.50
Transfer taxes	# 1203	0.00	0.00

Charges That in Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	180.00	98.00
Appraisal fee	# 804	495.00	495.00
Credit report	# 805	18.00	18.00
Tax service	# 806	63.00	63.00
Flood certification	# 807	12.00	12.00
Title services and lender's title insurance	# 1101	885.20	928.36
Total		1,653.20	1,614.36
Increase between GFE and HUD-1 Charges		\$ -38.84	or -2.35%

Charges That Can Change		Good Faith Estimate	HUD-1
Daily interest charges	# 901 \$ 27.110000/day	162.66	298.21

Loan Terms

Your initial loan amount is	\$ 203,000.00
Your loan term is	30 years
Your initial interest rate is	4.8750 %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	\$ 1,074.29 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of ____%. The first change will be on ____ and can change again every ____ months after _____. Every change date, your interest rate can increase or decrease by ____%. Over the life of the loan, your interest rate is guaranteed to never be lower than ____% or higher than ____%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$ _____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on ____ and the monthly amount owed can rise to \$ _____. The maximum it can ever rise to is \$ _____.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ _____.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ _____ due in ____ years on _____.
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ _____ that results in a total initial monthly amount owed of \$ _____. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Final HUD-1, Page 4

Borrower (s): Khushdev S. Mangat and Harbhajan K.
Mangat
7728 73rd PL NE
Marysville, WA 98270

Lender: Boeing Employees' Credit Union

Settlement Agent: Ticor Title Company
(425)255-7575

Place of Settlement: 600 SW 39th Street, Suite 100
Renton, WA 98057

Settlement Date: April 15, 2011
Disbursement Date: April 20, 2011

Property Location: 24071 Mangat Lane
Sedro Wooley, WA 98284
Skagit County, Washington

Borrower Loan Payoff Details

Payoff first mortgage	to WIB (North County Bank) #17016072-370007 Re: 200607250096
Loan Payoff	198,029.93
Total Loan Payoff	<u>\$ 198,029.93</u>

SINGLE FAMILY BUILDING PERMITS

State of Washington and Counties Annual Totals

County	2001	2003	2005	2006	2007	2008	2009	% ch
Adams	31	57	32	29	52	34	57	67.6%
Asotin	42	44	106	73	58	49	29	-40.8%
Benton	930	974	1,103	936	818	606	540	-10.9%
Chelan	251	347	457	580	472	305	236	-22.6%
Clallam	329	483	666	422	419	255	149	-41.6%
Clark	3,294	3,298	3,495	2,379	1,803	1,053	690	-34.5%
Columbia	4	6	10	6	15	7	4	-42.9%
Cowlitz	288	354	469	620	485	268	147	-45.1%
Douglas	139	214	381	283	295	135	95	-29.6%
Ferry	31	19	32	24	32	25	21	-16.0%
Franklin	451	942	1,061	778	578	476	540	13.4%
Garfield	0	0	6	18	8	10	4	-60.0%
Grant	183	279	570	625	655	343	218	-36.4%
Grays Harbor	207	291	335	444	462	250	142	-43.2%
Island	518	598	752	634	463	329	198	-39.8%
Jefferson	230	290	326	287	269	137	94	-31.4%
King	4,302	6,499	7,047	6,024	5,327	3,029	2,003	-33.9%
Kitsap	1,126	1,376	1,300	1,184	1,239	682	552	-19.1%
Kittitas	281	351	547	543	508	258	175	-32.2%
Klickitat	92	107	129	141	132	88	91	3.4%
Lewis	166	306	499	499	487	243	132	-45.7%
Lincon	28	39	47	48	53	30	45	50.0%
Mason	373	460	601	516	411	236	149	-36.9%
Okanogan	167	138	237	259	210	224	129	-42.4%
Pacific	50	71	194	153	153	82	48	-41.5%
Pend Oreille	46	58	84	133	143	118	74	-37.3%
Pierce	4,107	4,400	5,515	4,884	3,571	1,805	1,243	-31.1%
San Juan	171	178	204	189	157	184	120	-34.8%
Skagit	505	713	934	902	793	397	251	-36.8%
Skamania	35	70	120	123	82	43	32	-25.6%
Snohomish	3,787	4,249	5,719	4,557	3,618	1,840	1,790	-2.7%
Spokane	1,475	1,959	3,557	2,647	2,139	1,173	809	-31.0%
Stevens	145	152	223	200	240	122	84	-31.1%
Thurston	1,433	1,670	2,530	2,493	2,027	1,212	1,083	-10.6%
Wahkiakum	9	21	49	44	50	20	11	-45.0%
Walla Walla	157	206	211	256	211	139	87	-37.4%
Whatcom	981	1,493	1,698	1,181	858	536	426	-20.5%
Whitman	69	103	138	98	125	80	67	-16.3%
Yakima	303	494	739	653	1,093	617	426	-31.0%
Statewide	26,736	33,309	42,123	35,865	30,511	17,440	12,991	-25.5%

Source: U.S. Department of Commerce

www.pse.com



PUGET SOUND ENERGY

Puget Sound Energy, Inc
3130 South 38th Street
Tacoma, WA 98409

October 24, 2011

Attention: Dave Mangat
Khushdev & Harbhajan Mangat
P O Box 1692
Marysville, Wa. 98270

RE: PLAT REFUND
PSE WORK ORDER NO. 105049949

Dear Dave Mangat:

Enclosed is a check for **\$1,370.00** for the refund request for the permanent connections to the addresses of (See enclosed log sheet). Lot 9, 24257 Mangat Ln does not qualify for a refund, this address is being served from an Overhead Transformer. This **partial** refund is for the prepaid Refundable portion of Plat Charge for the plat of Mangat Estates.

The remaining Refundable Portion of Plat Charge balance on this contract is **\$23,290.01**. The Extension to Plat Entrance refundable portion in the amount of **\$1,296.19** may be available from other projects connecting to PSE's facilities extended to your plat entrance. The contract expires on February 27, 2013.

PSE provides refund reviews on a Quarterly basis The next quarterly refund may be requested on January 4, 2012.

A complete copy of Schedule 85, Electric Tariff G is available at www.pse.com for your reference. If you have any questions or future refunds, please contact me at 253-476-6335.

Thank You,

Linda Bradshaw
Customer Contract Analyst

Nancy Novak
253-476-6412

Linda

Enclosure 2

Customer KHUSHDEV S MANGAT



PUGET SOUND ENERGY
The Energy To Do Great Things

STATEMENT SUMMARY AS OF JAN 30, 2008

Balance as of last billing
Balance Forward
Other Charges
CURRENT TOTAL AS OF JAN 30, 2008

Account No. 671-914-427-8
Account Balance \$54,600.68CR
\$54,600.68CR
\$54,600.68
\$.00

Statement Due Date Feb 20, 2008

AMOUNT DUE THIS STATEMENT \$.00

Description of Other Charges

Description of Other Charges	Reference #	Amount
SAP Line Extension Plat	6719144216811	\$54,600.68
IN-PLAT REFUNDABLE		
IN-PLAT NON-REFUNDABLE		\$24660.01
EXT. TO PLAT ENTRANCE REFUNDABLE		\$28644.48
4501 STATE ROUTE 9, SEDRO WOOLLEY, WA-98284		\$1296.19
BILL DOC #090338510		
PMT RCVD \$54,600.68 CK #1002		
Total of Other Charges		\$54,600.68

For information, emergencies, to report an outage or for changes to your account, please call 1-888-225-5773 or from out-of-state, 1-425-452-1234.

When paying in person, please present both portions. When mailing remittance, please mail to Puget Sound Energy, BOT-01H, P.O. Box 91269, Bellevue, WA 98009-9269

Please detach here ↑ and return this portion with your payment



671-913-940

Account: 671-914-427-8

NONE

051530

**R013

KHUSHDEV S MANGAT
7728 73RD PL NE
MARYSVILLE WA 98270-6559

Puget Sound Energy
BOT-01H
P.O. Box 91269
Bellevue, WA 98009-9269

041976

0001 01 00006719144278 000000000000 000000000000

CLX COLLECTIBLE		67191-4421-6811	REFUND DATE					
CLX Statement #	671-914-427	REFUND AMOUNT	\$1,370.00	LOT COUNT				
Consumer Name	KHUSHDEV S MANGAT	TOTAL PAID ON CONTRACT						
Refund To:	SAME							
Plat Name	MANGAT ESTATES							
Work Order #	105049949	TOTAL REFUND AMT ON CONTRACT	\$1,370.00					
Energized Date	2/29/2008							
Expired Date	2/27/2011							
Contract #	56001779	BILLING MO/YR						
BILL DOC #	90338510							
CREDIT MEMO #	70005595							
DATE OF LOG SHEET	10/6/2011							
		FIELD		BEGIN	REF #	END		
REFUND DATE	LOT #	SERVICE ADDRESS	COMP DATE	METER #	REFUND #1	BALANCE	25200171	BAL.
1	2	REFUNDABLE PORTION IN PLAT CHARGE	8/5/2010	U025626587	\$1,370.00	\$24,660.01		\$23,290.01
2		24071 MANGAT LN SEDRO WOOLLEY						
3								
4								
5								
6								
7								
8								
9								
10								
11								
12		EXTENS PLAT ENTRANCE REFUNDABLE				\$1,296.19		\$1,296.19
13								

Washington UTC Request

112821

Happy Mangat

24257 Mangat Lane
Sedro Woolley, WA 98284
Phone: (425) 220-5762

Request: 112821 Serviced by: Lynda Holloway
Opened on: 01/12/2012
Closed on: 01/12/2012

Description:

The consumer called and said she put a development in four years ago, paying \$56,000 under order #105-04-9949. The consumer said because of the down turn in the economy they have been unable to get loans from the bank to build the other homes, planned for the development. She said there is only one year left of the five year line extension refund agreement, and she wants an extension of five more years.

Consumer said she spoke to Nancy Novak of PSE (253-476-6412) who told her she needed to contact the UTC to get the extension.

Results:

The consumer has been informed that the Co. is following it's tariff by not allowing additional time beyond 5 years for refund of line extension costs. The consumer believes there should be a change to allow additional time due to the poor economy. The consumer wants to file a formal complaint. Customer has been mailed the electricity formal complaint packet.

Activity:

*** 01/12/2012 09:30 AM Action: Lynda Holloway
Read the Co. Tariff G Schedule 85j - Line Extensions - Part d states that refunds have an eligibility period of 5 years commencing with the first anniversary of facilities energization.

I also talked to Roger Kouchi about the consumer's complaint and about the time frame of refunds for line extensions. Roger said the consumer could file a formal complaint and request an extension of time through that process, however, she bear the burden of proving the Co. should give her more time.

*** 01/12/2012 10:45 AM Phone: Lynda Holloway >> Nancy Novak - PSE
Called Nancy and we discussed the issue. I asked if the customer was told the commission would give her a waiver of the 5 year time limit to receive refunds after putting in a line extension. Nancy said she did not. She said she explained the Co's position of allowing 5 years to receive the refund as written in the tariff. She said the customer is insisting that she be given more time because of the economy and so she referred her to the commission so we could give the consumer confirmation of the time frame. I asked if the Co. had considered changing it's tariff to allow more time. She said it had been

discussed in the past, but the Co. would not be making any change as it wouldn't be fair to other customers who had already passed the 5 year point and didn't get a refund.

Told her I would let the consumer know we had spoke and would call her again if I needed any additional information.

*** 01/13/2012 11:04 AM Phone: Lynda Holloway << Consumer

The consumer called and asked if I had any information for her. I told her I had reviewed the Co. tariff which states the 5 year policy on refunds for line extensions. Told her I had also reviewed other complaint and inquiries about the subject and none showed the Co. had allowed any additional time beyond 5 years.

I also let the consumer know that I spoke to Nancy Novak at PSE and she said the Co. would not be requesting a waiver or change of their tariff to allow additional time due to the consumer's inability to build in her development within the 5 years allowed. The consumer then asked for a supervisor at PSE who was over Nancy. I told her the only escalation manager I could refer her to was Dee Walker and I gave her his number.

I also told the consumer that I had spoke to Roger Kouchi, who is an energy analyst in our section, about her issue and he had suggested she may try filing a formal complaint. I also explained that the burden of proof would be upon her and it would be a very difficult fights since the Co. tariff allowing 5 years had been in place for so long. She said she wanted to try anyway. I told her I would have the formal complaint packet sent to her.