

**SEATTLE-KITSAP LAW, PLLC**  
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**UW-230997**  
Received  
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Feb 16, 2024

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February 15, 2024

Secretary of the  
Washington Utilities and Transportation Commission  
via UTC Web Portal

Re: WUTC v. Washington Water Supply, Inc.; No. UW-230997

Dear Secretary:

I am counsel for Respondent Washington Water Supply, Inc. in the above matter, and can be contacted at the address above. I have enclosed for filing the following pleadings in the above matter:

1. Declaration of John Poppe in Reply to Declaration of Michael Young.

Please confirm your receipt, and whether any additional information is requested. Thank you.

Very truly yours,  
SEATTLE-KITSAP LAW, PLLC

By:

  
Scott M. Ellerby

Encl.

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5 BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

6  
7 WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION.

8 Complainant,

9 v.

NO.: UW-230997

10 WASHINGTON WATER SUPPLY, INC.,  
11 Respondent.

DECLARATION OF JOHN POPPE IN  
REPLY TO DECLARATION OF MICHAEL  
YOUNG

12  
13 1. John Poppe declares and states as follows: I am the president of Washington  
14 Water Supply, Inc. ("WWS"), respondent in the above-entitled matter, and make this declaration  
15 on personal knowledge. I am above the age of majority and competent to testify herein.

16 2. In paragraph 3 of Michael Young's declaration, he discusses in detail a meeting at  
17 the Echo Glenn Water System which he did not attend. Not only does he attempt to repeat  
18 hearsay statements attributed to "Echo Glenn customers," his statements are untrue and  
19 misconstrued. The meeting in question was simply a question and answer session and I was the  
20 representative of WWS at the meeting. I did not quote rates at the meeting and did not specify  
21 any specific increase in rates, as doing so at the time was impossible because the costs of any  
22 rehabilitation effort on the system were completely unknown. I did not agree "at that time on a  
23 new well and to interim rates to rehabilitate the existing well." Likewise, as no rates were  
24 discussed at the meeting as costs were unknown, there was no agreement to "file those agreed-  
25 upon rates with the Commission," as represented by Mr. Young who was not present.

26 3. Mr. Young's statements in paragraph 5 of his declaration are equally untrue and a

J. POPPE DECLARATION

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1 misrepresentation of the facts. Like his hearsay testimony above, Mr. Young again attempts to  
2 provide hearsay testimony about the contents and background of a letter to WWS from the  
3 Department of Health ("DOH"). WWS and DOH agreed out of an abundance of caution to issue  
4 a boil water advisory simply because quantities of water were being delivered to the system by  
5 tank truck, which carries a risk of contamination despite the chlorination of the water. WWS  
6 scrupulously collected water samples to be tested by an independent lab approved by DOH, and  
7 those samples all confirmed that there was no bacteria present in the water. The bacterial  
8 testing had nothing to do with well maintenance or any other issue caused by WWS, and Mr.  
9 Young's attempt to create that impression is deceptive and misleading. Contrary to Mr. Young's  
10 attempt to suggest otherwise, DOH approved of WWS' handling of the Echo Glenn Water  
11 System and its successful efforts to provide clean and safe drinking water. DOH found no water  
12 quality violations.

13 4. Order 01 in Docket UW-230598 approved a surcharge on the system to enable WWS to  
14 recapture costs approved by UTC. WWS fully complied with the entire text of Order 01 by  
15 imposing the surcharge on August 15, 2023 and terminating it on November 15, 2023. Because  
16 all the exceptional and additional system costs incurred by WWS were not recaptured by the  
17 August 15, 2023 tariff, I agreed with UTC staff to issue an update for the purpose of recovering  
18 those costs. Indeed, the text of Order 01 described above specifically allowed the issuance of an  
19 update to recover additional costs. That language is as follows: "Prior to the November 15  
20 expiration date, the Company may file to update the surcharge with additional invoices paid to  
21 recalculate the amount or time period of the surcharge." WWS complied with this express  
22 allowance of a tariff update, and UTC staff chose to ignore that allowance by refusing to approve  
23 the tariff update. Despite the language in Order 01, and UTC staff's agreement with WWS to  
24 allow the tariff update, they reneged on their representation to me that it would be approved.  
25 The different expiration dates in the adjusted surcharge were the result of UTC staff advising me  
26 to provide alternate expiration dates. I did so at their request.

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1           5.       It is important to point out that the staff report to the Commission prior to the  
2 January 11, 2024 meeting recommended suspension of the tariff because staff opposed the  
3 approval of the \$60 per month surcharge tariff based on their purported dispute of the financial  
4 information I provided to them documenting the additional costs incurred by WWS justifying the  
5 surcharge. Yet in the Declaration of Michael Young, paragraph 7, he now asserts that the  
6 grounds for disallowance of the surcharge was based on the discrepancy of the monies collected  
7 by WWS and the surcharge rate.

8           6.       Mr. Young has acknowledged that I was unable to access the meeting and present  
9 testimony in response to UTC representations to the Commission during the January 11, 2024  
10 meeting. His statements that I was provided with a second meeting link and passcode ignore the  
11 fact that I sent emails to staff attempting learn why I could not participate in the meeting. He  
12 asserts that WWS was emailed new meeting access information, but the email did not arrive until  
13 after the meeting concluded. This prevented me from explaining the above details to the  
14 Commission, which resulted in the Commission's issuance of Order 01, Docket No. UW-230997,  
15 which has further delayed the approval of the second surcharge and caused financial damage to  
16 WWS.

17           7.       My experience with UTC staff on this matter has been frustrating and  
18 bewildering. UTC staff presented information at the meeting that was not discussed with me or  
19 presented to me in any way prior to the meeting. Docket UW-230598 specifically approved the  
20 "revised documentation to support an extension of the time period of the surcharge or adjustment  
21 of the rate prior to the expiration date." This led to my conclusion that the surcharge described  
22 above would be supported by the Commission and that UTC staff would recommend its approval  
23 to the Commission. Their reversal and disapproval of the surcharge update was not explained to  
24 me in advance of the meeting despite my repeated requests for explanation. Staff informed me  
25 that they would recommend a "suspension" of the adjusted surcharge, and failed to explain the  
26 reasons for the suspension to me despite my repeated requests for an explanation. The first

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1 formal notice I received that staff would not recommend approval of the adjusted surcharge was  
2 when I received the notice of the January 11, 2024 meeting. WWS did not receive Docket UW-  
3 230997 presented to the Commission by staff until after the hearing. There was no effort made  
4 by staff to work with me in addressing any of their unstated and unexplained concerns.

5 Signed under the penalty of perjury this 15th day of February, 2024, in Silverdale,  
6 Washington.

7  
8   
9 John Poppe

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12  
13 **DECLARATION OF SERVICE**

14  
15 I declare that on this date I caused to be served a true and correct copy of the within and  
16 foregoing Answer on the following, in the manner indicated:

17  
18 *Washington Utilities and Transportation*  
19 *Commission Staff*

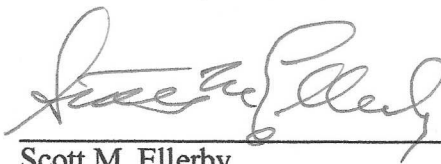
- Via first class mail, postage prepaid
- Via facsimile
- Via Legal Messengers
- Electronic filing via UTC website

20  
21  
22  
23 I declare, under penalty of perjury under the laws of the State of Washington, that the  
24 foregoing is true and correct.

25 DATED this 15th day of Feb., 2024.

26  
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