

**BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND )  
TRANSPORTATION COMMISSION, )

Complainant, )

v. )

PACIFIC POWER & LIGHT COMPANY, )

Respondent. )  
\_\_\_\_\_ )

Docket No. UE-161204

**EXHIBIT NO. RW-3**

**TIIN MA LOGGING COMPANY DISCONNECTION DOCUMENTS**

**April 21, 2017**



**Tiin-Ma Logging Company**  
**PO Box 458, 61 Medicine Valley Road**  
**White Swan, WA 98952**  
**Phone: (509)874-2040 Fax: (509) 874-2242**

**Kip R. Ramsey**  
**Owner**

June 30, 2016

**Pacific Power**  
**P.O Box 26000**  
**Portland. OR 97256-0001**

**Dear Pacific Power:**

I am sending you this written notice to request cancellation of our power services effective immediately.

**Account number: 51491021-0012**

**Account number: 51491021-0020**

**Allotment number: T-620 Lease # 5-2-3050-1317 Sec 36, T-11 N., R-16E.**

I wanted you to know that we greatly appreciate your dedicated services for the past 42 years. I hope this this 30 day notice will be sufficient. We will be switching to Yakama Power.

*If you have any questions or concerns please contact us at (509)-874-2090*

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Kip R. Ramsey', is written over a horizontal line.

**Kip R. Ramsey**

**Yakama Nation Enrollment Number 2161**

**Owner, Tiin-Ma Logging Company**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

**LOGGING MAINTENANCE & SERVICE SHOP  
BUSINESS LEASE**

Allotment No. T-620

Lease No. 5-2-3050-1317

Yakama Agency

THIS CONTRACT, made and entered into this 12th day of March, 2013, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians) hereinafter called the "landlord", and Kip R. Ramsey, (509) 874-2040 of P. O. Box 577, White Swan, WA 98952, hereinafter called the "tenant", in accordance with the provisions of existing law and the regulations (25 C.F.R. 162) which, by reference, are made a part hereof,

WITNESSETH, That for and in consideration of the rents, covenants, and agreements hereinafter provided, the landlord hereby lets and leases unto the tenant the land and premises described as follows, to wit:

**SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  in Section 36, T. 11 N., R. 16 E., W.M., WA**

containing 10 acres, more or less, of which not to exceed See SMC Farm Plan (incorporated at Provision #22 of the lease) acres may be cultivated, for the term of FIVE (5) years, beginning on the 1st day of January, 2013 and to end on the 31st day of December, 2017, subject to the conditions hereinafter set forth. The tenant, in consideration of the foregoing, covenants and agrees, as rental for the land and promises to pay \$5,000.00 per annum to the Bureau of Indian Affairs, hereinafter called the BIA, as indicated on the attached distribution list. The tenant will also pay an administrative fee of \$-0- (ENROLLEE), as indicated on the attached distribution list.

The land described in this lease must be used for the sole purpose of **LOGGING MAINTENANCE & SERVICE SHOP**. Any use of the leased premises for an unauthorized purpose, or a failure by the tenant to maintain continuous operations throughout the lease term, will be treated as a lease violation.

"SECRETARY" as used herein means the Secretary of the Interior or his authorized representative.

Initial KR

(WA Jan2015)  
Account #:51491021-001  
Service ID #:916321207

C/C: 11536  
Request #: 6246528

**CUSTOMER REQUESTED DISCONNECTION  
AGREEMENT  
between  
PACIFIC POWER  
and  
TIIN MA LOGGING CO.**

This Customer Requested Disconnection Agreement ("Agreement"), dated January 26, 2017, is entered into between PacifiCorp, an Oregon corporation d/b/a Pacific Power ("Pacific Power"), and Tiin Ma Logging Co. , owner of property ("Customer"), for permanent disconnection of electric service to Customer's Logging office at or near 61 Medicine Valley Rd., White Swan, Washington. Pacific Power and Customer are each sometimes referred to herein as "Party" or collectively as "Parties."

WHEREAS, Pacific Power is a provider of retail electric power and energy to retail electric customers in Washington;

WHEREAS, Customer is currently served from Pacific Power's system, but is requesting permanent disconnection from Pacific Power's system;

WHEREAS, certain Pacific Power facilities currently used to provide service to Customer will no longer be used and useful once Customer is disconnected;

WHEREAS, Pacific Power's Electric Service Rule No. 6 or its successor tariff, on file with and approved by the Washington Utilities and Transportation Commission, shall govern Customer's general obligations and responsibility for the cost of removal of facilities; and

WHEREAS, the Parties intend that this Agreement more specifically address their responsibilities to one another in this regard.

THEREFORE, the Parties agree as follows:

- 1. Facilities to be Removed.** The facilities to be removed by Pacific Power for which Customer is responsible for the removal cost are \$8,472.00.
- 2. Cost of Removal. Customer shall pay the Actual costs of removal.** Pacific Power estimates that the cost of removal of the facilities in paragraph 1, is \$8,472.00 ("Estimated Costs").
- 3. Payments.** Customer shall tender payment in the amount of the Estimated Costs upon executing this Agreement. Pacific Power's obligation to proceed with the disconnection of Customer from Pacific Power's system and removal of the facilities shall be contingent upon receipt of such payment.

Payment is considered authorization to proceed with work order preparation and removals. If prior to construction the Customer decides not to proceed with removals, this payment will be refunded less any portion used to provide the design, cost estimate and work order preparation.

After completion of removals Pacific Power will determine the actual costs and reconcile with the advance paid based on the preliminary estimate. If the actual costs are less than the Estimated Costs, the difference will be refunded to Customer. If actual costs are greater than the Estimated Costs, the difference will be billed to Customer. This amount due shall be payable to Company on the 25th day following the postmarked date of the invoice.

In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

4. **Expiration.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Pacific Power within ninety (90) days of the Contract date shown on page 1 of this Contract.
5. **Special Provisions:**
6. **Jurisdiction of Regulatory Authorities.** Pacific Power's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Washington Utilities and Transportation Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.
7. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the Parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Washington. Each Party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission and each Party hereby consents to the exclusive jurisdiction of such forum (and of the appellate courts therefrom) in any such suit, action or proceeding.
8. **Waiver.** No provision of this Contract, the Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving Party.
9. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

10. **Entire Agreement.** This Contract contains the entire agreement of the Parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the Parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both Parties.**

TIIN MA LOGGING CO.

By \_\_\_\_\_  
signature

\_\_\_\_\_  
NAME (type or print legibly) TITLE

\_\_\_\_\_  
DATE

Customer's Mailing Address for Executed Contract

\_\_\_\_\_  
ATTENTION OF

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

PACIFIC POWER

By \_\_\_\_\_  
signature

Mike Paulson Manager  
NAME (type or print legibly) TITLE

\_\_\_\_\_  
DATE

Pacific Power's Mailing Address for Executed Contract

500 N Keys Rd.  
ADDRESS

Yakima, WA 98901  
CITY, STATE, ZIP

**SERVICE LINE AGREEMENT**

WHEREAS, Pacific Power, organized and existing under the laws of the Washington/ Yakama hereinafter termed "APPLICANT", requested to extend electrical service ---service to Tiin Ma Logging therein after termed "AUTHORIZED OCCUPANT" of tract of T-620 Lease 5-2-3050-1317 land located on the Yakama, described below:

Section 36, Township 11 N., Range 16 E. W.M.

WHEREAS, the location of the service line required to serve the above described premises, and its extent, is more particularly shown and delineated on the attached "EXHIBIT A".

Now, therefore, it is hereby agreed that in consideration of the Applicant supplying electricity to the described premises, the **AUTHORIZED OCCUPANT** hereby grants permission to Applicant to construct, operate, and maintain a service line on and across said premises, with the right of ingress and egress.

Applicant agrees to comply with all the applicable requirements of 25 CFR Subpart B (169.51-.56) – Service Line Agreements.

IN WITNESS WHEREOF, this agreement was executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPLICANT**

Pacific Power

(Signature)

*MIKE PAULSON, APR. 1/30/17*

**AUTHORIZED OCCUPANT**

Name of Occupant

(Signature)

Lease No. 5-2-3050-3050-1317

**ATTEST:**

Filed with the Superintendent or other officer in charge of the Yakama Agency on \_\_\_\_\_, 20\_\_.

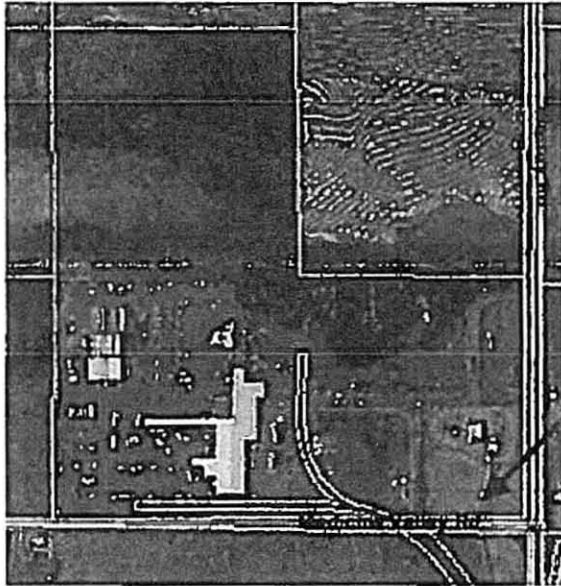
**NAME OF TRIBE**

\_\_\_\_\_(Authorizing Signature)

**PROPERTY DESCRIPTION**

Section: 36, Township: 11N Range: 16E, Willamette Meridian,  
Yakima County, State of Washington.

Map / Tax Lot or Parcel No.: Allotment T-620 Lease 5-2-3050-1317



APPROXIMATE  
LOCATION OF DOWN  
GUY AND ANCHOR

APPLICANT: PACIFIC POWER SIGNATURE: \_\_\_\_\_

AUTHORIZED OCCUPANT: TIIN MA LOGGING SIGNATURE \_\_\_\_\_

YAKAMA NATION SIGNATURE: \_\_\_\_\_

CC#: 11531 WO#: 6246528

Landowner Name: YAKAMA NATION

Drawn by: D. BONNY

This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

**EXHIBIT A**

