

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

Docket _____

**PETITION FOR DECLARATORY
ORDER**

Introduction

- I.* Pursuant to Revised Code of Washington (“RCW”) 34.05.240 and Washington Administrative Code (“WAC”) 480-07-930, King County, Washington (“King County”), BNSF Railway (“BNSF”), Frontier Communications Northwest, Inc. (“Frontier”), Verizon Wireless (“Verizon”), and New Cingular Wireless PCS, LLC (“AT&T”) (collectively, “Petitioners”), each one a retail electric customer of Puget Sound Energy, Inc. (“PSE”), jointly file this Petition for a Declaratory Order to address the degradation of service each of them receive from PSE due to the physical deterioration of the 40-year-old underground cable (the “Maloney Ridge Line”) by which electric service is provided. The Maloney Ridge Line is an 8.5 mile line in the Snoqualmie National Forest by which PSE is obligated to provide safe and reliable service to Petitioners. The Maloney Ridge Line is owned and operated by PSE and part of PSE’s retail distribution system. The Maloney Ridge Line must be replaced, a fact that PSE does not dispute. PSE, however, refuses to replace the line unless Petitioners and other customers on the Maloney

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Ridge Line bear the full, up-front capital cost of replacement. Petitioners seek a declaration from the Washington Utilities and Transportation Commission (“Commission”) that PSE is obligated to replace the Maloney Ridge Line and that the associated costs must be recovered through electric rates in the same fashion PSE recovers infrastructure replacement costs associated with its retail distribution system from other ratepayers. Under the requested ruling, Petitioners would then bear a portion of the capital costs of the replacement line as PSE ratepayers, just as they pay the costs of parts of the PSE distribution system used to serve other retail customers.

2. King County, BNSF Railway, Frontier, Verizon and AT&T are all PSE customers served on the Maloney Ridge Line. Their names and mailing addresses are:

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4. The U.S. Department of Energy, Bonneville Power Administration (“BPA”), is another PSE retail customer that takes service over the Maloney Ridge Line. Should BPA participate in this proceeding, it will be represented by separate counsel.

5. The following rules or statutes may be brought into issue by this Petition: RCW 34.05.240; RCW 80.01.040; RCW 80.28.010; RCW 80.28.020; RCW 80.28.100; RCW 80.28.130; and WAC 480-07-930.

6. Petitioners request the Commission issue an order applying and interpreting RCW 80.28.010, Schedule 85 of PSE’s Electric Tariff G, certain Service Agreements between PSE and its customers served on the Maloney Ridge Line, and the parties’ respective obligations thereunder, in light of the facts presented herein, and provide such other and further ratepayer relief as the Commission may deem necessary and appropriate under the circumstances.

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Parties

7. PSE is engaged in the business of providing electric and gas service within the State of Washington as a public service company and is subject to the regulatory authority of the Commission for its retail rates, service, facilities and practices. PSE owns, operates and maintains a retail electric distribution system that includes the Maloney Ridge Line.
8. King County is a county located within the State of Washington. King County owns and operates emergency communication facilities served by PSE over the Maloney Ridge Line. King County is a retail tariff customer of PSE.
9. Frontier provides telephone, internet and television services within the State of Washington. Frontier owns and operates facilities served by PSE over the Maloney Ridge Line. Frontier also is a retail tariff customer of PSE.
10. BNSF is a large railroad network extending within the State of Washington. BNSF owns and operates facilities served by PSE over the Maloney Ridge Line. BNSF also is a retail tariff customer of PSE.
11. Verizon is a mobile network operator doing business within the State of Washington. Verizon owns and operates facilities served by PSE over the Maloney Ridge Line. Verizon also is a retail tariff customer of PSE.
12. AT&T is a mobile network operator doing business within the State of Washington. AT&T owns and operates facilities served by PSE over the Maloney Ridge Line. AT&T also is a retail tariff customer of PSE.

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Factual Basis for the Petition

A. The 1971 Agreement for the Construction of the Maloney Ridge Line.

13. In 1971, Puget Sound Power & Light (predecessor to PSE) executed an agreement (the “1971 Agreement”) to construct the Maloney Ridge Line for service to a single, new customer, General Telephone Company of the Northwest, Inc. (“GTC”). (See Declaration of Chad M. Stokes in Support of Petition for Declaratory Order (“Stokes Decl.”) ¶ 4 and Ex. C thereto.) The 1971 Agreement specified that PSE was to own and operate the Maloney Ridge Line. (See *id.*)

14. Under PSE’s tariffs and schedules applicable at that time to new facilities serving a single customer, GTC made a contribution-in-aid-of-construction to cover PSE’s capital costs. GTC also agreed to reimburse PSE’s costs of maintaining the Maloney Ridge Line. The 1971 Agreement provided for partial refund of GTC’s capital contribution in the event the line was used by PSE to serve another customer within five years because the line had sufficient capacity to serve future PSE customers as well. (See *id.*)

B. New Customers Build Facilities to Be Served by the Maloney Ridge Line.

15. In the years following construction of the Maloney Ridge Line, a number of other customers made significant investments in their own facilities and started taking service from PSE on the Maloney Ridge Line. Presently, the Petitioners and other customers take service over the Maloney Ridge Line. Several of these customers provide emergency and other essential services to their own customers and communities.

16. King County has been connected to the Maloney Ridge Line since approximately 1980 and built the Sobieski Communications Facility for its emergency radio services. (Declaration of Anthony Minor in Support of Petition for Declaratory Order (“Minor Decl.”) ¶ 2.) The Sobieski

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Communications Facility is one of the communications towers for the King County 800 MHz Emergency Radio System, providing vital 911 radio communications. (*Id.*) Additionally, several other agencies are collocated at the facility, and many of them provide vital public safety and public service communications, including the: (1) Snohomish County Emergency Radio System (“SERS”) and (2) King County Sheriff’s Office (“KCSO”). (*Id.* ¶ 3.)

17. SERS provides emergency 911 communications services for first responders (police and fire) in Snohomish County. (*Id.* ¶ 4.) KCSO operates a system of four VHF/UHF communications channels that support not only the KCSO in rural areas but also provide interoperability and mutual aid communications with dozens of police and fire agencies within King County, and with state and federal law enforcement agencies. (*Id.* ¶ 5.) Mutual aid resources of this nature are extremely important for supporting interoperable communications among many agencies with respect to large scale events requiring crowd control, high profile criminal trials, vehicle pursuits, joint law enforcement operations, or disasters such as flooding, large storms, mud slides, and earthquakes. (*Id.* ¶ 6.) These resources are vital to coordinated area communications and responses during times of crisis. (*Id.*)

18. The Maloney Ridge Line powers vital emergency communications services for the two million residents of King County and 700,000 residents of Snohomish County. (Minor Decl. ¶ 7.) If electric service on the Maloney Ridge Line were allowed to deteriorate further, King County could be required to relocate its facilities (if at all possible), constructing similar facilities in some other suitable location, likely served as well by PSE. (*Id.* ¶ 8.) Replacing the necessary equipment would cost millions of dollars, imposing an undue burden to taxpayers, and could likely cause disruption and reduced services to emergency communication and take years to

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build. (*Id.* ¶ 9.) Thus, emergency communication services at this location are critically important to King County, Snohomish County, and their residents. (*Id.* ¶ 10.)

19. BNSF has been connected to the Maloney Ridge Line since approximately 1994. (Declaration of Gregory L. Britz in Support of Petition for Declaratory Order (“Britz Decl.”) ¶ 2.) BNSF’s facilities include a self-support lighted microwave tower and multi-use building that provide vital communications to its railroad operations and also support antenna and microwave dish equipment of its tower tenants, T-Mobile and StarTouch. (*Id.* ¶ 3.) Several hundred operational and maintenance personnel involved in BNSF’s railroad operations rely on the services provided by the Maloney Ridge Line. (*Id.* ¶ 4.) When electric service to BNSF on the Maloney Ridge Line is interrupted, communications with train operators can be interrupted, which can require train traffic to stop for safety reasons. (*Id.*) If BNSF were required to relocate its facilities, assuming a replacement location were even practical, rebuilding replacement facilities in a new location would take years and cost millions of dollars. (*Id.* ¶ 5.)

20. Frontier is a successor to GTC and its Maloney Ridge Radio Tower has used the Maloney Ridge Line to serve Stevens Pass since approximately 1972 when the line was first constructed. (Declaration of George Baker Thomson, Jr., of Frontier Communications Northwest Inc., in Support of Petition for Declaratory Order (“Thomson Decl.”) ¶ 2.) Today, the radio links of the Stevens Pass Central Office serve over 150 working lines, including service to several state agency offices and first responders in Skykomish and Stevens Pass. (*Id.* ¶ 3.)

21. Frontier’s Maloney Ridge Radio Tower provides critical emergency services support. (*Id.* ¶ 4.) In particular, the Stevens Pass Ski Resort depends on Frontier’s radio tower to handle any emergency that may occur on area ski slopes, or in the event of an avalanche or other

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emergency situation. (*Id.*) In addition, the Washington State Department of Transportation also relies on Frontier's radio tower, especially in winter months when it is clearing snow from U.S. Highway 2, one of the two major travel routes between eastern and western Washington, protecting drivers from dangerous road conditions. (*Id.* ¶ 5.) Further, the residential community of Stevens Pass also relies on the Maloney Ridge Radio Tower. (*Id.* ¶ 6.) If Frontier were required to relocate its facilities, rebuilding replacement facilities in a new location would take years and cost millions of dollars. (Thomson Decl. ¶ 7.)

22. Verizon has taken service from the Maloney Ridge Line since 1994. (Declaration of Michael Mathisen in Support of Petition for Declaratory Order ("Mathisen Decl.") ¶ 2.) Verizon's Maloney Ridge site takes significant voice traffic during the busy hours of the day. (*Id.* ¶ 3.) The majority of Verizon's voice traffic is comprised of calls from drivers commuting along the stretch of Highway 2 to the Wellington/Stevens Pass area. (*Id.*) Due to the terrain, the current location is the only practical site for the Verizon facilities to serve the area. (*Id.* ¶ 4.) It is an essential facility for the Verizon customer voice service. (*Id.*) The site also serves the town of Skykomish and is critical to emergency 911 services used by both state and local authorities in the area. (*Id.* ¶ 5.) The site takes an average of 12,473.65 minutes of voice traffic per day as well as a little more than 600 3G data originations per hour (averaged over 30 days, including all hours of the day). (Mathisen Decl. ¶ 6.) If the site were unavailable, for reasons such as the unreliability of PSE distribution service, Verizon could not serve its customers in this area where voice and data connectivity is heavily reliant on one site. (*Id.* ¶ 7.) This site is located between two other critical Verizon sites—Index and Stevens Pass—and serves as a very important handover point between those two sites, across the King/Chelan county border. (*Id.* ¶ 8.)

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23. AT&T or its predecessors in interest have been part of the Maloney Ridge Electronic Users Association since 1994. (Declaration of Sean Pohlman in Support of Petition for Declaratory Order (“Pohlman Decl.”) ¶ 2.) The Maloney Ridge Electronic Users Association entered into a service agreement with Puget Sound Power Light Co. in June 1995. (*Id.*) AT&T uses the Maloney Ridge line to power its cellular communications equipment and ancillary support equipment (HVAC, tower lighting, AC power, rectification equipment and battery backup) for its Maloney Ridge cell site. (*Id.* ¶ 3.) AT&T’s Maloney Ridge cell site provides wireless voice and data service for its customers, including businesses, in Skykomish and on Highway 2. (*Id.* ¶ 4.) The site also provides critical emergency 911 services to customers in Skykomish and on Highway 2. (*Id.*) An extended power failure of PSE’s distribution service on the Maloney Ridge Line would mean that AT&T could not serve its voice and data customers in the area or provide critical emergency 911 services. Due to the terrain and difficulties permitting a cell site on United States Forest Service land, it would be extremely difficult, if not impossible, to find a suitable replacement location for this cell site. (*Id.* ¶ 5.) The Maloney Ridge cell site is located between two other AT&T cell sites allowing AT&T to provide wireless service on Highway 2 in the Maloney Ridge area. (Pohlman Decl. ¶ 6.) The Maloney Ridge cell site is integral to AT&T’s provision of wireless service in this area. (*Id.* ¶ 7.)

24. BPA also has facilities served by the Maloney Ridge Line. Petitioners understand that BPA uses these facilities in the dispatch and monitoring of key elements of its power and transmission systems.

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C. Service Agreements Between PSE and the Customers.

25. The 1971 Agreement with GTC now is void. (*See Stokes Decl.* ¶ 2 and Ex. A thereto.) Currently, PSE provides service on the Maloney Ridge Line to its customers under substantially identical “Service Agreements.” (*See id.*) Each Service Agreement specifies that the relevant customer is to pay PSE a portion of the “Operating Cost”, as defined below in the Service Agreement, associated with the Maloney Ridge Line. (*See id.*) The Service Agreements provide in relevant part:

“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 customers [sic] 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 customers [sic] point of delivery to the second customers [sic] 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.

(*See id.* (emphasis added).)

26. Petitioners pay for retail electric service through PSE's rate Schedule 24 in addition to their share of Maloney Ridge Line Operating Costs under the Service Agreements.

D. The Maloney Ridge Line Requires Replacement.

27. The Maloney Ridge Line was constructed more than 40 years ago and no longer provides safe and reliable service. Service is repeatedly interrupted, sometimes for protracted times. (*See Stokes Decl. ¶ 3 and Ex. B thereto.*) Under the Service Agreements, PSE has required the customers served on the Maloney Ridge Line to reimburse PSE for significant and growing Operating Costs (including repair and maintenance) on an annual basis, in addition to the rates under rate Schedule 24.

28. Despite efforts to maintain and service the Maloney Ridge Line, PSE has indicated to Petitioners that it must replace the Maloney Ridge Line to provide safe and reliable service. Even though the Maloney Ridge Line is part of PSE's distribution system, PSE requires Petitioners to pay for all Operating Costs associated with operating the line under the Service Agreements, and also has charged Petitioners under its standard rate tariffs for the (various) years since each customer began taking service. PSE now has informed its customers served on this line that they must reimburse PSE for all costs of replacing the Maloney Ridge Line, just as GTC was required to do under the now void 1971 Agreement for the initial construction of a single-customer line.

29. The 1971 Agreement never contemplated replacement of the Maloney Ridge Line, and PSE's relevant rules and policies do not allow it to require contributions-in-aid-of-construction from multiple customers for the capital costs of replacing an existing line that is part of its distribution system serving multiple customers. Accordingly, there is a controversy between

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PSE and Petitioners that requires Commission resolution. Because the service quality associated with the Maloney Ridge Line continues to deteriorate, Petitioners respectfully request that the Commission expedite its resolution of this controversy.

Declaratory Order Requirements

30. Under RCW 34.05.240(1), Petitioners must show the following:
- a. That uncertainty necessitating resolution exists;
 - b. That there is actual controversy arising from the uncertainty such that a declaratory order will not be merely an advisory opinion;
 - c. That the uncertainty adversely affects the petitioner;
 - d. That the adverse effect of uncertainty on the petitioner outweighs any adverse effects on others or on the general public that may likely arise from the order requested; and
 - e. That the petition complies with any additional requirements established by the agency under subsection (2) of RCW 34.05.240.
31. Uncertainty exists regarding the obligations of PSE and Petitioners under the Service Agreements, PSE's Electric Tariff G, Schedule 85, and Washington law regarding the recovery of costs of replacing the Maloney Ridge Line.
32. There is an actual controversy arising from the uncertainty described above, and immediate action is required. Service on the Maloney Ridge Line is not safe or reliable. The parties have met on several occasions to discuss resolution of this issue. PSE refuses to replace the Maloney Ridge Line unless Petitioners and other customers on the line pay for the entire cost of replacing the line, with an estimated cost of up to \$8 million. Petitioners, however, believe
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that this rate treatment would be unlawful, unduly discriminatory and not supported by the Service Agreements, PSE Electric Tariff G, or Washington utility law. For PSE to insist that its customers make a capital contribution to replace what has become part of its distribution network would subject those customers to undue discrimination because similarly situated customers are not subject to the same rate treatment.

33. The uncertainty described above (and the frequent service interruptions) adversely affects Petitioners and the other customers served by the Maloney Ridge Line, as well as the millions of Washington residents and visitors that rely on the PSE customers taking service on the Maloney Ridge Line. Safe and reliable service is no longer available on the Maloney Ridge Line, meaning that PSE is not fulfilling its public utility obligation to Petitioners.

34. The adverse effect of the uncertainty described above on Petitioners outweighs any adverse effect on others or the general public. In fact, the general public's interests will be served by issuing a declaratory order in favor of the Petitioners. As described above, Petitioners use the Maloney Ridge Line to provide essential communications services to the general public and state and local agencies, including emergency communications networks. If PSE continues to provide unreliable service along the Maloney Ridge Line, the impacts will be far-reaching and detrimental to public safety and the public interest.

35. This Petition satisfies all the requirements the Commission has adopted to implement RCW 34.05.240(1), and also satisfies all the requirements of RCW 34.05.240(2) and which are contained in WAC 480-07-930.

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Argument

A. **By Incorporating Schedule 85 of PSE's Electric Tariff G, the Service Agreements Require PSE to Replace the Maloney Ridge Line and Recover Those Costs in the Same Manner PSE Recovers Other Costs for Distribution System Upgrades.**

36. Each of the Petitioners take service from PSE under substantially similar Service Agreements, as well as under the applicable PSE tariffs. Each Service Agreement clearly specifies that it is subject to Schedule 85 of PSE's Electric Tariff G, as applied to the Maloney Ridge Line. Specifically, Paragraph 1 of the Service Agreements provides that the Service Agreements govern the operation of the "System" (the single phase primary voltage electrical distribution system), as well as the recovery of the costs associated with such operation. (*See* Stokes Dec. ¶ 2 and Ex. A thereto.) Paragraph 1 further provides that electrical service provided over the line is governed by the terms and provisions of PSE's Electric Tariff G and, therefore, is not independently governed by the Service Agreements. (*See id.*)

37. The Service Agreements go on to provide that PSE owns the System (Paragraph 2) and that only PSE is responsible for the repair and maintenance of the System (Paragraph 3). (*See id.*) Most of the remaining paragraphs in the Service Agreements address the customers' payment of operating costs. (*See id.*) Accordingly, the Service Agreements do not address replacement of the line.

38. Replacement of the Maloney Ridge Line, therefore, is governed by the terms of Electric Tariff G. Nothing in that tariff would allow PSE to require a capital-contribution on multiple customers served by the Maloney Ridge Line--such costs must be recovered by PSE through generally applicable service rates like the one applicable to each of the Petitioners (Schedule 24).

39. There are multiple customers, including the Petitioners, served by the Maloney Ridge Line. PSE should not be allowed to treat the replacement of the Maloney Ridge Line as if it were new service to a single customer under its line extension policy.

40. Sheet No. 85-k of Schedule 85 contains Additional Terms of Service applicable to all line extensions once those lines are constructed. The language in Paragraph 1.A. of that section provides, in relevant part:

The Company shall own, operate, maintain and repair all electric distribution facilities installed by or for the Company under this schedule, including replacement of such facilities if necessary so long as such replacement is not inconsistent with this schedule or a contract governing such facilities.

(Emphasis added.)

41. Under the express language of PSE's Schedule 85, PSE is responsible for replacing the line if necessary because it is part of "all electric distribution facilities installed by or for the Company under this schedule." This is a system concept, one that does not allow PSE to single out individual lines for disparate treatment adverse to its customers.

42. One exception to PSE's obligation to replace the line, recognized in the passage quoted above, would be if the line were not installed by or for PSE. That exception does not apply here because the Maloney Ridge Line was installed by PSE. The Maloney Ridge Line also was installed for PSE. PSE owned the line once constructed and still owns the line today.

43. Another exception to PSE's obligation would be if the replacement were inconsistent with Schedule 85 or the Service Agreements. Replacement of the Maloney Ridge Line is not inconsistent with Schedule 85, which contemplates that PSE must maintain or replace the line to provide adequate service, and the parties have not asked for the line to be replaced in any manner

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that falls outside the scope of Schedule 85. Schedule 85, where it intends the customer to be responsible for replacement costs, expressly states such an obligation. For example, under Paragraph 1.B.(i) of the Additional Terms of Service, with respect to multi-family residential structures, the structure owner “shall be responsible for ownership and operation of all new and existing underground Service Lines . . . and for all costs for installation, maintenance, repair and replacement thereof.” (Emphasis added.) If the Company intended customers like the Petitioners to be responsible for replacement costs, it would have used similar language in the portion of the tariff applicable to those customers.

44. Nor is the replacement of the Maloney Ridge Line inconsistent with the Service Agreements. As explained above, the Service Agreements govern only the operation of the line and the recovery of such operational costs. Thus, there is no conflict or inconsistency between what Petitioners seek and what the Service Agreements provide. The Service Agreements simply contain no provisions applicable to the replacement of the line. If the parties had intended to contract around PSE’s obligation under Schedule 85 to replace the line once constructed, they would have expressly disclaimed that obligation in the Service Agreements and transferred that burden to the individual customers.

45. A filed tariff—such as Schedule 85—“has the force and effect of law.” *General Tel. Co. of N.W., Inc. v. City of Bothell*, 105 Wash. 2d 579, 585 (1986); *see also* RCW 80.28.050 (tariff schedules filed with the Commission must show “all rates and charges made, established or enforced, or to be charged or enforced, all forms of contract or agreement”). Accordingly, “standard principles of statutory construction apply to the interpretation of the tariff.” *Nat’l Union Ins. Co. of Pittsburgh, PA v. Puget Sound Power & Light*, 94 Wash. App. 163, 171 (1999)

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(internal quotations omitted). Thus, “[t]he proper interpretation of a tariff, like the proper interpretation of a statute, is a question of law.” *Id.*

46. With respect to the interpretation of the Service Agreements, undefined contract terms are given “their plain, ordinary, and popular meaning.” *Wm. Dickson Co. v. Pierce County*, 128 Wash. App. 488, 493 (2005) (internal quotations omitted). To determine the plain, ordinary, and popular meaning of a term, courts may look to standard English dictionaries. *Kitsap County v. Allstate Ins. Co.*, 136 Wash. 2d 567, 576 (1998); *Wm. Dickson*, 128 Wash. App. at 493–94. Courts cannot rewrite the parties’ contract by adding terms or language. *See Hearst Comms., Inc. v. Seattle Times Co.*, 154 Wash. 2d 493, 510–11 (2005) (the court refused to rewrite the terms of the parties’ agreement). Additionally, the meaning of plain language “cannot be added by implication.” *Blume v. Bohanna*, 38 Wash. 2d 199, 202 (1951).

47. Here, there is no ambiguity regarding the meaning of the term “repair” in Schedule 85 or in the Service Agreements. Thus, the meaning of “repair” should be ascertained by its plain meaning. According to the Merriam-Webster Dictionary, “repair” means to “restore by replacing a part or putting together what is torn or broken.” MERRIAM-WEBSTER DICTIONARY, <http://www.merriam-webster.com/dictionary/repair> (last visited June 25, 2014). In contrast, “replace” means “to be used instead of” or “to put something new in the place of.” MERRIAM-WEBSTER DICTIONARY, <http://www.merriam-webster.com/dictionary/replace> (last visited June 25, 2014.) Consequently, these two words have different meanings. The customers receiving service on the Maloney Ridge Line agreed to pay for the Operating Costs, including repair and maintenance costs associated with the distribution line. The customers did not, however, contract with PSE to pay the replacement costs of constructing an entirely new line. It would be

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inequitable and unlawful to conflate the terms “repair” and “replace” and require the Petitioners and other customers served on the Maloney Ridge Line to pay for the replacement of part of PSE’s distribution network.

48. Further, the plain meaning of the terms “repair” and “replace” support the intent of the parties and the Petitioners’ subsequent reliance on the meaning of these terms. Millions of dollars of infrastructure have been constructed by Petitioners in reliance on PSE’s obligation to provide safe and reliable service. The Petitioners did not agree to pay for the substantial repair and maintenance costs of the distribution line, as well as the costs of constructing an entirely new distribution line, which is now part of PSE’s retail distribution system. Rather, in reliance on their responsibility to pay for the repair and maintenance of the distribution line—but not eventually to pay the capital cost associated with rebuilding the distribution line—the Petitioners collectively invested millions of dollars in facilities served by the Maloney Ridge Line.

B. It Would Be Discriminatory to Require the Customers Served on the Maloney Ridge Line to Pay the Replacement Costs of the Distribution Line.

49. PSE owes its customers the duties of safe and reliable service and non-discriminatory treatment. It is clear that safe and reliable service is no longer available on the Maloney Ridge Line, as PSE acknowledges. There is no dispute about the fact the line must be replaced, and that PSE will replace the line. The dispute arises out of how PSE recovers those replacement costs. RCW 80.28.100 provides:

No gas company, electrical company, wastewater company, or water company may, directly or indirectly, or by any special rate, rebate, drawback or other device or method, charge, demand, collect or receive from any person or corporation a greater or less compensation for gas, electricity, wastewater company services, or water, or for any service rendered or to be rendered, or in

connection therewith, except as authorized in this chapter, than it charges, demands, collects or receives from any other person or corporation for doing a like or contemporaneous service with respect thereto under the same or substantially similar circumstances or conditions.

PSE is asking Petitioners to make a significant capital contribution (the full replacement cost) to replace what is now part of its distribution network. PSE does not require its other customers to make capital contributions for this type of distribution network replacement. PSE's disparate treatment of similarly situated customers constitutes undue discrimination in violation of Washington utility law.

50. For more than 40 years, PSE has recovered part of its entire system cost from the Petitioners and other customers served on the Maloney Ridge Line. Under the now terminated 1971 Agreement, GTC paid for the line to be built as a single-customer facility. Since then, other customers have come to be served by this line, paying the costs of repair, in addition to paying standard PSE retail rates, which recover a portion of the costs of the entire PSE distribution system. The Petitioners now are seeking a declaration that the replacement costs be allocated in the same way PSE recovers its costs of other system replacements.

C. The Commission Should Require PSE to Take Immediate Action to Replace the Maloney Ridge Line.

51. RCW 80.28.130 provides:

Whenever the commission finds, after hearing had upon its own motion or upon complaint, that repairs or improvements, to, or changes in, any gas plant, electrical plant, system of sewerage, or water system ought to be made, or that any additions or extensions should reasonably be made thereto, in order to promote the security or convenience of the public or employees, or in order to secure adequate service or facilities for manufacturing, distributing

or supplying gas, electricity, wastewater company services, or water, the commission may enter an order directing that such reasonable repairs, improvements, changes, additions or extensions of such gas plant, electrical plant, system of sewerage, or water system be made.

52. For the reasons stated herein, and under RCW 80.28.130, the Commission should direct PSE to take the actions necessary to provide safe and reliable service on the Maloney Ridge Line. The frequent service interruptions interfere with communications vital to communities served by PSE and also create a safety hazard because first responders and other emergency service providers depend on reliable service on the Maloney Ridge Line. The public interest demands the immediate replacement of the electric facilities serving the Maloney Ridge Line customers.

PRAYER FOR RELIEF

53. Petitioners respectfully request the Commission enter an order declaring that:
- a. PSE has an obligation to provide safe, adequate and efficient electric service, and in all respects the rates and charges must be just and reasonable under RCW 80.28.010.
 - b. The Petitioners taking service on the Maloney Ridge Line provide a variety of services to their customers, including communications services for 911, first responders and other essential services.
 - c. Replacement of the Maloney Ridge Line is necessary for PSE to satisfy its obligations under RCW 80.28.010, is necessary for PSE to satisfy its obligations under Schedule 85, and is in the public interest.

- d. PSE is immediately required to begin permitting, planning and replacing the Maloney Ridge Line.
- e. PSE should replace the Maloney Ridge Line and include all of the capital costs of such replacement in its generally applicable rates when it files its next general rate proceeding.
- f. Such other and further relief as the Commission finds just and reasonable.

Dated in Portland, Oregon, this 25th day of June, 2014.

Respectfully submitted,



Chad M. Stokes, WSBA 37499, OSB 00400
Tommy A. Brooks, WSBA 40237, OSB 076071
Cable Huston
1001 SW Fifth Avenue, Suite 2000
Portland, OR 97204-1136
Telephone: (503) 224-3092
Facsimile: (503) 224-3176
E-mail: cstokes@cablehuston.com
tbrooks@cablehuston.com

Attorneys for Petitioners King County, BNSF Railway,
Frontier Communications and Verizon Wireless



for Cindy J. Manheim WSBA 26524
AT&T
PO Box 97061
Redmond, WA 98073
Telephone: (425) 580-8112
Facsimile: (425) 580-8652
E-mail: cindy.manheim@att.com

Attorney for Petitioner New Cingular Wireless PCS, LLC

DECLARATIONS

IN SUPPORT OF

PETITION FOR

DECLARATORY ORDER

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

DOCKET NO. _____

**DECLARATION OF CHAD M.
STOKES IN SUPPORT OF
PETITION FOR DECLARATORY
ORDER**

I, Chad M. Stokes, under penalty of perjury under the laws of the State of Washington, declare as follows:

1. I am one of the attorneys for King County, Washington; BNSF Railway; Frontier Communications Northwest, Inc.; and Verizon Wireless in the above-captioned matter. I make this Declaration from personal knowledge and information and could testify thereto if called upon to do so. I also make this Declaration in support of the Petition for Declaratory Order.
2. Attached as Exhibit A is a true and correct copy of one of PSE's Service Agreements with its customers on the Maloney Ridge Line.
3. Attached as Exhibit B is a true and correct copy of a map of service interruptions on the Maloney Ridge Line.
4. Attached as Exhibit C is a true and correct copy of the 1971 Agreement to construct the Maloney Ridge Line.

SIGNED at Portland, Oregon this 25th day of June, 2014.



Chad M. Stokes

March 30, 1995

Mr. Jerry Laigo
King County Administration Building
500 Fourth Ave., Room 500
Seattle, WA 98104

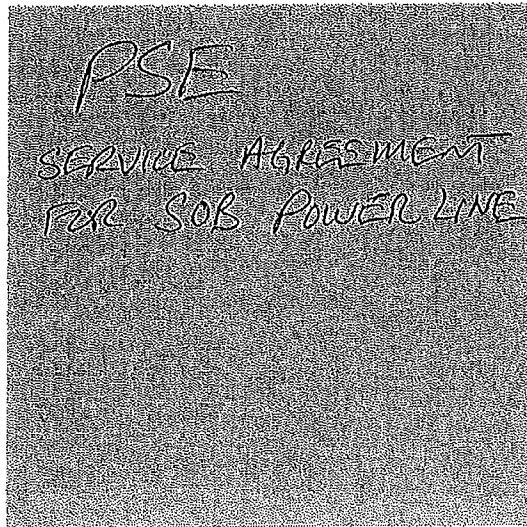
Dear Jerry:

Enclosed, please find your copy of the service agreement for your Maloney Ridge records.

We appreciate your diligence in bringing this matter to a close.

Sincerely,

E. Allen Mikita
Business Office Manager
North King Division





King County
Property Services Division
Department of
Construction and Facilities Management
King County Administration Building
500 Fourth Avenue Room 500
Seattle, Washington 98104
(206) 296-7470
TDD (206) 296-0100
FAX (206) 296-0198

NOTED
MAR 28 1995
E. ALLEN MIKITA

March 27, 1995

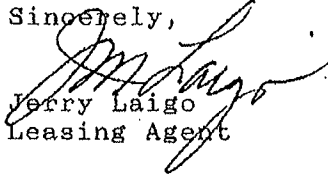
Allen Mikita
Business Office Manager
Puget Sound Power & Light Co.
North King Division
11422 N.E. 124th St.
Kirkland, WA 98034

RE: Service Agreement-Our File# No. 1344B

Dear Allen:

Finally!!!! Enclosed are two copies of the subject Service Agreement which have been signed by the Department of Public Safety. After you have secured the proper approvals, please return one fully executed copy to me for our records. I am available to address any future issues which may arise regarding this agreement and can be reached at 296-7470.

Sincerely,


Jerry Laigo
Leasing Agent

Enclosure



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

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 *[Signature]*

Title Vice President

GENERAL TELEPHONE COMPANY OF
THE NORTHWEST, INC.

By *[Signature]*

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. G. Ellis*

Title Vice President

Date September 23, 1971

GENERAL TELEPHONE COMPANY OF THE
NORTHWEST, INC.

By *Reginald Valle*

Title Its Vice President - Operations Staff

Date September 23, 1971

**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

Docket _____

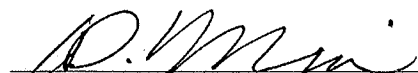
**DECLARATION OF ANTHONY
MINOR IN SUPPORT OF
PETITION FOR DECLARATORY
ORDER**

I, Anthony Minor, under penalty of perjury under the laws of the State of Washington, declare as follows:

1. I am employed by King County, Washington (“King County”) as Manager of Radio Communications Services. My responsibilities are management and operation of the King County 800 MHz Emergency Radio System and related services. I make this Declaration from personal knowledge and information and could testify thereto if called upon to do so. I also make this Declaration in support of the Petition for Declaratory Order in the above-captioned matter.
2. King County has been connected to the Maloney Ridge Line since approximately 1980 and built the Sobieski Communications Facility for its emergency radio services. The Sobieski Communications Facility is one of the communications towers for the King County 800 MHz Emergency Radio System, providing vital 911 radio communications.
3. Several other agencies are collocated at the Facility, and many of them provide vital public safety and public service communications, including the: (1) Snohomish County Emergency Radio System (“SERS”) and (2) King County Sheriff’s Office (“KCSO”).
4. SERS provides emergency 911 communications services for first responders (police and fire) in Snohomish County.

5. KCSO operates a system of four VHF/UHF communications channels that support not only the KCSO in rural areas but also provides interoperability and mutual aid communications with dozens of police and fire agencies within King County, and with state and federal law enforcement agencies.
6. Mutual aid resources of this nature are extremely important for supporting interoperable communications among many agencies with respect to large scale events requiring crowd control, high profile criminal trials, vehicle pursuits, joint law enforcement operations, or disasters such as flooding, large storms, mud slides, and earthquakes. These resources are vital to coordinated area communications and responses during times of crisis.
7. The Maloney Ridge Line powers vital emergency communications services for the two million residents of King County and 700,000 residents of Snohomish County.
8. If electric service on the Maloney Ridge Line were allowed to deteriorate further, King County could be required to relocate its facilities (if at all possible) by constructing similar facilities in some other suitable location, likely served by PSE as well.
9. Replacing the necessary equipment would cost millions of dollars, imposing an undue burden to taxpayers, could likely cause disruption and reduced services to emergency communication, and could take years to build.
10. Accordingly, emergency communication services at this location are critically important to King County, Snohomish County, and their residents.

SIGNED at Seattle, Washington this 3rd day of June, 2014.


Anthony Minor
King County, Washington,
Manager, Radio Comm. Services

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

Docket _____

**DECLARATION OF
GREGORY L. BRITZ IN SUPPORT
OF PETITION FOR
DECLARATORY ORDER**

I, Gregory L. Britz, under penalty of perjury under the laws of the State of Washington, declare as follows:

1. I am employed by BNSF Railway (“BNSF”) as Director Technology Services-Telecommunications. My responsibilities involve Field Operations and Maintenance of Telecommunications Infrastructure. I make this Declaration from personal knowledge and information and could testify thereto if called upon to do so. I also make this Declaration in support of the Petition for Declaratory Order in the above-captioned matter.
2. BNSF has been connected to the Maloney Ridge Line since approximately 1994.
3. BNSF’s facilities include a self-support lighted microwave tower and multi-use building that provide vital communications to its railroad operations and also support antenna and microwave dish equipment used by BNSF and its microwave tower tenants, T-Mobile and StarTouch.
4. Several hundred operational and maintenance personnel involved in BNSF’s railroad operations rely on the services provided by the Maloney Ridge Line. When electric service to BNSF on the Maloney Ridge Line is interrupted, communications with train operators can be interrupted, which can require train traffic to stop for safety reasons.

5. If BNSF were required to relocate its facilities, assuming a replacement location were even practical, rebuilding replacement facilities in a new location would take years and cost millions of dollars.

SIGNED at Fort Worth, Texas this 9th day of ~~May~~ June, 2014.

BNSF RAILWAY COMPANY



Gregory L. Britz
Director Technology Services -Telecommunications

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

Docket _____

**DECLARATION OF GEORGE
BAKER THOMSON, JR., OF
FRONTIER COMMUNICATIONS
NORTHWEST INC., IN SUPPORT
OF PETITION FOR
DECLARATORY ORDER**

I, George Baker Thomson, Jr., under penalty of perjury under the laws of the State of Washington, declare as follows:

1. I am employed by Frontier Communications Northwest Inc. (“Frontier”) as Associate General Counsel, West Region. My responsibilities are, among other things, to fully investigate disputes and potential litigation on behalf of Frontier, and to represent the company as in-house counsel in various judicial and administrative fora in WA, OR, CA, AZ, NM, UT, ID, MT, and NV. I make this Declaration from personal knowledge and information and could testify thereto if called upon to do so. I also make this Declaration in support of the Petition for Declaratory Order in the above-captioned matter.
2. Frontier is a successor to GTC, and its Maloney Ridge Radio Tower has used the Maloney Ridge Line to serve Stevens Pass since approximately 1972 when the line was first constructed.
3. Today, the radio links of the Stevens Pass Central Office serve over 150 working local telephone access lines, including service to several state agency offices and first responders in Skykomish and Stevens Pass.
4. Frontier’s Maloney Ridge Radio Tower provides critical emergency services support. In particular, the Stevens Pass Ski Resort depends on Frontier’s radio tower to handle any

emergency communications for situations that may occur on area ski slopes, or in the event of an avalanche or other emergency situation.

5. The Washington State Department of Transportation also relies on Frontier's radio tower, especially in winter months when it is clearing snow from U.S. Highway 2, one of the two major travel routes between eastern and western Washington, protecting drivers from dangerous road conditions.
6. The residential community of Stevens Pass also relies on the Maloney Ridge Radio Tower for both routine and emergency communications.
7. If Frontier was required to relocate its facilities, rebuilding replacement facilities in a new location would take years and cost millions of dollars.

SIGNED at Everett, Washington this 23rd day of May, 2014.



George Baker Thomson, Jr.
Frontier Communications Northwest Inc.,
Associate General Counsel

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

DOCKET NO. _____

**DECLARATION OF MICHAEL
MATHISEN IN SUPPORT OF
PETITION FOR DECLARATORY
ORDER**

I, Michael Mathisen, under penalty of perjury under the laws of the State of Washington, declare as follows:

1. I am employed by Verizon Wireless (“Verizon”) as Pacific NW Real Estate Manager. My responsibilities are managing the cell site properties for the Pacific NW Region. I make this Declaration from personal knowledge and information and could testify thereto if called upon to do so. I also make this Declaration in support of the Petition for Declaratory Order in the above-captioned matter.
2. Verizon has taken service from the Maloney Ridge Line since 1994.
3. Verizon’s Maloney Ridge site takes significant voice traffic during the busy hours of the day. The majority of Verizon’s voice traffic is comprised of calls from drivers commuting along the stretch of Highway 2 to the Wellington/Stevens Pass area.
4. Due to the terrain, the current location on the Maloney Ridge Line is the only practical site for the Verizon facilities to serve the area. It is an essential facility for the Verizon customer voice service.
5. The site also serves the town of Skykomish and is critical to emergency 911 services. It is used by both state and local authorities in the area.

6. The site takes an average of 12,473.65 minutes of voice traffic per day as well as a little more than 600 3G data originations per hour (averaged over 30 days, including all hours of the day).
7. If the site were unavailable, for reasons such as the unreliability of PSE distribution service, Verizon could not serve its customers in this area where voice and data connectivity is heavily reliant on one site.
8. This site also is located between two other critical Verizon sites – Index and Stevens Pass – and serves as a very important handover point between those two sites, across the King/Chelan county border.

SIGNED at Bellevue, Washington this 2nd day of June, 2014.



Michael Mathisen
Verizon Wireless,
PNW Real Estate Manager

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

DOCKET NO. _____

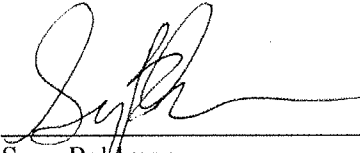
**DECLARATION OF SEAN
POHLMAN IN SUPPORT OF
PETITION FOR DECLARATORY
ORDER**

I, Sean Pohlman, under penalty of perjury under the laws of the State of Washington, declare as follows:

1. I am employed by AT&T Mobility Services, LLC as Area Manager for Construction and Engineering. My responsibilities include overseeing power plant and related infrastructure such as batteries and generators at cell sites in a number of states, including Washington. I make this Declaration from personal knowledge and information and could testify thereto if called upon to do so. I also make this Declaration in support of the Petition for Declaratory Order in the above-captioned matter.
2. New Cingular Wireless PCS, LLC ("AT&T") is the successor to Interstate Mobilephone Co. d/b/a Cellular One. AT&T or its predecessors have been part of the Maloney Ridge Electric Users Association since 1994. The Maloney Ridge Electronic Users Association entered into a service agreement with Puget Sound Power Light Co. in June 1995.
3. AT&T uses the Maloney Ridge Line to power its cellular communications equipment and ancillary support equipment (HVAC, tower lighting, AC power, rectification equipment and battery backup) for its Maloney Ridge cell site.
4. AT&T's Maloney Ridge cell site provides voice and data service along with critical emergency 911 services to consumers and businesses in Skykomish and travelers on Highway 2.

5. The terrain and difficulty permitting a site on United States Forest Service land means it would be extremely difficult, if not impossible, to find a suitable replacement location for this cell site.
6. The Maloney Ridge cell site is located between two other AT&T cell sites allowing AT&T to provide wireless service on Highway 2 in the Maloney Ridge area.
7. The Maloney Ridge cell site is integral to AT&T's provision of wireless service in this area.

SIGNED at Redmond, Washington this 29th day of May, 2014.



Sean Pohlman
AT&T
Area Manager, Construction and Engineering

5/29/14

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the foregoing document upon all parties of record (listed below) in this proceeding by mailing a copy properly addressed with first class postage prepaid.

Donna Barnett
Perkins Coie, LLP
10885 N.E. Fourth Street STE 700
Bellevue, WA 98004-5579
dbarnett@perkinscoie.com

Don Trotter
Washington Utilities & Transportation
Commission
PO Box 40128
Olympia, WA 98504-0128

Dated in Portland, Oregon this 25th day of June, 2014.



Chad M. Stokes, WSBA 37499, OSB 00400
Tommy A. Brooks, WSBA 40237, OSB 076071
Cable Huston
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