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December 19, 2005

**VIA EMAIL and HAND-DELIVERY**

Carole J. Washburn  
Office of the Secretary  
Washington Utilities and Transportation Commission  
1300 S. Evergreen Park Drive SW  
Olympia, WA 98504-7250

**Re: Western Village, LLC v. Puget Sound Energy, Inc.  
Docket No. UE-051828**

Dear Ms. Washburn:

Enclosed please find the original and twelve (12) copies of Puget Sound Energy, Inc.'s ("PSE") Answer to Complaint and Response to Petition for Declaratory Order in the above-captioned docket. Please return a conformed copy to the undersigned in the self-addressed, stamped envelope provided for your convenience.

Please note that PSE is also filing today as Advice No. 2005-49 proposed revisions to WN U-60, Tariff G, regarding PSE's electric service to mobile home parks. These proposed tariff revisions are intended, in part, to address the type of dispute at issue in the Complaint in this docket.

Very truly yours,



Kirstin S. Dodge

Enclosures

cc: Counsel of Record

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3  
4 **BEFORE THE WASHINGTON STATE**  
5 **UTILITIES AND TRANSPORTATION COMMISSION**  
6

7 IN THE MATTER OF:

8  
9 WESTERN VILLAGE, LLC,

10  
11 Petitioner/Complainant,

12  
13 v.

14  
15 PUGET SOUND ENERGY, INC.,

16  
17 Respondent.  
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DOCKET NO. UE-051828

PUGET SOUND ENERGY, INC.'S  
ANSWER TO COMPLAINT AND  
RESPONSE TO PETITION FOR  
DECLARATORY ORDER

22 **I. INTRODUCTION**

23  
24 1. Puget Sound Energy, Inc. ("PSE" or the "Company") answers the Formal  
25 Complaint, Petition for Declaratory Order, and Proceeding under RCW 80.04.110, dated  
26 November 17, 2005, (the "Complaint") as set forth below. PSE's address for purposes of this  
27 proceeding is:  
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30  
31

32 Tom DeBoer  
33 Puget Sound Energy, Inc.  
34 PSE-08N  
35 P. O. Box 97034  
36 Bellevue, WA 98009-9734  
37 Phone: 425-462-3495  
38 Fax: 425-462-3414  
39 Email: Tom.deboer@pse.com  
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1 PSE's representatives for purposes of this proceeding are:

2  
3 Kirstin S. Dodge  
4 Donna Roberson  
5 Perkins Coie LLP  
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14 2. The Complaint brings into issue RCW 34.05.240, RCW 80.04.110,  
15 RCW 80.28.080, RCW 80.28.090, RCW 80.28.100, WAC 480-07-370, Schedule 80 of PSE's  
16 Electric Tariff G ("Schedule 80"), and Schedule 85 of PSE's Electric Tariff G ("Schedule  
17 85").  
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22 3. PSE believes that its practices regarding installation, maintenance, repair and  
23 replacement of electric facilities at mobile home parks, including at Western Village Estates,  
24 fully comply with its tariff and applicable statutes and regulations. In order to aid the  
25 Commission, the Complainant and other interested persons in understanding the current  
26 dispute and PSE's answering paragraphs, below, PSE first sets forth some brief background  
27 regarding the electrical system at Western Village Estates and PSE's responsibilities with  
28 respect to different portions of that system.  
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## 38 II. BACKGROUND

### 39 A. The Electrical System at Western Village Estates

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41 4. The electrical system at Western Village Estates was originally installed in  
42 three different sections as the park expanded over time: in 1967, 1970 and 1972. PSE's  
43 predecessor, Puget Sound Power & Light Company (referred to hereinafter collectively with  
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1 PSE as "PSE" or "the Company") installed an underground electric distribution system  
2 consisting of electric facilities that included primary voltage cable and transformers that  
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4 convert primary voltage to secondary voltage. In addition, for some of the lots in the park, a  
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6 service line was installed directly from a transformer to a service connection pedestal  
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8 installed by the predecessor to Western Village, LLC that owned Western Village Estates at  
9  
10 the time. For other lots in the park, cable carrying secondary voltage was extended to a  
11  
12 handhole, typically on or near a lot line, and a service line was then installed from the  
13  
14 handhole to a service connection pedestal installed by the predecessor to Western Village,  
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16 LLC that owned Western Village Estates at the time.

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19 5. The Company's investigation of the history of the system at Western Village  
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21 Estates is continuing. To date, the Company has determined that at least with respect to the  
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23 section of the system installed in 1967 (where the service line failure that gave rise to this  
24  
25 Complaint occurred), the Company installed the primary and secondary voltage cable as well  
26  
27 as transformers and handholes described above in trenches excavated and backfilled by the  
28  
29 Company or jointly with other utilities that were installing systems at Western Village  
30  
31 Estates at the same time. However, trench and backfill for the service lines described above,  
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33 from the transformer or handhole to the service connection pedestal, were provided by the  
34  
35 predecessor to Western Village, LLC that owned Western Village Estates at the time of such  
36  
37 installation.

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39 **B. Maintenance and Repair Responsibilities**

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41 6. At all times since installation of the electrical distribution system at Western  
42  
43 Village Estates, the Company has maintained, repaired and replaced its electric facilities up  
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45 to the load side of the transformers or handholes described above as needed to continue  
46  
47 providing reliable electric service to park residents.

1           7.       However, at least since October 21, 1977, the Company has not been  
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3 obligated under its tariff to maintain the service lines for each manufactured home beyond  
4  
5 the secondary termination at the transformer or handhole. On that date, revisions to Schedule  
6  
7 86 of PSE's Electric Tariff G became effective that provided:

8  
9                    **UNDERGROUND SERVICE LINES TO MULTI-FAMILY**  
10                   **RESIDENTIAL STRUCTURES, MOBILE HOME PARKS AND**  
11                   **NON-RESIDENTIAL FACILITIES --** The Customer shall install, own  
12                   and maintain all secondary underground service facilities beyond the  
13                   secondary termination at the transformer or handhole.  
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15 Schedule 86, § 3. This limitation on Company responsibility for service lines has remained  
16  
17 essentially unchanged since Commission approval in 1977, and is currently found in  
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19 Schedule 85. Schedule 85 expanded in 2002 to include service line provisions that had been  
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21 located until that time in Schedule 86. At that time, the revised Schedule 85 cancelled the  
22  
23 prior Schedule 86.  
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25           8.       Schedule 85 continued to treat service lines in most mobile home parks in the  
26  
27 same manner as service lines to multi-family residential structures and non-residential  
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29 facilities. It included within the definition of "Non-Residential"  
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31                    Service to commercial, industrial or lighting (excluding street lighting  
32                    circuitry) Customers, or to multi-family residential structures, mobile  
33                    home parks, and recreational facilities.  
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36 Schedule 85, Sheet 85. A mobile or manufactured home is considered a Single-Family  
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38 Residence under Schedule 85 only if it is located on a legal residential lot, is approved for  
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40 occupancy as a permanent single family residence by the local governing agency or agencies,  
41  
42 is permanently located on a foundation, has had the axles and wheels removed, and meets all  
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44 other requirements for a mobile home permit as required by the local governing agency or  
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46 agencies. *Id.* PSE interprets these provisions such that a mobile home park is considered  
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1 residential if the lots are or will be individually owned by the individual owners of the mobile  
2 homes. By contrast, a mobile home park is considered non-residential if the individual  
3 owners of the mobile homes do not own the lots. See Rate Schedule Interpretation, Schedule  
4 85, Mobile Home Parks, RSI No. E-85-4.  
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8 9. With respect to secondary voltage service line costs, Schedule 85 provides:  
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10 Non-Residential Secondary Voltage Services

11 (a) Underground Service

12 The Customer shall be responsible for ownership and operation  
13 of all underground services and for all costs for installation,  
14 maintenance and replacement thereof.  
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17 Schedule 85, Sheet 85-f, § 2. In addition, the Point of Delivery for underground service at  
18 secondary voltages to Non-Residential Customers – as defined in Schedule 85 -- is at "the  
19 load side of the transformer or secondary handhole if located on the private property being  
20 served." Schedule 85, Sheet 85-l, § 11(b).  
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25 10. The only exception to the limitation on any Company ownership or  
26 responsibility beyond the point of delivery at the load side of the transformer or secondary  
27 handhole is for "metering equipment provided by the Company." See Schedule 85, Sheet 85-  
28 l, § 11(b). The Company has provided meters for each of the manufactured homes at Western  
29 Village Estates that measure the amount of energy that passes through each service line.  
30 These meters are installed at the service connection pedestal. The Company has and  
31 continues to maintain, repair and replace such meters as needed, and is not aware of any  
32 dispute regarding its metering equipment at Western Village Estates.  
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41 11. In the Company's experience, the "customer" responsibility for repairing  
42 service lines at mobile home parks that is required by Schedule 85 is typically taken on by  
43 the mobile home park owner rather than the individual residents of a manufactured home that  
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1 may have a service line failure. This is consistent with the Company's general understanding  
2 that, for mobile home parks that rent spaces to residents of manufactured homes, the park  
3 owner is agreeing to provide a functioning electric service hookup for the manufactured  
4 home up to the point at which the manufactured home connects to the hookup provided by  
5 the park owner. This is also consistent with the fact that the initial "customer" with respect to  
6 new distribution facilities installed at mobile home parks is the park owner.  
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12 **C. The Electric Service Failure that Gave Rise to This Complaint**

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14 12. On June 21, 2005, electric service to a lot at Western Village Estates failed.  
15 PSE installed an auto transformer as a temporary fix, replaced and repaired a PSE splice  
16 vault, and determined that the failure had occurred in the service line at the lot. Consistent  
17 with PSE's experience with other mobile home park owners, PSE informed the property  
18 manager at Western Village Estates that the failure was in the service line, that it was the  
19 park's responsibility, and suggested that Western Village hire an electrician to repair the  
20 service so that PSE could redeploy its auto transformer.  
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29 13. In response, the attorney for Western Village sent a letter to PSE denying any  
30 responsibility for the repair of any electrical service within the park. Among other things, the  
31 letter demanded that PSE "complete whatever repairs you believe are necessary to provide  
32 service to your customers. However, in doing so, Western Village assumes no responsibility  
33 for any expense incurred by PSE."  
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39 14. In reviewing Western Village's position, PSE noted that the term "Customer"  
40 is not defined in Schedule 85. However, the term "Customer" is defined in Schedule 80,  
41 General Rules and Provisions, as "[a]ny person, partnership, firm, corporation, municipality,  
42 cooperative organization, governmental agency, etc, who or which *is receiving service from*  
43 *the Company.*" (Emphasis added). Although mobile home park owners typically assume the  
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1 "Customer" responsibility for service line repairs that is referenced in Schedule 85, in the  
2 case of a mobile home park owner who refuses to do so, PSE recognized that the default  
3 definition in Schedule 80 results in the Schedule 85 maintenance and repair obligation  
4 applying on the face of the tariff as a whole to the tenant who leases a lot from the mobile  
5 home park and is PSE's end-use customer for the electric service, rather than the owner of the  
6 mobile home park.  
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12 15. PSE therefore informed Western Village that it agreed that the park was not  
13 responsible for the cost of the repairs, but rather the park's tenant on the lot that had the  
14 service failure. PSE further informed Western Village that because of the initial confusion as  
15 to who was responsible for the repairs, PSE had decided to forego assessing the park tenant  
16 for repair costs. Among other things, the person who pays such costs often prefers to choose  
17 the electrician who will perform the work rather than having to pay the rates of PSE's service  
18 providers.  
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27 **D. PSE's Related Tariff Filing**

28 16. Although PSE determined that its tariff language, on its face, appeared to  
29 require the end-use electric service customer at mobile home parks to pay the costs of  
30 maintaining and repairing the service line at their lot (beyond the secondary connections at  
31 PSE's transformer or handhole), PSE believes that mobile home park owners – rather than  
32 individual tenants – should be responsible for such costs. Reasons for this belief include that  
33 park owners appear to be in a better position to take measures to protect access to service  
34 lines over time, to undertake maintenance responsibilities within the park, and to locate and  
35 direct the work of electricians conducting such repairs. Park owners control when and how  
36 lots are changed within the park; they control when and how the size of lots are changed; and  
37 they control when and how manufactured homes are moved around in the park.  
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1 17. PSE is filing proposed revisions to its tariff at the same time as it files this  
2 Answer in order to explicitly make mobile home park owners – rather than their tenants –  
3 responsible for service lines at mobile home parks. In the event the Commission decides to  
4 suspend the proposed tariff revisions for further investigation, PSE suggests that the  
5 proposed tariff revisions on this topic be consolidated with this proceeding.  
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13 **III. ANSWER**  
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15 18. Answering paragraph 1, PSE admits the allegations on information and belief.

16 19. Answering paragraph 2, PSE admits the allegations on information and belief.

17 20. Answering paragraph 3, PSE admits that its address for purposes of this  
18 Complaint proceeding is c/o Tom DeBoer, Puget Sound Energy, Inc., PSE-08N, P. O. Box  
19 97034, Bellevue, WA 98009-9734.  
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23 21. Answering paragraph 4, PSE admits that the Commission generally has  
24 jurisdiction over this matter. With respect to specific provisions cited in the second sentence  
25 of paragraph 4, the sentence contains legal conclusions for which an answer is inappropriate  
26 and is therefore denied.  
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29 22. Paragraph 5 contains legal conclusions for which an answer is inappropriate  
30 and is therefore denied.  
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33 23. Answering paragraph 6, PSE admits the allegations on information and belief.

34 24. Answering paragraph 7, PSE admits the allegations.  
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37 25. Answering paragraph 8, PSE admits that it issues individual bills for electric  
38 service to the residents of individual manufactured homes located in Western Village. PSE  
39 also issues bills for electric service to the park owner for electricity used in common areas of  
40 the park. PSE denies each other or different allegation in paragraph 8.  
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1           26.     Answering paragraph 9, PSE admits that the residents of Western Village are  
2 among PSE's customers, but PSE denies the implied allegation in paragraph 9 that Western  
3 Village, LLC is not a PSE customer.  
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6           27.     Answering paragraph 10, PSE admits that it bills the residents of Western  
7 Village at a residential rate pursuant to Schedule 7 of PSE's Tariff, and that it bills Western  
8 Village for electric service at its common park facilities pursuant to Schedule 8. PSE denies  
9 that its rates are set in an amount sufficient to recapture PSE's costs to repair, maintain and  
10 replace the secondary service lines at Western Village that are at issue in the Complaint.  
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12           28.     Answering paragraph 11, PSE admits that it owns some electric distribution  
13 facilities, such as transformers or handholes, that may be placed on various lots in Western  
14 Village pursuant to an easement granted by Western Village, LLC or its predecessors.  
15 However, PSE denies any implied allegation that it owns the service lines beyond the point  
16 of delivery at these transformers or handholes.  
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18           29.     Answering paragraph 12, PSE admits that PSE provides electric service to  
19 each manufactured home at Western Village. However, PSE denies any implied allegation  
20 that PSE owns the service lines beyond the point of delivery at these transformers or  
21 handholes.  
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23           30.     Answering paragraphs 13 and 14, PSE admits that its predecessor, Puget  
24 Sound Power & Light Company ("PSP&L"), installed secondary service lines from the  
25 transformers or secondary handholes of PSP&L's electric distribution system to each  
26 individual lot at Western Village. PSE further admits that on one occasion, PSP&L rerouted  
27 4 service lines that were required to be relocated due to a PSP&L reconfiguration of a portion  
28 of its electric distribution system at Western Village. The reconfiguration was required  
29 because a manufactured home was placed on top of a PSE transformer. However, PSE  
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1 denies each other or different allegation in paragraphs 13 and 14, and specifically denies any  
2 implied allegation that PSP&L's installation of the service lines included provision of the  
3 trench or backfill for such service lines. PSE further specifically denies any implied  
4 allegation that PSE owns or controls the service facilities at Western Village, or that PSE is  
5 responsible for absorbing the costs of any such repair of service lines at Western Village.  
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7 PSE denies each other or different allegation in paragraphs 13 or 14.  
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12 31. Answering paragraph 15, PSE denies the allegations in paragraph 15 to the  
13 extent they are factual allegations. To the extent paragraph 15 states legal assertions and  
14 conclusions, an answer is inappropriate and the allegations are therefore denied.  
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18 32. Answering paragraph 16, PSE denies the allegations.  
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21 33. Answering paragraph 17, PSE admits that it claims to have no obligation  
22 under its tariff to access, repair, maintain, or replace the electrical service lines located  
23 beyond PSE's transformers or secondary handholes at Western Village. PSE denies any  
24 implied allegation in paragraph 17 that it owns such secondary service facilities. PSE further  
25 denies that PSE has refused to repair facilities at Western Village as needed to restore service  
26 to residents at Western Village. PSE admits that it has denied it has any responsibility to  
27 absorb the costs of such repair.  
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31 34. Answering paragraph 18, PSE admits the allegations.  
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34 35. Paragraph 19 contains legal assertions or conclusions for which an answer is  
35 inappropriate and is therefore denied. To the extent paragraph 19 implies a factual allegation  
36 that PSE has refused to repair facilities as needed to restore service to residents at Western  
37 Village, PSE denies the allegation. However, PSE admits that it has denied it has any  
38 responsibility to absorb the costs of such repair.  
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1           36.     Answering paragraph 20, PSE admits that electrical facilities deteriorate over  
2 time. PSE lacks sufficient information to form an opinion as to any different or other  
3 allegations in paragraph 20, and therefore denies the same.  
4

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6           37.     PSE denies that Western Village is entitled to the relief requested in the  
7 Complaint.  
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12                                       **IV.     DEFENSES**

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14           38.     The Complaint fails to state a claim upon which relief can be granted.  
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16           39.     PSE's acts and practices have fully complied with its tariff schedules and all  
17 applicable statutes and regulations. Any Order granting the relief requested would be  
18 contrary to the tariff schedules filed by PSE and approved by the Commission, would be  
19 unlawful, and would not be fair, just, or reasonable.  
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24                                       **V.     REQUESTED RELIEF**

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26           40.     For the reasons set forth above and to be further developed in any proceeding  
27 regarding this dispute, PSE respectfully requests that the Commission issue an order:  
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- 29           a.     Dismissing the Complaint, with prejudice;
- 30           b.     Denying the request for declaratory relief set forth in the Complaint;
- 31           c.     Declaring that PSE is not responsible for installing, maintaining, replacing or  
32 repairing underground service lines beyond the transformers or secondary handholes of PSE's  
33 electric distribution system in mobile home parks where the lots are rented to tenants, such as  
34 at Western Village; and
- 35           d.     Approving PSE's proposed tariff revisions to clarify and specifically provide  
36 that mobile home park owners that rent lots to tenants, rather than their tenants, are
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1 responsible for installing, maintaining, replacing or repairing underground service lines  
2 beyond the transformers or secondary handholes of PSE's electric distribution system within  
3 their mobile home parks.  
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6 DATED: December 19, 2005.  
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9  
10 **PERKINS COIE LLP**

11  
12  
13  
14 By 

15 Kirstin S. Dodge, WSBA #22039

16 Donna Roberson, WSBA #36794

17 Attorneys for Puget Sound Energy, Inc.  
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**VERIFICATION**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

Tom DeBoer, being first duly sworn, deposes and says that he is the Director Rates and Regulatory Affairs for Puget Sound Energy, Inc.; that he has read the foregoing Answer of Puget Sound Energy, Inc. and knows the contents thereof; that the facts set forth therein are true based on his own knowledge, except as to matters which are therein stated on information or belief, and as to those matters, he believes them to be true.

Tom DeBoer

SUBSCRIBED and SWORN to before me this 19th day of December, 2005, by  
Tom DeBoer

Cynthia Main  
Print Name: **CYNTHIA MAIN**  
Notary Public in and for the State of Washington,  
residing at Kirkland, WA  
My commission expires: 9-29-07

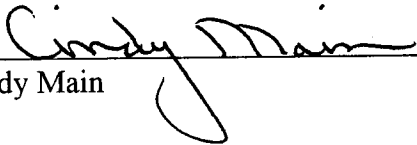
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**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding, by mailing with postage prepaid to:

Walter H. Olsen, Jr.  
Olsen Law Firm PLLC  
604 W. Meeker Street, Suite 101  
Kent, WA 98032

Dated at Bellevue, Washington, this 19th day of December, 2005.

  
Cindy Main