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BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

CITY OF AUBURN, CITY OF
BREMERTON, CITY OF DES MOINES,
CITY OF FEDERAL WAY, CITY OF
LAKEWOOD, CITY OF RENTON, CITY OF
SEATAC, CITY OF TUKWILA,

NO. UE-010911

Complainants,

v.

PUGET SOUND ENERGY, INC.,

Respondent.

In the Matter of the Petition of

NO. [UE-010778](#)

CITY OF KENT,

DECLARATION OF DOUG CORBIN

For Declaratory Relief Interpreting
Schedule 71 of Electric Tariff G.

I, Doug Corbin, hereby declare under penalty of perjury under the laws of the State of
Washington that the following are true and correct:

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1. Since 1997, I have been the Manager, New Customer Construction for Puget Sound Energy, Inc. ("PSE"). My current job duties are not related to conversions. However, I have historical experience with PSE's conversions of its overhead facilities to underground from my career with Puget Sound Power & Light Company ("PSP&L") and PSE.

2. I began working for PSP&L in 1970, working my way through various engineering positions over the years and into engineering management positions. For several years prior to 1987, I was a Customer Service Engineer in Kitsap County. In that position, I worked on a number of conversions. I routinely worked with the County Engineer, the Director of Public Works and PSP&L real estate people on making sure easements were obtained for new projects and conversions. As I recall, people from PSP&L's real estate department sometimes talked to property owners and the County sometimes contacted property owners with respect to easements. I do not recall ever authorizing PSP&L to pay for an easement. I believe I would remember any such payment because it would have been a big deal to me, since it was my clear understanding of our tariff that easements were to be provided at no cost to PSP&L.

3. In 1987, I became the Supervisor, Customer Service Engineering for the Renton, SeaTac, Normandy Park and Maple Valley areas. In 1992, PSP&L consolidated this area with all of south King County, and I became the Manager, Division Engineering of the South King County division. My job duties included supervising the Customer Service Engineers who were responsible for conversion projects. As with Kitsap County, I do not recall ever authorizing PSP&L to pay for an easement, which would have been contrary to my understanding of PSP&L's tariff. I also do not recall any cities challenging PSP&L with respect to easement issues on conversions. I believe it was clear at that time to the people I supervised and the cities that easements must be provided at no cost to PSE in order for a conversion to proceed.

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4. It has always been my understanding and training that PSP&L required easements on private property for its facilities. While there was some flexibility to place pull vaults or similar facilities in rights of way depending on the circumstances of the job, pad-mounted facilities such as transformers and switches were always to be placed on easement. As I understood Schedule 71, those easements were to be provided at no cost to PSP&L. Typically, property owners would provide the easements at no cost. If they did not, then the costs were to be paid by the county or city requesting the conversion. We would also often work with the county or city to try to find alternative solutions to paying for easements, such as placing the facility on a different piece of property where an easement could be obtained.

5. I do recall cities trying to push PSE with respect to easements in other contexts. For example, in approximately 1992, Kent needed service extended for its new city library. I recall being in a meeting with the City Attorney, the City Engineer and Don Wickstrom in which they said that PSP&L would have to serve the library out of facilities installed in the right of way. I told them no, that PSP&L would need easements for its facilities. The City ended up providing the easements. I also recall Renton pushing hard for PSE to pay 100% of costs for projects based on a claim that its ordinances overcame PSE's tariff. That issue was resolved by the GTE v. Bothell case. In my experience, cities regularly pushed against PSP&L, trying to shift costs off of themselves and onto the Company.

6. In 1996, I became part of a merger team, working on organizational issues related to the merger. I stayed in that position for eight months, and then moved into my current position. There was some confusion and things were a little chaotic around the time of the merger. I would not be surprised to learn that after the merger, cities were sometimes able to push an engineer or

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project manager around from time to time and obtain placement of facilities in rights of way, or otherwise escape strict application of the tariff.

Executed this ____ day of _____, 2001, at _____, Washington.

Doug Corbin

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