BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

CITY OF AUBURN, CITY OF BELLEVUE, CITY OF BREMERTON, CITY OF DES MOINES, CITY OF FEDERAL WAY, CITY OF LAKEWOOD, CITY OF REDMOND, CITY OF RENTON, CITY OF SEATAC, CITY OF TUKWILA, Complainants, vs. PUGET SOUND ENERGY, INC. Respondent.	No. 01-2-00106-7 DECLARATION OF CARY ROE IN SUPPORT OF CITIES' REPLY ON MOTION FOR SUMMARY DETERMINATION

Cary Roe declares as follows:

1. I am over the age of eighteen, and am competent to testify. I am the Public Works Director for the City of Federal Way. I have held this position since 1994. I am a licensed professional engineer in the State of Washington.

2. I have reviewed the declarations of Lynn Logen, Michael Copps, and Andrew Lowrey, and the exhibits attached thereto. I am puzzled by those declarations' overall attack on me, the City of Federal Way, and other cities.

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Background

3. Essentially, the declarations seem to claim that PSE has always installed its facilities on private, exclusive easements, to protect PSE from relocation costs, and that the cities are somehow attempting – unjustly, in PSE's view – to shift relocation costs back to PSE. The practice of the City of Federal Way and PSE, however, is completely contrary to this argument.

4. The City of Federal Way has a franchise with PSE, which grants PSE access to City streets for installation of privately-owned utility facilities. This is at no charge whatsoever to PSE. The price of PSE's free use of Federal Way streets, however, is that PSE must bear the costs of relocating facilities installed within the rights-of-way whenever those facilities must be relocated to accommodate City work. PSE's obligation to relocate, "at its sole cost and expense," is contained in Section 14.3 of the Federal Way / PSE franchise, which PSE agreed to. PSE's obligation is also set out in state law, and was confirmed in November, 1999 by a decision by United States District Judge Franklin Burgess granting summary judgment in favor of 11 cities, including Federal Way, in *City of Auburn v. U.S. West Communications, Inc.* In that litigation, Judge Burgess reaffirmed the rule that "utilities should bear the expense of relocation of their equipment when required for the convenience of the public."

5. Up until the time of Judge Burgess' decision, PSE had periodically exerted some limited effort in trying to shift its relocation cost burden to the City of Federal Way. It did not insist upon private, exclusive easements to do so, however, because it was installing the vast majority of its facilities within the right-of-way, as detailed in my initial declaration. (I note that neither Mr. Logen, Mr. Copps, nor Mr. Lowrey dispute that the PSE facilities for the S. 348th Street, S. 312th Street and S. 320th / SR 99 project I identified in my declaration as having been installed in the right-of-way or right-of-way utility easement were in fact installed there, without

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protest by PSE. Presumably, this is because City of right-of-way is provided free of charge to PSE.)

6. Rather, PSE periodically attempted to avoid relocation costs by proposing that the City agree to bear any costs resulting from relocations that occurred within 20 years of the project installation. When confronted with the fact that its own franchise (let alone state law) required PSE to bear such costs, PSE agreed to the insertion of language indicating that the 20-year relocation cost shifting provision did not apply if the franchise provided otherwise. In fact, based on my review of City files, PSE itself drafted language for the S. 348th Underground Conversion Agreement, which states that the City will bear the cost of relocation within 20 years, "unless it is determined in a franchise agreement between Puget and the City that costs of relocated facilities installed under this Agreement should be allocated in a different manner." A copy of the Underground Conversion Agreement provided to the City in November, 1994, prior to construction of the project, is attached as Exhibit A. After the City requested changes several times, PSE agreed to and drafted revised language for Paragraph 14, and the revised language bears the fax notation at the top "Sent by Puget Power" on 4-11-95 at 3:54 p.m. and a copy is attached as Exhibit B. The language was inserted in the final version, which PSE and the City both signed and a copy is attached as Exhibit G to Mr. Logen's declaration.

7. Based on the fact that PSE had drafted and approved this language, the City inserted and initialed the identical language in the S. 312th Street Underground Conversion Agreement, and sent it to PSE. PSE did not object but rather performed the underground conversion pursuant to the interlineated agreement just as it had with the S. 348th Street project. (Mr. Logen attaches this agreement as Exhibit I to his declaration, which demonstrates that PSE

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was sent a copy).

8. After Judge Burgess' decision in November, 1999, however, PSE began asserting its new policy to the City of Federal Way, in which it demanded not only that the City pay for private, exclusive easements in PSE's name, but also that the City agree to pay for the cost of any relocation of any facilities installed within the rights-of-way. My impression, from the comments of PSE representatives, and reinforced by PSE's Answer to the City of Kent's Petition in this matter and Mr. Logen's declaration (page 16-17, paragraph 36) and Mr. Lowrey's declaration (page 7, para. 13), was that a primary reason for this policy is financial. PSE now wants private, exclusive easements for its facilities to protect it from having to bear relocation costs that Judge Burgess' decision would otherwise require them to pay if PSE facilities were in the rights-of-way. I believe that PSE's policy shift was motivated by its realization that the law (along with its franchise with the City of Federal Way) now explicitly required it to bear relocation costs, and its realization that, when the cities proceeded with the SR 99 project, PSE would need to underground its entire system along SR 99, and face some potentially large relocation costs if the street system were widened.

9. Although Mr. Logen's declaration asserts that PSE's "policy" of placing underground facilities on private, exclusive easements is longstanding, not new (paragraph 38), and that no one from PSE ever stated that PSE's requirement that cities provide or reimburse PSE for private, exclusive easements was a "shift of policy," as stated by James Morrow of the City of Tukwila. I was at the meeting which Mr. Morrow describes, and PSE representatives did in fact acknowledge that their policy of insisting upon private, exclusive easements in PSE's name, but paid for by cities, was a new policy. In fact, even Mr. Lowrey's declaration (paragraph 18) acknowledges

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that the emphasis on PSE insistence upon installation of pad-mounted facilities stemmed from Greg Zeller's arrival in his department in April, 2000 – after Judge Burgess' November, 1999 decision that utilities and cities were not responsible for utility relocation costs.

10. Mr. Logen's (para. 5), Mr. Lowey's (para. 24) and Mr. Copps' (para. 15) declarations assert that cities are trying to force PSE to locate its facilities in the right-of-way. In fact, Mr. Copps and Mr. Lowrey seem to imply that Federal Way, in particular, actually went out of its way to obtain exclusive easements in the City's name, in order to prevent PSE from doing so. I can emphatically state that the City has not done so, nor does it intend to do so. PSE has the ability to choose to locate its facilities on private property, although this does not make sense to me from either an engineering perspective or cost perspective, since City rights-of-way are available to PSE for free, and the rights-of-way generally permit more design flexibility because the right-of-way is not partially occupied by structures, as private property is. PSE, however, cannot have it both ways. If it wants private, exclusive easements for its facilities because it believes such easements protect it from future relocation costs, then PSE should pay for those easements. If it wants to locate its facilities on property for free, it already has the right to do so within the rights-of-way, under the terms of its existing franchise, so long as it bear future relocation costs.

11. The declarations of Mr. Logen (pages 15-16) and Mr. Lowrey claim that cities in general, but the City of Federal Way in particular, have become more difficult to deal with over the last several years. Mr. Logen, especially, (para. 31, 32, and 34) claims that cities are attempting to shift costs onto PSE. In fact, the City of Federal Way seeks nothing more than for PSE to bear the relocation costs it is obligated to bear under state law, and which it agreed to bear in its franchise. The City has not had to assert this position with vigor in the past

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because, as noted above, PSE has previously agreed that the franchise relocation language controls, and has not required the City of Federal Way to pay for private, exclusive easements in PSE's name. The City has not intentionally become "difficult," but has merely sought to avoid PSE's effort to shift onto the City those costs which PSE agreed in its franchise to bear, and under state law which it is required to bear. If PSE believes private, exclusive easements will help it avoid these costs, PSE (and not the City) should pay for them.

City 6-Year Road Plans and 20-Year CIPs

12. I am also puzzled by PSE's stated concern for the potential for future relocations and associated costs. Mr. Logen's declaration (para. 22 – 25) goes on at length about the risk to PSE posed by the potential for future relocation costs, and states that "if cities did not have to plan ahead before they requested utilities to undertake conversions and could require that the facilities be placed in rights-of-way and immediately relocated without any cost to the cities, cities would have little incentive to design and plan their projects to ensure that when underground electric systems are installed, such installation is relatively permanent." Such a statement completely misstates the cities' road design process, and the cities' ability to anticipate and plan for PSE's design needs.

13. In nearly every instance, municipal street projects in which undergrounding of utilities is undertaken are the subject of not one but two comprehensive, public planning processes. The first occurs as part of a city's Capital Facilities Plan, which by law (RCW 36.70A.070(3)) is a mandatory element of a city's GMA comprehensive plan. This Capital Facilities Plan includes a 20-year Capital Improvement Program, which is a list of all improvements which the City anticipates undertaking within the next 20 years. The 20-year CIP

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is revised annually, through a public process that includes public review by Council committees and the full City Council.

14. In addition, by July 1 of each year the City is required by RCW 35.77.010 and RCW 36.70A.070(6) to adopt an updated 6-year comprehensive transportation plan, known as the Transportation Improvement Plan ("TIP"). That plan includes all projects that the City intends to construct within 6 years, especially projects of regional significance, along with cost estimates and preliminary sources of funding. The TIP is adopted only after one or more public hearing (required by statute), review by the Land Use & Transportation Committee of the City Council, and the full City Council. Public comment is taken at both the committee and full Council levels. The law also requires that the City file its 6-year TIP with the Washington State Secretary of Transportation.

15. To the best of my knowledge, PSE has never participated in either the 20-year CIP or 6-year TIP processes, either by commenting on them in person or in writing prior to adoption. Such participation is essential if the City is to design its projects so as to reduce where possible the need for relocation of underground utilities. In most cases, PSE and not the City performs the design and construction of underground electrical utility projects. Only PSE (and not the City) can anticipate where it will install underground facilities as part of a street project, and how those might be affected by additional, future planned City projects. The City can make its plans available, but without cooperation from PSE, the City cannot design the street projects in such a way as to minimize the potential for future relocation. The ability to minimize potential relocation costs therefore lies in PSE's hands, not the City's.

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Specific City of Federal Way Projects

16. The response of PSE representatives Logen, Copps, and Lowrey to the specific City of Federal Way projects described in my initial declaration also requires comment. For example, I pointed out in paragraph 5 of my initial declaration that on the South 348th Street project constructed in 1995, PSE cables and conduit were installed within the right-of-way. Neither Mr. Copps, Mr. Logen nor Mr. Lowrey dispute this, nor did PSE at the time. I also pointed out that PSE installed a vault within the right-of-way, which Mr. Copps, Mr. Logen and Mr. Lowrey also do not dispute.

17. The one claim that Mr. Lowrey makes is that for one vault which PSE installed on an easement, the City allegedly paid PSE for the easement. None of the notes PSE has produced, however, indicate that the City agreed to pay for a private, exclusive easement in PSE's name, and to the best of my knowledge based on my review of Mr. Lowrey's declaration and City files the City did not agree to pay for PSE's private, exclusive easement.

18. Mr. Thomas' notes attached to Mr. Lowrey's declaration (Exhibit Q) show that the City ultimately allowed PSE to install its facilities on a non-exclusive easement which, as noted in my initial declaration, the City assumed that PSE had obtained for free, as it traditionally had done. The Glenn Thomas notes attached to Mr. Lowrey's declaration indicate that Mr. Thomas met with Ray Dinges, the property owner, not any City representative. Although Mr. Thomas' notes say that the "City agrees to pay," nowhere do Mr. Thomas' notes name any particular individual at the City who might have authorized a payment for such an easement. Mr. Thomas' November 2, 1994 letter enclosed the first copy of the Underground Conversion Agreement, which was the subject of extensive negotiation and changes that were

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not finaled until April 13, 1995, as detailed above. Although the November 2 letter states that "any easements paid by Puget will be additional," the Public Works Department was advised by then- City Attorney Londi Lindell that "we should not pay this." A copy of Ms. Lindell's notes on Mr. Thomas' November 2 letter, which was contained in City files and which I reviewed, is attached as Exhibit C.

19. Finally, even Mr. Lowrey admits that the City was never separately billed for the easement, but that PSE instead buried it in the overall project billing. And, the City's copy of the invoice for the extra $18,452.60 (attached as Exhibit D) indicate that the City believed the extra charges represented an "overage due to additional nights and weekend work required and change in part of plan," i.e., that the charges were for more expensive, nighttime work and for work necessitated by the City's changes to its construction plans – not for an easement. Such costs are authorized by paragraph 5(c) of the Underground Conversion Agreement, which was attached to the invoice in the City's financial documents file. PSE can hardly maintain that the City has consistently agreed to pay for private, exclusive easements in PSE's name when the only instance to which it can point involves an easement which the City initially disagreed that PSE could not use, that City legal staff advised the City should not pay for it, and the City was eventually but unknowingly billed for its small, $460.00 cost. And, significantly, this easement is not an exclusive easement.

20. On the South 312th Street project, I noted in paragraph 8 of my initial declaration that all PSE facilities were installed within a City-owned utility easement that is part of the right-of-way. None of the PSE declarations dispute this. Mr. Copps claims that the City had "bought up rights to the entire frontage of the conversion", as if to accuse the City of attempting to

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preempt PSE's ability to obtain easements. Mr. Lowrey blames Mr. Copps, saying that he was responsible only for management of construction and billing, and that he had "assumed Mike asked for and received approval to go forward with that easement." In fact, had PSE wanted a private, exclusive easement, it could have obtained one behind the City's municipally-owned utility easement, but to my knowledge it never tried to do so nor did it ever complain that the City had purchased a city-owned easement. What PSE was concerned with was whether the City had provided adequate space and operating rights for installation of PSE's facilities, and that PSE did not have to pay for that space. PSE was satisfied that the City had provided the necessary space, and that the PSE operating rights within the City's easement were provided for by the City/PSE Franchise.

21. Likewise, on the South 320th Street project, I noted in my declaration that PSE placed the majority of its facilities within the right-of-way, including (as Mr. Lowrey describes in paragraph 25) cable, conduits, pull boxes and "J" boxes. Neither Mr. Lowrey, Mr. Copps nor Mr. Logen disputes that. As Mr. Lowrey acknowledges (paragraph 24), with one single exception, the facilities that PSE placed on private property were either on easements that PSE obtained for free (or already owned), or on the City's exclusive beautification easements, which included an easement for lighting and associated appurtenances, including power.

22. Mr. Lowrey now states, for the first time to the City's knowledge, that PSE paid for an easement and will be billing the City for its cost. Like the $460.00 easement PSE obtained on S. 348th, the City had no knowledge that PSE had paid for an easement in PSE's own name, and has never seen it itemized on any cost bill. The City is not obligated to pay for such an easement, but rather is obligated to pay only for easements acquired in the City's name.

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23. Mr. Logen's declaration purports to describe the circumstances behind the City-PSE agreement with respect to the City's S. 320th / SR 99 project. Unfortunately, Mr. Logen's description of events is misleading and inaccurate. What actually transpired is as follows. The City bid the project on June 10, 2000, and gave a notice to proceed to its contractor, RW Scott, on July 17, 2000. In that time frame, when the project was already moving forward, PSE provided a brand-new form Underground Conversion Agreement, which insisted that the City pay for private, exclusive easements in PSE's name, and that the City agree pay for future relocation costs within a 20-year period, even though the law was clear that PSE – and not the City – is responsible for relocation costs. PSE threatened to hold up the City's work, and cause the City to incur delay damages, unless the City capitulated.

24. During these discussions, Mr. Logen claims (paragraphs 24-25), that I had assured him that "there was no way in hell" that PSE facilities would ever need to be moved in the future, and that PSE subsequently discovered that the City planned to add an HOV lane as the next stage in the City's 320th Street project, which "would have required that many of PSE's facilities that Federal Way wished to have installed in the rights-of-way be relocated within a year or two of the initial installation." Mr. Logen then claims that PSE's Form Agreement helps ensure that cities take greater care with respect to PSE's relocation.

25. What actually happened, however, was that I expressed disbelief that PSE would threaten to stop a public project, particularly when the chances of future relocation were low. Although I did not promise him that "there was no way in hell" that relocation would ever be required, I did state that it the need for relocation was unlikely. To provide PSE assurances in this regard, I personally committed that City staff would sit down with PSE representatives, to

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walk them through all of the City's potential future projects for S. 320th Street. PSE should have already been aware of these projects, because they are included in the City's 6-Year Road Plan and 20-Year Capital Improvement Plan that the City is mandated by statute to adopt. This is done through a very public process, of which PSE could and should have been a part if it were sincerely concerned about avoiding potential future relocation costs. Nevertheless, City staff spent a substantial amount of time to make sure that PSE was aware of all future projects, including the potential addition of HOV lanes to S. 320th Street. Even after doing so, it was clear that PSE's facilities that were to be underground as part of the current project (S. 320th / SR 99 turn lanes) would be relatively unaffected by the future HOV lanes. 1 or 2 vaults were moved laterally to accommodate the taper (or narrowing) of the HOV lanes where they ended, but otherwise, PSE's undergrounded facilities were unaffected.

26. Thus, contrary to Mr. Logen's assertions, PSE did not avoid hundreds of thousands of dollars by discovering, on its own, a potential future City project that would require relocation and impose costs on PSE. Instead, PSE learned of the potential future relocation because the City went out of its way to ensure that PSE was aware of the future project. The future HOV project did not threaten PSE with substantial costs, and that is why the Underground Conversion Agreement did not require the City to bear future relocation costs. Instead, the City is obligated only to "use its best efforts to provide a location or route" to avoid the need for relocation. S. 320th Street Underground Conversion Agreement (Logen Declaration, Exhibit O) at 5, para. 14. This is as it should be: PSE is legally responsible for relocation costs under state law and its franchise with the City, but the City is more than willing to shoulder the responsibility of "going the extra mile" to make PSE aware of potential future conflicts, and to

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use its best efforts to design road improvements to avoid (if possible) unnecessary utility relocations.

27. PSE's claims that the City obtained exclusive easements on the S. 320th / SR 99 project to "block" PSE's attempt to acquire private, exclusive easements are also without merit. When the City obtains utility easements of any kind, including those outside the main travel lanes, the City obtains exclusive easements, so that the City can manage any conflicts among utilities which might wish to locate there, in the same fashion it manages conflicts among underground utilities located beneath travel lanes. If, for example, the City had obtained only a non-exclusive easement on the S. 312th Street project, and then allowed PSE to install its facilities there, the City might be subject to later claims by a telecommunications company that it had acquired a subsequent easement over the same space, and that the City must order PSE to move in order to accommodate the late-arriving telecommunications provider. While the City's exclusive easement does mean that PSE – like others – may not legally obtain an easement on top of the City's, the City has never has attempted to "block" PSE's acquisition of easements by doing so, as Mr. Lowrey implies in paragraph 24. PSE may always obtain an easement behind the City's if it wants to locate on its own easement – PSE simply may not charge the City for a private, exclusive easement in PSE's name.

28. Mr. Copps (paragraph 11) and Mr. Lowrey (paragraph 27) assert that the City of Federal Way's posture concerning relocation expenses changed after the WINCO grocery store project in late 1999 / early 2000. This is not the case; instead, it illustrates how PSE's new policy resulted in it attempting to foist relocation costs onto the City that PSE is legally required to bear. At or near the same time the WINCO grocery store was being completed, the City was

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involved in an asphalt overlay project on Campus Drive SW, adjacent to the WINCO store. As a condition of permit approval, WINCO was required to dedicate part of its property along Campus Drive to accommodate the street widening that was a necessary part of WINCO's project. The City agreed to perform the overlay for WINCO's portion of the new street improvements, so long as WINCO paid the City WINCO's share of the overlay costs. As part of the property dedication process, however, the City required WINCO (as it does other property owners conveying property to the City) to provide title via a statutory warranty deed, and to remove encumbrances from the title.

29. In this instance, PSE had some facilities installed within the right of way, but PSE also had an easement adjacent to the road. The facilities within PSE's easement were required to be relocated, because they were not buried deep enough to withstand being covered by the widened street. PSE indicated to the City that, because WINCO's project necessitated the street widening, PSE would insist that WINCO pay the costs of relocation. Although the City / PSE franchise would have required WINCO to pay relocation costs in this instance, PSE made clear to the City and WINCO that PSE believed the franchise did not apply to the PSE facilities located within an easement. PSE also asserted that it could not be required to relocate facilities from a private, exclusive easement unless WINCO paid 100% of the costs and provided it a new easement. As a consequence of PSE's position, the City insisted that WINCO provide clear title and remove PSE's easement from the property that WINCO would be dedicating to the City, so that the new right-of-way would not be encumbered by a PSE easement which PSE might assert shielded it from franchise relocation obligations.

30. It was by this process that PSE obtained a brand-new easement from WINCO, and

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also apparently extracted $200,000 in relocation costs from WINCO, in exchange for relinquishing an easement within City right-of-way where PSE would already have a legal right to place and operate facilities. The WINCO incident did not make the City any more aggressive with respect to PSE; however, it did signal to the City the advent of PSE's new policy, in which PSE would use private, exclusive easements to avoid paying its required relocation costs, and to shift them onto the City or others. In fact, shortly thereafter, the City received PSE's new version of the form Underground Conversion Agreement on the S. 320th / SR 99 project, in which PSE made its new policy explicit.

31. Mr. Logen's declaration (pages 3-4, paragraph 7) asserts that PSE cannot place its facilities in planting strips or sidewalks, because permit and traffic control requirements for work performed in rights-of-way can result in significant delays when PSE needs to access its facilities. This is not correct. The City of Federal Way policy calls for issuance of a typical right-of-way use permit within five (5) working days. If an emergency occurs in which PSE's facilities are in a condition such as "to immediately endanger the property, life, health or safety of any individual," Section 8 of the franchise allows PSE immediate access to its facilities, without a permit, so long as PSE obtains a permit "as soon as practicable thereafter."

I declare under penalty of perjury that the foregoing is true and correct. Dated this ___ day of September, 2001.

_____

CARY ROE

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the Declaration of Cary Roe in Support of Cities' Reply on Motion for Summary Determination filed by the Cities of Auburn, Bremerton, Des Moines, Federal Way, Lakewood, Redmond, Renton, SeaTac, and Tukwila, upon all parties of record in this proceeding, via facsimile, followed by U.S. mail, as follows:

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DATED at Seattle, Washington, this 18th day of September, 2001.

Jo Ann Sunderlage
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