

PRESIDENTIAL PERMIT PP-6  
AUTHORIZING  
PUGET SOUND POWER & LIGHT COMPANY  
TO OPERATE AND MAINTAIN  
ELECTRIC TRANSMISSION FACILITIES  
AT THE INTERNATIONAL BORDER BETWEEN  
THE UNITED STATES AND CANADA

BACKGROUND

On October 14, 1980, Puget Sound Power & Light Company (Puget Sound) filed an application with the Economic Regulatory Administration of the Department of Energy (DOE) for a Presidential Permit pursuant to Executive Order No. 10485, as amended by Executive Order No. 12038. Puget Sound requested authority to operate and maintain at the United States/Canadian international border a 25-kilovolt transmission line described in Article 2 below. The line, which is located on Point Roberts, in the State of Washington, is used for the importation of electric energy from Canada into the United States.

The Secretary of State by letter dated April 9, 1981 and the Secretary of Defense by letter dated April 9, 1981, favorably recommended that the Permit be granted as hereinafter provided.

Upon consideration of this matter, the DOE finds that the issuance of the Permit as hereinafter provided is appropriate and consistent with the public interest.

AUTHORIZATION

Pursuant to the provisions of Executive Order No. 10485, as amended, and the Rules and Regulations thereunder (10 C.F.R. §§205.320 et. seq.), permission is hereby granted to Puget Sound to operate and maintain at the United States/Canadian international border the electric transmission facilities described in Article 2 below upon the conditions hereinafter set forth.

Article 1. The facilities herein described shall be subject to all conditions, provisions and requirements of this Permit. This Permit may be modified or revoked by the President of the United States without notice, or by the Department of Energy after public notice, and may be amended by DOE upon proper application thereto.

Article 2. The facilities covered by and subject to this Permit shall include, in addition to the following facilities, all lands and supporting structures within the rights-of-way occupied by such facilities:

One three-phase, 60-cycle, 25,000-volt overhead transmission line and connection at the border of the United States and Canada. The facilities authorized by this Permit

are more specifically shown and described in the application and accompanying Exhibit B, Puget Sound Power & Light Company, Point Roberts Distribution System, Revision 1, September 1980, filed by Puget Sound and in the negative determination of impacts issued by the Department of Energy on March 6, 1981.

Article 3. No substantial change shall be made in these facilities or in the authorized operation thereof unless and until such change(s) shall have been approved by the DOE.

Article 4. Puget Sound shall at all times maintain the facilities, or any part thereof, in a satisfactory condition for the efficient and safe operation of said facilities in the transmission of electric energy.

Article 5. Insofar as the facilities authorized herein, or which subsequently may be included herein by amendment, are utilized for the transmission of electric energy from the United States to Canada, they may be utilized for such transmission only in the amount, at the rate, and in the manner authorized by the DOE under Section 202(e) of the Federal Power Act (16 U.S.C. section 824a(e)).

Article 6. The operation and maintenance of the aforesaid facilities shall be subject to the inspection and approval of a properly designated representative of the DOE, who shall be an authorized representative of the United States for such purposes. Puget Sound shall allow officers or employees of the United States with written authorization free and unrestricted access into, through and across any lands occupied by said facilities in the performance of their official duties.

Article 7. Puget Sound shall respond to and evaluate any complaints, from nearby residents, of radio or television interference possibly caused by operation of the transmission line. In the case of such complaints, Puget Sound shall take appropriate action as necessary to mitigate the situation. Complaints from individuals residing within one half mile of the center line of the facility are the only ones which shall require mandatory resolution. Written records shall be maintained by Puget Sound of all complaints received and of the corrective actions taken.

Article 8. Puget Sound shall be liable for all damages occasioned to the property of others by the construction, connection, operation and maintenance of the facilities owned by it and covered by this Permit, and in no event shall the United States be liable therefor.



Article 9. Puget Sound shall arrange for the installation and maintenance of adequate metering equipment to measure the hourly flow of all electric energy transmitted between the United States and Canada over the afore-described line authorized herein; shall make, keep and preserve full and complete records with respect to the movement of such energy; and shall furnish a report to the DOE, annually on or before February 15, with respect to such transmission of energy, showing, with respect to the afore-described line, the gross amount of kilowatt-hours received or delivered, the maximum hourly rate of transmission in kilowatts, and the consideration paid or received therefor during each month of the preceding calendar year. Puget Sound shall file with the DOE, in such detail as the DOE staff may specify, any additional statements or reports which the DOE shall require with respect to the facilities authorized herein and owned by Puget Sound; such information will become part of the public record, unless otherwise excepted.

Article 10. Neither this Permit nor the facilities, or any part thereof, covered by this Permit, shall be transferable or assignable, except in the event of the involuntary transfer of the facilities by operation of law. In the event of such an involuntary transfer, the Permit shall continue in effect for sixty days and then shall terminate

unless an application for a new Permit has been received. Upon receipt of such application, the existing Permit shall continue in effect until a decision is issued on the pending application. During this period, the facilities authorized by this Permit shall remain substantially the same as before the transfer.

Article 11. Upon the termination, revocation or surrender of this Permit, the facilities herein authorized, which are owned, connected, operated and maintained by Puget Sound shall be removed within such time as the DOE may specify and at the expense of Puget Sound. Structural foundations and guy anchors shall be removed to a minimum depth of 18 inches below ground level. The right-of-way and access roads will be allowed to revegetate by natural successional processes, except that Puget Sound will grade and seed any areas where necessary, as determined by the State of Washington. Upon failure of Puget Sound to remove such facilities or any portion thereof or to complete such restoration, the DOE may direct that such actions be taken and the facilities removed or restoration made at the expense of Puget Sound, and Puget Sound shall have no claim for damages by reason of such possession, removal, or repair.

Article 12. Puget Sound shall comply with the following herbicide use conditions during rights-of-way maintenance of the authorized transmission line:

a) Selective or basal application of herbicides shall be used wherever possible. When spraying herbicides along the rights-of-way, Puget Sound shall establish buffer zones of 300-400 feet around all water areas for aerial application.

b) Spraying within 300 feet of any body of water shall be limited to hand application only.

c) No spraying shall occur near any area defined by an agency of the State of Washington as environmentally sensitive.

d) Puget Sound shall mark all wildlife habitats to be avoided in areas where broadcast spraying is unavoidable.

e) Puget Sound shall not spray during nesting seasons of waterfowl or during periods of nesting and/or migration.

Article 13. This permit shall be valid upon receipt by the DOE of the attached Testimony of Acceptance properly executed.

In Witness Whereof, I Barton L. Housg, Acting Administrator, Economic Regulatory Administration, have hereunto signed my name, this 28 April 1981, 1981, in the City of Washington, District of Columbia.

Barton L. Housg

Acting Administrator  
Economic Regulatory Administration



PUGET SOUND POWER & LIGHT COMPANY

CERTIFICATE OF SECRETARY

I, the undersigned, hereby certify that I am the Secretary of Puget Sound Power & Light Company, a Washington corporation; and that the attached is a true copy of the Bylaws of said Company as amended to November 12, 1969.

I further certify that said Bylaws have not been amended or revoked and that the same are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and have affixed the corporate seal of said Company this 9th day of June, 1981.



*W. E. Tuttle*

Secretary

Puget Sound Power & Light Company

IN TESTIMONY OF ACCEPTANCE of all the Provisions and conditions  
 subject to its letter of June 1, 1981 to Mr. James M. Brown  
 of this Permit, /the Puget Sound Power & Light Company, this Jr.

9th day of June , 1981, has caused its name to be signed

and its corporate seal to be affixed hereto and attested by

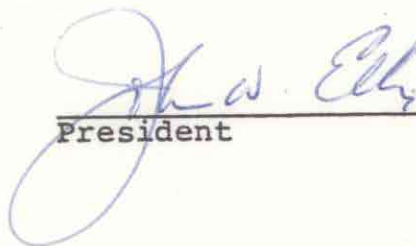
W. E. Watson , its Secretary, pursuant to <sup>Section 5 of the</sup> ~~a resolution~~  
 Bylaws of this Company.

~~of its Board of~~ ~~XXXXXXXXXXXXXXXXXXXX~~ ~~duly adopted on this~~ ~~XXXXXXXXXXXX~~ ~~day of~~


~~XXXXXXXXXXXXXXXXXXXX~~ Bylaws as amended to November 12, 1969  
~~XXXXXXXXXXXXXXXXXXXX~~ 1981. A certified copy of the ~~resolution~~ is

attached hereto.

Puget Sound Power & Light Company

  
 \_\_\_\_\_  
 President

Attest

  
 \_\_\_\_\_  
 Secretary