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April 4, 2008

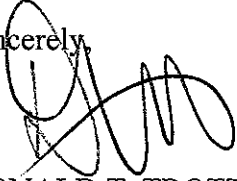
Carole J. Washburn, Secretary  
Washington Utilities and Transportation Commission  
1300 S. Evergreen Park Dr. SW  
P. O. Box 47250  
Olympia, Washington 98504-7250

Re: *WUTC v. PSE*  
Docket PG-060215

Dear Ms. Washburn:

Enclosed for filing in the above-referenced docket are the original and 10 copies of the Joint Motion for Clarification or Reconsideration, and Certificate of Service.

Sincerely,



DONALD T. TROTTER  
Senior Counsel

DTT:klg  
Enclosures  
cc: Parties



BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,

Complainant,

v.

PUGET SOUND ENERGY, INC.,

Respondent.

)  
)  
) DOCKET PG-060215

)  
) JOINT MOTION FOR CLARIFICATION  
) OR RECONSIDERATION

1            On April 3, 2008, the Commission issued its “Final Order Accepting Settlement Agreement On Condition” (Final Order). Commission Staff and Puget Sound Energy, Inc. (Parties) seek clarification or reconsideration on two matters.

2            First, the term “paragraph 33” in Attachment A to the Settlement Agreement, Section 2H, last paragraph, should be “paragraph 22.” The Commission pointed out this typographical error at the March 25, 2008, hearing on the Settlement Agreement (Agreement), and the Parties noted the correction to “paragraph 22” on the record. This correction should be reflected in the Final Order.

3            The second matter relates to forbearance. The Commission ruled as a matter of policy that forbearance should not apply to intentional violations that cause actual harm, even below the proposed thresholds identified in paragraph 25 of the Agreement. *Order at*

10, ¶ 38. The Commission implemented this policy by striking paragraph 25 of the Agreement. *Order at 10 ¶ 39 and at 13, ¶ 56, Conclusion of Law 5.*

4           The Parties do not seek reconsideration or clarification of the policy. However, the Parties note that by striking paragraph 25 of the Agreement, the Commission did not implement that policy. Indeed, if paragraph 25 of the Agreement is stricken, then the forbearance language in paragraph 23 of the Agreement becomes unqualified. For example, assume the (albeit unlikely) event of an intentional violation of the sort described in paragraph 23 of the Agreement that occurred before July 1, 2007, and assume that violation caused actual harm. In that example, forbearance would apply because paragraph 23 of the Agreement would require forbearance.

5           The solution is for the Commission to rephrase Agreement paragraph 25 rather than strike it. The Parties suggest the following language for paragraph 25 (new language is underlined):

Nothing in the Agreement affects the ability of the Staff to recommend penalties or other remedy for any violation of any statute, rule or provision of PSE's gas safety standards manual if that violation is intentional and it leads to property damage or physical harm to a person. For violations other than intentional violations, nothing in this Agreement affects the ability of the Staff to recommend penalties or other remedy for any violation of any statute, rule or provision in PSE's gas safety standards manual that leads to serious personal injury (i.e., requires in-patient hospitalization), loss of life, or property damage or loss of \$50,000 or more. PSE may contest any such enforcement action based on such a violation or violations, but PSE will not use anything in this Agreement as limiting any such enforcement action.

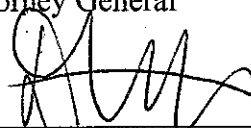
6           The Parties believe the above language implements the policy the Commission stated in its Final Order regarding forbearance when intentional violations are involved.

Therefore, the Parties request the Commission to clarify or reconsider its Order and change the language of paragraph 25 as recommended above.

DATED this 4<sup>th</sup> day of April, 2008.

Respectfully submitted,

ROBERT M. MCKENNA  
Attorney General



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DONALD T. TROTTER  
Senior Counsel  
Counsel for Washington Utilities and  
Transportation Commission

PERKINS COIE, LLP

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SHEREE STROM CARSON  
Attorneys for Respondent  
Puget Sound Energy, Inc.

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DATED this \_\_\_\_\_ day of April, 2008.

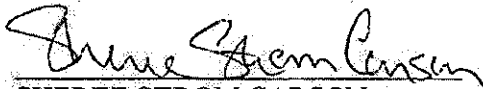
Respectfully submitted,

ROBERT M. MCKENNA  
Attorney General

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DONALD T. TROTTER  
Senior Counsel  
Counsel for Washington Utilities and  
Transportation Commission

PERKINS COIE, LLP



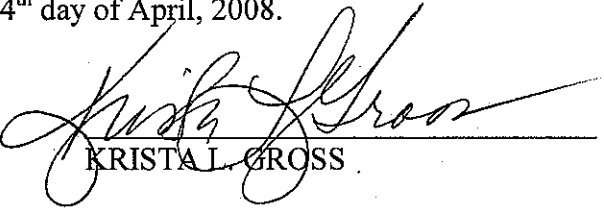
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SHEREE STROM CARSON  
Attorneys for Respondent  
Puget Sound Energy, Inc.

Docket PG-060215  
CERTIFICATE OF SERVICE

I hereby certify that I have this day served the attached document upon the persons and entities listed on the Service List below by depositing a copy of said document in the United States mail, addressed as shown on said Service List, with first class postage prepaid.

DATED at Olympia, Washington this 4<sup>th</sup> day of April, 2008.

  
KRISTAL GROSS

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