

**Notice Served on June 17, 2002**

June 17, 2002

**NOTICE OF ISSUANCE OF COMMISSION BENCH REQUEST  
(June 18, 2002)**

RE: WUTC v. Puget Sound Energy  
Docket Nos. UE-011570/UG-011571

TO ALL PARTIES:

Please respond to the following Bench Request as soon as possible, preferably no later than June 18, 2002:

**A. Time-of-Use**

- 1) Are the meters of customers who are not on the time-of-use tariffs, but who are equipped with time-of-use meters, read four times a day? Can these PEM-only customers see their time-block usage on the PSE web-page?
- 2) Are all of the directly assigned time-of-use charges (\$1.16/month, after removing the \$.10 recovered from the conservation tariff rider) solely attributable to the incremental cost of the time-of-use program (e.g. billing, record keeping, etc.)?
- 3) Is any of the revenue proposed to be collected from the TOU-billed customers used to defray the cost associated with Personal Energy Management (but non-TOU) meter-reading, data processing, and web-page information? If yes, please indicate how much and explain.

**B. Conservation Agreement**

- 1) What is the current level of the electric Conservation Tariff Rider charge? What would be the level of the electric Conservation Tariff Rider charge if the estimated \$17 to \$21 million annual budget for electric conservation programs were approved by the Commission? What does this level of expenditure represent as a percentage of PSE's total electric revenue requirement?

- 2) What is the current level of the gas Conservation Tariff Rider charge? What would be the level of the gas Conservation Tariff Rider charge if the estimated \$2 million annual budget for gas conservation programs were approved by the Commission? What does this level of expenditure represent as a percentage of PSE's total gas revenue requirement?
- 3) Please explain the meaning the parties intend for Paragraph 27 of the Settlement Terms for Conservation.
- 4) With respect to Paragraph 24 and Paragraph 34 of the Settlement Terms for Conservation, do the parties intend the same cost-effectiveness criteria to apply to Low Income Weatherization programs as apply to all other conservation programs. If not, why not? What cost-effectiveness criteria would apply? Please explain.
- 5) With respect to Paragraph 31 of the Settlement Terms for Conservation, do the parties intend the same cost-effectiveness criteria to apply to renewable energy programs as applies to all other conservation programs? If not, why not? What cost-effectiveness criteria would apply? Please explain.
- 6) With respect to Paragraph 29 of the Settlement Terms for Conservation, do the parties intend that programs implemented under the Conservation and Renewable Discount program of the Bonneville Power Administration, and the savings and budgets attributable to those programs, be separate and apart from programs undertaken by the Company under tariff-rider funding? If so, how is the accounting for savings and budget proposed to be separated? Please explain.
- 7) With respect to Paragraph 6 of the Settlement Terms for Conservation, what do the parties intend the August 1, 2002 filing to include? Will detailed program evaluation plans and analysis designs be included in this filing? If not, when will evaluation plans be filed with Commission and on what schedule will PSE be required to file program evaluation results documenting actual savings and cost-effectiveness?

### **C. Settlement Terms for Low-Income**

- 1) We understand the Settlement Terms for Low-Income to provide that PSE will delegate the administration of the Low-Income Program (LIP) to "Designated Agencies" through the mechanism of a contract between PSE and the agency. The proposed LIP serves to distribute ratepayer dollars among PSE's customers. Is it the parties' intention that the contracts governing administration of the program will be submitted for review by Staff and approval by the Commission? If not, why not? Please explain.
- 2) Referring to paragraph 15 of the Settlement Terms for Low-Income, has the "predetermined formula" been established and agreed to by the parties? If not, when will this formula be established? Will it be subject to review and approval of the Commission?

**D. Settlement Terms for Service Quality Index**

1) Referring to Paragraph 7 of Settlement Terms for Service Quality Index, each of the penalty paragraphs specifies amounts for “each full point below a benchmark.” How do these levels apply to partial percentage points? For example, what do the parties propose as a penalty if performance is 1.5 percentage points below a benchmark? Please provide an example.

**E. Rate Design**

1) Referring to Exhibit 575 that documents forward prices for electricity at “Mid-C,” please provide the simple average of monthly prices for peak, off-peak, and flat products for: 1) the period of months during which winter seasonal rates are in effect under PSE’s current tariffs, and 2) the period of months during which summer seasonal rates are in effect under PSE’s current tariffs.

Sincerely,

DENNIS J. MOSS  
Administrative Law Judge