

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In re Commission Investigation of the Gas
Pipeline System of the City of Buckley

DOCKET PG-110039

STIPULATED AGREEMENT TO
CLOSE DOCKET

I. NATURE OF AGREEMENT

1 This Stipulated Agreement to Close Docket (Agreement) is entered into between the City of Buckley (“City of Buckley” or “the City”) and the Staff of the Washington Utilities and Transportation Commission (“Commission Staff”) (collectively, “the Parties”) for the purpose of resolving issues resulting from a follow-up natural gas inspection of the City’s natural gas pipeline system.

2 This Agreement is subject to review and disposition by the Washington Utilities and Transportation Commission (“Commission”). This Agreement is effective on the date of the Commission order approving it (unless the Commission establishes a different effective date), and this Agreement is not effective for any purpose until it is approved by the Commission.

3 The Parties understand that the process for approval is at the discretion of the Commission. However, the Parties believe the Commission may close this docket under the conditions stated herein by means of taking action on the consent agenda at an open public meeting, if the Commission desires to do so. The Parties hereby recommend that procedure to the Commission.

STIPULATED AGREEMENT
TO CLOSE DOCKET

II. BACKGROUND

4 The City of Buckley is located in the state of Washington. The City owns and
operates a natural gas pipeline that serves City customers. When this Agreement refers to a
pipeline, it refers to this pipeline and the related pipeline facilities. On July 30, 2013, in this
docket, Commission Staff conducted a Standard Natural Gas Pipeline Inspection, which
included a review of the City of Buckley's records, operating policies and procedures, and a
physical inspection of the pipeline and related facilities. This inspection was a follow-up to
a standard inspection conducted in 2011, also under this docket.

5 On August 15, 2013, Commission Staff sent to the City of Buckley an inspection
report that listed a "probable violation" of Commission gas pipeline safety rules. This
document is on file in this docket. The probable violation regards the City's pipeline record
keeping.

6 The City of Buckley responded to the inspection report in good faith with a letter
dated August 29, 2013. This document is on file in this docket.

7 The Parties have identified those corrective or other actions to be taken by the City to
ensure compliance with gas safety laws and rules. These items are described in this
Agreement. Consequently, the Parties believe that if the Commission approves this
Agreement, this docket can be closed.

III. AGREEMENT

8 The Parties have mutually agreed to a means by which this docket can be closed
without further action by the Commission beyond its approval of the Parties' Agreement.
The Parties agree and stipulate as follows:

9 1. The City of Buckley concurs that improvements have to be made to the
City's pipeline record-keeping practices in order to ensure compliance with pipeline safety
rules.

10 2. The City of Buckley agrees to develop a process to review its service cards
and quarter section maps to identify all missing data in mapping records.

11 3. The City of Buckley agrees to develop a process for updating missing data
found during its review of its service cards and quarter section maps.

12 4. The City of Buckley agrees to develop a process for updating its mapping
system to ensure new construction is included on all mapping records.

13 5. The City of Buckley agrees to develop a Quality Control and Quality
Assurance (QA/QC) procedure to verify the integrity of the mapping system.

14 6. The City of Buckley agrees to complete items described in sections 2-5 above
within 60 days of entrance of an Order approving this Agreement. The City of Buckley
further agrees to file notice and evidence of completion with the Commission so that
Commission Staff may verify compliance.

15 7. The City of Buckley and Commission Staff agree that this docket may be
closed upon Commission approval of this Agreement.

IV. GENERAL PROVISIONS

16 *Future Enforcement.* Nothing in this Agreement affects the ability of the
Commission Staff to seek, in the context of a future inspection of the City of Buckley's gas
pipeline facilities, a Commission enforcement action, if Commission Staff believes the City
of Buckley has violated any term of this Agreement or any applicable pipeline safety laws,

rules or orders. Nothing in this Agreement restricts the City of Buckley from contesting any such Commission enforcement action, if any is initiated.

17 *Entire Agreement; no precedent.* This is the entire agreement of the Parties. It may not be cited as precedent in any proceeding other than a proceeding to enforce the terms of this Agreement.

18 *Manner of execution.* This Agreement is considered executed when all Parties sign the Agreement. A designated and authorized representative may sign the Agreement on a Party's behalf. The Parties may execute this Agreement in counterparts. If the Agreement is executed in counterparts, all counterparts shall constitute one agreement. An Agreement signed in counterpart and sent by facsimile is as effective as an original document. A faxed or emailed signature page containing the signature of a Party is acceptable as an original signature page signed by that Party. Each Party shall indicate the date of its signature on the Agreement. The date of execution of the Agreement will be the latest date indicated on the signatures.

19 *Approval Process.* Upon execution of this Agreement, Commission Staff will make reasonable efforts to have the matter placed on the next reasonably available Commission open meeting agenda. Commission Staff will timely advise the City of Buckley of this process so the City may effectively participate. If the Commission decides not to handle this matter at a Commission open public meeting, the Parties agree to support the Agreement during the course of whatever procedures the Commission determines are appropriate.

20 *Commission approval with change.* In the event the Commission approves this Agreement, but with a change, the Parties will have five business days to file a letter with the Commission accepting or rejecting each such change. If, in such a timely filed letter, a

party rejects a change, this Agreement is void and the Parties will jointly and promptly request the Commission convene a prehearing conference to address procedural matters, including a procedural schedule for completion of the case.

21 *Publicity.* Commission Staff and the City of Buckley each have the right to review in advance of publication each announcement or news release the other Party intends to issue about this Agreement. This right of advance review includes a reasonable opportunity for the non-issuing Party to request changes to such an announcement. While the issuing Party is not required to make any such requested change, the Parties agree that if a news release or announcement issued by a Party refers to Commission Staff, it shall include a statement that Commission Staff's recommendation to approve this Agreement is not binding on the Commission.


For Commission Staff:

For City of Buckley:

ROBERT W. FERGUSON
Attorney General



Michael A. Fassio
Assistant Attorney General
Counsel for Commission Staff



Pat Johnson
Mayor

Date signed: 9-26-2013

Date signed:

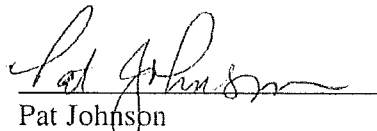
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For Commission Staff:

For City of Buckley:

ROBERT W. FERGUSON
Attorney General


Pat Johnson
Mayor

Michael A. Fassio
Assistant Attorney General
Counsel for Commission Staff

Date signed:

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