EXHIBIT NO. \_\_\_\_\_ (CBY-9) DOCKET NOS. UE-170033/UG-170034 2017 PSE GENERAL RATE CASE WITNESS: CAMERON B. YOURKOWSKI

### BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,

DOCKETS UE-170033 and UG-170034 (Consolidated)

Complainant,

v.

PUGET SOUND ENERGY,

Respondent.

#### EXHIBIT CBY-9 TO PREFILED RESPONSE TESTIMONY (NON-CONFIDENTIAL) OF CAMERON B. YOURKOWSKI ON BEHALF OF NW ENERGY COALITION

JUNE 30, 2017

# BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

### Dockets UE-170033 and UG-170034 Puget Sound Energy 2017 General Rate Case

## NWEC-RNW-NRDC DATA REQUEST NO. 022

# NWEC-RNW-NRDC DATA REQUEST NO. 022:

Under the terms and conditions of the Montana Intertie Agreement, is PSE required to pay BPA for PSE's share of the costs of the Eastern Intertie (Townsend to Garrison) even if neither PSE nor any other party is using that transmission capacity to transfer electricity? If the answer is "yes," what is the maximum amount of such Eastern Intertie costs that PSE would be obligated to pay? If the answer is "no," please describe PSE's interpretation of the Montana Intertie Agreement as to why PSE would not be responsible for its share of the Eastern Intertie costs in such a situation.

#### Response:

Please see Puget Sound Energy's ("PSE") Response to NWEC-RNW-NRDC Data Request No. 003, subpart (a).

The Montana Intertie Users ("MIA") speaks for itself and specifies PSE's payment obligations under the MIA under various circumstances. See, for example, MIA section 2 (Term of Agreement), section 6 (Payment for Use of Montana Intertie) and section 11 (Changes in the Transmission Demand or Termination of Agreement).