

BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

SEATTLE CHILDREN'S HOSPITAL, a Washington nonprofit corporation; OVERLAKE HOSPITAL MEDICAL CENTER, a Washington nonprofit corporation; HOSPITAL CENTRAL SERVICES ASSOCIATION, a Washington nonprofit corporation; COSTCO WHOLESALE CORPORATION, a Washington corporation; NORTHWEST BAKING LIMITED PARTNERSHIP dba NORTHWEST BAKING COMPANY, a Washington limited partnership; FIRST CALL PLUS OF WASHINGTON, L.L.C., a Washington limited liability company; REPAUL TEXTILES LLC dba STERILE SURGICAL SYSTEMS, a Washington limited liability company; SHINING OCEAN, INC., a Washington corporation; TUCCI & SONS, INC., a Washington corporation; WESTROCK CP, LLC, a Delaware limited liability company; NUCOR STEEL SEATTLE INC., a Delaware corporation; ACE GALVANIZING, INC., a Washington corporation; GARDNER ASPHALT CORPORATION, a Delaware corporation; and WESTERN WOOD PRESERVING CO., a Washington corporation.,

Complainants,

v.

PUGET SOUND ENERGY,

Respondent.

DOCKET UG-190857

PUGET SOUND ENERGY'S ANSWER TO  
FORMAL COMPLAINT

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FORMAL COMPLAINT- 1

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1 **ANSWER TO FORMAL COMPLAINT**

2 Puget Sound Energy (“PSE”) herein answers the Formal Complaint (“Complaint”) of  
3 Seattle Children’s Hospital, Overlake Medical Center, Hospital Central Services Association,  
4 Costco Wholesale Corporation, Northwest Baking Limited Partnership dba Northwest  
5 Baking Company, First Call Plus of Washington, L.L.C., Repaul Textiles dba Sterile Surgical  
6 Systems, Shining Ocean, Inc., Tucci & Sons, Inc., Westrock CP, LLC, Nucor Steel Seattle  
7 Inc., Ace Galvanizing, Inc., Gardner Asphalt Corporation, and Western Wood Preserving Co.  
8 (hereinafter referred to collectively as “Customers”) dated October 1, 2019. The Customers  
9 are industrial and commercial customers who elected optional natural gas transportation  
10 schedules that limit their consumption during constraint periods, including Curtailment  
11 Periods and Overrun Entitlement Constraint Periods. As set forth in PSE’s detailed answer,  
12 below, these Customers failed to limit their delivered volumes during an Overrun Entitlement  
13 Constraint Period after the Enbridge Pipeline rupture, and PSE appropriately billed customers  
14 Penalties for Unauthorized Use of Gas during an Overrun Entitlement Constraint Period as  
15 provided for in PSE’s natural gas tariff schedules, rules and Transportation Service  
16 Agreement. These Customers’ failure to comply with the terms of their agreements imposes  
17 a cost on PSE’s sales customers. The cost imposed by the transportation service customers  
18 not complying with the terms of their agreements is borne by PSE sales customers.

19 **INTRODUCTION**

20 1. Answering paragraph 1 of the Complaint, PSE denies that the penalties it  
21 charged to customers were unlawful. PSE billed natural gas transportation service customers  
22 Penalties for Unauthorized Use of Gas during a declared Overrun Entitlement Constraint  
23 Period.

1           2.        Answering paragraph 2 of the Complaint, PSE denies that the imposition of  
2 penalties was unlawful under Washington law or that a refund is owed to Customers. PSE  
3 billed Customers Penalties for Unauthorized Use of Gas for a declared Overrun Entitlement  
4 Constraint Period.

5           3.        Answering paragraph 3 of the Complaint, PSE admits the same. PSE further  
6 states that Customers have voluntarily elected to take this optional service that requires  
7 Customers to arrange for their own gas supply in a manner consistent with the tariff  
8 schedules and rules applicable to this service.

9           4.        Answering paragraph 4 of the Complaint, PSE admits that Customers use the  
10 natural gas transported to operate various commercial and industrial facilities in the region  
11 but lacks sufficient information to admit or deny the remaining allegations in paragraph 4  
12 and, therefore, denies the same.

13           5.        Answering paragraph 5 of the Complaint, PSE admits that customers rely on  
14 PSE to provide natural gas transportation service as set forth in PSE's natural gas tariff, WN  
15 U-2, but deny that customers solely rely on PSE for reliable natural gas transportation  
16 service. PSE's gas distribution system and gas supply resource portfolio are designed to  
17 meet the needs of firm customers. However, optional interruptible service is made available,  
18 of which optional transportation service is a subset, at discounted rates. The characteristics  
19 of service on current interruptible transportation schedules include periods of constraint and  
20 the lowest priority of service. Rule No. 21: Firm Service Priority states, "No curtailment in  
21 firm gas service will be imposed by the company until all interruptible service customers in  
22 the area affected have been ordered to curtail to one hundred percent of their interruptible  
23 requirements." PSE's tariff outlines the responsibilities of PSE and customers regarding

1 natural gas transportation service. Annually, a customer who elects the natural gas  
2 interruptible transportation service is required to determine and contract with PSE of its firm  
3 daily demand quantity, which sets forth the system capacity that PSE is obligated to reserve  
4 for the customer on a daily basis for the transportation of the natural gas that the customer  
5 purchases through third party. Natural gas transportation service customers also rely on their  
6 authorized agent to inform NW Pipeline and PSE the amount of natural gas that the customer  
7 plan to have transported daily to the NW Pipeline system and the PSE system. PSE lacks  
8 sufficient information to address the economic viability of Customers' business operations  
9 and, therefore, denies the same.

10 6. Answering paragraph 6 of the Complaint, PSE admits that its tariff sets forth  
11 the terms and conditions by which PSE offers utility service to the public as set forth in the  
12 first sentence of the Complaint. PSE further admits that the Commission reviews PSE's  
13 tariff rules and schedules and either approves them or allows them to go into effect. The last  
14 sentence of paragraph 6 sets forth a legal conclusion to which no answer is required.

15 7. Answering paragraph 7 of the Complaint, PSE admits the allegations in the  
16 first three sentences of paragraph 7. Answering the fourth sentence of paragraph 7, on  
17 information and belief, PSE admits the allegations are true for NW Pipeline, but with respect  
18 to PSE, customers were allowed to submit post-id (i.e., after the fact) nominations to adjust  
19 their supply to align with their demand. PSE admits the remaining allegations in paragraph  
20 7.

21 8. Answering paragraph 8 of the Complaint, PSE admits that it declared  
22 "overrun entitlements" and that it charged Penalties for Unauthorized Use of Gas during a  
23 declared Overrun Entitlement Constraint Period consistent with its tariff. PSE lacks

1 sufficient information to form a belief as to actions taken by other local distribution  
2 companies and therefore denies the same.

3 9. Answering paragraph 9 of the Complaint, PSE admits that it declared overrun  
4 entitlements during the time period at issue. PSE lacks sufficient information to form a belief  
5 as to the declaration of overrun entitlements by other local distribution companies and,  
6 therefore, denies the same.

7 10. Answering paragraph 10 of the Complaint, PSE admits that it declared a  
8 Curtailment Period beginning on October 10, 2018, and that it declared Overrun Entitlement  
9 Constraint Periods for numerous other days. PSE denies that the Curtailment Period was for  
10 only one gas day on October 10, 2018

11 11. Answering paragraph 11 of the Complaint, the language of PSE's tariff speaks  
12 for itself and no further answer is required from PSE. To the extent an answer is required,  
13 PSE admits the same.

14 12. Answering the first sentence of paragraph 12 of the Complaint, PSE billed  
15 Customers Penalties for Unauthorized Use of Gas during declared Overrun Entitlement  
16 Constraint Periods as provided for in its tariff rules for customers who fail to comply with the  
17 Notification of the Overrun Entitlement. Answering the second sentence of paragraph 12,  
18 PSE lacks sufficient information to form a belief as to the actions of other local distribution  
19 companies or NW Pipeline, which companies are governed by separate tariffs and which  
20 actions are irrelevant to PSE; therefore, PSE denies the same.

21 13. Paragraph 13 of the Complaint states a legal conclusion to which no answer is  
22 required. To the extent an answer is required, PSE denies that its actions violated its tariff.

1 PSE billed Customers Penalties for Unauthorized Use of Gas during declared Overrun  
2 Entitlement Constraint Periods consistent with Rule No. 29, Section 13.

3 14. Answering the first sentence of paragraph 14 of the Complaint, PSE denies  
4 the allegation that its tariff does not allow for penalties under the facts of this case. Rule No.  
5 29, Section 13 and Section 7 allow for penalties described in Rule No. 23 to be billed to  
6 transportation customers for Unauthorized Use of Gas during declared Overrun Entitlement  
7 Constraint Periods. The remainder of paragraph 14 states a legal conclusion to which no  
8 answer is required or cites to tariff language for which the tariff speaks for itself. To the  
9 extent a further answer is required, PSE denies that its actions violated PSE's tariff or were  
10 unlawful.

11 15. Answering paragraph 15 of the Complaint, PSE admits that the curtailment  
12 penalty in its tariff is intended to ensure that customers comply with an order to partially or  
13 totally reduce consumption, the failure of which can threaten the operational integrity of  
14 PSE's natural gas system. PSE also admits that penalties for Unauthorized Use of Gas  
15 during declared Overrun Entitlement Constraint Periods are intended to ensure that a natural  
16 gas transportation service customer delivered volumes are limited to less than or equal to the  
17 specified percentage of the Confirmed Nomination of the customer. As to all other or  
18 different allegations in paragraph 15, PSE denies the same.

19 16. Answering paragraph 16 of the Complaint, PSE admits that Curtailment and  
20 Overrun Entitlement are two types of Constraint Periods as described in PSE's tariff. PSE  
21 denies that the penalties imposed may only be applied during a Curtailment. Rule No, 29,  
22 Section 13 and Section 7, allow for penalties described in Rule No. 23 to be billed to  
23 Customers for Unauthorized Use of Gas during declared Overrun Entitlement Constraint

1 Periods. The Exhibit "B" to Attachment "A" Transportation Service Agreement to all the  
2 transportation service tariff schedules, highlights the applicable penalties to any  
3 Unauthorized Use of Gas under PSE's Rule Nos. 21, 23 and 29 under the Exhibit "B"  
4 customer Certification section.

5 17. Answering paragraph 17 of the Complaint, PSE denies that the imposition of  
6 penalties was inconsistent with its tariff and unlawful. Rule No. 29, Section 13 and Section 7,  
7 allow for penalties described in Rule No. 23 to be billed to a transportation service customer  
8 for Unauthorized Use of Gas during a declared Overrun Entitlement Constraint Period.

9 18. Answering paragraph 18 of the Complaint, PSE denies that the imposition of  
10 penalties was unjust and unreasonable in amount. Rule No. 29, Section 13 and Section 7,  
11 allow for penalties described in Rule No. 23 to be billed to a transportation service customer  
12 for Unauthorized Use of Gas during a declared Overrun Entitlement Constraint Period.

13 Penalties for Unauthorized Use of Gas during declared Overrun Entitlement Constraint  
14 Periods are intended to ensure that a transportation service customer delivered volumes are  
15 limited to less than or equal to the specified percentage of the Confirmed Nomination of the  
16 customer. If customers fail to limit their delivered volumes during a declared Overrun  
17 Entitlement Constraint Period, penalties for Unauthorized Use of Gas are not unjust or  
18 unreasonable; furthermore, if customers fail to limit their delivered volumes for several days  
19 during Overrun Entitlement Constraint Periods, penalties for Unauthorized Use of Gas are  
20 not unjust or unreasonable. The Unauthorized Use of Gas sections in all the interruptible  
21 transportation service tariff Schedules 85T, 86T, and 87T and in Rule No. 29 all specify that  
22 any Unauthorized Use of Gas will be assessed penalties according to Rule No. 23, in addition  
23 to the Rule No. 29 penalties charge. Furthermore, Customers violated the provisions of

1 PSE's tariff by not adhering to the Overrun Entitlement Constraint Period. The requirements  
2 for interruptible transportation service is of a special nature, and consistent with Rule No. 3:  
3 Application for Gas Service, requires a written contract. Under their Transportation Service  
4 Agreements, Customers agreed to Overrun Entitlement Constraint Periods, adjusting their  
5 consumption accordingly, and to Penalties for Unauthorized Use of Gas when they do not.  
6 This is consistent with all interruptible service schedules which have penalty charges when  
7 specific volumetric requirements are not met.

8 19. Answering paragraph 19 of the Complaint, PSE denies the penalties assessed  
9 by PSE were unlawfully imposed. PSE lacks sufficient information to form a belief as to the  
10 tariff requirements of other local distribution companies and, therefore, denies the same.  
11 Further, the tariffs of those companies are irrelevant to the facts of this Complaint against  
12 PSE, which is based on PSE's tariff. PSE admits the allegations about NW Pipeline's  
13 overrun entitlement penalty amounts.

14 20. Paragraph 20 of the Complaint does not contain factual allegations but rather  
15 sets forth legal conclusions and the relief requested by Customers, to which no answer is  
16 required. To the extent an answer is required, PSE denies it violated Washington law or that a  
17 refund is due to Customers.

18 21. Paragraph 21 of the Complaint does not contain factual allegations but rather  
19 sets forth alternative relief requested by Customers, to which no answer is required.

20 22. Paragraph 22 does not contain factual allegations but cites statutes that  
21 Customers believe to be at issue, and, therefore, requires no answer.  
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**PARTIES**

23. Answering paragraph 23 of the Complaint, PSE admits the same.

24. Paragraph 24 of the Complaint sets forth Customer’s counsel and does not require an answer. Persons authorized on behalf of PSE to receive notices and communications with respect to this Answer are as follows:

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25. Answering paragraph 25 of the Complaint, PSE admits the same.  
26. Answering paragraph 26 of the Complaint, PSE admits the same.  
27. Answering paragraph 27 of the Complaint, PSE admits the same.  
28. Answering paragraph 28 of the Complaint, PSE admits the same

**PSE’S ANSWER TO JURISDICTION**

29. Paragraph 29 of the Complaint sets forth a legal conclusion to which no answer is required. To the extent an answer is required, PSE admits generally that the Commission has jurisdiction over this Complaint and the parties.

30. Paragraph 30 of the Complaint sets forth a legal conclusion to which no answer is required. To the extent an answer is required, PSE admits generally that the Commission has jurisdiction to address costs, penalties and rates.



1           40.     Answering the first two sentences of paragraph 40 of the Complaint, the  
2 language of PSE’s tariff speaks for itself and no further answer is required. To the extent an  
3 answer is required, PSE admits the same. PSE denies the allegations in the last sentence of  
4 paragraph 40. The “contracted daily firm demand” as agreed to by PSE and a natural gas  
5 transportation service customer in the Transportation Service Agreement is the volume that  
6 PSE will deliver to the customer’s interruptible gas metering facilities at all-times except as  
7 specified in Rule Nos. 21 and 23.

8           41.     Answering paragraph 41 of the Complaint, the language of PSE’s tariff speaks  
9 for itself and no further answer is required. To the extent an answer is require, PSE denies  
10 that the Overrun Entitlement language in Rule No. 29 noted, is in Section 13(2)(a), it is found  
11 in Section 13(2)(b), but PSE admits that it directs one to the Section 7 called Unauthorized  
12 Use of Gas.

13           42.     Answering paragraph 42 of the Complaint, PSE denies the allegations in  
14 paragraph 42. The exact wording for the Section 13(2)(b) of Rule No. 29 is as following:  
15 “Overrun Entitlement: Allowable daily delivered volumes are limited to less than or equal to  
16 103% of the Confirmed Nomination or some other larger percentage for a specific  
17 entitlement period determined by the Company that is uniformly applied to all Customers  
18 affected by that specific entitlement period. *Volumes delivered in excess of 103% (or other*  
19 *percentage as determined above) of the Confirmed Nomination will be billed at the*  
20 *unauthorized use of gas rate described in Section 7 of this rule.”* (Emphasis added.) For  
21 the last sentence of paragraph 42, the term “Confirmed Nomination” as defined in PSE’s  
22 Rule No. 2 is: “The Company’s verification of a transportation Customer’s report of the

1 quantity of gas it has requested an interstate pipeline to deliver to the Company's distribution  
2 system on a specific Gas Day." The "Company" is referred to as PSE.

3 43. Answering paragraph 43 of the Complaint, the language of PSE's tariff speaks  
4 for itself and no further answer is required. To the extent an answer is required, PSE denies  
5 that the penalties set forth in Rule 23 do not apply to overrun entitlements.

6 44. Answering the first and second sentences of paragraph 44, PSE admits the  
7 allegations in the sentences. With respect to the remainder of paragraph 44, the documents  
8 and tariff speak for themselves and no further answer is required.

9 45. Answering paragraph 45 of the Complaint, PSE admits that the tariff rule has  
10 been amended since 2009. With respect to the remainder of paragraph 45, the tariff speaks  
11 for itself and no further answer is required. To the extent an answer is required, PSE denies  
12 that the penalties apply only to Curtailment Period.

13 46. Answering paragraph 46 of the Complaint, PSE's tariff speaks for itself and  
14 no further answer is required. To the extent an answer is required, PSE denies that the  
15 Penalty for Unauthorized Use of Gas in an Overrun Entitlement Period applies only if there  
16 is a Curtailment Period.

17 47. Answering paragraph 47 of the Complaint, PSE admits the allegations in the  
18 first and second sentences. PSE denies the allegations in the third sentence of paragraph 47.  
19 The "contracted daily firm demand" as agreed to by PSE and a natural gas transportation  
20 service customer in the transportation service agreement is the volume that PSE will deliver  
21 to the customer's interruptible gas metering facilities at all-time except as specified in Rule  
22 Nos. 21 and 23. PSE admits the allegations in the fourth sentence of paragraph. PSE denies  
23 the allegations in the last sentence of paragraph 47. The term "Confirmed Nomination" as

1 defined in PSE's Rule No. 2 is: "The Company's verification of a transportation Customer's  
2 report of the quantity of gas it has requested an interstate pipeline to deliver to the  
3 Company's distribution system on a specific Gas Day." The "Company" refers to PSE.

4 48. Answering paragraph 48 of the Complaint, PSE denies the same.

5 49. Answering paragraph 49 of the Complaint, PSE denies it unlawfully imposed  
6 curtailment penalties on customers. PSE denies that it assessed curtailment penalties at the  
7 rate of ten dollars per therm. PSE admits that it billed Penalties for Unauthorized Use of Gas  
8 at the rate of ten dollars per therm for the volume of the Unauthorized Use of Gas a  
9 transportation customer incurred after the first-two hours of a Constraint Period.

10 50. Answering paragraph 50 of the Complaint, PSE admits that no penalties were  
11 paid to NW Pipeline or any other upstream pipeline during the overrun entitlement period  
12 declared by NW Pipeline.

13 51. Answering paragraph 51 of the Complaint, PSE admits that it did not suffer a  
14 system outage, although there was a significant risk of a system outage and PSE was  
15 preparing for a potential gas outage.

16 52. Answering paragraph 52 of the Complaint, PSE admits the first sentence of  
17 paragraph 52. With respect to the second sentence, PSE admits there were approximately six  
18 business days where daily usage reports were not provided on a daily basis, and customers  
19 were not billed for Unauthorized Usage of Gas for days when usage reports were not  
20 provided.

21 53. Answering paragraph 53 of the Complaint, PSE admits the same.

22 54. Answering paragraph 54 of the Complaint, PSE denies that the penalties  
23 imposed are not applicable to overrun entitlements. PSE further responds that the terms of

1 PSE's tariffs speak for themselves and no further answer is required. To the extent an answer  
2 is required, PSE denies that the tariff changes that took effect after the time period at issue in  
3 this Complaint are relevant to the Complaint.

4 55. Answering the first sentence of paragraph 55 of the Complaint, PSE admits  
5 that it bills customers on a monthly basis. Answering the second sentence of paragraph 55 of  
6 the Complaint, PSE denies that it unlawfully billed customers for curtailment penalties on a  
7 monthly basis prior to March 1, 2019. Answering the third sentence of paragraph 55 of the  
8 Complaint, PSE admits some transportation service customers paid the Penalty for  
9 Unauthorized Use of Gas under protest.

#### 10 ANSWER TO FIRST CLAIM AGAINST PSE

11 56. Answering paragraph 56 of the Complaint, PSE realleges its answers to  
12 paragraphs 1 through 55 above.

13 57. Paragraph 57 of the Complaint quotes a statute and contains no factual  
14 allegations to which an answer is required.

15 58. Paragraph 58 of the Complaint quotes a statute and contains no factual  
16 allegations to which an answer is required.

17 59. Answering paragraph 59 of the Complaint, PSE admits that it declared a  
18 Curtailment Period which started on October 10, 2018. PSE denies that the Curtailment  
19 Period lasted only for a single gas day. For all other allegations in paragraph 59, PSE denies  
20 the same. Rule No. 23, Section 5 is titled as Penalty for Unauthorized Use of Gas.

21 60. Answering paragraph 60 of the Complaint, PSE denies the same. Rule No. 23,  
22 Section 5 is titled as Penalty for Unauthorized Use of Gas and contains rates to charge for

1 Penalties for Unauthorized Use of Gas as defined in Rule No. 23, Section 2.2, including  
2 volumes described in Rule No. 9, Section 7, Unauthorized Usage of Gas.

3 **ANSWER TO SECOND CLAIM AGAINST PSE**

4 61. Answering paragraph 60 of the Complaint, PSE realleges its answers to  
5 paragraphs 1 through 60 above.

6 62. Answering paragraph 62 of the Complaint, PSE denies the same.

7 63. Answering paragraph 63 of the Complaint, PSE admits there were  
8 approximately six business days where daily usage reports were not provided on a daily  
9 basis, and customers were not billed for Unauthorized Usage of Gas for days when usage  
10 reports were not provided.

11 64. Paragraph 64 of the Complaint sets forth Customers' preferred procedure and  
12 contains no factual allegations to which an answer is required. To the extent an answer is  
13 required, PSE denies that the Penalties for Unauthorized Use of Gas were excessive,  
14 exorbitant, unjust, unreasonable, or not intended to yield a reasonable compensation for the  
15 service rendered.

16 65. Paragraph 65 of the Complaint sets forth Customers requested relief and does  
17 not contain factual allegations to which an answer is required. To the extent an answer is  
18 required, PSE denies the allegations in paragraph 65.

19 66. Paragraph 66 of the Complaint sets forth Customers alternative requested  
20 relief and does not contain factual allegations to which an answer is required. To the extent  
21 an answer is required, PSE denies the allegations in paragraph 66.





1 and schedules outline the responsibilities of PSE and customers regarding the  
2 transportation service. Customers elected this optional natural gas transportation service,  
3 chose to purchase natural gas from a third-party supplier, and manage to have their gas  
4 transported daily to PSE's system through Northwest Pipeline's system by working with  
5 their designated supply Agent or themselves. Customers agreed to limit their  
6 consumption during constraint periods, including Curtailment Periods and Overrun  
7 Entitlement Constraint Periods but failed to do so at a critical time after the Enbridge  
8 Pipeline rupture.

9 5. Transportation service customers rely on themselves, their supplier and their Agent,  
10 Northwest Pipeline, and PSE in receiving reliable natural gas transportation service at  
11 their end use point. Annually, an 85T, 86T and 87T customer is required to determine  
12 and contract with PSE of its firm daily demand quantity, which sets forth the system  
13 capacity that PSE is obligated to reserve for the customer on a daily basis for the  
14 transportation of the natural gas that the customer purchases through third party.

15 6. All natural gas transportation service customers under the firm service of Schedules 31T  
16 and 41T and the interruptible service of 85T, 86T and 87T are required to follow the  
17 specified procedures outlined in Rule No. 29 for daily balancing between nominated  
18 levels of service and actual quantities. Interruptible transportation customers also agree  
19 to follow the additional service requirements outlines in Rule Nos. 2, 21, 23, and 29  
20 during a constraint period.

21 7. The purpose of the Penalties for Unauthorized Use of Gas imposed for Overrun  
22 Entitlements is to encourage customers to follow the terms of their agreement; these  
23 Customers' failure to comply with the terms of their agreements imposes a cost on PSE's

1 sales customers. The cost imposed by the transportation service customers not  
2 complying with the terms of their agreements is borne by PSE sales customers.  
3 Therefore, the Penalties for Unauthorized use of Gas for Overrun Entitlement Periods  
4 flows back to sales customers through the Purchased Gas Adjustment mechanism.  
5

6 **PRAYER FOR RELIEF**

7 PSE respectfully requests that the Commission issue an order dismissing Customers  
8 Complaint with prejudice and determining that PSE appropriately billed Customers for  
9 penalties for their Unauthorized Use of Gas during Overrun Entitlement Constraint Periods  
10 resulting from the Enbridge pipeline rupture.  
11

12 DATED: November 12, 2019

13 Perkins Coie LLP

14  
15 By:   
16

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23 Attorneys for Puget Sound Energy  
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**CERTIFICATION**

I, Jon A. Piliaris, Director, Regulatory Affairs, for Puget Sound Energy, declare under penalty of perjury under the laws of the State of Washington that the information contained in this Answer is true and correct to the best of my information and belief.

Dated this 12th day of November, 2019 at Bellevue, Washington.

By  \_\_\_\_\_  
Jon A. Piliaris, Puget Sound Energy