



December 9, 2005

Ms. Carole J. Washburn, Executive Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

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RECEIVED
RECORDS MANAGEMENT

RE: Information Filing – Docket No. UE-001952

Dear Ms. Washburn:

In compliance with the Notice of Required Information Filing (“Notice”), issued in Docket No. UE-001952 on June 1, 2001, by Judge Dennis Moss, Puget Sound Energy, Inc. (PSE) is filing an original and twelve (12) redacted and unredacted copies of the original FIRST AMENDMENT TO SCHEDULE 449 SERVICE AGREEMENT executed by The Boeing Company and Puget Sound Energy, Inc. on November 10, 2005. The effect of this agreement is to extend the existing 449 Service Agreement by five years under the existing terms and conditions and update contact and facilities information. PSE anticipates that all other Schedule 449 Customers will execute similar extension agreements between now and next October when all existing Schedule 449 Agreements reach the end of their first five (5) year term.

Please note that pursuant to the Notice and WAC 480-07-160, PSE and Boeing again declare that the Exhibits A, B, and C of the Boeing Schedule 449 Service Agreement contain “confidential information” as defined and entitled to protection under the Commission’s rules and statutes. The information in the exhibits regarding Boeing power supply arrangements with third parties is commercially sensitive and is confidential and proprietary in nature. Accordingly, the exhibit attachments have been marked “CONFIDENTIAL per WAC 480-07-160”, copied onto yellow paper, and sealed in a separate envelope marked “CONFIDENTIAL”.

Very truly yours,

Tom DeBoer
Director, Rates & Regulatory Affairs

Enclosures

cc: Simon J. ffitich, Public Counsel
Kirstin Dodge, Perkins Coie

Puget Sound Energy's
Docket No. UE-001952

Redacted Version

**FIRST AMENDMENT TO
SCHEDULE 449 SERVICE AGREEMENT**

This First Amendment to Schedule 449 Service Agreement, originally dated July 1, 2001, is made by and between The Boeing Company ("Customer") and Puget Sound Energy, Inc., a Washington corporation ("Company" or "PSE").

RECITALS

- A. The Company and Customer entered into a Schedule 449 Service Agreement dated July 1, 2001, for service under Schedule 449 (the "Service Agreement"). The original Service Agreement included Exhibits A, B, and C thereto (collectively, the "Original Exhibits").
- B. The original Service Agreement's initial Term terminates at 2400 hours on June 30, 2006, unless sooner terminated pursuant to Sections 3.5 and 9.3 of Schedule 449.
- C. Section 13.1 of Schedule 449 provides that service under the Service Agreement will be renewed for a minimum of five year terms after the initial Term so long as Customer remains attached to the Company's Transmission or Distribution System.
- D. Customer and PSE desire to extend the original Service Agreement's initial Term by five years and to update the service information in the Original Exhibits.

AGREEMENT

- 1. **Extension of Term.** The Company and Customer agree to extend the Service Agreement's Term for an additional term of five (5) years to terminate at 2400 hours on June 30, 2011, unless sooner terminated pursuant to Sections 3.5 and 9.3 of Schedule 449.
- 2. **Updated Service Information.** The Company and Customer agree to update the service information in the Original Exhibits by replacing the Original Exhibits with the attached forms of Exhibits A, B, and C (the "Updated Exhibits"). The Updated Exhibits shall take effect as part of the Service Agreement at 0000 hours on October 31, 2005, unless otherwise specified in the Updated Exhibits.
- 3. **Continuation of Service Agreement.** The Service Agreement remains in full force and effect according to its original terms as amended. Other than the extended term and the updated service information set for in the Updated Exhibits, Customer and Company do not intend any modification of the terms and conditions of original Service Agreement.

**FIRST AMENDMENT TO
SCHEDULE 449 SERVICE AGREEMENT**

DATED EFFECTIVE: October 31, 2005

Company:

PUGET SOUND ENERGY, INC.

By: _____
Director, Major Accounts and Business Account Services

Date Signed: _____

Customer:

THE BOEING COMPANY

By: _____

Its: _____

Date Signed: _____

EXHIBIT A TO SCHEDULE 449 SERVICE AGREEMENTS

Effective October 31, 2005

- 1. **Scheduling Agent.** Customer designates the following Scheduling Agent: XXXXXX
XXX REDACTED XXXXXXXXXXXX (See Service Agreement, Section 10).
- 2. **Dedicated Facilities.** The following facilities are dedicated to Customer (See Service Agreement, Section 11):

XXXXXX REDACTED XXXXXXXXXXXX

- 3. **Delivery Voltage.** Customer shall take delivery of electric power at voltage as listed in Exhibit B, Part 1, Section
- 4. **Location of Self-Generation.** Customer's self-generation is at the following location (See Service Agreement, Section 13):

XXXXXX REDACTED XXXXXXXXXXXX

- 5. **Aggregation of Loads.** The following represent the terms and billing arrangements that implement the aggregation of Loads, as provided in Section 2.2 of Schedule 449:

XX
 XX
 XX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXX REDACTED XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XX
 XX
 XX

The Company shall provide a copy of all billing statements and information to
 XXXXXX REDACTED XXXXXXXXXXXX

- 6. **Dynamic Scheduling.** The following represent the arrangements for dynamic scheduling, as provided in Section 7.1 of Schedule 449:
 XX
 XX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXX REDACTED XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XX
 XX

Part 1

**EXHIBIT B: SPECIFICATIONS FOR NETWORK INTEGRATION
TRANSMISSION SERVICE AND SCHEDULE 449 SERVICE AGREEMENTS**

REQUEST FOR SERVICES

1. TERM OF TRANSACTION

- (a) Service Commencement Date: at 0000 hours on July 1, 2001.
- (b) Termination Date: at 2400 hours on June 30, 2011.

2. NETWORK RESOURCES

(a) Generation Owned by Customer

Resource	Capacity (MW)	Capacity Designated as Network Resource	Control Area
None*			

* Customer reserves the right to self-generate during the term of the Service Agreement pursuant to Schedule 449 and any parallel operating agreement, generation interconnection agreement, or other applicable requirements.

(b) Power Purchased by Customer

Source	Term	Capacity (MW)	Control Area (Delivered From)
XXXXXXXXXX REDACTED XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX REDACTED XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX REDACTED XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX XXXX REDACTED XXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX REDACTED XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX REDACTED XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX REDACTED XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX XXXXX REDACTED XXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX

* Customer may purchase power from additional or alternative sources during the term of the Service Agreement.

(c) Total Network Resources equals 2(a) + 2(b)

3. PSE'S TRANSMISSION POINT(S) OF RECEIPT

(a) Primary Transmission Point of Receipt

Location: XXXX REDACTED XXXXX

Voltage: XXXX REDACTED XXXXX

Metering: XXXX REDACTED XXXXX

Network Load: XXXX REDACTED XXXXX

Delivering Party: XXXX REDACTED XXXXX
XXXXXXXXXX REDACTED XXXXXXXXXXXX

Control Area: XXXX REDACTED XXXXX XX
XXXXXXXXXX REDACTED XXXXXXXXXXXX

(a) Secondary Transmission Point of Receipt

Location: Any location listed on PSE's OASIS Site.

4. CUSTOMER'S DISTRIBUTION POINT(S) OF RECEIPT

(a) Description of Customer's Distribution Point(s) of Receipt

(1) Name of Point of Receipt #1: XX REDACTED XX

Location: XXXX REDACTED XXXXX
XXXX REDACTED XXXXX

Voltage: XXXX REDACTED XXXXX

Metering: XXXX REDACTED XXXXX

(2) Name of Point of Receipt #2: XX REDACTED XX

Location: XXXX REDACTED XXXXX
XXXX REDACTED XXXXX

Voltage: XXXX REDACTED XXXXX

Metering: XXXX REDACTED XXXXX

(3) Name of Point of Receipt #3: XX REDACTED XX

Location: XXXX REDACTED XXXXX
XXXX REDACTED XXXXX

Voltage: XXXX REDACTED XXXXX

Metering: XXXX REDACTED XXXXX

(4) Name of Point of Receipt #4: XX REDACTED XX

Location: XXXX REDACTED XXXXX

XXXX REDACTED XXXXX
Voltage: XXXX REDACTED XXXXX
Metering: XXXX REDACTED XXXXX

(5) Name of Point of Receipt #5: XX REDACTED XX
Location: XXXX REDACTED XXXXX
XXXX REDACTED XXXXX
Voltage: XXXX REDACTED XXXXX
Metering: XXXX REDACTED XXXXX

(6) Name of Point of Receipt #6: XX REDACTED XX
Location: XXXX REDACTED XXXXX
XXXX REDACTED XXXXX
Voltage: XXXX REDACTED XXXXX
Metering: XXXX REDACTED XXXXX

NOTE: Voltage shown is nominal voltage at the high side of Customer's Distribution Points of Receipt. Customer reserves the right to designate additional or alternative distribution points of receipt pursuant to Schedule 449 and upon notice to PSE.

5. LOSS FACTORS

PSE will compute losses between PSE's Transmission Point(s) of Receipt and Customer's Distribution Point(s) of Receipt consistent with PSE's Schedule 449 and its FERC Open Access Transmission Tariff (OATT).

6. NETWORK LOAD

Customer will provide annual load and resource information. Customer shall use reasonable efforts to provide accurate annual load forecasts and resource information. Annual load and resource information shall be provided to PSE at the address specified below by June 30 of each year, unless otherwise agreed by PSE and Customer. The annual load forecast shall provide values in terms of peak kilowatt demand and shall be monthly values by Customer's Locations.

7. SERVICE AGREEMENT CHARGES

- (a) Monthly Demand Charges: Per Schedule 449 and as amended.
- (b) System Impact and/or Facilities Study Charge(s)

XXXXXXXXXXXXXXXXXX REDACTED XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XX

8. DISTRIBUTION CHARGES

Monthly charges shall be as set out in Schedule 449 and as amended.

Part 2

ANCILLARY SERVICES*

	Provided By
1. SCHEDULING, SYSTEM CONTROL AND DISPATCH	XX REDACTED XX
2. REACTIVE SUPPLY AND VOLTAGE CONTROL	XX REDACTED XX
3. REGULATION & FREQUENCY RESPONSE	XX REDACTED XX
4. ENERGY IMBALANCE SERVICE (SCHEDULE 4R)	XX REDACTED XX
5. OPERATING RESERVE – SPINNING RESERVE	XX REDACTED XX XXXXXXXXXXXXXX XXXXXXXXXXXXXX XXXXXXXXXXXXXX XXXXXXXXXXXXXX
6. OPERATING RESERVE – SUPPLEMENTAL RESERVE	XX REDACTED XX XXXXXXXXXXXXXX XXXXXXXXXXXXXX XXXXXXXXXXXXXX XXXXXXXXXXXXXX

* Customer reserves the right to designate a different supplier of ancillary services pursuant to Schedule 449 and the OATT during the term of this Service Agreement upon notice to PSE.

Part 3

NOTICES

1. NOTICES RELATING TO PROVISIONS OF THE SERVICE AGREEMENT

Any notice or other communication related to the Service Agreement, other than notices of an operating nature (See Section 2 below) and of an emergency nature (See Section 3 below), shall be in writing and shall be deemed to have been received if delivered in person or by First Class certified U.S. mail, and by telefax.

If to Customer:

XXXXXXXXXXXXXXXXXXXX
XXXX REDACTED XXXX
XXXXXXXXXXXXXXXXXXXX

Attention: XX REDACTED XX
Phone: XXX REDACTED XXX
FAX: XXX REDACTED XXX
Email: XXX REDACTED XXX
XX REDACTED XX

Attention: XX REDACTED XX
Phone: XXX REDACTED XXX
FAX: XXX REDACTED XXX
Email: XXX REDACTED XXX
XX REDACTED XX

If to PSE:

Puget Sound Energy, Inc.
Puget Sound Energy East
355-110th Ave NE
Bellevue, WA 98004
XXX REDACTED XXX
Bellevue, WA 98009-9734
Attention: XXX REDACTED XXX
Department: Electric Transmission
Phone: XXX REDACTED XXX
FAX: XXX REDACTED XXX
Email: XXX REDACTED XXX

2. NOTICES OF AN OPERATING NATURE

Any notice, request, or demand of an operating nature by PSE or Customer shall be made either orally (with follow-up by e-mail of the oral notice) or in writing by telefax or sent by First Class certified U.S. mail.

If to the Customer, to both:

XXXXXXXXXXXXXXXXXXXX
XXXX REDACTED XXXX
XXXXXXXXXXXXXXXXXXXX
Attention: XX REDACTED XX
Phone: XXX REDACTED XXX
Cell: XXX REDACTED XXX
FAX: XXX REDACTED XXX
Email: XXX REDACTED XXX

If to PSE:

Puget Sound Energy, Inc.
Puget Sound Energy East
355-110th Ave NE
Bellevue, WA 98004
XXX REDACTED XXX
Bellevue, WA 98009-9734
Attention: XXX REDACTED XXX
Phone: XXX REDACTED XXX
FAX: XXX REDACTED XXX
Email: XXX REDACTED XXX

XXXXXXXXXXXXXXXXXXXX
XXXX REDACTED XXXX
XXXXXXXXXXXXXXXXXXXX
Attention: XX REDACTED XX
Phone: XXX REDACTED XXX
FAX: XXX REDACTED XXX
Email: XXX REDACTED XXX Phone:

3. EMERGENCY/CURTAILMENT NOTICES

Notices shall be made orally (with follow up email of the oral notice) or in writing by telefax or e-mail. Such notices shall be made as set forth in the Emergency Contact List attached hereto as Exhibit C. PSE and Customer shall update Exhibit C as necessary and verify at least annually.

4. SCHEDULING AGENT

* XXXXXXXXXXXXXXX REDACTED XXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX
XXXX REDACTED XXXX
XXXXXXXXXXXXXXXXXXXX
Attention: XX REDACTED XX
Phone: XXX REDACTED XXX
Fax: XXX REDACTED XXX
Pager: XXX REDACTED XXX
Email: XXX REDACTED XXX

Preschedule Contacts:

XXXXXXXX REDACTED XXXXXXXXXXX

XXXXXXXX REDACTED XXXXXXXXXXX
XXXXXXXX REDACTED XXXXXXXXXXX
Phone: XXX REDACTED XXX
Fax: XXX REDACTED XXX
Email: XXX REDACTED XXX

XXXXXXXX REDACTED XXXXXXXXXXX

XXXXXXXX REDACTED XXXXXXXXXXX
Phone: XXX REDACTED XXX
Fax: XXX REDACTED XXX
Pager: XXX REDACTED XXX
Email: XXX REDACTED XXX

*Customer reserves the right to designate an alternative Scheduling Agent during the Term of the Service Agreement upon notice to PSE.

**EXHIBIT C: EMERGENCY CONTACTS
TRANSMISSION SERVICE AND SCHEDULE 449 SERVICE AGREEMENTS**

The Boeing Company		
XXX REDACTED XXX	Maintenance Dispatch	X REDACTED X
XXX REDACTED XXX	Maintenance Dispatch	X REDACTED X
XXX REDACTED XXX	Maintenance Dispatch	X REDACTED X
XXX REDACTED XXX	Maintenance Dispatch	X REDACTED X
XXX REDACTED XXX	Maintenance Dispatch	X REDACTED X
Puget Sound Energy		
Major Customers Direct Line		X REDACTED X
OASIS		X REDACTED X
Real Time Transmission Desk		X REDACTED X
XXX REDACTED XXX		
XXX REDACTED XXX		X REDACTED X
XXX REDACTED XXX		
XXX REDACTED XXX		X REDACTED X
XXX REDACTED XXX		
XXX REDACTED XXX		X REDACTED X
XXX REDACTED XXX		X REDACTED X

ALL ORAL NOTIFICATIONS ARE TO BE IMMEDIATELY FOLLOWED-UP BY E-MAIL MESSAGE TO:

THE BOEING COMPANY:

XXXXXXXXXXXXX REDACTED XXXXXXXXXXXXX
 XXXXXXXXXXXXXXX REDACTED XXXXXXXXXXXXX
 XXXXXXXXXXXXXXX REDACTED XXXXXXXXXXXXX

PUGET SOUND ENERGY:

XXXXXXXXXXXXX REDACTED XXXXXXXXXXXXX
 XXXXXXXXXXXXXXX REDACTED XXXXXXXXXXXXX

XXXXXXXXXXXXXXXX REDACTED XXXXXXXXXXXXX

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