EXHIBIT NO. \_\_\_(RG-17C)
DOCKET NO. UE-09\_\_\_/UG-09\_\_\_
2009 PSE GENERAL RATE CASE
WITNESS: ROGER GARRATT

## BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,	
Complainant,	
v.	Docket No. UE-09 Docket No. UG-09
PUGET SOUND ENERGY, INC.,	
Respondent.	

SIXTEENTH EXHIBIT (CONFIDENTIAL) TO THE PREFILED DIRECT TESTIMONY OF ROGER GARRATT ON BEHALF OF PUGET SOUND ENERGY, INC.

REDACTED VERSION

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5 The North Colonnade Canary Wharf London E14 4BB United Kingdom

Tel+44 (0)20 7623 2323

To:

Puget Sound Energy Inc

Attention:

Barbara Preissler

Facsimile Number: 001 425 462 3175

10 October, 2008

Date: Reference:

12190349

## ELECTRIC ENERGY CONFIRMATION - Fixed Price

The purpose of this facsimile (this "Confirmation") is to confirm the terms and conditions of the Transaction described below, entered into between Barclays Bank PLC (London Head Office) ("Barclays") and Puget Sound Energy Inc (the "Counterparty") on the date ("Trade Date") specified below.

This Confirmation supersedes any previous Confirmation or other written communication with respect to the Transaction described below and evidences a complete binding agreement between Barclays and the Counterparty as to the terms of the Transaction described below. This Confirmation constitutes a "Confirmation" for the purposes of, supplements, forms a part of, and is subject to the WSPP Agreement and Master Confirmation between Barclays and the Counterparty dated as of 01 April, 2008, as amended and supplemented from time to time, and as amended by the Master Confirmation Agreement dated as of 09 October, 2008. All provisions of the WSPP Master Agreement shall govern this Confirmation, except as expressly modified below.

In the event of any inconsistency between this Confirmation and the WSPP Master Agreement, this Confirmation will govern for purposes of the Transaction. Capitalized terms used in this Confirmation and not defined in this Confirmation shall have the respective meanings assigned in the WSPP Master Agreement.

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The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:

09 October, 2008 \( \sigma \)

Seller:

Barclays /

Purchaser:

Counterparty

Period(s) of Delivery / Schedule (Days and Hours):

In respect of each calendar day, from 01 November, 2011 to and including 29 February, 2012, each of the twenty four (24) Around the Clock ("ATC") hours during such day, beginning at and including the hour ending 01:00 hours Pacific Prevailing time and ending at and including the hour ending 24:00 Pacific Prevailing time on such day.

A 645918

In respect of each calendar day, from 01 November, 2012 to and including 28 February, 2013, each of the twenty four (24) Around the Clock ("ATC") hours during such day, beginning at and including the hour ending 01:00 hours Pacific Prevailing time and ending at and including the hour ending 24:00 Pacific Prevailing time on such day.

A645921

In respect of each calendar day, from 01 November, 2013 to and including 28 February, 2014, each of the twenty four (24) Around the Clock ("ATC") hours during such day, beginning at and including the hour ending 01:00 hours Pacific Prevailing time and ending at and including the hour ending 24:00 Pacific Prevailing time on such day.

A645922

In respect of each calendar day, from 01 November, 2014 to and including 28 February, 2015, each of the twenty four (24) Around the Clock ("ATC") hours during such day, beginning at and including the hour ending 01:00 hours Pacific Prevailing time and ending at and including the hour ending 24:00 Pacific Prevailing time on such day

A645923/

Delivery Rate: **Delivery Point:** Type of Service: Contract Quantity: Contract Price: Special Terms and Exceptions:

POHEDNING DESK DEVORAGE DIONED

Scheduling:

Not applicable

Toll free 24-hour no.: +1 (0) 866-861-0478 (Real Time)

+1 (0) 866-304-2113 (Day Ahead)

Special Conditions

Notwithstanding any provision of law (including, without limitation, the Uniform Commercial Code as adopted in the state of New York, if applicable) to the contrary, unless otherwise agreed by the Parties in a separate written agreement, neither Party (for purposes of this section, "First Party") shall have any obligation pursuant to the Agreement or otherwise to provide to the other Party any adequate assurance of performance, any letter of credit, any cash prepayment or any other kind of collateral, security or credit support to secure First Party's performance of its obligations under the transactions described in this Confirmation, even if the other Party has any grounds for insecurity regarding the performance by First Party of its obligations under any Confirmation.

> REDACTED VERSION

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David Mills

Director Energy Supply & Planning Puget Sound Energy, Inc.

Please confirm that the foregoing correctly sets forth all the terms and conditions of our agreement with respect to the Transaction by responding within five (5) Business Days by promptly signing in the space provided below and faxing the signed copy to Barclays, Commodities Transaction Documentation & Management Group, toll-free facsimile number 1-866-871-3834, or alternatively to standard facsimile number +44 (0)20-7516-7484 / +44 (0)20-7773-6494, telephone +44 (0)20-7773-6472 / 6482. IF YOU DO NOT SIGN AND RETURN THE CONFIRMATION WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT, YOU WILL BE DEEMED TO ACCEPT ITS TERMS. This facsimile shall be the only Confirmation documentation in respect of this Transaction and accordingly no hard copy versions of this Confirmation for this Transaction shall be provided unless the Counterparty requests.

For and on behalf of BARCLAYS BANK PLC

deed need.

For and on behalf of PUGET SOUND ENERGY INC

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NAME Authorised Signatory

Date: 10/10/2008

10 October, 2008

NAME Authorised Signatory

Date:

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