

**BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In The Matter of	)	DOCKET UG-230899
	)	
PUGET SOUND ENERGY,	)	COMMENTS OF THE ALLIANCE OF
	)	WESTERN ENERGY CONSUMERS
<u>Advice No. 2023-52.</u>	)	

1           Puget Sound Energy (“PSE” or “Company”) filed its Advice No. 2023-52, docketed as UG-230899, on November 1, 2023, wherein it seeks to update its Schedule 111, Greenhouse Gas Emissions Cap and Invest Adjustment, to revise the amount of the non-volumetric monthly State Carbon Reduction Charge (“Charge”) amount billed and to revise the Special Terms and Conditions related to maritime fuel combusted outside of Washington jurisdictional waters. The Alliance of Western Energy Consumers (“AWEC”) hereby submits these comments to address the Company’s proposal to cap the amount of Charge that may be passed back to industrial rate schedules.

2           PSE states that it has filed its Charge revision to include a cap on the non-volumetric monthly State Carbon Reduction Credit (“Credit”) applied to certain schedules due to the impact on below average volume customers who receive “excess benefit” – defined as those customers that receive credits in excess of monthly CCA charges.<sup>1</sup> The Company goes on to

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<sup>1</sup> Advice No. 2023-52 Cover Letter at 1.

state that such a result actually incentivizes the use of more gas, and may also encourage switching between rate schedules in order to take advantage of Credit amounts.<sup>2</sup>

3           AWEC agrees in principle with PSE that customers should not receive Credits that exceed the Climate Commitment Act (“CCA”) charges on their bills, and in particular, should avoid situations where Credit amounts either zero out or result in negative bills. For this reason, AWEC does not oppose PSE’s proposal to include language in its Schedule 111 that caps Credits at the amount of Charges that each customers pays. In discussing this issue informally with PSE both prior to and subsequent to the Company’s filing, however, it also became apparent that the way that such a cap may be implemented could lead to the dilution of total credit amounts available to industrial schedules. This would occur if, rather than tracking the amount of “unused” Credits by rate schedule for the future benefit of those rate schedules, PSE were to defer those amounts and place them into a total pool of credit dollars that would then be allocated across all customer rate schedules, as is the case when credit amounts are initially spread. AWEC opposes the shifting of CCA credits allocated to industrial schedules away from those schedules.

4           Because this filing does not dictate how unused credit amounts will be treated, AWEC does not oppose PSE’s proposal to cap Credits equal to Charges on all rate Schedules except Schedules 16, 23, 31 and 31T. However, AWEC notes that cap implementation will be an issue in a future proceeding, and therefore, notes its concerns.

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<sup>2</sup> *Id.* at 1-2.

Dated this 20th day of November, 2023.

Respectfully submitted,

DAVISON VAN CLEVE, P.C.

/s/ Sommer J. Moser

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