

**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 451
LARGE CUSTOMER RETAIL WHEELING**

1. ELIGIBILITY FOR SERVICE

(N)

1. This Schedule 451 is optional for Customers who have maintained a minimum of an average of 10 aMW at one or more Customer sites served under Schedule 40 over the entire test year of the most recent general rate case. The total amount of electricity to be provided by Power Suppliers and delivered to all Schedule 451 Customers may not exceed 100 megawatts at any one time, unless the Commission approves in advance a higher amount.
2. Any Schedule 451 Customer must take service under Schedule 451 for all Loads at its Locations served under Schedule 40. New or newly acquired facilities and new separately metered Loads owned or operated by the Schedule 451 Customer or its affiliates may become Locations at which the Schedule 451 Customer must take service under Schedule 451.

2. CUSTOMER POWER SUPPLIES

1. Power Suppliers and Supplied Power. Prior to initiation of service under this Schedule 451, Customer shall arrange to purchase Supplied Power from one or more Power Suppliers (other than the Company). The Power Supplier or Suppliers shall make available each hour Supplied Power to the Company at the Transmission Point(s) of Receipt at a rate not less than Customer's Contract Demand and in amounts sufficient to meet Total Load (net of Load served by self-generation). Subject to applicable regulatory requirements and available transmission and distribution capability, a Customer may obtain power from self-generation (regardless of Location).

(N)

(Continued on Sheet No. 451-A)

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2. **CUSTOMER POWER SUPPLIES** (Continued) (N)
2. Aggregation of Loads. Any Power Supplier may provide Supplied Power, under one or more power supply contracts, for more than one Location and for more than one Customer. The terms and billing arrangements for any such aggregation of Loads shall be specified in the Schedule 451 Service Agreement(s). Customers who have aggregated Loads for the purpose of power supply may aggregate Loads for purposes of determining charges for Imbalance Energy.
3. Distribution Losses. Customer shall financially compensate PSE for an amount of Energy sufficient to provide for distribution losses to the Customer's Distribution Point(s) of Delivery. Distribution losses shall be determined by multiplying the product of (i) the hourly Customer Metered Energy, and the (ii) the Distribution Loss Factor, by (iii) the Company's applicable Load Aggregation Point price as defined by Schedule 4R of the OATT.
4. Energy Imbalance Service. Deviations between Customer Metered Energy and Transmission Customer Base Schedule over a single hour shall be accounted for and treated as Imbalance Energy. Charges or credits for such Imbalance Energy will be as specified in the OATT. Customers who have aggregated their Loads for the purpose of power supply shall have the right to aggregate their Loads and Supplied Power for purposes of determining the hourly Imbalance Energy. The Company has no obligation to provide excess Energy required for Energy Imbalance Service using its own generation resources, but shall make commercially reasonable efforts to obtain in the market such excess Energy.
- (N)

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2. **CUSTOMER POWER SUPPLIES** (Continued) (N)
5. Supplier Failure to Deliver. If a Power Supplier is in the Company's Balancing Authority Area and does not deliver Supplied Power as scheduled under a power supply contract with a term of one or more years, the Company shall give Customer notice of such non-delivery not later than the end of the hour in which non-delivery began, provided that such Power Supplier provides written consent allowing the Company to provide such notice to Customer. Company has no obligation to replace such Energy using its own generation resources, but shall make commercially reasonable efforts to obtain in the market replacement Energy for such delivery failure. Any difference between Customer Metered Energy and Supplied Power over a single hour as a result of a failure to deliver will be subject to the Imbalance Energy charge using the Load Aggregation Point price under the OATT. |
6. Remarketing of Supplied Power. Customer may arrange with its Power Suppliers suitable arrangements for remarketing of Supplied Power in excess of that needed to serve Total Load. |
7. Power Supplier Charges. Customer is subject to charges from its serving Power Supplier for Energy, for delivery to the Transmission Point of Receipt, and any other charges specified in the agreement between Customer and the Power Supplier. Any such charges will be paid directly by Customer to the Power Supplier and are not the responsibility of the Company. |
8. Power Supply Taxes. The Company is not responsible for any taxes due as a result of the purchase of Supplied Power by Customer. Customer will reimburse the Company for any properly assessed state and local utility taxes that any applicable governmental entity assesses against the Company for its delivery of Supplied Power to a Location. |
- (N)

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3. SELF-GENERATION

(N)

1. Self-generation. Nothing in this Schedule shall prohibit Customer from constructing and relying upon self-generation to supplement or replace Customer Metered Energy at a Location. The Company shall not impose any penalty on or discourage such Customer from, or otherwise discriminate against such Customer for constructing or relying on self-generation. Specifically, upon reasonable prior written notice to the Company specifying nameplate rating and proposed date of initial operation, Customer may install self-generation to meet all or part of its power requirements.

If Customer intends to operate such facility in synchronism with the Company's electric system, the Company shall offer to interconnect and back-up the self-generation facility under a separate agreement that includes the terms and conditions generally applicable to such service under the Company's Electric Tariff Schedules 80 and 459.

Notwithstanding any provision of such tariff, the charge for back-up Energy as a result of failure of such self-generation will be as provided in Section 3.2 of this Schedule. Any interconnection or operation of self-generation in parallel with the Company's system shall only be pursuant to a separate, prior-written Interconnection and Parallel Operating Agreement between Customer and Company, which shall not be unreasonably refused by Company. Customer is responsible for ensuring that any self-generation meets and complies with all applicable legal requirements and nothing in this Schedule shall be interpreted as changing the application of environmental laws, energy facilities siting requirements, OATT provisions regarding system upgrades, or regulatory requirements. If Customer constructs and relies upon self-generation as described in this Section, then Customer shall be subject to applicable charges for Back-Up Distribution Service under Schedule 459.

(N)

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3. **SELF-GENERATION** (Continued) (N)
2. Back-up Energy for Self-generation. If Customer's self-generation fails to operate as scheduled, Company has no obligation to replace such Energy using its own generation resources, but shall make commercially reasonable efforts to obtain in the market replacement Energy for such failure. Any difference between Customer Metered Energy and the Supplied Power over a single hour as a result of failure of a Customer's self-generation to operate as scheduled shall be subject to the Imbalance Energy charge using the Load Aggregation Point price under the OATT. (N)
3. Delivery of Self-generation. If self-generation is not at the Location of the Load it is serving, Customer must specify such generation in its Schedule 451 Service Agreement and pursuant to the OATT. Delivery on the Distribution System shall be provided for in the Schedule 451 Service Agreement to this Schedule. (N)
4. Remarketing of Self-generation. Subject to applicable legal requirements, a Schedule 451 Customer may arrange with its Power Supplier(s), or other purchasers, suitable arrangements for remarketing of self-generation. If Customer operates its self-generation so that it is producing more power than needed to serve Total Load, or to meet any scheduled deliveries to any entity other than the Company from such generation, the Company will purchase or remarket such excess power, subject to the OATT and any applicable legal and operational requirements. The Company will credit Customer for any such power that is purchased or remarketed at the Imbalance Energy rate under the OATT or such other rates as the Company and Customer may mutually agree consistent with applicable legal and operational requirements. (N)

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3. **SELF-GENERATION** (Continued) (N)
5. Termination of Service at a Location Due to Self-generation. Customer may terminate service at a Location under this Schedule because it has installed self-generation, and will not be subject to Distribution Stranded Costs at such Location, except for remaining costs for Dedicated Facilities at such Location identified in the Schedule 451 Service Agreement, so long as that Customer takes Back-up Distribution Service from the Company, and such Back-up Distribution Service includes an appropriate allocation of distribution costs. Nothing in this Schedule alters the rights of Customer or the Company to argue that Customer is or is not obligated to pay other Distribution Stranded Costs if it terminates service during or after the Term.
4. **TRANSMISSION SERVICE**
1. Transmission Service. Prior to initiation of service under this Schedule 451, Customer, or its Power Supplier (subject to applicable creditworthiness requirements as provided in the OATT), shall arrange to take transmission service and required Ancillary Services pursuant to the OATT; and a Customer and its Power Supplier shall be Eligible Customers under the OATT for service under this Schedule. Transmission service used in delivering Supplied Power to Customer shall be provided on a non-discriminatory basis, pursuant to the OATT. Customer or its Power Supplier shall enter into service agreements under the OATT as a network or point-to-point customer and shall be responsible for complying with the terms of the OATT and applicable service agreements, including payment for transmission and Ancillary Services consistent with and as required by the OATT. To the extent permitted under the OATT, Customer may acquire required Ancillary Services from Power Suppliers or from self-generation, and the Company shall facilitate the delivery of such services. To the extent permitted under the OATT, Customer may arrange to have the Company acquire required Ancillary Services from Power Suppliers, and the Company shall facilitate the delivery of such services.

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4. **TRANSMISSION SERVICE** (Continued) (N)
2. Successor Tariffs. In the event that the Company transfers control of its transmission facilities to a Regional Transmission Organization, Customer shall take service under the rate schedules of such successor organization for the use of the Company's Transmission System.
5. **DISTRIBUTION SERVICE**
1. Service Quality Standards and Distribution System Connection. The Company shall be obligated to maintain its Distribution System consistent with applicable standards, including service quality standards, required by the Commission. Each Customer, regardless of the voltage at which its distribution service is provided, shall be deemed to be connected to the Distribution System during the Term of its Schedule 451 Service Agreement. Except as otherwise provided in this Schedule, distribution service shall be provided under the terms and conditions set forth in the Company's Electric Tariff Schedule 80 and Electric Tariff Schedule 85, as appropriate. Distribution service under this Schedule shall be provided on a non-discriminatory basis, which is comparable to the distribution service used by the Company to serve its Core Customers.
2. Service Voltages. Unless otherwise specified in the Schedule 451 Service Agreement, high voltage service is defined as three-phase delivery voltage of at least 100 kV. Primary voltage service is defined for purposes of this Schedule as three-phase delivery voltage of at least 600 Volts but less than 100 kV. Secondary voltage service is defined for purposes of this Schedule as three-phase delivery voltage of less than 600 Volts.
- (N)

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5. **DISTRIBUTION SERVICE** (Continued) (N)
3. Customer's Facilities. Customer is responsible for procuring, installing and maintaining all necessary wiring, transformers, switches, cut-outs and protection equipment beyond the Distribution Point(s) of Delivery, and such service facilities and equipment shall be of types and characteristics reasonably acceptable to the Company. The entire service installation, protection coordination, and the balance of the Load between phases shall be subject to approval by the Company, which shall not be unreasonably refused.
4. Dedicated Facilities. Any Dedicated Facilities owned by the Company and dedicated to use by Customer shall be specified in the Schedule 451 Service Agreement and covered by a separate equipment lease or agreement. Charges to Customer associated with Dedicated Facilities, over and above the charges specified in the Rates and Charges Section of this Schedule, shall be recovered as Direct Assignment Costs as specified in the Schedule 451 Service Agreement.
6. **SCHEDULING AND COORDINATION**
1. Scheduling by Customer or Schedule Agent. Customer shall follow all applicable WECC power scheduling and interchange procedures, including but not limited to the WECC General Scheduling Provisions. Unless otherwise specified in the Schedule 451 Service Agreement, Customer shall submit schedules for delivery of power to Company in accordance with the scheduling terms of the OATT and the Network Operating Agreement. Such schedules must provide for delivery of power sufficient to meet the estimated Total Load of Customer. Customer may choose to have scheduling provided by its Power Supplier or another third party. Such Scheduling Agent shall be designated by written notice to the Company.
2. Scheduling by Company. The Company shall provide scheduling on the Company-owned system within the Company control area.

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7. TRANSFER OF LOAD CONTROL

(N)

The Company shall make a good faith effort to accommodate, upon Customer's advance written notice and at Customer's expense, the necessary arrangements between Customer and a third party for metering and communication facilities to allow the third party to remove Customer's Total Load, including self-generation, from the Company's control area through dynamic scheduling. The respective rights and obligations between the Company and Customer with respect to any arrangements for such dynamic scheduling shall be set forth in the Schedule 451 Service Agreement or other written agreement between the Company and Customer. A Customer who elects to transfer its Total Load to another control area through dynamic scheduling will not be subject to Energy imbalances with the Company and will thus not incur Imbalance Energy charges. However, if the dynamic scheduling fails so that the Company does provide Energy Imbalance Service to a dynamically scheduled Customer, then such Customer will pay for such service at the rates specified for Imbalance Energy, unless a different remedy is provided in an agreement for dynamic scheduling service between the Company, Customer, and the control area operator who provides dynamic scheduling.

8. METERING AND BILLING

1. Metering. Prior to the initiation of service under this Schedule 451, Customer shall arrange with the Company to have Load served under this Schedule be separately metered by meters capable of measuring and recording kW Demands (and kVAR demands) on a fifteen (15) or thirty (30) minute integrated basis and measuring Energy on a kWh basis. The Company shall procure, install, read, maintain and own all metering equipment; provided, however, that prior to procurement, the Company shall provide Customer with the proposed cost and schedule for procurement, and Customer, at its election, may procure metering equipment that is built to the Company's standards and specifications. (Continued)

(N)

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8. **METERING AND BILLING** (Continued) (N)
1. Metering. (Continued) At the request of Customer, the Company shall transmit, or cause to be transmitted, to Customer or its Scheduling Agent or Power Supplier information in real time concerning electric power delivered at any Location, subject to payment by Customer for any additional costs incurred to provide such information. Customer may install additional sub-metering equipment at its own expense.
2. Monthly Billing. The Company will bill Customer each Month for distribution service and any other applicable charges under this Schedule. The Company will also bill Customer (either in the same bill or separately) for transmission and Ancillary Services taken pursuant to the OATT, such billings to be in accordance with the OATT. Customer may have its Power Supplier pay the Company all or part of Customer's Transmission Charge and Ancillary Services Charges.
9. **SCHEDULE 451 SERVICE AGREEMENT**
1. Execution of Schedule 451 Service Agreement. Customer shall execute a Schedule 451 Service Agreement with the Company prior to the initiation of its service under this Schedule. Any Customer taking service under this Schedule assumes all risks and consequences of variability in power prices and availability of Energy for delivery by the Power Supplier to the Transmission Points of Receipt.
2. General Rules and Provisions. Service under this Schedule and Schedule 451 Service Agreements is subject to the General Rules and Provisions in the Company's Electric Tariff G, Schedule 80, as they may be modified from time to time and other schedules of Tariff G that may from time to time apply as they may be modified from time to time. Where there is a conflict between this Schedule and the Company's Electric Tariff G, Schedule 80, this Schedule will govern. The Company's Electric Tariff G, Schedule 258, is available to Customers served under this Schedule 451. (Continued)

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9. **SCHEDULE 451 SERVICE AGREEMENT** (Continued) (N)
2. General Rules and Provisions. (Continued) Except as provided in Section 14 of this Schedule, Customers shall have all rights of redress before the Commission that are normally accorded the Company's Customers regarding these general tariff provisions.
3. Location Shut-Down. Upon written notification by the Customer to the Company that the Customer has permanently ceased all operations at a Location, Customer shall have the right to terminate service under the Schedule 451 Service Agreement as to such Location, effective at the end of the first full calendar month following the Company's receipt of written notice of such shut-down, subject to payment of any remaining costs for Dedicated Facilities serving such Locations identified in the Schedule 451 Service Agreement and subject to payment of any amounts owed under the OATT.
4. Successors and Assigns. Unless otherwise provided in this Schedule, each Schedule 451 Service Agreement shall be binding upon and shall inure to the benefit of the Company and Customer and their respective successors, assigns, purchasers, and transferees.
5. Confidentiality. The Company and Customer shall each use reasonable efforts to not disclose to third parties (other than the Power Supplier) any information or documents furnished by the Company or Customer to the other that are confidential or proprietary to the furnishing party, if and to the extent that such information and documents are conspicuously marked as confidential or proprietary when furnished. The foregoing provisions of this Section shall not apply to (A) any information or documents which are in the public domain, known to the receiving party prior to receipt from the other party, or acquired from a third party without a requirement of protection; (Continued)

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9. **SCHEDULE 451 SERVICE AGREEMENT** (Continued)

(N)

5. Confidentiality. (Continued) (B) any use or disclosure required by any law, rule, regulation, order or other requirement of any governmental authority having jurisdiction; (C) any disclosure to the Commission with a request for confidential treatment pursuant to WAC 480-07-160; (D) any disclosure to FERC with a request for confidential treatment; or (E) any use that is necessary to carry out each party's respective obligations under this Schedule but that is inconsistent with the obligations set forth above in this Section. All other information and documents furnished under this Schedule shall be furnished on a nonconfidential basis.

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(N)

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10. RATES AND CHARGES

(N)

1. Description of Charges. The rate paid by Customer to the Company for each Month during the Term shall equal the sum of the following components for such Month:

Monthly Rate:

Component	Secondary/Primary/High Voltage
Energy	Provided by Power Supplier pursuant to separate
Transmission Losses	Pursuant to the OATT
Distribution Losses	Pursuant to Section 2.3 of this schedule
Energy Imbalance Service	Pursuant to the OATT
Distribution Service	See Schedule 40 of this tariff for the rate.
Customer Charge	See Schedule 449 of this tariff for the rate.
Ancillary Services Charge	Pursuant to the OATT
Transmission Service	Pursuant to the OATT
Electric Conservation Service Rider ^(a)	See Schedule 120 of this tariff for rate
Low Income Program ^(a)	See Schedule 129 of this tariff for rate
Merger Rate Credit ^(a)	See Schedule 132 of this tariff for rate
Property Tax Rider ^(a)	See Schedule 140 of this tariff for rate
Expedited Rate Filing Rate Adjustment ^(a)	See Schedule 141 of this tariff for rate
Revenue Decoupling Adjustment Mechanism ^(a)	See Schedule 142 of this tariff for rate
(b)	
(b)	

- (a) As such rider or charge may be modified from time to time pursuant to modifications to Schedule 120, Schedule 129, Schedule 132, Schedule 140, Schedule 141, and Schedule 142, as appropriate.
- (b) Any applicable future rider, surcharge or charge as approved by the Commission.

(N)

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11. STRANDED COSTS (N)

- 1. Power Supply Stranded Costs.
 - 1.1 Customer's Schedule 451 Service Agreement shall identify the Customer's total Power Supply Stranded Cost obligation.
 - 1.2 Customer is subject to all Power Supply Stranded Cost Charges as required under this Schedule.
 - 1.3 Any Power Supply Stranded Charge of a Customer shall become immediately due and payable on the first day of the first calendar month following the month in which Customer commences service under Schedule 451.
 - 1.4 Customer's total Power Supply Stranded Cost obligation includes all stranded costs associated with all generating resources of the Company.
- 2. Transmission Stranded Costs. A Customer under this Schedule will not incur transmission stranded costs. However, Customer is subject to all Transmission Charges as required under the OATT and Customer's Schedule 451 Service Agreement.
- 3. Distribution Stranded Costs. A Customer under this Schedule will not incur distribution stranded costs. However, Customer is subject to all Distribution Charges as required under this Schedule.

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12. DISPUTE RESOLUTION

(N)

Prior to commencing any complaint or court proceedings regarding any dispute between Company and Customer arising under this Schedule, (i) the Company and Customer shall each make good faith efforts to resolve such dispute pursuant to alternative dispute resolution (ADR) procedures consistent with WAC 480-07-700 through -750 and (ii) pursuant to the foregoing, the Company and Customer shall make use of ADR procedures to the maximum extent practicable in resolving such dispute.

13. TERM AND COMMENCEMENT OF SERVICE

1. Term. The initial Term of service under this Schedule shall commence upon the date set forth in Section 4 of Customer's Schedule 451 Service Agreement and shall be a minimum of five years or, at the option of Customer, a longer period as specified in the Schedule 451 Service Agreement. Service will be renewed for a minimum of five year terms thereafter so long as Customer remains attached to the Company's Transmission or Distribution System.

2. Conditions to Commencement of Service. Service to Customer shall not commence unless and until all of the following conditions have been satisfied to the reasonable satisfaction of the Company and Customer:

2.1 Metering has been installed as specified in this Schedule or the Schedule 451 Service Agreement;

2.2 Customer and the Company shall have each duly executed and delivered a Schedule 451 Service Agreement in substantially the form attached to this Schedule;

2.3 The Commission has issued an order approving the Customer's total Power Supply Stranded Cost Charge obligation contained within the completed and signed Schedule 451 Service Agreement; and

2.4 The requirements of Sections 2.1 and 4.1 of this Schedule 451 have been met.

(N)

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14. CUSTOMER STATUS (N)

1. Acknowledgement of Status as Non-Core Customer. A Customer taking service under this Schedule is and will be a Non-core Customer (“Non-core Customer” herein) and is bound by the following acknowledgement of non-core status as to the facilities of Customer that are served under this Schedule. Notwithstanding its status as a Non-core Customer, a Customer taking service under this Schedule will only have its power under this Schedule curtailed in accordance with the provisions of PSE’s Schedule 80. Customer agrees that this acknowledgement is just, reasonable, fair, and in the public interest. |

2. Risk of Market Prices. Customer understands that availability and price of power are both subject to significant, material, unpredictable risk. There is no guarantee whatsoever that power will be available on the market, or that it will be available at reasonable prices. The electric power markets have turned out to be highly volatile. Prices and availability of power can vary by orders of magnitude in short periods of time. Such volatility, whether or not the resulting price levels were contemplated in the planning of a Non-core Customer, will not constitute a grounds for return to core status, will not entitle a Non-core Customer to service from the Company’s generation resources, and will not entitle a Non-core Customer to service based on the Company’s cost of generation. |

3. Impossibility Due to Pricing or Power Availability Not Grounds For Return to Core Status. Prices of power and availability of power may reach levels that make it impossible for a Non-core Customer to carry on its business. Even if pricing or availability of power make it impossible for a Non-core Customer to carry on its business, that will not constitute a grounds for return to core status, will not entitle a Non-core Customer to service from the Company’s generation resources, and will not entitle a Non-core Customer to service based on the Company’s cost of generation. |

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14. CUSTOMER STATUS (Continued)

(N)

- 4. Actions by Market Participants. A determination that actions by market participants other than Company or Customer are in violation of federal, state, or local law will not impact the obligations of Customer and the Company under this Schedule.
- 5. Power Costs Not Grounds For Return to Core Status. The Company may use resources to supply Customer with power in certain circumstances, and the costs of that power may be significantly different from the market price. Such difference will not constitute a grounds for return to core status, will not entitle a Non-core Customer to service from the Company's generation resources, and will not entitle a Non-core Customer to service based on the Company's cost of generation.
- 6. Customer Accepts Risks. Customer has employed energy experts and counsel with experience in energy issues to provide advice and assistance in making the decision to accept service as a Non-core Customer that is never entitled to return to core service under any circumstances. Customer fully understands all of the risks of that choice and has considered and accepted those risks in accepting service as a Non-core Customer under this Schedule.

15. DEFINITIONS

Certain terms are defined in the text of this Schedule. In addition, terms that appear with their initial letters capitalized and are not otherwise defined shall have the meanings ascribed to such terms in Schedule 80 or, if defined below, shall have the following meanings for purposes of Schedule 451 unless the context otherwise requires:

"Ancillary Services" means those services specified by Sections 1.2 and 3 of the OATT.

(N)

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15. **DEFINITIONS** (Continued)

(N)

“Ancillary Services Charges” means for any Month the amounts, in dollars, equal to the actual charges incurred for such Month in the delivery of Ancillary Services to Customer by the Company (i) under the OATT or (ii) if ownership or control of regional transmission becomes centralized in a single entity, then under that entity’s OATT instead.

“Back-up Distribution Service” means distribution service provided under Schedule 459 to Customers whose electrical Energy and/or capacity service is met in whole or in part by self-generation.

“Balancing Authority Area” has the same meaning as Balancing Authority Area in the OATT.

“Commission” means the Washington Utilities and Transportation Commission.

“Company” means Puget Sound Energy, Inc.

“Contract Demand” means an amount of capacity, as specified in Customer’s Schedule 451 Service Agreement, sufficient to meet the maximum Demand at a Location.

“Core Customers” are all Customers taking power from the Company under tariff rates set by the Commission pursuant to traditional cost-of-service ratemaking principles. Core Customers are all Customers not defined as “Non-core Customers.” A Customer may have Non-core Customer status at one or more Locations, and Core Customer status at one or more Customer sites not identified as a Location in Exhibit A to the Schedule 451 Service Agreement.

“Customer” or “Schedule 451 Customer” means any Customer that satisfies the eligibility criteria of this Schedule and enters into a Schedule 451 Service Agreement under this Schedule.

(N)

(Continued on Sheet No. 451-R)

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Ken Johnson

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 451
LARGE CUSTOMER RETAIL WHEELING**

15. **DEFINITIONS** (Continued)

(N)

“Customer Metered Energy” means the metered hourly quantities of Energy delivered by Company to a Customer for a Location from all sources (other than self-generation at the Location of the Load).

“Dedicated Facilities” means (1) existing facilities identified as direct assignment or leased facilities in the Schedule 451 Service Agreement; and (2) any new facilities built or upgraded specifically to serve Customer and identified as Dedicated Facilities in an amendment to the Schedule 451 Service Agreement.

“Direct Assignment Costs” are costs associated with Dedicated Facilities that have been or are constructed (or caused to be constructed) by PSE for the sole use and benefit of a particular Customer requesting service under this Tariff, the costs of which may be directly assigned to the Customer. Direct Assignment Costs shall be those costs for the Dedicated Facilities as specified in the Service Agreement that governs service to the Customer.

“Distribution Loss Factor” means the applicable distribution loss factor, which is 0.0 percent for high voltage service (100 kV and above); 1.5 percent for primary voltage service (600 Volts or above but below 100 kV); and 4.5 percent for secondary voltage service (below 600 Volts).

“Distribution Point(s) of Delivery” means that location or locations on the Customer’s Location where the Company’s circuit and Customer’s system are interconnected.

“Distribution System” means facilities operated or controlled by the Company for the purpose of delivering Energy that are subject to the jurisdiction of the Commission.

“Energy” means electric Energy, measured in kilowatt-hours (kWh).

(N)

(Continued on Sheet No. 451-S)

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 451
LARGE CUSTOMER RETAIL WHEELING**

15. **DEFINITIONS** (Continued)

(N)

“FERC” means the Federal Energy Regulatory Commission.

“Imbalance Energy” has the same meaning as Imbalance Energy in the OATT.

“Load” means the amount of Customer Metered Energy and Demand at a Location.

“Load Aggregation Point” has the same meaning as Load Aggregation Point in the OATT.

“Location” means a Customer facility (whether owned or leased) where service is taken under this Schedule. For purposes of service under this Schedule, the Location for a Customer shall be as specified in Customer’s Schedule 451 Service Agreement. Any new Location as provided in this Schedule will be added to the Schedule 451 Service Agreement.

“Network Operating Agreement” means the operating agreement required to be executed by any Customer requesting network transmission service under the OATT.

“Non-Core Customer” is a Customer of the Company that has released, relinquished, and discharged any right to, claim to, or benefits of the Company’s generation resources, including the right to power produced by such resources, whether or not priced at the Company’s cost of producing such power, at one or more of the Customer’s facilities or Locations.

“Open Access Transmission Tariff” or “OATT” means the open access transmission tariff on file with the Federal Energy Regulatory Commission (as it may be amended from time to time) of the Company or any Regional Transmission Entity.

(N)

(Continued on Sheet No. 451-T)

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**PUGET SOUND ENERGY
 Electric Tariff G**

**SCHEDULE NO. 451
 LARGE CUSTOMER RETAIL WHEELING**

15. DEFINITIONS (Continued)

(N)

“Power Supplier” means any public or private entity authorized under applicable law to sell Supplied Power.

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“Schedule” or “Schedule 451” means this Schedule, Large Customer Retail Wheeling (as it may be amended from time to time).

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“Schedule 80” means the General Rules and Provisions contained in the Company’s Electric Tariff G as they may be modified from time to time.

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“Schedule 451 Service Agreement” means an agreement (as it may be amended from time to time) between the Company and Customer that is substantially in the form attached hereto (and may include additional terms and conditions as agreed upon between the Company and Customer) and that provides for service under this Schedule to Customer by the Company.

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“Scheduling Agent” means the entity designated by Customer to have responsibility for notifying, requesting and (as necessary) confirming to the Company the quantities of Supplied Power to be delivered under this Schedule.

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“Supplied Power” means, for any hour, the amount of Energy (expressed in MWh) scheduled and delivered by the Power Supplier to the Company for a Location.

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“Term” has the meaning set forth in Section 13.1 of this Schedule.

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“Total Load” means for any relevant demand period, the sum of Loads for such period.

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(N)

(Continued on Sheet No. 451-U)

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 451
LARGE CUSTOMER RETAIL WHEELING**

15. **DEFINITIONS** (Continued)

(N)

"Transmission Charge" means for any Month the amounts, in dollars, equal to the actual charges incurred for such Month in the delivery of Customer Metered Energy to Customer by the Company (i) under the Company's OATT or (ii) if ownership or control of regional transmission becomes centralized in a single entity, then under that entity's OATT instead.

"Transmission Customer Base Schedule" has the same meaning as Transmission Customer Base Schedule in the OATT.

"Transmission Point(s) of Receipt" means, unless otherwise specified in network service arrangements, the point(s) specified in the Schedule 451 Service Agreement at which one or more Power Suppliers will deliver Supplied Power to the Company for a Customer pursuant to one or more Power Supply Contracts. If ownership or control of regional transmission becomes centralized in a single entity, then Transmission Points of Receipt on the transmission system shall be determined, instead, in accordance with that entity's OATT.

"Transmission System" means facilities operated or controlled by the Company for the purpose of delivering electric Energy that are subject to the jurisdiction of the Federal Energy Regulatory Commission.

"Upgrades" means modifications or additions to distribution facilities that are integrated with and support the Company's overall Distribution System and Transmission System for the general benefit of all users of the Company's Distribution System.

(N)

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PUGET SOUND ENERGY

**SCHEDULE 451
LARGE CUSTOMER RETAIL WHEELING SERVICE AGREEMENT**

Attachment "A" – Service Agreement

This Schedule 451 Large Customer Retail Wheeling Service Agreement ("Service Agreement"), dated as of the ____ day of _____, 20__, is made by and between _____ ("Customer") and Puget Sound Energy, a Washington corporation ("Company"), for service under the Company's Electric Tariff G Schedule 451. Defined terms in Schedule 451 ("Schedule" or "Schedule 451") shall have the same meanings where used in this Service Agreement.

RECITALS

- A. The Company is a public service company engaged in the sale and delivery of electric Energy and, pursuant to its Electric Tariff G, offers service under Schedule 451.
- B. Customer desires to obtain service under Schedule 451.

AGREEMENT

- 1. **Request.** Customer requests service under Schedule 451.
- 2. **Service.** The Company agrees to provide, and Customer agrees to purchase, service under the rates, terms and conditions of (i) Schedule 451 as it may be revised from time to time and (ii) this Service Agreement as it may be revised from time to time.
- 3. **Location.** The Location(s) for service under this Service Agreement are identified in Exhibit A to this Service Agreement (additional Locations may be added to this Service Agreement as provided in Section 1 of Schedule 451).
- 4. **Term.** The Term of this Service Agreement shall (i) commence at 0000 hours on _____, 20__; and (ii) terminate at 2400 hours on _____, 20__, unless sooner terminated in its entirety pursuant to Section 3.5 or Section 9.3 of Schedule 451. For avoidance of doubt, termination of service to a Location will not terminate this Service Agreement unless service to all other Locations has been terminated.
- 5. **Assumption of Power Supplier and Price Risk.** Customer understands, acknowledges and agrees that it is assuming Power Supplier and price risks by choosing to take service under Schedule 451. Customer understands that depending on a number of uncertain factors, including but not limited to the market for power (including supply and price), Customer may (i) experience a shortage of electricity or (ii) pay more for electricity than it would have otherwise. Customer has had an opportunity, which it has exercised, to consult with its own energy experts and with counsel experienced in energy issues in its evaluation of the risks associated with taking service under Schedule 451.

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6. **Non-core Status.** Customer acknowledges that, by taking service under this Service Agreement and Schedule 451, it is and will be a Non-core Customer of the Company with respect to service at the Locations as provided in Section 14.1 of Schedule 451, and is and will be bound by its acknowledgment of non-core status contained therein. Customer further acknowledges that it is and will be bound by the provisions of Sections 14.1 through 14.6 of Schedule 451 concerning the implications of non-core status with respect to service at the Locations.
7. **Other Schedules.** Schedule 451 is incorporated herein by this reference. This Service Agreement is subject to the General Rules and Provisions as set forth in Schedule 80 (and is subject to other schedules of Electric Tariff G that may apply) as such schedules may be revised from time to time. Any conflict between this Service Agreement and the Company's Electric Tariff G schedules shall be resolved in favor of this Service Agreement.
8. **Purchased Power Supply.** Prior to the initiation of service under Schedule 451, Customer shall arrange to purchase Supplied Power from one or more Power Suppliers as provided in Section 2 of Schedule 451.
9. **Schedule 451 Charges.** The rates and charges paid by Customer to the Company for each Month during the Term shall equal an amount equal to the sum of the components for such Month identified in Exhibit B to this Service Agreement.
10. **Power Supply Stranded Cost.** Customer shall pay a Power Supply Stranded Cost Charge of \$_____ to Company on the first day of the first calendar month following the month in which Customer commences service under Schedule 451.
11. **Transmission Service.** Prior to the initiation of service under Schedule 451, Customer, or its Power Supplier (subject to applicable creditworthiness requirements as provided in the Open Access Transmission Tariff ("OATT")), shall take transmission service and required Ancillary Services pursuant to the Company's OATT, as provided in Section 4.1 of Schedule 451.
12. **Metering.** Prior to the initiation of service under Schedule 451, Customer shall arrange with the Company to have Load served under Schedule 451 be separately metered by meters capable of measuring and recording kW Demands (and kVAR demands) on a fifteen (15) or thirty (30) minute integrated basis and measuring Energy on a kWh basis, as provided in Section 8.1 of Schedule 451.
13. **Scheduling.** Customer shall follow the power scheduling and interchange procedures that are specified in Section 6.1 of Schedule 451. Customer shall designate a Scheduling Agent in Exhibit C to this Service Agreement and will advise the Company in writing of any change in Scheduling Agent. Scheduling Agent will be responsible for scheduling power to Transmission Point(s) of Receipt.
14. **Termination; Costs for Dedicated Facilities.** Upon written notice from the Customer to the Company to terminate service at a Location pursuant to Sections 3.5 and 9.3 of Schedule 451, Customer shall have the right to terminate service under this Service Agreement, subject to payment of any remaining costs for the Dedicated Facilities serving applicable Locations that are listed in Exhibit C to this Service Agreement, and further subject to payment of any amounts owed under the OATT. For any termination pursuant to Sections 3.5 and 9.3 of Schedule 451, termination shall be effective at the earlier of (a) the shutdown date specified in Customer's

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notice; or (b) the end of the first full calendar month following the Company's receipt of written notice.

- 15. **No Authorization of Self-Generation Interconnection.** Nothing in this Service Agreement or in Schedule 451 authorizes Customer to interconnect any generating facilities with, or operate any generating facilities in parallel with, the Company's system. Any such interconnection or parallel operation shall only be pursuant to Section 3.1 of Schedule 451 and a separate, prior, written agreement between Customer and Company, which shall not be unreasonably refused by the Company. Nothing in this Service Agreement or in Schedule 451 limits Customer's authority to install storage or efficiency facilities on Customer's side of its meters.
- 16. **Location of Self-Generation.** Any self-generation or energy storage by Customer shall be at the Location of the Load it is serving unless otherwise specified in Exhibit C to this Service Agreement.
- 17. **Distribution Service.** Distribution service (including service voltage) shall be as provided in Section 5 of Schedule 451 at the voltage(s) specified in Exhibit A to this Service Agreement.
- 18. **Dedicated Facilities; Coordination.**
 - 1. Any new or existing facilities owned by the Company and dedicated to use by Customer shall be as specified in Exhibit C to this Service Agreement and covered by a separate special equipment lease or other agreement between Customer and the Company.
 - 2. Company will continue to maintain all Company-owned transformers at Customer's Locations and will manage any outages on the high voltage side of such Company-owned transformers. Company will use its best efforts to respond promptly to and to notify Customer of any outages affecting Customer's Locations.
- 19. **Dispute Resolution.** Prior to commencing any complaint or court proceedings regarding any dispute between Customer and the Company arising under this Service Agreement, (i) Customer and the Company shall each make good faith efforts to resolve such dispute pursuant to alternative dispute resolution (ADR) procedures consistent with WAC 480-07-700 through -750, and (ii) pursuant to the foregoing, Customer and the Company shall make use of ADR procedures to the maximum extent practicable in resolving such dispute.
- 20. **Notices.** For purposes of all notices under this Service Agreement and Schedule 451, including notices regarding estimated Loads, scheduling, and transfer of Load control under Section 7 of Schedule 451, the Company and Customer each designate the following respective person(s) (and contact information) for such notices to or by such party and acknowledge the authority of such person to act on its respective behalf for purposes of such notices:

For Company:

For Customer:

Phone(s) _____
Fax _____
E-Mail _____

Phone(s) _____
Fax _____
E-Mail _____

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Notices shall be considered effective upon receipt. Customer or the Company may change its respective person designated above by giving written notice of such change to the person designated above for the other party.

- 21. **Successors and Assigns.** Unless otherwise provided in Schedule 451, this Service Agreement shall be binding upon and shall inure to the benefit of the Company and Customer and their respective successors, assigns, purchasers, and transferees.
- 22. **Headings.** The headings in this Service Agreement are for convenience only and do not modify the substantive terms herein.

Company:

Customer:

Puget Sound Energy

[_____]

By: _____
Its: _____
Date Signed: _____

By: _____
Its: _____
Date Signed: _____

PUGET SOUND ENERGY

**EXHIBIT A
SCHEDULE 451 SERVICE AGREEMENT**

LOCATIONS

<u>Location</u>	<u>Voltage (kV)</u>	<u>Customer Charges</u>

TOTAL []

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**EXHIBIT B
SCHEDULE 451 SERVICE AGREEMENT**

SCHEDULE 451 CHARGES

Component	Secondary/Primary/High Voltage
Energy	Provided by Power Supplier pursuant to separate agreement.
Distribution Losses	Pursuant to Section 2.3 of Schedule 451
Energy Imbalance Service	Pursuant to the OATT
Transmission Losses	Pursuant to the OATT
Distribution Service	See Schedule 40 of this tariff for the rate.
Customer Charge	See Schedule 449 of this tariff for the rate.
Ancillary Services Charge	Pursuant to the OATT
Transmission Service	Pursuant to the OATT
Electric Conservation Service Rider	See Schedule 120 of this tariff for rate
Low Income Program	See Schedule 129 of this tariff for rate
Merger Rate Credit	See Schedule 132 of this tariff for rate
Property Tax Rider	See Schedule 140 of this tariff for rate
Expedited Rate Filing Rate Adjustment	See Schedule 141 of this tariff for rate
Revenue Decoupling Adjustment Mechanism	See Schedule 142 of this tariff for rate

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**EXHIBIT C
SCHEDULE 451 SERVICE AGREEMENT**

SERVICE INFORMATION

1. **Scheduling Agent.** Customer designates the following Scheduling Agent (See Service Agreement, Section 13):

[STATE SCHEDULING AGENT]

2. **Dedicated Facilities.** The following facilities are dedicated to Customer (See Service Agreement, Section 14):

[STATE FACILITIES, IF ANY]

3. **Contract Demand.** Customer's projected aggregate Contract Demand is [_____].

4. **Location of Self-Generation.** Customer's self-generation is at the following locations (See Service Agreement, Section 15):

[STATE LOCATIONS OF SELF-GENERATION, IF ANY]

5. **Dynamic Scheduling.** The following represent the arrangements for dynamic scheduling, as provided in Section 7 of Schedule 451:

[STATE ARRANGEMENTS]