ATTACHMENT A

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| **Specific Portions of the**  **Brief to be Stricken** | **Subject Matter Covered Therein** | **Reason for Striking** |
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| Paragraph 3, text between “TOTE,” and “in order” | PSE formation of a subsidiary | Beyond the Scope of the Briefs (and the two requests in PSE’s Petition) |
| Paragraph 3, text after “LNG” | Creation of regulatory barriers | Not Supported by Evidence |
| Paragraph 4, last sentence text after “agreement” | Unregulated market transactions | Not Supported by Evidence |
| Paragraph 5, second sentence text between “bids to” and “provide”; text after “with LNG”; and fifth sentence strike “refine” | Description of service TOTE is seeking; description of activity to be performed at the Tacoma LNG Facility | Not Supported by Evidence |
| Paragraph 7, second sentence | Description of request PSE made in its Petition | Not Supported by Evidence |
| Paragraph 8 | PSE’s offer to provide non-regulated services from the LNG Facility | Beyond the Scope of the Briefs |
| Paragraphs 9 through 11 | Description of level of authority the Commission would have over the TOTE Special Contract, how TOTE will pay under the TOTE Special Contract and lack of clarity as to whether it is consistent with PSE’s tariff | Not Supported by Evidence  Beyond the Scope of the Briefs |
| Paragraph 12, first sentence | Description of TOTE Special Contract and Staff’s opinion that TOTE is not taking retail service | Not Supported by Evidence |
| Last two sentences in Paragraph 13 and the first sentence in Paragraph 14 | Characterization of the TOTE Special Contract, regulated service, and unregulated and market-based relationships | Not Supported by Evidence |
| Paragraph 15 and the first three sentences in paragraph 16 | Claim that regulated utility service is not provided for an established term and regarding the scope of Commission authority over price changes | Beyond the Scope of the Briefs and Not Supported by Evidence |
| Paragraph 17 | Characterization of provisions in the TOTE Special Contract | Beyond the Scope of the Briefs and Not Supported by Evidence |
| Paragraph 18, last sentence | Description of level of authority the Commission would have over the TOTE Special Contract | Not Supported by Evidence |
| Paragraph 19 | Characterization of provisions in the TOTE Special Contract | Beyond the Scope of the Briefs and Not Supported by Evidence |
| First sentence and the last three sentences in paragraph 20 | Claim that Special Contracts are substitutes for applicable tariffs; claim the Commission will have no power over the Special Contract. | Not Supported by Evidence |
| Paragraph 21, including note 34 | Claim that PSE seeks to keep the contract out of Commission purview | Not Supported by Evidence |
| Paragraphs 22 through 25 | Misrepresents the Interim Gas Supply arrangements; characterization of an unregulated market, availability of alternative LNG supply sources, development of transportation-compatible LNG fuel supplies and granting a monopoly | Beyond the Scope of the Briefs and Not Supported by Evidence |
| Paragraph 26, second, third and fifth sentences | Staff “understands” the price in the TOTE Special Contract is not cost-based | Beyond the Scope of the Briefs |
| Paragraph 27, third through seventh sentences | Staff’s “understanding” of pricing during the delivery term; claim that allocation of costs to TOTE is different than for core gas customers | Beyond the Scope of the Briefs; Not Supported by Evidence |
| Paragraphs 28, third, fourth and fifth sentences | Cost estimates provided by PSE, actual construction costs and whether the allocation of fixed costs will be compensatory | Beyond the Scope of the Briefs |
| Paragraph 29 | Relationship between recovery of costs to serve TOTE and recovery from unregulated LNG sales | Beyond the Scope of the Briefs; Not Supported by Evidence |
| Paragraph 30, first and last sentences | Staff’s concern about under-recovery under the TOTE Special Contract and subsidization | Beyond the Scope of the Briefs; Not Supported by Evidence |
| Paragraph 31, last sentence | TOTE right to resell LNG appears to violate the WAC | Beyond the Scope of the Briefs; |
| Paragraph 32 | Characterization of sales to TOTE affiliates | Not Supported by Evidence |
| Paragraph 33, second sentence | Staff opinion that LNG service is a competitive enterprise and regulation is not needed | Beyond the Scope of the Briefs; Not Supported by Evidence |
| Paragraph 34, first, second, third, fifth sixth and seventh sentences | PSE must provide a reason to regulate LNG; service to TOTE is behind-the-meter; PSE is moving forward to develop the Tacoma LNG Facility with or without regulation | Beyond the Scope of the Briefs;  Not Supported by Evidence |
| Paragraph 37, first and last sentences | Regulatory compact does not apply to a regulated market; absent a monopoly, regulation is not necessary | Not Supported by Evidence |
| Paragraph 38, last two sentences | The regulatory compact does not apply if a utility provides service under an arms-length contract | Not Supported by Evidence |
| Paragraph 39 | The LNG business is a competitive enterprise | Not Supported by Evidence |
| Paragraph 40, first sentence | Staff believes Commission regulation is not required | Beyond the Scope of the Briefs |
| Paragraph 40, fifth through eleventh sentences | LNG business is competitive; PSE executed TOTE Special Contract without engaging the Commission; and Commission regulation is not necessary for PSE to provide service to TOTE | Not Supported by Evidence |
| Paragraphs 41 through 48 | Interpreting recent legislative activity regarding natural gas as a transportation fuel to mean the legislature thought the fueling service would be unregulated | Not Supported by Evidence |
| Paragraph 49, first, second, third, fourth , sixth and seventh sentences | Staff’s understanding of responses to the TOTE RFP; distribution of LNG as transportation is unregulated; regulating LNG service would suppress market entrants and the legislature’s guidance is for LNG fueling service to be unregulated | Not supported by Evidence |
| Paragraph 52, first, second, third and fifth sentences | PSE will not deliver natural gas to TOTE; liquefying natural gas is refining it; Commission has not regulated other forms of natural gas; transportation fuels are not used for power | Not Supported by Evidence |
| Paragraph 53, second and third sentences | PSE is not delivering LNG to TOTE for use as power | Not Supported by Evidence |
| Paragraph 54, first sentence | Gas plant cannot be construed to include marine propulsion | Not Supported by Evidence |
| Paragraph 55, second, third and fourth sentences | Marine fuels are not economically regulated because the cost of delivery is not burdensome or capital intensive enough to warrant regulation; the same is true for LNG | Not Supported by Evidence |
| Paragraph 56, first, second third, fourth and sixth sentences | PSE will not deliver natural gas to TOTE; PSE will refine natural gas into LNG; TOTE will not use the LNG for power; providing LNG to TOTE should be unregulated | Not Supported by Evidence |
| Paragraph 57, last sentence | Staff believes regulating LNG for use as marine fuel is beyond the Commission’s authority to regulate natural gas | Not Supported by Evidence |
| Paragraph 61, first and third through fifth sentences | Supplying LNG to TOTE cannot be characterized as utility service;  Alternatives to LNG exist | Not Supported by Evidence  Beyond the Scope of the Briefs |
| Paragraph 62, third through fifth sentences | There are several LNG providers in the region; no other bidders sought to provide regulated service; sale of LNG as fuel is not a utility service | Not Supported by Evidence |
| Paragraph 65 | PSE’s proposed service to TOTE fails the public use test; a portion of the TOTE LNG Facility will be dedicated to one particular customer or individual | Not Supported by Evidence |
| Paragraph 66, second and fourth sentences | The Commission should not conclude the TOTE service is jurisdictional; no customers other than TOTE are requesting LNG service | Not Supported by Evidence |
| Paragraph 66, sixth, seventh and tenth sentences | PSE is proposing unregulated LNG services; Staff cannot distinguish between the regulated and unregulated services and it seems to Staff the unregulated business is more akin to a regulated service | Beyond the Scope of the Briefs |
| Paragraph 67, sixth and seventh sentences | The TOTE Special Contract does not fit the Commission’s framework for special contracts | Not Supported by Evidence |
| Paragraph 70, third and fourth sentences | Designating a special contract as highly confidential suggests a competitive marketplace and not a traditional utility function | Not Supported by Evidence |
| Paragraph 73 | PSE was not facing a bypass threat | Not Supported by Evidence |
| Paragraphs 74-75 | A contract between two sophisticated entities is a commercial agreement and needs no regulation by the Commission | Not Supported by Evidence |
| Paragraph 78, first and second sentences | Claims that each gas or electric customer receives the same service and service does not change with a customer’s usage | Not Supported by Evidence |
| Paragraph 76 through 83 | Commission should not consider the environmental benefits associated with TOTE’s use of LNG as material evidence | Beyond the Scope of the Briefs |
| Paragraphs 85-89 | Conclusions drawn from Staff Brief | Beyond the Scope of the Briefs and  Not Supported by Evidence |