

**EXHIBIT NO. __ (EDH-5)
DOCKET UE-200115
COLSTRIP UNIT 4 SALE
WITNESS: EZRA D. HAUSMAN, PH.D.**

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Application of

PUGET SOUND ENERGY,

**For an Order Authorizing the Sale of
All of Puget Sound Energy's Interests
in Colstrip Unit 4 and Certain of Puget
Sound Energy's Interests in the
Colstrip Transmission System**

Docket UE-200115

**EXHIBIT EDH-5 TO THE
PREFILED DIRECT TESTIMONY OF
EZRA D. HAUSMAN, PH.D.
ON BEHALF OF THE SIERRA CLUB**

October 2, 2020

Washington Utilities and Transportation Commission v. Puget Sound Energy
DOCKET UE-200115
Sierra Club's Third Set of Data Requests to Puget Sound Energy
June 17, 2020

DATA REQUESTS

12. Please provide all emails, memoranda, reports, analyses, and other materials supporting the fixed hedged price of \$37.52 per MWh referenced on Exh. CLS-1CT, page 16, and used in the various workpapers and exhibits to the testimony of Cindy L. Song. Please provide all analyses and workpapers in their native electronic format with formulas intact.
13. Please provide all emails, memoranda, reports, analyses, and other materials supporting the updated fixed price hedged price of \$36.60 per MWh identified in PSE's response to WUTC Staff data request No. 020, subpart d. Please provide all analyses and workpapers in their native electronic format with formulas intact.
14. Does PSE believe it is reasonable and consistent to use (a) a projected market price of electricity at Mid-C "in a range of between \$23/MWh and \$25.40/MWh over the term of the NorthWestern Energy PPA" as described in exhibit CLS-1CT, page 12, footnote 5, and similar prices in Ms. Song's exhibits and workpapers, and (b) in the same analyses to assume a fixed hedge price for the same location and time period of either \$37.52 per MWh or \$36.60 per MWh? If yes, please explain.
15. Please provide the 2020 Colstrip Coal Supply Agreement.
16. Has Puget Sound Energy, Talen, NorthWestern Energy or any other party to the ownership agreement ever invoked Section 19 regarding Colstrip repairs, regardless of whether that process was merely initiated or taken to its conclusion?
 - a. If so, please identify the date(s), party or parties, and justification(s) for each such invocation. Please provide any communications and/or documentation associated with each such Section 19 process invocation.
 - b. If so, what was the depreciated value of Colstrip calculated under Section 19(c) at the time at which each such Section 19 process was invoked?
17. Does the Section 19(b)(ii) project share reduction and reallocation last for the duration of the life of the project, just for the purposes of the repair, or some other period of time?