

**EXH. CLS-14C
DOCKET UE-20____
2020 PSE PCORC
WITNESS: CINDY L. SONG**

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY,

Respondent

Docket UE-20____

**THIRTEENTH EXHIBIT (CONFIDENTIAL) TO THE
PREFILED DIRECT TESTIMONY OF**

CINDY L. SONG

ON BEHALF OF PUGET SOUND ENERGY

**REDACTED
VERSION**

DECEMBER 9, 2020

CONFIRMATION FOR FIRM CAPACITY AND ENERGY

This Confirmation (this “Confirmation”) shall confirm the terms agreed to between Avangrid Renewables, LLC (“Seller”) and Puget Sound Energy, Inc. (“Purchaser”) regarding the purchase of WSPP Schedule C Service subject to the terms and conditions of the Western Systems Power Pool Agreement, dated effective as of July 22, 2010, as amended from time to time prior to the date hereof (the “WSPP Agreement”). Seller and Purchaser are each individually referred to herein as a “Party” and collectively as the “Parties”. The undersigned Parties agree to sell and purchase capacity and electric energy pursuant to the WSPP Agreement as it is supplemented and modified below:

Seller Avangrid Renewables, LLC
Purchaser Puget Sound Energy, Inc.
Date of Agreement May 28, 2020
Period of Delivery Commencing on hour ending (“HE”) 0100 January 1, 2022 through HE 2400 on February 28, 2022

And

Commencing on HE 0100 November 1, 2022 through HE 2400 on December 31, 2022

Seller acknowledges that this Confirmation is being entered into in connection with that certain Power Purchase Agreement dated as of May 28, 2020 between Seller’s affiliate, Golden Hills Wind Fam LLC, and Purchaser (the “Golden Hills PPA”). Notwithstanding anything to the contrary herein, this Confirmation shall automatically terminate and be of no further force or effect on the date on which Commercial Operation Date (as such term is defined in the Golden Hills PPA) occurs under the Golden Hills PPA. In the event of a termination of this Confirmation pursuant to the immediately foregoing sentence, the Parties shall be released and discharged from any obligations arising or accruing under this Confirmation from and after the date of such termination and shall not incur any additional liability to each other as a result of such termination; *provided*, that, such termination shall not discharge or relieve either Party from any obligation that has accrued under this Confirmation prior to such termination.

Schedule (Days and Hours) Monday through Saturday HE 0700 through 2200, excluding NERC holidays (all in Pacific Prevailing Time)
Delivery Rate 150 MW per hour

Contract Quantity 2,400 MWh per day

Delivery Point BPAT.PSEI or other mutually agreeable delivery point

Type of Service WSPP Schedule C

Level of Service Firm

BPA Loss Factor The Real Power Loss factor for use of the Network Segment of Bonneville Power Administration's transmission system pursuant to the BPA Open Access Transmission Tariff as effective for the applicable day of delivery (which the Parties acknowledge is, as of the date hereof, 1.9%)

Contract Price January 2022: \$ [REDACTED] /MWh
February 2022: \$ [REDACTED] /MWh
November 2022: Mid-C Based Index Price
December 2022: Mid-C Based Index Price

As used herein:

"Mid-C Based Index Price" means the price determined pursuant to the following formula:

[[REDACTED]]
+ \$ [REDACTED] /MWh

Where

"Mid-Columbia Day-Ahead Peak Price" means the "ELECTRICITY-MID C PEAK-ICE" price, as published by the Intercontinental Exchange for the applicable day of delivery, or if at any time such index is no longer available, such other index as the Parties agree provides an economically comparable price.

Scheduling Both Parties shall notify each other of preschedules by 1030 PPT on the Business Day preceding delivery, or as mutually agreed by the Parties, in accordance with WECC guidelines.

Special Terms and Exceptions Notwithstanding anything to the contrary in the WSPP Agreement, the Parties hereby agree to the following modifications thereto with respect to this Confirmation:

Section 22 of the WSPP Agreement is hereby revised as follows:

1. The reference to two (2) Business Days in Section 22.1(a) is amended to be a reference to ten (10) Business Days;

2. Section 22.1(c) is hereby revised to add the following to the end thereof:

“provided, that, in the case of the institution of any such proceeding by another person or entity, such proceeding is consented or acquiesced to by the Defaulting Party or is not withdrawn or dismissed within sixty (60) days;”

3. The first and second sentences of Section 22.2(a) are deleted in their entirety and the following is substituted therefor:

“If an Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right to suspend, reinstate and resuspend performance of transactions under this Agreement. Suspension periods shall not affect in any way the thirty (30) day period for exercising a right of termination under Section 22.2(b).”

4. The last sentence of Section 22.2(a) is deleted in its entirety and the following is substituted therefor:

“The Non-Defaulting Party shall provide at least twenty-four (24) hours written notice to the Defaulting Party before any suspension may be terminated.”

5. The last sentence of Section 22.3(c) is hereby deleted in its entirety and the following is substituted therefor:

“If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, the Termination Payment shall be deemed to equal \$0 and in no event shall the Defaulting Party be entitled to be paid a Termination Payment”; and

6. Section 22.3(e) shall be deleted in its entirety.

Waiver of Jury Trial

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONFIRMATION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION

IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS CONFIRMATION.

Governing Law

This Confirmation shall be interpreted and enforced in accordance with the laws of the State of Washington without regard its conflicts of laws provisions.

Miscellaneous

This Confirmation may be executed in multiple counterparts, each of which when so executed and delivered shall constitute a duplicate original and all counterparts together shall constitute one and the same instrument. The Parties acknowledge and agree that any document or signature delivered by facsimile, PDF or other electronic transmission shall be deemed to be an original executed document for the purposes hereof and such execution and delivery shall be considered valid, binding and effective for all purposes.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF the Parties have executed this Confirmation in the manner appropriate to each on the date set forth above.

AVANGRID RENEWABLES LLC

DocuSigned by:  
By: _____
Name: Alejandro de Hoz
Title: Authorized Representative

DocuSigned by:  
By: _____
Name: Steve Krump
Title: Authorized Representative

PUGET SOUND ENERGY, INC.

DocuSigned by: *David Mills*
By: _____
Name: David Mills
Title: Senior Vice President, Policy and Energy Supply