

**Exh. DCG-10**  
**Dockets UE-190529/UG-190530 and**  
**UE-190274/UG-190275 (*consolidated*)**  
**Witness: David C. Gomez**

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,**

**Complainant,**

**v.**

**PUGET SOUND ENERGY,**

**Respondent.**

**DOCKETS UE-190529  
and UG-190530 (*consolidated*)**

**In the Matter of the Petition of**

**PUGET SOUND ENERGY**

**For an Order Authorizing Deferral  
Accounting and Ratemaking Treatment  
for Short-life UT/Technology Investment**

**DOCKETS UE-190274 and  
UG-190275 (*consolidated*)**

**EXHIBIT TO TESTIMONY OF**

**David C. Gomez**

**STAFF OF  
WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION**

***Colstrip Unit 3 & 4 Amended Restated Coal Supply Agreement (ARCSA) Section 7.1***

**November 22, 2019**

**AMENDED**

**AND**

**RESTATED**

**COAL SUPPLY AGREEMENT**

**Dated August 24, 1998**

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represented by its representative. The Mine Operating Committee, in lieu of deciding any matter at a meeting or by telephone conference, may act by instrument in writing signed by the representatives of each Buyer on the Mine Operating Committee.

#### **6.8 Costs.**

Each Buyer shall bear for its own account all costs incurred by its representative on the Mine Operating Committee.

#### **6.9 No Modification of Agreement.**

The Mine Operating Committee may not modify, amend, revise or otherwise change the terms and conditions set forth in this Agreement.

#### **6.10 Cooperation of the Parties.**

Seller shall respond promptly and in good faith to Buyers' reasonable requests for supporting information concerning the proposed Annual Operating Plan. The Parties shall cooperate with and provide the Mine Operating Committee with information reasonably necessary for the Mine Operating Committee to perform its duties.

### **7. ANNUAL OPERATING PLAN**

#### **7.1 Operations Pursuant to Annual Operating Plan.**

Seller shall, in consultation with the Mine Operating Committee, prepare an Annual Operating Plan for each Year beginning with 1999 pursuant to this Section 7, and such plan shall be consistent with Merchant Plant Practice and the terms of this Agreement. Unless otherwise mutually agreed in writing by all Parties, no Approved Annual Operating Plan shall obligate Seller to supply, or any Buyer to purchase, coal from areas of the Mine other than Area C. Seller shall conduct operations, incur expenses and acquire Capital Assets for Area C only pursuant to the Approved Annual Operating Plan, except as otherwise provided in subsections 7.6 and 7.9.

#### **7.2 Purposes and Components of Annual Operating Plan.**

The purposes of the Annual Operating Plan shall be to provide Seller and Buyers through the Mine Operating Committee with the tools to define fuel requirements and control costs to reasonable levels. The Annual Operating Plan shall consist of the following components:

**ROSEBUD SEAM**

**COAL ANALYSIS**

**On As-Received Basis**

<b>Proximate Analysis</b>		<b>Ultimate Analysis</b>	
<b>Component</b>	<b>% By Weight</b>	<b>Component</b>	<b>% By Weight</b>
Moisture	25.41	Carbon, C	48.57
Volatile Matter	29.67	Hydrogen, H2	3.43
Fixed Carbon	34.55	Sulfur, S	0.81
Ash	10.30	Oxygen, O2	10.63
		Nitrogen, N2	0.73
		Moisture, H2O	25.76
		Ash	10.08
Total	100.00	Total	100.00
Btu/lb.	8,382		
Grindability Index (Hardgrove)	52.37		

**Ash Fusion Temperature, °F**

<b>Oxidizing</b>		<b>Reducing</b>	
Initial Deformation	2,297.08	Initial Deformation	2,240.33
Softening (H+W)	2,334.28	Softening (H+W)	2,283.34
Softening (H=1/2W)	2,385.73	Softening (H=1/2W)	2,318.75
Fluid	2,464.88	Fluid	2,393.04

**10.4 Minimum and Maximum Characteristics.**

Buyers and Seller agree that the coal to be delivered from Area C under this Agreement shall be mine-run coal and will fluctuate as to quality and characteristics;