EXH. RJR-15 DOCKET UE-200115 COLSTRIP UNIT 4 SALE WITNESS: RONALD J. ROBERTS

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

SIXTH EXHIBIT (NONCONFIDENTIAL) TO THE PREFILED SUPPLEMENTAL DIRECT TESTIMONY OF

RONALD J. ROBERTS

ON BEHALF OF PUGET SOUND ENERGY

AUGUST 20, 2020



Puget Sound Energy P.O. Box 97034 Bellevue, WA 98009-9734 PSE.com

April 13, 2020

Mr. Dale Lebsack President **Talen Montana, LLC** 1780 Hughes Landing, Suite 800 The Woodlands, TX 77380

Ms. Lisa Kaner General Counsel **Portland General Electric Company** 121 SW Salmon Street, 1WTC 1301 Portland, OR 97204

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Mr. John Hines VP, Supply & Montana Government Affairs **Northwestern Energy** 11 East Park Street Butte, MT 59701

Mr. Ryan Flynn General Counsel **Pacific Power, PacificCorp** 825 NE Multnomah Street Portland, OR 97232

Ladies and gentlemen:

I am writing as a follow-up to my letter dated January 10, 2020 regarding the right of first refusal (ROFR) requirements in section 24 of the Colstrip owner and operator agreement (O&O Agreement) wherein I informed you of your rights concerning the proposed unit four transaction between PSE and Northwestern.

As indicated in that letter, there is a 90 day period in which you can trigger the ROFR, which expired April 9, 2020.

Two existing owners have triggered the ROFR – Talen Energy and Northwestern. All other owners have expressly declined their ROFR right. PSE is therefore advising Talen Energy and Northwestern of this fact so that they can each independently determine what, if any, further communications they wish to make under section 24 of the O&O agreement.

Additionally, PSE is also using this opportunity to notify the parties that (a) it does not intend to take any more than 90 MW in the aggregate under a PPA (or combination of PPA's) from Unit 4; (b) the term of any PPA must expire no later than the Washington State imposed deadline for the termination of coal generated power, and (c) to the extent there may be PPA's with more than one party, the terms must be identical to the terms agreed reflected in any final PPA between PSE and NWE.

Sincerely,

Steve R. Secrist Senior Vice President, General Counsel, And Chief Ethics & Compliance Officer