

**EXH. RJR-20C
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

**ELEVENTH EXHIBIT (CONFIDENTIAL) TO THE
PREFILED SUPPLEMENTAL DIRECT TESTIMONY OF**

RONALD J. ROBERTS

ON BEHALF OF PUGET SOUND ENERGY

**REDACTED
VERSION**

AUGUST 20, 2020

**EXHIBIT C
POWER PURCHASE AGREEMENT**

**EXHIBIT A TO TERM SHEET
WITH RESPECT TO THE
COLSTRIP UNIT 4 TRANSACTION**

CONFIRMATION FOR UNIT COMMITMENT SERVICE – COLSTRIP UNIT 4

This Confirmation (this “Confirmation”) shall confirm the terms agreed to between Talen Montana, LLC (“Seller”) and Puget Sound Energy, Inc. (“Purchaser”) regarding the purchase of Unit Commitment Service subject to the terms and conditions of the WSPP Agreement, dated effective as of [January 25, 2020], as amended from time to time prior to the date hereof (the “WSPP Agreement”). The undersigned Parties agree to sell and purchase electric energy pursuant to the WSPP Agreement as it is supplemented and modified below:

Seller	Talen Montana, LLC
Purchaser	Puget Sound Energy, Inc.
Period of Delivery	[Commencing on Hour Ending (“HE”) 0100 Pacific Prevailing Time (“PPT”) on June 1, 2020, and continuing through HE 2400 PPT on May 15, 2025]
Schedule (Days and Hours)	7 x 24 (including NERC Holidays)
Delivery Rate	N/A
Delivery Point	The high side of the 500 kV bus for Unit 4 in the Colstrip Switchyard, or, at Seller’s option and with prior notice to Purchaser, at Mid-C.
Type of Service	Unit Commitment Service from Colstrip Unit 4, Service Schedule B
Contract Quantity	45 MW at any time that Colstrip Unit 4 is operating at or greater than minimum load; 0 MW when Colstrip Unit 4 is off-line.
Contract Price	For each hour of the Period of Delivery, regardless of the Delivery Point, the higher of (i) the Mid C Day-Ahead Index Price for On-Peak and Off-Peak periods, as applicable, minus O&M Costs (Base) Equivalent and (ii) the Floor Price applicable to such hour. In addition Purchaser shall pay a monthly payment of 1/12th of the annual O&M Costs (Base).

As used herein:

“Floor Price” means, for any hour during the Period of Delivery, a per MWh price calculated in accordance with Exhibit A to this Confirmation.

“O&M Costs (Base)” means, the 45 MW share of the O&M Cost (Base) fixed costs as identified and approved annually for Colstrip Units 3 and 4 Budget.

“O&M Costs (Base) Equivalent” means, O&M Cost (Base) divided by the annual net generation, as identified and approved annually for Colstrip Units 3 and 4 Budget.

“Mid C Day-Ahead Index Price” means, (i) for any day other than a Sunday or a NERC Holiday, the weighted average of the Intercontinental Exchange (“ICE”) daily Mid-Columbia On-Peak Firm Power Price Bulletin for On-Peak Hours and the ICE daily Mid-Columbia Off-Peak Firm Power Price Bulletin for Off-Peak Hours, including Sundays and NERC Holidays, and (ii) for any Sunday or NERC Holiday, the ICE daily Mid-Columbia Off-Peak Firm Power Price Bulletin for Off-Peak Hours, including Sundays and NERC Holidays. For purposes of this definition, On-Peak hours shall mean HE 0700 through HE 2200 PPT and Off-Peak hours shall mean HE 0100 through HE 0600 and HE 2300 through HE 2400 PPT, Monday through Saturday, and HE 0100 through 2400 Sundays and NERC Holidays.

Transmission

Seller shall be responsible for obtaining, at Seller’s expense, any transmission necessary to deliver the Contract Quantity to the Delivery Point. Purchaser shall be responsible for obtaining, at Purchaser’s expense, any transmission necessary from and after the Delivery Point.

Date of Confirmation

[]

Special Terms and Exceptions

Notwithstanding anything to the contrary in the WSPP Agreement, the Parties hereby agree to the following modifications thereto:

1. Section 22 of the WSPP Agreement is hereby revised as follows:
 - a. The reference to two (2) Business Days in Section 22.1(a) is amended to be a reference to ten (10) Business Days;
 - b. 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;”

- c. 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).”

- d. 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.”

- e. 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

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

2. Sections B-3.8 and B-5 of Service Schedule B are hereby deleted in their entirety.
3. Revision of B-3.9(b) in Schedule B to read, “By the Seller when all of the output of the unit is unavailable” and deleting the remainder of that subsection.
4. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO

THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS CONFIRMATION OR ANY OTHER DOCUMENT DELIVERED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE PARTIES HERETO.

5. Section 24 of the Agreement is hereby amended and restated in its entirety as follows: “This Agreement is made under and shall be governed by and construed in accordance with the substantive laws of the State of New York, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York.”

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.

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

TALLEN MONTANA, LLC

By _____
Name:
Title:

PUGET SOUND ENERGY, INC.

By _____
Name:
Title:

Exhibit A to
Colstrip Unit 4 Unit Contingent Confirmation

Methodology for calculating the minimum electric cost

Combination of Two parts

- Fuel related variable cost in \$/MWh
- Non-Fuel variable cost in \$/MWh

Fuel related Variable costs

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]

Non Fuel variable costs

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

Minimum charge for electricity under the PPA then is the combination of Fuel and non-Fuel variable costs as described and adjusted above.

- Minimum charge = Fuel related variable cost + non-Fuel variable cost
 - the example above would produce a minimum charge of [REDACTED]

REDACTED
VERSION