Attachment
CTT 1-5

Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC

6.3.4 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 30 day of Oct, 2014, by **Oncor Electric Delivery Company, LLC** ("Company"), a Delaware limited liability company, and Ector County Energy Center LLC, a Delaware limited liability company ("Customer"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for the following discretionary services in accordance with this Agreement.

> The "Company's" Jewett-W. Fairfield 138kV Line crosses the "Customer's" dragline crossing. The lowering and re-installation of the existing conductor and shield wire between Structures 16/7-16/8 has been requested in order for them to walk their dragline across the transmission ROW. This agreement includes the cost to lower the existing conductor and shield wire, and re-install on the existing structures.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4.**Term and Termination** -- This Agreement becomes effective on October 31, 2014 and continues in effect until May 31, 2015 . Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6.**Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

Oncor Electric Delivery Company
Attn:Bryan Williams
115 W. 7th St.
Suite 1105
Ft. Worth, Texas 76102

(b) If to Customer:

Texas Westmoreland Coal Company
Attn: Olaf von Sehrwald
4336 FM 39 S
Jewett, TX 75846

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Texas Westmoreland Coal Company
Attn: Olaf von Sehrwald
4336 FM 39 S
Jewett, TX 75846

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** – NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE PARTIES HEREBY AGREE THAT:

15.1 Relocation Costs.

(a) Customer shall pay to Company the Total Costs incurred by Company in connection with providing the discretionary services. The term "Total Costs" shall include reasonable material costs, labor costs, taxes and tax treatment (including income, sales, or other), design, and construction contractor costs, transportation costs, overheads, purchasing and storage expenses as well as reasonable costs, including attorney's fees, if applicable, which may be incurred in the process of obtaining final unappeasable Public Utility Commission of Texas ("PUCT") approval for relocation of a portion of the Existing Line, and reasonable surveying costs. Company reserves the right to reasonably adjust and modify the Total Costs from time to time after the effective date of this Agreement by providing written notice to Customer of the same, and Customer agrees to accept and acknowledge any resulting adjustments and modifications to the Total Costs;

(b) The Total Costs under this Agreement are estimated to be **$93,125** ("Estimated Costs"). The Estimated Costs are subject to adjustment by Company pursuant to Section 15.1(a). The Total Costs may be more or less than the Estimated Costs; and

(c) For the purposes of securing the performance of Customer under the terms and provisions of this Agreement, Customer shall deliver to Company, upon the execution of this Agreement by all parties, an amount equal to the Estimated Costs ("Initial Payment"). The Initial Payment shall be applied to the payment of the Total Costs. Within Thirty (30) days after completion of the discretionary services, Company shall deliver to Customer a statement of the Total

Attachment
CTT 1-5

Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC

Costs. In the event that the Total Costs exceed the Initial Payment, Customer shall deliver final payment of said balance to Company within twenty (20) calendar days of receipt of said statement. In the event that the Initial Payment exceeds the Total Costs as shown on the statement, Company shall refund, without interest, said balance along with the final statement

15.2 Completion Date. Company shall in good faith attempt to complete the services as soon as reasonably possible, but does not commit to a date certain for such completion

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

BY: [signature]

Name: Collin Martin

Title: Director of Transmission Engineering

Date: 11/7/2014

Texas Westmoreland Coal Company

By: [signature]

Name: J. Penny Kingsley

Title: President

Date: 10/30/2014

Attachment
CTT 1-5

Oncor Electric Delivery Company
Jewett-W. Fairfield 138kV Transmission Line
TWCC Dragline Lowering
WA# TBD

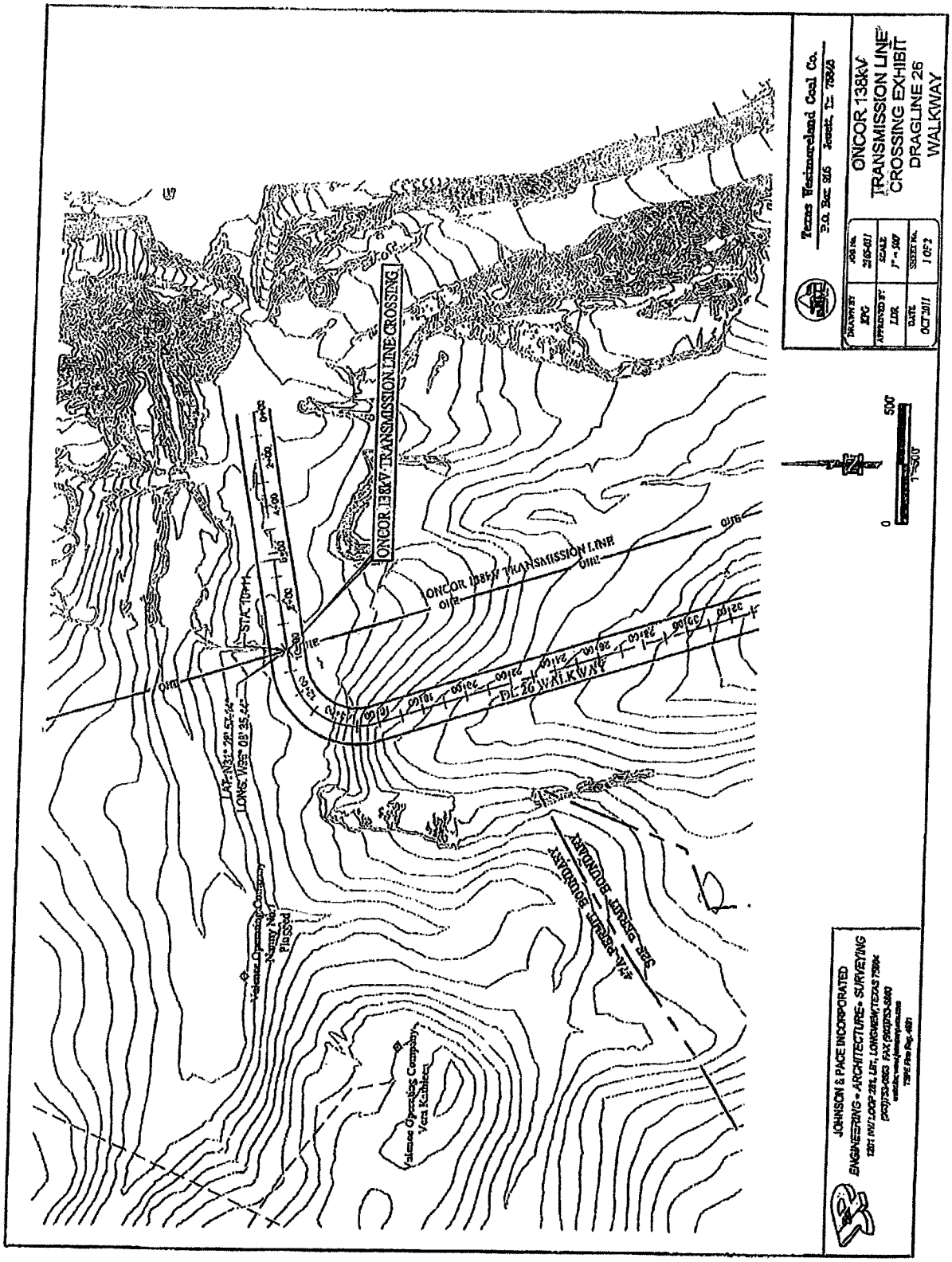
ESTIMATE

Expense Code (See attached page 2 for definitions)	Description	Subtotals	Totals
		Price Per Unit	Subtotals
130	Materials	$0.00	$0.00
130	Sales Tax		$0.00
130	Purchasing & Stores		$0.00
		Material Costs	**$0.00**
120	Contract Labor, Engineering		$15,000.00
102	Non-Contract Labor Regular Time		$5,000.00
105	Non-Contract Labor Overtime		$0.00
108	Non-Productive Time Clearing		$0.00
550	Employment Benefit Loading		$0.00
560	Retirement Plan Loading		$0.00
570	Payroll Taxes		$0.00
580	Other Employee Benefit Loading		$0.00
600	Transportation		$0.00
126	Contract Labor, Construction		$49,500.00
126	On Target Supplies & Logistics		$0.00
126	Tower Concrete		$0.00
126	Pole Concrete		$0.00
126	Rebar Installation		$0.00
134	Misc Equip & Tools		$0.00
137	Contractor, Contract Material & Supplies		$0.00
307	Business Meals and Entertainment		$0.00
308	Taxable Reimbursements		$0.00
309	Other Employee Reimbursable Expenses		$0.00
944	Damages		$0.00
120	Environmental Study		$0.00
126	Geotechnical Study		$0.00
499	Surveying		$0.00
126	Clearing		$0.00
900	Damages		$0.00
126	Mobilization		$0.00
126	Inspection Services		$0.00
401	Legal Services		$5,000.00
126	ROW/Landowner Coordination		$0.00
126	Labor Contingency		$0.00
			$0.00
		Total Labor Costs	**$74,500.00**
870		**Construction Overhead**	**$18,625.00**
943		**Salvage**	**$0.00**
		Final Total	**$93,125.00**

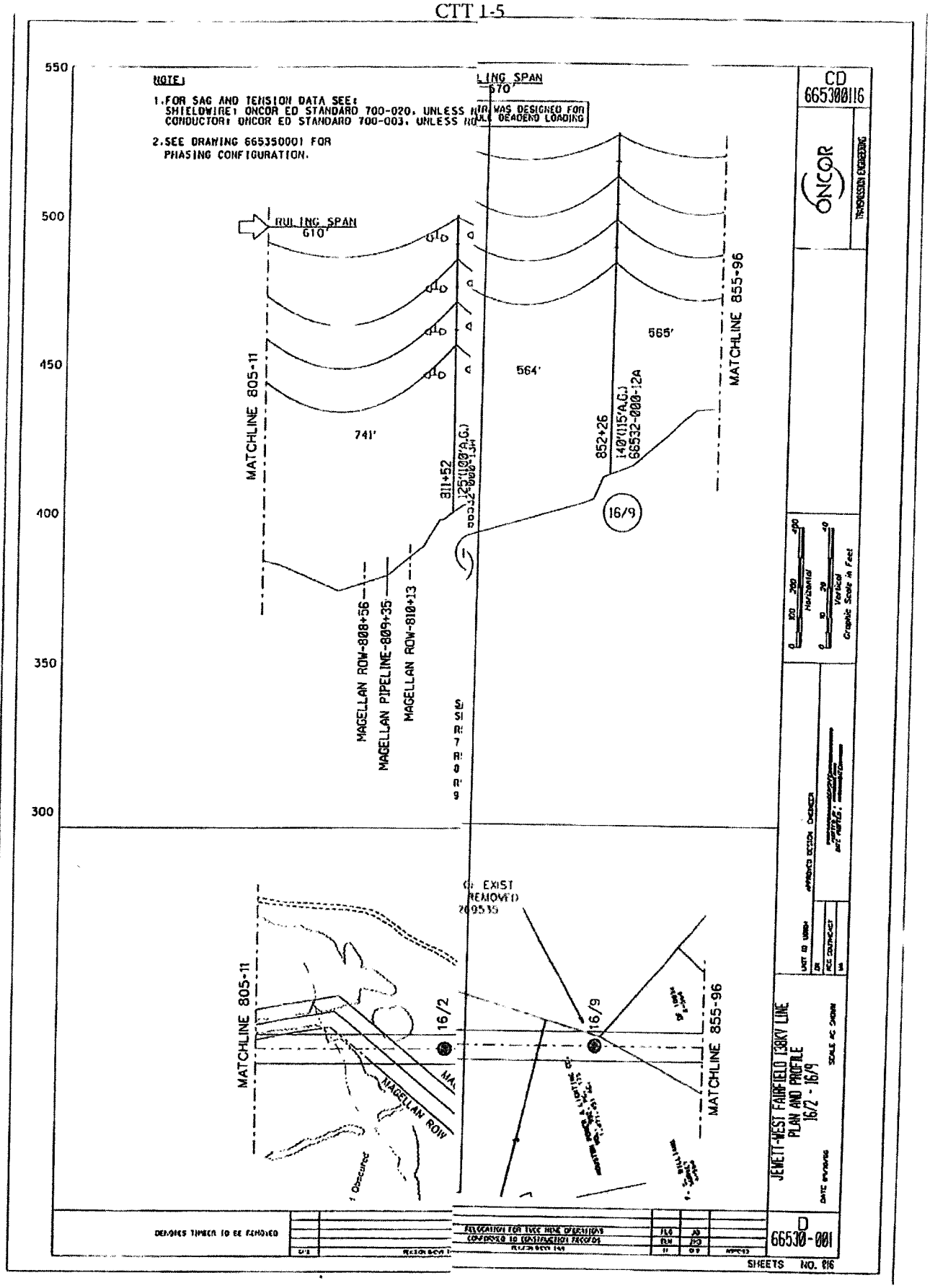
Attachment
CTT 1-5

Expense Code	Description
102	Oncor Labor - Regular Earning, Non-Exempt
105	Oncor Labor - Overtime Earnings, Non-Exempt
108	Non-Productive Time Clearing
120	Contractor Labor, Engineering - Staff Augmented
120	Contractor Labor, Environmental Study - Staff Augmented
126	Contract Labor, Construction - Not Staff Augmented
126	Contract Labor, Inspection - Not Staff Augmented
126	Contract Labor, Geotechnical Study - Not Staff Augmented
126	On Target Supplies & Logistics
130	Materials & Supplies
134	Misc Equip & Tools
137	Contractor, Contract Material & Supplies
307	Business Meals And Entertainme
308	Taxable Meals
309	Other Employee Reimbursable Expenses
401	Legal
499	Other Services (i.e., Surveying)
550	Employee Benefit Loading
560	Retirement Plan Loading
570	Payroll Taxes
580	Other Post Employee Benefits (OPEB Loading)
600	Transportation Services
870	Indirect Construction Overhead
891	Afudc - Debt - Accrual
892	Afudc - Equity - Accrual
900	Miscellaneous Expense (i.e. ROW Agents, Landowner Contact)
944	Damages

Attachment
CTT 1-5



Attachment
CTT 1-5



Attachment
CTT 1-5

Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC

6.3.4 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 30 day of Oct., 2014, by **Oncor Electric Delivery Company, LLC** ("Company"), a Delaware limited liability company, and Ector County Energy Center LLC, a Delaware limited liability company ("Customer"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for the following discretionary services in accordance with this Agreement.

The "Company's" Simsboro-Jewett 69kV Line crosses the "Customer's" dragline crossing. The removal and replacement of the conductor and shield wire between Structures 49/4 & 49/5 has been requested in order for them to walk their dragline across the transmission ROW. This agreement includes the cost to remove and replace the existing conductor and shield wire.

2. **Nature of Service and Company's Retail Delivery Service Tariff** – Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4.**Term and Termination** -- This Agreement becomes effective on October 31, 2014 and continues in effect until May 31, 2015 . Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6.**Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

Oncor Electric Delivery Company
Attn:Bryan Williams
115 W. 7th St.
Suite 1105
Ft. Worth, Texas 76102

(b) If to Customer:

Texas Westmoreland Coal Company
Attn: Olaf von Sehrwald
4336 FM 39 S
Jewett, TX 75846

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Texas Westmoreland Coal Company
Attn: Olaf von Sehrwald
4336 FM 39 S
Jewett, TX 75846

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** – This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** – NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE PARTIES HEREBY AGREE THAT:

15.1 Relocation Costs.

(a) Customer shall pay to Company the Total Costs incurred by Company in connection with providing the discretionary services. The term "Total Costs" shall include reasonable material costs, labor costs, taxes and tax treatment (including income, sales, or other), design, and construction contractor costs, transportation costs, overheads, purchasing and storage expenses as well as reasonable costs, including attorney's fees, if applicable, which may be incurred in the process of obtaining final unappeasable Public Utility Commission of Texas ("PUCT") approval for relocation of a portion of the Existing Line, and reasonable surveying costs. Company reserves the right to reasonably adjust and modify the Total Costs from time to time after the effective date of this Agreement by providing written notice to Customer of the same, and Customer agrees to accept and acknowledge any resulting adjustments and modifications to the Total Costs;

(b) The Total Costs under this Agreement are estimated to be **$217,744.12** ("Estimated Costs"). The Estimated Costs are subject to adjustment by Company pursuant to Section 15.1(a). The Total Costs may be more or less than the Estimated Costs; and

(c) For the purposes of securing the performance of Customer under the terms and provisions of this Agreement, Customer shall deliver to Company, upon the execution of this Agreement by all parties, an amount equal to the Estimated Costs ("Initial Payment"). The Initial Payment shall be applied to the payment of the Total Costs. Within Thirty (30) days after completion of the discretionary services, Company shall deliver to Customer a statement of the Total

Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC

Costs. In the event that the Total Costs exceed the Initial Payment, Customer shall deliver final payment of said balance to Company within twenty (20) calendar days of receipt of said statement. In the event that the Initial Payment exceeds the Total Costs as shown on the statement, Company shall refund, without interest, said balance along with the final statement.

15.2 Completion Date. Company shall in good faith attempt to complete the services as soon as reasonably possible, but does not commit to a date certain for such completion

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

BY: _____

Name: Collin Martin

Title: Director of Transmission Engineering

Date. 11/7/2014

Texas Westmoreland Coal Company

By: _____

Name: J. Denny Kingsley

Title: President

Date: 10/30/2014

Attachment
CTT 1-5

Oncor Electric Delivery Company
Simsboro-Jewett 69kV Transmission Line
TWCC Dragline Lowering
WA# TBD

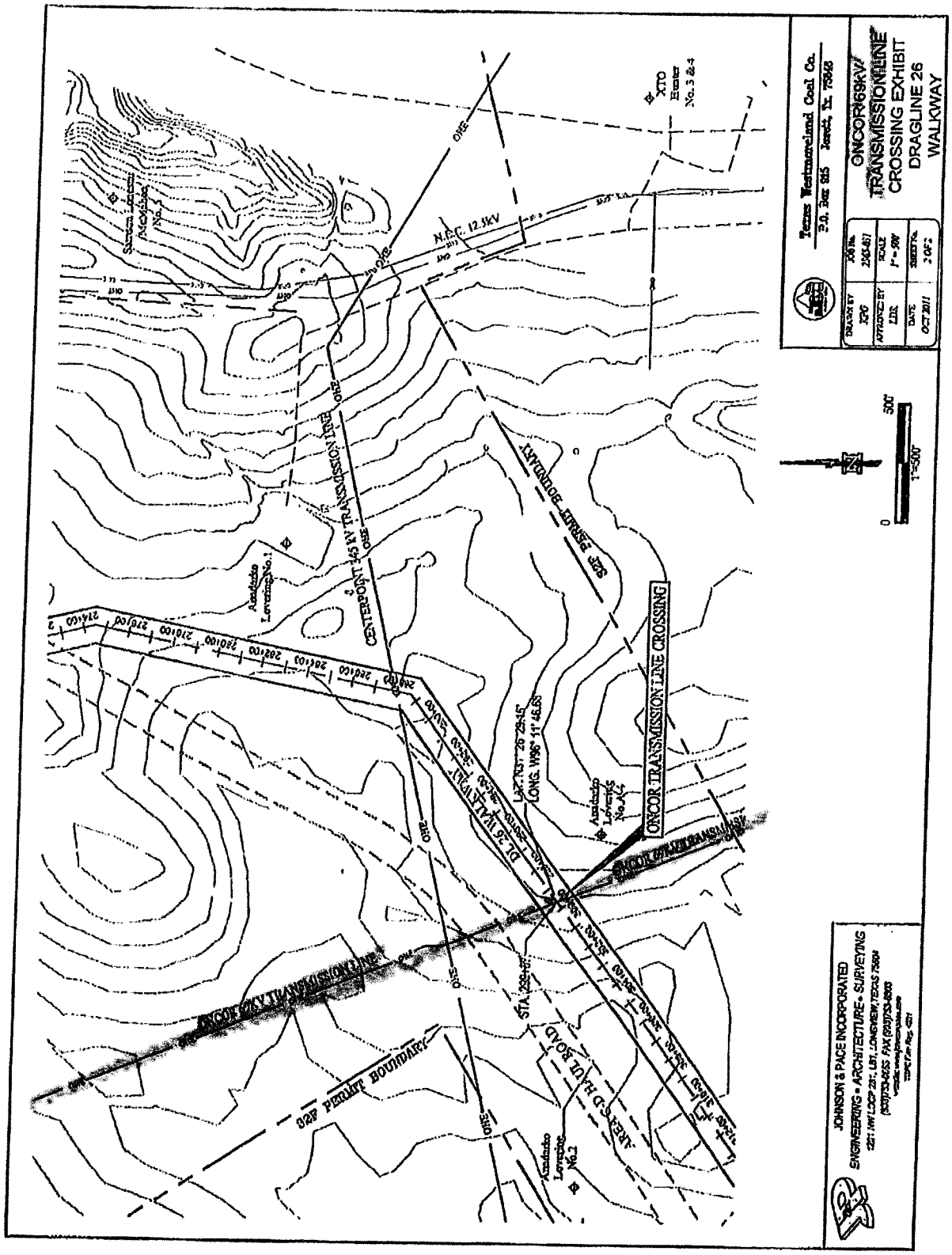
ESTIMATE

Expense Code (See attached page 2 for definitions)	Description	Subtotals	Totals
		Price Per Unit	Subtotals
130	Materials	$1,140.00	$1,140.00
130	Sales Tax		$94.05
130	Purchasing & Stores		$33.06
		Material Costs	**$1,267.11**
120	Contract Labor, Engineering		$15,000.00
102	Non-Contract Labor Regular Time		$5,000.00
105	Non-Contract Labor Overtime		$0.00
108	Non-Productive Time Clearing		$0.00
550	Employment Benefit Loading		$0.00
560	Retirement Plan Loading		$0.00
570	Payroll Taxes		$0.00
580	Other Employee Benefit Loading		$0.00
600	Transportation		$0.00
126	Contract Labor, Construction		$136,200.00
126	On Target Supplies & Logistics		$0.00
126	Tower Concrete		$0.00
126	Pole Concrete		$0.00
126	Rebar Installation		$0.00
134	Misc Equip & Tools		$0.00
137	Contractor, Contract Material & Supplies		$0.00
307	Business Meals and Entertainment		$0.00
308	Taxable Reimbursements		$0.00
309	Other Employee Reimbursable Expenses		$0.00
944	Damages		$0.00
120	Environmental Study		$0.00
126	Geotechnical Study		$0.00
499	Surveying		$0.00
126	Clearing		$0.00
900	Damages		$0.00
126	Mobilization		$0.00
126	Inspection Services		$5,000.00
401	Legal Services		$0.00
126	ROW/Landowner Coordination		$0.00
126	Labor Contingency		$0.00
		Total Labor Costs	**$161,200.00**
870		**Construction Overhead**	**$16,120.00**
943		**Salvage**	**$0.00**
		Sub Total	**$178,587.11**
		Federal Income Tax Treatment (21.926%)	**$39,157.01**
		Final Total	**$217,744.12**

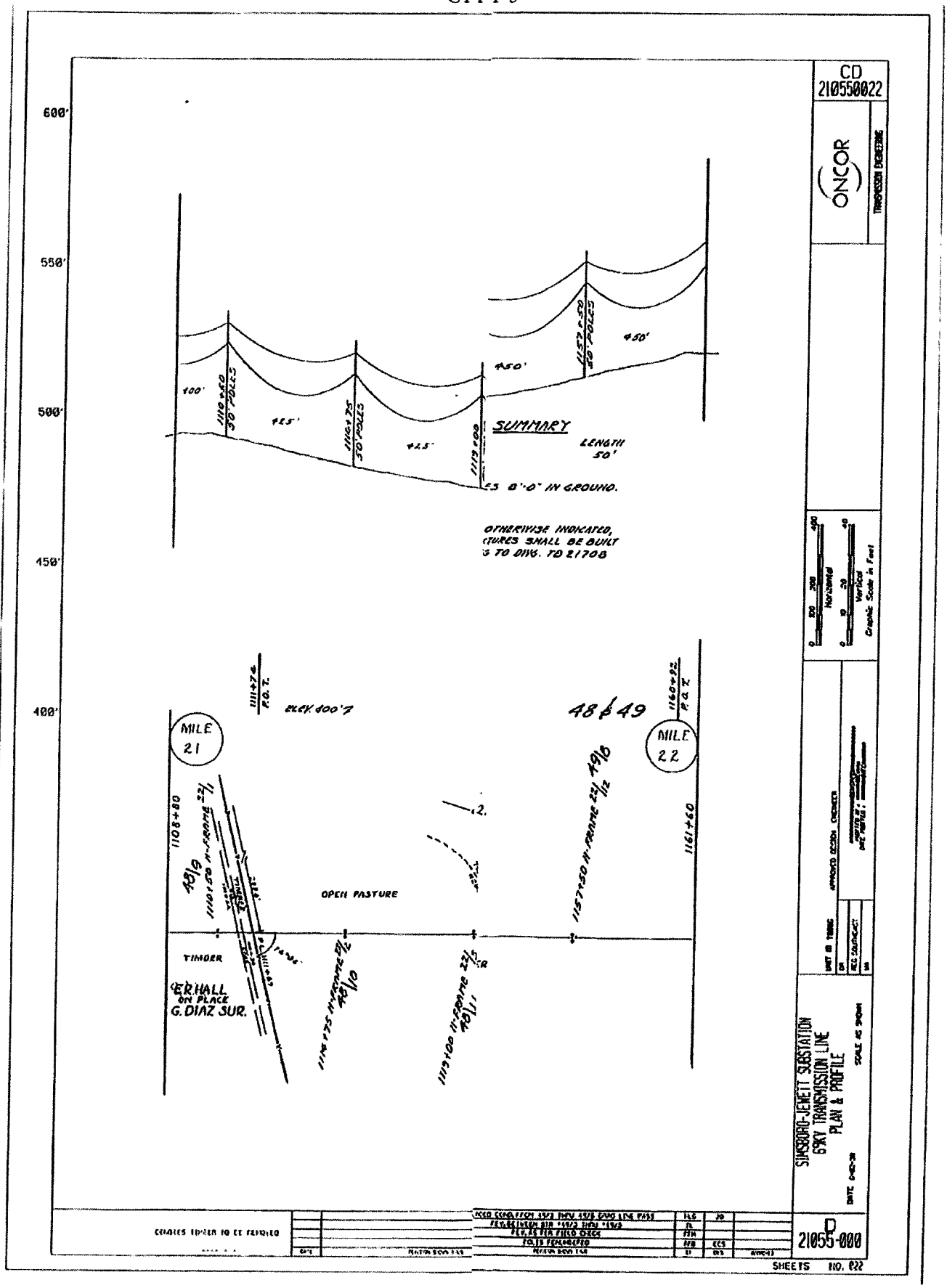
Attachment
CTT 1-5

Expense Code	Description
102	Oncor Labor - Regular Earning, Non-Exempt
105	Oncor Labor - Overtime Earnings, Non-Exempt
108	Non-Productive Time Clearing
120	Contractor Labor, Engineering - Staff Augmented
120	Contractor Labor, Environmental Study - Staff Augmented
126	Contract Labor, Construction - Not Staff Augmented
126	Contract Labor, Inspection - Not Staff Augmented
126	Contract Labor, Geotechnical Study - Not Staff Augmented
126	On Target Supplies & Logistics
130	Materials & Supplies
134	Misc Equip & Tools
137	Contractor, Contract Material & Supplies
307	Business Meals And Entertainme
308	Taxable Meals
309	Other Employee Reimbursable Expenses
401	Legal
499	Other Services (i.e., Surveying)
550	Employee Benefit Loading
560	Retirement Plan Loading
570	Payroll Taxes
580	Other Post Employee Benefits (OPEB Loading)
600	Transportation Services
870	Indirect Construction Overhead
891	Afudc - Debt - Accrual
892	Afudc - Equity - Accrual
900	Miscellaneous Expense (i.e. ROW Agents, Landowner Contact)
944	Damages

Attachment
CTT 1-5



Attachment
CTT 1-5



12.139 OPERATION PLAN: GENERAL REQUIREMENTS.

(1) This section provides a description of the mine operations that will occur within the permit renewal area, for years 2007-2014. The mine planning and design criteria developed for this permit are based on an annual production requirement of approximately 6 to 8 million tons of lignite. Total production over the remaining life-of-mine (2007 – 2018) is expected to be approximately 63 million tons of lignite.

During this permit renewal term, mining operations will develop and recover the lignite reserves within the mine block boundaries shown on the Operation Plan, Exhibit 139-1. Boundaries reflect the area encompassed to achieve lignite removal, parting removal and overburden removal, as well as the area needed for placement of highwall and end-pit slope cuts. Pit ends may vary slightly due to unforeseen or unknown: voids in the lignite seams; faults; spoil slides; or adjoining to previously mined areas. However, expansion of the overall mine boundaries shown on Exhibit 139-1 will not occur without prior approval from the Commission. The mining methods described with this section allow multiple seam lignite recovery, enable proper placement of overburden materials, allow re-establishment of drainage areas, and ensure successful placement of suitable plant growth material (SPGM). The major mining equipment is listed in Table 139-1.

During this permit renewal term, three gas pipelines conflicting with mining activity were either moved, or removed entirely. The dates for these changes were:

Site	Location	Status
Enbridge 8"	Area F	Removed in 2007
Enbridge 12"	Area F	Relocated in 2007
Magellan 16"	Area E	Relocated in spring of 2008
Enbridge Valve Site	Area F	Removed from disturbance area in 2007*

*The Enbridge Valve Site was downgraded to a clean-out site and removed from the disturbance area of the permit by Enbridge.

The four major phases of operation at the Jewett Mine are:

Phase 1: Land clearing, grubbing, surface water drainage control, and groundwater control
Phase 2: Suitable material and overburden removal/placement
Part 2.1: Unique Details of Area "E"
Part 2.2: Unique Details of Area "F"
Phase 3: Lignite removal and transportation
Phase 4: Regrading and reclamation

Phase 1: LAND CLEARING, GRUBBING, SURFACE WATER DRAINAGE CONTROL AND GROUNDWATER CONTROL

Prior to any surface mining activity, all surface improvements including fences and buildings will be removed or relocated from the immediate area, as well as utilities, oil/gas wells, county roads, railroads and public highways. The relocation, removal or setback variance as related to utilities, oil/gas wells, county roads, railroads and public highways will be negotiated with the owner(s) of the facility and/or the appropriate state or county agency.

Clearing and grubbing will take place from 750 to 1000 feet in advance of suitable material/overburden removal operations to accommodate overburden dewatering and other ancillary mining activities. This operation includes uprooting, stacking and burning of the trees and brush ahead of mine operations. Contractors may remove some marketable timber and concrete rubble may be spoiled in mined-out pits. All burning will be in accordance with applicable federal, state, and local ordinances and regulations.

Drainage control facilities such as sedimentation ponds and diversions are constructed during this phase of operations to control runoff from all areas to be disturbed during all mining phases including clearing, grubbing and dewatering activities. Dewatering/depressurization wells may be installed in advance of mining activities for the purpose of groundwater control. Dewatering activities are proposed for all mine areas as described in Section 146(d) of this application. These activities will take place within the disturbance limits shown on Exhibit 145-2.

Phase 2: SUITABLE MATERIAL AND OVERBURDEN REMOVAL/PLACEMENT

A combination stripping system using dozers, scrapers, trucks, backhoes, loaders and draglines is planned for overburden removal to maximize lignite recovery. Walking draglines will be utilized as primary overburden removal equipment. Operating strategy, stratigraphy and geotechnical conditions will determine dragline bench heights and operating modes. Pit bottom widths generally range from 100 feet to 200 feet varying with overburden depth and operating conditions.

Exhibit 139-1 shows the permit term progression of overburden removal and the estimated sequence of the draglines. Draglines are expected to operate in the following digging modes (or some variation thereof): simple sidecast, simple sidecast with chopcut, two pass spoilside with chopcut and three pass spoilside with chopcut (Figures 139.1, 139.2, 139.3, 139.4 respectively).

Mine equipment will selectively handle suitable plant growth material (SPGM), which will consist of oxidized overburden material. The thickness of this material is determined by overburden coring. Some of the cores listed Table 134-3 in this application did not yield suitable material, as indicated by a SPGM depth listed as zero. In the cores that do yield a quantity of suitable material, the depth of suitable material ranges from 4 feet to 44 feet.

SPGM volume data is derived utilizing the mine modeling software (as described in Section 134(b)). Mine planning engineers create detailed active pit diagrams specific to field operations. These diagrams detail the SPGM depths, as well as depth of overburden above the coal seam. Utilizing these diagrams, the location is first staked in the field by surveying, then prebenching operations removes the SPGM in benches primarily using mobile equipment. Benches will vary within the pits due to the variability in SPGM thickness as detailed on the diagram. Draglines may be utilized for handling SPGM, where SPGM thickness is greater than 20 feet. This SPGM material will either be directly placed on regraded spoil areas within the dump radius of the dragline or in a stockpile for loading and final placement by the mobile equipment fleet. In the event that a question arises as to the suitability of any material, they will also have contact information for mine personnel trained in soils identification who can provide assistance in the field. SPGM placement to a depth of four feet will be accomplished as described in Section 145(b)(4).

Overburden removal is scheduled for continuous operation, seven days per week. Table 139-1 lists the major equipment required for mining operations.

Attachment
CTT 1-8

TABLE 139-1
Jewett Mine - Major Equipment List

Walking Draglines	Bottom Dump Trucks
Backhoes	Tractor/Trailer Transport
Dozers	Front End Loaders
Scrapers	Water Trucks
End Dump Trucks	Motor Graders

Where it is not feasible for the draglines to remove all of the overburden from above the lignite, the mobile equipment will remove all or part of the overburden. Mobile equipment will remove the material and transport it for placement on the existing spoil or in the bottom of an empty pit. Where the mobile equipment removes all of the overburden, this removal and transport methodology will be utilized until the coal seam is exposed. Mobile equipment may remove all or part of the overburden assigned to the dragline if increased production is necessary or if additional dragline operating room is required. Scrapers, BWE, dozers, truck/loaders or backhoes and draglines will serve to either prebench or remove overburden down to a coal seam, to a certain engineered depth or the entire pit depth. Prebenching is the process of removing the upper level of overburden which is beyond the physical or economic reach of the dragline. Mobile equipment may be used for prebenching or for removal of interburden (soil between two lignite seams). There will be mobile operations in all mining areas during this permit renewal term.

Mining within a yearly block may progress differently due to variations in strip ratio, lignite quality and overburden depth. To meet customer demand for a specific quality blend, TWCC requires the flexibility to stagger pits to draw on different seams and qualities. When pits are staggered, operations will continue to be conducted to maintain compliance with our specified backfilling and grading timetable and approved variance timeframes; therefore, the year blocks represent the maximum limit of overburden disturbance for that particular year.

Figures 139.1, 139.2, 139.3, and 139.4 are typical mining method cross-sections for all mining areas of the Jewett Mine.

- Figure 139.1 shows the operation in a simple side-cast mode. This method will be used primarily in single-seam areas with overburden less than 100 feet.
- Figure 139.2 shows a typical cross-section of operations in a simple sidecast with chopcut (dragline removing burden above the bench on which it is located) mode. This is also a single-seam operation in overburden depths up to 180 feet.
- Figure 139.3 shows a multi-seam operation in which the dragline will make a first pass to chopcut and top-pass the upper burdens, make a second pass to remove a portion of the lowest burden and then move to the spoilside bench to remove the remaining burden. The overburden depth in this scenario will range from 50 feet to 180 feet.
- Figure 139.4 shows an operation similar to that shown in Figure 139-3 but with the addition of another highwall-side pass to remove an additional upper

burden. The overburden depth in this scenario will range from 50 feet to 180 feet.

- There may be some areas where the actual mining method will be a combination of these described methods.

The postmine topography map (Exhibit 145-1) shows the estimated topography at the end of this permit renewal term.

Depending on circumstances, the sequences may leave pits temporarily inactive. TWCC, upon determining that a pit(s) will be temporarily left inactive, will submit a notice of temporary cessation to the Commission as required by Section 12.397. TWCC may re-enter the inactive pit periodically for lignite removal depending on mine-wide lignite demand requirements. Runoff from inactive pit areas, pit water and dewatering well discharges will be routed through a sedimentation pond(s).

Following mining of adjacent cuts, spoil and final pit highwalls will be reduced to a maximum of 7h:1v slope. The reduction of slopes will be performed with draglines or mobile equipment such as dozers, scrapers, truck/loader, etc. Upon completion of regrading, SPGM consisting of oxidized overburden will be placed to a depth of four feet on top of the regraded spoil. Information on any final pit reclamation is found in permit Section 12.145.

Part 2.1: Unique Details of Area "E"

During this permit renewal term, the dragline will continue digging in the central portion of the area and progress generally to the east. The dragline is expected to operate in the following digging modes (or some variation thereof): simple sidecast, simple sidecast with chopcut, two pass spoilside with chopcut and three pass spoilside with chopcut (Figures 139.1, 139.2, 139.3, 139.4 respectively).

Exhibit 139-1 shows anticipated auxiliary stripping areas. Overburden in these areas is suitable for either mobile or dragline stripping.

As shown on Exhibit 139-1, the north part of Area E consists of the Auxiliary Area and a separate dragline mining block from the south part. Because conditions, such as overburden depth and lignite quality, vary between the two areas, mining progression will differ.

TWCC will uncover coal in the auxiliary area with dozers due to the shallow depth of the overburden. The mining limit (modified in Revision 9) shows removing overburden within the Pond 034 high water limit. The as-built survey from December 2004 for this pond shows roughly 55.9 acre-feet of excess storm and sediment storage due to the borrow area on the northwest side of the pond. That volume will not be used for dewatering output. Mining within Pond 034 will reduce the pond capacity by approximately 10 acre-feet.

The sequence on Exhibit 125-1 shows that the pit in Area E-North will be left open for about two years, from 2012 to 2014. When operations cease in this area, TWCC will apply for a TCO according to the regulations.

Mining in the pit in Area E-South will be completed in 2013. Regrading and development of a final pit pond (RP-E1) will commence, however, the pond cannot be completed until the mining pit to the north is finished in approximately 2017. When operations cease in this area, TWCC will apply for a Backfilling and Grading Variance according to the regulations.

Part 2.2: Unique Details of Area "F"

Two draglines will be digging at the north end and progress to the south. Each dragline is expected to operate in the following digging modes (or some variation thereof): simple sidecast, simple sidecast with chopcut, two pass spoilside with chopcut, three pass spoilside with chopcut (Figures 139.1, 139.2, 139.3, 139.4 respectively). One of these draglines is now located in the F-North mining area, and one is located in the F-South mining area.

In addition, shallow mobile pits were opened at the central portion of Area "F" in 2006 in preparation for dragline mining in the southern half of the area. The dragline, now located in the F-South mining area as stated in the paragraph above, will progress from the northwest corner of the south half toward the southeast corner. A second dragline may be utilized in the southern portion of Area F to meet lignite demands.

Exhibit 139-1 shows anticipated auxiliary stripping areas. Overburden in these areas is suitable for either mobile or dragline stripping. Area F mining will be completed in late 2014 under the current lignite delivery schedule.

Phase 3: LIGNITE REMOVAL AND TRANSPORTATION

Lignite will be mined to meet customer needs of up to 8 million tons per year. During the course of mining, potentially four seams will be exposed. The recoverable lignite seams are C3, C4, C5 and C6 (seam information may be found in Section 12.127). Surface acres mined by year are provided in Section 12.119 of this application.

Backhoes and front end loaders will be the primary lignite loading equipment. Lignite and parting may be ripped prior to loading. Lignite loading is scheduled for continuous operation seven days per week.

Lignite may be removed from multiple locations at any time. The lignite will be transported from the pit areas by either bottom dump haulers or end dump trucks using highwall, endwall and/or spoil side ramps out of the pit. Exhibit 139-1 shows the anticipated haulage network that will be in place during the permit renewal term.

The haulers will deliver the lignite to the existing crushing facility or to existing coal stockpile locations (as shown in Exhibit 139-1).

Interburden (parting) material separated from the seams in the loading operation will be spoiled in various pit areas or used in road/ramp construction. The interburden may be handled by either draglines or mobile equipment.

Phase 4: REGRADING AND RECLAMATION

Mobile equipment or occasionally draglines will be used to reconstruct drainage by leveling and shaping dragline spoil to create a stable, functional and aesthetic topography. Regrade slopes will generally be maintained at 7h:1v or less. The estimated postmine topography for all mined areas is provided in Exhibit 145-1.

Regrade variances are detailed in section .145.

(2)(A) Impoundment and diversion structures will be required to meet discharge standards and control runoff during the permit term. These structures are identified on Exhibit 139-1.

Maintenance of these structures will be performed as required. Impoundment outlets and diversions will be provided with transitions into existing drainage courses, which may extend into road rights-of-way. A variance from Section 12.71(4) is requested to perform the construction and maintenance of these structures up to the road rights-of-way. The required variances are listed in Section 12.152 and shown on Exhibit 152-1.

The embankments of temporary sedimentation ponds will be removed when the ponds are no longer needed. The drainage channel will be reshaped to approximate the original channel. The discharge pipe and any concrete and riprap will be removed. Impoundments utilized for postmine land use are shown on Exhibit 139-1 and listed in Table 148-1. Prior to re-establishment of previously existing intermittent streams, such as Bow Branch in Area E and Buffalo Creek in Area F, plans for the re-establishment will be submitted to the SMRD for approval prior to construction.

(B) Temporary stockpiles for suitable plant growth material are shown on Exhibit 139-1. Stockpiles for the reclamation of final pits are also shown on Exhibit 139-1.

APPROVED SPGM STOCKPILES

Stockpile Name	Mining Area	Approximate Volume CY	Expected Reclamation Date
EFP-2	E	955,800	2019
EFP-3	E	1,308,500	2019
FS-1	F	570,000	2016
FS-2	F	630,000	2016
FS-3	F	300,000	2017
FS-4	F	300,000	2017
FS-5	F	300,000	2017

Attachment
CTT 1-8
PROPOSED SPGM STOCKPILES

Stockpile Name	Mining Area	Approximate Volume CY	Expected Reclamation Date
EFP-1 (moved)	E	658,800	2019
EFP-4	E	800,000	2019
EFP-5	E	800,000	2019
FS-6	F		2017

(C) The construction plans for the lignite handling facility were approved in Permit 15 prior to its construction in 1984. The facility consists of a run-of-mine lignite stockpile, truck dump, two feeder breakers, two 48" conveyor belts and associated weighing and sampling systems. The lignite handling facility will be in use during the full term of the permit renewal and removal is estimated to take place in 2016, during a later permit term. Lignite removal and transportation from pit to truck dump is discussed under Section 12.154

Occasional coal spillage is removed and transported to the coal stockpiles or the pit.

Runoff from the facility area, including washdown water (the facility is cleaned on a regular basis to minimize dust) is collected in sedimentation pond(s).

Facility removal procedures are described in section (E) below.

(D) Non-coal wastes include typical trash generated by office personnel, maintenance waste such as tires, steel cable, electrical cable, rags, crates, fuel and grease drums, fuel and lubricant spillage or used lubricants and construction material wastes. All non-coal waste generated at the mine will be disposed of off the mine site by licensed waste carriers.

Concrete rubble created as waste from the removal of concrete structures will be placed in an open pit.

Texas Westmoreland Coal Co. has no coal processing facilities.

(E) The following mine facilities were approved and constructed under a previous permit and will be in use during this permit renewal term.

- Administration Building/Operation Building/Shop/Warehouse/Equipment Wash Area (approved in Permit 15; still in use in Permit 32F Area)
- Lignite Handling Facility/Original lignite stockpile/Lignite stockpile expansion (approved in Permit 15; still in use in Permit 32F Area)
- Accumulation Site (approved in Permit 15; still in use in Permit 32F Area)
- Erection Site 2 (approved in Permit 15; still in use in Permit 32F Area)
- Area D Lignite Stockpile/Radio Tower Site (approved in Permit 32; still in use in Permit 32F Area)
- Erection Site 3 (approved in Permit 32; still in use in Permit 32F Area)
- Area E Lignite Stockpile (approved in Permit 47; shown on Exhibit 139-1, Sheet 1 of 5)

Facility removal will consist of removal of all components, steel structure and buildings for salvage, and disposal of Class III waste within the cavity of the truck dump or nearby final pit. Items disposed of in the truck dump cavity will be covered with material originally placed as fill for construction of the haulroad and stockpile area. The entire area, including the coal stockpile areas, will be regraded and covered with a minimum of four feet of suitable material as needed and revegetated to permanent standards.

(F) A TCEQ operating permit was granted for the lignite crushing facility. The facility is used daily and is maintained to operate in an efficient manner. When mining operations cease, the facility will be dismantled and the site reclaimed. Additional air pollution control discussion is found in Section 12.143.

Water pollution control facilities for the mine consist of a system of sedimentation ponds and their associated collector ditches. The facilities will be regularly inspected and certified as required in Section 12.347(a), and maintained in a safe and environmentally sound condition. These inspection report forms will be submitted to the Commission on a quarterly basis and pond certifications will be done on an annual basis. When these water pollution control facilities are no longer needed for the mining operations, they will be reclaimed or design plans will be submitted to the appropriate Federal and State authorities for approval of the facility as a permanent structure. Additional water pollution control facilities discussion is found in Section 12.148.

(G.) There are two streams classified as intermittent streams in the permit area. They are Bow Branch and Buffalo Creek. Bow Branch is located in the middle of Area E and Buffalo Creek is located in the southern portion of Area F.

Buffalo Creek:
In September 2006, plans were approved for DO2-BUF Diversion which is a temporary clean water diversion of Buffalo Creek. Construction of the diversion was completed in 2007. Design plans for the permanent location of Buffalo Creek were approved on February 11, 2011. Construction in ongoing and will be completed after mining in Area F-South is completed and surface water control for the area is no longer needed.

Bow Branch:
Bow Branch is located in the active mining area of Area E. A portion has previously been mined through and in the future will be diverted for additional mining activities. Plans ~~are in the process of being submitted to~~ have been approved by the RCT as the Bow Branch Permanent Diversion, for the upper 4,670 linear feet of the channel that had been previously mined through. ~~It is anticipated that plans will be submitted to the RCT by August 2008 once all land owner consultations are received. In the future as mining progresses, Bow Branch will need to be diverted and plans submitted for the permanent diversion. At this time we anticipate the remainder of the Bow Branch permanent diversion to be submitted to the RCT in 2012~~. Mining will remain to the south of the remainder of Bow Branch and a temporary diversion will be needed in a future permit term.

12.125 GENERAL ENVIRONMENTAL RESOURCES INFORMATION

(1) It is anticipated that additional mining permits will be requested for the various subareas as indicated on the life-of-mine map, Exhibit 125-1 and the following table. These are estimates and encompass the proposed total life of surface mining activities.

Acres by Mining Area

Year	E		F		Auxiliary	
	Mined	Disturbed	Mined	Disturbed	Mined	Disturbed
2007	146	87	478	366		
2008	233	291	89	115		
2009	0	113	47	67		
2010	79	184	172	68		
2011	67	112	90	61	538	252
2012	100	104	83	0		
2013	50	0	152	0		
2014	126	14	0	0		
2015	16		0	6		
2016	15		0			
2017	15		0			
2018	15		0			

(2) **CULTURAL RESOURCES**

Cultural resource information for the renewal area was addressed in Section 12.125 of Permit 47, and a copy of the Cultural Resource Management Plan for the Jewett Mine is included in this Supplement as Appendix 125B. In Permit 47, Exhibit 125-2 depicts the cultural resource sites within the permit boundary and Table 125-1 provides the status of the sites. Table 125-1 of the renewal application states that Site 41FT84 is a historic cemetery. Site 41FT84 will be avoided; it will not be disturbed by mining activities. Correspondence with the Texas Historical Commission has been submitted throughout the current permit term and will continue to be submitted during the renewal term, as it occurs.

All protected sites will be marked in the field and fenced to identify the site boundary and adequate buffer. A protected site is considered to be a cemetery or any other cultural resource site that has been determined by the Commission or the THC to require further mitigative work or be avoided.

Attachment
CTT 1-8

12.125 GENERAL ENVIRONMENTAL RESOURCES INFORMATION

(1) It is anticipated that additional mining permits will be requested for the various subareas as indicated on the life-of-mine map, Exhibit 125-1 and the following table. These are estimates and encompass the proposed total life of surface mining activities.

Acres by Mining Area

	PERMIT 32F					PERMIT 47		
Year	**B**	**BX**	**C**	**D**	**DE**	**E**	**F**	**Auxiliary**
2003	74	-	107	103	414	433	66	
2004	212	-	100	65	95	41	272	
2005	277	0	66	106	164	95	285	
2006	163	0	-	-	18	131	245	
2007	124	0	-	-		146	478	
2008	123	0	-	-		233	89	
2009	0	134	-	-		0	47	522
2010	79	78	-	-		79	172	
2011	60	99	-	-		67	90	
2012	0	216	-	-		100	83	0
2013	0	106	-	-		50	87	0
2014	39	155	-	-		38	65	0
2015	39	155				38	0	0
2016	39	155				38	0	
2017	39	155				38	0	
2018	39	155				39	0	

Areas E, F and Auxiliary updated to show acreages from the most recent Revision to the Permit 47A.

~~OPTION 2 – May be seen in Appendix 125B in this section.~~

(2) CULTURAL RESOURCES

The proposed permit area includes that acreage covered under Permit 32E. Cultural resource information was addressed in Permits 32D and 32E. Table 125-1, which was submitted and approved in the 98-03 application, has been updated to provide the most current information and is included in this renewal. Correspondence with the Texas Historical Commission has been submitted throughout the permit term and will continue to be submitted as it occurs. Appendix 125A contains correspondence from the THC from March of 1993.

12.139 OPERATION PLAN: GENERAL REQUIREMENTS.

(1) This section provides a description of the mine operations that will occur within the permit area, for years 2003-2008. The mine planning and design criteria developed for this permit are based on an annual production requirement of up to 10 million tons of lignite. Total production over the life of the mine is expected to be 240 million tons of lignite.

Mining operations will develop and recover the lignite reserves within the mine boundary shown on the detailed operation plan, Exhibit 139-1, during the permit term. Boundaries are approximate to allow for minimal modifications to pit ends due to operational or economic recovery reasons. The mining methods described herein allow multiple seam lignite recovery, enable proper placement of overburden materials, allow re-establishment of drainage areas, and ensure successful placement of suitable plant growth material. The major mining equipment is listed in Table 139-1.

The four major phases of operation at the Jewett Mine are:

Phase 1: Land clearing, Grubbing, Surface water drainage control, and Groundwater control
Phase 2: Suitable material and Overburden removal/placement
- Part 2.1: Unique Details of Area "B"
- Part 2.2: Unique Details of Area "BX"
- Part 2.3: Unique Details of Area "C"
- Part 2.4: Unique Details of Area "D"
- Part 2.5: Unique Details of Area "DE"
- Part 2.6: Unique Details of Area "E"

Phase 3: Lignite removal and transportation
Phase 4: Regrading and reclamation
- Part 4.1: Area "C" Final Reclamation Construction Schedule
- Part 4.2: Area "D" Final Reclamation Construction Schedule

Phase 1: LAND CLEARING, GRUBBING, SURFACE WATER DRAINAGE CONTROL AND GROUNDWATER CONTROL

Prior to any surface mining activity, all surface improvements including fences and buildings will be removed or relocated from the immediate area, as well as utilities, oil/gas wells, county roads, railroads and public highways. The relocation, removal or setback variance as related to utilities, oil/gas wells, county roads, railroads and public highways will be negotiated with the owner(s) of the facility and/or the appropriate state or county agency.

Clearing and grubbing will take place in advance of suitable material/overburden removal operations and other ancillary mining activities. This operation includes uprooting, stacking and burning of the trees and brush ahead of mine operations. Contractors may remove some marketable timber and concrete rubble may be spoiled in mined-out pits. All burning will be in accordance with applicable Federal, State, and Local ordinances and regulations.

Drainage control facilities such as sedimentation ponds and diversions are constructed during this phase of operations to control runoff from all areas to be disturbed during all mining phases including land clearing and grubbing. Dewatering/depressurization wells may be installed in advance of mining activities for the purpose of groundwater control. Dewatering activities are proposed for all mine areas as described in Appendix 146(d) - C of this application.

Phase 2: SUITABLE MATERIAL AND OVERBURDEN REMOVAL/PLACEMENT

A combination stripping system using dozers, scrapers, trucks, backhoes, loaders and draglines is planned for overburden removal to maximize lignite recovery. Walking draglines will be utilized as primary overburden removal equipment. Operating strategy, stratigraphy and geotechnical conditions will determine dragline bench heights and operating modes. Pit bottom widths generally range from 100 feet to 200 feet varying with overburden depth and operating conditions.

Exhibit 139-1 shows annual mine blocks and the estimated sequence of the draglines. The dragline is expected to operate in the following digging modes (or some variation thereof): simple sidecast, simple sidecast with chopcut, two pass spoilside with chopcut and three pass spoilside with chopcut (Figures 139.1, 139.2, 139.3, 139.4 respectively).

Mine equipment will selectively handle suitable material. The thickness of this material is determined by overburden coring and varies from 4 feet to 50 feet. This material will be transported to the regraded areas of the spoil and placed with a minimum thickness of 4 feet.

Overburden removal is scheduled for continuous operation, seven days per week. Table 139-1 lists the major equipment required for mining operations.

TABLE 139-1
Jewett Mine - Major Equipment List

Walking Draglines	Bottom Dump Trucks
Backhoes	Tractor/Trailer Transport
Dozers	Front End Loaders
Scrapers	Water Trucks
End Dump Trucks	Motor Graders

Where it is not feasible for the draglines to remove all of the overburden from above the lignite, scrapers, dozers or truck/backhoe will prebench it. Prebench equipment will remove the material and transport it across or around the pit for placement on the dragline spoil. Prebench equipment may remove overburden assigned to the dragline if increased production is necessary or if additional dragline operating room is required. There will be prebench operations in all mining areas during this permit term. The postmine topography map (Exhibit 145-1) shows the estimated topography at the end of this permit.

Depending on circumstances, the sequences may leave pits temporarily inactive. TWCC, upon determining that a pit(s) will be temporarily left inactive, will submit a

notice of temporary cessation to the Commission as required by Section 12.397. TWCC may re-enter the inactive pit periodically for lignite removal depending on mine-wide lignite demand requirements. Runoff from inactive pit areas, pit water and dewatering well discharges will be routed through a sedimentation pond(s).

Following mining of adjacent cuts, spoil and final pit highwalls will be reduced to a maximum of 5h:1v slope. The reduction of slopes will be performed with draglines or mobile equipment such as dozers, scrapers, truck/shovel, etc. Upon completion of regrading, suitable material will be placed. Information on any final pit reclamation is found in permit section 145.

Part 2.1: Unique Details of Area "B"

A dragline will be operating in this area of the mine during the term of this permit. The pits will generally progress from northwest to southeast.

The Evansville abandoned underground mine is located within the area to be mined. The Evansville sites have been surveyed and mitigated and are addressed in Sections .149 and .125. These areas were approved for mining in a letter from the Railroad Commission of Texas to Northwestern Resources Co. dated June 5, 1995. A copy of this letter is found in section .149 of Permit 32D.

A SPGM stockpile location is proposed on the reclaimed area northeast and adjacent to the preceding Backfilling and Grading variance request area. This site will be utilized to stockpile SPGM for placement on the permanent channel slopes of Cottonwood Springs following construction.

A Backfilling and Grading variance is requested for a 66.8 acre block along the southwestern edge of mining in Area B. The area will be gradually reclaimed as the active pits progress to the south with lignite removal scheduled from 2009 through 2011. This variance should be exhausted by July 31, 2012. Details of this variance request were provided in the Annual Update response.

The auxiliary area adjacent to Sediment Pond 006 will be mined utilizing mobile equipment (backhoe, trucks and dozers). The lignite removal is planned to begin in the 3rd quarter of 2015.

A stockpile for materials excavated during the modification of Sediment Pond 006 and the initial cut of the mining in the auxiliary block is located on the previously approved auxiliary lignite stockpile as shown on Exhibit 139-1, Sheet 4 of 7. The stockpiles will be constructed at 7:1 slopes and vegetation planted as possible. Approximately 100,000 cy of SPGM will be segregated from about 179,000 cy of waste material within the stockpile area. All of the stockpiled material will be used in reclaiming the auxiliary mining area.

Part 2.2: Unique Details of Area "BX"

Activity will begin in this permit term and the overburden removal blocks may be seen on Exhibit 139-1. This area will have mobile equipment and one or two draglines

working in it. Mobile activity associated with the boxcut will begin in 2009. The first dragline will begin work in this area in 2011, beginning in the north and progressing to the south toward the existing FM39. No disturbance within the FM39 right-of-way is planned for this permit term. Construction of the relocation of FM39 will begin in 2008.

A SPGM stockpile with a capacity of approximately 400,000 cy is proposed adjacent to the future mining reserves on the west side of Area BX. It will be constructed of excess cut material from the construction of Pond 037 and the miscellaneous flow diversions. The slopes will be limited to 7h:1v and vegetation planted as possible. The material will be utilized in future reclamation of mined area and facilities. The location of this stockpile is shown on Exhibit 139-1, Sheet 3 of 7.

A SPGM stockpile with a capacity of approximately 2,800,000 cy is proposed on the north side of Area BX. It will be constructed of material from the prebench area in advance of the dragline operation. The slopes will be limited to 7h:1v and vegetation planted as possible. The material will be utilized in future reclamation of mined area and facilities. The material is expected to be utilized and the area reclaimed in 2019. The location of this stockpile is shown on Exhibit 139-1, Sheets 3 and 4 of 7.

Part 2.3: Unique Details of Area "C"

The dragline pits will progress to the east until they reach the mining limit shown on Exhibit 139-1. The pits will then be oriented east-west and progress to the north until

they reach the mining limit shown on Exhibit 139-1. This area will be mined out in this permit term.

Part 2.4: Unique Details of Area "D"

This area will have mobile equipment and a dragline operating in it. The pits will progress from north to the southern limit and then from east to west.

Part 2.5: Unique Details of Area "DE"

A dragline will be operating in this area of the mine during the term of this permit. The pits will progress from the western edge of the area, to the east.

A Backfilling and Grading Variance is requested for a 9.7 acres block in order to create and establish a more natural drainage pattern and provide a landscape that is more visually appealing.. This area will be backfilled and graded by June 30, 2010. Details of this variance request were provided in the Revision 25 submittal.

Part 2.6: Unique Details of Area "E"

A dragline and mobile equipment will be operating in this area of the mine during the term of this permit. The pits will just touch it in 2003 and then as they progress east will be in it again in 2005.

Phase 3: LIGNITE REMOVAL AND TRANSPORTATION

Lignite will be mined to meet customer needs of up to 10 million tons per year. During the course of mining, potentially four seams will be exposed. The recoverable lignite seams are C3, C4, C51, C52 and C6 (seam information may be found in Section 127). Surface acres mined by year are provided in Section 119 of this application.

Backhoes and front end loaders will be the primary lignite loading equipment. Lignite and parting may be ripped prior to loading. Lignite loading is scheduled for continuous operation seven days per week.

Lignite may be removed from multiple locations at any time. The lignite will be transported from the pit areas by either bottom dump haulers or end dump trucks using highwall, endwall and/or spoil side ramps out of the pit. Exhibit 139-1 shows the anticipated haulage network that will be in place during the permit term.

The haulers will deliver the lignite to the existing crushing facility or to existing coal stockpile locations (as shown in Exhibit 139-1).

Interburden (parting) material separated from the seams in the loading operation will be spoiled in various pit areas or used in road/ramp construction. The interburden may be handled by either draglines or mobile equipment.

The project continues continues to be delayed due to the delays in issuance of the water rights permit from TCEQ. As of November 24, 2014 TWCC has not received the approved water rights in order to construct the Area D and DX Ponds from the TCEQ.

Construction activities remaining in this project are shown in revised Figure 5.

Changes from the approved schedule:
As noted above, changes to the construction schedule consist of moving the construction timeline back assuming approval in 2015 of water rights from the TCEQ.

(2)(A) Impoundment and diversion structures will be required to meet discharge standards and control runoff during the permit term. These structures are identified on Exhibit 139-1. Construction specifications of these structures are detailed in Sections 148 and 150.

Maintenance of these structures will be performed as required. Impoundment outlets and diversions will be provided with transitions into existing drainage courses which may extend into road rights-of-way. A variance from Section .071(4) is requested to perform the construction and maintenance of these structures up to the road rights-of-way. The required variances are listed in Section 152 and shown on Exhibit 152-1.

The embankments of temporary sedimentation ponds will be removed when the ponds are no longer needed. The drainage channel will be reshaped to approximate the original channel. The discharge pipe and any concrete and riprap will be removed. Impoundments utilized for postmine land use will be identified and plans submitted at a later date.

(B) Material that remains after construction will be graded to conform to the surrounding area, topsoiled if necessary and revegetated. The location and type of any actual stockpiles will be submitted in plan modifications after construction. These stockpiles will be used during final reclamation of the pond or road, or approval obtained to leave them as permanent structures. Stockpiles will be constructed using a variety of mobile equipment. Erosion control measures will be taken to minimize material loss. Drainage will be routed through sediment ponds. Following redistribution of material, the area will be regraded and revegetated.

(C) The construction plans for the lignite handling facility were previously approved. The facility consists of a run-of-mine lignite stockpile, truck dump, two feeder breakers, two 48" conveyor belts and associated weighing and sampling systems. The lignite handling facility will be in use during the full term of the permit and removal will take place during a later permit term. Lignite removal and transportation from pit to truck dump is discussed under Section .154

Occasional coal spillage is removed and transported to the coal stockpiles or the pit.

Runoff from the facility area, including washdown water (the facility is cleaned on a regular basis to minimize dust) is collected in sedimentation pond(s).

Facility removal procedures are described in section (E) below.

(D) Non-coal wastes include typical trash generated by office personnel, maintenance waste such as tires, steel cable, electrical cable, rags, crates, fuel and grease drums, fuel and lubricant spillage or used lubricants and construction material wastes. The majority of the non-coal waste generated at the mine will be disposed of off the mine site by licensed waste carriers.

Concrete rubble created as waste from the removal of concrete structures may be placed in an open pit.

Texas Westmoreland Coal Co. has no coal processing facilities.

(E) The following mine facilities were approved and constructed under the previous permit and will be in use during this permit term.

Administration Building	Operation Building	Lignite stockpile expansion
Shop/Warehouse	Accumulation Site	Area D Lignite Stockpile
Erection Site 2	Erection Site 3	Radio Tower Site
Equipment Wash Area	Lignite Handling Facility	Original lignite stockpile

Facility removal will consist of removal of all components, steel structure and buildings for salvage and disposal of unsalvaged items and concrete within the cavity of the truck dump. Items disposed of in the truck dump cavity will be covered with material originally placed as fill for construction of the haulroad and stockpile area. The entire area, including the coal stockpile areas, will be regraded and covered with a minimum of four feet of suitable material as needed and revegetated to permanent standards.

(F) A TNRCC operating permit was granted for the lignite crushing facility. The facility is used daily and is maintained to operate in an efficient manner. When mining operations cease, the facility will be dismantled and the site reclaimed. Additional air pollution control discussion is found in Section 143. Water pollution control facilities for the mine consist of a system of sedimentation ponds and their associated collector ditches. The facilities will be regularly inspected as required in .347(a), with certifications and maintained in a safe and environmentally sound condition. These inspection report forms will be submitted to the Commission on a quarterly basis and pond certifications will be done on an annual basis. When these facilities are no longer needed for the mining operations, they will be reclaimed. Additional water pollution control facilities discussion is found in Section 148.

Attachment
1-10

(2) Cable couplers shall be adequate for the intended current and voltage.

(3) Cable couplers with any metal exposed shall be grounded to the ground conductor in the cable.

(4) Couplers shall be constructed to cause the ground check continuity conductor to break first and the ground conductor last when being uncoupled when pilot check circuits are used.

(b) Cable connection boxes shall be of substantial construction and designed to guard all energized parts from personal contact.

77.806 Connection of single-phase loads.

Single-phase loads, such as transformer primaries, shall be connected phase to phase in resistance grounded systems.

77.807 Installation of high-voltage transmission cables.

High-voltage transmission cables shall be installed or placed so as to afford protection against damage. They shall be placed to prevent contact with low-voltage or communication circuits.

77.807-1 High-voltage powerlines; clearances above ground.

High-voltage powerlines located above driveways, haulageways, and railroad tracks shall be installed to provide the minimum vertical clearance specified in National Electrical Safety Code: Provided, however, That in no event shall any high-voltage powerline be installed less than 15 feet above ground.

77.807-2 Booms and masts; minimum distance from high-voltage lines.

The booms and masts of equipment operated on the surface of any coal mine shall not be operated within 10 feet of an energized overhead powerline. Where the voltage of overhead powerlines is 69,000 volts, or more, the minimum distance from the boom or mast shall be as follows:

Nominal power line voltage (in 1,000 volts)	Minimum distance (feet)
69-114	12
115-229	15
230-344	20
345-499	25
500 or more	35

77.807-3 Movement of equipment; minimum distance from high-voltage lines.

When any part of any equipment operated on the surface of any coal mine is required to pass under or by any energized high-voltage powerline and the clearance between such equipment and powerline is less than that specified in § 77.807-2 for booms and masts, such powerlines shall be deenergized or other precautions shall be taken.

77.808 Disconnecting devices.

Disconnecting devices shall be installed at the

Attachment
CTT 1-12

Altavilla, Mike

From: von Sehrwald, Olaf D.
Sent: Tuesday, June 30, 2015 1:03 PM
To: Altavilla, Mike; Parisher, Elaine; Smith, Debbie
Subject: FW: refund (71249339)

This is for the CenterPoint line lowering for DL27 walk done in early April.

Check is apparently in the works.

I received a reply from Oncor yesterday that they still have not completed their invoice. It took them many months last time. I am expecting a refund from them as well.

Olaf.

From: Rennie, Katherine L. [mailto:katherine.rennie@centerpointenergy.com]
Sent: Tuesday, June 30, 2015 12:26 PM
To: von Sehrwald, Olaf D.
Cc: Kouwe, Mark L.; Humble, Dana S.
Subject: refund (71249339)

Olaf,
Attached is a breakdown of expenses for the temporary relocation of our facilities which indicates that CenterPoint owes Texas Westmoreland Coal Company a refund in the amount of $8,382.04. I have put in a request for the disbursement of the check and will forward it to you as soon as I receive it.

Thank you for your patience. If you have any questions, or if I can be of further assistance, please feel free to contact me at the number listed below or you can email me. ☺

(\O/) Have a blessed day!
-/_\-

Kathy

Katherine Rennie SR/WA, R/W-NAC
Senior Right of Way Agent
Office-713-207-6397
Fax- 713-207-9040

E-mail Address: katherine.rennie@centerpointenergy.com
Street Address: 1111 Louisiana, Suite 702-B Houston, Texas 77002
Mail address: P.O. Box 1700 Houston, Texas 77251-1700

Attachment
CTT 1-12

Relocation for Westmoreland Coal Company at Limestone
Data as of 04/14/2015

rel Order 71249339 PNO 266-14-0472 VESSEL MOVE AT LIMESTONE

Cost elem.	Cost element (Text)	Total act.costs
559994	A & G Exp-Contrib in Aid of Constr	$ (110,000.00)
522010	Employ Rel Exp-Employee Travel	$ 4,197.19
522060	Employ Rel Exp-Bus Meals	$ 1,468.86
530999	M&S Expenses - Inventory Issued	$ 234.98
531030	M&S Exp-Purch Vehicle Fuel	$ 1,073.58
535010	M&S Exp-Office Supplies	$ 34.24
540080	Contr&Svcs-Billable Contracted Labor	$ 28,950.47
641002	Stores Overhead	$ 237.27
641003	Transportation OH	$ 12,514.35
643001	Union Labor Straight Time-Int	$ 35,331.57
643002	Union Labor 1.5 Time-Int	$ 5,920.05
643003	Union Labor-Dbl Time-Internal Act Alloc	$ 11,655.40

Attachment
CTT 1-12

Total Incurred	**$**	**101,617.96**
Customer Paid	**$**	**110,000.00**
Refund Due	**$**	**8,382.04**

Attachment
CTT 1-12

CenterPoint Energy

CenterPoint Energy
P. O Box 1700
Houston, TX 77251-1700

October 23, 2014

Texas Westmoreland Coal Company
P.O. Box 915
4336 FM 39 South
Jewett, Texas 75846
ATTN: Olaf von Sehrwald, Project Manager

SUBJECT: **Facilities Relocation on Texas Westmoreland Coal Company Jewett Mine property adjacent to the NRG's Limestone Electric Generating Station located in Jewett, Texas. SAP 71249339.**

Dear Mr. Sehrwald:

This letter is to confirm the agreement between CenterPoint Energy Houston Electric. LLC ("CenterPoint Energy") and Texas Westmoreland Coal Company (the "Customer") regarding the terms of the above mentioned project, to wit:

1) CenterPoint Energy will temporarily relocate its 345kV Electric Transmission Facilities which are a part of Circuits 74D and 98E and are located between CenterPoint Structures #23891 and #23895, together with the wires and appurtenances, the "Facilities". The Facilities will be temporarily lowered and buried, as determined by CenterPoint Energy's Transmission Design and Project Engineering group, to allow Customer's excavation crane and related equipment (the "Customer's Equipment") to safely cross CenterPoint Energy's transmission right of way. Once the Customer's Equipment has been relocated to the other side of CenterPoint Energy's right of way, CenterPoint Energy will reinstall its Facilities to their original positions on said structures, (collectively, the "Transmission Facilities Relocation Work").

2) The projected date for the Transmission Facilities Relocation Work to begin is March 27, 2015, subject to storm restorations and/or outage approvals by the Electric Reliability Council of Texas ("ERCOT").

3) CenterPoint Energy will require the Customer to provide a contribution in aid of construction ("CIAC") in the amount of $110,000.00 **in advance** of performing the Transmission Facilities Relocation Work. Customer's CIAC is to provide funding for the structure(s) and other facilities, materials, equipment, and labor required for performing the Transmission Facilities Relocation Work. Any difference, over or under, between the CIAC payment and the actual costs will be reconciled following completion of the project.

Completion of the Transmission Facilities Relocation Work by the requested date at the estimated cost is contingent upon a number of factors, many of which are beyond CenterPoint Energy's control. To the extent these factors are not in place as estimated, the timing and cost of the Transmission Facilities Relocation Work may vary. These factors include, but are not limited to, the following:

Attachment
CTT 1-12

1. CenterPoint Energy's Transmission Facilities Relocation Work is anticipated to begin during normal working hours on or about March 27, 2015 and it is expected that it will run into overtime hours.

2. It is anticipated that CenterPoint Energy's Transmission Facilities Relocation Work will require an interruption of electric delivery service to other customers. Such interruptions will be scheduled at reasonably agreeable times so as to reasonably reduce the inconvenience caused by such interruption.

In the event this Facilities Relocation by CenterPoint Energy should interfere with any agreement between Customer and its Competitive Retailer, then except to the extent any claim is due to the negligence or willful misconduct of CenterPoint Energy, **CUSTOMER SHALL HOLD HARMLESS AND INDEMNIFY CENTERPOINT ENERGY FROM ANY ACTION BY THE COMPETITIVE RETAILER, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM BY THE COMPETITIVE RETAILER FOR LOSS OF REVENUE, SUCH AS CONTRACT MINIMUM.**

If the foregoing is in accordance with your understanding, please indicate your acceptance by having this letter executed in the space indicated below by a duly authorized representative of Customer, signed in the presence of a Notary Public, and returned to me for my signature, along with the required CIAC payment in the amount of **$110,000.00,** using the delivery information below. The check should be made payable to CenterPoint Energy Houston Electric, LLC. Upon receipt of this signed agreement and check, CenterPoint Energy will return a fully executed document to your attention.

Mail

CenterPoint Energy
Surveying & Right of Way Division
P.O. Box 1700
Houston, Texas 77251-1700
Attn: Kevin A. Meals

Courier

CenterPoint Energy
Surveying & Right of Way Division
1111 Louisiana
Houston, TX 77002
Attn: Kevin A. Meals

The acceptance of this letter agreement, remittance of the required CIAC by Customer, and provision of any needed rights-of-way to CenterPoint Energy will provide authority to CenterPoint Energy to proceed with the work. If this executed letter agreement and the required CIAC by customer have not been received by CenterPoint on or before February 1, 2015, this letter agreement will cease to be effective on that date.

A fully signed and notarized faxed or PDF copy shall be considered as good as a signed original.

Sincerely,

K. A. Meals

Kevin A. Meals, Manager, Survey & Right-of-Way
Agent and Attorney-in-Fact for CenterPoint Energy Houston Electric, LLC,
a Texas limited liability company

Attachment
CTT 1-12

APPROVED AND ACCEPTED this 30 day of October, 2014.

Texas Westmoreland Coal Company

BY: _____
Signature

J. Denny Kingsley
Name typed or printed

President
Title

STATE OF TEXAS }

COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Kevin A. Meals**, Manager of Survey & Right-of-Way Division, as Agent and Attorney-in-Fact for CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of December 2014.

KATHERINE RENNIE
Notary Public, State of Texas
My Commission Expires 07-25-2018

_____
Notary's Signature

STATE OF Texas }

COUNTY OF LIMESTONE }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared J. Denny Kingsley, President of Texas Westmoreland Coal Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (__)he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of Oct. 2014.

JEROME KIRCHMEIER
Notary Public
STATE OF TEXAS
My Comm. Exp. March 25, 2016

_____
Notary's Signature

Attachment
CTT 1-17

- **Part Number:** 1926
- **Part Title:** Safety and Health Regulations for Construction
- **Subpart:** CC
- **Subpart Title:** Cranes & Derricks in Construction
- **Standard Number:** 1926.1408
- **Title:** Power line safety (up to 350 kV)--equipment operations.
- **GPO Source:** e-CFR

TABLE A—MINIMUM CLEARANCE DISTANCES

Voltage (nominal, kV, alternating current)	Minimum clearance distance (feet)
up to 50	10
over 50 to 200	15
over 200 to 350	20
over 350 to 500	25
over 500 to 750	35
over 750 to 1,000	45
over 1,000	(as established by the utility owner operator or registered professional engineer who is a qualified person with respect to electrical power transmission and distribution)

Note: The value that follows "to" is up to and includes that value. For example, "over 50 to 200" means up to and including 200kV.