

1 HON. JAMES A. MANLEY  
2 20<sup>th</sup> Judicial District Court  
3 Lake County Courthouse  
4 106 Fourth Avenue East  
5 Polson, MT 59860  
6 (406) 883-7250

7  
8 **MONTANA EIGHTH JUDICIAL DISTRICT COURT, CASCADE COUNTY**

9 MONTANA ENVIRONMENTAL  
10 INFORMATION CENTER,

11 Plaintiff,

12 vs.

13 MONTANA PUBLIC SERVICE  
14 COMMISSION, MONTANA DEPARTMENT  
15 OF PUBLIC SERVICE REGULATION, and  
16 NORTHWESTERN CORPORATION d/b/a  
17 NORTHWESTERN ENERGY,

18 Defendants.

Cause No. DDV-18-0640

19 **ORDER**  
20 **REVERSING MONTANA**  
21 **PUBLIC SERVICE COMMISSION**  
22 **FINAL ORDER 7578B**

23 This case is an appeal of Final Order 7578b of the Montana Public Service Commission  
24 (“Commission”), which granted NorthWestern Energy’s requests to waive compliance with a  
25 legal requirement under the Renewable Power Production and Rural Economic Development Act  
26 to purchase energy from Community Renewable Energy Projects (“CREP” resources) in 2015  
and 2016. See Mont. Code Ann. § 69-3-2004(4)(b).

In adopting the CREP-purchase obligation, the Montana Legislature sought to afford  
benefits to local communities across Montana from the positive economic and environmental  
outcomes of renewable energy development. Id. § 69-3-2002. The record shows that, in every

1 year since 2012, when NorthWestern was first required to purchase CREP power, the  
2 Commission has waived compliance and declined to assess any administrative penalties. At  
3 issue in this case are the Commission’s waiver decisions for 2015 and 2016.

4  
5 For the reasons set forth below, this Court finds that the Commission failed to reasonably  
6 evaluate whether NorthWestern took “all reasonable steps” to achieve compliance with the  
7 CREP-purchase requirement for 2015, Mont. Code Ann. § 69-3-2004(11)(a), and that the  
8 Commission’s ultimate conclusion, that NorthWestern met this standard, was arbitrary and  
9 clearly erroneous in light of the record evidence.

10 Accordingly, Final Order 7578b is reversed.

11  
12 **STANDARD OF REVIEW**

13 1. The Commission’s Final Order is reviewed under Mont. Code Ann. §§ 69-3-402 and  
14 2-4-704. Under Section 69-3-402, this Court may vacate the Commission’s decision if it is  
15 “unlawful or unreasonable.” Mont. Code Ann. § 69-3-402(1). And under Section 2-4-704 of the  
16 Montana Administrative Procedure Act (“MAPA”) the court may reverse or modify the  
17 Commission’s decision if appellant’s substantial rights have been prejudiced because the  
18 decision is arbitrary, capricious, unlawful, or not supported by substantial evidence. An agency  
19 action is arbitrary if it fails to consider “relevant factors” under the statutes the agency  
20 administers. *Clark Fork Coal. V. Mont. Dept. of Env’tl. Quality*, 2008 MT 407, ¶21, 347 Mont.  
21 197, 197 P.3d 482. While a court is not to substitute its judgment for that of the agency, the  
22 agency must examine the relevant data and articulate a satisfactory explanation for its action,  
23 including a rational connection between the facts found and the choice made.” *Id.* ¶ 47.

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1           2.       Under MAPA, a party seeking judicial review of an agency decision is “entitled to  
2 have the court’s decision based on a review of the complete administrative record.” Owens v.  
3 Mont. Dep’t of Revenue, 2006 MT 36, ¶ 14, 331 Mont. 166, 130 P.3d 1256. While the Court  
4 may affirm the Commission’s decision based only on “the grounds and reasons set forth in the  
5 order,” rather than post-hoc rationale supplied by counsel, Montana-Dakota Utilities Co. v.  
6 Mont. Dep’t of Pub. Serv. Regulation, 223 Mont. 191, 725 P.2d 548 (1986), the Court must  
7 nevertheless review the underlying record to determine whether the Commission’s decision was  
8 clearly erroneous or not based on the relevant factors. See Clark Fork Coal., ¶ 21.

9  
10           3.       The contents of the administrative record under MAPA are governed by Mont. Code  
11 Ann. § 2-4-614(1), and include:

- 12           (a) all pleadings, motions, and intermediate rulings;
- 13           (b) all evidence received or considered, including a stenographic record of oral  
14 proceedings when demanded by a party;
- 15           (c) a statement of matters officially noticed;
- 16           (d) questions and offers of proof, objections, and rulings on those objections;
- 17           (e) proposed findings and exceptions;
- 18           (f) any decision, opinion, or report by the hearings examiner or agency member  
19 presiding at the hearing, which must be in writing;
- (g) all staff memoranda or data submitted to the hearings examiner or members of  
          the agency as evidence in connection with their consideration of the case.

20           Despite Mont. Code Ann. § 2-4-614(1)(b) and (g), the Commission argues that the  
21 administrative record in this case should exclude the transcription of the Commission’s  
22 September 11, 2018 work session and the August 30, 2018 recommendation memorandum  
23 prepared by Commission staff and submitted to the Commission on August 30, 2018. The  
24 Commission’s argument is inconsistent with this statute. The Commission itself included these  
25 documents in the “certified copy of the administrative record” that it filed with the Court on  
26

1 December 10, 2018. While certain commission members are understandably reluctant to have  
2 their transcribed statements considered, or the staff memorandum considered, those are part of  
3 the record before the court, and the Court considered the entire record filed by the Commission.  
4

5 **Legal and factual findings**

6 4. The Renewable Power Production and Rural Economic Development Act requires  
7 public utilities, including NorthWestern, to purchase a certain amount of electricity output from  
8 community renewable energy projects, or “CREP” resources. Mont. Code Ann. § 69-3-  
9 2004(3)(b), (4)(b). The Act defines a CREP resource as an eligible renewable resource that has  
10 no greater than 25 megawatts in total generating capacity, and either “local owners have a  
11 controlling interest” or it is “owned by a public utility.” Id. § 69-3-2003(4). The Act obligates  
12 NorthWestern to purchase electricity from CREP resources if it is “demonstrated through a  
13 competitive bidding process that the total cost of electricity from that [CREP resource] ... is less  
14 than or equal to bids for the equivalent quantity of power over the equivalent contract term from  
15 other electricity suppliers.” Id. § 69-3-2007(1).  
16

17 5. From 2012 to 2014, the Act required NorthWestern to obtain 44 megawatts of  
18 energy from CREP resources, see id. § 69-3-2004(3)(b) and (c), which amounts to at least two  
19 CREP resources, given the generating capacity of any single CREP resource must be 25  
20 megawatts or less. Beginning in January 2015, the amount of energy NorthWestern must acquire  
21 from CREP resources rose to 65.4 megawatts. See id. § 69-3-2004(4)(a); see also AR Tab 56, at  
22 3 (table depicting NorthWestern’s CREP obligation). The Act’s purchase requirements are  
23 incremental, affording NorthWestern four years to meet its total obligation of 65.4 megawatts.  
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1           6.       The Act requires the Montana Public Service Commission to impose an  
2 administrative penalty on a public utility that fails to meet its statutory obligation to acquire  
3 CREP resources in a given year. Mont. Code Ann. § 69-3-2004(10). However, the Commission  
4 may grant a “short-term waiver” from the CREP-purchase and penalty provisions if the utility  
5 demonstrates that it “has undertaken all reasonable steps” to comply, “but full compliance cannot  
6 be achieved ... for other legitimate reasons that are outside the control of the public utility.” *Id.*  
7 § 69-3-2004(11)(a); *see, also*, Admin. R. Mont. 38.5.8301(4) (waiver provision).

9           7.       As of the time relevant here, up to 2016, NorthWestern had never met its CREP-  
10 purchase obligations under the Act and the Commission had never required NorthWestern to pay  
11 a penalty for non-compliance.

12           8.       At issue in this case are NorthWestern’s waivers from its CREP-purchase obligation  
13 for 2015 and 2016, which were consolidated before the Commission and addressed in a single  
14 evidentiary hearing and final order.

15  
16           ***The 2015 Waiver***

17           9.       For the 2015 compliance year, NorthWestern’s petition documented that it  
18 conducted a Request for Proposals (“RFP”) for CREP resources that generated four finalists—  
19 two proposals for power-purchase agreements or PPAs (Greycliff and New Colony) and two  
20 proposals for build-transfer projects (Tiger Butte and Judith Gap II). AR Tab 5, at SEL-7.  
21 NorthWestern’s criteria for the RFP required, among other things, that all projects *must be*  
22 *operational by the end of 2015*, AR Tab 5, Ex. SEL-2, at 4, refusing to accommodate longer  
23 development timeframes that are typically required to plan, permit, and develop energy projects,  
24 including CREP resources. AR Tab 61, at 7 (Commission staff memorandum).

1           10. Both build-transfer finalists had higher viability scores than the two PPA finalists,  
2 AR Tab 5, Ex. SEL-3, at 2-8 (projects 5 and 6), and one (Tiger Butte) was the least-cost  
3 proposal, id. Ex. SEL-4, at 7 (final column). NorthWestern rejected both in favor the Greycliff  
4 and New Colony PPAs. See AR Tab 5, at B JL-13. Before signing agreements with Greycliff  
5 and New Colony, NorthWestern did not investigate whether the proposals satisfied the statutory  
6 requirement that CREP resources be locally owned. AR Tab 42, at B JL-3 to 5. Subsequently,  
7 on May 18, 2015, the Commission found that Greycliff did not satisfy the Act’s local-ownership  
8 requirement. AR Tab 5, at B JL-13. The developer of Greycliff, as well as New Colony, which  
9 had a similar ownership structure to Greycliff, therefore terminated the PPAs. Id.

11           11. After the PPAs were found ineligible, NorthWestern did not pursue further  
12 negotiations with either build-transfer project, both of which would have satisfied CREP-  
13 ownership requirements (because they would be sold to NorthWestern). Mont. Code Ann. § 69-  
14 3-2003(4)(b). Although not discussed in NorthWestern’s pre-filed testimony submitted during  
15 the Commission proceeding, late in that proceeding NorthWestern asserted that its failure to  
16 continue negotiations regarding the Tiger Butte build-transfer project, which NorthWestern’s  
17 consultant awarded a perfect viability rating, was because of alleged environmental concerns  
18 with the site. AR Tab 61, at 9. However, as Commission staff observed, “NorthWestern  
19 presented no evidence or documentation” of these concerns. Id.

22           12. NorthWestern purchased no electricity from CREP resources in 2015.

23           13. Following an evidentiary hearing on April 4, 2018 and post-hearing briefing by the  
24 parties, the Commission’s staff issued a memorandum in which it recommended that the  
25 Commission deny NorthWestern’s request for a CREP-compliance waiver for compliance year  
26 2015. See AR Tab 61.

1           14.     Despite the recommendation of its staff to deny NorthWestern’s waiver request for  
2 2015, the Commission granted it.

3           15.     The Commission held a work session on September 11, 2018, during which the  
4 Commissioners voted 3-2 to grant NorthWestern’s CREP-compliance waivers for 2015 and  
5 2016. See AR Tab 62 (work session transcript). During the work session, Commissioners who  
6 voted to grant the waivers asserted that their reason for doing so was their personal opinions that  
7 the CREP law itself is unreasonable, and they wished to “*send a message*” to the State  
8 legislature. AR Tab 62 at 7:20-21, 9:9-15. This reason for decision was not carried into or  
9 mentioned in the final 3-2 Commission order to grant the waivers.  
10

11           16.     The Commission’s Final Order, dated September 24, 2018, memorialized its oral  
12 decision, though not its oral reasoning or justification. With respect to the 2015 waiver, the  
13 Commission identified three steps that it found were reasonable in NorthWestern’s attempt to  
14 comply with its 2015 CREP-purchase obligation:  
15

- 16                   1) NorthWestern issued an RFP on June 13, 2014;
- 17                   2) NorthWestern hired a third-party consultant to administer its RFP; and
- 18                   3) NorthWestern signed PPAs with two projects. Final Order 7578b ¶¶ 8, 17.

19           The Commission also found that NorthWestern was prevented from complying based on a factor  
20 beyond its control, namely, the Commission’s decision that the PPAs’ ownership structure did  
21 not meet the local-ownership criterion for CREP resources. Id.

22           17.     As Defendants conceded, the Final Order did not address several issues raised by its  
23 own staff and intervenors regarding reasonable steps that NorthWestern failed to take to achieve  
24 compliance with its 2015 CREP-purchase obligation. This omission itself renders the  
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1 Commission's 2015 waiver decision arbitrary because, "[i]t is, of course, the duty of PSC to  
2 make explicit findings on material issues raised in the administrative proceedings[,] ... and the  
3 findings on material issues should be sufficient to permit a reviewing court to follow the  
4 reasoning process of the agency." Montana-Dakota Utilities Co., 223 Mont. at 196 (citing N.  
5 Plains Res. Council v. Bd. of Natural Res., 181 Mont. 500, 522-23, 594 P.2d 297, 310 (1979)).  
6  
7 The post-hoc rationalizations offered by counsel for the Commission and NorthWestern in this  
8 appeal are irrelevant, because the Commission's decision "must be judged on the grounds and  
9 reasons set forth in the order, and no other grounds should be considered." Id.

10 18. In addition, the Commission's conclusion that NorthWestern took "all reasonable  
11 steps" to comply was arbitrary and clearly erroneous in light of the record, warranting reversal of  
12 the Commission's 2015 waiver decision.

13  
14 19. First, the Commission did not rationally consider evidence that NorthWestern failed  
15 to reasonably investigate Greycliff's and New Colony's CREP eligibility. NorthWestern took  
16 the position that "it is not NorthWestern's responsibility to ensure that projects submitted to it by  
17 developers meet the CREP ownership status." AR Tab 20, Response to PSC-005(b). On the  
18 contrary, the Commission's rules require utilities to "complete due diligence regarding bid  
19 qualifications ... and project feasibility before selecting an offer for the shortlist" in a  
20 competitive solicitation such as the CREP RFP. Admin. R. Mont. 38.5.8212(2)(d). The  
21 Commission previously cautioned NorthWestern that its consistent failure to investigate CREP  
22 ownership structures "may be contributing to NorthWestern's failure to meet its CREP  
23 obligations." See In the Matter of NorthWestern Energy's Petition for a Waiver from Full  
24 Compliance with the Community Renewable Energy Project Purchase Obligation for Calendar  
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1 Year 2014, Dkt. No. D2015.3.27, Order 7416b ¶ 18 (May 17, 2016). Further, while a CREP  
2 waiver is allowed only if “legitimate reasons that are outside the control of the public utility”  
3 prevented compliance, Mont. Code Ann. § 69-3-2004(11)(a) (emphasis added), Commission  
4 staff specifically found that NorthWestern “had the control to conduct marginal due diligence to  
5 ensure that a finding of compliance was plausible,” AR Tab 61, at 15 (emphasis added). The  
6 Defendants did not point to any contrary record evidence. In light of the NorthWestern’s failure  
7 to undertake due diligence to ensure the CREP eligibility of the Greycliff and New Colony  
8 proposals, the Commission’s determination that NorthWestern took all reasonable steps was  
9 arbitrary and clearly erroneous.

11           20.     Second, the record evidence shows that NorthWestern failed to accommodate  
12 realistic CREP-development timeframes when it required projects submitting proposals for the  
13 2015 compliance year to be operational by the end of that year. AR Tab 61, at 6-7.  
14 NorthWestern instead required projects to become operational less than 18 months after  
15 submitting bids, even though NorthWestern previously conceded that “moving from competitive  
16 resource solicitation to production requires at least 24 months, even without the processing of a  
17 petition for Commission approval before entering into a contract.” AR Tab 61, at 7 (Staff  
18 memorandum quoting NorthWestern’s previous testimony); see also Final Order 7578b, Kavulla  
19 Dissent, ¶ 2 (“*No CREP project has ever been newly constructed in less than two years, much*  
20 *less the 18 months that NorthWestern provided from the issuance of the request for proposals to*  
21 *its self-imposed commercial-operation-date requirement.”). This end-of-year deadline was  
22 particularly onerous for build-transfer projects, for which NorthWestern also decided to require a  
23 lengthy Commission preapproval process that would further delay permitting and construction.  
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1 AR Tab 5, Ex. SEL-2, at 7, 21. NorthWestern’s consultant even conceded that, “[b]ecause the  
2 advanced-approval filing could take up to nine months for approval, a [build-transfer] project  
3 sponsor would have little time available after receipt of an order to construct a project and meet  
4 a December 31, 2015 commercial operation date.” *Id.*, Ex. SEL-3, at 2. Commission staff  
5 found that NorthWestern’s failure to “adjust its time frame to take advantage of any longer-term  
6 opportunities for CREP compliance” amounted to a failure to take all reasonable steps. AR Tab  
7 61, at 14. The Commission’s Order arbitrarily failed to consider this issue. Its decision that  
8 NorthWestern nonetheless took all reasonable steps was clearly erroneous in light of the record.  
9

10 21. Third, the record shows that NorthWestern did not entertain reasonable negotiations  
11 for the Tiger Butte build-transfer project, which had a perfect 10-out-of-10 viability score and the  
12 lowest costs of any CREP proposal. Late in the Commission proceeding, NorthWestern  
13 attempted to justify this failure by asserting that NorthWestern had concerns about  
14 environmental risks with the Tiger Butte site. However, to obtain a waiver, NorthWestern must  
15 provide “documentation and evidence showing that the public utility has undertaken all  
16 reasonable steps,” yet was unable to comply with its purchase obligation because of  
17 “documented reasons beyond the public utility’s control.” Admin. R. Mont. 38.5.8301(4), (4)(d).  
18 Based on the record, it appears that Commission staff were correct that “NorthWestern presented  
19 no evidence or documentation” of environmental risks associated with Tiger Butte. AR Tab 61,  
20 at 9.  
21

22 22. Because the statute allows the Commission to waive compliance with the CREP-  
23 purchase obligation only if a utility demonstrates that it took “all reasonable steps,” Mont. Code  
24 Ann. § 69-3-2004(11)(a), NorthWestern’s failure to take these steps rendered it ineligible for a  
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1 waiver in 2015. The Commission’s failure to evaluate these steps was arbitrary, and its finding  
2 that NorthWestern took “all reasonable steps” was clearly erroneous in light of the record  
3 evidence (and absence or record evidence therefore). Accordingly, the Commission’s 2015  
4 waiver decision is reversed.

5  
6 ***The 2016 Waiver***

7 23. For the 2016 compliance year, NorthWestern again issued an RFP, requiring  
8 previously short-listed projects to start the bidding process anew and again requiring that projects  
9 be operational by the end of the compliance year. AR Tab 1, Ex. SEL-2, at 1. Ultimately,  
10 NorthWestern rejected all proposals—including the resubmitted Tiger Butte proposal—based on  
11 its claim that none of the projects was “cost competitive.” Final Order 7578b ¶ 9; AR Tab 1, Ex.  
12 SEL-2, at SEL-9; AR Tab 56, at 14-15. NorthWestern thus failed again to comply with its  
13 CREP-purchase obligation in 2016.  
14

15 24. As discussed above, the Commission on September 11, 2018, voted 3-2 to grant  
16 NorthWestern’s CREP-compliance waiver for 2016, as well as 2015, based on two or three  
17 Commissioners’ dissatisfaction with the CREP law. See AR Tab 62 (work session transcript).  
18 The Commission’s written Final Order stated, without explanation, that “NorthWestern took all  
19 reasonable steps to procure CREP resources in ... 2016, yet documented factors beyond its  
20 control prevented NorthWestern from achieving full compliance.” Final Order 7578b ¶ 17. And  
21 further, “[t]he Commission agrees that the cost analysis performed ... sufficiently determines  
22 how the CREP proposals would impact portfolio costs and risks.” Id. ¶ 20.  
23

24 ///  
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1           25.     The Commission’s Final Order did not discuss or make explicit findings on the  
2 material issue of whether NorthWestern could have taken the reasonable step of extending its  
3 commercial operation deadline in 2015 to accommodate projects that could have become  
4 operational in 2016. For this reason, the Commission’s finding that NorthWestern took “all  
5 reasonable steps” was arbitrary. See Montana-Dakota Utilities Co., 223 Mont. at 196  
6 (Commission order is arbitrary where it omits “explicit findings on material issues raised in the  
7 administrative proceeding”).  
8

9           26.     In addition to being unexplained, the Commission’s conclusion on the 2016  
10 compliance waiver was clearly erroneous based on the record evidence. NorthWestern’s  
11 disqualification of projects that responded to its 2015 RFP on grounds that they could not  
12 become operational during that year meant that viable, cost-effective projects proposed for 2015  
13 that could have become operational and contributed to CREP compliance in 2016, were  
14 unreasonably disqualified. See AR Tab 38, at FDR-14. In light of this evidence, the  
15 Commission’s decision that NorthWestern took “all reasonable steps” to achieve CREP  
16 compliance in 2016 was arbitrary and clearly erroneous. Mont. Code Ann. § 69-3-2004(11)(a).  
17

18           27.     Further, the Commission’s determination that NorthWestern reasonably rejected  
19 projects that were not “cost competitive,” Final Order 7578b ¶ 20, was based on an incorrect  
20 interpretation of the governing law. The CREP statute provides that NorthWestern:  
21

22                   is not obligated to take electricity from an eligible renewable resource unless  
23                   the eligible renewable resource has demonstrated through a competitive  
24                   bidding process that the total cost of electricity from that eligible resource ...  
25                   is less than or equal to bids for the equivalent quantity of power over the  
26                   equivalent contract term from other electricity suppliers.

1 Mont. Code Ann. § 69-3-2007(1).<sup>1</sup> Stated in the affirmative, NorthWestern is “obligated to take  
2 electricity from” a CREP resource if, “through a competitive bidding process,” it is demonstrated  
3 to have the lowest “bid[.]” Id.

4  
5 28. The plain language of the statutory cost-cap provision must govern its interpretation.  
6 See Hines v. Topher Realty, LLC, 2018 MT 44, ¶ 15, 390 Mont. 352, 413 P.3d 813 (“We ... will  
7 not interpret a statute beyond its plain language if the language is clear and unambiguous.”)  
8 (citation omitted). By its unambiguous terms, that provision required NorthWestern to purchase  
9 power from the CREP project demonstrated to have the lowest total cost, compared with other  
10 “bids” in the RFP.

11  
12 29. Contrary to this clear statutory requirement, NorthWestern did not compare CREP  
13 proposals to other “bids for the equivalent quantity of power” in its RFP for 2016, Mont. Code  
14 Ann. § 69-3-2007(1), and instead rejected CREP proposals that it deemed too costly compared  
15 with existing, large generating resources already in NorthWestern’s portfolio. The Defendants’  
16 arguments that this approach complied with Mont. Code Ann. § 69-3-2007(1), fail to afford any  
17 meaning to the statutory terms “competitive bidding process” and “bids.” Id. Their  
18 interpretation impermissibly renders that statutory language “a nullity” and must be rejected.  
19 Lund v. State Comp. Mut. Ins. Fund/Garden City Plumbing & Heating, Inc., 263 Mont. 346, 350,  
20 868 P.2d 611, 613 (1994). For this reason, too, the Commission’s decision to grant  
21 NorthWestern’s request for a CREP-compliance waiver in 2016 was unlawful.  
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25  
26 <sup>1</sup> The “total cost” of CREP resources “include[s] the associated cost of ancillary services necessary to  
manage the transmission grid and firm the resource.” Mont. Code Ann. § 69-3-2007(1).

1 **ORDER**

2 Based on the foregoing, it is hereby **ORDERED** that:

3 1. The Commission’s factual finding that “NorthWestern took all reasonable steps to  
4 procure CREP resources in 2015 and 2016, yet documented factors beyond its control prevented  
5 NorthWestern from achieving full compliance” was arbitrary and clearly erroneous in light of the  
6 administrative record.  
7

8 2. The Commission’s legal finding that NorthWestern complied with the statutory  
9 cost-cap provision, Mont. Code Ann. § 69-3-2007(1), was based on an incorrect interpretation of  
10 the law.  
11

12 3. Commission Final Order 7578b waiving the requirements in § 69-3-2004(4)(b) for  
13 NorthWestern to purchase electricity from CREP resources in 2015 and 2016 is therefore  
14 reversed.  
15

16 DATED this 1<sup>st</sup> day of August, 2019.  
17

18 **JAMES A. MANLEY**

19 \_\_\_\_\_  
20 JAMES A. MANLEY  
21 District Court Judge  
22

23 cc: Jenny K. Harbine, Attorney for Plaintiff  
24 Justin Kraske / Zachary Rogala, Attorneys for Defendant Montana Public Service Commission  
25 Sarah Norcott, Attorney for Defendant NorthWestern Energy  
26 08/01/19 cWMc