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DEPARTMENT OF PUBLIC SERVICE REGULATION
BEFORE THE MONTANA PUBLIC SERVICE COMMISSION
OF THE STATE OF MONTANA

In the Matter of the Petition of)	
NorthWestern Energy for a Waiver from)	
Full Compliance with the Community)	REGULATORY DIVISION
Renewable Energy Project Purchase)	
Obligation of the Renewable Portfolio)	DOCKET NO. D2011.6.53
Standard)	
)	

NorthWestern Energy's Initial Brief

Pursuant to the Montana Public Service Commission's ("Commission") order, NorthWestern Corporation d/b/a NorthWestern Energy ("NorthWestern" or "NWE") submits this *Initial Brief* in the above-captioned Docket.

I. INTRODUCTION

NorthWestern's primary responsibility is to provide reasonably adequate service to its customers at just and reasonable rates. However, it is also required to comply with various electricity procurement mandates that can be in conflict with this primary responsibility. NorthWestern is required to purchase energy and capacity from qualifying facilities ("QFs"); currently it is required to purchase ten percent of its energy, or the renewable energy credit

("REC") equivalent, from eligible renewable resources; and it is required to purchase RECs and electricity output from community renewable energy projects ("CREPs") that total approximately 45 megawatts ("MW") ("CREP Purchase Obligation").

Despite taking all reasonable steps, NorthWestern has been unable to enter into enough contracts with CREPs to meet the installed capacity requirement. Therefore, NWE is asking the Commission to grant a partial, short-term waiver of the CREP Purchase Obligation.

A. Procedural History

On June 30, 2011, NorthWestern filed a Petition for Waiver from Full Compliance with the Community Renewable Energy Project Purchase Obligation ("Petition"). On July 25, 2011, the Commission issued a Notice of Petition and Intervention Deadline. In early August 2011, the Montana Consumer Counsel ("MCC") and the Natural Resources Defense Council ("NRDC") each filed requests to intervene in the proceeding. The Commission granted intervention to the MCC and NRDC on August 16, 2011. On September 16, 2011, the Commission issued Procedural Order No. 7177.

The Commission and the MCC each served data requests on NorthWestern on September 30, 2011. On October 14, 2011, NorthWestern provided its initial responses to data requests.

On November 4, 2011, the MCC filed the Direct Testimony of Larry Nordell.

Some of the information asked for in the data requests is Invenergy Wind Development Montana, LLC's ("Invenergy") trade secret. Invenergy filed a motion for a protective order covering this information on October 17, 2011. On November 8, 2011, the Commission issued Protective Order No. 7177a granting Invenergy's motion. On December 6, 2011, NorthWestern provided an updated response with protected material to data request MCC-004. On January 5, 2012, NWE filed an updated response with protected material to data request PSC-003a.

The Commission held a public hearing on the Petition on February 15, 2012.

B. A Waiver is Unopposed by the Parties to the Docket

The parties to the docket, other than NorthWestern, are the MCC and the NRDC. The MCC recommended that the Commission “grant the short-term waiver as requested by NorthWestern Energy, for the reasons stated in Dr. Nordell’s testimony.” *Tr. 22:10-12*. The NRDC, which did not conduct any discovery or offer any testimony, questioned the length of the requested waiver but suggested that a one-year waiver would be appropriate. *See Tr. 23:17-22*.

II. ARGUMENT

Reviewing NorthWestern’s actions taken to comply with the CREP Purchase Obligation in light of the applicable statutes, definitions, and administrative rules leads to the inescapable conclusion that NorthWestern took all reasonable steps but has been unable to acquire sufficient capacity from CREPs for reasons beyond NorthWestern’s control.

A. Applicable Statutes

Section 69-3-2004, MCA, particularly subsections (3)(b) and (11), provides the statutory framework for NorthWestern’s CREP Purchase Obligation and for this request for a waiver.

Section 69-3-2004(3)(b), MCA, provides:

Beginning January 1, 2012, as part of their compliance with subsection (3)(a), public utilities shall purchase both the renewable energy credits and the electricity output from community renewable energy projects that total at least 50 megawatts in nameplate capacity.

Section 69-3-2004(11), MCA, provides:

A public utility or competitive electricity supplier may petition the commission for a short-term waiver from full compliance with the standards in subsections (2) through (4) and the penalties levied under subsection (10). The petition must demonstrate that the:

- (a) public utility or competitive electricity supplier has undertaken all reasonable steps to procure renewable energy credits under long-term contract, but full compliance cannot be achieved either because renewable energy credits cannot be procured or for other legitimate reasons that are outside the control of the public utility or competitive electricity supplier; or
- (b) integration of additional eligible renewable resources into the electrical grid will clearly and demonstrably jeopardize the reliability of the electrical system and that the public utility or competitive electricity supplier has undertaken all reasonable steps to mitigate the reliability concerns.

While these sections provide the framework, understanding them requires knowledge of the statutory definitions of “common ownership,” “community renewable energy project,” “eligible renewable resource,” “local owners,” “renewable energy credit,” and “total nameplate capacity.” Section 69-3-2003, MCA (2011), provides in part:

As used in this part, unless the context requires otherwise, the following definitions apply: . . .

- (3) "Common ownership" means the same or substantially similar persons or entities that maintain a controlling interest in more than one community renewable energy project even if the ownership shares differ between two community renewable energy projects. Two community renewable energy projects may not be considered to be under common ownership simply because the same entity provided debt or equity or both debt and equity to both projects.
- (4) "Community renewable energy project" means an eligible renewable resource that:
 - (a) is interconnected on the utility side of the meter in which local owners have a controlling interest and that is less than or equal to 25 megawatts in total calculated nameplate capacity; or
 - (b) is owned by a public utility and has less than or equal to 25 megawatts in total nameplate capacity. . . .
- 10) "Eligible renewable resource" means a facility either located within Montana or delivering electricity from another state into Montana that commences commercial operation after January 1, 2005, and that produces electricity from one or more of the following sources:
 - (a) wind;
 - (b) solar;
 - (c) geothermal;
 - (d) water power, in the case of a hydroelectric project that:

- (i) does not require a new appropriation, diversion, or impoundment of water and that has a nameplate rating of 10 megawatts or less; or
 - (ii) is installed at an existing reservoir or on an existing irrigation system that does not have hydroelectric generation as of April 16, 2009, and has a nameplate capacity of 15 megawatts or less;
 - (e) landfill or farm-based methane gas;
 - (f) gas produced during the treatment of wastewater;
 - (g) low-emission, nontoxic biomass based on dedicated energy crops, animal wastes, or solid organic fuels from wood, forest, or field residues, except that the term does not include wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol, or copper-chroma-arsenic;
 - (h) hydrogen derived from any of the sources in this subsection (10) for use in fuel cells;
 - (i) the renewable energy fraction from the sources identified in subsections (10)(a) through (10)(j) of electricity production from a multiple-fuel process with fossil fuels; and
 - (j) compressed air derived from any of the sources in this subsection (10) that is forced into an underground storage reservoir and later released, heated, and passed through a turbine generator.
- (11) "Local owners" means:
- (a) Montana residents;
 - (b) general partnerships of which all partners are Montana residents;
 - (c) business entities organized under the laws of Montana that:
 - (i) have less than \$50 million of gross revenue;
 - (ii) have less than \$100 million of assets; and
 - (iii) have at least 50% of the equity interests, income interests, and voting interests owned by Montana residents;
 - (d) Montana nonprofit organizations;
 - (e) Montana-based tribal councils;
 - (f) Montana political subdivisions or local governments;
 - (g) Montana-based cooperatives other than cooperative utilities; or
 - (h) any combination of the individuals or entities listed in subsections (11)(a) through (11)(g). . . .

(14) "Renewable energy credit" means a tradable certificate of proof of 1 megawatt hour of electricity generated by an eligible renewable resource that is tracked and verified by the commission and includes all of the environmental attributes associated with that 1 megawatt-hour unit of electricity production. . . .

(18) "Total calculated nameplate capacity" means the calculation of total nameplate capacity of the community renewable energy project and other eligible renewable resources that are:

- (a) located within 5 miles of the project;
- (b) constructed within the same 12-month period; and

(c) under common ownership.

In seeking to procure supply resources, NorthWestern considered each of the statutes and the definitions. Additionally NorthWestern must comply with the Commission's supply procurement guidelines set forth in ARM 38.5.8201 through 38.5.8301. Furthermore, evaluation of NorthWestern's actions must also consider the Legislature's revisions to the applicable statutes and definitions.

B. Statutory History

In 2005 the Legislature enacted the Montana Renewable Power Production and Rural Economic Development Act ("Act"). As originally codified, § 69-8-1004(3)(b), MCA (2005), required public utilities to purchase the RECs and electricity output from CREPs that totaled at least 50 MW of nameplate capacity starting with the compliance year beginning January 1, 2010. Section 69-8-1004(3)(c), MCA (2005), required public utilities to allocate the 50 MW requirement proportionately to each utility's retail sales of electrical energy in 2009. Section 69-8-1003(3), MCA (2005), defined CREP as "an eligible renewable resource that is interconnected on the utility side of the meter in which local owners have a controlling interest and that is less than or equal to 5 megawatts in total calculated nameplate capacity."

In 2007 the Legislature directed the code commissioner to renumber Title 69, chapter 8, part 10, as an integral part of Title 69, chapter 3. Section 1, Ch. 220, L. 2007. Section 69-8-1003, MCA (2005) became § 69-3-2003, MCA (2007); § 69-8-1004, MCA (2005) became § 69-3-2004, MCA (2007).

Utilities discovered that obtaining RECs and electricity output from CREPs as defined in § 69-3-2003(3), MCA (2007), would be both difficult and expensive for ratepayers. In 2009 the Legislature attempted to alleviate the problems associated with the CREP Purchase Obligation in

three separate bills. House Bill 207 changed the definition of CREP to “an eligible renewable resource that is interconnected on the utility side of the meter in which local owners have a controlling interest and that is less than or equal to 25 megawatts in total calculated nameplate capacity.” Section 1, Ch. 30, L. 2009. House Bill 208 changed the initial compliance date for the CREP Purchase Obligation by amending § 69-3-2004(b) to “Beginning January 1, 2012, as part of their compliance with subsection (3)(a), public utilities shall purchase both the renewable energy credits and the electricity output from community renewable projects that total at least 50 megawatts in nameplate capacity.” Section 1, Ch. 31, L. 2009. Finally, House Bill 343 added public utilities as a possible owner of a CREP and expanded the definition of eligible renewable resource to include new hydroelectric projects installed at an existing reservoir or on an existing irrigation system with a nameplate capacity of 15 megawatts or less. Section 1, Ch. 232, L. 2009.

C. Record Evidence

The evidentiary record in this Docket shows that the Commission should grant NorthWestern’s Petition. The evidentiary record in this proceeding consists of the evidence admitted during the hearing, the transcript of the evidentiary hearing, and the matters of which the Commission properly took administrative notice. *See* § 2-4-614(1), MCA. The transcript of the hearing, Transcript of Public Hearing, taken on February 15, 2012 consists of 166 pages. At hearing the Commission admitted the following into evidence:

- Ex. NWE-1 The pre-filed direct testimony of David E. Fine, *Tr. 25:17-26:1*;
- Ex. NWE-2 The pre-filed-direct testimony of Steven E. Lewis, as amended, *Tr. 131:21-22*;
- Ex. MCC-1 The pre-filed direct testimony of Dr. Larry Nordell, *Tr. 147:14-15*; and

No Ex. # All data requests and data responses, *Tr. 7:12-19*. These consist of data requests PSC-001 through PSC-007, MCC-001 through MCC-005, and NorthWestern's responses thereto filed on October 14, 2011, December 6, 2011, and January 5, 2012.

The Commission also took administrative notice of NorthWestern's *2009 Electric Default Supply Procurement Plan* (Docket No. N2010.6.57), the *2011 Electricity Supply Resource Procurement Plan* (Docket No. N2011.12.96), the *Application for Approval to Purchase and Operate the Spion Kop Wind Project, for Certification of the Spion Kop Wind Project as an Eligible Renewable Resource, and for Related Relief* (Docket No. D2011.5.41), and the Commission's Order No. 6973d in *In the Matter of NorthWestern Energy's Application for Approval of Avoided Cost Tariff for New Qualifying Facilities* (Docket No. D2008.12.146), *Tr. 7:21-8:13*. The evidentiary record does not include the unsworn public comment submitted during or after the hearing, and this public comment may not be the basis for any Commission decision. NorthWestern Is Entitled to a Waiver

D. NorthWestern is Entitled to a Waiver

To qualify for a waiver NorthWestern must show that it took all reasonable steps to comply with the CREP Purchase Obligation. As described below, NorthWestern did take all reasonable steps, and possible alternatives suggested by questions posed during the hearing were not reasonable.

1. NorthWestern Took All Reasonable Steps to Comply with the CREP Purchase Obligation

NorthWestern began its efforts to comply with the 2010 CREP Purchase Obligation in 2008 when it issued a Request for Proposals ("RFP") specifically seeking CREPs as described in the testimonies of David E. Fine, Ex. NWE-1, and Steven E. Lewis, Ex. NWE-2. Of the six

responses to the RFP, four were clearly not economical, one was unable to obtain financing, and one, Turnbull Hydro (“Turnbull”), did not qualify under § 69-3-2003(3), MCA (2007). After the Legislature amended the statute in 2009, Turnbull appeared to qualify as a CREP. In November 2009, NorthWestern sought a declaratory ruling from the Commission certifying Turnbull as a CREP. The Commission issued a Declaratory Ruling certifying Turnbull as a CREP on January 21, 2010. NorthWestern entered into a long-term power purchase agreement (“PPA”) with Turnbull. Turnbull is operational and fulfills about 29% of NWE’s CREP Purchase Obligation. The 2012 price for this CREP that was negotiated in 2009 is \$65.50/MWh, which is higher than more recent purchase opportunities.

Faced with a new definition of CREP and a 2012 compliance date, NorthWestern intensified its efforts to meet its CREP Purchase Obligation by initiating a second competitive solicitation and issuing a Request for Information (“RFI”) for renewable generation in 2009. In the RFI, NorthWestern specifically solicited proposals from CREPs and from developers for projects that would be CREPs if the utility acquired them. NorthWestern entered into Memoranda of Understanding that, if resulting in contracts and projects, would have enabled NorthWestern to acquire 50 MW of CREPs or a sufficient quantity to meet its initial CREP Purchase Obligation. Unfortunately, as described in the record, circumstances beyond its control forced NorthWestern to eliminate one potential project and substitute another, eliminate a second potential project, and then choose between complying with the CREP Purchase Obligation or the overall Renewable Portfolio Standard (“RPS”). At the time of that decision, NorthWestern had not entered into any new QF contracts that would assist it in meeting the overall RPS standard. NorthWestern chose to enter into an Asset Purchase Agreement (“APA”) for the Spion Kop

Wind Project (“Spion Kop”), which will contribute to NorthWestern’s ability to comply with the overall RPS at a lower cost per MWh.

In addition to the efforts in the 2008 RFP and the 2009 RFI, NorthWestern has negotiated contracts with potential QFs and is evaluating whether any QFs other than the Gordon Butte Wind Farm (“Gordon Butte”) will qualify as CREPs. The Commission certified Gordon Butte as a CREP. Gordon Butte is operational and fulfills approximately 21% of NWE’s CREP Purchase Obligation.

NorthWestern cannot state with certainty its actual shortfall from full compliance with the CREP Purchase Obligation for two reasons. First, public utilities are to “proportionately allocate the [50MW] purchase required under subsection (3)(b) based on each utility’s retail sales of electrical energy in Montana in calendar year 2011.” § 69-3-2004(3)(c), MCA (2011). The 2011 annual reports of Avista Utilities, Black Hills Energy, Montana Dakota Utilities Co., and NorthWestern have not yet been filed with the Commission, and each utility’s 2011 retail sales are not known.

Second, NorthWestern has acquired the RECs and electricity output of Turnbull, about 13 MW, and of Gordon Butte, about 9.6 MW. Both Turnbull and Gordon Butte are operational. Together they fulfill over 50% of NorthWestern estimated CREP Purchase Obligation of 45 MW. NorthWestern has entered into contracts with Flint Creek Hydroelectric, LLC, 2 MW, and Lower South Fork, LLC, 0.455 MW, both of which have represented that they qualify as CREPs and which are to be operational before December 31, 2012. Therefore, NorthWestern is currently purchasing RECs and the electricity output from CREPs with a total nameplate capacity of approximately 22.6 MW and expects to be purchasing RECs and the electricity output from CREPs with a nameplate capacity of roughly 25.055 MW by December 31, 2012.

2. Alternative Steps Suggested During the Hearing Were Not Reasonable

Although no party suggested that NorthWestern failed to take all reasonable steps to comply with the CREP Purchase Obligation, questions from Commissioners and Commission staff implied that there may have been alternative steps that NorthWestern could have taken. These alternatives included (a) keeping Spion Kop at less than 25 MW capacity, (b) splitting the 40 MW Spion Kop into two projects, (c) engaging in bilateral negotiations with QFs, (d) completing the Big Otter project, (e) buying the Musselshell Wind QF projects from Volkswind, and (f) re-engaging National Wind. For various reasons none of these steps would have been reasonable under the circumstances facing NorthWestern.

The record demonstrates that by increasing the size of Spion Kop above the 25 MW limit, NorthWestern was able to substantially lower the cost of energy from it. NorthWestern could not reasonably have ignored the lowered cost for its customers and expected to receive Commission approval for the project. Furthermore, the record shows that at the time NorthWestern made the decision to increase the size of Spion Kop, NorthWestern believed it needed the additional capacity to comply with the overall RPS.

NorthWestern could not have split Spion Kop into two projects to qualify both as CREPs. The statute, through its related definitions of CREP, total calculated nameplate capacity, and common ownership, clearly precludes a developer from splitting a large project into several small projects to qualify each as a CREP. Although the statute refers to “total calculated nameplate capacity” with respect to projects owned by local owners, and to “total nameplate capacity” with respect to projects owned by a utility, NorthWestern could not reasonably believe that the statute allows it to do something that local owners are not allowed to do.

The suggestion that NorthWestern engage in bilateral negotiations with QFs to purchase from QFs that are CREPs ignores the dictates of federal law and NorthWestern's actions. NorthWestern has, as it must, negotiated and entered into contracts with QFs. NorthWestern cannot require that a QF be a CREP before entering into a contract. Nor can NorthWestern offer to pay a small QF more than the tariffed-rate because it is a CREP, or enter into a contract with a large QF other than through selection in a competitive solicitation. *See* § 69-3-603(3)(a), MCA (2011), and ARM 38.5.1902(5).

NorthWestern could not reasonably have gone forward with the Big Otter Project to comply with the CREP requirement. The record shows that utility ownership of the Big Otter Project could expose the utility and its customers to unacceptable levels of risk due to environmental problems. Additionally, had NorthWestern gone forward with the Big Otter Project under a PPA, the project would not have qualified as a CREP as Invenergy does not qualify as a local owner.

NorthWestern entered into QF contracts with Volkswind for Musselshell and Musselshell II. Volkswind later sold the projects to Goldwind USA. During the hearing, some questions suggested that NorthWestern should have negotiated to buy the projects from Volkswind. First, NorthWestern could not have reasonably acquired either of these projects for utility ownership outside of a competitive solicitation process. Second, the Musselshell contracts were at QF rates that were substantially higher than those estimated for Spion Kop. Volkswind would expect to sell the projects for an amount that represented the higher QF rates. Third, purchasing the projects would have exposed NorthWestern and its ratepayers to construction cost risk, unlike Spion Kop.

Finally, questions at the hearing suggested that NorthWestern should have re-engaged National Wind with respect to its proposed project. As explained in the evidentiary record, by the time NorthWestern knew that it would not be able to acquire 50 MW of CREP, it was far too late to negotiate a memorandum of understanding, perform due diligence, enter into a contract, prepare an advanced approval filing, and obtain a Commission ruling to allow construction to be completed in 2012. NorthWestern acted reasonably in not negotiating further with National Wind.

None of the possible actions suggested by the questions during the hearing would have been reasonable steps for NorthWestern to take to comply with its CREP Purchase Obligation. To take them today would be more unreasonable. NorthWestern manages its portfolio to provide reliable and cost-effective service. With the QF wind contracts signed subsequent to the Spion Kop APA, NorthWestern strongly believes that it has acquired as much wind for the supply portfolio as is prudent. Given the mutually exclusive directives confronting it, NorthWestern chose the path of prudent portfolio management.

E. Other Matters

At the hearing, the Commission staff attorney requested certain additional information. NorthWestern agreed to provide the available information in this Initial Brief. The attorney asked for information with respect to potential small QF projects that were identified in response to data request PSC-006(b). *Tr. 34:19-35:16*. These are three existing projects that total about 2.6 MW. NorthWestern has purchased the output from these projects without PPAs. NorthWestern believes that none qualify as CREPs because of their commercial operation dates.

The Commission's attorney asked NorthWestern's witness, Steven E. Lewis to provide follow-up information with respect to the potential Teton wind project. *Tr. 136:17-138:6*. Mr. Lewis reviewed Lands Energy's ("Lands") records and found the following:

1. Teton submitted its proposal on September 30, 2009. The proposal had some issues, particularly:
 - o Teton did not submit the Excel template as required by the RFI process, which put it in a position to be disqualified as non-conforming to the RFI requirements. Lands chose to not exclude it from consideration on a technicality but afforded Teton the opportunity to submit the Excel file late
 - o Teton's pricing starting at \$6.28/MWh in the first year appeared to be an error – possibly a decimal point error or quoting the price in cents/kWh rather than the requested \$/MWh basis.
 - o There was some uncertainty about land control
2. On October 19, 2009, Tim Castille, of Lands, requested clarifications on Teton's land control, pricing, and remediation of the Excel file issue.
3. On October 21, 2009, Teton responded by supplying the Excel sheet, answering the questions regarding land control, and re-affirming that Teton thought its price was correctly listed. In addition, the proposal had a low net capacity factor when compared to the other projects submitted.

The Teton proposal was not competitive based on the expected capacity factor and their project team fundamentally did not understand the pricing causing concerns about their ability to follow through on the project.

The Commission's attorney also asked Mr. Lewis to provide additional information about the NaturEner Red Creek Wind project. *Tr. 138:11-139:2*. Mr. Lewis reviewed his files and reported the following regarding the NaturEner project:

This proposal survived the initial screen, but was not selected for shortlist status. The main issue in their disqualification was that in the shortlisting step NorthWestern asked for pricing for Build-Transfer proposals. NaturEner declined this request and provided a response that was not fixed price but tied to actual turbine and Balance-of-Plant costs whereas other bidders were willing to quote firm pricing for the whole offer. NorthWestern, as I recall, was not willing to take this pricing risk. Also, NaturEner was a particularly difficult respondent in that they repeatedly did not meet relatively simple requests for information and failed to meet deadlines, which was definitely factored into the consideration of their project.

III. REQUESTED RELIEF

NorthWestern requests that the Commission issue an order:

(1) waiving full compliance with § 69-3-2004(3)(b)-(c), MCA, for the calendar years of 2012, 2013, and 2014; and

(2) waiving any penalties that may be imposed pursuant to § 69-3-2004(10), MCA, for failure to achieve full compliance with § 69-3-2004(3)(b)-(c), MCA, in calendar years 2012, 2013, and 2014.

IV. CONCLUSION

Section 69-3-2004(11), MCA, and ARM 38.5.8301(4), referenced above, establish the criteria for the granting of a waiver of full compliance with the CREP Purchase Obligation. The

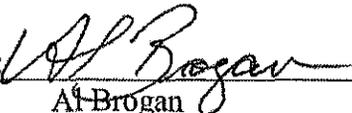
evidentiary record in this Docket establishes (1) that NorthWestern has undertaken all reasonable steps to comply with the CREP Purchase Obligation, (2) that sufficient CREPs do not exist to enable NorthWestern to achieve full compliance with the CREP Purchase Obligation, and (3) that the cost of any of the proposed CREPs, other than those acquired by NorthWestern, would have exceeded the cost caps in § 69-3-2007, MCA.

Specifically, NorthWestern has (1) completed Procurement Plans with provisions for the acquisition of RECs and electricity output of CREPs, (2) issued broad solicitations seeking RECs and electricity output from CREPs, (3) reviewed QF resources to determine their eligibility as CREPs, (4) maintained regular contact with in-state developers regarding the status of their projects, and (5) acquired the RECs and electricity output of economical CREPs available to it.

For these reasons, the Commission should grant NorthWestern's Petition.

RESPECTFULLY SUBMITTED this 6th day of April 2012.

NorthWestern Energy

By: 
Al Brogan
Attorney for NorthWestern Energy

CERTIFICATE OF SERVICE

I hereby certify that a copy of NorthWestern Energy's ("NWE") Initial Brief in Docket No. D2011.6.53 (Petition CREP Waiver) has been efiled with the Montana Public Service Commission ("PSC") and has been mailed to the attached service list on this date by first class mail. This has also been hand delivered to the PSC and MCC on this date.

Date: April 6, 2012


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