

**EXHIBIT NO. ___(RJR-18)
DOCKETS UE-17___/UG-17___
2017 PSE GENERAL RATE CASE
WITNESS: RONALD J. ROBERTS**

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY,

Respondent.

Docket UE-17___

Docket UG-17___

**SEVENTEENTH EXHIBIT (NONCONFIDENTIAL) TO THE
PREFILED DIRECT TESTIMONY OF**

RONALD J. ROBERTS

ON BEHALF OF PUGET SOUND ENERGY

JANUARY 13, 2017

CONSENT DECREE

WHEREAS, Sierra Club and Montana Environmental Information Center (“Plaintiffs”) brought this action against the owners of the Colstrip Power Plant, Talen Montana, LLC (formerly PPL Montana, LLC) as co-owner of Colstrip Units 1, 2 and 3 and as operator of all Colstrip Units, Avista Corporation as co-owner of Colstrip Units 3 and 4, Puget Sound Energy as co-owner of Colstrip Units 1, 2, 3 and 4, Portland General Electric Company as co-owner of Colstrip Units 3 and 4, Northwestern Corporation as co-owner of Colstrip Unit 4, and PacifiCorp as co-owner of Colstrip Units 3 and 4 (“Defendants”) (collectively, the “Parties”) pursuant to Sections 304 of the Clean Air Act (the “Act”), 42 U.S.C. § 7604, for declaratory and injunctive relief and assessment of civil penalties for certain alleged violations of the Act, and its implementing regulations at the Colstrip Power Plant;

WHEREAS, Defendants deny Plaintiffs’ allegations and maintain that they have been and remain in compliance with the Act and are not liable for civil penalties or injunctive relief, and nothing herein shall constitute an admission of liability;

WHEREAS, the Parties desire to settle all matters by Consent Decree and avoid the costs, delay, and uncertainty of litigation;

WHEREAS, the Parties agree that the settlement of this action through this Decree without further litigation is in the public interest, and is a fair, reasonable, and appropriate means of resolving the matter;

WHEREAS, the Parties further anticipate that actions taken by the Owners of Units 1 and 2, consistent with this Consent Decree, will result in significant reductions of emissions from the Colstrip Power Plant;

WHEREAS, pursuant to 42 U.S.C. § 7604(c)(3) of the Clean Air Act ("Act"), this Consent Decree is being forwarded to the United States Department of Justice and to the United States Environmental Protection Agency ("EPA") for the statutorily-mandated forty-five (45) day review period; and

WHEREAS, the Parties consent to the entry of this Decree without trial of any issues.

NOW, THEREFORE, it is hereby ORDERED AND DECREED as follows:

I. JURISDICTION, VENUE, AND APPLICABILITY

1. This Court has jurisdiction over the Parties to and the subject matter of this action under Section 304 of the Act, 42 U.S.C. § 7604 and under 28 U.S.C. §§ 1331.
2. Venue is proper in this Judicial District under Section 304(c) of the Act, 42 U.S.C. § 7604(c), and under 28 U.S.C. §§ 1391.
3. Upon the Date of Entry, the provisions of this Decree shall apply to, be binding upon, and inure to the benefit of the Parties, as well as to each individual Party's successors and assigns.
4. The Parties consent to entry of this Decree without further notice.

II. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Decree that are defined in the Clean Air Act, 42 U.S.C. § 7401, *et seq.*, or regulations implementing the Clean Air Act, shall have the meaning set forth in the Clean Air Act or those regulations.

6. Whenever the terms set forth below are used in this Decree, the following definitions shall apply:

- a. "Auxiliary/Heating Boiler" is a unit that produces steam that is not directly used for the generation of electricity.
- b. "Boiler" means such equipment used to facilitate combustion of fuel as well as the transfer of heat generated to water so as to generate steam for use in an associated steam turbine to generate electricity;
- c. "CCR Facilities" means CCR Units, as regulated under 40 C.F.R. § 257.53, or other wastewater facilities, ponds, impoundments, and landfills that receive or have received CCR material.
- d. "CEMS" or "Continuous Emission Monitoring System," means, for obligations involving the monitoring of NO_x and SO₂ emissions under this Consent Decree, the devices defined in 40 C.F.R. § 72.2 and installed and maintained as required by 40 C.F.R. Part 60 and 40 C.F.R. Part 75.
- e. "Clean Air Act," "CAA," or "Act" means the federal Clean Air Act, 42 U.S.C. §§ 7401-7671q, and its implementing regulations.

- f. "Date of Entry" shall mean the date this Decree is approved or signed by the United States District Court Judge.
- g. "Date of Lodging" shall mean the date this Decree is filed for lodging with the Clerk of the Court for the United States District Court for the District of Montana.
- h. "Day" shall mean, unless otherwise specified, calendar day.
- i. "Emission Rate" for a given pollutant means the number of pounds of that pollutant emitted per million British thermal units of heat input (lb/mmBTU), measured in accordance with this Consent Decree.
- j. "EPA" shall mean the United States Environmental Protection Agency.
- k. "Ownership Interest" with respect to a Unit means part or all of any Defendant's legal or equitable ownership interest in any Unit.
- l. "Parties" shall have the meaning set forth in the recitals.
- m. "Term" of the Decree shall mean the period of time between the Date of Lodging and the date the Decree is terminated in accordance with Section XI (Termination).
- n. A "30-Day Rolling Average Emission Rate" for a Unit shall be determined by calculating an arithmetic average of all hourly emission rates in lb/mmBTU for the current Unit Operating Day and all hourly emission rates in lb/mmBTU for the previous 29 Unit Operating Days. A new 30-Day Rolling Average Emission Rate shall be calculated for each new

Unit Operating Day. Each 30-Day Rolling Average Emission Rate shall exclude all data from periods of startup and shutdown, as defined in 40 C.F.R. § 63.10042.

- o. "Unit" means collectively, the coal pulverizers, stationary equipment that feeds coal to the Boiler, the Boiler that produces steam for the steam turbine, the steam turbine, the generator, the equipment necessary to operate the generator, steam turbine, and Boiler, and all other equipment, including but not limited to pollution control equipment, CCR Facilities and systems necessary for production of electricity. An electric steam generating station may be comprised of one or more Units.
- p. "Unit Operating Day" means any Day on which a Unit fires any fossil fuel.

III. ACTIONS OF THE PARTIES

7. On or before July 1, 2022, Talen Montana, LLC and Puget Sound Energy¹ shall cease combustion of fuel at and permanently cease operation of the Boilers for Colstrip Power Plant Units 1 and 2 and shall not, thereafter, burn any fuel in or otherwise operate those Boilers. The decision to cease operation of the Boilers for Units 1 and 2 is solely that of Talen Montana, LLC and Puget Sound Energy as they are

¹ This obligation applies to Talen Montana LLC and Puget Sound Energy (hereinafter, "Owners of Colstrip Units 1 and 2") as the current owners of Units 1 and 2. This obligation is transferable pursuant to section VI if ownership of Unit 1 and/or 2 changes.

the current owners of Units 1 and 2. Because the other Defendants are not owners of Units 1 or 2, they have no control over the decision to cease operation of the Boilers for Units 1 and 2 or the implementation thereof. All other equipment at Units 1 and 2 may continue to be used to support the operation of Units 3 and 4; however, Units 1 and 2 B Pond may be used only through July 1, 2022 as emergency back-up, to support the conversion of the Units 3 and 4 CCR Units to dry disposal, and/or to facilitate the closure of CCR Units under the CCR Rule, and shall not be used thereafter.

Notwithstanding termination of this Consent Decree pursuant to Section XI, the requirements of this paragraph are permanent and shall survive termination of this Consent Decree.

8. Thirty days after the Date of Entry, Colstrip Units 1 and 2 shall comply with the following emission limits:

a. Nitrogen Oxides.

- i. Colstrip Unit 1 shall achieve and maintain a 30-Day Rolling Average Emission Rate for nitrogen oxides of no greater than 0.45 lb/mmBTU.
- ii. Colstrip Unit 2 shall achieve and maintain a 30-Day Rolling Average Emission Rate for nitrogen oxides of no greater than 0.20 lb/mmBTU.
- iii. Compliance with the 30-Day Rolling Average Emission Rate for nitrogen oxides for Units 1 and 2 shall be based on NO_x emission data obtained from a CEMS in accordance with the procedures of 40 C.F.R. Part 75, except that NO_x emissions data need not be bias adjusted and the missing data

substitution procedures of 40 C.F.R. Part 75 shall not apply to such determinations. Diluent capping (*i.e.*, 5% CO₂) will be applied to the NO_x emission rate for any hours where the measured CO₂ concentration is less than 5% following the procedures in 40 C.F.R. Part 75, Appendix F, Section 3.3.4.1.

b. Sulfur Dioxide.

- i. Colstrip Units 1 and 2 shall each achieve and maintain a 30-Day Rolling Average Emission Rate for sulfur dioxide of no greater than 0.40 lb/mmBTU.
- ii. Compliance with the 30-Day Rolling Average Emission Rate for sulfur dioxide shall be determined by emission data obtained from a CEMS according to the procedures of 40 C.F.R. Part 75, except that sulfur dioxide emissions data need not be bias adjusted and the missing data substitution procedures of 40 C.F.R. Part 75 shall not apply to such determinations. Diluent capping (*i.e.*, 5% CO₂) will be applied to the sulfur dioxide Emission Rate for any hours where the measured CO₂ concentration is less than 5% following the procedures in 40 C.F.R. Part 75, Appendix F, Section 3.3.4.1.

9. For the next application for renewal of the operating permit for the Colstrip Plant pursuant to 42 U.S.C. §§ 7661-7661f and 40 C.F.R. pt. 70 or pt. 71, the Owners of Colstrip Units 1 and 2 shall ensure that a request is made to MDEQ that the

permit include the emission rate limits in paragraph 8 and the obligation to cease operation of the Boilers at Units 1 and 2, as required under this Consent Decree

10. Plaintiffs shall not initiate or participate in any judicial or administrative proceeding, or submit written comments, challenging any permit changes necessary for Defendants to effectuate the commitments in Paragraphs 7, 8 and 9 or permit changes necessary to effectuate, or required as a result of, discontinuation of operations at Colstrip Units 1 and 2.

11. Plaintiffs shall not initiate or participate in any judicial or administrative proceeding for the purpose of forcing closure of Colstrip Units 1 and 2 prior to July 1, 2022. Provided, however, that if a proceeding is initiated by a utility or governmental entity (e.g., a public utility commission), Plaintiffs may participate in such proceeding, including responding to retirement dates proposed by other parties, but will not affirmatively propose or support a date prior to July 1, 2022, unless first proposed by one or more of the Owners of Colstrip Units 1 and 2 or a governmental entity.

IV. NOTIFICATIONS AND RECORDKEEPING

12. All notifications, submittals, reports, and other information required by this Decree shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing.

For the Plaintiff:

Environmental Law Program
Attn: Managing Attorney, Gloria Smith
Sierra Club
2101 Webster St., Suite 1300
Oakland, CA 94612
(415) 977-5608
gloria.smith@sierraclub.org

Deputy Director
Montana Environmental Information Center
P.O. Box 1184
Helena, MT 59624
office: (406) 443-2520
ahedges@meic.org

For Defendants:

Joshua Frank
Baker Botts L.L.P.
1299 Pennsylvania Ave., N.W.
Washington, DC 20004
(202) 639-7748
joshua.frank@bakerbotts.com

V. EFFECT OF SETTLEMENT

13. This Consent Decree represents full and final settlement between the Parties. This Consent Decree resolves, and Plaintiffs release and waive, any and all civil claims, causes of action, demands, actions and/or rights of action, that Plaintiffs may have against Defendants for violations of the Clean Air Act at Colstrip Units 1 through 4 occurring on and before the Date of Entry of this Consent Decree by the Court arising under the Prevention of Significant Deterioration and/or New Source Review programs, New Source Performance Standards, and any requirement to obtain a Montana Air Permit that arose from any modifications commenced at the Colstrip

Power Plant prior to the date of lodging of the Consent Decree, including but not limited to those modifications alleged in the Complaint filed in the pending civil action, under any or all of: (a) Part C or D of Subchapter I of the CAA, 42 U.S.C. §§ 7470-7492, 7501-7515, and the implementing PSD and Nonattainment NSR provisions of the Montana State Implementation Plan; (b) Section 111 of the CAA, 42 U.S.C. § 7411, and 40 C.F.R. § 60.14; and (c) Title V of the CAA, 42 U.S.C. §§ 7661-7661f. Notwithstanding termination of this Consent Decree pursuant to Section XI, the requirements of this paragraph are permanent and shall survive termination of this Consent Decree.

14. Plaintiffs release and waive any and all claims, past or current, that Plaintiffs may have against Defendants based on operation of Colstrip Unit 1 or 2 through the Date of Entry of this Consent Decree by the Court, based on any federal environmental statute or regulation, including the Clean Air Act, Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Safe Drinking Water Act, or any similar state statute or regulation, or state common law tort (“Environmental Statutes”). Notwithstanding termination of this Consent Decree pursuant to Section XI, the requirements of this paragraph are permanent and shall survive termination of this Consent Decree.

15. Plaintiffs release and waive any and all claims relating to the future operation of Colstrip Unit 1 or 2 from the Date of Entry of this Consent Decree by the Court until the Boilers for Colstrip Units 1 and 2 permanently cease operation pursuant

to Paragraph 7 under Environmental Statutes. However, the released claims in this paragraph do not include claims resulting from operation of Unit 1 or 2 in a manner that causes an unexpected and unintended sudden release of contaminants to the environment which poses a significant threat to human health or the environment. With respect to the CCR Facilities at Units 1 and 2, Plaintiffs release and waive all claims as provided for in any agreement between the parties in *MEIC, et. al. v. MDEQ, et. al.*, cause no. DV 12-42 (Montana 16th Judicial Court). Notwithstanding termination of this Consent Decree pursuant to Section XI, the requirements of this paragraph are permanent and shall survive termination of this Consent Decree.

16. Nothing in this Consent Decree releases, waives or limits any claims Plaintiffs might have relating to any installation of a new Boiler at the Colstrip Plant. Notwithstanding the preceding sentence, cessation of operation of the Boilers at Units 1 and 2 will result in a need for an Auxiliary/Heating Boiler to supply high pressure steam in the event of a cold start of Unit 3 or 4 and low pressure steam to be used for building heat during periods when both units are offline during cold weather. When used for a cold start, the Auxiliary/Heating Boiler will be operated no more than 400 hours per year. This operational limit shall not apply when both Units 3 and 4 are offline, and when the Auxiliary/Heating Boiler is necessary to provide building heat. Plaintiffs agree not to initiate or participate in any judicial or administrative proceeding, or submit written comments, challenging any permitting required for one auxiliary heater and one auxiliary Boiler as described above. Notwithstanding termination of

this Consent Decree pursuant to Section XI, the requirements of this paragraph are permanent and shall survive termination of this Consent Decree

17. Plaintiffs shall not fund any third party litigation involving any claims settled, released and waived by this Consent Decree. Notwithstanding termination of this Consent Decree pursuant to Section XI, the requirements of this paragraph are permanent and shall survive termination of this Consent Decree.

18. Plaintiffs shall not:

- (a) Oppose Defendants' position in any judicial or administrative proceeding that compliance with the terms of this Consent Decree, including the emissions reductions resulting from cessation of operation of the Boilers at Units 1 and 2, are sufficient to resolve best available retrofit technology emission rates under the Clean Air Act's Regional Haze program, 40 C.F.R. § 51.308(e).
- (b) Advocate in any judicial or administrative proceeding for additional environmental controls on Units 1 and 2 in the plan required by July 31, 2018 pursuant to 40 C.F.R. § 51.308(f) (2015) or as extended pursuant to EPA rule.
- (c) Submit written comments to an administrative agency, or file or join litigation, opposing Defendants' receipt of carbon dioxide emission credit allocations as part of a Montana State Implementation Plan, or Federal

Implementation Plan for Montana, that implements the Clean Power Plan rule, 80 Fed. Reg. 64,662 (Oct. 23, 2015).²

Notwithstanding termination of this Consent Decree pursuant to Section XI, the requirements of this paragraph are permanent and shall survive termination of this Consent Decree.

19. Nothing in this Consent Decree shall restrict or control Plaintiffs' comments, litigation, or any other activity related to state or federal implementation plans for Montana other than those expressly identified in Paragraph 18 of this Consent Decree.

20. The failure of any Party to comply with any requirement contained in this Decree will not excuse the obligation to comply with other requirements contained herein.

² Subparagraph 18(c) does not apply to any other party in any other case and does not reflect Plaintiffs' national policy position regarding the validity of allowances under the Clean Power Plan.

VI. SALES OR TRANSFERS OF OWNERSHIP INTERESTS

21. If either of the Owners of Colstrip Units 1 and 2 propose to sell or transfer an Ownership Interest in Colstrip Unit 1 or 2 to an entity other than Talen Montana, LLC, or Puget Sound Energy (a "Third Party Purchaser"), that Defendant shall advise the Third Party Purchaser in writing of the existence of this Consent Decree prior to such sale or transfer, and shall send a copy of such written notification and a copy of any written agreement proposing the transfer of an Ownership Interest to the Plaintiffs pursuant to Section IV (Notification) of this Consent Decree at least 60 Days before such proposed sale or transfer. Recipients of this notice shall treat it as confidential for the 60 days if requested by the Defendant.

22. No earlier than 30 days after providing the notice in Paragraph 21, the Defendant may file a motion with the Court to modify this Consent Decree to make the terms and conditions of this Consent Decree applicable to the Third Party Purchaser. No sale or transfer to a Third Party Purchaser of an Ownership Interest shall take place before the Third Party Purchaser has executed, and the Court has approved, a modification pursuant to Section IX (Modification) of this Consent Decree making the Third Party Purchaser a party to this Consent Decree and liable for the transferring Defendant's applicable requirements of this Consent Decree.

23. This Consent Decree shall not be construed to impede the transfer of any Ownership Interests between any Defendant and any Third Party Purchaser so long as the requirements of this Consent Decree are met. This Consent Decree shall not be

construed to prohibit a contractual allocation – as between Defendant and any Third Party Purchaser of Ownership Interests – of the burdens of compliance with this Consent Decree.

24. No sale or transfer of an Ownership Interest, whether in compliance with the procedures of this Section or otherwise, shall relieve Talen Montana, LLC, or Puget Sound Energy of its obligation to ensure that the terms of this Consent Decree are implemented, unless the transferee agrees to undertake all of the obligations required by this Consent Decree that may be applicable to the transferred or purchased Ownership Interests, and to be substituted for the transferring Defendant as a Party under the Decree pursuant to Section IX (Modification) and thus be bound by the terms thereof.

25. The obligations of the Owners of Colstrip Units 1 and 2 set forth in Paragraphs 7, 8 and 9 may be carried out on their behalf and at their direction by their agents, or the agents of any future owner of Units 1 and 2 pursuant to Section VI (Sales or Transfers of Ownership Interests), or may be carried out directly by the Owners of Colstrip Units 1 and 2. Such agent may be an entity charged with operating Units 1 and 2 (an “Operator”). The current Operator of Units 1 and 2 is Defendant Talen Montana, LLC. The Owners of Colstrip Units 1 and 2 represent and warrant that they have the authority to enter into the commitments set forth in Paragraphs 7, 8 and 9 and the authority to direct their agents as necessary, including an Operator, to carry out such commitments. If the Owners of Colstrip Units 1 and 2 enter into any agency

relationship in the future by which the agent shall be responsible for carrying out the commitments of this Consent Decree, and such agent (including any Operator) is any entity other than Talen Montana, LLC or Puget Sound Energy, then the Owners of Colstrip Units 1 and 2 shall notify such agent of the existence of this Consent Decree prior to the commencement of the agency relationship. Further, in engaging such agent (including any future Operator), the Owners of Colstrip Units 1 and 2 agree to ensure that they will retain the authority to direct such agent to comply with the obligations of this Consent Decree.

VII. DISPUTE RESOLUTION

26. The dispute resolution procedure provided by this Section shall be used to resolve all disputes arising under this Consent Decree, provided that the Party invoking such procedure has first made a good faith attempt to resolve the matter with the other Party. The provisions of this Section VII shall be the sole and exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree.

27. The dispute resolution procedure required herein shall be invoked by one Party giving written notice to the other Party advising of a dispute pursuant to this Section. The notice shall describe the nature of the dispute and shall state the noticing Party's position with regard to such dispute. The Party receiving such a notice shall acknowledge receipt of the notice, and the Parties in dispute shall expeditiously schedule a meeting to discuss the dispute informally not later than 14 Days following receipt of such notice.

28. In the event Defendant(s) assert either or both Plaintiffs are in violation of any provision of this Consent Decree related to release, forbearance, or withdrawal of claims, Defendant(s) will provide Plaintiffs with written notice of such asserted violation. Before pursuing action to enforce Plaintiffs' asserted violation, Defendant(s) will provide Plaintiffs an opportunity to take reasonable action to cure such asserted violation within 30 days of receiving written notice. Reasonable action to cure an asserted violation may include, but is not limited to, withdrawing comments, dismissing claims, or filing corrective statements, comments and/or testimony. Defendant(s) shall not unreasonably determine such actions to be an inadequate cure for an asserted violation.

29. The Parties shall attempt to resolve the dispute within 30 days of the written notice. If the parties are unable to reach resolution within that time frame, any Party may file an action or motion to enforce this Consent Decree with the Court.

30. The Court shall decide all disputes pursuant to applicable principles of law for resolving such disputes. This Court shall not draw any inferences nor establish any presumptions adverse to either Party as a result of invocation of this Section or the Parties' inability to reach agreement.

31. No party shall be entitled to money damages for any breach of this Consent Decree. Specific performance shall be the sole remedy for any breach of this Consent Decree.

VIII. ATTORNEYS FEES AND COSTS

32. Any Party may petition or move the Court for an award of costs and/or attorneys' fees for the litigation in this case, to the extent allowed by law. The date for filing such petition or motion shall be 30 days after entry of the Consent Decree by the Court.

33. Nothing in this Consent Decree shall constitute an admission by any Party as to liability for costs or fees from any other Party.

IX. MODIFICATION

34. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by Plaintiffs and the Defendants. Where the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon approval by the Court.

X. RETENTION OF JURISDICTION

35. Until termination of this Decree, this Court shall retain jurisdiction over both the subject matter of this Decree and the Parties to this Decree to enforce the terms and conditions of this Decree. Following termination, the Court shall retain jurisdiction to enforce the provisions and obligations set forth herein that are permanent.

XI. TERMINATION

36. This Decree shall automatically terminate on January 1, 2023. However, if any Party has invoked the Dispute Resolution provisions in Section VII of this

Consent Decree asserting prior to January 1, 2023 that the other Party has not fulfilled any obligation under this Decree, the Decree shall terminate upon the resolution of the dispute and, if required, the fulfillment of any outstanding obligations under the Decree. Termination of this Decree shall not affect any matter expressly set forth in this Decree that is to survive as an agreement between the Parties.

XII. LODGING AND ENTRY OF DECREE

37. The Parties agree to cooperate in good faith in order to obtain the Court's review and entry of this Decree.

38. Pursuant to 42 U.S.C. § 7604(c)(3), this Decree will be lodged with the Court and simultaneously presented to the United States for its review and comment for a period of 45 days. After the review period has elapsed, the Decree may be entered by the Court. If the Decree is not entered by the Court, the Parties shall retain all rights they had in this litigation before the Date of Lodging.

39. The Parties agree to cooperate in good faith in order to expeditiously obtain EPA and United States Attorney General (Department of Justice, or "DOJ") review and District Court approval. In the event that DOJ or EPA comments upon the terms of this Decree, the Parties agree to discuss and address such comments to support the entry of the Consent Decree or to make any revisions to the Decree as the Parties determine may be appropriate.

XIII. SIGNATORIES

40. Each undersigned representative of a Party to this Decree certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind such Party to this Decree.

41. The Parties hereby agree not to oppose entry of this Decree by this Court or challenge any provision of this Decree.

XIV. COUNTERPARTS

42. This Decree may be signed in counterparts.

THE UNDERSIGNED Parties enter into this Decree and submit it to this Court for approval and entry.

SO ORDERED:

UNITED STATES DISTRICT JUDGE

Dated this ___ day of _____, 2016.

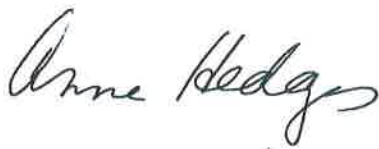
For Plaintiff Sierra Club:



Bruce Nilles
Senior Director, Beyond Coal Campaign
Sierra Club

Date: 7/8/16

For Plaintiff Montana Environmental Information Center:



Anne Hedges, Deputy Director
Montana Environmental Information Center

Date: 7/8/16

For Talen Montana, LLC (formerly PPL Montana, LLC):

By:
Title:

Date: _____

For Avista Corporation:

By:
Title:

Date: _____

For Plaintiff Sierra Club:

Bruce Nilles
Senior Director, Beyond Coal Campaign
Sierra Club

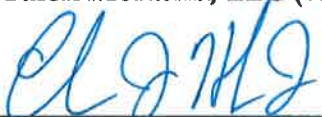
Date: _____

For Plaintiff Montana Environmental Information Center:

Anne Hedges, Deputy Director
Montana Environmental Information Center

Date: _____

For Talen Montana, LLC (formerly PPL Montana, LLC):



By: CLARENCE J HOFF JR
Title: PRESIDENT

Date: 7/8/16

For Avista Corporation:

By:
Title:

Date: _____

For Plaintiff Sierra Club:

Bruce Nilles
Senior Director, Beyond Coal Campaign
Sierra Club

Date: _____

For Plaintiff Montana Environmental Information Center:

Anne Hedges, Deputy Director
Montana Environmental Information Center


Date: _____

For Talen Montana, LLC (formerly PPL Montana, LLC):

By:
Title:

Date: _____


For Avista Corporation:



By: Dennis Vermillion
Title: SR Vice President

Date: 7/8/2016

For Puget Sound Energy:



By: Steve Secrist
Title: Sr Vice President
General Counsel

Date: 7/8/16

For Portland General Electric Company:

By:
Title:

Date: _____

For NorthWestern Corporation:

By:
Title:

Date: _____

For PacifiCorp:

By:
Title:

Date: _____

For Puget Sound Energy:

By:
Title:

Date: _____

For Portland General Electric Company:

James Piro ^{*JIP*}

By: *JAMES PIRO*
Title: *PRESIDENT & CEO*

Date: 7/8/2016

For NorthWestern Corporation:

By:
Title:

Date: _____

For PacifiCorp:

By:
Title:

Date: _____

For Puget Sound Energy:

By:
Title:

Date: _____

For Portland General Electric Company:

By:
Title:

Date: _____

For NorthWestern Corporation:

Heather H. Grahame
By: Heather H. Grahame
Title: Vice President & General Counsel

Date: July 8, 2016

For PacifiCorp:

By:
Title:

Date: _____

For Puget Sound Energy:

By:
Title:

Date: _____

For Portland General Electric Company:

By:
Title:

Date: _____

For NorthWestern Corporation:

By:
Title:

Date: _____

For PacifiCorp:



By: R. Jeff Richards
Title: Vice President & General Counsel

Date: July 11, 2016