

ELECTRIC TARIFF



Original	Revised	Sheet No.	<u>R-18.1</u>
Canceling	Revised	Sheet No.	<u>R-18.1</u>

Rule No. 18

LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Applicability:

For Small Generator Facilities with an Aggregate Nameplate Capacity of up to 50 kilowatts (kW) alternating current (AC), approved for Interconnection under Level 1 Expedited.

Level 1 Interconnection Agreement

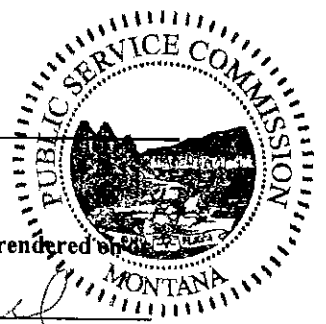
This Small Generator Interconnection Agreement ("Agreement") is made and entered into this day of _____ 20__ (the "Effective Date"), by NorthWestern Corporation, a Delaware corporation d/b/a NorthWestern Energy ("NorthWestern") with offices at 11 E. Park, Butte, Montana, 59701-9394, and [(if individual(s), the name of the owner of the premises)] or [, a organized under the laws of the State of (if entity, the full legal name of the corporation/LLC/etc. that is the owner of the premises)] ("Customer-Generator") with an address of . Customer-Generator and NorthWestern each may be referred to as a "Party" or collectively as the "Parties" herein.

Premise Number:

When used in this Agreement, with capitalization, the terms specified shall have the meanings indicated or specified in the Agreement.

1. **Request for Interconnection.** Customer-Generator's request for Interconnection as approved by NorthWestern, is made part of this Agreement and incorporated herein as Attachment 1. The Small Generator Facility shall be constructed in the configuration and with the equipment specified in the approved request. To the extent there is any deviation that is not agreed to in writing by NorthWestern, the submission of a new request for Interconnection by the Customer-Generator is required.
2. **No Future Modifications to the Small Generator Facility.** Customer-Generator agrees that, without prior written permission from NorthWestern, no modifications shall be made to the Small Generator Facility as initially approved by NorthWestern. NorthWestern's review shall be completed within 10 business days of receipt of any request for modification. Any increase to the Small Generator Facility Nameplate Capacity requires a new request for Interconnection. Repair and replacement of existing Small Generator Facility components with like components that meet the current versions of Underwriters Laboratories (UL) 1741 certification and Institute of Electrical and Electronics Engineers (IEEE) 1547 requirements for Level 1 facilities and not resulting in increases in Small Generator Facility Nameplate Capacity do not require approval. If the Small

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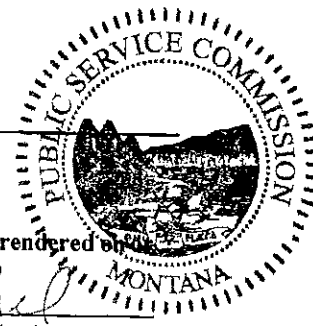
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LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Generator Facility includes storage components, Customer-Generator shall maintain the settings originally approved by NorthWestern as detailed in Attachment 1.

3. **Installing, Operating, and Maintaining the Generation Facility.** Customer-Generator shall construct, operate, and maintain the Small Generator Facility, at Customer-Generator's sole cost and expense, in accordance with Customer-Generator's request and the current version of IEBE 1547, the current version of UL 1741, the regulations of the Montana Public Service Commission (MPSC), NorthWestern's approved tariffs, all other applicable local, state, and federal codes and laws. Customer-Generator shall remain responsible for the Small Generator Facility through the point of Interconnection -- the point where Small Generator Facility connects with the Electric Distribution System.
4. **Permits and Approvals.** Customer-Generator is responsible for obtaining all required permits and approvals for its Small Generator Facility and is responsible for the actions of contractors or other agents hired by Customer-Generator for design and installation of the Small Generator Facility.
5. **Protection of the Small Generator Facility.** Customer-Generator is responsible for protecting, at Customer-Generator's sole expense, its Small Generator Facility from any condition or disturbance on the Electric Distribution System, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that NorthWestern shall be responsible for repair of damage to the Small Generator Facility resulting solely from negligence or willful misconduct on the part of NorthWestern.
6. **Electrical Isolation of the Small Generator Facility.** The Small Generator Facility shall be capable of being manually isolated from the Electric Distribution System by means of an external, lockable, visible load break disconnect switch accessible by NorthWestern. The disconnect switch shall be installed, owned, and maintained by the Customer-Generator and located within 10 feet of Customer-Generator's electric meter and shall be clearly marked "Generator Disconnect Switch" on a weather resistant placard. This switch shall be readily accessible to NorthWestern personnel at all times, and NorthWestern may lock this switch open whenever necessary to maintain safe electrical operating conditions. If the disconnect switch will be located farther than 10 feet away from the NorthWestern meter, written permission must be granted by NorthWestern and a weather resistant placard shall be mounted next to the meter indicating clearly where the disconnect switch is located.

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7. **Metering.** Any metering necessitated by the Small Generator Facility Interconnection shall be installed, operated, and maintained by NorthWestern. NorthWestern will provide a net metering Customer-Generator a standard meter capable of registering the flow of electricity in two directions at no additional charge. A non-net metering Customer-Generator shall be responsible for NorthWestern's reasonable and necessary metering costs related to the Small Generator Facility Interconnection as specified in Attachment 2 to this Agreement.

8. **Witness Test.**

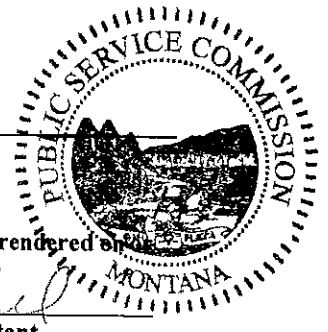
_____ If there is an "X" on this line, NorthWestern intends to perform a witness test after the Small Generator Facility is completed. Customer-Generator shall provide NorthWestern at least 20 business days' notice of its planned commissioning test. Upon receipt of such notice, NorthWestern shall contact Customer-Generator to schedule the witness test at a mutually agreeable time within 10 business days of the scheduled commissioning test. If NorthWestern does not perform the witness test within 10 business days of the commissioning test, the witness test is deemed waived. If the witness test is not acceptable to NorthWestern, NorthWestern must document all deficiencies and provide a written report identifying the deficiencies to Customer-Generator within 5 business days of the witness test. Customer-Generator shall be granted a period of 30 business days to address and resolve any deficiencies.

_____ If there is an "X" on this line, NorthWestern waives its right to perform a witness test. Once parallel operation of the Small Generator Facility has been authorized by NorthWestern pursuant to Section 10 of this Agreement, NorthWestern may not require Customer-Generator to further test its facility.

If a witness test is not performed by NorthWestern or an entity approved by NorthWestern, Customer-Generator must still satisfy the Interconnection test specifications and requirements set forth in the current version of IEEE 1547. Customer-Generator shall, if requested by NorthWestern, provide a copy of all documentation in its possession regarding testing conducted pursuant to the current version of IEEE 1547.

9. **Inspection.** NorthWestern reserves the right to inspect the Small Generator Facility before and after Interconnection approval is granted by NorthWestern, at reasonable hours and with reasonable prior notice provided to the Customer-Generator.

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LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

10. **Authorization to Interconnect and Operate.** Except as necessary for operational testing, the extent of which is not to exceed 2 hours, Customer-Generator shall not operate the Small Generator Facility in parallel with the Electric Distribution System until the appropriate billing meter has been installed. NorthWestern will change out the meter once the items listed below have occurred:
- a. Customer-Generator has executed this Agreement;
 - b. The Small Generator Facility has been inspected by the local or municipal electric code official(s) with jurisdiction, and documentation of their approval on the form(s) normally used by the local inspecting authority has been provided to NorthWestern;
 - c. Upon completion of the Small Generator Facility installation, a completed Installation Verification form signed by the installer, using the form set forth in Attachment 3 to this Agreement, has been returned to NorthWestern (it is preferred that the completed Installation Verification form be submitted at the same time as documentation of the inspection by the electric code official(s) required in 10b above); and
 - d. NorthWestern has either:
 - i. conducted an inspection(s) and/or witness test;
 - ii. waived its right to inspect the Small Generator Facility or conduct a witness test by not scheduling an inspection or witness test; or
 - iii. explicitly waived the right to inspect the Small Generator Facility or conduct a witness test.

NorthWestern will make reasonable efforts to install an appropriate billing meter within 20 business days after the requirements in items a, b, c, and d in this Section are satisfied. NorthWestern will make reasonable efforts to contact customer to notify the customer prior to installing the meter.

11. **No Warranty.** By entering into this Agreement, or by inspection or witness test, if any, or by non-rejection, or by approval, or in any other way, NorthWestern does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable standards, codes, or requirements, or as to any other characteristics of the Small Generator Facility and related equipment.

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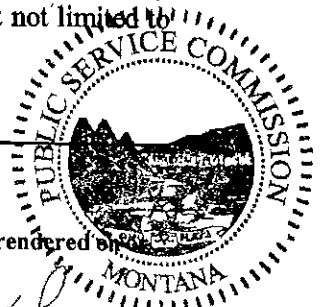
LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

12. **Access.** NorthWestern shall have access to the metering equipment of the Small Generator Facility and the isolation device required under Section 6 of this Agreement at all times. NorthWestern will provide reasonable notice to the Customer-Generator when possible prior to accessing the Small Generator Facility.
13. **Temporary Disconnection.** NorthWestern may temporarily disconnect the Small Generator Facility upon the following conditions:
- a. For scheduled outages;
 - b. For unscheduled outages or emergency conditions such as a safety hazard to the Electric Distribution System, NorthWestern's personnel, or to the general public; or
 - c. If the Small Generator Facility does not operate in the manner consistent with the terms and conditions of this Agreement.

In the case of a scheduled outage, NorthWestern shall make reasonable efforts to inform the Customer-Generator of the planned outage in advance of disconnection. In the case of an unscheduled outage, NorthWestern will provide to the Customer-Generator, upon request, a written report explaining the reasons for the disconnection.

14. **Indemnification and Limitation of Liability.**
- a. **General Indemnification.** This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Each Party (each an "Indemnifying Party") shall at all times indemnify, defend, and hold the other Party (each the "Indemnified Party") harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party's action or failure to meet its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.
 - b. **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, including but not limited to

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loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.

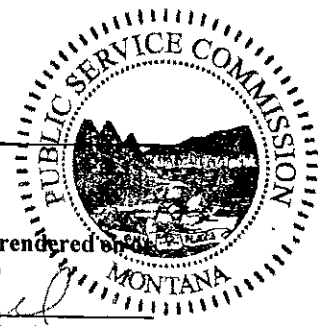
- 15. **Taxes.** The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service requirements.
- 16. **Term and Termination.** This Agreement shall become effective on the Effective Date and shall remain in effect for a period of 10 years from the Effective Date or such other longer period as the Customer-Generator may request. At the expiration of the term, this Agreement will automatically renew for successive one-year periods, unless terminated in accordance with this Section 16.

This Agreement may be terminated:

- a. By the Customer-Generator at any time by providing written notice to NorthWestern;
- b. By NorthWestern if the Small Generator Facility fails to operate for any consecutive 12-month period or if the settings for the storage components of the Small Generator Facility change from those originally approved by NorthWestern;
- c. By either Party upon the occurrence of a material breach of this Agreement; provided the defaulting Party is provided a reasonable opportunity to cure the violation after receipt of written notice of the default; or
- d. Automatically upon Customer-Generator's sale or transfer of ownership of the Small Generator Facility, provided that the Agreement will survive the transfer of ownership if a subsequent owner agrees in writing to assume contractual responsibility utilizing the form set forth in Attachment 4.

Upon termination, NorthWestern may disconnect the Small Generator Facility from the Electric Distribution System. All reasonable disconnection costs are the responsibility of the Customer-Generator. NorthWestern will not disconnect the Small Generator Facility if a subsequent owner assumes contractual responsibility pursuant to the form set forth in Attachment 4.

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LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

- 17. **Survival Rights.** This Agreement shall continue in effect after termination to the extent necessary to allow or require either party to fulfill rights or obligations that arose under the Agreement during Customer-Generator's operation of the Small Generator Facility.
- 18. **Governing Law, Regulatory Authority, and Dispute Resolution.** The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles. Interconnection disputes under this Agreement will be resolved in accordance with ARM 38.5.8413.

19. **Representatives:**

For the Customer-Generator:

For NorthWestern:

NorthWestern Energy
 Interconnection Coordinator
 11 East Park Street
 Butte, Montana 59701

- 20. **Miscellaneous.** This Agreement may not be assigned by the Customer-Generator without the written consent of NorthWestern provided, however, that this Agreement may be assigned to and assumed by a new Customer-Generator utilizing the form attached to this Agreement as Attachment 4. The Parties may amend this Agreement by a written instrument duly executed by both Parties. 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 a waiver of any obligation, right, or duty of, or imposed upon, such Party. This Agreement constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect. 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.

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NorthWestern
Energy

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Revised

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LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

21. **Signatures.** In witness whereof, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

NorthWestern:

Customer-Generator:

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: (if applicable) _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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Docket No.: 2016.09.066 (D2016.9.66), Order No. 7621a
Commission Approved: April 29, 2019
Tariff Letter No.: 356-E
Agenda No.: 19-04-29

Effective for services rendered on
after October 1, 2019

Suzanne Ford
Administrative Assistant



Rule No. 18

LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Attachment 1

Customer-Generator's Approved Request

(Intentionally Blank – Project Specific)

(continued)



Rule No. 18

LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Attachment 2

Metering Costs for Which Non-Net Metering Customer-Generator Is Responsible

(Intentionally Blank – Project Specific)

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ELECTRIC TARIFF



Canceling Original Revised Sheet No. R-18.11
Revised Sheet No. R-18.11

Rule No. 18

LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Attachment 3
Installation Verification Form
To Be Returned Upon Completion of Installation

Small Generator Interconnection Project No. _____

Check one:

_____ I certify that the as-built Small Generator Facility to be Interconnected under the above referenced Interconnection Agreement matches the Small Generator Facility specified on the above referenced Small Generator Interconnection Request both in terms of configuration (i.e. one-line diagram) and the equipment actually used to construct the facility.

OR,

_____ I certify that the as-built Small Generator Facility to be Interconnected under the above referenced Interconnection Agreement matches the Small Generator Facility specified on the above referenced Small Generator Interconnection Request both in terms of configuration (i.e. one-line diagram) and the equipment actually used to construct the facility, except as detailed on the attached sheet. In addition to identifying the deviations in the as-built Small Generator Facility, I have attached a copy of NorthWestern's written agreement for each deviation.

Installer: Name: _____
(Print)
Signature: _____
Company: _____
(Print)
Date: _____

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ELECTRIC TARIFF



Canceling

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Sheet No. R-18.12

Revised

Sheet No. R-18.12

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LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Attachment 4

Assignment and Assumption Agreement

Level 1 Small Generator Facility Interconnection Agreement

This Assignment and Assumption Agreement ("Assignment") is made and entered into by and between ("Customer-Generator") and ("Purchaser").

RECITALS:

WHEREAS, Customer-Generator owns a Small Generator Facility (Small Generator Interconnection Premise No. _____) located at _____ (the "Property"), and operates the same pursuant to a Small Generator Facility Interconnection Agreement dated the _____ day of _____ 20____ (the "Agreement") with NorthWestern Corporation, a Delaware corporation d/b/a NorthWestern Energy; and

WHEREAS, Customer-Generator desires to assign, and Purchaser desires to receive and accept, all rights and obligations under the Agreement.

AGREEMENT:

1. When used in this Assignment, with capitalization, the terms specified shall have the meanings indicated or specified in the Agreement.
2. **Assignment.** Customer-Generator assigns all rights and interest in the Agreement to Purchaser.
3. **Assumption.** Purchaser assumes the Agreement, acknowledges receipt of a copy thereof, and agrees to comply with the requirements set forth therein. Purchaser does not assume any liability for acts or omissions of Customer-Generator accruing prior to the effective date of this Assignment. Upon assignment of the Agreement, Purchaser shall be referred to as the "Customer-Generator".
4. **Effective Date.** This Assignment is effective the later of: (i) Customer-Generator's conveyance of title to the Property to Purchaser; or (ii) NorthWestern's acknowledgment.

This Assignment may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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**NorthWestern
Energy**

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LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Customer-Generator:

Name: _____
(Print)

Title: (if applicable): _____

Signature: _____

Date: _____

Purchaser:

Name: _____
(Print)

Title: (if applicable): _____

Signature: _____

Date: _____

Acknowledgment: NorthWestern Energy

Name: _____

Title: _____

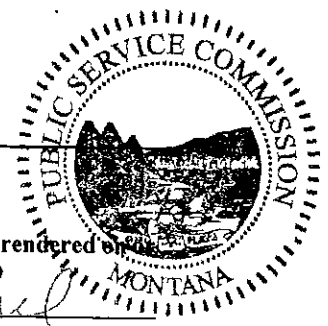
Date: _____

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Docket No.: 2016.09.066 (D2016.9.66), Order No. 7621a
Commission Approved: April 29, 2019
Tariff Letter No.: 356-E
Agenda No.: 19-04-29

Effective for services rendered on
after October 1, 2019

Stephanie J. ...
Administrative Assistant



ELECTRIC TARIFF

NorthWestern Energy

Original Revised Sheet No. R-18.14
Canceling Revised Sheet No. R-18.14

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LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Level 1 Interconnection Agreement - Transfer

Applicability:

For Small Generator Facilities with an Aggregate Nameplate Capacity of up to 50 kilowatts (kW) alternating current (AC), approved for Interconnection under Level 1 Expedited.

This Small Generator Interconnection Agreement – Level 1 Transfer (“Agreement”) is made and entered into this ___ day of _____ 20__ (the “Effective Date”), by NorthWestern Corporation, a Delaware corporation d/b/a NorthWestern Energy (“NorthWestern”) with offices at 11 E. Park, Butte, Montana, 59701-9394, and [(if individual(s), the name of the owner of the premises)] or [, a organized under the laws of the State of (if entity, the full legal name of the corporation/LLC/etc. that is the owner of the premises)] (“Customer-Generator”) with an address of Customer-Generator and NorthWestern each may be referred to as a “Party” or collectively as the “Parties” herein.

Premise Number:

WHEREAS, Customer-Generator purchased a premises with a Small Generator Facility, and the prior owner was a party to a Small Generator Interconnection Agreement dated as of the ___ day of 20__ (the “Prior Agreement”); and

WHEREAS, the Prior Agreement terminated as of the date the previous owner conveyed the premises, and Customer-Generator desires to operate the Small Generator Facility under terms and conditions materially consistent with the Prior Agreement.

When used in this Agreement, with capitalization, the terms specified shall have the meanings indicated or specified in the Agreement.

- 1. Interconnection. The request for Interconnection incorporated into the Prior Agreement, as approved by NorthWestern, is made part of this Agreement and incorporated herein as Attachment 1.
2. No Future Modifications to the Small Generator Facility. Customer-Generator agrees that, without prior written permission from NorthWestern, no modifications shall be made to the Small Generator Facility as initially approved by NorthWestern. NorthWestern’s review shall be completed within 10 business days of receipt of any request for modification. Any increase to the Small Generator Facility Nameplate Capacity requires a new request for Interconnection.

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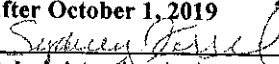
LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

and replacement of existing Small Generator Facility components with like components that meet the current versions of Underwriters Laboratories (UL) 1741 certification and Institute of Electrical and Electronics Engineers (IEEE) 1547 requirements for Level 1 facilities and not resulting in increases in Small Generator Facility Nameplate Capacity does not require approval.

3. **Operating and Maintaining the Generation Facility.** Customer-Generator shall operate and maintain the Small Generator Facility, at Customer-Generator's sole cost and expense, in accordance with the requirements of Attachment 1 and the current version of IEEE 1547, the current version of UL 1741, the regulations of the Montana Public Service Commission (MPSC), NorthWestern's approved tariffs, all other applicable local, state and federal codes and laws. Customer-Generator shall remain responsible for the Small Generator Facility through the point of Interconnection – the point where Small Generator Facility connects with the Electric Distribution System.
4. **Permits and Approvals.** Customer-Generator is responsible for obtaining all required permits and approvals for its Small Generator Facility.
5. **Protection of the Small Generator Facility.** Customer-Generator is responsible for protecting, at Customer-Generator's sole expense, its Small Generator Facility from any condition or disturbance on the Electric Distribution System, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that NorthWestern shall be responsible for repair of damage to the Small Generator Facility resulting solely from negligence or willful misconduct on the part of NorthWestern.
6. **Electrical Isolation of the Small Generator Facility.** The Small Generator Facility shall be capable of being manually isolated from the Electric Distribution System by means of an external, lockable, visible load break disconnect switch accessible by NorthWestern. The disconnect switch shall be installed, owned, and maintained by the Customer-Generator and located within 10 feet of Customer-Generator's electric meter and shall be clearly marked "Generator Disconnect Switch" on a weather resistant placard. This switch shall be readily accessible to NorthWestern personnel at all times, and NorthWestern may lock this switch open whenever necessary to maintain safe electrical operating conditions. If the disconnect switch will be located farther than 10 feet away from the NorthWestern meter, written permission must be granted by NorthWestern and a weather resistant placard shall be mounted next to the meter indicating clearly where the disconnect switch is located.

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Docket No.: 2016.09.066 (D2016.9.66), Order No. 7621a
 Commission Approved: April 29, 2019
 Tariff Letter No.: 356-E
 Agenda No.: 19-04-29

Effective for services rendered on and after October 1, 2019

 Administrative Assistant



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R-18.16
R-18.16

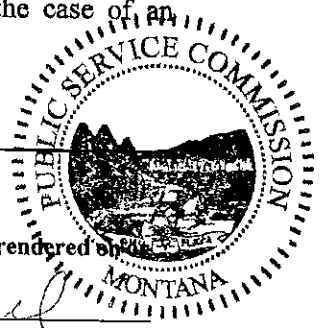
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LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

- 7. **Metering.** Any metering necessitated by the Small Generator Facility Interconnection shall be operated and maintained in accordance with applicable tariffs.
- 8. **Not Used.**
- 9. **Inspection.** NorthWestern reserves the right to inspect the Small Generator Facility before and after Interconnection approval is granted by NorthWestern, at reasonable hours and with reasonable prior notice provided to the Customer-Generator.
- 10. **Not Used.**
- 11. **No Warranty.** By entering into this Agreement, or by inspection or witness test, if any, or by non-rejection, or by approval, or in any other way, NorthWestern does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable standards, codes, or requirements, or as to any other characteristics of the Small Generator Facility and related equipment.
- 12. **Access.** NorthWestern shall have access to the metering equipment of the Small Generator Facility and the isolation device required under Section 6 of this Agreement at all times. NorthWestern will provide reasonable notice to the Customer-Generator when possible prior to accessing the Small Generator Facility.
- 13. **Temporary Disconnection.** NorthWestern may temporarily disconnect the Small Generator Facility upon the following conditions:
 - a. For scheduled outages;
 - b. For unscheduled outages or emergency conditions, such as a safety hazard to the Electric Distribution System, NorthWestern's personnel or to the general public; or
 - c. If the Small Generator Facility does not operate in the manner consistent with the terms and conditions of this Agreement.

In the case of a scheduled outage, NorthWestern shall make reasonable efforts to inform the Customer-Generator of the planned outage in advance of disconnection. In the case of an

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LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

unscheduled outage, NorthWestern will provide to the Customer-Generator, upon request, a written report explaining the reasons for the disconnection.

14. Indemnification and Limitation of Liability.

a. General Indemnification. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Each Party (each an "Indemnifying Party") shall at all times indemnify, defend, and hold the other Party (each the "Indemnified Party") harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party's action or failure to meet its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

b. Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.

15. Taxes. The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service requirements.

16. Term and Termination. This Agreement shall become effective on the Effective Date and shall remain in effect for a period of 10 years from the Effective Date or such other longer period as the Customer-Generator may request. At the expiration of the term, this Agreement will automatically renew for successive one-year periods, unless terminated in accordance with this Section 16.

This Agreement may be terminated:

a. By the Customer-Generator at any time by providing written notice to NorthWestern;

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LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

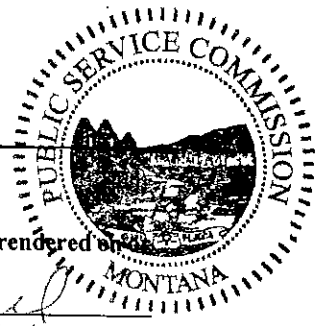
- b. By NorthWestern if the Small Generator Facility fails to operate for any consecutive 12-month period;
- c. By either Party upon the occurrence of a material breach of this Agreement; provided the defaulting Party is provided a reasonable opportunity to cure the violation after receipt of written notice of the default; or
- d. Automatically upon Customer-Generator's sale or transfer of ownership of the Small Generator Facility, provided that the Agreement will survive the transfer of ownership if a new owner agrees in writing to assume contractual responsibility utilizing the form set forth in Attachment 2.

Upon termination, NorthWestern may disconnect the Small Generator Facility from the Electric Distribution System. All reasonable disconnection costs are the responsibility of the Customer-Generator. NorthWestern will not disconnect the Small Generator Facility if a subsequent owner assumes contractual responsibility pursuant to the form set forth in Attachment 2 or a separate agreement.

- 17. **Survival Rights.** This Agreement shall continue in effect after termination to the extent necessary to allow or require either party to fulfill rights or obligations that arose under the Agreement during Customer-Generator's operation of the Small Generator Facility.
- 18. **Governing Law, Regulatory Authority, and Dispute Resolution.** The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles. Interconnection disputes under this Agreement will be resolved in accordance with ARM 38.5.8413.
- 19. **Representatives:**

For the Customer-Generator:

(continued)



Rule No. 18

LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

For NorthWestern:

NorthWestern Energy
Interconnection Coordinator
11 East Park Street
Butte, Montana 59701

20. **Miscellaneous.** This Agreement may not be assigned by the Customer-Generator without the written consent of NorthWestern provided, however, that this Agreement may be assigned to and assumed by a new Customer-Generator utilizing the form attached to this Agreement as Attachment 2. The Parties may amend this Agreement by a written instrument duly executed by both Parties. 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 a waiver of any obligation, right, or duty of, or imposed upon, such Party. This Agreement constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect. 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.

21. **Signatures.** In witness whereof, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

NorthWestern:

Customer-Generator:

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: (if applicable) _____

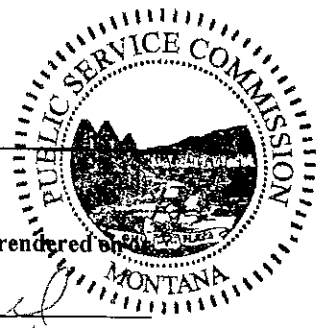
Signature: _____

Signature: _____

Date: _____

Date: _____

(continued)



ELECTRIC TARIFF

NorthWestern
Energy

Canceling

Original

Revised

Sheet No.

R-18.20

Revised

Sheet No.

R-18.20

Rule No. 18

LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Attachment 1

(Approved Request of Prior Agreement)

(Intentionally Blank – Project Specific)

(continued)

Docket No.: 2016.09.066 (D2016.9.66), Order No. 7621a
Commission Approved: April 29, 2019
Tariff Letter No.: 356-E
Agenda No.: 19-04-29

Effective for services rendered on
after October 1, 2019

Stephanie J. J...
Administrative Assistant



ELECTRIC TARIFF



	<u>Original</u>	Revised	Sheet No.	<u>R-18.21</u>
Canceling		Revised	Sheet No.	<u>R-18.21</u>

Rule No. 18

LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Attachment 2

**Assignment and Assumption Agreement
Level 1 Small Generator Facility Interconnection Agreement**

This Assignment and Assumption Agreement (“Assignment”) is made and entered into by and between (“Customer-Generator”) and (“Purchaser”).

RECITALS:

WHEREAS, Customer-Generator owns a Small Generator Facility located at _____ (the “Property”), and operates the same pursuant to a Small Generator Facility Interconnection Agreement dated the ___ day of _____ 20__ (the “Agreement”) with NorthWestern Corporation, a Delaware corporation d/b/a NorthWestern Energy; and

WHEREAS, Customer-Generator desires to assign, and Purchaser desires to receive and accept, all rights and obligations under the Agreement.

AGREEMENT:

1. When used in this Assignment, with capitalization, the terms specified shall have the meanings indicated or specified in the Agreement.
2. **Assignment.** Customer-Generator assigns all rights and interest in the Agreement to Purchaser.
3. **Assumption.** Purchaser assumes the Agreement, acknowledges receipt of a copy thereof, and agrees to comply with the requirements set forth therein. Purchaser does not assume any liability for acts or omissions of Customer-Generator accruing prior to the effective date of this Assignment. Upon assignment of the Agreement, Purchaser shall be referred to as the “Customer-Generator”.
4. **Effective Date.** This Assignment is effective the later of: (i) Customer-Generator’s conveyance of title to the Property to Purchaser; or (ii) NorthWestern’s acknowledgment.

This Assignment may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(continued)



ELECTRIC TARIFF

**NorthWestern
Energy**

Canceling

Original

Revised
Revised

Sheet No.
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R-18.22
R-18.22

Rule No. 18

LEVEL 1 SMALL GENERATOR FACILITY INTERCONNECTION AGREEMENT

Customer-Generator:

Purchaser:

Name: _____
(Print)

Name: _____
(Print)

Title: (if applicable): _____

Title: (if applicable): _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Acknowledgment: NorthWestern Energy

Name: _____

Title: _____

Date: _____

Docket No.: 2016.09.066 (D2016.9.66), Order No. 7621a
Commission Approved: April 29, 2019
Tariff Letter No.: 356-E
Agenda No.: 19-04-29

Effective for services rendered on _____
after October 1, 2019

Stephanie J. Ford
Administrative Assistant

