

ELECTRIC TARIFF



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Rule No. 21

SMALL GENERATOR FACILITY INTERCONNECTION - FEASIBILITY STUDY AGREEMENT

**Small Generator Facility Interconnection  
Feasibility Study Agreement**

This Small Generator Facility Interconnection Feasibility Study Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer”) and NorthWestern Corporation organized under the laws of the State of Delaware and doing business as NorthWestern Energy (“NorthWestern”). Interconnection Customer and NorthWestern each may be referred to as a “Party” or collectively as the “Parties”.

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Small Generator Facility or generating capacity addition to an existing Small Generator Facility consistent with the Interconnection request completed by the Interconnection Customer on \_\_\_\_\_; and

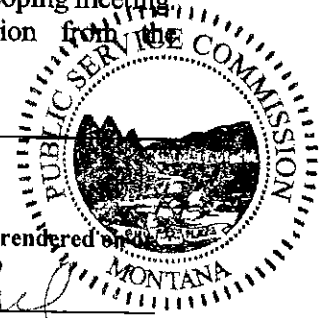
**WHEREAS**, Interconnection Customer desires to Interconnect the Small Generator Facility with the Electric Distribution System; and

**WHEREAS**, Interconnection Customer has requested NorthWestern to perform a feasibility study to assess the feasibility of Interconnecting the proposed Small Generator Facility with the Electric Distribution System (the “Feasibility Study”).

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or specified in the Agreement.
- 2.0 Interconnection Customer elects and NorthWestern shall cause to be performed the Feasibility Study consistent with NorthWestern’s Electric Tariff Rule No. 17 Interconnection Procedures for Small Generators Other Than Qualifying Facilities on file with the Montana Public Service Commission (“MPSC”) and in accordance with the requirements of this Agreement.
- 3.0 The scope of the Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Feasibility Study shall be based on the technical information provided by the Interconnection Customer in the Interconnection request, and may be modified as the result of the scoping meeting. NorthWestern reserves the right to request additional technical information from the

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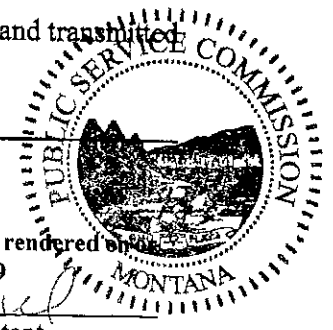
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Interconnection Customer as may reasonably become necessary during the course of the Feasibility Study. If the Interconnection Customer modifies its Interconnection request, the time to complete the Feasibility Study may be extended by agreement of the Parties.

- 5.0 In performing the Feasibility Study, NorthWestern shall rely, to the extent reasonably practicable, on existing studies of recent vintage. Interconnection Customer shall not be charged for such existing studies; however, Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the Feasibility Study.
- 6.0 The Feasibility Study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the Interconnection of the Small Generator Facility as proposed:
  - 6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the Interconnection;
  - 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the Interconnection;
  - 6.3 Initial review of grounding requirements and electric system protection; and
  - 6.4 Description and non-binding estimated cost of facilities required to Interconnect the proposed Small Generator Facility and to address the identified short circuit and power flow issues.
- 7.0 The Feasibility Study shall model the impact of the Small Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generating Facility is being installed.
- 8.0 The Feasibility Study shall include the feasibility of any Interconnection at a proposed project site where there could be multiple potential points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.
- 9.0 Interconnection Customer submitted to NorthWestern a deposit of \$1,000 with Interconnection Customer's Interconnection request. NorthWestern will apply the deposit to the cost and expense of completing the Feasibility Study.
- 10.0 Once the feasibility study is completed, a feasibility study report shall be prepared and transmitted.

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to Interconnection Customer. The Feasibility Study will generally be completed and the Feasibility Study report transmitted within 30 business days of Interconnection Customer's execution of this Agreement. If NorthWestern is unable to complete the Feasibility Study and the report will not be transmitted to the Interconnection Customer within the 30 business days, NorthWestern will notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

- 11.0 Any study fees shall be based on NorthWestern's actual costs and will be invoiced to Interconnection Customer within 15 business days after the Feasibility Study is completed and delivered and will include a summary of professional time.
- 12.0 Interconnection Customer must pay any study costs that exceed the deposit without interest within 20 business days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, NorthWestern shall refund such excess within 20 business days of the invoice or resolution of any dispute without interest.
- 13.0 Governing Law 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.

The Parties agree to attempt to resolve all disputes arising out of the Interconnection process according to the provisions of this section. In the event of a dispute, either Party shall provide the other Party with a written notice of dispute. Such notice shall describe in detail the nature of the dispute. If the dispute has not been resolved within 2 business days after receipt of the notice: (i) a Party may refer an Interconnection dispute to the MPSC in accordance with ARM 38.5.8413; and (ii) with regard to other disputes arising under this Agreement, a Party may exercise rights and remedies it may have in equity or law consistent with the terms of this Agreement.

- 14.0 Amendment. The Parties may only amend this Agreement by a written instrument duly executed by both Parties.
- 15.0 No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

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- 16.0 Waiver.
  - 16.1 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.
  - 16.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement.
- 17.0 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 18.0 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 19.0 Severability. 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: (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
- 20.0 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement – provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.
- 21.0 Assignment. This Agreement may be assigned by either Party upon 15 business days' prior written notice and opportunity to object by the other Party.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**NORTHWESTERN CORPORATION**

**INTERCONNECTION CUSTOMER**

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: (if applicable): \_\_\_\_\_

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 Taylor*  
Administrative Assistant



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**Attachment A**

**Assumptions Used in Conducting the Feasibility Study**

The Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on \_\_\_\_\_:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.

**Estimated cost of the Feasibility Study: \$2,500**

