

ATTACHMENT F

Form of Service Agreement for Network Integration Transmission Service

This document is intended to provide the minimum contract provisions for Network Integration Transmission Service under NorthWestern Corporation's FERC Electric Tariff, Volume No. 5 ("Open Access Transmission Tariff"); therefore, it may not contain provisions that cover every circumstance. Other circumstances shall be addressed in a specific Service Agreement for each Eligible Customer requesting Network Integration Transmission Service pursuant to the Open Access Transmission Tariff.

Accepted, effective March 12, 2016.

NorthWestern Corp., ER16-707-000 (Mar. 7, 2016) (delegated letter order).

NorthWestern Corporation (Montana)

FERC Electric Tariff

Service Agreement for Network Integration Transmission

between

NorthWestern Corporation

and

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This NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT is executed this ____ day of _____, 20__ by and between NorthWestern Corporation, a Delaware corporation (“Transmission Provider”) and _____ (“Transmission Customer”), which hereinafter collectively may be referred to as “Parties” or individually referred to as “Party.”

WITNESSETH

WHEREAS, the Parties are engaged in the sale of electric power and energy, and are interconnected with each other and/or with other electric utility systems; and

WHEREAS, the Transmission Provider provides Network Integration Transmission Service under the Transmission Provider’s FERC Electric Tariff, Volume No. 5 (“Tariff”); and

WHEREAS, the Transmission Customer desires to receive Network Integration Transmission Service under the Tariff.

NOW THEREFORE, in consideration of mutual benefits to the Parties, the Parties agree as follows:

1.0 Definitions

Unless other defined herein, all capitalized terms shall have the meaning set forth in the Tariff.

2.0 Term and Regulatory Filing

2.1 **Effective Date and Filing:** This Service Agreement shall be effective on _____ or such other date as may be designated by the Commission when accepted for filing (“Effective Date”). The Transmission Provider shall file this Service Agreement with the Commission as a Service Agreement under the Tariff.

2.2 **Cancellation Rights:** If the Commission or any regulatory agency having authority over this Service Agreement determines that any part of this Service Agreement must be changed, the Transmission Provider shall offer an amended Service Agreement reflecting such changes to the Transmission Customer. In the event such amendment is not executed by the Transmission Customer within thirty (30) days, or longer if the Parties mutually agree to an extension, after the Commission’s action, this Service Agreement and the amended Service Agreement shall be void and have no further force and effect.

2.3 **Termination of Agreement:** Except as provided in paragraph 2.2, this Service Agreement shall remain in effect until _____.

3.0 Network Integration Transmission Service

Commencing on the Effective Date, the Transmission Provider shall provide Network Integration Transmission Service from the Transmission Customer's Network Resources to serve Network Load pursuant to the Tariff. The Transmission Provider's obligation to provide Network Integration Transmission Service shall be subject to the Transmission Provider's right to curtail or interrupt schedules pursuant to the Tariff. Exhibit 1 to this Service Agreement lists Network Resources and Points of Interconnection between the Transmission Customer's facilities and the Transmission Provider's Transmission System.

4.0 Other Services

Commencing on the Effective Date, the Transmission Provider shall provide Ancillary Services pursuant to the Tariff.

5.0 Construction of Facilities

On or before the Service Commencement Date, the Transmission Provider and the Transmission Customer shall cause the following Facilities to be constructed which are further described in Exhibit 2 to this Service Agreement.

5.1 Direct Assignment Facilities

5.2 Network Upgrades

6.0 Charges, Credits and Payments

6.1 Charges for Transmission Service: The Transmission Customer shall compensate the Transmission Provider for Network Integration Transmission Service provided hereunder at the then effective rate(s) applicable under the Tariff.

- (a) Transmission Charges pursuant to the Tariff as described in Exhibit 1.
- (b) Redispatching Costs pursuant to the Tariff as described in Exhibit 1.
- (c) Ancillary Services as described in Exhibit 1.
- (d) Direct Assignment Facilities Costs pursuant to the Tariff as described in Exhibit 1 and defined in Exhibit 2.

- 6.2 **Credit for Transmission Customer Owned Facilities:** Pursuant to the Tariff, the Transmission Customer shall receive a credit for those Transmission Customer owned facilities which are integrated with, and support the Transmission System. Such credit shall be: (i) calculated pursuant to Exhibit 3; (ii) shown clearly on the monthly invoice rendered in accordance with the Tariff; and (iii) credited towards the amount owed to the Transmission Provider for transmission services provided hereunder.

7.0 Miscellaneous Provisions

- 7.1 **Network Operating Agreement:** A Transmission Customer having Point(s) of Interconnection with the Transmission Provider's Transmission System shall be required to have a Network Operating Agreement in place prior to commencement of transmission service hereunder.
- 7.2 **Future Changes or Additions:** Future changes or additions which increase the Transmission Provider's Transmission System capability shall not obligate the Transmission Provider to provide any transmission or other services in addition to those services provided under this Service Agreement.
- 7.3 **Waivers:** Any waiver at any time by either Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this Service Agreement shall not be considered a waiver with respect to any other default of such matter.
- 7.4 **Effect of Section Headings:** Section headings appearing in this Service Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of the text of this Service Agreement.
- 7.5 **Notices:** Any notice provided for in this Service Agreement, or served, given or made in connection with this Service Agreement, shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by facsimile, courier service, or first class U.S. mail, postage prepaid, addressed to the intended recipient as follows:

To Transmission Provider:

NorthWestern Corporation
ATTN: Manager – Electric Transmission Services
11 East Park
Butte, MT 59701
Fax: (406) 497-2054

To Customer:

7.6 **Billing Information:** Invoices will be submitted to the following:

Customer may changes its billing address by giving written notice to Transmission Provider.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Agreement to be executed in their respective names by their duly authorized officials as of the date first above written.

NorthWestern Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Specifications for Network Integration Transmission Service

- 1.0 Term of Service: _____
Start Date: _____
Termination Date: _____
- 2.0 Network Load: _____
- 3.0 Network Resources: _____
- 4.0 Point(s) of Interconnection: _____
- 5.0 Designation of party subject to reciprocal service obligation:

- 6.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)
- 6.1 Transmission Charge: _____
- 6.2 Direct Assignment Facilities Charges: _____
- 6.3 Ancillary Services Charge(s):

- 6.4 Redispatching Charge: _____
- 6.5 Control Area Services charges as specified in the applicable service agreement under the Control Area Services Tariff.

Exhibit 2

Facilities to be Constructed

Pursuant to the terms and conditions of the Open Access Transmission Tariff and associated Service Agreement, the facilities to be constructed, as necessary for the Transmission Provider to provide the requested Network Integration Transmission Service, are as described below. The Transmission Customer shall be responsible for the costs of such construction as defined within the Service Agreement.

Facilities to be Constructed:

Exhibit 3

Credit for Transmission Customer Owned Facilities

Pursuant to the terms and conditions of the Open Access Transmission Tariff and associated Service Agreement, the Transmission Customer owned facilities which are integrated with, and support the Transmission System are as described below. The Transmission Customer shall receive credit for such facilities, as calculated below, and as defined within the Service Agreement.

Transmission Customer Owned Facilities which Support the Transmission System:

Calculation of Credit for Transmission Customer Owned Facilities: