

**CUSTOMER AGREEMENT**

This Customer Agreement (the "Agreement") is made and entered into effective as of 11/26/2024 by and between NorthWestern Energy (the "Company") and Applicant for Service CITY OF THREE FORKS (the "Applicant" or "Customer"). Sometimes in this Agreement, Company and Applicant are collectively referred to as "Parties" or individually as a "Party." Capitalized terms have the meaning set forth in NorthWestern Energy's Electric Tariff and the NorthWestern Energy Natural Gas Tariff (collectively the "Tariffs" and individually the "Gas Tariff" or "Electric Tariff"), which sets forth service, installation and contribution rules and regulations established by the Montana Public Service Commission (the "MPSC"). The Tariffs are available for review at <http://www.northwesternenergy.com/residential-services/how-to-read-your-bill/tariffs-and-rates/montana-tariffs-and-rates>.

**RECITALS**

WHEREAS, Applicant applied for natural gas or electrical service from the Company; and  
WHEREAS, in accordance with the Tariffs, Applicant must execute this Agreement and contribute to the cost of installing the facilities required to provide service to the premises because the distance of the new service line is greater than the permitted free extension allowance;

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

**AGREEMENT**

1. **SERVICE AND CONTRIBUTION REQUIREMENTS.**

The Company agrees to install, operate and maintain facilities generally described as Gas Service Removal, OH Elect Service Removal, Elect Svc - OH Commercial, Gas Svc Com - from Main and specifically described in Quote 25165158, which is incorporated herein by this reference (the "Quote"), to provide Electric Service and/or Natural Gas Service at 13 E DATE ST, THREE FORKS, MT 59752 in accordance with the requirements of the Tariffs. Applicant agrees to comply with the terms and conditions of this Agreement and remit to Company the total contribution of \$ 5,734.00, which may include a federal tax surcharge and administrative/engineering fees and is more fully described as follows:

1.1 **Advance.** Applicant agrees to pay an Advance in the sum of \$ 0.00 as part of the development and installation of the facilities identified in the Quote.

ELECTRICAL

- \_\_\_\_\_ Single Family Residential  
(Electrical Tariff 6-2)
- \_\_\_\_\_ General Service or Non-Single Residential  
(Electrical Tariff Rule 6-2)
- \_\_\_\_\_ Loads of Uncertain Duration  
(Electrical Tariff Rule 5-7)
- \_\_\_\_\_ New Subdivision or Housing Project  
(Electrical Tariff Rule 6-7)

NATURAL GAS

- \_\_\_\_\_ Residential/Other Core Customers  
(Gas Tariff Rule 6-2)
- \_\_\_\_\_ New Subdivision or Housing Project  
(Gas Tariff Rule 6-6)
- \_\_\_\_\_ Loads of Uncertain Duration  
(Gas Tariff Rule 5-7)

For clarification, an "Advance" is a refundable contribution to the installation costs of the Company's facilities, and is made by the Applicant prior to the initial installation. A portion of that Advance, up to but not exceeding the full amount, may be refunded when additional residences or properties requiring service may connect to the facilities installed under this Agreement within the applicable 5 year (all natural gas customers, General Service electric, non-Single Family Residential electric, all new residential subdivision and townhouse connects) or 10 year (for Single Family Residential electric) periods after Company's completion of the line extension. Future applicants attaching to existing facilities that carry Advance line extension designation within the time periods referenced above share in cost of the installation of the original line extension. Any future attachments will result in a refund in an amount determined by the Company in accordance with the Tariff. No refund will be made after the applicable 5 or 10-year period.

AND/OR

1.2 Contribution in Aid of Construction. Applicant agrees to pay a CIAC in the sum of \$ 5,734.00 as part of the development and installation of the facilities identified in the Quote.

For clarification, a "CIAC" is a non-refundable payment for costs beyond the free allowance when no additional customers are expected to connect to facilities installed by the Agreement within the Advance protection periods identified above.

AND

1.3 Installation of Company facilities. Check one of the following:

The Company will install all facilities prior to the Point of Delivery \_\_\_\_\_

The Company authorizes the Applicant to install a portion of the Company's facilities prior to the Point of Delivery as described in this Agreement \_\_\_\_\_

2. CONDITIONS TO INSTALLATION.

2.1 Payment. Applicant shall make payment of the Advance or the CIAC prior to Company scheduling a pre-construction meeting and construction start date. Company must receive payment and satisfactory evidence of required permits and right-of-way authority prior to ordering materials, scheduling crews or starting construction.

2.2 Right-of-Way. Applicant shall provide the right-of-way required for the installation of the Company's facilities. Applicant shall grant or obtain for the Company an easement along the route of the line extension in a form satisfactory to the Company.

2.3 Permits. Applicant shall provide all required permits from appropriate governmental agencies for the construction work and installation of the Company's facilities and Customer's equipment. Copies of all permits must be provided to the Company.

2.4 Additional Costs. If the Applicant requests facilities be installed in frozen, rocky or hard ground, the Applicant may be responsible for additional charges for Company installations. The Company will notify the Applicant of these charges prior to installation when feasible, and otherwise when encountered during the installation work. If the Company requires additional charges prior to installation, and the basis for such extra cost is not encountered during the performance of the work, Company shall refund such charges to Applicant.

2.5 Storm Water. Applicant is solely responsible for compliance with all Montana Department of Environmental Quality storm water regulations. All soil-disturbing activities deemed necessary by the Company for the installation, operation and maintenance of the facilities must be incorporated by Applicant in the Storm Water Pollution Prevention Plan. Applicant shall operate and maintain all storm water best management practices at all times.

2.6 Applicant-Owned Underground Facilities. Prior to construction, all customer-owned, rented or leased underground facilities (including but not limited to sprinkler systems, septic systems propane tanks and associated lines, and communication and electric lines) must be properly identified and physically marked by Applicant. The Company is not responsible for damages resulting from mismarked or unidentified customer facilities. Contact the Company's Construction Department with questions related to appropriately marking Applicant-owned facilities.

2.7 Applicant's Equipment. Applicant shall install facilities to be owned by the Customer in accordance with the Company's "New Service Guide" and "Electric Service Requirements & Guidelines." The location of Applicant's meter must be approved by the Company. Applicant shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.

2.8 Restoration and Grading. Applicant is responsible for final compaction and restoration of private roadways and landscaping, including the removal of excess spoil piles. The Company will design and install facilities with the understanding that ground-level is the final grade, unless otherwise directed in writing by Applicant. Should changes to grade be made in the future that result in Company's facilities being raised or lowered, the Applicant is responsible for the costs associated with this change.

3. GENERAL CONDITIONS.

3.1 All terms, prices and conditions set forth herein are subject to modification resulting from changes in applicable rules, Tariffs, regulations, ordinances, the scope of project, and laws that may be amended or

enacted after the date of this Agreement.

3.2 The payment amounts set forth in this Agreement are effective for 4 months from the date of this Agreement. If construction has not commenced within such period due to any action, omission or failure to act by Applicant, the project will be reviewed for any changes in the cost. The Company will perform one line extension engineering cost estimate per year at Applicant's location free of charge. If subsequent redesign estimates are requested within the one-year period from the original quote, a charge of \$61.00/hour (minimum charge = \$61.00) will be assessed and is payable prior to delivery of the estimate to Customer. If Applicant proceeds with installation, fees paid for estimates will be credited toward the contribution payment.

3.3 If the facilities required to serve Applicant must be relocated or modified after installation, the Applicant shall pay the costs of moving Company facilities or making other modifications required to meet city, state or national codes.

3.4 The Company agrees to establish service within a reasonable period of time after the installation of the Company's facilities and the equipment to be owned by the Customer passes inspection by the state and local authorities as required by law. The Company will proceed with the design and construction of its facilities in a normal manner using its existing work force (Company employees or contractors) and material supply sources. Installation will be performed during normal working hours and the Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access or obtaining permits from governmental agencies or railroads may cause delays beyond the control of the Company or the Applicant.

3.5 In the event of a conflict between the terms of this Agreement and the Tariffs, the terms of the Tariffs prevail.

3.6 If the Company authorizes the Applicant to install a portion of the Company's facilities as set forth in Section 1.3 and described in this Agreement, the Applicant shall perform (or cause to be performed) the installation in accordance with the requirements of Exhibit 1, attached hereto and incorporated herein by this reference.

#### 4. ADDITIONAL CONDITIONS.

This project includes:

- Removing existing overhead electric service and abandoning the existing gas service
- Installing 60ft #2 triplex wire to a 200A meter base
- Tapping and existing steel main and installing 20ft 1" plastic gas to an AC250 gas meter

Customer Provided Items:

CUSTOMER WILL INSTALL A 200-AMP SINGLE-PHASE METER BASE AND MAST ON THE WEST WALL PRIOR TO NWE CREW ARRIVING ON SITE TO CONDUCT WORK. ITEMS LISTED ABOVE SHALL MEET ALL STATE & NWE REQUIREMENTS. THE DIG PATH NEEDS TO BE CLEAR OF ALL CONSTRUCTION MATERIAL, DIRT PILES, ECT. CUSTOMER SHALL PROVIDE LOCATES OF ALL PRIVATE UTILITIES, INCLUDING, BUT NOT LIMITED TO PROPANE, COMMUNICATION FACILITIES, DOWNSTREAM LINES, CONDUITS, ETC. CUSTOMER WILL ALSO BE RESPONSIBLE FOR FINAL REPAIRS, INCLUDING, BUT NOT LIMITED TO ALL LANDSCAPING, LANDSCAPE FABRIC, TOPSOIL, SEEDING AND/OR HYDROSEEDING (IF NECESSARY), GRAVEL AREAS, PARKING/DRIVING/WALKING AREAS THAT ARE PAVED OR UNPAVED, TREES, LAWN IRRIGATION SYSTEM, DISPOSAL OF EXCESS PIT RUN, AND/OR ANY PRIVATE UTILITY DISTURBANCES.

ELECTRICAL PERMIT:

CUSTOMER IS REQUIRED TO PROVIDE A COPY OF THEIR ELECTRICAL PERMIT, TO NORTHWESTERN ENERGY, BEFORE THE SERVICE CAN BE INSTALLED.

FROST CHARGES: - NOT ADDED

PLEASE NOTE, FROST DIGGING CHARGES HAVE NOT BEEN ADDED TO THE COST OF THIS PROJECT. IF MORE THAN 6" OF FROST EXISTS AT TIME OF INSTALLATION, A MINIMUM OF \$2760.00 WILL BE INVOICED AFTER THE SERVICE IS COMPLETE, WITH AN ADDITIONAL CHARGE OF \$14.62/FT OF TRENCH BEYOND 100 FT. IF BACKFILL MATERIAL IS REQUIRED, THE CUSTOMER

WILL BE INVOICED FOR ALL BACKFILL MATERIAL THAT IS USED.

CUSTOMER NOTES:

BEFORE GETTING ON ANY TYPE OF CONSTRUCTION SCHEDULE, WE WILL REQUIRE:

- A. A SIGNED CONTRACT
- B. ELECTRICAL PERMIT FOR THE METER BASE
- C. PAYMENT IN FULL

PLEASE SIGN AND RETURN THE CUSTOMER AGREEMENT ALONG WITH THE TOTAL PAYMENT IN ORDER TO PLACE THE PROJECT ON THE CONSTRUCTION SCHEDULE. PRIOR TO INSTALLATION, PLEASE BE SURE THE DIG PATH IS TO GRADE AND CLEAR OF ALL CONSTRUCTION MATERIAL (DIRT PILES, EQUIPMENT, ETC).

DUE TO MATERIAL SHORTAGE AND SHIPMENT DELAYS, YOUR PROJECT MAY NOT GET FULLY COMPLETED WHEN THE CREW INITIALLY ARRIVES ON SITE EVEN THOUGH YOU ARE READY FOR SERVICES. NORTHWESTERN ENERGY IS WORKING DILIGENTLY WITH SUPPLIERS TO OBTAIN NECESSARY EQUIPMENT WHERE AVAILABLE. HOWEVER, SHORTAGES HAVE EXTENDED REGIONALLY AND NATIONALLY. PLEASE CONTINUE TO COMMUNICATE WITH YOUR PROJECT MANAGER, NATE EVANS, ON UPDATES INVOLVING THESE MATERIAL SHORTAGES. THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING.

BY SIGNING THIS AGREEMENT YOU RELEASE NWE, RMC, MP, AND PAR FROM ANY LANDSCAPING RESPONSIBILITIES ASSOCIATED WITH THIS PROJECT.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT NATE EVANS @ 406-223-2795. THANK YOU.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate as of the day and year first above written.

NORTHWESTERN ENERGY

APPLICANT FOR SERVICE

By: Nate Evans  
Printed Name: Nate Evans  
Title: Engineer  
Date: 11/26/2024  
Phone: 406-223-2795

By: Randy Johnston  
Printed Name: RANDY JOHNSTON  
Title: MAYOR  
Date: 12/13/2024  
Phone: 406-285-3431