

CUSTOMER AGREEMENT

This Customer Agreement (the "Agreement") is made and entered into effective as of 05/29/2026 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 Elect Svc-UG from Xfmr Com and specifically described in Quote 25185001, which is incorporated herein by this reference (the "Quote"), to provide Electric Service and/or Natural Gas Service at 642 COLTER TRAIL PUMPHOUSE, 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 \$ 0.00 , 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 \$ 0.00 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.

Customer Agreement

Project Information

Project: ELEC

This agreement outlines the scope of work, customer responsibilities, and applicable charges related to the installation of electrical and gas services for this project.

Scope of Work

ELEC Service Installation

NorthWestern Energy (NWE) will trench 50ft of 4/0 TRIPLEX wire in 2" conduit from to wall of the wellhouse and install a 200amp Electric Meter in a 200amp meter panel.

2. Customer Responsibilities

Equipment Requirements

All equipment must comply with applicable state regulations and NWE specifications.

The customer will be responsible for having new gas pipe connected to the home and holding pressure per NWE requirements, also a city inspection will be required.

Note: This customer agreement doesn't include any costs associated with VAC truck, permits or Bore service. If any of these additional services are required, customer will be responsible for the cost outside the cost of this agreement.

Site Preparation

The customer is responsible for ensuring the dig path is at grade and completely free of construction materials, dirt piles, and equipment. The customer must provide utility locates for all private utilities, including but not limited to propane systems, communications lines, downstream electrical lines, conduits, and other private facilities. The customer is also responsible for all final repairs, including landscaping restoration, topsoil replacement, seeding or hydroseeding, gravel surfaces, paved or unpaved areas, trees, irrigation systems, and disposal of excess materials. Any disturbance to private utilities caused during construction must be addressed and repaired by the customer.

Permits

The customer shall provide a copy of the approved electrical permit to NWE prior to service installation.

3. Frost Conditions and Additional Charges

Frost mitigation is not included in this agreement. The customer is responsible for all frost mitigation measures, ground thawing, in accordance with NWE specifications. If more than six inches of frost is present at the time of installation, a minimum charge of \$3,731 will be invoiced after service completion. Additional charges may apply for trench lengths exceeding 100 feet. If backfill material is required, a minimum charge of \$300 will apply. Projects with inadequate frost mitigation may be rescheduled, which may result in construction delays. All invoiced charges must be paid in full prior to service activation.

4. Material Availability and Scheduling

Project completion may be delayed due to material shortages or shipping delays, even if the site is otherwise ready for construction. NWE will communicate scheduling updates as information becomes available. The customer is responsible for maintaining communication with their assigned engineer or estimator throughout the project.

5. Requirements Prior to Scheduling

Before the project can be placed on the construction schedule, the customer must submit a signed customer agreement, provide an approved electrical permit for meter base installation, submit full payment, and ensure the meter base is installed and inspected. The dig path must be at grade and completely clear of all construction materials prior to installation.

6. Release of Liability

By signing this agreement, the customer releases NorthWestern Energy (NWE), RMC, MP, and PAR from any responsibility related to landscaping restoration associated with this project.

7. Contact Information

For questions or additional information, please contact:

Andrew Madden

Estimator

Phone: 406 548 6509

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: 

By: 

Printed Name: ANDREW MADDEN

Printed Name: Randy Johnston

Title: ESTIMATOR

Title: Mayor

Date: 5/29/2026

Date: 5/14/2026

Phone: 406-548-6509

Phone: (406) 285-3431