

CUSTOMER AGREEMENT

This Customer Agreement (the "Agreement") is made and entered into effective as of 07/07/2023 by and between NorthWestern Energy (the "Company") and CITY OF BILLINGS (the "Customer"). Sometimes in this Agreement, Company and Customer 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-tariff-s-and-rates>.

RECITALS

WHEREAS, Customer applied for natural gas or electrical service from the Company; and
WHEREAS, in accordance with the Tariffs, Customer must execute this Agreement and contribute to the cost of installing the facilities required to provide service to Customer's 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, Transformer Multi Phase UG, Primary UG 3 Phase and is specifically described in Quote 25144665, which is incorporated herein by this reference (the "Quote"), to serve Customer at TBD S 44TH ST W, BILLINGS, MT 59106 in accordance with the requirements of the Tariffs. Customer agrees to comply with the terms and conditions of this Agreement and remit to Company the total contribution of \$ 100,797.00 , which may include a federal tax surcharge and administrative/engineering fees and is more fully described as follows:

1.1 Advance. In consideration of the Company's agreement to install facilities, Customer agrees to pay an Advance in the sum of \$ 0.00 for construction 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)
- _____ Electric Lighting
(Electrical Tariff ELDS-1)

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 for the Customer. 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 to Customer 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. In consideration of the Company's agreement to install service facilities, Customer agrees to pay a CIAC in the sum of \$ 100,797.00 for construction of the facilities identified in the Quote.

For clarification, a "CIAC" is a non-refundable payment made by a customer to pay for costs in excess of the free allowance set forth in the Tariffs.

2. CONDITIONS TO INSTALLATION.

2.1 Payment. Customer shall make payment of the Advance or the CIAC (if payment is required) prior to Company scheduling a 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. Customer shall provide the right-of-way required for the installation of the Company's service facilities. Customer 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. Customer 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 Customer requests facilities be installed in frozen, rocky or hard ground, the Customer may be responsible for additional charges for installation. The Company will notify the Customer 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 Customer.

2.5 Storm Water. Customer 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 Customer in the Storm Water Pollution Prevention Plan. Customer shall operate and maintain all storm water best management practices at all times.

2.6 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 Customer. 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 Customer-owned facilities.

2.7 Customer's Equipment. Customer shall install Customer's facilities in accordance with the Company's "New Service Guide" and "Electric Service Requirements & Guidelines." The location of Customer's meter must be approved by the Company prior to the installation of equipment owned by the Customer. Customer 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. The Company will make a reasonable attempt to preserve private roadways and landscaping, but Customer is responsible for final compaction and restoration of private roadways and landscaping, including the removal of excess spoil piles. The Company will install facilities with the understanding that ground-level is the final grade, unless otherwise directed in writing by Customer. Should changes to grade be made in the future that result in Company's facilities being raised or lowered, the Customer 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 Customer, the project will be reviewed for any changes in the cost. The Company will perform one line extension engineering cost estimate per year at Customer's location free of charge. If subsequent redesign estimates are requested within the one year period from the original quote, a charge of \$68.12/hour

(minimum charge = \$68.12) will be assessed and is payable prior to delivery of the estimate to Customer. If Customer proceeds with installation, fees paid for estimates will be credited toward the contribution payment.

3.3 If the facilities required to serve Customer must be relocated or modified at the request of Customer after installation, the Customer shall pay the costs of moving Company facilities.

3.4 The Company agrees to establish service within a reasonable period of time after the Customer's equipment passes inspection by the state and local authorities as required by law. The Company will proceed with the survey, 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 Customer.

3.5 If Company is installing lighting units, the facilities will be placed in a location agreeable to both Customer and Company. Customer is responsible for notifying Company of any outage of lighting units. Company will make repairs and replace defective or damaged facilities within a reasonable time after notice of any outage, but Company does not patrol the system to determine if the lighting units are in operating condition at all times.

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

4. **ADDITIONAL CONDITIONS.**

PROJECT SUMMARY:

CUSTOMER IS REQUESTING 3-PH 277/480V SERVICE AT THE NE CORNER OF THE NEW WEST END WATER TREATMENT PLANT PROPERTY OFF OF S 44TH ST WEST.

FOR ELECTRIC, INSTALL APPROX. 1,860 FT OF 3-PH #2 PRIMARY IN 2" PVC TO THE STAKED LOCATION ON THE SOUTH SIDE OF THE WETLAND/DITCH AREA. THIS INCLUDES 2 BORES. ONE TO GET ACROSS DRIVEWAYS BY THE SUBSTATION AND THEN OTHER TO GET ACROSS THE WETLANDS/DITCH. INSTALL 300 KVA 277/480V TRANSFORMER WITH A 600A SERVICE WITH (1) RUN OF 350 QUAD IN CUSTOMER PROVIDED 4" PVC.

CUSTOMER TO INSTALL (2) 4" PVC CONDUITS FOR THE SERVICE. 1 FOR A SPARE.

CUSTOMER PROVIDED ITEMS:

CUSTOMER WILL INSTALL ONE 600-AMP THREE-PHASE METER BASE, WITH PROPER GROUNDING, AND (2) RUNS OF 4" PVC FROM TRANSFORMER TO METER BASE PRIOR TO NWE CREW ARRIVING ON SITE TO CONDUCT WORK. ITEMS LISTED ABOVE SHALL MEET ALL STATE & NWE REQUIREMENTS. CUSTOMER SHALL PROVIDE UTILITY LOCATE OF ALL PRIVATE UTILITIES, INCLUDING, BUT NOT LIMITED TO PROPANE, COMMUNICATION FACILITIES, 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, TREES, LAWN IRRIGATION SYSTEM, DISPOSAL OF EXCESS PIT RUN, AND/OR ANY PRIVATE UTILITY DISTURBANCES.

CUSTOMER NOTES:

PLEASE SIGN AND RETURN THE CUSTOMER AGREEMENT ALONG WITH THE TOTAL PAYMENT AND NOTIFY CODY (570-8768) WHEN METER BASE IS UP IN ORDER TO PLACE THE PROJECT ON THE CONSTRUCTION SCHEDULE. PRIOR TO INSTALLATION, PLEASE BE SURE THE STATE HAS INSPECTED THE NEW METER BASE AND A COPY OF YOUR STATE ELECTRICAL PERMIT IS ON FILE AT OUR OFFICE.

PHYSICAL ADDRESS: 1944 MONAD RD. BILLINGS, MT 59102
SEND IT TO ATTN NEW CONSTRUCTION DESK. THANKS!

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate as of the



Notification # 340192200
Customer #1121797

day and year first above written.

NORTHWESTERN ENERGY

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Phone: _____

Phone: _____

Quotation

Customer	
CITY OF BILLINGS 210 N 27TH ST BILLINGS MT 59101	
Customer Contact:	
Customer Number:	1121797

Service Address
CITY OF BILLINGS TBD S 44TH ST W BILLINGS MT 59106

Quotation No. 25144665
Notification No.

Document Date 07/07/2023
Quotation Valid To: 11/04/2023

Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	<p><i>PROJECT SUMMARY:</i> CUSTOMER IS REQUESTIONG 3-PH 277/480V SERVICE AT THE NE CORNER OF THE NEW WEST END WATER TREATMENT PLAN PROPERTY OFF OF S 44TH ST WEST. FOR ELECTRIC, INSTALL APPROX. 1,860 FT OF 3-PH #2 PRIMARY IN 2" PVC TO THE STAKED LOCATION ON THE SOUTH SIDE OF THE WETLAND/DITCH AREA. THIS INCLUDES 2 BORES. ONE TO GET ACROSS DRIVEWAYS BY THE SUBSTATION AND THEN OTHER TO GET ACROSS THE WETLANDS/DITCH. INSTALL 300 KVA 277/480V TRANSFORMER WITH A 600A SERVICE WITH (1) RUN OF 350 QUAD IN CUSTOMER PROVIDED 4" PVC. CUSTOMER TO INSTALL (2) 4" PVC CONDUITS FOR THE SERVICE. 1 FOR A SPARE. <i>CUSTOMER PROVIDED ITEMS:</i> CUSTOMER WILL INSTALL ONE 600-AMP THREE-PHASE METER BASE, WITH PROPER GROUNDING, AND (2) RUNS OF 4" PVC FROM TRANSFORMER TO METER BASE PRIOR TO NWE CREW ARRIVING ON SITE TO CONDUCT WORK. ITEMS LISTED ABOVE SHALL MEET ALL STATE & NWE REQUIREMENTS. CUSTOMER SHALL PROVIDE UTILITY LOCATE OF ALL PRIVATE UTILITIES, INCLUDING, BUT NOT LIMITED TO PROPANE, COMMUNICATION FACILITIES, 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, TREES, LAWN IRRIGATION SYSTEM, DISPOSAL OF EXCESS PIT RUN, AND/OR ANY PRIVATE UTILITY DISTURBANCES. <i>CUSTOMER NOTES:</i> PLEASE SIGN AND RETURN THE CUSTOMER AGREEMENT ALONG WITH THE TOTAL PAYMENT AND NOTIFY CODY</p>			

Quotation

Customer	
CITY OF BILLINGS 210 N 27TH ST BILLINGS MT 59101	
Customer Contact:	
Customer Number:	1121797

Service Address
CITY OF BILLINGS TBD S 44TH ST W BILLINGS MT 59106

Quotation No. 25144665
Notification No.

Document Date 07/07/2023
Quotation Valid To: 11/04/2023

Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	<i>(570-8768) WHEN METER BASE IS UP IN ORDER TO PLACE THE PROJECT ON THE CONSTRUCTION SCHEDULE. PRIOR TO INSTALLATION, PLEASE BE SURE THE STATE HAS INSPECTED THE NEW METER BASE AND A COPY OF YOUR STATE ELECTRICAL PERMIT IS ON FILE AT OUR OFFICE. PHYSICAL ADDRESS: 1944 MONAD RD. BILLINGS, MT 59102 SEND IT TO ATTN NEW CONSTRUCTION DESK. THANKS!</i>			
0010	QT1370 Elect Svc-UG from Xfmr Com Service Allowance	1 EA		1,792.42 1,792.42-
0020	QT1170 Transformer Multi Phase UG Transformer Allowance	1 EA		2,616.67 2,616.67-
0030	QT1020 Primary UG 3 Phase Admin/Engineering/Other Income Tax Surcharge	1 EA		74,279.87 13,370.38 13,147.54
	Total Item Price			----- 100,797.79

Quotation

Customer	
CITY OF BILLINGS 210 N 27TH ST BILLINGS MT 59101	
Customer Contact:	
Customer Number:	1121797

Service Address
CITY OF BILLINGS TBD S 44TH ST W BILLINGS MT 59106

Quotation No. 25144665
Notification No.

Document Date 07/07/2023
Quotation Valid To: 11/04/2023

Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	Items Total.....			100,797.79
	Total before Taxes			100,797.79
	Rounding			0.79-
	Total Amount...			100,797.00
	<p>Please contact TAYLOR ERSKINE at 406-655-2539 if you have questions regarding this quote.</p> <p>To schedule work, sign and return the Customer Agreement to NorthWestern Energy. If advance payment is also required prior to scheduling the installation, payment can be made at:</p> <ul style="list-style-type: none"> -NorthwesternEnergy.com/PAYMYBILL -Paymentus (third party vendor) toll-free at 833-970-2262 for English or 833-970-2263 for Spanish. -Checking or saving account payments are limited to \$10,000. -Credit or debit card payments are limited to \$2,500 and a \$2.75 processing fee applies. -Customer service locations for check and cash payments <p>Please have your customer number, provided above, available when making a payment.</p>			