

**RESOLUTION NO. 2024-18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF DRUMMOND, MONTANA TO APPROVE THE  
NORTHWESTERN ENERGY CUSTOMER AGREEMENT  
NOTIFICATION #340200068**

**WHEREAS**, Town of Drummond received *Customer Agreement* from NorthWestern Energy for *the Drummond Wastewater Treatment Facility Upgrade*; a copy of said NorthWestern Energy Customer Agreement Notification #340200068 is attached hereto as Exhibit A.

**WHEREAS**, the Town of Drummond has the legal jurisdiction and authority to construct, finance, operate and maintain infrastructure.

**WHEREAS**, the Town of Drummond agrees to comply with the terms and conditions of this NorthWestern Energy Agreement, as documented in Notification #340200068.

**WHEREAS**, the Drummond Town Council has reviewed and discussed NorthWestern Energy Customer Agreement.

**NOW THEREFORE, BE IT RESOLVED** that the Drummond Town Council hereby approves NorthWestern Energy Customer Agreement Notification #340200068 and gives authority to the mayor and other appropriate city officials to sign the contract.

**PASSED and APPROVED** by the Town Council of the Town of Drummond, Montana this 19 day of November, 2024.

By: \_\_\_\_\_

GAIL LEEPER, Mayor

Attest. \_\_\_\_\_

ROBIN WIGHT, Clerk/Treasurer/Paralegal

**CUSTOMER AGREEMENT**

This Customer Agreement (the "Agreement") is made and entered into effective as of 02/16/2024 by and between NorthWestern Energy (the "Company") and Applicant for Service TOWN OF DRUMMOND (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 Primary OH Single Phase, Transformer SinglePhase OH, Electric Service - OH Res, Pole Replacement - Removal, Pole Replacement - Install and specifically described in Quote 25153012, which is incorporated herein by this reference (the "Quote"), to provide Electric Service and/or Natural Gas Service at TBD 46.678233 - 113.185418, DRUMMOND, MT 59832 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 \$ 25,974.87, 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 \$ 18,279.00 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 \$ 7,695.87 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 CUSTOMER AGREEMENT COVERS A 750 FOOT SINGLE PHASE 2 WIRE OVERHEAD ELECTRIC PRIMARY EXTENSION WITH 4 ACSR TO A NEWLY INSTALLED 25KVA CLICKER TRANSFORMER. A NEW 200A 120/240V SERVICE WILL BE RAN 50 FEET USING #2 TRIPLEX. EXISTING CORNER POLE WILL BE REPLACED WITH A 45/3 POLE. THREE ADDITIONAL 40/5 POLES WILL BE INSTALLED. \*

PLEASE REVIEW THE FOLLOWING CUSTOMER RESPONSIBILITIES. PLEASE NOTE: THESE RESPONSIBILITIES MUST BE MET BEFORE NORTHWESTERN ENERGY WILL BEGIN INSTALLATION OF UTILITY SERVICES:

1) INSTALL METER BASE/MAIN DISCONNECT AS SPECIFIED (PLEASE REFER TO NEW SERVICE GUIDE FOR SPECIFICATIONS).

2) OBTAIN ELECTRICAL PERMIT:

SILVER BOW COUNTY: CONTACT BUILDINGS AND CODES  
(406) 497-6210

ALL OTHER AREAS: CONTACT STATE OFFICE  
(406) 841-2047 (TO OBTAIN INFORMATION).

3) ESTABLISH PHYSICAL SERVICE ADDRESS.

4) PLEASE SIGN CUSTOMER AGREEMENT ENCLOSED. PLEASE SAVE ONE COPY FOR YOUR PERSONAL RECORDS AND RETURN ONE COPY TO ADDRESS BELOW WITH YOUR PAYMENT IN FULL. PLEASE INCLUDE THE UTILITY PORTION OF THE ELECTRICAL PERMIT. ONCE THIS IS DONE WE CAN GET YOUR JOB ON THE SCHEDULE.

SEND PAYMENTS AND SIGNED AGREEMENT TO:  
N.W.E. NEW CONSTRUCTION  
400 OXFORD ST  
BUTTE, MT 59701

Payments can also be made:

[www.NorthWesternEnergy.com/PAYMYBILL](http://www.NorthWesternEnergy.com/PAYMYBILL) or call 833-672-8453

Note that checking/savings account payments are limited to \$10,000 & credit/debit card payment (convenience fee applies) are limited to \$2,500, 2 payments can be made every 30 days.

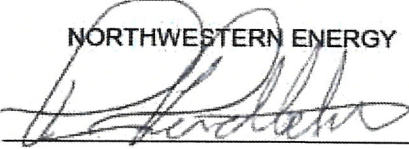
\*Please have customer number available when using this payment method. Signed agreement can be emailed to [CCButte@northwestern.com](mailto:CCButte@northwestern.com).

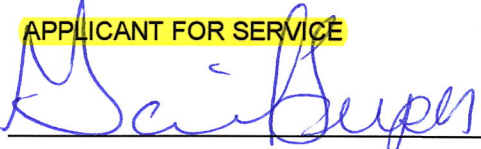
PLEASE NOTE: NOT COMPLETING THE ABOVE STEPS MAY POSSIBLY RESULT IN DELAYS, CREW RESCHEDULING, AND/OR ADDITIONAL CREW MOBILIZATION COSTS.

FINALLY, THIS QUOTE IS GOOD FOR NORMAL DIGGING CONDITIONS. IF ADDITIONAL EQUIPMENT OR EFFORT IS REQUIRED DUE TO ENCOUNTERING ROCK, FROST, GROUND WATER, OR ANY OTHER UNFORESEEN OBSTACLE, ADDITIONAL COSTS MAY APPLY.

THANK YOU FOR YOUR COOPERATION. WE VERY MUCH APPRECIATE YOUR BUSINESS.

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  
By:   
Printed Name: **Pierce Pendleton**  
Title: **Engineer**  
Date: **10/16/2024**  
Phone: **406-422-9054**

**APPLICANT FOR SERVICE**  
By:   
Printed Name: **Gail Leeper**  
Title: **Mayor**  
Date: **11/19/2024**  
Phone: **406-288-3231**