

Is this a Residential Electric Advance?

- ☐ N/A - CIAC
☐ 10 YR. Residential Advance
☐ 5 YR. Advance

CUSTOMER AGREEMENT

THIS AGREEMENT is made and entered into on 07/15/2015, by and between NorthWestern Energy "Company" and AFFORDABLE HOMES of 120 S GROVE ST APT #7, MISSOULA, MT 59804, "Customer".

I. THE COMPANY AGREES:

1. To install, operate and maintain utility facilities to provide services to the Customer at 2504 LARKINWOOD ST #MBL, MISSOULA, MT 59804 in accordance with the applicable rules and regulations and at rates set by the Montana Public Service Commission (MPSC). The Company shall locate lines and facilities on right of way provided and initially prepared and cleared as necessary by Customer. The lines and facilities shall remain the Company's property.
2. To abide by the general conditions and terms described in sections III and IV.

II. THE CUSTOMER AGREES:

1. To make a Contribution in Aid of Construction in the sum of \$ 0.00 , USD for construction of Electric Service - OH Res. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
2. To make a Contribution in Aid of Construction in the sum of \$ 1,460.00 , USD for construction of Gas Svc Res - from Main. Customer shall make payment prior to Company scheduling the project for a construction start date. It is agreed that the Company will not refund any part of this sum.
3. To general conditions and terms as explained in sections III and IV.
4. Total Amount for this agreement \$ 1,460.00

III. GENERAL CONDITIONS:

1. All terms, prices and conditions set forth in this Agreement are subject to changes or additions due to rules, regulations, ordinances, changes in scope of project, and laws that may be amended or enacted.
2. Prices set forth in this agreement are in effect for 4 months from the agreement date entered into between the customer and NorthWestern Energy.
3. The Customer shall pay the costs of moving Company facilities or making other modifications required to meet city, state, or national codes.
4. The Customer shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.
5. The Company shall 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.
6. The Company will proceed with the survey, design and construction of its facilities in a normal manner using its existing work force and material supply sources. All work is to be done 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 Company's or the Customer's control.

7. The customer requests utilities to be installed with the understanding that ground-level is to final grade. Should changes to grade be made in the future that result in NorthWestern Energy's facilities needing to be either raised or lowered, the customer is responsible for the costs associated with this change.
8. Prior to installation of facilities, the Customer is responsible for physically marking on the property any customer-owned facilities including, but not limited to, underground sprinkling systems, septic tanks, and satellite dish cabling. NorthWestern Energy is not responsible for repairing any unmarked customer-owned facilities. The NorthWestern Energy Construction Department can be contacted with questions on how to appropriately mark customer-owned facilities.
9. If the Customer requests that electric and gas facilities be installed in frozen ground, the Customer may be responsible for additional charges for installation. The Company will notify the Customer of these charges prior to installation.
10. The Customer is responsible for the restoration of private roadway(s) and/or landscaping. The Company will make a reasonable attempt to preserve the private roadway(s) and/or landscaping, but final compaction and restoration is the Customer's responsibility.
11. MPSC rules governing gas and electric line extensions are available upon request.

IV. DEFINITIONS

1. CONTRIBUTION IN AID OF CONSTRUCTION

A non-refundable payment made by a Customer to pay for costs beyond the free allowance when there are no more customers expected to connect to facilities installed by this Agreement.

2. CUSTOMER ADVANCE

A refundable payment made by a customer to pay for costs beyond the free allowance when more Customers are expected to connect to facilities installed under this Agreement.

New customers that attach to existing lines with a current Advance line protection may be required to share equitably in the outstanding payment amount if connecting within 5 years (10 years for Single Family Residential Electric Service - excluding new residential subdivision and townhouse connects) from the construction date of the original line.

Or

A refundable payment made by a Customer to pay for a line extension to a new load of uncertain duration

V. ADDITIONAL CONDITIONS:

COST FOR OH ELECTRIC SERVICE FROM A LIFT POLE TO A METER POLE AND COST FOR GAS SERVICE FROM THE GAS MAIN IN THE ROAD TO 2504 LARKINWOOD ST FOR AFFORDABLE HOMES.

PLEASE NOTE:

ROUTE MUST BE TO GRADE AND CLEAR.

THE ELECTRIC METER MAIN MUST BE INSPECTED BY THE CITY/COUNTY AND A COPY OF THE PERMIT MUST BE SENT TO JIM YORK AT NWE.

NorthWestern Energy

By : Angie Gibson

Its : New Construction

AFFORDABLE HOMES (Customer)

By : _____

Date : _____

Sign/Date & RETURN
with payment. Thank You