

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 02/07/2012, by and between NorthWestern Energy "Company" and CITY OF BILLINGS of PO BOX 1178 , BILLINGS, MT 59103, "Customer".

I. THE COMPANY AGREES:

1. To install, operate and maintain utility facilities to provide services to the Customer at 510 N BROADWAY - NEW LIBRARY, BILLINGS, MT 59101 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 \$ 5,049.69 , USD for construction of Transformer Removal. 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 \$ 12,422.00 , USD for construction of OH Primary Removal. 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 make a Contribution in Aid of Construction in the sum of \$ 103,280.00 , USD for construction of Primary UG 3 Phase. 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.
4. To make a Contribution in Aid of Construction in the sum of \$ 41,046.00 , USD for construction of Primary OH 3 Phase. 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.
5. To make a Contribution in Aid of Construction in the sum of \$ 8,258.00 , USD for construction of Transformer Multi Phase OH. 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.
6. To general conditions and terms as explained in sections III and IV.
7. Total Amount for this agreement \$ 170,055.69

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:

Customer requested relocation of existing overhead primary distribution to make way for new library.

The cost of this project is based on the following conditions and may be adjusted at any time:

1. This estimate is valid for 4 months. After that point, the project will be reviewed for any changes in costs.
2. NWE will perform one line extension engineering cost estimate per year at this location free of charge. If subsequent estimates are requested, a charge of \$61.00/hour (minimum charge = \$61.00) will be assessed and is payable prior to the subsequent estimate being calculated. If the customer decides to proceed, fees paid would be credited toward the construction costs.
3. The electric meter base will be placed in a location approved by NWE prior to the installation of the customer's or NWE's facilities.
4. The customer is to install their facilities as specified in NWE's "New Service Guide" and "Electric Service Requirements & Guidelines" book.
5. The customer is to obtain an electrical permit for the above installation from the appropriate governmental agency, and will provide either a copy of the permit or the permit number to NWE.
6. Normal digging conditions (i.e. no frost or large rock). An additional fee will be assessed and collected prior to construction if either condition is anticipated at the time of construction.
7. Any required easements and/or permits can be obtained at no cost to Northwestern Energy. The customer agrees to grant NWE an easement along the route of the power line on his property, and must obtain easements/permission from any other landowners whose property the line will cross.
8. Restoration of asphalt, gravel, concrete and vegetation is the responsibility of the customer. NWE will not be responsible for any restoration.
9. All underground facilities belonging to the customer must be marked (i.e. septic lines, electric or phone lines to out buildings). NorthWestern Energy will not be responsible for repair if these lines are not accurately marked.

NorthWestern Energy must receive all fees, contracts, permits easements etc. prior to the ordering of materials, scheduling of crews or the start of construction by NorthWestern Energy crews.

NorthWestern Energy

By : Walt Backer

Its : DIVISION ENGINEER

CITY OF BILLINGS (Customer)

By : _____

Date : _____