

Customer Copy



MATANUSKA ELECTRIC ASSOCIATION, INC.

Lee
761-9552

Fonov Nikolay

EXTENSION OF SERVICE AGREEMENT

For single-phase customers using less than 90,000 kWh per year

MEA Reference Use Only:

Account No.	1010672001	Member No.	114537
Pole No.	WN55 1 2W	Meter No.	TE811371
Work Order No.	96711/2	Footage	Full Cap \$3000.00
Legal Description	Memory Lake Ph 2 L12 B2	Connect Date	
		Cap Guar Fee	\$44.58 @ 772kwh
Contract No.		Entered	

THIS AGREEMENT entered into this 30 day of Sept 2009, by and between MATANUSKA ELECTRIC ASSOCIATION, INC. (Association) and **Fonov Nikolay** (Applicant).

For, and in consideration of the mutual covenants and agreements contained herein, the Association and the Applicant hereby agree as follows:

1. The Association agrees to furnish and the Applicant agrees to take electric energy under the terms of this Agreement for a period of five (5) years from the time such service is available (Connect Date), in accordance with the Association's tariffs, rules and regulations. The Association shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy. If the supply of electric power and energy shall fail, be interrupted, become defective or suspended through an uncontrollable force, the Association shall not be liable therefore. Uncontrollable forces include an act of God, fire, flood, volcano, earthquake, explosion, sabotage and act of public enemy, civil or military authority, including court orders, injunctions and orders of governmental agencies or competent jurisdiction, insurrection or riot, an act of the elements, failure of equipment, or the inability to obtain or ship equipment or materials because of the effect of similar causes on carriers or shippers. Strikes, lockouts and other labor disturbances may be considered uncontrollable forces.

2. The electric energy delivered hereunder shall be alternating current at approximately 120/240 volts single-phase, and it shall be delivered at the Applicant's metering location.

3. The Applicant shall pay the Association for electric service hereunder at the rates and terms and conditions set forth in the applicable rate schedule in the Association's tariff. The Applicant shall install and operate electrical equipment only in accordance with the Association's rules, regulations and policies, and in such a manner so as to prevent detrimental voltage fluctuations or disturbances in the Association's distribution system. The Applicant shall also provide motor controls and protective equipment as required to start, operate and protect all electrical equipment of the Applicant. In case of violations of these stipulations, service may be discontinued at any time by the Association until such time as the Applicant corrects the violations. Suspension or termination of service by the Association shall not cancel this Agreement.

EXTENSION OF SERVICE AGREEMENT - **Fonov Nikolay**

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4. Notwithstanding any other provisions of the Association's tariff, Applicant agrees to pay a monthly CAP Guarantee Fee ("Fee") in the amount of **\$44.58** each month in which this Agreement is in effect. In most cases, the Fee will be included on Applicant's monthly bill for electric service, however; failure to include the Fee on a monthly bill for electric service shall not relieve Applicant of the obligation to pay.

5. For each month this Agreement is in effect, Applicant will receive a credit of \$0.05775 per kWh for up to **772** kWh of electrical energy billed to this account ("Maximum Qualifying kWh"). Except as provided in the following paragraph, this is the maximum number of kWh's billed for which applicant will receive a refund in any given month.

6. The Association will monitor Applicant's electrical consumption during the life of this Agreement. For any month in which a Fee is paid and Applicant's billed kWh are greater than the Maximum Qualifying kWh, the Association will credit a bookkeeping reserve account ("kWh Bank") for the difference between kWh billed and Maximum Qualifying kWh. Any kWh's thus banked will be eligible for a refund credit on the bill in future months during which this Agreement is in effect, to the extent electrical usage billed is less than the Maximum Qualifying kWh and a positive balance is available in Applicant's kWh Bank. In the event Applicant's billed kWh are less than the Maximum Qualifying kWh and a positive balance does not exist in the kWh Bank, the shortfall will be posted to the kWh Bank for possible refund credit at such time in the future as kWh billed exceed Maximum Qualifying kWh.

7. The kWh Bank does not survive this Agreement, and the balance, if any, in the kWh Bank at any time has no cash value. Any balance in the kWh Bank upon termination of this Agreement will be canceled.

8. Applicant acknowledges and agrees that failure to pay the CAP Guarantee Fee in accordance with the Association's tariffed standard payment terms will constitute grounds for termination of electrical service. In the event electrical service is terminated, whether for nonpayment or other reasons set forth in the Association's tariff, the Association may, at its option, declare all Fees still due during the remaining life of this Agreement to be immediately due and payable. Upon such declaration, the applicant will not be entitled to any future refund credits.

9. Unless released sooner by the Association, Applicant shall remain primarily liable for the obligations set forth in this Agreement for the life of the Agreement. The Association may, at its discretion, accommodate a written request by a successor to this electric account to assume Applicant's obligations hereunder; however, doing so will not relieve Applicant from primary liability in the event successor fails to fulfill Applicant's obligations unless the Association has executed a release in substantially the form set forth on tariff sheet number 39.9.

10. If, during the term this Agreement would otherwise be in effect, Applicant's cumulative billed kWh at this service location equals sixty times the Maximum Qualifying kWh, this Agreement shall be terminated.

11. There are no unwritten understandings or agreements relating to the service herein above provided, except as may be set forth in Attachment I.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

MATANUSKA ELECTRIC ASSOCIATION, INC.

(Association)

By:

Title:

X

(Applicant Signature)
Fonov Nikolay

Title:

Date:

Work Order #:

96711/2


Extension of Service Agreement

Attachment I

Account No.		Member No.	
Pole No.	WN55 1 2W	Meter No.	TE811371
Work Order No.	96711/2	Footage	Full Cap \$3000.00
Legal Description	Memory Lake Ph 2 L12 B2	Connect Date	
		Cap Guar Fee	\$44.58 @ 772kwh
Contract No.		Entered	

Assumption

For good and valuable consideration, the receipt of which is acknowledged, the undersigned Assignee hereby assumes all obligations under the above referenced Extension of Service Agreement.

 _____ (Assignor Signature)	_____ (Assignee/Applicant Signature)
Fonov Nikolay _____ (Printed Name)	_____ (Printed Name)
11-17-09 _____ (Date)	_____ (Date)

Release

Matanuska Electric Association, Inc. hereby releases **Fonov Nikolay** (Assignor) from all remaining obligations under the above described Extension of Service Agreement.

By: _____

Title: _____

Date: _____

Please contact MEA at 745-3231 or 694-2161 to transfer electric service into your name.