

2018
STANTON COUNTY PUBLIC POWER DISTRICT
INTERRUPTIBLE IRRIGATION SERVICE AGREEMENT

NAME: _____ METER NUMBER: _____

ACCT: _____ CALCULATED HORSEPOWER: _____

LEGAL: _____ TONE GROUP: _____

(Office Use Only)

THIS AGREEMENT, made this ___ day of _____, 2018, between the Stanton County Public Power District, hereinafter referred to as "District" and _____ hereinafter referred to as "Customer".

WITNESSETH: THAT

1. The "**INTERRUPTIBLE IRRIGATION SERVICE AGREEMENT**" shall not in any manner void or replace the regular "**AGREEMENT FOR ELECTRIC SERVICE TO IRRIGATION PUMP**" but shall be supplemental to said "**AGREEMENT FOR ELECTRIC SERVICE TO IRRIGATION PUMP**".
2. This agreement shall continue for a period of **one** year from April 1, 2018, and shall expire on March 31, 2019.
3. Customer agrees to accept service under the selected Rural Irrigation Schedule as the customer may select below, as changed from time to time by the Board of Directors of the District and to abide by the terms and conditions of the Rate Schedule. **All Rate Schedules may be subject to Sunday control as determined by NPPD.** Under this schedule irrigation pumping service may be interrupted by the District as follows:

PLEASE SELECT ONE OF THE FOLLOWING INTERRUPTIBLE CONTROL PLANS FOR THE 2018 IRRIGATION SEASON

INTERRUPTIBLE CONTROL PLANS SELECTION

- NO CONTROL ON IRRIGATION SERVICE**
 - EVERY OTHER DAY (3 Days Per Week and Sunday Control)**
 - ANY TIME CONTROL (6 Days Per Week and Sunday Control)**
 - WHEELS ONLY SERVICE (No control)**
 - STANDBY SERVICE**
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***POWER COST ADJUSTMENT**

In addition to the above base rate, the District may assess an annual charge or issue a credit for each KWH consumed which shall be about the same as the cost charged or credit issued to the District for the fossil fuels used in the plants of the District's power supplier.

4. Customer agrees that the District may install remote control switching equipment on the customer's irrigation equipment for the purpose of interrupting irrigation service. Ownership of all required remote controlled switches will remain with the District. The Customer shall own and maintain at Customers option any and all remote monitoring devices to determine if the well site at the "point of delivery" is operational. **The irrigator shall be responsible for maintaining a road or drivable path to the meter location, well location and pivot point for unlimited access by District personnel to its metering and control equipment.**
5. Remote control switches shall remain sealed at all times and only opened by authorized District employees or its agent. **Any tampering with or override of the interruptible function of the control unit by unauthorized persons shall be grounds for the District to move the Customer to the "Rural Irrigation NO CONTROL" rate with additional applicable rate charges plus any penalty assessable under Nebraska Law.**

6. If service should be interrupted or fail by an Act of God, fire, explosion, flood or from other causes not reasonably within District's control, causing Customer undue hardship, the District may, upon request of the Customer temporarily suspend the agreed controlled interruption periods and "override" the control equipment without penalty to the customer. Such suspensions must be approved by the General Manager or his representative and will only be made if Customer's irrigation service was inoperative in excess of the hours

indicated under the terms of Paragraph #3 of this Agreement and or the terms and conditions of the appropriate rate schedule. No other "override" provision shall be allowed during the terms of this agreement.

7. The customer agrees that if Customer cancels this agreement, Customer forfeits all rights under this Agreement. If Customer wants to move to a lesser Interruptible Rate he can make **one** change per year and sign a new agreement and further agrees to pay the District a service charge of **\$750.00** plus all charges incurred on the new Applicable Rate Schedule less any charges paid on the existing rate schedule.

8. **If the customer moves to a lesser Interruptible Rate after April 6, 2018, that well will remain at the new Applicable Rate Schedule for a period of 2 years without change. If the well ownership/renter is changed within the 2 year period, the well still remains at the new Applicable Rate for the remainder of the 2 year term.**

9. Customer shall hold the District harmless for any crop loss or damages, which may occur or be alleged to occur as a result of a scheduled interruption of service by the District under the terms of this Agreement.

10. This agreement is subject to valid orders of legally constituted bodies having jurisdiction over the District's Rates, Any and all electrical devices used by the Customer shall comply with the National Electric Code and IEEE standards. If any devices should cause the District any issues or harm – the District shall have the right to disconnect said service until such time as satisfactory corrections are made by Customer.

11. This Agreement shall insure to the benefits of and be binding upon the parties; Customers, heirs, assigned executors, administrators, successors and assigns.

12. By the named Customer hereby agreeing to pay the selected Irrigation Rate consisting of all KWH energy charges and Facilities Charges per the Rural Irrigation Schedule for the 2018 irrigation season.

13. A Standby Charge for irrigation services not used after the original interruptible irrigation service contract has expired shall be billed on **June 1** of each year. The standby charge will be billed as per the Rural Irrigation Schedule's Standby Irrigation Service rate.

14. The above charges are net. All penalties of 7.5% and/or collection fees will be assessed in accordance with the current policy of Billing and Collection Procedures for Energy Bills.

CUSTOMER

STANTON COUNTY PUBLIC POWER DISTRICT

SIGNATURE _____

BY _____

DATE _____

DATE _____

IF YOU ARE INTERESTED IN CONTROL NOTIFICATION BY TEXT MESSAGING, PLEASE FILL IN THE INFORMATION REQUIRED BELOW:

I expressly consent to being contacted by Stanton County Public Power District, at the number(s) provided below regarding my account and irrigation notices via autodialed or prerecorded telephone call or text messages. I understand that my telephone company may impose charges on me for these calls or texts and I am not required to sign this document as a condition to obtain electric utility service. I understand that I can revoke this consent at any time by either providing written notice to Stanton County Public Power District or by calling and notifying a Customer Service Representative. I also understand that my consent continues unless and until it is revoked.

CELLULAR PHONE NUMBER(S): 1 _____ 2 _____ 3 _____

SERVICE PROVIDER: 1 _____ 2 _____ 3 _____

Signature

Date

The above signed party/parties understand that they shall provide notice to the District if their current notification numbers change and they will cease receiving automated notifications until they have signed a new Consent form referencing the new phone number(s).