

## CONTRACT FOR ELECTRIC IRRIGATION PUMPING SERVICE

This agreement made the date set forth below between the undersigned, \_\_\_\_\_, (hereinafter collectively called the "Customer"), who hereby applies for irrigation pumping service, and the Northeast Nebraska Public Power District, a public corporation of the State of Nebraska (hereinafter called the "District").

1. In consideration of the furnishing of irrigation pumping service to the Customer and in consideration of the terms of this agreement, the District hereby agrees to make electric energy available to the Customer on a Time of Use basis, and the Customer agrees to purchase from the District, the electric energy used for irrigation pumping on the premises described below, now owned or occupied by the Customer, and to pay for said service in accordance with the rate schedule ITOU as amended from time to time, which rate schedule is attached hereto and incorporated as a part of this agreement.
2. The Customer agrees to comply with the rules and regulations of the District relating to time differentiated pricing and agrees that the District shall not be liable to Customer for any crop failure or damage to crops or other property as a result of the controlled use of energy to avoid critical peak hours as determined by our supplier the Nebraska Public Power District.
3. The Customer understand and agrees that the rates and charges set forth on Schedule I-T-O-U are the present rates being charged by the District, but such rates may be modified from time to time as voted by the Board of Directors.
4. The Customer hereby grants to the District the right and easement to construct, operate, repair, or maintain its electric distribution and service lines and appliances on the premises herein described, in or upon all streets, roads, or highways abutting said premises as agreed upon by the Customer and the District, and also the right to cut or trim trees as it deems necessary necessary to keep them clear of all parts of the electrical system.
5. **All irrigation pump motors of 20 H.P. or larger shall have secondary power factor correction capacitors. Said capacitors will be supplied and installed by the customer prior to energization of the service. HORSE POWER SIZE \_\_\_\_\_**
6. It is a requirement of the District that provisions for installation of an hour meter be made available in customer's control cabinet, so that the hour meter will record total hours of pump operation. This meter will be installed by the District and remain property of the District.

7. The Customer shall furnish and install all necessary equipment from the meter point to their facilities, and installation of same shall comply with the National Electrical Code, the specifications of the Rural Utilities Service, U.S.D.A. and the rules and regulations of the District.
8. The District shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such supply shall fail or be interrupted or become defective through acts of God, governmental authority, action of the elements, public enemy, accident, strike, labor troubles, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of District, District shall not be liable under this provision of the agreement.
9. In the event that the Customer is not the owner of real property irrigated under this contract, then owner has joined in executing this agreement for payment of all costs, including aid to construction and installation costs of facilities, and the payment of all electric bills accruing hereunder.
10. Customer agrees that the motors and other electrical equipment installed hereunder shall be of a type approved by the District and will be operated in such a manner as will not unduly interfere with the service on the District's line. All equipment furnished by the District on either side of the point of delivery shall be and remain District's property and at the expiration or termination of the agreement, the District may remove same from the Customer's premises.
11. It is expressly understood that the District's property, machinery, or equipment shall not be handled or operated in any manner by the Customer, their agents, or employees, without the express authority from the District, and the Customer will hold the District harmless should violation thereof result in injury or damage to any persons or property.
12. This agreement shall be subject to the District's securing and retaining at no cost to the District and without the necessity of condemnation, the necessary right-of-way privileges and easements to enable it to make delivery of power under this agreement and customer hereby grants to the District the necessary right-of-way over and across the land owned by Customer in connection with this agreement for service.
13. The District shall have the right to inspect the Customer's electrical equipment for the purpose of determining whether said facilities comply with the National Electric Safety Code, regulations adopted by the District, or standards established by the State Electrical Board. **In making such inspection, the District does not assume any responsibility or liability in connection with said facilities, but makes said inspection solely for the safety and benefit of the Customer and the public.**
14. This agreement, when executed by the District, shall constitute an agreement between the Customer and the District, and the contract for electric service shall continue in full force for five years from the date service is made available by the District to the Customer and thereafter until cancelled by written notice given by either party to the other at least thirty days in advance, but subject to the rights of the District to modify the rates, terms, and conditions of service upon written notice as above provided.
15. This agreement replaces and supersedes all prior agreements for irrigation pumping service, either oral or written, between the Customer and the District.
16. In the event that the Customer is not the owner of the property above described, the undersigned owners hereby guarantee payment to the District of bills for electric energy and service in connection with the irrigation pumping service installed on the above described property and the undersigned property owners hereby agree to grant the District any easements or right-of-way privileges necessary to or related to service to the above described real property.

17. The undersigned agree and understand that service on a control basis will limit the number of hours that Customer can irrigate and that the District will control the hours of irrigation. Customer and owner specifically release the District from any and all liability in connection with any loss, reduction in crop, or any other damage that might occur as a result of the limitation in the number of hours that electric pumping service can be used hereunder.

18. The customer acknowledges that signing and returning this contract does not constitute a guarantee that service will be made available at any point in the future. The customer is cautioned against spending money for the purpose of preparing for electric service until they have been contacted and paid their Aid to Construction Payment for the service covered by this agreement. Until signed by the District this document is for the purpose of establishing a place in line on a waiting list of customers desiring irrigation pumping service.

19. This agreement relates to irrigation pumping service to the following described real property:

\_\_\_\_\_ of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_,  
\_\_\_\_\_ County, Nebraska.

**Property Owner (Please Print)** \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone # \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tenant/Renter (Please Print)** \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone # \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Northeast Nebraska Public Power District,

By \_\_\_\_\_  
Manager

**NORTHEAST NEBRASKA PUBLIC POWER DISTRICT**  
Nebraska 107, Wayne

Effective April 27, 2010

**SCHEDULE I-T-O-U**

**AVAILABILITY**

Available for service to irrigation pumps, subject to District's established rules and regulations.

**TYPE OF SERVICE**

Three-phase or single phase, 60 cycle, at available secondary voltages.

**RATES:**

**Time-Of-Use**

Minimum Annual Service Charge per Horsepower			\$20.95 per HP
Energy Charge	A-rate (Off-Peak – 11:00pm to 9:00 am)	@	3.0 ¢ per KWh
	B-rate (Shoulder Peak – 9:00 am to 11:00 pm)	@	7.2 ¢ per KWh
	C-rate (Critical Peak"Red Hours" – times vary)	@	60.6 ¢ per KWh

**No Control Option**

Minimum Annual Service Charge per Horsepower		\$ 50.00 per HP
Energy Charge	@	6.0 ¢ per kWh

No Power will be allowed for the Annual Minimum Horsepower Charge.

Production Cost Adder: In case the rate under which the Seller purchases power at wholesale is amended or is adjusted in accordance with a fuel or production cost adder provision in the Seller's Wholesale Power Contract, the foregoing energy charge shall be adjusted each month by the same amount per kilowatt-hour as the cost adjustment per kilowatt-hour in the Seller's Wholesale power bill including losses for the corresponding month.

**DETERMINATION OF HORSEPOWER (HP)**

The HP for billing purposes shall not be less than the manufacturer's nameplate rating of HP output, or at the option of the District it may be determined by actual measurement during a period of maximum normal use. The highest rating will be used for billing.

**POWER FACTOR ADJUSTMENT**

The consumer agrees to maintain unity power factor as nearly as practicable. The HP for billing purposes will be adjusted for consumers with 20 HP or more to correct for average power factors lower than 90%, and may be so adjusted for other consumers if and when the District deems necessary. Such adjustment will be made by increasing the HP 1% for each 1% that the power factor is less than 90% lagging.

**MINIMUM ANNUAL SERVICE CHARGE**

The minimum annual service charge will be billed and is payable 15 days from billing date. The annual service charge will be considered delinquent if not paid by due date on statement. If no payment is received by the June 1, 2010, service will be discontinued until payment is received. A disconnection and reconnection fee per District Collection Policies, in addition to the annual service charge, will be charged before service is reconnected.

**TERMS OF PAYMENT**

Penalty dates are posted on monthly bills. The District's policies governing penalties, collection charges, and disconnection of service for non-payment shall apply. Beginning in 2009, the District will read meters and bill on a monthly basis.