

INTERRUPTIBLE IRRIGATION SERVICE AGREEMENT

**Perennial Public Power District
P.O. Box 219
York, NE 68467**

Customer Name: _____
Address _____

Have a Question? Contact us?
Call 402-362-3355 or 1-800-289-0288
Email us at perennial@perennialpower.com

To change your level or participation in the District’s load management program, please place a check mark under the desired Load Management Rate for each of the irrigation wells that are listed below. After marking your changes, sign this form at the bottom of the page and return to Perennial Public Power District. The form must be signed and returned to be eligible for any changes.

NOTE: Prior to making your selection, please refer to the Irrigation Rate Schedules for information relating to the cost of each control option, and the Interruptible Irrigation Service Agreement Rules and Regulations on the second page of this document for further information and requirements of the load management program.

			Load Management Rate				LC Notification
Well # Account # Nameplate HP	Legal Description	Current Rate	Anytime Control Rate 15	3Day Control Rate 16	1Day Control Rate14	No Control Rate13	Phone Number
Well #							
Acct #			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HP							
Well #							
Acct #			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HP							
Well #							
Acct #			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HP							
Well #							
Acct #			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HP							

I confirm that the irrigation services listed above are on the correct rate as listed or changed by me, as operator, owner or manager of the listed services.

Customer Signature

Date

PERENNIAL Signature

INTERRUPTIBLE IRRIGATION SERVICE AGREEMENT
RULES AND REGULATIONS

1. The “INTERRUPTIBLE IRRIGATION SERVICE AGREEMENT” shall not in any manner void or replace the regular “IRRIGATION ELECTRIC POWER SERVICE AGREEMENT”, but shall be supplemental to said “IRRIGATION ELECTRIC POWER SERVICE AGREEMENT”.
2. The INTERRUPTIBLE IRRIGATION SERVICE AGREEMENT shall become effective upon its execution and shall remain in effect from year to year until terminated by either party giving written notice.
3. The District’s Load Management Program shall consist of the following control classifications:
 - a. Anytime Control – The District shall have the option of interrupting service to the customer anytime during the peak demand periods on the District’s system.
 - b. Three-Day/Week Control – The District shall have the option of interrupting service to the customer for three days in a week. The days shall be determined in advance by the District.
 - c. One-Day/Week Control – The District shall have the option of interrupting service to the customer for one day in a week. The day shall be determined in advance by the District.

Note: All irrigation services participating in the load management program may also be controlled on Sundays and holidays during peak periods.
4. The Customer agrees to pay the District for service under the appropriate Rate Schedule as may be 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.
5. The Customer agrees that the District may install remote control switching equipment at a position chosen by the District, and the equipment shall be wired into the motor control starting system of the well motor on the main pumping panel of the irrigation well. Ownership of the remote controlled switching equipment will remain with the District. The Customer shall provide, own and maintain at the Customer’s expense any additional equipment for installation of interruptible equipment and any remote monitoring or restart devices.
6. Remote control switches shall remain sealed at all times and only be opened by authorized District employees or its agents. If conditions are observed which indicate a customer has tampered with the District’s irrigation load management equipment, a \$50/HP penalty will be billed for the current season. Also, the customer will be assessed for damages to the District’s equipment and the cost of re-establishing the load interruption capabilities of the equipment. All charges must be paid within 10 days or the service will be disconnected.
7. A Customer may cancel or change an Interruptible Irrigation Service Agreement during the irrigation season. When a change is executed, the Customer may change to a lesser amount of control. If it is cancelled or altered by request of the Customer during the irrigation season, the customer will pay a \$150.00 service charge, plus the difference between the charges already paid and the charges under the new control rate selected by the Customer. The billing of the additional charges shall be retroactive to the start of the irrigation billing season.
8. The Customer shall hold the District harmless for any alleged crop loss or damages resulting from a scheduled interruption of service by the District under the terms of the Agreement.
9. The Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.
10. Any breach of this Agreement shall result in the account being billed at the No Control rate, and may be subject to additional penalties.