

Agenda Item # 16

Date 6/3/20

7324/7331/7332

APPLICATION AND CONTRACT FOR ELECTRIC SERVICE

The undersigned (hereinafter called the Applicant) hereby applies for electric service on the premises described as SC 02-18-07 (Serv#7324), 21-20-05 (#7331), SW 12-20-07 (#7332) and agrees to purchase electric power and energy from the Burt County Public Power District (hereinafter called the District) for a period of 10 years upon the following terms and conditions:

1. The applicant will pay the District the sum of 0.00 which will constitute Applicant's Meter Deposit.
2. The applicant will, when electric becomes available, purchase from the District all electric power and energy used on the premises described herein. The Applicant agrees to pay the District for this electric service at applicable rates of the District as charged for like types of electric service, or at rates which may be set up, by the District, from time to time in accordance with the By-laws of the District for like types of electric service. The applicable rate schedule of the District under which this electric service shall be billed, until further notice by the District, is known as schedule AMR, a copy of which is attached to and hereby made part of the Application and Contract. Bills shall be paid by the Applicant for electric service hereunder at the office of the District in Tekamah, NE and in the summer as outlined in the applicable Rate Schedule. In case of default in payment by the applicant, the District may discontinue electric service by giving the Applicant ten days notice in writing. Said electric service will not be restored until amount due is paid in full by the Applicant as outlines in the District policy. Discontinuance of electric service by the District for the reason of default in payment by the Applicant shall in no way nullify the remaining terms of this Application and Contract and the payments to be due to the District thereunder.
3. The Applicant will cause his premises to be wired in accordance with wiring specifications which meet the National Electrical Code. The District will assume no liability for injury or damages to any person or property as a result of faulty wiring on the part of Applicant.
4. The District shall make every effort to make electric service available to the Applicant, but the District shall not be liable to the Applicant in damages or otherwise for failure to make such service available.
5. After electric service is available to the Applicant, the District shall make every effort to continue such service, without interruption, but if such service shall fail or be interrupted or become defective through the Act of God or the Public Enemy, or by accident, strikes, labor troubles, default in payment by Applicant or by action of the elements or inability to secure rights of way or permits needed, or for any cause beyond the reasonable control of the District, the District shall not be liable therefore.
6. The authorized representative of the District shall be permitted to enter Applicant's premises at all reasonable times to carry out the provisions of the Application and Contract.
7. The Applicant does hereby agree that the acceptance and approval of the Application by the District shall constitute a Contract between the Applicant and the District, and that the Contract so made for electric service shall continue in force for 10 year(s) from date that service of electric power and energy is made available by the District to the Applicant and thereafter until cancelled by at least thirty day written notice given by either party to the other.
8. This contract shall be binding upon heirs, executors, administrators, subsequent owners and assigns of all parties hereto.
9. The applicant will comply and be bound by the provisions of By-laws of the District and such rules and regulations of the District now in effect and rules and regulations that may be from time to time be adopted by the District.
10. If the construction cost of the line extension to serve the load hereunder is in excess of the amount the District can feasibly invest, as determined by the District, the Applicant hereby agrees to make cash contribution of \$6800.00 to be paid by Applicant upon the execution of this contract, and to be applied to said construction costs.
11. The applicant agrees to make an advance payment of \$ N/A which will cover the annual customer charge for N/A year(s), this amount to be paid to the District at the time this application is submitted.
12. The Applicant agrees to pay the customer charge required by the District rate schedule AMR during the term of this agreement.

Witness

Applicant Fremont/Dodge County Communication

Witness

Applicant

Date

725 N Park Ave, Fremont, NE 68025
Address

This application and Contract accepted and approved by the Burt County Public Power District on _____, 20____.

ATTEST:

BURT COUNTY PUBLIC POWER DISTRICT
By:

President

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, a notary public duly commissioned and qualified for and in said county, personally came _____

to me known to be the identical persons whose names are affixed to the attached instrument as Consumer, and acknowledged the same to be their voluntary act and deed and the voluntary act and deed of the corporation. Said officers recited that this instrument is being signed and sealed by authority of Board of Directors of the corporation.

Witness my hand and seal this _____ day of _____, 20_____.
My Commission expires _____.

Notary Public