

Price Electric Cooperative

Load Management – (LM) Agreement for Dual Fuel (DF) or Heat Storage (HS)

Account No.: _____ Member: _____

What Is To Be Controlled: _____

Backup Heating Source: _____

Service Location: _____

This agreement made and executed this _____ day of _____, 20____, between Price Electric Cooperative, hereinafter referred to as the “Cooperative” and the above named Member.

Load Management (LM) is in the joint interest and benefit of the Cooperative and its Members. The Dual Fuel/Heat Storage Program is designed to decrease the electric system load during occasions when there is a high demand for electricity. The Dual Fuel/Heat Storage Program helps Dairyland Power Cooperative make more efficient use of its generators and delays the need for the building of new power plants; therefore helping to keep the cost for electricity down.

Dual Fuel - DF

Dual Fuel shall consist of a primary electric heat source and secondary, non-electric heat source, permanently installed that are independent of each other. The backup must be capable of supplying the entire heating demand for the premises, up to a 12-hour period out of a 24-hour day. The member understands the primary electric heating source will be interrupted during load control events. Those members who have dual fuel and air conditioning control will, per the agreement, also have their air conditioner interrupted during summer control periods. Summer Air Conditioning Control is normally off for 15 minutes, then on for 15 minutes, for a maximum of 6 hours per day.

Heat Storage - HS

Heat Storage shall consist of an ETS (Electric Thermal Storage) unit(s) or other storage type heating systems, which shall be sized to adequately heat the premises. Electric service to the unit will be available for 10 hours/day for charging and/or re-charging the heating system.

The Member agrees to the following:

1. The member agrees that the appropriate rate will be applied depending on the type of electric heating system, and if air conditioning is to be controlled. The Member understands that one of the service conditions requires the alternate backup heating system be capable of automatic operation. The Member assumes responsibility for its continuous and automatic operation by agreeing to maintain an adequate backup heating system, including maintenance and fuel for operation.
2. The Member agrees to have the electric heating and cooling load interrupted by a radio receiver furnished by the Cooperative. The load control signal is sent by and controlled by Dairyland Power Cooperative (DPC). DPC determines the control times, lengths of control time and necessity of control. The dual fuel meter must be connected and turned on all year round.
3. The Cooperative will own and furnish a receiver and/or a socket extender, which will be determined at time of contract signing. The device shall be installed on the outside of the building according to the Cooperative's specifications. The Cooperative will maintain and service the receiver and must have access to the LM receiver to inspect, test, repair or replace.
4. A second meter and associated metering equipment shall be wired to record the electric heating load and air conditioning if applicable. All equipment used in the metering and load interruption installation shall meet the Cooperative specifications and standards. Meters used to record usage remain the property of the Cooperative.

5. Tampering with the Cooperative's equipment shall invalidate this agreement and shall render the DF/HS rate(s) invalid will be removed from a load management rate and placed in the energy rate for their service. The Member will be subject to the Cooperative's policies regarding this matter. Tampering includes, but is not limited to: adding uncontrolled equipment or any non-qualified electric load to the DF metering, or rendering equipment connected to the DF equipment so that it is not controlled when it is intended to be. The Cooperative will, if determined that tampering has occurred, back bill estimated usage for the electric devices in question at the proper electric rate.
6. The Member may cancel this agreement at any time after one complete heating season (October-April) by notifying the Cooperative. If member cancels this agreement the member will be removed from a load management rate and placed in the energy rate for their service. All associated equipment such as DF/HS meter, LM radio receiver, and, if applicable, socket extender will be removed.
7. Problems occurring with an interrupted load shall be analyzed and corrected by an electrician and/or the Cooperative. The Cooperative assumes no responsibility for members' equipment failure or damage done by failure of said equipment.
8. The member will be charged \$5.00 per month for the second meter needed to record and report heat usage. This charge is in addition to the required year-round facility charge for electrical service.
9. If the load management system is removed from the Member's premises, the Cooperative will not be responsible for repairing screw and drilled holes or discoloration or damage to the building.
10. Failure of the Member to make payments or allow permission for inspection of equipment shall invalidate this agreement and the Cooperative may discontinue the DF/HS rate(s) for the Member's electric service.
11. This document, rates and programs are subject to change at any time, and at the sole discretion of Price Electric Cooperative.

UNCONDITIONAL RELEASE AND HOLD HARMLESS AGREEMENT

I/We, the undersigned Member/Owner have chosen to participate in Price Electric Cooperative's Load Management Dual Fuel/Heat Storage Program for the type of system that is being used for heating and/or air conditioning.

In consideration of my/our reduced energy rate for participation in Price Electric Cooperative's DF/HS Program, I/we the undersigned acknowledge and agree as follows:

1. I/we are solely responsible to provide an automatic back up system that can maintain adequate temperature of the premises during those hours my/our electric service is interrupted. "Adequate" means sufficient for the safety of all occupants, including any special needs of children, the elderly and other vulnerable occupants of the premises, as well as the protection of all real and personal property, including pets, livestock, appliances and fixtures.
2. In selecting an adequate automatic back up system, I/we have not relied on any express or implied representation, promise or warranty made by or on behalf of Price Electric Cooperative with respect to any load management condition or the adequacy, specifications or performance of any back-up system or technology.
3. I/we understand that load management conditions may occur for up to 12 hours in any 24-hour period. I/we understand and acknowledge that the failure of my/our chosen back-up heating or air conditioning system or technology during load control periods may result in real or personal property damage or personal injury including death.
4. **I/WE AGREE TO FULLY AND UNCONDITIONALLY RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND PRICE ELECTRIC COOPERATIVE, ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES, THIRD-PARTY CLAIMS, COSTS, OR EXPENSES OF ANY KIND (INCLUDING ATTORNEY FEES) FOR REAL OR PERSONAL PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ARISING FROM THE INTERRUPTION OF ELECTRIC HEAT OR AIR CONDITIONING TO MY/OUR PREMISES ENROLLED IN THE COOPERATIVE'S LOAD MANAGEMENT PROGRAM PURSUANT TO THIS AGREEMENT.**

I agree to comply with the rules and regulations of Price Electric Cooperative and I understand any willful violation of the usage constraints will automatically cancel my application.

Signature: _____

Member: _____

Address: _____

Telephone: _____

ACCEPTED FOR PRICE ELECTRIC COOPERATIVE, INC. BY EMPLOYEE:

Employee's Name

Employee's Signature