

Clark 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: _____ Rate Code _____

This agreement made and executed this _____ day of _____, 20 __, between Clark Electric Cooperative, hereinafter referred to as the "Cooperative" and the above named Member.

Internal Use Only

• Controlled Elec. Heat
Rate 70 - DF _____

• Heat Storage
Rate 73 - HS _____

• Controlled Elec.
Heat/Air Conditioning
Rate 74 - IAC _____

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 Programs help Dairyland Power Cooperative make more efficient use of its generators and delays the need for the building of new power plants and therefore helps keep the cost for electricity down.

Dual Fuel - DF

Rate 70 shall consist of a primary electric heat source and secondary heat source (fossil fuel or an Electric Thermal Storage unit) permanently installed that are independent of each other. The backup must be capable of supplying the entire heating demand for the dwelling or building, 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 are on Rate 74, dual fuel and air conditioning control, will 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

Rate 73 shall consist of an ETS unit(s) or other storage type heating systems, which shall be sized to adequately heat the dwelling. Electric service to the unit will be available for 10 hours/day for charging and/or re-charging the heating system. **(Rate 74 can be applicable during the summer months if the appropriate system is installed. Ask for further details.)**

The Member agrees to the following:

1. To participate in Clark Electric Cooperative's LM rate structure (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.
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. The meter and associated metering equipment shall be wired to record the electric heating load and air conditioning if applicable; separately as determined by the Cooperative. 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 and subject to billing under the Cooperatives standard offer of service, Rate 78. The Member will be subject to the Cooperative's policies regarding this matter. Tampering, including but not limited to, adding uncontrolled equipment, or any non-qualified electric load to the OF metering, or rendering equipment connected to the OF equipment so that it is not controlled when it is intended to be. The Cooperative will, if determined that tampering has occurred, will 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 by notifying the Cooperative. If member cancels this agreement the member will be removed from a load management rate and placed on Rate 78. 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 will reimburse the Member for reasonable service calls if the problem was attributed to the radio receiver. The Cooperative assumes no responsibility for members' equipment failure or damage done by failure of said equipment.
8. If the load management system is removed from the Members premises, the Cooperative will not be responsible for repairing screw and drilled holes or discoloration or damage to the building.
9. 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.
10. This document, rates and programs are subject to change at any time, and at the sole discretion of Clark Electric Cooperative.

**UNCONDITIONAL RELEASE
AND HOLD HARMLESS AGREEMENT**

I/We, the undersigned Member/Owner have chosen to participate in Clark 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 Clark 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 Clark 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 CLARK 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.**

We hereby certify that I/We have read and understand the above agreement. _____ (Initials)

Owner: _____ **Member:** _____
(Only if different than Member)

Address: _____ **Address:** _____

ACCEPTED FOR CLARK ELECTRIC COOPERATIVE, INC. BY EMPLOYEE:

Employee's Name