




**Price Electric
Cooperative**

A Touchstone Energy® Cooperative 

Load Management Agreement
For Dual Fuel (DF) or Heat Storage (HS)

Check one of the following for your back-up heat source:

Automatic Backup Non-Automatic Backup No Backup

Member Name: _____ Account #: _____

Email: _____ Phone #: _____

Service Address: _____

Heat source to be controlled: _____

Back-up (non-electric) heat source: _____

This agreement was 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 DF/HS programs are designed to decrease the electric system load during occasions when there is a high demand for electricity. The DF/HS programs help Dairyland Power Cooperative (DPC) make more efficient use of its generators and delays the need for the building of new power plants; therefore, helping to keep the cost of electricity down.

Dual Fuel

DF 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.

Heat Storage

HS shall consist of an electric thermal storage (ETS) unit or other storage type heating system, which shall be sized to adequately heat the premises. Electric service to the unit will be available for 10 hours per day for charging and/or recharging the heating system.

The Member agrees to the following:

1. The Member agrees that the appropriate rate will be applied based on the select loads that are being 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.

715.339.2155
800.884.0881


W6803 Springs Drive • PO Box 110
Phillips, WI 54555

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2. The Member agrees to have select loads interrupted by a load control receiver furnished by the Cooperative. The load control signal is sent and controlled by DPC. DPC determines the control times, lengths of control, and necessity of control. The dual fuel meter must be connected and turned on year-round.
3. The Cooperative will own and furnish a load control receiver and/or socket extender, which will be determined at the 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 it to inspect, test, repair, or replace.
4. A second meter and associated metering equipment shall be wired to record select loads 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 invalid, will be removed from the DF/HS 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 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 it is determined 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, Member will be removed from the DF/HS rate and placed in the energy rate for their service. All associated equipment such as DF/HS meter, load control receiver and/or 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 service availability 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 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 the Cooperative.

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Unconditional Release and Hold Harmless Agreement

The undersigned Member/Owner has chosen to participate in the Cooperative’s Load Management Program. In consideration of my/our reduced energy rate for participation in the Cooperative’s DF/HS program, I/we the undersigned acknowledge and agree as follows:

1. I/we are solely responsible for providing an automatic back up system that can maintain an 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 and 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 the 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 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 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.

Printed Member Name: _____

Member Signature: _____ Date: _____

<p>Office Use</p> <p>Accepted By:</p> <p>Employee Name: _____</p> <p>Employee Signature: _____ Date: _____</p>

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