

# Clark Electric Cooperative

## Load Management - (LM) Agreement for Electric Water Heating Credit

Account No.: \_\_\_\_\_ Member: \_\_\_\_\_

What Is To Be Controlled: \_\_\_\_\_

This agreement made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between Clark 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 Controlled Electric Water Heater 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.

The time and length of load control will be at the discretion of Clark Electric Cooperative and Dairyland Power Cooperative. Listed below are the main guidelines in time of control. This may change in cases of extreme emergency. Billing credits, rebates, incentives, and the time of control of the Controlled Electric Water Heater Program are subject to change at any time, and at the sole discretion of Clark Electric Cooperative and Dairyland Power Cooperative.

**50 gallons water heater  
80+ water heater**

**No more than 4 hours in a 10 hour period  
No more than 6 hours in a 10 hour period**

### The Member agrees to the following:

- 1) To receive any incentives or rebates offered by Clark Electric Cooperative or Dairyland Power Cooperative (DPC), the Member agrees to have a LM control device installed to interrupt electric service to the electric water heater.
- 2) The electric water heater purchase rebate/incentive offered by Clark Electric Cooperative is contingent upon the participation in Clark Electric's LM Controlled Electric Water Heater Program.
- 3) As an incentive to participate in Clark Electric Cooperative's LM –Controlled Electric Water Heater Program, a monthly billing credit will be applied to the member's account once a LM control device is installed. The member's account which is receiving the electric water heating credit must use at least 300 kWh to receive the billing credit for that billing period. The billing credit is as follows:

**50 gallons or larger electric water heater = \$4.00/month**

- 4) The Member agrees to have the electric water heater interrupted by a radio receiver furnished by the Cooperative. The load control signal is sent by and controlled by DPC. DPC determines the control times, lengths of control time and necessity of control.
- 5) The Cooperative will own and furnish a LM receiver. The device will be generally installed on the outside of the building to the Cooperative's specifications. The Cooperative will maintain and service the LM receiver and must have access to the LM receiver to inspect, test, repair or replace.
- 6) Tampering with the Cooperative's equipment shall invalidate this Agreement and shall render the Electric Water Heating Credit invalid and subject to removal of credit and the LM receiver. The Member will be subject to the Cooperative's policies regarding tampering and, if determined that tampering has occurred, will be back billed for credits applied for the electric water heater in question.
- 7) The Member may cancel this Agreement at any time after one year on the LM Controlled Electric Water Heater Program by notifying the Cooperative in writing.
- 8) If the Member removes the electric water heater and replaces the electric water heater with a fossil fuel or other type of water heater, it is the responsibility of the Member to contact Clark Electric Cooperative so the Cooperative can remove the LM control device. Furthermore, it is the responsibility of the member to inform the Cooperative so that proper billing adjustments of the credits given for participating in the program can be made.

- 9) 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 the Member's equipment failure or damage done by failure of said equipment.
- 10) If the LM receiver 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.
- 11) Failure of the Member to make proper monthly payments of the electric bill, or allow permission for inspection of equipment shall invalidate this agreement and the Cooperative may discontinue the electric air conditioning credit.
- 12) 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 Electric Water Heater 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 LM 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 water temperature 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 6 hours in any 10-hour period. I/we understand and acknowledge that the failure of my/our chosen back-up water 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 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 WATER HEATING TO MY/OUR PREMISES ENROLLED IN THE COOPERATIVE'S LOAD MANAGEMENT PROGRAM PURSUANT TO THIS AGREEMENT.**

**Owner:** \_\_\_\_\_  
*(Only if different than Member)*  
 \_\_\_\_\_  
*Please Print Name*

**Member:** \_\_\_\_\_  
 \_\_\_\_\_  
*Please Print Name*

**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ACCEPTED FOR CLARK ELECTRIC COOPERATIVE, INC. BY EMPLOYEE:**

\_\_\_\_\_  
**Employee's Name**

Internal Use Only	
▪	Water Heater size _____
▪	Control Installed Y/N Date _____
▪	Rebated Initiated _____