

Chippewa Valley Electric Cooperative Member Agreement

Interruptible Service – Dual Fuel

This agreement made and executed this ____ day of _____, 20____ by and between Chippewa Valley Electric Cooperative, headquartered in Cornell, Wisconsin (hereinafter referred to as the "Cooperative"), and _____ (hereinafter referred to as the "member").

WHEREAS, It is in the joint interest and benefit of the named parties to conserve the use of electrical energy and minimize the cost of electrical energy sold and delivered by the Cooperative to the Member; and

WHEREAS, This can be accomplished by the Cooperative disconnecting certain electrical loads during certain times; and

WHEREAS, The Cooperative has made such service available to qualifying members.

NOW, THEREFORE, It is agreed by and between the parties as follows:

1. The Member, or Member's Contractor shall provide and install all equipment and wiring, except control device and meter, in accordance with Cooperative specifications as detailed in Load Management Programs (Basic Load Management Requirements), as applicable, and subject to Cooperative approval to qualify for an interruptible rate.

Initial: _____

2. It shall be the Member's responsibility to Contact the Cooperative's Member Services Department to schedule installation of the meter and control device after all equipment and wiring have been installed.

a. If, upon arrival at scheduled installation, The Cooperative determines work has not been completed as outlined in (1), above, Member shall forfeit Dual Fuel rebate and installation will be rescheduled for a later date.

Initial: _____

3. The Cooperative shall furnish and install control device and meter, which shall remain the property of the Cooperative. Member shall permit the Cooperative and its agents and employees to enter upon premises for purpose of installing, maintaining, relocating, repairing, replacing, and removing said devices and appurtenances thereto.

4. The Cooperative shall have authority to interrupt service taken under the selected Interruptible Rate Schedule, recognizing that the Cooperative may modify the terms and conditions of the selected Interruptible Rate Schedule from time to time as required by its load characteristics.

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5. The Member shall not use electric energy for similar interruptible loads in an uncontrolled manner. If the Cooperative determines or suspects that electric energy usage has not been consistent with this Agreement, Interruptible Rate Schedule, service rules, or specifications, all control devices and meters may be removed and all electric service billed under the general rate schedule.
6. The Cooperative shall not be liable for any economic loss or personal discomfort due to the operation of the control device or the period of the service interruption. The Cooperative shall not be liable for any losses where wood is used as back-up.
7. Problems occurring with controlled loads shall be analyzed and corrected by member's electrician, and the Cooperative will reimburse the homeowner or electrician for reasonable costs, only if the problem was with the control device. Member shall immediately notify the Cooperative if the control device is not functioning.
8. If the control device is removed by the Cooperative and the Interruptible Rate discontinued for any reason, twelve (12) months shall elapse before the control device and Interruptible Rate can be used by the Member again.
9. This Agreement shall be in effect upon the date it was executed for a minimum period of five (5) years. Member shall have a right to terminate Agreement at any time after one year from date of this contract for any reason.
10. Member represents that he is the owner of the premises upon which said device is installed or if not the owner, the owner authorizes said installation as indicated below.
11. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties.

By: Chippewa Valley Electric Cooperative By: _____
(Cooperative) (Owner Signature)

(Address) (Account Number)

(Telephone Number)

Type of dual fuel system: Electric _____ kw _____
(Plenum, Boiler, Heat Pump, etc)

Type of back-up heating: _____

Central Air Conditioning controlled: Yes ___ No ___ kw _____

Last revised: 18 August 2010

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