

WATER HEATER LOAD MANAGEMENT AGREEMENT

_____ is presently a member of McCone Electric Co-op., Inc. and requests a controlled water heater under the load management water heater control program.

AGREEMENT

In consideration of the mutual and reciprocal benefit to the parties, it is hereby agreed by McCone Electric Co-op., Inc. and the member as follows:

1. McCone Electric Co-op., Inc. hereby agrees to supply a 40-gallon or 50 gallon water heater, which will be controlled under the water heater load management control program. The controlled water heater will be provided under the following conditons.
 - a. A controlled electric water heater will be supplied for any new electric installation at a cost of **\$155** for all 40 and 50 gallon water heaters.
 - b. Members already enrolled in the water heater program will receive a \$100 discount on the purchase of a replacement water heater (from McCone Electric Co-op., Inc.) and will be required to return the old load management control device. A replacement water heater will be supplied when the water heater fails to the degree that repairs are not practical.
2. McCone Electric Co-op., will not supply water heaters for installations other than domestic water heating, water heaters are not to be used as boilers for heating systems. Services with long periods of non-usage during the year are not entitled to water heaters under this program.
3. It is the member's responsibility to install and maintain the controlled water heater.
4. The member agrees to leave the water heater under load management.
5. The member shall notify McCone Electric Co-op., Inc. of any malfunction of the load management control equipment.
6. The member hereby grants to McCone Electric Co-op., Inc., its agents and employees, the right to enter into and upon the member's premises for the purpose of inspecting the system, at a reasonable time, when the member is present.
7. McCone Electric Co-op., Inc. shall not be liable to member for any damage or loss, which may be alleged to result from any malfunction of the system, or from power or energy interruptions. The water heater shall remain the sole and separate property of the member. The load management control equipment shall remain the sole and separate property of McCone Electric Co-op., Inc. Should either party cancel the agreement the load control device shall be returned to McCone Electric Co-op., Inc. Should the load control device not be returned the member will be billed **\$100.00**.
8. Warranty on the water heater is between the water heater manufacturer and the member.
9. Member shall not tamper with, alter, or modify the load management control device and equipment so as to circumvent its operation.
10. I/We have read and fully understand the forgoing.

MEMBER

McCONE ELECTRIC CO-OP., INC.

Water Heater Serial # _____

By: _____
Title: _____

Amount Billed: _____ Date __/__/2018

Electric replacement _____ Gas replacement _____ New installation _____

Date Amended: January 24, 2018