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Dual Fuel Heating Agreement

THIS AGREEMENT, which pertains to the Consumer's facility located at

(Address)

made and executed in duplicate this _____ day of _____, 20____, by and between the City of Madison, State of South Dakota, party of the first part, hereinafter designated as "City", and _____, party of the second part, hereinafter designated as "Consumer".

WITNESSETH:

WHEREAS, it is to the joint interest and benefit of both parties to more efficiently use electric energy delivered by the City to the Consumer by reducing the demand for energy during peak periods of the electric power usage and increasing the use of off-peak electrical energy and,

WHEREAS, the City has established and implemented an interruptible power policy whereby off peak heating is available to Consumers who install an approved 220 Volt - 10KW (minimum) electric heating system which can be controlled by the City during peak periods, and which policy makes available to the Consumer who participates an "Off Peak Usage Rate" which allocates to the Consumer a share of the demand related costs saved by the City. These rates will only be applied to the account from October 15 to April 15. Usage that is recorded on the dual fuel meter from April 16 to October 14 does not qualify for the "Off Peak Usage Rate".

NOW THEREFORE, in consideration of the mutual and reciprocal benefit to the parties hereto and in consideration of the City making available to the Consumer the "Off Peak Usage Rate" the parties hereby covenant and agree as follows:

1. The City has explained and the Consumer hereby acknowledges an understanding that the Dual Fuel Heating Program involves the technical ability and intention of the City to control and interrupt the flow of electrical energy delivered by the City to the Consumer's electric heating system for the purpose of reducing the City electrical load during peak periods or at such other times as felt desirable by the City.
2. Consumer further fully understands that such interruption of electrical energy to the consumer's heating system may occur at any time and for an indeterminate period. Further that such interruption of the service will occur without any advance notice or warning from the City to the Consumer.
3. That in order to control and interrupt such service, the City shall furnish at no charge to the Consumer the necessary load management control receiver and the electric meter & socket. All other wiring & equipment and related installation work required and appropriate to the purpose of the plan will be supplied by the Consumer at his expense.
4. That all devices and appurtenances furnished by the City pursuant to this agreement shall be regarded as fixture and the property of the City upon written notice to the Consumer from the City of its intent to do so. It is understood and agreed that the City, at the discretion of the City Commission, may discontinue the dual fuel heating program and terminate this agreement.
5. The Consumer agrees to promptly notify the City if the load control receiver or electric meter fails to function properly. Further the Consumer agrees and it is understood that the Consumer shall not tamper with the receiver, meter, or any other related device. Any breach of this agreement by the Consumer shall be cause for the City immediately terminating this agreement and revoking the off peak usage rate.

