



Check equipment with load control devices:  **Central Air Conditioner**  **Electric Water Heater (≥ 30 gal.)**

Member Name \_\_\_\_\_ CEC Account Number \_\_\_\_\_  
 Service Location \_\_\_\_\_  
 Mailing Address (if different) \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Program Description

Power Shift is a voluntary program available to Members who are served under Citizens Electric Corporation’s (CEC) residential and religious rates and who consume an average of 500 kWhs a month per account during the respective control periods. This program permits CEC to install a CEC-owned load control device on Member’s central air conditioner and/or electric water heater for the purpose of shedding electric load in order to reduce power supply costs and ensure system reliability. CEC’s power supplier may remotely operate the load control device as described in Exhibit A attached hereto, and as may hereafter be amended by CEC from time to time, throughout the term of this Agreement without prior notice. An amber light on the load control device is an indicator to the Member that load control is in effect. Members who participate in either program will receive a monthly credit on their bill. All credits are payable regardless if any load is shed. CEC will notify participants of any changes to the incentive amount or any amendment to Exhibit A.

Terms & Conditions

1. Members who elect to participate in this program agree to be bound by the program’s Conditions of Use and by CEC’s General Terms and Conditions, as they are now in effect and as may hereafter be amended. At its expense, CEC will install or cause to be installed a load control device on Member’s premises. CEC retains ownership of the load control device at all times throughout the term of this Agreement. Eligibility is limited to Members who own the property on which the load control device is installed. Rental accounts are not eligible to participate. CEC reserves the right to refuse installation at a site due to safety concerns, code violations, plumbing and/or electrical conditions, and/or capacity. CEC shall not be responsible for any damage to the load control device, personal property, structure or other property as a result of a defective condition in Member’s premises. Member agrees to permit CEC and/or its agents access to Member’s premises for purposes of inspecting or repairing the load control device at a mutually convenient date and time.
2. Member is responsible for ensuring that the load control device remains installed and energized at all times throughout the term of this Agreement. If the load control device is found to be de-energized, Member shall not receive any credit until the device is re-energized. Member shall not remove the load control device, and all labels affixed to the load control device must remain in place throughout the term of this Agreement. Furthermore, Member shall be responsible for any damage or replacement costs to the load control device beyond normal wear and tear.
3. Only CEC or its authorized agents may remove, maintain or replace the load control device. If maintenance or replacement work needs to be performed on the electrical appliance being controlled by a load control device (i.e. central air conditioner or electric water heater,) Member shall not remove or cause the load control device to be removed without the express approval of CEC. Unauthorized tampering with the CEC-owned device could lead to property damage, severe personal injury or death and may result in fines or penalties of \$90.00 or \$135.00 per device.
4. Member shall notify CEC of any sale or transfer of ownership of the premises as well as inform any prospective purchaser that a CEC-owned load control device is installed on the premises and that the load control device is not allowed to be removed, adjusted or tampered with. Any prospective purchaser will be required to sign a new Power Shift Agreement prior to receiving any credits.
5. The initial term of this Agreement is for a period of two years and shall continue year to year thereafter. Member may terminate this Agreement at any time after the initial two-year term by providing CEC with 30 days’ prior notice. If this Agreement is terminated prior to the expiration of the initial two-year term for any reason, Member agrees to allow CEC or its agents access to the premises to remove the load control device at Member’s expense. At such time as this Agreement is terminated, CEC shall have 30 days to remove the load control device from Member’s premises. If Member terminates this Agreement for any reason, Member is prohibited from participating in this program for a two-year period.

**Member agrees to the maximum extent allowed by law to hold CEC harmless from liability for damage or destruction of personal property or injury to individuals arising from the operation of the load control switch and resulting load shedding pursuant to this Agreement.**

**This agreement shall be binding upon and inure for the benefit of each party as well as their heirs, executors, administrators, successors or assigns.**

Member’s Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized CEC Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT A**

### **Central Air Conditioner**

50% shed time for each hour of the event

Control Period: May through September

Limited to maximum of 10 events per year

Limited to 5 hours max for each event (3-4 hours typical)

Monday through Friday

No weekends or NERC holidays

Emergency control by Wabash Valley Power Association, Inc. can override above parameters

### **Electric Water Heater**

100% shed time for each hour of the event

Control Period: All months of the year

Limited to maximum of 10 events per year

Limited to 5 hours max for each event (3-4 hrs typical)

Monday through Friday

No weekends or NERC holidays

Emergency control by Wabash Valley Power Association, Inc. can override above parameters