



# Dual Fuel Heating Agreement

## CLIENT INFORMATION

Date :

Name:  Phone Number:

Service Address:

## CLIENT'S CONSENT

It is in the mutual interest of both parties to utilize electric energy supplied by the City more efficiently. This can be achieved by reducing energy demand during peak usage periods and promoting increased consumption of off-peak electrical energy. The City has an interruptible power policy, allowing off-peak heating for consumers who install an approved 240 Volt - 5KW (minimum) electric heating system. This system can be controlled by the City during peak periods, enabling participating consumers to access an "Off-Peak Usage Rate." This rate allocates a share of the demand-related cost savings from the City to the Consumer.

Note that Off-Peak Rates only apply from **October 26 to April 25**; any usage recorded on the electric heat meter from April 26 to October 25 does not qualify for the "Off-Peak Usage Rate."

### Agreement Terms

In consideration of the mutual benefits provided by the City through the "Off-Peak Usage Rate," the parties hereby agree to the following:

**Consumer Acknowledgment:** The Consumer understands that the Dual Fuel Heating Program allows the City to control and interrupt electrical energy flow to the Consumer's heating system to reduce the electrical load during peak periods or at other times deemed necessary by the City.

**Interruption Understanding:** The Consumer fully understands that interruptions to electrical energy service may occur at any time and for an undefined duration, without prior notice from the City.

**Equipment Provision:** To manage these interruptions, the City will provide and install the necessary load management control receiver and, if needed, electric heat meter at no charge to the Consumer. All additional wiring, equipment, and installation required for the plan will be the Consumer's responsibility.

**Device Ownership:** All devices and accessories provided by the City under this agreement will be considered fixtures and remain the property of the City. The City may discontinue the dual fuel heating program and terminate this agreement at their discretion.

**Notification Requirement:** The Consumer agrees to promptly notify the City if the load control receiver or electric meter malfunctions. Additionally, the Consumer shall not tamper with any equipment. Any alterations or replacements will be subject to City inspection, and breaching this agreement may result in immediate termination and revocation of the off-peak usage rate.

**Alternative Heating System:** The Consumer must maintain a non-electric heating system independently of the electrical heating setup at their own expense. While most Consumers may choose automatic systems like gas or oil, the selection is entirely the Consumer's responsibility. The Consumer acknowledges that they will bear any economic loss or damages resulting from the failure of such a heating system during any power interruptions.

**Liability Waiver:** The City shall not be held liable for any economic losses, injuries, or damages to persons or property resulting from the termination of electrical energy and power to the Consumer's heating system as described.

**Payment Obligation:** The Consumer agrees to pay the City for all energy consumed by the electric heating system during off-peak periods at the rate specified in the City's Resolutions. This rate may change as necessary but will reflect an allocation for a share of the cost savings resulting from the interruptible power policy. In the event that an off-peak rate is applied, in error, outside the designated off-peak time frame, such rate will be adjusted to the applicable standard (regular) rate. Public Works reserves the right to assess and apply such adjustments at any time, without regard to the time at which the original charge was incurred, provided such charge occurred outside the authorized off-peak period.

By signing below, I confirm that I have read, comprehended, and agree to the conditions and procedures outlined above.

Customer's Printed Name:

Customer's Signature: