

Submit completed and signed form: Email: Info@MedinaEC.org Mail: Medina EC Attn: Member Services PO Box 370 Hondo, TX 78861

Load Management Agreement

Account Number:

Member Name:

("Member") applies for participation in the Medina Electric Cooperative, Inc. ("MEC") Load Management Program.

Participation in this program shall remain in effect for the 12-month calendar year (January 1st through December 31st) following execution of this Load Management Agreement. If execution of this Load Management Agreement occurs between January 1st and April 20th of the year of initial participation, the agreement will remain in effect until December 31 of the year of initial participation. The Agreement will remain in effect from year to year thereafter or until terminated **in writing** by either party.

Member will allow MEC control of its irrigation load during peak demand periods in return for a reduced demand and energy rate as defined in the Retail Tariff Rate I – Irrigation Service. Reduction in Member's demand and energy rates will become effective on the next billing cycle following the date MEC approves the signed Load Management Agreement. Participation by Member is subject to the provisions of the schedule for Rate I – Irrigation Service of the MEC Retail Tariff. The Load Management Program is not available in all areas of the Cooperative, so not all applicants may qualify for the program.

MEC personnel or their designated representatives must install all load control devices and perform any testing necessary from time to time to ensure proper operation of the load controller and motor controls. Any tampering, disconnection, unauthorized installations, or unauthorized alteration to a load control device will be treated as tampering with service equipment under MEC Retail Tariff Section 5 – Customer Relations. Upon discovery of tampering, the Member's account will be immediately disconnected and full payment of the difference between the load management irrigation rate and the standard rate, disconnect, and reconnect fees must be made at a Cooperative office before service is restored to that account. Also, if tampering is discovered, all irrigation accounts of the Member shall be removed from the Load Management Program for the remainder of that year and shall not be allowed to participate the following calendar year.

It is the Member's responsibility for all of their ancillary irrigation systems, such as pivots, to shut off automatically when load management is implemented. No load on the irrigation meter is allowed to run through the event. MEC assumes no liability for any damages arising from use of the load control devices, except for those due to negligent installation and in no event for consequential damages, as provided in MEC's Retail Tariff.

Members terminating participation in the Load Management Program or if this contract is breached by Member, Member agrees to repay, at the time of termination, all incentives received in the form of reduced rates during the previous 12 months in which termination or breach of contract occurs.

To permit timely installation of load control equipment, Member must sign and deliver this Agreement to MEC by April 20th.

Pick one or both options to be notified of pending load management events.

Text Message: Please list phone number(s) -

Check here to receive a text notification for weekly load control forecasts during load

management season.

 Automated Call: Please list phone number(s) - ______

 Printed Name: _______

 Signature: ______

 Date: ______
 Phone: _______

 Mailing Address: _______
 City: _______
 State: ______

Office Use Only:

Approved By: _____ Date:_____

Map No.: _____ Sub/Fdr:_____

Add customer info via form at MedinaEC.org/LM. Communications staff will update call / email lists.