



People's Energy Cooperative

Your Touchstone Energy® Cooperative 

Member Info: ___ Owner ___ Renter

Name: _____

Account Number: _____

Phone Number: _____

Address: _____

Email: _____

Off-Peak Agreement

This Agreement made and executed this _____ day of _____, 20____, by and between People's Energy Cooperative headquartered in Oronoco, Minnesota (hereinafter referred to as the "Cooperative") and _____ (hereinafter referred to as the "Member").

In the joint interest and benefit of the named parties, to conserve the use of electrical energy during on-peak times, and to minimize the cost of electrical energy sold and delivered by the Cooperative to the Member, this Off-Peak application is for controlling off-peak electric space heating. **Off-Peak's application involves utility approved electric heating equipment at least 8KW and/or electric storage water heating at least 100 gallons in capacity. Heating will be controlled (not available) by the Cooperative up to 14 hours a day, slightly varying in the winter between 5:30 a.m. to 10:30 p.m. Monday – Friday, with a two hour recharge in the middle of those days, and slightly varying in the summer between 11:30 a.m. to 8:30 p.m. Monday – Friday. Heating will typically be available all other hours, including all weekend long and on Cooperative holidays. Control times will be posted on the Cooperative's webpage.** The Cooperative has made "Rate Schedule E" available for off-peak electric space heating for qualifying members. *Services with interconnected distributed generation do not qualify.*

The named parties agree to the following:

1. The Member's electric space heating must be a minimum of 8 KW and/or electric storage water heating must be a minimum of 100 gallons, thereby qualifying for the special Off-Peak Heating Rate. Level-two, hard-wired electric vehicle (EV) chargers are allowed to be added as additional equipment, but also needs to complete and sign the EV Off-Peak Agreement.
2. Member must wire its premises to allow for the outside control and metering of energy under "Rate Schedule E".
3. Member will provide all disconnect devices and wiring in accordance with the Cooperative's specifications and subject to the Cooperative's approval. The wiring must meet all National Electrical codes and an electrical certificate is required.
4. Member must submit pictures of their clearly labeled electrical panel and any equipment connected to the off-peak panel prior to receiving the off-peak rate.
5. The Cooperative will furnish the radio receiver control device which shall remain the property of the Cooperative. The Cooperative reserves the right to interrupt Member's load by remote control radio receiver.
6. The Cooperative shall have authority to interrupt service taken under "Rate Schedule E" at times indicated in the schedule, recognizing the Cooperative may change the available service times from time to time as their load characteristics may require.
7. The Cooperative shall be contacted if problems with the load controller are suspected. Problems occurring with controlled loads shall be analyzed and corrected by an electrician. The Cooperative will reimburse the homeowner for costs only if the problem was with the control device supplied by Cooperative.
8. Member shall not utilize electric energy for similar loads in an uncontrolled manner and agrees to allow the Cooperative to periodically inspect their home to monitor electric usage. Member further agrees if the Cooperative determines energy usage has not been consistent with this agreement, all control devices will be removed and Member must wire the premises to allow for all electrical usage to be metered through

one meter and all energy will be billed per the applicable electric rate schedule as set by the Cooperative. In the instance all electrical usage is not re-wired through one meter by the member, then the member will be considered to be non-compliant with this agreement and the meter will be moved to the applicable rate schedule as set by the Cooperative.

- 9. The Cooperative shall not be liable for any economic loss or personal discomfort due to either the satisfactory operation or a malfunction of the control device or to periods of power interruption, without regard to their duration. No override or bypass devices are allowed.
- 10. The Cooperative reserves the right to modify the terms and conditions of "Rate Schedule E".
- 11. This Agreement shall be in effect as of the date indicated, for the period in which the current Member is occupying this location. The Member and/or Cooperative shall have the right to terminate this agreement at any time. When service under "Rate Schedule E" is terminated, the Member shall modify the electrical wiring to allow all electric usage to be metered through one meter or be transferred to the appropriate rate schedule. If terminated, Member shall not be eligible to apply for "Rate Schedule E" for a period of 12 months.
- 12. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties.

MEMBER: _____ Date: _____

BY: _____ Date: _____
PEOPLE'S ENERGY COOPERATIVE

CONSENT OF PROPERTY OWNER

I hereby CONSENT to the above Agreement.

_____ Date: _____
(Owner, if different from Member)

OFF-PEAK INFORMATION

The following must be completed prior to connection the Off-Peak system.

METERING TYPE: Parallel Sub-Meter

CONNECTED WATTAGE: Electric Heat _____ watts _____ kW

CONTROLLED ELECTRIC HEAT TYPE

- _____ Baseboard (_____ kW)
- _____ Ceiling Cable (_____ kW)
- _____ Cove (_____ kW)
- _____ Floor Heat (_____ kW)
- _____ Electric Boiler (_____ kW)

OTHER TYPE OF HEAT SOURCE (if applicable)

- _____ Natural Gas
- _____ LP
- _____ Fireplace with automatic thermostat
- _____ Oil
- _____ Other _____

OTHER EQUIPMENT CONTROLLED

_____ Water Heater (_____ kW _____ Gallons)

Electrical Contractor Name: _____ **Phone:** _____

For Office Use Only:

Existing transformer size: _____ kVA Transformer upgrade required? _____ Reviewed by: _____
 Size Required: _____ kVA
 Sec. wire owner: _____ Sec. wire upgrade required? _____ Size Required? _____ *Rev. April 2022*