



People's Energy Cooperative

Your Touchstone Energy® Cooperative 

Member Info: ____ Owner ____ Renter
Name: _____
Account Number: _____
Phone Number: _____
Address: _____

Email: _____

Off-Peak Electric Water Heating Agreement

This Agreement is made and entered into 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 both parties, to promote energy conservation during on-peak usage periods, and to minimize the cost of electricity sold and delivered by the Cooperative to the Member, this Agreement outlines the terms for participation in the Cooperative's Off-Peak Electric Water Heating program.

The Cooperative will control the availability of electric water heating service for up to 14 hours a day, seven days a week, with control periods varying seasonally:

- **Non-summer months** (September – May): Control will occur between 5:30 a.m. and 10:30 p.m., with a two-hour recharge period in the middle of the day.
- **Summer months** (Jun – August): Control will occur between 11:30 a.m. and 8:30 p.m.

Up-to-date information on the control status is available on the energy management programs page of the Cooperative's website.

The Cooperative has made "Rate Schedule U" available for off-peak electric water heating for qualifying members.

Services with interconnected distributed generation do not qualify to have a sub-metered off-peak service, and would have to be parallel metered.

The Cooperative and Member mutually agree to the following:

1. Member must have an electric water heater of at least 80 gallons in size.
2. Member must ensure their premises are wired to allow for the outside control and metering of energy under "Rate Schedule U".
3. Member will assume ownership of the existing secondary wire if owned by the Cooperative at the time of entering this agreement. The member or their licensed electrician shall verify that the existing secondary wire is properly sized and upgrade it if necessary.
4. Member is responsible for providing all disconnect devices and wiring in accordance with the Cooperative's specifications. All wiring must meet National Electrical codes, and an electrical certificate is required.
5. Member must submit pictures of their clearly labeled electrical panel and all equipment connected to the off-peak electric water heating panel prior to receiving the off-peak electric water heating rate.
6. The Cooperative will supply the load control device, which remains the property of the Cooperative. The Cooperative reserves the right to interrupt Member's load via the load control device.
7. The Cooperative has the authority to interrupt service taken under "Rate Schedule U". The Cooperative may change the available service times from time-to-time as their load characteristics may require.

8. The Cooperative must be contacted if problems with the load controller are suspected. Problems occurring with controlled loads shall be analyzed and corrected by a licensed electrician. The Cooperative will reimburse the Member for costs only if the issue was with the Cooperative-supplied control device.
9. Member must not utilize electric energy for similar loads in an uncontrolled manner and allows the Cooperative to conduct periodic inspections to monitor electric usage. If non-compliance is found, all control devices will be removed, and the Member must re-wire the premises to allow for all electrical usage to be metered through one single meter and all energy will be billed per the applicable electric rate schedule as set by the Cooperative. If rewiring is not completed, the Member will be considered non-compliant and moved to the applicable rate schedule as set by the Cooperative.
10. The Cooperative is not liable for any economic loss or personal discomfort resulting from the operation or malfunction of the control device or from power interruptions, regardless of duration. Override or bypass devices are strictly prohibited.
11. The Cooperative reserves the right to modify the terms and conditions of "Rate Schedule U".
12. This Agreement remains in effect as of the date indicated, for the period in which the current Member is occupying this location. Either party may terminate this agreement at any time. Upon termination, the Member must rewire the premise to consolidate metering or be transferred to the appropriate rate schedule. If terminated, the Member is not eligible to re-apply for "Rate Schedule U" for a period of 12 months following termination.
13. This Agreement shall be binding upon and shall inure to the benefit of the respective parties, including their successors, legal representatives, and assigns.

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 Water Heater _____ Gallons _____ kW

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

For Office Use Only:

Reviewed by: _____

Existing transformer size: _____ kVA Transformer upgrade required? _____ Size Required: _____ kVA

Sec. wire owner: _____ Sec. wire upgrade required? _____ Size Required? _____ Rev. Nov 2025

This institution is an equal opportunity provider and employer