



A Touchstone Energy® Cooperative 

Revised 10-26-17

## NEC CO-OP ENERGY

# AGREEMENT FOR DISTRIBUTED RENEWABLE GENERATION BUY BACK PROGRAM

Member, more fully identified in Attachment A hereto, hereby agrees to participate in the NEC Co-op Energy Distributed Renewable Generation Buy Back Program and sell Member's surplus power to NEC Co-op Energy subject to the attached TERMS AND CONDITIONS (Attachment B) and Exhibit "1" hereto. NEC Co-op Energy's Distributed Renewable Generation Buy Back Program, Attachment A, Attachment B, and Exhibit "1" shall collectively, along with any subsequent updates thereto or replacements thereof, be referred to as the "Program Documents". NEC Co-op Energy and Member each may be referred to as a Party or collectively as the Parties.

### Residential Member

\_\_\_\_\_  
Printed Member Name

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

### Business Member

\_\_\_\_\_  
Printed Name of Signer Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Type of Business Entity

\_\_\_\_\_  
Where the Business Entity was organized

\_\_\_\_\_  
Date



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# ATTACHMENT A

## NEC CO-OP ENERGY AGREEMENT FOR DISTRIBUTED RENEWABLE GENERATION BUY BACK PROGRAM

### MEMBER INFORMATION SUBMISSION FORM

#### Member Information

First Name	Last Name
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#### Property address

Number and Street	Email Address
City, State, Zip Code	Phone Number

ESI ID Number for Member's Property
Member's NEC Co-op Energy Account Number

Type of generator(s):
Size of generator(s):

<b>Residential Only</b> <i>Last 4 digits</i> of Social Security Number*
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<b>Business Only</b> Tax ID Number *
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\*required for federal income tax reporting purposes

**Member will be required to submit a completed W-9 before participation in program.**

**Member will need to make a written request for a 1099 at the end of the calendar year.**



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## **ATTACHMENT B**

### **NEC CO-OP ENERGY AGREEMENT FOR DISTRIBUTED RENEWABLE GENERATION BUY BACK PROGRAM**


### **TERMS AND CONDITIONS**

Member certifies the following:

- Member has installed, for Member's own purposes at the property as described in Attachment A hereto ("Member's Property"), electric generation equipment powered by renewable energy technology (as defined by §39.904(d) of the Texas Public Utility Regulatory Act) on its side of the electric billing meter serving its Premise/Property, which has a maximum generation capacity equal to 25 kilowatts or less.
- NEC Co-op Energy is the Co-op Energy electric provider ("REP") that currently sells electric power to Member for use at Member's Property. Member's Electric Service Identification Number ("ESI ID"), as assigned by Member's local transmission and distribution utility (the "TDU") for electric service to the Member's Property, is provided in Attachment A hereto;
- The TDU has authorized Member to connect such equipment in parallel with the TDU's electric distribution system;
- Member's Property, per the Public Utility Commission of Texas and Electric Reliability Council of Texas ("ERCOT") rules, is not required to be metered with an interval demand recorder and Member has not chosen to be metered using an interval demand recorder (for purposes of the Program, an "advanced meter," as defined by §25.130(c)(1) of the Public Utility Commission of Texas Substantive Rules Applicable to Electric Service Providers, is not considered an interval demand recorder even if it measures and transmits interval data); and
- Member expects to generate electric power in excess of its needs at certain times during the monthly billing cycle assigned to the Member's Property by the TDU and to deliver such excess power to the TDU's electric distribution system ("Out-flow") and desires to sell the Out-flow to NEC Co-op Energy.

Initials for acceptance of this page by member: \_\_\_\_\_



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**ATTACHMENT B (continued)**

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Member agrees as follows:

1. Member will sell to NEC Co-op Energy all monthly Out-flow generated from Member's equipment located at Member's Property (which sale will include all rights to all renewable energy credits related thereto).
2. NEC Co-op Energy may choose either to provide a credit on Member's monthly electric bill or make payment, on at least a quarterly basis, to Member for the purchase of the monthly out-flow (the "Payment"); provided, however, NEC Co-op Energy shall have the right to defer making any such Payment(s) during any times when Member is past due in payment of its electric bill(s) under its account with NEC Co-op Energy covering the Member's Property. Calculation of any monthly or quarterly Payment shall coincide with the monthly billing cycle assigned to the Member's Property by the TDU. In accordance with ERCOT protocols and market guides, the TDU will transmit the quantity of the Out-flow during the monthly billing cycle, measured in kilowatt-hours (kWhs), to NEC Co-op Energy at the same time the TDU transmits Member's consumption quantity to NEC Co-op Energy. NEC Co-op Energy shall credit/pay Member for Member's monthly Out-flow as provided in Exhibit "1" attached hereto and made a part hereof for all purposes. NEC Co-op Energy reserves the right to revise and institute new pricing, at any time and from time to time, upon providing Member with at least thirty (30) days' prior written notice. If at any time the dollar amount of a check from NEC Co-op Energy to the Member for purchased power from the Member is less than five dollars (\$5), NEC Co-op Energy will not issue a check to the Member. NEC Co-op Energy will wait for the next quarter or quarters thereafter until the cumulative amount of the check is greater than five dollars (\$5).
3. Member's participation in the Program is conditioned upon and shall become effective at the beginning of Member's next monthly billing cycle following ten (10) business days after the occurrence of all four (4) of the following items:
  - (I) **Confirmation that the ERCOT load profile assigned to the ESI ID has been prescribed a renewable generation segment;**
  - (II) **Confirmation that an interconnection agreement for the interconnection of Member's generation equipment with the TDU's interconnection equipment at the Member's Property ("Interconnection Agreement") has been fully executed;**
  - (III) **Confirmation that the required metering, as specified in paragraph 5 of these Terms and Conditions, has been installed; and**
  - (IV) **Receipt by NEC Co-op Energy from Member of a set of fully completed and signed Program Documents without changes thereto, to participate in the Program.**

Member's participation in the Program thereafter shall continue in effect until terminated by either Party. Termination shall occur upon the earlier of (i) the beginning of the next monthly billing cycle for Member following thirty (30) days after prior written notice of termination is given by one Party to the other Party, (ii) Member's switching to another REP serving the Member's Property, (iii) at the option of NEC Co-op Energy, the disconnection or discontinuation of electric service to Member's Property, (iv) the termination of the Interconnection Agreement, (v) Member's sale of Member's Property to a third party, or (vi) ERCOT's change of the load profile segment assigned to the ESI ID to something other than a renewable generation segment. NEC Co-op Energy's notification of termination, as well as all other notices under the Program, shall be sent to Member at the current listed billing address on Member's billing account. All Member notifications to NEC Co-op Energy shall be sent to:

Manager  
NEC Co-op Energy  
14353 Cooperative Avenue



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Corpus Christi, TX 78380

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Initials for acceptance of this page by member: \_\_\_\_\_

**ATTACHMENT B (continued)**

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4. Upon termination of Member's participation in the Program, any outstanding amounts due to Member may be (i) utilized by NEC Co-op Energy to offset outstanding electric bill amounts and/or (ii) remitted to Member no later than 30 days after NEC Co-op Energy receives notification of the consumption quantities and any related invoices for non-bypassable charges from the TDU.
5. If not already installed, Member shall ensure that the TDU provides and installs metering, at the point of common coupling between Member and the TDU, which uses one or two meters that separately measure (i) Member's electricity consumption from the TDU's distribution network and (ii) the Out-flow that is delivered from Member's side of the meter to the distribution network, and which separately reports each metered value to the TDU. Member shall be responsible for any and all TDU charges associated with the installation of such meter.
6. Member shall be responsible for the installation, connection, operation, maintenance, repair, as well as the disconnection and/or replacement, of its generating equipment in a safe and satisfactory manner and strictly in accordance with the Interconnection Agreement. Acceptance of Member's participation in the Program by NEC Co-op Energy does not imply that NEC Co-op Energy accepts or approves of Member's equipment and shall not constitute a review, acceptance or approval of the equipment for any purpose, including but not limited to, safety, performance, compatibility with other equipment, etc.
7. Member shall indemnify, defend and hold harmless NEC Co-op Energy, its officers, directors, employees and agents from and against any and all claims, suits, liabilities, damages, costs and expenses for injuries or damages to persons or property caused by the installation, connection, operation, maintenance and repair, as well as the disconnection and/or replacement, by Member (or Member's agent or contractor) of Member's equipment, lines and other facilities.
8. The program and Member's participation therein shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles. Member and NEC Co-op Energy agree the program and member's participation therein is performable in the **County of Nueces** and State of Texas and that all actions arising under or in respect with the program and member's participation therein or any other document executed in connection therewith **shall be litigated in a court of competent jurisdiction in the County Of Nueces and State of Texas.**
9. If any part of the Program Documents shall be held to be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of the Program Documents.
10. Member's participation in the Program shall be binding upon the personal representatives, heirs, successors and assigns of Member. Member shall not assign its participation in the Program without the prior written consent of NEC Co-op Energy.

Initials for acceptance of this page by member: \_\_\_\_\_



**ATTACHMENT B (continued)**

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11. Member agrees that any documents related to its participation in the Program may be executed by facsimile transfer of an originally signed document, each of which will be as binding on the Member as an original document. Member understands and agrees that such facsimiles shall be deemed to constitute the original of such documents, and that any objections that such facsimiles do not constitute the “best evidence” of the documents, or that such facsimiles do not comply with the “Statute of Frauds,” as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the parties.
12. It is the intention of the Parties that the Program Documents shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the Out-flow, and supersedes, for the term of Member’s participation in the Program, all prior such agreements or documents related to NEC Co-op Energy’s purchase of Member’s excess electric power between the Parties hereto, whether written or oral, as to the Member’s Property. Both Parties have agreed to the wording of the Program Documents and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Program Documents. The Program Documents may only be modified or amended by NEC Co-op Energy in writing, with written notice to Member of any such modifications or amendments.
13. Member’s participation in the Program shall not create, or be construed as creating, any express or implied benefits or rights in any person or entity other than the Parties.
14. A waiver by NEC Co-op Energy of any breach by Member of the terms of the Program, or the failure of NEC Co-op Energy to enforce any of the terms and provisions of the Program, will not in any way affect, limit or waive NEC Co-op Energy’s right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Program.
15. Member also agrees to follow NEC Co-op Energy ’s: a.) complete terms and conditions of service, b.) By-Laws, and c.) Articles Of Incorporation the same as all other members when it comes to the purpose of purchasing power from NEC Co-op Energy as well as being a, “member / owner,” of NEC Co-op Energy .
16. Member further agrees to act in the best interest of all members of NEC Co-op Energy.
17. **This is a confidential agreement between the Member and NEC Co-op Energy and is not to be shared with any other party unless agreed to in writing by NEC Co-op Energy.**

Initials for acceptance of this page by member: \_\_\_\_\_



## EXHIBIT “1”

**NEC CO-OP ENERGY  
AGREEMENT  
FOR  
DISTRIBUTED RENEWABLE GENERATION BUY BACK PROGRAM**

### **PAYMENT PRICE FOR MEMBER’S OUT-FLOW**

- For Out-flow associated with an ESI ID that has been assigned an ERCOT load profile as wind or solar, the base price will be \$ 0.0275 / kWh. If NEC Co-op Energy is able, it will pay more for the member’s outflow.

Member Name: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_