

# CONTRACT FOR PARTICIPATION IN THE NATIONAL RENEWABLE ENERGY CREDIT PROGRAM



Contract Effective Date: (mm/dd/yy)

---

(Customer Name, "Customer")

By signing below, Customer agrees to enroll in Consumers Energy Company's ("Company") National Renewable Energy Credit (REC) Program on the following terms and conditions:

## **Description:**

The National REC Program provides eligible Full Service\* customers of the Company with the opportunity to subscribe to the environmental attributes of renewable energy. Through the program customers will utilize renewable energy credits to match up to 100% of their total annual energy use. The source of the RECs will be from existing out-of-state wind and solar renewable energy resources, with the specific RECs chosen at the Company's discretion.

## **Eligibility:**

Participation is limited to the Company's Full-Service, Non-Residential customers with annual aggregated Maximum Demand of at least 1,000 kW. Customers will not be eligible for this program if it has received a shutoff notice within nine months preceding its application.

## **REC Procurement:**

The Company shall procure RECs on behalf of the Customer, which may be on a monthly, quarterly or annual basis at the Company's discretion.

## **Subscription Payments and RECs:**

Customer will pay the full cost of RECs procured on their behalf on a per kilowatt-hour (kWh) basis on their Consumers Energy bill. Initial subscription fees will be based on a REC value for the most current year published quarterly in the Midwest Market Notes by Clear Energy Brokerage and Consulting, LLC, or a successor publication at the time of program launch, plus a \$0.002 per kWh administrative fee to support program administration and REC procurement. Subscription fees shall be adjusted on an annual basis. Should REC prices, referenced above, increase 25% or more above current program subscription costs for the REC component of the charge during the year, then the subscription fee will be adjusted quarterly. An annual reconciliation will be completed by March 31 for each proceeding program year, and customers will be charged or credited any underage or overage in actual REC procurement costs. Participating customers have the option of an annual subscription to procure a full year of RECs by the first quarter of the following year of participation and pay the actual cost of subscribed RECs and the same \$0.002 per kWh administrative fee to support program administration and REC procurement. The Company shall retire the RECs on the Customer's behalf, or the Company will transfer RECs to the Customer based on the selection below should that option be available.

## **Term:**

This Contract signifies an initial term of three years with subsequent re-enrollment terms of at least three years each if the Company continues this program. Reenrollment occurs in June through September every three years after the initial term ends.

## **Early Termination of Contract:**

If Customer chooses to terminate this contract early, Customer will pay an early termination fee in the amount of both (1) the subscribed RECs to which the Company is contracted for the Customer and for (2) RECs procured on the Customer's behalf, unless the terminating Customer's subscription level is adopted

\* Any capitalized terms not otherwise defined in this application have the meanings given to them in Consumers Energy's Electric Rate Book, as it may be amended from time to time.

by another eligible customer. Customer may select varying annual percentages of participation, including 0%, should REC procurement only be needed in certain periods.

**Limitation of Liability:**

The Company's maximum liability to Customer arising from Customer's enrollment and participation in the National REC Program will be limited to the refund of any payments the Customer pays to the Company under this contract.

\* Any capitalized terms not otherwise defined in this application have the meanings given to them in Consumers Energy's Electric Rate Book, as it may be amended from time to time.

**Subscription Information:**

Customer Facility Name: \_\_\_\_\_

Contract Account Number: \_\_\_\_\_

Annual Maximum Demand (MW): \_\_\_\_\_

Annual Projected Subscribed Usage (MWh): \_\_\_\_\_year 1 \_\_\_\_\_year 2 \_\_\_\_\_year 3

*The Annual Projected Subscribed Usage (MWh) amount is requested for Consumers Energy Company's planning purposes only.*

Subscription Level: \_\_\_\_\_% year 1 \_\_\_\_\_% year 2 \_\_\_\_\_%year 3

*The subscription level is expressed as a percentage of energy use. Customers may subscribe to the National REC program matching up to 100% of annual actual usage.*

-----  
**Use this section if subscribing more than one facility.**

**Second Customer Facility Name:** \_\_\_\_\_

Contract Account Number: \_\_\_\_\_

Annual Maximum Demand (MW): \_\_\_\_\_

Annual Projected Subscribed Usage (MWh)\_\_\_\_\_year 1 \_\_\_\_\_year 2 \_\_\_\_\_year 3

Subscription Level: \_\_\_\_\_% year 1 \_\_\_\_\_% year 2 \_\_\_\_\_%year 3

**Third Customer Facility Name:** \_\_\_\_\_

Contract Account Number: \_\_\_\_\_

Annual Maximum Demand (MW): \_\_\_\_\_

Annual Projected Subscribed Usage (MWh): \_\_\_\_\_year 1 \_\_\_\_\_year 2 \_\_\_\_\_year 3

Subscription Level: \_\_\_\_\_% year 1 \_\_\_\_\_% year 2 \_\_\_\_\_%year 3

**(Attach additional pages if needed)**

\* Any capitalized terms not otherwise defined in this application have the meanings given to them in Consumers Energy's Electric Rate Book, as it may be amended from time to time.

**Contact Information:**

Customer Energy Contact: \_\_\_\_\_

Title: \_\_\_\_\_ Phone No: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

Customer Accounting Contact: \_\_\_\_\_

Title: \_\_\_\_\_ Phone No: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

**REC Fuel and Age (optional):**

REC Fuel Type: Solar \_\_\_\_\_ Wind \_\_\_\_\_

REC Vintage (Year/s Generated): \_\_\_\_\_

**Subscription Option:**

Participation Option: Annual \_\_\_\_\_ Monthly \_\_\_\_\_

**Renewable Energy Credit (REC) Treatment:**

*(Please select a REC Treatment option)*

Retire REC

*Consumers Energy will track and retire the RECs via a REC tracking system or through attestation associated with the customer's subscription.*

Transfer REC

*Consumers Energy will transfer the RECs via a REC tracking system or through attestation associated with the customer's subscription to the customer (if available, otherwise Consumers Energy will retire the RECs).*

The program is available to customers beginning January 1, 2021. Customer's subscription will begin following the month of enrollment subject to REC availability. Customer may select a prior year to match energy usage with National RECs procured after January 1, 2021.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**Please submit completed and signed contract to: [GreenPower@CMSEnergy.com](mailto:GreenPower@CMSEnergy.com)**

Accepted and agreed: CONSUMERS ENERGY COMPANY

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

Title: \_\_\_\_\_

\* Any capitalized terms not otherwise defined in this application have the meanings given to them in Consumers Energy's Electric Rate Book, as it may be amended from time to time.