REPUBLIKA E SHQIPËRISË

ENERGY REGULATORY AUTHORITY
BOARD

DECISION
No. 269, dated 11.09.2026

ON

THE INITIATION OF THE PROCEDURE FOR THE APPROVAL OF THE "STANDARD AGREEMENT FOR MEMBERSHIP IN A RENEWABLE ENERGY COMMUNITY"

Pursuant to Article 16 of Law No. 59/2026 "On the Electricity Sector"; Article 21(6) of Law No. 24/2023 "On the Promotion of the Use of Energy from Renewable Sources"; Instruction No. 4 of the Minister of Infrastructure and Energy, dated 29 June 2026, "On Renewable Energy Communities"; and Article 15 of the "Regulation on ERE Organisation, Operation and Procedures", approved by ERE Board Decision No. 96, dated 17 June 2016, the ERE Board, at its meeting of 11 September 2026, having reviewed the report registered under Protocol No. 2559/1, dated 9 September 2026, prepared by the Working Group established by Order No. 138 of the ERE Chairman, dated 18 August 2026, entitled "On the Initiation of the Procedure for the Approval of the "Standard Agreement for Membership in a Renewable Energy Community",

found that:

- Pursuant to Law No. 24/2023 "On the Promotion of the Use of Energy from Renewable Sources" and Instruction No. 4 of the Minister of Infrastructure and Energy, dated 29 June 2026, "On Renewable Energy Communities", published in Official Gazette No. 161, dated 28 July 2026, ERE is competent to approve the act governing the procedures for membership in a renewable energy community.
- The draft Standard Agreement for Membership in a Renewable Energy Community aims to establish the conditions for membership in a renewable energy community (REC), as well as the rights and obligations of the REC and its members concerning the generation, consumption, storage, sharing and, where applicable, sale of electricity from renewable sources.
- The draft act guarantees the rights of the member as a final customer of electricity, including the right to information on electricity generation, sharing and costs, the right to submit complaints and to withdraw from the REC, and the right to choose a supplier where that right is recognised by the legislation in force. These rights are accompanied by obligations on the REC to ensure fair, transparent and non-discriminatory treatment and the accurate management of members' data.
- The draft act regulates matters that directly affect the relationship between the member and the REC, including responsibility for balancing and imbalances, electricity metering and energy sharing, and financial obligations.
- The draft Standard Agreement for Membership in a Renewable Energy Community provides mechanisms for the protection of members, including the right to withdraw from the REC upon 30 days' prior notice, a procedure for handling complaints within a period not exceeding 30 days, and the preservation of the right to switch suppliers.
- The act has been drafted taking into account the requirements of Law No. 24/2023 "On the Promotion of the Use of Energy from Renewable Sources" and Instruction No. 4, dated 29 June 2026, "On Renewable Energy Communities", with the aim of aligning ERE's procedures with the new legal and regulatory framework.

- Following the initiation of the procedure, the draft Standard Agreement for Membership in a Renewable Energy Community shall be subject to public consultation with stakeholders in accordance with the provisions of the Regulation on the Procedures for Notification and Public Consultation of Acts Approved by the Energy Regulatory Authority, approved by ERE Board Decision No. 162, dated 20 October 2020.

For all the above reasons, the ERE Board

DECIDED:

1. To initiate the procedure for the approval of the "Standard Agreement for Membership in a Renewable Energy Community", as set out in the text attached to this Decision.
2. The draft Standard Agreement shall be subject to consultation and review in accordance with the requirements of the legislation in force and the procedures established by ERE for the approval of regulatory acts.
3. The Working Group established by Order No. 138 of the ERE Chairman, dated 18 August 2026, shall manage and review the comments and proposals submitted during the public consultation process, hold hearings with stakeholders where necessary and, upon completion of the consultation process, prepare the final version of the draft Standard Agreement for submission to the ERE Board for review and approval.
4. The Working Group shall notify stakeholders of this ERE Board Decision in accordance with the rules on notification and public consultation.

This Decision shall enter into force immediately.

Any party involved in this procedure may request ERE to review the Board Decision within 7 (seven) calendar days of the date on which it became aware of the Decision, if it has obtained new evidence that may lead the Board to adopt a decision different from its previous decision, or on the grounds of material errors identified. An appeal against this Decision may be lodged with the Administrative Court of Tirana within 45 (forty-five) calendar days of the date of its publication in the Official Gazette. The filing of an appeal shall not suspend the validity of the Decision unless the court decides otherwise in accordance with the legislation in force.

This Decision shall be published in the Official Gazette.

ERE CHAIRMAN
Petrit AHMETI

Approved by ERE Board Decision No. 269, dated 11.09.2026

DRAFT STANDARD AGREEMENT
FOR MEMBERSHIP IN A RENEWABLE ENERGY COMMUNITY

This Agreement is concluded between:

the Renewable Energy Community _____, registered with the Energy Regulatory Authority (ERE) under registration No. _____, NUIS _____, with its registered office at _____, represented by _____, hereinafter referred to as the "REC";

and

Mr/Ms/Entity _____, with NID/NUIS _____, address _____, metering point No. _____, hereinafter referred to as the "Member".

The REC and the Member are hereinafter collectively referred to as the "Parties".

Article 1
Subject matter of the Agreement

1. This Agreement establishes the conditions for the Member's membership in the REC, as well as the rights and obligations of the Parties concerning participation in the community's activities, which include the generation, consumption, storage, sharing and, where applicable, sale of electricity from renewable sources.
2. This Agreement shall be implemented in accordance with the Albanian legislation in force, ERE's regulatory acts, the Network Codes and the electricity market rules.
3. Membership in the REC shall not replace the electricity supply contract, the network connection agreement or other relationships required under the legislation.

Article 2
Principles of membership

1. Membership in the REC shall be open and voluntary, in accordance with the criteria established by the legislation in force and the REC's statute.
2. The Member shall retain the rights and obligations applicable to it as a final customer of electricity, notwithstanding membership in the REC.
3. The REC shall apply the principles of transparency, non-discrimination, fair treatment and proportionality.

Article 3
Rights and obligations of the Member

1. The Member shall have the right to:
   a) participate in the activities of the REC in accordance with the legislation and the statute;

b) benefit from renewable energy generated and shared within the REC, in accordance with the rules established in the statute;

c) receive clear information on the generation, sharing and management of energy, and on any activity of the REC, through one of the selected means of communication;

ç) receive information on the costs, tariffs and financial obligations associated with participation in the REC;

d) receive information on generation, consumption and shared energy data relating to the Member's metering point;

dh) participate in the decision-making of the REC in accordance with the statute;

e) submit complaints and request information on how they are handled;

ë) withdraw from the REC in accordance with this Agreement and any agreed early withdrawal costs, if applicable;

f) continue to exercise the right to choose a supplier, where that right is recognised by the legislation in force.

2. The Member shall:

a) comply with the legislation in force, the statute and the rules of the REC;

b) ensure the accuracy of the data declared upon joining the REC;

c) pay the contributions and meet the financial obligations established transparently and in accordance with the REC's rules;

ç) comply with the technical and safety rules of the electricity system;

d) refrain from interfering with or tampering with metering equipment;

dh) notify the REC of any changes to the data affecting the Member's participation in the community;

e) authorise, in accordance with the legislation on personal data protection, the processing of the data necessary for the operation of the energy-sharing scheme.

Article 4
Rights and obligations of the REC

The REC shall have the right to:

a) organise the generation, consumption, storage, sharing and sale of renewable energy in accordance with the legislation;

b) organise its relationships with network operators, suppliers, aggregators and other market participants, in accordance with its role;

c) manage the data necessary for the operation of the REC;

ç) collect the contributions and amounts due as established in accordance with this Agreement and the REC's governing documents.

The REC shall:

a) treat Members fairly, transparently and without discrimination;

b) inform Members about the operation of the REC and the associated costs;

c) implement the approved rules for energy sharing;

ç) accurately manage metering data and Members' information;

d) comply with the applicable market, network and balancing rules;

dh) handle Members' complaints impartially and within the time limits specified in Article 11;

e) ensure that the Member does not lose the rights to which it is entitled as a final customer.

Article 5
Application procedure for membership

1. A natural or legal person seeking to become a member of a renewable energy community shall submit an application for membership to the REC by completing and signing the Standard Agreement for Membership in a Renewable Energy Community, in accordance with the approved template.
2. The application for membership shall be submitted to the responsible body of the REC in writing or electronically and shall be accompanied only by the documentation necessary to identify the applicant and verify compliance with the membership conditions established in the REC's governing documents and the legislation in force.
3. Within 5 (five) working days of receiving the application, the REC shall verify whether the application and the submitted documentation are complete. Where the documentation is incomplete, the REC shall request the applicant to complete it, clearly specifying the missing documents or data. The applicant shall have 5 (five) working days from receipt of the notification to complete the documentation.
4. Where the application and documentation are complete, the REC shall review the application and verify compliance with the membership conditions. The review shall include, where applicable, verification of the applicant's identity, acceptance of the terms of the Standard Agreement and compliance of the application with the criteria established for participation in the REC.
5. The decision to approve or reject the application for membership shall be taken by the competent body of the REC within 15 (fifteen) working days of the date of submission of the complete documentation.
6. Where the application is approved, the REC shall notify the applicant of the approval of membership and enter the member in the REC's register of members. Membership shall be deemed effective from the date of approval of the application, unless another date is specified in the Standard Agreement.
7. Where the application is rejected, the REC shall notify the applicant in writing, specifying the reasons for rejection and, where possible, the measures to be taken to fulfil the membership conditions.
8. Failure to review the application within the time limit specified in paragraph 5 of this Article shall not constitute tacit approval of membership, unless otherwise provided by the legislation in force.
9. The application and membership procedure for the REC shall be conducted in accordance with the principles of equal access, non-discrimination and transparency and shall not impose requirements or procedures that are not directly related to compliance with the membership conditions.

Article 6
Responsibility for balancing and imbalances

1. The REC shall be financially responsible for the imbalances it causes in the electricity system, in accordance with the balancing rules and the electricity market rules.
2. The REC shall fulfil its balancing responsibility itself or delegate it to a balance responsible party, in accordance with the legislation and market rules.
3. The imbalance costs attributable to the REC shall be borne by the REC.

4. The imbalance costs charged to the REC by the Transmission System Operator shall be allocated to the REC's members in accordance with each member's individual imbalance, pursuant to the balancing rules in force.

Article 7
Metering and energy sharing

1. The electricity generated, electricity consumed and electricity shared among Members shall be determined on the basis of metering data provided by the network operator, in accordance with the Network Codes and other regulatory acts in force.
2. The REC shall apply the approved methodology for energy sharing and inform the Member of how the share of electricity allocated to it is determined.
3. Energy sharing shall not preclude the application of network tariffs, taxes, duties and other obligations established by the legislation.
4. Transmission, distribution, network access and network use tariffs, as well as taxes, fees and other obligations established by the legislation or by the competent authorities, shall apply regardless of membership in the REC and shall not be considered tariffs imposed by the REC.

Article 8
Financial obligations

1. The Member shall pay only the tariffs, contributions and costs established in advance in the statute and in a transparent manner.
2. Any change to the Member's financial obligations shall be communicated in advance, no later than 30 days before the change enters into force.
3. The REC shall not charge the Member costs that have no basis in this Agreement, the REC's statute, regulatory acts or the legislation in force.

   The REC shall not impose on the Member any obligations, payments or liabilities other than those expressly provided for in the legislation in force and in the agreement concluded between the Parties.

Article 9
Duration and termination of membership

1. This Agreement is concluded for an indefinite period, unless otherwise specified.
2. The Member shall have the right to withdraw voluntarily from the REC by giving written notice at least 30 calendar days before the date of withdrawal.
3. Withdrawal from the REC shall not be subject to unjustified or disproportionate penalties.
4. Termination of membership shall not extinguish financial obligations incurred before the termination date.
5. No later than 30 days from the Member's notice, given through the means of communication agreed between the Parties, the REC shall carry out the final calculation of the Member's financial obligations and entitlements. These obligations shall be settled no later than 5 days from the issuance of the final settlement invoice by the REC.
6. Where, following the Member's withdrawal from the REC, it is determined that one Party owes an amount to the other Party, the debtor Party shall settle that amount within 30 (thirty) days from the date of the Member's withdrawal from the REC.

Article 10
Termination of the Agreement

This Agreement shall terminate:

a) upon the voluntary withdrawal of the Member;

b) by mutual agreement between the Parties;

c) where the Member no longer fulfils the conditions of this Agreement;

ç) where the REC loses its status or the right to carry out the relevant activity;

d) in other cases provided for by the legislation.

Before terminating membership due to a breach by the Member, the REC shall notify the Member of the breach and grant a reasonable period to remedy it, except where the nature of the breach requires immediate termination for safety or legal reasons.

Article 11
Handling of complaints

1. The Member shall have the right to submit a complaint to the REC concerning any matter relating to the implementation of this Agreement.
2. The complaint shall be submitted in writing or electronically and shall contain the information necessary to identify the matter concerned.
3. The REC shall acknowledge receipt of the complaint and review it within the time limit established by the legislation and regulatory acts in force, but no later than 30 days from the date of its registration.
4. The response shall be reasoned and communicated to the Member in an accessible manner.
5. Where the complaint is not resolved satisfactorily, the Member shall have the right to refer the matter to other dispute resolution mechanisms and competent authorities, in accordance with the legislation in force. Where the dispute concerns the relationship between the renewable energy community and the network operator, it shall be resolved by ERE in accordance with the relevant Regulation on the Handling of Customer Complaints and the Resolution of Disputes in the Electricity Sector.
6. The submission of a complaint shall not be used as grounds for discrimination or unfavourable treatment of the Member.

Article 12
Data protection

The REC shall process the Member’s data only to the extent necessary for the administration of membership, electricity metering and energy sharing, compliance with legal obligations and the operation of the REC, in accordance with the legislation in force on personal data protection.

Article 13
Final provisions

1. Each provision of this Agreement shall be implemented in accordance with the legislation and regulatory acts in force.
2. The following shall form an integral part of this Agreement:
   - the membership application form;
   - the metering point data;
   - the energy-sharing rules/methodology;
   - the schedule of contributions and costs;
   - the complaint-handling rules.
3. The REC shall notify the Member in advance of any changes to the membership conditions that materially affect the Member's rights, obligations or costs. In the event of a material change, the Member shall have the right to terminate membership without penalty, in accordance with the notice period specified in this Agreement.
4. This Agreement shall be signed in two copies, one for each Party, both having equal legal force, and shall enter into force on the date of signature.

FOR THE REC

Name: _____

Representative: _____

Position: _____

Signature: _____

Date: ____ / ____ / _____

MEMBER

Name/Entity name: _____

NID/NUIS: _____

Signature: _____

Date: ____ / ____ / _____