

RCMU SOLAR INTERCONNECTION

Updated 08/13/2026

Useful Tips

- Permits for solar installation are issued by the City's Building & Safety department. System requirements, permit guidelines and other useful information can be found on their website at: www.CityofRC.us/community-development/building-safety
- When submitting your permit, please make sure to select RCMU as the utility provider.
- The maximum output of the system may not exceed historic or expected peak usage of the customer. If a customer does not have a full 12 months of consumption history, the maximum to be approved for installation for residential is up to 2.0 watts per square foot and for commercial/industrial is up to 7.0 watts per square foot. The commercial/industrial forecasted demand must be pre-approved by RCMU.
- A secondary meter is not required for residential installations but is required for commercial solar installations. Socket and clip information will be provided during plan check.
- A solar application is required to be filled out and submitted. It is encouraged for the applicant to provide a set of plans with the application to allow sufficient time to review the plans.
- A Net Energy Metering and Generating Facility Interconnection Agreement is required to be filled out and signed.

Inspection and Permission to Operate (PTO)

- Once Building & Safety has given final inspection approval, an inspection with RCMU is REQUIRED. Please contact RCMU to schedule.
- PTO is given after the system has received final inspection approval from RCMU. An email will be sent 1 to 2 business days after inspection.

If you have further questions, please contact us by email at: RCMU.Customer@CityofRC.us or by phone at (909) 919-2612



RCMU

Rancho Cucamonga
Municipal Utility

Solar Photovoltaic Application

Customer & Location Information

Customer Name: _____ Authorized Agent(s): _____

Customer Number: _____ Phone: _____

Account Number: _____ Email: _____

Service Address: _____ Mailing Address: _____

Installer Information

Company Name: _____ Representative: _____

Phone: _____ Email: _____

Contractor License: _____

Project Information

CEC-AC Rating (Provide Print Out): _____ kW Annual kW Output: _____ kWh

Terms and Conditions:

The undersigned acknowledges and agrees to the following:

- 1) Information provided in this form is true and correct to the best of my knowledge.
- 2) Customer will provide RCMU with copies of all invoices and/or receipts for Solar PV system (if requested).
- 3) The above-described solar photovoltaic system will be solely owned by the Customer and is intended to offset all or part of the Customer's electrical needs at the site of installation.
- 4) Customer intends to own, operate, and maintain the solar energy system as described above for a minimum of ten (10) years at the service address listed above.
- 5) Customer agrees to comply with all provisions of RCMU's Net Metering and Interconnection Agreement.
- 6) The Customer must currently be in good standing as defined by the RCMU Electric Rules and Tariffs and be an active rate payer within RCMU's service territory.
- 7) The above described solar energy system is connected to RCMU's electric grid.
- 8) The maximum output of the solar energy system under this application does not exceed the historical or current peak demand of the customer at the site of installation. If a customer does not have a full twelve (12) of consumption history, the maximum history, the maximum to be approved for installation for residential is up two (2.0) watts per square foot and for commercial/industrial is up to seven (7.0) watts per square foot. The commercial/industrial forecasted demand must be pre-approved by RCMU.
- 9) The solar energy system carries a 10-year or better warranty by the installer or manufacturer for the photovoltaic modules, all other system components, and against the breakdown or degradation in electrical performance of more than 10 percent of the system's rated electrical output.
- 10) All environmental attributes, including but not limited to Renewable Energy Certificates (RECs), are transferred to RCMU for any power produced by the above-mentioned system.
- 11) RCMU may withhold payment of any incentive (if applicable) until all the above listed conditions are met.

Customer or Authorized Agent: _____

Signature: _____ / _____

**NET ENERGY METERING AND GENERATING FACILITY INTERCONNECTION
AGREEMENT FOR SOLAR OR WIND TURBINE ELECTRIC GENERATING FACILITIES**

This Net Energy Metering and Generating Facility Interconnection Agreement for Solar or Wind Turbine Electric Generating Facilities (Agreement) is made and entered into by and between _____ (Customer), whose service address is _____ and the City of Rancho Cucamonga, a municipal corporation acting by and through its Rancho Cucamonga Municipal Utility (RCMU), sometimes also referred to herein jointly as "Parties" or individually as "Party."

1. APPLICABILITY

1.1 This Agreement is applicable only to customers who satisfy all requirements of the definition of an Eligible Customer-Generator as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement.¹

1.2 Customer represents that it is an Eligible Customer-Generator.

2. DESCRIPTION OF CUSTOMER'S SOLAR OR WIND ELECTRIC GENERATING FACILITY

2.1 Customer elects to interconnect and operate in parallel with RCMU's electric grid a generating facility located on Customer's owned, leased or rented premises within RCMU's service area (Generating Facility). Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements. The Generating Facility is a:

- ☐ Solar electrical generating facility
- ☐ Wind turbine electrical generating facility
- ☐ Hybrid solar/wind turbine electrical generating facility

2.2 Customer Number: _____
Service Address Account Number(s): _____

2.3 Otherwise Applicable RCMU Electric Tariff (OAT): _____

2.4 Photovoltaic/Solar (PV) Array Nameplate Rating: _____ kW (AC)
Wind Turbine (WT) Nameplate Rating: _____ kW (AC)

2.5 Generating Facility Identification Number: _____

2.6 Generating Facility Location:
(Address) _____,
Rancho Cucamonga, California 9173__.

2.7 Generating Facility will be ready for operation and interconnection on or about:
_____, 20__.

¹ Eligible Customer-Generator means any customer of Rancho Cucamonga Municipal Utility that uses a solar or wind turbine electrical generating facility, or a hybrid system of both, with a capacity of not more than one megawatt that is located on the customer's premises, is interconnected and operates in parallel with the electric grid, and is intended primarily to offset part or all of the customer's own electrical requirements. Customers that have a total combined Renewable Electrical Generating Facilities capacity, across all of the Customer's accounts, of more than one megawatt (excluding the capacity of Renewable-Charged Battery Energy Storage Systems) shall not receive any compensation for Excess Generation.

2.7 Customer represents that the Generating Facility shall be as shown on Exhibit “A” (Generating Facility Plan), attached hereto and incorporated herein by this reference.

2.8 Annual Billing Date:² _____

3. RATES AND BILLING

3.1 All rates charged will be in accordance with Customer’s otherwise applicable tariff (OAT), as in effect from time to time, on a Net Energy Metering basis.³

3.2 Customer’s otherwise applicable tariff or OAT means the rate schedule in RCMU’s published Electric System Rules and Rates that would otherwise apply to Customer in the absence of Schedule NEM and this Agreement.

3.3 Customer is responsible for paying all rate components under its OAT, including without limitation the monthly customer service charge and demand charge, to the extent applicable, regardless of Customer’s monthly or annual net generation. Customer is responsible for paying any other applicable charges according to RCMU’s Electric System Rules and Rates, including without limitation, late penalties on outstanding balances.

3.4 Customer will continue to be subject to all applicable requirements established under RCMU’s Electric System Rules and Rates, and RCMU reserves all its rights as Customer’s electric service provider, including without limitation, the right to disconnect Customer for nonpayment of charges.

3.5 RCMU will not require Customer to pay standby charges for the capacity or output of the Generating Facility. Customer is exempted from any new or additional charge imposed by RCMU that would increase Customer’s charges under Customer’s OAT beyond those of other customers in the rate class to which Customer would otherwise be assigned.

3.6 RCMU will provide Customer with Net Energy Metering information for each regular monthly billing period (Applicable Billing Period). This information will include the current balance owed for Net Electricity Consumption, or the net surplus electricity generated since the last Annual Billing Date. For Net Metering Aggregation (NMA) accounts, an Allocation Spreadsheet must be submitted. Once the percentages have been approved by the Utility, no changes can be made.

3.7 Customer will compensate RCMU for consumption in excess of production from the Generating Facility (Net Electricity Consumption) and RCMU will compensate or provide a bill credit to Customer for generation in excess of consumption (Net Electricity Production) according to the terms and conditions of this Agreement and Schedule NEM. NMA does not allow for Net Surplus Compensation for excess generation.

Net Metering Aggregation (NMA): Customers served under this Tariff with a Generating Facility on a property owned by the Customer, may elect to aggregate generation to additional properties that are solely owned by the Customer and are located on parcels adjacent or contiguous to the Generating Facility. Generation not used at the location of the Generating Facility may be distributed or shared with adjacent properties that have multiple individually metered accounts (benefiting accounts).

² The Annual Billing Date is the anniversary of the date on which the Generating Facility was first legally connected to RCMU's electric grid, unless it falls on a weekend or holiday, in which case it is the next working day.

³ Net Energy Metering means measuring the difference between the electricity supplied by RCMU through the electric grid to the Customer and the electricity generated by the Generating Facility and fed back to the electric grid over the billing period.

- a. NMA does not allow for Net Surplus Compensation for excess generation.
- b. A Customer can have only one generating account for the entire property.
- c. The meter of the generating account collects the total renewable generation and should have no load other than that required by the renewable generator.
- d. The generator must be sized to produce no more than the total annual energy consumption (kWh) of all benefitting accounts.
- e. The kWh allocated to each benefitting account on the property is based on a percentage of the generation predetermined by the property owner or manager prior to permission to operate (PTO) is given by the Utility. An NMA Allocation Spreadsheet must be submitted. Once the percentages have been approved by the Utility, no changes can be made
 - i. Multi Family Developments – Percentages must be equally distributed to all similar sized dwelling units based on square footage or floor plan.
 - ii. The eligible allocation percentage established for each benefitting account should be sized to offset no more than part or all of the annual expected usage (kWh).

3.8 Customer will compensate RCMU for consumption in excess of production from the Generating Facility (Net Electricity Consumption) and RCMU will compensate or provide a bill credit to Customer for generation in excess of consumption (Net Electricity Production) according to the terms and conditions of this Agreement and Schedule NEM. NMA does not allow for Net Surplus Compensation for excess generation.

3.9 Applicable taxes and surcharges, including the Public Benefits Charge, will be calculated based upon Customer's Net Electricity Consumption for each Applicable Billing Period.

3.10 If Customer terminates service under this Agreement prior to the Annual Billing Date, RCMU will reconcile Customer's consumption and production of electricity, and either bill Customer for Net Electricity Consumption or issue a final payment to Customer for Net Electricity Production.



4. CUSTOMER PAYMENT SCHEDULE

4.1 For All Customers:

4.1.1 Customer will be billed monthly for Net Electricity Consumption at its OAT rate, calculated as provided in Schedule NEM at the end of each Applicable Billing Period.

4.1.2 Customer will be compensated annually for any remaining Net Surplus (kilowatt hours) on the annual true-up date, calculated as provided in Schedule NEM. Any Net Surplus will be automatically applied as a credit (\$) on the account. Customer will indicate its choice for compensation by checking one of the options below:

☐ Leave the credit (\$) on the account to be used toward future billings.

☐ Elect to have the credit cashed out and mailed to Customer by check when value exceeds \$50.

☐ Not participate in the NEM program.

4.1.3 Customer may change the election in Section 4.1.2 above by providing written notice to RCMU at least thirty (30) days prior to the Annual Billing Date.

4.2 If Customer's OAT employs time-of-use rates, any monthly Net Electricity Production will be calculated according to the terms of the OAT, and the net kilowatt hours produced will be valued at the same price per kilowatt hour as RCMU would charge for retail sales during the same time-of-use period. If Customer's time-of-use electrical meter is unable to measure the flow of electricity in two directions, the provisions of Section 7 shall apply.

4.3 Renewable Energy and Other Environmental Credits

As a condition of system interconnections, Customer will convey to RCMU all rights to and ownership of the "renewable energy credits" (RECs) as defined in Section 399.12 of the California Public Utilities Code, any credits/certificates for avoided greenhouse gas emissions, and any other similar attributes, rights, products or related credits and certificates (collectively, Environmental Attributes) associated with electricity produced by the Generating Facility for as long as the Generating Facility is interconnected to the RCMU electric distribution grid, and regardless of whether such electricity is consumed by the Customer or third party or delivered to RCMU. RCMU may, at its sole discretion, use RECs conveyed to it under this Agreement for purposes of meeting its renewable portfolio standard (RPS) requirements under Section 387 of the California Public Utilities Code or any other applicable RPS law or regulation, and RCMU may use such RECs and any other Environmental Attributes conveyed to it under this Agreement for compliance with legal or regulatory requirements and any other purpose consistent with the law. Such action may include without limitation, registering the Generating Facility with the Western Renewable Energy Generation Information System (WREGIS) and complying with other WREGIS requirements.

4.4 Rate Schedule NEM is incorporated into this Agreement as though set forth herein in full. This Agreement is that Standard Contract-Net Energy Metering and Generating Facility Interconnection Agreement, referenced in Rate Schedule-NEM.

5. INTERRUPTION OR REDUCTION OF DELIVERIES

5.1 RCMU shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt or reduce, deliveries of available energy from its Generating Facility (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of RCMU's system, or (b) if RCMU determines in its sole discretion that such curtailment, interruption, or reduction is convenient or necessary due to emergency, forced outage, force majeure, or compliance with prudent electrical practices.

5.2 Whenever reasonably possible, RCMU shall give Customer reasonable notice of the possibility that curtailment, interruption or reduction of such deliveries may be required.

5.3 Notwithstanding any other provision of this Agreement, if at any time RCMU determines that either (a) the Generating Facility or its operation may endanger the health, safety or welfare of RCMU personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of RCMU's electric system, any property or the environment, RCMU shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from RCMU's system. Customer's Generating Facility shall remain disconnected until such time as RCMU is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 5.3 have been corrected.

6. INTERCONNECTION AND DESIGN REQUIREMENTS

6.1 Customer shall deliver the available energy to RCMU at the Required Meter (as defined in Subsection 7.1 below) located on the Customer's premises.

6.2 Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from RCMU's Authorized Representative. RCMU's Authorized Representative shall provide such written approval, which shall not be unreasonably withheld, within ten (10) working days from RCMU's receipt of a copy of the final inspection or approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Customer agrees to pay a one-time Generating Facility Inspection Charge, which will be based on the actual cost to RCMU for inspection and approval of Customer's Generating Facility and interconnection.

6.3 RCMU shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer shall notify RCMU in accordance with the terms of Section 14 at least five days prior to such inspection.

6.4 Customer shall be solely responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and permits.

6.5 Customer shall conform to all applicable solar or wind electrical generating system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories ("UL"), applicable building codes, prudent electrical practices, and to all applicable RCMU Electrical Rules and Rates, as may be amended from time to time.

6.6 Customer shall install a visible disconnect switch for the Generating Facility as shown on Exhibit "A". The disconnect switch shall be lockable in the open position and directly accessible to RCMU employees at all times.

6.7 Customer shall not add generation capacity in excess of the rating set forth in Section 2.4 of this Agreement, or otherwise modify the Generating Facility without the prior written consent of RCMU.

6.8 Customer will provide RCMU at least thirty (30) days written notice prior to removing or decommissioning the Generating Facility.

6.9 Customer will, before vacating the premises on which the Generating Facility is located: (a) provide at least thirty (30) days written notice to RCMU, (b) terminate this Agreement pursuant to the notice and other requirements in Section 15, and (c) either disconnect the Generating Facility in accordance with applicable RCMU rules, or provide evidence to RCMU's reasonable satisfaction that a new RCMU customer has assumed legal responsibility and liability for the interconnection and operation of the Generating Project as of the date upon which this Agreement terminates.

6.10 If Customer is a renter or lessee or for any other reason is not the owner of the premises upon which the Generating Facility is located, Customer shall provide to RCMU prior to execution of this Agreement a signed statement stating that the property owner agrees to assume all responsibility and liability for performance of Customer's obligations under this Agreement in the event the Customer vacates the property without disconnecting the Generating Facility from RCMU's system. Such responsibility and liability will attach until either: (a) the Generating Facility is disconnected in accordance with applicable RCMU Electric Rules and requirements, or (b) the property owner or a new RCMU customer occupies the premises and/or assumes responsibility and liability for the Generating Facility by entering into a new NEM contract or other arrangement acceptable to RCMU.

7. REQUIRED METER

7.1 In accordance with RCMU's published Electric Service Rules and Rates, RCMU shall own, operate and maintain on Customer's premises a single meter capable of registering the flow of electricity in two directions ("Required Meter").

7.2 If Customer's existing electrical meter is not capable of measuring the flow of electricity in two directions, Customer shall be responsible for all expenses involved in RCMU's upgrade or purchase, installation, maintenance and testing of a Required Meter.

7.3 An additional meter or meters to monitor the flow of electricity in each direction may be installed with the consent of Customer, at the expense of RCMU, and the additional metering shall be used only to provide the information necessary to accurately bill or credit Customer pursuant to Section 4, or to collect solar or wind electric generating system performance information for research purposes.

7.4 If an additional meter or meters are installed, the Net Energy Metering calculation shall yield a result identical to that of a single meter.

8. MAINTENANCE AND PERMITS

Customer shall (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations and this Agreement, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Customer shall reimburse RCMU for any and all losses, damages, claims, penalties, or liability RCMU incurs as a result of Customer's failure to obtain or

maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility and related interconnection facilities.

9. ACCESS TO PREMISES

RCMU may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in RCMU's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, RCMU's facilities, or property of others from damage or interference caused by Customer's Generating Facility or lack of properly operating protective devices.

10. INDEMNITY AND LIABILITY

10.1 Except as to the City of Rancho Cucamonga's sole negligence or willful misconduct, Customer shall defend, indemnify and hold harmless the City of Rancho Cucamonga, RCMU, its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility.

10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. INSURANCE

11.1 To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance that cover the Generating Facility and related interconnection facilities, Customer agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect on the effective date of this Agreement. In the event that Customer does not have the above policies currently in force, or if the policies do not cover the Generating Facility and related interconnection facilities, Customer must obtain equivalent coverage prior to commencement of operation.

11.2 If Customer meets the standards and rules set forth in this Agreement, Customer shall not be required to purchase any additional liability insurance over and above that referenced in Section 11.1 above.

11.3 Prior to RCMU's execution of this Agreement, Customer shall provide RCMU with evidence of Customer's compliance with the requirements of this section. Customer shall maintain current evidence of compliance with the requirements of this section at all times while the Generating Facility is in operation.

12. GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without

regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of San Bernardino, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county.

13. MODIFICATIONS, WAIVER, INTERPRETATION

13.1 No amendment or modification to this Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

13.2 This Agreement shall supersede any existing agreement with RCMU under which Customer is currently operating the Generating Facility, and any such agreement shall be deemed terminated as of the effective date of this Agreement.

13.3 This Agreement, along with any attachments constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither Party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

13.4 Except as expressly modified herein, RCMU's published Electric Service Rules and Rates as adopted from time to time by RCMU shall continue to be applicable to RCMU's provision of electrical service to Customer.

13.5 Notwithstanding any statement herein to the contrary, RCMU expressly reserves the right to modify the terms of this agreement to the extent necessary in order to comply with any applicable statute, regulation, order of a court, regulatory agency or governmental authority with jurisdiction over RCMU and/or the subject matter of this Agreement.

14. NOTICES

14.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

RCMU:

Rancho Cucamonga Municipal Utility
PO Box 4499
Rancho Cucamonga CA 91729-4499

Customer:

14.2 Customer's notices to RCMU pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.5.

14.3 In the event of an emergency, Customer shall immediately notify the RCMU main customer service number, (909) 919-2612, or after normal business hours or on holidays the RCMU after-hours number, (909) 919-2612, Press 1 of any emergency situation related to the Generating Facility.

15. TERM AND TERMINATION OF AGREEMENT

15.1 This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 18 below, and shall continue in full force and effect until terminated as provided herein.

15.2 This Agreement shall terminate on the earliest to occur of:

15.2.1 The thirtieth day after Customer gives RCMU prior written notice of termination with or without cause in accordance with Section 14;

15.2.2 The date both Parties agree in writing to terminate this Agreement;

15.2.3 The first day after RCMU gives Customer written notice of termination for cause, provided that RCMU shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of RCMU's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion;

15.2.4 The date RCMU is no longer the electric supplier to Customer's premises; or

15.2.5 The date changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement.

15.3 After termination of this Agreement, any electric service provided by RCMU to Customer shall be pursuant to and in accordance with Customer's OAT.

16. AUTHORIZED REPRESENTATIVE

RCMU's Authorized Representative is the City Engineer, or his/her designee. RCMU may change its Authorized Representative by giving Customer notice pursuant to Section 14.

17. ASSIGNMENT PROHIBITED

Customer understands and agrees that this Agreement is personal to Customer and that Customer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity. Any attempt by Customer to assign or transfer in any way all or any portion of this Agreement shall be void ab initio.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective as of the latter of the two dates set forth below.

Customer	RCMU
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Exhibit “A”
GENERATING FACILITY PLAN**