

**ALAMEDA MUNICIPAL POWER  
INTERCONNECTION AGREEMENT**

**For Residential, Commercial or Municipal Eligible Renewable Electrical Generation Facilities**

This Interconnection Agreement for Eligible Renewable Generation (ERG) of a Residential, Commercial or Municipal Eligible Renewable Electrical Generation Facility (the "Agreement") is made as of the following date: \_\_\_\_\_ (the "Effective Date") by the Parties identified in Section 1 (Parties) of this Agreement. Capitalized terms not defined when used herein are defined in Section 1 (Definitions) of the General Conditions applicable to this Agreement, which are hereby incorporated by reference as if fully set forth herein.

**Section 1. PARTIES.**

The Parties to this Agreement are:

The CITY OF ALAMEDA, a municipal corporation, doing business as ALAMEDA MUNICIPAL POWER ("AMP"), and

The Customers identified in the boxes below. If both boxes are completed below, the term "Customer" shall refer to both "Customer-Owner" and "Customer-Tenant," unless otherwise stated.

<b>CUSTOMER-OWNER</b>	<b>CUSTOMER –TENANT</b>
Name:	Name:
AMP Account No.: (if applicable)	AMP Account No.:
Mailing Address :	Mailing Address :
City   Zip:	City   Zip:
Phone:	Phone:
Facsimile:	Facsimile:
Email:	Email:
<b>PREMISES OF ELIGIBLE RENEWABLE GENERATION FACILITY</b>	
Street Address:	

**Section 2. TERM.**

The term of this Agreement is ten (10) years from the Effective Date unless it is earlier terminated as set forth in Section 16 of the General Conditions applicable to this Agreement.

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*\*\*\*This Rev. No. 2.0 supersedes all prior versions in full\*\*\**

*Effective: December 31, 2016*

**Section 3. CONDITIONS TO INTERCONNECT.**

- 3.1** The Customer may interconnect a Generation Facility to AMP’s Municipal Power Supply System with the specifications identified in the General Conditions applicable to this Agreement and described with more particularity in AMP’s Rules and Regulations, both of which are incorporated into this Agreement, as if fully set forth herein. In addition, the Customer agrees that:
- 3.1.1** The Generation Facility is intended primarily to offset part or all of the Customer’s own electrical requirements at the service address;
  - 3.1.2** The Customer will not sell to any third person or otherwise provide electricity from the Generation Facility to any real estate parcel, premise, or location other than the premises that are the subject of this Agreement;
  - 3.1.3** The Generation Facility shall be constructed, installed, operated and maintained as described in this Agreement; and
  - 3.1.4** The Customer is an “Eligible Customer-Generator” pursuant to Section 2827(b) of the California Public Utilities Code as now in effect or as the same may be amended from time to time.

**Section 4. INSURANCE.**

The Customer shall obtain, maintain and provide to AMP proof of current insurance prior to the Effective Date and annually thereafter on the anniversary of the Effective Date for the term of this Agreement. The required insurance shall cover the Generation Facility consistent with the specifications for commercial or residential generation facilities set forth in Section 8 of the General Conditions applicable to this Agreement. In addition, the Customer’s policy shall include the following endorsements: (1) addition of the City of Alameda, AMP, and their respective officers, officials, employees and volunteers as additional insureds; (2) waiver of subrogation against the additional insureds; and (3) naming of the additional insureds as loss payee.

**Failure to timely submit such proof of insurance to AMP’s satisfaction may result in disconnection of the Generation Facility from the AMP Municipal Power Supply System and termination of this Agreement.**

**Section 5. APPLICABLE TARIFFS AND OTHER REQUIREMENTS**

- 5.1** This Agreement incorporates the following documents, as all may be amended from time to time, by reference as if fully set forth herein, all of which are available electronically for inspection at [www.alamedamp.com](http://www.alamedamp.com):

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- 5.1.1 AMP's Rules and Regulations;
- 5.1.2 AMP's Rider NEM;
- 5.1.3 AMP's Rider ERG;
- 5.1.4 AMP's Interconnect Agreement General Conditions; and
- 5.1.5 AMP's Eligible Renewable Generation Application executed by the Customer.

5.2 AMP may, from time to time, modify its Rules and Regulations, Rider NEM, Rider ERG, and Interconnect Agreement General Conditions. Any such amendments would require action of the Public Utilities Board at a duly noticed public meeting. All amendments to such documents will be made available on the AMP website.

5.3 In the event of any conflict or inconsistency between the documents associated with this Agreement, the AMP document that controls shall be as follows: (a) Rules and Regulations govern over all other documents; (b) Rider NEM and Rider ERG govern over all other documents except the Rules and Regulations; (c) Interconnection Agreement General Conditions governs over all other documents except the Rules and Regulations, Rider NEM and Rider ERG; and (d) Eligible Renewable Generation Application, executed by the Customer, governs over this Interconnection Agreement.

**Section 6. PAYMENT FOR POWER**

AMP shall compensate the Customer for net surplus electricity in accordance with Rider NEM (if available) \_\_\_\_\_ or Rider ERG \_\_\_\_\_ (If the NEM program is fully subscribed).

**Section 7. NOTICE**

Any notice to AMP required by the Agreement shall be provided to AMP in writing as follows: Alameda Municipal Power; 2000 Grand Street; P.O. Box H; Alameda, CA 94501 ATTN: General Manager. For emergencies, Customer shall contact AMP's 24-hour emergency number, (510) 748-3902.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

Date:

Date:

CUSTOMER-OWNER

CUSTOMER-TENANT (if applicable)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title (Print): \_\_\_\_\_

Title (Print): \_\_\_\_\_

APPROVED  
by the CITY OF ALAMEDA, a municipal corporation, doing business as ALAMEDA MUNICIPAL POWER ("AMP"):

By: \_\_\_\_\_

Name: Nicolas Procos  
Title: General Manager

APPROVED AS TO FORM

By: \_\_\_\_\_

Name: Alan M. Cohen  
Title: Assistant City Attorney

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