

STANDARD OFFER
FOR VIRTUAL NET ENERGY METERING
CUSTOMER GENERATION INTERCONNECTION
AGREEMENT

BETWEEN

(INTERCONNECTION CUSTOMER)

AND

CITY OF LOS ANGELES
ACTING BY AND THROUGH THE
DEPARTMENT OF WATER AND POWER

Project Location _____

LADWP NO. _____

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This Agreement is made and entered into by and between CITY OF LOS ANGELES ACTING BY AND THROUGH THE DEPARTMENT OF WATER AND POWER (LADWP) and _____, an LADWP customer (Customer), sometimes referred to singularly as "Party" and collectively as "Parties", who agree as follows:

1. **RECITALS:** This Agreement is made with reference to the following facts, among others:

1.1 Customer is currently purchasing retail Electric Service from LADWP at the Customer's Site Location:

Electric Service at this location is being provided pursuant to the terms and conditions of the applicable Rate Ordinance(s) or rate contract(s).

1.2 Customer currently has, or intends to design, construct, own, operate, and maintain, at its sole risk and expense, a Generation Facility to operate in parallel with LADWP's electric system. The Generation Facility has or will have an installed nameplate rating of _____ kilowatts (kW). The Generation Facility is more fully described in Exhibit A of this Agreement.

1.3 If it is deemed necessary by LADWP to do so after evaluating the Generation Facility specifications, LADWP will design, construct, own, operate, and maintain an LADWP Facility and make any necessary modifications to LADWP's electric system for the intended safe operation of the Generation Facility in parallel with LADWP's electric system. Customer agrees to reimburse LADWP for all actual costs (direct and indirect) incurred in performing such work. If the LADWP Facility is constructed, a description of the LADWP Facility will be attached as Exhibit B and Exhibit C of this Agreement after such construction.

2. **DEFINITIONS:** The definitions, terms, conditions, and requirements provided in the applicable Rate Ordinance(s) or rate contract(s), the Electric Service Requirements, the Standard Offer Power Purchase Agreement, and the Rules are incorporated in and made a part of this Agreement by reference. The following additional terms, when initially capitalized, whether in the singular or plural tense, shall mean:

2.1 **Agreement:** This Standard Offer for LADWP Virtual Net Energy Metering Program Customer Generation Interconnection Agreement.

- 2.2 Authorized Representative: The representative or designated alternate of a Party appointed in accordance with Section 13 of this Agreement.
- 2.3 Capacity: The total CEC-AC system rating.
- 2.4 CEC-AC: The solar PV system alternating current rating based upon the product of the Photovoltaics for Utility Scale Applications (PVUSA) Test Conditions rating of the module, module quantity, and the inverter efficiency set forth by the California Energy Commission.
- 2.5 Customer: The LADWP customer or Virtual Net Energy Metering Program applicant required to establish a customer account for the project at the Customer Site Location.
- 2.6 Customer's Site Location: As described in Subsection 1.1 of this Agreement.
- 2.7 Effective Date: As defined in Section 26 of this Agreement.
- 2.8 Electric Service: As defined in the Rules.
- 2.9 Electric Service Requirements: Requirements prescribed in writing by LADWP in effect at the time this Agreement is executed, and all revisions thereto or replacements thereof, which are necessary and proper for the regulation of any electric service installed, operated, and maintained within the City of Los Angeles. The Electric Service Requirements shall be in conformance with the Charter of the City of Los Angeles and the Rules.
- 2.10 Emergency Condition: A condition or situation: (1) that in the good faith judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of LADWP, is imminently likely (as determined in the sole judgment of LADWP) to cause a material adverse effect on the security of, or damage to, the LADWP interconnection facilities or the electric systems of LADWP or others to which the electric system of LADWP is directly connected; or (3) that, in the case of the Customer, is imminently likely (as determined in a non-discriminatory manner in good faith) to cause a material adverse effect on the security of, or damage to, Customer's Generation Facility or Customer's interconnection facilities. System restoration and LADWP's black start shall be considered Emergency Conditions. Customer is not obligated by this Agreement to possess black start capability.
- 2.11 Generation Facility: All of Customer's electrical and mechanical equipment basically described in Exhibit A that is associated with the photovoltaic

generation of electricity at Customer's Site Location. A single-line diagram of the Generation Facility shall be attached as part of Exhibit A of this Agreement.

- 2.12 In-Service Date: The date of initial interconnection of the Generation Facility to LADWP's electric system.
- 2.13 Interconnection Costs: All reasonable costs, as determined by LADWP in accordance with Prudent Utility Practices, including, but not limited to, planning, engineering, design, supervision, material procurement, construction, quality assurance and inspection, testing, metering, maintenance, negotiation, contract administration, protection, expediting, accounting, budgeting, and other activities reasonably necessary for the interconnection and intended safe parallel operation of the Generation Facility to LADWP's electric system.
- 2.14 LADWP Facility: Electrical and mechanical equipment required and installed, owned, operated, and maintained by LADWP for the intended safe parallel operation of the Generation Facility. This equipment, further described in Exhibit B and Exhibit C of this Agreement, is deemed by LADWP to be appurtenant and/or incidental to the Generation Facility and will be located at the site of the Generation Facility.
- 2.15 Laws: All applicable statutes, ordinances, rules, orders, regulations and codes of the City of Los Angeles, the State of California, and/or Federal governmental authorities having jurisdiction, including, but not limited to, the Charter of the City of Los Angeles as amended.
- 2.16 Prudent Utility Practices: Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency, and economy.
- 2.17 Rate Ordinance: An ordinance, in accordance with City of Los Angeles Charter Subsection 676(a) or any amendments to or replacements of that subsection, approving the rates fixed by the Board of Water and Power Commissioners of the City of Los Angeles (Board) for electric energy or surplus energy.
- 2.18 Rules: The Rules Governing Water and Electric Service in the City of Los Angeles adopted by the Board under Resolution No. 56, dated September 8, 1983, and all amendments, revisions, and replacements thereof.
- 2.19 Service Point: The point of interconnection between Customer's Site Location and the LADWP electric system. If, as of the date when Customer executes this

Agreement, LADWP is already using any meter(s) for Customer's account at the Customer's Site Location, such meter(s) are described in Exhibit C.

2.20 VNEM: The Virtual Net Energy Metering Pilot Program.

2.21 VNEM Power Purchase Agreement (VPPA): The Virtual Net Energy Metering Power Purchase Agreement between the LADWP and Customer, relating to the Virtual Net Energy Metering project at the Project Location, as may be amended, supplemented or otherwise modified from time to time.

3. **AGREEMENT**: In consideration of the terms and conditions contained herein and the mutual benefit to be derived by this Agreement, the Parties further agree as follows:

3.1 Customer shall purchase electric service at the Customer's Site Location, as needed, solely from LADWP according to the terms and conditions of the applicable Rate Ordinance(s) or rate contract(s).

3.2 Customer shall pay LADWP for all costs associated with the interconnection and intended safe parallel operation of the Generation Facility in accordance with the terms and conditions contained herein.

3.3 LADWP may, without any liability therefor, and without prior notice, interrupt Electric Service to the Customer's Site Location in the event of an Emergency Condition. In such a case, LADWP may apportion its available supply of electricity among all customers and in a manner that appears to it most equitable under the prevailing circumstances and conditions. The restoration of interrupted Electrical Service to the Customer's Site Location, in such a case, will be performed by LADWP as rapidly as practicable and in the manner which, in the opinion of LADWP, will result in the greatest overall public benefit.

3.4 Customer agrees to accept electric service and supply from LADWP subject to the conditions of supply as is provided by LADWP at the Customer's Site Location. LADWP will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of Electric Service to the Customer's Site Location, and to avoid any shortage or interruption of delivery. LADWP cannot, and does not, however, guarantee a continuous or sufficient supply of electrical current, or freedom from fluctuations of voltage, interruption of service, or shortage or insufficiency of supply.

3.5 Customer agrees to fully and completely hold harmless and release the City of Los Angeles, LADWP, their boards, officers, agents, employees, assigns, successors-in-interest, contractors, and sub-contractors from any equitable, tort,

or statutory causes of action arising from the supply of electric service to Customer's Site Location, including, but not limited to, those due to electric voltage, fluctuations of voltage, interruptions of service for any reason or duration, shortage or insufficiency of supply, and negligence. Neither LADWP nor Customer shall be liable under any legal theory, including indemnity, warranty, contract, strict liability, or any other theory of liability, for any consequential, special, indirect or incidental damages, including, but not limited to, loss of profit, loss of use, cost of capital, or replacement power. LADWP will not be liable to Customer for interruption, shortage, or insufficiency of supply to the Customer's Site Location caused by LADWP's ordinary negligence, the negligence of others, or any cause beyond LADWP's control, or the ordinary negligence of LADWP's employees or agents.

3.5.1 Waiver of Claims; Waiver of Subrogation: Customer waives any and all claims against LADWP with respect to claims, damages or losses covered by all-perils property insurance or any other insurance carried by Customer. Customer agrees that it shall cause its insurer(s), of any all-perils property insurance or any other insurance maintained by Customer covering the Site Location or any personal property located at the Site Location, to provide for a full waiver of subrogation in favor of LADWP. Accordingly, if Customer carries such insurance, Customer shall provide LADWP with verification of obtaining a waiver of subrogation endorsement from its carrier. The waiver of subrogation shall be a material condition of participation in the program.

4. RESPONSIBILITIES OF THE CUSTOMER:

4.1 Customer shall own, at its sole risk and expense, the Generation Facility in compliance with all applicable codes, Laws, Electric Service Requirements, Rules, and Prudent Utility Practices. A person or entity acting on Customer's behalf may operate and maintain the Generation Facility in compliance with all applicable codes, Laws, Electric Service Requirements, Rules Prudent Utility Practices, and this Agreement. Meeting this requirement shall not relieve Customer of its obligations pursuant to the terms and conditions of this Agreement.

4.2 When Customer has executed the Agreement and submits it to LADWP for LADWP's execution, Customer shall also submit the following information:

4.2.1 Electrical plans including load schedules and single-line diagrams; and

4.2.2 Plot and site development plans showing generator, disconnect, and

metering equipment locations and LADWP access to generator, disconnect, and metering equipment locations; and

4.2.3 Energy Source Information:

- (1) Maximum kilowatt rating
- (2) Nominal voltage output
- (3) Voltage regulation
- (4) Maximum fault current contribution; and

4.2.4 Protective system information:

- (1) Protective system plan
- (2) Manufacturer's data sheets and maintenance requirements for protective equipment; and

4.2.5 Any additional information required by LADWP.

- 4.3 If the LADWP Facility is modified or constructed, a written description of the LADWP Facility will be attached as Exhibit C of this Agreement after construction.
- 4.4 Review by LADWP of Customer's original specifications or of any changes or modifications to those specifications shall not be construed as confirming or endorsing the design or as implying any warranty of safety or durability of the Generation Facility.
- 4.5 LADWP shall not, by reason of review or failure to review, be responsible for strength, details of design, adequacy or capacity of the Generation Facility or its constituent equipment, nor shall LADWP's acceptance be deemed to be an LADWP approval or endorsement of the Generation Facility.
- 4.6 Within thirty (30) calendar days following the In-Service Date or at a date mutually agreed to between the Authorized Representatives, Customer shall submit in writing to LADWP's Authorized Representative that the Generation Facility meets the standards set forth in the applicable Electric Service Requirements.
- 4.7 Customer shall operate and maintain the Generation Facility in accordance with the applicable Electric Service Requirements, Prudent Utility Practices, and this Agreement.
- 4.8 Customer shall not energize, at any time, a de-energized portion of LADWP's electric system without express written permission from LADWP's Authorized Representative.

- 4.9 The Parties recognize that, from time to time, certain improvements, additions, or other changes in the interconnection and protection equipment at the Generation Facility or elsewhere at Customer's Site Location may be required for the intended safe parallel operation of the Generation Facility with LADWP's electric system. Such improvements, additions, or other changes shall be in accordance with applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices. LADWP shall have the right to require Customer to make those changes upon reasonable advance written notice from LADWP's Authorized Representative.
- 4.10 Failure of Customer to comply with Subsection 4.9 within a reasonable period of time after receipt of such written notice as provided in Subsection 4.9 may result in the Generation Facility being disconnected from LADWP's electric system pursuant to Section 7.

5. RESPONSIBILITIES OF LADWP:

- 5.1 LADWP shall be the sole provider of electric service required by Customer at Customer's Site Location. Electric Service provided by LADWP shall be provided in compliance with all applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices.
- 5.2 If it is deemed necessary by LADWP to do so after evaluating any improvements, additions, or other changes to the Generation Facility's plans, LADWP will design, construct, own, operate, and maintain an LADWP Facility and make any necessary modifications to LADWP's electric system for the intended safe operation of the Generation Facility in parallel with LADWP's electric system, consistent with applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices.
- 5.3 LADWP reserves the right to make measurements or other tests on the Generation Facility, from time to time, as specified in the Electric Service Requirements, subject to Section 11. If the measurements or tests determine that the Generation Facility does not meet the specifications of the Electric Service Requirements, LADWP will require Customer to disconnect the Generation Facility from LADWP's electric system pursuant to Section 7. Customer shall make, or cause to be made, the appropriate changes to the Generation Facility before reconnection to LADWP's electric system.
- 5.4 The Parties recognize that, from time to time, certain improvements, additions, or other changes in LADWP's electric system may be required for the intended

safe parallel operation of the Generation Facility. Such improvements, additions, or other changes will be in accordance with Prudent Utility Practices. LADWP shall have the right to make those changes upon reasonable advance written notice from LADWP's Authorized Representative to Customer. LADWP shall bill Customer for such improvements, additions, or other changes in accordance with Section 8 of this Agreement.

- 5.5 LADWP shall bill Customer for the actual costs to perform work incurred in the implementation of this Agreement pursuant to Subsections 1.3, 3.2, 5.2, 5.4, 8.2, 8.4, and 8.5 of this Agreement.

6. METERING:

- 6.1 LADWP shall install, at Customer's sole expense, metering equipment and recorders at the Service Point and at the output point of the Generation Facility to measure electric energy and other electric parameters, as deemed appropriate by LADWP. Such metering equipment and recorders shall be independent from and not connected to the Generation Facility's control system. Customer shall provide and maintain a dedicated analog telephone service line solely for the purpose of delivering data from metering equipment, if required, as determined by LADWP.
- 6.2 For Generation Facilities with nameplate ratings of at least 1,000 kW, Customer shall provide LADWP with the capability to remotely monitor the Generation Facility. LADWP shall install, at Customer's sole expense, telemetering equipment at the Service Point and at the output point of the Generation Facility to monitor the electrical generation at LADWP's Energy Control Center.
- 6.3 LADWP meters shall be sealed with LADWP seals only. The seals shall not be broken except when the meters are inspected, tested, or adjusted by LADWP. LADWP shall test the meters, at its own expense, in accordance with its routine practice and the Rules.
- 6.4 Customer may request testing of meters prior to their normally scheduled test dates, and LADWP shall test the meters upon request within a reasonable time. Customer shall be given reasonable notice to have a representative present at the time of meter testing. Customer shall pay for the cost of the requested meter testing if the meters are found to be within the tolerances specified within the Rules.
- 6.5 Disputes concerning alleged meter discrepancies shall be resolved in accordance with applicable Laws, Rate Ordinance(s), rate contract(s), and the Rules.

7. DISCONNECTION OF THE GENERATION FACILITY:

- 7.1 LADWP shall require Customer to disconnect the Generation Facility from LADWP's electric system if Customer does not comply with the covenants of this Agreement and applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, or Rules. Unless Subsection 7.2 applies, LADWP's Authorized Representative shall provide Customer with thirty (30) calendar days' written notice of such intent and identify the issue(s) of non-compliance before LADWP may disconnect the Generation Facility. If Customer determines that any such issue(s) cannot be cured within thirty (30) days, Customer shall so notify LADWP with written notice within thirty (30) days of receiving LADWP's written notice. Customer's written notice shall contain a statement of the reasons why the issue(s) cannot be cured or complied with within thirty (30) days, and Customer will provide an estimated schedule for curing the non-compliance. Upon receipt of such written notification from Customer, LADWP's Authorized Representative, at his or her sole discretion, may establish, after consultation with Customer, a new date to achieve compliance. If Customer cures the non-compliance issue(s) by the established date to achieve compliance, then LADWP will take no further action regarding that issue of non-compliance.
- 7.2 In accordance with procedures established in the Electric Service Requirements, LADWP shall require Customer to disconnect the Generation Facility immediately from LADWP's electric system (i) upon the occurrence of an Emergency Condition involving the Generation Facility or (ii) to allow LADWP to repair, replace, or maintain any equipment associated with LADWP's electric system.
- 7.3 Each Party shall endeavor to correct the condition on its respective electric system or equipment that resulted in the separation and shall coordinate reconnection of the Generation Facility for parallel operation.
- 7.4 LADWP shall provide for reconnection of the Generation Facility to LADWP's electric system when reasonable to do so in accordance with applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices.
- 7.5 LADWP shall not be liable to Customer or any person or entity acting on Customer's behalf, including, but not limited to, any agent, designee, contractor, or lessee, for damages (of any type or nature whatsoever) resulting from the connection or disconnection of the Generation Facility from LADWP's electric

system.

8. **INTERCONNECTION BILLING DETERMINANTS:** This Section 8 shall apply (i) if, after initial review of the Generation Facility plans and specifications or after review of any proposed improvements, additions, or other changes to the Generation Facility plans and specifications, LADWP determines that an LADWP Facility must be constructed or modifications must be made to LADWP's electric system for the intended safe operation of the Generation Facility in parallel with LADWP's electric system, or (ii) LADWP otherwise determines that modifications must be made to LADWP's electric system for the intended safe operation of the Generation Facility in parallel with LADWP's electric system.

- 8.1 For each detailed cost estimate and detailed design for the LADWP Facility and modifications to LADWP's electric system, LADWP shall bill Customer a nonrefundable amount equal to ten percent (10%) of the preliminary estimate of the Interconnection Costs. The estimate made shall be based on Generation Facility specifications, pursuant to Subsection 4.2. Upon receipt of the nonrefundable amount, LADWP shall prepare a detailed cost estimate and a detailed design in a timely manner.
- 8.2 LADWP shall bill Customer for the amount of the Interconnection Costs based on the detailed cost estimate, less the ten percent (10%) previously advanced pursuant to Subsections 1.3 and 8.1.
- 8.3 Upon receipt of the necessary funds, LADWP shall proceed with the LADWP Facility and any necessary modifications to the electric system for the intended safe parallel operation of the Generation Facility.
- 8.4 If it is determined, at the completion of the LADWP Facility, that Customer has advanced funds which are greater or less than the actual Interconnection Costs, LADWP's Authorized Representative shall make the appropriate adjustment within ninety (90) calendar days after the in-service date of the new or modified LADWP Facility. Payment shall be made within thirty (30) calendar days thereafter.
- 8.5 LADWP shall bill Customer monthly for maintenance service on the LADWP Facility pursuant to Exhibit E of this Agreement.
- 8.6 If it is determined, pursuant to Subsection 5.2 or 5.4 of this Agreement, that LADWP must make improvements, additions, or other changes to either the LADWP Facility or to LADWP's electric system, LADWP shall bill Customer for all costs incurred for such improvements, additions, or other changes. The

Maintenance Costs determined pursuant to Exhibit E shall be modified to reflect changes in the LADWP Facility.

9. **ELECTRIC SERVICE BILLING DETERMINATIONS:** LADWP shall bill Customer for Electric Service after the end of each billing period. The bill shall be calculated using the applicable rate(s) in the appropriate rate schedule(s) in the applicable Rate Ordinance(s) or rate contract(s) and recorded billing data that shall consist of metered values deemed required by LADWP. The recorded billing data shall be obtained from LADWP revenue meters and recorders. Customer shall send the payment to the address specified in Subsection 10.2.

10. **BILLINGS AND PAYMENTS:**

10.1 Billings and payments pursuant to Section 8, Interconnection Billing Determinants, shall be transmitted to the following addresses:

10.1.1 If to LADWP:

Department of Water and Power of the City of Los Angeles
PO Box 30870, Room 434
Los Angeles, California 90030-0870
Attention: General Accounting

10.1.2 If to Customer:

10.2 Billings and payments pursuant to Section 6, Metering, Section 9, Electric Service Billing Determinations, and Section 13, Administration, shall be transmitted to the following addresses:

10.2.1 If to LADWP:

Department of Water and Power of the City of Los Angeles
PO Box 51111
Los Angeles, CA 90051-5700
Attention: Accounts Receivable

10.2.2 If to Customer:

- 10.3 Either Party may change, by written notice to the other Party, the name or address of the person to receive invoices or payments pursuant to this Agreement.
- 10.4 All bills for Electric Service, except as provided otherwise in this Agreement, are due and payable by Customer upon presentation. Payment shall be made in accordance with the Rules.
- 10.5 If the correctness of any bill for Electric Service, or any part thereof, or if the correctness of other charges or practices of LADWP is disputed by Customer, LADWP shall conduct an investigation in accordance with the Rules.

11. INGRESS AND EGRESS:

- 11.1 LADWP shall have, at all times, the right of ingress to and egress from Customer's premises for the following reasons:
 - 11.1.1 Any purpose related to furnishing or receiving electric energy, including, but not limited to, inspection and maintenance; or
 - 11.1.2 In order to exercise any and all rights secured to LADWP by law, this Agreement, or the Rules.
- 11.2 While on Customer's premises, LADWP shall abide by Customer's safety rules and regulations.

12. INDEMNIFICATION:

- 12.1 Customer shall indemnify, defend, and hold harmless the City of Los Angeles, the Board, LADWP, and their officers, agents, and employees from and against any and all liability, costs, losses, claims, demands, judgments, actions, and causes of action for personal injury, including, but not limited to, bodily injury, or for any property destruction or damage, to third parties or to either Party to this Agreement, attributable to, in whole or in part, or resulting from, the errors, acts, or omissions of Customer or any person or entity acting on Customer's behalf, including, but not limited to, any agent, designee, contractor of any tier, or lessee, in any manner arising from or in connection with this Agreement.

12.2 LADWP shall not be indemnified under this Section 12 for liability or loss resulting from its sole negligence or willful misconduct.

13. ADMINISTRATION:

- 13.1 Within thirty (30) calendar days after the effective date of this Agreement, Customer and LADWP's Director of Clean Grid L.A. - Strategy or designee shall each designate, by written notice to the other, a representative who is authorized to act in each Party's behalf with respect to those matters delegated to the Authorized Representatives. Each Party may designate an authorized alternate with full authority to act in the absence of the Authorized Representative. Each Party shall have the right to change its Authorized Representative or authorized alternate by written notice to the other Party.
- 13.2 The Authorized Representatives shall provide liaison between the Parties and a means of securing effective cooperation, interchange of information, and consultation on a prompt and orderly basis concerning the various matters that may arise, from time to time, in connection with this Agreement.
- 13.3 The Authorized Representatives shall review and attempt to resolve any disputes between the Parties under this Agreement. Should the Authorized Representatives be unable to resolve a dispute, the matter shall be referred to Customer and LADWP's Director of Clean Grid L.A. - Strategy who shall use their best efforts for resolution.
- 13.4 Prior to the In-Service Date, the Authorized Representatives shall agree on written procedures pertaining to the synchronization, operation, maintenance, administration, and other activities that may require coordination between the Parties.
- 13.5 All actions, agreements, resolutions, determinations, or reports made by the Authorized Representatives shall be made in writing and shall become effective when signed by the Authorized Representatives.
- 13.6 Any expenses incurred by an Authorized Representative or authorized alternate in connection with their duties shall be paid by the Party they represent unless otherwise agreed to in writing by Customer and LADWP's Director of Clean Grid L.A. - Strategy.
- 13.7 The Authorized Representatives shall have no authority to modify this Agreement.

14. DEFAULT:

- 14.1 Default by Customer: The occurrence of any of the following shall constitute a

material breach and default of this Agreement by Customer:

14.1.1 Failure by Customer to make payment to LADWP of uncontested amounts within the times set forth in this Agreement; or

14.1.2 Failure by Customer to comply with requirements pertaining to the safety of persons or property set forth herein or in the applicable Laws, Rate Ordinance(s), rate contract(s), the Electric Service Requirements, or the Rules; or

14.1.3 Failure by Customer to substantially observe and perform any other material provision of this Agreement within thirty (30) calendar days of receiving written notice from LADWP of the provisions of this Agreement with which LADWP believes Customer has not complied. If Customer determines that any such provision cannot be complied with within thirty (30) days, Customer shall so notify LADWP in writing within thirty (30) days of receiving LADWP's written notice. Customer's written notice shall contain a statement of the reasons why the provision cannot be complied with within thirty (30) days, and Customer shall provide an estimated schedule for compliance with the provision. Upon receipt of such written notification from the Customer, LADWP's Authorized Representative, at his or her sole discretion, may establish, after consultation with Customer, a new date to achieve compliance. If Customer complies with the provision by the established date to achieve compliance, then LADWP will take no further action regarding that instance of non-compliance.

14.1.4 Default by Customer under the VPPA or any Ancillary Document (as defined in the VPPA).

14.2 Default by LADWP: Failure by LADWP to substantially observe and perform any material provision required by this Agreement, where such failure results in a condition materially harmful to Customer and continues for thirty (30) calendar days after receipt of written notice from Customer, shall constitute a material breach and default by LADWP of this Agreement, provided, however, that if the nature of such default is curable, but that the same cannot with due diligence be cured within the thirty (30) calendar day period, LADWP shall not be deemed to be in default if it commences to cure the default within the thirty (30) calendar day period and thereafter diligently prosecutes the same to completion.

15. **REMEDIES UPON DEFAULT**: Either Party shall be entitled to monetary damages based on proof of actual damages resulting from default of the other Party. The non-

defaulting Party shall have the right to terminate this Agreement upon the occurrence of any of the events of default described in Section 14.

16. **FORCE MAJEURE:** Neither Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to make payments due) because of failure of or threat of failure of facilities, flood, earthquake, storm, wildfire, lightning, epidemic (excluding COVID-19), pandemic (excluding COVID-19), quarantine restrictions (excluding COVID-19), war, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or inability to obtain authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome and is beyond the reasonable control of the affected Party (Force Majeure). Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any obligation under this Agreement by reason of a Force Majeure event shall give written notice of such fact to the other Party within five (5) days of such inability and shall exercise due diligence to remove such inability with all reasonable dispatch. The Parties shall use reasonable efforts to mitigate the effect of a Force Majeure event.
17. **AUTHORIZATIONS AND APPROVALS:**
 - 17.1 Each Party shall obtain all the necessary authorizations, licenses, approvals, and permits from Federal, State, or local agencies having jurisdiction.
 - 17.2 This Agreement and all operations hereunder are subject to the applicable Laws.
18. **EFFECT OF SECTION HEADINGS:** Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.
19. **NONWAIVER:** None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. Any omission or failure of either Party to demand or enforce strict performance of provisions of the Agreement shall not be construed as a waiver or as a relinquishment of any rights. All provisions and rights shall continue and remain in full force and effect as if such omission or failure had not occurred.
20. **NONDEDICATION OF FACILITIES:** This Agreement shall not be construed as a dedication of any properties or facilities, or any portion thereof, by either Party to each other or the public.
21. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is for the sole benefit of the Parties hereto and shall not be construed as granting rights to any person or entity other

than the Parties or imposing on either Party obligations to any person other than a Party.

22. NOTICES:

22.1 Any written notice under this Agreement shall be deemed properly given if delivered in person or sent by registered or certified mail, postage prepaid, to the person specified below unless otherwise provided for in this Agreement:

22.1.1 If to LADWP:

Department of Water and Power of the City of Los Angeles
PO Box 51111, Room 1255
Los Angeles, California 90051-5700
Attention: Director of Clean Grid L.A. – Strategy

22.1.2 If to Customer:

22.2 Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this Agreement.

23. TRANSFER OF INTEREST: Neither Party shall assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party. The consent to assign or transfer shall not be unreasonably withheld. LADWP's Director of Clean Grid L.A. – Strategy or designee shall execute assignment or transfer of this Agreement or the consent to assign or transfer this Agreement.

24. SEVERAL OBLIGATIONS: Except as otherwise required for public entities under California Government Code Section 895 et seq. or any amendments to or replacements of that chapter, the duties, obligations, and liabilities of the Parties are several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

25. SEVERABILITY: If any paragraph, sentence, clause, phrase, or word shall become without full effect due to any judicial decision or change in applicable Laws, the balance

of this Agreement shall remain in full force and effect provided that the purposes of this Agreement can still be fulfilled.

26. EFFECTIVE DATE AND TERM:

26.1 This Agreement shall become effective upon the “Effective Date”, which is the first day upon which the Agreement has been executed by both Parties.

26.2 Unless terminated earlier under Section 15, this Agreement shall remain in full force and effect until terminated by mutual written agreement of the Authorized Representatives of the Parties.

26.3 Upon the date of termination of this Agreement, all rights to services provided hereunder shall cease, and neither Party shall claim or assert any continuing right to such services hereunder. However, such termination shall not affect the rights and obligations to pay money for transactions occurring prior to termination. Following the termination of this Agreement, the provisions of Section 12 shall survive for periods when Customer owns the Generation Facility.

27. GOVERNING LAW AND VENUE: This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

28. UNDERSTANDING: This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and there are no other promises, terms, conditions, obligations, understandings, or agreements between the Parties with respect thereto. This Agreement supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter hereof.

29. REPRESENTATION: Each Party has been represented by legal counsel in the negotiation and execution of this Agreement.

30. EXHIBITS: Exhibits A through D attached hereto are incorporated herein by this reference. All terms used in Exhibits A through D, when initially capitalized, whether in the singular or plural tense, shall have the meaning used in this Agreement.

31. **EXECUTION:** IN WITNESS WHEREOF, the signatories hereto represent that they have been appropriately authorized to enter into this _____ - LADWP Customer Generation Interconnection Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed on the day and year written below.

(Customer)
By:

Name (Signature): _____
Name (Print): _____
Title: _____
Date: _____

CITY OF LOS ANGELES ACTING BY AND THROUGH THE
DEPARTMENT OF WATER AND POWER

By:
Name (Signature): _____
Name (Print): _____
Title: _____
Date: _____

EXHIBIT A
CUSTOMER GENERATION DATA SHEETS

Facility Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Owner/Company: _____

Contact Person: _____ Phone: _____

Primary Product/Service of Facility: _____

Unit Start-Up Date: _____

SYSTEM CHARACTERISTICS

Total capacity of Facility [kW DC]: _____

Total capacity of Facility [kW AC]: _____

Total capacity of Facility [kW CEC-AC]: _____

Operations: Schedule _____ hours/day _____ days/year

Typical Daily Profile, O = On and X = Off

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

INTERCONNECTION WITH LADWP

_____ Isolated, no connection to power grid

_____ Parallel, connected to grid to purchase power

_____ Parallel, connected to grid, utility owned or operated

_____ Electric load including planned expansions

GENERATION FACILITY DESCRIPTION

Schematic Diagram and/or Single-Line Diagram

Written Description

(Attach additional pages to this Exhibit A if necessary)

EXHIBIT B

SINGLE-LINE DIAGRAM AND EQUIPMENT LIST FOR THE LADWP FACILITY

If the LADWP Facility is constructed, a single-line diagram and equipment list for the LADWP Facility will be attached to this Exhibit after the LADWP Facility has been designed and constructed. LADWP's Authorized Representative will provide a copy of Exhibit B for Customer's files.

EXHIBIT C

**WRITTEN DESCRIPTION OF THE
CONSTRUCTED OR MODIFIED LADWP FACILITY**

EXHIBIT D

METERS USED BY LADWP AT CUSTOMER'S SITE LOCATION

The meter(s) that are already being used by LADWP for Customer's account at the Customer's Site Location as of the date when Customer executes this Agreement are:

EXHIBIT E

MONTHLY CHARGE FOR MAINTENANCE SERVICE

If the LADWP Facility is constructed or modified, the monthly charge for maintenance service on the LADWP Facility shall be based on the purchase price of all equipment installed at the LADWP Facility necessary for the intended safe Parallel operation of Generation Facility.

Initially, the monthly charge will be equal to one-half (1/2) percent of the estimated cost of such equipment.

The monthly maintenance service charge shall begin on the first day of the first month following the In-Service Date. If the In-Service Date does not fall on the first of the month, the first monthly bill shall be prorated to include the partial month, plus the normal monthly payment. For minimal cost projects, the monthly charge for maintenance service may be billed on a quarterly, semi-annual, or annual basis for the preceding three (3), six (6), or twelve (12) months.

When the actual costs for the LADWP Facility equipment have been determined, the monthly maintenance service charge shall be adjusted to reflect the true cost of the equipment. Adjustments to the monthly charge will also be made whenever equipment is removed or installed pursuant to Subsection 1.3 herein.

The monthly charge for maintenance service shall be adjusted annually by LADWP for inflation. Such adjustments shall be equal to the current monthly charge times the sum of one (1) plus the percentage change in the Consumer Price Index for all Urban Consumers for the Los Angeles area containing all items, not seasonally adjusted, and using 1982-1984=.100 as the reference base (CPI). Adjustments shall become effective January 1 of the first year following the Effective Date. Inflation adjustments shall be made as soon as the CPI information becomes available.