

STANDARD OFFER FOR FEED-IN TARIFF+ SELF-GENERATION AND
BATTERY ENERGY STORAGE SYSTEM (BESS)
INTERCONNECTION AGREEMENT

BETWEEN

(INTERCONNECTION CUSTOMER)

AND

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

Project Location

LADWP NO. _____

Project Name:

This Agreement is made and entered into by and among

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

AND

an LADWP customer (Customer).

LADWP and Customer are sometimes referred to singularly as "Party" and collectively as "Parties".
The Parties 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, or shall establish a retail Electric Service account, at the Customer's Site Location:

Electric Service at this location will be 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 Customer's complete risk and expense, a solar photovoltaic (PV) system and Battery Energy Storage System (BESS), collectively the Facility, of the selected type(s) to operate with LADWP's Electric System at Customer's Site Location (check applicable box(es)). The Facility is described in more detail in Exhibit A of this document.

If it is deemed necessary by LADWP to do so after evaluating the 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 Facility 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 to Exhibit B of this Agreement after such construction.

- 1.3. Customer shall be the person or entity whose LADWP electric service account is associated with the billing meter interconnected to the Facility.

Project Name:

1.4. The interconnection subject to this Agreement shall not be utilized to access wholesale electric markets or to make sales of electric power to anyone other than LADWP. LADWP may direct the flow of Excess Energy at its sole discretion.

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

2.1. **Agreement:** This Standard Offer for Feed-In Tariff+ Self-Generation and Battery Energy Storage System Interconnection Agreement

2.2. **Authorized Representative:** A representative of a Party who is authorized to act on such Party's behalf with respect to the matters contained in this Agreement, provided that such representative shall have no authority to alter, modify, or delete any of the provisions of this Agreement. Customer and LADWP's Director of Clean Grid L.A. - Strategy (CGLAS) Division shall each designate, by written notice(s) to the other(s), an Authorized Representative.

2.3. **Battery Energy Storage System (BESS):** As described in Exhibit A of this Agreement.

2.4. **BESS Capacity:** The rated capacity in kilowatts alternating current of the Battery Energy Storage System at the Point of Delivery.

2.5. **Capacity:** The total discharge capacity of the Facility in kilowatts alternating current, at the Point of Delivery.

2.6. **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.

2.7. **Competitive Offer Power Purchase Agreement (COPPA):** The Competitive Offer Power Purchase Agreement between the LADWP and Customer, relating to the Feed-in Tariff Plus Pilot Program project at the Customer's Site Location, as may be amended, supplemented or otherwise modified from time to time.

2.8. **Customer:** The LADWP customer or Feed-in Tariff+ applicant required to establish a customer account for the project at the Customer's Site Location.

2.9. **Customer Submittal Package:** The information to be provided by Customer as listed in Subsection 3.6 of this Agreement.

2.10. **Customer's Site Location:** The location described in Subsection 1.1 of this Agreement.

2.11. **Electric Service:** As defined in the Rules.

Project Name:

- 2.12. 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.
- 2.13. Emergency Condition: A condition or situation: (1) that in 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 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, the Generation Facility. System restoration and LADWP's black start shall be considered Emergency Conditions.
- 2.14. Facility: All of Customer's electrical and mechanical equipment described in Exhibit A and as described in Subsection 1.2 of this Agreement that is associated with the generation and discharge of electricity at Customer's Site Location.
- 2.15. Generation Facility: Another term for Facility, which has the same meaning as Facility and may be used interchangeably with Facility from time to time.
- 2.16. In-Service Date: The date of initial interconnection of the Customer's Facility to LADWP's Electric System.
- 2.17. 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, 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 Facility with LADWP's Electric System.
- 2.18. LADWP's Electric System: LADWP's 4.8 kV distribution systems.
- 2.19. LADWP Facility: Electrical and mechanical equipment required and installed, owned, operated, and maintained by LADWP for the intended safe Parallel operation of the Facility. This equipment, further described in Exhibit B and Exhibit D of this Agreement, is deemed by LADWP to be appurtenant and/or incidental to the Facility and will be located at the site of the Facility.
- 2.20. 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.

Project Name:

- 2.21. Normal Operation: Operations mode where PV Solar and BESS energy is exported directly to LADWP's electric grid.
 - 2.22. Parallel: Interconnecting and operating "in parallel" with LADWP's Electric System for longer than one second.
 - 2.23. Peak Shaving Operations: The transition to an alternative operations mode that allows the Facility to reduce demand from the LADWP grid by offsetting some of the energy load at the Customer's Site Location, including, but not limited to, peak electric load in accordance with the FIT+ Pilot Program Guidelines.
 - 2.24. Point of Delivery (POD): The location where the Facility's wiring terminates and electrical energy is required to be delivered to LADWP by the Customer. At the POD, the Customer's wires are connected to LADWP equipment and conductors.
 - 2.25. 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.
 - 2.26. 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.
 - 2.27. Resiliency Operations: The transition into an emergency mode that allows the Facility to provide backup power to loads at the Customer's Site Location during a planned or unplanned LADWP outage.
 - 2.28. 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.
 - 2.29. Service Point: The point of interconnection between Customer's Facility 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 FIT+ account at the Customer's Site Location, such meter(s) are described in Exhibit C.
- 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 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).

Project Name:

- 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. Customer agrees to accept electric service and supply from LADWP subject to the conditions of supply as provided by LADWP at Customer's Site Location. LADWP will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of Electric Service to 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.
- 3.4. 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 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, servants, or agents. Furthermore, to the extent of liabilities expressly assumed by Customer hereunder, Customer shall provide a complete waiver of subrogation rights in favor of LADWP from all insurance carriers providing coverage to Customer.
- 3.5. The Facility shall not be operated in Parallel with LADWP's Electric System until LADWP has completed an inspection of the Facility and authorized connection thereof to LADWP's Electric System.

4. RESPONSIBILITIES OF THE CUSTOMER:

- 4.1. Customer shall own and operate, at Customer's complete risk and expense, the Facility in compliance with the Laws, Rate Ordinances, Electric Service Requirements, Prudent Utility Practices, and manufacturers' requirements applicable to ownership and operation of the Facility. A person or entity acting on Customer's behalf may operate and maintain the Facility in compliance with this Agreement and the Laws, Rate Ordinances, Electric Service Requirements, Prudent Utility Practices, and manufacturers' requirements applicable to ownership and operation of the Facility. Meeting this requirement shall not relieve Customer of its obligations under 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:

Project Name:

- Electrical plans including load schedules and single-line diagrams; and
 - Plot and Customer's Site Location development plan(s) showing generator, disconnect, and metering equipment locations and LADWP access to generator, disconnect, and metering equipment locations; and
 - Energy Source Information:
 - 1) Maximum kilowatt rating
 - 2) Nominal voltage output
 - 3) Voltage regulation
 - 4) Maximum fault current contribution; and
 - Protective system information:
 - 1) Protective system plan
 - 2) Manufacturer's data sheets and maintenance requirements for protective equipment; and
 - Any additional information required by LADWP.
- 4.3. The single-line diagrams required from Customer shall be attached as part of Exhibit A of this Agreement.
- 4.4. All documents described in Subsection 4.2 shall be maintained and updated by Customer during the term of this Agreement, and such updates shall be provided to LADWP upon request.
- 4.5. If the LADWP Facility is modified or constructed, a written description of the LADWP Facility will be attached as Exhibit D of this Agreement after construction.
- 4.6. 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.
- 4.7. LADWP shall not, by reason of review or failure to review, be responsible for strength, quality, details of design, operation and maintenance practices, adequacy, or capacity of the Facility or its constituent equipment, nor shall LADWP's acceptance be deemed to be an LADWP approval or endorsement of the Facility or any other connected equipment of Customer. LADWP shall not be responsible for specified or expected Facility performance, service, warranty, or other guarantees. LADWP provides no guarantees of reliable function of Facility during a grid outage.
- 4.8. 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.

Project Name:

- 4.9. Customer shall operate and maintain the Generation Facility in accordance with the applicable Electric Service Requirements, Prudent Utility Practices, and this Agreement.
- 4.10. 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.
- 4.11. 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.
- 4.12. Failure of Customer to comply with Subsection 4.11 within a reasonable period of time after receipt of such written notice as provided in Subsection 4.11 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, provided, however, that Customer shall be entitled to utilize and consume the electric energy produced and stored by Facility in accordance with the Laws, Rate Ordinances, Rules, Electric Service Requirements, COPPA, and this Agreement. LADWP shall not be required to provide any electric service that would not comply with the Laws, Rate Ordinances, Rules, Electric Service Requirements, and this Agreement.
- 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

Project Name:

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 1.2, 3.2, 5.2, 5.4, 6.2, and Section 8 of this Agreement.

6. METERING:

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

- 6.2. LADWP shall install, at Customer's complete 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. LADWP-installed metering equipment and recorders shall be independent from and not connected to the generation or storage control systems.
- 6.3. Installation, operation, and responsibility for protective equipment shall be as set forth in the Electric Service Requirements. This includes installation by LADWP of telemetering equipment, at Customer's complete expense, for Parallel Self Generation Facilities and BESS as required by the LADWP Electric Service Requirements.
- 6.4. On the In-Service Date, the demand, as recorded by LADWP's revenue meters at the Service Point, shall be reset to zero for billing purposes. Any demand incurred after the In-Service Date shall be used to determine the amount of the demand charges described in the applicable Rate Ordinance(s) or rate contract(s).
- 6.5. 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.
- 6.6. 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.
- 6.7. 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 FACILITY:

- 7.1. The Parties recognize that, from time to time, certain improvements, additions, or other changes to the interconnection and protection equipment at the Facility or elsewhere at

Project Name:

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 notice from LADWP's Authorized Representative. Failure of Customer to comply within a reasonable period of time after receipt of such written notice may result in the Generation Facility being disconnected from LADWP's Electric System.

- 7.2. The Parties recognize that, from time to time, certain improvements, additions, or other changes to LADWP's Electric System may be required for the intended safe Parallel operation of the Generation Facility. LADWP shall have the right to make those changes in accordance with Prudent Utility Practices and with reasonable advance notice to Customer. LADWP shall bill Customer for such improvements, additions, or other changes in accordance with this Agreement.
- 7.3. 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 5.4 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 their 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.
- 7.4. 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 upon the occurrence of an Emergency Condition involving the Generation Facility. In addition, LADWP shall require Customer to disconnect the Generation Facility immediately from LADWP's Electric System (i) to allow LADWP to repair, replace, or maintain any equipment associated with LADWP's Electric System or (ii) if conditions on LADWP's Electric System require a reduction of Parallel generation for LADWP Power System reliability purposes.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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.

Project Name:

- 7.8. LADWP may, and without any liability therefor, and without prior notice, interrupt Electric Service to 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 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.
- 7.9. In the event of a planned or unplanned LADWP grid outage, the Customer may conduct Resiliency Operations in accordance with the COPPA and FiT+ Pilot Program Guidelines.

8. INTERCONNECTION BILLING DETERMINANTS:

- 8.1. 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.
- 8.2. 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 seven percent (7%) 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.
- 8.3. LADWP shall bill Customer for the amount of the Interconnection Costs based on the detailed cost estimate, less the amount previously advanced pursuant to Subsection 8.2.
- 8.4. 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.
- 8.5. 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 adjustments 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.
- 8.6. If it is determined, pursuant to Subsection 1.2 or 5.2 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.

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

Project Name:

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.

10. BILLINGS AND PAYMENTS

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

- 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

- If to Customer:

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

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

- If to Customer:

10.3. Each Party may change, by written notice to the other Parties, 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:

Project Name:

- 1) Any purpose related to furnishing or receiving electric energy, including, but not limited to, inspection and maintenance; or
 - 2) In order to exercise any and all rights secured to LADWP by Law, this Agreement, the Electric Service Requirements, or the Rules.
- 11.2. While on Customer's premises, LADWP shall abide by Customer's safety rules and regulations.

12. INDEMNIFICATION: Customer undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, and their boards, officers, agents, employees, assigns, representatives, successors-in-interest, contractors, and subcontractors, and, at the option of LADWP, defend the same, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury, or personal injury to any person, including Customer's employees and agents, or damage or destruction to, or loss of use of, any property of either party hereto or third persons, in any manner arising by reason of or incident to this Agreement, including, but not limited to, disposal and/or recycling of the Facility, except for those resulting from the sole negligence or willful misconduct of LADWP.

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 Power Engineering who shall use their best efforts for resolution.
- 13.4 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.
- 13.5 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.

Project Name:

13.6 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:
- 1) Failure by Customer to make payment to LADWP of uncontested amounts when due; or
 - 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
 - 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(s) 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(s) 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 complies with the provision by the established date to achieve compliance, then LADWP will take no further action regarding that instance of non-compliance.
- 14.2. 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: LADWP shall be entitled to monetary damages based on proof of actual damages resulting from default of Customer. Customer shall be entitled to monetary damages based on proof of actual damages resulting from default of LADWP. Whichever of LADWP or the Customer is 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 of this Agreement.

16. FORCE MAJEURE: No 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). If LADWP is rendered unable to fulfill any obligation under this Agreement by reason of a Force Majeure event, LADWP shall give written notice of such fact to Customer within five (5)

Project Name:

days of such inability and shall exercise due diligence to remove such inability with all reasonable dispatch. If Customer is rendered unable to fulfill any obligation under this Agreement by reason of a Force Majeure event, Customer shall give written notice of such fact to LADWP within five (5) days of such inability and shall exercise due diligence to remove such inability with all reasonable dispatch. All Parties shall use reasonable efforts to mitigate the effect of a Force Majeure event.

17. AUTHORIZATION 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 any Party to demand or enforce strict performance of provisions of this 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 LADWP to Customer or the public or by Customer to LADWP 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 communications regarding this Agreement shall be deemed to be made on the date of delivery if delivered in person, three (3) calendar days after mailing if sent by registered or certified mail (postage prepaid), or on the date sent by email, to the person specified below unless otherwise provided in this Agreement:

- If to Customer:
Contact Name: _____
Contact Address: _____
Email: _____ Phone: _____

- If to LADWP:
Department of Water and Power of the City of Los Angeles
111 N. Hope St. Room 940
Los Angeles, CA 90012
Attention: LADWP Feed-in Tariff+

22.2. LADWP may change, by written notice to Customer, the name or address of the person to receive written communications regarding this Agreement.

Project Name:

22.3. Customer may change, by written notice to LADWP, the name or address of the person(s) to receive written communications regarding this Agreement.

23. TRANSFER OF INTEREST: No Party shall assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Parties. The consent to assign or transfer shall not be unreasonably withheld. LADWP's Director of Clean Grid L.A. – Strategy Division 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 LADWP and Customer under this Agreement are several and not joint or collective with respect to each other. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture between LADWP and Customer or to impose a trust or partnership duty, obligation, or liability on LADWP or Customer with regard to the other Party.

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 fully effective portion 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 all 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 Parties, until LADWP is made aware that Customer no longer has the right to use the Facility, or until termination of the COPPA, whichever event occurs first.

26.3. Upon the date of termination of this Agreement, all rights to services provided hereunder shall cease, and no 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 has the right to use the 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. Customer must comply, to the extent applicable, with California law governing claims by or against public entities and presentment of such claims.

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

Project Name:

29. REPRESENTATION: Each Party has been represented by legal counsel in the negotiation and execution of this Agreement. Each Party agrees that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs.

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.

REMAINDER OF PAGE IS BLANK

Project Name:

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

CUSTOMER:

CUSTOMER: _____

NAME (SIGNATURE): _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

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

NAME (SIGNATURE): _____

NAME (PRINT): _____

TITLE: General Manager and Chief Engineer

DATE: _____

Project Name:

EXHIBIT A

Please select the applicable Facility information as shown below. For further information, please refer to the FiT+ Pilot Program Guidelines.

Facility Characteristics

FiT+ Operation Mode(s)
(Check all that apply)

- Normal
- Resiliency
- Peak Shaving

Submittal Type
(Check only one)

- New PV & BESS System
- Retrofit of Existing LADWP
- FiT PV System

Connection Type
(Check only one)

- AC Coupled
- DC Coupled

Generation Facility Capacity

A. Normal:

PV kW CEC-AC		+	BESS kW-AC
_____			_____

B. Resiliency:

PV kW CEC-AC		+	BESS kW-AC
_____			_____

C. Peak Shaving:

PV kW CEC-AC		+	BESS kW-AC
_____			_____

Total Output AC Capacity:

CUSTOMER GENERATION AND BESS DATA SHEETS

Generation Facility and Battery Energy Storage System (BESS) Project Information					
Facility Name:					
Facility Address:					
Owner Name:					
Project Contact Person:					
Project Contact Person Phone:					
Expected Construction Start Date:					
Expected Commercial Operation Date:					
Interconnection Operating Voltage:					
<u>ECONOMIC CHARACTERISTICS:</u>					
Capital Costs	\$	O&M Costs	\$/Year	Energy Costs	\$/Year
<u>GENERATION FACILITY DESCRIPTION:</u> (Attach additional pages to Exhibit A if necessary)					
Attached Schematic and/or Single-Line Diagram:					
Written Description:					

Facility Details

Facility Installer and License type
(A , B , C-10 or C-46): _____

Battery Make: _____

Battery Model: _____

Battery Energy Capacity (kWh): _____

Battery Duration (2, 4, or other) _____

Inverter Nameplate Rating (kW)* _____

PV CEC-AC Rating (kW) _____

Inverter AC Power Output (kW)*: _____

Grid Interface Device Make &
Model Number (Inverter): _____

AC or DC Coupled
Interconnection:

Indoor/Outdoor Enclosure Rating: _____

Battery Chemistry: _____

Number of Battery Packs: _____

Location: Indoor / Outdoor _____

Battery Shape (Check One):

Prismatic Pouch Cylindrical

Number of Inverters: _____

Number of Convertors or DC-DC
Charger: _____

Continuous Rated Storage
Charging Power (kW): _____

Battery Charge Voltage (V): _____

Continuous Rated Storage
Discharging Power (kW): _____

Maximum Charge Rate (kW): _____

Maximum Discharging rate (kW): _____

Maximum Discharging Capacity
(Ah): _____

Usable Energy Capacity (100% Depth of Discharge): _____

Roundtrip Efficiency: _____

Rated Cycle Lifetime Span: _____

Battery Life Cycle (Charge/discharge): _____

APPROXIMATE TIMES FOR BESS CHARGE AND DISCHARGE:

Charge Hours:

0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	2	2	2	2	2
1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discharge Hours:

0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	2	2	2	2	2
1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROXIMATE TIMES FOR PV GENERATION:

Generation Hours:																							
0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	2	2	2	2	2
1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LADWP USE ONLY:																							
Account Representative:																							
IS No.												Voltage Connection:											

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

METERS USED BY LADWP AT CUSTOMER'S SITE LOCATION

EXHIBIT D

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