

EXHIBIT A

**FORM INTERCONNECTION AGREEMENT FOR GENERATION
AND/OR ENERGY STORAGE SYSTEM
BETWEEN
CITY OF GLENDALE
AND
[INSERT NAME]**

This Form Interconnection Agreement for Generation and/or Energy Storage System ("Interconnection Agreement"), dated as of the date of the last signatory hereto ("Effective Date"), and assigned Interconnection ID Number: INT#_____ (to be inserted by GWP), is entered into by and between [INSERT NAME] ("_____"), [TYPE OF ENTITY, e.g. individual or corporation] ("Customer"), and the City of Glendale, a municipal corporation, acting through its utility department, Glendale Water & Power ("GWP"), referred to herein jointly as Parties or individually as Party. If Customer is a Tenant (as defined herein), Property Owner [INSERT NAME] ("_____") is also hereby made a Party to this Interconnection Agreement.

1. APPLICABILITY AND DEFINITIONS

1.1 This Interconnection Agreement provides for Customer to interconnect and operate its Generating Facility (as described in Exhibit A) in parallel with GWP's Distribution System. Customer shall be a Customer of GWP prior to Customer's execution of this Interconnection Agreement.

1.2 This Interconnection Agreement will not be utilized to facilities that qualify for net energy metering under GWPs Rules and Regulations, unless otherwise specified by GWP.

1.3 Definitions.

"Authorized Representative" shall mean a representative of Party who is authorized to act on such Party's behalf with respect to matters contained in this Interconnection Agreement, provided that such Authorized Representative shall have no authority to amend, alter, delete or otherwise modify any of the provisions of this Interconnection Agreement.

"Customer" shall be the person or entity whose GWP account is associated with the billing meter interconnected to the Generating Facility.

"Distribution System" shall mean the wires, transformers, and related equipment within GLENDALE's utility service territory and serving Customer's electrical loads at the Location identified herein.

"GWP Interconnection Facilities" shall mean GWP-owned Interconnection Facilities, which are generally located on the GWP side of the Point of Interconnection.

"Property Owner" shall be the person or entity that owns the real property at the Customer's Location.

“Tenant” means a Customer who is not the Property Owner at the Location, but who has the legal right to occupy the Location under a lease or other relevant document.

Other capitalized terms not defined herein shall be defined as set forth in the GWP’s Electric Service Requirements.

2. DESCRIPTION OF FACILITY

2.1 Customer owns or leases the property located at: [INSERT ADDRESS], GLENDALE, California [INSERT ZIP CODE] (“Location”).

2.2 Customer has elected to interconnect and operate a Generating Facility (which may include battery or other energy storage) on the Property in parallel with GWP’s Distribution System. Prior to commencement of construction of the Generating Facility, Customer shall submit the Facility’s plans and design package for review and approval consistent with applicable GWP design, construction, and operations standards and practices and Prudent Electrical Practices. Such review or approval shall be in accordance with GWP Rates, Rules and Regulations, and shall not impose or create any additional liability on or for GWP and shall not relieve Customer of any responsibility or liability which Customer may have under this Interconnection Agreement or by law.

2.3 Upon approval of the Generating Facility’s plans and design package, the Facility shall not be relocated or modified without GWP’s written consent.

3. INTERRUPTION OR REDUCTION OF PRODUCTION

3.1 GWP may require Customer to interrupt or reduce operation of the Generating Facility: (a) when necessary or advisable as determined by GWP in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of GWP’s equipment or part of its system; (b) if GWP determines in its sole discretion that curtailment, interruption, or reduction is necessary because of emergencies (of any nature), forced or scheduled outages, force majeure, or compliance with Prudent Electrical Practice or (c) when the Facility or its operation endangers GWP’s personnel, any person, GWP’s Distribution System, the environment, or any property; or (d) when Customer fails to operate the Generating Facility in conformance with applicable municipal, state, and federal law, including, but not limited to Glendale’s Rates, Rules and Regulations. No payment or penalty shall be paid by GWP for such interruption or reduction in Generating Facility operation.

3.2 Whenever reasonably possible, GWP will give Customer reasonable notice of the possibility or actual interruption or reduction of energy deliveries that may be required. Notwithstanding the foregoing, GWP will not be liable for failure or delay in providing such notice.

3.3 GWP shall not be required to provide notice to Customer if at any time GWP, in its sole discretion, determines that an emergency or unsafe operating condition exists related to

Customer's Generating Facilities or other equipment. The Generating Facility shall remain disconnected until such time as GWP determines that the condition(s) have been corrected to GWP's satisfaction.

4. INTERCONNECTION FACILITIES AND CUSTOMER'S PAYMENT FOR INTERCONNECTION

4.1 Customer acknowledges, accepts, and agrees that connection and operation of the Generating Facility shall be subject to the terms and conditions set forth in this Interconnection Agreement and Glendale's Rates, Rules and Regulations.

4.2 Payment. Customer agrees to pay, in full, for all estimated design and construction costs of Interconnection Facilities including, but not limited to all electrical wires, switches, and related equipment that are required to allow the interconnection of the Generating Facility to the Distribution System ("Interconnection Facilities Costs"), and as such Interconnection Facilities are more fully defined in GWP's Electric Service Requirements, which Interconnection Facilities are identified in Exhibit B. Any consultant or third-party study, design or construction work is an actual-cost pass through, and included in the Interconnection Facilities Costs. A deposit of 10% of the estimated Interconnection Facilities Cost is due upon Customer's execution of this Interconnection Agreement. Such fees and charges shall be as adopted by the City of Glendale fee process including but not limited to the City Council's amendment of GWP's Rates, Rules and Regulations ("Adopted Fees"). After GWP completes calculations of any Interconnection Facilities Costs (at GWP's discretion all or a portion thereof), an invoice will be sent to Customer for the balance of the Interconnection Facilities Cost (90%), which shall be paid within thirty (30) days. No GWP activity to complete the tasks contemplated by this Interconnection Agreement until payment has been received. Generally, Interconnection Facilities on the customer side of the Point of Interconnection will be owned and operated by Customer (unless otherwise specified by GWP), and Interconnection Facilities on the GWP side of the Point of Interconnection ("GWP Interconnection Facilities") will be owned and operated by GWP. Customer shall pay the full cost of all Interconnection Facilities and GWP Interconnection Facilities.

(a) If the actual costs incurred by GWP for Interconnection Facilities Costs are less than those costs paid to GWP by Customer, GWP shall refund to Customer the remaining funds without interest within sixty (60) days of interconnection of the Generating Facilities.

(b) If the actual costs incurred by GWP for Interconnection Facilities Costs exceed the costs paid to GLENDALE by Customer, Customer shall pay GWP the additional funds without interest within sixty (60) days of receipt of an invoice from GWP.

Ongoing Operation and Maintenance Costs. Customer shall be billed for operating and maintenance (O&M) costs as is needed. Customer shall pay the estimated O&M cost in advance. If actual costs exceed estimate, Customer must submit the difference. If costs are less than the estimate, the excess amount is refunded to Customer. If the O&M project or the Interconnection Agreement itself is terminated, the O&M Costs are refundable to Customer unless and to the extent work has been undertaken. Any consultant or third-party study, design

or construction work is an actual-cost pass through.

4.3 The Interconnection Facilities are generally described in Exhibit B (the design and construction of which may be more fully developed by GWP during the design and construction phases after payment by Customer is received) and a one-line diagram of the interconnection at the Point of Interconnection to GWP's Distribution System is included as Exhibit C. GWP Interconnection Facilities provided under this Interconnection Agreement, if any, shall at all times be and remain the sole property of GWP and shall be owned, maintained, and operated by GWP.

4.4 GWP shall design, procure, construct, install, and own any of the identified system upgrades beyond the Delivery Point, and including the GLENDALE meter(s), that may be required in order to connect a Generating Facility, including any necessary GWP Interconnection Facilities ("System Upgrades"). The actual cost of the System Upgrades, including overheads, shall be borne by Customer.

4.5 Upon discontinuance of the use of the GWP Interconnection Facilities due to termination of this Interconnection Agreement, or otherwise, (a) GWP shall have the right, within one hundred eighty (180) days, but not the obligation, to remove any portion of the GWP Interconnection Facilities located on the property where the GWP Interconnection Facilities are installed, and (b) all cost of removal of any portion of the GWP Interconnection Facilities will be solely borne by Customer, and Customer shall pay GWP within twenty (20) days of receipt of an invoice from GWP. Alternatively, GWP may request Customer to remove (or arrange for the removal of) such GWP Interconnection Facilities at Customer's expense, or keep the GWP Interconnection Facilities, at GWP's discretion.

4.6 Unless specified in a signed, valid Power Purchase Agreement ("PPA") or other applicable agreement between the Parties, GWP will not be liable (and will not pay for) any energy delivered by Customer onto GWP's Distribution System. Unless otherwise specified in a relevant agreement, any energy received by GWP will be inadvertent energy. Other than as may be specifically set forth in any law, rule or regulation, no Customer or counterparty to an executed Interconnection Agreement is guaranteed any expectation of a PPA or other power purchase arrangement with GWP.

4.7 This Interconnection Agreement does not change any of Customer's ordinary rates, payments or fees for electric service at the Location, which shall be according to Glendale's Adopted Fees. Payments under this Interconnection Agreement shall be in addition to such other rates, payments or fees.

4.8 Interconnection Schedule. Upon complete execution of this Interconnection Agreement, GWP will proceed to the design, construction and other phases necessary to complete the process contemplated herein. Upon request, GWP will provide a status update to Customer after six (6) months, and thereafter upon each request at six (6) month intervals. Due to the variety and complexity of system improvements and other GWP efforts that may be required, GWP cannot guarantee a particular timeframe for final completion of the tasks contemplated herein. Customer acknowledges this timeframe and any mitigation or planning efforts to account for design or construction timing must be taken by Customer at Customer's own

expense. GWP will not be responsible for any costs incurred by Customer as a result of timing for completion.

5. DESIGN, OPERATION, AND MAINTENANCE REQUIREMENTS

5.1 Customer shall be responsible for the design, installation, operation and maintenance of the Generating Facility (for the purposes of this Section and all other design, operation, maintenance, liability and other like requirements in this Interconnection Agreement, the term "Generating Facility" includes any Interconnection Facilities and equipment on the customer side of the Point of Interconnection) and shall obtain and the Customer is responsible for obtaining and maintaining all local building permits and final inspections with the City of Glendale Building & Safety Department and any other jurisdictional agency (collectively, "Permitting Agencies").

5.2 In its design, operation, and maintenance of the Generating Facility, Customer shall at all times conform to all applicable laws, regulations and safety and performance standards including but not limited to those established by (a) the National Electrical Code (NEC) as amended or supplemented, (b) the Institute of Electrical and Electronics Engineers (IEEE) or its successor, (c) accredited testing laboratories such as Underwriters Laboratories, (d) applicable state and federal law, (e) applicable building codes, (f) General Order 95 for State of California General Order for overhead line construction and General Order 128 for construction of underground supply system and communication systems, (g) Glendale's Rates, Rules and Regulations, including the Electric Service Requirements, and (h) Prudent Electrical Practice.

5.3 Customer shall permit GWP to inspect and shall promptly provide GWP copies, at Customer's expense, of Customer's testing and maintenance records for the Generating Facility. Customer shall, at Customer's expense, provide GWP upon GWP's request with inspection and maintenance reports in a form reasonably satisfactory to GWP at least every other year during the term of this Interconnection Agreement.

5.4 Customer shall reimburse GWP for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to comply with this Section. In its sole discretion, and without limiting its other remedies, GWP may immediately disconnect the Generating Facility, if Glendale determines that the Generation Facility does not comply with this Section 5.

6. CONDITIONS OF GENERATING FACILITY OPERATIONS

6.1 Customer shall interconnect with GWP energy from the Generating Facility to GWP at GWP's meter at the designated Point of Interconnection.

6.2 In no event shall the Generating Facility's capacity exceed the Nameplate Rating set forth in Exhibit A of this Interconnection Agreement, or be otherwise increased without prior written consent of GWP. Customer shall maintain a power factor within the range of 0.95 leading to 0.95 lagging at the interconnection point unless GWP has established different requirements such that Customer's generation will not adversely affect the voltage regulation of GWP's electric system.

6.3 Customer, and not GWP, shall be solely responsible for all legal and financial obligations arising from the construction, installation, design, operation, and maintenance of the Generation Facility in accordance with all applicable laws and regulations.

6.4 Metering / Telemetry

6.4.1 Any and all energy produced under this Interconnection Agreement shall be measured using revenue quality electrical meters and equipment owned, operated and maintained by GWP. The Facility shall be metered at the location designated on Exhibit C.

6.4.2 GWP shall furnish and install, at Customer's sole cost and expense in accordance with Glendale's Rates, Rules and Regulations, one or more standard watt-hour meters to read energy generated by the Generation Facility. When requested, Customer shall provide and install a meter socket in accordance with GWP's metering standards. GWP, in its sole discretion, reserves the right to install additional metering equipment.

6.5 Customer shall not connect the Generating Facility, or any portion of it, to the GWP Distribution System, until written approval for the Generating Facility has been given to Customer by GWP. GWP shall have the right to have its representatives present at the initial testing of the Generating Facility.

6.6 Customer may reconnect its Generating Facility to GWP's Distribution System following normal operational outages and interruptions of the Generating Facility without notifying GWP unless GWP has disconnected service, or GWP notifies Customer that a reasonable possibility exists that reconnection will pose a safety hazard.

6.7 If GWP has disconnected service to the Generating Facility, or GWP has notified Customer that a reasonable possibility exists that the reconnection will pose a safety hazard, Customer may request that GWP authorize re-connection of the Generating Facility. Depending upon the reason for the disconnection or non-operation of the Generating Facility, GWP may request (at Customer's expense) inspections and/or corrections, and releases from appropriate Permitting Agencies, and any other data or information necessary for GWP to determine in GWP's sole discretion whether re-connection shall be authorized.

6.8 The Generating Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with the GWP's Distribution System shall be designed, installed, constructed, operated, and maintained in compliance with the standards and requirements set forth in this Interconnection Agreement, the Electric Service Requirements, and all Glendale Rates, Rules and Regulations. Compliance with all standards is mandatory unless prior written approval is provided by GWP for those specific items not in compliance. Exemptions shall be in writing, signed by GWP, and shall be attached to and become a part of this Interconnection Agreement.

6.9. Microgrids. If Customer Generating Facility and/or the Interconnection Facilities will act as a Microgrid, GWP will provide additional operating, control and data reporting parameters to Customer ("Microgrid Operational Requirements") as needed, after consultation with Customer

regarding the specific operating characteristics of Customer's Microgrid. At GWP's discretion, these Microgrid Operational Requirements will be memorialized in writing in the Exhibits to this Interconnection Agreement, in an Amendment to this Interconnection Agreement, or in a separate agreement between the Parties. GWP is not obligated to support the operation of any particular type of Microgrid operation or contractual arrangement, including but not limited to a PPA, demand response agreement or other arrangement. For the purposes of this Interconnection Agreement, "Microgrid" shall have the definition set forth in Cal. Public Utilities Code Sec. 8370(d). It is understood and acknowledged by Customer that GWP's Distribution System may have operational limitations that may not support all potential Customer Microgrid functionalities that may be considered by Customer.

7. ACCESS TO PREMISES

GWP may enter the Property: (a) to inspect, as GWP deems necessary, Customer's protective devices and to read or test meters; (b) to disconnect, without notice, the Generating Facility if, in GWP's sole opinion, an emergency or unsafe operating condition exists related to Customer's Generation Facility or Interconnection Facilities; and/or (c) as otherwise permitted under GWP's Electric Service Requirements and Glendale's Rates, Rules and Regulations. Self-reads and reads from adjacent properties are not permitted.

GWP may enter the Customer's premises without prior notice:

- (a) to inspect at all reasonable hours the Generating Facility's protective devices and read or test any meter for the Generator or Generating Facility.
- (b) to disconnect, at any time, without notice, the Generating Facility or any portion thereof if, in GWP's sole opinion, a hazardous condition exists and that immediate action is necessary to protect persons, or GWP's facilities or property of others from damage or interference caused by but not limited to the following:
 - a. (1) the Generating Facility or
 - b. (2) the Customer and/or Customer's failure to comply with requirements of these provisions; and
 - c. (c) if applicable, monthly to read the digital meter for billing purposes.

Further, GWP shall have, at all times (24/7/365), ingress and egress from the facility as necessary to fulfill all of GWP's responsibilities and duties under this Interconnection Agreement, GWP's Electric Service Requirements and Prudent Electrical Practices.

Additional Property Access

When necessary, Customer (or if Customer is a Tenant, Property Owner) shall, and hereby does grant to GWP (or shall obtain for GWP, and provide acceptable documentation to GWP thereof):

- i) the right to install the GWP-owned Interconnection Facilities ("GWP Interconnection Facilities") and related equipment or materials on real property along the most practical route which is of sufficient width to provide legal and safe clearance from all structures now or hereafter erected on said real property ("Necessary Real Property"); and

- ii) the right of ingress and egress from said Necessary Real Property as reasonably necessary for GWP to operate, maintain, and remove the Interconnection Facilities.
- iii) Where formal rights of way and /or easements are required on or over said Necessary Real Property or the property of some third party for the installation of the Interconnection Facilities, Customer agrees that GWP's obligation to install the Interconnection Facilities is expressly conditioned on the granting, without cost to GWP, of any and all necessary rights of way and/or easements to GWP. Customer's obligations to provide access rights as set forth herein are ongoing obligations.

8. FORCE MAJEURE

8.1 Any Party to this Interconnection Agreement shall be excused from performance under this Interconnection Agreement to the extent, but only to the extent, that performance hereunder is prevented by an act or event of Force Majeure. For purposes of this Agreement Force Majeure means 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 not the responsibility of the Party affected, act of God, 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"). Any affected party claiming Force Majeure shall exercise due diligence to overcome or mitigate the effects of such an act or event of Force Majeure; provided, however, that nothing in this Interconnection Agreement shall be deemed to obligate the Party affected by an act or event of Force Majeure to forestall or settle any strike, lock-out or other labor dispute against its will.

8.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the Force Majeure shall, as soon as practicable under the circumstances, notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance.

8.3 If a Party is prevented from performing its material obligations under this Interconnection Agreement for a period of twelve (12) consecutive months or longer, the unaffected Party may terminate this Interconnection Agreement, without liability of either Party to the other, upon thirty (30) days written notice at any time during the Force Majeure event.

9. INDEMNITY AND LIABILITY

9.1 Customer agrees to indemnify, defend (at City's option) and hold harmless City, GWP their officers, agents, employees, representatives, and volunteers (collectively, "City Indemnitees") from and against any and all third-party claims, suits, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, injuries, demands, defense costs, actions, liability (actual or alleged; in contract or tort; for bodily injury; or otherwise), or damages of any kind or nature arising out of or in connection with Customer's engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facilities, or the making of replacements,

additions of any kind, betterments to, or reconstruction of the Generating Facilities or any other actions or inactions of Customer under this Interconnection Agreement or Glendale's Rates, Rules and Regulations (collectively, "Claims"), except to the extent such Claims arise out of the sole active negligence or willful misconduct of GWP. Such duty to provide indemnity to City Indemnitees shall include expenses, which expenses include but are not limited to, attorneys' fees (through attorneys reasonably acceptable to City); costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding or appeal; fees of accountants, expert witnesses, contractors or other professionals; and pre- or post- judgment interest or settlement interest.

9.3 Notwithstanding any other provision of this Interconnection Agreement, City Indemnitees shall not be liable for damages of any kind or nature to the Generating Facility or any other Customer equipment or damages caused by any electrical disturbance of the GWP system or on the system of another utility or other entity, whether or not the electrical disturbance results from the negligence of GWP.

9.4 In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages whatsoever.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy and shall survive the termination of this Interconnection Agreement.

10. INSURANCE

10.1 Without limiting GWP's right to indemnification, it is agreed that Customer shall secure, prior to commencing any activities under this Interconnection Agreement, and maintain, during the term of this Interconnection Agreement, insurance coverage as follows:

(a) For Generation Facilities up to 30kW (CEC-AC), Customer shall provide GWP with copies of all residential (may be homeowners') or commercial insurances in force and effect for the Location.

(b) For Generation Facilities greater in size than 30kW (CEC-AC), Customer shall provide:

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount not less than \$1,000,000 per occurrence, \$1,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than \$5,000 per occurrence, provided that such deductible is disclosed to City, in writing, at the inception of this Interconnection Agreement.

10.2 Prior to the commencement of work under this Interconnection Agreement, Customer shall submit to City an insurance certificate evidencing the insurance required in this Section, and stating that said insurance provides, either by endorsement or suitable blanket policy

language, that this insurance shall not be cancelled without thirty (30) calendar days prior written notice to City, except in the event of cancellation for non-payment of premium which shall provide for not less than ten (10) days' notice.

10.3 City is hereby authorized to modify the requirements set forth in Sections 10.1 and 10.2 in the event City determines that such reduction or modification is in City's best interest.

11. GOVERNING LAW AND VENUE

This Interconnection Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. In the event that suit is brought by a Party, the Parties agree that trial of such action shall be vested exclusively in the State Court of California, County of Los Angeles, or in the United States District Court, Central District of California, in the County of Los Angeles regardless of choice of law or *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.

12. AMENDMENTS, MODIFICATIONS, OR WAIVER

Any amendments or modifications to this Interconnection Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Interconnection Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing. The information contained in Exhibits A, B, and C may be changed, added to, or amended from time to time on the same terms and conditions as reflected in this Interconnection Agreement subject to the mutual agreement in writing by each Party's authorized representative. Such mutual written agreement by each Party shall be deemed a change, addition, or an amendment of this Interconnection Agreement not requiring further amendment to the entire Interconnection Agreement.

13. ASSIGNMENT / SEVERAL OBLIGATIONS / NO PARTNERSHIP

Assignment. Neither Party may assign this Interconnection Agreement without the consent of the other Party, which consent shall not unreasonably withheld ("Assignment"). Any such Assignment or delegation made without such written consent shall be null or void.

Several Obligations. If Customer is a Tenant as defined herein, the duties, obligations, and liabilities of Customer and Property Owner under this Interconnection Agreement are several and joint or collective with respect to each other to the fullest extent of the law; GWP may hold one or both completely responsible and liable for all duties, obligations, and liabilities under this Agreement to the fullest extent of the law.

No Partnership. Nothing contained in this Interconnection Agreement shall be construed to create an association, trust, partnership, or joint venture between LADWP and

Interconnector(s) or to impose a trust or partnership duty, obligation, or liability on LADWP or any Interconnector with regard to the other Party

14. NOTICES

14.1 Notices and communication concerning this Interconnection Agreement shall be sent to the following addresses:

GLENDALE WATER & POWER
141 N. Glendale Avenue, Level 4
Glendale, CA 91206

With a copy, which shall not constitute notice to:

Glendale City Attorney's Office
613 E. Broadway, Suite 220
Glendale, CA 91206
Attn: GWP Counsel

CUSTOMER

With a copy to:

[INSERT NAME]
[INSERT STREET ADDRESS]
[INSERT CITY, STATE, ZIP CODE]

PROPERTY OWNER

With a copy to:

[INSERT NAME]
[INSERT STREET ADDRESS]
[INSERT CITY, STATE, ZIP CODE]

14.2 Either Party may, by notice to the other Party, change the respective address specified above. Service of notice or communication shall be complete when received at the designated address.

14.3 Customer's notices to GWP pursuant to this Section shall refer to the Customer's Account Number and the Interconnection ID Number assigned by GWP.

14.4 In the event of an emergency, Customer shall immediately notify GWP at: (818) 548-2011 of any emergency situation related to the Facility.

14.5 Notice by GWP to Customer of an emergency situation which affects operation of the

Generating Facility shall be to [INSERT Customer's CONTACT NAME AND TELEPHONE NUMBER]. GWP will make reasonable efforts to provide such notice as may be specifically set forth in this Interconnection Agreement, but will not be liable for any lack of such notice to Customer.

15. TERM AND TERMINATION OF AGREEMENT

15.1 The effective date of this Interconnection Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signatories hereto ("Effective Date"). In the event Customer or any other Party fails to set forth a date of execution opposite the name(s) of Customer's signatories, all Parties hereby authorize GWP to insert the date of execution by the relevant Party as the date said Interconnection Agreement as executed by Customer is received by GWP. This Interconnection Agreement shall continue until terminated in accordance with its terms.

15.2 GWP may terminate this Interconnection Agreement for any one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the applicable regulatory authority, or a change in any local, state or federal law, statute or regulation, either of which materially impairs GWP's ability to perform GWP's duties under this Interconnection Agreement. In the event of termination of the Interconnection Agreement under this Section 15.2(a), the Parties may negotiate for a replacement interconnection agreement covering the Generating Facility, if reasonably feasible.
- (b) Customer violates any provision of the Glendale's Rates, Rules and Regulations, or any provision of this Interconnection Agreement. In the event of violation under this Section 15.3(b), GWP will notify Customer in writing that its Generating Facility is out of compliance with the Glendale's Rates, Rules and Regulations or the terms of this Interconnection Agreement, and if appropriate, request Customer to take remedial action to immediately cure such violation. GWP's termination right under this Section 15.2(b) shall be effective within ninety (90) days of such written notice if Customer has failed to take all corrective actions specified in GWP's notice or has not otherwise submitted a cure plan acceptable to GWP within the ninety (90) days.
- (c) Customer abandons the Facility. GWP shall deem the Generating Facility to be abandoned if, after one hundred twenty (120) days, the Generating Facility (1) has been non-operational, and such non-operation is not due to a Forced Majeure or outage requested by GWP for GWP's own purposes ("Forced Outage"), and (2) Customer has not provided a substantive response to GWP's written notice of its intent to terminate this Interconnection Agreement under this Section 15.2(c), which shall be provided if reasonably possible by GWP to Customer. Customer's response to such notice shall indicate the reasons for the non-operation of the Generating Facility, and shall provide a remediation plan, if Customer wishes to do so. GWP will evaluate any such remediation plan, and if it is reasonably acceptable to GWP, GWP and Customer may enter into a written confirmation of such plan. If either GWP does not find such plan reasonably acceptable, or no such plan is provided, GWP may terminate pursuant to this Section.

15.4 This Interconnection Agreement shall terminate, without notice, upon (a) Failure of both Customer and, when Customer is a Tenant, the Property Owner, to arrange and complete Assignment of this Interconnection Agreement before the Tenant no longer holds a lease or other right to occupy the property or the Property Owner sells or otherwise disposes of the Property; (b) Customer's (or Property Owner's) loss of the right to maintain the Generating Facility on the real property where the Generating Facility is located; or (c) material changes to Customer's Generating Facility or material changes to Customer's electric load, or both, without GWP's written approval, which cause Customer to no longer satisfy all requirements for interconnection to the GWP Distribution System, as described in this Interconnection Agreement and in GWP's Rates, Rules and Regulations.

16. SIGNATURES

Customer and (if applicable, Property Owner's) signator(ies) represent that each hold the positions set forth below their signatures and that they are authorized to execute this Interconnection Agreement on behalf of Customer (and if applicable, Property Owner) and to bind Customer and/or Property Owner hereto. A signed copy of this Interconnection Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

17. INTEGRATED CONTRACT

Exhibits A, B and C are attached hereto and incorporated herein by reference. This Interconnection Agreement and the Exhibits hereto contain the entire agreement of GWP and Customer with respect to the matters covered hereby, and no agreement, statement, or promise made by either GWP or Customer which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose.

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IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF GLENDALE, a municipal corporation
By: _____

Name & Title: _____

General Manager, Glendale Water & Power

Date: _____

CUSTOMER
By: _____

Name & Title: _____

Date: _____

Sole Signature Above if Customer is the Property Owner

PROPERTY OWNER
By: _____

Name & Title: _____

Date: _____

Signed Also by Property Owner if Customer is not the Property Owner.

APPROVED AS TO FORM
NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____

Attachments:

Exhibit A – Description and Location of Generating Facility

Exhibit B – Description and Cost of Interconnection Facilities

Exhibit C – Interconnection One-Line Diagram and Site Layout

Exhibit A

DESCRIPTION AND LOCATION OF GENERATING FACILITY

Customer's Name: _____.

Authorized Representative of Customer (as defined in the Interconnection Agreement). The Authorized Representative may be changed by the Customer in writing:

The Generating Facility is described as:

Generating Facility Name and Address:

Parcel Number: _____.

GWP Account Number for service address: _____.

Contact Person: _____.

Contact Person Phone Number: _____.

Generating Facility's primary fuel / technology:

_____/

Nameplate Capacity (AC) at Point of Interconnection is _____ kW.

Expected annual energy production in kWh/year: _____

Operations Schedule: _____ [i.e., 24 hrs/ day, 365 Days/ year]

Estimated date of energization of Generating Facility: _____.

Facility is connected to the GWP Distribution System at _____ kV.

In the event of changes to the information contained within Exhibit A, GWP shall revise this Exhibit A (as appropriate), give written notice to Customer regarding the revision, and issue a new Exhibit A which shall then become part of the Interconnection Agreement.

Energy Storage System / Battery ("ESS") Project Details (fill in all known information)

ESS Installer: _____

ESS Make/Model: _____

Inverter (Grid Interface Device) Make/Model: _____

AC or DC Coupled (Specify): _____

Indoor/Outdoor Enclosure Rating: _____

Battery Chemistry (if applicable): _____

Location (Indoor/Outdoor): _____

Continuous Rated Storage Charging Power: _____

Continuous Rated Storage Discharging Power: _____

Maximum Charge Rate: _____

Maximum Discharging Rate: _____

Maximum Discharging Capacity: _____

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

Roundtrip Efficiency: _____

Rated Cycle Lifetime Span: _____

Will ESS be Charged from GWP Distribution System?: _____

Approximate Charge/Discharge Schedule (if known): _____

Exhibit B

DESCRIPTION AND COST OF INTERCONNECTION FACILITIES

B.1 Facility Description. The Interconnection Facilities under this Interconnection Agreement (including Interconnection Facilities to be owned by Customer and GWP Interconnection Facilities to be owned by GWP, if any) are described generally as

B.2 Costs. The direct cost for design and construction of Interconnection Facilities is to be paid in advance by the Customer and in accordance with Glendale's Rates, Rules and Regulations and Adopted Fees. Note: GWP may provide design and construction costs to Customer at GWP's discretion in stages or phases. Each invoice provided by GWP shall be paid upon receipt by Customer pursuant to the Interconnection Agreement.

Exhibit C

INTERCONNECTION ONE-LINE DIAGRAM AND SITE LAYOUT

Interconnection One-Line Diagram inserted as Exhibit C, Page C-1.
[ATTACHED BEHIND THIS PAGE]

Site Layout inserted as Exhibit C, Page C-2.
[ATTACHED BEHIND THIS PAGE]