

**STANDARD FORM FEED-IN TARIFF
INTERCONNECTION AGREEMENT
BETWEEN
CITY OF GLENDALE
AND
[INSERT NAME]**

This Standard Form Feed-In Tariff Interconnection Agreement (“Interconnection Agreement”), dated [INSERT DATE], for purposes of identification only, is entered into by and between [INSERT NAME] (“SELLER”, [TYPE OF ENTITY, e.g. individual or corporation]), and the City of Glendale, a municipal corporation (“GLENDALE”), referred to herein jointly as Parties or individually as Party.

1. APPLICABILITY AND DEFINITIONS

1.1 This Interconnection Agreement provides for SELLER to interconnect and operate its Facility (as described in Exhibit A) in parallel with GLENDALE’s Distribution System (the wires, transformers, and related equipment within GLENDALE’s utility service territory to deliver electric power to GLENDALE’s retail customers typically at sub-transmission level voltages or lower) to sell energy produced by such Facility directly to GLENDALE, pursuant to the Standard Form Feed-In Tariff Power Purchase Agreement between the Parties, dated [INSERT DATE] (the “PPA”).

1.2 SELLER represents that SELLER’s Facility is a generating resource that qualifies as an Eligible Renewable Energy Resource as set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25471, as amended or supplemented from time to time, and has received a Renewable Portfolio Standards Certification (a finding by the California Energy Commissions that the Facility qualifies as an Eligible Renewable Energy Resource for the purposes of the California Renewable Portfolio Standard, and that all Energy produced by the Facility qualifies as generation from an Eligible Renewable Energy Resource), and that no other sources of electric generation, other than those listed in Section 1.2, are installed on the property and interconnected directly with SELLER’s electric service, unless approved by GLENDALE through a separate agreement.

1.3 Capitalized terms not defined herein shall be defined as set forth in the PPA.

2. DESCRIPTION OF FACILITY

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

2.2 SELLER has elected to interconnect and operate a Facility on the Property in parallel with GLENDALE’s electric grid. The Facility is intended primarily to deliver all of the plant output to GLENDALE in accordance with the PPA. This Facility is specifically identified in the plans and design package submitted for Feed-in-Tariff Identification (“FIT ID”) Number [INSERT NUMBER].

2.3 The Facility shall not be relocated or modified without GLENDALE’s written consent.

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 GLENDALE may require SELLER to interrupt or reduce deliveries of available energy from the Facility: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of GLENDALE’s

equipment or part of its system; (b) if GLENDALE determines in its sole discretion that curtailment, interruption, or reduction is necessary because of emergencies, forced or scheduled outages, force majeure, or compliance with Good Utility Practice; or (c) when SELLER fails to operate the Facility in conformance with applicable municipal, state, and federal law, including, but not limited to the GLENDALE Charter and Municipal Code, the GLENDALE Electric Service Regulations, and the GLENDALE Electric Service Requirements on file with GLENDALE and as may be amended from time to time, which are and incorporated herein by reference (collectively, "GLENDALE Rules and Regulations").

3.2 Whenever reasonably possible, GLENDALE will give SELLER reasonable notice of the possibility or actual interruption or reduction of energy deliveries that may be required.

3.3 Notwithstanding any other provision of this Interconnection Agreement, if at any time GLENDALE, in its sole discretion, determines that either (a) the Facility, or its operation, may endanger GLENDALE personnel or any person or (b) the continued operation of the Facility may endanger GLENDALE's electric system, the environment, or any property, GLENDALE may disconnect the Facility from GLENDALE's system. The Facility shall remain disconnected until such time as GLENDALE determines that the condition(s) referenced in (a) or (b) of this Section 3.3 have been corrected to GLENDALE's satisfaction.

4. INTERCONNECTION FACILITIES AND SELLER'S PAYMENT FOR INTERCONNECTION

4.1 SELLER understands, accepts and agrees that connection and operation of the Facility shall be subject to the terms and conditions set forth in this Interconnection Agreement and GLENDALE Rules and Regulations.

4.2 SELLER agrees to pay, in advance and 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 Facility to the Distribution System, as identified in Exhibit A.

(a) If the actual design and construction costs incurred by GLENDALE for Interconnection Facilities are less than those costs specified in Exhibit B and paid to GLENDALE by SELLER, GLENDALE shall refund to SELLER the remaining funds without interest within sixty (60) days of interconnection of the Facilities.

(b) If the actual design and construction costs incurred by GLENDALE for Interconnection Facilities exceed the costs specified in Exhibit B and paid to GLENDALE by SELLER, SELLER shall pay GLENDALE the additional funds without interest within sixty (60) days of receipt of an invoice from GLENDALE.

4.3 In the event that SELLER owns the real property where the Interconnection Facilities will be located, [or: in the event that SELLER is leasing or otherwise obtaining rights to locate the Facilities on real property of a third party], SELLER shall grant to GLENDALE [or: obtain for GLENDALE]: (a) the right to install the Interconnection Facilities and related equipment or materials on said 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; and (b) the right of ingress and egress from said real property as reasonably necessary for GLENDALE to operate, maintain, and remove the Interconnection Facilities. Where formal rights of way and/or easements are required on or over said real property or the property of a third party for the installation of the Interconnection Facilities, SELLER agrees that GLENDALE's obligation to install the Interconnection Facilities is expressly conditioned on the granting, without cost to GLENDALE, of any and all necessary rights of way and/or easements to GLENDALE.

4.4 The Interconnection Facilities are described in Exhibit B and a one-line diagram of the interconnection at the Delivery Point (point of interconnection to GLENDALE's Distribution System where GLENDALE accepts title to the Facility Energy and Green Attributes) is included as Exhibit C. Interconnection Facilities provided under this Interconnection Agreement shall at all times be and remain the sole property of GLENDALE. The Interconnection Facilities shall be

owned, maintained, and operated by GLENDALE.

4.5 SELLER shall make payment to GLENDALE for all Interconnection Facilities costs, as described in Exhibit B. The direct cost for design and construction of Interconnection Facilities is to be paid in advance by SELLER to GLENDALE in accordance with GLENDALE Rules and Regulations.

4.6 GLENDALE 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 new Facility. The actual cost of the system upgrades, including overheads, shall be borne by SELLER.

4.7 Upon discontinuance of the use of the Interconnection Facilities due to termination of this Interconnection Agreement, or otherwise, (a) GLENDALE shall have the right, within one hundred eighty (180) days, to remove any portion of the Interconnection Facilities located on the property where the Interconnection Facilities are installed, and (b) all cost of removal of any portion of the Interconnection Facilities will be solely borne by SELLER.

5. DESIGN, OPERATION, AND MAINTENANCE REQUIREMENTS

5.1 SELLER shall be responsible for the design, installation, operation, and maintenance of the Facility and shall obtain and maintain any required governmental authorizations and/or permits at SELLER's sole cost and expense.

5.2 In its design, operation, and maintenance of the Facility, SELLER shall at all times conform to all applicable laws and regulations including but not limited to safety and performance standards 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, and (f) the GLENDALE Rules and Regulations as may be amended from time to time.

5.3 SELLER shall maintain the Facility in a safe and prudent manner and in conformance with all applicable federal, state and local laws and regulations including, but not limited to the GLENDALE Rules and Regulations as amended from time to time and Good Utility Practice. SELLER shall permit GLENDALE to inspect and shall promptly provide GLENDALE copies, at SELLER's expense, of SELLER's testing and maintenance records for the Facility.

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

6. CONDITIONS OF FACILITY OPERATIONS

6.1 SELLER shall deliver energy from the Facility to GLENDALE at GLENDALE's meter at the designated Delivery Point.

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

6.3 Metering / Telemetering

6.3.1 GLENDALE shall furnish and install, at SELLER's sole cost and expense in accordance with GLENDALE's Rules and Regulations, one or more standard watt-hour meters to read energy generated by the Facility.

When requested, SELLER shall provide and install a meter socket in accordance with GLENDALE's metering standards. GLENDALE, in its sole discretion, reserves the right to install additional metering equipment.

6.3.2 The Facility shall be metered at the location designated on Exhibit C.

6.4 SELLER shall not connect the Facility, or any portion of it, to the GLENDALE Distribution System, until written approval for the Facility has been given to SELLER by GLENDALE. Such approval shall not be unreasonably delayed or withheld. GLENDALE shall have the right to have its representatives present at the initial testing of the Facility.

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

6.6 If GLENDALE has disconnected service to the Facility, or GLENDALE has notified SELLER that a reasonable possibility exists that the reconnection will pose a safety hazard, SELLER may call GLENDALE at (818) 548-2011 to request authorization to reconnect the Facility.

6.7 The Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with the GLENDALE Distribution System shall be designed, installed, constructed, operated, and maintained in compliance with National Electrical Code (NEC) standards for the safe installation of electric wiring and equipment, Institute of Electrical and Electronics Engineers Standards for Generation Interconnection (IEEE 1547), 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, and Good Utility Practices as the same is defined in the PPA. Compliance with these standards is mandatory unless prior written approval is provided by GLENDALE for those specific items not in compliance. Exemptions shall be in writing, signed by GLENDALE, and shall be attached to and become a part of this Interconnection Agreement.

6.8 In accordance with Section 399.32 of the California Public Utilities Code, SELLER shall, at SELLER's expense provide GLENDALE with inspection and maintenance reports in a form reasonably satisfactory to GLENDALE at least every other year during the term of this Agreement. Such reports shall be prepared by a California-licensed contractor who is not the owner or operator of the Facility and a California-licensed electrician shall perform the inspection of the electrical portion of the Facility. SELLER shall submit such reports to GLENDALE on or before July 1 of each even year during the term of this Agreement.

7. ACCESS TO PREMISES

GLENDALE may enter the Property: (a) to inspect, as GLENDALE deems necessary, SELLER's protective devices and to read or test meters; (b) to disconnect, without notice, the Facility if, in GLENDALE's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or GLENDALE's facilities, or property of others from damage or interference caused by the Facilities, or lack of properly operating protective devices; and/or (c) as otherwise permitted under GLENDALE's Rules and Regulations.

8. FORCE MAJEURE

8.1 GLENDALE or SELLER, as the case may be, 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 as the same is defined in the PPA. GLENDALE or SELLER, as the case may be, 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: (a) to

forestall or settle any strike, lock-out or other labor dispute against its will; or (b) for Force Majeure affecting SELLER only, to purchase electric power to cure the event of Force Majeure.

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 SELLER agrees to indemnify, defend (at GLENDALE's option) and hold harmless GLENDALE, its officers, agents, employees, representatives, and volunteers from and against any and all third-party claims, demands, defense costs, actions, liability, or damages of any kind or nature arising out of or in connection with SELLER's engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Facilities, or the making of replacements, additions, betterments to, or reconstruction of the Facilities (collectively, "Claims"), except to the extent such Claims arise out of the sole negligence or willful misconduct of GLENDALE.

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.

9.3 Notwithstanding any other provision of this Interconnection Agreement, neither GLENDALE, nor its officers, agents, or employees, shall be liable for damages of any kind or nature to the Facility caused by any electrical disturbance of the GLENDALE system or on the system of another, whether or not the electrical disturbance results from the negligence of GLENDALE.

10. INSURANCE

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

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 GLENDALE, in writing, at the inception of this Interconnection Agreement.

10.2 Prior to the commencement of work under this Interconnection Agreement, SELLER shall submit to GLENDALE an insurance certificate evidencing the insurance required in Section 10.1, 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 GLENDALE, except in the event of cancellation for non-payment of premium which shall provide for not less than ten (10) days' notice.

10.3 GLENDALE's Risk Manager is hereby authorized to modify the requirements set forth in Sections 10.1 and 10.2 in the event he determines that such reduction is in GLENDALE'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*.

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 and in the instance of GLENDALE, it shall be the Public Utilities General Manager or designee. 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

Neither Party may assign this Interconnection Agreement nor any of its rights or duties hereunder without the prior written consent of the other party which consent shall not unreasonably withheld. Any such assignment or delegation made without such written consent shall be null or void.

14. NOTICES

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

CITY OF GLENDALE WATER & POWER
141 N. Glendale Avenue, Level 4
Glendale, CA 91206
Attn: Feed-in-Tariff Program Manager

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

SELLER

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 SELLER's notices to GLENDALE pursuant to this Section shall refer to the FIT ID Number and SELLER's Account Number.

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

14.5 Notice by GLENDALE to SELLER of an emergency situation which affects operation of the Facility shall be to [INSERT SELLER's CONTACT NAME AND TELEPHONE NUMBER].

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 signators hereto. In the event SELLER fails to set forth a date of execution opposite the name(s) of SELLER's signator(s), SELLER hereby authorizes GLENDALE to insert the date of execution by SELLER as the date said Interconnection Agreement as executed by SELLER is received by GLENDALE.

15.2 GLENDALE 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 GLENDALE's ability to perform GLENDALE'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 Facility.
- (b) SELLER violates any provision of the GLENDALE Rules and Regulations, or any provision of this Interconnection Agreement. In the event of violation under this Section 15.3(b), GLENDALE will notify SELLER in writing that its Facility is out of compliance with the GLENDALE Rules and Regulations or the terms of this Interconnection Agreement, and if appropriate, request SELLER to take remedial action to immediately cure such violation. GLENDALE's termination right under this Section 15.2(b) shall be effective within ninety (90) days of such written notice if SELLER has failed to take all corrective actions specified in GLENDALE's notice or has not otherwise submitted a cure plan acceptable to GLENDALE within the ninety (90) days.
- (c) SELLER abandons the Facility. GLENDALE shall deem the Facility to be abandoned if, after one hundred twenty (120) days, the Facility (1) has been non-operational, and such non-operation is not due to a Forced Majeure or Forced Outage, and (2) SELLER has not provided a substantive response to GLENDALE's written notice of its intent to terminate this Interconnection Agreement under this Section 15.2(c). SELLER's response shall indicate the reasons for the non-operation of the Facility, and shall provide a remediation plan acceptable to GLENDALE.
- (d) The PPA associated with the Facility terminates for any reason, and has not been replaced by a new standard

form feed-in tariff power purchase agreement within ninety (90) days of termination of the PPA.

15.4 This Interconnection Agreement shall terminate, without notice, upon (a) SELLER's loss of the right to maintain the Facility on the real property where the Facility is located other than through an approved assignment pursuant to Section 13; or (b) changes to SELLER's electric load, without GLENDALE's written approval, which cause SELLER to no longer satisfy all requirements of the GLENDALE Feed-in-Tariff Program, as described in GLENDALE's Rules and Regulations.

16. SIGNATURES

SELLER and SELLER's signator(s) represent that the signator(s) hold the positions set forth below their signatures and that the signator(s) are authorized to execute this Interconnection Agreement on behalf of SELLER and to bind SELLER hereto.

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

APPROVED AS TO FORM:
MICHAEL J. GARCIA, CITY ATTORNEY

Stephen M. Zurn
General Manager, Glendale Water & Power

By: [NAME, TITLE]

Date of Execution: _____

[INSERT NAME]
[an Individual or a(n) _____ corporation]

By: _____

Printed Name & Title: _____

Date of Execution: _____

- Attachments:
Exhibit A – Description and Location of Facility
Exhibit B – Description and Cost of Interconnection Facilities
Exhibit C – Interconnection One-Line Diagram and Site Layout

Exhibit A

DESCRIPTION AND LOCATION OF FACILITY

SELLER's Feed-In Tariff ID Number: _____.

The Facility is described as: _____

Facility Name and Address: _____;
Parcel Number: _____.

GLENDALE Account Number for service address: _____.

Owner/ Company: _____.

Contact Person: _____.

Contact Person Phone Number: _____.

Facility's primary fuel / technology: _____ /
_____.

Contract Capacity (AC) at Delivery Point is _____ kW.

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

Date of Energization of Interconnection Facilities: _____.

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

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

Exhibit B

DESCRIPTION AND COST OF INTERCONNECTION FACILITIES

B.1 The Interconnection Facilities under this Interconnection Agreement are described as

B.2 The direct cost for design and construction of Interconnection Facilities is to be paid in advance by the SELLER and in accordance with GLENDALE's Electric Rules and Regulations.

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]