

WHEREAS, the City of Los Angeles, acting by and through the Department of Water and Power (LADWP); United States of America, Department of the Interior, Bureau of Reclamation; Arizona Public Service Company (APS); Nevada Power Company d/b/a NV Energy, a Nevada corporation; Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona; and Tucson Electric Power Company, formerly known as Tucson Gas and Electric Company, an Arizona corporation are Navajo Participants in the Navajo Project; and

WHEREAS, pursuant to the terms and conditions of the Amended and Restated Navajo Co-Tenancy Agreement, as it may be amended from time to time, DWP No. BP19-006 (Navajo CTA), the Navajo Participants are joint owners in the Navajo Project, consisting of the Navajo Southern Transmission System (STS), and the Navajo Western Transmission System; and

WHEREAS, AES ES Westwing, LLC, a Delaware limited liability company, and AES Westwing II ES, LLC, a Delaware limited liability company, hereinafter referred to collectively as Interconnection Customer, submitted an interconnection request to APS, the Operating Agent of the STS, to physically interconnect a 200-megawatt (MW) net-to-grid battery energy storage to the Westwing 230 kiloVolt (kV) Switchyard, a component of the STS, in two phases of 100 MW each (Project); and

WHEREAS, the interconnection of the Project is not expected to have a negative financial impact on the LADWP; and

WHEREAS, the execution of the Large Generator Interconnection Agreement, between the Interconnection Customer and the Navajo Participants for Q292, Contract No. 54548/DWP No. 22-012 (Navajo LGIA) is required for the interconnection of the Project; and

WHEREAS, the Navajo LGIA establishes the costs, terms, and conditions for the construction, operation, and maintenance of the facilities needed for the Interconnection Customer to physically interconnect the Project to the Westwing 230-kV Switchyard; and

WHEREAS, the Navajo LGIA shall remain in effect unless the first of the following events occur: (i) the termination of the Navajo CTA or any replacement agreement thereof; (ii) written agreement of all parties to terminate; (iii) termination pursuant to Article 20 therein; (iv) termination pursuant to Article 5.15 therein; or (v) upon no less than ninety (90) calendar days advance written notice of termination from the Interconnection Customer to the Operating Agent.

NOW, THEREFORE, BE IT RESOLVED that the Navajo LGIA a copy of which is on file with the Secretary of the Board of Water and Power Commissioners (Board) and approved as to form and legality by the City Attorney, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Board requests that the Los Angeles City Council (City Council) approve, by ordinance, the Navajo LGIA, and authorize the Board to act on and approve all future amendments of said agreement, without further approval by the City Council.

BE IT FURTHER RESOLVED that the President or Vice President of the Board, or the General Manager, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board be and they are hereby authorized and directed to execute said Navajo LGIA for and on behalf of the LADWP upon approval of said agreement by the City Council, by ordinance, pursuant to Section 674 of the Charter of the City of Los Angeles.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held August 13, 2024



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Secretary

APPROVED AS TO FORM AND LEGALITY  
HYDEE FELDSTEIN SOTO, CITY ATTORNEY

June 27, 2024

BY   
SYNDI DRISCOLL  
DEPUTY CITY ATTORNEY