

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



**Bear Valley Electric Service, Inc.
ELC (Corp ID 913)
Status of Advice Letter 393E
As of July 22, 2020**

Subject: BVES Distributed Generation Service Net Energy Metering Program for Bear Valley Water Agencies

Division Assigned: Energy

Date Filed: 06-18-2020

Date to Calendar: 06-24-2020

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	08-01-2020

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Nguyen Quan

909-394-3600 X664

nquan@gswater.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Bear Valley Electric Service (913-E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Nguyen Quan

Phone #: (909) 394-3600 x664

E-mail: nquan@gswater.com

E-mail Disposition Notice to: nquan@gswater.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
 PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 393-E

Tier Designation: 2

Subject of AL: BVES Distributed Generation Service Net Energy Metering Program for Bear Valley Water Agencies

Keywords (choose from CPUC listing): Customer Owned Generation, Forms, Solar, Tariffs, Establish Service, Connectio

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date: 8/1/20

No. of tariff sheets: 12

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Schedule No. DGS NEM-L, Schedule No. DGS NEM-S, Form No. 73, Form No. 74, Form No. 75, Form No. 76, Table of Content

Service affected and changes proposed¹: See Advice Letter

Pending advice letters that revise the same tariff sheets: None

¹Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Nguyen Quan
Title: Regulatory Affairs Manager
Utility Name: Bear Valley Electric Service
Address: 630 E. Foothill Blvd.
City: San Dimas State: California
Telephone (xxx) xxx-xxxx: (909) 394-3600 x 664
Facsimile (xxx) xxx-xxxx: (909) 394-7427
Email: nquan@gswater.com

Name: Zeng Zhu
Title: Rate Analyst
Utility Name: Bear Valley Electric Service
Address: 630 E. Foothill Blvd.
City: San Dimas State: California
Telephone (xxx) xxx-xxxx: (909) 394-3600 x 495
Facsimile (xxx) xxx-xxxx: (909) 394-7427
Email: ZENG.ZHU@gswater.com



June 18, 2020

Advice Letter No. 393-E

(U 913 E)

California Public Utilities Commission

Golden State Water Company ("GSWC") hereby transmits for filing an original and two copies of the following applicable to its Bear Valley Electric Service ("BVES") Division:

SUBJECT: BVES Distributed Generation Service Net Energy Metering Program for Bear Valley Water Agencies.

PURPOSE

The purpose of this advice letter ("AL") is to seek California Public Utilities Commission ("Commission" or "CPUC") approval to establish its Distributed Generation Service Net Energy Metering ("DGS NEM") program and tariff for BVES local water agencies.

This advice letter is in compliance with Section 9.2.3 of General Order 96-B.

BACKGROUND

BVES Net Energy Metering ("NEM") program closed on January 01, 2018, after exceeding its 5% customer penetration cap in October 2016. Based on statutory requirements and due to its small size, BVES was not obligated to offer a successor program.¹²

On March 15, 2019, BVES filed Application No. ("A.") 19-03-011. In it, BVES proposed its DGS program to encourage growth of renewable generation in BVES's service territory. The DGS program succeeds BVES's now closed NEM program. On January 22, 2020, the Commission issued D.20-01-008 directing BVES to implement the new DGS program and applicable tariffs. On May 1, 2020 BVES opened its DGS program³.

On March 11, 2019, BVES filed application A.19-03-008 requesting approval for the construction and operation of its own Bear Valley Solar Energy Project ("BVES Solar Project") to be built on land owned by Big Bear Area Regional Wastewater Agency ("BBARWA"). The energy produced by the Solar Project will be delivered directly into

¹ Pub Util. Code 2827(c)(1); see also Pub Util. Code 2827(c)(4)(A).

² November 30, 2017 CPUC Disposition Letter regarding BVES advice letter 325-E.

³ BVES implement the DGS program in AL 381-E.

the BVES distribution system. BBARWA is currently being served under BVES's A5 Secondary tariff.

Separately, BBARWA plans to construct its own solar project to be located adjacent to BVES's Solar Project. After a series of discussion with BBARWA, BVES has elected to create a new customer generation program offered exclusively to BBARWA, and other municipal water and wastewater agencies to help reduce their bills and costs.

DISTRIBUTED GENERATION SERVICE NET ENERGY METERING PROGRAM

The purpose of the program is to allow eligible and willing local water agencies an opportunity to install a renewable generation facility. This program will establish two sets of tariffs: "DGS NEM-L" and "DGS NEM-S". DGS NEM-L is applicable only to BBARWA under which it will be allowed to install a generating facility not to exceed 3 MegaWatts ("MW").

DGS NEM-S is applicable to all other local water agencies. These agencies may install generating facilities not to exceed a combined total of 1 MW. They will be served on a first-come, first serve basis. DGS NEM-S will close to new applicants when total installed capacity reaches 1 MW or when BVES's current DGS program⁴ closes, whichever comes first.

- The program is intended to function akin to BVES's, now closed NEM program⁵.
- Meter read will record energy imported from BVES (in kWh) and energy exported to BVES (in kWh). The customer will be able to "net" the energy consumption (energy imported minus energy exported). Net energy consumed will also be recorded.
 - This allows customers to lower their energy cost by offsetting energy imported from BVES with energy (produced by the generating facility) and exported back to BVES.
- For each monthly billing period, customers will be responsible for non-energy related charges only, such as the service charge.
- At the end of the 12-month billing period, customers will receive an Annual Reconciliation bill.
 - When a DGS NEM is a net energy consumer, the charge for net energy consumption will be based on the customer's otherwise applicable tariff.
 - When a DGS NEM is a net energy producer, the resulting net energy produced will be used to calculate a monetary credit. The monetary credit will be determined based on BVES's Schedule DGS⁶. The dollar amount calculated will be credited on their account.

BVES is seeking Commission approval of this program and associated tariffs. Following Commission approval, BVES will design and implement the tariff for service and start

⁴ D.20-01-008.

⁵ BVES Schedule No. NEM-S and Schedule No. NEM-L.

⁶ BVES Schedule No. DGS approved in AL 381-E pursuant to D.20-01-008.

the program no later than 60 days from the receipt of approval from Energy Division.

COMPLIANCE

General Order 96-B, Section 9.2.3 states:

At all times, a utility other than a telephone corporation may provide service (other than resale service) to a government agency for free, or at reduced rates and charges, or under terms and conditions otherwise deviating from its tariffs then in effect. The utility may begin such service without prior Commission approval, but the utility shall promptly submit an advice letter to the appropriate Industry Division to notify the Commission of the utility's provision of such service and of the rates, charges, terms and conditions under which the service is provided. Although the advice letter may be effective pending disposition under General Rule 7.5.3, the Commission may determine, in an appropriate proceeding, the reasonableness of such service. For purposes of this General Rule 9.2.3, "government agency" means the United States and its departments, Indian tribes recognized by the United States or the State of California, the State of California and its political subdivisions and municipal corporations, including the departments thereof, and public fairs and celebrations.

The filing of this Advice Letter is in compliance General Order 96-B, Section 9.2.3.

TIER DESIGNATION

This advice letter is submitted with a Tier 2 designation.

EFFECTIVE DATE

BVES respectfully requests this advice letter become effective on August 01, 2020.

NOTICE AND PROTESTS

A protest is a document objecting to the granting in whole or in part of the authority sought in this advice letter. A response is a document that does not object to the authority sought, but nevertheless presents information that the party tendering the response believes would be useful to the CPUC in acting on the request.

A protest must be mailed within 20 days of the date the CPUC accepts the advice letter for filing. The Calendar is available on the CPUC's website at www.cpuc.ca.gov.

A protest must state the facts constituting the grounds for the protest, the effect that approval of the advice letter might have on the protestant, and the reasons the protestant believes the advice letter, or a part of it, is not justified. If the protest requests an evidentiary hearing, the protest must state the facts the protestant would present at an evidentiary hearing to support its request for whole or partial denial of the advice letter.

The utility must respond to a protest within five days.

All protests and responses should be sent to:

California Public Utilities Commission, Energy Division

ATTN: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

Copies of any such protests should be sent to this utility at:

Golden State Water Company
ATTN: Nguyen Quan
630 East Foothill Blvd.
San Dimas, CA 91773
Fax: 909-394-7427
E-mail: nquan@gswater.com

If you have not received a reply to your protest within 10 business days, contact Nguyen Quan at (909) 394-3600 ext. 664.

CORRESPONDENCE

Any correspondence regarding this compliance filing should be sent by regular mail or e-mail to the attention of:

Nguyen Quan
Manager, Regulatory Affairs
Golden State Water Company
630 East Foothill Blvd.
San Dimas, California 91773
Email: nquan@gswater.com

The protest shall set forth the grounds upon which it is based and shall be submitted expeditiously. There is no restriction on who may file a protest.

Sincerely,

/s/Zeng Zhu
Zeng Zhu
Rate Analyst, Regulatory Affairs/Energy Resource

cc: Edward Randolph, Director, Energy Division
Franz Cheng, Energy Division
R. Mark Pocta, California Public Advocates Office
BVES General Order 96-B Service List

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
2833-E	Schedule No. DGS NEM-L DISTRIBUTED GENERATION SERVICE NET ENERGY METERING- LARGE Sheet 1	
2834-E	Schedule No. DGS NEM-L DISTRIBUTED GENERATION SERVICE NET ENERGY METERING- LARGE Sheet 2	
2835-E	Schedule No. DGS NEM-L DISTRIBUTED GENERATION SERVICE NET ENERGY METERING- LARGE Sheet 3	
2836-E	Schedule No. DGS NEM-S DISTRIBUTED GENERATION SERVICE NET ENERGY METERING- SMALL Sheet 1	
2837-E	Schedule No. DGS NEM-S DISTRIBUTED GENERATION SERVICE NET ENERGY METERING- SMALL Sheet 2	
2838-E	Schedule No. DGS NEM-S DISTRIBUTED GENERATION SERVICE NET ENERGY METERING- SMALL Sheet 3	
2839-E	Form No. 73 APPLICATION FOR THE INTERCONNECTION OF BIG BEAR AREA REGIONAL WASTEWATER AGENCY'S ELECTRICAL GENERATING FACILITY Sheet 1	
2840-E	Form No. 74 INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR BIG BEAR AREA REGIONAL WASTEWATER AGENCY Sheet 1	
2841-E	Form No. 75 APPLICATION FOR THE INTERCONNECTION OF LOCAL WATER AGENCIES ELECTRICAL GENERATING FACILITY Sheet 1	
2842-E	Form No. 76 INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LOCAL WATER AGENCIES Sheet 1	

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
2843-E	Table of Contents Sheet 3	2793-E
2844-E	Table of Contents Sheet 1	2832-E

Schedule No. DGS NEM-L
DISTRIBUTED GENERATION SERVICE NET ENERGY METERING-LARGE

Page 1
(N)
(N)

Applicability

Applicable to the Big Bear Area Regional Wastewater Agency utilizing a renewable generating facility not to exceed 3 MW (Distributed Generation Service Eligible Large Customer Generator or "DGS NEM-L").

(N)

Territory

Big Bear Lake and vicinity, San Bernardino County.

Rates

In each monthly billing period, it will be determined whether the DGS NEM-L is a net consumer of energy or a net producer of energy by quantifying the difference between the electricity supplied and/or delivered by BVES, and the electricity produced by the DGS NEM-L and delivered into BVES's electric system each billing period.

Thus, where "ES" is "energy supplied" and/or delivered by BVES, and "EP" is "energy produced" by the DGS NEM-L and delivered into BVES's system: Net Energy = ES minus EP

- When Net Energy is positive, the DGS NEM-L is a "net energy consumer".
- When Net Energy is negative, the DGS NEM-L is a "net energy producer".

Special Conditions

1. **Required Application Contract:**

An Application for Interconnection and Net Energy Metering and an executed Interconnection and Net Energy Metering Agreement are required for service under this schedule. Eligible customer must provide BVES all required forms in order to receive energy credits.

2. **Metering:**

- a. Net energy shall be measured (metered) using a single meter capable of registering the flow of electricity in two directions. If the customer's existing meter is not capable of measuring the flow of electricity in two directions, an appropriate standard meter shall be provided at BVES's expense. Any upgraded net meter, if requested by the customer in writing, will be installed at the customer's expense. BVES may elect to install an additional meter or meters, at its expense, with the customer's consent. Such additional metering shall be used only to provide the information necessary to accurately bill or credit the customer and for load profile purposes.
- b. For the customer served under this Schedule, when BVES determines that dual metering is required and such customer refuses consent for installation of dual metering, BVES shall have the right to refuse interconnection.

3. **Billing:**

- a. For the customer served under this Schedule all applicable Service Charges as defined in Special Condition 5.e. and/or other non-energy related charges, as defined in the customer's Otherwise Applicable Tariff (OAT), shall apply, regardless of the DGS NEM-L's monthly net production. Other charges are applied to net usage.

(N)

(Continued)

Advice Letter No. 393-E
Decision No. _____

Issued By
R. J. Sprowls
President

Date Filed June 18, 2020
Effective August 1, 2020
Resolution No. _____

Schedule No. DGS NEM-L
DISTRIBUTED GENERATION SERVICE NET ENERGY METERING-LARGE

(N)
(N)

3. **Billing (Continued):**

- b. The customer served under this Schedule may apply energy credits towards Demand Charges, as defined in Special Condition 5.c.
- c. BVES will provide the DGS NEM-L with net energy consumption information every billing period, upon the customer's inquiry, that will include the current net accrued energy balance.
- d. It is mandatory under this schedule to pay other applicable non-energy related charges every billing period in accordance with the customer's OAT, including but not limited to Demand Charges and Service Charges. Energy charges and other charges which are based on net energy consumption (kWh) will be charged and billed for during each billing period in the Relevant Period and are due at the end of the Relevant Period as part of the Annual Energy Reconciliation.
- e. For the customer served under this Schedule, energy credits will be used to offset the energy-related or demand-related charges on the final bill when they cease service under this Schedule.
- f. If the customer terminates service under this Schedule prior to the end of the Relevant Period, BVES shall reconcile the customer's consumption and production of electricity according to the Annual Reconciliation provisions below.

(N)

4. **Annual Energy Reconciliation:**

DGS NEM-L will receive an annual reconciliation bill at the end of the Relevant Period for all energy supplied by BVES and all energy generated by the DGS NEM-L during the Relevant Period. When a DGS NEM-L is a net energy consumer, the charge for energy consumption will be based on all applicable energy charges, calculated by multiplying the customer's net consumed kilowatt-hours (kWh) by the applicable energy rate components of the customer's OAT. When a DGS NEM-L is a net energy producer, the resulting Net Energy produced will be used to calculate energy credits, calculated by multiplying the customer's net produced kWh by the applicable energy rate components of BVES' Distributed Generation Service Tariff. Energy credits will be applied to energy charges and or Demand Charges (as defined in Special Condition 5.c.) when determining amounts due at the end of the Relevant Period.

- a. Should the sum of energy payments received by BVES for energy use billed during the Relevant Period plus energy credits from net production exceed the charges for energy use at the Annual Energy Reconciliation, such excess payment up to the total amount paid by the DGS NEM-L for energy use during the Relevant Period shall be carried forward as a one-time credit to the next billing period.
- b. However, to the extent that energy credits exceed energy use, BVES shall neither pay the customer for any unused energy credit nor carry forward any unused energy credit. The unused energy credit shall be zeroed out and a new Relevant Period shall commence.
- c. If customer terminates service under this schedule prior to the end of a Relevant Period, BVES shall reconcile the customer's consumption and production of electricity and bill the customer for positive net energy charges, if any.

(N)

(Continued)

Advice Letter No. 393-E
Decision No. _____

Issued By
R. J. Sprowls
President

Date Filed June 18, 2020
Effective August 1, 2020
Resolution No. _____

Schedule No. DGS NEM-S
DISTRIBUTED GENERATION SERVICE NET ENERGY METERING-SMALL

Page 1
(N)
(N)

Applicability

Applicable to local Water Agencies utilizing a renewable generating facility not to exceed 1 MW of total combined demand (Distributed Generation Service Eligible Small Customer Generator or "DGS NEM-S"). This tariff is applicable on a first-come, first-serve basis and closes when the total installed capacity reaches 1 MW or when BVES's DGS program closes whichever comes first.

(N)

Territory

Big Bear Lake and vicinity, San Bernardino County.

Rates

In each monthly billing period, it will be determined whether the DGS NEM-S is a net consumer of energy or a net producer of energy by quantifying the difference between the electricity supplied and/or delivered by BVES, and the electricity produced by the DGS NEM-S and delivered into BVES's electric system each billing period.

Thus, where "ES" is "energy supplied" and/or delivered by BVES, and "EP" is "energy produced" by the DGS NEM-S and delivered into BVES's system: Net Energy = ES minus EP

- When Net Energy is positive, the DGS NEM-S is a "net energy consumer".
- When Net Energy is negative, the DGS NEM-S is a "net energy producer".

Special Conditions

1. **Required Application Contract:**

An Application for Interconnection and Net Energy Metering and an executed Interconnection and Net Energy Metering Agreement are required for service under this schedule. Eligible customer must provide BVES all required forms in order to receive energy credits.

2. **Metering:**

- a. Net energy shall be measured (metered) using a single meter capable of registering the flow of electricity in two directions. If the customer's existing meter is not capable of measuring the flow of electricity in two directions, an appropriate standard meter shall be provided at BVES's expense. Any upgraded net meter, if requested by the customer in writing, will be installed at the customer's expense. BVES may elect to install an additional meter or meters, at its expense, with the customer's consent. Such additional metering shall be used only to provide the information necessary to accurately bill or credit the customer and for load profile purposes.
- b. For customers served under this Schedule, when BVES determines that dual metering is required and a customer refuses consent for installation of dual metering, BVES shall have the right to refuse interconnection.

3. **Billing:**

- a. For customers served under this Schedule all applicable Service Charges as defined in Special Condition 5.e. and/or other non-energy related charges, as defined in the customer's Otherwise Applicable Tariff (OAT), shall apply, regardless of the DGS NEM-S's monthly net production.

(N)

(Continued)

Advice Letter No. 393-E
Decision No. _____

Issued By
R. J. Sprowls
President

Date Filed June 18, 2020
Effective August 1, 2020
Resolution No. _____

Schedule No. DGS NEM-S
DISTRIBUTED GENERATION SERVICE NET ENERGY METERING-SMALL

Page 2
(N)
(N)

3. **Billing (Continued):**

- b. Customers served under this Schedule may apply energy credits towards Demand Charges, as defined in Special Condition 5.c.
- c. BVES will provide the DGS NEM-S with net energy consumption information every billing period, upon the customer's inquiry, that will include the current net accrued energy balance.
- d. It is mandatory under this schedule to pay other applicable non-energy related charges every billing period in accordance with the customer's OAT, including but not limited to Demand Charges and Service Charges. Energy charges and other charges which are based on net energy consumption (kWh) will be charged and billed for during each billing period in the Relevant Period and are due at the end of the Relevant Period as part of the Annual Energy Reconciliation.
- e. For customers served under this Schedule, energy credits will be used to offset the energy-related or demand-related charges on the final bill when they cease service under this Schedule.
- f. If a customer terminates service under this Schedule prior to the end of the Relevant Period, BVES shall reconcile the customer's consumption and production of electricity according to the Annual Reconciliation provisions below.

4. **Annual Energy Reconciliation:**

DGS NEM-S will receive an annual reconciliation bill at the end of the Relevant Period for all energy supplied by BVES and all energy generated by the DGS NEM-S during the Relevant Period. When a DGS NEM-S is a net energy consumer, the charge for energy consumption will be based on all applicable energy charges, calculated by multiplying the customer's net consumed kilowatt-hours (kWh) by the applicable energy rate components of the customer's OAT. When a DGS NEM-S is a net energy producer, the resulting Net Energy produced will be used to calculate energy credits, calculated by multiplying the customer's net produced kWh by the applicable energy rate components of BVES' Distributed Generation Service Tariff. Energy credits will be applied to energy charges and or Demand Charges (as defined in Special Condition 5.c.) when determining amounts due at the end of the Relevant Period.

- a. Should the sum of energy payments received by BVES for energy use billed during the Relevant Period plus energy credits from net production exceed the charges for energy use at the Annual Energy Reconciliation, such excess payment up to the total amount paid by the DGS NEM-S for energy use during the Relevant Period shall be carried forward as a one-time credit to the next billing period.
- b. However, to the extent that energy credits exceed energy use, BVES shall neither pay customers for any unused energy credit nor carry forward any unused energy credit. The unused energy credit shall be zeroed out and a new Relevant Period shall commence.
- c. If a customer terminates service under this schedule prior to the end of a Relevant Period, BVES shall reconcile the customer's consumption and production of electricity and bill the customer for positive net energy charges, if any.

(N)

(N)

(Continued)

Advice Letter No. 393-E
Decision No. _____

Issued By
R. J. Sprowls
President

Date Filed June 18, 2020
Effective August 1, 2020
Resolution No. _____

Form No. 73

(N)

APPLICATION FOR THE INTERCONNECTION OF
BIG BEAR AREA REGIONAL WASTEWATER AGENCY'S ELECTRICAL
GENERATING FACILITY

(N)

(N)

PLEASE SEE ATTACHED

(N)

BEAR VALLEY ELECTRIC SERVICE

(N)

APPLICATION FOR THE INTERCONNECTION OF
BIG BEAR AREA REGIONAL WASTEWATER AGENCY ELECTRIC GENERATING FACILITY

(N)

(N)

(FORM AVAILABLE UPON REQUEST)

(N)

BEAR VALLEY ELECTRIC SERVICE

APPLICATION FOR THE INTERCONNECTION OF

BIG BEAR AREA REGIONAL WASTEWATER AGENCY ELECTRIC GENERATING FACILITY

PURPOSE AND APPLICABILITY

This Application for Interconnection and Net Energy Metering is for Big Bear Area Regional Wastewater Agency's ("BBARWA") Solar Generating Facility ("Facility") not to exceed 3,000 KW ("Application"). The Facility covered by this Application is to be located on the premises of BBARWA operating in parallel with the Bear Valley Electric Service ("BVES") electric system, while offsetting part or all of the customer's own electrical requirements. This Application is not for the purpose of obtaining a rebate under the California Solar Initiative (CSI). Neither is it an application for any other rebate from BVES. When your Facility is supplying electricity to your equipment while you are simultaneously receiving power from BVES, your Facility is said to be "interconnected in parallel with BVES". An interconnection of this type can endanger the safety of those working on BVES' electric distribution lines. The purpose of this Application is to obtain all pertinent information about the design of your Facility to ensure it will operate safely.

PREREQUISITES FOR INTERCONNECTION

This Application is not a contract and does not authorize you to interconnect your Facility with the BVES electric system. The process that you and BVES will follow has been established by the California Public Utilities Commission (CPUC) and is briefly described below. You **may not** interconnect your Facility until this process is complete and BVES provides you with a letter that specifically states that all requirements for interconnection have been satisfied and authorizes the Facility to operate in parallel with BVES.

PROCESS AND INFORMATION REQUIREMENTS

Please complete the Application provided to you (upon your request to BVES). Please also review the provided Interconnection and Net Energy Metering Agreement ("Interconnection Agreement"). You may then return to the BVES representative identified below, the completed Application with the following information attached:

1. A copy of the Electrical One-line Diagram
2. A copy of a Bill of Materials (List of electric equipment)
 - Make sure the one line diagram and equipment list identify the required manual disconnect equipment identified in Rule 21 (D). The manual disconnect must be located near but not inside your electric service panel.

(Note: Use of a breaker switch in your electric panel for this purpose is not permitted.)

Upon receipt of the Application (including the above identified attachments), BVES will review the information for completeness. If data are missing or additional data are requested, you will be notified within ten (10) business days of BVES' receipt of this Application and be provided a

list of what data are missing or incomplete. If you do not receive a request for additional data, your Application is deemed complete and you will receive two (2) original, completed Interconnection Agreements for your signature. Please read them carefully, sign both original Interconnection Agreements and return both originals to the BVES representative identified below. Upon notification from your jurisdictional permitting agency that your completely installed Facility has been inspected and approved, a copy of the final written inspection clearance must be provided to BVES. Within the following ten (10) days, BVES will field inspect and verify that your Facility meets the requirements to interconnect with its electric system. You will receive a letter from BVES authorizing interconnection along with one original, fully executed Interconnection Agreement for your file.

IDENTIFYING YOURSELF

Applicant	
Street Address of Proposed Facility	
City, State, Zip	
Mailing Address (if different from above)	
Phone Number	
Fax Number (optional)	
E-mail Address (optional)	
Current BVE Meter Number	

IDENTIFYING YOUR CONTRACTOR OR INSTALLER

Name of Contractor or Installer	
Contact Person	
Street Address	
City, State, Zip	
Phone Numbers	
Fax Numbers (optional)	
E-mail Address (optional)	

DESCRIBING YOUR INSTALLATION

Installed Nameplate Capacity (Kilowatts)	Solar:	Wind:	Total:
Manufacturer of Inverter/Controller			
Inverter Model Number			
Estimated Monthly Kilowatt-hour Production			
Estimated Date of Parallel Operation			

When completed, please send the Application and accompanying documents to:

Bear Valley Electric Service

Attn: Energy Resource Manager

42020 Garstin Drive

P.O. Box 1547

Big Bear Lake, CA 92315-1547

Fax: (909) 866-5056

Form No. 74
INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR
BIG BEAR AREA REGIONAL WASTEWATER AGENCY

Page 1

(N)

(N)

(N)

PLEASE SEE ATTACHED

(N)

BEAR VALLEY ELECTRIC SERVICE

(N)

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR
BIG BEAR AREA REGIONAL WASTEWATER AGENCY

(N)

(N)

(FORM AVAILABLE UPON REQUEST)

(N)

BEAR VALLEY ELECTRIC SERVICE
INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR
BIG BEAR AREA REGIONAL WASTEWATER AGENCY

DECLARATIONS

This "Interconnection and Net Energy Metering Agreement for Big Bear Area Regional Wastewater Agency ("BBARWA") is entered into by and between BBARWA, the "Customer-Generator" ("CG") and the "Golden State Water Company" ("GSWC") and "Bear Valley Electric Service" ("BVES") a Division of GSWC, sometimes referred to herein jointly as "Parties" or individually as "Party". This Agreement applies to the CG's "Solar Generating Facility" ("Facility") identified below with the specified characteristics and does not allow interconnection or operation of facilities different than those described. Accordingly, the Parties agree as follows:

1. APPLICABILITY

This Agreement is applicable only to BBARWA installing a Facility not to exceed 3,000 KW capacity that is located on the CG's premises and is intended to be used primarily to offset the CG's electric use at the premises. The qualifying CG must have previously submitted an Application for Interconnection and Net Energy Metering to BVES that has been accepted by BVES as complete.

2. IDENTITY AND LOCATION OF CG's FACILITY

This Agreement is applicable only to a Facility at the location below. Facility may not be relocated or connected to BVES' system at any other location without BVES' express written permission.

Customer Meter Number: _____ (Assigned by BVES)

Customer Account Number: _____ (Assigned by BVES)

Applicable Rate Schedule: _____ (Assigned by BVES)

Facility

Location: _____

Address: _____

City/State/Zip: _____

3. DESCRIPTION OF CG’s EQUIPMENT

A. Effective Operating Capacity: See tables

	Type of Generator (Solar)	Solar Panels Rating (watts)	Manufacturer of Solar Panel
	<u>A</u>	<u>B</u>	<u>C</u>
<u>1</u>			
<u>2</u>			

	Manufacturer of Inverter/Controller & Model Number)	AC Output Rating Watts and Voltage	CEC Efficiency Rating	Effective Output (watts)
	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>1</u>				
<u>2</u>				

*(G) is computed as the lesser of (B) times (F) or (E) times (F)

B. Type of Visible and Lockable AC Disconnect Equipment:

To operate safely the CG’s Facility must have the capability of being disconnected from BVES’ distribution system by a dedicated switch located near but not within the customer’s electrical panel, which must be accessible by BVES and labeled with BVES approved plaques.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

C. Expected Date the Facility Will Commence Operation:

The Facility is expected to operate in parallel with BVES’ electric system on _____ which shall be not be more than eighteen months from the date of this Agreement. However, CG shall not commence parallel operation with BVES until written approval has been provided by BVES.

(CG Initials _____).

4. METERING AND BILLING

Metering requirements and billing procedures shall be governed by BBARWA’s DGS NEM-

L and Otherwise Applicable Tariff rate schedules. By signing this Agreement CG understands it will be billed and will be required to pay charges due under CG's tariff and all payments will be reconciled as provided in Schedule DGS NEM-L.

5. DECLARATIONS, ATTACHMENTS AND AGREEMENT TO TERMS

CG has read, understands, and agrees that interconnection of the facilities of the CG shall be established and maintained in accordance with the terms in Attachment A, PROVISIONS, incorporated herein by reference.

This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

- 1. Attachment A, PROVISIONS
- 2. In addition, BVES Electric Tariff Rules and Rates as amended from time to time, on file with the California Public Utilities Commission of the State of California ("CPUC").

6. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

CUSTOMER-GENERATOR		BEAR VALLEY ELECTRIC SERVICE	
By:	_____	By:	_____
	(Signature)		(Signature)
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date	_____	Date	_____

CUSTOMER GENERATOR INTERCONNECTION

BEAR VALLEY ELECTRIC SERVICE

CUSTOMER GENERATOR _____ (NAME)

ATTACHMENT "A"

PROVISIONS OF INTERCONNECTION AGREEMENT

(Agreement between Bear Valley Electric Service and Producer)

ATTACHMENT A – PROVISIONS OF INTERCONNECTION AGREEMENT

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this Agreement is to allow CG to interconnect with BVES' distribution system, subject to the provisions of this Agreement and BVES' tariff Schedules. CG has elected to interconnect and operate its Facility in parallel with BVES' electric grid. The Facility is intended primarily to offset part or all of the CG's own electrical requirements. CG shall at all times comply with this Agreement as well as with all applicable codes, standards, laws and tariffs, and applicable requirements of the CPUC, and as amended from time to time.

2. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

2.1 BVES may require CG to interrupt or reduce the output of its Facility under the following circumstances:

- (a) Whenever BVES deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
- (b) Whenever BVES determines in its sole judgment, that curtailment, interruption, or reduction of CG's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

2.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time BVES determines the continued parallel operation of the Facility may endanger the public or BVES personnel, or affect the integrity of BVES' electric system or the quality of electric service provided to other Customers, BVES shall have the right to require the Facility to be immediately disconnected from BVES' electric system. The Facility shall remain disconnected until such time as BVES is satisfied, in its sole judgment that the condition(s) causing such disconnection have ended or have been corrected.

2.3 Whenever feasible, BVES shall give CG reasonable notice of the possibility that interruption or reduction of deliveries may be required.

2.4 Electrical energy and capacity provided to CG during periods of curtailment or interruption of the output of the Facility shall be provided pursuant to the terms of the otherwise applicable tariff rate schedule(s) applicable to the electric service account to which the Facility is connected.

3. INTERCONNECTION

3.1 CG shall deliver the energy in excess of its on-site requirements to BVES at the utility's meter.

3.2 The metering requirements are detailed in BVES' Schedule DGS NEM-L.

3.3 CG shall not commence parallel operation of the Facility until receipt of the following by BVES and written approval has been provided by BVES:

- (a) An Application For Interconnection and Net Metering which has subsequently been accepted by BVES as “complete” including all supporting documents;
- (b) A completed and signed Interconnection and Net Energy Metering Agreement; and
- (c) A copy of the CG’s final inspection clearance from the governmental authority having jurisdiction over the Facility.

With these three documents fully complete, BVES’ field inspection and approval shall not be unreasonably withheld. Such approval shall normally be provided no later than (10) business days following BVES’ inspection.

3.4 BVES shall have the right to have its representatives present at the final inspection made by the governmental authority jurisdiction to inspect and approve the installation of the Facility. CG shall notify BVES in accordance with the terms of Section 11, herein at least five (5) days prior to such inspection.

3.5 CG authorizes BVES to release to the California Energy Commission (“CEC”) and the CPUC information regarding CG’s Facility, including customer name, location, size, and operational characteristics, as requested from time to time pursuant to the CPUC’s and the CEC’s rules and regulations.

4. FACILITY DESIGN REQUIREMENTS

4.1 CG shall be responsible for the design, installation, and operation of the Facility.

4.2 The Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers (“IEEE”), and accredited testing laboratories such as Underwriters Laboratories (“UL”), and, where applicable, rules of the CPUC regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741.

4.3 CG shall not add generation capacity in excess of the effective AC output rating set forth in the Section 3 of the Declaration to this Agreement, or otherwise modify the Facility without the prior written permission of BVES.

5. MAINTENANCE AND PERMITS

5.1 CG shall:

- (a) Maintain the Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 4, and
- (b) Obtain any governmental authorizations and permits required for the construction and operation of the Facility. CG shall reimburse BVES for any and all losses, damages, claims, penalties, or liability it incurs as a result of CG’s failure to obtain or maintain any governmental authorizations and permits required for construction and operation of CG’s Facility.

5.2 BVES shall have the right to review and obtain copies of CG’s operations and maintenance

records, logs, or other information, pertaining to CG's Facility or its interconnection with BVES' distribution system.

6. ACCESS TO PREMISES

BVES may enter CG's premises for the following purposes:

- (a) After giving reasonable notice to CG, to inspect CG's protective devices and read or test meter(s); and,
- (b) Without notice to disconnect the Facility and/or service to CG, whenever in BVES' sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, BVES' facilities, or property of others from damage or interference caused by the Facility, or the absence or failure of properly operating protective devices.

7. INDEMNITY AND LIABILITY

7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, managers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with:

- (a) The engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or
- (b) The making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee.

However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7.3 The provisions of this Section 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.

7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

7.6 If CG fails to comply with the insurance provisions of this Agreement, CG shall, at its own cost, defend, save harmless and indemnify GSWC, BVES, its directors, officers, managers,

employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had CG complied with the insurance provisions of Section 8. The inclusion of this Section 7.6 is not intended to create any expressed or implied right in CG to elect not to provide any such required insurance.

7.7 Notwithstanding the provisions of Section 7.1, CG shall be responsible for protecting its Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of BVES' facilities and BVES shall not be liable for any such damage so caused.

8. INSURANCE

8.1 To the extent that CG has currently in force Property insurance and CG Liability or Personal Liability insurance, CG agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. BVES shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing parallel operation.

8.2 CG shall meet the standards and rules set forth in Sections 4 and 5, have the appropriate liability insurance required in Section 8.1 and shall not be required to purchase any additional liability insurance.

8.3 Such insurance required in Section 8.1 shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to the utility prior to cancellation, termination, alteration, or material change of such insurance.

8.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Bear Valley Electric Service
Attn: Energy Resource Manager
42020 Garstin Road
P.O. Box 1547
Big Bear Lake, CA 92315

9. GOVERNING LAW, JURISDICTION OF CPUC, INCLUSION OF BVES' RATE SCHEDULES AND RULES

9.1 This 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 without

giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

9.2 This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

9.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and rules applicable to the electric service provided by BVES.

9.4 Notwithstanding any other provisions of this Agreement, BVES shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT

10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.

10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in anyone or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10.3 This Agreement shall supersede any existing agreement under which CG is currently operating the Facility identified in Section 2 of the Declaration, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

10.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

11. NOTICES

11.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

IF TO BVES: BEAR VALLEY ELECTRIC SERVICE

Attention: Energy Resource Manager

Address: 42020 Garstin Drive

P.O. Box 1547

City: Big Bear Lake, CA 92315

Phone: (800) 808-2837

FAX: (909) 866-5056

IF TO CG: CG (Name & Address Below):

Attention: _____

Address: _____

City: _____

Phone: _____

Fax: _____

12. TERM AND TERMINATION OF AGREEMENT

12.1 This Agreement shall become effective as of the later of the two dates identified by signature of CG and BVES, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days prior written notice in accordance with Section 11, herein.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to CG by BVES; or (b) changes to CG's electric load which cause CG to no longer satisfy all requirements of the definition of an Eligible CG set forth in the California Public Utilities Code.

Form No. 75

APPLICATION FOR THE INTERCONNECTION OF LOCAL WATER
AGENCIES ELECTRICAL GENERATING FACILITY

(N)

(N)

(N)

PLEASE SEE ATTACHED

(N)

BEAR VALLEY ELECTRIC SERVICE

(N)

APPLICATION FOR THE INTERCONNECTION OF
LOCAL WATER AGENCIES ELECTRIC GENERATING FACILITY

(N)

(N)

(FORM AVAILABLE UPON REQUEST)

(N)

BEAR VALLEY ELECTRIC SERVICE
APPLICATION FOR THE INTERCONNECTION OF
LOCAL WATER AGENCIES ELECTRIC GENERATING FACILITY

PURPOSE AND APPLICABILITY

This Application for Interconnection and Net Energy Metering is for local Water Agencies (“WA”) Solar Generating Facility (“Facility”) not to exceed 1,000 KW (“Application”). The Facility covered by this Application is to be located on the premises of a WA operating in parallel with the Bear Valley Electric Service (“BVES”) electric system, while offsetting part or all of the customer's own electrical requirements. This Application is not for the purpose of obtaining a rebate under the California Solar Initiative (CSI). Neither is it an application for any other rebate from BVES. When your Facility is supplying electricity to your equipment while you are simultaneously receiving power from BVES, your Facility is said to be “interconnected in parallel with BVES”. An interconnection of this type can endanger the safety of those working on BVES’ electric distribution lines. The purpose of this Application is to obtain all pertinent information about the design of your Facility to ensure it will operate safely.

PREREQUISITES FOR INTERCONNECTION

This Application is not a contract and does not authorize you to interconnect your Facility with the BVES electric system. The process that you and BVES will follow has been established by the California Public Utilities Commission (CPUC) and is briefly described below. You may not interconnect your Facility until this process is complete and BVES provides you with a letter that specifically states that all requirements for interconnection have been satisfied and authorizes the Facility to operate in parallel with BVES.

PROCESS AND INFORMATION REQUIREMENTS

Please complete the Application provided to you (upon your request to BVES). Please also review the provided Interconnection and Net Energy Metering Agreement (“Interconnection Agreement”). You may then return to the BVES representative identified below, the completed Application with the following information attached:

1. A copy of the Electrical One-line Diagram
2. A copy of a Bill of Materials (List of electric equipment)
 - Make sure the one line diagram and equipment list identify the required manual disconnect equipment identified in Rule 21 (D). The manual disconnect must be located near but not inside your electric service panel.

(Note: Use of a breaker switch in your electric panel for this purpose is not permitted.)

Upon receipt of the Application (including the above identified attachments), BVES will review the information for completeness. If data are missing or additional data are requested, you will

be notified within ten (10) business days of BVES' receipt of this Application and be provided a list of what data are missing or incomplete. If you do not receive a request for additional data, your Application is deemed complete and you will receive two (2) original, completed Interconnection Agreements for your signature. Please read them carefully, sign both original Interconnection Agreements and return both originals to the BVES representative identified below. Upon notification from your jurisdictional permitting agency that your completely installed Facility has been inspected and approved, a copy of the final written inspection clearance must be provided to BVES. Within the following ten (10) days, BVES will field inspect and verify that your Facility meets the requirements to interconnect with its electric system. You will receive a letter from BVES authorizing interconnection along with one original, fully executed Interconnection Agreement for your file.

IDENTIFYING YOURSELF

Applicant	
Street Address of Proposed Facility	
City, State, Zip	
Mailing Address (if different from above)	
Phone Number	
Fax Number (optional)	
E-mail Address (optional)	
Current BVE Meter Number	

IDENTIFYING YOUR CONTRACTOR OR INSTALLER

Name of Contractor or Installer	
Contact Person	
Street Address	
City, State, Zip	
Phone Numbers	
Fax Numbers (optional)	
E-mail Address (optional)	

DESCRIBING YOUR INSTALLATION

Installed Nameplate Capacity (Kilowatts)	Solar:	Wind:	Total:
Manufacturer of Inverter/Controller			
Inverter Model Number			
Estimated Monthly Kilowatt-hour Production			
Estimated Date of Parallel Operation			

When completed, please send the Application and accompanying documents to:

Bear Valley Electric Service

Attn: Energy Resource Manager

42020 Garstin Drive

P.O. Box 1547

Big Bear Lake, CA 92315-1547

Fax: (909) 866-5056

Form No. 76
INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR
LOCAL WATER AGENCIES

Page 1

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PLEASE SEE ATTACHED

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BEAR VALLEY ELECTRIC SERVICE

(N)

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR
LOCAL WATER AGENCIES

(N)

(N)

(FORM AVAILABLE UPON REQUEST)

(N)

BEAR VALLEY ELECTRIC SERVICE
INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR
LOCAL WATER AGENCIES

DECLARATIONS

This "Interconnection and Net Energy Metering Agreement for local Water Agencies ("WA") is entered into by and between WA, the "Customer-Generator" ("CG") and the "American States Water Company" ("AWR") and "Bear Valley Electric Service" ("BVES") a Subsidiary of AWR, sometimes referred to herein jointly as "Parties" or individually as "Party". This Agreement applies to the CG's "Solar Generating Facility" ("Facility") identified below with the specified characteristics and does not allow interconnection or operation of facilities different than those described. Accordingly, the Parties agree as follows:

1. APPLICABILITY

This Agreement is applicable only to WA installing a Facility not to exceed 1,000 KW capacity that is located on the CG's premises and is intended to be used primarily to offset the CG's electric use at the premises. The qualifying CG must have previously submitted an Application for Interconnection and Net Energy Metering to BVES that has been accepted by BVES as complete.

2. IDENTITY AND LOCATION OF CG's FACILITY

This Agreement is applicable only to a Facility at the location below. Facility may not be relocated or connected to BVES' system at any other location without BVES' express written permission.

Customer Meter Number: _____ (Assigned by BVES)

Customer Account Number: _____ (Assigned by BVES)

Applicable Rate Schedule: _____ (Assigned by BVES)

Facility

Location: _____

Address: _____

City/State/Zip: _____

3. DESCRIPTION OF CG's EQUIPMENT

A. Effective Operating Capacity: See tables

	Type of Generator (Solar)	Solar Panels Rating (watts)	Manufacturer of Solar Panel
	<u>A</u>	<u>B</u>	<u>C</u>
<u>1</u>			
<u>2</u>			

	Manufacturer of Inverter/Controller & Model Number)	AC Output Rating Watts and Voltage	CEC Efficiency Rating	Effective Output (watts)
	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>1</u>				
<u>2</u>				

*(G) is computed as the lesser of (B) times (F) or (E) times (F)

B. Type of Visible and Lockable AC Disconnect Equipment:

To operate safely the CG's Facility must have the capability of being disconnected from BVES' distribution system by a dedicated switch located near but not within the customer's electrical panel, which must be accessible by BVES and labeled with BVES approved plaques.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

C. Expected Date the Facility Will Commence Operation:

The Facility is expected to operate in parallel with BVES' electric system on _____ which shall be not be more than eighteen months from the date of this Agreement. However, CG shall not commence parallel operation with BVES until written approval has been provided by BVES.

(CG Initials _____).

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Metering requirements and billing procedures shall be governed by WA's DGS NEM-S and

Otherwise Applicable Tariff rate schedules. By signing this Agreement CG understands it will be billed and will be required to pay charges due under CG's tariff and all payments will be reconciled as provided in Schedule DGS NEM-S.

5. DECLARATIONS, ATTACHMENTS AND AGREEMENT TO TERMS

CG has read, understands, and agrees that interconnection of the facilities of the CG shall be established and maintained in accordance with the terms in Attachment A, PROVISIONS, incorporated herein by reference.

This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

1. Attachment A, PROVISIONS
2. In addition, BVES Electric Tariff Rules and Rates as amended from time to time, on file with the California Public Utilities Commission of the State of California ("CPUC").

6. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

CUSTOMER-GENERATOR	BEAR VALLEY ELECTRIC SERVICE
By: _____	By: _____
(Signature)	(Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date _____	Date _____

CUSTOMER GENERATOR INTERCONNECTION

BEAR VALLEY ELECTRIC SERVICE

CUSTOMER GENERATOR _____ (NAME)

ATTACHMENT "A"

PROVISIONS OF INTERCONNECTION AGREEMENT

(Agreement between Bear Valley Electric Service and Producer)

ATTACHMENT A - PROVISIONS OF INTERCONNECTION AGREEMENT

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this Agreement is to allow CG to interconnect with BVES' distribution system, subject to the provisions of this Agreement and BVES' tariff Schedules. CG has elected to interconnect and operate its Facility in parallel with BVES' electric grid. The Facility is intended primarily to offset part or all of the CG's own electrical requirements. CG shall at all times comply with this Agreement as well as with all applicable codes, standards, laws and tariffs, and applicable requirements of the CPUC, and as amended from time to time.

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2.1 BVES may require CG to interrupt or reduce the output of its Facility under the following circumstances:

- (a) Whenever BVES deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
- (b) Whenever BVES determines in its sole judgment, that curtailment, interruption, or reduction of CG's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

2.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time BVES determines the continued parallel operation of the Facility may endanger the public or BVES personnel, or affect the integrity of BVES' electric system or the quality of electric service provided to other Customers, BVES shall have the right to require the Facility to be immediately disconnected from BVES' electric system. The Facility shall remain disconnected until such time as BVES is satisfied, in its sole judgment that the condition(s) causing such disconnection have ended or have been corrected.

2.3 Whenever feasible, BVES shall give CG reasonable notice of the possibility that interruption or reduction of deliveries may be required.

2.4 Electrical energy and capacity provided to CG during periods of curtailment or interruption of the output of the Facility shall be provided pursuant to the terms of the otherwise applicable tariff rate schedule(s) applicable to the electric service account to which the Facility is connected.

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3.2 The metering requirements are detailed in BVES' Schedule DGS NEM-S.

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- (c) A copy of the CG’s final inspection clearance from the governmental authority having jurisdiction over the Facility.

With these three documents fully complete, BVES’ field inspection and approval shall not be unreasonably withheld. Such approval shall normally be provided no later than (10) business days following BVES’ inspection.

3.4 BVES shall have the right to have its representatives present at the final inspection made by the governmental authority jurisdiction to inspect and approve the installation of the Facility. CG shall notify BVES in accordance with the terms of Section 11, herein at least five (5) days prior to such inspection.

3.5 CG authorizes BVES to release to the California Energy Commission (“CEC”) and the CPUC information regarding CG’s Facility, including customer name, location, size, and operational characteristics, as requested from time to time pursuant to the CPUC’s and the CEC’s rules and regulations.

4. FACILITY DESIGN REQUIREMENTS

4.1 CG shall be responsible for the design, installation, and operation of the Facility.

4.2 The Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers (“IEEE”), and accredited testing laboratories such as Underwriters Laboratories (“UL”), and, where applicable, rules of the CPUC regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741.

4.3 CG shall not add generation capacity in excess of the effective AC output rating set forth in the Section 3 of the Declaration to this Agreement, or otherwise modify the Facility without the prior written permission of BVES.

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- (a) Maintain the Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 4, and
- (b) Obtain any governmental authorizations and permits required for the construction and operation of the Facility. CG shall reimburse BVES for any and all losses, damages, claims, penalties, or liability it incurs as a result of CG’s failure to obtain or maintain any governmental authorizations and permits required for construction and operation of CG’s Facility.

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BVES may enter CG's premises for the following purposes:

- (a) After giving reasonable notice to CG, to inspect CG's protective devices and read or test meter(s); and,
- (b) Without notice to disconnect the Facility and/or service to CG, whenever in BVES' sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, BVES' facilities, or property of others from damage or interference caused by the Facility, or the absence or failure of properly operating protective devices.

7. INDEMNITY AND LIABILITY

7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, managers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with:

- (a) The engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or
- (b) The making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee.

However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7.3 The provisions of this Section 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.

7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

7.6 If CG fails to comply with the insurance provisions of this Agreement, CG shall, at its own cost, defend, save harmless and indemnify AWR, BVES, its directors, officers, managers,

employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had CG complied with the insurance provisions of Section 8. The inclusion of this Section 7.6 is not intended to create any expressed or implied right in CG to elect not to provide any such required insurance.

7.7 Notwithstanding the provisions of Section 7.1, CG shall be responsible for protecting its Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of BVES' facilities and BVES shall not be liable for any such damage so caused.

8. INSURANCE

8.1 To the extent that CG has currently in force Property insurance and CG Liability or Personal Liability insurance, CG agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. BVES shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing parallel operation.

8.2 CG shall meet the standards and rules set forth in Sections 4 and 5, have the appropriate liability insurance required in Section 8.1 and shall not be required to purchase any additional liability insurance.

8.3 Such insurance required in Section 8.1 shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to the utility prior to cancellation, termination, alteration, or material change of such insurance.

8.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Bear Valley Electric Service
Attn: Energy Resource Manager
42020 Garstin Road
P.O. Box 1547
Big Bear Lake, CA 92315

9. GOVERNING LAW, JURISDICTION OF CPUC, INCLUSION OF BVES' RATE SCHEDULES AND RULES

9.1 This 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 without

giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

9.2 This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

9.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and rules applicable to the electric service provided by BVES.

9.4 Notwithstanding any other provisions of this Agreement, BVES shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT

10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.

10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in anyone or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10.3 This Agreement shall supersede any existing agreement under which CG is currently operating the Facility identified in Section 2 of the Declaration, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

10.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

11. NOTICES

11.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

IF TO BVES: BEAR VALLEY ELECTRIC SERVICE

Attention: Energy Resource Manager

Address: 42020 Garstin Drive

P.O. Box 1547

City: Big Bear Lake, CA 92315

Phone: (800) 808-2837

FAX: (909) 866-5056

IF TO CG: CG (Name & Address Below):

Attention: _____

Address: _____

City: _____

Phone: _____

Fax: _____

12. TERM AND TERMINATION OF AGREEMENT

12.1 This Agreement shall become effective as of the later of the two dates identified by signature of CG and BVES, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days prior written notice in accordance with Section 11, herein.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to CG by BVES; or (b) changes to CG's electric load which cause CG to no longer satisfy all requirements of the definition of an Eligible CG set forth in the California Public Utilities Code.

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Advice Letter No. 393-E
 Decision No. _____

Issued By
R. J. Sprowls
President

Date Filed June 18, 2020
 Effective August 1, 2020
 Resolution No. _____

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The following tariff sheets contain all effective rates and rules affecting rates and service of the utility, together with information relating thereto:

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Advice Letter No. 393-E
Decision No. _____

Issued By
R. J. Sprowls
President

Date Filed June 18, 2020
Effective August 1, 2020
Resolution No. _____

GOLDEN STATE WATER COMPANY

G.O. 96-B
SERVICE LIST

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