



June 26, 2010

Advice Letter No. 242-E

(U 913-E)

California Public Utilities Commission

Attention: Energy Division
Advice Letter Filings Room 4005

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

<u>CPUC Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling CPUC Sheet No.</u>
Original No. 1787-E	Form No. 28 Contract Demand Agreement For Customers Served Under Tariff Rate Schedule No. A-5 TOU Page 1	
Original No. 1788-E	Form No. 28 Contract Demand Agreement For Customers Served Under Tariff Rate Schedule No. A-5 TOU (Continued) Page 2	
Original No. 1789-E	Form No. 29 Firm/Non-Firm Service Agreement For Customers Served Under Tariff Rate Schedule No. A-5 TOU Page 1	
Original No. 1790-E	Form No. 29 Firm/Non-Firm Service Agreement For Customers Served Under Tariff Rate Schedule No. A-5 TOU (Continued) Page 2	

Original No. 1791-E	Form No. 29 Firm/Non-Firm Service Agreement For Customers Served Under Tariff Rate Schedule No. A-5 TOU (Continued) Page 3	
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Original No. 1793-E	Form No. 29 Firm/Non-Firm Service Agreement For Customers Served Under Tariff Rate Schedule No. A-5 TOU (Continued) Page 5	
Revised No. 1794-E	Table of Contents Page 2 of 2	Revised No. 1785-E
Revised No. 1795-E	Table of Contents Page 1 of 2	Revised No. 1786-E

SUBJECT: Service Agreement Contracts for Customers served on Rate Schedule No. A-5 TOU Primary and Secondary (Form No. 28 and Form No 29)

Purpose

GSWC is seeking authorization to establish two forms in its tariffs to accommodate four accounts currently being served on its Schedule No. A-5 TOU Primary and Schedule No. A-5 TOU Secondary. Special Condition 9g on each of these rate schedules states, "this schedule is applicable only on annual contract". This advice letter is establishing the contracts, in which to provide service. Rate Schedules A-5 TOU Primary and Schedule No. A-5 TOU Secondary were approved by the Commission in its Decision No. 09-10-028.

Background

BVES currently has four A-5 TOU customers that are served as interruptible. These four are the largest accounts on the BVES system and comprise the entire Large Power Revenue

Class. All four accounts have currently elected a zero firm level that provides for a 100% load reduction at BVES' request.

Three of the four accounts take the interruptible service because BVES could not provide the capacity to serve its firm customers and snowmaking operations simultaneously. In 2007, a BVES transmission project modified the line design of the primary distribution system from a radial system to a loop configuration. This increased the load carrying capacity of the lines serving the recreational area, removing the need for mandatory interruptible service. BVES built and placed into commercial on January 1, 2005, its own Bear Valley Power with a capacity of 8.4 MW, to meet the demand of its customers and avoid interrupting customers.

Interruptible customers receive a lower rate in exchange for their agreement to reduce their load when requested by BVES for a number of reasons, including local and statewide power emergencies. The capacity freed up by these customers may assist BVES in avoiding transmission charges from SCE and reduce the need for BVES to purchase power at escalated prices and may avoid outages. While electing to be interruptible helps the A-5 TOU accounts avoid the significant TOU demand charges of firm service.

The Commission issued Decision No. 09-10-028 on October 15, 2009. The settlement agreement in this decision established Schedules A-5 TOU Primary and A-5 TOU Secondary.

As stated in the Special Condition 9g on each of the rate schedules, these schedules are applicable only on annual contract. All or part of a customer's maximum operating demand may be designated as interruptible load. The portion of the customer's demand that is designated as interruptible load shall not be less than 100 kilowatts. The interruptible load shall be specified in the annual interruptible service contract, upon mutual agreement of BVES and the customer. For purposes of designating the customer's interruptible load, the customer's maximum operating demand shall be the customer's highest demand recorded in any time period during the twelve months preceding execution of the annual contract, not to exceed that customer's contract maximum demand under regular service schedule.

No cost information is required for this advice filing.

This filing will not increase or decrease any rate or charge, cause the withdrawal of service, nor conflict with any rate schedules or rules.

TIER DESIGNATION

Pursuant to D. 07-01-024, this advice letter is submitted with a Tier 1 designation.

EFFECTIVE DATE

GSWC respectfully requests approval of this Advice Letter allowing these forms to become applicable July 1, 2010.

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 with 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: ijnj@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:

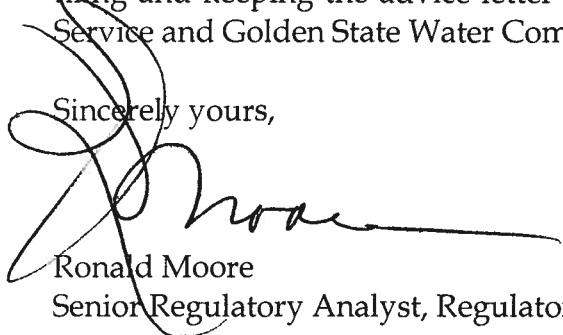
Golden State Water Company
ATTN: Ronald Moore
630 East Foothill Blvd.
San Dimas, CA 91773
Fax: 909-394-7427
E-mail: rkmoore@scwater.com

If you have not received a reply to your protest within 10 business days, contact Ron Moore at 909-394-3600 ext. 682.

No individuals or utilities have requested notification of filing of tariffs. In accordance with General Order 96-B, a copy of this advice letter is being furnished to the entities listed on the attached service list.

In accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice letter filing open for public inspection at Bear Valley Electric Service and Golden State Water Company Headquarters.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Ron Moore', with a long horizontal flourish extending to the right.

Ronald Moore
Senior Regulatory Analyst, Regulatory Affairs

c: Julie Fitch, Chief
CPUC- Energy Division

Donald Lafrenz,
CPUC- Energy Division

R. Mark Pocta
CPUC - Office of Ratepayer Advocates

Form No. 28

CONTRACT DEMAND AGREEMENT FOR CUSTOMERS
SERVED UNDER TARIFF RATE SCHEDULE NO. A-5 TOU

Page 1 of 2

This Contract Demand Agreement ("Agreement") is entered into by and between _____ (N)
"Customer" having an account served under Tariff Rate Schedule No. A-5 TOU ("A-5 TOU Rate") 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 is applicable only to electric use for the account served under the A-5 TOU Rate (either "Primary" or "Secondary" as further identified below). The A-5 TOU Rate may be amended from time to time as approved by the California Public Utilities Commission.

Customer understands this Agreement is required for service under A-5 TOU Rate for the purpose of identifying the Contract Demand for use in determining the Minimum Charge contained in A-5 TOU Rate. This Agreement applies equally to Customer's service under Firm or Non-Firm under the A-5 TOU Rate.

Accordingly, the Parties agree as follow:

1. THE IDENTITY AND LOCATION OF ACCOUNT

This Agreement is applicable only to the account identified below:

Customer Address: _____ (Assigned by BVES)

Customer Meter Number: _____ (Assigned by BVES)

Customer Account Number: _____ (Assigned by BVES)

Applicable A-5 TOU Schedule: **Primary** or **Secondary** (check one only)

2. APPLICATION OF CONTRACT DEMAND IN THE TARIFF

The A-5 TOU Rate specifies that the Minimum Charge:

"Will be equal to the Service Charge per meter, per day, plus \$0.75 per kW times Contract Demand".

The A-5 TOU Rate defines that the Contract Demand:

"Is the demand determined, at BVES option, by an engineering evaluation of the connected load or as the highest recorded billing demand in the past five years."

3. ACCESS AND REQUESTS FOR INFORMATION

The Customer will provide BVES with any information required to determine the connected load and, if necessary, provide access to the premises at which the equipment for this account is located.

4. CONTRACT DEMAND

The Parties agree that the Contract Demand for the above account is _____ kW.

(Continued)

Form No. 28

**CONTRACT DEMAND AGREEMENT FOR CUSTOMERS
SERVED UNDER TARIFF RATE SCHEDULE NO. A-5 TOU**

(Continued)

Page 2 of 2

(N)

5. MODIFICATION OF THIS AGREEMENT

This Agreement may be modified at the sole discretion of BVES due to either of the following conditions:

- a. BVES believes the Customer has changed the connected load for the account for which this Agreement applies
- b. The Maximum Demand as specified in the A-5 TOU Rate has exceeded the Contract Demand as specified in the currently effective Agreement.

If, in the opinion of BVES, either of these conditions applies, BVES may require the Agreement to be amended or otherwise modified in writing to account for such information.

6. TERM

This Agreement shall become effective on the latter of the two signatory dates contained in Section 9 below and shall remain effective until such time as the identified account is closed or the account no longer qualifies for service under A-5 TOU Rate.

7. COMPLIANCE WITH LAWS

The Parties shall comply with the terms and conditions of the applicable TOU tariff, and all local, state and federal rules, regulations and laws.

8. COMMISSION AUTHORITY

This Agreement shall at all times be subject to the California Public Utilities Commission and to any changes or modifications that the Commission may, from time to time, direct in the exercise of its jurisdiction.

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

9. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

CUSTOMER

BVES

By: _____ By: _____
(signature) (signature)

Name: _____ Name: _____

Title: _____ Title: Energy Resource Manager

Date: _____ Date: _____

(N)

Form No. 29

FIRM/NON-FIRM SERVICE AGREEMENT FOR CUSTOMERS
SERVED UNDER TARIFF RATE SCHEDULE NO. A-5 TOU

(N)

This Service Agreement ("Agreement") is entered into by and between _____
"Customer" having an account served under Tariff Rate Schedule No. A-5 TOU ("A-5 TOU Rate") and 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 is applicable only to electric use
for the account served under the A-5 TOU Rate (either "Primary" or "Secondary" as further identified below).
The A-5 TOU Rate may be amended from time to time as approved by the California Public Utilities
Commission.

Customer understands that to qualify for the "Non-Firm" demand charges specified under the A-5 TOU Rate,
Customer must permit BVES to interrupt either the entire electric service to the Customer (100% Non-Firm), or
some lesser amount, but no less than 100 kW of electric service provided to the meter identified below in this
Agreement. Further, in the event Customer does not voluntarily interrupt the load in excess of the "Firm" level
identified below as requested by BVES, Customer's entire service at the meter specified below may be
disconnected without notice by BVES.

Accordingly, the Parties agree as follow:

1. THE IDENTITY AND LOCATION OF INTERRUPTIBLE ACCOUNT

This Agreement is applicable only to the account identified below:

Customer Address: _____ (Assigned by BVES)

Customer Meter Number: _____ (Assigned by BVES)

Customer Account Number: _____ (Assigned by BVES)

Applicable A-5 TOU Schedule: **Primary** or **Secondary** (check one only)

2. TERM

This Agreement shall become effective on the latter of the two signatory dates contained in Section 11
below. This Agreement shall remain effective unless written termination is provided to the other Party once
per year in the month of April, and no later than April 30 of any year, by the Customer or BVES. At that
time, Customer may elect to modify the Firm Service Level or discontinue taking Non-Firm Service and
thereby terminating this Agreement and foregoing the benefit of the lower rates provided under Non-Firm
Service under the A-5 TOU Rate. Customer may elect to do so only once each year during the month of
April as outlined here.

(continued)

(N)

Form No. 29

FIRM/NON-FIRM SERVICE AGREEMENT FOR CUSTOMERS
SERVED UNDER TARIFF RATE SCHEDULE NO. A-5 TOU
(Continued)

(N)

Customer shall provide written notification of such changes to BVES to the person identified below:

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

3. FIRM SERVICE LEVEL

The Firm Service Level is defined as the base level of electric demand (kW) that will not be interrupted unless there is an electrical outage or other such event over which BVES has no control. Electric demand above the Firm Service Level is the Customer's Non-Firm load which, under normal operation conditions, is the amount of load subject to interruption during the identified period of BVES interruption. The Firm Service Level shall be specified by the Customer and agreed to by BVES.

The Firm Service Level may be zero or a level of demand (kW) representing key equipment that can be identified and isolated on the Customer's side of the meter from the Customer's total service such that it cannot be interrupted. The Parties agree with the following:

Firm Service Level will be _____ KW.

The remainder of Customer's electrical service is deemed Non-Firm and subject to interruption at BVES' discretion under this Agreement.

4. INTERRUPTION REQUIREMENTS

Notice of interruption, the duration of interruption and any required Customer control facilities (if required by BVES) are specified in BVES' Tariff. In addition, whether BVES or the Customer exercise control in initiating the interruption, it is solely at BVES' option as specified in the A-5 TOU Rate. However, depending upon the Firm Service Level elected above, the Customer may be asked by BVES to take one of the following actions, solely at the request of BVES and at BVES' discretion.

a. The Customer may be requested by BVES to reduce electrical demand to the Firm Service Level.

The Customer may be requested to reduce their entire load to zero only if the Firm Service Level as specified above is zero, in which case all of the Customer's electric demand (kW) will be billed under the Tariff's Non-Firm rates during the Term of this Agreement. If the Firm Service Level is other than zero, only that demand (kW) above the Firm Service Level will be billed under the Tariff's Non-Firm rates and the Firm Service rates will apply to a demand up to the Firm Service Level.

b. The Customer may be requested by BVES to reduce electrical demand to a level above that identified herein as the Firm Service Level.

The Customer may be requested by BVES to reduce the load to a level greater than the Firm Service Level only if the Customer has declared a Firm Service Level of zero and the reduction requested by BVES is deemed to be sufficient to meet emergencies. As in the action above, Customer with a zero Firm Service Level shall receive all electrical service and will be billed under the Tariff's Non-Firm rates during the Term of this Agreement.

(Continued)

(N)

Form No. 29

FIRM/NON-FIRM SERVICE AGREEMENT FOR CUSTOMERS
SERVED UNDER TARIFF RATE SCHEDULE NO. A-5 TOU
(Continued)

(N)

5. BILLING WITH A SPECIFIED FIRM SERVICE LEVEL

A. Demand Charges

The Demand Charges in any month shall be the sum of the Firm and Non-Firm Demand Charges (Section 1+ Section 2 noted below):

- 1. Firm Demand Charges: Will be equal to the Firm Service Level demand times the sum of the following Demand Charges specified in the A-5 TOU Rate by season. However, if the total metered Maximum Demand in any period is less than the Firm Service Level, the Firm service demand charge will be the metered demand by time period times the Demand Charges as specified in the A-5 TOU Rate by season.

The Demand Charges that apply to Firm Service as specified in the A-5 TOU Rate by season are:

- a) Maximum Monthly Demand Charge (Firm Service)
- b) On-Peak Supply (Firm Service)
- c) On-Peak Base (Firm Service)
- d) Mid-Peak Base (Firm Service)

- 2. Non-Firm Demand Charges: Will be equal to the demand recorded by the meter in each time period (e.g. On-peak, and Mid-peak) net of the Firm Service Level, times the Non-Firm Service rates specified by each time period in the A-5 TOU Rate by season. However, if the total metered Maximum Demand in any period is less than the Firm Service Level demand, the Non-Firm demand will be zero.

The Demand Charges that apply to Non-Firm Service as specified in the A-5 TOU Rate by season are:

- a) On-Peak Supply (Non Firm Service)
- b) On-Peak Base (Non-Firm Service)
- c) Mid-Peak Base (Non-Firm Service)

B Energy Charges With A Firm Service Level Greater Than Zero

Under the current A-5 TOU Rate, the Energy Charges for both Firm and Non-Firm are identical.

6. ASSIGNMENT

Customer shall not assign this Agreement without prior written consent of BVES.

(N)

(Continued)

Form No. 29

FIRM/NON-FIRM SERVICE AGREEMENT FOR CUSTOMERS
SERVED UNDER TARIFF RATE SCHEDULE NO. A-5 TOU
(Continued)

7. DISCLAIMER OF WARRANTY

No promise, representation, warranty, or covenant not included in the Agreement has been, or is relied on by either Party. Each Party has relied on its own examination of this Agreement, the counsel of its own advisors, and the warranties, representations, and covenants in the Agreement itself.

8. LIMITATION OF LIABILITY

The limitations of liability set forth below shall not apply to errors or omissions caused by willful misconduct, fraudulent conduct, or violations of law. In no event shall BVES, its parent company nor its subsidiaries and divisions as may be created in the future, its shareholders, directors, officers, employees, agents or subcontractors, assigns and successors in interest ("BVES and its Agents") be liable to Customer for any direct, indirect, consequential, special, incidental, or punitive damages under any other theories including, but not limited to, tort, contract, breach of warranty or strict liability for the failure or malfunction, operation, maintenance, performance of any of BVES' control equipment, or the failure of BVES to give notice of a disconnection or period of interruption. The Customer shall indemnify, defend, and hold harmless BVES and its Agents from and against any and all liability (including liability based upon negligence and liability without fault), damages, costs, losses, claims, demands, actions, causes of action, attorneys' fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property, including the property and personnel of BVES and its Agents, to the extent caused by BVES initiating a period of interruption by notice or disconnecting the Customer without giving notice or reconnecting the Customer with or without giving notice. The control equipment includes any metering, meter communication equipment, Internet communication software, energy demand management software and related goods and services. BVES shall not be responsible for any business loss, actual or implied, as a result of the partial or complete failure of the equipment to operate.

9. COMPLIANCE WITH LAWS

The Parties shall comply with the terms and conditions of BVES' Tariff applicable TOU Rate, and all, local, state and federal rules, regulations and laws. The A-5 TOU Rate may be amended from time to time as approved by the California Public Utilities Commission

10. COMMISSION AUTHORITY

This Agreement shall at all times be subject to the California Public Utilities Commission and to any changes or modification that the Commission may, from time to time, direct in the exercise of its jurisdiction.

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

(N)

(N)

(Continued)

GOLDEN STATE WATER COMPANY

630 E. FOOTHILL BLVD., P. O. BOX 9016

SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1793-E

Canceling _____ Cal. P.U.C. Sheet No. _____

Form No. 29

FIRM/NON-FIRM SERVICE AGREEMENT FOR CUSTOMERS
SERVED UNDER TARIFF RATE SCHEDULE NO. A-5 TOU
(Continued)

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11. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Contract to be executed by their duly authorized representatives.

CUSTOMER

BVES

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: Energy Resource Manager

Date: _____

Date: _____

(N)

(N)

Advice Letter No. 242-E
Decision No. 09-10-028

ISSUED BY
R. J. Sprowls
President

Date Filed _____
Effective Date _____
Resolution No. _____

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ISSUED BY

Date Filed _____

Advice Letter No. 242-E
 Decision No. 09-10-028

R. J. Sprowls
 President

Effective Date _____
 Resolution No. _____

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(Continued)

**BIG VALLEY ELECTRIC SERVICE
SERVICE LIST**

BIG BEAR CITY COMMUNITY
SERVICES DIST.
P.O. BOX 558
BIG BEAR CITY, CA 92314

CITY CLERK
CITY OF BIG BEAR LAKE
P.O. BOX 10000
BIG BEAR LAKE, CA 92315

CITY ATTORNEY
CITY OF BIG BEAR LAKE
P.O. BOX 10000
BIG BEAR LAKE, CA 92315

COUNTY CLERK
COUNTY OF SAN BERNARDINO
385 N. ARROWHEAD AVE., 2ND FLOOR
SAN BERNARDINO, CA 92415-0140

COUNTY COUNSEL
COUNTY OF SAN BERNARDINO
385 N. ARROWHEAD AVE., 4TH FLOOR
SAN BERNARDINO, CA 92415-0140

CALIFORNIA PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94101
ATTN: DIRECTOR,
OFFICE OF RATEPAYER ADVOCATES

ERIC JANSSEN
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