



July 19, 2010

Advice Letter No. 243-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>
Revised No. 1796-E	Schedule No. NEM-L Net Energy Metering- Large Page 1	Revised No. 1438-E, 1439-E
Revised No. 1797-E	Schedule No. NEM-L Net Energy Metering- Large Page 2	Revised No. 1438-E, 1439-E
Revised No. 1798-E	Schedule No. NEM-L Net Energy Metering- Large Page 3	Revised No. 1438-E, 1439-E
Revised No. 1799-E	Schedule No. NEM-L Net Energy Metering- Large Page 4	Revised No. 1438-E, 1439-E
Revised No. 1800-E	Schedule No. NEM-S Net Energy Metering- Small Page 1	Revised No. 1438-E, 1439-E
Revised No. 1801-E	Schedule No. NEM-S Net Energy Metering- Small Page 2	Revised No. 1438-E, 1439-E

Revised No. 1802-E	Schedule No. NEM-S Net Energy Metering- Small Page 3	Revised No. 1438-E, 1439-E
Revised No. 1803-E	Schedule No. NEM-S Net Energy Metering- Small Page 4	Revised No. 1438-E, 1439-E
Original No. 1804-E	Form No. 30 Net Energy Metering Surplus Electricity Compensation Selection Form	
Original No. 1805-E	Form No. 31 Interconnection and Net Energy Metering Agreement for Large Commercial Customers of a Solar, Wind or Hybrid of Both Generating Facility Having a Capacity of 30KW to 1,000 KW Page 1	
Original No. 1806-E	Form No. 31 Interconnection and Net Energy Metering Agreement for Large Commercial Customers of a Solar, Wind or Hybrid of Both Generating Facility Having a Capacity of 30KW to 1,000 KW Page 2	
Original No. 1807-E	Form No. 31 Interconnection and Net Energy Metering Agreement for Large Commercial Customers of a Solar, Wind or Hybrid of Both Generating Facility Having a Capacity of 30KW to 1,000 KW Page 3	
Original No. 1808-E	Form No. 31 Interconnection and Net Energy Metering Agreement for Large Commercial Customers of a Solar, Wind or Hybrid of Both Generating Facility Having a Capacity of 30KW to 1,000 KW Page 4	

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Revised No. 1832-E

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Revised No. 1795-E

**SUBJECT:** Revisions to Schedule NEM (Net Energy Metering) in Compliance with  
Assembly Bill 920

### **PURPOSE**

The purpose of this filing is to revise and amend Electric Schedules NEM (*Net Energy Metering*) and Forms in compliance with Assembly Bill (AB) 920, to allow eligible customer-generators to receive compensation for net surplus electricity generated during a 12-month period. Currently, at the end of the relevant 12-month period, any credit for excess energy is retained by the utility and net producer is not owed any compensation for the excess energy produced. GSWC is also proposing to separate its current Schedule No. NEM into two separate schedules, NEM-L and NEM-S. The difference between the NEM-S and NEM-L will be the size/capacity of the solar/biomass generator. NEM-S customer will have a capacity of less than 30 KW. NEM-L customers will have a capacity of more than 30KW.

### **BACKGROUND**

On October 11, 2009, AB 920 became law and modified Public Utilities (PU) Code Section 2827 for net energy metering. These revisions require the ratemaking authority for the electric utility to adopt a net surplus electricity compensation valuation and to compensate a net surplus customer generator for net surplus electricity generated by an eligible customer-generator and delivered to the grid. This is to be done by January 1, 2011.

The revised Section 2827 requires the electric utility to offer a standard contract or tariff to eligible customer-generators that includes compensation for the value of the net surplus electricity. The electric utility is required, upon an affirmative election by the eligible customer generator, to either: (1) provide net surplus electricity compensation for any net surplus electricity generated in the 12-month period, or (2) allow the eligible customer-generator to apply the net surplus electricity as a credit for kilowatt-hours subsequently supplied by the electric utility. If an eligible customer-generator declines to elect compensation for net surplus electricity, the electric utility shall retain any excess kilowatt-hours generated during the prior 12-month period.

On January 15, 2010, the California Public Utilities Commission issued a Ruling to begin the process of establishing further details of this program to meet the January 1, 2011, statutory deadline.

**TARIFF REVISIONS**

BVES proposes to revise its NEM Schedules and Forms to be consistent with PU Code Section 2827 to include the option, available at the customer's election, to receive compensation for net surplus electricity.

As required, BVES will provide notice to all NEM customers informing them of the changes required by AB 920. The notice will inform NEM customers that they are eligible to receive net surplus electricity compensation, they must elect to receive this net surplus compensation, and that the 12-month period used for purposes of compensation commences when the electric utility receives the eligible customer-generator's election.

When the Commission adopts a net surplus electricity valuation later in 2010, BVES will file an additional Advice Letter to revise its tariffs accordingly and pursuant to Commission direction.

At that time, BVES will notify NEM customers of the valuation determined by the Commission as well as their choices for compensation.

BVES proposes to revise its NEM schedules and forms to be consistent with the changes required in AB 920, by adding a special condition noting the new compensation option for net surplus electricity:

Pursuant to Assembly Bill 920, starting January 1, 2011, a NEM customer with "net surplus electricity" (all electricity generated by an eligible customer measured in kilowatt-hours that exceeds the amount of electricity consumed by that eligible customer over a 12-month period), will be provided with options regarding net surplus compensation, which valuation remains subject to further Commission action. Until then, NEM customers may choose from the following three options:

1. Begin the tracking of surplus energy at the end of the customer's current 12-month relevant period; or
2. Begin the tracking of surplus energy immediately, thereby establishing a new 12-month relevant period. Under this option, BVES will perform the normal reconciliation of the customer's account and the new 12-month relevant period will begin on the next regularly-scheduled meter read date. Under this selection, any surplus electricity available at the time of selecting the new relevant 12-month period will be zeroed out; or
3. Not receive any true-up net surplus electricity compensation by notifying BVES in writing that they do not wish to participate.



No cost information is required for this advice filing.

This filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

**EFFECTIVE DATE**

GSWC respectfully requests approval of this Advice Letter allowing these forms to become applicable and effective on February 1, 2010, pursuant to AB 920.

**NOTICE AND PROTESTS**

A copy of this filing has been served on the utilities and interested parties shown on the attached list, including interested parties to service list R.08-03-008 and R.08-08-009 by either providing them a copy electronically or by mailing them a copy hereof, properly stamped and addressed.

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](http://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: [jnj@cpuc.ca.gov](mailto:jnj@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

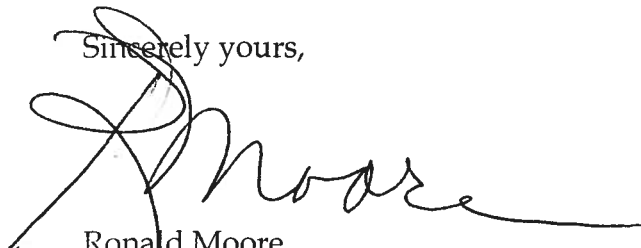
E-mail: [rkmoore@scwater.com](mailto:rkmoore@scwater.com)

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,



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

Service List R.08-03-008

Service List R.08-08-009

**Schedule No. NEM-L**  
**NET ENERGY METERING-LARGE**

(N)

**APPLICABILITY**

Applicable to Eligible Large Customer-Generators or "CG", including CGs utilizing Wind Energy Co-Metering, as defined in Special Condition 5.b, pursuant to Public Utilities Code (PU Code) Sections 2827 and 2827.8, with a generating capacity of 30 kW or greater, but not more than 1,000 kW. Note that Residential and Small Commercial customers are served under Schedule No. NEM-S. Availability of Schedule No. NEM-L will be on a first come, first serve basis until such time as the total rated generating capacity provided by all CGs under Net Energy Metering (NEM-S plus NEM-L) equals five percent (5%) of Bear Valley Electric Service (BVES) aggregate customer peak demand. An executed Net Energy Metering Surplus Generation Selection Form is required for eligible customers electing Net Surplus Compensation as provided in Special Conditions 4.c

**TERRITORY**

Big Bear Lake and vicinity, San Bernardino County.

**RATES**

In each billing period, it will be determined whether a CG 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 CG and delivered into BVES electric system each billing period.

Thus, where "ES" is "energy supplied" and/or delivered by BVES, and "EP" is "energy produced" by the CG and delivered into BVES system: Net Energy = ES minus EP

When Net Energy is positive, the CG is a "net energy consumer".

When Net Energy is negative, the CG is a "net energy producer".

As determined in each billing period, when the CG 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 Otherwise Applicable Tariff (OAT).

As determined in each billing period, when a CG 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 the customer's OAT in each billing period.

When a CG utilizing Wind Energy Co-Metering as defined in Special Condition 5.j., is a net producer of energy, the resulting net produced energy will be used in the calculation of generation energy credits, by multiplying the customer's net produced kWh in each billing period by the applicable Utility Energy Supply related rate in each billing period.

**SPECIAL CONDITIONS**

- 1. Required Contract: An **Application for Interconnection and Net Energy Metering** (Form No. 32) and an executed **Interconnection and Net Energy Metering Agreement** (Form No. 31) are required for service under this schedule.

(Continued)

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**Schedule No. NEM-L**  
**NET ENERGY METERING-LARGE**  
(Continued)

(N)

- 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 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.
  - b. For all customers 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 all customers served under this Schedule all applicable Service Charges as defined in Special Condition 5.g, and Demand Charges as defined in Special Condition 5.e., and/or other non-energy related charges, as defined in the customer's OAT, shall apply, regardless of the CG's monthly net production.
  - b. BVES will provide the CG with net energy consumption information every billing period, upon the customer's inquiry, that will include the current accrued balance owed to BVES for positive net energy charges, if any.
  - c. It is mandatory under this schedule to pay all applicable charges, energy and non-energy related, every billing period, in accordance with the customer's OAT.
  - d. For all customers served under this Schedule, except CGs Utilizing Wind Energy Co-Metering, energy credits will be used to offset the energy-related charges on the final bill when they cease service under this Schedule. However, at no time will energy credits be applied towards any non-energy related charges.
  - e. For all CGs Utilizing Wind Energy Co-Metering, generation energy credits will be used to offset generation-related energy charges on the final bill when they cease service under this Schedule. The generation energy credits of a CGs Utilizing Wind Energy Co-Metering can only be used to offset the generation portion of the energy related charges in accordance with the customer's applicable TOU rate as provided for in Special Condition 5.i.
  - 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 and bill the customer for positive Net Energy charges (if any).
- 4. Annual Energy Reconciliation: All CG's will receive an annual reconciliation of all energy charges and payments made for the energy component of service provided by BVES. This reconciliation will occur at the end of each Relevant Period. At this reconciliation all energy charges, energy credits and energy payments made, if any, will be tallied and reconciled in the final bill 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 CG for energy use during the Relevant Period shall be carried forward as a one-time credit to the next billing period.

(N)

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**Schedule No. NEM-L**  
**NET ENERGY METERING-LARGE**  
(Continued)

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- 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. Customers electing Net Surplus Compensation as provided for in part 4.c of this Special Conditions may receive additional credit or compensation.
- c. Effective January 1, 2010, eligible customers who qualify as Net Surplus Generators (as defined in Special Condition 5) may be eligible for compensation for Net Surplus Energy produced during a Relevant Period commencing in 2010 or thereafter. Net Surplus Generators must elect compensation by executing a Net Energy Metering (NEM) Surplus Generation Selection Form (Form No. 30). The Relevant Period used for purposes of measuring Net Surplus Energy commences with the election by the Customer of Net Surplus Energy compensation.
  - i. The Customer may elect to begin Net Surplus Energy compensation with the start of their next Relevant Period. BVES will perform the bill reconciliation as described above, and any unused energy credits and/or generation energy credits remaining shall be zeroed out prior to the commencement of the new Relevant Period.; or
  - ii. The Customer may establish a new Relevant Period, commencing with the next regularly scheduled meter read date following the execution of a Surplus Generation Selection Form. BVES will perform the bill reconciliation as described in Section c.i above, and any unused energy credits and/or generation energy credits remaining shall be zeroed out prior to the commencement of the new Relevant period.

Customers electing to receive compensation for Net Surplus Energy may begin receiving such compensation beginning with the conclusion of the Customer's Relevant Period in 2011. Customers electing Net Surplus Energy compensation will continue to receive such compensation for each Relevant Period following the execution of such election, unless the Customer affirmatively elects to end Net Surplus Energy compensation. Customers are eligible to revise their Net Surplus Energy elections, annually, as provide under Rule 12.

The value and form of compensation provided for Net Surplus Energy will be determined by the Commission prior to January 2011.

- 5. Definitions: The following definitions are applicable to service provided under this Schedule.
  - a. Eligible Large Customer-Generator (CG) under Schedule NEM-L: Includes all Commercial Customers, as defined in Special Condition 5.d. who use a Facility as defined in Special Condition 5.f. Note that Schedule NEM-L does not apply to residential and small commercial Facilities, see NEM-S. The CG Facility qualifying for service under NEM-L must: be located on the eligible Customer's Premises as defined in Special Condition 5.c.; be interconnected and operated in parallel with BVES electric system; be intended primarily to offset part or all of the customer's own electrical requirements; and meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability.

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**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Revised Cal. P.U.C. Sheet No. 1799-E

Canceling Revised Cal. P.U.C. Sheet No. 1438-E,  
1439-E

**Schedule No. NEM-L**  
**NET ENERGY METERING-LARGE**  
(Continued)

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(N)

- b. Eligible Large Customer-Generator Utilizing Wind Energy Co-Metering: In accordance with Section 2827.8 of the PU Code, any CG with a wind turbine having an electrical generating nameplate capacity greater than 50 kW taking service under this tariff, is required to do so pursuant to this section. This includes eligible CGs with a solar and wind hybrid system that is located on the eligible Customer's Premises, that is interconnected and operated in parallel with BVES electric system, and that is intended primarily to offset part or all of the customer's own electrical requirements, and that meets all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability
- c. Customer's Premises: The rented, leased or owned commercial establishment to which the solar, wind or hybrid system of both is connected.
- d. Commercial Customer: A Commercial customer presently served under rate schedules A-2, A-3 or A-4 TOU.
- e. Demand Charges: One component of an electric customer's bill, (along with the customer charge and the energy charge). This charge recovers some of the costs BVES incurs in providing sufficient operating capacity to meet that customer's maximum demand. The demand charge is based on the highest level of kW required by the customer during a billing period.
- f. Facility: A solar or wind turbine electrical generating facility, or a hybrid system of both, with a total capacity of more than 30 kW up to a limit of 1,000 kW.
- g. Service Charges: Includes all customer related charges such as the meter charge, and the minimum charge, as defined in the customer's applicable rate.
- h. Relevant Period: A twelve-month period, or portion thereof, if the agreement is terminated before the period ends, and commencing on the effective date of the executed Interconnection and Net Energy Metering Agreement.
- i. Utility Energy Supply: The energy supply components and costs in the customer's applicable rate are indicated by asterisks in each schedule. For CGs Utilizing Wind Energy Co-Metering, BVES Energy Supply is the only portion of their applicable rate that will be offset by energy they produce.
- j. Wind Energy Co-Metering: A CG with a facility that includes a wind generator with a capacity greater than 50 kW. The output of a Wind Energy Co-Metered facility will offset only BVES Energy Supply as defined above.
- k. Net Surplus Energy: All electricity generated by an eligible customer-generator measured in kilowatt-hours over a 12-month period that exceeds the amount of electricity consumed by that eligible customer-generator.
- l. Net Surplus Generator: An eligible customer-generator that generates more electricity during a 12-month period than is supplied by the electric utility to the eligible customer-generator during the same 12-month period.

(N)

ISSUED BY

Date Filed \_\_\_\_\_

**R. J. Sprowls**

Effective Date \_\_\_\_\_

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

President

Resolution No. \_\_\_\_\_

**Schedule No. NEM-S**  
**NET ENERGY METERING-SMALL**

Page 1 of 4

**APPLICABILITY**

Applicable to Eligible Small Customer-Generators (CG), as defined in Special Condition 5.a., pursuant to Public Utilities Code (PU) Sections 2827 and 2827.8, with a generating capacity of less than 30 kilowatts (kW). Large commercial customers or customers with renewable generating capacity of 30 kW and greater are served under Schedule No. NEM-L. Availability of Schedule No. NEM-S will be on a first come, first serve basis until such time as the total rated generating capacity provided by all CGs under Net Energy Metering (NEM-S plus NEM-L) equals five percent (5%) of Bear Valley Electric Service (BVES) aggregate customer peak demand. An executed Net Energy Metering Surplus Generation Selection Form is required for eligible customers electing Net Surplus Compensation as provided in Special Conditions 4b

(N)

**TERRITORY**

Big Bear Lake and vicinity, San Bernardino County.

**RATES**

In each billing period, it will be determined whether a CG 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 CG and delivered into BVES' electric system each billing period.

Thus, where "ES" is "energy supplied" and/or delivered by BVES, and "EP" is "energy produced" by the CG and delivered into BVES system: Net Energy = ES minus EP

When Net Energy is positive, the CG is a "net energy consumer".

When Net Energy is negative, the CG is a "net energy producer".

As determined in each billing period, when the CG 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 Otherwise Applicable Tariff (OAT).

As determined in each billing period, when a CG 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 the customer's OAT.

**SPECIAL CONDITIONS**

1. Required Contract: An **Application for Interconnection and Net Energy Metering** (Form No. 33) and an executed **Interconnection and Net Energy Metering Agreement** (Form No. 34) are required for service under this schedule.
2. Metering:  
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' expense. Any upgraded net meter, if requested in writing by the customer, will be installed at the customer's expense. BVES may elect to install an additional meter or meters, at BVES 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.

(Continued)

(N)



**Schedule No. NEM-S**  
**NET ENERGY METERING-SMALL**  
(Continued)

(N)

- 3. Billing:
  - a. For all customers served under this Schedule all applicable Monthly Service Charges as defined in Special Condition 5.e., and/or other non-energy related charges, as defined in the customer's OAT, shall apply, regardless of the CG's monthly net production. Energy credits may not be used to offset these charges.
  - b. BVES will provide the CG with net energy consumption information every billing period, upon the customer's inquiry, that will include the current accrued balance owed to BVES for positive net energy charges, if any.
  - c. For Residential Customers as defined in Special Condition 5.g. and Small Commercial Customers as defined in Special Condition 5.c., energy related charges and credits are accumulated until the end of a Relevant Period as defined in Special Condition 5.f. at which time BVES will reconcile all charges for net energy use and net energy credits as provided in Special Condition 4. However, upon a customer's request, BVES shall permit a Residential Customer or Small Commercial Customer to pay all applicable energy charges every billing period in accordance with the customer's OAT. Such request must be made by the customer upon initiation of service under this Schedule or upon written notice to BVES no later than thirty (30) days prior to the end of a Relevant Period, whichever applies, and customers cannot change their billing preference at any other time.
  - d. For all customers served under this Schedule, energy credits will be used to offset the energy-related charges on the final bill when they cease service under this Schedule. However, at no time will energy credits be applied towards any non-energy related charges.
  - e. 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 and bill the customer for positive Net Energy charges, plus any outstanding applicable charges (if any).
- 4. Annual Energy Reconciliation: All CG's will receive an annual reconciliation of all energy charges and payments made for the energy component of service provided by BVES. This reconciliation will occur at the end of each Relevant Period. At this reconciliation all energy charges, energy credits and energy payments made, if any, will be tallied and reconciled in the final bill of the current Relevant Period:
  - a. For all Residential Customers and Small Commercial Customers who did not choose to be billed every billing period for their energy related charges, BVES will subtract all accrued energy credits from all accrued energy charges. If this calculation results in monies owed BVES, such energy charges shall be due and payable in accordance with the customer's OAT and Rule 9. However, if this calculation results in an energy credit, Utility 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.

(N)

(Continued)

**Schedule No. NEM-S**  
**NET ENERGY METERING-SMALL**  
(Continued)

(N)

- a. For all Residential Customers and Small Commercial Customers who chose to be billed each billing period in accordance with the customer's OAT per Special Condition 3.c. for their energy related charges, should be the sum of CGs 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 end of the Relevant Period, such excess payment up to the total amount paid by the CG for energy use, calculated at the end of the Relevant Period, shall be carried forward as a one-time credit to the next billing period. 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.
- b. Effective January 1, 2010, eligible customers who qualify as Net Surplus Generators (as defined in Special Condition 5) may be eligible for compensation for Net Surplus Energy produced during a Relevant Period commencing in 2010 or thereafter. Net Surplus Generators must elect compensation by executing a Net Energy Metering (NEM) Surplus Generation Selection Form (Form No. 30). The Relevant Period used for purposes of measuring Net Surplus Energy commences with the election by the Customer of Net Surplus Energy compensation.
  - i. The Customer may elect to begin Net Surplus Energy compensation with the start of their next Relevant Period. BVES will perform the bill reconciliation as described above, and any unused energy credits and/or generation energy credits remaining shall be zeroed out prior to the commencement of the new Relevant Period.; or
  - ii. The Customer may establish a new Relevant Period, commencing with the next regularly scheduled meter read date following the execution of a Surplus Generation Selection Form. BVES will perform the bill reconciliation as described in Section bi above, and any unused energy credits and/or generation energy credits remaining shall be zeroed out prior to the commencement of the new Relevant period.

Customers electing to receive compensation for Net Surplus Energy may begin receiving such compensation beginning with the conclusion of the Customer's Relevant Period in 2011. Customers electing Net Surplus Energy compensation will continue to receive such compensation for each Relevant Period following the execution of such election, unless the Customer affirmatively elects to end Net Surplus Energy compensation. Customers are eligible to revise their Net Surplus Energy elections, annually, as provided under Rule 12.

The value and form of compensation provided for Net Surplus Energy will be determined by the Commission prior to January 2011.

- 5. Definitions: The following definitions are applicable to service provided under this Schedule.
  - a. Eligible Small Customer-Generator (CG): Residential Customers, Small Commercial Customers, who use a Facility as defined in Special Condition 5.d. The CG Facility must: be located on the eligible Customer's Premises as defined in Special Condition 5.b.; be interconnected and operate in parallel with BVES electric system; be intended primarily to offset part or all of the customer's own electrical requirements; and meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability.

(Continued)

(N)

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Revised Cal. P.U.C. Sheet No. 1803-E

Canceling Revised Cal. P.U.C. Sheet No. 1438-E  
1439-E

**Schedule No. NEM-S**  
**NET ENERGY METERING-SMALL**  
(Continued)

Page 4 of 4

- b. Customer's Premises: The rented, leased or owned single family residence or commercial establishment to which the solar, wind or hybrid system of both is connected.
- c. Commercial Customer, Small: A Small Commercial Customer is served under rate schedule A-1, which is consistent with the definition of Small Commercial in Public Utilities (PU) Code 331.
- d. Facility: A solar or wind turbine electrical generating facility, or a hybrid system of both, with a total capacity of less than 30 kW.
- e. Service Charges: Includes all customer related charges as defined in the customer's OAT. The single exception is that for Residential Customers served under the "DO" tariff Service Charges will not include the Minimum Charge as defined in the DO tariff.
- f. Relevant Period: A twelve-month period, or portion thereof if the agreement is terminated before the period ends, and commencing on the effective date of the executed Interconnection and Net Energy Metering Agreement.
- g. Residential Customer: A customer served under rate schedules D, DO, DE or DLI.
- h. Net Surplus Energy: All electricity generated by an eligible customer-generator measured in kilowatt-hours over a 12-month period that exceeds the amount of electricity consumed by that eligible customer-generator.
- i. Net Surplus Generator: An eligible customer-generator that generates more electricity during a 12-month period than is supplied by the electric utility to the eligible customer-generator during the same 12-month period.

(N)

(N)

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1804-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 30**

**NET ENERGY METERING (NEM)  
Surplus Electricity Compensation Selection Form**

(N)

**Customer Information (as it appears on your electric bill)**

Customer or Business Name	
Service Address (Physical Street Address)	
City, State, Zip Code	
Phone	
Service Account #	

**NEM Surplus Electricity Compensation Option (please check one box below)**

I am interested in receiving compensation for the surplus electricity I generate during my 12-month relevant period. I understand that in the future, I will have the opportunity to select whether to receive payment for my surplus electricity, or to receive an electricity credit toward my energy usage in my next relevant period (BVES will notify me when the compensation amount is established by the California Public Utilities Commission). I understand that I may change or cancel my compensation selection once every 12 months.

I am not interested in participating in the program and elect not to receive compensation

**Relevant Period Selection (please check one box below)**

I elect to enroll in the new tariff now. Please terminate my current relevant period, perform the normal account reconciliation for that period, and start a new relevant period for my account. (This is a one-time selection per customer or business)

I elect to enroll in the new tariff at the end of my current relevant period.

**Customer Signature**

Signature and Title (if applicable)	
Date	

Please return this form to: Bear Valley Electric Service  
Attn: Tracey Drabant  
42020 Garstin Road  
P. O. Box 1547  
Big Bear Lake, CA 92315

(N)

ISSUED BY

**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_

Effective Date \_\_\_\_\_

Resolution No. \_\_\_\_\_

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

**Form No. 31**

**INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LARGE COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A CAPACITY OF 30 KW TO 1,000 KW**

Page 1 of 10

**DECLARATIONS**

This "Interconnection and Net Energy Metering Agreement for Large Commercial Customers Interconnecting a Solar, Wind or Hybrid of Both Generating Facility having a capacity of 30 KW but not more than 1,000 KW ("Agreement"), is entered into by and between \_\_\_\_\_, 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," consistent with, and in order to effectuate, the provisions of Sections 2827 and 2827.7 of the California Public Utilities Code and Tariff Schedule "Net Energy Metering-Large" ("NEM-L"). This Agreement applies to the CG's "Solar, Wind or Hybrid of Both 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:

(N)

**1. APPLICABILITY**

This Agreement is applicable only to CGs who qualify as Large Commercial Customers installing a Facility of 30 KW capacity but not more than 1,000 KW 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. A Large Commercial Customer is defined as a customer served under rate schedules A-2, A-3, or A-4 TOU. 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 GC'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: \_\_\_\_\_

(N)

(Continued)

**Form No. 31**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LARGE COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A CAPACITY OF 30 KW TO 1,000 KW

(Continued)

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(N)

**3. DESCRIPTION OF CG's EQUIPMENT**

**A. Effective Operating Capacity: See tables**

	Type of Generator (Solar/Wind)	Solar Panels and/or Wind Generator Rating (watts)	Manufacturer of Solar Panel and/or Wind Generator
	A	B	C
1			
2			

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

\*(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.

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 \_\_\_\_\_).

(Continued)

(N)

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1807-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 31**

**INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LARGE COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A CAPACITY OF 30 KW TO 1,000 KW**

(Continued)

Page 3 of 10

(N)

**4. METERING AND BILLING**

Metering requirements and billing procedures shall be governed by CG's Otherwise Applicable Rate Schedule and the provisions of Schedule NEM-L. By signing this Agreement CG understands it will be billed and will be required to pay in each billing period for the monthly non-energy charges (i.e., non-per kWh charges) due under CG's otherwise-applicable tariff rate schedule. However, CG may (at its option) pay any amount for energy charges (including distribution, transmission, etc.) each billing period, with the understanding that any and all payments will be reconciled annually as set forth herein and as provided in Schedule NEM-L. The CG's charges will be totaled including: (1) the non-energy charges, and (2) the charge for any net-energy consumption, as defined in Schedule NEM-L. The CG's total payments for the twelve (12) months or other Relevant Period as provided in Schedule NEM-L, will then be subtracted from the total charges. The CG will then be billed for any balance due. If the CG elected to pay energy charges each billing period and as a result has overpaid for the energy they consumed on an annual basis, a one-time credit will be applied to the next month's bill following the annual reconciliation.

**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"), including but not limited to Rules 1, 2, and 21, Schedule NEM-L, and CG's otherwise-applicable tariff rate schedule.

**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: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Continued)

(N)

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1808-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 31**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LARGE COMMERCIAL  
CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A CAPACITY OF  
30 KW TO 1,000 KW

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(Continued)

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**CUSTOMER GENERATOR INTERCONNECTION**

BEAR VALLEY ELECTRIC SERVICE

CUSTOMER GENERATOR NAME \_\_\_\_\_

**ATTACHMENT "A"**

PROVISIONS OF INTERCONNECTION AGREEMENT  
(Agreement between Bear Valley Electric Service and Producer)

(N)

(Continued)

ISSUED BY

**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_

Effective Date \_\_\_\_\_

Resolution No. \_\_\_\_\_

Advice Letter No. 243-E

Decision No. \_\_\_\_\_



**Form No. 31**

**ATTACHMENT A - PROVISIONS**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LARGE COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A CAPACITY OF 30 KW TO 1,000 KW

(Continued)

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(N)

**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 Schedule NEM-L. 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 NEM-L and, if applicable, Rule 21.

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 (BVES Form No. 32) 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 (5) business days following BVES' inspection.

(Continued)

(N)

ISSUED BY

**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_

Effective Date \_\_\_\_\_

Resolution No. \_\_\_\_\_

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1810-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 31**

**INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LARGE COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A CAPACITY OF 30 KW TO 1,000 KW**

(Continued)

Page 6 of 10

(N)

- 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.

(Continued)

(N)

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1811-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 31**

**INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LARGE COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A CAPACITY OF 30KW TO 1,000 KW**

(Continued)

Page 7 of 10

(N)

**7. INDEMNITY AND LIABILITY**

7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, 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, its directors, officers, 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.

(Continued)

(N)

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**Form No. 31**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LARGE COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A CAPACITY OF 30 KW TO 1,000 KW

(Continued)

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(N)

**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: Tracey Drabant  
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.

(Continued)

(N)

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1813-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 31**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LARGE COMMERCIAL CUSTOMERS OF A  
SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A CAPACITY OF 30 KW TO 1,000 KW

(Continued)

Page 9 of 10

**10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT**

(N)

- 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: Tracey Drabant, Energy Resource Manager  
 Address: 42020 Garstin Road, P.O. Box 1547  
 City: Big Bear Lake, CA 92315  
 Phone: (909) 866-4678 extension 181  
 FAX: (909) 866-5056

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

Attention: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

(Continued)

(N)

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1814-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 31**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR LARGE COMMERCIAL CUSTOMERS OF A  
SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A CAPACITY OF 30 KW TO 1,000 KW

(Continued)

Page 10 of 10

(N)

**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 Section 2827 (b)(2) of the California Public Utilities Code.

(N)

ISSUED BY

**R. J. Sprowls**

President

Date Filed \_\_\_\_\_

Effective Date \_\_\_\_\_

Resolution No. \_\_\_\_\_

Advice Letter No. 243-E

Decision No. \_\_\_\_\_

**Form No. 32**

**BEAR VALLEY ELECTRIC SERVICE  
APPLICATION FOR THE INTERCONNECTION OF A  
LARGE SOLAR OR WIND TURBINE ELECTRICAL GENERATING FACILITY**

Page 1 of 3

(N)

**PURPOSE AND APPLICABILITY**

This Application for Interconnection and Net Energy Metering for Large Commercial Customers with a Solar, Wind, or Hybrid of Both Generating Facility ("Facility") is for Facilities of 30 KW but not more than 1,000 KW ("Application"), as permitted by Section 2827 of the California Public Utility (PU) Code. Customers planning to install a Facility of less than 30 KW and customers on commercial rate A-1 must contact Bear Valley Electric Service (BVES) Energy Resource Manager at the address indicated below, to schedule a meeting for applying for Interconnection and Net Energy Metering.

The Facility covered by this Application is to be located on the premises of a large commercial customer served under rate schedules A-2, A-3 or A-4 TOU, which is consistent with the definition of Large Commercial in PU Code 331 ("Large Commercial Customer") 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 sample 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:

- ◆ A copy of a recent bill
- ◆ A copy of the Electrical One-line Diagram
- ◆ A copy of a Bill of Materials (List of electric equipment)

(Continued)

(N)

**Form No. 32**

**BEAR VALLEY ELECTRIC SERVICE  
 APPLICATION FOR THE INTERCONNECTION OF A  
 LARGE SOLAR OR WIND TURBINE ELECTRICAL GENERATING FACILITY**

(Continued)

Page 2 of 3

- Make sure the one line diagram and equipment list identify the required manual disconnect equipment identified in Rule 21 (D) (1) (e). 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 days, BVES will field inspect and verify that your Facility meets the requirements to interconnect with its electric system. Normally within 5 days of satisfactory completion of BVES' field inspection of your Facility, 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)	_____

(N)

(N)



**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1817-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 32**

**BEAR VALLEY ELECTRIC SERVICE  
APPLICATION FOR THE INTERCONNECTION OF A  
LARGE SOLAR OR WIND TURBINE ELECTRICAL GENERATING FACILITY**

(Continued)

Page 3 of 3

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: Tracey Drabant  
Energy Resource Manager  
42020 Garstin Road  
P.O. Box 1547  
Big Bear Lake, CA 92315-1547  
Fax: (909) 866-5056  
E-mail Address: [traceydrabant@bves.com](mailto:traceydrabant@bves.com)

(N)

(N)

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**Form No. 33**

**BEAR VALLEY ELECTRIC SERVICE  
APPLICATION FOR THE INTERCONNECTION OF A SMALL  
SOLAR OR WIND TURBINE ELECTRICAL GENERATING FACILITY**

Page 1 of 2

(N)

**PURPOSE AND APPLICABILITY**

This Application for Interconnection and Net Energy Metering for Residential and Small Commercial Customers with a Solar, Wind, or Hybrid of Both Generating Facility ("Facility") is for Facilities of less than 30 KW ("Application"), as permitted by Section 2827 of the California Public Utility (PU) Code. Customers planning to install a Facility of 30 KW up to 1,000 KW and all customers on commercial rates other than A-1 must contact Bear Valley Electric Service (BVES) Energy Resource Manager at the address indicated below, to schedule a meeting for applying for Interconnection and Net Energy Metering.

The Facility covered by this Application is to be located on the premises of a residential customer served under rate schedules D, DO, DE or DLI ("Residential Customer") or a small commercial customer served under rate schedule A-1, which is consistent with the definition of Small Commercial in PU Code 331 ("Small Commercial Customer") 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 sample 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:

- ◆ A copy of a recent bill
- ◆ A copy of the Electrical One-line Diagram
- ◆ A copy of a Bill of Materials (List of electric equipment)

(N)

(Continued)

**Form No. 33**

**BEAR VALLEY ELECTRIC SERVICE  
APPLICATION FOR THE INTERCONNECTION OF A SMALL  
SOLAR OR WIND TURBINE ELECTRICAL GENERATING FACILITY  
(Continued)**

Page 2 of 3

➤ Make sure the one line diagram and equipment list identifies the required manual disconnect equipment identified in Rule 21 (D) (1) (e). 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.)

(N)

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 days, BVES will field inspect and verify that your Facility meets the requirements to interconnect with its electric system. Normally within 5 days of satisfactory completion of BVES' field inspection of your Facility; 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 Number (optional)	_____
E-mail Address (optional)	_____

(N)

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1820-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 33**

**BEAR VALLEY ELECTRIC SERVICE  
APPLICATION FOR THE INTERCONNECTION OF A SMALL  
SOLAR OR WIND TURBINE ELECTRICAL GENERATING FACILITY**

(Continued)

Page 3 of 3

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:**

Tracey Drabant, Energy Resource Manager  
Bear Valley Electric Service  
P.O. Box 1547, 42020 Garstin Drive  
Big Bear Lake, CA 92315-1547  
Fax: (909) 866-5056  
E-mail Address: [traceydrabant@bves.com](mailto:traceydrabant@bves.com)

ISSUED BY

**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_

Effective Date \_\_\_\_\_

Resolution No. \_\_\_\_\_

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

**Form No. 34**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS  
OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING  
FACILITY HAVING A CAPACITY OF LESS THAN 30 KW

Page 1 of 10

**DECLARATIONS**

This "Interconnection and Net Energy Metering Agreement for Residential Customers or Small Commercial Customers Interconnecting a Solar, Wind or Hybrid of Both Generating Facility having a capacity of less than 30 KW ("Agreement"), is entered into by and between \_\_\_\_\_, 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," consistent with, and in order to effectuate, the provisions of Sections 2827 and 2827.7 of the California Public Utilities Code and Tariff Schedule "Net Energy Metering-Small" ("NEM-S"). This Agreement applies to the CG's "Solar, Wind or Hybrid of Both 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:

(N)

**1. APPLICABILITY**

This Agreement is applicable only to CGs who qualify as Residential Customers or Small Commercial Customers installing a Facility of less than 30 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. A Residential Customer is defined as a customer served under rate schedules D, DO, DE or DLI and a Small Commercial Customer is defined as a customer served under rate schedule A-1. 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 GC'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: \_\_\_\_\_

(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. 1822-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 34**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS  
 OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING  
 FACILITY HAVING A CAPACITY OF LESS THAN 30 KW

(Continued)

Page 2 of 10

(N)

**3. DESCRIPTION OF CG's EQUIPMENT**

**A. Effective Operating Capacity: See tables**

	Type of Generator (Solar/Wind)	Solar Panels and/or Wind Generator Rating (watts)	Manufacturer of Solar Panel and/or Wind Generator
	A	B	C
1			
2			

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

\*(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.

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 \_\_\_\_\_).

(Continued)

(N)

Advice Letter No. 243-E  
 Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
 President

Date Filed \_\_\_\_\_  
 Effective Date \_\_\_\_\_  
 Resolution No. \_\_\_\_\_

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1823-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 34**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS  
OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING  
FACILITY HAVING A CAPACITY OF LESS THAN 30 KW

(Continued)

Page 3 of 10

(N)

**4. METERING AND BILLING**

Metering requirements and billing procedures shall be governed by CG's Otherwise Applicable Rate Schedule and the provisions of Schedule NEM-S. By signing this Agreement CG understands it will be billed and will be required to pay in each billing period for the monthly non-energy charges (i.e., non-per kWh charges) due under CG's otherwise-applicable tariff rate schedule. However, CG may (at its option) pay any amount for energy charges (including distribution, transmission, etc.) each billing period, with the understanding that any and all payments will be reconciled annually as set forth herein and as provided in Schedule NEM-S. The CG's charges will be totaled including: (1) the non-energy charges, and (2) the charge for any net-energy consumption as defined in Schedule NEM-S. The CG's total payments for the twelve (12) months or other Relevant Period as provided in Schedule NEM-S, will then be subtracted from the total charges. The CG will then be billed for any balance due. If the CG elected to pay energy charges each billing period and as a result has overpaid for the energy they consumed on an annual basis, a one-time credit will be applied to the next month's bill following the annual reconciliation.

**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"), including but not limited to Rules 1, 2, and 21, Schedule NEM-S, and CG's otherwise-applicable tariff rate schedule.

**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: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Continued)

(N)

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1824-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 34**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS  
OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING  
FACILITY HAVING A CAPACITY OF LESS THAN 30 KW

(Continued)

Page 4 of 10

**CUSTOMER GENERATOR INTERCONNECTION**

BEAR VALLEY ELECTRIC SERVICE

CUSTOMER GENERATOR NAME \_\_\_\_\_

**ATTACHMENT "A"**

PROVISIONS OF INTERCONNECTION AGREEMENT  
(Agreement between Bear Valley Electric Service and Producer)

(Continued)

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_



**Form No. 34**

**ATTACHMENT A - PROVISIONS**

**INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS  
OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING  
FACILITY HAVING A CAPACITY OF LESS THAN 30 KW**

(Continued)

Page 5 of 10

(N)

**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 Schedule NEM-S. 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 NEM-S and, if applicable, Rule 21.

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 (BVES Form No. 33) 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 (5) business days following BVES' inspection.

(Continued)

(N)

**Form No. 34**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS  
OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING  
FACILITY HAVING A CAPACITY OF LESS THAN 30 KW

(Continued)

Page 6 of 10

(N)

- 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.

(Continued)

(N)

**Form No. 34**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS  
OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING  
FACILITY HAVING A CAPACITY OF LESS THAN 30KW

(Continued)

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(N)

**7. INDEMNITY AND LIABILITY**

7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, 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, its directors, officers, 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.

(Continued)

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**Form No. 34**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS  
OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING  
FACILITY HAVING A CAPACITY OF LESS THAN 30 KW

(Continued)

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**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: Tracey Drabant  
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.

(Continued)

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**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1829-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 34**

**INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS  
OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING  
FACILITY HAVING A CAPACITY OF LESS THAN 30 KW**

(Continued)

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**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: Tracey Drabant, Energy Resource Manager  
 Address: 42020 Garstin Road, P.O. Box 1547  
 City: Big Bear Lake, CA 92315  
 Phone: (909) 866-4678 extension 181  
 FAX: (909) 866-5056

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

Attention: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

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(N)

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**GOLDEN STATE WATER COMPANY**

630 E. FOOTHILL BLVD. P. O. BOX 9016  
SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. 1830-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**Form No. 34**

INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS  
OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING  
FACILITY HAVING A CAPACITY OF LESS THAN 30 KW

(Continued)

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**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 Section 2827 (b)(2) of the California Public Utilities Code.

(N)

Advice Letter No. 243-E  
Decision No. \_\_\_\_\_

ISSUED BY  
**R. J. Sprowls**  
President

Date Filed \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Resolution No. \_\_\_\_\_

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ISSUED BY

Date Filed \_\_\_\_\_

**R. J. Sprowls**

Effective Date \_\_\_\_\_

Advice Letter No. 243-E  
 Decision No. \_\_\_\_\_

President

Resolution No. \_\_\_\_\_

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**GOLDEN STATE WATER COMPANY**

**DISTRIBUTION LIST**

**BEAR VALLEY ELECTRIC DIVISION**

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 2800  
Big Bear Lake, CA 92315

City Attorney  
City of Big Bear Lake  
P. O. Box 2800  
Big Bear Lake, CA 92315

County Clerk  
County of San Bernardino  
385 N. Arrowhead Ave., 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0140

County Counsel  
County of San Bernardino  
385 N. Arrowhead Ave., 4<sup>th</sup> Floor  
San Bernardino, CA 92415-0140

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