

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



**Golden State Water Company
ELC (Corp ID 913)
Status of Advice Letter 381E
As of May 13, 2020**

Subject: BVES Distributed Generation Service program in compliance with Decision No. 20-01-008.

Division Assigned: Energy

Date Filed: 03-03-2020

Date to Calendar: 03-06-2020

Authorizing Documents: D2001008

Disposition:	Accepted
Effective Date:	05-01-2020

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Nguyen Quan

(909) 394-3600 X664

NQuan@gswater.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

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



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Nguyen Quan

Phone #: (909) 394-3600 x664

E-mail: nquan@gswater.com

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

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 381-E

Tier Designation: Tier 1

Subject of AL: BVES Distributed Generation Service program in compliance with Decision No. 20-01-008.

Keywords (choose from CPUC listing): compliance, customer owned generation, metering, tariffs, connection

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.20-01-008

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

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

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

Resolution required? Yes No

Requested effective date: 5/1/20

No. of tariff sheets: 7

Estimated system annual revenue effect (%): n/a

Estimated system average rate effect (%): n/a

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

Tariff schedules affected: Form No. 71, Form No. 72, Schedule No. DGS, Table of Content

Service affected and changes proposed¹: see Advice Letter

Pending advice letters that revise the same tariff sheets:

¹Discuss in AL if more space is needed.

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

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

Name: Nguyen Quan
Title: Regulatory Affairs Manager
Utility Name: Bear Valley Electric Service
Address: 630 E. Foothill Blvd
City: San Dimas State: California
Telephone (xxx) xxx-xxxx: (909) 394-3600 x664
Facsimile (xxx) xxx-xxxx: (909) 394-7427
Email: nquan@gswater.com

Name: Zeng Zhu
Title: Rate Analyst
Utility Name: Bear Valley Electric Service
Address: 630 E. Foothill Blvd
City: San Dimas State: California
Telephone (xxx) xxx-xxxx: (909) 394-3600 x495
Facsimile (xxx) xxx-xxxx: (909) 394-7427
Email: zeng.zhu@gswater.com



March 3, 2020

Advice Letter No. 381-E

(U 913 E)

California Public Utilities Commission

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

SUBJECT: BVES Distributed Generation Service program in compliance with Decision No. 20-01-008.

PURPOSE

Pursuant to Decision No. ("D.") 20-01-008, BVES is seeking California Public Utilities Commission ("Commission" or "CPUC") approval to establish its Distributed Generation Service ("DGS") program tariff and set the values of its export credits.

This Advice Letter ("AL") is in compliance with D.20-01-008 Ordering Paragraph No. ("OP") 1, No. 2, and No. 3.

Tariffs associated with the DGS program are included as part of this advice letter.

BACKGROUND

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

On March 15, 2019, BVES filed Application No. ("A.") 19-03-011. In it, BVES proposed its DGS program to encourage growth of renewable generation in BVES's service territory. The DGS program succeeds BVES's now closed NEM program.

In D.20-01-008, the Commission directed BVES to implement the new DGS tariff.

D. 20-01-008, OP 1, 2, and 3 state:

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

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

1. *Golden State Water Company on behalf of its Bear Valley Electric Service Division shall implement its Distributed Generation Service program as it has proposed in this proceeding, subject to modifications made in the ordering paragraphs of this decision.*
2. *The first advice letter from Golden State Water Company on behalf of its Bear Valley Electric Service Division setting the value of the net billing export credit shall be filed as a Tier 1 Advice Letter with the Commission's Energy Division within 60 days of this decision. Thereafter, Golden State Water Company on behalf of its Bear Valley electric Service Division shall file a Tier 1 Advice Letter with an annual net billing export credit update on May 1 of each year.*
3. *Golden State Water Company on behalf of its Bear Valley Electric Service Division's Distributed Generation Service program tariff must enable eligibility for customers who purchase the output of the renewable electricity generation facility, including through a third-party power purchase agreement, provided all other program requirements are met.*

DISTRIBUTED GENERATION SERVICE

The DGS program allows participating customers to partially offset their electrical usage cost. Customers can install at their premise of residence generating facility of no more than 1,000 kilowatts capacity.

BVES will compensate participating customers with eligible energy generation through export credits for any kilowatt-hours ("kWh") of energy exported to its grid. Customers will be charged for energy imported from BVES and receive a credit for generated energy exported to BVES. BVES will charge participating customers a \$150.00 interconnection fee

Per D.20-01-008, the Commission approved four export compensations. The DGS program's compensation rate for customers exporting energy to BVES consists of:

- 1) **Avoided Energy Cost:** BVES's avoided costs of procuring energy in the California Independent System Operator ("CAISO") day-Ahead Market;
- 2) **Avoided Transmission Access Charge:** BVES's avoided CAISO transmission access charges;
- 3) **Avoided Line Losses:** BVES's avoided transmission and distribution line lost factor; and if applicable;
- 4) **Renewable Attribute Adder:** the cost reduction in BVES's Renewable Portfolio Standard ("RPS") compliance from customers who choose to register their generators and transfer renewable energy credits ("REC") for their exported generation to BVES. This compensation is not applicable to all customers. Customers require approval and proper certification from the California Energy Commission ("CEC").

Table 1 below provides the compensation rates BVES has requested in its initial application for approval of the DGS program, compensation rates as detailed in D.20-01-008, and pursuant to D.20-01-008, OP 2, BVES proposed updated compensation rates.

Table 1.

Compensation Component	In A.19-03-011	In D.20-01-008	Proposed Update
Avoided Energy Cost (\$/kWh)	0.02931	0.02931	0.04221
Avoided Transmission Access Charge (\$/kWh)	0.01108	0.01108	0.01280
Avoided Line Losses (\$/kWh)	0.00380	0.001005	0.00145
Renewable Attribute Adder (\$/kWh)	0.01664	0.01664	0.01800

Following the filing of this advice letter, BVES will, if deemed necessary update the export compensation credits through a Tier 1 advice letter by May 1 of each year.

Pursuant to D.20-01-008, the DGS program has a 20-year duration of service period for participating customers from date of interconnection.

BVES’s DGS tariffs detail the program facts and limits as approved by the Commission.

COMPLIANCE

This advice letter requests approval for BVES’s DGS program in compliance with D. 20-01-008.

TIER DESIGNATION

This advice letter is submitted with a Tier 1 designation.

EFFECTIVE DATE

BVES respectfully requests this advice letter become effective on May 1, 2020.

NOTICE AND PROTESTS

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

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

A protest must state the facts constituting the grounds for the protest, the effect that

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

The utility must respond to a protest within five days.

All protests and responses should be sent to:

California Public Utilities Commission, Energy Division
ATTN: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

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

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

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

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

CORRESPONDENCE

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

Nguyen Quan
Manager, Regulatory Affairs
Golden State Water Company
630 East Foothill Blvd.
San Dimas, California 91773
Phone: (909) 394-3600
Email: nquan@gswater.com

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

Sincerely,

/s/Zeng Zhu

Zeng Zhu

Rate Analyst, Regulatory Affairs/Energy Resource

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

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
2788-E	Schedule No. DGS DISTRIBUTED GENERATION SERVICE PROGRAM Sheet 1	
2789-E	Schedule No. DGS DISTRIBUTED GENERATION SERVICE PROGRAM Sheet 2	
2790-E	Schedule No. DGS DISTRIBUTED GENERATION SERVICE PROGRAM Sheet 3	
2791-E	Form No. 71 APPLICATION FOR THE INTERCONNECTION FOR DISTRIBUTED GENERATION SERVICE CUSTOMER GENERATOR FACILITY UP TO ONE THOUSAND KILOWATTS Sheet 1	
2792-E	Form No. 72 INTERCONNECTION AGREEMENT FOR THE INSTALLATION OF A DISTRIBUTED GENERATION SERVICE CUSTOMER GENERATOR FACILITY UP TO ONE THOUSAND KILOWATTS Sheet 1	
2793-E	Table of Contents Sheet 3	2397-E
2794-E	Table of Contents Sheet 1	2772-E

Schedule No. DGS
DISTRIBUTED GENERATION SERVICE PROGRAM

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APPLICABILITY

Applicable to eligible Distributed Generation Service Customer Generators (“DGS CGs” or “customers”). Eligible DGS CGs must not currently be net energy metering under the BVES Net Metering Tariffs (Schedule Nos. NEM-S and NEM-L). Eligible generating capacity must not exceed 1,000kW. This schedule applies in conjunction with DGS CG’s Otherwise Applicable Tariff (“OAT”). Eligible DGS CG’s renewable electricity generation facility must be owned, operated or leased by the DGS CG. Customers who purchase the output of a renewable electricity generation facility through a third-party power purchase agreement are also eligible provided all other program requirements are met. The DGS CG shall be connected for parallel operation with the service of BVES and be located on the DGS CG’s owned, leased, or rented premises and intended to primarily offset part of the DGS CG’s electrical requirements.

(N)

TERRITORY

Big Bear Lake and vicinity, San Bernardino County.

RATES

Interconnection Fee

Interconnection Fee (\$/connection)	\$150.00
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Compensation Rates

Avoided Energy Cost (\$/kWh)	0.04221
Avoided Transmission Access Charge (\$/kWh)	0.01280
Avoided Line Losses (\$/kWh)	0.00145
Renewable Attribute Adder (\$/kWh) See special condition K	0.01800

SPECIAL CONDITIONS

- A. Required Application Contract: An Application for Interconnection (Form. No 71) and an executed Interconnection Agreement (Form No. 72) are required for service under this schedule.
- B. Receipt and Acknowledgement of Solar Energy System Disclosure Documents and the California Solar Consumer Protection Guide: Before taking service under the DGS program, customer must receive and acknowledge receipt of the Solar Energy System Disclosure Document and the California Solar Consumer Protection Guide.
- C. The DGS program is only open to BVES customers who are not currently NEM customers under BVES Net Metering tariffs.
- D. The DGS program has a maximum installed capacity of 2 megawatts (“MW”). BVES will close the DGS program when installation of renewable energy generation reaches this limit.
- E. Eligible customers will be subject to a one time Interconnection Fee, per connection.
- F. Eligible customer’s premises where the facility is located must be owned, leased, or rented by the customer.
- G. Pursuant to D.20-01-008, customers receiving service under the DGS program are eligible to continue receiving service on this Schedule for a period of 20 years from the date of interconnection for the Facility.
- H. Metering Equipment:

(N)

(Continued)

Schedule No. DGS
DISTRIBUTED GENERATION SERVICE PROGRAM

N
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- a. Received Power and Delivered Power shall be measured (metered) using a single meter capable of registering the flow of electricity in two directions.
b. For all DGS CGs served under this schedule, when BVES determines that dual metering is required and such DGS CG refuses consent for installation of dual metering, BVES shall have the right to refuse interconnection.
I. Billing:
a. The DGS CG will be billed each month for the applicable billing period.
b. For each billing period, BVES shall measure the Delivered Power and Received Power on an hourly basis in kilowatt-hours after the DGS CG serves its own instantaneous load.
c. BVES shall bill the DGS CG each billing month for the Delivered Power in accordance with its applicable OAT.
d. All applicable charges under the DGS CG's OAT shall apply.
e. The DGS CG shall receive a credit each billing month for Received Power at the compensation rates listed in this schedule.
f. Any Received Power generated in excess of the DGS CG's electric consumption shall not be carried forward to other billing months.
g. Any excess compensation credit will not be carried forward to other billing months.
h. DGS CG charges shall be paid in accordance with the BVES normal monthly billing cycle and OAT.
J. BVES may review and update its net billing export credits (compensation rate) by May 1 of each year.
K. In order to receive Renewable Attribute Adder compensation DGS CG must meet the following requirements: (1) register the Facility in the Western Renewable Energy Generation Information System ("WREGIS"); (2) obtain Renewable Portfolio Standard ("RPS") certification from the California Energy Commission ("CEC") for the facility and provides proof of this certification to BVES; and (3) allow for the ownership of the Renewable Energy Credits ("RECs") associated with the Received Power to be transferred to BVES.

(N)

DEFINITIONS

The following definitions are applicable to service provided under this Schedule.

- A. Customer's Premises: The rented, leased or owned establishment to which the Facility is connected.
B. Received Power: All electricity (measured in kWh) exported to BVES's grid by the DGS CG.
C. Delivered Power: Electricity provided (measured in kWh) to the DGS CG by BVES.
D. Distributed Generation Service Customer Generator (DGS CG): Customers under Schedule No. DGS. Includes all eligible Customers who use a Facility that is (i) owned and operated by the customer or leased by customer through a third-party, (ii) not more than 1,000 kW, (iii) located on

(N)

(Continued)

Advice Letter No. 381-E
Decision No. 20-01-008

Issued By
R. J. Sprowls
President

Date Filed March 3, 2020
Effective May 1, 2020
Resolution No.

Schedule No. DGS

DISTRIBUTED GENERATION SERVICE PROGRAM

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the Customer's Premises, (iv) interconnected and operates in parallel with BVES' electric system, and (v) intended primarily to offset part or all of the Customer's own electrical requirements.

(N)

- E. Facility: A renewable energy technology power production distributed generating facility up to a limit of 1,000 kW.
- F. Other Applicable Tariff ("OAT"): A customer's regularly applicable filed rates schedule under which normal service is rendered.
- G. Avoided Energy Cost Compensation: The avoided energy cost compensation rate for Received Power is the previous year's 12-month average Net Surplus Compensation Rate ("NSCR") utilized by Southern California Edison Company ("SCE"). The NSCR is applied to all eligible DGS CGs, irrespective of their rate class. The NSCR is posted on SCE's website and updated monthly. This also affects line loss compensation discussed below. The NSCR price reflects the costs SCE avoids in procuring power during the time DGS CGs are likely to produce excess power with their renewable energy technology generating facilities. BVES participates in the CAISO Day-Ahead Market and receives power from the CAISO at the SCE-DLAP when BVES system load exceeds the schedule specified in the BVES firm contracts. The power BVES receives from the DGS CGs allows BVES to avoid purchases in the day-Ahead Market. Therefore, DGS CGs should be compensated at the kWh rate of received power, which is equal to NSCR.
- H. Avoided Transmission Access Charge: The avoided transmission access charge rate for Received Power is based on avoided CAISO charges for power delivered at the SCE-DLAP as BVES avoids CAISO charges for power delivered at the SCE-DLAP due to power received by BVES from the DGS CG.
- I. Avoided Line Losses: The transmission and the distribution loss factor for BVES equates to 3.43%. Therefore, BVES will pay 3.43% of the Avoided Energy Cost compensation rate for avoided transmission and distribution losses compensation.
- J. Renewable Attribute Adder: Certified DGS CGs as detailed in Special Condition K will receive Renewable Attribute Adder ("RAA") compensation. The Renewable Attribute Adder is calculated using the last published Western Electricity Coordinating Council ("WECC") average renewable premium, based on the United States Department of Energy ("DOE") published data. RAA will only be paid to those DGS CGs who provide RECs to BVES.

Value of RECs = Received Power (kWhs) x RAA (average renewable premium)

(N)

Form No. 71
APPLICATION FOR THE INTERCONNECTION FOR DISTRIBUTED
GENERATION SERVICE CUSTOMER GENERATOR FACILITY UP TO ONE
THOUSAND KILOWATTS

Page 1
N
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SEE ATTACHMENT BELOW

(N)

Advice Letter No. 381-E
Decision No. 20-01-008

Issued By
R. J. Sprowls
President

Date Filed March 3, 2020
Effective May 1, 2020
Resolution No. _____

**APPLICATION FOR INTERCONNECTION
FOR A DISTRIBUTED GENERATION SERVICE CUSTOMER GENERATOR FACILITY UP
TO ONE THOUSAND KILOWATTS**

PURPOSE AND APPLICABILITY

This Application for Interconnection for a Distributed Generation Service Customer Generator (“DGS CG”) Facility (“Facility”) is for facilities of up to 1,000 KW (“Application”).

The Facility covered by this Application is to be located on the premises of a residential or commercial DGS CG operating in parallel with the Bear Valley Electric Service (“BVES”) electric system, while offsetting part or all of the customer's own electrical requirements.¹

By submitting this Application, DGS CG will be eligible to install the Facility and after interconnecting, DGS CG will remain on and be billed according to their Otherwise Applicable Tariff (“OAT”) and compensated for excess energy according to the Distributed Generation Service Tariff Compensation formula.

When the Facility is supplying electricity to customer and the grid and customer is simultaneously receiving power from BVES, the 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 DGS CG’s Facility to ensure it will operate safely.

PREREQUISITES FOR INTERCONNECTION

This Application is not a contract and it does not authorize DGS CG to interconnect its Facility with the BVES electric system. DGS CG may not interconnect its Facility until this process is complete and BVES provides DGS CG 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 DGS CG (upon DGS CG’s request to BVES). Please also review and complete the Interconnection Agreement for the Installation of a Distributed Generation Service Customer Generator Facility up to One Thousand Kilowatts (“Interconnection Agreement”). DGS CG may then return to the BVES representative identified below, the completed Application with the following information attached:

- A copy of a recent electric utility bill
- A copy of the Electrical One-line Diagram (Dated)
- A copy of a Bill of Materials (List of electric equipment along with specifications)

¹ Systems should be sized to offset no more than the customer’s historical 12 month usage. If the customer has not acquired at least 12 months of past usage, or in cases where historical load cannot be determined due to extensive remodeling, the Load Justification Form must be submitted for systems 5 KW or greater. For systems without 12 months of historical data that are less than 5 KW, on-site electrical load may be determined using the calculation of 2 watts per square foot of the home.

**APPLICATION FOR INTERCONNECTION
FOR A DISTRIBUTED GENERATION SERVICE CUSTOMER GENERATOR FACILITY UP
TO ONE THOUSAND KILOWATTS**

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 any type of breaker switch in your electric panel for this purpose is not permitted.)

Upon receipt of this Application (including the above identified attachments), BVES will review the information for completeness. If data are missing or additional data are requested, DGS CG 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 DGS CG does not receive a request for additional data, DGS CG's Application is deemed complete and DGS CG will receive two (2) original, completed Interconnection Agreements for signature. Please read them carefully, sign both original Interconnection Agreements and return both originals to the BVES representative identified below. Upon notification from DGS CG's jurisdictional permitting agency that DGS CG's 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 DGS CG's Facility meets the requirements to interconnect with its electric system. Normally within 10 business days of satisfactory completion of BVES' field inspection of DGS CG's Facility, DGS CG will receive a letter from BVES authorizing interconnection along with one original, fully executed Interconnection Agreement for DGS CG's file.

CUSTOMER INFORMATION

Name of Customer	
Street Address	
City, State, Zip	
Mailing Address (if different from above)	
Phone Number	
Fax Number	
E-Mail Address (optional)	
Current BVES Meter Number	

**APPLICATION FOR INTERCONNECTION
FOR A DISTRIBUTED GENERATION SERVICE CUSTOMER GENERATOR FACILITY UP
TO ONE THOUSAND KILOWATTS**

CONTACTOR OR INSTALLER INFORMATION

Name of Contractor or Installer	
Contact Person	
Street Address	
City, State, Zip	
Phone Number	
Fax Number (optional)	
Email Address (optional)	
Contractor's License Number	

DESCRIPTION OF FACILITY

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

When completed, please send this Form and accompanying documents to:

Bear Valley Electric Service
Attn: Customer Care & Operations Support Superintendent
42020 Garstin Road
P.O. Box 1547
Big Bear Lake, CA 92315

Form No. 72
INTERCONNECTION AGREEMENT FOR THE INSTALLATION OF A
DISTRIBUTED GENERATION SERVICE CUSTOMER GENERATOR FACILITY
UP TO ONE THOUSAND KILOWATTS

Page 1
N
N

SEE ATTACHMENT BELOW

(N)

Advice Letter No. 381-E
Decision No. 20-01-008

Issued By
R. J. Sprowls
President

Date Filed March 3, 2020
Effective May 1, 2020
Resolution No. _____

**INTERCONNECTION AGREEMENT
FOR THE INSTALLATION OF A DISTRIBUTED GENERATION SERVICE CUSTOMER GENERATOR FACILITY
UP TO ONE THOUSAND KILOWATTS**

DECLARATIONS

This "Interconnection Agreement for the Installation of Distributed Generation Service Customer Generator Facility up to 1,000 KW" ("Interconnection Agreement"), is entered into by and between _____, the "Distributed Generation Service Customer Generator" ("DGS CG") and "Bear Valley Electric Service" ("BVES") a Division of GSWC, sometimes referred to herein jointly as "Parties" or individually as "Party". This Interconnection Agreement applies to the DGS CG's "Distributed Generation Facility" ("Facility") identified with the specified characteristics below, and does not allow interconnection or operation of facilities different from those described. Accordingly, the Parties agree as follows:

1. APPLICABILITY

This Agreement is applicable only to DGS CGs who install a facility greater than 1 KW but not more than 1,000 KW that is located on the DGS CG's premises and is intended to be used primarily to offset the DGS CG's electric use at the premises. Customer is defined as a customer served under any residential or commercial rate schedule. The qualifying DGS CG must have previously submitted an Application for Interconnection of a Facility that has been accepted by BVES as complete.

2. IDENTITY AND LOCATION OF CUSTOMER'S FACILITY

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

Customer Meter Number: _____ (Assigned by BVES)

Customer Account Number: _____ (Assigned by BVES)

Applicable Rate Schedule: _____ (Assigned by BVES)

Facility Location: _____

Address: _____

City/State/Zip: _____

3. DESCRIPTION OF CUSTOMER'S EQUIPMENT

A. Effective Operating Capacity: See tables

	Type of Generator	Generator Rating (watts)	Manufacturer of 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)

**INTERCONNECTION AGREEMENT
FOR THE INSTALLATION OF A DISTRIBUTED GENERATION SERVICE CUSTOMER GENERATOR FACILITY
UP TO ONE THOUSAND KILOWATTS**

B. Type of Visible and Lockable AC Disconnect Equipment:

To operate safely the DGS 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. The electric service panel must also be labeled with plaques as defined on the BVES website under Renewable Energy.

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 Interconnection Agreement. **However, DGS CG shall not commence parallel operation with BVES until written approval has been provided by BVES.** (DGS CG Initials _____).

4. METERING AND BILLING

DGS CG's Otherwise Applicable Tariff (Rate Schedule) and BVES' Distributed Generation Service Tariff Compensation shall govern metering requirements and billing procedures. By signing this Interconnection Agreement, DGS CG understands it will be billed and will be required to pay all charges appearing on that bill. DGS CG will be billed for all energy delivered by Bear Valley Electric Service to the customer at their Otherwise Applicable Tariff.

5. DECLARATIONS, ATTACHMENTS, AND AGREEMENT TO TERMS

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

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

1. Attachment A, PROVISIONS OF INTERCONNECTION AGREEMENTS
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, and DGS CG's otherwise-applicable tariff and compensation rate schedule.

6. SIGNATURES

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

**INTERCONNECTION AGREEMENT
FOR THE INSTALLATION OF A DISTRIBUTED GENERATION SERVICE CUSTOMER GENERATOR FACILITY
UP TO ONE THOUSAND KILOWATTS**

CUSTOMER GENERATOR NAME _____

ATTACHMENT A

PROVISIONS OF INTERCONNECTION AGREEMENT

(Agreement between Bear Valley Electric Service and Customer Generator)

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this Interconnection Agreement is to allow DGS CG to interconnect with BVES' distribution system, subject to the provisions of this Interconnection Agreement. DGS 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 DGS CG's own electrical requirements. DGS CG shall at all times comply with this Interconnection 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 DGS 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 DGS 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 Interconnection Agreement, upon termination of this Interconnection 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 DGS CG reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- 2.4 Electrical energy and capacity provided to DGS 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 DGS 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, which has subsequently been accepted by BVES as "complete" including all supporting, documents;
 - (b) A complete and signed Interconnection Agreement; and
 - (c) A copy of the DGS 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 ten (10) business days following BVES' field inspection.
- 3.2 BVES shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Facility. DGS CG shall notify BVES in accordance with the terms of Section 11 herein at least ten (10) days prior to such inspection.
- 3.3 DGS CG authorizes BVES to release to the California Energy Commission ("CEC") and the CPUC information

**INTERCONNECTION AGREEMENT
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regarding DGS 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 DGS 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 929-2000 and UL Standard 1741.
- 4.3 DGS 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 Interconnection Agreement, or otherwise modify the Facility without the prior written permission of BVES.

5. MAINTENANCE AND PERMITS

- 5.1 DGS 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 and maintain any governmental authorizations and permits required for the construction and operation of the Facility. DGS CG shall reimburse BVES for any and all losses, damages, claims, penalties, or liability it incurs as a result of DGS CG's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of DGS CG's Facility.
- 5.2 BVES shall have the right to review and obtain copies of DGS CG's operations and maintenance records, logs, or other information, pertaining to DGS CG's Facility or its interconnection with BVES' distribution system.

6. ACCESS TO PREMISES

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

- (a) After giving reasonable notice to DGS CG, to inspect DGS CG's protective devices and read or test meter(s); and,
- (b) Without notice to disconnect the Facility and/or service to DGS 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. See Otherwise Applicable Tariff for additional details.

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 Interconnection 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 DGS CG fails to comply with the insurance provisions of this Interconnection Agreement, DGS CG shall, at its own cost, defend, save harmless and indemnify BVES, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge,

**INTERCONNECTION AGREEMENT
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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 DGS 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 DGS CG to elect not to provide any such required insurance.

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

8. INSURANCE

- 8.1 To the extent that DGS CG has currently in force property insurance and DGS CG liability or personal liability insurance, DGS CG agrees that it will maintain such insurance in force for the duration of this Interconnection 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 DGS 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 BVES prior to cancellation, termination, alteration, or material change of such insurance.

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

- 9.1 This Interconnection Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 9.2 This Interconnection 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 Interconnection 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 Interconnection Agreement, BVES shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application or advice letter for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT

- 10.1 This Interconnection 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 Interconnection Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Interconnection 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 Interconnection Agreement shall supersede any existing agreement under which DGS 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 Interconnection Agreement becomes effective.
- 10.4 This Interconnection Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Interconnection Agreement. Each Party also represents that in entering into this Interconnection Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Interconnection Agreement.
- 10.5 Neither Party shall voluntarily assign this Interconnection 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 Interconnection 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

**INTERCONNECTION AGREEMENT
FOR THE INSTALLATION OF A DISTRIBUTED GENERATION SERVICE CUSTOMER GENERATOR FACILITY
UP TO ONE THOUSAND KILOWATTS**

be directed as follows:

IF TO BVES: BEAR VALLEY ELECTRIC SERVICE
Attention: Customer Care & Operations Support Superintendent
Address: 42020 Garstin Road, P.O. Box 1547
City: Big Bear Lake, CA 92315
Phone: (909) 866-4678
FAX: (909) 866-5056

IF TO DGS CG: DGS CG (Name & Address Below):
Attention: _____
Address: _____
City: _____
Phone: _____
FAX: _____

12. TERM AND TERMINATION OF AGREEMENT

- 12.1 This Interconnection Agreement shall become effective as of the later of the two dates identified by signature of DGS 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 Interconnection Agreement shall terminate, without notice, upon termination of the electric distribution service provided to DGS CG by BVES.

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Advice Letter No. 381-E
 Decision No. 20-01-008

Issued By
R. J. Sprowls
President

Date Filed March 3, 2020
 Effective May 1, 2020
 Resolution No. _____

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Advice Letter No. 381-E
 Decision No. 20-01-008

Issued By
R. J. Sprowls
President

Date Filed March 3, 2020
 Effective May 1, 2020
 Resolution No. _____

GOLDEN STATE WATER COMPANY

G.O. 96-B
SERVICE LIST

BEAR VALLEY ELECTRIC SERVICE DIVISION

AGNES ROBERTS, FINANCIAL ANALYST
AGNES.ROBERTS@BBCCSD.ORG
EMAIL ONLY

CITY CLERK
CITY OF BIG BEAR LAKE
39707 BIG BEAR BLVD.
P.O. BOX 10000
BIG BEAR LAKE, CA 92315

CITY ATTORNEY
CITY OF BIG BEAR LAKE
39707 BIG BEAR BLVD.
P.O. BOX 10000
BIG BEAR LAKE, CA 92315

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

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

HERSCHEL T. ELKINS
ASST ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
STATE OF CALIFORNIA
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013

ERIC JANSSEN
ELLISON, SCHNEIDER & HARRIS LLP
2600 CAPITOL AVE., STE. 400
SACRAMENTO, CA 95816-5905
ERICJ@ESLAWFIRM.COM

WADE REESER, VP, OPERATIONS
BIG BEAR MOUNTAIN RESORTS
P.O. BOX 77, 880 SUMMIT BLVD.
BIG BEAR LAKE CA 92315
WREESER@MAMMOTHRESORTS.COM

PETER EICHLER
LIBERTY UTILITIES
2865 BRISTOL CIRCLE
OAKVILLE, ONTARIO L6H 7H7
PETER.EICHLER@LIBERTYUTILITIES.COM

MIKE LONG
CALIFORNIA PACIFIC ELECTRIC CO., LLC
933 ELOISE AVENUE
SOUTH LAKE TAHOE, CA 96150
MIKE.LONG@LIBERTY-ENERGY.COM

RANDLE COMMUNICATIONS
500 CAPITOL MALL, SUITE 1950
SACRAMENTO, CA 95814
MCARDONA@RANDLECOMMUNICATIONS.COM
MGAZDA@RANDLECOMMUNICATIONS.COM

MEGAN SOMOGYI
GOODIN, MACBRIDE, SQUERI & DAY, LLP
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111
MSOMOGY@GOODINMACBRIDE.COM

FRED YANNEY, YANNEY LAW OFFICE
17409 MARQUARDT AVENUE, UNIT C-4
CERRITOS, CA 90703
FREDYANNEY@GMAIL.COM

BRENT TREGASKIS
BEAR MOUNTAIN RESORT
P O BOX 77
BIG BEAR LAKE, CA 92315

SOUTHERN CALIFORNIA EDISON CO.
P. O. BOX 800
ROSEMEAD, CA 91770

PATRICK O'REILLY
OPR COMMUNICATIONS
19318 JESSE LANE, SUITE 200
RIVERSIDE, CA 92508
POREILLY@OPRUSA.COM

ARLENE HERRERA
OPR COMMUNICATIONS
19318 JESSE LANE, SUITE 200
RIVERSIDE, CA 92508
AHERRERA@OPRUSA.COM

NAVAL FACILITIES ENGINEERING COMMAND
REA. D. ESTRELLA
SOUTHWEST DIVISIONM
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132
REA.ESTRELLA@NAVY.MIL

LIBERTY UTILITIES
9750 WASHBURN ROAD
DOWNEY, CA 90241
AdviceLetterService@libertyutilities.com