

Form No. 77
ADDED FACILITIES AGREEMENT
BVES FINANCED

PLEASE SEE ATTACHED

BEAR VALLEY ELECTRIC SERVICE, INC.

ADDED FACILITIES AGREEMENT
BVES FINANCED

FORM NO. 77

(N)
|
(N)

(Continued)

Advice Letter No. 415-E
Decision No. 19-08-027

Issued By
Paul Marconi
President

Date Filed March 15, 2021
Effective March 15, 2021
Resolution No. _____

BEAR VALLEY ELECTRIC SERVICE, INC.

ADDED FACILITIES AGREEMENT

BVES FINANCED

_____, ("Applicant")
and Bear Valley Electric Service, Inc. ("BVES"), referred to collectively as "Parties", and individually as "Party", agree, as an accommodation to the Applicant, that BVES shall install the electric facilities described in Exhibit A, and hereinafter referred to as "Added Facilities", the cost of which shall be borne by the Applicant and which will be located at the service address as shown in Exhibit A. Added Facilities are defined in BVES Tariff Rule 2.H as those which are in addition to, or in substitution for, the standard facilities BVES would normally install to provide electric service. The Parties agree as follows:

1. Applicant shall pay a monthly ownership charge based on the estimated total installed cost for BVES-Financed Added Facilities as set forth in Exhibit A, pursuant to BVES' Tariff Rule 2.H, as filed with the California Public Utilities Commission ("Commission") and as changed from time to time by the Commission. The monthly ownership charge for BVES-Financed Added Facilities includes replacement coverage for the term of this Agreement. Accordingly, the total installed cost of such Added Facilities used as the basis for determining the ownership charge Applicant pays BVES shall not be adjusted during 20-year term of this Agreement whenever Added Facilities are replaced as set forth in Paragraph 12(a).

With regard to the ownership charge, applicant shall pay to BVES, at BVES' sole option, either (BVES to select one):

- (a) A monthly ownership charge (as described in Rule 2H) based upon the percentage amount of ____%, as set forth in Rule 2.H(2)(c)(1), times the total installed cost of such Added Facilities as set forth in Exhibit A, for the 20-year term of this Agreement, with such credit enhancement measures, if any, deemed necessary in BVES' sole opinion; or
- (b) A one-time, up-front ownership charge payment representing the present worth of the monthly ownership charge for the Added Facilities, as described in subparagraph (a) immediately above, for the 20-year term of this Agreement.

At the end of the 20-year term, this Agreement terminates in accordance with the provisions of Paragraph 16. If Applicant wants to continue being served from the Added Facilities, Applicant must sign a new Added Facilities Agreement, the terms

and conditions of which shall reflect the current cost of service, subject to approval of the Commission.

2. Applicant shall pay to BVES in advance of construction by BVES, any one-time costs (including the Income Tax Component of Contribution (ITCC) when applicable) to rearrange existing facilities and/or to provide facilities normally installed by the Applicant as set forth in Exhibit A.
3. The costs and charges paid by Applicant pursuant to Paragraphs 1 and 2 will normally be based upon estimated costs. When the recorded book costs have been determined by BVES, the charges may be based upon such recorded costs and adjusted retroactively to the date when service was first rendered by means of such Added Facilities. For existing facilities which are allocated for Applicant's use as Added Facilities, the resulting Paragraph 1 charges paid by the Applicant will be based upon the Added Facilities investment amount calculated on a RCNLD basis. Additional charges resulting from such adjustments will, unless other terms are mutually agreed upon, be payable within thirty (30) days from the date of presentation of a bill therefor. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Applicant.
4. When BVES elects to provide Added Facilities hereunder on a recorded book cost basis, BVES has the right to revise its estimated costs and bill Applicant using such revised estimated costs during the period preceding determination of the recorded book costs. BVES shall indicate such revisions on Exhibit A or a superseding Exhibit A and provide a copy to Applicant. BVES shall commence billing the charge paid by Applicant pursuant to Paragraph 1 above using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Applicant.
5. The monthly ownership charge to be paid by Applicant pursuant to Paragraph 1 as determined in Exhibit A shall automatically increase or decrease without formal amendment to this Agreement if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in Rule 2.H, effective with the date of such authorization.
6. Where it is necessary to install Added Facilities on Applicant's property, Applicant hereby grants to BVES (a) the right to make such installation on Applicant's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Applicant's property as determined by BVES in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities. Applicant shall provide rights of way or easements of sufficient space which provide legal clearance from all structures now or hereafter erected on Applicant's property for any facilities of BVES.

7. Where formal rights-of-way or easements are required in, on, under, or over Applicant's property or the property of others for the installation of the Added Facilities, BVES shall not be obligated to install the Added Facilities unless and until any necessary rights-of-way or easements, satisfactory to BVES, are granted without cost to BVES. Upon termination of this Agreement in accordance with Paragraph 16, BVES will quitclaim all easements and rights-of-way in, on, under, and over Applicant's property which are, as determined by BVES in its sole discretion, no longer required by BVES due to the removal of its Added Facilities.
8. BVES shall not be responsible for any delay in completion of the installation of the Added Facilities resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of BVES. BVES shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond BVES's control.
9. Added Facilities provided hereunder shall at all times remain the property of BVES.
10. This Agreement supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.
11. If it becomes necessary for BVES to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with Paragraphs 13 and 16, or to pay to BVES additional charges consisting of:
 - (a) The cost to remove any portion of the Added Facilities which is no longer necessary because of alteration or rearrangement, such charge to be determined in the same manner as described in Paragraph 16; plus
 - (b) An additional payment (one-time cost), if any, for any work required as defined in Paragraph 2; plus
 - (c) A revised Paragraph 1 ownership charge based on the total net additional installed cost of all new and remaining Added Facilities. Such revised ownership charge shall be determined in the same manner as described in Paragraphs 1 and 3.

12.
 - (a) Whenever Added Facilities are replaced due to damage or equipment failure, the work will be completed at BVES' expense.
 - (b) Whenever Added Facilities are replaced due to Applicant's increased load, such replacement will be at Applicant's expense and the Applicant shall pay BVES a revised Paragraph 1 charge based on the revised Added Facilities investment amount resulting from such replacement.
13. This Agreement shall remain in effect for 20 years or until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by BVES for that portion of the Added Facilities not installed.
14. BVES has the right to charge Applicant under the terms and conditions of this Agreement commencing with the date BVES, in its sole opinion, is ready to serve or commencing with the ready to serve date requested by Applicant, whichever is later.
15. Construction of the Added Facilities shall not commence prior to receipt by BVES of appropriate rights of way and/or easements and Applicant's payment of all monies due as described in Paragraphs 1 and 2.
16. Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this Agreement, or otherwise:
 - (a) Applicant shall pay to BVES on demand (in addition to all other monies to which BVES may be legally entitled by virtue of such termination) a facility termination charge defined as the installed cost (including any ITCC), plus the removal cost, less the salvage value for the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of Added Facilities, 20 percent of the termination charge shall be subtracted from that charge each year until the total charge is zero.
 - (b) BVES shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities located on the Applicant's property.
 - (c) BVES may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities off Applicant's property. Where all or any portion of the Added Facilities located off Applicant's property are retained in place and used by BVES to provide permanent service to other customers, the

facility termination charge described in Paragraph 16(a) shall be reduced by the installed cost of the retained facilities.

17. Applicant may assign this Agreement only with BVES' written consent. Such consent will not unreasonably be withheld. Furthermore, such assignment shall be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Added Facilities.
18. This Agreement shall, at all times, be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
19. In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives/agents. This Agreement is effective as of the last date set forth below.

BEAR VALLEY ELECTRIC SERVICE, INC.

APPLICANT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

BEAR VALLEY ELECTRIC SERVICE, INC.

**ADDED FACILITIES AGREEMENT
BVES FINANCED**

EXHIBIT "A"

APPLICANT _____

SERVICE ADDRESS _____

APPLICANT REQUESTED READY TO SERVE DATE _____

All estimated Costs Shown in this Exhibit "A" (BVES to Select One):

_____ are not binding estimates (final billing based on recorded costs), or

_____ are binding estimates valid for Added Facilities completed on or before
_____, _____

DESCRIPTION OF ADDED FACILITIES:

Original Estimated Demand _____ kVa

W.O. No(s) _____

DESCRIPTION OF ONE-TIME COSTS (Paragraph 2):

W.O. No(s) _____

EXHIBIT “A”

ADDED FACILITIES AGREEMENT BVES FINANCED

BVES’s Actual Ready to Serve Date _____

APPLICANT INITIALS AND DATE (Original Estimate Only)	ORIGINAL ESTIMATE DATE	AMENDMENT DATE
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A) ADDED FACILITIES INVESTMENT (Paragraph 1)	_____	_____
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B) ADDED FACILITIES INVESTMENT (RCNLD*)(Paragraph 3)	_____	_____
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C) ADDED FACILITIES MONTHLY CHARGE BASE (A + B) (Paragraphs 1, 3 & 4)	_____	_____
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D) MONTHLY ADDED FACILITIES CHARGE (C X__) (Paragraphs 1 & 5)	_____	_____
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E) ONE-TIME PAYMENT OPTION OWNERSHIP COSTS ONLY [Paragraph 1(b)]	_____	_____
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F) ONE-TIME COSTS INCLUDING ITCC (Paragraph 2)	_____	_____
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	AMENDMENT DATE _____	FINAL RECORDED COSTS DATE _____
A) ADDED FACILITIES INVESTMENT (Paragraph 1)	_____	_____
B) ADDED FACILITIES INVESTMENT (RCNLD*)(Paragraph 3)	_____	_____
C) ADDED FACILITIES MONTHLY CHARGE BASE (A + B) (Paragraphs 1, 3 & 4)	_____	_____
D) MONTHLY ADDED FACILITIES CHARGE (C X__) (Paragraphs 1 & 5)	_____	_____
E) ONE-TIME PAYMENT OPTION OWNERSHIP COSTS ONLY [Paragraph 1(b)]	_____	_____
F) ONE-TIME COSTS INCLUDING ITCC (Paragraph 2)	_____	_____

*Cost of existing facilities reallocated as added facilities on a Reconstruction Cost New, Less Depreciation (RCNLD) basis.

Form No. 78
ADDED FACILITIES AGREEMENT
APPLICANT FINANCED

PLEASE SEE ATTACHED

(N)

BEAR VALLEY ELECTRIC SERVICE, INC.

ADDED FACILITIES AGREEMENT
APPLICANT FINANCED

FORM NO. 78

(N)

(Continued)

Advice Letter No. 415-E
Decision No. 19-08-027

Issued By
Paul Marconi
President

Date Filed March 15, 2021
Effective March 15, 2021
Resolution No. _____

BEAR VALLEY ELECTRIC SERVICE, INC.

ADDED FACILITIES AGREEMENT

APPLICANT FINANCED

_____, ("Applicant")
and Bear Valley Electric Service, Inc. ("BVES"), referred to collectively as "Parties" and individually as "Party", agree, as an accommodation to the Applicant, that BVES shall install the electric facilities described in Exhibit A, and hereinafter referred to as "Added Facilities", the cost of which shall be borne by the Applicant and which will be located at the service address as shown in Exhibit A. Added Facilities are defined in BVES's Rule 2.H as those which are in addition to, or in substitution for, the standard facilities BVES would normally install to provide electric service. The Parties agree as follows:

1. Applicant shall pay to BVES in advance of construction by BVES for the Applicant-Financed Added Facilities, the estimated total installed cost of said Added Facilities, as set forth in Exhibit A. If applicable, said cost shall include the estimated Income Tax Component of Contributions (ITCC), all as provided for in BVES' Preliminary Statement as filed with the California Public Utilities Commission ("Commission"), plus any one-time costs (including ITCC, when applicable) to rearrange existing facilities and/or to provide facilities normally installed by the Applicant.
2. In addition to the advance payment for the total installed cost of said Added Facilities as required under Paragraph 1, the Applicant shall also pay an ownership charge as provided in Rule 2.H based on the total installed cost of such Added Facilities as referenced in Paragraph 1, all as provided in BVES Rule 2.H as filed with the Commission and as changed from time to time by the Commission. The ownership charge for Applicant-Financed Added Facilities includes replacement coverage for the term of this Agreement. Accordingly, the total installed cost of such Added Facilities used as the basis for determining the ownership charge Applicant pays BVES shall not be adjusted during the 20-year term of this Agreement whenever Added Facilities are replaced by BVES as set forth in Paragraph 12(a).

With regard to the ownership charge, applicant shall pay to BVES, at BVES' sole option, either (BVES to select one):

- (a) A monthly ownership charge (as described in Rule 2H) based upon the percentage amount of ____%, as set forth in Rule 2.H(2)(c)(2), times the total installed cost of such Added Facilities as set forth in Exhibit A, for the 20-year term of this Agreement, with such credit enhancement measures, if any, deemed necessary in BVES' sole opinion; or

- (b) A one-time, up-front ownership charge payment representing the present worth of the monthly ownership charges over the 20-year term for the Added Facilities as described in subparagraph (a) immediately above.

At the end of the 20-year term, this Agreement shall terminate in accordance with the provisions of Paragraph 16. If Applicant wants to continue being served from the Added Facilities, Applicant must sign a new Added Facilities Agreement, the terms and conditions of which shall reflect the current cost of service, subject to approval of the Commission.

3. The costs and charges paid by Applicant pursuant to Paragraphs 1 and 2 will normally be based upon estimated costs. When the recorded book costs have been determined by BVES, the charges may be based upon such recorded costs and adjusted retroactively to the date when service was first rendered by means of such Added Facilities. Additional charges resulting from such adjustments will, unless other terms are mutually agreed upon, be payable within thirty (30) days from the date of presentation of a bill therefore. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Applicant.
4. When BVES elects to provide Added Facilities hereunder on a recorded book cost basis, BVES has the right to revise its estimated costs and bill Applicant using such revised estimated costs during the period preceding determination of the recorded book costs. BVES shall indicate such revisions on Exhibit A or a superseding Exhibit A and provide a copy to Applicant. BVES shall commence billing the charge paid by Applicant pursuant to Paragraph 2 above using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Applicant.
5. The monthly charge to be paid by Applicant pursuant to Paragraph 2 above, as determined in Exhibit A, shall automatically increase or decrease without formal amendment to this Agreement if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in Rule 2.H, effective with the date of such authorization. Further, the revised costs of ownership shall also be used to determine the unamortized balance of the one-time payment due to termination of service, termination of this Agreement, or otherwise, as provided in Paragraph 16 (a).
6. Where it is necessary to install Added Facilities on Applicant's property, Applicant hereby grants to BVES (a) the right to make such installation on Applicant's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Applicant's property as determined by BVES in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities. Applicant shall provide rights-of-way or

easements of sufficient space to provide legal clearance from all structures now or hereafter erected on Applicant's property for any facilities of BVES.

7. Where formal rights-of-way or easements are required in, on, under, or over Applicant's property or the property of others for the installation of the Added Facilities, BVES shall not be obligated to install the Added Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to BVES, are granted without cost to BVES. Upon termination of this Agreement in accordance with Paragraph 16, BVES will quitclaim all easements and rights of way in, on, under, and over Applicant's property which are, as determined by BVES in its sole discretion, no longer required by BVES due to the removal of its Added Facilities.
8. BVES shall not be responsible for any delay in completion of the installation of the Added Facilities resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of BVES. BVES shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond BVES' control.
9. Added Facilities provided hereunder shall at all times remain the property of BVES.
10. This Agreement supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.
11. If it becomes necessary for BVES to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with Paragraphs 13 and 16, or to pay to BVES additional charges consisting of:
 - (a) The cost to remove any portion of the Added Facilities which is no longer necessary because of alteration or rearrangement, such charge to be determined in the same manner as described in Paragraph 16; plus
 - (b) An additional payment, ITCC, and/or one-time cost, if any, for any new Added Facilities requested which shall be determined in the same manner as described in Paragraphs 1 and 2; plus a revised Paragraph 2 charge based on the total net additional installed cost of all new and remaining Added

Facilities. Such revised charge shall be determined in the same manner as described in Paragraphs 1 and 2.

12.

- (a) Whenever Added Facilities are replaced due to damage (caused by other than the Applicant's intentional or negligent conduct) or equipment failure, such replacement will be at BVES' expense with no change in the Added Facilities investment amount.
- (b) Whenever Added Facilities are replaced due to Applicant's increased load or damage caused by the Applicant's intentional or negligent conduct, such replacement will be made by BVES at the Applicant's expense including any applicable ITCC. Charges will be payable by the Applicant to BVES within thirty (30) days from the date of presentation of a bill. Additionally, the Applicant's Monthly Charge pursuant to Paragraph 2 will be adjusted based on the revised added investment resulting from such replacement and will be effective with the date the replaced Added Facilities are first available.

13. This Agreement shall remain in effect for 20 years or until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by BVES for that portion of the Added Facilities not installed.

14. BVES has the right to charge Applicant under the terms and conditions of this Agreement commencing with the date BVES, in its sole opinion, is ready to serve or commencing with the ready to serve date requested by Applicant, whichever is later.

15. Construction of the Added Facilities shall not commence prior to receipt by BVES of appropriate rights of way and/or easements, and applicant's payment of all monies due as described in Paragraphs 1 and 2.

16. Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this Agreement, or otherwise:

- (a) Applicant shall pay to BVES on demand (in addition to all other monies to which BVES may be legally entitled by virtue of such termination) a facility termination charge defined as the removal cost, less the salvage value for the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of Added Facilities, 20 percent of the termination charge shall be subtracted from that charge each year until the total charge is zero.

(b) BVES shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities located on the Applicant's property.

(c) BVES may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities located off Applicant's property. Where all or any portion of the Added Facilities located off Applicant's property are retained in place and used by BVES to provide permanent service to other customers, the facility termination charge described in Paragraph 16(a) shall be reduced by the installed cost of the retained facilities.

17. Applicant may assign this Agreement only with BVES's written consent. Such consent will not unreasonably be withheld. Furthermore, such assignment shall be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Added Facilities.

18. This Agreement shall, at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.

19. In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives/agents. This Agreement is effective as of the last date set forth below.

BEAR VALLEY ELECTRIC SERVICE, INC.

APPLICANT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

BEAR VALLEY ELECTRIC SERVICE, INC.

**ADDED FACILITIES AGREEMENT
APPLICANT FINANCED**

EXHIBIT "A"

APPLICANT _____

SERVICE ADDRESS _____

APPLICANT REQUESTED READY TO SERVE DATE _____

All estimated Costs Shown in this Exhibit "A" (BVES to Select One):

_____ are not binding estimates (final billing based on recorded costs), or

_____ are binding estimates valid for Added Facilities completed on or before
_____, _____

DESCRIPTION OF ADDED FACILITIES:

Original Estimated Demand _____ kVa

W.O. No(s) _____

DESCRIPTION OF ONE-TIME COSTS (Paragraph 2):

W.O. No(s) _____

EXHIBIT “A”

ADDED FACILITIES AGREEMENT APPLICANT FINANCED

BVES’s Actual Ready to Serve Date _____

APPLICANT INITIALS AND DATE (Original Estimate Only)	ORIGINAL ESTIMATE DATE	AMENDMENT DATE
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A) TOTAL INSTALLED ADDED FACILITIES COST (Paragraph 1)	_____	_____
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B) EXISTING FACILITIES ALLOCATED TO APPLICANT’S USE AS ADDED FACILITIES (RCNLD*)(Paragraph 1)	_____	_____
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C) ADDED FACILITIES MONTHLY OWNERSHIP CHARGE BASE (A + B) (Paragraphs 1, 3 & 4)	_____	_____
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D) MONTHLY OWNERSHIP CHARGE FOR ADDED FACILITIES (C X__) (Paragraphs 1 & 5)	_____	_____
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E) ONE-TIME PAYMENT OPTION OWNERSHIP CHARGE ONLY [Paragraph 2(b)]	_____	_____
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F) ONE-TIME COSTS TO REARRANGE EXISTING FACILITIES/INSTALL NORMAL FACILITIES, INCLUDING ITCC (Paragraph 1)	_____	_____
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	AMENDMENT DATE _____	FINAL RECORDED COSTS DATE _____
A) TOTAL INSTALLED ADDED FACILITIES COST (Paragraph 1)	_____	_____
B) EXISTING FACILITIES ALLOCATED TO APPLICANT'S USE AS ADDED FACILITIES (RCNLD*)(Paragraph 1)	_____	_____
C) ADDED FACILITIES MONTHLY OWNERSHIP CHARGE BASE (A + B) (Paragraphs 1, 3 & 4)	_____	_____
D) MONTHLY OWNERSHIP CHARGE FOR ADDED FACILITIES (C X __) (Paragraphs 1 & 5)	_____	_____
E) ONE-TIME PAYMENT OPTION OWNERSHIP CHARGE ONLY [Paragraph 2(b)]	_____	_____
F) ONE-TIME COSTS TO REARRANGE EXISTING FACILITIES/INSTALL NORMAL FACILITIES, INCLUDING ITCC (Paragraph 1)	_____	_____

* Cost of existing facilities reallocated as added facilities on a Reconstruction Cost New, Less Depreciation (RCNLD) basis.

Rule No. 2
DESCRIPTION OF SERVICE

H. Added Facilities

1. Where an applicant requests and the Utility agrees to install facilities which are in addition to, or in substitution for, the standard facilities the Utility would normally install, the costs thereof shall be borne by the applicant. Such costs shall include continuing ownership costs as may be applicable. Unless otherwise provided by the Utility's filed tariff schedules, these Added Facilities (special facilities) will be installed, owned and maintained or allocated by the Utility solely as an accommodation to the applicant. Added Facilities are defined as:
- a. Facilities requested by an applicant which are in addition to, or in substitution for, standard facilities (such as the Utility's standard line and service extension facilities), which would normally be provided by the Utility for delivery of service at one point, through one meter, at one voltage class under its tariff schedules, or
 - b. A pro rata portion of the facilities requested by an applicant, allocated for the sole use of such applicant, which would not normally be allocated for such sole use.
- Added Facilities may include, but are not limited to, all types of equipment normally installed by the Utility in the development of its electrical transmission and distribution systems and facilities or equipment related to the Utility's provision of service to a customer or a customer's receipt or utilization of the Utility's electrical energy. Added Facilities may also include the differential costs for equipment for electrical transmission and distribution systems designed by the Utility which, in the Utility's sole opinion, is in excess of equipment required for the Utility's standard serving system or all costs of such Added Facilities, as agreed to by the Utility and the customer. Added Facilities may include poles, lines, structures, fixtures, transformers, service connections, load control devices and meters.
2. Added Facilities will be installed under the terms and conditions of a contract in the form on file with the California Public Utilities Commission. Such contract will include, but is not limited to, the following terms and conditions:
- a. Except as provided in subpart b, where new facilities are to be installed for applicant's use as Added Facilities, the applicant shall advance to the Utility the additional installed cost of the Added Facilities (which may include an Income Tax Component of Contributions (ITCC)) over the cost of standard facilities. At the Utility's option, the Utility may finance the new Added Facilities.
 - b. Where new facilities are to be installed for applicant's use as Added Facilities, and both Utility and applicant agree that all costs of such Added Facilities will be borne by applicant (which may include ITCC), the applicant shall advance to the Utility all installed costs of such Added Facilities or, at the Utility's option, the Utility may finance the new Added Facilities.

(N)

(Continued)

Advice Letter No. 415-E
Decision No. 19-08-027

Issued By
Paul Marconi
President

Date Filed March 15, 2021
Effective March 15, 2021
Resolution No. _____

Rule No. 2
DESCRIPTION OF SERVICE

H. Added Facilities (Continued)

(N)

2. (Continued)

- c. Monthly Ownership Charge. The following monthly ownership charges include a replacement component and are applicable to Added Facilities Agreements for their duration:
- 1) Applicants being served by the Utility-financed Added Facilities shall pay a Monthly Ownership Charge of 1.4864% for capital and operations and maintenance (O&M) cost components including: rate of return, depreciation rates, administrative and general (A&G) expense, Franchise Fees and Un-collectibles (FF&U), ad valorem tax, insurance, Federal income tax, State income tax, and O&M expense. An included replacement component allows the Utility to provide replacement facilities, if needed, at no additional cost to the customer during the term of the Added Facilities Agreement.
 - 2) Applicants being served by the customer-financed Added Facilities shall pay a Monthly Ownership charge of 0.517% for operations and maintenance (O&M) cost components including administrative and general (A&G) expense, Franchise Fees and Un-collectibles (FF&U), ad valorem tax, insurance, and O&M expense. An included replacement component allows the Utility to provide replacement facilities, if needed, at no additional cost to the customer during the term of the Added Facilities Agreement.
 - 3) Where existing facilities are allocated for applicant's use as Added Facilities, the applicant shall pay a monthly ownership charge for the Added Facilities of 1.4864% of the Utility's Reconstruction Cost New Less Depreciation value of that portion of the existing facilities which are allocated to the customer as Added Facilities.
- d. Where the Utility determines that there are unacceptable credit risks regarding the collection of continuing monthly ownership charges, the applicant will be required to provide credit enhancement measures acceptable to the Utility in its sole opinion, or make an equivalent one-time payment in lieu of the monthly ownership charges for a 20-year term. The applicable payment options, if any, will be selected solely by the Utility.
- e. All monthly ownership charges shall be reviewed and refiled with the Commission when changes occur in the Utility's costs for providing such service. However, the Utility will not re-file if the Utility's cost change is less than 10 basis points.

(N)

(Continued)

Advice Letter No. 415-E
Decision No. 19-08-027

Issued By
Paul Marconi
President

Date Filed March 15, 2021
Effective March 15, 2021
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Rule No. 2
DESCRIPTION OF SERVICE

H. Added Facilities (Continued)

(N)

3. The Utility shall not be liable for any loss, damage, or injury arising from the Utility's installation, operation, maintenance, or control of the Added Facilities, unless such loss, damage, or injury results from the Utility's sole negligence, and, in no event, shall the Utility be liable for loss of profits, revenues, or other consequential damages. No adjustment shall be made to reduce the billings if damage to, or malfunction of the Added Facilities results from any cause other than the negligence or willful act of the Utility.
4. The Utility will not accept requests under the Added Facilities provision of Rule 2, Section H, for underground distribution systems that call for specified pieces of electrical equipment to be installed in below-ground structures in circumstances where it is technically feasible to install the equipment above ground. Such requests will not be accepted for situations indicated in 4.a, 4.b, and with certain exceptions 4.c, below.
 - a. New construction on any property except public property and public rights-of-way;
 - b. Circumstances in which capacity upgrades, conversions, and relocations are required due to customer-driven renovations of existing structures or other building activities on any property except public property and public rights of way resulting in a change of use or occupancy as defined in state or local law;
 - c. Except for situations on a case-by-case basis in which the local authority and the Utility agree to locate Equipment above ground because the above-ground location is technically feasible for the installation. For purposes of this provision, specified pieces of equipment include all primary voltage from 4 kV to 35 kV electrical distribution system equipment (Equipment), including, but not limited to, transformers, switches and fuses, capacitors, and junction bars.

“Technically feasible” means that enough space is, or can be made, available above ground for the electrical distribution Equipment needed for the Utility to serve customers and that other requirement, such as obtaining the required permits, is met. The required space is defined by existing design standards within the operation and maintenance requirements that are in compliance with applicable safety codes and regulations such as CPUC General Order 128.

(N)

(Continued)

Advice Letter No. 415-E
Decision No. 19-08-027

Issued By
Paul Marconi
President

Date Filed March 15, 2021
Effective March 15, 2021
Resolution No. _____

Rule No. 2
DESCRIPTION OF SERVICE

H. Added Facilities (Continued)

(N)

4. (Continued)

c. (Continued)

Where the Utility has existing primary voltage distribution equipment installed in below-ground structures, the equipment will continue to be operated and maintained below ground. However, in accordance with Section 4.c., above, where existing below-ground Equipment must be modified by the Utility, above-ground retrofits shall only occur in circumstances in which capacity upgrades, conversions, and relocations are required due to customer-driven renovations of existing structures or other building activities resulting in a change of use or occupancy as defined in state or local law; or when agreed to by the local authority and the Utility on a case-by-case basis.

Design and installation of any above-ground Equipment shall comply with the typical installations depicted by the Utility, as well as land use laws, including local ordinances respecting matters of public health, safety and convenience, that are of general applicability to above-ground utility structures regardless of ownership, to the extent the same would not directly or effectively require the Equipment to be located underground.

When modifying existing Equipment installed in the above-ground public rights-of-way, the Utility shall comply with local ordinances respecting matters of public health and safety and convenience, to the extent that the same area of general applicability to other utility and public works structures or equipment, regardless of ownership, installed in the public rights of way, do not directly or effectively require the Equipment to be located underground, or otherwise conflict with the Utilities design standards and similar documents.

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Advice Letter No. 415-E
Decision No. 19-08-027

Issued By
Paul Marconi
President

Date Filed March 15, 2021
Effective March 15, 2021
Resolution No. _____

Rule No. 2
DESCRIPTION OF SERVICE

I. Welder Service

(L)

1. Rating of Welders.

Electric welders will be rated for billing purposes as follows:

a. Motor Generator Arc Welders

The horsepower rating of the motor driving a motor generator type arc welder will be taken as the horsepower rating of the welder.

b. Transformer Arc Welders

Nameplate maximum kVa input (at rated output amperes) will be taken as the rating of transformer type arc welders.

c. Resistance Welders

Resistance welder ratings will be determined by multiplying the welder transformer nameplate rating (at 50% duty cycle) by the appropriate factor listed below:

<u>Type of Welder</u>	<u>Transformer Nameplate Rating @ 50% Duty Cycle</u>	<u>Factor</u>	
		<u>Distribution Utility Owned</u>	<u>Transformer Customer Owned</u>
Rocker Arm, Press or Projection Spot	20 kva or less	.60	.50
Rocker Arm or Press Spot	Over 20 kva)		
Projection Spot	21 to 75 kva, incl)	.80	.60
Flash or Butt	100 kva or over)		
Seam or Portable Gun	All Sizes)		
Flash or Butt	67 to 100 kva, incl	*	*
Projection Spot	Over 75 kva)	1.20	1.90
Flash or Butt	66 kva or less)		

*Each flash or butt welder in this group will be rated at 80 kva where distribution transformer is owned by the Utility or 60 kva where distribution transformer is owned by the Customer

d. Rating prescribed by a, b, and c, above, normally will be determined from nameplate data or from data supplied by the manufacturer. If such data are not available or are believed by either the Utility or Customer to be unreliable, the rating will be determined by test.

e. If established by seals approved by the Utility, the welder rating may be limited by the sealing of taps which provide capacity greater than the selected tap and/or by the interlocking lockout of one or more welders with other welders.

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Advice Letter No. 415-E
Decision No. 19-08-027

Issued By
Paul Marconi
President

Date Filed March 15, 2021
Effective March 15, 2021
Resolution No. _____

Rule No. 2
DESCRIPTION OF SERVICE

I. Welder Service (Continued)

(L)

1. Rating of Welders. (Continued)

- f. When conversion of units is required for tariff application, 1 welder kva will be taken as 1 horsepower for tariffs stated on a horsepower basis and 1 welder kva will be taken as 1 kilowatt for tariffs stated on a kilowatt basis.

2. Billing of Welders.

Welders will be billed at the regular rates and conditions of the tariffs on which they are served subject to the following provisions:

a. Connected Load Type of Schedule

Welder load will be included as part of the connected load with ratings as determined under Section 1, above, based on maximum load that can be connected at any one time, and no allowance will be made for diversity between welders.

b. Demand Metered Type of Schedule

Where resistance welders are served on these schedules the computation of diversified resistance welder load shall be made as follows:

Multiply the individual resistance welder ratings, as prescribed in Sections 1-c to 1-f inclusive, above, by the following factors and add the results thus obtained:

- 1.0 times the rating of the largest welder;
- 0.8 times the rating of the next largest welder;
- 0.6 times the rating of the next largest welder;
- 0.4 times the rating of the next largest welder;
- 0.2 times the rating of all additional welders.

If this computed diversified resistance welder load is greater than the metered demand, the diversified resistance welder load will be used in lieu of the metered demand for rate computation purposes.

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(Continued)

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Issued By
Paul Marconi
President

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Advice Letter No. 415-E

Decision No. 19-08-027

Issued By
Paul Marconi
President

Date Filed March 15, 2021

Effective March 15, 2021

Resolution No.