



December 22, 2009

Advice Letter No. 236-E

(U 913 E)

## California Public Utilities Commission

Attention: Energy Division  
Advice Letter Filings Room 4005

In compliance with Commission Resolution E-4298, Golden State Water Company ("GSWC") hereby transmits for filing an original and four conformed copies of the following tariff sheets applicable to its Bear Valley Electric Service ("BVES") division:

<u>CPUC Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling CPUC Sheet No.</u>
Original No. 1732-E	Schedule No. RET Water Agency Renewables Energy Service Page 1	Original No. 1565-E
Original No. 1733-E	Schedule No. RET Water Agency Renewables Energy Service Page 2	Original No. 1566-E
Original No. 1734-E	Schedule No. RET Water Agency Renewable Energy Service Page 3	
Original No. 1735-E	Form No. 27 Renewable and Alternative Power-Public Water and Wastewater Agency Agreement	Original No. 1567-E
Revised No. 1736-E	Table of Contents Page 2 of 2	Revised No. 1568-E
Revised No. 1737-E	Table of Contents Page 1 of 2	Revised No. 1731-E

**SUBJECT:**

Establishment of Tariff and Contract for Purchase of Eligible Renewable Generation from Public Water and Wastewater Agencies using the 2009 Market Price Referents (MPR) for long term and short term contracts in compliance with Renewables Portfolio Standard (RPS)

**PURPOSE**

As directed in the December 17, 2009 Commission Resolution E-4298, BVES modifies its Schedule No. RET ("Renewable Energy Tariff") and the Renewable and Alternative Power-Public Water and Wastewater Agency Agreement ("Agreement") to include in both documents the adopted 2009 MPR for the purchase of all energy produced by an eligible renewable generation facility. BVES also modifies the language in both documents to remove any references to a size limitation beyond the 1 MW set by D.07-07-027 and to include the language required in D.08-04-009 for changes in the standard terms and conditions of the Agreement.

**BACKGROUND**

AB 1969 approved on September 29, 2006, adds Section 399.20 to the PU Code, which requires all electrical corporations to file with the California Public Utilities Commission ("Commission") a standard tariff to provide for payment for every kilowatt-hour of renewable energy output produced at an electric generation facility at the market price as determined by the Commission pursuant to PU Code Section 399.15 for a period of 10, 15 or 20 years.

For purposes of Section 399.20, the electric generation facility eligible for service on the new tariff must be an eligible renewable energy resource owned and operated by a public water or wastewater agency that is a retail customer of BVES, interconnected and operated in parallel with BVES' distribution system and be sized to offset part or all of the electricity demand of the public agency.

D.07-07-027 ordered that the new tariff and agreement are to be made available upon request on a first-come-first-served basis to eligible facilities with an effective capacity of not more than 1.0 megawatt until BVES' contracted capacity reaches its proportionate share of the statewide 250 MW limit. The allocation will be based on the ratio of BVES' coincident demand to the total statewide peak demand of all electrical corporations.

Pursuant to D.07-07-027, BVES filed Advice Letter 219-E on August 13, 2007 to establish the new tariff Schedule No. RET applicable to eligible renewable energy resources owned and operated by a Public Water and Wastewater Agencies that are retail customers of BVES, interconnected and operated in parallel with BVES' distribution system and be sized to offset part or all of the electricity demand of the public agency.

Advice Letter 219-E also proposed to establish a new Agreement (Form 27) to implement the tariff for qualified renewable facilities. On July 30, 2008, BVES filed Supplemental Advice Letter 219-EA to modify the language in Appendix of the Agreement to bring it in conformance with D.07-07-027. However, as noted by Commission staff, Advice Letter 219-EA did not address the directives of Resolution E-4137.

In December 2009, Commission staff directs BVES to withdraw Advice Letters 219-E and 219-EA, and to submit updated Schedule No. RET and Agreement within 5 days of Commission's approval of Resolution E-4298. The updated documents must modify the language associated with the Agreement standard terms and conditions as required by D.08-04-009, remove any references to a size limitation beyond the 1 MW limit set by D.07-07-027, and add the adopted 2009 MPR for short term and long term renewable energy contracts.

No cost information is required for this advice filing.

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

**TIER DESIGNATION**

Pursuant to Resolution E-4298, this advice letter is submitted with a Tier 1 designation.

**EFFECTIVE DATE**

GSW respectfully requests approval of this advice letter to become effective on December 17, 2009.

**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](http://www.cpuc.ca.gov).

A protest must state the facts constituting the grounds for the protest, the effect that approval of the advice letter might have on the protestant, and the reasons the protestant believes the advice letter, or a part of it, is not justified. If the protest requests

an evidentiary hearing, the protest must state the facts the protestant would present at an evidentiary hearing to support its request for whole or partial denial of the advice letter. The utility must respond to a protest with five days.

**All protests and responses should be sent to:**

California Public Utilities Commission, Energy Division

ATTN: Tariff Unit

505 Van Ness Avenue

San Francisco, CA 94102

E-mail: Honesto Gatchalian (jnj@cpuc.ca.gov) or Maria Salinas (mas@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

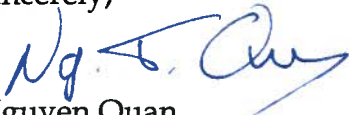
E-mail: nquan@gswater.com

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

No individuals or utilities have requested notification of filing of tariffs. A copy of this advice letter is being furnished to the entities listed on the service list for R.06-05-027 and to the attached BVES service list.

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

Sincerely,



Nguyen Quan

Manager, Regulatory Affairs

c: Donald Lafrenz, CPUC - Energy Division  
R. Mark Pocta, DRA

Schedule No. RET

WATER AGENCY RENEWABLE ENERGY SERVICE

APPLICABILITY<sup>1</sup>

This Schedule is optional for customers who meet the definition of an Eligible Public Water Agency or Wastewater Agency, as defined in the Special Condition section of this Schedule, who own and operate an Eligible Renewable Generating Facility, as defined in the Special Condition section of this Schedule, and is located on property owned or under the control of the public water or wastewater agency. Service under this Schedule is on a first-come-first-served basis and shall be closed to new customers once the combined rated generating capacity of Eligible Renewable Generating Facilities within BVES' service territory reaches 500 KW in accordance with Special Condition 5. However, BVES may, at its sole option, determine whether a viable project exists that is able to take service under this tariff which would benefit all of BVES' customers. Should BVES make such determination, BVES may agree, on a case by case basis, to exceed its 500 KW limit and permit such customer to take service under this tariff.

TERRITORY

Within the entire territory served.

RATES

The customer's otherwise applicable tariff (OAT) shall apply except as follows: BVES shall purchase the total output produced by an Eligible Renewable Generating Facility at the price shown below and pursuant to the terms set forth in Section 6.2 of the **Renewable and Alternative Power- Public Water And Wastewater Agency Agreement** (Form No. 27).

<b>Adopted 2009 Market Price Referents - Long-Term Contracts</b> (Nominal - dollars/kWh)				
<b>Contract Start Date</b>	<b>10-Year</b>	<b>15-Year</b>	<b>20-Year</b>	<b>25-Year</b>
2010	0.08448	0.09066	0.09674	0.10020
2011	0.08843	0.09465	0.10098	0.10442
2012	0.09208	0.09852	0.10507	0.10852
2013	0.09543	0.10223	0.10898	0.11245
2014	0.09872	0.10593	0.11286	0.11636
2015	0.10168	0.10944	0.11647	0.12002
2016	0.10488	0.11313	0.12020	0.12378
2017	0.10834	0.11695	0.12404	0.12766
2018	0.11204	0.12090	0.12800	0.13165
2019	0.11598	0.12499	0.13209	0.13575
2020	0.12018	0.12922	0.13630	0.13994
2021	0.12465	0.13359	0.14064	0.14424

<sup>1</sup> NOTE: Section 399.2 among other things requires qualifying projects to be "strategically located and interconnected to the electric transmission system in a manner that optimizes the deliverability of electricity generated at the facility to load centers." Pub. Util. Code § 399.20 (b)(3), as amended by Ch. 544. Since BVES does not have electric transmission within its service territory, BVES believes that section 399.20 does not apply to BVES. (Continued)

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Schedule No. RET

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WATER AGENCY RENEWABLE ENERGY SERVICE

Adopted 2009 Market Price Referents - Short-Term Contracts (Nominal - dollars/kWh)					
Contract Start Date	5-Year	6-Year	7-Year	8-Year	9-Year
2010	0.07713	0.07881	0.08034	0.08178	0.08316
2011	0.08160	0.08307	0.08448	0.08583	0.08715
2012	0.08547	0.08684	0.08818	0.08950	0.09080
2013	0.08869	0.09007	0.09142	0.09276	0.09408
2014	0.09167	0.09309	0.09448	0.09586	0.09728
2015	0.09440	0.09586	0.09730	0.09878	0.10029
2016	0.09722	0.09872	0.10027	0.10186	0.10331
2017	0.10013	0.10177	0.10344	0.10495	0.10660
2018	0.10327	0.10503	0.10659	0.10834	0.11018
2019	0.10662	0.10824	0.11008	0.11203	0.11401
2020	0.10992	0.11187	0.11394	0.11604	0.11813
2021	0.11370	0.11591	0.11814	0.12035	0.12252

**SPECIAL CONDITIONS**

1. Required Contract: An executed Agreement (Form No. 27) is required prior to receiving service under this Schedule.
2. Participation in other BVES Programs: Participating customers with multiple generators may not participate in any other BVES interruptible or net energy metering programs, unless sufficient BVES metering is in place to isolate the output of the Eligible Renewable Generating Facility from the output of any non-participating generator for purposes of applying this Schedule.
3. Definitions: The following definitions are applicable to service provided under this Schedule.
  - a. Eligible Wastewater Agency – Any state, local, or federal agency, as defined in Water Code Section 13625 (a)(1), owning a facility used in the treatment or reclamation of sewage or industrial wastes.
  - b. Eligible Public Water Agency – As defined in Water Code Section 12970, means any public corporation, district, political subdivision, or any other agency or authority now or hereafter organized under the laws of this state which develops, stores, distributes or supplies water.

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Schedule No. RET

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WATER AGENCY RENEWABLE ENERGY SERVICE

c. Eligible Renewable Generating Facility – A generating facility that is owned and operated by an Eligible Public Water Agency or an Eligible Wastewater Agency which receives distribution service from BVES, and where the Eligible Renewable Generating Facility meets all of the following criteria:

(1) Is located on property owned by or under the control of the public water or wastewater agency.

(2) Is interconnected and operates in parallel with the electric distribution grid.

(3) Is strategically located and interconnected to the electric distribution system in a manner that optimizes the deliverability of electricity generated at the facility to load centers.

(4) Is an eligible renewable energy resource, as defined in Public Utilities Code Section 399.12.

4. Metering Requirements: Customers served on this Schedule shall be separately metered with BVES metering to reflect the net generation output amounts of the Eligible Renewable Generating Facility. Customers shall be responsible for all costs associated with separately metering the customer's Eligible Renewable Generating Facility output and associated station load. All metering required for service on this Schedule shall be installed and maintained in accordance with BVES requirements.
5. Customer Participation: Except as provided below, customers may participate in accordance with this Schedule until the sum of all customers' contracted capacity reaches BVES' proportionate share of 500 MW as provided in the ALJs Ruling in Rulemaking 08-08-009 issued November 18, 2008 and in D.07-07-027. This amount will be calculated by the summation of all net power ratings (in kW) provided in Section 2.4 of Form No. 27. Should additional customers express interest in this Schedule after the BVES' share of the contract capacity limit is reached, BVE will maintain a list of interested customers, ranked in order of the date on which they requested service under this Schedule. Should the capacity installed fall below BVES' share, BVES will allow those customers from the previously described list of interested customers who remain interested in the tariff the opportunity to participate under this Schedule on a first come first serve basis until the amount installed and operating capacity plus the contracted capacity taken from the previously described list of interested customers equals BVES' share of the 500 MW. This process will continue until such time, if any, as the installed capacity of projects in operation equals BVES' allocated share.

**Form No. 27**

**BEAR VALLEY ELECTRIC SERVICE**

**RENEWABLE AND ALTERNATIVE POWER  
PUBLIC WATER AND WASTEWATER AGENCY AGREEMENT**

**FORM NO. 27  
(ATTACHED)**



**BEAR VALLEY ELECTRIC SERVICE**

**Form No. 27**

**Renewable and Alternative Power  
Public Water and Wastewater Agency Agreement**

This Power Purchase Agreement ("Agreement") is entered into by and between \_\_\_\_\_ ("Producer"), a (form of entity & state of registration) (Please verify corporate name and indicate state of incorporation) Public Water or Wastewater Agency, and the Golden State Water Company ("GSWC") and Bear Valley Electric Service ("BVES") a Division of GSWC, sometimes also referred to herein Jointly as "Parties" or individually as "Party". The Parties hereby agree to enter into this Agreement, to permit compensation of Producer for power generated by a Renewable Generating Facility ("Facility") as defined in Section 399.11 of the Public Utilities Code ("PU Code"). All capitalized terms set forth herein shall have the meanings ascribed to them in Section 14.5.

**1. RECITALS**

1.1 This Agreement provides for Producer to Interconnect and operate the Facility in parallel with BVES's Distribution System. This Agreement requires the Producer to be a retail customer and to obtain retail electrical service from BVES to serve all the electrical loads, net of any other Nonrenewable Generating Facility, except as otherwise permitted under BVES's Tariffs, at the Premises identified in Appendix A. This Agreement also provides for Producer to sell energy, net of Station Use, produced by the Facility directly to BVES provided the Facility satisfies the Eligible Renewable Resource Facility Requirements as set forth in Appendix C. This Agreement does not constitute an agreement by BVES to provide retail electrical service to Producer. Such arrangements must be made separately between BVES and Producer.

1.2 In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

**2. SUMMARY AND DESCRIPTION OF RENEWABLE GENERATING FACILITY**

2.1 A description of the Facility, including a summary of its significant components, a drawing showing the general arrangement of the Producer's Facility, and a Single-Line diagram illustrating the Interconnection of the Facility and loads with BVES's Distribution System, is attached hereto and incorporated herein as Appendix A.

2.2 Name and address used by BVES to locate the existing electric Service Account and Premises used to Interconnect the Facility with BVES's Distribution System:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Service Account No., if known)

2.3 The Gross Power Rating of the Facility is \_\_\_\_\_ kW.

(a) This Gross Power Rating is based on: (check one)

\_\_\_\_\_ generator nameplate; or (insert for solar: inverter rating)

\_\_\_\_\_ prime mover nameplate; or (insert for solar: solar array rating)

2.4 The Net Power Rating of the Facility is \_\_\_\_\_ kW.

- 2.5 The maximum (instantaneous) level of power that may be exported through the Point of Common Coupling by the Facility to BVES's Distribution System is \_\_\_\_\_ kW. (Customer to supply estimate)
- 2.6 The annual energy production of the Facility, net of Station Use, measured by the NGOM is expected to be \_\_\_\_\_ kWh. (Customer to supply estimate)
- 2.7 The annual energy exported through the Point of Common Coupling from the Producer's Premises beyond Producer's use is expected to be \_\_\_\_\_ kWh. (Customer to supply estimate)
- 2.8 The date planned for Expected Initial Operation of the Facility is \_\_\_\_\_. (Customer to supply estimate) The Expected Initial Operation date shall be within twelve months of the last date entered in Section 17 of this Agreement or the applicant will have to reapply after that period.
- 2.9 Producer hereby represents and warrants that the Facility:

**Please check all that apply.**

- (a) \_\_\_\_\_ Does meet with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (b) \_\_\_\_\_ Does meet with the requirements of the California Renewable Portfolio Standard;
- (c) \_\_\_\_\_ Does meet with the requirements for "Cogeneration" as such term is used in Section 218.5 of the California Public Utilities Code and with the requirements for "Eligible Renewable Resources" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.

### 3. DOCUMENTS INCLUDED; DEFINED TERMS

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

- Appendix A - Description of Facility and Single-Line Diagram (Supplied by Producer)
- Appendix B - A copy of Special Facilities Agreement, if applicable (Supplied by BVES)
- Appendix C - Producer's warranty that the Facility meets with the requirements for "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable and the output meets with the requirements of the California Renewable Portfolio Standard.
- Appendix D - Forecast Requirements for Generating Facilities that have a Net Power Rating greater or equal to 500 kW
- Appendix E – Definitions
- Appendix F - TOU Periods and Energy Allocation Factors
- Appendix G - Summary of Dates, Term and Product Price for this Agreement
- Appendix H – Actual Initial Operation Date Confirmation Letter

### 4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective on the Effective Date. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) A termination date agreed to in writing by the Parties.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric Service Account through which Producer's Facility is interconnected to BVES's Distribution System is closed or terminated.

- (c) At 12:01 A.M. on the day following the completion of: **(check one)**  
\_\_\_ 10/ \_\_\_ 15/ \_\_\_ 20 Term Years from Expected Initial Operation per Section 2.8.

4.2 BVES may elect to terminate this Agreement at 12:01 A.M. on the 61st day after BVES provides written Notice pursuant to Section 10 of this Agreement to the Producer of BVES's intent to terminate this Agreement for one or more of the following reasons:

- (a) A change in applicable Tariffs as approved or directed by the Commission or a change in any local, state or federal law, statute or regulation, any of which materially alters or otherwise materially affects BVES's ability or obligation to perform BVES's duties under this Agreement;
- (b) Producer fails to remain a Public Water or Wastewater Agency;
- (c) Producer fails to take all corrective actions specified in any BVES Notice, within the time frame set forth in such Notice, that Producer's Facility is out of compliance with the terms of this Agreement;
- (d) Producer fails to Interconnect and Operate the Facility and deliver electricity to BVES, in accordance with the terms and conditions set forth in this Agreement, on or before eighteen (18) months after the Effective Date if the Parties are unable to reach agreement as to a reasonable amendment to this Agreement after cooperating to do so; or
- (e) BVES shall deem the Facility to be abandoned if BVES provides a Notice to Producer advising Producer of BVES's determination, in its reasonable discretion, that the Facility is nonoperational for any of the following reasons:
  - (1) Producer abandons the Facility;
  - (2) Output from the Facility ceases for 12 consecutive months

and Producer does not provide a substantive response to such Notice affirming Producer's intent and ability to continue to Operate the Facility within 15 days of such Notice.

4.3 Any agreements attached hereto and incorporated herein shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

## 5. RENEWABLE GENERATING FACILITY OPERATION

- 5.1 Producer is responsible for Operating the Facility in compliance with all of BVES Tariffs, including but not limited to Rule 21, and any other regulations and laws governing the Interconnection of the Facility.
- 5.2 Producer shall not deliver reactive power to BVES's Distribution System unless the Parties have otherwise agreed in writing.
- 5.3 The Facility shall be Operated with all of Producer's Protective Functions in service and in accordance with Prudent Electrical Practices whenever the Facility is Operated in parallel with BVES's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.4 For Facility having a Net Power Rating equal to or greater than 500 kW, the Parties shall comply with the forecasting provisions of Appendix D.
- 5.6 BVES shall have ingress and egress to examine the Site and Generating Facility for purposes connected with this Agreement.

## 6. BILLING AND PAYMENT

- 6.1 The amount of energy purchased under this Agreement shall be determined by electrical meters and equipment owned, Operated, and maintained by BVES.
- 6.2 The Product Price, as set forth in Section 3 of Appendix G, shall equal the Market Price Referent ("MPR") as determined by the Commission and applicable to BVES during the calendar year of the

Effective Date for the project on-line year that agrees most closely with the date of Actual Initial Operation and the Term as elected in Section 4.1(c).

- 6.3 Producer agrees to sell all electric energy produced by the Facility as specified herein in Section 6.4 below together with all Green Attributes, Capacity Attributes and Resource Adequacy Benefits (collectively, the "Attributes") associated with the energy to BVES.
- 6.4 BVES shall pay Producer for all Attributes and all electrical energy, net of Station Use, at the Product Price during the term (and not prior to the Actual Initial Operation date) measured by the Net Generation Output Meter ("NGOM") as defined in BVES's Rule 21 and located as shown on the Single-Line Diagram of Appendix A.
- 6.5 For the purpose of calculating monthly payments, the amount measured by the NGOM shall be time differentiated according to the time period and season of the receipt of Product by BVES from Producer ("TOU Periods") and the pricing shall be weighted by the Energy Allocation Factors set forth in Appendix F.
- As set forth in Appendix F, TOU Periods for both the winter and summer seasons shall include on-peak, mid-peak, off-peak periods.
- The monthly payment shall equal the sum of the monthly TOU Period payments for all TOU Periods in the month. Each monthly TOU Period payment shall be calculated pursuant to the following formula, where "n" is the TOU Period being calculated:
- TOU PERIOD PAYMENT = A x B x C
- Where:
- A = Product Price specified in Appendix G in \$/kWh.
  - B = Energy Allocation Factor, set forth in Appendix F, for the TOU Period being calculated.
  - C = The sum of energy recorded by the NGOM in all hours for the TOU Period being calculated in kWh.
- 6.6 BVES shall adjust the energy and demand amounts recorded by the BVES billing meter at the Point of Common Coupling, as defined in BVES's Rule 21, to reflect the net generation output amounts measured by the NGOM for purposes of billing the Producer in accordance with BVES's applicable Tariff rate schedule(s).
- 6.7 BVES shall determine the amount of energy received by BVES pursuant to this Agreement for each billing period and provide a statement to Producer within thirty (30) days after each meter reading date.
- 6.8 BVES shall not be obligated to issue a payment to Producer until the amount due for the energy received pursuant to this Agreement exceeds one thousand dollars (\$1,000), except that BVES shall pay all amounts due to Producer pursuant to this Agreement at least once per calendar year no later than 30 days after the end of the calendar year.
- 6.9 Unless otherwise agreed in writing by the Parties, any payment due for Product received under this Agreement shall be satisfied by BVES issuing a check to Producer. Alternatively, BVES reserves the right, but shall not be obligated to apply any amount owed to Producer toward any amounts due to BVES from Producer for any charges incurred under this Agreement or for past due bills for electric service or for BVES services.
- 6.10 In the event adjustments to BVES's payments are required as a result of inaccurate metering equipment, BVES shall determine the correct amount of energy received under this Agreement during the period of inaccuracy and recompute the amount due to or from Producer. Any refund due and payable to BVES or due by BVES to Producer resulting from inaccurate metering shall be made within thirty (30) calendar days of BVES's Notice to Producer by BVES of the amount due.
- 6.11 Monthly charges, if any, associated with Interconnection Facilities shall be billed and paid pursuant to the applicable Generating Facility Interconnection and Export Agreement in Appendix B and monthly charges, if any, associated with electric service provided by BVES shall be billed and paid pursuant to the applicable Tariffs filed by BVES with the Commission.

## 7. INTERCONNECTION FACILITIES

- 7.1 Producer and/or BVES, as appropriate, shall provide Interconnection Facilities that adequately protect BVES's Distribution System, personnel, and other persons from damage or injury, which may be caused by the Operation of Producer's Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, Operation, and maintenance of the Interconnection Facilities that Producer owns.
- 7.3 If the provisions of BVES's Rule 21, or any other Tariff approved by the Commission, require BVES to own and operate a portion of the Interconnection Facilities, Producer and BVES shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.

## 8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

## 9. INSURANCE

- 9.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Power Rating of Producer's Facility is greater than one hundred (100) kW;
  - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Power Rating of Producer's Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
  - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Power Rating of Producer's Facility is twenty (20) kW or less.
  - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Power Rating of Producer's Facility is ten (10) kW or less.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 9.2 The general liability insurance required in Section 9.1 shall, by endorsement to the policy or policies, (a) include BVES as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that BVES shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to BVES prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by BVES.
- 9.4 Producer agrees to furnish the required certificates and endorsements to BVES prior to Actual Initial Operation. BVES shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.5 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:

(a) Producer shall provide to BVES, at least thirty (30) calendar days prior to the date of Actual Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 9.1.

9.6 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, clearly labeled with agreement ID number and submitted to the following:

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

## 10. NOTICES

10.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to BVES:

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

If to Producer: Producer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
FAX: ( ) \_\_\_\_\_

10.2 A Party may change its address for Notices at any time by providing the other Party Written Notice of the change in accordance with Section 10.1.

10.3 Notices (other than forecasts and schedules) shall, unless otherwise specified herein, be in writing and may be delivered in person, United States mail or overnight courier service.

10.4 Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

10.5 Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent.

10.6 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by Notice provided in accordance herewith.

## 11. REVIEW OF RECORDS AND DATA

11.1 BVES shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, but not limited to, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Facility or its Interconnection with BVES's Distribution System.

11.2 Producer authorizes BVES to release to the CEC and/or the Commission information regarding the Facility, including but not limited to the Producer's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Actual Initial Operation Date and the Net Power Rating of the Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations..

## 12. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without BVES's prior written consent. Any assignment or delegation Producer makes without BVES's written consent shall not be valid. BVES shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

## 13. NON-WAIVER

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

## 14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF BVES's TARIFF RATE SCHEDULES, DEFINED TERMS

14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

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

14.3 The Interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariffs applicable to the electric service provided by BVES. Copies of such Tariffs are available at [www.aswater.com](http://www.aswater.com) or by request to BVES and are incorporated by reference into this Agreement.

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

14.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, Appendix E; or in BVES's Rule 1 or Rule 21, Section H; or BVES's Schedule RET. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail. If any term is defined in both Schedule RET and this Agreement, the definition in Schedule RET shall prevail.

## 15. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties.

## 16. REGISTRATIONS

Prior to the date of actual Initial Operation, Producer shall register the Generating Facility (i) in WREGIS and take all other actions necessary to ensure that the energy produced from the Generating Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time, and (ii) with the California Climate Action Registry as may be required by the PUC.

**17. TITLE AND RISK OF LOSS**

Title to and risk of loss relating to the energy produced from the Generating Facility shall transfer from Producer to SDG&E at the Point of Common Coupling. Producer warrants that it will deliver to SDG&E all Products from the Generating Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Point of Common Coupling.

**18. SURVIVAL**

The obligations under Section 8, 11.2, and 14 shall survive termination of this Agreement.

**19. ENTIRE AGREEMENT**

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

**20. SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective ("Effective Date") as of the last date set forth below.

PRODUCER'S NAME

BEAR VALLEY ELECTRIC SYSTEM

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Tracey Drabant

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

Title: Energy Resources Manager

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

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



**APPENDIX A**

**DESCRIPTION OF RENEWABLE AND NON-RENEWABLE GENERATING FACILITY  
AND SINGLE-LINE DIAGRAM  
(Provided by Producer)**

**APPENDIX B**  
(If Applicable)

**SPECIAL FACILITIES AGREEMENT**  
(Provided by BVES)

**APPENDIX C**  
(Generating Facilities in service after January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY  
IS AND WILL CONTINUE TO BE AN  
"ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq. OF THE  
CALIFORNIA PUBLIC UTILITIES CODE ("ERR Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility complies with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("ERR Requirements").

Producer warrants that, beginning on the date of Actual Initial Operation and continuing throughout the Term of this Agreement, its Renewable Generating Facility shall continue to comply with the ERR Requirements. If Producer becomes aware that the Renewable Generating Facility has ceased to comply with the ERR Requirements, Producer shall promptly provide BVES with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement BVES determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the ERR Requirements, or RPS Requirements, BVES may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the ERR Requirements and RPS Requirements, within 15 business days of BVES's Notice requesting such evidence. Additionally, BVES may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the ERR Requirements and RPS Requirements. If BVES determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the ERR Requirements or RPS Requirements, then the Eligible Renewable Resource Status (the "ERR Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to BVES's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Eligible Renewable Resource Generation Facility (the "ERR/RPS Status Change").

BVES shall revise its records and the administration of this Agreement to reflect the ERR Status Change and provide Notice to Producer of the ERR/RPS Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the ERR/RPS Status Change. This date shall be the first day of the calendar month for which BVES determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the ERR Requirements and RPS Requirements. BVES's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the ERR/RPS Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the ERR Requirements and therefore was eligible to sell power to BVES as a result of satisfying the ERR Requirements.

During the period when the ERR Status is deemed to be ineffective, BVES shall not pay Producer for Product. Notwithstanding the foregoing, to the extent a change in law occurs after execution of this Agreement that causes the warrantee contained in this appendix to be materially false or misleading, Producer shall not be in default of this Agreement if Producer has used commercially reasonable efforts to comply with such change in law.

Any amounts to be paid or refunded by Producer, as may be invoiced by BVES pursuant to the terms of this ERR Warranty, shall be paid to BVES within 30 days of Producer's receipt of such invoice.

## APPENDIX D

### Forecast Requirements for Generating Facilities that have a Net Power Rating greater or equal to 500 kW

#### 1. Introduction.

The Parties shall abide by the Forecast requirements and procedures described below and shall make reasonable changes to these requirements and procedures from time-to-time, as necessary to:

- (a) Comply with ISO Tariff changes or Commission orders; and
- (b) Accommodate changes to their respective generation technology and organizational structure.

(c)

#### 2. Procedures.

- (a) Weekly Forecasting Procedures.
  - (i) Producer's Forecasting Responsibilities.

Producer must meet all of the following requirements specified below:

- (1) Beginning the week prior to the planned Actual Initial Operation of the Renewable Generating Facility, each day Producer will electronically provide BVES with an Energy Forecast for the next seven days by no later than 5 PM of the day before the upcoming seven days.

The Energy Forecast submitted to BVES shall:

- a) Not include any anticipated or expected electric energy losses between the Net Generation Output Meter and the Point of Common Coupling;
  - b) Be constructed using file formats, templates, and naming conventions agreed to by the Parties.
  - c) Include Producer's contact information.
  - d) Be sent to BVES at a website to be provided or as otherwise instructed by BVES.
- (2) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) the revision in the Energy Forecast shall be communicated by Producer to BVES' Day-Ahead Group no later than 8:30 a.m. the day prior to the effective date of the revision.

Producer shall contact BVES' Scheduling Group at: (contact information to be provided by BVES).

- (3) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) or Item 2(a)(i)(2) the revision in the Energy Forecast shall be communicated by Producer to BVES' Real-Time Group no later than one half (½) hour prior to the ISO's Hour-Ahead scheduling deadline.

Producer shall contact BVES' Scheduling Group at: (contact information to be provided by BVES).

(b) 30-Day Forecasting Procedures.

Producer must meet all of the following requirements for Forecasting electric energy to be received by BVES from the Producer as specified below.

(i) In addition to the requirements set forth in Item 2(a) above, Producer shall electronically provide BVES with a rolling 30-day Energy Forecast, beginning at least thirty (30) days prior to commencement of the Term.

These files shall:

- (1) Be constructed using reasonable file formats, templates, and naming conventions agreed to by the Parties.
- (2) Include Producer's contact information.
- (3) Be sent to BVES' Scheduling Group at: as instructed by BVES.

(ii) Producer shall update the rolling 30-day hourly forecast weekly by 5:00 PM each Wednesday and send to BVES (contact information to be provided by BVES).

(iii) If Producer learns of any inaccuracies in its most recently submitted 30-day hourly Energy Forecast affecting the period between the date Producer learns of the inaccuracy and the date that the next updated 30-day hourly Energy Forecast is due, Producer shall promptly send an updated Energy Forecast to BVES' Scheduling Group (contact information to be provided).

3. Outage Scheduling Procedures.

Producer shall be responsible for all costs associated with all requirements and timelines for generation outage Scheduling contained in the Producer's otherwise applicable retail Tariff.

## **APPENDIX E**

### **Definitions**

The following terms shall have the following meaning for purposes of this Agreement.

1. "Actual Initial Operation" is the date established when Appendix H is completed, as opposed to the Expected Initial Operation date in Section 2.8. This is the actual date on which the Generating Facility begins Operating, is in compliance with the applicable interconnection and system protection requirements, has met all of the requirements contained herein (i.e., scheduling, insurance, warranties) is able to produce and deliver energy to BVES pursuant to the terms of this Agreement.
2. "Agreement" has the meaning set forth in the Preamble.
2. "Attributes" has the meaning set forth in Section 6.3.
3. "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.
4. "Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Facility or any unit of generating capacity of the Facility during the Term.
5. "CEC" means the California Energy Commission.
6. "Commission" means the California Public Utilities Commission.
7. "CPUC" means the California Public Utilities Commission.
8. "Effective Date" has the meaning set forth in Section 17.
9. "Energy Forecast" has the meaning set forth in Appendix D.
10. "ERR/RPS" means a Facility that qualifies as an eligible renewable electric energy resource for purposes of the RPS Legislation.
11. "ERR/RPS Requirements", "ERR/RPS Status", "ERR/RPS Status Change" and "ERR/RPS Warranty" have the meanings set forth in Appendix C.
21. "Expected Initial Operation" means the date selected by Producer in accordance with Section 2.8.
12. "Facility" see "Renewable Generating Facility"
13. "FERC" means the Federal Energy Regulatory Commission.
14. "Forecast", "Forecast Requirements" and "Forecast Procedures" have the meanings set forth in Appendix D.
15. "Generating Facility" means Producer's Renewable and Non-renewable Generating Facilities, as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, excluding the Site, land rights and interests in land.
16. "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility unit(s) and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits and include the following as well:

- a) Any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogenoxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants;
- b) Any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;
- c) The reporting rights to these avoided emissions, including, without limitation, such as Green Tag Reporting Rights;
- d) Renewable Energy Credits, and
- e) Other tradable rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on kWh basis and one Green Tag represents the Green Attributes associated with 1,000 kWh of energy.

Green Attributes do not include:

- f) Any electric energy, capacity, reliability or other power attributes from the Facility unit(s);
- g) Production Tax Credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation;
- h) Fuel-related subsidies or "tipping fees" that may be paid to Producer to accept certain fuels, or local subsidies received by Producer for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or
- i) Emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits.

If the Facility is a biomass or landfill gas facility and Producer receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributable to its fuel usage, it shall provide BVES with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Facility.

- 17. "Gross Power Rating" means the value, in kW, set forth in Section 2.3.
- 18. "Governmental Authority" means:
  - a. Any federal, state, local, municipal or other government;
  - b. Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
  - c. Any court or governmental tribunal.
- 19. "Interconnect", "Interconnection" have the meanings set forth in BVES's Rule 21.
- 20. "Interconnection Facilities Financing and Ownership Agreement" means that certain agreement between Producer and BVES, dated as of \_\_\_\_\_, and attached hereto as Appendix B.
- 22. "ISO" means the California Independent System Operator Corporation or successor entity that dispatches certain generating units and loads and controls the transmission facilities of entities that:
  - a. Own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities; and
  - b. Have transferred to the ISO or its successor entity operational control of such facilities or entitlements.
- 23. "ISO Tariff" means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

24. "kW" means a kilowatt ( 1,000 watts) of electric power.
25. "kWh" means a kilowatt-hour (1,000 watt-hours) of electric energy.
26. "Market Price Referent" or "MPR" means the market price referent applicable to this Agreement as determined by the CPUC in D.07-07-027 for use by BVES.
27. "Net Generation Output Meter" or "NGOM" has the meaning set forth in BVES's Rule 21.
28. "Net Power Rating" is the value Gross Power Rating minus Station Use, in kW. The Net Power Rating shall not exceed 1,000 kW per California Public Utilities Code Section 399.20(h).
29. "Non-renewable Generating Facility" means Producer's electric generating facility that exists on the Premises identified in Appendix A, but does not comply with the requirements set forth in Appendix C.
30. "Notice" has the meaning set forth in Section 10.1.
31. "Operate," "Operated," "Operating" or "Operation" means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Facility in accordance with Prudent Electrical Practices.
32. "Party" or "Parties" have the meaning set forth in the Recitals.
33. "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the ISO, in order to develop, construct, operate, maintain, improve, refurbish and retire the Facility or to Schedule and deliver the electric energy produced by the Facility to BVES, including the Authority to Construct permit. Permits includes the documentation required by California Public Utilities Codes Section 2812(d)1 for Producers subject to Section 2802 for hydroelectric Renewable Generating Facilities.
34. "Point of Common Coupling" has the meaning set forth in BVES's Rule 21.
35. "Producer" has the meaning set forth in the Recitals.
36. "Product" means:
  - a. All electric power and energy produced by the Facility, net of Station Use of the Facility; and
  - b. All associated Environmental Attributes, Capacity Attributes, Renewable Energy Credits and Resource Adequacy Benefits.
37. "Product Price" for this Agreement has the meaning set forth in Section 6.2.
38. "Protective Functions" has the meaning set forth in BVES's Rule 21.
39. "Premises" means all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.
40. "Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the ISO and applicable laws. Prudent Electrical Practices shall also include taking reasonable steps to ensure that:



- a. Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Facility's needs;
- b. Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Facility and emergencies whether caused by events on or off the Site;
- c. Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
- d. Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
- e. Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or BVES's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and
- f. Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

41. "Public Water or Wastewater Agency" means an Eligible Public Water Agency or Eligible Wastewater Agency as set forth in BVES Tariff Schedule RET.

42. "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(g), as may be amended from time to time or is further defined or supplemented by law.

43. "Renewable Generating Facility" means all of Producer's electric generating facilities as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, (excluding the Site, land rights and interests in land) located at the Premises identified in Appendix A and complying with the requirements of Appendix C for the entire Term of this Agreement.

44. "Resource Adequacy Benefits" means the rights and privileges attached to the Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

45. "Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Term of this Agreement.

46. "RPS Legislation" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, et seq.

47. "Rule" means Tariff sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as part of the rate schedules.

48. "BVES" has the meaning set forth in the Recitals.

49. "Schedule," "Scheduled" or "Scheduling" means the action of Producer and BVES, or their designated representatives of notifying, requesting, and confirming to each other the Forecast of electric energy from the Facility being received by BVES at the Net Generation Output Meter.

50. "Schedule RET" refers to one or more Tariff sheets setting forth the charges and conditions for a customer taking service from BVES under this Tariff who meets the definition of an Eligible Public Water

Agency or an Eligible Wastewater Agency who owns and operates a Facility, as defined in Schedule RET. This Tariff is subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

51. "Special Facilities Agreement" means that certain agreement between Producer and BVES specifying payment to BVES as compensation for BVES' contribution of capital and operating expenses to interconnection facilities.

52. "Station Use" means the electric energy produced by the Facility or Non-renewable Facility that is either:  
a. Used within the generating facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation; or  
b. Consumed within the generating facility's electric energy distribution system as losses.

53. "Tariff(s)" mean(s) the entire body of effective rates, rentals, charges, and rules collectively of BVES, as set forth herein, and including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, Rules, and sample forms.

55. "Term" has the meaning used in Section 4.

56. "Term Year" means a twelve (12) month period beginning on the first day of the calendar month following Actual Initial Operation and each successive twelve (12) month period thereafter.

57. "TOU Periods" means the time of use periods for determination of payments as set forth in Appendix F.

58. "RET" refers to the Renewable Energy Tariff that will implement Assembly Bill 1969 for eligible renewable generation owned by qualifying Water and Wastewater Agencies.

59. "WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Southwestern Canada, and Northwestern Mexico.

**APPENDIX F**

**TOU Periods and Energy Allocation Factors**

Time of Use Periods ("TOU Periods")

<b>TOU PERIOD</b>	<b>ON-PEAK</b>	<b>MID-PEAK</b>	<b>OFF-PEAK</b>
<b>Summer Period Definition</b>	4:00 p.m. to 10:00 p.m.	7:00 a.m. to 4:00 p.m.	All other hours
<b>Summer Allocation Factors</b>	1.047	0.660	0.512
<b>Winter Period Definition</b>	5:00 p.m. to 10:00 p.m.	6:00 a.m. to 5:00 p.m. & 10:00 p.m. to Midnight	All other hours
<b>Winter Allocation Factors</b>	2.313	0.998	0.512

**APPENDIX G**

**Summary of Dates, Term and Product Price for this Agreement**

1. The Facility's Expected Initial Operation date is \_\_\_\_\_. (See Section 2.8)
2. Term of Agreement 10 \_\_ years, or 15 \_\_ years or 20 \_\_ years. (See Section 4.1)
3. The estimated Product Price for this Agreement is \$ \_\_\_\_\_ per kWh based on information provided by Producer in Section 2 of this Agreement, the TOD factors from Appendix F and the MPR table below.
4. On December 17, 2009, the Commission approves Resolution E-4298 that formally adopts the 2009 Market Price Referent (MPR) values for use in the 2009 Renewables Portfolio Standard (RPS) solicitations. Resolution E-4298 also adopts MPR values to serve as the price reasonableness benchmark for RPS contracts with delivery terms of at least four years but less than 10 years. The adopted MPR values will also be used in tariffs for the purchase of RPS-eligible energy from facilities that meet certain conditions.

<b>Adopted 2009 Market Price Referents - Long-Term Contracts</b> (Nominal - dollars/kWh)				
<b>Contract Start Date</b>	<b>10-Year</b>	<b>15-Year</b>	<b>20-Year</b>	<b>25-Year</b>
2010	0.08448	0.09066	0.09674	0.10020
2011	0.08843	0.09465	0.10098	0.10442
2012	0.09208	0.09852	0.10507	0.10852
2013	0.09543	0.10223	0.10898	0.11245
2014	0.09872	0.10593	0.11286	0.11636
2015	0.10168	0.10944	0.11647	0.12002
2016	0.10488	0.11313	0.12020	0.12378
2017	0.10834	0.11695	0.12404	0.12766
2018	0.11204	0.12090	0.12800	0.13165
2019	0.11598	0.12499	0.13209	0.13575
2020	0.12018	0.12922	0.13630	0.13994
2021	0.12465	0.13359	0.14064	0.14424

<b>Adopted 2009 Market Price Referents - Short-Term Contracts</b> (Nominal - dollars/kWh)					
<b>Contract Start Date</b>	<b>5-Year</b>	<b>6-Year</b>	<b>7-Year</b>	<b>8-Year</b>	<b>9-Year</b>
2010	0.07713	0.07881	0.08034	0.08178	0.08316
2011	0.08160	0.08307	0.08448	0.08583	0.08715
2012	0.08547	0.08684	0.08818	0.08950	0.09080
2013	0.08869	0.09007	0.09142	0.09276	0.09408
2014	0.09167	0.09309	0.09448	0.09586	0.09728
2015	0.09440	0.09586	0.09730	0.09878	0.10029
2016	0.09722	0.09872	0.10027	0.10186	0.10331
2017	0.10013	0.10177	0.10344	0.10495	0.10660
2018	0.10327	0.10503	0.10659	0.10834	0.11018
2019	0.10662	0.10824	0.11008	0.11203	0.11401
2020	0.10992	0.11187	0.11394	0.11604	0.11813
2021	0.11370	0.11591	0.11814	0.12035	0.12252

**APPENDIX H**

**ACTUAL INITIAL OPERATION DATE CONFIRMATION LETTER**

In accordance with the terms of that certain Renewable Power Purchase and Interconnection Agreement dated \_\_\_\_\_ (“Agreement”) by and between Bear Valley Electric Service (“BVES”) and \_\_\_\_\_ (“Producer”), this letter serves to document the parties further agreement that (i) the conditions for the occurrence of the Actual Initial Operation have been satisfied, (ii) the insurance requirements have been fulfilled, (iii) the warranty and registration requirements in the Agreement have been met, and (iv) Producer has delivered and BVES has received the energy, as specified in the Agreement, as of this \_\_\_ day of \_\_\_, \_\_\_\_.

This letter shall confirm the Actual Initial Operation date, as defined in the Agreement as of the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by it authorized representative as of the date of the last signature provided below.

**PRODUCER’S NAME**

**BEAR VALLEY ELECTRIC SYSTEM**

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name Tracey Drabant  
Title: Energy Resources Manager  
Date: \_\_\_\_\_

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ISSUED BY

Date Filed December 22, 2009

Advice Letter No. 236-E

**R. J. SPROWLS**

Effective Date December 17, 2009

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

President

Resolution No.E-4298

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# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No. Golden State Water Company (DBA Bear Valley Electric Service)/ 913-E

Utility type:

ELC     GAS  
 PLC     HEAT     WATER

Contact Person: Nguyen Quan

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E-mail: nquan@gswater.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 236-E

Subject of AL: Tariff and Contract for Purchase of Eligible Renewable Generation from Public Water Agencies, pursuant to Resolution E-4298.

Keywords (choose from CPUC listing): Compliance

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution E-4298

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL 219-E and 219-EA

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>: See AL 236-E

Resolution Required?  Yes  No

Tier Designation  1  2  3

Requested effective date: December 17, 2009

No. of tariff sheets: 1

Estimated system annual revenue effect: (%): None

Estimated system average rate effect (%): None

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: None

Service affected and changes proposed<sup>1</sup>: None

Pending advice letters that revise the same tariff sheets: None

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

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

[inj@cpuc.ca.gov](mailto:inj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto:mas@cpuc.ca.gov)

Golden State Water Company

Attn: Nguyen Quan Reg. Affairs

630 E. Foothill Blvd.,

San Dimas, CA 91773

[nquan@gswater.com](mailto:nquan@gswater.com)

<sup>1</sup> Discuss in AL if more space is needed.