

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. California Pacific Electric Company, LLC/U 933- E

Utility type:

☒ ELC

☐ GAS

☐ PLC

☐ HEAT

☐ WATER

Contact Person: Rick Madrid

Phone #: 530- 546- 1720

E- mail: rick.madrid@liberty- energy.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 5- E

Subject of AL: New CalPeco Sample Forms No. 11- 02- 00 and No. 11- 0300 re Net Metering program

Keywords (choose from CPUC listing): _____

AL filing type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One- Time ☐ Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL?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

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Resolution Required? ☒ Yes ☐ No

Tier Designation: ☐ 1 ☒ 2 ☐ 3

Requested effective date: May 12, 2011

No. of tariff sheets: 0

Estimated system annual revenue effect (%): _____

Estimated system average rate effect (%): _____

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:

Service affected and changes proposed: Add two new sample forms, 11- 0200 and 11- 0300 re net metering program, see Attachment 1.

Pending advice letters that revise the same tariff sheets: N/A

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

jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Utility Info (including e- mail)

California Pacific Electric Company, LLC

Attention: Advice Letter Protests

933 Eloise Avenue

South Lake Tahoe, CA 96150

Email: Rick.Madrid@liberty- energy.com



California Pacific Electric Company, LLC
933 Eloise Avenue
South Lake Tahoe, CA 96150
Tel: 800-782-2506
Fax: 905-465-4514

VIA EMAIL AND HAND-DELIVERY

April 12, 2011

**Advice Letter 5-E
(U 933-E)**

Public Utilities Commission of the State of California
Attn: Energy Division, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102-3298

Subject: New CalPeco Sample Forms No. 11-0200 and No. 11-0300

California Pacific Electric Company, LLC (U 933-E) ("CalPeco")¹ hereby submits for filing revisions to its electric tariffs to add two new sample forms regarding the net metering program. The affected tariff sheets are enclosed as Attachment 1.

Background

On October 28, 2010, the Commission issued D.10-10-017, which approved Sierra's transfer to CalPeco of the California electric distribution facilities and the Kings Beach Generating Station that Sierra had previously owned and operated. The transfer from Sierra to CalPeco was completed effective January 1, 2011. As of that date, CalPeco began operations as the utility with responsibility for serving the electric customers within Sierra's former California service territory.

As part of the transition, CalPeco will periodically update a number of Sierra's sample forms to conform with CalPeco's operations. CalPeco Sample Forms No. 11-0200 and No. 11-0300 are among the first of those updated forms.

New Forms

Form No. 11-0200 is CalPeco's form Net Metering Application for the connection of renewable energy systems located on a customer's premises that will be connected to CalPeco's electric system through the customer's electrical service panel and meter. The renewable energy system must be 1,000 kilowatts or less in generating capacity, for the customer to use this form.

Form No. 11-0300 is CalPeco's form Interconnection and Net Energy Metering Agreement for residential customers or small commercial customers of a solar, wind or hybrid of both, generating facility having a capacity of less than 30 kilowatts.

CalPeco anticipates that it may create sample forms for other classes of customers in the future.

¹ CalPeco also does business in California as "Liberty Energy - California Pacific Electric Company."

This filing will not affect any other rates or charges, cause the withdrawal of service, or conflict with any other rate schedule or rule.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or by email, any of which must be received no later than **May 2, 2011**, which is 20 days after the date of this filing. The protest shall set forth the grounds upon which it is based and shall be submitted expeditiously. There is no restriction on who may file a protest. Protests should be mailed to:

CPUC Energy Division
Attention: Tariff Unit, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102
Facsimile: (415) 703-2200
Email: mas@cpuc.ca.gov and jnj@cpuc.ca.gov

The protest also should be sent via email and U.S. Mail (and by facsimile, if possible) to CalPeco at the addresses show below on the same date it is mailed or delivered to the Commission.

California Pacific Electric Company, LLC
Attn.: Advice Letter Protests
933 Eloise Avenue
South Lake Tahoe, CA 96150
Fax: 905-465-4514
Email: bob.dodds@liberty-energy.com

With a copy to:
Steven F. Greenwald
Vidhya Prabhakaran
Davis Wright Tremaine LLP
505 Montgomery Street, Suite 800
San Francisco, CA 94111
Fax: 415-276-6599
Email: stevegreenwald@dwt.com

Effective Date

CalPeco requests that this Tier 2 advice filing become effective on regular notice, May 12, 2011, which is 30 calendar days after the date of filing.

Notice

In accordance with General Order 96-B, Section 4.3, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list.

April 12, 2011

If additional information is required, please contact Rick Madrid (rick.madrid@liberty-energy.com).

Sincerely,



Bob Dodds
President,
California Pacific Electric Company, LLC

Attachments

cc: CalPeco Advice Letter Service List

CalPeco**Advice Letter Filing Service List
General Order 96-B, Section 4.3**A.08-08-004 Service List

chilen@sppc.com
ljt@cpuc.ca.gov
jeffreygray@dwt.com
gbinge@ktminc.com
emello@sppc.com
epoole@adplaw.com
joshdavidson@dwt.com
cem@newsdata.com
rmccann@umich.edu
sheila@wma.org
abb@eslawfirm.com
cbk@eslawfirm.com
bhodgeusa@yahoo.com
dlf@cpuc.ca.gov
mmg@cpuc.ca.gov
md2@cpuc.ca.gov
tlg@cpuc.ca.gov

A.09-10-028 and A.10-04-032 Service List

chilen@nvenergy.com
kjl@cpuc.ca.gov
stevegreenwald@dwt.com
phanschen@mofo.com
liddell@energyattorney.com
tciardella@nvenergy.com
judypau@dwt.com
jheckler@levincap.com

vidhyaprabhakaran@dwt.com
dwtcpucdockets@dwt.com
cem@newsdata.com
dietrichlaw2@earthlink.net
abb@eslawfirm.com
glw@eslawfirm.com
clerk-recorder@sierracounty.ws
brianmorris@countyofplumas.com
plumascoco@gmail.com
marshall@psln.com
stephenhollabaugh@tdpud.org
gross@portersimon.com
Stephen.Aftanas@Emera.com
Ian.Robertson@algonquinpower.com
dao@cpuc.ca.gov

Mark Pocta
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
rmp@cpuc.ca.gov

Joe Como
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
joc@cpuc.ca.gov

Tamera Godfrey
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
tlg@cpuc.ca.gov

Dao Phan
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
dao@cpuc.ca.gov

Office of the General Counsel
Sierra Pacific Power Company
c/o NV Energy
6226 West Sahara Avenue
Las Vegas, NV 89146

Pacific Gas & Electric Company
77 Beale Street
San Francisco, CA 94106
PGETariffs@pge.com

Manager of Regulatory Affairs
San Diego Gas & Electric Company
P.O. Box 1831 - Room 10-A
San Diego, CA 92112

Director of Regulatory Affairs
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510

April 12, 2011

dlf@cpuc.ca.gov
jrw@cpuc.ca.gov
xjv@cpuc.ca.gov
mmg@cpuc.ca.gov

Plumas Sierra Rural Electric
73233 State Route 70
Portola, CA 96122-7069

Southern California Edison Company
P.O. Box 800
Rosemead, CA 91770

Truckee-Donner Public Utility District
P.O. Box 308
Truckee, CA 95734

Executive Director
California Energy Commission
1516 Ninth Street, MS-39
Sacramento, CA 95814

Honesto Gatchalian
California Public Utilities Commission
Energy Division, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102-3298

Maria Salinas
California Public Utilities Commission
Energy Division, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102-3298

California Public Utilities Commission
Room 4005
505 Van Ness Avenue
San Francisco, CA 94102-3298

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(N)

(N)

Advice Letter No. 5-E
Decision No. _____

Issued by
Bob Dodds
Name
President and CEO
Title

Date Filed April 12, 2011

(T)

Effective May 12, 2011

(T)

Resolution No. _____



California Pacific Electric Company

Net Metering Application

This application applies for the connection of renewable energy systems located on a customer's premises that will be connected to CalPeco's (California Pacific Electric Company) electric system through the customer's electrical service panel and meter. The renewable energy system must be 1,000 kilowatts or less in generating capacity.

Date: _____

Facility Information:

- Contact person: _____
- Company Name _____
- Address: _____ City: _____ Zip: _____
- Phone Number: _____
- Email Address: _____
- Account Number from bill: _____

Applicant Information:

- Contact person: _____
- Company Name _____
- Address: _____ City: _____ Zip: _____
- Phone Number: _____
- Email Address: _____

Contractor/Installer Information:

- Contact person: _____
- Company Name _____
- Address: _____ City: _____ Zip: _____
- Phone Number: _____
- Email Address: _____

____ Yes ____ No This contractor contact person is to be used as Calpeco's contact and is authorized by Customer to receive confidential Customer information and act on behalf of Customer with respect to this agreement as the contact.

1 of 3
Net Metering Application

Form No. 11-0200

Advice Letter No. 5-E

Issued by
Bob Dodds
Name

Date Filed April 12, 2011

(T)

Decision No. _____

President and CEO
Title

Effective May 12, 2011

(T)

Resolution No. _____

↑
(N)
↓

Description of Service

_____ This is a new generating facility at a location currently served by CalPeco

_____ This is a change to a generating at a location currently served by CalPeco

_____ This is a new generating facility at a new service location
(A new service application will also be required)

_____ This is a new generating facility in a new subdivision
(Developer _____)

Description of Generating Facility

Inverters

No. ****	Inverter Manufacturer	Inverter Model Number	Inverter Rating (kW)	Quantity of Inverters	Inverter output voltage	Single or Three phase

Photovoltaic

No.	PV Panel Manufacturer	PV Panel Model	PV Panel Rating (kW)	Quantity of PV Panel	Total Capacity (kW)	Inverter Number from above ****

Wind

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Rating (kW)	Quantity of Wind Turbines	Total Capacity (kW)	Inverter Number from above ****

Other
Type _____

No.	Manufacturer	Model	Rating (kW)	Quantity	Total Capacity (kW)	Inverter Number from above ****

Disconnect Switch

Disconnect Switch manufacturer	Disconnect Switch Manufacturer	Disconnect Switch Rating (amps)

Are there possible meter access issues

___ Dog at residence

___ Locked gate

___ Meter located inside facility/residence

Other (Please explain) _____

Customer Name (Pease print): _____

Customer Signature: _____ **Date** _____

Title: _____

Send completed application to:

Liberty Energy
California Pacific Electric Co.
Net Metering Administrator
933 Eloise Ave
South Lake Tahoe, CA 96150

3 of 3
Net Metering Application

Form No. 11-0200

Advice Letter No. 5-E

Issued by
Bob Dodds
Name

Date Filed April 12, 2011

(T)

Decision No. _____

President and CEO
Title

Effective May 12, 2011

(T)

Resolution No. _____



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

DECLARATIONS

This "Interconnection and Net Energy Metering Agreement for Residential Customers or Small Commercial Customers Interconnecting a Solar, Wind or Hybrid of Both Generating Facility having a capacity of less than 30 kW ("Agreement"), is entered into by and between the Customer-Generator ("CG") and Liberty Energy -- California Pacific Electric Company, LLC ("CalPeco"), sometimes referred to herein jointly as "Parties" or individually as "Party," consistent with, and in order to effectuate, the provisions of Sections 2827 and 2827.7 of the California Public Utilities Code and Tariff Schedule "Net Energy Metering" ("NEM"). This Agreement applies to the CG's "Solar, Wind or Hybrid of Both Generating Facility" ("Facility") identified below with the specified characteristics, and does not allow interconnection or operation of facilities different than those described. Accordingly, the Parties agree as follows:

1. APPLICABILITY

This Agreement is applicable only to CGs who qualify as Residential Customers or Small Commercial Customers installing a Facility of less than 30 kW capacity that is located on the CG's premises and is intended to be used primarily to offset the CG's electric use at the premises.

2. IDENTITY AND LOCATION OF GC's FACILITY

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

Customer Meter Number: _____ (Assigned by CalPeco)

Customer Account Number: _____ (Assigned by CalPeco)

Facility Location: _____

Address: _____

City/State/Zip: _____

Form No. 11-0300

Advice Letter No. 5-E

Issued by
Bob Dodds
Name

Date Filed April 12, 2011

(T)

Decision No. _____

President and CEO
Title

Effective May 12, 2011

(T)

Resolution No. _____

3. DESCRIPTION OF CG's EQUIPMENT

A. Effective Operating Capacity: See tables

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

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

*(G) is computed as the lesser of (B) times (F) or (E) times (F)

B. Type of Visible and Lockable AC Disconnect Equipment:

To operate safely the CG's Facility must have the capability of being disconnected from CalPeco's distribution system by a dedicated switch located near but not within the customer's electrical panel, which must be accessible by CalPeco.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

C. Expected Date the Facility Will Commence Operation:

The Facility is expected to operate in parallel with CalPeco's electric system on _____ which shall be not be more than eighteen months from the date of this Agreement. However, CG shall not commence parallel operation with CalPeco until written approval has been provided by CalPeco. (CG Initials _____).

4. METERING AND BILLING

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

Form No. 11-0300

Advice Letter No. 5-E

Issued by
Bob Dodds
Name

Date Filed April 12, 2011

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Effective May 12, 2011

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(T)

(T)

the total charges. The CG will then be billed for any balance due. If the CG elected to pay energy charges each billing period and as a result has overpaid for the energy they consumed on an annual basis, a one-time credit will be applied to the next month's bill following the annual reconciliation.

5. DECLARATIONS, ATTACHMENTS AND AGREEMENT TO TERMS

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

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

1. Attachment A, PROVISIONS

2. In addition, CalPeco Electric Tariff Rules and Rates as amended from time to time, on file with the California Public Utilities Commission of the State of California ("CPUC"), including but not limited to Rules 1, 2, and 21, Schedule NEM, and CG's otherwise-applicable tariff rate schedule.

6. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

CUSTOMER-GENERATOR

CALPECO

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Form No. 11-0300

Advice Letter No. 5-E

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Bob Dodds

Date Filed April 12, 2011

(T)

Decision No. _____

Name
President and CEO
Title

Effective May 12, 2011

(T)

Resolution No. _____

CUSTOMER GENERATOR INTERCONNECTION

CUSTOMER GENERATOR NAME _____

ATTACHMENT "A"

PROVISIONS OF INTERCONNECTION AGREEMENT

(Agreement between CalPeco and Customer-Generator)



(N)

Form No. 11-0300

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Issued by
Bob Dodds

Date Filed April 12, 2011

(T)

Decision No. _____

Name
President and CEO
Title

Effective May 12, 2011

(T)

Resolution No. _____

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this Agreement is to allow CG to interconnect with CalPeco's distribution system, subject to the provisions of this Agreement and CalPeco's tariff Schedule NEM. CG has elected to interconnect and operate its Facility in parallel with CalPeco's electric grid. The Facility is intended primarily to offset part or all of the CG's own electrical requirements. CG shall at all times comply with this Agreement as well as with all applicable codes, standards, laws and tariffs, and applicable requirements of the CPUC, and as amended from time to time.

2. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

2.1 CalPeco may require CG to interrupt or reduce the output of its Facility under the following circumstances:

(a) Whenever CalPeco deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or

(b) Whenever CalPeco determines in its sole judgment, that curtailment, interruption, or reduction of CG's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

2.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time CalPeco determines the continued parallel operation of the Facility may endanger the public or CalPeco personnel, or affect the integrity of CalPeco's electric system or the quality of electric service provided to other Customers, CalPeco shall have the right to require the Facility to be immediately disconnected from CalPeco's electric system. The Facility shall remain disconnected until such time as CalPeco is satisfied, in its sole judgment that the condition(s) causing such disconnection have ended or have been corrected.

2.3 Whenever feasible, CalPeco shall give CG reasonable notice of the possibility that interruption or reduction of deliveries may be required.

2.4 Electrical energy and capacity provided to CG during periods of curtailment or interruption of the output of the Facility shall be provided pursuant to the terms of the otherwise applicable tariff rate schedule(s) applicable to the electric service account to which the Facility is connected.

3. INTERCONNECTION

3.1 CG shall deliver the energy in excess of its on-site requirements to CalPeco at the utility's meter.

3.2 The metering requirements are detailed in CalPeco's Schedule NEM and, if applicable, Rule 21.

3.3 CG shall not commence parallel operation of the Facility until receipt of the following by CalPeco and written approval has been provided by CalPeco:

Form No. 11-0300

Advice Letter No. 5-E

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Bob Dodds
Name

Date Filed April 12, 2011

(T)

Decision No. _____

President and CEO
Title

Effective May 12, 2011

(T)

Resolution No. _____

- (a) A completed and signed Net Metering Application; and
- (b) A completed and signed Interconnection And Net Energy Metering Agreement; and
- (c) A copy of the CG's final inspection clearance from the governmental authority having jurisdiction over the Facility.

With these three documents fully complete, CalPeco's field inspection and approval shall not be unreasonably withheld. Such approval shall normally be provided no later than (5) business days following CalPeco's inspection.

3.4 CalPeco shall have the right to have its representatives present at the final inspection made by the governmental authority jurisdiction to inspect and approve the installation of the Facility. CG shall notify CalPeco in accordance with the terms of Section 11, herein at least five (5) days prior to such inspection.

3.5 CG authorizes CalPeco to release to the California Energy Commission ("CEC") and the CPUC information regarding CG's Facility, including customer name, location, size, and operational characteristics, as requested from time to time pursuant to the CPUC's and the CEC's rules and regulations.

4. FACILITY DESIGN REQUIREMENTS

4.1 CG shall be responsible for the design, installation, and operation of the Facility.

4.2 The Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the CPUC regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741.

4.3 CG shall not add generation capacity in excess of the effective AC output rating set forth in the Section 3 of the Declaration to this Agreement, or otherwise modify the Facility without the prior written permission of CalPeco.

5. MAINTENANCE AND PERMITS

5.1 CG shall:

- (a) Maintain the Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 4, and
- (b) Obtain any governmental authorizations and permits required for the construction and operation of the Facility. CG shall reimburse CalPeco for any and all losses, damages, claims, penalties, or liability it incurs as a result of CG's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of CG's Facility.

5.2 CalPeco shall have the right to review and obtain copies of CG's operations and maintenance records, logs, or other information, pertaining to CG's Facility or its interconnection with CalPeco's distribution system.

Form No. 11-0300

Advice Letter No. 5-E

Issued by
Bob Dodds

Date Filed April 12, 2011

(T)

Decision No.

Name
President and CEO
Title

Effective May 12, 2011

(T)

Resolution No.

6. ACCESS TO PREMISES

CalPeco may enter CG's premises for the following purposes:

(a) After giving reasonable notice to CG, to inspect CG's protective devices and read or test meter(s); and,

(b) Without notice to disconnect the Facility and/or service to CG, whenever in CalPeco's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, CalPeco's facilities, or property of others from damage or interference caused by the Facility, or the absence or failure of properly operating protective devices.

7. INDEMNITY AND LIABILITY

7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with:

(a) The engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or

(b) The making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

Form No. 11-0300

Advice Letter No. 5-E

Issued by

Bob Dodds

Name

Date Filed April 12, 2011

Decision No.

President and CEO

Title

Effective May 12, 2011

Resolution No.

(T)

(T)

7.6 If CG fails to comply with the insurance provisions of this Agreement, CG shall, at its own cost, defend, save harmless and indemnify CalPeco, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had CG complied with the insurance provisions of Section 8. The inclusion of this Section 7.6 is not intended to create any expressed or implied right in CG to elect not to provide any such required insurance.

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

8. INSURANCE

8.1 To the extent that CG has currently in force Property insurance and CG Liability or Personal Liability insurance, CG agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. CalPeco shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing parallel operation.

8.2 CG shall meet the standards and rules set forth in Sections 4 and 5, have the appropriate liability insurance required in Section 8.1 and shall not be required to purchase any additional liability insurance.

8.3 Such insurance required in Section 8.1 shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to the utility prior to cancellation, termination, alteration, or material change of such insurance.

8.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

CalPeco
Attn: Net Metering Administrator
933 Eloise Ave.
South Lake Tahoe, CA 96150

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

9.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

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

Form No. 11-0300

Advice Letter No. 5-E

Issued by
Bob Dodds

Date Filed April 12, 2011

(T)

Decision No.

Name
President and CEO
Title

Effective May 12, 2011

(T)

Resolution No.

9.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and rules applicable to the electric service provided by CalPeco.

9.4 Notwithstanding any other provisions of this Agreement, CalPeco shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT

10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.

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

10.3 This Agreement shall supersede any existing agreement under which CG is currently operating the Facility identified in Section 2 of the Declaration, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

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

10.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

11. NOTICES

11.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

IF TO CalPeco:

Liberty Energy – California Pacific Electric Company, LLC

Attention: Net Metering Administrator

Address: 933 Eloise Ave.

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Effective May 12, 2011

(T)

Resolution No.

City: South Lake Tahoe, CA 96150

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

Attention: _____

Address: _____

City: _____

Phone: _____ FAX: _____

12. TERM AND TERMINATION OF AGREEMENT

12.1 This Agreement shall become effective as of the later of the two dates identified by signature of CG and CalPeco, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days prior written notice in accordance with Section 11, herein.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to CG by CalPeco; or (b) changes to CG's electric load which cause CG to no longer satisfy all requirements of the definition of an Eligible CG set forth in Section 2827 (b)(2) of the California Public Utilities Code.

(N)

Form No. 11-0300

Advice Letter No. 5-E

Issued by
Bob Dodds

Date Filed April 12, 2011

(T)

Decision No. _____

Name
President and CEO
Title

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(T)

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