



Mailing Address:
245 Market Street, N7L
San Francisco, CA 94105

April 8, 2019

COUNTY OF TULARE
11200 AVENUE 368
VISALIA CA 93291
Notification # 114366719
Account # 3599721306 / Meter # 1010108283

To Whom It May Concern,

PG&E has completed the costs of the installation of PG&E SCADA NOVA LR AND ROUTE DATA TO DCC AND GCC. Attached you will find:

- **Form 79-280:** Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility – Owned Generation and/or Electric Standby Service.
- **Form 79-702:** Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility – Owned Generation and/or Electric Standby Service – Appendix A – Detail Special Facilities Charges.

Please read these forms over carefully and have Customer print, sign and date **Form 79-280. Form 79-702 does not require signature unless superseded.** Please submit the signed form to:

EGI, Electric Generation Interconnection
Attention: Britany Baker / B1BH
245 Market Street, N7L, San Francisco, CA 94105
Or email B1BH@pge.com with subject titled SFA Forms for COUNTY OF TULARE / Notif.# 114366719

System upgrade includes installation of PG&E SCADA NOVA LR AND ROUTE DATA TO DCC AND GCC to be in compliance with the Interconnection Standards.

Total Cost for the System Upgrade is \$211,871.36

**Includes Initial Charge and Cost of Ownership Charge, minus the Estimating Advance payment of \$19,000.00
(See Form 79-702 for breakdown of payment and options)*

Send payment to:

By Mail:

****Please list on check Order Number: 35069095, EGI Notif# 114366719 and Company's Name: COUNTY OF TULARE**

Regular Mail:

CFM/PPC Department
Po Box 997340
Sacramento, CA 95899-7340

Overnight Mail:

PG&E/Customer Fund Management
BPMPP – Payment Processing Center
885 Embarcadero Drive
West Sacramento, CA 95605

By Wire: Please ensure that you include the following in the wire information block

Order Number: 35069095/ EGI Notif# 114366719

Payment Description: System upgrade installation of PG&E SCADA NOVA LR AND ROUTE DATA TO DCC AND GCC to be in compliance with the Interconnection Standards.

Company Name: COUNTY OF TULARE

Contact Person: Ricky Alejo ralejor@opterraenergy.com at 657-216-3269

PG&E Contact: EGI Payments 415-6794

Send to: CITIBANK N.A.

ABA Routing Number: 021000089

For credit to: PG&E Depository Account

Account Number: 30871958

Federal Tax ID No. 94-0742640



Electric Sample Form No. 79-280

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of (T)
Nonutility-Owned Generation and/or
Electrical Standby Service (Electric Rules 2 and 21) (T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4141-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed November 15, 2012
Effective November 15, 2012
Resolution No. _____



DISTRIBUTION

- Applicant
- Division,
- Const. Accounting
- Accounting Ops
- Tariff Interpretation

REFERENCES

QF Log #: _____
GM/WO #: 35069095
Premises #: 6974649123

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES FOR PARALLEL OPERATION OF NONUTILITY-OWNED GENERATION AND/OR ELECTRICAL STANDBY SERVICE (ELECTRIC RULES 2 AND 21)

At the request of COUNTY OF TULARE, (Applicant), **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)** hereby agrees to furnish at Applicant's expense within a reasonable time certain facilities consisting of SCADA NOVA LR AND ROUTE DATA TO DCC AND GCC (Special Facilities). Such Special Facilities are expected to be necessary on or about August 2019 for the interconnection of Applicant's electric generating plant with PG&E's system and/or PG&E's delivery of electrical standby service to Applicant's premises at 11200 AVENUE 368, VISALIA, County of TULARE, State of California.

1. This Agreement includes Appendix A, Detail of Special Facilities Charges, which is attached and incorporated herein by reference. Appendix A may be revised or superseded by mutual written agreement and without formal amendment of the remainder of this agreement.
2. Applicant shall pay PG&E, on demand prior to commencement of any work by PG&E, an initial charge equal to the sum of the amounts which are specified in Appendix A.
3. Applicant also shall pay PG&E any applicable monthly rates and charges for service under PG&E's tariff schedules plus an ownership charge, either (a) or (b) below as specified in Appendix A, namely:
 - (a) COST-OF-OWNERSHIP CHARGE representing PG&E's continuing monthly cost of financing (if applicable), owning and maintaining Special Facilities; or
 - (b) An EQUIVALENT ONE-TIME CHARGE which is equal to the present worth of the monthly COST-OF-OWNERSHIP CHARGE in perpetuity. The COST-OF-OWNERSHIP CHARGE shall commence on the date Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date. The EQUIVALENT ONE-TIME CHARGE (if applicable) shall be payable by Applicant to PG&E on demand.
4. The ownership charge set forth in paragraphs 3(a) or 3(b) herein is determined in accordance with the applicable percentage rates established in the Special Facilities section of PG&E's electric Rule 2, copy attached. Should the California Public Utilities Commission (Commission) subsequently authorize higher or lower percentage rates, the monthly COST-OF-OWNERSHIP CHARGE shall automatically increase or decrease without formal amendment to Appendix A as of the effective date of the Commission's authorization.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
 - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon with sufficient legal clearance from all structures now or hereafter erected on Applicant's premises; and
 - (b) the right of ingress and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of Special Facilities.
6. Where formal rights of way or easements are required on or over property of Applicant or the property of others for the installation of Special Facilities, Applicant agrees that PG&E shall obtain them at Applicant's expense, or if Applicant and PG&E agree otherwise, Applicant shall obtain any necessary permanent rights of way or easements, satisfactory to and without cost to PG&E.
7. PG&E shall not be responsible for any delay in completion of the installation of Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or regulatory agency, delay in obtaining necessary rights of way and easements, acts of God, or any other cause or condition beyond the control of PG&E, nor shall PG&E be liable for incidental, indirect, special, punitive, or consequential damages for any such delay. PG&E shall have the right, if for one of the above reasons it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction, hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control. In any event, PG&E's total liability for any delay in the completion of the installation of Special Facilities shall not exceed the amount of Special Facilities Charges paid by Applicant.

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)

8. In the event that PG&E is prevented from completing the installation of Special Facilities for reasons beyond its control after twelve (12) months following the date of this Agreement, PG&E shall have the right to supersede this Agreement subject to Applicant's election as provided below upon at least thirty (30) days' written notice to Applicant and adjust any amounts paid or required to be paid by Applicant hereunder that may be due based on that portion of the Special Facilities then completed, if any, utilizing the estimated costs developed by PG&E for this Agreement. Such a superseding agreement, if any, shall be in substantially the same form as this agreement, be executed by both parties hereto, and shall provide that costs be allocated to the portion of the Special Facilities then completed, if any, consistent with those costs estimated by PG&E for this agreement. If Applicant elects not to execute a superseding agreement, this agreement shall be terminated and the provisions of paragraph 11 herein shall be applied to that portion of Special Facilities then completed, if any. Applicant also shall reimburse PG&E for any expenses it may have incurred for engineering, surveying, right of way acquisition and other work associated with that portion of Special Facilities not installed
9. If it becomes necessary for PG&E to alter rearrange or make addition to Special Facilities in order to maintain parallel operation of Applicant's generation or electrical standby service to Applicant's premises, Applicant shall be notified, in writing, of such necessity and shall be given the option to either terminate this Agreement upon thirty (30) days' written notice to PG&E, or to pay to PG&E additional Special Facilities charges consisting of:
- (a) a facility termination charge for that portion of Special Facilities which is being removed because of alteration, rearrangement or addition to Special Facilities. Such charge to be determined in the same manner as described in paragraph 11 herein; plus,
 - (b) an additional ADVANCE and/or REARRANGEMENT CHARGE, if any for any new Special Facilities which shall be applied in the same manner as prescribed in paragraph 2 herein; plus,
 - (c) a revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE based on the estimated installed costs of all new and remaining Special Facilities. Such revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE shall be applied in the same manner as prescribed in paragraph 3 herein.
10. This Agreement shall become effective when executed by the parties hereto and, except as provided for in paragraphs 8 and 9 herein, shall remain in force until one of the following events occurs:
- (a) a power purchase, parallel operation, electrical standby service or other form of agreement no longer exists between Applicant and PG&E which would occasion the need for Special Facilities; or
 - (b) the ownership of Special Facilities or any portion thereof is deeded to a public authority; or
 - (c) Applicant fails to pay the monthly COST-OF-OWNERSHIP CHARGE prescribed in the Agreement, if applicable.
- Either party shall provide the other at least thirty (30) days' written notice of termination pursuant to this paragraph.
11. Upon termination of the Agreement for any reason:
- (a) Applicant shall pay to PG&E on written demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost less the estimated salvage value for any Special Facilities which can be removed, all as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the ADVANCE plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE previously paid, if any. If the ADVANCE paid plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE, if any, is greater than the facility termination charge, PG&E shall refund the difference, without interest to Applicant; and
 - (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises; and
 - (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place in anticipation of providing permanent service to customers of PG&E, an equitable adjustment shall be made in the facility termination charge.



Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)

12. In the event any of the Special Facilities are used during the term of this Agreement to provide permanent service to customers of PG&E, an adjustment shall be made in accordance with PG&E's electric Rule 21, copy attached.
13. Special Facilities shall at all times be the property of PG&E.
14. As provided in PG&E's electric Rule 14, copy attached, PG&E does not guarantee electrical standby service to be free from outages, interruptions or curtailments and the charges for Special Facilities represent PG&E's cost associated with providing Special Facilities rather than for a guaranteed level of service or reliability.
15. Applicant may, with PG&E's written consent, assign this Assignment if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.
16. This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission, and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this _____ day of _____, 20_____.

This agreement is effective when accepted and executed by PG&E.

COUNTY OF TULARE	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	
Authorized by (Print)	Brandon Tran Authorized by (Print)
Signature	Signature
Title	Supervisor, EGI Title
Date	Date
Mailing Address:	
11200 AVENUE 368	
VISALIA CA 93291	

Attachments:

- Electric Rule 2
- Electric Rule 14
- Electric Rule 21
- Appendix A



Electric Sample Form No. 79-702

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or (T)

Electrical Standby Service -- APPENDIX A - Detail of Special Facilities Charges (T)

**Please Refer to Attached
 Sample Form**

Advice Letter No: 4141-E
 Decision No. 11-05-018

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed November 15, 2012
 Effective November 15, 2012
 Resolution No. _____



DISTRIBUTION

REFERENCES

- Division
- Customer
- Customer Billing
- Accounting Ops.
- Tariff Interpretation

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service

APPENDIX – A
Detail of Special Facilities Charges *

Dated: _____

I. Applicability

The application of charges specified herein are pursuant to the provisions of this Agreement between _____ (Applicant) and Pacific Gas and Electric Company (PGandE) and shall be a part thereof and in effect until superseded by mutual written agreement.

II. Initial Charge

- A. Net cost of all Special Facilities \$ _____
- B. Less the cost of "removable and reusable" Special Facilities which are provided, installed and financed by PGandE pursuant to Rule No. 21 \$(_____)¹

- C. ADVANCE equal to PG&E's estimated installed Cost of Special Facilities which are financed by Applicant, including in lieu of cash payment, a credit for that portion of Special Facilities furnished and deeded to PG&E by Applicant (line A + line B) \$(_____)¹
- D. Less PG&E's estimate of the cost of Special Facilities provided, installed and deeded to PG&E by Applicant (includes costs of design and administration by PG&E) \$(_____)
- E. Plus the costs of design, administration and inspection by PG&E of Special Facilities provided, installed and deeded to PG&E by Applicant \$ _____
- F. Plus REARRANGEMENT CHARGE which is equal to PG&E's estimated cost of rearranging existing facilities to accommodate the installation of Special Facilities \$ _____
- G. Plus CIAC Tax if applicable (line C + line E+ line F x Applicable CIAC Tax² of (24 %) \$ _____

- H. Initial Charge (does not include monthly Cost-of-Ownership Charge--see below) \$ _____

III. Installed Cost of PGandE's Existing Facilities Allocated to Applicant's Use \$ _____¹

¹ Used in calculation of the monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.
² See the Income Tax Component of Contribution Provision in the Electric Preliminary Statement for the current applicable CIAC tax rate.



APPENDIX A –

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES FOR PARALLEL OPERATION ON NONUTILITY-OWNED GENERATION

IV. Monthly COST OF OWNERSHIP CHARGE

Special Facilities Financed By	Application Base	Current Percentage Rate ³	Monthly Charge
A. Applicant	ADVANCE (II.C above equals 1. plus 2. below)		
	1. Cost of Distribution facilities.....\$_____		
	Less allowance for Existing facilities.....\$(_____) ⁴		

	Net amount\$_____	x _____	= \$ _____/mo.
	2. Cost of Transmission facilities.....\$_____		
	Less allowance for Existing facilities.....\$(_____) ⁴		

	Net amount\$_____	x _____	= \$ _____/mo.
B. PG&E	“Removable and Reusable” Special Facilities (II.B above equals 3. plus 4. below)		
	3. Distribution facilities.....\$_____	x _____	= \$ _____/mo.
	4. Transmission facilities.....\$_____	x _____	= \$ _____/mo.
C. PG&E	Existing Facilities Allocated as Special Facilities (III. above equals 5. plus 6. below)		
	5. Distribution facilities.....\$_____	x _____	= \$ _____/mo.
	6. Transmission facilities.....\$_____	x _____	= \$ _____/mo.
D.	Monthly COST OF OWNERSHIP CHARGE.....		\$ _____/mo.

V. EQUIVALENT ONE-TIME CHARGE (in lieu of monthly COST OF OWNERSHIP CHARGE); check [] if applicable \$ _____/mo. (line IV.D) x 12 mo. x _____ (present worth factor)..... \$ _____

Complete the following section only in conjunction with revision of this Appendix.

This Appendix A supersedes Appendix A dated _____, 20____. The changes hereon are hereby agreed to by both parties on this _____ day of _____, 20____.

³This percentage rate is set forth in PG&E's current electric Rule No. 2 and is subject to change upon authorization by the California Public Utilities Commission.

⁴Where Special Facilities displace PG&E's existing facilities, this allowance assures the exclusion of PG&E's existing ownership costs from Applicant's monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.



**APPENDIX A –
AGREEMENT FOR INSTALLATION OR ALLOCATION OF
SPECIAL FACILITIES FOR PARALLEL OPERATION ON
NONUTILITY-OWNED GENERATION**

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Company

Authorized by (Print)

Authorized by (Print)

Signature

Signature

Title

Title

Date

Date