

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



March 21, 2007

Advice Letter 1987-E

Akbar Jazayeri
Director of Revenue and Tariffs
Southern California Edison Company
P O Box 800
Rosemead, CA 91770

MAR 27 2007
REVENUE & TARIFFS DEPT.

Subject: Elimination of the Experimental Interruptible Load Aggregation Option from
Southern California Edison's Tariffs

Dear Mr. Jazayeri:

Advice Letter 1987-E is withdrawn as indicated in your letter dated March 7, 2007. A copy of the advice letter is included herewith for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "S. H. Gallagher".

Sean H. Gallagher, Director
Energy Division

April 3, 2006

**ADVICE 1987-E
(U 338-E)**

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Elimination of the Experimental Interruptible Load Aggregation
Option from Southern California Edison's Tariffs

Southern California Edison (SCE) hereby submits for filing the following changes to its tariff schedules. The revised tariff sheets and filed form are listed on Attachment A and attached hereto.

PURPOSE

The purpose of this filing is to eliminate the Experimental Interruptible Load Aggregation Option (ILAO) Special Condition contained in Rate Schedules I-6, Time-Of-Use-General Service-Large-Interruptible and RTP-2-I, General Service-Large-Real Time Pricing-Interruptible and to withdraw the accompanying agreement, Experimental Interruptible Load Aggregation Option Agreement (Form 16-335).

BACKGROUND

On July 21, 1995, SCE filed Advice Letter 1113-E requesting California Public Utilities Commission (Commission) authorization to implement an experimental ILAO provision, as an optional Special Condition added to SCE's large customer interruptible rate schedules. The proposed experimental ILAO Special Condition allows participating interruptible service customers the option to aggregate the Firm Service Levels (FSL) of two or more of their participating interruptible service accounts. This aggregated FSL can be achieved in any combination of load reduction at the customer's participating service accounts, as long as the aggregate FSL is achieved during all time periods of an interruption event, thus avoiding any applicable excess energy charges.

In response to Advice 1113-E, the Commission issued Resolution E-3428 on November 21, 1995. Resolution E-3428 granted SCE the authority to implement the Experimental ILAO Special Condition, as modified to replace the proposed \$0.05 per kilowatt

recurring administration charge requested in Advice 1113-E with a one-time \$50 charge per executed ILAO Agreement. In compliance with Resolution E-3428 SCE filed Supplemental Advice Letter 1113-E-A, on December 1, 1995, incorporating the revisions detailed in Resolution E-3428. Advice 1113-E-A was approved by the Commission with an effective date of December 1, 1995.

Since the inception of Experimental ILAO, there has been minimal participation in this tariff provision. The last active customer to participate in the Experimental ILAO terminated its participation on or about January 1, 2004, and since that time there has been no participation, that is, there are zero customers participating in the Experimental ILAO, which indicates there is no customer interest. Furthermore, because SCE's Schedules I-6 and RTP-2-I are closed to new customers, the Experimental ILAO would only be available to existing customers and as previously stated there has been no customer interest in this tariff provision for quite some time.

The following changes to SCE's Rate Schedules and Form 16-335 are needed to eliminate the Experimental ILAO Special Condition:

- 1) Remove Special Condition 14 from Schedule I-6, which will require the renumbering of all subsequent Special Conditions.
- 2) Remove Special Condition 14 from Schedule RTP-2-I, which will require the renumbering of all subsequent Special Conditions.
- 3) Withdraw Form 16-335, Experimental Interruptible Aggregation Option Agreement.

No cost information is required for this advice filing.

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

EFFECTIVE DATE

It is requested that this advice filing become effective on the 30th calendar day after the date filed, which is May 3, 2006.

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received by the Energy Division and SCE no later than 20 days after the date of this advice filing. Protests should be mailed to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

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

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Akbar Jazayeri
Vice President, Revenue and Tariffs
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President of Regulatory Operations
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 673-1116
E-mail: Karyn.Gansecki@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section III, Paragraph G, of General Order No. 96-A, SCE is furnishing copies of this advice filing to the interested parties shown on the attached GO 96-A and R.02-06-001 service lists. Address change requests to the GO 96-A service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-4039. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing open for public inspection at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <http://www.sce.com/AboutSCE/Regulatory/adviceletters>.

For questions, please contact George Coutts at (626) 302-6568 or by electronic mail at George.Coutts@sce.com.

Southern California Edison Company

Akbar Jazayeri

AJ:gc:mm

Enclosures

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.: <u>Southern California Edison Company (U 338-E)</u>	
Utility type: <input checked="" type="checkbox"/> ELC <input type="checkbox"/> GAS <input type="checkbox"/> PLC <input type="checkbox"/> HEAT <input type="checkbox"/> WATER	Contact Person: <u>James Yee</u> Phone #: <u>(626) 302-2509</u> E-mail: <u>James.Yee@sce.com</u>
EXPLANATION OF UTILITY TYPE ELC = Electric GAS = Gas PLC = Pipeline HEAT = Heat WATER = Water	(Date Filed/ Received Stamp by CPUC)
Advice Letter (AL) #: <u>1987-E</u>	
Subject of AL: <u>Elimination of the Experimental Interruptible Load Aggregation Option from Southern California Edison's Tariffs</u>	
Keywords (choose from CPUC listing): <u>Agreements, Interruptible Service</u>	
AL filing type: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual <input checked="" type="checkbox"/> One-Time <input type="checkbox"/> 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: _____	
Summarize differences between the AL and the prior withdrawn or rejected AL ¹ :	
Resolution Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Requested effective date: <u>5/3/06</u> No. of tariff sheets: <u>11</u>	
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: <u>Schedules I-6, RTP-2-I, Form No. 16-335 WITHDRAWN and Table of Contents</u>	
Service affected and changes proposed ¹ : _____	
Pending advice letters that revise the same tariff sheets: _____	

¹ Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this 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
jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Akbar Jazayeri
Vice President, Revenue and Tariffs
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President of Regulatory Operations
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 673-1116
E-mail: Karyn.Gansecki@sce.com

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 40543-E Revised 40544-E Revised 40545-E	Schedule I-6 Schedule I-6 Schedule I-6	Revised 38371-E Revised 39893-E Revised 39844-E*
Revised 40546-E Revised 40547-E Revised 40548-E	Schedule RTP-2-I Schedule RTP-2-I Schedule RTP-2-I	Revised 38398-E Revised 39899-E Revised 39900-E Revised 38684-E
Revised 20707-E	Form No. 16-335 WITHDRAWN	Revised 19953-E
Revised 40549-E Revised 40550-E Revised 40551-E	Table of Contents Table of Contents Table of Contents	Revised 40531-E Revised 40507-E Revised 40512-E



Schedule I-6
TIME-OF-USE
GENERAL SERVICE - LARGE - INTERRUPTIBLE
(Continued)

SPECIAL CONDITIONS (Continued)

- 14. Noncompliance: The customer's noncompliance with any of the terms and/or conditions of this Schedule and/or the associated contract(s), except for the terms and conditions relating to failure to interrupt load, may result in the suspension of the use of the demand and energy charges of this Schedule, which reflect the interruptible credit, to calculate the customer's bill. In such situations, the demand and energy charges of the non-complying customer's otherwise applicable standard Schedule may be used for billing purposes. However, the non-complying customer remains subject to all other terms and conditions of this Schedule and the applicable contract(s). The demand and energy charges of this rate schedule may again be applicable to the customer's bills for service rendered after the next regular meter reading following the date SCE determines the customer is in compliance. (D) (T)
- 15. Direct Access (DA) and CCA Service: A customer receiving DA or CCA Service shall notify its Energy Service Provider (ESP) or Community Choice Aggregator (CCA), as applicable, and Scheduling Coordinator that it is subject to interruption under this Schedule. In addition, if a DA or CCA Service customer owns its own meter or has a meter provided by an ESP or CCA, which is used by SCE for billing purposes or to verify compliance with existing tariffs, the meter must be capable of providing the proper pulse data interface between the customer's metering system, SCE's data recorder, and SCE's remote terminal unit (RTU). (T) (L)

(Continued)

(To be inserted by utility)
Advice 1987-E
Decision _____

Issued by
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Vice President

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Date Filed Apr 3, 2006
Effective Mar 7, 2007
Resolution _____



Schedule I-6
TIME-OF-USE
GENERAL SERVICE - LARGE - INTERRUPTIBLE
(Continued)

SPECIAL CONDITIONS (Continued)

- 16. Billing Calculation: A customer's bill is calculated according to the rates and conditions above. (L) (T)

Except for the Energy Charge, the charges listed in the Rates section are calculated by multiplying the Total Delivery Service rates and the Generation rates, when applicable, by the billing determinants (e.g., per kilowatt [kW], kilowatthour [kWh], kilovar [kVa] etc.),

The Energy Charge, however, is determined by multiplying the total kWhs by the Total Delivery Service per kWh rates to calculate the Delivery Service amount of the Charge. To calculate the Generation amount, SCE determines what portion of the total kWhs is supplied by the Utility Retained Generation (URG) and the Department of Water Resources (DWR). The kWhs supplied by the URG are multiplied by the URG per kWh rates and the kWhs supplied by the DWR are multiplied by the DWR per kWh rate and the two products are summed to arrive at the Generation amount. The Energy Charge is the sum of the Delivery Service amount and the Generation amount.

For each billing period, SCE determines the portion of total kWhs supplied by SCE's URG and by the DWR. This determination is made by averaging the daily percentages of energy supplied to SCE's Bundled Service Customers by SCE's URG and by the DWR.

- a. Bundled Service Customers receive Delivery Service from SCE and receive supply (Gen) service from both SCE's URG and the DWR. The customer's bill is the sum of the charges for Delivery Service and Gen determined, as described in this Special Condition, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- b. Direct Access Customers receive Delivery Service from SCE and purchase energy from an Energy Service Provider. The customer's bill is the sum of the charges for Delivery Service determined as described in this Special Condition except that the DWRBC rate component is subtracted from the Total Delivery Service rates before the billing determinants are multiplied by such resulting Total rates; plus the applicable charges as shown in Schedule DA and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- c. CCA Service Customers receive Delivery Service from SCE and purchase energy from their Community Choice Aggregator (CCA). SCE will read the meters and present the bill for both Delivery and Generation Services to the CCA Service Customer. The customer's bill is the sum of the charges for Delivery Service as displayed in this Rate Schedule and Generation charges determined by the CCA plus the applicable charges as shown in Schedule CCA-CRS, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.

(Continued)

(To be inserted by utility)
Advice 1987-E
Decision _____

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Schedule I-6
TIME-OF-USE
GENERAL SERVICE - LARGE - INTERRUPTIBLE
(Continued)

SPECIAL CONDITIONS (Continued)

17. Insurance. Insurance may not be used to pay non-compliance penalties for willful failure to comply with a Notice of Interruption. Existing and new customers will not be eligible for continued service or new service under this Schedule unless a declaration is signed under penalty of perjury which states that the customer does not have, and will not obtain, any insurance for the purpose of the insurance paying non-compliance penalties for willful failure to comply with Notices of Interruptions. Continuing eligibility and new eligibility under this Schedule will require that each customer execute a declaration stating that it does not have, and will not obtain, such insurance. For any customer with such insurance after the effective date of this Special Condition, service under this Schedule will be terminated and such customer will be required to pay back the interruptible rate discounts for the period covered by the insurance. If the period cannot be determined, the recovery shall be for the entire period the customer was on this Schedule. (T)

18. Essential Use Customers. Customers receiving service under this Schedule who are classified as Essential Use and Exempt, in accordance with Commission decisions, must provide proof of adequate back-up generation or other means to supply energy for interruptible load. An Essential Use and Exempt Customer Declaration (Form 14-736) must be signed under penalty of perjury and must state that the customer is, to the best of that customer's understanding, an Essential Use customer who is Exempt under Commission rules. It must also state that the customer voluntarily elects to participate in an interruptible program for part of its load, while continuing to meet its essential needs based on adequate back-up generation or other means. Furthermore, such customer must set its Firm Service Level at no less than 50 percent of its average maximum demand. Customer may be required to sign an Amendment to Contract for Interruptible Service (Form 14-332). Absent a signed Form 14-736 and absent the execution of Form 14-332, if applicable, SCE may find the customer ineligible to receive service under this Schedule. (T)

(Continued)

(To be inserted by utility)
Advice 1987-E
Decision _____

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Schedule RTP-2-I
GENERAL SERVICE - LARGE
REAL TIME PRICING - INTERRUPTIBLE

Sheet 10

(Continued)

SPECIAL CONDITIONS (Continued)

16. Billing Calculation: A customer's bill is calculated according to the rates and conditions above. (L) (T)

Except for the Energy Charge, the charges listed in the Rates section are calculated by multiplying the Total Delivery Service rates and the Generation rates, when applicable, by the billing determinants (e.g., per kilowatt [kW], kilowatthour [kWh], kilovar [kVa] etc.),

The Energy Charge, however, is determined by multiplying the total hourly kWhs by the Total Delivery Service per kWh rates in each hour and the products are summed to calculate the Delivery Service amount of the Charge. To calculate the Generation amount, SCE determines what portion of the total kWhs is supplied by the Utility Retained Generation (URG) and the Department of Water Resources (DWR). The hourly kWhs supplied by the URG are multiplied by the URG per kWh rates in each hour and the hourly kWhs supplied by the DWR are multiplied by the DWR per kWh rate and the hourly products are summed to arrive at the Generation amount. The Energy Charge is the sum of the Delivery Service amount and the Generation amount.

For each billing period, SCE determines the portion of total kWhs supplied by SCE's URG and by the DWR. This determination is made by averaging the daily percentages of energy supplied to SCE's Bundled Service Customers by SCE's URG and by the DWR.

- a. Bundled Service Customers receive Delivery Service from SCE and receive supply (Gen) service from both SCE's URG and the DWR. The customer's bill is the sum of the charges for Delivery Service and Gen determined, as described in this Special Condition, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- b. Direct Access Customers receive Delivery Service from SCE and purchase energy from an Energy Service Provider. The customer's bill is the sum of the charges for Delivery Service determined as described in this Special Condition except that the DWRBC rate component is subtracted from the Total Delivery Service rates before the billing determinants are multiplied by such resulting Total rates; plus the applicable charges as shown in Schedule DA-CRS and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- c. CCA Service Customers receive Delivery Service from SCE and purchase energy from their Community Choice Aggregator (CCA). SCE will read the meters and present the bill for both Delivery and Generation Services to the CCA Service Customer. The customer's bill is the sum of the charges for Delivery Service as displayed in this Rate Schedule and Generation charges determined by the CCA plus the applicable charges as shown in Schedule CCA-CRS, and subject to applicable discounts or adjustments provided under SCE's tariff schedules. (L)

(Continued)

(To be inserted by utility)
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Decision _____

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Schedule RTP-2-I
GENERAL SERVICE - LARGE
REAL TIME PRICING - INTERRUPTIBLE
(Continued)

SPECIAL CONDITIONS (Continued)

17. Insurance. Insurance may not be used to pay non-compliance penalties for willful failure to comply with a Notice of Interruption. Existing and new customers will not be eligible for continued service or new service under this Schedule unless a declaration is signed under penalty of perjury which states that the customer does not have, and will not obtain, any insurance for the purpose of the insurance paying non-compliance penalties for willful failure to comply with Notices of Interruptions. Continuing eligibility and new eligibility under this Schedule will require that each customer execute a declaration stating that it does not have, and will not obtain, such insurance. For any customer with such insurance after the effective date of this Special Condition, service under this Schedule will be terminated and such customer will be required to pay back the interruptible rate discounts for the period covered by the insurance. If the period cannot be determined, the recovery shall be for the entire period the customer was on this Schedule. (L) (T)
18. Essential Use Customers. Customers receiving service under this Schedule and who are classified as Essential Use in accordance with Commission Decision No. 91548 must provide proof of adequate back-up generation or other means to supply energy for interruptible load. A declaration must be signed under penalty of perjury and must state that the customer is, to the best of that customer's understanding, an Essential Use customer under Commission rules. It must also state that the customer voluntarily elects to participate in an interruptible program for part of or all of its load upon request by SCE, while continuing to meet its essential needs based on adequate backup generation or other means. Furthermore, such customer must adjust its Firm Service Level to equal no less than 50 percent its load. Customer must sign an Amendment to Contract for Interruptible Service (Form 14-332). Absent such declaration and absent an execution of Form 14-332, if applicable, SCE may find the customer ineligible to receive service under this Schedule. (L)

(Continued)

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Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
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16-324	Agricultural and Pumping Real Time Pricing, Schedule PA-RTP, Participation Agreement, Form 16-324	26140-E
16-325	Real Time Pricing Interruptible, Schedule RTP-2-I, Participation Agreement	26141-E
16-326	Schedule TOU-PA-6, Agricultural Water Pumping, Large, Alternative Power Source	19421-E
16-335	Experimental Interruptible Load Aggregation Option Agreement	20407-E
16-339	Schedule TOU-PA-7, Agricultural Water Pumping - Large, Alternate Power Source	27762-E
16-340	Interconnection Agreement for Residential Photovoltaic Solar-Electric Generating Facilities of 10 Kilowatts or Less	21726-E
16-342	Power Purchase Agreement for Residential Photovoltaic Solar-Electrical Generating Facilities of 10 Kilowatts or Less	21727-E

(Continued)

(To be inserted by utility)

Advice 1987-E
Decision _____

Issued by

Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Apr 3, 2006
Effective Mar 7, 2007
Resolution _____

**EXPERIMENTAL INTERRUPTIBLE LOAD AGGREGATION OPTION
AGREEMENT
FOR USE WITH CUSTOMERS SERVED UNDER
SCHEDULES I-6, TOU-8-SOP-I, and RTP-2-I**

This Agreement is entered into between Southern California Edison Company (“Edison”) and _____ (“Customer”) and is applicable to the Service Accounts listed in the attachment to this Agreement (“Appendix A”). This Agreement supplements the terms and conditions of Schedule(s) _____ as such schedule(s) may now exist or may hereafter be amended or superseded and the Contract for Interruptible Service for each Service Account listed in Appendix A.

The purpose of this Experimental Interruptible Load Aggregation Option Agreement is to provide for the aggregation of the Firm Service Levels of each Service Account served under the above interruptible rate schedule(s) in order to determine the customer’s Aggregate Interruptible Load and to allow customer discretion as to which Service Account(s) will be interrupted during an Interruptible Event.

This is a filed form tariff agreement authorized by the Public Utilities Commission of the State of California (“Commission”) for use by Edison. No officer, inspector, solicitor, agent, or employee of Edison has any authority to waive, alter, or amend any part of this Agreement except as provided herein or as authorized by the Commission.

Customer desires to take service under the Experimental Interruptible Load Aggregation Option Special Condition (“ILAO”) of the above designated rate schedule(s) and acknowledges that except as provided herein the provisions of the Contract for Interruptible Service for each Service Account listed in Appendix A shall remain in full force and effect.

1. DEFINITIONS:

When used in this Agreement, the following terms shall have the following meanings:

- 1.1 Aggregate: All units as a whole; sum total.
- 1.2 Agreement: This document and Appendix A, as amended from time to time.
- 1.3 Commission: Public Utilities Commission of the State of California.
- 1.4 Contract for Interruptible Service: Edison’s filed Form No. 14-315.
- 1.5 Customer: The Edison customer taking service under the ILAO and this Agreement.

- 1.6 Edison: The Southern California Edison Company.
- 1.7 Interruptible Event: A Period of Interruption or multiple Periods of Interruption which overlap or are contiguous.
- 1.8 Aggregate Firm Service Level: The sum of the Customer's individual Service Accounts' Firm Service Levels determined from each account's Contract for Interruptible Service.
- 1.9 Individual Service Account's Interruptible Load: The Individual Service Account's Interruptible Load shall be the difference between the individual Service Account's recorded demand in the most-recent 15 minute period prior to the Notice of Interruption for an Interruptible Event and the individual Service Account's Firm Service Level set forth in the Contract for Interruptible Service for that account, but shall not be less than zero.
- 1.10 Aggregate Interruptible Load: The Aggregate Interruptible Load shall be the sum of the Customer's Individual Service Account's Interruptible Load.
- 1.11 Maximum Interruptible Load: The Maximum Interruptible Load shall be the difference between the Aggregate Interruptible Load and the sum of the Individual Service Account's Interruptible Load for those Service Accounts for which a Notice of Interruption has been given.
- 1.12 Cumulative Interruptible Load: The Cumulative Interruptible Load shall be the sum of each Service Account's recorded demand during any 15 minute period less the Aggregate Firm Service Level.
- 1.13 Aggregate Excess Energy: Aggregate Excess Energy shall be the summation of the Cumulative Interruptible Load for each 15 minute period during an Interruptible Event less the Maximum Interruptible Load, but not less than zero in any 15 minute period, times 0.25 hours.
- 1.14 Notice of Interruption: The definition found in the Special Conditions section of the above designated rate schedule(s).
- 1.15 Party: Edison or Customer.
- 1.16 Parties: Edison and Customer.
- 1.17 Period of Interruption: A Period of Interruption is a time interval which commences thirty minutes after Notice of Interruption and which ends upon notification by Edison of the end of the Period of Interruption for any Service Account.

1.18 Service Account: The location where the tariffs apply as indicated by the Service Account numbers listed in Appendix A.

2. EXPERIMENTAL INTERRUPTIBLE LOAD AGGREGATION OPTION:

2.1 Customer shall comply with the terms and conditions of this supplemental Agreement and the rate schedule(s) designated above and the Contract for Interruptible Service for each Service Account listed in Appendix A.

2.2 Customer shall select which Service Accounts will experience load reduction during an Interruptible Event.

2.3 Edison shall determine if Customer has Aggregate Excess Energy during an Interruptible Event in accordance with the applicable definitions in Section 1.

2.3.1 For a single or the first Period of Interruption during an Interruptible Event, Edison shall use the Customer load data recorded during the most recent 15 minute period prior to the initial Notice of Interruption as the basis for determining the Individual Service Account's Interruptible Load for each Service Account and the Aggregate Interruptible Load for purposes of determining Customer's Maximum Interruptible Load.

2.3.2 If during the same Interruptible Event, subsequent Periods of Interruption occur, Customer's Maximum Interruptible Load shall be determined by (i) using the Individual Service Account's Interruptible Load for each Service Account and the Aggregate Interruptible Load as established in Section 2.3.1 and (ii) including those Service Accounts affected by the initiation of subsequent Periods of Interruption and/or excluding those Service Accounts affected by the termination of Periods of Interruption.

2.4 Edison shall charge Customer for Aggregate Excess Energy in accordance with the "Charges for Excess Energy" Special Condition of the interruptible rate schedule(s) designated above on a \$/kWh basis by determining the weighted average Excess Energy Charge and applying the charge to the individual Service Accounts which received Notices of Interruption.

2.5 Customer elects, at Customer's option, by placing an "X" and initialing this blank (____), to have Edison install additional facilities to provide for real-time, two-way communication of interruptible load information and customer load data. In such case, the following shall apply:

- 2.5.1 Edison shall install, own, operate, and maintain the additional facilities requested by Customer for each Service Account listed in Appendix A at Customer's expense in accordance with the provisions of Edison's Rule 2, Section H, Added Facilities for which a contract is required.
- 2.5.2 Customer shall provide a location for the facilities Edison will install for Customer.
- 2.5.3 Customer shall pay for, install, own, operate and maintain the necessary facilities, as determined by Edison, capable of interfacing with Edison's facilities.
- 2.5.4 Customer shall comply with Sections 2.5.2 and 2.5.3 within 90 days of signing this Agreement.
- 2.5.5 Customer shall provide Edison access during reasonable hours to Edison's facilities.
- 2.5.6 Customer shall not interfere or tamper with Edison's facilities.
- 2.5.7 Edison shall provide Customer with the following information after issuing a Notice of Interruption to Customer in addition to that information provided to the customer in accordance with the above-designated rate schedule(s):
- a. Customer's Service Accounts that have been selected for interruption.
 - b. Customer's maximum demand for each individual Service Account for the most-recent 15 minute period.
 - c. Customer's Aggregate Firm Service Level.

- d. Customer's Aggregate Interruptible Load.
- e. Customer's Maximum Interruptible Load.
- f. Customer's Cumulative Interruptible Load.

2.6 Edison shall not apply the provisions of the ILAO during an Interruptible Event when in its sole opinion:

2.6.1 Customer fails to adhere to the provisions of the ILAO or this Agreement.

2.6.2 Edison for reasons beyond its control, is unable to provide to or receive from Customer the necessary information to provide service under the ILAO.

3. COMMENCEMENT OF SERVICE:

Service under the ILAO and this Agreement shall commence with the next regular meter reading after (1) the date this Agreement is signed, (2) the necessary Customer and Edison facilities are installed, and (3) Edison determines Customer qualifies for such service.

4. TERM:

Service under the ILAO and this Agreement shall be for two (2) years from the commencement of service date defined in Section 3 above and shall renew in two (2) year increments unless terminated in accordance with Section 5.

5. TERMINATION:

Service under the ILAO and this Agreement may be terminated by Customer or Edison upon twelve (12) months written notice. The termination shall be effective at the end of the regular billing period that includes the twelfth month after notice is given.

6. DAMAGE LIMITATION:

Edison shall not be liable for any consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability including, but not limited to, lost profits and loss of power resulting from Edison's performance or nonperformance of its obligations under this Agreement or in the event of termination of this Agreement.

7. INDEMNITY:

Customer shall, at its own cost and expense, defend, indemnify, and hold harmless Edison, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, cause of action, costs, including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property caused by Customer, its employees, officers, and agents, or any of them, and arising out of the performance or non-performance of its obligations under this Agreement. Termination of this Agreement shall not exempt Customer from the terms and conditions of this Section.

8. ASSIGNMENT OF AGREEMENT:

Customer shall not assign this Agreement or any part or interest thereof, to a third party without the prior, written consent of an authorized representative of Edison. Any assignment made without such consent shall be void and of no effect. Further, any assignment made under this Agreement shall be subject to any applicable Commission authorization or regulation except as waived by the Commission.

9. AMENDMENTS:

Any changes or amendments to this Agreement must be in writing and must be executed by Customer and Edison and be approved by the Commission, if required.

10. NOTICE:

Any notice either Customer or Edison may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. registered mail, postage prepaid, to the person designated to receive notice for the other Party, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Customer:

_____ (name)
_____ (title)
_____ (party)
_____ (address)
_____ (city, state, & zip code)

Edison:

Manager, Pricing Design and Tariffs
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

11. NONWAIVER:

The failure of either Party to enforce any of the terms and conditions or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such terms and conditions or rights or privileges and the same shall continue and remain in force and effect as if no such failure to enforce or exercise had occurred.

12. SEVERABILITY:

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected. However, should either Party determine, in good faith, that such unenforceability renders the remaining provisions of this Agreement economically infeasible or disadvantageous, said Party may terminate this Agreement upon 15 days notice.

13. APPLICABLE LAWS, RULES AND REGULATIONS

This Agreement shall be subject to, and interpreted under, the laws, rules, and regulations of the State of California and the Commission, and under Edison's Commission-approved Tariff Schedules and Rules.

14. CALIFORNIA PUBLIC UTILITIES COMMISSION:

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

14.2 Notwithstanding any other provisions of this Agreement, Edison has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for a change in rates, charges, classification, service, or rule, or any agreement relating thereto.

15. ENTIRE AGREEMENT:

This Agreement, including Appendix A, constitutes the complete, entire, and exclusive statement of the agreement between the Customer and Edison regarding this Experimental Interruptible Load Aggregation Option and supersedes any and all prior representations, understandings, and communications, oral or written, between the Customer and Edison related to the Experimental Interruptible Load Aggregation Option.

16. AUTHORIZATION SIGNATURES:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the effective date as set forth below.

**By SOUTHERN CALIFORNIA EDISON
COMPANY**

By CUSTOMER

(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

W960503.02
Form No. 16-335

WITHDRAWN



Southern California Edison
Rosemead, California

Revised Cal. PUC Sheet No. 20407-E
Cancelling Revised Cal. PUC Sheet No. 19953-E

Sheet 1

EXPERIMENTAL INTERRUPTIBLE LOAD AGGREGATION OPTION AGREEMENT

Form No. 16-335

WITHDRAWN

(To be inserted by utility)
Advice 1165-E
Decision _____
WP960516.05 _____

Issued by
John Fielder
Vice President

(To be inserted by Cal. PUC)
Date Filed May 21, 1996
Effective Jun 30, 1996
Resolution _____