

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



August 14, 2012

Advice Letter 2169-E

Akbar Jazayeri
Vice President, Regulatory Operations
Southern California Edison Company
P O Box 800
Rosemead, CA 91770

Subject: Withdrawal – Request to Implement the Irvine Business Energy Coalition Demand Response Pilot Program, Establish Schedule IBEC, Irvine Business Energy Coalition, and Establish Associated Facilitator Agreement

Dear Mr. Jazayeri:

Advice Letter 2169-E is withdrawn as requested in your letter dated December 28, 2007.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director
Energy Division

October 18, 2007

ADVICE 2169-E
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA ENERGY
DIVISION

SUBJECT: Request to Implement the Irvine Business Energy Coalition
Demand Response Pilot Program, Establish Schedule IBEC,
Irvine Business Energy Coalition, and Establish Associated
Facilitator Agreement

Southern California Edison Company (SCE) requests approval to implement the Irvine Business Energy Coalition (IBEC) Demand Response (DR) Pilot Program (Pilot) in order to increase SCE's DR load portfolio to meet the California Public Utilities Commission's (Commission) DR goals for price-responsive load reductions. The attached tariff sheets are listed on Attachment A and are attached hereto.

PURPOSE

SCE in cooperation with The Energy Coalition (TEC) proposes to implement a demand side load management program during 2007-08 using the innovative approach of group load curtailment patterned after the successful BEC program provided by Pacific Gas & Electric (PG&E). The program, called the Irvine Business Energy Coalition (IBEC) Pilot includes large commercial customers in the City of Irvine, including, but not limited to, office, industrial, hospitality, and healthcare, for a total estimated curtailment potential of 2 MW.

SCE proposes to fund the IBEC through a fund shift of existing DR program funds authorized in Decision (D.) 06-03-024 for the 2006-08 DR program cycle.

PROGRAM GOALS AND TARGETED CUSTOMERS

The goal of the IBEC Pilot will be to engage large commercial customers to participate as a group in DR, under TEC's facilitation, and to forge high-level collaboration between SCE and Irvine's largest commercial businesses. The Pilot is limited to Irvine customers with maximum peak loads greater than 200 kilowatts (kW). The IBEC Pilot seeks to

achieve 2 megawatts (MW) of curtailable load in the City of Irvine by June 1, 2008. The IBEC Pilot will be a valuable addition to SCE's existing DR portfolio and will help SCE meet the Commission's DR goals for 2008.

In the IBEC model, under the facilitation of TEC, utility customers commit to a group-based load reduction goal. During curtailment events, enrolled customers and TEC (IBEC program facilitator) communicate via a specialized web-based system that provides real-time meter monitoring. Should any one building fall short of its individual goal, under the direction of TEC, other customers are quickly alerted and requested to provide additional demand reduction to cover the shortfall and reach the load reduction goal for the group. SCE and TEC expect to have a clear and verifiable estimate of the actual DR contributions by customer and for the entire group.

This group approach provides customers, under TEC's facilitation, with a new measure of flexibility and control over their demand response participation. On SCE-initiated "IBEC-Event" days when system demand is greatest and load reduction is needed, TEC will facilitate customers working together in groups to reduce at least two (2) MW of load from peak electrical demand.

IBEC CURTAILMENT EVENTS – HOUR/DAILY/MONTHLY LIMITATIONS

TEC will receive IBEC Event notification from SCE by 2:45 p.m. on the day prior to a Day-Ahead Event and a minimum of 75 minutes prior to a Day-Of Event. Curtailment events will be limited to five hours per Event, a maximum of five curtailments per calendar month, and a maximum of 100 hours during the 2008 summer season. The curtailment window is the SCE summer season, Noon to 8 p.m., Monday - Friday, excluding weekends and holidays.

COMMITTED LOAD REDUCTION

The Committed Load Reduction (CLR) is the total load in kW that TEC commits a customer group to reduce during an IBEC Event. The CLR will be calculated as the sum of each customer service account's Firm Service Level (FSL) subtracted from the Energy Baseline (EB) for the Customer Group. During an IBEC Event, the FSL is the maximum demand amount SCE expects to supply and/or deliver. TEC will determine the FSL of each customer service account in a Customer Group, and once determined such FSL will be set for the term of such customer service account's enrollment in the IBEC Pilot Program. The FSL measured at the customer service account level will be summed up to the group level for each Customer Group. During an IBEC Event, TEC shall require each Customer Group to reduce load to its specified FSL.

INCENTIVE STRUCTURE

TEC will receive an incentive payment of \$12.50 per kW of CLR during each summer season calendar month, up to a max of \$50 per kW for the summer season. Upon conclusion of the Pilot and after verification of data, TEC will receive the incentive

payment. SCE will only provide Incentive Payments to TEC. TEC is responsible for distributions of incentives to the enrolled customers.

A Shortfall Reserve Fund (SRF) will be established to provide TEC with additional incentive for meeting their CLR during IBEC Events, to be paid at the end of the Pilot. The SRF will be funded by SCE at a rate of \$6.25 per kW of CLR delivered during IBEC Events up to a maximum of \$25/kW for the summer season. The SRF is in addition to Incentive Payments to TEC. The SRF is calculated as the percentage of the CLR delivered during an Event multiplied by the \$6.25/kW rate. If TEC fails to provide at least fifty percent (50%) of its CLR(s) during each hour of each IBEC Event, a penalty will be assessed against the SRF. Non-performance penalties are assessed on the group's load curtailment level and not on an individual customer basis. Penalties are capped at the SRF for the summer season. Adjustments to the SRF contribution are assessed based on the Customer Group's load curtailment rather than individual customer performance. Any positive balance in the SRF at the conclusion of the IBEC Program Pilot, if any, will be paid to TEC for further distribution to enrolled customers per TEC's agreement with such customers.

DAY-OF / DAY-AHEAD EVENT TRIGGERS

IBEC Events will be called at SCE's discretion. The criteria for calling IBEC Events may be caused by, but are not limited to, any one of the following:

1. ISO emergencies, defined as a Stage 1 Event or higher
2. Load and/or price forecasts
3. Extreme or unusual temperature conditions impacting system demand
4. SCE procurement needs
5. Measurement and evaluation purposes

PERFORMANCE MEASUREMENT AND METER READING ALIGNMENT

TEC will establish load reduction commitments for the enrolled customers with assistance from on-site engineering assessments, from which TEC expects to produce a load shedding protocol. Each step of a building's load shedding protocol is expected to account for a specified kW reduction. By following an established curtailment protocol, each building is expected to deliver a consistent load reduction during each IBEC Event.

CUSTOMER RECRUITMENT

The IBEC recruitment process, performed by TEC in cooperation with SCE, is designed to maximize buy-in from building engineers and property managers. The program seeks to:

- Increase market penetration of DR programs;
- Elicit higher per Event participation than other DR programs;
- Achieve higher load reduction commitments per customer;

- Retain a larger percentage of active customers from year-to-year; and
- Enhance communication between customers and their utility.

Recruitment for IBEC will leverage the strong customer relationships with statewide property owners and managers currently participating in the PG&E BEC and work in conjunction with the existing relationship SCE has with its customers in Irvine.

THE IBEC PILOT PROGRAM IS DESIGNED TO ADDRESS CUSTOMER NEEDS

The IBEC Pilot is designed with the customers in mind. TEC plans to clearly explain Pilot program triggers during the enrollment period, and provide detailed explanations for each IBEC Event to property managers and engineers, who will be encouraged to pass this information on to tenants to enlist their support for the Pilot and encourage individual actions at home and at work. Building engineers will receive ongoing support, *e.g.*, engineering and technological assistance.

Group cooperation provides flexibility. Customers will enroll in the Pilot knowing that performance penalties will be paid from the SRF; however, non-performance will result in the reduction of the SRF and ultimately, less incentive money available for TEC to distribute to customers.

PILOT DELIVERABLES

Non-financial deliverables to customers are expected to include:

- Streamlined enrollment process and comprehensive program support.
- Professional engineering assessment from a leading team of DR experts.
- Load curtailment protocol, customized for each individual site, with full property management approval.
- Real-time online meter monitoring password secure energy information system.
- Tenant education materials as well as tenant education event planning and facilitation.

Additional expected benefits to customers associated with the Pilot:

- Customers will be advantaged by key IBEC services, such as meter monitoring software and hardware, streamlined processes, peer-to-peer education, building tenant education, and engineering assessments from an engineering team with over 20 years of demand response application.
- Businesses, when averaged into a group, are expected to outperform their load reduction goals and deliver more MW.
- Businesses receive the public recognition of being good corporate citizens, recognizing their ability to contribute to long-term energy reliability solutions.

- Group participation fosters strong, sustainable relationships between customers, and strengthens long-term group performance.
- Customers value the information they receive related to reliability issues and IBEC Events. Over time, this can change the prevailing socio-economic ethic that places all responsibility (and criticism) on the utility alone.

PROGRAM AND BUDGET FLEXIBILITY - DR GOALS

SCE proposes to implement the IBEC Pilot as part of its 2006-08 DR programs portfolio. Accordingly, SCE requests that all program and budget flexibility rules proposed in Section II.D of the Amended Settlement and adopted in D.06-03-024 apply to SCE’s administration of the IBEC Pilot. The IBEC Pilot should be included in the specified programs budget category. Further, SCE requests that the demand reduction achieved by the IBEC Pilot during 2007-08 count towards the goals for SCE’s 2006-08 program portfolio, if and to the extent such goals are adopted by the Commission.

MEASUREMENT AND EVALUATION

SCE recommends that an evaluation of the IBEC Pilot be performed under the current arrangement for measurement and evaluation of SCE’s 2006-08 DR programs. The evaluation should be conducted as a statewide study under the supervision of Working Group 2 M&E project advisory committee. SCE estimates a total budget requirement of \$40,000 for the measurement and evaluation of the Pilot.

PROGRAM COST ESTIMATES AND REPORTING

The IBEC Pilot costs include incremental costs associated with program marketing, outreach, and implementation, such as software, labor, engineering, education, marketing materials and Events and customer incentive costs.

Estimated Costs for the Pilot	
SCE	
Administration	\$70,000
Software and other IT Costs	\$35,000
Measurement and Evaluation	\$40,000
Meter, I/O Box	\$32,000
FTP Server	\$100,000
TEC	
Administration	\$445,000
Hardware / Software / Technical	\$207,000
Engineering	\$86,000
<i>Subtotal</i>	<i>\$1,015,000</i>
Incentives	\$150,000
GRAND TOTAL	\$1,165,000

Costs associated with TEC includes the following:

Hardware / Software / Technical

- Real-time meter monitoring device "Gateway"
- Real-time meter monitoring device installation
- Specialized meter monitoring software, designed for group load analysis

Engineering

- Onsite engineering assessment
- Troubleshooting device installations

Administration

- Program staffing
- Member meetings
- Marketing / Outreach / Events
- Public / Member recognition
- Travel

SCE proposes to fund the Pilot through a fund shift of existing authorized DR program funds authorized in D.06-03-024 for the 2006-08 DR program cycle. All program costs, including incentive payments and any SRF disbursement, will be recorded in the existing DRP Balancing Account.

REQUEST FOR COMMISSION APPROVAL

To implement the IBEC Pilot by January 1, 2008, SCE respectfully requests that the Commission issue a resolution no later than the December 20, 2007 Commission meeting. In addition, the Commission resolution should provide the following:

(1) SCE's Schedule IBEC is approved;

(2) SCE is authorized to implement the IBEC Pilot as part of its 2006-08 DR program portfolio consistent with the program proposal herein and SCE's Schedule IBEC;

(3) SCE is authorized to shift \$1.165 million in existing authorized DR funding to the IBEC Pilot for the costs associated with IBEC implementation as estimated in the Pilot budget herein;

(4) Program and budget flexibility rules proposed in Section II.D of the Amended

Settlement and adopted in D.06-03-024 shall apply to SCE's administration of the IBEC;
and

(5) Demand reduction achieved by the IBEC during 2008 shall count towards the goals for SCE's 2006-08 program portfolio, if and to the extent such goals are adopted by the Commission.

TIER DESIGNIATION

Pursuant to D.07-01-024, Energy Industry Rule 5.3 (3), SCE submits this advice filing with a Tier 3 designation.

EFFECTIVE DATE

SCE believes that this filing will require a Resolution and respectfully requests that the Commission issue the Resolution by December 20, 2007.

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically. Protests 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: inj@cpuc.ca.gov and mas@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 of Regulatory Operations
Southern California Edison Company
2244 Walnut Grove Avenue, Quad 3D
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President, Regulatory Affairs
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 4, General Order No. 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-B service list and A.05-06-006 *et al.* Address change requests to the attached GO 96-B service list should be directed to (626) 302-4039 or by electronic mail at AdviceTariffManager@sce.com. 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 Harold McCarthy at (626) 302-3981 or Harold.McCarthy@sce.com.

Southern California Edison Company

Akbar Jazayeri

AJ:hm: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.: Southern California Edison Company (U 338-E)

Utility type:

- ELC GAS
 PLC HEAT WATER

Contact Person: James Yee

Phone #: (626) 302-2509

E-mail: James.Yee@sce.com

E-mail Disposition Notice to: AdviceTariffManager@sce.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2169-E Tier Designation: 3

Subject of AL: Request to Implement the Irvine Business Energy Coalition Demand Response Pilot Program, Establish Schedule IBEC, Irvine Business Energy Coalition, and Establish Associated Facilitator Agreement

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 #:

D.06-03-024

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 AL¹: _____

Confidential treatment requested? Yes No If yes, specification of confidential information:
 Confidential information will be made available to appropriate parties who execute a nondisclosure agreement.
 Name and contact information to request nondisclosure agreement /access to confidential information:

Resolution Required? Yes No

Requested effective date: 12/20/07 No. of tariff sheets: 8

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: Schedule IBEC, Form 14-787 and Table of Contents

Service affected and changes proposed¹: _____

Pending advice letters that revise the same tariff sheets: None

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
inj@cpuc.ca.gov and mas@cpuc.ca.gov

Akbar Jazayeri
Vice President of Regulatory Operations
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, Regulatory Affairs
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.
Original 43111-E Original 43112-E* Original 43113-E Original 43114-E	Schedule IBEC Schedule IBEC Schedule IBEC Schedule IBEC	
Original 43115-E	Form 14-787	
Revised 43116-E Revised 43117-E Revised 43118-E	Table of Contents Table of Contents Table of Contents	Revised 43043-E Revised 43045-E Revised 41845-E



Schedule IBEC
IRVINE BUSINESS ENERGY COALITION

Sheet 1

APPLICABILITY:

The Irvine Business Energy Coalition (IBEC) Pilot Program is a demand response initiative between Southern California Edison (SCE), The Energy Coalition (TEC), and major businesses in the City of Irvine. Under this demand response initiative, customers on a grouped basis will reduce their demand (kW) to a specified Firm Service Level (FSL) when initiated by SCE and called upon to do so by TEC during an IBEC Event. TEC will facilitate this Pilot Program by enrolling qualifying end-use SCE customers within the City of Irvine onto the program and will be responsible for managing the Pilot Program and for the distribution of any payments to such customers, as described in this Schedule. Qualifying end-use SCE customers who are enrolled in this Pilot Program will not receive service under this Schedule but rather will be participating through TEC, who as the Facilitator is the Participant of this Schedule. However, such customers will continue to receive service under their otherwise applicable tariff(s) (OAT).

Qualifying end-use customers include SCE bundled service, Community Choice Aggregation Service (CCA-Service), and Direct Access (DA) whose monthly maximum demand registers 200 kW or greater and who are served under a demand metered time-of-use rate schedule for a minimum of two years. TEC must demonstrate to SCE's satisfaction that qualifying customers meet the Pilot Program's minimum requirements.

Customers participating in any SCE demand response program or enrolled in any third party demand response program are not eligible for the Pilot Program. In addition, customers on a Net Energy Metering rate schedule (i.e., NEM, FC-NEM, or BG-NEM), Standby, Critical Peak Pricing Program (CPP), Schedule Load Reduction Program (SLRP), or any other performance tariffs are not eligible for the Pilot Program. Customers with a blend of cogeneration and utility services will be evaluated for eligibility by SCE on a case-by-case basis. Customers with cogeneration will be eligible based only on their actual SCE demand.

The total Committed Load Reduction (CLR) on Schedule IBEC at any point in time shall not exceed 2 MW (megawatts).

This Pilot Program will terminate on December 31, 2008.

TERRITORY:

This Schedule is available only within the jurisdictional limits of the City of Irvine, California.

RATES:

Schedule IBEC incentive payments and any balance of a Shortfall Reserve Fund which are both based upon Participant's performance, will be paid to TEC upon the conclusion of the 2008 summer season. TEC will then distribute payments owed to end-use customers enrolled on the Pilot Program. Customers who enroll in this Pilot Program will continue to receive electric service under the terms and conditions of the customer's OAT.

1. Incentive Payments: TEC will receive an incentive payment of \$12.50 per kW of CLR during each summer season calendar month, up to a maximum of \$50 per kW of CLR (defined in Special Condition 7) for the summer season.

(Continued)

(To be inserted by utility)

Advice 2169-E
Decision 06-03-024

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Oct 18, 2007
Effective _____
Resolution _____

Schedule IBEC
IRVINE BUSINESS ENERGY COALITION

Sheet 2

(Continued)

RATES (Continued)

2. Shortfall Reserve Fund: The Shortfall Reserve Fund (SRF) is a fund established to provide TEC with additional incentive for meeting their CLR during IBEC Events, to be paid at the end of the Pilot Program. It shall be funded by SCE at a rate of \$6.25 per kW of CLR during each IBEC Event calendar month up to a maximum of \$25/kW of CLR for the summer season. The SRF is in addition to Incentive Payments to TEC. If TEC fails to deliver at least 50 percent of it CLR(s) during each hour of each IBEC Event, a penalty is assessed against the SRF. Adjustments to the SRF contribution are assessed based on the Customer Group's load curtailment rather than individual customer performance. Any positive balance in the SRF at the conclusion of the Pilot Program, if any, will be paid to TEC for further distribution to enrolled customers per TEC's agreement with such customers. The SRF will be calculated as follows:

For each hour of each IBEC Event for the duration of the Pilot Program, the SRF contribution shall be calculated by taking the Recorded Reduced Energy (RRE) as a percentage of the CLR, as shown in the table below:

RRE / CLR	=	SRF
100% or more		100%
90%-99.99%		90% - 100% (proportional to RRE)
75%-89.99%		50%
50%-74.99%		0%
< 50 %		0%

- a. For each hour of each IBEC Event when the RRE is at least 100 percent of the CLR, then the SRF contribution shall equal 100 percent of the CLR times \$6.25, divided by the number of IBEC Event hours in that calendar month. However, all additional RRE above 100 percent of the CLR shall not be eligible for compensation.
- b. For each hour of each IBEC Event, when the RRE is at least 90 percent of the CLR, but less than 100 percent of the CLR, the SRF contribution shall be the RRE times \$6.25, divided by the number of IBEC Event hours in that calendar month.
- c. For each hour of each IBEC Event, when the RRE is at least 75 percent of the CLR, but not more than 89.99 percent of the CLR, the SRF contribution shall be 50 percent of the RRE times \$6.25, divided by the number of IBEC Event hours in that calendar month.
- d. For each hour of each IBEC Event, when the RRE equals 74.99 percent or less, but more than 50 percent of the CLR, the SRF contribution shall be \$0.00.
- e. For each hour of each IBEC Event, when the RRE is less than 50 percent of the CLR, the SRF contribution shall be \$0.00 for that hour and a penalty calculated as the actual RRE minus 50 percent of the CLR times \$6.25, divided by the number of IBEC Event hours in that calendar month.
- f. Penalties are capped at the SRF for the summer season.

(Continued)

(To be inserted by utility)

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Decision 06-03-024

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Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Oct 18, 2007
Effective _____
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Schedule IBEC
IRVINE BUSINESS ENERGY COALITION

Sheet 3

(Continued)

SPECIAL CONDITIONS:

1. IBEC Events:
 - a. An IBEC Event may only be triggered on any summer season weekday from June 1 through September 30 of the pilot year, between the hours of noon to 8 p.m., Monday through Friday, excluding holidays. IBEC Events will be for a minimum of two hours, not to exceed five hours for a single IBEC Event, with a maximum of five IBEC Events per calendar month and a maximum of 100 hours during the Pilot Program summer season.
 - b. Holidays include Independence Day (July 4) and Labor Day (first Monday in September). When any holiday listed above falls on Sunday, the following Monday will be recognized as a non-IBEC Event period. No change will be made for holidays falling on Saturday.
 - c. Day-Of and Day-Ahead IBEC Events will be called at SCE's discretion. The criteria for calling IBEC Events may be caused by, but not limited to, any one of the following:
 - i. ISO emergencies, defined as a Stage 1 Event or higher;
 - ii. Load and/or price forecasts;
 - iii. Extreme or unusual temperature conditions impacting system demand;
 - iv. SCE procurement needs;
 - v. Measurement and evaluation purposes.
2. Notification of IBEC Event: SCE will notify TEC of an IBEC Event via SCE's notification system. SCE's primary notification method will be via telephone call, but TEC may also elect to receive notification via pager, electronic mail, cellular telephone, or by fax as a courtesy. If SCE cannot contact TEC on the first attempt, at least two more attempts will be made. However, SCE does not guarantee TEC receipt of the notification. TEC will be responsible for receipt of such notification and to notify its customers of the IBEC Event.
 - a. Notification of Day-Of IBEC Events: SCE will begin to notify TEC 75 minutes prior to a Day-of IBEC Event.
 - b. Notification of Day Ahead IBEC Events: SCE will begin to notify TEC by 2:45 p.m. the day before a Day-Ahead IBEC Event.
3. Firm Service Level: Firm Service Level (FSL) is the maximum demand SCE is expected to supply and/or deliver during an IBEC Event. TEC will determine the FSL of each customer service account in a Customer Group, and once determined such FSL will be set for the term of the customer service account's enrollment in the Pilot Program. The FSL measured at the customer service account level will be summed up to the group level for each Customer Group. During an IBEC Event, TEC shall require each Customer Group to reduce load to its specified FSL.
4. Customer Group: A Customer Group is an aggregated group of service accounts of qualifying end-use customers enrolled by TEC in the Pilot Program.
5. Calendar Billing: TEC will commence participation under the provisions of this Schedule on the first day of the calendar month and each service account enrolled in a Customer Group will be placed on a calendar-billed cycle to avoid proration. In addition, requests from TEC to remove a service account from a Customer Group under this Schedule will be conducted on the next regularly scheduled meter read date coinciding with the first day of the following month. Once a service account is removed from a Customer Group, they will not be allowed to rejoin the Pilot Program.

(Continued)

(To be inserted by utility)

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Vice President

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Schedule IBEC
IRVINE BUSINESS ENERGY COALITION

Sheet 4

(Continued)

SPECIAL CONDITIONS (Continued)

6. Energy Baseline. The Energy Baseline (EB) is used to determine the Customer Group's RRE for each IBEC Event. The EB is the average of the maximum on-peak demand for each of the last two years of each customer service account in a Customer Group, using the hours of the IBEC Event window.
7. Committed Load Reduction: This is the total load in kW that TEC will require each Customer Group to reduce during an IBEC Event. The Committed Load Reduction (CLR) will be calculated as the sum of each customer service account's FSL subtracted from the EB for the Customer Group.
8. Recorded Reduced Energy: The Recorded Reduced Energy (RRE) equals the difference between the EB and the recorded kWh during each hour of an IBEC Event.
9. Metering and Notification Equipment: End-use customers must have the required metering equipment, KYZ pulse output device, and Internet access in place prior to enrolling in the Pilot Program. Each service account must have an interval meter with a KYZ pulse output device to interface with the Pilot Program's communication system. If required, the KYZ pulse output device will be provided and installed by SCE. All costs associated with the KYZ output device and installation will be paid by TEC. TEC shall require its customers to maintain a dedicated telephone line or Ethernet connection to transmit Pilot Program load data.
10. Direct Access (DA) and Community Choice Aggregation Service (CCA-Service): TEC shall require each DA or CCA-Service customer to make any necessary arrangements with their Energy Service Provider (ESP) or Community Choice Aggregator (CCA) before enrolling in the Pilot Program. In addition, TEC shall require such customers to notify their ESP or CCA when an IBEC Event has been called. Furthermore, if a participant receiving DA or CCA-Service owns its own meter or has a meter provided by an ESP or CCA, the meter must be capable of providing the proper pulse data interface between the metering system and KYZ output device.
11. Agreements: An agreement between TEC and each end-use customer enrolled in the Pilot Program is required. In addition, the Irvine Business Energy Coalition (IBEC) Pilot Program Facilitator Agreement (Form 14-787) between SCE and TEC is required for TEC's participation under this Schedule.
12. Essential Use Customers. End-use customers enrolled in the Pilot Program 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 portion of the groups FSL at no less than 50 percent of its own average maximum demand. SCE may find the end-use customer ineligible to participate through TEC under this Schedule.

(Continued)

(To be inserted by utility)

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Vice President

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Southern California Edison
Rosemead, California (U 338-E)

Original
Cancelling

Cal. PUC Sheet No. 43115-E
Cal. PUC Sheet No.

Sheet 1

IRVINE BUSINESS ENERGY COALITION
(IBEC) PILOT PROGRAM
FACILITATOR AGREEMENT

FORM 14-787

(Continued)

(To be inserted by utility)

Advice 2169-E

Decision 06-03-024

1W14

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed Oct 18, 2007

Effective _____

Resolution _____

IRVINE BUSINESS ENERGY COALITION (IBEC) PILOT PROGRAM FACILITATOR AGREEMENT

This Agreement ("Agreement") for The Energy Coalition Participating in the Irvine Business Energy Coalition Program is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between Southern California Edison Company ("SCE"), a corporation organized and existing under the laws of the State of California, and _____ ("Facilitator"), a _____ organized and existing under the laws of the State of _____. SCE and Facilitator may sometimes be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the California Public Utilities Commission ("CPUC") has authorized the Irvine Business Energy Coalition Program ("IBEC"), a pilot program set forth in SCE's Schedule IBEC, ("Schedule IBEC"), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby SCE pays Facilitator for participating in Schedule IBEC; and

WHEREAS, the CPUC has authorized the participation of Facilitator in Schedule IBEC, and Facilitator desires to participate in SCE's IBEC subject to the applicable SCE tariff rules and Schedule IBEC.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. FACILITATOR'S OBLIGATIONS

- A. Subject to Schedule IBEC. Facilitator's status in SCE's IBEC shall be as a "Facilitator" under Schedule IBEC. Facilitator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule IBEC, as such rules and regulations may be amended from time to time. If the CPUC approves any modification to Schedule IBEC, any such modification shall be incorporated herein and this Agreement will continue in full force and effect as to Schedule IBEC as so modified, unless and until the Parties execute a new agreement, or unless and until SCE or Facilitator terminates this Agreement.
- B. Customer Group. Facilitator shall group customer service accounts, located within the City of Irvine and SCE's service territory, for purposes of receiving service under Schedule IBEC as a Facilitator. Such Facilitator shall receive payments or when applicable pay penalty charges, whereby it is the Facilitator who is served under Schedule IBEC, not the individual customers of Facilitator. Facilitator shall be solely responsible for having the appropriate contractual or other arrangements with each customer within Facilitator's Customer Group. SCE shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Facilitator acknowledges and agrees that it is the Facilitator, not the customer, who is subject to the terms and conditions of Schedule IBEC and this Agreement.
- C. Facilitator Service Establishment. The following requirements must be satisfied before Facilitator can provide Facilitator services and be eligible to receive payments from SCE in connection with Schedule IBEC:
1. The Facilitator must submit an executed Irvine Business Energy Coalition (IBEC) Pilot Program Facilitator Agreement.
 2. Facilitator must satisfy SCE's creditworthiness requirements as specified in Section IV below.
 3. For each Customer Group, SCE has (i) determined that each customer service account that Facilitator identifies for inclusion in the Customer Group is eligible for participation; (ii) verified that the requisite interval metering with a KYZ pulse output device installed at each customer service account location; and (iii) reconfigured the customer service accounts in the Customer Group to be on a calendar-billed cycle.

- D. Required List of Customer Service Accounts in the Customer Group. Once Facilitator has entered into the appropriate contractual or other arrangements with each customer who has agreed to participate in the Customer Group, Facilitator shall deliver to SCE a "Notice by Facilitator to Establish, Revise or Terminate a Customer Group," attached hereto as **Attachment B**, by facsimile or email to:

SCE Tariff Programs and Services
Attn: IBEC Program Manager
Facsimile: 626-633-3460
Email: DRP@sce.com

Mail the signed original to: SCE Tariff Programs and Services
Attn: IBEC Program Manager
Southern California Edison Company
P.O. Box 800
Rosemead, CA 91770

Once the Customer Group is established, Facilitator may add or delete customer service accounts to/from that Customer Group or terminate a Customer Group by delivering to SCE a Notice by Facilitator to Establish, Revise or Terminate a Customer Group (**Attachment B**) and an Amendment to this Agreement, a form of which is attached hereto as **Attachment E**.

- E. Ensure Necessary Arrangements with Scheduling Coordinators for CCA and DA Customers. Facilitator shall be solely responsible for having the appropriate contractual or other arrangements with the Scheduling Coordinator (SC) for the electric service provider of each CCA and DA customer with service accounts that are included in a Facilitator's Customer Group, and for complying with the Scheduling Coordinator to Scheduling Coordinator (SC-to-SC) Protocol attached hereto as **Attachment F**, to ensure that SCE's SC receives a delivery in the congestion zone in which the Facilitator's DA or CCA customer service account(s) is located. The trade shall be scheduled as a SC-to-SC transfer to the congestion zone in which the DA customer and/or CCA customer is located. Facilitator shall not be entitled to any incentive payment from SCE for load reductions during an IBEC Event unless SCE's receives a SC-to-SC trade for such load reductions prior to an IBEC Event. If a SC-to-SC transfer of a sufficient capacity is not delivered to SCE, the Facilitator's performance shall be deemed zero for the purpose of calculating payments and penalties due under Schedule IBEC. SCE shall not be responsible for enforcing requirements applicable to the performance of the SC.
- F. Secure Customer Participation in Measurement and Evaluation Activities. Facilitator shall agree, and shall cause each customer service account of a Facilitator's Customer Group(s) to agree, to (i) allow the California Energy Commission (CEC) and/or the CPUC and their authorized representatives reasonable access to customer's facilities to conduct measurement and evaluation activities related to IBEC; and (ii) participate in and complete all evaluation surveys received from SCE and/or the CEC or the CPUC related to IBEC. Facilitator's failure to secure these agreements may result in the termination of this Agreement and/or a determination by SCE that Facilitator is ineligible for service under Schedule IBEC.
- G. Timeliness and Due Diligence. Facilitator shall exercise due diligence in meeting its obligations and deadlines under Schedule IBEC and this Agreement so as to facilitate customer participation through Facilitator in IBEC.

II. GENERAL TERMS

- A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule IBEC.
- B. SCE Not Liable for Facilitator Service. SCE has no obligations to a customer with one or more service accounts participating in Facilitator's Customer Group in IBEC. Such customer must look to Facilitator to carry out the responsibilities associated with Facilitator's service.
- C. Customer-Specific Usage or Meter Data. SCE will provide customer-specific usage or meter data to Facilitator, provided SCE has received written authorization from the customer to release such information to Facilitator, in the form attached hereto as **Attachment C** ("Authorization to Receive Customer Information or Act on a Customer's Behalf"). Subject to the customer's authorization, SCE will provide a maximum of the most recent 24 months of customer usage data or the amount of data available for that specific service account. Customer information will be released to the customer or its authorized agent up to two times per year per service account at no cost to the customer as specified in the Customer Information Service Request form. Thereafter, SCE will have the ability to assess a processing charge. An authorized agent receiving such customer information will not further release the information to others without the customer's explicit consent.
- D. Customer Inquiries. Customer inquiries concerning Facilitator's services should be directed to Facilitator.
- E. Additional Terms and Conditions. Additional terms and conditions of Facilitator's participation in IBEC are set forth in **Attachment D** hereto.

III. LIMITATION OF LIABILITIES

SCE shall not be liable to the customer or Facilitator for any damages caused by SCE's conduct in compliance with, or as permitted by, Schedule IBEC or other tariffs, this Agreement and associated legal and regulatory requirements related to IBEC.

SCE's liability to Facilitator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in SCE's performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall SCE be liable to Facilitator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

SCE shall not be liable to any customer for any damages caused to the customer by any failure by Facilitator to comply with SCE's tariffs, this Agreement and associated legal and regulatory requirements related to IBEC service.

The CPUC shall have initial jurisdiction to interpret, add, delete or modify any provision of Schedule IBEC or this Agreement, and to resolve disputes regarding SCE's performance of its obligations under Schedule IBEC or other tariffs, or this Agreement.

SCE shall not be liable to the customer for any damages caused by Facilitator's failure to perform any commitment to the customer.

Facilitator is not SCE's agent for any purpose. SCE shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by Facilitator in connection with soliciting customers for Facilitator's services or performing any of its functions in IBEC.

IV. CREDIT REQUIREMENTS

- A. **Credit Requirements.** SCE shall require Facilitator to establish its creditworthiness through evaluations, deposits, or other security in the manner described below to cover Facilitator's payment liabilities to customers incurred as a result of customers' participation in a Facilitator's Customer Group under the terms and conditions of Schedule IBEC. Facilitator may establish its creditworthiness through any one of the following. Upon the establishment of such creditworthiness, SCE upon request will refund Facilitator's security deposits, if any, then being held to secure payment of liabilities to customers incurred as a result of customers' inclusion in Facilitator's Customer Group under the terms and conditions of Schedule IBEC.
1. **Credit Evaluation.** Facilitator with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, is deemed to be creditworthy unless SCE determines that a material change in the Facilitator's creditworthiness has occurred. SCE requires Facilitator to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by SCE, with final credit approval granted by SCE. This evaluation will be completed within 10 business days. Credit reports will remain strictly confidential between the credit analysis agency and SCE. A credit application processing fee, as approved by the CPUC, may be charged to offset the cost of determining the Facilitator's creditworthiness.
 2. **Security Deposits.** Facilitator may submit and maintain a cost-based security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be twice the estimated monthly payment liabilities to customers incurred as a result of customers' participation in Facilitator's Customer Group participating in IBEC, where the estimate is based on the last 12 months of data for such customers' participation in Facilitator's Customer Group. The initial value of the security deposit will be estimated by SCE for Facilitator to cover its expected customer base and will be adjusted as necessary from time to time to meet the security requirements based on changes in Facilitator's customer base. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution acceptable to SCE, (3) surety bonds, defined as renewable and issued by a major insurance company acceptable to SCE, or (4) guarantees from Facilitator's parent company or subsidiary with a credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, unless SCE determines that a material change in the guarantor's creditworthiness has occurred, or, in other cases, through the credit evaluation process described above. Security deposits must be posted with SCE prior to Facilitator's participation in IBEC. Security deposits posted with SCE which are in excess of outstanding liabilities owed to SCE and/or customers who participated in Facilitator's Customer group will be returned to Facilitator within approximately 60 days after the expiration or termination of this Agreement.

3. Security Deposit Payment Timetable. Facilitator is obligated to post a security deposit with SCE prior to Facilitator's participation in IBEC. Such a deposit shall not be required until three days before Facilitator can participate in IBEC or be listed by SCE as Facilitator, whichever comes earlier. Unless and until Facilitator's security deposit is received, Facilitator shall not be entitled to participate in IBEC or receive any payments as specified in Schedule IBEC. Facilitator's failure to timely post the required security deposit may result in the termination of this Agreement and/or a determination by SCE that Facilitator is ineligible to participate in IBEC.
4. Interest on Cash Deposit. SCE will pay interest on cash deposits, except as provided below, calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or credit to Facilitator's account. The interest rate applicable in each calendar month shall be set forth in Rule 7; except that when a refund is made within the first fifteen days of a calendar month the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made.
5. Ongoing Maintenance of Credit. To assure continued validity of established unsecured credit, Facilitator shall promptly notify SCE of any material change in its credit rating or financial condition. Facilitator shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to SCE upon request. In the event SCE determines that Facilitator's, or Facilitator's guarantor's, creditworthiness has materially changed, as set forth above, and Facilitator does not rectify or provide a security deposit commensurate with the change in creditworthiness, then SCE may terminate this Agreement pursuant to Section VIII below.
6. Additional Documents. Facilitator shall execute and deliver all documents and instruments (including, without limitation, security agreements and SCE financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to SCE.

V. PAYMENT

- A. Payment Terms. During the term of this Agreement, SCE shall make any payments (after deducting any penalties due to SCE) due to Facilitator pursuant to the terms and conditions of Schedule IBEC within sixty (60) calendar days following the end of SCE's summer season by issuing a bill credit or a check payable to Facilitator and mailed to the following address:

Name: _____
Attention: _____
Address 1: _____
Address 2: _____
City, State, Zip: _____

- B. Disputed Bills or Charges. Facilitator agrees to resolve any disputed bills and/or charges in accordance with the "Resolution of Disputes" provision of Section XII.D below.

VI. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.

Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

With each submission of a "Notice by Facilitator to Add/Delete SCE Customer Service Accounts," adding a customer service account, and until such time as Facilitator submits such Notice for the removal of such customer from Facilitator's representation, Facilitator represents and warrants that:

- A. Each customer participating in Facilitator's Customer Group has voluntarily elected to such participation;
- B. Facilitator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Facilitator to receive payments from and to pay penalty charges to SCE under the terms and conditions of Schedule IBEC.

VII. TERM

The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until December 31, 2008 unless earlier terminated pursuant to Section VIII below.

VIII. TERMINATION

- A. Termination at CPUC Direction. SCE may terminate this Agreement upon fifteen (15) days written notice to Facilitator if the CPUC orders the termination of this Agreement or Schedule IBEC.
- B. Termination for Default: Either Party may terminate this Agreement upon written notice to the other Party if the other Party breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of the breach.
- C. Effect of Termination. Upon Facilitator's termination or SCE's issuance of a notice of termination of this Agreement for default by Facilitator, SCE shall at its sole discretion have the right to solicit the direct participation in IBEC of customers who had participated in Facilitator's Customer Group who are eligible to participate directly in IBEC.

IX. INDEMNIFICATION

- A. Indemnification of SCE. To the fullest extent permitted by law, Facilitator shall indemnify, defend and hold harmless SCE, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants and obligations of Facilitator under this Agreement, (b) any act or omission of Facilitator, whether based upon Facilitator's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Facilitator's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the willful misconduct of SCE or SCE's sole negligence.

- B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Facilitator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Facilitator may exist with respect to such Claim. If a conflict precludes Facilitator from assuming the defense, then Facilitator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Facilitator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Facilitator of any of its obligations hereunder.

- C. Survival. Facilitator's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

X. NOTICES

- A. Mailing Address. Except for payments, which shall be made pursuant to Section V above, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by SCE and Facilitator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified or other overnight mail, (c) delivered in hand, or (d) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Facilitator:

 Phone: _____
 Facsimile: _____

To SCE:

 Phone: _____
 Facsimile: _____

- B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

XI. CONFIDENTIALITY

- A. Confidentiality. Facilitator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Facilitator, without the express prior written consent of SCE. As used herein, the term "Confidential Information" means proprietary business, financial and commercial information pertaining to SCE, customer names and other information related to customers, including energy usage data ("Customer Information"), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Facilitator prior to obtaining the same from SCE; (b) information in the public domain at the time of disclosure by Facilitator; (c) information obtained by Facilitator from a third party who did not receive the same, directly or indirectly, from SCE; or (d) information approved for release by express prior written consent of an authorized representative of SCE.
- B. Use of Confidential Information. Facilitator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Facilitator agrees to use at least the same degree of care Facilitator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.
- C. Authorized Disclosure. Notwithstanding any other provisions of this Section XI, Facilitator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Facilitator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Facilitator shall provide SCE with prompt written notice of any such requirement so that SCE (with Facilitator's assistance if requested by SCE) may seek a protective order or other appropriate remedy.
- D. Term. The confidentiality provisions set forth in this Section XI shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of SCE's disclosure of such Confidential Information to Facilitator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.
- E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section XI and the obligations of Facilitator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section XI by Facilitator, SCE shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to SCE.

XII. MISCELLANEOUS

- A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Facilitator hereunder, shall not be further transferred or assigned by Facilitator without the prior written consent of SCE. Any assignment in violation of this section shall be void.
- B. Independent Contractor. Facilitator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with SCE.
- C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in Los Angeles, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.
- D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute. Any dispute or need for interpretation arising out of this Agreement which cannot be resolved after discussion between the Parties shall be submitted to the CPUC for resolution.
- E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.
- F. Governmental Actions. This Agreement shall be subject to the continuing jurisdiction of the CPUC and all orders, rules, regulations, decision or actions of any governmental entity (including a court) having jurisdiction over SCE or this Agreement. The Agreement is subject to such changes or modifications by the CPUC as it may direct from time to time in the exercise of its jurisdiction.
- G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.
- Attachment A: Schedule IBEC*
Attachment B: Notice by Facilitator to Establish or Revise Customer Group
Attachment C: Customer Authorization for Release of Information
Attachment D: Additional Terms and Conditions of Facilitator' Participation in IBEC
Attachment E: Amendment to Irvine Business Energy Coalition (IBEC) Pilot Program Facilitator Agreement
- H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which, by their nature, survive completion or termination. Such provision shall include, without limitation, Sections IX and XI.

- I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of SCE and Facilitator have executed this Agreement as of the Effective Date.

SCE:
SOUTHERN CALIFORNIA EDISON COMPANY

FACILITATOR:

By: _____
Signature: _____
Name: _____
Title: _____

By: _____
Signature: _____
Name: _____
Title: _____

ATTACHMENT A
SCHEDULE IBEC

ATTACHMENT B

NOTICE BY FACILITATOR TO ESTABLISH OR REVISE CUSTOMER GROUP

ATTACHMENT B

Notice by Facilitator to Establish, Revise or Terminate Customer Group

Instructions: Facilitator, use this form to officially notify Southern California Edison Company (SCE) of your intent to (i) establish Customer Group, or (ii) to revise an established Customer Group or (iii) terminate an established Customer Group. Send the completed notice to the SCE Tariff Programs and Services Department by U.S. mail or by facsimile or email. However, the original must be mailed as soon as possible if the notice was faxed or emailed.

Fax to: Tariff Programs and Services
Attn: IBEC Manager
626-633-3460

Mail signed original to: Tariff Programs and Services
Attn: IBEC Manager
Southern California Edison Company
P.O. Box 800
Rosemead, CA 91770

E-mail: DRP@sce.com

Section 1:

Facilitator Name: The Energy Coalition

Facilitator submits this form to (check one):

- Establish Customer Group. Complete the steps set forth in Section 2 below.
- Revise existing Customer Group. Complete the steps set forth in Section 3 below.
- Terminate SCE Customer Group Code(s): _____.

Section 2: Establishing Customer Group.

1. List all customer service accounts to be included in Customer Group on the attached **Table 1**.
2. Submit signed Customer Declarations from each customer with service accounts in Customer Group.
3. Complete Attachment D.

Section 3: Revising an Existing Customer Group.

SCE Customer Group Code: _____

1. List all customer service accounts to be included in Customer Group (as revised) on the attached **Table 1**.
2. Indicate whether any service accounts are newly added to the Customer Group (as revised), and submit a signed Customer Declaration(s) for such accounts. *All customer service accounts that were previously included in the Customer Group but are not listed on Table 1 for inclusion in the Customer Group (as revised) shall automatically be deleted from the Customer Group as of the effective revision date.*
3. Complete and sign Attachment D and Attachment E and attach them to this Notice.

Establishing or revising a Customer Group becomes effective once all customer service accounts are deemed eligible prior to the beginning of the next operational month. Terminating a Customer Group shall be effective upon receipt of this Notice.

Facilitator's Authorized Representative: _____

Signature: _____

Date signed: _____

TABLE 1

List of All Customer Service Accounts to be Included in Customer Group

Facilitator Name: The Energy Coalition SCE's Assigned Customer Group Code: _____

All customer service accounts in a Customer Group must be either Bundled, Direct Access (DA), or Community Choice Aggregation (CCA). Indicate whether the Customer Group consists of Bundled, DA or CCA accounts:

_____.

List **all** customer service accounts to be included in the Customer Group below:

No.	SCE Service Account Number	Customer Name	Service Address, City, Zip	Adding to Customer Group? If yes, attach signed Customer Declaration
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Add pages as needed

ATTACHMENT C
CUSTOMER AUTHORIZATION FOR RELEASE OF INFORMATION

ATTACHMENT D

ADDITIONAL TERMS AND CONDITIONS OF FACILITATOR'S PARTICIPATION IN IBEC

ATTACHMENT D
ADDITIONAL TERMS AND CONDITIONS OF FACILITATOR'S PARTICIPATION IN IBEC

Facilitator Name: The Energy Coalition Customer Group Code: _____

1. FACILITATOR SHALL:

1.1 Participate in SCE's IBEC as follows:

- a. Firm Service Level for Customer Group: _____kW (FSL)
- b. Estimated Maximum Demand of Customer Group: _____kW (Max Dem)
- c. Load Reduction of Customer Group: _____kW (Max Dem minus FSL)

SCE:
SOUTHERN CALIFORNIA EDISON COMPANY

FACILITATOR:

By: _____

By: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT E
AMENDMENT TO THE IRVINE BUSINESS ENERGY COALITION (IBEC) PILOT PROGRAM
FACILITATOR AGREEMENT

ATTACHMENT E
AMENDMENT TO IRVINE BUSINESS ENERGY COALITION (IBEC) PILOT PROGRAM
FACILITATOR AGREEMENT

This Amendment to the IRVINE BUSINESS ENERGY COALITION (IBEC) PILOT PROGRAM FACILITATOR AGREEMENT (the Agreement) is entered into between SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and The Energy Coalition ("Facilitator").

SCE and Facilitator entered into the Agreement, effective _____, in which Facilitator agreed to participate in SCE's (IBEC). Facilitator requests that the following changes to its participation in IBEC, which shall become effective after meeting all eligibility requirements.

(check appropriate box(es) and provide requested information):

SCE Customer Group Code: _____

Firm Service Level for Customer Group: From _____ To _____

Estimated Maximum Demand of Customer Group: From __To _____

Load Reduction of Customer Group: _____kW

Revise the Customer Group in accordance with the completed Notice by Facilitator to Establish or Revise an Customer Group, dated _____, 20____, and attached hereto [ATTACH COMPLETED NOTICE].

Except as modified and amended herein, all other terms and conditions the Agreement shall remain in full force and effect.

This Amendment shall be effective as of this ____ day of _____.

SOUTHERN CALIFORNIA EDISON COMPANY:

FACILITATOR:

By _____
Vice President

By: _____

Title: _____

Date: _____

Date: _____



2244 Walnut Grove Avenue
Rosemead, CA 91770

ATTACHMENT F
SC-TO-SC TRADE PROTOCOL

ATTACHMENT F SC-TO-SC TRADE PROTOCOL

Each business day following SCE notification of an Event, Facilitator shall perform an “SC-to-SC” trade to SCE or its authorized agent at least 1/2 hour in advance of the CAISO Hour-Ahead scheduling time-line equivalent to the demand reduction set forth in SCE’s notification for that hour.

Market Redesign and Technology Upgrade (MRTU)

The foregoing protocols are intended for implementation under the current CAISO electric market structure. At this time, the precise treatment of demand response by the CAISO under MRTU is uncertain. SCE reserves the right to modify this protocol so that utilization of demand response can be consistent with MRTU requirements.



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An EDISON INTERNATIONAL Company

Lisa Vellanoweth
Manager of Tariffs

November 21, 2007

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

Attn: Honesto Gatchalian
Energy Division

Re: Substitute Sheets for Advice 2169-E

Dear Mr. Gatchalian:

Enclosed are an original and four copies of Attachment A, in pertinent part, and Substitute Sheet No. 43112-E* for Advice 2169-E. This substitute sheet is necessary to correct two errors of omission under 2.Shortfall Reserve Fund in the Rates section of Schedule IBEC. The text “, divided by the number of IBEC Event hours in that calendar month” where inadvertently omitted from Sections “a” and “e”. This substitute sheet will ensure that all appropriate, approved revisions are contained in the affected tariff sheet.

Please include the enclosed sheets in your master Advice 2169-E. If you have any questions, please contact Lisa Foulds at (626) 302-2010.

Sincerely,

Enclosures
2169-ESub.doc

cc. GO 96A
A.05-06-006 et al.