

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298

EXCEPTION MAIL

SEP 15 2004

CASE ADMINISTRATION
SCE LAW DEPARTMENT

SEP 16 2004

REVENUE & TARIFFS DEPT.



Advice Letter 1805-E/1805-E-A

September 13, 2004

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

Reference: Modifications to the demand response programs for large customers

Dear Mr. Jazayeri:

Advice Letter 1805-E/1805-E-A is effective July 29, 2004. A copy of the advice letter is included herewith for your records.

Sincerely,

A handwritten signature in cursive script that reads "Paul Clanon".

Paul Clanon, Director
Energy Division

jjr

July 29, 2004

ADVICE 1805-E-A
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: **Modifications to the Demand Response Goals and Programs for Large Customers**

In compliance with the Administrative Law Judge's Ruling Approving Schedule and Plan for the Statewide Pricing Pilot and Evaluation and Customer Research Activities and Establishing Process for Evaluation of Proposed 2005 Price Responsive Demand Programs (Ruling) issued on June 2, 2004 in Rulemaking (R.) 02-06-001, and Resolution E-3881 issued on July 8, 2004, Southern California Edison Company (SCE) hereby submits for filing the following changes to its tariff schedules and filed forms. The revised tariff sheets and filed forms are listed on Attachment A and are attached hereto.

PURPOSE

This advice filing is made in compliance with Resolution E-3881 and the Ruling to modify the Critical Peak Pricing (CPP) rate schedules for certain Commercial, Industrial and Agricultural service customers with loads above 200 kW, and to revise the Demand Bidding Program (DBP) rate schedule and the DBP Agreement (Form 14-741). The modified tariff sheets and filed forms conform to the technical requirements for these programs, as described in Decision (D.) 03-06-032, and as further modified by both the Ruling and Resolution E-3881.

BACKGROUND

In June 2002, in R.02-06-001, a policymaking and implementation structure consisting of three working groups (WGs) was created to develop demand response programs as a resource to enhance electric system reliability, reduce power purchase and individual consumer costs, and protect the environment. One of these working groups, WG2, focused on developing demand response programs aimed at large customers whose demand exceeds 200 kW.

On June 5, 2003, the California Public Utilities Commission (Commission) issued D.03-06-032 to address statewide demand response goals and adopt an initial set of voluntary tariffs and programs for large customers whose demand exceeds 200 kW. D.03-06-032 also established annual Megawatt (MW) targets to be met through demand response programs.

D.03-06-032 is specific to the proposals submitted by WG2, whose mission is to expand “demand response capabilities by developing a tariff or set of tariffs to be used for large customers with average monthly demands of 200 kW and above.”¹

In D.03-06-032, the Commission adopted three programs for the investor-owned utilities (IOUs) to offer to large customers on a statewide basis: (1) the CPP rate schedule, (2) the IOU DBP with a price and reliability component, and (3) the California Power Authority’s Demand Reserves Partnership (DRP) Program.

On July 3, 2003, SCE submitted Advice 1714-E-A in compliance with Ordering Paragraph 28 of D.03-06-032. Advice 1714-E-A established CPP Schedules for certain Commercial, Industrial and Agricultural service customers and revised the DBP Schedule.

On June 14, 2004, SCE submitted Advice 1805-E in compliance with Ordering Paragraph 3 of the Ruling.

On July 8, 2004, the Commission’s Energy Division issued Resolution E-3881, approving, with modifications, Advice 1805-E. In order to implement the modifications ordered in Ordering Paragraphs 1 through 3 of Resolution E-3881, SCE is submitting Supplemental Advice 1805-E-A. Therefore, pursuant to Resolution E-3881, Supplemental Advice 1805-E-A replaces, in its entirety, Advice 1805-E, and implements the following program modification:

- Eliminate the 3% performance requirement for the bill protection incentive in Schedules TOU-8-CPP, GS2-TOU-CPP, and TOU-PA-CPP. This modification is intended to allow CPP customers to participate in the CPP program during the 2004 summer season, with minimal or no risk associated with such participation. Customers are still eligible to participate in the bill protection incentive but are no longer required to reduce load by 3% on average to be eligible to receive the bill protection incentive.
- Change the required notification of a pending CPP event from one day to two days ahead in Schedules TOU-8-CPP, GS2-TOU-CPP, and TOU-PA-CPP. The increase from a one-day advanced notice to a two-day advanced notice will afford participating CPP customers more time to determine their method of implementing load reductions. Consistent with the Ruling, this modification to the statewide CPP program is only effective for SCE and is only effective for one year, unless this change is modified or extended by the Commission prior to expiring on June 15, 2005.
- The trigger for the CPP program will not change from the currently effective program but will only translate from a day-ahead to two-days ahead trigger, which will give CPP customers twice as much time to prepare for a CPP Event. Consistent with the Ruling, this modification to the statewide CPP program is only effective for SCE and only for one

¹ D.03-06-032, Page 4.

year, unless this change is modified or extended by the Commission prior to expiring on June 15, 2005.

- A minor revision to the DBP Agreement (Form 14-741) that is necessary to correct the cross reference to schedule DBP Special Condition 3, which outlines the customer's Energy Bid.

IMPLEMENTATION COSTS AND SCHEDULE

SCE does not expect to incur any incremental costs associated with the modifications to the CPP program.

SCE is also supportive of the ALJ's direction to the IOUs to "revise their marketing materials and adopt more aggressive marketing and education efforts as recommended by CMTA." Further, SCE commits to work with the other utilities "to develop materials and strategies based on their most successful efforts and to maintain a level of consistency in those materials and strategies that will minimize confusion for customers operating in multiple service territories."

In order to implement this cooperative marketing effort, SCE expects to modify and reprint up to 3,000 joint utility packages for the large power programs and implement a direct mailing campaign, with total costs of up to \$258,000 in 2004 for creative printing and postage. SCE requests that the Commission authorize these expenditures which SCE will track in its Advanced Metering and Demand Response Memorandum Account (AMDRMA).

No cost information is required for this advice filing.

EFFECTIVE DATE

Pursuant to Ordering Paragraph 1 of Resolution E-3881, this Advice Filing shall become effective upon filing, subject to review and approval by the Commission's Energy Division.

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 filing:

IMC Program Manager
c/o Jerry Royer
Energy Division
California Public Utilities Commission
505 Van Ness Avenue, Room 4002
San Francisco, California 94102
Facsimile: (415) 703-2200
E-mail: jjr@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
Director of Revenue and Tariffs
Southern California Edison Company
2244 Walnut Grove Avenue, Rm. 388N
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManger@sce.com

Bruce Foster
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 service list and R.02-06-001. Address change requests to the attached GO 96-A Service List should be directed to AdviceTariffManager@sce.com or (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/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:gcm
Enclosures

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 36529-E* Revised 36530-E Revised 36531-E	Schedule GS2-TOU-CPP Schedule GS2-TOU-CPP Schedule GS2-TOU-CPP	Revised 35784-E Revised 35785-E Revised 35786-E
Revised 36532-E* Revised 36533-E Revised 36534-E	Schedule TOU-8-CPP Schedule TOU-8-CPP Schedule TOU-8-CPP	Revised 35806-E Revised 35807-E Revised 35808-E
Revised 36535-E* Revised 36536-E Revised 36537-E	Schedule TOU-PA-CPP Schedule TOU-PA-CPP Schedule TOU-PA-CPP	Original 34365-E** Original 34366-E** Original 34367-E*
Revised 36540-E	Schedule DBP	Revised 36488-E
Revised 36541-E	Form 14-741	Revised 34394-E**
Revised 36542-E Revised 36544-E Revised 36545-E Revised 36546-E Revised 36547-E Revised 36548-E	Table of Contents Table of Contents Table of Contents Table of Contents Table of Contents Table of Contents	Revised 36416-E Revised 36360-E Revised 36361-E Revised 36177-E Revised 36256-E Revised 36420-E

Schedule GS2-TOU-CPP
GENERAL SERVICE-TIME-OF-USE-DEMAND METERED
CRITICAL PEAK PRICING

Sheet 3

(Continued)

SPECIAL CONDITIONS

1. Time periods are defined as follows:

CPP Moderate-Price Period: Noon to 3:00 p.m. during a CPP Event only

CPP High-Price Period: 3:00 p.m. to 6:00 p.m. during a CPP Event only

On-Peak: Noon to 6:00 p.m. summer weekdays except CPP Moderate-Price Periods, CPP High-Price Periods, and holidays

Mid-Peak: 8:00 a.m. to Noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays

Off-Peak: 8:00 a.m. to 9:00 p.m. winter weekdays except holidays

Off-Peak: All other hours.

Holidays are New Year's Day (January 1), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

The summer season shall commence at 12:00 a.m. on the first Sunday in June and continue until 12:00 a.m. of the first Sunday in October of each year. The winter season shall commence at 12:00 a.m. on the first Sunday in October of each year and continue until 12:00 a.m. of the first Sunday in June of the following year.

2. CPP Events: SCE may, at its discretion, invoke a CPP Event during the summer season time period of Noon to 6:00 p.m., when SCE determines any of the following conditions exist: there is high system peak demand and/or low generation reserves; system constraints; high wholesale market prices; a Los Angeles Civic Center temperature of 87 degrees or above by 2 p.m. two days prior to a CPP Event; special alerts issued by California Independent System Operator (CAISO); and/or for testing/evaluation purposes. SCE will adjust the temperature threshold up or down, over the course of the summer season as necessary, to achieve the CPP program design basis of 12 CPP Events per summer season. (C)

a. SCE reserves the right to cancel a CPP Event up to one day prior to the start of such event. (N)

b. Unless modified or extended by the Commission on or before June 14, 2005, the forecasted Los Angeles Civic Center temperature of 87 degrees or above by 2 p.m. two days prior to a CPP Event, shall revert back to one day prior to a CPP Event, effective June 15, 2005. (N)

3. Number of CPP Events: CPP Events will be invoked by SCE during the summer season and shall be limited to 12 CPP Events. However, for the summer season of 2003, the maximum number of CPP Events will be prorated to account for the late starting date of this program.

4. Notification of a CPP Event: SCE will notify customers of a CPP Event via SCE's notification system. SCE's primary notification method will be via telephone call, but the customer may also elect to receive notification via pager, electronic mail, cellular telephone, or by fax as a courtesy. SCE will begin to notify customers by 3:00 p.m. at least two days before a CPP Event. If SCE cannot contact the customer on the first attempt, at least two more attempts will be made. However, SCE does not guarantee customer receipt of the notification. Customers will be responsible for all charges incurred during a CPP Event, even if actual notice is not received. (T)

a. Unless modified or extended by the Commission on or before June 14, 2005, the Notification of a CPP Event shall revert back to such notification beginning by 3:00 p.m. the day before a CPP Event, effective June 15, 2005. (N)
(N)

(Continued)

(To be inserted by utility)

Advice 1805-E-A
Decision 03-06-032

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jul 29, 2004
Effective Jul 29, 2004
Resolution E-3881

Schedule GS2-TOU-CPP
GENERAL SERVICE-TIME-OF-USE-DEMAND METERED
CRITICAL PEAK PRICING

Sheet 4

(Continued)

SPECIAL CONDITIONS (Continued)

5. Participation in other Programs: Customers served under this Schedule may also participate in SCE's Demand Bidding Program (DBP) or the California Power Authority Demand Reserves Partnership Program (CPA DRP), but will be ineligible for any energy credits under these programs during a CPP Event.
6. Required Metering and Notification Equipment: Prior to participation on this Schedule, a customer must have Interval Metering and a designated primary phone line capable of receiving CPP Event notifications. Metering equipment must be in operation for at least ten (10) days prior to participation on this Schedule to establish a customer's Customer Specific Energy Baseline (CSEB). For participating service accounts without the required interval metering SCE will provide and install such equipment at no cost to the customer through December 31, 2004.
7. Transitional Incentive Options: Two Transitional Incentive Options, Bill Protection and Technical Assistance, are available to customers served under this Schedule. Both Transitional Incentive Options will continue until December 31, 2005, or until funding is exhausted. Customers who do not, or can not, participate in the Bill Protection Option will be subject to the charges under this Schedule at all times. Customers who meet all of the conditions outlined below may participate in one or both of the following Transitional Incentive Options:
 - a. Bill Protection Option:
 - (1) A participating customer may receive a Bill Protection credit for the difference in total charges, when such charges, as calculated under this Schedule, exceed total charges as calculated under the customer's Otherwise Applicable Tariff (OAT), as measured over a period of 14 months from the date the customer elects this option (Commitment Period). For purposes of this Special Condition, a customer's OAT shall be defined as the rate schedule from which the customer transferred from, prior to participation on this rate schedule;
 - (2) This option will be closed to new customers on all CPP Schedules once SCE determines that 200 MWs of potential load reduction is participating on the Bill Protection Option. Additionally, no new customers may start their participation on this option after October 31, 2004;
 - (3) If a participating customer is either voluntarily or involuntarily removed from this Schedule prior to completion of the Commitment Period, such customer shall not receive a Bill Protection credit for the period such customer was served under this Schedule;
 - (4) At the end of the Commitment Period one of the following will occur: (T)
 - (a) If a participating customer's bill, as calculated under this Schedule over the entire Commitment Period is greater than their bill as calculated under their OAT over the entire Commitment Period, then such customer will receive a Bill Protection Credit equal to CPP charges minus OAT charges. (T)
 - (b) If a participating customer's bill, as calculated under this Schedule over the entire Commitment Period is equal to or less than their bill as calculated under their OAT over the entire Commitment Period, then such customer will not receive a Bill Protection Credit. (T)(D)

(Continued)

(To be inserted by utility)

Advice 1805-E-A
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Schedule GS2-TOU-CPP
GENERAL SERVICE-TIME-OF-USE-DEMAND METERED
CRITICAL PEAK PRICING

Sheet 5

(Continued)

SPECIAL CONDITIONS (Continued)

7. Transitional Incentive Options: (Continued)

a. Bill Protection Option: (Continued)

(5) Bill Protection benefits are computed on a cumulative basis at the end of the customer's Commitment Period and, if applicable, a Bill Protection credit shall appear on the customer's bill following the end of the Commitment Period.

(D)
(T)

b. Technical Assistance Option:

(1) The technical assistance option shall enable customers to earn a rebate for professional technical assistance that enhances a customer's ability to respond to curtailment requests for on-peak demand reductions. A customer requesting this incentive may receive a rebate (not to exceed costs) based on \$50 per kW of curtailable on-peak load reduction nominated by the customer through a signed Technical Assistance Incentive Application (Form 14-752). Curtailable on-peak load shall be defined as existing load that is temporarily reduced or shifted to another time period as a result of an CPP Event being issued.

(2) The customer shall receive an incentive payment equal to 50 percent of the rebate following submission of a signed Application (Form 14-752) prepared in conjunction with an audit conducted by a CEC-certified Professional Engineer (P.E) of potential on-peak load reduction.

(3) The remaining 50 percent of the rebate shall be paid after the customer has demonstrated actual peak demand reductions equal to at least 50 percent of their nominated load drop per CPP Event, as averaged over four consecutive CPP months.

(4) The demand (energy) reduction will be determined by the same methodology as defined in the Bill Protection section of this schedule. If the minimum level of demand reduction does not occur, the customer shall not be awarded the remainder of the rebate.

(5) Participants receiving a technical assistance incentive under the Demand Bidding Program (DBP) are ineligible to receive a technical assistance incentive for the same consulting study under this schedule.

(Continued)

(To be inserted by utility)

Advice 1805-E-A
Decision 03-06-032

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jul 29, 2004
Effective Jul 29, 2004
Resolution E-3881

Schedule TOU-8-CPP
TIME-OF-USE-GENERAL SERVICE-LARGE
CRITICAL PEAK PRICING

Sheet 5

(Continued)

SPECIAL CONDITIONS

1. Time periods are defined as follows:

- CPP Moderate-Price Period: Noon to 3:00 p.m. during a CPP Event only
- CPP High-Price Period: 3:00 p.m. to 6:00 p.m. during a CPP Event only
- On-Peak: Noon to 6:00 p.m. summer weekdays except CPP Moderate-Price Periods, CPP High-Price Periods, and holidays
- Mid-Peak: 8:00 a.m. to Noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
- Off-Peak: 8:00 a.m. to 9:00 p.m. winter weekdays except holidays
All other hours.

Holidays are New Year's Day (January 1), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

The summer season shall commence at 12:00 a.m. on the first Sunday in June and continue until 12:00 a.m. of the first Sunday in October of each year. The winter season shall commence at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. of the first Sunday in June of the following year.

2. CPP Events: SCE may, at its discretion, invoke a CPP Event during the summer season time period of Noon to 6:00 p.m. when SCE determines any of the following conditions exist: there is high system peak demand and/or low generation reserves; system constraints; high wholesale market prices; a Los Angeles Civic Center temperature of 87 degrees or above by 2 p.m. two days prior to a CPP Event; special alerts issued by California Independent System Operator (CAISO); and/or for testing/evaluation purposes. SCE will adjust the temperature threshold up or down, over the course of the summer season as necessary, to achieve the CPP program design basis of 12 CPP Events per summer season. (C)

a. SCE reserves the right to cancel a CPP Event up to one day prior to the start of such event. (N)

b. Unless modified or extended by the Commission on or before June 14, 2005, the forecasted Los Angeles Civic Center temperature of 87 degrees or above by 2 p.m. two days prior to a CPP Event, shall revert back to one day prior to a CPP Event, effective June 15, 2005. (N)

3. Number of CPP Events: CPP Events will be invoked by SCE during the summer season and shall be limited to 12 CPP Events. However, for the summer season of 2003, the maximum number of CPP Events will be prorated to account for the late starting date of this program.

4. Notification of a CPP Event: SCE will notify customers of a CPP Event via SCE's notification system. SCE's primary notification method will be via telephone call, but the customer may also elect to receive notification via pager, electronic mail, cellular telephone, or by fax as a courtesy. SCE will begin to notify before a CPP Event. If SCE cannot contact the customer on the first attempt, at least two more attempts will be made. However, SCE does not guarantee customer receipt of the notification. Customers will be responsible for all charge incurred during a CPP Event, even if actual notice is not received. (T)

a. Unless modified or extended by the Commission on or before June 14, 2005, the Notification of a CPP Event shall revert back to such notification beginning by 3:00 p.m. the day before a CPP Event, effective June 15, 2005. (N)
(N)

5. Participation in other Programs: Customers served under this Schedule may also participate on SCE's Demand Bidding Program (DBP) or the California Power Authority Demand Reserves Partnership Program (CPA DRP), but will be ineligible for any energy credits under these programs during a CPP Event.

(Continued)

(To be inserted by utility)

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Decision 03-06-032

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John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jul 29, 2004
Effective Jul 29, 2004
Resolution E-3881

Schedule TOU-8-CPP
TIME-OF-USE-GENERAL SERVICE-LARGE
CRITICAL PEAK PRICING

Sheet 6

(Continued)

SPECIAL CONDITIONS (Continued)

6. Required Metering and Notification Equipment: Prior to participation on this Schedule, a customer must have Interval Metering and a designated primary phone line capable of receiving CPP Event notifications. Metering equipment must be in operation for at least ten (10) days prior to participation on this Schedule to establish a customer's Customer Specific Energy Baseline (CSEB). For participating service accounts without the required interval metering SCE will provide and install such equipment at no cost to the customer through December 31, 2004.
7. Transitional Incentive Options: Two Transitional Incentive Options, Bill Protection and Technical Assistance, are available to customers served under this Schedule. Both Transitional Incentive Options will continue until December 31, 2005, or until funding is exhausted. Customers who do not, or can not, participate in the Bill Protection Option will be subject to the charges under this Schedule at all times. Customers who meet the conditions outlined below may participate on one or both of the following Transitional Incentive Options:
 - a. Bill Protection Option:
 - (1) A participating customer may receive a Bill Protection credit for the difference in total charges, when such charges, as calculated under this Schedule, exceed total charges as calculated under the customer's Otherwise Applicable Tariff (OAT), as measured over a period of 14 months from the date the customer elects this option (Commitment Period). For purposes of this Special Condition a customer's OAT shall be defined as the rate schedule from which the customer transferred from, prior to participation on this rate schedule;
 - (2) This option will be closed to new customers on all CPP Schedules once SCE determines that 200 MWs of potential load reduction is participating on the Bill Protection Option. Additionally, no new customers may start their participation on this option after October 31, 2004;
 - (3) If a participating customer is either voluntarily or involuntarily removed from this Schedule prior to completion of the Commitment Period, such customer shall not receive a Bill Protection credit for the period such customer was served under this Schedule;
 - (4) At the end of the Commitment Period one of the following will occur:
 - (a) If a participating customer's bill, as calculated under this Schedule over the entire Commitment Period is greater than their bill as calculated under their OAT over the entire Commitment Period, then such customer will receive a Bill Protection Credit equal to CPP charges minus OAT charges.
 - (b) If a participating customer's bill, as calculated under this Schedule over the entire Commitment Period is equal to or less than their bill as calculated under their OAT over the entire Commitment Period, then such customer will not receive a Bill Protection Credit.

(D)

(Continued)

(To be inserted by utility)

Advice 1805-E-A
Decision 03-06-032

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Resolution E-3881

Schedule TOU-8-CPP
TIME-OF-USE-GENERAL SERVICE-LARGE
CRITICAL PEAK PRICING

Sheet 7

(Continued)

SPECIAL CONDITIONS (Continued)

7. Transitional Incentive Options: (Continued)

a. Bill Protection Option: (Continued)

(5) Bill Protection benefits are computed on a cumulative basis at the end of the customer's Commitment Period and, if applicable, a Bill Protection credit shall appear on the customer's bill following the end of the Commitment Period.

(D)
(T)

b. Technical Assistance Option:

(1) The technical assistance option shall enable customers to earn a rebate for professional technical assistance that enhances a customer's ability to respond to curtailment requests for on-peak demand reductions. A customer requesting this incentive may receive a rebate (not to exceed costs) based on \$50 per kW of curtailable on-peak load reduction nominated by the customer through a signed Technical Assistance Incentive Application (Form 14-752). Curtailable on-peak load shall be defined as existing load that is temporarily reduced or shifted to another time period as a result of an CPP Event being issued.

(2) The customer shall receive an incentive payment equal to 50 percent of the rebate following submission of a signed Application (Form 14-752) prepared in conjunction with an audit conducted by a CEC-certified Professional Engineer (P.E) of potential on-peak load reduction.

(3) The remaining 50 percent of the rebate shall be paid after the customer has demonstrated actual peak demand reductions equal to at least 50 percent of their nominated load drop per CPP Event, as averaged over four consecutive CPP months.

(4) The demand (energy) reduction will be determined by the same methodology as defined in the Bill Protection section of this schedule. If the minimum level of demand reduction does not occur, the customer shall not be awarded the remainder of the rebate.

(5) Participants receiving a technical assistance incentive under the Demand Bidding Program (DBP) are ineligible to receive a technical assistance incentive for the same consulting study under this schedule.

(Continued)

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Advice 1805-E-A
Decision 03-06-032

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John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jul 29, 2004
Effective Jul 29, 2004
Resolution E-3881

Schedule TOU-PA-CPP
TIME-OF-USE AGRICULTURAL AND PUMPING
CRITICAL PEAK PRICING

Sheet 3

(Continued)

SPECIAL CONDITIONS (Continued)

1. Time periods are defined as follows: (Continued)

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

The summer season shall commence at 12:00 a.m. on the first Sunday in June and continue until 12:00 a.m. of the first Sunday in October of each year. The winter season shall commence at 12:00 a.m. on the first Sunday in October of each year and continue until 12:00 a.m. of the first Sunday in June of the following year.

2. CPP Events: SCE may, at its discretion, invoke a CPP Event during the Summer Season time period of Noon to 6:00 p.m. when SCE determines any of the following conditions exist: there is high system peak demand and/or low generation reserves; high wholesale market prices; a Los Angeles Civic Center temperature of 87 degrees or above by 2 p.m. two days prior to a CPP Event; a special alert issued by California Independent System Operator (CAISO); and/or for testing/evaluation purposes. SCE will adjust the temperature threshold up or down, over the course of the summer season as necessary, to achieve the CPP program design basis of 12 CPP Events per summer season. (C)
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 - b. Unless modified or extended by the Commission on or before June 14, 2005, the forecasted Los Angeles Civic Center temperature of 87 degrees or above by 2 p.m. two days prior to a CPP Event, shall revert back to one day prior to a CPP Event, effective June 15, 2005. (N)
3. Number of CPP Events: CPP Events will be invoked by SCE during the summer season and shall be limited to 12 CPP Events. However, for the summer season of 2003, the maximum number of CPP Events will be prorated to account for the late starting date of this program.
4. Notification of a CPP Event: SCE will notify customers of a CPP Event via SCE's notification system. SCE's primary notification method will be via telephone call, but the customer may also elect to receive notification via pager, electronic mail, cellular telephone, or by fax as a courtesy. SCE will begin to notify before a CPP Event. If SCE cannot contact the customer on the first attempt, at least two more attempts will be made. However, SCE does not guarantee customer receipt of the notification. Customers will be responsible for all charge incurred during a CPP Event, even if actual notice is not received. (T)
 - a. Unless modified or extended by the Commission on or before June 14, 2005, the Notification of a CPP Event shall revert back to such notification beginning by 3:00 p.m. the day before a CPP Event, effective June 15, 2005. (N)
(N)
5. Participation in other Programs: Customers served under this Schedule may also participate on SCE's Demand Bidding Program (DBP) or the California Power Authority Demand Reserves Partnership Program (CPA DRP), but will be ineligible for any energy credit payments under these programs during a CPP Event.
6. Required Metering and Notification Equipment: Prior to participation on this Schedule, a customer must have Interval Metering and a designated primary phone line capable of receiving CPP Event notifications. Metering equipment must be in operation for at least ten (10) days prior to participation on this Schedule to establish a customer's Customer Specific Energy Baseline (CSEB). For participating service accounts without the required interval metering SCE will provide and install such equipment at no cost to the customer through December 31, 2004.

(Continued)

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Advice 1805-E-A
Decision 03-06-032

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jul 29, 2004
Effective Jul 29, 2004
Resolution E-3881

Schedule TOU-PA-CPP
TIME-OF-USE AGRICULTURAL AND PUMPING
CRITICAL PEAK PRICING

Sheet 4

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SPECIAL CONDITIONS (Continued)

7. Transitional Incentive Options: Two Transitional Incentive Options, Bill Protection and Technical Assistance, are available to customers served under this Schedule. Both Transitional Incentive Options will continue until December 31, 2005, or until funding is exhausted. Customers who do not, or can not, participate in the Bill Protection Option will be subject to the charges under this Schedule at all times. Customers who meet the conditions outlined below may participate on one or both of the following Transitional Incentive Options:

a. Bill Protection Option:

- (1) A participating customer may receive a Bill Protection credit for the difference in total charges, when such charges, as calculated under this Schedule, exceed total charges as calculated under the customer's Otherwise Applicable Tariff (OAT), as measured over the a period of 14 months from the date the customer elects this option (Commitment Period). For purposes of this Special Condition, a customer's OAT shall be defined as the rate schedule from which the customer transferred from, prior to participation on this rate schedule;
- (2) This option will be closed to new customers on all CPP Schedules once SCE determines that 200 MWs of potential load reduction is participating on the Bill Protection Option. Additionally, no new customers may start their participation on this option after October 31, 2004;
- (3) If a participating customer is either voluntarily or involuntarily removed from this Schedule prior to completion of the Commitment Period, such customer shall not receive a Bill Protection credit for the period such customer was served under this Schedule;
- (4) At the end of the Commitment Period one of the following will occur:
 - (a) If a participating customer's bill, as calculated under this Schedule over the entire Commitment Period is greater than their bill as calculated under their OAT over the entire Commitment Period, then such customer will receive a Bill Protection Credit equal to CPP charges minus OAT charges.
 - (b) If a participating customer's bill, as calculated under this Schedule over the entire Commitment Period is equal to or less than their bill as calculated under their OAT over the entire Commitment Period, then such customer will not receive a Bill Protection Credit.

(D)

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Issued by

John R. Fielder
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(To be inserted by Cal. PUC)

Date Filed Jul 29, 2004
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CRITICAL PEAK PRICING

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SPECIAL CONDITIONS (Continued)

7. Transitional Incentive Options: (Continued)

a. Bill Protection Option: (Continued)

(5) Bill Protection benefits are computed on a cumulative basis at the end of the customer's Commitment Period and, if applicable, a Bill Protection credit shall appear on the customer's bill following the end of the Commitment Period.

(D)
(T)

b. Technical Assistance Option:

(1) The technical assistance option shall enable customers to earn a rebate for professional technical assistance that enhances a customer's ability to respond to curtailment requests for on-peak demand reductions. A customer requesting this incentive may receive a rebate (not to exceed costs) based on \$50 per kW of curtailable on-peak load reduction nominated by the customer through a signed Technical Assistance Incentive Application (Form 14-752). Curtailable on-peak load shall be defined as existing load that is temporarily reduced or shifted to another time period as a result of an CPP Event being issued.

(2) The customer shall receive an incentive payment equal to 50 percent of the rebate following submission of a signed Application (Form 14-752) prepared in conjunction with an audit conducted by a CEC-certified Professional Engineer (P.E) of potential on-peak load reduction.

(3) The remaining 50 percent of the rebate shall be paid after the customer has demonstrated actual peak demand reductions equal to at least 50 percent of their nominated load drop per CPP Event, as averaged over four consecutive CPP months.

(4) The demand (energy) reduction will be determined by the same methodology as defined in the Bill Protection section of this schedule. If the minimum level of demand reduction does not occur, the customer shall not be awarded the remainder of the rebate.

(5) Participants receiving a technical assistance incentive under the Demand Bidding Program (DBP) are ineligible to receive a technical assistance incentive for the same consulting study under this schedule.

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Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jul 29, 2004
 Effective Jul 29, 2004
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Southern California Edison
Rosemead, California

Revised Cal. PUC Sheet No. 36541-E
Cancelling Revised Cal. PUC Sheet No. 34394-E**

Sheet 1

DEMAND BIDDING PROGRAM

Form 14-741

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(To be inserted by utility)

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Issued by

John R. Fielder
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Senior Vice President

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Issued by

John R. Fielder
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(To be inserted by Cal. PUC)

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C 200	Assignment of Contract for Extension of Lines or Installation of Electric Facilities	27352-E
14-189	Distribution Line Extension Competitive Bidding – Letter of Understanding	27032-E
14-202	Agreement for Extension of Overhead Electric Line (Exceptional Case)	27763-E
14-203	Agreement for Extension of Underground Electric Line (Exceptional Case) Partial Installation by Applicant	27764-E
16-330	Contract for Extension of Electric Distribution Line, Rule No. 15	24719-E
16-331	Contract for Extension of Electric Distribution Line, Rule No. 15, Installation by Applicant	24720-E

(Continued)

(To be inserted by utility)

Advice 1805-E-A
Decision 03-06-032

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jul 29, 2004
Effective Jul 29, 2004
Resolution E-3881

**DEMAND BIDDING PROGRAM AGREEMENT
BETWEEN CUSTOMER AND SOUTHERN CALIFORNIA EDISON COMPANY (SCE)**

This Demand Bidding Program Agreement (“Agreement”) is between Customer and SCE (“the Parties”) and shall establish the terms and conditions for Customer electing to receive service under Schedule DBP, Demand Bidding Program. Customer shall receive service consistent with all terms and provisions of Schedule DBP and Customer’s “Otherwise Applicable Rate Schedule” as applicable.

This is a filed form tariff agreement authorized by the California Public Utilities Commission (“Commission”). No officer, inspector, solicitor, agent, or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or as authorized by the Commission. This Agreement supplements the terms and conditions of Customer’s electric service provided under Customer’s Otherwise Applicable Rate Schedule and under SCE’s Commission-approved tariffs.

Customer understands and agrees to the following conditions, in accordance with Schedule DBP:

1. For the term of this Agreement, Customer shall receive service in accordance with Schedule DBP and Customer’s Otherwise Applicable Rate Schedule filed with the Commission, as such schedule now exist or may hereafter be amended or superseded. If the Commission approves any modification to Schedule DBP, any such modification shall be incorporated herein and this Agreement will continue in full force and effect as to Schedule DBP as so modified, unless and until SCE and Customer execute a new agreement or unless and until SCE or Customer terminates this Agreement within thirty(30) days of such modification and SCE has had a reasonable opportunity to act on such termination.
2. Schedule DBP is in effect until modified or terminated by the Commission. Customer understands that Schedule DBP is a voluntary program whereby Customer will receive a discount, in the form of a credit on its bill, or a separate check, for Recorded Reduced Energy during a specified DBP Event for which Customer reduces its energy usage within the program guidelines.
3. Customer’s Customer Specific Energy Baseline (CSEB) shall be determined in accordance with Special Condition 5 of Schedule DBP.
4. Customer’s Energy Bid for each hour of a DBP Event shall be at least 100 kW, as determined in accordance Special Condition 3 of Schedule DBP. (C)
5. Customer’s associated accounts that do not meet the Maximum Demand requirements of Schedule DBP but which are located on the same or immediately adjacent Premises as one qualifying service account that does meet the Maximum Demand requirements, may be eligible to receive service on Schedule DBP pursuant to Special Condition No. 7 of Schedule DBP. Each associated account must individually meet the program requirements that for each hour of a DBP Event, the Customer’s Energy Bid for each account shall be at least 100 kW. The bill for each account will be calculated on a stand-alone basis. The qualifying service account that meets the minimum 200 kW criteria must be designated as the primary account in Attachment A hereto, along with all qualifying sub-accounts, which may be less than 200 kW.
6. Customer may sign up for the Technical Assistance Incentive pursuant to Special Condition No. 12 of Schedule DBP. If Customer wishes to elect the Technical Assistance Incentive, Customer shall inform SCE in writing. Funds are subject to availability and other program requirements and restrictions.
7. Customer may be eligible to participate in other specifically approved demand response programs at the same time as the DBP, although load can only be committed to one demand response program for any given hour of a curtailment event and Customer will receive payment under only one program for a given load reduction. Special Condition 14 of Schedule DBP and other applicable rate schedules provide additional details on how the various demand response programs interact to ensure against double counting of load curtailment and double recovery of incentives. Customers participating in more than one demand response program are required to inform SCE in writing of all such programs.
8. SCE reserves the right to notify Customer to confirm the Customer’s Energy Bid amount and clarify possible errors and to remove Customer from Schedule DBP if Customer is non-compliant with the terms and conditions of Schedule DBP or this Agreement.

**DEMAND BIDDING PROGRAM AGREEMENT
BETWEEN CUSTOMER AND SOUTHERN CALIFORNIA EDISON COMPANY (SCE)**

- 9. As a necessary condition to participating in the DBP, Customer must execute and abide by the Non-Disclosure Agreement Regarding Confidentiality of Certain Southern California Edison Company Price Data as set forth in Attachment B. Customer shall ensure that Certificates of Non-Disclosure, as set forth in Attachment C, are fully executed.
- 10. The DBP program is available until modified or cancelled by the Commission. Customer's participation in this tariff will be in accordance with Rule 12. Subject to Applicant's minimum time requirements for participating on this rate, Applicant may terminate this Agreement upon thirty (30) days' written notice. Termination of the Agreement will become effective with the first regular billing cycle following the thirty-day notice period. SCE may terminate the service agreement at any time after giving a thirty-day written notice to terminate.
- 11. 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.

E-mail address: _____ Phone Number: _____

Pager Details: _____

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of SCE's signature below, provided all necessary interval metering equipment is installed and ready for operation.

*Signature of Customer
or Authorized Company Representative*

Date

Signature of Company Representative

Date

Printed Name of Customer or Company

Printed Name of Company Representative

Title

Title

Customer or Company Name

Southern California Edison

ATTACHMENT A

Each multiple-meter customer facility site must have at least one qualifying service account with a maximum demand of greater than 200 kW, as defined in schedule DBP, and such account must be designated as the primary account taking service on schedule DBP at all times. Associate service account(s) must be on an applicable rate schedule, have interval metering in place, and take service under the same corporate tax identification number. Refer to Schedules DBP for additional program requirements for multiple-meter customer groups.

I hereby state that I am the _____(title) of _____
 _____(Company), and am authorized to make
 this declaration on behalf of my Company at the following location for the accounts listed below.

Tax Payer Identification Number: _____

Address _____

City _____

State _____ Zip _____

 (Applicant Signature)

 (Date)

LISTING OF DBP MULTIPLE METER ACCOUNTS:

PRIMARY SERVICE ACCOUNT NUMBER	PRIMARY SERVICE ACCOUNT ADDRESS	RATE SCHEDULE

ASSOCIATED ACCOUNTS TO BE INCLUDED IN MY MULTIPLE-METER CUSTOMER GROUP

ASSOCIATED SERVICE ACCOUNT NUMBER	SERVICE ACCOUNT ADDRESS	RATE SCHEDULE

ATTACHMENT B

NON-DISCLOSURE AGREEMENT REGARDING CONFIDENTIALITY OF CERTAIN SOUTHERN CALIFORNIA EDISON COMPANY PRICE DATA

This Non-Disclosure Agreement (Agreement) is entered into between Southern California Edison Company (SCE), a California Corporation, and _____ (Customer).

1. This Agreement shall govern access to and the use by Customer of all SCE power price forecast and/or price offer data ("Protected Data" as more fully defined herein) provided to Customer in connection with Customer's participation in SCE's Demand Bidding Program (DBP). Notwithstanding any termination of the DBP, this Agreement shall remain in effect until it is specifically modified or terminated by SCE.
2.
 - (a) The term "Protected Data" means the day-ahead forecast of SCE's hourly power prices and/or price offer provided to Customer as part of Customer's participation in the DBP. Protected Data includes all copies of the hourly power prices, and all notes or analyses incorporating, containing, or derived from the hourly power prices. Protected Data includes, but is not limited to, information created, stored, or transmitted in electronic form.
 - (b) Protected Data or Materials shall not include: (i) any information or document contained in the public files of the California Public Utilities Commission (CPUC) or any other state or federal agency, or in any state or federal court, unless such information or document has been determined to be protected by such agency or court; or (ii) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Agreement.
 - (c) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto as Attachment C by which persons who have been granted access by Customer to the Protected Data shall, as a condition of such access, certify their understanding that such access is provided pursuant to the terms and restrictions of this Agreement, and that such persons have read such Agreement and agree to be bound by it. All Non-Disclosure Certificates shall be retained by Customer and made available to SCE upon request.
 - (d) A Reviewing Representative shall mean any person, including any employee or consultant of Customer, who is engaged in activities (including the direct supervision of a person so engaged) relating to advising Customer or preparing Customer in connection with Customer's participation in the DBP and who is not a Market Participation Representative as defined below.
 - (e) A Market Participation Representative shall include any person, including any employee or consultant of Customer, who is engaged in activities (including the direct supervision of a person so engaged), for Customer or others, relating to the purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants or consulting on such matters, but shall explicitly exclude the activities of advising customers on utility rates, Direct Access transactions, and/or demand response programs.
3. Access of Reviewing Representatives to Protected Data shall be granted only pursuant to the terms of this Agreement. Any person who is a Market Participation Representative shall not be granted access to Protected Data.

ATTACHMENT B

NON-DISCLOSURE AGREEMENT REGARDING CONFIDENTIALITY OF CERTAIN SOUTHERN CALIFORNIA EDISON COMPANY PRICE DATA

4. Within thirty (30) days after receiving Protected Data, Customer shall return or destroy the Protected Data. Upon request by SCE, an officer of customer shall also submit to SCE an affidavit stating that, to the best of declarant's knowledge, all Protected Data have been returned or destroyed. To the extent Protected Data is not returned or destroyed pursuant to this paragraph, it shall remain subject to this Agreement.
5. In the event Customer receives a request from a state or federal governmental agency or via a judicial subpoena for the production of the Protected Data in Customer's possession, the Customer will immediately notify SCE of such request. Customer and SCE shall cooperate in opposing the request or requiring the continued confidential treatment of the requested data by the requesting agency.
6. Protected Data shall be treated as confidential by Customer and each Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 2(c) hereof. Protected Materials shall not be used except as necessary for the purpose of assisting in Customer's effective participation in the DBP and shall not be disclosed in any manner to any person except other Reviewing Representatives who are engaged in Customer's participation in DBP and who need to know the information in order to carry out their responsibilities.
7. In the event that a Reviewing Representative to whom Protected Data is disclosed ceases to be engaged in activities concerning SCE's DBP, access to Protected Data by that person shall be terminated. Even if no longer engaged in such reviews, every such person shall continue to be bound by the provisions of this Agreement and the Non-Disclosure Certificate. No Reviewing Representative may engage in any activities which would define him or her as a Market Participation Representative for a period of 30 days after ceasing his or her Reviewing Representative duties. Customer agrees to use best efforts to inform SCE immediately, in writing, if Customer becomes aware that a former Reviewing Representative has engaged in Market Participation Representative activities sooner than 30 days after ceasing his or her Reviewing Representative activities.
8. All disputes arising under this Agreement shall be presented for resolution to the CPUC in the first instance. Prior to presenting any such dispute to the CPUC, the parties to the dispute shall use their best efforts to resolve it informally. Neither SCE nor the Customer waives its right to seek additional administrative or judicial remedies in the event the CPUC acts or declines to act regarding the dispute.
9. Neither SCE nor Customer waives its right to pursue any other legal or equitable remedy that may be available in the event of actual or anticipated disclosure of Protected Data.
10. SCE and Customer may agree at any time to remove the "Protected Data" designation from any material if, in their mutual opinion, its confidentiality is no longer required.
11. SCE shall not be liable to Customer for any liability or damage, of any kind, incurred or sustained by Customer, including for claims against Customer by third parties, as a result of use by Customer of the Protected Data.
12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
13. This Agreement contains the entire understanding between the parties with respect to the Protected Data. No change or modification shall be made effective unless in writing and signed by an authorized representative of each party.

ATTACHMENT B

**NON-DISCLOSURE AGREEMENT REGARDING CONFIDENTIALITY OF CERTAIN
SOUTHERN CALIFORNIA EDISON COMPANY PRICE DATA**

14. This Agreement is subject to change or modification by the CPUC.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives as of the date set forth above.

SOUTHERN CALIFORNIA EDISON COMPANY

CUSTOMER

By: _____
Signature

By: _____
Signature

Print

Print

Title

Title

Date

Date

ATTACHMENT C

NON-DISCLOSURE CERTIFICATE

I, _____ (individual's name), have been retained or designated by _____ (Customer) to review certain materials that have been designated as "Protected Data" under the terms of the **NON-DISCLOSURE AGREEMENT REGARDING CONFIDENTIALITY OF CERTAIN SOUTHERN CALIFORNIA EDISON COMPANY PRICE DATA** entered into between _____ (Customer) and Southern California Edison Company (SCE) on _____ (date) (the Agreement).

1. I hereby certify my understanding that access to Protected Data is provided to me pursuant to the terms and restrictions of the Agreement, that I have been given a copy of and have read the Agreement, and that I agree to be bound by it. I understand that the Protected Data, any notes or other memoranda, or any other form of information that copies or discloses Protected Data shall not be disclosed to anyone other than in accordance with the Agreement. I acknowledge that a violation of the terms of the Agreement also constitutes a violation of an order of the California Public Utilities Commission.

2. I understand that my review of Protected Data is solely for the purpose of assisting Customer in participating in SCE's Demand Bidding Program, and that any other use or disclosure of Protected Data by me is a violation of the Agreement.

SIGNED: _____

PRINTED: _____

TITLE: _____

DATED: _____

