

## PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



## REVENUE &amp; TARIFFS DEPT.

Advice Letter 1903-E

August 17, 2005

AUG 22 2005

REVENUE &amp; TARIFFS DEPT.

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

Reference: Revisions to SCE's Schedule CC-DSF, Customer Choice Discretionary Service Fees, Schedule ESP-DSF, Energy Service Provider Discretionary Service Fees, Form 14-683, SCE Cost Management Service Agreement, and Form 14-748, SCE Bill Manager Service Agreement

Dear Mr. Jazayeri:

Advice Letter 1903-E is effective August 17, 2005. A copy of the advice letter and resolution are included herewith for your records.

Sincerely,

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

Sean H. Gallagher, Director  
Energy Division

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July 18, 2005

**ADVICE 1903-E**  
**(U 338-E)**

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
ENERGY DIVISION

**SUBJECT:** Revisions to SCE's Schedule CC-DSF, Customer Choice Discretionary Service Fees, Schedule ESP-DSF, Energy Service Provider Discretionary Service Fees, Form 14-683, SCE Cost Manager<sup>SM</sup> Service Agreement, and Form 14-748, SCE Bill Manager<sup>SM</sup> Service Agreement

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 proposes the following revisions to SCE's tariff Schedules CC-DSF, Customer Choice Discretionary Service Fees and ESP-DSF, Energy Service Provider Discretionary Service Fees, as well as SCE's filed Forms 14-683, SCE Cost Manager<sup>SM</sup> Service Agreement and 14-748, SCE Bill Manager<sup>SM</sup> Service Agreement to: 1) add language in the "Termination and Modification of this Agreement" section of Form 14-683 and Form 14-748, to clarify that any replacement and/or modification to the form must be approved by the California Public Utilities Commission (Commission); 2) add language in the "Bill Manager Service Description" section of Form 14-748 and the "Cost Manager Service Description" section of Form 14-683, to clarify that all information (data) provided to a participating customer, via the Cost Manager<sup>SM</sup> Service and/or Bill Manager<sup>SM</sup> Service, is for the sole purpose of better managing its energy usage, is not intended for any other use, and the customer understands and agrees that it assumes sole responsibility and risk for the use it makes of the data provided to it through these programs; 3) SCE Bill Manager<sup>SM</sup> Service and SCE Cost Manager<sup>SM</sup> Service, both offered through the SCE EnergyManager<sup>SM</sup> platform are now registered and therefore, the service mark "<sup>SM</sup>" symbol has been replaced with the registered sign "®" throughout Form 14-683, Form 14-748, and where referenced in Schedules CC-DSF and ESP-DSF; 4) SCE EnergyManager<sup>SM</sup> is now registered and

therefore, the service mark “SM” symbol has been replaced with the registered sign “®” where referenced in Schedules CC-DSF and ESP-DSF, and: 5) correct minor typographical and grammatical errors throughout both the SCE Bill Manager<sup>SM</sup> Service Agreement and SCE Cost Manager<sup>SM</sup> Service Agreement.

## **BACKGROUND**

On October 30, 1997, the Commission issued Decision (D.) 97-10-087 regarding the utility distribution companies’ Direct Access (DA) Implementation Plans, along with each utility’s pro forma tariffs. In compliance with D.97-10-087, on November 25, 1997, SCE filed its DA tariffs in Advice 1268-E. These tariffs included, as new (original) tariffs, the Catalog of Customer Choices (CC-SF) and the Directory of Products and Services for the Electric Service Providers (ESP-SF) and their associated fees.

On October 19, 1998, SCE filed Advice 1343-E to modify these schedules to, among other things, include new provisions and revise existing provisions, and to change the name of the schedules to Schedule CC-DSF and Schedule ESP-DSF, respectively, to better reflect that they are applicable to discretionary services.

On March 29, 2002, SCE filed Advice 1606-E to modify Schedules CC-DSF and ESP-DSF by changing the “AMICOS” service name to “Cost Manager” Service, as well as adding language that provided state-funded Real Time Energy Meter (RTEM) recipients a monthly \$30.00 credit applicable towards Cost Manager Daily, Hourly, or Quarter Hourly service under Schedule CC-DSF. The \$30.00 credit amount is based on the avoided cost to both SCE and the end use Cost Manager customer for each service account receiving web-based meter data information on a daily basis under the RTEM program. Providing the \$30.00 credit ensures that the Cost Manager customers who are also RTEM customers are not charged for the basic information that is intended to be available free of charge.

On May 16, 2005, SCE filed Advice 1894-E for the purpose of revising and expanding upon both the Cost Manager<sup>SM</sup> Service Agreement and Bill Manager Service Agreement attachments, as well as creating additional attachment sections, needed to gather pertinent customer information in both Agreements. This advice filing was also needed to rename both the SCE EnergyManager<sup>SM</sup> Cost Manager Service Agreement and the SCE EnergyManager<sup>SM</sup> Bill Manager Service Agreement by removing “SCE EnergyManager<sup>SM</sup>” from each Agreement’s title. This also affected the reference to these form Agreements in Schedules CC-DSF and ESP-DSF. Additionally, minor text and general formatting revisions were made throughout both Agreements.

## **PROPOSED REVISIONS**

### **Schedule CC-DSF, Customer Choice Discretionary Service Fees and Schedule ESP-DSF, Energy Service Provider Discretionary Service Fees**

- Replace the service mark symbol “<sup>SM</sup>” with the registered symbol “®” in all occurrences where SCE Cost Manager<sup>SM</sup> Service, SCE Bill Manager<sup>SM</sup> Service, and SCE EnergyManager<sup>SM</sup> are referenced.

### **Form 14-683, Cost Manager<sup>SM</sup> Service Agreement**

- Replace the service mark symbol “<sup>SM</sup>” with the registered symbol “®” in all occurrences where SCE Cost Manager<sup>SM</sup> Service is referenced.
- Revise language in the first paragraph of the “Termination and Modification” section of this Agreement, indicating that any replacement of, and/or modification to, the SCE Cost Manager<sup>SM</sup> Service Agreement must receive Commission (CPUC) approval.
- Move and revise language from the first and fourth paragraph of the “Cost Manager Service Description” section of this Agreement. The language contained in the first paragraph of this section of the Agreement regarding the customer’s use of the Cost Manager<sup>SM</sup> Service data has been moved to the fourth paragraph of this section of the Agreement. In addition, such language has been revised so that a customer does not need to give SCE written permission to use the Cost Manager<sup>SM</sup> data for purposes other than its own internal analysis, rather a customer is made aware that the sole purpose of the Cost Manager<sup>SM</sup> Service data is to better manage its energy usage and is not intended for any other use. Further, the customer agrees that it assumes sole responsibility and risk for the use it makes of SCE’s Cost Manager<sup>SM</sup> Service and resulting data.
- Add language to the second paragraph of the “Payment for Service” section. The added language clarifies that Commission approval will be needed prior to any modification to the service fees associated with SCE’s Cost Manager<sup>SM</sup> Service.
- Make minor typographical and grammatical corrections throughout this Agreement. These minor corrections do not change the language and/or meaning of the existing language.

### **Form 14-748, SCE Bill Manager<sup>SM</sup> Service Agreement**

- Replace the service mark symbol “<sup>SM</sup>” with the registered symbol “®” in all occurrences where SCE Bill Manager<sup>SM</sup> Service is referenced.
- Revise language in the first paragraph of the “Termination and Modification” section of this Agreement, indicating that any replacement of, and/or modification to, the SCE Bill Manager<sup>SM</sup> Service Agreement must receive Commission (CPUC) approval.
- Move and revise language from the first and fourth paragraph of the “Bill Manager Service Description” section of this Agreement. The language contained in the first paragraph of this section of the Agreement regarding the customer’s use of the Bill Manager<sup>SM</sup> Service data has been moved to the fourth paragraph of this section of the Agreement. In addition, such language has been revised so that a customer does not need to give SCE written permission to use the Bill Manager<sup>SM</sup> data for purposes other than its own internal analysis, rather a customer is made aware that the sole purpose of the Bill Manager<sup>SM</sup> Service data is to better manage its energy usage and is not intended for any other use. Further, the customer agrees that it assumes sole responsibility and risk for the use it makes of SCE’s Bill Manager<sup>SM</sup> Service and resulting data.
- Add language to the second paragraph of the “Payment for Service” section. The added language clarifies that Commission approval will be needed prior to any modification to the service fees associated with SCE’s Bill Manager<sup>SM</sup> Service.
- Make minor typographical and grammatical corrections throughout this Agreement. These minor corrections do not change the language and/or meaning of the existing language.

No cost information is required for this advice filing.

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

### **EFFECTIVE DATE**

It is requested that this advice filing become effective on the 30<sup>th</sup> calendar day after the date filed, which is August 17, 2005.

### **NOTICE**

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

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

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

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

Akbar Jazayeri  
Director of Revenue and Tariffs  
Southern California Edison Company  
2244 Walnut Grove Avenue  
Rosemead, California 91770  
Facsimile: (626) 302-4829  
E-mail: [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@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](mailto:Karyn.Gansecki@sce.com)

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

In accordance with Section III, Paragraph G, of General Order No. 96-A, SCE is furnishing copies of this advice filing to the interested parties shown on the attached GO 96-A service list and parties in R.02-01-011 and R.03-10-003. Address change requests to the attached GO 96-A service list should be directed by electronic mail to [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@sce.com) or at (626) 302-2930. 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](mailto:Process_Office@cpuc.ca.gov).

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

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

**Southern California Edison Company**

Akbar Jazayeri

AJ:gc:sq

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

EXPLANATION OF UTILITY TYPE

ELC = Electric  
PLC = Pipeline

GAS = Gas  
HEAT = Heat      WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 1903-E

Subject of AL: Revisions to SCE's Schedule CC-DSF, Customer Choice Discretionary Service Fees, Schedule ESP-DSF, Energy Service Provider Discretionary Service Fees, Form 14-683, SCE Cost Manager<sup>SM</sup> Service Agreement, and Form 14-748, SCE Bill Manager<sup>SM</sup> Service Agreement

Keywords (choose from CPUC listing): Direct Access, Forms

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: \_\_\_\_\_

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>:

Resolution Required?  Yes  No

Requested effective date: 8/17/05      No. of tariff sheets: 10

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 CC-DSF, Schedule ESP-DSF, Form 14-683, Form 14-748, and Table of Contents

Service affected and changes proposed<sup>1</sup>: \_\_\_\_\_

Pending advice letters that revise the same tariff sheets: \_\_\_\_\_

<sup>1</sup> Discuss in AL if more space is needed.

**Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:**

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Ave.,  
San Francisco, CA 94102  
jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Akbar Jazayeri  
Director of Revenue and Tariffs  
Southern California Edison Company  
2244 Walnut Grove Avenue  
Rosemead, California 91770  
Facsimile: (626) 302-4829  
E-mail: [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@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](mailto:Karyn.Gansecki@sce.com)

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 39017-E Revised 39018-E	Schedule CC-DSF Schedule CC-DSF	Revised 34383-E** Revised 38789-E
Revised 39019-E Revised 39020-E	Schedule ESP-DSF Schedule ESP-DSF	Revised 32532-E Revised 38790-E
Revised 39021-E	Form 14-683	Revised 38791-E
Revised 39022-E	Form 14-748	Revised 38792-E
Revised 39023-E Revised 39024-E Revised 39025-E Revised 39026-E	Table of Contents Table of Contents Table of Contents Table of Contents	Revised 39004-E Revised 39006-E Revised 38795-E Revised 38796-E

## SCE Cost Manager® Service Agreement

(T)

Southern California Edison Company ("SCE") and \_\_\_\_\_ ("Customer") hereby enter into this SCE Cost Manager® Service Agreement ("Agreement"), which describe the terms and conditions for SCE Cost Manager Service ("Cost Manager" or "Cost Manager Service"). Customer will receive Cost Manager Service as provided in rate Schedule CC-DSF, Special Condition 6.a, or rate Schedule ESP-DSF, Special Condition 5.a, whichever is applicable (hereinafter "Applicable Tariff"). (To view the Applicable Tariff, go to [www.sce.com](http://www.sce.com), click Regulatory Information Area, SCE Tariff Book.)

(T)

### Cost Manager Service Description

SCE will provide Cost Manager Service for enrolled service accounts in accord with this Agreement and the Applicable Tariff which are filed with the California Public Utilities Commission ("CPUC") and updated periodically. This Cost Manager Service will allow Customer to access and use SCE's Cost Manager system to display, print, and download the Customer's interval meter and cost data. The Customer agrees that it will not modify the Cost Manager Service website. Customer hereby also acknowledges that as a condition for receiving this Cost Manager Service, Customer must provide the equipment and services described in the Applicable Tariff.

(T)

(C)

(C)

Cost Manager Service under this Agreement will only be provided for the service accounts that are listed in Attachment A, Part 2 of this Agreement, and then only when these accounts meet the requirements for receiving Cost Manager Service as described in the Applicable Tariff and Attachment A. Customer may request permission to add other SCE service accounts, provided these accounts are listed in the Customer's name, by submitting a request to do so to SCE's Account Manager, in writing, and if this request is approved in writing by SCE's Account Manager, then SCE also will treat these accounts as enrolled service accounts for receiving Cost Manager Service.

Customer shall immediately notify SCE by email at [sceenergymanager@sce.com](mailto:sceenergymanager@sce.com) or by calling 1-888-462-7078 of any failures or disruptions in the Cost Manager Service so SCE can address such problems in a timely manner.

SCE, or any Service Provider used by SCE to provide the Cost Manager Service to Customer, is not responsible for assuring that the information provided by this Cost Manager Service is useful to Customer for other than general internal analytical purposes, when combined with similar information from other sources. All Cost Manager Service information that is provided to Customers is for the sole purpose of better managing their energy usage and is not intended for any other use. Customer agrees that it assumes sole responsibility and risk for the use it makes of the Cost Manager Service and resulting data.

(T)

(C)

|

(C)

### Payment for Service

Customer shall pay a fixed monthly charge for each enrolled service account, with the amount of this monthly charge to be determined by SCE based on the type of service level selected for the enrolled account(s) (e.g., Quarter Hourly, Hourly, Daily or Monthly). The monthly charges are set forth in the table below:

Service Levels	Monthly Service Fee Per Service Account *
Monthly Cost Manager	\$19.50
Daily Cost Manager	\$49.50
Hourly Cost Manager	\$150.00
Quarter Hourly Cost Manager	\$275.00

\* On April 11, 2001, California Gov. Davis signed into law ABX1-29, which provided funding via the California Energy Commission (CEC) to implement Real-Time Energy Metering (RTEM). Eligible customers with an installed CEC funded meter who have contracted for Cost Manager Service receive a service credit of \$30.00 per month/per Qualified Account.

SCE and Customer agree that upon approval by the CPUC, SCE may modify the monthly service fees applicable to this Agreement. At least 30 days prior to implementing a change in the monthly service fees, SCE will provide written notice to Customer, addressed to the contact name identified in Attachment A, Part 1. If no response is received from the contact name, or an authorized agent of the Customer within this notice period, then Customer agrees that SCE may assume that Customer desires to continue to receive the Cost Manager Service at the new monthly service fees and the new fees can take effect on the date specified in the notice (or, if not such date is specified, then 30 days after the date of the notice) without additional notice to Customer. (C)  
(C)  
(T)

Customer agrees to pay the invoices submitted by SCE for payment when such invoices are received by Customer. Customer acknowledges that this Agreement is subject to termination and that past due statements (i.e., statements that are not paid within 19 days) may be subject to collection action.

### **Passwords**

Customer acknowledges that it will be provided a secure user name and password upon service initiation. Customer understands that if the Customer changes or authorizes a third party to change the password, then it will not be accessible to or known by SCE or third parties that may be involved in providing services on SCE's behalf. Customer agrees that it is solely responsible for and assumes the risk of maintaining the security of its user name(s) and password(s) by not providing them to unauthorized entities or persons.

### **SCE's Use of Service Providers**

SCE shall have a unilateral right to engage and utilize third party subcontractors and suppliers to provide all or any portion of the Cost Manager Service. Customer hereby authorizes SCE, its subcontractors and suppliers (collectively, "Service Provider") to access, collect, use and display the Customer interval meter and cost data in whatever manner is necessary to provide the Cost Manager Service. Customer also acknowledges and agrees that Service Provider shall have access to the Cost Manager Service website as necessary to provide services. SCE may use the Cost Manager website for the purpose of displaying, printing and downloading the contents, as necessary, to provide this Cost Manager Service. SCE will treat all Customers' interval meter and cost data as confidential information, in accordance with SCE's confidentiality policies, and shall require any third party to treat the information as confidential.

### **Limitations on SCE Warranties and Liability to Customer**

No Service Provider (as defined previously) is providing to Customer any representations, warranties or endorsements whatsoever with respect to the Cost Manager Service (including the Cost Manager Service website and the material contained therein), including that Cost Manager Service will meet Customer's requirements, that Customer will realize any specific benefits from Cost Manager Service, or the operation of Cost Manager Service will be uninterrupted or error free. Service Provider further disclaim all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement to the maximum extent permissible under applicable laws in effect at the time. (T)

Service Provider will use due care in undertaking activities under this Agreement but in no event shall be liable for any consequential, indirect, incidental or special damages under any cause of action arising out of or related to this Agreement or Customer's use of or inability to use Cost Manager Service (including the Cost Manager Service website). As a result Customer agrees that a Service Provider shall not be liable for any loss of use of facilities, business interruption and loss of business or profits or information or other economic loss. Further, except in the case of gross negligence or fraud by SCE or a Service Provider authorized by SCE to provide the Cost Manager Service, the entire liability of SCE to Customer for damages in any way related to this Agreement shall not exceed the sum of those amounts paid to SCE under this Agreement. (T)

Customer shall indemnify, defend and hold harmless any Service Provider against and from all claims, suits, costs, charges, expenses, liabilities, obligations, damages, penalties and liens, including, without limitation, reasonable attorneys' fees and expenses, ("Claims") which may be imposed upon, incurred by or asserted against Service Provider, whether in contract, tort or otherwise, in any way connected to provision or Customer's use of Cost Manager Service (including the Cost Manager Service website), and which Claims: (i) are incidental to, arise out of or result from the negligence or willful misconduct of Customer or representatives working at the direction of Customer; or (ii) are based upon or arise out of any claimed or actual infringement or violation of any third party's patent, copyright, trademark, trade secret or any other proprietary, statutory or common law right by all or any portion of the Customer interval meter data, or any other material provided by Customer or the use of any of the foregoing as contemplated by this Agreement. Customer agrees to satisfy the SCE EnergyManager® Terms of Use conditions, which are in the documents located at [www.sce.com/sceenergymanager](http://www.sce.com/sceenergymanager), as a condition if this Agreement. (T)

**Termination and modification of this Agreement**

This Agreement shall remain in force as long as the monthly charge is paid in full each month as stated herein or until Customer notifies SCE in writing that it wishes to terminate this Agreement. SCE may terminate this Agreement and Cost Manager Service, at any time by providing two (2) months written notice to Customer. In the event of termination by either party, or SCE's replacement of this Agreement by a CPUC approved superseding agreement, service will be provided through the end of that calendar month. In the event of a termination, amounts paid for future months of service will be credited to Customer. In the event of a replacement agreement, if the Customer does not elect to terminate the Cost Manager Service, then amounts paid for future months of service will be automatically applied to future service under the replacement agreement, and the replacement agreement will automatically take effect on the date specified in the replacement agreement. Any amounts otherwise due for services rendered pursuant to this Agreement shall survive any such termination or replacement of this Agreement. This Agreement replaces and supersedes any previous agreements or understandings, whether written or oral. (T) (C) (T)

This Agreement shall at all times be subject to changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction. In the event that the CPUC issues a final decision or order which changes, modifies, adds or deletes a material term or condition of this Agreement (other than the rate for this service), or which adversely impacts the provisions of Cost Manager Service, either party shall have the unilateral right to terminate the Agreement within twenty (20) business days after issuance of the final decision or order, upon written notice to the other party. (T) | (T)

AUTHORIZED SIGNATURES: In witness whereof, the Parties hereto have signed this Agreement or have caused this Agreement to be signed by their duly authorized representative/agents with the intent to be legally bound.

**CUSTOMER ADMINISTRATOR**

By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SOUTHERN CALIFORNIA EDISON COMPANY**

By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT A, PARTS 1 AND 2 ARE REQUIRED TO COMPLETE THIS CONTRACT

- DIRECT ACCESS CUSTOMERS:  
IF SUBJECT SCE SERVICE ACCOUNTS ARE:
- DIRECT ACCESS,
  - REQUESTING DAILY SERVICE OR GREATER, AND
  - SCE IS NOT THE MDMA, THEN
- ATTACHMENT B REPLACES ATTACHMENT A, PART 2.

This is a legally binding contract. No alterations of the contract will be accepted, including the use of correction fluids or tape. Original signatures are required.

**Attachment A, Part 1**  
**SCE Cost Manager® Service Agreement**  
**Between Southern California Edison (SCE)**

(T)

And \_\_\_\_\_ (Customer)

**CONTACT INFORMATION:**

<b>SCE Acct Representative</b>	<b>Program/Project Analyst</b>	<b>Date</b>

<b>CSS Customer Name/Corporate Legal Name</b>							
<b>Street Address</b>		<b>City</b>		<b>State</b>		<b>Zip</b>	

**NOTE:** The Customer Administrator and/or Facility Managers listed in this agreement will be treated by SCE as authorized by you to: (i) receive email communications about your SCE Cost Manager IDs and passwords, SCE Service Account information, and billing information and (ii) make decisions regarding your SCE Cost Manager service levels, etc.

- The Customer Administrator will receive notifications by email whenever changes occur to all service accounts enrolled.
- The Facility Manager will receive notifications by email only on service accounts listed on this attachment corresponding to his/her email address.

<b>Customer Administrator (person authorized to sign the Agreement)</b>		<b>Telephone (999) 999-9999</b>	( )
<b>Email address</b>			

<b>Facility Manager (site contact)</b>		<b>Telephone (999) 999-9999</b>	( )
<b>Email address</b>		<b>SCE CSS Service Acct Number</b>	3-

<b>Facility Manager (site contact)</b>		<b>Telephone (999) 999-9999</b>	( )
<b>Email address</b>		<b>SCE CSS Service Acct Number</b>	3-

<b>Facility Manager (site contact)</b>		<b>Telephone (999) 999-9999</b>	( )
<b>Email address</b>		<b>SCE CSS Service Acct Number</b>	3-

<b>Facility Manager (site contact)</b>		<b>Telephone (999) 999-9999</b>	( )
<b>Email address</b>		<b>SCE CSS Service Acct Number</b>	3-

**For Assistance with this form or questions about the sign up process, please contact the SCE EnergyManager Help Desk at 888-462-7078 or Internal PAX 42213**

**Attachment A, Part 2**  
**SCE Cost Manager<sup>®</sup> Service Agreement**  
**Between Southern California Edison (SCE)**

(T)

And \_\_\_\_\_ (Customer)

**METER LOCATION AND SERVICE LEVEL INFORMATION:**

Note: If the customer does not have an approved IDR meter (interval data recording meter), one must be purchased and installed to provide this service. A variety of IDR meters are available for customer purchase from SCE. Your SCE Representative must initiate the Meter Order Process by completing an IDRQ. If a customer phone line is required and is not installed at the receipt of the contract, the customer will be temporarily placed on Monthly Cost Manager until the phone line installation is completed.

Attachment A, Part 2 is applicable for those customers who are (1) not Direct Access, (2) Direct Access with SCE as the MDMA or (3) Direct Access with an external MDMA and requesting Monthly service. See Attachment B if Direct Access, with external MDMA and requesting Daily, Hourly or Quarter Hourly service level.

<b>SCE CSS Service Acct Number #3-000-0000-00</b>	3-	<b>Requested Service Level</b>	<input type="checkbox"/> Monthly	<input type="checkbox"/> Daily
			<input type="checkbox"/> Hourly	<input type="checkbox"/> Qtr Hourly
<b>Service Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Meter Phone Number (if customer owned)</b>	( )	<b>Meter Password (if customer owned)</b>		
<b>For SCEEM Operations Use - Customer Meter Type:</b>	<input type="checkbox"/> IDR only <input type="checkbox"/> Modem <input type="checkbox"/> Pager <input type="checkbox"/> Radio <input type="checkbox"/> Non IDR			<b>Meter #:</b>

<b>SCE CSS Service Acct Number #3-000-0000-00</b>	3-	<b>Requested Service Level</b>	<input type="checkbox"/> Monthly	<input type="checkbox"/> Daily
			<input type="checkbox"/> Hourly	<input type="checkbox"/> Qtr Hourly
<b>Service Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Meter Phone Number (if customer owned)</b>	( )	<b>Meter Password (if customer owned)</b>		
<b>For SCEEM Operations Use - Customer Meter Type:</b>	<input type="checkbox"/> IDR only <input type="checkbox"/> Modem <input type="checkbox"/> Pager <input type="checkbox"/> Radio <input type="checkbox"/> Non IDR			<b>Meter #</b>

<b>SCE CSS Service Acct Number #3-000-0000-00</b>	3-	<b>Requested Service Level</b>	<input type="checkbox"/> Monthly	<input type="checkbox"/> Daily
			<input type="checkbox"/> Hourly	<input type="checkbox"/> Qtr Hourly
<b>Service Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Meter Phone Number (if customer owned)</b>	( )	<b>Meter Password (if customer owned)</b>		
<b>For SCEEM Operations Use - Customer Meter Type:</b>	<input type="checkbox"/> IDR only <input type="checkbox"/> Modem <input type="checkbox"/> Pager <input type="checkbox"/> Radio <input type="checkbox"/> Non IDR			<b>Meter #:</b>

**SCE Cost Manager<sup>®</sup> Service Agreement, Attachment A, Part 2 – continued**

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<b>SCE CSS Service Acct Number #3-000-0000-00</b>	3-	<b>Requested Service Level</b>	<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly			
<b>Service Address</b>		<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Meter Phone Number (if customer owned)</b>	( )	<b>Meter Password (if customer owned)</b>				
<b>For SCEEM Operations Use - Customer Meter Type:</b>	<input type="checkbox"/> IDR only <input type="checkbox"/> Modem <input type="checkbox"/> Pager <input type="checkbox"/> Radio <input type="checkbox"/> Non IDR			<b>Meter #</b>		

<b>SCE CSS Service Acct Number #3-000-0000-00</b>	3-	<b>Requested Service Level</b>	<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly			
<b>Service Address</b>		<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Meter Phone Number (if customer owned)</b>	( )	<b>Meter Password (if customer owned)</b>				
<b>For SCEEM Operations Use - Customer Meter Type:</b>	<input type="checkbox"/> IDR only <input type="checkbox"/> Modem <input type="checkbox"/> Pager <input type="checkbox"/> Radio <input type="checkbox"/> Non IDR			<b>Meter #:</b>		

<b>SCE CSS Service Acct Number #3-000-0000-00</b>	3-	<b>Requested Service Level</b>	<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly			
<b>Service Address</b>		<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Meter Phone Number (if customer owned)</b>	( )	<b>Meter Password (if customer owned)</b>				
<b>For SCEEM Operations Use - Customer Meter Type:</b>	<input type="checkbox"/> IDR only <input type="checkbox"/> Modem <input type="checkbox"/> Pager <input type="checkbox"/> Radio <input type="checkbox"/> Non IDR			<b>Meter #</b>		

<b>SCE CSS Service Acct Number #3-000-0000-00</b>	3-	<b>Requested Service Level</b>	<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly			
<b>Service Address</b>		<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Meter Phone Number (if customer owned)</b>	( )	<b>Meter Password (if customer owned)</b>				
<b>For SCEEM Operations Use - Customer Meter Type:</b>	<input type="checkbox"/> IDR only <input type="checkbox"/> Modem <input type="checkbox"/> Pager <input type="checkbox"/> Radio <input type="checkbox"/> Non IDR			<b>Meter #:</b>		

**SCE Cost Manager® Service Agreement, Attachment A, Part 2 – continued**

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<b>SCE CSS Service Acct Number #3-000-0000-00</b>		3-	<b>Requested Service Level</b>		<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
<b>Service Address</b>		<b>City</b>		<b>State</b>	<b>Zip</b>	
<b>Meter Phone Number (if customer owned)</b>		( )	<b>Meter Password (if customer owned)</b>			
<b>For SCEEM Operations Use - Customer Meter Type:</b>		<input type="checkbox"/> IDR only <input type="checkbox"/> Modem <input type="checkbox"/> Pager <input type="checkbox"/> Radio <input type="checkbox"/> Non IDR			<b>Meter #:</b>	

<b>SCE CSS Service Acct Number #3-000-0000-00</b>		3-	<b>Requested Service Level</b>		<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
<b>Service Address</b>		<b>City</b>		<b>State</b>	<b>Zip</b>	
<b>Meter Phone Number (if customer owned)</b>		( )	<b>Meter Password (if customer owned)</b>			
<b>For SCEEM Operations Use - Customer Meter Type:</b>		<input type="checkbox"/> IDR only <input type="checkbox"/> Modem <input type="checkbox"/> Pager <input type="checkbox"/> Radio <input type="checkbox"/> Non IDR			<b>Meter #</b>	

<b>SCE CSS Service Acct Number #3-000-0000-00</b>		3-	<b>Requested Service Level</b>		<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
<b>Service Address</b>		<b>City</b>		<b>State</b>	<b>Zip</b>	
<b>Meter Phone Number (if customer owned)</b>		( )	<b>Meter Password (if customer owned)</b>			
<b>For SCEEM Operations Use - Customer Meter Type:</b>		<input type="checkbox"/> IDR only <input type="checkbox"/> Modem <input type="checkbox"/> Pager <input type="checkbox"/> Radio <input type="checkbox"/> Non IDR			<b>Meter #:</b>	

**Attachment B**  
**SCE Cost Manager<sup>®</sup> Service Agreement**  
**ESP Authorization Form for SCE Cost Manager<sup>®</sup> Service**

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**External MDMA – Daily, Hourly or Quarter Hourly Service Level ONLY**

Customer(s) of \_\_\_\_\_ (“ESP”), wish to subscribe to SCE Cost Manager Service, an Internet-based, data formatting and display service offered by SCE pursuant to CPUC-approved tariffs. SCE is willing to provide, and these Customers as listed are willing to receive, SCE Cost Manager Service under the standard terms and conditions applied by SCE to these services, including those set out herein which apply to customers that are also being served by an ESP.

In order for SCE to minimize the cost to provide SCE Cost Manager Service to Customers as listed, SCE needs access to a phone line, if requesting Daily or greater service, attached to the electric utility service meter (regardless of whether the meter is owned by the ESP, SCE or the Customer). The ESP agrees that it will not charge SCE for this access, since the access is being given as an accommodation by the ESP to the Customer’s desire to obtain SCE Cost Manager Service from SCE.

In order to provide SCE with this access, the information below will be required for the phone line that is connected to the meter for each Service Account enrollment.

SCE will be providing SCE Cost Manager Service to the Customer as described in the SCE Cost Manager Service Agreement and on the SCE Cost Manager Service website itself. SCE reserves the right to make future modifications to its SCE Cost Manager Service by CPUC approved amendments to SCE’s tariff, or to discontinue SCE Cost Manager Service to the Customer. The Customer is responsible for informing the ESP of any modifications made to SCE’s offering of SCE Cost Manager Service that could adversely impact the ESP and to promptly inform SCE of any change in the Customer’s ESP designation for submission of a new authorization form signed by the new ESP.

By signing below, the ESP represents it has read this form and agrees to the terms contained in it.

ESP:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**METER LOCATION AND SERVICE LEVEL INFORMATION**

<b>SCE CSS Service Acct No.</b> #3-000-0000-00		3-		<b>SCE CSS Customer Acct No.</b> #2-00-000-0000		2-	
<b>Service Address</b>			<b>City</b>		<b>State</b>	<b>Zip</b>	
<b>Meter Phone Number</b> (if customer owned)		( )	<b>Read-Only Password</b>	<b>Requested Service Level</b>	<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly		
<b>Meter Manufacturer</b>		<b>Channel Assignment</b>	<b>Unit Label (kWh, kVARh, etc.)</b>		<b>UOM Pulse Multiplier</b>		
<b>Meter Model</b>		<b>Channel 1:</b>					
<b>Meter Serial Number</b>		<b>Channel 2:</b>					
		<b>Channel 3:</b>					
		<b>Channel 4:</b>					

**Attachment B**  
**SCE Cost Manager<sup>®</sup> Service Agreement**  
**ESP Authorization Form for SCE Cost Manager<sup>®</sup> Service**

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**External MDMA – Daily, Hourly or Quarter Hourly Service Level ONLY**

**METER LOCATION AND SERVICE LEVEL INFORMATION (Continued)**

<b>SCE CSS Service Acct No.</b> #3-000-0000-00		3-		<b>SCE CSS Customer Acct No.</b> #2-00-000-0000		2-	
<b>Service Address</b>			<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Meter Phone Number</b> (if customer owned) ( )		<b>Read-Only Password</b>		<b>Requested Service Level</b>		<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
<b>Meter Manufacturer</b>		<b>Channel Assignment</b>		<b>Unit Label (kWh, kVARh, etc.)</b>		<b>UOM Pulse Multiplier</b>	
<b>Meter Model</b>		<b>Channel 1:</b>					
<b>Meter Serial Number</b>		<b>Channel 2:</b>					
		<b>Channel 3:</b>					
		<b>Channel 4:</b>					

<b>SCE CSS Service Acct No.</b> #3-000-0000-00		3-		<b>SCE CSS Customer Acct No.</b> #2-00-000-0000		2-	
<b>Service Address</b>			<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Meter Phone Number</b> (if customer owned) ( )		<b>Read-Only Password</b>		<b>Requested Service Level</b>		<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
<b>Meter Manufacturer</b>		<b>Channel Assignment</b>		<b>Unit Label (kWh, kVARh, etc.)</b>		<b>UOM Pulse Multiplier</b>	
<b>Meter Model</b>		<b>Channel 1:</b>					
<b>Meter Serial Number</b>		<b>Channel 2:</b>					
		<b>Channel 3:</b>					
		<b>Channel 4:</b>					

<b>SCE CSS Service Acct No.</b> #3-000-0000-00		3-		<b>SCE CSS Customer Acct No.</b> #2-00-000-0000		2-	
<b>Service Address</b>			<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Meter Phone Number</b> (if customer owned) ( )		<b>Read-Only Password</b>		<b>Requested Service Level</b>		<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
<b>Meter Manufacturer</b>		<b>Channel Assignment</b>		<b>Unit Label (kWh, kVARh, etc.)</b>		<b>UOM Pulse Multiplier</b>	
<b>Meter Model</b>		<b>Channel 1:</b>					
<b>Meter Serial Number</b>		<b>Channel 2:</b>					
		<b>Channel 3:</b>					
		<b>Channel 4:</b>					

**Attachment B**  
**SCE Cost Manager® Service Agreement**  
**ESP Authorization Form for SCE Cost Manager® Service**

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**External MDMA – Daily, Hourly or Quarter Hourly Service Level ONLY**

**METER LOCATION AND SERVICE LEVEL INFORMATION (Continued)**

<b>SCE CSS Service Acct No.</b> #3-000-0000-00		3-		<b>SCE CSS Customer Acct No.</b> #2-00-000-0000		2-	
<b>Service Address</b>			<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Meter Phone Number</b> (if customer owned) ( )		<b>Read-Only Password</b>		<b>Requested Service Level</b>		<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
<b>Meter Manufacturer</b>		<b>Channel Assignment</b>		<b>Unit Label (kWh, kVARh, etc.)</b>		<b>UOM Pulse Multiplier</b>	
<b>Meter Model</b>		<b>Channel 1:</b>					
<b>Meter Serial Number</b>		<b>Channel 2:</b>					
		<b>Channel 3:</b>					
		<b>Channel 4:</b>					

<b>SCE CSS Service Acct No.</b> #3-000-0000-00		3-		<b>SCE CSS Customer Acct No.</b> #2-00-000-0000		2-	
<b>Service Address</b>			<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Meter Phone Number</b> (if customer owned) ( )		<b>Read-Only Password</b>		<b>Requested Service Level</b>		<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
<b>Meter Manufacturer</b>		<b>Channel Assignment</b>		<b>Unit Label (kWh, kVARh, etc.)</b>		<b>UOM Pulse Multiplier</b>	
<b>Meter Model</b>		<b>Channel 1:</b>					
<b>Meter Serial Number</b>		<b>Channel 2:</b>					
		<b>Channel 3:</b>					
		<b>Channel 4:</b>					

<b>SCE CSS Service Acct No.</b> #3-000-0000-00		3-		<b>SCE CSS Customer Acct No.</b> #2-00-000-0000		2-	
<b>Service Address</b>			<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Meter Phone Number</b> (if customer owned) ( )		<b>Read-Only Password</b>		<b>Requested Service Level</b>		<input type="checkbox"/> Monthly <input type="checkbox"/> Daily <input type="checkbox"/> Hourly <input type="checkbox"/> Qtr Hourly	
<b>Meter Manufacturer</b>		<b>Channel Assignment</b>		<b>Unit Label (kWh, kVARh, etc.)</b>		<b>UOM Pulse Multiplier</b>	
<b>Meter Model</b>		<b>Channel 1:</b>					
<b>Meter Serial Number</b>		<b>Channel 2:</b>					
		<b>Channel 3:</b>					
		<b>Channel 4:</b>					

## SCE Bill Manager<sup>®</sup> Service Agreement

(T)

Southern California Edison Company ("SCE") and \_\_\_\_\_ ("Customer") hereby enter into this SCE Bill Manager<sup>®</sup> Service Agreement ("Agreement"), which describe the terms and conditions for SCE Bill Manager Service ("Bill Manager" or "Bill Manager Service"). Customer will receive Bill Manager Service as provided in rate Schedule CC-DSF, Special Condition 6.b, or rate Schedule ESP-DSF, Special Condition 5.b, whichever is applicable (hereinafter "Applicable Tariff"). (To view the Applicable Tariff, go to [www.sce.com](http://www.sce.com), click Regulatory Information Area, SCE Tariff Book.)

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### **Bill Manager Service Description**

SCE will provide Bill Manager Service for enrolled service accounts in accord with this Agreement and the Applicable Tariff, which are filed with the California Public Utilities Commission ("CPUC") and updated periodically. This Bill Manager Service will allow Customer to access and use SCE's Bill Manager system to display, print, and download the Customer's monthly billing data. The Customer agrees that it will not modify the Bill Manager Service website. Customer hereby also acknowledges that as a condition for receiving this Bill Manager Service, Customer must provide the equipment and services described in the Applicable Tariff.

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Bill Manager Service under this Agreement will only be provided for the service accounts that are listed in Attachment A, Part 2 of this Agreement, and then only when these accounts meet the requirements for receiving Bill Manager Service as described in the Applicable Tariff and Attachment A. Customer may request permission to add other SCE service accounts, provided these accounts are listed in the Customer's name, by submitting a request to do so to SCE's Account Manager, in writing, and if this request is approved in writing by SCE's Account Manager, then SCE also will treat these accounts as enrolled service accounts for receiving Bill Manager Service.

Customer shall immediately notify SCE by email at [sceenergymanager@sce.com](mailto:sceenergymanager@sce.com) or by calling 1-888-462-7078 of any failures or disruptions in the Bill Manager Service so SCE can address such problems in a timely manner.

SCE, or any Service Provider used by SCE to provide the Bill Manager Service, is not responsible for assuring that the information provided by this Bill Manager Service is useful to Customer for other than general internal analytical purposes, when combined with similar information from other sources. All Bill Manager Service information that is provided to Customers is for the sole purpose of better managing their energy usage and is not intended for any other use. Customer agrees that it assumes sole responsibility and risk for the use it makes of the Bill Manager Service and resulting data.

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### **Payment for Service**

Customer shall pay a set up fee and a fixed monthly charge for each enrolled service account for its use of the Bill Manager Service as set forth in the table below. These charges shall be included in the Customer's monthly statement during the term of this Agreement.

<b>Bill Manager Service</b>	<b>Service Fee/ Per Service Acct</b>
Initial Setup Fee/First Calendar Month of Service	\$10.00
Monthly Service Fee	\$ 6.00

SCE and Customer agree that upon approval by the CPUC, SCE may modify the monthly service fees applicable to this Agreement. At least 30 days prior to implementing a change in the monthly service fees, SCE will provide written notice to Customer, addressed to the contact name identified in Attachment A, Part 1. If no response is received from the contact name, or an authorized agent of the Customer within this notice period, then Customer agrees that SCE

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may assume that Customer desires to continue to receive the Bill Manager Service at the new monthly service fees and the new fees can take effect on the date specified in the notice (or, if not such date is specified, then 30 days after the date of the notice) without additional notice to Customer.

Customer agrees to pay the invoices submitted by SCE for payment when such invoices are received by Customer. Customer acknowledges that this Agreement is subject to termination and that past due statements (i.e., statements that are not paid within 19 days) may be subject to collection action.

### **Passwords**

Customer acknowledges that it will be provided a secure user name and password upon service initiation. Customer understands that if the Customer changes or authorizes a third party to change the password, then it will not be accessible to or known by SCE or third parties that may be involved in providing services on SCE's behalf. Customer agrees that it is solely responsible for and assumes the risk of maintaining the security of its user name(s) and password(s) by not providing them to unauthorized entities or persons.

### **SCE's Use of Service Providers**

SCE shall have a unilateral right to engage and utilize third party subcontractors and suppliers to provide all or any portion of the Bill Manager Service. Customer hereby authorizes SCE, its subcontractors and suppliers (collectively, "Service Provider") to access, collect, use and display the Customer usage and bill data in whatever manner is necessary to provide the Bill Manager Service. Customer also acknowledges and agrees that Service Provider shall have access to the Bill Manager Service website as necessary to provide services. SCE may use the Bill Manager website for the purpose of displaying, printing and downloading the contents, as necessary, to provide this Bill Manager Service. SCE will treat all Customers' bill data as confidential information, in accordance with SCE's confidentiality policies, and shall require any third party to treat the information as confidential.

### **Limitations on SCE warranties and liability to Customer**

No Service Provider (as defined previously) is providing to Customer any representations, warranties or endorsements whatsoever with respect to the Bill Manager Service (including the Bill Manager Service website and the material contained therein), including that Bill Manager Service will meet Customer's requirements, that Customer will realize any specific benefits from Bill Manager Service, or the operation of Bill Manager Service will be uninterrupted or error free. Service Provider further disclaim all warranties, expressed or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement to the maximum extent permissible under applicable laws in effect at the time.

Service Provider will use due care in undertaking activities under this Agreement but in no event shall Service Provider be liable for any consequential, indirect, incidental or special damages under any cause of action arising out of or related to this Agreement or Customer's use of or inability to use Bill Manager Service (including the Bill Manager Service website). As a result, Customer agrees that a Service Provider shall not be liable for any loss of use of facilities, business interruption, and loss of business, profits or information or other economic losses. Further, except in the case of gross negligence or fraud by SCE or a Service Provider authorized by SCE to provide the Bill Manager Service, the entire liability of SCE to Customer for damages in any way related to this Agreement shall not exceed the sum of those amounts paid to SCE under this Agreement. (T)

Customer shall indemnify, defend and hold harmless any Service Provider against and from all claims, suits, costs, charges, expenses, liabilities, obligations, damages, penalties and liens, including, without limitation, reasonable attorneys' fees and expenses ("Claims") which may be imposed upon, incurred by or asserted against a Service Provider, whether in contract, tort or otherwise, in any way connected to Service Providers' provision or Customer's use of Bill Manager Service (including the Bill Manager Service website), and which Claims: (i) are incidental to, arise out of or result from any negligence or willful misconduct of Customer or representatives working at the direction of Customer; or (ii) are based upon or arise out of any claimed or actual infringement or violation of any third party's patent, copyright, trademark, trade secret or any other proprietary, statutory or common law right by all or any portion of the Customer bill data, or any other material provided by Customer or the use of any of the foregoing as contemplated by this Agreement. Customer agrees to satisfy the SCE EnergyManager® Terms of Use conditions, which are in a document located at [www.sce.com/scenergymanager](http://www.sce.com/scenergymanager), as a condition of this Agreement. (T)

**Termination and Modification of this Agreement**

This Agreement shall remain in force as long as the monthly charge is paid in full each month as stated herein or until Customer notifies SCE in writing that it wishes to terminate this Agreement. SCE may terminate this Agreement and Bill Manager Service, at any time by providing two (2) months written notice to Customer. In the event of termination by either party, or SCE's replacement of this Agreement by a CPUC approved superseding agreement, service will be provided through the end of that calendar month. In the event of a termination, amounts paid for future months of service will be credited to Customer. In the event of a replacement agreement, if the Customer does not elect to terminate the Bill Manager Service, then amounts paid for future months of service will be automatically applied to future service under the replacement agreement and the replacement agreement will automatically take effect on the date specified in the replacement agreement. Any amounts otherwise due for services rendered pursuant to this Agreement shall survive any such termination of this Agreement. This Agreement replaces and supersedes any previous agreements or understanding, whether written or oral. (T)

This Agreement is at all times be subject to changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction. In the event that the CPUC issues a final decision or order which changes, modifies, adds or deletes a material term or condition of this Agreement (other than the rate for this service), or which adversely impacts the provisions of Bill Manager Service, either party shall have the unilateral right to terminate the Agreement within twenty (20) business days after issuance of the final decision or Order, upon written notice to the other party. (T)

**AUTHORIZED SIGNATURES:** In witness whereof, the Parties hereto have signed this Agreement or have caused this Agreement to be signed by their duly authorized representative/agents with the intent to be legally bound.

**CUSTOMER**

**SOUTHERN CALIFORNIA EDISON COMPANY**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A, PART 1 AND 2 ARE REQUIRED TO COMPLETE THIS CONTRACT**

**DIRECT ACCESS CUSTOMERS:  
IF SUBJECT SCE SERVICE ACCOUNTS ARE DIRECT ACCESS AND  
UDC CONSOLIDATED, ATTACHMENT B IS REQUIRED**

This is a legally binding contract. Original ink signatures are required. No alterations of the contract will be accepted, including the use of correction fluids or tape.

**Attachment A, Part 1**  
**SCE Bill Manager<sup>®</sup> Service Agreement**  
 Between Southern California Edison (SCE)

(T)

And \_\_\_\_\_ (Customer)

**CONTACT INFORMATION**

<b>SCE Account Representative</b>	<b>Program/Project Analyst</b>	<b>Date</b>

<b>CSS Customer Name/Corporate Legal Name</b>							
<b>Street Address</b>		<b>City</b>		<b>State</b>		<b>Zip</b>	

**NOTE:** The Customer Administrator and/or Facility Managers listed in this agreement will be treated by SCE as authorized by you to: (i) receive email communications about your SCE Bill Manager IDs and passwords, SCE Service Account information, and billing information and (ii) make decisions regarding your SCE Bill Manager Service.

<b>Customer Administrator (person authorized to sign the Agreement)</b>		<b>Telephone: (999) 999-9999</b>	( )
<b>Email address</b>			

<b>Alternate Contact</b>		<b>Telephone: (999) 999-9999</b>	( )
<b>Email address</b>			

**PRODUCT BILLING INFORMATION\***

<b>List one SCE Customer Account Number to be used for billing SCE Bill Manager fees</b>	2-	
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\* The SCE Customer Account Number must have a direct SCE billing relationship with the contracting customer listed in this Agreement.

**For Assistance with this form or the sign-up process, please contact the  
 SCE Energy Manager Help Desk at 888-462-7078 or Internal PAX 42213  
 Fax Number (626) 815-7226**

**Attachment A, Part 2**  
**SCE Bill Manager<sup>®</sup> Service Agreement**  
 Between Southern California Edison (SCE)

(T)

And \_\_\_\_\_ (Customer)

Customer Account Number	Service Account Number to be enrolled	Service Account Address	CSS Bill To Energy Customer Account Number
1 1-	3-		2-
2 1-	3-		2-
3 1-	3-		2-
4 1-	3-		2-
5 1-	3-		2-
6 1-	3-		2-
7 1-	3-		2-
8 1-	3-		2-
9 1-	3-		2-
10 1-	3-		2-
11 1-	3-		2-
12 1-	3-		2-
13 1-	3-		2-
14 1-	3-		2-
15 1-	3-		2-
16 1-	3-		2-
17 1-	3-		2-
18 1-	3-		2-
19 1-	3-		2-
20 1-	3-		2-

\* If no single SCE Customer Account is shown on Attachment A, Part 1 under Product Billing Information, use this column to indicate individual CSS Customer Account Numbers for SCE Bill Manager billing purposes.

(Use additional copies of this sheet or attach a printed list with all requested information)

**Attachment B**  
**SCE Bill Manager<sup>®</sup> Service Agreement**  
**ESP Authorization Form SCE Bill Manager<sup>®</sup> Service**  
**Between Southern California Edison (SCE)**

(T)  
(T)

And \_\_\_\_\_ (Customer)

(Use Attachment B to enroll UDC Consolidated Direct Access Service Accounts)

<b>ESP Name/Corporate Legal Name</b>					
<b>Street Address</b>		<b>City</b>		<b>State</b>	<b>Zip</b>

I authorize Southern California Edison's use of the billing information for the service accounts below on the Bill Manager system.

<b>ESP Administrator Name</b>			
<b>ESP Administrator Signature</b>		<b>Date Signed</b>	
<b>ESP Email Address:</b>		Telephone:	( )

<b>Customer Administrator Signature</b>		<b>Date Signed</b>	
---	--	--------------------	--

<b>SCE Account Rep</b>		<b>Date Signed</b>	
------------------------	--	--------------------	--

Customer Account Number	Service Account Number	Service Account Address	Single Bill To Customer Account Number	(Or) CSS Energy Customer Account Number
1 1-	3-		2-	2-
2 1-	3-		2-	2-
3 1-	3-		2-	2-
4 1-	3-		2-	2-
5 1-	3-		2-	2-
6 1-	3-		2-	2-
7 1-	3-		2-	2-
8 1-	3-		2-	2-
9 1-	3-		2-	2-
10 1-	3-		2-	2-

(Use additional copies of this sheet or attach a printed list with all requested information)



Schedule CC-DSF  
CUSTOMER CHOICE -  
DISCRETIONARY SERVICE FEES

Sheet 6

(Continued)

RATES (Continued)

4. ADDITIONAL METERING RELATED SERVICES (Continued)

d. SCE EnergyManager<sup>®</sup> (T)

(1) SCE Cost Manager<sup>®</sup> Service\* (T)

Per Meter  
Per Month

Monthly Cost Manager Service Charge: ..... \$19.50

Daily Cost Manager Service Charge:..... \$49.50

Hourly Cost Manager Service Charge:..... \$150.00

Quarter-Hourly (15-Minute) Cost Manager Service Charge:..... \$275.00

\* Customer service accounts that have received a State-funded Real Time Energy Meter (RTEM), remain eligible for RTEM (a monthly maximum demand of 200 kW or greater at least three times in the previous 12 month period), and enroll in Daily, Hourly, or Quarter-Hourly Cost Manager Service, qualify for a \$30.00 per month credit towards the applicable Cost Manager Service Charge. Additionally, such customers are not eligible for Monthly Cost Manager Service. Customers receiving service under Schedules GS2-TOU-CPP, TOU-8-CPP, or TOU-PA-CPP who enroll in SCE Cost Manager<sup>®</sup> Service are eligible for an additional \$19.50 per month credit towards the applicable SCE Cost Manager<sup>®</sup> Service Charge. However, this additional credit will expire the sooner of 14 months from the enrollment date in SCE Cost Manager<sup>®</sup> Service or upon termination on one of the three above mentioned rate schedules. See Special Condition 6.a in this Schedule for a description of SCE Cost Manager<sup>®</sup> Service. (T)

(2) SCE Bill Manager<sup>®</sup> Service\* (T)

SCE Bill Manager<sup>®</sup> Service has a two part flat rate as follows: (T)

- (a) A one-time set up fee per service account of \$10.00; and
- (b) A monthly service fee per service account of \$6.00.

\* Available to all SCE non-Domestic customers for whom SCE prepares a bill (Bundled, UDC Consolidated, Dual Billed and EDI who receives a paper bill). See Special Condition 6.b in this Schedule for a description of SCE Bill Manager<sup>®</sup> Service. (T)

e. Ancillary Equipment Services

(1) Pulse Meter. A meter that provides pulse output of kilowatt-hour (kWh) and kilowatt (kW) readings which replaces the customer's standard monthly meter, and includes a pulse interface box to provide customer access to pulse readings. This is not an interval meter.

Per Pulse Meter  
Per Installation

(a) Pulse Meter Charge (includes installation): ..... \$982.00

Per Pulse Meter  
Per Month

(b) Pulse Meter Maintenance Charge:..... \$3.50

(Continued)

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Schedule CC-DSF  
CUSTOMER CHOICE -  
DISCRETIONARY SERVICE FEES

Sheet 8

(Continued)

SPECIAL CONDITIONS

1. Meter Services for Direct Access Customers are as defined in Rule 22, Section G.
2. Residential and Small Customers: Bundled Service customers and Direct Access customers who are Residential and Small Customers, as defined in Rule 1, are eligible to own Interval Metering and/or Metering Facilities, as of January 1, 1999.
3. Bundled Service Customers: Bundled Service customers may purchase and own Interval Metering and/or retrofit Metering Facilities capable of providing interval data, in accordance with Schedule BSC-IMO (Bundled Service Customer-Interval Meter Ownership).
4. Special MDMA Services: Upon customer request, SCE may provide special MDMA Services outside the regularly scheduled meter read date on a one-time basis, per request. This will not alter a customer's regularly scheduled meter read date.
5. Other Metering Services: Metering services other than those set forth in this Schedule and Rule 22.
6. SCE EnergyManager<sup>®</sup> (T)
  - a. SCE Cost Manager<sup>®</sup> Service, offered through SCE EnergyManager<sup>®</sup>, is an automated interval meter interrogation service which displays customer energy and demand data, and estimates the amount of the energy bill. Energy usage data can be updated on a Quarter-Hourly, Hourly, Daily, or Monthly basis, based on the customer's choice. This information is delivered via the Internet. An SCE Cost Manager<sup>®</sup> Service Agreement (Form 14-683) is required for this service. Customers are also required to provide: (T)
    - (1) A separate or dedicated telephone line and its associated phone number for each SCE Cost Manager<sup>®</sup> Service account that is under 200kW; (T)
    - (2) Access to "communication capable" interval meter(s) via modem(s) or pagers;
    - (3) Physical access for manually reading the meter once a month; and
    - (4) Secure Internet access via an Internet Service Provider (ISP). (T)
  - b. SCE Bill Manager<sup>®</sup> Service, offered through SCE EnergyManager<sup>®</sup>, is an Internet based service providing on-line access to all cost and usage bill components of the current monthly bill and 36 months of history plus an extensive set of on-line reports and analysis tools allowing for the on-line review and analysis of the current energy bill. An SCE Bill Manager<sup>®</sup> Service Agreement (Form 14-748) is required for this service. (T)
 

(T)

SCE Bill Manager<sup>®</sup> Service requires users to:

    - (1) Have a computer with Internet access at customer's expense; and
    - (2) Secure Internet Access via an Internet Service Provider (ISP).
7. An "Interval Metering and Metering Facilities Agreement" (Form 14-655) and/or a "Meter Purchase and Related Meter Services Authorization Form" (Form 14-699) may be required for services under this Schedule.

(Continued)

(To be inserted by utility)  
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**Schedule ESP-DSF  
 ENERGY SERVICE PROVIDER -  
 DISCRETIONARY SERVICE FEES**

Sheet 4

(Continued)

RATES (Continued)

4. ADDITIONAL METERING RELATED SERVICES (Continued)

b. Other Metering Services

Other Metering Services include services provided by SCE that are in addition to and/or associated with the services described in this Schedule and/or in the Interval Metering and Metering Facilities Agreement (Form 14-655), such as but not limited to services provided by SCE to ESPs who offer net energy metering. Such services shall be charged on a time and materials basis.<sup>1/</sup>

The charges will be calculated based on SCE's total costs to provide Other Metering Services. The total charge will be determined by multiplying the personnel classification hourly rate for each job by the number of hours worked plus material costs which include a procurement charge of 13.7 percent and sales tax, plus the following charges, when applicable.

- (1) Investigation and Scheduling Charge. This charge applies unless the Other Metering Services are performed in conjunction with the installation of an interval meter, in accordance with Section 2.a. of this Schedule.

Per Installation  
 Investigation and Scheduling Charge: ..... \$ 26.00

- (2) Material Handling Charge. This charge applies when the Other Metering Services performed results in a removed meter.

Per Removed Meter  
 Material Handling Charge: ..... \$ 23.00

c. SCE EnergyManager<sup>®</sup> (T)

- (1) SCE Cost Manager<sup>®</sup> Service<sup>2/</sup> (T)

Per Meter  
Per Month  
 Monthly Cost Manager Service Charge: ..... \$ 19.50  
 Daily Cost Manager Service Charge: ..... \$ 49.50  
 Hourly Cost Manager Service Charge: ..... \$150.00  
 Quarter-Hourly (15-Minute) Cost Manager Service Charge: ..... \$275.00

- (2) SCE Bill Manager<sup>®</sup> Service<sup>3/</sup> (T)

SCE Bill Manager<sup>®</sup> Service has a two part flat rate as follows: (T)

- (a) A one-time set up fee per service account of \$10.00; and  
 (b) A monthly service fee per service account of \$6.00.

<sup>1/</sup> The hourly personnel rates for such services are available upon request.  
<sup>2/</sup> See Special Condition 5.a in this Schedule for a description of SCE Cost Manager<sup>®</sup> Service. (T)  
<sup>3/</sup> See Special Condition 5.b in this Schedule for a description of SCE Bill Manager<sup>®</sup> Service. (T)

(Continued)

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Schedule ESP-DSF  
ENERGY SERVICE PROVIDER -  
DISCRETIONARY SERVICE FEES

Sheet 8

(Continued)

SPECIAL CONDITIONS (Continued)

3. Special MDMA Services: Upon ESP request, SCE may provide special MDMA Services outside the regularly scheduled meter read date on a one-time basis, per request. This will not alter a customer's regularly scheduled meter read date. If the ESP requests a "check read" and the read is determined correct, the ESP will be charged under these services. However, if the read is determined incorrect, the ESP will not be charged.
  
4. Other Metering Services: Metering services other than those set forth in this Schedule and Rule 22.
  
5. SCE EnergyManager<sup>®</sup>: (T)
  - a. SCE Cost Manager<sup>®</sup> Service, offered through SCE EnergyManager<sup>®</sup>, is an automated interval meter interrogation service which displays customer energy and demand data, and estimates the amount of the energy bill. Energy usage data can be updated on a Quarter-Hourly, Hourly, Daily, or Monthly basis, based on the customer's choice. This information is delivered via the Internet. An SCE Cost Manager<sup>®</sup> Service Agreement (Form 14-683) is required for this service. Customers are also required to provide: (T)
    - (1) A separate or dedicated telephone line and its associated phone number for each SCE Cost Manager<sup>®</sup> Service account. (T)
    - (2) Access to "communication capable" interval meter(s) via modem(s) or pagers.
    - (3) Physical access for manually reading the meter once a month.
    - (4) Secure Internet access via an Internet Service Provider (ISP). (T)
  
  - b. SCE Bill Manager<sup>®</sup> Service, offered through SCE EnergyManager<sup>®</sup>, is an Internet based service providing on-line access to all cost and usage bill components of the current monthly bill and 36 months of history plus an extensive set of on-line reports and analysis tools allowing for the on-line review and analysis of the current energy bill. SCE Bill Manager<sup>®</sup> Service is particularly useful for customers with multiple accounts whose paper bill is large and cumbersome. An SCE Bill Manager<sup>®</sup> Service Agreement (Form 14-748) is required for this service. (T)
 

(T)

SCE Bill Manager<sup>®</sup> Service requires users to:

    - (1) Have a computer with Internet access at customer's expense; and
    - (2) Secure Internet Access via an Internet Service Provider (ISP).
  
6. An "Energy Service Provider Service Agreement" (Form 14-652) will be required for services under this Schedule. Additionally, an "Interval Metering and Metering Facilities Agreement" (Form 14-655) and/or a "Meter Purchase and Related Meter Services Authorization Form" (Form 14-699) may be required for services under this Schedule.

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Southern California Edison  
Rosemead, California

Revised Cal. PUC Sheet No. 39021-E  
Cancelling Revised Cal. PUC Sheet No. 38791-E

Sheet 1

SCE Cost Manager® Service Agreement

(T)

Form 14-683

(To be inserted by utility)

Advice 1903-E

Decision \_\_\_\_\_

1H10

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Southern California Edison  
Rosemead, California

Revised Cal. PUC Sheet No. 39022-E  
Cancelling Revised Cal. PUC Sheet No. 38792-E

Sheet 1

SCE Bill Manager® Service Agreement

(T)

Form 14-748

(To be inserted by utility)

Advice 1903-E

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(To be inserted by utility)

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Decision \_\_\_\_\_

Issued by

John R. Fielder  
Senior Vice President

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