

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



November 16, 2005

NOV 23 2005
REVENUE & TARIFFS DEPT.

Advice Letter 1918-E-A

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

Reference: Establishment of the economic development rate tariffs

Dear Mr. Jazayeri:

Advice Letter 1918-E-A is effective October 3, 2005. A copy of the advice is included herewith for your records.

Sincerely,

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

Sean H. Gallagher, Director
Energy Division

jjr

October 3, 2005

ADVICE 1918-E-A
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Supplement to Establishment of the Economic Development
Rate Tariffs Pursuant to Decision 05-09-018

In compliance with Decision (D.) 05-09-018, 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

The purpose of this supplemental filing is to provide the Economic Development Rate (EDR) Agreements which were not included in Advice 1918-E, as well as tariff sheets and a customer Affidavit with minor modifications from the versions originally attached to Advice 1918-E. This supplemental Advice Letter replaces 1918-E, in its entirety.

BACKGROUND

On September 8, 2005 the California Public Utilities Commission (Commission) issued D.05-09-018 which adopted the EDR submitted by SCE and Pacific Gas & Electric Company (PG&E) in Application (A.) 04-04-008 and A.04-06-018 respectively, with certain modifications.

In D.05-09-018, the Commission found that EDRs benefit ratepayers directly by increasing the revenues available to contribute to the utilities' fixed costs, thus lowering rates to other customers. In addition to direct benefits to other ratepayers, EDRs also provide indirect benefits to ratepayers in the form of increased employment opportunities and improved overall local and economic vitality.

DISCUSSION

Qualifying EDR customers receive a bill discount for the duration of their 5-year contract. The EDR discount, expressed as a percentage reduction to the customers' otherwise applicable tariff (OAT) rates is set at 25% in year 1, declining by 5% annually over the remaining four year contract period. Upon initiation of service under an EDR contract, the discount period begins and floor price unit charges, applicable for the term of the EDR contract are established.

For bundled service customers the total bill for Delivery and Generation services, based on the customers' OAT, is first determined and the EDR discount is then calculated by multiplying the OAT by the appropriate EDR discount percentage (e.g., 25% in year 1). Subtracting the EDR discount from the OAT bill gives the preliminary EDR discounted bill, which is subject to adjustment based on the floor price bill. For direct access (DA) customers, the EDR discount is calculated similarly. However, because DA customers do not purchase generation services from SCE, an imputed generation bill is calculated based on the customer's billing determinants and OAT generation charges. This is consistent with the methodology used in calculating the DA municipal surcharge amount. The imputed generation bill is added to the OAT Delivery bill, and this total bill is used to establish the preliminary discounted EDR bill. The preliminary EDR discount (25% of the OAT bill with imputed generation) is subtracted from the DA customer's OAT bill, plus any applicable cost responsibility surcharges¹ (CRS), to determine the preliminary EDR discounted bill. This approach ensures that similarly situated bundled service and DA customers would receive the same EDR discount, prior to limitations set by the floor bill.

The preliminary EDR discounted bill is then compared to the floor bill to determine the final EDR discount and bill. The floor bill is calculated by multiplying the EDR customer's billing determinants by the unit marginal costs² established at the initiation of the EDR contract. For bundled service customers, the floor bill equals the sum of the marginal distribution, transmission and generation costs calculated in this manner. Marginal generation costs are excluded from the calculation of the DA customer's floor bill. If the applicable floor bill exceeds the preliminary EDR discounted bill described above, the EDR discount is decreased so that the EDR discounted bill equals the floor bill.

RATEMAKING TREATMENT OF EDR DISCOUNTS

SCE accounts for the revenues resulting from the EDR discounted bill by first allocating the discount to the Delivery and Generation (or CRS in the case of DA service) portions of the customer's bill. The EDR discount (adjusted as necessary by the floor price) is

¹ CRS consist of Competition Transition Charge (CTC), Historical Procurement Charge (HPC) and the DWR Bond and Power charge obligations authorized for recovery from DA, Community Choice Aggregation (CCA) and departing load customers.

² Unit marginal costs used for purposes of the EDR floor price are those marginal costs adopted by the Commission in SCE's most recent General Rate Case (GRC), or other proceeding.

separated between components based on the OAT bill. For bundled customers, the ratio of OAT Delivery to the total OAT bill determines the portion of the EDR discount allocated to the Delivery portion of the bill, with the remainder assigned to the Generation portion of the bill. For DA customers, the allocation is done in a similar fashion, with the imputed generation bill replacing the CRS component for purposes of dividing the EDR discount. The “generation” related portion of the EDR discount offsets a portion of the DA customers’ CRS, in the same way the generation portion of the bundled customers’ EDR discount offsets a portion of the customers OAT generation bill.

Reductions in Distribution or Utility Related Generation (URG) revenues resulting from the EDR discount will be reflected through the operation of currently authorized balancing accounts (e.g., Energy Resource Recovery Account and Base Revenue Requirement Balancing Account for generation and distribution, respectively). Reflecting the EDR discount in this way ensures complete recovery of all Federal Energy Regulatory Commission (FERC) and California Public Utilities Commission (CPUC) jurisdictional non-bypassable charges. The “generation” portion of the EDR discount provided to DA customers results in a reduction in HPC revenues, and that reduction is recovered from other DA customers in the same way the reduction in generation revenues resulting from the final EDR discount for bundled service customers is recovered from all customers receiving bundled service.

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

The tariffs submitted with this advice filing are effective upon confirmation of compliance with D.05-09-018 by the Energy Division.³

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 no later than 20 days after the date of this advice filing. Protests should be mailed to:

³ D.05-09-018, Ordering Paragraph 4.

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

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

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

Akbar Jazayeri
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

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 serving copies of this advice filing to the interested parties shown on the attached GO 96-A service list and A.04-04-008. Address change requests to the GO 96-A service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-4039. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing 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 James Schichtl at (626) 302-1707 or by electronic mail at James.Schichtl@sce.com

Southern California Edison Company

Akbar Jazayeri

AJ:mm
Enclosures

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)	
Company name/CPUC Utility No.: <u>Southern California Edison Company (U 338-E)</u>	
Utility type: <input checked="" type="checkbox"/> ELC <input type="checkbox"/> GAS <input type="checkbox"/> PLC <input type="checkbox"/> HEAT <input type="checkbox"/> WATER	Contact Person: <u>James Yee</u> Phone #: <u>(626) 302-2509</u> E-mail: <u>James.Yee@sce.com</u>
EXPLANATION OF UTILITY TYPE ELC = Electric GAS = Gas PLC = Pipeline HEAT = Heat WATER = Water	(Date Filed/ Received Stamp by CPUC)
Advice Letter (AL) #: <u>1918-E-A</u>	
Subject of AL: <u>Supplement to Establishment of the Economic Development Rate Tariffs Pursuant to Decision 05-09-018</u>	
Keywords (choose from CPUC listing): <u>Compliance, Agreements</u>	
AL filing type: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual <input checked="" type="checkbox"/> One-Time <input type="checkbox"/> Other _____	
If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: <p style="text-align: center;"><u>D.05-09-018</u></p>	
Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: <u>1918-E</u>	
Summarize differences between the AL and the prior withdrawn or rejected AL ¹ : <u>Provides Agreements that were not included in Advice 1918-E</u>	
Resolution Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Requested effective date: _____ No. of tariff sheets: <u>17</u>	
Estimated system annual revenue effect: (%): _____	
Estimated system average rate effect (%): _____	
When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).	
Tariff schedules affected: <u>Schedules, EDR-A, EDR-E, EDR-R, Forms 14-758, 14-759, 14-760, 14-772 and Table of Contents</u>	
Service affected and changes proposed ¹ : _____	
Pending advice letters that revise the same tariff sheets: _____	

¹ Discuss in AL if more space is needed.

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

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

Akbar Jazayeri
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Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: 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

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Original 39107-E Original 39108-E Original 39109-E	Schedule EDR-A Schedule EDR-A Schedule EDR-A	
Original 39110-E Original 39111-E Original 39112-E	Schedule EDR-E Schedule EDR-E Schedule EDR-E	
Original 39113-E Original 39114-E Original 39115-E	Schedule EDR-R Schedule EDR-R Schedule EDR-R	
Original 39121-E*	Form 14-758	
Original 39122-E*	Form 14-759	
Original 39123-E**	Form 14-760	
Original 39116-E*	Form 14-772	
Revised 39117-E Revised 39118-E Revised 39119-E Revised 39120-E	Table of Contents Table of Contents Table of Contents Table of Contents	Revised 39096-E Revised 38974-E Revised 39025-E Revised 33611-E



Schedule EDR-A
ECONOMIC DEVELOPMENT RATE-ATTRACTION

Sheet 1

APPLICABILITY

Applicable to new customers who locate their facilities at a site within SCE's service territory that results in SCE served load of at least 200 kW. Such load must be new to California. Customers will be eligible for service under this Schedule only if the discounts offered under this Schedule were necessary in the customer's decision to locate its new load in California. Additionally, the customer must demonstrate to the satisfaction of SCE that the load subject to this Schedule is new to California. The customer must sign an affidavit attesting to the fact that "but for" this discount, either on its own or in combination with a package of incentives made available to the customer from other sources, the customer would not have located operations within the State of California. This Schedule is not applicable to state and local government customers or residential customers. This Schedule will close to new participants on December 31, 2009, and all Agreements must be executed prior to this date. The total accumulated contract demand on Schedules EDR-A, EDR-E, and EDR-R, at any point in time for active agreements, shall not exceed 100 MW (megawatts).

Customers must be served under a General Service rate schedule.

Customers subject to the Environmental Pricing Credit Agreement may not take service under this Schedule.

Customers served under this Schedule are not eligible for service under Schedule EDR-E or Schedule EDR-R.

TERRITORY

Within the entire territory served.

RATES

Unless provided herein, or in the Economic Development Rate-Attraction Agreement, all charges and provisions of the customer's Otherwise Applicable Tariff (OAT) shall apply, except that the customer's total bill shall be subject to discount as follows:

Year 1	25%
Year 2	20%
Year 3	15%
Year 4	10%
Year 5	5%

(Continued)

(To be inserted by utility)
Advice 1918-E-A
Decision 05-09-018

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed Oct 3, 2005
Effective Oct 3, 2005
Resolution _____



Schedule EDR-A
ECONOMIC DEVELOPMENT RATE-ATTRACTION

Sheet 2

(Continued)

RATES Continued

For Bundled Service customers, the total bill includes charges for Delivery Service and Generation, as indicated in the Rates Section of the customer's OAT. For purposes of calculating the discount applicable to Direct Access (DA) and Community Choice Aggregation Service (CCA Service) customers, the total bill includes charges for Delivery Service, as indicated in the Rates Section of the customer's OAT, in addition to what the generation charges of the customer's OAT would have been had the customer been a Bundled Service customer. Such generation charges will be used as a proxy in order to calculate the discount.

The average rate after application of the discount under this Schedule cannot be less than SCE's marginal cost of service. The sum of the revenue collected by SCE from the customer, exclusive of any additional applicable taxes, shall not fall below a floor price equal to SCE's total customer-specific marginal cost of service, which includes distribution, transmission, and generation marginal costs for bundled-service customers. Marginal costs in effect at the time of each Agreement execution will be used for this calculation, and used throughout the term of the Agreement. The revenues from each customer will be reviewed to ensure that they equal or exceed SCE's marginal cost of service, up to the OAT revenues the customer would have paid if it had not received the discount.

SPECIAL CONDITIONS

1. Otherwise Applicable Tariff: The customer's regularly filed rate schedule under which service is rendered.
2. Agreement: The customer must sign the Economic Development Rate-Attraction Agreement (Form 14-758) and the Affidavit for Economic Development Rates (Form 14-772) in order to take service under this Schedule.
3. Start Date: The start date of the discount period shall commence within 24 months from the date of execution of the Agreement and Affidavit and shall be designated by the customer within the Agreement.
4. Conservation: In order to be eligible for this Schedule, a customer must allow SCE to conduct a energy audit for the purpose of making cost-effective energy efficiency and demand side management options available to the customer.

(Continued)

(To be inserted by utility)

Advice 1918-E-A
Decision 05-09-018

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Oct 3, 2005
Effective Oct 3, 2005
Resolution _____



Schedule EDR-A
ECONOMIC DEVELOPMENT RATE-ATTRACTION

Sheet 3

(Continued)

SPECIAL CONDITIONS Continued

- 5. SCE will consult with the Office of California Business Investment Services (CalBIS), or its successor entity, under the supervision of the California Business Transportation and Housing Agency (BTH), in order to determine qualified customers. Approval by CalBIS is necessary, but not sufficient, for determining eligibility. SCE reserves the right for final review and eligibility determination, and service under this Schedule shall be offered at the discretion of SCE. However, any customer rejection may be subject to review by the Commission pursuant to the complaint procedure specified in Commission Decision (D) 05-09-018.
- 6. All customers must agree to maintain a minimum level of load, as defined in Form 14-758, for five years from the date service is first rendered as set forth in the Economic Development Rate-Attraction Agreement.

(Continued)

(To be inserted by utility)
 Advice 1918-E-A
 Decision 05-09-018

Issued by
John R. Fielder
 Senior Vice President

(To be inserted by Cal. PUC)
 Date Filed Oct 3, 2005
 Effective Oct 3, 2005
 Resolution _____



Schedule EDR-E
ECONOMIC DEVELOPMENT RATE-EXPANSION

Sheet 1

APPLICABILITY

Applicable to existing customers who increase load by at least 200 kW over their current Maximum Demand, as established in their Base Period Usage. Such increase must represent load that is new to California. Customers who are planning to expand their load at their current site or who are planning to relocate and expand their load at a new site must demonstrate to the satisfaction of SCE that the expanded load subject to this Schedule is new to California. Additionally, the customer must sign an affidavit attesting to the fact that "but for" this discount, either on its own or in combination with a package of incentives made available to the customer from other sources, the customer would not have located operations or added load within the State of California. This Schedule is not applicable to state and local government customers or residential customers. This Schedule will close to new participants on December 31, 2009, and all Agreements must be executed prior to this date. The total accumulated contract demand on Schedules EDR-E, EDR-A, and EDR-R, at any point in time for active agreements, shall not exceed 100 MW (megawatts).

Customers must be served under a General Service rate schedule.

Customers subject to the Environmental Pricing Credit Agreement may not take service under this Schedule.

Customers served under this Schedule are not eligible for service under Schedule EDR-A or Schedule EDR-R.

The customer must establish an average monthly Base Period Usage determined from historical energy and demand. Load eligible for discount under this Schedule is the difference between the monthly metered energy and demand, from the Base Period Usage energy and demand.

An existing customer who otherwise qualifies for this option may move all load to a new site in SCE's territory and still take service under this option for the load that is new to California. To do so, the customer must demonstrate that the operations at the new site are substantially similar to those at the old site, and establish a Base Period Usage at the new site using the load and usage information from the old site.

TERRITORY

Within the entire territory served.

(Continued)

(To be inserted by utility)
Advice 1918-E-A
Decision 05-09-018

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed Oct 3, 2005
Effective Oct 3, 2005
Resolution _____



Schedule EDR-E
ECONOMIC DEVELOPMENT RATE-EXPANSION

Sheet 2

(Continued)

RATES

Unless provided herein, or in the Economic Development Rate-Expansion Agreement, all charges and provisions of the customer's Otherwise Applicable Tariff (OAT) shall apply, except that the customer's total bill shall be subject to discount as follows:

Year 1	25%
Year 2	20%
Year 3	15%
Year 4	10%
Year 5	5%

For Bundled Service customers, the total bill includes charges for Delivery Service and Generation, as indicated in the Rates Section of customer's OAT. For purposes of calculating the discount applicable to Direct Access (DA) and Community Choice Aggregation Service (CCA) Service customers, the total bill includes charges for Delivery Service, as indicated in the Rates Section of customer's OAT, in addition to what the generation charges of the customer's OAT would have been had the customer been a Bundled Service customer. Such generation charges will be used as a proxy in order to calculate the discount.

The average rate after application of the discount under this Schedule cannot be less than SCE's marginal cost of service. The sum of the revenue collected by SCE from the customer, exclusive of any additional applicable taxes, shall not fall below a floor price equal to SCE's total customer-specific marginal cost of service, which includes distribution, transmission, and generation marginal costs for Bundled-Service customers. Marginal costs in effect at the time of each Agreement execution will be used for this calculation, and used throughout the term of the Agreement. The revenues for each customer will be reviewed to ensure that they equal or exceed SCE's marginal cost of service, up to the OAT revenues the customer would have paid if it had not received the discount.

SPECIAL CONDITIONS

1. Otherwise Applicable Tariff: The customer's regularly filed rate schedule under which service is rendered.
2. Agreement: The customer must sign the Economic Development Rate-Expansion Agreement (Form 14-759) and the Affidavit (Form 14-772) in order to take service under this Schedule.
3. Start Date: The start date of the discount period shall commence within 24 months from the date of execution of the Agreement and shall be designated by the customer within the Agreement.

(Continued)

(To be inserted by utility)

Advice 1918-E-A
Decision 05-09-018

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Oct 3, 2005
Effective Oct 3, 2005
Resolution _____

Schedule EDR-E
ECONOMIC DEVELOPMENT RATE-EXPANSION

Sheet 3

(Continued)

SPECIAL CONDITIONS (Continued)

4. Metering: Separate electric metering for the customer's Qualifying Incremental Load, as defined in Form 14-759 may be required if, in SCE's sole opinion, it is necessary to provide service under this schedule. The customer will be responsible for any costs associated with providing separate electric metering.
5. Conservation: In order to be eligible for this Schedule, a customers must allow SCE to conduct a energy audit for the purpose of making cost-effective energy efficiency and demand side management options available to the customers.
6. SCE will consult with the Office of California Business investment Services (CalBIS), or its successor entity, under the supervision of the California Business Transportation and Housing Agency (BTH), in order to determine qualified customers. Approval by CalBIS is necessary, but not sufficient, for determining eligibility. SCE reserves the right for final review and eligibility determination, and service under this Schedule shall be offered at the discretion of SCE. However, any customer rejection may be subject to review by the Commission pursuant to the complaint procedure specified in Commission Decision (D) 05-09-018.
7. All customers must agree to maintain a Minimum Expanded Load as defined in Form 14-759 for five years from the date service is first rendered as set forth in the Economic Development Rate-Expansion Agreement.
8. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate-Expansion Agreement. If time of use data is not available, the customer's Base Period Usage shall be established using available data, subject to subsequent adjustment based on customer's recorded demand and energy.

(Continued)

(To be inserted by utility)

Advice 1918-E-A
Decision 05-09-018Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Oct 3, 2005
Effective Oct 3, 2005
Resolution _____



Schedule EDR-R
ECONOMIC DEVELOPMENT RATE-RETENTION

Sheet 1

APPLICABILITY

Applicable to existing customers with demands of at least 200 kW. The customer must demonstrate to the satisfaction of SCE that relocation of its entire operations or a qualified portion of their operations which consists of load of at least 200 kW, to a site outside of California is a viable alternative or that closure of the customer's existing facilities is otherwise eminent. Additionally, the customer must sign an affidavit attesting to the fact that "but for" this discount, either on its own or in combination with a package of incentives made available to the customer from other sources, the customer would not have retained load within the State of California. This Schedule is not applicable to state and local government customers or residential customers. This Schedule will close to new participants on December 31, 2009, and all Agreements must be executed prior to this date. The total accumulated contract demand on Schedules EDR-R, EDR-E, and EDR-A, at any point in time for active agreements, shall not exceed 100 MW (megawatts).

Customers must be served under General Service rate Schedule.

Customers subject to the Environmental Pricing Credit agreement may not take service under this Schedule.

Customers served under this Schedule are not eligible for service under Schedule EDR-A or Schedule EDR-E.

TERRITORY

Within the entire territory served.

RATES

Unless provided herein, or in the Economic Development Rate-Retention Agreement, all charges and provisions of the customer's Otherwise Applicable Tariff (OAT) shall apply, except that the customer's total bill shall be subject to discount as follows:

Year 1	25%
Year 2	20%
Year 3	15%
Year 4	10%
Year 5	5%

(Continued)

(To be inserted by utility)
Advice 1918-E-A
Decision 05-09-018

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed Oct 3, 2005
Effective Oct 3, 2005
Resolution _____



Schedule EDR-R
ECONOMIC DEVELOPMENT RATE-RETENTION

Sheet 2

(Continued)

RATES (Continued)

For Bundled Service customers, the total bill includes charges for Delivery Service and Generation, as indicated in the Rates Section of customer's OAT. For purposes of calculating the discount applicable to Direct Access (DA) and Community Choice Aggregation Service (CCA) Service customers, the total bill includes charges for Delivery Service, as indicated in the Rates Section of customer's OAT, in addition to what the generation charges of the customer's OAT would have been had the customer been a Bundled Service customer. Such generation charges will be used as a proxy in order to calculate the discount.

The average rate after application of the discount under this Schedule cannot be less than SCE's marginal cost of service. The sum of the revenue collected by SCE from the customer, exclusive of any additional applicable taxes, shall not fall below a floor price equal to SCE's total customer-specific marginal cost of service, which includes distribution, transmission, and generation marginal costs for Bundled Service customers. Marginal costs in effect at the time of each Agreement execution will be used for this calculation, and used throughout the term of the Agreement. The revenues for each customer will be reviewed to ensure that they equal or exceed SCE's marginal cost of service, up to the OAT revenues the customer would have paid if it had not received the discount.

SPECIAL CONDITIONS

1. Otherwise Applicable Tariff: The customer's regularly filed rate schedule under which service is rendered.
2. Agreement: The customer must sign the Economic Development Rate - Retention Agreement (Form 14-760) and the Affidavit for Economic Development Rates (Form 14-772) in order to take service under this Schedule.
3. Start Date: The start date of the discount period shall commence within 12 months from the date of execution of the Agreement and shall be designated by the customer within the Agreement.
4. Metering: Separate electric metering for a qualified portion of load may be required if, in SCE's sole opinion, it is necessary to provide service under this schedule. The customer will be responsible for any costs associated with providing separate electric metering.
5. Conservation: In order to be eligible for this Schedule, a customers must allow SCE to conduct a energy audit for the purpose of making cost-effective energy efficiency and demand side management options available to the customers.

(Continued)

(To be inserted by utility)

Advice 1918-E-A
Decision 05-09-018

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Oct 3, 2005
Effective Oct 3, 2005
Resolution _____



Schedule EDR-R
ECONOMIC DEVELOPMENT RATE-RETENTION

Sheet 3

(Continued)

SPECIAL CONDITIONS (Continued)

- 6. SCE will consult with the Office of California Business investment Services (CalBIS), or its successor entity, under the supervision of the California Business Transportation and Housing Agency (BTH), in order to determine qualified customers. Approval by CalBIS is necessary, but not sufficient, for determining eligibility. SCE reserves the right for final review and eligibility determination, and service under this Schedule shall be offered at the discretion of SCE. However, any customer rejection may be subject to review by the Commission pursuant to the complaint procedure specified in Commission Decision (D.)05-09-018.
- 7. All customers must agree to maintain a minimum level of load for five years from the date service is first rendered under this provision as set forth in the Economic Development Rate - Retention Agreement.

(Continued)

(To be inserted by utility)

Advice 1918-E-A
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Senior Vice President

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

Original
Cancelling

Cal. PUC Sheet No. 39121-E*
Cal. PUC Sheet No.

Sheet 1

ECONOMIC DEVELOPMENT RATE-ATTRACTION
AGREEMENT

Form 14-758

(Continued)

(To be inserted by utility)

Advice 1918-E-A
Decision 05-09-018

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John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

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

Original
Cancelling

Cal. PUC Sheet No. 39122-E*
Cal. PUC Sheet No.

Sheet 1

ECONOMIC DEVELOPMENT RATE-EXPANSION
AGREEMENT

Form 14-759

(Continued)

(To be inserted by utility)

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John R. Fielder
Senior Vice President

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

Original
Cancelling

Cal. PUC Sheet No. 39123-E**
Cal. PUC Sheet No.

Sheet 1

ECONOMIC DEVELOPMENT RATE-RETENTION
AGREEMENT

Form 14-760

(Continued)

(To be inserted by utility)

Advice 1918-E-A
Decision 05-09-018

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Oct 3, 2005
Effective Oct 3, 2005
Resolution _____



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

Original
Cancelling

Cal. PUC Sheet No. 39116-E*
Cal. PUC Sheet No.

Sheet 1

AFFIDAVIT FOR ECONOMIC DEVELOPMENT
RATES

Form 14-772

(Continued)

(To be inserted by utility)

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AFFIDAVIT FOR ECONOMIC DEVELOPMENT RATES

By signing this affidavit, an Applicant who locates, adds, or retains load in the service territory of Southern California Edison (SCE) hereby certifies and declares under penalty of perjury under the laws of the State of California that the statements in the following paragraphs are true and correct:

1. But for the receipt of the applicable discounted economic development rate and the terms of the corresponding EDR Agreement, either on its own or in combination with an economic development incentive package, the Applicant's load would not have been located, added, or retained within California.
2. The load to which the Agreement applies represents kilowatt-hours (kWh) and kilowatts (kW) that either (i) does not already exist in the State of California, or (ii) the Applicant considered relocating or expanding to a location outside of the State of California.
3. Applicant has discussed with SCE the cost-effective conservation and load management measures the Applicant may take to reduce their electric bills and the load they place on the SCE's system.
4. On an annual basis, the cost of electricity for Applicant at this facility represents approximately _____% of operating costs.
5. Customer confirms that its NAICS Code(s) and SIC Code(s) are as stated in the applicable EDR Agreement and that it is eligible for the applicable EDR schedule.
6. Customer certifies that all load subject to the applicable EDR represents load that is eligible for the applicable EDR schedule and is existing load which is being retained or will be load new to California and does not represent load already in or which is being relocated within California.

Executed this _____ day of _____, _____.

By: APPLICANT

Signature:

Name:

Title:



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ECONOMIC DEVELOPMENT RATE-ATTRACTION AGREEMENT

This Agreement is entered into between _____
 (“Customer”), _____ (Service Account), located at _____
 _____, and Southern California Edison
 Company (“SCE”), located at 2244 Walnut Grove Avenue, Rosemead, California 91770.
 This Agreement shall become effective as of the date set forth beneath SCE’s signature on
 the signature page of this Agreement. This Economic Development Rate-Attraction
 Agreement (“Agreement”) provides Customer with a declining discount for electric energy
 purchased over the five-year term of the Agreement.

This Agreement is a filed form tariff agreement authorized by the California Public Utilities
 Commission (“Commission”) for use by SCE. 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 is to be
 used in conjunction with Schedule EDR-A of SCE’s Commission-approved tariffs, and
 supplements the terms and conditions of Customer’s electric service under Customer’s
 Otherwise Applicable Tariff, which is Schedule _____
 _____, and all related agreements.

The Parties agree as follows:

1. DEFINITIONS

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

- 1.1. Added Facilities: Equipment or facilities that are in addition to, or in substitution for, standard facilities that SCE would normally install in order to provide electric service to Customer.
- 1.2. Agreement: This document and appendices, as amended from time to time.
- 1.3. Economic Development Rate-Attraction (“EDR-A”): The rates and charges set forth in Schedule EDR-A, subject to the terms and conditions of this Agreement.
- 1.4. Base Period Usage: As defined in Section 3 of this Agreement.
- 1.5. Customer: Customer as defined in SCE’s Rule 1.
- 1.6. Forecast Maximum Demand: Customer’s forecast of its Total Load maximum demand, including any expansion of load planned over the five years of this Agreement.

- 1.7. Incremental Added Facilities: Added Facilities that are required by SCE or requested by Customer to be installed in order to accommodate Customer's Load, including any expansion, under Schedule EDR-A.
- 1.8. Interest Rate: The 90-day commercial paper rate.
- 1.9. Liquidated Damages: Damages owed by Customer to SCE as provided in Section 10 of this Agreement.
- 1.10. Minimum Load: The minimum load Customer has agreed to purchase annually as established for Customer in Section 4.
- 1.11. Otherwise Applicable Tariff (OAT): The rate schedule under which Customer is taking electric service from SCE at the time of signing this Agreement, and any applicable successor schedule.
- 1.12. Party, Parties: The parties to this Agreement are SCE and Customer, as defined above.
- 1.13. North American Industry Classification System ("NAICS") Code: A industry coding system developed jointly by the U.S., Canada, and Mexico to provide new comparability in statistics about economic activity across North America.
- 1.14. Standard Industrial Classification ("SIC") Code: The published codes in the 1987 Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget.
- 1.15. Total Load: Customer's recorded (metered) load (energy and demand).
- 1.16. Uncontrollable Force(s): An Uncontrollable Force is an event or occurrence due to influences outside the reasonable control of either or both Parties that could not have been prevented by the exercise of due diligence.

2. ECONOMIC DEVELOPMENT RATE - ATTRACTION

- 2.1. Customer represents that their NAICS 4-digit Code is _____, or their SIC 3 to 4-digit Code is _____.
- 2.2. Customer further represents that it meets the applicability requirements of Schedule EDR-A.
- 2.3. Accordingly, subject to the terms and conditions of this Agreement, SCE will provide Customer a declining discount for purchases of electricity (demand and energy) at its Otherwise Applicable Tariff over the five-year term of this Agreement as follows:

Year 1	25%
Year 2	20%
Year 3	15%
Year 4	10%
Year 5	5%

- 2.4. For Direct Access (DA) and Community Choice Aggregation Service (CCA Service) customers, the bundled service generation charge that would otherwise apply on the customer's OAT will be used as a proxy for generation in order to calculate the discount.
- 2.5. The maximum discount will be limited by SCE's marginal cost of supplying service to the Customer. Marginal costs and methodology in effect at the time of each contract execution will be used in determining this limit throughout the term of the contract. The revenue for each Customer will be reviewed to ensure that they equal or exceed SCE's marginal costs of service, up to the OAT revenue the Customer would have paid if it had not received the discount.
- 2.6. Customer must maintain Total Load maximum demands of at least 200 kW during each of the five years of service under this Agreement.

3. BASE PERIOD USAGE

- 3.1. Base Period Usage must be established for each Customer.
- 3.2. SCE shall determine Customer's Base Period Usage by estimating Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data, including Customer's previous electricity bills, if any. That calculation shall be used to determine Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer load characteristics. When SCE can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.
- 3.3. If Customer is subject to billing on a time-of-use basis but does not have the requisite historical data to determine its actual base period usage, SCE shall estimate Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data. That calculation shall be used as Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer's load characteristics. When SCE can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.

3.4. Base Period Usage is established as follows:

<u>Facilities Related Demand</u>	<u>Average Monthly Base Period Usage (kW)</u>	<u>Average Hourly Base Period Usage, (kWh)</u>
		N/A
<u>Summer</u>		
On-Peak		
Mid-Peak		
Off-Peak	_____	_____
OVERALL		
<u>Winter</u>		
Mid-Peak		
Off-Peak	_____	_____
OVERALL		

Base Period Usage Facilities Related Demand is computed as follows:

1. Determine a Facilities Related Demand for each month in the period used to establish Base Period Usage that is the greater of:
 - a. The maximum billing demand for the month, or
 - b. 50% of the highest of all the billing demands in the period used to establish Base Period Usage.
2. Compute the average of the monthly Facilities Related Demands thus determined. This is Base Period Usage Facilities Related Demand.

An "XXX" entered above indicates that the entry is not applicable to Customer's Base Period Usage.

4. MINIMUM LOAD

- 4.1. Customer must maintain a Minimum Load for each year from the date service is first rendered under Schedule EDR-A for the five-year term of this Agreement.
- 4.2. The Minimum Load must be at least 200 kW.
- 4.3. If during any year of service the Customer's Total Load maximum demand falls below 200 kW in any three months, the Customer's discounts under Section 2.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to Total Load, shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 2.3.

- 4.4. Any load reductions shown to be directly attributable to energy efficiency measures implemented after establishing Base Period Usage in this Agreement shall not adversely impact the calculation of Customer's Minimum Load. The imputed load reductions attributable to any energy efficiency measure implemented subsequent to the establishment of Base Period Usage shall be added back into the load calculation in the event that Customer's Minimum Load falls below 200 kW. Provided that Customer maintains usage of at least 200 kW, net of any energy efficiency impacts, all Customer discounts shall apply.

5. COMMENCEMENT OF SERVICE

- 5.1. SCE will begin providing the Customer service under Schedule EDR-A at the start of the next regular billing period following the date the Customer notifies SCE that service should begin under Schedule EDR-A, which date shall not be more than 24 months from the effective date of this Agreement.
- 5.2. Customer estimates that service under Schedule EDR-A shall commence at the start of the next regular billing period beginning after _____ and shall provide SCE at least five business days' notice of any change in such date.

6. ADDED FACILITIES

An Added Facilities Contract, SCE's filed Form Nos. 16-308 or 16-309, shall be required if additional equipment or facilities are required for Added Facilities or Incremental Added Facilities.

7. ACKNOWLEDGMENT

- 7.1. Except as otherwise amended herein, Customer acknowledges that it is fully subject to all terms and conditions contained in Customer's OAT, or its successor rate schedule, all of SCE's rules, and all terms and conditions of service contained in SCE's Commission-approved tariffs. Any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.
- 7.2. Customer also acknowledges that SCE may request documentation to support Customer's signed Affidavit and may verify any supporting documentation and statements Customer has made in support of its signed Affidavit.

8. TERM

- 8.1. This Agreement shall be effective for five years following the commencement of service under Schedule EDR-A pursuant to Section 5 of this Agreement.
- 8.2. At the end of the fifth year, Customer will no longer take service under Schedule EDR-A and will be billed only under their OAT, effective with the start of the next regular billing period following the end of the fifth year of service under this Agreement.
- 8.3. This Agreement is not renewable at the expiration of its term.

9. TERMINATION

This Agreement may be terminated (subject to payment of Liquidated Damages as provided for in Section 10) by either party upon written notice as follows.

- 9.1. Termination for Misrepresentation or Fraud: SCE may terminate this Agreement upon five business days' notice if any representation made by Customer in this Agreement is untrue in any material respect, or if any statement in Customer's Affidavit was untrue, or if SCE determines that Customer was not eligible for Schedule EDR-A when this Agreement was signed, in which case Liquidated Damages as set forth in Section 10.3 shall be paid.
- 9.2. Termination at Customer's Request: Customer may request termination of this Agreement at any time by providing at least 60 days' written notice to SCE.
- 9.3. Termination For Nonpayment: SCE may terminate this Agreement if Customer fails to pay any amount due hereunder, under Schedule EDR-A within 30 days after receipt of notice of nonpayment from SCE. Customer shall be liable for all unpaid amounts and any accrued interest on the unpaid amounts.
- 9.4. Termination For Noncompliance: SCE may terminate this Agreement upon five business days' notice if Customer fails to comply with any term or condition of Schedule EDR-A or this Agreement, or if Customer ceases the operations to which this Agreement applies or moves such operations out of SCE's service territory.
- 9.5. Termination For Ineligibility: SCE may terminate this Agreement upon five business days' notice if it determines that Customer has become ineligible for Schedule EDR-A.
- 9.6. Termination For Failure To Maintain Minimum Load: SCE may terminate this Agreement if Customer fails to maintain its Minimum Load during any consecutive 12 month period or shuts down its operations. If Customer fails to maintain its Minimum Load, SCE must provide Customer at least 90 days notice of termination and Customer shall have the opportunity to increase its load to the Minimum Load and demonstrate to SCE's satisfaction that it will continue to use its Minimum Load for the remaining term of this Agreement.
- 9.7. Termination For Failure To Commence Service: SCE may terminate this Agreement if Customer does not begin service within 24 months after the date this Agreement was executed.

10. LIQUIDATED DAMAGES

- 10.1. Upon termination of this Agreement, prior to its five-year term pursuant to Sections 9.1, 9.2, 9.3, 9.4, 9.5, or 9.6, Customer shall be required to pay SCE Liquidated Damages. The Liquidated Damages are required to ensure that neither SCE nor its ratepayers are financially or otherwise damaged if this Agreement is prematurely terminated before the end of its term.

- 10.2. It would be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to termination of this Agreement. Parties agree the Liquidated Damages specified herein are a reasonable approximation of damages which SCE and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.
- 10.3. For termination under Section 9.1 above, Liquidated Damages under this Agreement shall be an amount equal to 200% of the cumulative difference between (i) the amount the Customer would have paid for its energy and demand if billed at their OAT from the date service was first rendered under Schedule EDR-A to the date of termination, and (ii) the amount billed to Customer under this Agreement and Schedule EDR-A during the same period.
- 10.4. For termination under Sections 9.2, 9.3, 9.4, 9.5, or 9.6 above, (excepting business closure or reduction in load without relocation) Liquidated Damages under this Agreement shall be an amount equal to 100% of the cumulative difference between (i) the amount billed to Customer under this Agreement and Schedule EDR-A from the date service was first rendered under Schedule EDR-A to the date of termination, and (ii) bills calculated under the OAT less 15% during the same period, plus interest on that difference (at the Interest Rate) to the date of payment.
- 10.5. After termination of this Agreement, Customer shall be billed at their OAT.
- 10.6. The limitations of Rule 17 of SCE's Commission-approved Tariffs shall not apply to amounts payable under this Agreement.
- 10.7. SCE may in its discretion require Customer to establish a letter of credit or other security as a condition to providing service under Schedule EDR-A to secure repayment of any Liquidated Damages.

11. UNCONTROLLABLE FORCE

- 11.1. Neither Party shall be considered to be in default in the performance of any obligation under this Agreement, except for obligations to pay money when and to the extent that failure of performance shall be caused by an Uncontrollable Force.
- 11.2. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.
 - 11.2.1. The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.
 - 11.2.2. The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes,

walkouts, lockouts or other labor disputes shall be at the sole discretion of the Party having the difficulty.

11.2.3. When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.

11.3. Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.

11.3.1. Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.

11.3.2. Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, if such written notice is given more than two weeks after the Uncontrollable Force occurred.

11.4. If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule EDR-A and this Agreement, Customer may request that SCE suspend the terms of Schedule EDR-A and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at the Otherwise Applicable Tariff for the duration of the suspension of this Agreement. Resumption of the terms of Schedule EDR-A and this Agreement shall commence with the next regularly scheduled billing period. In addition, the term of this Agreement will be extended for up to 12 months beyond the term originally established in this Agreement by the length of time this Agreement was suspended.

11.5. The occurrence of an Uncontrollable Force shall not (i) prevent SCE from terminating this Agreement in accordance with Sections 9.4 and 9.5, or (ii) extend the period any level of discount is available as provided in Section 2.3.

11.6. If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must be first authorized by the Commission prior to implementation.

12. DAMAGE LIMITATION

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

13. INDEMNITY

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

14. ASSIGNMENT OF AGREEMENT

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

15. AMENDMENT

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

16. NOTICE

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

Customer:

(name)

(title)

(party)

(address)

(city, state, & zip code)

SCE:

Manager, Economic and Business Development
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770

17. NONWAIVER

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

18. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected. However, should either party determine, in good faith, that such unenforceability renders the remaining provisions of this Agreement economically infeasible or disadvantageous, said party may terminate this Agreement upon 15 days notice, except that the provisions of Section 10, Liquidated Damages, shall apply to any such termination.

19. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under, the laws, rules, and regulations of the State of California and the Commission, and under SCE's Commission-approved Tariff Schedules and Rules. To the extent there are any inconsistencies between this Agreement and SCE's other tariffs, this Agreement shall control.

20. CALIFORNIA PUBLIC UTILITIES COMMISSION

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

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

21. ENTIRE AGREEMENT

This Agreement, including SCE's tariffs as filed with the Public Utilities Commission, constitutes the sole, only, and entire agreement and understanding between the Parties as to the subject matter of this Agreement with respect to Schedule EDR-A. Prior agreements, commitments or representations, whether expressed or implied, and discussions between Parties, shall not be construed to be a part of this Agreement.

22. AUTHORIZATION SIGNATURES

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.

By: SOUTHERN CALIFORNIA
EDISON COMPANY

By: CUSTOMER

(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

Southern California Edison Company

(Customer)

(Date)

(Date)

ECONOMIC DEVELOPMENT RATE-EXPANSION AGREEMENT

This Agreement is entered into between _____
("Customer"), _____ (Service Account), located at _____
_____, and Southern California Edison Company ("SCE"), located at 2244 Walnut Grove Avenue, Rosemead, California 91770. This Agreement shall become effective as of the date set forth beneath SCE's signature on the signature page of this Agreement. This Economic Development Rate-Expansion Agreement ("Agreement") provides Customer with a declining discount for incremental electric energy purchased over the five-year term of the Agreement.

This Agreement is a filed form tariff agreement authorized by the California Public Utilities Commission ("Commission") for use by SCE. 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 is to be used in conjunction with Schedule EDR-E of SCE's Commission-approved tariffs, and supplements the terms and conditions of Customer's electric service under Customer's Otherwise Applicable Tariff, which is Schedule _____, and all related agreements.

The Parties agree as follows:

1. DEFINITIONS

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

- 1.1. Added Facilities: Equipment or facilities that are in addition to, or in substitution for, standard facilities that SCE would normally install in order to provide electric service to Customer.
- 1.2. Agreement: This document and appendices, as amended from time to time.
- 1.3. Base Period Usage: As defined in Section 3 of this Agreement.
- 1.4. Customer: Customer as defined in SCE's Rule 1.
- 1.5. Economic Development Rate-Expansion (EDR-E): The rates and charges set forth in Schedule EDR-E, subject to the terms and conditions of this Agreement.
- 1.6. Forecast Maximum Incremental Demand: Customer's forecast of the maximum demand of its Incremental Load planned during the five years of this Agreement.

- 1.7. Incremental Added Facilities: Added Facilities that are required by SCE or requested by Customer to be installed in order to accommodate Customer's Incremental Load under Schedule EDR-E.
- 1.8. Incremental Load: Recorded (metered) load (energy and demand) in excess of Base Period Usage.
- 1.9. Interest Rate: The 90-day commercial paper rate.
- 1.10. Liquidated Damages: Damages owed by Customer to SCE as provided in Section 10 of this Agreement.
- 1.11. Minimum Expanded Load: The minimum incremental load Customer has agreed to purchase annually as established for Customer in Section 4.
- 1.12. Otherwise Applicable Tariff (OAT): The rate schedule under which Customer is taking electric service from SCE at the time of signing this Agreement, and any applicable successor schedule.
- 1.13. Party, Parties: The parties to this Agreement are SCE and Customer, as defined above.
- 1.14. Qualifying Incremental Load: Incremental Load maximum demand of at least 200 kW.
- 1.15. North American Industry Classification System ("NAICS") Code: A industry coding system developed jointly by the U.S., Canada, and Mexico to provide new comparability in statistics about activity across North America.
- 1.16. Standard Industrial Classification ("SIC") Code: The published codes in the 1987 Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget.
- 1.17. Total Load: Customer's Recorded (metered) load (energy and demand).
- 1.18. Uncontrollable Force(s): An Uncontrollable Force is an event or occurrence due to influences outside the reasonable control of either or both Parties that could not have been prevented by the exercise of due diligence.

2. ECONOMIC DEVELOPMENT RATE-EXPANSION

- 2.1. Customer represents that their NAICS 4-digit Code is _____, or their SIC 3 to 4-digit Code is _____.
- 2.2. Customer further represents that it meets the applicability requirements of Schedule EDR-E.

2.3. Accordingly, subject to the terms and conditions of this Agreement, SCE will provide Customer a declining discount for purchases of Incremental Load (demand and energy) at Customer's OAT over the five-year term of this Agreement as follows:

Year 1	25%
Year 2	20%
Year 3	15%
Year 4	10%
Year 5	5%

2.4. For Direct Access (DA) and Community Choice Aggregation Service (CCA Service) customers, the bundled service generation charge that would otherwise apply on the Customer's OAT will be used as a proxy for generation in order to calculate the discount.

2.5. All purchases of electricity equal to Base Period Usage shall be billed at Customer's OAT.

2.6. The maximum discount will be limited by SCE's marginal cost of supplying service to the Customer. Marginal costs and methodology in effect at the time of each contract execution will be used in determining this limit throughout the term of the contract. The revenue for each Customer will be reviewed to ensure that they equal or exceed SCE's marginal costs of service, up to the OAT revenue the Customer would have paid if it had not received the discount.

2.7. Customer's Qualifying Incremental Load is used to determine Customer's minimum required expansion of load under Schedule EDR-E.

2.8. Customer must maintain its Qualifying Incremental Load during each of the five years of service under this Agreement.

3. BASE PERIOD USAGE

3.1. Base Period Usage must be established for each Customer to determine its Incremental Load.

3.2. Base Period Usage is an average of Customer's historical monthly energy usage (kWh) and demand (kW) by season and time-of-use where applicable, and is computed by SCE from Customer's 12 most representative continuous months of usage out of the past 24 months. Base Period Usage for energy consumption (kWh) shall be computed on an average hourly basis, and for billing shall be expanded by the applicable number of hours in the billing period. Ordinarily, Customer's Base Period Usage is based on the energy and demand recorded by SCE on a calendar-month basis. In the absence of calendar month data, 12

billing periods of Customer’s billing history will be used, which may not add up to 365 days.

- 3.3. If Customer is subject to billing on a time-of-use basis but does not have the requisite historical data to determine its actual Base Period Usage, SCE shall estimate Customer’s load characteristics, including estimated demand and energy usage on a time-of-use basis, using available data. That calculation shall be used as Customer’s Base Period Usage until recorded load data becomes available to more definitively establish Customer’s load characteristics. When SCE can more accurately estimate Customer’s actual load characteristics, Customer’s Base Period Usage shall be established based upon the new recorded data.
- 3.4. Base Period Usage is established as follows:

	Average Monthly Base Period Usage (kW)	Average Hourly Base Period Usage, (kWh)
<u>Facilities Related Demand</u>		N/A
 <u>Summer</u>		
On-Peak		
Mid-Peak		
Off-Peak	_____	_____
OVERALL		
 <u>Winter</u>		
Mid-Peak		
Off-Peak	_____	_____
OVERALL		

Base Period Usage Facilities Related Demand is computed as follows:

- 1. Determine a Facilities Related Demand for each month in the period used to establish Base Period Usage that is the greater of:
 - a. The maximum billing demand for the month, or
 - b. 50% of the highest of all the billing demands in the period used to establish Base Period Usage.
- 2. Compute the average of the monthly Facilities Related Demands thus determined. This is Base Period Usage Facilities Related Demand.

An “XXX” entered above indicates that the entry is not applicable to Customer’s Base Period Usage.

4. MINIMUM EXPANDED LOAD

- 4.1. Customer must maintain a Minimum Expanded Load for each year from the date service is first rendered under Schedule EDR-E for the five-year term of this Agreement.
- 4.2. The Minimum Expanded Load cannot be lower than 200 kW.
- 4.3. If during any year of service the Customer's Minimum Expanded Load falls below 200 kW in any three months, the Customer's discounts under section 2.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to Minimum Expanded Load shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 2.3.
- 4.4. Any load reductions shown to be directly attributable to energy efficiency measures implemented after establishing Base Period Usage in this Agreement shall not adversely impact the calculation of Customer's Minimum Expanded Load. The imputed load reductions attributable to any energy efficiency measures implemented subsequent to the establishment of Base Period Usage shall be added back into the load calculation in the event that Customer's Minimum Expanded Load falls below 200 kW. Provided that Customer maintains their Minimum Expanded Load, net of any energy efficiency impacts, all Customer discounts shall apply.

5. COMMENCEMENT OF SERVICE

- 5.1. SCE will begin providing service under Schedule EDR-E at the start of the next regular billing period following the date Customer notifies SCE that service should begin under Schedule EDR-E, which date shall not be more than twenty-four months from the effective date of this Agreement.
- 5.2. Customer estimates that service under Schedule EDR-E shall commence at the start of the next regular billing period beginning after _____ and shall provide SCE at least 5 business days' notice of any change in such date.

6. ADDED FACILITIES

An Added Facilities Contract, SCE's filed Form Nos. 16-308 or 16-309, shall be required if additional equipment or facilities are required for Added Facilities or Incremental Added Facilities.

7. ACKNOWLEDGMENT

- 7.1. Except as otherwise amended herein, Customer acknowledges that it is fully subject to all terms and conditions contained in Customer's OAT, or its successor rate schedule, all of SCE's rules, and all terms and conditions of service contained in SCE's Commission-approved tariffs. Any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.
- 7.2. Customer also acknowledges that SCE may request documentation to support Customer's signed Affidavit and may verify any supporting documentation and statements Customer has made in support of its signed Affidavit.

8. TERM

- 8.1. This Agreement shall be effective for five years following the commencement of service under Schedule EDR-E pursuant to Section 5 of this Agreement.
- 8.2. At the end of the fifth year, Customer will no longer take service under Schedule EDR-E and will be billed only under their OAT, effective with the start of the next regular billing period following the end of the fifth year of service under this Agreement.
- 8.3. This Agreement is not renewable at the expiration of its term.

9. TERMINATION

This Agreement may be terminated (subject to payment of Liquidated Damages as provided in Section 10) by either party upon written notice as follows:

- 9.1. Termination for Misrepresentation or Fraud: SCE may terminate this Agreement upon five business days' notice if any representation made by Customer in this Agreement is untrue in any material respect, or if any statement in Customer's Affidavit was untrue, or if SCE determines that Customer was not eligible for Schedule EDR-E when this Agreement was signed, in which case Liquidated Damages as set forth in Section 10.3 shall be paid.
- 9.2. Termination at Customer's Request: Customer may request termination of this Agreement at any time by providing at least 60 days written notice to SCE.
- 9.3. Termination For Nonpayment: SCE may terminate this Agreement if Customer fails to pay any amount due hereunder, under Schedule EDR-E within 30 days after receipt of notice of nonpayment from SCE. Customer shall be liable for all unpaid amounts and accrued interest on the unpaid amounts.
- 9.4. Termination For Noncompliance: SCE may terminate this Agreement upon five business days' notice if Customer fails to comply with any term or condition of

Schedule EDR-E or this Agreement, or if Customer ceases the operations to which this Agreement applies or moves such operations out of SCE's service territory.

- 9.5. Termination For Ineligibility: SCE may terminate this Agreement upon five business days' notice if it determines that Customer has become ineligible for Schedule EDR-E.
- 9.6. Termination For Failure To Maintain Minimum Expanded Load: SCE may terminate this Agreement if Customer fails to maintain its Minimum Expanded Load during any consecutive 12 month period or shuts down its operations. If Customer fails to maintain its Minimum Expanded Load, SCE must provide Customer at least 90 days notice of termination for failure to meet its Minimum Expanded Load and Customer shall have the opportunity to increase its load to meet its Minimum Expanded Load and demonstrate to SCE's satisfaction that it will continue to use its Minimum Expanded Load for the remaining term of this Agreement.
- 9.7. Termination For Failure To Commence Service: SCE may terminate this Agreement if Customer does not begin service within 24 months after the date this Agreement was executed.

10. LIQUIDATED DAMAGES

- 10.1. Upon termination of this Agreement, prior to its five-year term pursuant to Sections 9.1, 9.2, 9.3, 9.4, 9.5, or 9.6, Customer shall be required to pay SCE Liquidated Damages. The Liquidated Damages are required to ensure that neither SCE nor its ratepayers are financially or otherwise damaged if this Agreement is prematurely terminated before the end of its term.
- 10.2. It would be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to termination of this Agreement. Parties agree the Liquidated Damages specified herein are a reasonable approximation of damages which SCE and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.
- 10.3. For termination under Section 9.1 above, Liquidated Damages under this Agreement shall be an amount equal to 200% of the cumulative difference between (i) the amount the Customer would have paid for its energy and demand if billed at their OAT, from the date service was first rendered under Schedule EDR-E, to the date of termination, and (ii) the amount billed to Customer under this Agreement and Schedule EDR-E during the same period.
- 10.4. For termination under Sections 9.2, 9.3, 9.4, 9.5, or 9.6, above, (excepting business closure or reduction in load without relocation) Liquidated Damages under this Agreement shall be an amount equal to 100% of the cumulative difference between (i) the amount billed to Customer under this Agreement and

Schedule EDR-E from the date service was first rendered under Schedule EDR-E to the date of termination, and (ii) bills calculated under the OAT less 15% during the same period, plus interest on that difference (at the Interest Rate) to the date of payment.

- 10.5. After termination of this Agreement, Customer shall be billed at their OAT.
- 10.6. The limitations of Rule 17 of SCE's Commission-approved Tariffs shall not apply to amounts payable under this Agreement.
- 10.7. SCE may in its discretion require Customer to establish a letter of credit or other security as a condition to providing service under Schedule EDR-E to secure repayment of any Liquidated Damages.

11. UNCONTROLLABLE FORCE

- 11.1. Neither Party shall be considered to be in default in the performance of any obligation under this Agreement, except for obligations to pay money when and to the extent that failure of performance shall be caused by an Uncontrollable Force.
- 11.2. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.
 - 11.2.1. The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.
 - 11.2.2. The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the sole discretion of the Party having the difficulty.
 - 11.2.3. When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.
- 11.3. Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.

11.3.1. Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.

11.3.2. Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, if such written notice is given more than two weeks after the Uncontrollable Force occurred.

11.4. If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule EDR-E and this Agreement, Customer may request that SCE suspend the terms of Schedule EDR-E and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at their OAT for the duration of the suspension of this Agreement. Resumption of the terms of Schedule EDR-E and this Agreement shall commence with the next regularly scheduled billing period. In addition, the term of this Agreement will be extended beyond the term originally established in this Agreement by the length of time this Agreement was suspended.

11.5. The occurrence of an Uncontrollable Force shall not (i) prevent SCE from terminating this Agreement in accordance with Sections 9.4 and 9.5 or (ii) extend the period any level of discount is available as provided in Section 2.3.

11.6. If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must be first authorized by the Commission prior to implementation.

12. DAMAGE LIMITATION

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

13. INDEMNITY

Customer shall, at its own cost and expense, defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, cause of action, costs, including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property caused by Customer, its employees,

officers and agents, or any of them, and arising out of the performance or non-performance of its obligations under this Agreement. Termination of this Agreement shall not exempt Customer from the terms and conditions of this Section.

14. ASSIGNMENT OF AGREEMENT

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

15. AMENDMENT

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

16. NOTICE

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

Customer: _____
(name)

(title)

(party)

(address)

(city, state, & zip code)

SCE: Manager, Economic and Business Development
 Southern California Edison Company
 2244 Walnut Grove Avenue
 Rosemead, California 91770

17. NONWAIVER

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

18. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected. However, should either party determine, in good faith, that such unenforceability renders the remaining provisions of this Agreement economically infeasible or disadvantageous, said party may terminate this Agreement upon 15 days notice, except that the provisions of Section 10, Liquidated Damages, shall apply to any such termination.

19. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under, the laws, rules, and regulations of the State of California and the Commission, and under SCE's Commission-approved Tariff Schedules and Rules. To the extent there are any inconsistencies between this Agreement and SCE's other tariffs, this Agreement shall control.

20. CALIFORNIA PUBLIC UTILITIES COMMISSION

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

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

21. ENTIRE AGREEMENT

This Agreement, including SCE's tariffs as filed with the Public Utilities Commission, constitutes the sole, only, and entire agreement and understanding between the Parties as to the subject matter of this Agreement with respect to Schedule EDR-E. Prior agreements, commitments or representations, whether expressed or implied, and discussions between Parties, shall not be construed to be a part of this Agreement.

22. AUTHORIZATION SIGNATURES

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.

By: SOUTHERN CALIFORNIA
EDISON COMPANY

By: CUSTOMER

(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

Southern California Edison Company

(Customer)

(Date)

(Date)

ECONOMIC DEVELOPMENT RATE-RETENTION AGREEMENT

This Agreement is entered into between _____ (“Customer”), _____ (Service Account), located at _____, _____, and Southern California Edison Company (“SCE”), located at 2244 Walnut Grove Avenue, Rosemead, California 91770. This Agreement shall become effective as of the date set forth beneath SCE’s signature on the signature page of this Agreement. This Economic Development Rate-Retention (“Agreement”) provides Customer with a declining discount for electric energy purchased over the five-year term of the Agreement. This Agreement is a filed form tariff agreement authorized by the California Public Utilities Commission (“Commission”) for use by SCE. 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 is to be used in conjunction with Schedule EDR-R of SCE’s Commission-approved tariffs, and supplements the terms and conditions of Customer’s electric service under Customer’s Otherwise Applicable Tariff, which is Schedule _____, and all related agreements.

The Parties agree as follows:

1. DEFINITIONS

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

- 1.1 Added Facilities: Equipment or facilities that are in addition to, or in substitution for, standard facilities that SCE would normally install in order to provide electric service to Customer.
- 1.2 Agreement: This document and appendices, as amended from time to time.
- 1.3 Base Period Usage: As defined in Section 3 of this Agreement.
- 1.4 Customer: Customer as defined in SCE’s Rule 1.
- 1.5 Forecast Maximum Demand: Customer’s forecast of its Total Load maximum demand during the five years of this Agreement.
- 1.6 Incremental Added Facilities: Added Facilities that are required by SCE or requested by Customer to be installed in order to accommodate Customer’s load, including any expansion under Schedule EDR-R.

- 1.7 Interest Rate: The 90-day commercial paper rate.
- 1.8 Liquidated Damages: Damages owed by Customer to SCE as provided in Section 10 of this Agreement.
- 1.9 Minimum Load: The minimum load Customer has agreed to purchase annually as established for Customer in Section 4.
- 1.10 Otherwise Applicable Tariff (OAT): The rate schedule under which Customer is taking electric service from SCE at the time of signing this Agreement, and any applicable successor schedule.
- 1.11 Party, Parties: The parties to this Agreement are SCE and Customer, as defined above.
- 1.12 Economic Development Rate-Retention (EDR-R): The rates and charges set forth in Schedule EDR-R, subject to the terms and conditions of this Agreement.
- 1.13 North American Industry Classification System (“NAICS”) Code: A industry coding system developed jointly by the U.S., Canada, and Mexico to provide new comparability in statistics about economic activity across North America.
- 1.14 Standard Industrial Classification (“SIC”) Code: The published codes in the 1987 Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget.
- 1.15 Total Load: Customer’s recorded (metered) load (energy and demand).
- 1.16 Uncontrollable Force(s): An Uncontrollable Force is an event or occurrence due to influences outside the reasonable control of either or both Parties that could not have been prevented by the exercise of due diligence.

2. ECONOMIC DEVELOPMENT RATE-RETENTION

- 2.1 Customer represents that their NAICS 4-digit Code is _____, or their SIC 3 to 4-digit Code is _____.
- 2.2 Customer further represents that it meets the applicability requirements of Schedule EDR-R.
- 2.3 Accordingly, subject to the terms and conditions of this Agreement, SCE will provide Customer a declining discount for purchases of electricity

(demand and energy) at its OAT over the five-year term of this Agreement as follows:

Year 1	25%
Year 2	20%
Year 3	15%
Year 4	10%
Year 5	5%

- 2.4 For Direct Access (DA) and Community Choice Aggregation Service (CCA Service) customers, the bundled service generation charge that would otherwise apply on the Customer's OAT will be used as a proxy for generation in order to calculate the discounts.
- 2.5 The maximum discount will be limited by SCE's marginal cost of supplying service to the Customer. Marginal costs and methodology in effect at the time of each contract execution will be used in determining this limit throughout the term of the contract. The revenue for each Customer will be reviewed to ensure that they equal or exceed SCE's marginal costs of service, up to the OAT revenue the Customer would have paid if it had not received the discount.
- 2.6 Customer must maintain Total Load maximum demand of at least 200 kW during each of the five years of service under this Agreement.
- 2.7 If Customer plans to move or consolidate operations already located in SCE's service territory in connection with Customer's decision to remain in California, Schedule EDR-R shall apply to the Customer's operations as moved or consolidated, so long as all of the operations subject to Schedule EDR-R and this Agreement meet the applicability requirements of Schedule EDR-R.
- 2.8 If Section 2.7 is applicable, Customer must describe the locations that will be moved or consolidated, indicating the kW of each, as included in Forecast Maximum Demand. Customer must also describe any plans for expansion over the term of this Agreement.

3. BASE PERIOD USAGE

- 3.1 Base Period Usage must be established for each Customer to determine its Minimum Load.
- 3.2 Base Period Usage is an average of Customer's historical monthly energy usage (kWh) and demand (kW) by season and time-of-use where applicable, and is computed by SCE from Customer's 12 most

representative continuous months of usage out of the past 24 months. Base Period Usage for energy consumption (kWh) shall be computed on an average hourly basis, and for billing shall be expanded by the applicable number of hours in the billing period. Ordinarily, Customer's Base Period Usage is based on the energy and demand recorded by SCE on a calendar-month basis. In the absence of calendar month data, 12 billing periods of Customer's billing history will be used, which may not add up to 365 days.

3.3 If Customer is subject to billing on a time-of-use basis but does not have the requisite historical data to determine its actual Base Period Usage, SCE shall estimate Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis, using available data. That calculation shall be used as Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer's load characteristics. When SCE can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.

3.4 Base Period Usage is established as follows:

	Average Monthly Base Period Usage (kW)	Average Hourly Base Period Usage, (kWh)
Facilities Related Demand	_____	N/A
Summer		
On-Peak		
Mid-Peak		
Off-Peak	_____	_____
OVERALL		
Winter		
Mid-Peak		
Off-Peak	_____	_____
OVERALL		

Base Period Usage Facilities Related Demand is computed as follows:

1. Determine a Facilities Related Demand for each month in the period used to establish Base Period Usage that is the greater of:
 - a. The maximum billing demand for the month, or

- b. 50% of the highest of all the billing demands in the period used to establish Base Period Usage.
- 2. Compute the average of the monthly Facilities Related Demands thus determined. This is Base Period Usage Facilities Related Demand.

An “XXX” entered above indicates that the entry is not applicable to Customer’s Base Period Usage.

4. MINIMUM LOAD

- 4.1 Customer must maintain a Minimum Load for each year from the date service is first rendered under Schedule EDR-R for the five-year term of this Agreement.
- 4.2 The Minimum Load must be the greater of 200 kW or 75% of Base Period Usage.
- 4.3 If during any year of service the Customer’s Total Load maximum demand falls below the Minimum Load in any three months, the Customer’s discounts under Section 2.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer’s discounts applicable to Total Load shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 2.3. (T)
- 4.4 Any load reductions shown to be directly attributable to energy efficiency measures implemented after establishing Base Period Usage in this Agreement shall not adversely impact the calculation of Customer’s Minimum Load. The imputed load reductions attributable to any energy efficiency measure implemented subsequent to the establishment of Base Period Usage shall be added back into the load calculation in the event that Customer’s usage falls below the Minimum Load. Provided that Customer maintains usage of at least below the Minimum Load, net of any energy efficiency impacts, all Customer discounts shall apply. (T) (T)

5. COMMENCEMENT OF SERVICE

- 5.1 SCE will begin providing service under Schedule EDR-R at the start of the next regular billing period following the date the Customer notifies SCE that service should begin under Schedule EDR-R, which date shall not be more than 12 months from the effective date of this Agreement.

- 5.2 If Customer notifies SCE that it plans to move or consolidate operations with qualifying load that will be billed under Schedule EDR-R, then SCE will begin providing service under Schedule EDR-R with the next regular billing period following the date Customer notifies SCE that service should begin under Schedule EDR-R, which date shall not be more than 12 months from the effective date of this Agreement.
- 5.3 Customer estimates that service under Schedule EDR-R shall commence at the start of the next regular billing period beginning after _____ and shall provide SCE at least five business days' notice of any change in such date.

6. ADDED FACILITIES

An Added Facilities Contract, SCE's filed Form Nos. 16-308 or 16-309, shall be required if additional equipment or facilities are required for Added Facilities or Incremental Added Facilities.

7. ACKNOWLEDGMENT

- 7.1 Except as otherwise amended herein, Customer acknowledges that it is fully subject to all terms and conditions contained in Customer's OAT, or its successor rate schedule, all of SCE's rules, and all terms and conditions of service contained in SCE's Commission-approved tariffs. Any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.
- 7.2 Customer also acknowledges that SCE may request documentation to support Customer's signed affidavit and may verify any supporting documentation and statements Customer has made in support of its signed Affidavit.

8. TERM

- 8.1 This Agreement shall be effective for five years following the commencement of service under Schedule EDR-R pursuant to Section 5 of this Agreement.
- 8.2 At the end of the fifth year, Customer will no longer take service under Schedule EDR-R and will be billed only under their OAT effective with the start of the next regular billing period following the end of the fifth year of service under this Agreement.
- 8.3 This Agreement is not renewable at the expiration of its term.

9. TERMINATION

This Agreement may be terminated (subject to payment of Liquidated Damages as provided in Section 10) by either party upon written notice as follows.

- 9.1 Termination for Misrepresentation or Fraud: SCE may terminate this Agreement upon five business days' notice if any representation made by Customer in this Agreement is untrue in any material respect, or if any statement in Customer's Affidavit was untrue, or if SCE determines that Customer was not eligible for Schedule EDR-R when this Agreement was signed, in which case Liquidated Damages as set forth in Section 10.3 shall be paid.
- 9.2 Termination at Customer's Request: Customer may request termination of this Agreement at any time by providing at least 60 days written notice to SCE.
- 9.3 Termination For Nonpayment: SCE may terminate this Agreement if Customer fails to pay any amount due hereunder, under Schedule EDR-R within 30 days after receipt of notice of nonpayment from SCE. Customer shall be liable for all unpaid amounts and any accrued interest on the unpaid amounts.
- 9.4 Termination For Noncompliance: SCE may terminate this Agreement upon five business days' notice if Customer fails to comply with any term or condition of Schedule EDR-R or this Agreement, or if Customer ceases the operations to which this Agreement applies or moves such operations out of SCE's service territory.
- 9.5 Termination For Ineligibility: SCE may terminate this Agreement upon five business days' notice if it determines that Customer has become ineligible for Schedule EDR-R.
- 9.6 Termination For Failure To Maintain Minimum Load: SCE may terminate this Agreement if Customer fails to maintain its Minimum Load during any consecutive 12 month period or shuts down its operations. If Customer fails to maintain its Minimum Load, SCE must provide Customer at least 90 days notice of termination and Customer shall have the opportunity to increase its load to the Minimum Load and demonstrate to SCE's satisfaction that it will continue to use its Minimum Load for the remaining term of this Agreement.
- 9.7 Termination For Failure To Commence Service: SCE may terminate this Agreement if Customer does not begin service within 12 months after the date this Agreement was executed.

10. LIQUIDATED DAMAGES

- 10.1 Upon termination of this Agreement, prior to its five-year term pursuant to Sections 9.1, 9.2, 9.3, 9.4, 9.5, or 9.6, Customer shall be required to pay SCE Liquidated Damages. The Liquidated Damages are required to ensure that neither SCE nor its ratepayers are financially or otherwise damaged if this Agreement is prematurely terminated before the end of its term.
- 10.2 It would be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to termination of this Agreement. Parties agree the Liquidated Damages specified herein are a reasonable approximation of damages which SCE and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.
- 10.3 For termination under Section 9.1 above, Liquidated Damages under this Agreement shall be an amount equal to 200% of the cumulative difference between (i) the amount the Customer would have paid for its energy and demand if billed at their OAT, from the date service was first rendered under Schedule EDR-R, to the date of termination, and (ii) the amount billed to Customer under this Agreement and Schedule EDR-R during the same period.
- 10.4 For termination under Sections 9.2, 9.3, 9.4, 9.5, or 9.6 above, (excepting business closure or reduction in load without relocation) Liquidated Damages under this Agreement shall be an amount equal to 100% of the cumulative difference between (i) the amount billed to Customer under this Agreement and Schedule EDR-R from the date service was first rendered under Schedule EDR-R to the date of termination, and (ii) bills calculated under the OAT less 15% during the same period, plus interest on that difference (at the Interest Rate) to the date of payment.
- 10.5 After termination of this Agreement, Customer shall be billed at their OAT.
- 10.6 The limitations of Rule 17 of SCE's Commission-approved Tariffs shall not apply to amounts payable under this Agreement.
- 10.7 SCE may in its discretion require Customer to establish a letter of credit or other security as a condition to providing service under Schedule EDR-R to secure repayment of any Liquidated Damages.

11. UNCONTROLLABLE FORCE

- 11.1 Neither Party shall be considered to be in default in the performance of any obligation under this Agreement, except for obligations to pay money when and to the extent that failure of performance shall be caused by an Uncontrollable Force.

- 11.2 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.
- 11.2.1 The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.
- 11.2.2 The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the sole discretion of the Party having the difficulty.
- 11.2.3 When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.
- 11.3 Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.
- 11.3.1 Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.
- 11.3.2 Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, if such written notice is given more than two weeks after the Uncontrollable Force occurred.
- 11.4 If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule EDR-R and this Agreement, Customer may request that SCE suspend the terms of Schedule EDR-R and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at their OAT for the duration of the suspension of this

Agreement. Resumption of the terms of Schedule EDR-R and this Agreement shall commence with the next regularly scheduled billing period. In addition, the term of this Agreement will be extended for up to 12 months beyond the term originally established in this Agreement by the length of time this Agreement was suspended.

11.5 The occurrence of an Uncontrollable Force shall not (i) prevent SCE from terminating this Agreement in accordance with Sections 9.4 and 9.5 or (ii) extend the period any level of discount is available as provided in Section 2.3.

11.6 If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must be first authorized by the Commission prior to implementation.

12. DAMAGE LIMITATION

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

13. INDEMNITY

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

14. ASSIGNMENT OF AGREEMENT

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

15. AMENDMENT

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

16. NOTICE

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

Customer:

(name)

(title)

(party)

(address)

(city, state, & zip code)

SCE:

Manager, Economic and Business Development
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770

17. WAIVER

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

18. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected. However, should either party determine, in good faith, that such unenforceability renders the remaining provisions of this Agreement economically infeasible or disadvantageous, said party may terminate this Agreement upon 15 days notice, except that the provisions of Section 10, Liquidated Damages, shall apply to any such termination.

19. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under, the laws, rules, and regulations of the State of California and the Commission, and under SCE's Commission-approved Tariff Schedules and Rules. To the extent there are any inconsistencies between this Agreement and SCE's other tariffs, this Agreement shall control.

20. CALIFORNIA PUBLIC UTILITIES COMMISSION

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

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

21. ENTIRE AGREEMENT

This Agreement, including SCE's tariffs as filed with the Public Utilities Commission, constitutes the sole, only, and entire agreement and understanding between the Parties as to the subject matter of this Agreement with respect to Schedule EDR-R. Prior agreements, commitments or representations, whether expressed or implied, and discussions between Parties, shall not be construed to be a part of this Agreement.

22. AUTHORIZATION SIGNATURES

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.

By: SOUTHERN CALIFORNIA
EDISON COMPANY

By: CUSTOMER

(Signature)

(Signature)

(Name)

(Name)

(Title)
Southern California Edison Company

(Title)

(Customer)

(Date)

(Date)



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

Lisa Vellanoweth
Manager of Tariffs

November 4, 2005

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


Attn: Jerry Royer
Energy Division

Re: Substitute Sheet for Advice 1918-E-A

Dear Mr. Royer:

Enclosed are an original and four copies of Attachment A and Substitute Sheet No. 39123-E*. This Substitute Sheet is needed to replace the text "200 kW" with the text "the Minimum Load" in sections 4.3 and 4.4 of Form 14-760, Economic Development Rate-Retention Agreement. The Minimum Load is defined in section 4.2 of this Agreement as the greater of 200 kW or 75% of Base Period Usage, and therefore it is necessary to reference the defined term "Minimum Load" where applicable, which is in sections 4.3 and 4.4.

Please include the enclosed sheets in your master Advice 1918-E-A file and distribute copies to the appropriate people reviewing the Advice Letter. If you have any questions, please contact Rosie Yocupicio at (626) 302-4858.


Sincerely,

Enclosures
1918-E-ASub.doc

March 31, 2006

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

Attn: Jerry Royer
Energy Division

Re: Substitute Sheet for Advice 1918-E-A

Dear Mr. Royer:

Enclosed are an original and four copies of Attachment A and Substitute Sheet No. 39116-E*. This Substitute Sheet is needed to correct two grammatical errors contained in the Affidavit For Economic Development Rates, Form 14-772. First paragraph, second sentence, replace the word "or" with the word "of", thus the sentence will properly read under penalty of perjury. Bullet 1, third line down, replace the word "discount" with the word "incentive". An EDR participant will receive an economic development incentive package, not an economic development discount package. Additionally, such text change is consistent with PG&E's Commission approved Affidavit For Economic Development Incentive Rate, Form 79-771.

Please include the enclosed sheets in your master Advice 1918-E-A file and distribute copies to the appropriate people reviewing the Advice Letter. If you have any questions, please contact Ruby Diaz at (626) 302-2010.

Sincerely,

Enclosures
1918-E-ASub1.doc



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

Lisa Vellanoweth
Manager of Tariffs

May 12, 2006

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

Attn: Jerry Royer
Energy Division

Re: Substitute Sheet for Advice 1918-E-A

Dear Mr. Royer:

Enclosed are an original and four copies of Attachment A and Substitute Sheet Nos. 39121-E*, 39122-E*, and 39123-E**. These Substitute Sheets are needed to: 1) correct the definition of Interest Rate in the Economic Development Rate (EDR) Agreements, Form 14-758 section 1.8, Form 14-759 section 1.9, and Form 14-760 section 1.7, so that such definition is in compliance with the approved Interest Rate definition language contained in Commission Decision (D.)05-09-018. The incorrect definition of "The internal discount rate established by SCE from time to time" has been replaced with "The 90-day commercial paper rate;" 2) delete the text "plus interest [at the Interest Rate] to the date of payment" in section 10.3 of all three EDR Agreements (Forms 14-758, 14-759, and 14-760). Such inclusion of Interest for calculating Liquidated Damages was not authorized by the Commission in D.05-09-018, and therefore should not have been included in the calculation of any applicable Liquidated Damages; and 3) add the text "on that difference" to section 10.4 of all three EDR Agreements (Forms 14-758, 14-759, and 14-760). Without inclusion of this text to section 10.4, the calculation of Liquidated Damages for early termination will not be compliant with D.05-09-018, at page 25, the Commission's adoption of the Liquidated Damages language applicable to EDR customers.

Please include the enclosed sheets in your master Advice 1918-E-A file. If you have any questions, please contact Ruby Diaz at (626) 302-2010.

Sincerely,

Enclosures
1918-E-ASub2.doc