

## PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



February 2, 2007

FEB 05 2007  
REVENUE & TARIFFS DEPT.Advice Letter 1965-E  
1965-E-A

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

Subject: Establishment and Modification of Tariffs to Allow for the Implementation of  
Community Choice Aggregation and Withdrawal and Replacement of Previously  
Established Interim Tariffs. Supplement to Advice 1965-E

Dear Mr. Jazayeri:

Advice Letter 1965-E and 1965-E-A are effective December 29, 2006. Copies of the advice letters and resolution are included herewith for your records.

Sincerely,

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

Sean H. Gallagher, Director  
Energy Division

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November 29, 2006

**ADVICE 1965-E-A**  
**(U 338-E)**

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
ENERGY DIVISION

**SUBJECT:** Supplement to Advice 1965-E, Establishment and Modification of Tariffs to Allow for the Implementation of Community Choice Aggregation and Withdrawal and Replacement of Previously Established Interim Tariffs

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

**PURPOSE**

SCE files revised tariffs containing the modifications required by Resolution E-4013 to allow the implementation of the Community Choice Aggregation Program established by enactment of Assembly Bill (AB) 117.

**BACKGROUND**

On December 15, 2005, the California Public Utilities Commission (Commission) adopted Decision (D.) 05-12-041, which resolved the Phase 2 issues in R.03-10-003, Order Instituting Rulemaking to Implement Portions of AB 117 Concerning Community Choice Aggregation (the CCA OIR). The purpose of the CCA OIR is to implement a program to permit purchases of power for local residents and businesses by Community Choice Aggregators (CCAs), governmental entities formed by cities and counties. The State Legislature, by the enactment of AB 117, authorized the creation of CCAs and required the State's investor-owned utilities to provide certain services and establish methods to protect existing utility bundled service customers from liabilities they might otherwise incur when a portion of a utility's customers transfer their energy services to a CCA.

SCE filed Advice 1965-E on February 14, 2006 to establish the new tariffs required by D.05-12-041. Following comments and a one-day workshop, the Commission issued Resolution E-4013 on November 9, 2006, approving SCE's Community Choice Aggregation tariffs subject to modifications, which notably include:

- Modification to Rule 23, Section F.3 to accommodate utility system changes up to six months from the date the first CCA files its Implementation Plan with the Commission or a mutually agreed upon date between the utility and the CCA;
- Modification to Rule 23, Section J.8 to eliminate future communications with a customer who has opted out of a CCA Program concerning the customer's opt-out option;
- Modification to Rule 23.1 (Open Season) to provide that CCA nonparticipation in Rule 23.1 does not relieve SCE from engaging in sound resource planning as required by Public Utilities Code Section 454.5 and by the Commission, and to cooperate fully with any potential CCA Program implementation.

In addition to the tariff modifications required by Resolution E-4013, this supplemental advice filing makes spelling and grammatical corrections to the previously filed tariffs contained in Advice 1965-E, and includes Rule 4 regarding name changes for the CCA Service Agreement and CCAs, which had been inadvertently omitted from Advice 1965-E. These needed corrections do not conflict with any of the decisions or other Commission directives issued in this proceeding.

No cost information is required for this advice filing. This advice filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule.

### **EFFECTIVE DATE**

It is requested that this advice filing become effective upon 30 calendar days of this filing, which shall be December 29, 2006.

### **NOTICE**

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

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

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

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

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

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

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

In accordance with Section III, Paragraph G, of General Order No. 96-A, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-A and R.03-10-003 service lists. Address change requests to the GO 96-A service list should be directed by electronic mail to [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@sce.com) or at (626) 302-2930. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at [Process\\_Office@cpuc.ca.gov](mailto:Process_Office@cpuc.ca.gov).

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing 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 Thomas Diaz at (626) 302-4823 or by electronic mail at [thomas.diaz@sce.com](mailto:thomas.diaz@sce.com).

**Southern California Edison Company**

Akbar Jazayeri

AJ:td:sq  
Enclosures

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)	
Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)	
Utility type: <input checked="" type="checkbox"/> ELC <input type="checkbox"/> GAS <input type="checkbox"/> PLC <input type="checkbox"/> HEAT <input type="checkbox"/> WATER	Contact Person: James Yee Phone #: (626) 302-2509 E-mail: James.Yee@sce.com
EXPLANATION OF UTILITY TYPE ELC = Electric      GAS = Gas PLC = Pipeline      HEAT = Heat      WATER = Water	(Date Filed/ Received Stamp by CPUC)
Advice Letter (AL) #: <u>1965-E-A</u>	
Subject of AL: <u>Supplement to Advice 1965-E, Establishment and Modification of Tariffs to Allow for the Implementation of Community Choice Aggregation and Withdrawal and Replacement of Previously Established Interim Tariffs</u>	
Keywords (choose from CPUC listing): <u>Compliance, Forms, Rules</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;">E-4013</p>	
Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: _____	
Summarize differences between the AL and the prior withdrawn or rejected AL <sup>1</sup> :  	
Resolution Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Requested effective date: <u>12/29/06</u>	No. of tariff sheets: <u>-37-</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>See Attachment A.</u>	
Service affected and changes proposed <sup>1</sup> : _____	
Pending advice letters that revise the same tariff sheets: _____	

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

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

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

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

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

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 39860-E** Original 39861-E*	Preliminary Statement Part N Preliminary Statement Part N	Revised 41252-E
Revised 39863-E	Preliminary Statement Part W	Revised 33561-E
Revised 39868-E*	Schedule D-APS	Revised 41398-E*
Revised 39869-E*	Schedule D-APS-E	Revised 41401-E*
Revised 39878-E	Schedule EDR-E	Original 39111-E
Revised 39946-E	Schedule TOU-PA	Revised 38557-E
Revised 39959-E*	Schedule TOU-PA-SOP	Revised 41235-E
Revised 39980-E*	Schedule CCA-CRS	Revised 41177-E*
Original 39981-E Original 39982-E Original 39983-E Original 39985-E Original 39986-E	Schedule CCA-SF Schedule CCA-SF Schedule CCA-SF Schedule CCA-SF Schedule CCA-SF	
Revised 39995-E*	Schedule CGDL-CRS	Revised 40993-E*
Revised 39859-E	Schedule DBP	Original 37792-E*
Revised 40008-E*	Schedule NEM	Revised 41279-E
Revised 39859-E	Rules 4	Revised 38155-E*
Revised 40020-E	Rules 22	Revised 37291-E
Original 40024-E Original 40028-E Original 40030-E Original 40035-E Original 40036-E Original 40040-E Original 40054-E	Rules 23 Rules 23 Rules 23 Rules 23 Rules 23 Rules 23 Rules 23	
Original 40062-E Original 40063-E Original 40065-E	Rules 23.2 Rules 23.2 Rules 23.2	
Original 40066-E	Form 14-768	
Revised 40067-E	Form 14-769	Original 37969-E*
Revised 40068-E Revised 40069-E Revised 40070-E Revised 40071-E Revised 40073-E	Table of Contents Table of Contents Table of Contents Table of Contents Table of Contents	Revised 39847-E Revised 39828-E Revised 39829-E Revised 39848-E Revised 39832-E

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 40074-E* Revised 40075-E Revised 40076-E	Table of Contents Table of Contents Table of Contents	Revised 39833-E* Revised 39374-E Revised 39026-E



PRELIMINARY STATEMENT

Sheet 3 (T)

(Continued)

N. MEMORANDUM ACCOUNTS (Continued)

2. Definitions. (Continued)

d. Specified Project (Continued)

<u>Section No.</u>	<u>Specified Project</u>	<u>Interest Bearing Memorandum Account*</u>	
(34)	Antelope Transmission Projects Memorandum Account	Yes	
(35)	2006 Residential Deferred Revenue Memorandum Account	Yes	
(36)	Palo Verde Permanent Closure Memorandum Account	Yes	
(37)	Cool Center Program Memorandum Account (CCPMA)	Yes	
(38)	SONGS 2&3 Permanent Closure Memorandum Account	Yes	
(39)	Renewables Portfolio Standard Costs Memorandum Account	Yes	
(40)	Peakers Generation Memorandum Account	Yes	(N)
(41)	Not Used		
(42)	Not Used		
(43)	Not Used		
(44)	Project Development Division Memorandum Account (PDDMA)	Yes	
(45)	Direct Access Customer Charge Revenue Memorandum Account (DACCRMA)	Yes	
(46)	Not Used		
(47)	Cut-Over Date of Delay Memorandum Account (CODDMA)	Yes	(N)

\* Interest shall accrue monthly to interest-bearing Memorandum Accounts by applying the Interest Rate to the average of the beginning and ending balance.

(Continued)

(To be inserted by utility)  
 Advice 1965-E-A  
 Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Nov 29, 2006  
 Effective Dec 29, 2006  
 Resolution E-4013



PRELIMINARY STATEMENT

Sheet 63 (T)

(Continued)

N. MEMORANDUM ACCOUNTS (Continued)

47. Cut-Over Date of Delay Memorandum Account (CODDMA) (N)

The purpose of the CODDMA is to record the purchased power costs incurred by a Community Choice Aggregator (CCA) and paid by SCE, as the result of SCE causing a delay in the CCA's cut-over date pursuant to Conclusion of Law No. 29 of D.05-12-041.

SCE shall maintain the CODDMA by making entries at the end of each month as follows:

- a. A debit entry equal to the incremental purchased power costs incurred by the CCA and paid by SCE due to acts or omissions by SCE that causes a delay in the CCA's cut-over date.
- b. A debit equal to the interest expense on the average monthly balance in the CODDMA, calculated using a rate equal to one-twelfth of the three-month Commercial Paper rate (as reported in the Federal Reserve Statistical Release, H.15 or its successor).

The cost recorded in the CODDMA should not be included into rates until authorized by the Commission. Pursuant to D.05-12-041, SCE shall set forth review of the entries recorded in the CODDMA in its April ERRA Reasonableness application. Upon the Commission finding the costs recorded in the CODDMA as reasonable and recoverable, SCE shall transfer the balance recorded in the CODDMA to the ERRA Balancing Account for recovery.

(N)

(Continued)

(To be inserted by utility)

Advice 1965-E-A  
 Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Nov 29, 2006  
 Effective Dec 29, 2006  
 Resolution E-4013

PRELIMINARY STATEMENT

Sheet 4

(Continued)

W. DEPARTING LOAD AND CUSTOMER GENERATION DEPARTING LOAD (CGDL) COST RESPONSIBILITY (Continued)

1. Definitions. (Continued)

- d. Direct Access (Direct Transaction): A contract between any one or more electric generators, marketers, or brokers of electric power and one or more retail customers providing for the purchase and sale of electric power or any ancillary services.
- e. SCE Bundled Service Customer: A customer who takes bundled service from SCE including all of the customer's energy requirements purchased by SCE.
- f. Reference Period Annual Bill: The customer's Reference Period Annual Bill will be calculated by multiplying the customer's applicable reference period billing determinants (as determined according to Part W, Section 5.d by those rates that are currently applicable (as of the customer's Notice Date) for bundled retail service under the customer's applicable rate schedule and service voltage options.
- g. Ultra-Clean and Low Emission Distributed Generation: CG that meets the criteria of PU Code Section 353.2.

2. Applicability.

SCE's nonbypassable charges shall be applicable to all existing SCE Bundled Service Customers, future SCE Bundled Service Customers, Direct Access Customers, CCA Service Customers, and Departing Load Customers who take or took retail service from SCE on or after December 20, 1995, and remain in the service territory in which SCE provided electricity services as of December 20, 1995, except as specifically provided for in PU Code Sections 369 and 371 to 374, inclusive. Application of certain exemptions established in the PU Code is clarified by Decision 97-06-060 and Decision 97-12-039. Remaining issues may be addressed in dispute resolution procedures in SCE's Rule 10, Disputed Bills. (T)

For CGDL that departed after February 1, 2001, other exemptions or exceptions from certain SCE nonbypassable charges may apply as provided by Decision 03-04-030. (T)

(Continued)

(To be inserted by utility)

Advice 1965-E-A  
Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Nov 29, 2006  
Effective Dec 29, 2006  
Resolution E-4013

Schedule D-APS  
DOMESTIC AUTOMATIC POWERSHIFT

Sheet 3

(Continued)

SPECIAL CONDITIONS (Continued)

5. Cycling Period: (Continued)

The number of cycling periods under Subsection a. and b. is limited to 15 occurrences per year during the period from the first Sunday in June to the first Sunday in October, inclusive, of each year, and a cycling period is limited to no more than 6 hours duration per occurrence. Cycling under Subsection b. is limited to situations when SCE declares a Category One, Two, or Three Storm Alert and a condition exists that creates disruptions on SCE's electrical distribution system which, if left unresolved, could damage the electrical system or cause a more widespread interruption in the supply of power. A Category One Storm Alert is limited to a geographical area and is considered stable; or to a widespread power outage from a transmission disturbance and the transmission and distribution systems are considered stable. A Category Two Storm Alert requires additional resources outside zone/area boundaries; or the storm is escalating and involves two or more zones/areas. A Category Three Storm Alert is a catastrophic emergency that involves multiple zones/areas, resources are fully committed, and additional assistance, such as mutual aid, are requested.

6. Air Conditioning Cycling Strategy Change: At customer's request, SCE shall change the cycling strategy as follows:

a. Change to a lower percentage cycling strategy: The customer may change one time to a lower percentage cycling strategy within the first 12 months of service under this Schedule at no charge. After one change or the first 12 months, whichever is first, the customer will be charged a service fee of \$30.

b. Change to a higher percentage cycling strategy: No charge to customer.

7. Direct Access (DA) and Community Choice Aggregation Service (CCA Service): A (T) customer receiving DA or CCA Service shall notify its Energy Service Provider (ESP) or | Community Choice Aggregator (CCA), as applicable, and Scheduling Coordinator that its (T) air-conditioning load is subject to interruption under this Schedule.

(To be inserted by utility)

Advice 1965-E-A  
Decision \_\_\_\_\_

Issued by

Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Nov 29, 2006  
Effective Dec 29, 2006  
Resolution E-4013

Schedule D-APS-E  
DOMESTIC AUTOMATIC POWERSHIFT-ENHANCED

Sheet 3

(Continued)

SPECIAL CONDITIONS (Continued)

## 5. Cycling Period: (Continued)

The number of cycling periods under Subsection a. and b. is unlimited during the period from the first Sunday in June to the first Sunday in October, inclusive, of each year, and a cycling period is limited to no more than 6 hours duration per occurrence. Cycling under Subsection b. is limited to situations when SCE declares a Category One, Two, or Three Storm Alert and a condition exists that creates disruptions on SCE's electrical distribution system which, if left unresolved, could damage the electrical system or cause a more widespread interruption in the supply of power. A Category One Storm Alert is limited to a geographical area and is considered stable; or to a widespread power outage from a transmission disturbance and the transmission and distribution systems are considered stable. A Category Two Storm Alert requires additional resources outside zone/area boundaries; or the storm is escalating and involves two or more zones/areas. A Category Three Storm Alert is a catastrophic emergency that involves multiple zones/areas, resources are fully committed, and additional assistance, such as mutual aid, are requested.

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(To be inserted by utility)

Advice 1965-E-A

Decision \_\_\_\_\_

Issued by

Akbar JazayeriVice President

(To be inserted by Cal. PUC)

Date Filed Nov 29, 2006Effective Dec 29, 2006Resolution E-4013



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. (N)

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 1965-E-A  
Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
Date Filed Nov 29, 2006  
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Resolution E-4013

Schedule TOU-PA  
TIME-OF-USE  
AGRICULTURAL AND PUMPING

Sheet 5

(Continued)

SPECIAL CONDITIONS (Continued)

8. Power Factor Adjustment: (Continued)

- a. Service metered and delivered at voltages of 4 kV or greater and for all Cogeneration and Small Power Production customers:

The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

- b. Service metered and delivered at voltages Less than 4 kV:

- (1) For customers with metering used for billing that measures reactive demand.

The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

- (2) For customers with metering used for billing that measures kilovar-hours instead of reactive demand.

The kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatthours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

9. Voltage Discount: For service provided under Rate A, Bundled Service, CCA Service, and Direct Access customers will have the Distribution rate component of the Connected Load Charge reduced by the corresponding Voltage Discount amount for service metered and delivered at the applicable voltage level as shown in the Rates section above. In addition, Bundled Service Customers will have the Utility Retained Generation (URG) rate component of the applicable Generation charges reduced by the corresponding Voltage Discount amount for service metered and delivered at the applicable voltage level as shown in the Rates section. (N)

For service provided under Rate B, Bundled Service, CCA Service, and Direct Access customers will have the Distribution rate component of the applicable Delivery Service charges reduced by the corresponding Voltage Discount amount for service metered and delivered at the applicable voltage level as shown in the Rates section above. In addition, Bundled Service Customers will have the Utility Retained Generation (URG) rate component of the Generation charges reduced by the corresponding Voltage Discount amount for service metered and delivered at the applicable voltage level as shown in the Rates section. (N)

(Continued)

(To be inserted by utility)

Advice 1965-E-A  
Decision \_\_\_\_\_

Issued by

Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Nov 29, 2006  
Effective Dec 29, 2006  
Resolution E-4013

Schedule TOU-PA-SOP  
TIME-OF-USE - AGRICULTURAL AND PUMPING  
SUPER OFF-PEAK - DEMAND METERED

Sheet 8

(Continued)

SPECIAL CONDITIONS (Continued)

13. Billing Calculation: A customer's bill is calculated according to the rates and conditions above.

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

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

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

- a. Bundled Service Customers receive Delivery Service from SCE and receive supply (Gen) service from both SCE's URG and the DWR. The customer's bill is the sum of the charges for Delivery Service and Gen determined, as described in this Special Condition, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- b. Direct Access Customers receive Delivery Service from SCE and purchase energy from an Energy Service Provider. The customer's bill is the sum of the charges for Delivery Service determined as described in this Special Condition except that the DWRBC rate component is subtracted from the Total Delivery Service rates before the billing determinants are multiplied by such resulting Total rates; plus the applicable charges as shown in Schedule DA-CRS and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- c. CCA Service Customers receive Delivery Service from SCE and purchase energy from their Community Choice Aggregator (CCA). SCE will read the meters and present the bill for both Delivery and Generation Services to the CCA Service Customer. The customer's bill is the sum of the charges for Delivery Service as displayed in this Rate Schedule and Generation charges determined by the CCA plus the applicable charges as shown in Schedule CCA-CRS, and subject to applicable discounts or adjustments provided under SCE's tariff schedules. (T)

14. Customers with Service Metered and Delivered at Voltages above 50 kV (Sub-transmission customers) Included in Rotating Outages. (T)

Sub-transmission customers, except for those customers exempt from rotating outages, are to be included in controlled, rotating outages when required by the Independent System Operator (ISO). To the extent feasible, SCE will coordinate rotating outages applicable to Sub-transmission customers who are fossil fuel producers and pipeline operators and users to minimize disruption to public health and safety. SCE shall not include a Sub-transmission customer in an applicable rotating outage group if the customer's inclusion would jeopardize electric system integrity. Sub-transmission customers who are not exempt from rotating outages, and seek such exemption, may submit an Optional Binding Mandatory Curtailment (OBMC) Plan to SCE in accordance with Schedule OBMC. If SCE approves a customer's OBMC Plan, the customer will become exempt from rotating outages and will be subject to the terms and conditions of Schedule OBMC and its associated contract.

(Continued)

(To be inserted by utility)

Advice 1965-E-A  
Decision \_\_\_\_\_

Issued by

Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Nov 29, 2006  
Effective Dec 29, 2006  
Resolution E-4013

Schedule CCA-CRS  
COMMUNITY CHOICE AGGREGATION COST  
RESPONSIBILITY SURCHARGE

Sheet 2

(Continued)

RATES (Continued)

The sum of the CTC, PCIA-CRG and PCIA-DWR components of CCA-CRS is \$.020/kWh and is subject to true-up. SCE will true-up the difference between the CTC and the product of the PCIA-URG and PCIA-DWR forecast rate of \$0.020/kWh and the actual liabilities within 18 months if the forecast is at least 30% lower than or higher than the rate of \$0.020/kWh. The components of Schedule CCA-CRS are as follows: (T)

1. The DWRBC is the Department of Water Resources Bond Charge to recover the interest and principal of DWR bonds. (T)
2. The HPC is SCE's un-recovered past electricity purchase costs.
3. The CTC is the Competition Transition Charge which recovers the above market costs of utility retained generation.
4. Power Charge Indifference Adjustment (PCIA) Utility Retained Generation (URG) reflects the DA Customers' share of ongoing power costs after 2002 as determined pursuant to the methodology adopted in D.06-07-030. The PCIA-URG is determined residually by subtracting the authorized CTC component of DA-CRS from the indifference rate developed in accordance with the DA CRS Working Group report. PCIA-URG is a non-zero amount in instances where CTC exceeds the indifference rate and is effective until such time as the full DA-CRS undercollection has been recovered. (T)
5. PCIA Department Water Resources (DWR) is determined residually by subtracting the authorized CTC component of DA-CRS from the indifference rate developed in accordance with the DA CRS Working Group report. The PCIA-DWR component cannot be negative.

SPECIAL CONDITIONS

1. California Alternate Rates for Energy (CARE) and medical baseline eligible CCA customers are treated in a similar manner to Direct Access customers with respect to CRS. Thus, CARE and medical baseline eligible CCA Service Customers are exempt from HPC, the DWRBC, the PCIA-URG, and the PCIA-DWR. (T)  
(T)
2. Continuous DA customers who "opt-in" to CCA shall also retain their continuous DA status and remain exempt from the DWRBC, the PCIA-URG, and the PCIA-DWR components contained in this Schedule. (T)
3. The DA-CRS undercollection (DA-CRS-UC) provisions of schedule DA-CRS are applicable to Bundle Service and CCA Service customers, including Transitional Bundled Service (TBS) customers served concurrently under Schedule PC-TBS, who as past Direct Access Customers are responsible for payment of the DA-CRS-UC.
4. Collection of CTC, the PICA-URG, and the PCIA-DWR costs applicable to Community Aggregation (CA) Customers pursuant to Decision 05-01-009 is temporarily suspended pending a true-up of CRS for CCA Customers.

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Schedule CCA-SF  
COMMUNITY CHOICE AGGREGATION  
SERVICE FEES

Sheet 1

APPLICABILITY

Applicable to Community Choice Aggregators (CCAs) participating in Community Choice Aggregation Service (CCA Service). All provisions of Rule 23 and Rule 23.2, shall apply to CCAs. Certain provisions of this Schedule may also apply to CCA Service customers.

The products and services provided under this Schedule are subject to availability.

TERRITORY

Within the entire territory served.

RATES

The following applicable services fees will be charged to the CCA unless otherwise specified.

A. CCA SERVICE ESTABLISHMENT

These fees apply at the time a CCA establishes service in SCE's service territory.

1. CCA Establishment - This fee covers the cost of establishing a new business relationship with the CCA and includes activities such as processing the CCA Service Agreement (form 14-768), establishing a CCA account in SCE's billing and metering systems, and establishing CCA creditworthiness pursuant to Section V of Rule 23.

Per Event

CCA Establishment Fee: ..... \$ 1,487

2. EDI Testing - This fee will apply to the Electronic Data Interchange (EDI) Testing that a CCA must complete prior to establishing service in SCE's service territory. CCA must successfully complete all standard technical testing which demonstrates the CCA is capable of exchanging data with SCE through EDI.

Per Hour

EDI Testing Fee:..... \$ 80

3. CCA Credit Establishment - This fee will apply only to those CCAs which do not meet SCE's creditworthiness requirements pursuant to Section V of Rule 23. Fee shall include obtaining assurance of deposit payment from the CCA in the form of cash or other acceptable form of security.

Per Event

CCA Credit Establishment Fee:..... \$ 229

(Continued)

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Schedule CCA-SF  
COMMUNITY CHOICE AGGREGATION  
SERVICE FEES

Sheet 2

(Continued)

B. CUSTOMER NOTIFICATION (Optional Service)

The Customer Notification Fees apply to CCA requests for SCE to include notice informing customers of the CCA's program in a separate mailing or in SCE's billing. The Standard Output Fee as defined in section C.2 of SCE's Schedule CCA-INFO will be assessed separately to recover the costs associated with the development of a list of service accounts eligible for initial notification activities. A Customer Notification Fee will apply for each Service Account that must receive the two notices during each of the notification periods below. The charges shall be:

1. Standard Notification

The Standard Notification Fee applies to a CCA that requests SCE to direct mail notification letters to inform customers of the CCA's program as described in Section H of Rule 23. A Standard Notification Fee will apply for each service account that must receive the two notification letters during each notification period: 1) the Initial Notification Period, as defined by Rule 23 Section B.23, and 2) the Follow-Up Notification Period, as defined by Rule 23, Section B.24. This fee does not include the costs to develop design, or produce the CCA's customer notices. See Special Condition 2.

Per Service Account

Initial Notification Period: ..... \$ 1.37  
Follow-Up Notification Period: ..... \$ 1.37

2. Customer Notification in Monthly Utility Bill

This service shall be subject to advance notice requirements; scheduling requirements; SCE's normal communication protocols, business practices and operational specifications (see Special Condition 2). CCA customer notices inserted in SCE's billing envelope shall include a disclaimer prominently displayed, in font no smaller than the title or heading of the customer notices. The disclaimer shall state the following: "This notice was prepared and paid for by [CCA name] and not SCE." Information contained in such notices shall be limited to that required by PU Code Section 366.2(c)(13)(A). This service shall require a Specialized Services Agreement be executed between the CCA and SCE pursuant to Section E of Rule 23. The costs to provide this service shall be charged to the CCA in accordance with Special Condition 3 of this Schedule.

C. MASS ENROLLMENT

1. Mass Enrollment – This fee will apply to the activities associated with the mass transfer of accounts to CCA Service as described in Section D and Section J of Rule 23. All eligible CCA customers that have not opted out of CCA service will be automatically enrolled in the CCA's program on the customers' regular meter read dates over a one month billing period. The Mass Enrollment Fee will be assessed on a per event basis and a per Service Account basis:

Mass Enrollment Fee: ..... Per Event  
\$ 2,444

Mass Enrollment Fee: ..... Per Event  
Per Service Account  
\$ 0.11

(Continued)

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Schedule CCA-SF  
COMMUNITY CHOICE AGGREGATION  
SERVICE FEES  
 (Continued)

Sheet 3

D. OPT-OUT REQUESTS

These fees apply when a customer elects to opt-out of the CCA's program prior to the automatic enrollment process. Opt-out requests received after the automatic enrollment date but prior to the end of the 60-day follow-up notification period will be processed as Opt-Out CCASRs. After the end of the follow-up notification period, customers requesting to opt-out will be subject to a Customer Re-Entry CCASR Fee. SCE will provide the customer with written confirmation that the customer's opt-out request was processed.

Per Service Account

Customer Contact Opt-Out: .....	\$0.40	
Voice Response Unit (VRU) Opt-Out: .....		\$0.48
Internet Opt-Out: .....	\$1.93	

E. COMMUNITY CHOICE AGGREGATION SERVICE REQUEST (CCASR)

A Community Choice Aggregation Service Request (CCASR) fee shall be charged as follows and includes notification/confirmation of the CCASR status to the customer and CCA.

1. This fee applies when a CCA submits a connect or disconnect CCASR to add or remove a customer from a CCA program.

Per CCASR

CCASR Fee .....	\$1.05
-----------------	--------

2. This fee will be charged to the customer requesting to terminate CCA Service after the Follow-Up Notification Period has ended.

Per CCASR

Customer Re-Entry Fee .....	\$1.49
-----------------------------	--------

3. This fee will apply when a customer establishes new service in a CCA's service area as described in Section K.2 of Rule 23. This fee will apply whether a CCA customer moves into a CCA service area or relocates within the CCA's service area. If the CCA requests that SCE issue customer notifications, a separate Customer Notification Fee would also apply.

Per CCASR

New Customer Fee .....	\$0.76
------------------------	--------

4. This fee will apply whenever a CCASR is required to halt the completion of an initial CCASR issued for the same service account.

Per CCASR

Cancellation Fee .....	\$1.37
------------------------	--------

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Schedule CCA-SF  
COMMUNITY CHOICE AGGREGATION  
SERVICE FEES  
(Continued)

Sheet 5

H. CCA TERMINATION OF SERVICE

- Voluntary Termination – This fee applies when a CCA terminates its entire CCA Program (to the extent permitted by the Commission) on a voluntary basis as described in Section S of Rule 23. If the CCA requests SCE to provide the required notifications described in Section S of Rule 23, then a separate CCA Customer Notification Fee will be applicable. The Voluntary Termination Fee will be assessed on a per event and a per service account basis.

Per Event

Voluntary Termination Fee: ..... \$ 2,444

Per Event  
Per Service Account

Voluntary Termination Fee: ..... \$ 0.11

- Involuntary Service Change or Termination of CCA Service – This fee will apply to any condition and cost related to activities associated with an Involuntary Service Change or a Termination of CCA Service by the utility as defined in Section T of Rule 23. The cost for such services shall be charged to the CCA on a time and materials basis and do not include CCASR, procurement related, or other costs incurred by SCE resulting from such involuntary service change or termination. The fee will be determined in accordance with Special Condition 3.

I. MISCELLANEOUS SERVICES

- Special Services Request – This charge will apply when a CCA requests Specialized Services as set forth in Rule 23. This fee will also apply in the event a CCA requests Boundary Metering or Adding/Deleting a Municipality from an Existing CCA as set forth in Rule 23. This service will be provided on terms mutually agreeable to the CCA and SCE. The charges shall be determined in accordance with Special Condition 3.
- This fee will apply on a monthly basis for each service account that is participating in a CCA's program. This fee is based on the incremental costs of performing account maintenance activities for CCAs and CCA customers.

Per Month  
Per Service Account

Monthly Account Maintenance Fee: ..... \$ 0.98

- This fee applies when SCE provides additional required CCA customer notifications in accordance with Rule 23 Section L.1(b) or other SCE tariffs.

Per Event  
Per Service Account

Miscellaneous Customer Notification Fee: ..... \$0.48

(Continued)

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Schedule CCA-SF  
COMMUNITY CHOICE AGGREGATION  
SERVICE FEES

Sheet 6

(Continued)

I. MISCELLANEOUS SERVICES (Continued)

4. Standard Phase-In Service – In an effort to assist a CCA with developing phase-in plans, SCE has developed an optional standard phase-in service available to CCAs desiring to phase-in their CCA Service which requires minimal system changes to minimize the CCA's phase-in costs. The Standard Phase-In Service requires the affected customers in each phase to be mass enrolled in CCA Service on each customer's scheduled meter read date during a one month period and requires the CCA to conclude its phase-in plan for all its customers within one calendar year. The CCA can select one of the following phase-in options: customer class, rate class, incorporated city, or county. The Standard Phase-In Service Fee will be assessed on a per phase basis and a per Service Account basis:

Per Phase

Mass Enrollment Fee: .....\$ 2,444

Per Phase  
Per Service Account

Mass Enrollment Fee: .....\$ 0.11

The CCA may propose its own phase-in plan to SCE. This service shall require a Specialized Services Agreement be executed between the CCA and SCE pursuant to Section E of Rule 23. The costs to provide this service shall be charged to the CCA in accordance with Special Condition 3. Regardless whether a CCA chooses standard phase-in service or proposes its own phase-in criteria, SCE will cooperate with CCAs to phase-in groups of customers in ways that minimize SCE and CCA costs.

5. CCA Non-Energy Billing Receivable - This is a monthly fee that will apply to the CCA for incremental payment processing, account review and collection activities associated with the CCA's account.

Per Month

CCA Non-Energy Billing Receivable Fee: ..... \$6.06

6. Metering Services, including MDMA services, shall be available to CCA Service Customers under the same terms and conditions as Bundled Service Customers.

SPECIAL CONDITIONS

1. Special MDMA Services: Upon CCA request, SCE may provide special MDMA Services outside the regularly scheduled meter read date on a one-time basis, per request. This will not alter a customer's regularly scheduled meter read date. If the CCA requests a validation "check read" and the read is determined correct, the CCA will be charged under these services. However, if the read is determined to be incorrect, the CCA will not be charged.
2. Customer Notification requirements and specifications are available to the CCA upon request.
3. Time and material charges will be calculated based on SCE's total costs to provide such services. The total charge will be determined by multiplying the personnel classification hourly rate, which will be provided upon request, for each job by the number of hours worked plus material costs which include a procurement charge of 13.7 percent and sales tax.

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Schedule CGDL-CRS Sheet 1  
CUSTOMER GENERATION DEPARTING LOAD COST RESPONSIBILITY SURCHARGE

APPLICABILITY

Applicable to the Customer Generation Departing Load (CGDL) that departed after February 1, 2001 and is served by Customer Generation (CG) of Bundled Service and Direct Access Service customers pursuant to Commission Decision (D.) 03-04-030. In addition, this schedule is applicable to the CGDL load of CCA Service Customers. CGDL is defined in Preliminary Statement Part W.1.c. and in the Special Conditions of this Schedule. Pursuant to Commission Decision (D.) 05-06-041, this Schedule and the mechanisms in D.03-04-030 for imposing and excepting Cost Responsibility Surcharges (CRS) are also applicable to county and municipal water districts that self generate electricity both on site and off site. (N)  
(N)

Direct Access, where customers can purchase electricity from an ESP, instead of regulated electric utilities, was suspended on September 20, 2001, by Commission Decision (D.) 01-09-060. This means that Direct Access is not available to new customers. Existing Direct Access customers may continue on Direct Access service, either with their current ESPs or with other ESPs, according to the Direct Access Suspension rules set forth in Decision (D.)02-03-055, as modified by D.03-04-057, D.04-07-025, and D.04-02-024, as well as the Switching Exemption Rules set forth in D.03-05-034.

Load delivered over distribution facilities to customers taking service under Schedule SPSS and allocated as either On-Site or Remote Self-Supply load pursuant to Schedule SPSS shall be subject to the charges contained in this Schedule, as applicable.

TERRITORY

Within the entire territory served.

RATES

The CGDL customer shall be billed an amount equal to the sum of the applicable components of the Cost Responsibility Surcharge (CRS) for the billing period calculated as described below. The components of the CRS include the Department of Water Resources (DWR) Bond Charge, the Historical Procurement Charge (HPC), the ongoing Competition Transition Charge (CTC), the Power Charge Indifference Adjustment Utility Retained Generation (PCIA-URG), the Power Charge Indifference Adjustment Department of Water Resources (PCIA-DWR), and the Undercollection Contribution (UC). The CRS shall be applicable to the kWhs served by Customer Generation subject to provisions of D.03-04-030. Certain exceptions from a portion or all of the CRS components, based on the type, size, and total amount of Customer Generation installed on or after February 1, 2001 within SCE's entire service territory are provided as set forth in the Special Conditions section, below. In addition to the charges described below, the nonbypassable NDC, PPPC, and FTAC of Schedule DL-NBC are also applicable to CGDL, except for exemptions provided for therein and in Net Energy Metering (NEM) tariffs, and the sum of those charges shall be added to the CRS amount determined under this Schedule.

CRS Components:

DWR Bond Charge:

The DWR Bond Charge is calculated by multiplying the kWh for the billing period served by CG by the DWR Bond Charge as shown in the Rates section for the Otherwise Applicable Tariff (OAT). Departing Load (DL) that began to receive service from CG on or before February 1, 2001, shall be exempt from the DWR Bond Charge except for any period the DL returned to Bundled Service, Direct Access, or CCA Service. See Special Condition 4 for CG load exemption for a Continuous DA Customer. (N)

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Schedule DBP  
DEMAND BIDDING PROGRAM

Sheet 7

(Continued)

SPECIAL CONDITIONS (Continued)

8. Aggregated Group: (Continued)

- f. Aggregated Group Interval Metering: All service accounts included in an Aggregated Group shall be required to have communicating interval metering. Service accounts with a Maximum Demand that reaches 50 kW in any three months during the preceding twelve months shall be provided a communicating interval meter at no cost to the customer, if such meter is not already located at the service account, subject to available funding. Service accounts with a Maximum Demand that does not reach 50 kW in at least three of the preceding twelve months must pay for the required communicating Interval Meter prior to participation. (T)
- g. Aggregated Group Recorded Reduced Energy (AGRRE): The AGRRE equals the difference between the AGEB and the Aggregated Group's recorded kWhs of an accepted Aggregated Group Energy Bid. (T)
- h. Cancellation of Aggregated Group Energy Bid: An Aggregated Group Energy Bid solicitation may be cancelled any time prior to its acceptance by SCE. (T)
- i. DBP Credits: A DBP Credit will only apply to the portion of the AGRRE in any hour that falls within a +/- 50 percent bandwidth of the Aggregated Group's Energy Bid. At no time will a DBP credit apply during hours an Aggregated Group does not meet the Aggregated Group Minimum Load Reduction Requirements. (T)
- j. Aggregated Group Designated Lead Account: Each Aggregated Group must assign a Designate Lead Account (DLA), and such DLA must have a demand level of greater than 200 kW in any three months during the preceding twelve months. The DLA will be the primary contact for DBP Event notifications, as well as the recipient of all DBP Credits applicable to the Aggregated Group. (T)
- k. Aggregated Group Termination: If the DLA terminates participation under this Schedule then a new DLA must be assigned. If an Aggregated Group account, other than the DLA, terminates participation under this Schedule, all remaining Aggregated Group accounts shall continue as an Aggregated Group under the provisions of this Schedule, if eligible. (T)

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Schedule NEM  
NET ENERGY METERING

Sheet 1

APPLICABILITY

Applicable to Eligible Customer-Generators (Customers) and Eligible Customer-Generators Utilizing Wind Energy Co-Metering (Wind Customer), as defined herein below pursuant to Public Utilities (PU) Code Sections 2827 and 2827.8, where the total NEM Eligible Generator(s) capacity does not exceed 1 MW at a single Premises. Customers/Wind Customers served under this Schedule are not required to take service under Schedule S, except that a Customer/Wind Customer served under the provisions of Special Condition 5 of this Schedule may not be exempt from Schedules, as provided for in Special Condition 2.b of Schedule S. This Schedule is closed once the total combined nameplate rated generating capacity, of all Customers/Wind Customers NEM Eligible Generators served under this Schedule exceeds one-half of one percent of Southern California Edison's (SCE) aggregate peak demand.

If an Eligible Customer-Generator, or Eligible Customer-Generator Utilizing Wind Energy Co-Metering, participates in Direct Access (DA) with an Energy Service Provider (ESP) or in Community Choice Aggregation with a Community Choice Aggregator (CCA) that does not provide distribution services for the direct transactions, the ESP or CCA, as applicable, and not SCE, is obligated to provide NEM to such customer. Additionally, the customer is responsible for the incremental costs associated with the metering and billing services provided by SCE to a CCA's NEM customer, pursuant to Special Condition 2.d of this Schedule.\*

(T)  
(N)  
(N)  
(N)  
(N)  
(N)

A Customer/Wind Customer whose generating facility meets the definition of a Combined Technology Generating Facility, as defined in Special Condition 6.g of this Schedule, shall be subject to the provisions of Special Condition 5 of this Schedule.

(N)  
|  
(N)

TERRITORY

Within the entire territory served.

RATES

As determined in each billing period, when an Eligible Customer-Generator, or an Eligible Customer-Generator Utilizing Wind Energy Co-Metering, is a net consumer of energy,  $E_s$  is greater than  $E_f$ , where  $E_s$  is energy supplied by SCE and  $E_f$  is energy generated by the customer's electrical generating facility and fed back into SCE's electrical system, the resulting net consumed energy will be used in the calculation of all applicable energy charges, calculated by multiplying the customer's net consumed kWh by the applicable energy rate components of the customer's Otherwise Applicable Tariff (OAT), in each Time-Of-Use (TOU) period, when applicable.

As determined in each billing period, when an Eligible Customer-Generator, as defined in Special Condition 5.a, is a net producer of energy,  $E_f$  is greater than  $E_s$ , the resulting net produced energy will be used in the calculation of energy credits, calculated by multiplying the customer's net produced kWh by the applicable energy rate components of the customer's OAT, in each TOU period, when applicable.

As determined in each billing period, when an Eligible Customer-Generator Utilizing Wind Energy Co-Metering, as defined in Special Condition 5.b, is a net producer of energy,  $E_f$  is greater than  $E_s$ , the resulting net produced energy will be used in the calculation of generation energy credits, calculated by multiplying the customer's net produced kWh by the applicable Utility Retained Generation (URG) rate component of the customer's OAT, in each TOU period.

For all customers served under this Schedule, Special Condition 3.g shall apply to any remaining credits at the end of each Relevant Period.

\* Service under this schedule shall not be permitted in combination with CCA service until such time as the Commission establishes the terms and conditions applicable to a CCA and its customers participating in Net Energy Metering service.

(N)  
(N)

(Continued)

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Rule 4  
CONTRACTS

Sheet 2

(Continued)

- C. Contracts with Governmental Agencies. A contract for street lighting or other installation or service to a governmental agency will be required by SCE as provided in Section A. or B. above, but, upon request by such customer, a contract may be executed by SCE for a term not to exceed five years. (D)(L)
- D. Contracts for Business Services. A Qualified Customer may be required, as a condition of business service, to complete an agreement provided by SCE, which outlines the conditions of the service provided.
- E. Energy Service Provider (ESP) Service Agreement. An ESP shall be required to enter into a Commission-approved ESP Service Agreement (Form 14-652) with SCE. Information provided in the Commission-approved ESP Service Agreement shall be used to, among other things, establish credit for the ESP to the satisfaction of SCE.
- F. Direct Access Service and Non-Standard Contracts or Service Agreements. Where the customer has any outstanding non-standard contracts or service agreements with SCE, or any non-standard Service Account or meter service arrangements for the customer's convenience or for SCE's Operating Convenience, SCE may, at its discretion, require the customer, prior to processing a Direct Access Service Request to:
  - 1. sign a revised version of the non-standard contract or service agreement which incorporates appropriate provisions to accommodate Direct Access service;
  - 2. modify the non-standard Service Account or meter service arrangements; or
  - 3. terminate the contract, agreement, or arrangement because of conflicts with other tariff provisions. SCE will not unreasonably withhold Direct Access service from the customer under this provision.
- G. Community Choice Aggregator (CCA) Service Agreement. A CCA shall be required to enter into a Commission-approved CCA Service Agreement (Form 14-768) with SCE. Information provided in the Commission-approved CCA Service Agreement shall be used to, among other things, establish credit for the CCA to the satisfaction of SCE. (N)
- H. Community Choice Aggregation Service and Non-Standard Contracts or Service Agreements. Where the customer has any outstanding non-standard contracts or service agreements with SCE, or any non-standard Service Account or meter service arrangements for the customer's convenience or for SCE's Operating Convenience, SCE may, at its discretion, require the customer, prior to processing a Community Choice Aggregation related Service Request to:
  - 1. Sign a revised version of the non-standard contract or service agreement which incorporates appropriate provisions to accommodate CCA Service;
  - 2. Modify the non-standard Service Account or meter service arrangements; or
  - 3. Terminate the contract, agreement, or arrangement because of conflicts with other tariff provisions. SCE will not unreasonably withhold CCA Service from the customer under this provision. (N)

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Rule 22  
DIRECT ACCESS

Sheet 1

The following terms and conditions apply to both SCE customers and electric energy service providers who participate in Direct Access. Direct Access refers to any end-use SCE customer electing to procure its electricity, and any other CPUC-authorized energy services, directly from electric service providers (ESPs) as defined in Rule 1. ESPs who serve Small Customer Service Accounts, as defined in Rule 1, shall be registered with the State of California and meet any certification requirements established by the appropriate State agencies. Direct Access, where customers can purchase electricity from an ESP, instead of regulated electric utilities, was suspended on September 20, 2001, by Commission Decision (D.) 01-09-060. This means that Direct Access is not available to new customers. Existing Direct Access customers may continue on Direct Access service, either with their current ESPs or with other ESPs, according to the Direct Access Suspension rules set forth in Decision (D.)02-03-055, as modified by D.03-04-057, D.04-07-025, and D.04-02-024, as well as the Switching Exemption Rules set forth in D.03-05-034. Pursuant to D.05-12-041, Customers receiving Direct Access Service may be automatically enrolled in a Community Choice Aggregation program, as described in Rule 23.

(N)  
(N)

A. Customer Service Elections

Prior to September 21, 2001, all SCE customers had the opportunity to acquire their electric power needs under the following options. Those customers who elected Direct Access Service on and before September 20, 2001 can continue to receive such service. The Direct Access option is closed to all other SCE customers until such time the Commission may reinstate Direct Access as a service option.

1. Default SCE Services (SCE Bundled Service)

This service preserves traditional SCE electric services, where SCE performs all energy services for the end-use customer. SCE will acquire all its electric power requirements from the Procured Energy (PE). All customers who are not currently using Direct Access remain on default SCE services. Customers may choose to return to default SCE services after having elected Direct Access.

2. Direct Access

This service election allows customers, who executed a Direct Access contract on or before September 20, 2001 or after Direct Access Service may be reinstated by the Commission, to purchase electric power and, at the customer's election, additional energy services from non-SCE entities known as ESPs.

Billing options are described in Section K, Billing Service Options and Obligations.

Direct Access Customers who are not defined as Small Customers, as defined in Section B, General Terms, will be required to have in place Interval Metering, as defined below, at no expense to SCE. Pursuant to D.97-05-039, these customers will be eligible to choose either SCE or ESP to provide meter services. After 1998, the CPUC will extend meter service elections to remaining customers. Meter service options are described in Sections G and H.

Direct Access Customers, who have individual Service Accounts with a maximum demand between 20 and 50 kW, may be exempt on an interim basis from the Interval Metering requirements pursuant to CPUC rules.

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Rule 23  
COMMUNITY CHOICE AGGREGATION

Sheet 1

Community Choice Aggregation Service (CCA Service) permits cities, counties, cities and counties, or a joint powers agency whose governing board(s) have elected to acquire their electric power needs, hereinafter referred to as Community Choice Aggregators (CCA), to provide electric services to SCE end-use customers located within their service area(s) as set forth in California Public Utilities (PU) Code Section 366.2 and other Commission directives.

The following terms and conditions apply to both SCE customers and CCAs who participate in CCA Service and are not meant to include all requirements that may otherwise be mandated to comply with state laws, the PU Code, Federal Energy Regulatory Commission (FERC) Rules, and California Independent System Operator (ISO) Rules applicable to CCAs and CCA Service. CCA Service shall refer to the electric service provided by a CCA to any group of end-use electric customers located within the service area of the CCA who have not elected to opt-out from such service and receive electricity procurement and other related services from the CCA.

A. CUSTOMER SERVICE ELECTIONS

1. SCE Bundled Services

This service preserves traditional utility electric services, under which SCE performs all electric energy services for the end-use customer including metering, billing, collection, and customer services. Customers not receiving service under CCA Service or Direct Access Service shall receive service under SCE Bundled Services.

2. Non-SCE Energy Services

a. Community Choice Aggregation Service (CCA Service)

This service permits cities, counties, a city and county, or any group of cities, counties, or cities and counties, as defined by PU Code Section 331.1, whose governing boards have elected to do so, to aggregate the electric load of SCE end-use customers within their service areas for the purposes of acquiring and providing their electric power needs. These entities are CCAs. Customers that have not elected to opt-out of CCA Service or at the customer's election shall have their electric power procured by the CCA.

b. Direct Access

This service election allows customers to purchase electric power and, at the customer's election, additional energy services from non-SCE entities known as Energy Service Providers (ESPs). Direct Access service is governed by Rule 22. Direct Access customers are eligible for CCA Service participation pursuant to the provisions set forth in Section G of this Rule.

(Continued)

(To be inserted by utility)

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Vice President

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Rule 23  
COMMUNITY CHOICE AGGREGATION

Sheet 5

(Continued)

B. GENERAL TERMS (Continued)

14. Service Fees and Other Charges

- a. SCE costs for services provided to a CCA or CCA Customer shall be charged to the CCA or customer as set forth in the appropriate SCE rate schedule. SCE may charge service fees for CCA related services described in this Rule only for the incremental costs associated with providing these services and provided that service fees do not assess charges on CCAs for billing processes or customer services that are unrelated to services and customer billings associated with the CCA's CCA Service or are collected in other SCE rates, charges or fees.
- b. SCE Service charges approved by the Commission, which may include, but are not limited to, service establishment charges and special meter reading fees, which are contained within or authorized by other tariffs are not affected by this Rule.
- c. Service fees for CCA Services are described in Schedule CCA-SF.

15. Non-bypassable Obligations

As a condition of participating in CCA Service, CCA customers shall be responsible to pay for all non-bypassable charges authorized by the Commission and which SCE may recover from customers in accordance with state law. SCE shall continue to bill the customer for such charges. Disputed charges shall be resolved pursuant to the provisions set forth in Rule 10.

16. Franchise Fees And Other Charges

CCA Customers shall continue to be responsible to pay all applicable fees, surcharges and taxes as authorized by law. SCE shall bill customers for franchise fees as set forth in PU Code Sections 6350 to 6354, and for fees as set forth in PU Code Sections 401 to 410. The CCA and SCE shall each be responsible for calculating other fees, taxes, and surcharges for their respective services.

17. Liability In Connection With CCA Services

- a. In this Section, "damages" shall include all losses, harm, costs, and detriment, both direct and consequential, suffered by the customer.
- b. SCE shall not be liable to the customer or CCA for any damages caused by SCE's conduct in compliance with, or as permitted by, SCE's electric rules and tariffs, the CCA Service Agreement and associated legal and regulatory requirements related to CCA Service.
- c. SCE shall not be liable to the customer for any damages caused to the customer by any failure by CCA to comply with SCE's tariffs, the CCA Service Agreement and associated legal and regulatory requirements related to CCA Service.

(Continued)

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Rule 23  
COMMUNITY CHOICE AGGREGATION

Sheet 7

(Continued)

## B. GENERAL TERMS (Continued)

## 21. CCA Customer Notification

CCA Customer Notification is the required CCA customer notification that informs customers of the CCA's CCA Service. The CCA Customer Notification must inform customers that (a) they are to be automatically enrolled in CCA Service, (b) the terms and conditions of CCA Service, and (c) the customer has the right to opt-out of CCA Service. The notification must also include a mechanism by which a potential customer may opt-out of CCA Service. To qualify for Automatic Enrollment the CCA shall fully inform participating customers (1) at least twice during a sixty (60) day period in advance of the date of Automatic Enrollment, and (2) at least twice during a 60-day period following enrollment in a CCA's Service.

## 22. Opt-Out of Automatic Enrollment

The term "opt-out" is the customer's election not to be served under CCA Service and to continue to receive its existing service. In order to exercise its right not to participate in CCA Service, a customer must request to "opt-out" of CCA Service through the required action as prescribed in the CCA Notification or by contacting SCE. A customer may exercise its opt-out right at any time prior to the Automatic Enrollment of a customer's account in CCA Service and during an additional 60 day period subsequent to the Automatic Enrollment of a customer's account in CCA Service.

## 23. Initial Notification Period

The Initial Notification Period is a period of time, lasting not less than sixty (60) days, leading up to the Automatic Enrollment date.

## 24. Follow-up Notification Period

The Follow-up Notification Period is a sixty (60) day period of time commencing immediately following the date of Automatic Enrollment.

## 25. CCA Cost Responsibility Surcharge (CCA-CRS)

As a condition of receiving CCA Service, CCA customer shall be responsible for paying a CCA Cost Responsibility Surcharge (CRS) as set forth in Schedule CCA-CRS. The CCA CRS shall be identified separately, as part of SCE charges on the customer's monthly billing statement.

## 26. CCA Service Request (CCASR)

CCA Service Request (CCASR) is the electronic communication required to enroll or add customers to CCA Service, remove customers from CCA Service, change service options, and maintain customer information.

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Rule 23  
COMMUNITY CHOICE AGGREGATION

Sheet 12

(Continued)

F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Continued)

2. The CCA shall provide to SCE the Commission's certification of (1) CCA registration, and (2) the amount of cost recovery that must be paid by its customers.
3. The earliest possible date a CCA may implement CCA Service shall be the date the CCA has fulfilled all requirements in the applicable tariffs, including service establishment requirements set forth in this Rule, or the date the CCA and SCE agree is reasonable, whichever is later, unless stated otherwise in a Commission order or in a letter from the Commission's Executive Director. In advance of providing service to the first CCA in SCE's service territory, SCE shall require six (6) months from the date the first CCA files its Implementation Plan with the Commission or a mutually agreed upon date between SCE and the CCA.
4. CCA Service Establishment  

Prior to providing CCA Services within SCE's service territory, the CCA must comply with the following requirements:

  - a. CCAs must submit an executed CCA Service Agreement in the form attached hereto.
  - b. The CCA remains fully responsible for its subcontractors, agents, and Scheduling Coordinators performing CCA related services on behalf of the CCA.
  - c. The CCA must satisfy SCE credit-worthiness requirements set forth in Section V, Credit Requirements.
  - d. The CCA must satisfy applicable Electronic Data Exchange requirements, including:
    - (1) Completion of all necessary electronic interfaces for the CCA and SCE to communicate for CCASRs, billing, collections, general communications and communication of meter reading and usage data from SCE.
    - (2) Have the capability to exchange data with SCE via the Internet.
    - (3) Successful completion of all standard SCE technical testing and must have the capability to communicate using Electronic Data Interchange (EDI), Internet, or an electronic format acceptable to SCE and enter into appropriate agreements related thereto. EDI testing may commence between CCA and SCE at any time prior to CCA service commencing and both SCE and CCA will make best efforts to complete EDI testing expeditiously.
  - e. No outstanding charges related to Specialized Services defined in Section E.
  - f. Confirmation that the CCA is registered with the Commission and that the CCA has filed an Implementation Plan with the Commission.

(Continued)

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Rule 23  
COMMUNITY CHOICE AGGREGATION

Sheet 13

(Continued)

## F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Continued)

## 5. Adding/Deleting A Municipality To An Existing CCA

This section is applicable to CCAs participating in a joint powers agency (JPA) pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code pursuant to PU Code Section 331.1.b. The CCA shall comply with each of the following:

- a. Before SCE will process requests associated with a city or county joining or leaving an existing CCA, the CCA must execute a Specialized Services Agreement between the CCA and SCE pursuant to the applicable provisions set forth in Section E of this Rule.
- b. Before SCE will process requests associated with an existing CCA adding a city and/or county to its membership, the CCA must update or renew all requirements as specified in Sections F.1, F.2, F.3 and F.4 above.

## G. CCA SERVICE CUSTOMER ELIGIBILITY

A CCA must offer to provide electric power to all residential customers located within its service area and pursuant to D.04-12-046, the CCA has the option to provide CCA Service to non-residential customers located within its service area. Pursuant to D.05-12-041, all customers, including active Direct Access customers, located within a CCA's service area that have been offered service by the CCA that do not affirmatively decline such service (opt-out), shall be served by the CCA. SCE shall not be responsible or liable in any way for any costs, fees, or penalties associated with a customer's Automatic Enrollment in CCA Service.

1. Customers with a SCE commodity contract term obligating them to remain on SCE's Bundled Service, including Bundled Portfolio Service (BPS), shall be included in the CCA's Automatic Enrollment process and are subject to a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. Customer inquiries concerning SCE contract term requirements will be referred to SCE.
2. Customers taking service under Net Energy Metering (NEM) Rate Schedules, shall be included in the CCA's Automatic Enrollment process and are subject to the provisions set forth in SCE's NEM Rate Schedules which may preclude NEM eligibility or may require special metering prior to the switch to CCA service, as defined in Section J.
3. Customers currently under Direct Access service shall be included in the CCA's Automatic Enrollment process and are subject to a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. SCE may require Direct Access customers with meters that do not conform to SCE's metering standards and are incompatible with current SCE metering reading systems to be replaced with a compatible meter prior to the switch to CCA service, as defined in Section M.

(Continued)

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COMMUNITY CHOICE AGGREGATION

Sheet 17

(Continued)

J. CCA SERVICE MASS ENROLLMENT PROCESSES

SCE shall provide a Mass Enrollment process whereby all eligible CCA customers that have not opted out of CCA Service shall be automatically enrolled in CCA Service on the customers' regular scheduled meter read dates over a one (1) billing month period, subject to phasing.

1. In advance of implementing the Mass Enrollment process, SCE must be in receipt of the CCA's confirmation, indicating the CCA has fulfilled its Initial Notification requirements. SCE has no responsibility for verifying that the CCA has complied with its notification requirements.
2. Within fifteen (15) days after conclusion of the Initial Notification Period, SCE shall provide to the CCA one (1) update of its customer enrollments, providing individual customer information and energy usage data for those customers scheduled for mass enrollment. The update shall exclude all customer information for which SCE has processed opt-out requests. A CCA has the option to request additional customer information pursuant to Schedule CCA-INFO.
3. The mass enrollment shall commence at a time not less than thirty (30) days and not more than forty-five (45) days after the conclusion of the Initial Notification Period, unless another date is mutually agreed to by the CCA and SCE, and shall be processed over a one billing month period by billing cycle unless the CCA and SCE have agreed to specialized services for CCA enrollment or Phase-in services as defined in this Rule.
4. For each account in the mass enrollment, SCE shall switch the customer's account on its scheduled meter reading date, providing confirmation to the CCA.
5. Following the Mass Enrollment, SCE shall provide the CCA with an update to its customer enrollments, providing individual customer information and energy usage data, and the switch dates for those customers that were actually enrolled in the CCA's CCA Service.
6. Effective beginning on the date of the transfer, the CCA is solely responsible for providing the electric power needs of its customers.
7. Customer opt-out requests processed after the account has switched to CCA Service shall be returned to the previous service by the initiation of a CCASR and under the CCASR process timing, as defined in Section M.
8. The CCA shall update its records within three (3) working days from the date of receiving a customer's opt-out notification from SCE to remove the opt-out customer from CCA Service and eliminate future communications from the CCA, concerning a customer's option to opt-out of the CCA Program, as defined in Section H of this Rule from the CCA.
9. Except as otherwise provided for in Rule 23, no special metering shall be necessary or permitted during the mass enrollment process.

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Rule 23  
COMMUNITY CHOICE AGGREGATION

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(Continued)

## R. LATE OR PARTIAL PAYMENTS AND UNPAID BILLS

1. SCE is responsible for collecting the unpaid balance of all charges, including the CCA charges, from customers during the time the CCA is providing CCA Service, sending notices informing customers of unpaid balances, and taking the appropriate actions to recover the unpaid amounts owed the CCA during its credit related interactions with customers.
2. Partial payments by customers shall be allocated on a pro rata basis to the TTA and to SCE charges for which delinquency may result in disconnection, and then any balance shall be prorated between the CCA and other SCE charges.
3. Undisputed overdue balances owed SCE shall be considered late and subject to SCE late payment procedures.
4. Commission rules shall apply to unpaid SCE charges by the customer.

## S. VOLUNTARY CCA SERVICE TERMINATION

Termination of a CCA's CCA Service occurs when an individual CCA or a CCA operating under a Joint Powers Agency (JPA) discontinues providing CCA Service to all customers in its service area. Upon termination of CCA Service, all active CCA customers shall be returned to Bundled Portfolio Service (BPS) pursuant to Section L of this Rule. CCAs shall use best efforts to provide as much advance notice as possible to customers, the Commission and SCE and coordinate with the Commission and SCE to ensure an efficient process and to protect all SCE customers from service problems and additional costs. In addition to the above, the CCA must comply with the requirements set forth below or be subject to Section T, Involuntary Service Changes, of this Rule.

1. The CCA shall provide at least a one (1) year advanced written notice to the Commission and SCE of the CCA's intention to discontinue its CCA Service.
2. The CCA shall provide customers with a six-month notice and at a minimum provide a second notice during the final 60 days before the CCA's scheduled termination of service.
3. SCE shall provide notification to and return all CCA's customers to SCE's BPS during the month in which the CCA terminates its CCA Service on the customer's scheduled meter read date. The CCA shall be responsible for the continued provision of the customer's electric power needs until the date the customer returns to Bundled Service.

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Rule 23.2  
Community Choice Aggregation Open Season

Sheet 1

Participation in this Rule by a Community Choice Aggregator (CCA) is voluntary. The purpose of this rule is to provide SCE with early notice of the planned implementation date of a CCA program.<sup>1</sup>

A CCA may elect to participate in the Open Season, as defined below, for the purpose of mitigating the Cost Responsibility Surcharge (CRS), as designated in Schedule CCA-CRS, that would apply to that CCA's customers absent its participation in the Open Season, and to enable the coordination of resource planning activities of SCE and the participating CCA. Nothing in this Rule shall be construed to modify the requirements of Public Utilities Code Section 366.2(d), (e) and (f).

A. CCA Open Season

The CCA Open Season will be from January 1 through [February 15, or March 1 if Load Serving Entity Load Forecast submittals to the California Energy Commission (CEC) are due May 1 or later] of each year.

1. Binding Notice of Intent (BNI)

During the Open Season CCAs will be allowed to submit to the California Public Utilities Commission (Commission) and SCE, a Binding Notice of Intent (BNI) to serve specified customer classes on a specific date. SCE can then rely upon the BNI in making procurement decisions to meet its load and resource adequacy requirements, and enable the coordination of resource planning activities of SCE and the CCA submitting the BNI (Participating CCA).

The BNI shall be signed by the CCA and indicate, in specific detail, the forecast number of customers by rate class to which the CCA intends to offer service.<sup>2</sup>

The BNI shall be self-executing, in that SCE may rely on such notice to modify its procurement activities without further action by the Commission. Participating CCAs will be exempt from any CRS related to SCE procurement contracts and generation assets acquired after the BNI is submitted. SCE will assume liability going forward for those utility procurement and generation obligations assumed after the Participating CCA has provided its BNI. A CCA that elects not to participate in an Open Season assumes liability for net unavoidable utility and Department of Water Resources procurement and generation obligations that were in place until the time the CCA began its operations.

<sup>1</sup> Nonparticipation in this Rule by a CCA in no way relieves SCE of its obligation to engage in sound resource planning as required by P.U. Code Section 454.5 and the directives of the Commission as adopted in each utility's procurement plans, and to cooperate fully with any potential CCA Program implementation.

<sup>2</sup> Pub. Util. Code § 366.2(b) requires CCAs to offer service to all residential customers within its jurisdiction.

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Rule 23.2  
Community Choice Aggregation Open Season

Sheet 2

(Continued)

## A. CCA Open Season (Continued)

## 1. Binding Notice of Intent (BNI) (Continued)

The specified date will refer to the first day that the CCA assumes responsibility for the purchase of the electrical power requirements of CCA customers transferred from Utility service during CCA mass enrollment. By submitting the BNI, the Participating CCA will be bound to accept SCE transfer of customers that have not opted-out, subject to provisions in Section B, for electrical power supply services on that date, which will be the first day of the CCA mass enrollment period. The CCA will develop, in consultation with SCE, a load forecast for the year it intends to commence service, as described in Section 2 below. Participating CCAs assume responsibility for the planning and purchase of its customers' electrical power requirements as provided for in the CCA load forecast. The load forecast will be used to enable the coordination of resource planning activities of SCE and the CCA.

## 2. CCA Forecast

Each Participating CCA shall meet and confer with SCE upon submission of its BNI to develop a Load Forecast for the CCA for the year it commits to commence service. To the greatest extent possible the Participating CCA and SCE shall collaborate in developing this load forecast by providing the following information: the CCA's description of the customer classes or subsets of the customer classes to which it intends to offer service; a description of the terms and conditions of CCA service; CCA rate forecasts for the year the CCA commences service, SCE estimates of bundled customers who do not qualify for CCA mass enrollment including SCE updates on near-term efforts to promote programs that would increase this category of customers; and information either the CCA or SCE has received regarding customer intent to opt-out of the CCA program. This CCA Load Forecast will be used to adjust SCE bundled load forecast for submittal to the Commission in its Long Term Procurement Plan and to the CEC by [Date to be determined in R.04-04-003] of each year, for resource adequacy verification. The CCA Forecast will be considered final on the date submitted to the CEC, subject to modifications described below in Section B, Adjustments to Forecasts. Such forecast must include the same information and be provided in the same format as required by the CEC or the Commission in accordance with the requirements established for the resource adequacy and integrated energy policy report filings. The CCA Forecast must include the forecast number of customers by rate class that the CCA expects to serve. Unless the CCA and SCE otherwise agree, the CCA Load Forecast shall be based on the following default assumptions regarding the percentage of customers in the various classes that may opt out of CCA service established by the Commission:

- Bundled Service Customers - 5% for residential and 20% for non-residential customers.
- Direct Access Customers – 100% for both residential and non-residential customers.

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Rule 23.2  
Community Choice Aggregation Open Season

Sheet 4

(Continued)

## C. Open Season Phase-In Requirements

In the event a CCA elects to phase-in its service and participate in the Open Season, the CCA shall provide in its BNI the schedule by which it intends to phase-in service which shall include the number of customers for each class to be served per the schedule provided. The CCA shall be required to accept the transfer of customers on the dates provided for each phase of its implementation unless it provides an adjustment in a subsequent Open Season period per Section B above. The CCA load forecast shall reflect the incremental changes in CCA load as a result of phasing implementation. All other provisions of the Open Season tariff, including penalties for default and confidentiality, apply to participating CCAs that elect to phase-in implementation.

## D. CCA Open Season Participation Confidentiality

Due to both the binding nature of the CCA commitment to serve customers on a specified date and the potential penalties a CCA may incur if it fails to fulfill its responsibility to prepare for timely commencement of service under this tariff, there is a potential to create market power for suppliers responding to a CCA's solicitation to provide electric power services. In order to prevent the possibility that participation in this tariff may create market power for potential CCA suppliers, all information concerning CCA participation in this tariff will be confidential and, at the option of the CCA, subject to a nondisclosure agreement. Use of information provided by either the CCA or SCE for purposes of load forecasting shall be limited solely for the purposes of the collaborative load forecast. Access to load forecasting information shall be restricted to authorized CCA/SCE staff assigned to prepare the load forecasts for submission to the CEC, and the Commission and CEC staff assigned to review such forecasts.

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

Original  
Cancelling

Cal. PUC Sheet No. 40066-E  
Cal. PUC Sheet No.

Sheet 1

COMMUNITY CHOICE AGGREGATOR (CCA)  
SERVICE AGREEMENT

Form 14-768

(Continued)

(To be inserted by utility)

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Southern California Edison  
Rosemead, California

Cancelling Revised Cal. PUC Sheet No. 40067-E  
Original Cal. PUC Sheet No. 37969-E\*

Sheet 1

COMMUNITY CHOICE AGGREGATOR  
NON-DISCLOSURE AGREEMENT

Form 14-769

(To be inserted by utility)

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**COMMUNITY CHOICE AGGREGATOR**

(T)

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is entered into by and between Southern California Edison Company (SCE) and \_\_\_\_\_, a \_\_\_\_\_, [describe political entity] (“CCA”) as of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”). This Agreement is executed pursuant to California Public Utilities Commission (“CPUC”) Order Instituted Rulemaking (“OIR”) 03-10-003, California Public Utilities Code (“PU Code”) Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein Utility and CCA may each be referred to individually as a “Party” and collectively as “Parties.” (T)

The CPUC has determined that CCA may obtain specified confidential customer information from Utility pursuant to Tariff Schedule Community Choice Aggregation – Information Fees (as modified hereafter from time to time) (“CCA-INFO”) as a Community Choice Aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. The provisions of this Agreement and CCA-INFO govern the disclosure of Utility’s confidential customer information to CCA (“Disclosure Provisions”).

The Parties hereby mutually agree that::

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility (“Utility Customers”) may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a CCA. Such disclosure is subject to the following legal continuing representations and warranties by CCA:
  - (a) CCA represents and warrants that, pursuant to PU Code Section 331.1, (1) it is either (i) a city or county whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide electricity buyers program or (ii) a city or county that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and (2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., it requires certain Confidential Information, as defined in Section 2, below;

- (b) CCA represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;
  - (c) CCA represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the CCA; and
  - (d) CCA confirms its understanding that the information of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes of investigating, pursuing or implementing Community Choice Aggregation Service under PU Code Section 366.2 as a community choice aggregator and that any other use of the information may permit Utility to suspend providing further information hereunder.
2. The confidential and proprietary information disclosed to CCA in connection herewith may include, without limitation, the following information about Utility Customers: (a) names; (b) addresses; (c) meter and other identification numbers; (d) account numbers; (e) telephone numbers; (f) electricity usage; and (g) other similar information specific to Utility Customers individually or in the aggregate (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.
3. Except for electric usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or representatives without access to any Confidential Information.
4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by CCA, or used for any purpose other than to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq. as a CCA as permitted under this Agreement and the Disclosure Provisions.

5. CCA shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Specifically, CCA shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of CCA who have a "need to know" such Confidential Information in the course of their duties with respect to the CCA program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement, provided, however, that, an Energy Service Provider, agent, or any other entity, including entities that provide both direct access (as codified in Assembly Bill No. 1890, Stats. 1996, ch. 854) and Community Choice Aggregation services shall limit their utilization of the information provided to the purposes for which it has been provided and shall not utilize such information, directly or indirectly, in providing other services, including but not limited to Direct Access services, in order to effectuate the obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, CCA shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree in writing to be bound by the terms of this Agreement by signing the "Non-Disclosure Agreement for CCA Employees or Representatives" form attached as Exhibit A hereto. CCA shall provide Utility with copies of the signed Exhibit A forms at Utility request. CCA shall also provide Utility with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith ("Disclosure List"). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to Utility once each quarter at a minimum.
6. CCA shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Utility directly against such employees or representatives for improper disclosure and/or use. In no event shall CCA or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify Utility in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or representatives. However, nothing in this Agreement shall obligate the Utility to monitor or enforce the CCA's compliance with the terms of this Agreement.

7. CCA acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Utility and/or Utility Customers, the amount of which may be difficult to access. Accordingly, CCA hereby confirms that the Utility shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Utility, in law or equity.
8. In addition to all other remedies, CCA shall indemnify and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.
9. If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 et seq., CCA shall promptly return or destroy (with written notice to Utility itemizing the materials destroyed) all Confidential Information then in its possession at the request of Utility. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.
10. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent may be withheld due to the confidential nature of the information, data and materials covered.
11. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.

12. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.
13. This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

**SOUTHERN CALIFORNIA EDISON COMPANY**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_ [CCA name]

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**EXHIBIT A  
NON-DISCLOSURE AGREEMENT  
FOR CCA EMPLOYEES OR REPRESENTATIVES**

I, \_\_\_\_\_, declare under penalty of perjury that

(1) I am employed as \_\_\_\_\_ (title) at \_\_\_\_\_  
\_\_\_\_\_ (employer and address); and

(2) I have personally reviewed the attached **COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT** relating to disclosure and use of Confidential Information (as defined therein) and I agree to be bound by its provisions.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_



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(To be inserted by utility)

Advice 1965-E-A  
Decision \_\_\_\_\_

Issued by

Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Nov 29, 2006  
Effective Dec 29, 2006  
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Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

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Effective Dec 29, 2006  
Resolution E-4013



This Community Choice Aggregator (CCA) Service Agreement (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between " \_\_\_\_\_ " ("CCA"), a \_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_, and Southern California Edison Company (SCE), a corporation organized and existing under the laws of the state of California. From time to time, CCA and SCE shall be individually referred to herein as a "Party" and collectively as the "Parties."

**Section 1: General Description of Agreement**

- 1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which CCA shall offer electrical energy services. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in SCE's applicable rules or in the relevant community choice aggregation tariff.
- 1.2 The form of this Agreement has been developed as part of the CPUC regulatory process to implement Assembly Bill 117, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between SCE and CCAs and may not be waived, altered, amended or modified, except as provided herein or in the applicable community choice aggregation tariff, or as may otherwise be authorized by the CPUC.
- 1.3 This Agreement incorporates by reference the applicable community choice aggregation tariff as authorized and modified from time to time by the CPUC.

**Section 2: Representations**

- 2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.

- 2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4 Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

**Section 3: Term of Service**

The term of this Agreement shall commence on the date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date CCA informs SCE that it is no longer operating as a CCA in SCE's service territory; (b) the earlier termination pursuant to Section 4 hereof; or (c) the effective date of a new CCA Service Agreement between the Parties hereto. Notwithstanding the Effective Date of this Agreement, the CCA acknowledges that it may only offer Community Choice Aggregation Services to customers effective on or after the CPUC-approved date for commencement of such services by CCAs, and only after it has complied with all provisions of this Agreement and SCE's applicable tariffs.

**Section 4: Events of Default and Remedy for Default**

- 4.1 An Event of Default under this Agreement shall include either Party's material breach of any provision of this Agreement, including those incorporated by reference herein, and failure to cure such breach within thirty (30) calendar days after receipt of written notice thereof from the non-defaulting Party; or such other period as may be provided by this Agreement or SCE's applicable community choice aggregation tariff.
- 4.2 In the event of such an Event of Default, the non-defaulting Party shall be entitled to exercise any and all remedies (a) available under SCE's applicable community choice aggregation tariff; and/or (b) provided for by law or in equity to the extent not inconsistent with SCE's community choice aggregation tariff. In addition, in the event of an Event of Default this Agreement may be effectively terminated upon Commission authorization.

4.3 Breach by any Party hereto of any provision of SCE's community choice aggregation tariff, including a breach occurring during Exigent Circumstances as defined in Section T.3 of such tariff, which circumstances also shall include bankruptcy of CCA, shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder. A breach of said tariff for which no remedy is specified therein shall be governed by this Agreement as an Event of Default.

**Section 5: Billing and Payment**

SCE will bill and the CCA agrees to pay SCE for all services and products provided by SCE in accordance with the terms and conditions set forth in SCE's community choice aggregation tariff, as stated in SCE's Electric Rule 23 and SCE's rate schedules. Any services provided by the CCA to SCE shall be by separate agreement between the Parties and are not a subject of this Agreement.

**Section 6: Limitation of Liability**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 7 of this Agreement or by the indemnification provisions in any Nondisclosure Agreement relating to the disclosure of confidential information to the CCA, in which event this Section 6 shall not be applicable.

**Section 7: Indemnification**

7.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 6 of this Agreement, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party"), and at the Indemnified Party's option, the Indemnifying Party shall defend the Indemnified Party, from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include

reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement, except to the extent caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified Party.

7.2 If any claim covered by Section 7.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in, and unless in the opinion of counsel for the Indemnified Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

7.3 The Indemnifying Party's obligation to indemnify under this Section 7 shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

**Section 8: Assignment and Delegation**

8.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 8 shall be void.

8.2 Notwithstanding the provisions of this Section 8, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall

provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

**Section 9: Independent Contractors**

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 8 of this Agreement) as an independent contractor.

**Section 10: Entire Agreement**

This Agreement consists of, in its entirety, this Community Choice Aggregator Service Agreement and all attachments hereto, all Community Choice Aggregation Service Requests submitted pursuant to this Agreement and SCE's community choice aggregation tariffs. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof, with the express exception of any Nondisclosure Agreement relating to the disclosure of confidential information to the CCA. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

**Section 11: Nondisclosure**

11.1 Notwithstanding anything provided below, prior to receiving any SCE confidential customer information, CCA agrees to enter into the CCA Non-Disclosure Agreement and be bound by its terms with respect to Confidential Information as defined therein.

Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by either Party independent of any

Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

- 11.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

**Section 12: Enforceability**

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

**Section 13: Notices**

- 13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt to the Parties as follows:

**If the notice is to CCA:**

Name of Entity: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

**If the notice is to SCE:**

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3 Each Party shall designate on Attachment A the person(s) to be contacted with respect to specific operational matters relating to Community Choice Aggregation Service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

**Section 14: Time of Essence**

The Parties expressly agree that time is of the essence for all portions of this Agreement.

**Section 15: Dispute Resolution**

15.1 The form of this Agreement has been filed with and approved by the CPUC as part of SCE's applicable tariffs. Except as provided in Section 15.2 and 15.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of SCE's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution, with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the Parties shall be required to meet and confer within ten (10) business days in a good faith effort to resolve their dispute. Pending such resolution, the Parties shall continue to proceed diligently with the performance of their respective obligations under this Agreement, unless this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes.

15.2 Except as provided in Rule 23 Section T.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the CCA's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution,

with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the Parties shall be required to meet and confer within ten (10) business days in a good faith effort to resolve their dispute. Pending resolution, the Parties shall continue to proceed diligently with the performance of their respective obligations under this Agreement, unless this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes, as allowed by law or in equity, or the parties may mutually agree to pursue mediation or binding arbitration to resolve such issues.

15.3 Notwithstanding the provisions of Paragraph 15.1 and 15.2 above: (a) all disputes between the Parties relating to the payment by the CCA of any SCE fees or charges shall be subject to the provisions of SCE's applicable tariffs governing disputes over customer bills; (b) all disputes between the Parties regarding non-bypassable charges (including Competition Transition Charges, Cost Responsibility Surcharges, and any other nonbypassable charges adopted by the Commission) payable by community choice aggregation customers or the CCA on behalf of such customers shall be subject to the provisions of SCE's applicable tariffs; and (c) SCE may pursue available remedies in law or equity for unauthorized electrical use by the CCA in a court of competent jurisdiction.

15.4 If the dispute involves a request for damages, parties understand that the Commission has no authority to award damages. To resolve such issues, the parties may mutually agree to pursue mediation or binding arbitration to resolve such issues, or if no such agreement is reached, to pursue other legal or equitable remedies that are available to the parties.

**Section 16: Applicable Law and Venue**

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in Los Angeles, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

**Section 17: Force Majeure**

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and SCE's applicable tariffs despite occurrence of a force majeure event.

**Section 18: Unauthorized Use of Energy (Energy Theft)**

- 18.1 The CCA represents and warrants that for each of its Customers, and at all times during which it provides community choice aggregation services as a Community Choice Aggregator, the CCA shall completely, accurately, and in a timely manner account for each of its Customer's loads. Load data not accounted for in this manner may provide grounds for termination of this Agreement. For verification purposes only, SCE shall have complete access to the load data provided to the ISO by the CCA. Such information is to remain confidential, and shall not be disclosed to any unauthorized person other than the CPUC, the California Independent System Operator or other law enforcement or regulatory authority.
- 18.2 SCE shall notify the CCA immediately and the CCA shall notify SCE immediately of any suspected unauthorized energy use. The Parties agree to preserve any evidence of unauthorized energy use. Once unauthorized energy use is suspected, SCE, in its sole discretion, may take any or all of the actions permitted under SCE's applicable tariffs.

**Section 19: Not a Joint Venture**

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

**Section 20: Joint Powers Agency**

If CCA is a group of cities, counties or cities and counties participating as a group in a community choice aggregation program through a Joint Powers Agency established pursuant to California Public Utilities Code Section 366.2(c)(10)(B) and Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, each such entity shall be jointly and severally liable to SCE for the obligations under this Agreement.

**Section 21: Conflicts Between this Agreement and SCE's Community Choice Aggregation Tariff**

Should a conflict exist or develop between the provisions of this Agreement and SCE's community choice aggregation tariff, as approved by the CPUC, the provisions of SCE's community choice aggregation tariff shall prevail.

**Section 22: Amendments or Modifications**

22.1 Except as provided in Section 22.2, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.

22.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, CCA may elect to terminate this Agreement upon written notice to SCE, which shall be effective upon the receipt thereof. SCE

retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in SCE's rates, charges, classification, service or rules, or any agreement relating thereto.

**Section 23: Audits**

- 23.1 SCE shall retain such specific records as may be required to support the accuracy of meter data provided in SCE's consolidated billings. When the CCA reasonably believes that errors related to metering or billing activity may have occurred, the CCA may request the production of such documents as may be required to verify the accuracy of such metering and consolidated billing. Such documents shall be provided within ten (10) business days of such request. In the event the CCA, upon review of such documents, continues to believe that the SCE's duty to accurately meter and provide consolidated billing for usage has been breached, the CCA may direct that an audit be conducted. The CCA shall designate their own employee representative or their contracted representative to audit SCE's records.
- 23.2 Any such audit shall be undertaken by the CCA, or their contracted representative at reasonable times without interference with SCE's business operations, and in compliance with the SCE's security procedures. SCE and the CCA agree to cooperate fully with any such audit.
- 23.3 Specific records to support the accuracy of meter data provided in the consolidated billings may require examination of billing and metering support documentation maintained by subcontractors. SCE shall include a similar clause in its agreements with subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to consolidated billing to Community Choice Aggregation Customers.
- 23.4 The CCA will notify SCE in writing of any exception taken as a result of an audit. SCE shall refund the amount of any undisputed exception to the CCA within ten (10) days. If SCE fails to make such payment, SCE agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date SCE reimburses the CCA for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then SCE shall reimburse the CCA for the cost of the audit.

23.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

**Section 24: Miscellaneous**

24.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement

24.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization other than a Party or a successor or assignee of a Party to this Agreement.

24.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

24.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

24.5 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 6 and 7 hereof. If a dispute exists hereunder, the prevailing Party, as determined by the CPUC, or as may otherwise be determined by the dispute resolution procedure contained in Section 15 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.

24.6 To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Community Choice Aggregation transactions, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.

24.7 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

**On Behalf of CCA**

**On Behalf of SCE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**

**A. Definitions:**

**Billing Services** - The consolidated billing services described in SCE's community choice aggregation tariff which are provided by SCE.

**Community Choice Aggregation Customer** - An end-use customer located within SCE's service territory who purchases Community Choice Aggregation Services through the CCA.

**Community Choice Aggregator (CCA)** – An entity that provides electric supply services to Community Choice Aggregation customers within SCE's service territory. A CCA may also provide certain energy efficiency and conservation programs to its Community Choice Aggregation customers as provided for under SCE's tariffs.

**CCA Charges** - Charges for Community Choice Aggregation Services provided by the CCA.

**SCE Charges** - Charges (a) for services provided by SCE; or (b) which are energy-related and which are approved by the CPUC or the Federal Energy Regulatory Commission (including any nonbypassable charges such as Competition Transition Charges, Cost Responsibility Surcharges, and any other nonbypassable charges adopted by a regulatory body) or Fixed Transition Amount Charges owing to SCE or its affiliates, as those terms are defined under the California Public Utilities Code). Fixed Transition Amount Charges are also referred to as Trust Transfer Amount (TTA) Charges.

**B. Contact Persons (Section 13.3):**

**Billing Services**

SCE Contact: \_\_\_\_\_

CCA Contact: \_\_\_\_\_

**C. Parties' Representatives (Section 15.1):**

*SCE Representative:*

*Contact Name* \_\_\_\_\_

*Business Address* \_\_\_\_\_

\_\_\_\_\_

*CCA Representative:*

*Contact Name* \_\_\_\_\_

*Business Address* \_\_\_\_\_

\_\_\_\_\_



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

Lisa Vellanoweth  
Manager of Tariffs

January 11, 2007

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

Attn: Honesto Gatchalian  
Energy Division

Re: Substitute Sheets for Advice 1965-E-A

Dear Mr. Gatchalian:

Enclosed are an original and four copies of Attachment A and Substitute Sheet No. 40008-E\* for Advice 1965-E-A. This substitute sheet is necessary due to a footnote addition to Schedule NEM. Footnote is being added to further comply with Resolution E-4013.

Following is footnote:

- \* Service under this schedule shall not be permitted in combination with CCA service until such time as the Commission establishes the terms and conditions applicable to a CCA and its customers participating in Net Energy Metering service.

Please include the enclosed sheets in your master Advice 1965-E-A. If you have any questions, please contact Rosie Yocupicio at (626) 302-4858.

Sincerely,

  
FOR Lisa Vellanoweth

Enclosures  
1965-E-ASub.doc



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

Lisa Vellanoweth  
Manager of Tariffs

June 20, 2007

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

Attn: Honest Gatchalian  
Energy Division

Re: Substitute Sheets for Advice 1965-E-A

Dear Mr. Gatchalian:

Enclosed are an original and four copies of Attachment A in pertinent part, and Substitute Sheet Nos. 39859-E and 39959-E for Advice Letter 1965-E-A. These substitute sheets are necessary due to Advice Letter 1965-E becoming effective out of order. Therefore, the Cal PUC Cancelling Sheet Nos. have been modified to reflect the appropriate information. These substitute sheets will ensure that all appropriate, approved revisions are contained in the affected tariff sheets.

Please include the enclosed sheets in your master Advice 1965-E-A. If you have any questions, please contact Lisa Foulds at (626) 302-2010.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Vellanoweth".

Enclosures  
1965-E-ASub2.doc

cc: R.03-10-003  
GO 96-A



An EDISON INTERNATIONAL Company

Lisa Vellanoweth  
Manager of Tariffs

August 5, 2010

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

Attn: Honesto Gatchalian  
Energy Division

Re: Substitute Sheets for Advice 1965-E-A

Dear Mr. Gatchalian:

Enclosed are an original and four copies of Attachment A and Substitute Sheet No. 39995-E\* for Advice 1965-E-A. This substitute is necessary due to Advice 2008-E-B becoming effective out of order. The corresponding language approved in the Advice 2008-E-B has been added to the affected substitute sheet. This substitute sheet ensures that all appropriate revisions are contained in the affected tariff sheet.

Please include the enclosed sheets in your master Advice 1965-E-A. If you have any questions, please contact Betty Bell at (626) 302-4858.

Sincerely,

Lisa Vellanoweth

Enclosures  
1965-E-ASub4.doc

\*An asterisk denotes a substituted sheet.