

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



April 28, 2007

Advice Letter 2073-E-A

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

MAY 02 2007
REVENUE & TARIFFS DEPT.

Subject: Supplement to Tariff Revisions to Accommodate the Order Adopting Changes to 2007 Utility Demand Response Programs, Schedule Time-Of-Use Base Interruptible Program (TOU-BIP), in Compliance with D. 06-11-049

Dear Mr. Jazayeri:

Advice Letter 2073-E-A is effective March 28, 2007. A copy of the advice letter is included herewith for your records.

Sincerely,

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

Sean H. Gallagher, Director
Energy Division

March 28, 2007

ADVICE 2073-E-A
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Supplement to Tariff Revisions to Accommodate the Order Adopting Changes to 2007 Utility Demand Response Programs, Schedule Time-Of-Use Base Interruptible Program (TOU-BIP), in Compliance with Decision 06-11-049

In compliance with California Public Utilities Commission (Commission) Decision (D.) 06-11-049, Southern California Edison Company (SCE) hereby submits for filing the following changes to its Schedule Time-of-Use Base Interruptible Program (TOU-BIP). The revised tariff sheets are attached hereto.

PURPOSE

SCE submits this supplemental filing to amend Schedule TOU-BIP; to establish Form 14-780, Time-of-Use Base Interruptible Program Aggregator Agreement; and to eliminate Form 14-779, Notice by Aggregator to Add/Delete SCE Customer Service Accounts which were previously filed in Advice 2073-E. These modifications are required to permit third party aggregators to participate in TOU-BIP, as ordered by D.06-11-049. This advice filing replaces Advice 2073-E in its entirety.

DISCUSSION

On November 30, 2006, the Commission adopted D.06-11-049, directing SCE to implement changes to its existing demand response (DR) programs to promote system reliability during the summer peak demand periods of 2007 and 2008. One such change was to permit aggregators to participate in SCE's Schedule TOU-BIP. The Commission reasoned that allowing aggregators to participate in SCE's Schedule TOU-BIP could lead to an increase in DR participation. As described in D.06-11-049, monthly payments to aggregators will be based on aggregated Firm Service Level and Monthly Average Peak Demand.

SCE established Form 14-779, Notice by Aggregator to Add/Delete SCE Customer Service Accounts in Advice 2073-E. Form 14-779 is no longer necessary and SCE request that it not be considered for Commission review and/or approval.

Accordingly, SCE's Schedule TOU-BIP was modified and Agreements were filed in Advice 2073-E to comply with D.06-11-049. This filing supplements Advice 2073-E to add clarifying language throughout Schedule TOU-BIP and to further refine the TOU-BIP program provisions so Aggregators and customers can more easily understand how the TOU-BIP program works. In addition, Form 14-780, Time-Of-Use Base Interruptible Program Aggregator Agreement, has been modified from its original form in Advice 2073-E to include Attachments A through E to accommodate aggregators' participation in TOU-BIP.

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

Pursuant to Ordering Paragraph 2 of D.06-11-049, SCE requests that this advice filing become effective upon filing, subject to the Energy Division finding that the mandates of D.06-11-049 have been met. SCE is requesting expedited treatment of this supplemental filing and proposes an abbreviated 10 day protest period, allowed for pursuant to D.05-01-032 (Appendix Section 4.5).

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 10 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: jnj@cpuc.ca.gov and mas@cpuc.ca.gov

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

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

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

Bruce Foster
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

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 service list for A.05-06-006 *et al.* Address change requests to the GO 96-A service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-4039. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

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

For questions, please contact Harold McCarthy at (626) 302-3981 or by electronic mail at Harold.McCarthy@sce.com.

Southern California Edison Company

Akbar Jazayeri

AJ:hm:mm
Enclosures

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)	
Company name/CPUC Utility No.: <u>Southern California Edison Company (U 338-E)</u>	
Utility type: <input checked="" type="checkbox"/> ELC <input type="checkbox"/> GAS <input type="checkbox"/> PLC <input type="checkbox"/> HEAT <input type="checkbox"/> WATER	Contact Person: <u>James Yee</u> Phone #: <u>(626) 302-2509</u> E-mail: <u>James.Yee@sce.com</u>
EXPLANATION OF UTILITY TYPE ELC = Electric GAS = Gas PLC = Pipeline HEAT = Heat WATER = Water	(Date Filed/ Received Stamp by CPUC)
Advice Letter (AL) #: <u>2073-E-A</u>	
Subject of AL: <u>Supplement to Tariff Revisions to Accommodate the Order Adopting Changes to 2007 Utility Demand Response Programs, Schedule Time-Of-Use Base Interruptible Program (TOU-BIP), in Compliance with Decision 06-11-049</u>	
Keywords (choose from CPUC listing): <u>Compliance</u>	
AL filing type: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual <input checked="" type="checkbox"/> One-Time <input type="checkbox"/> Other _____	
If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: <p style="text-align: center;"><u>D.06-11-049</u></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 ¹ : 	
Resolution Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Requested effective date: <u>3/28/07</u>	No. of tariff sheets: <u>14</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>Schedule TOU-BIP, Form 14-780 and Table of Contents</u>	
Service affected and changes proposed ¹ : _____	
Pending advice letters that revise the same tariff sheets: <u>1963-E</u>	

¹ Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 10 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
jinj@cpuc.ca.gov and mas@cpuc.ca.gov

Akbar Jazayeri
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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

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 41832-E	Schedule TOU-BIP	Revised 41581-E**
Original 41833-E	Schedule TOU-BIP	
Original 41834-E	Schedule TOU-BIP	
Revised 41835-E	Schedule TOU-BIP	Revised 41581-E**
Revised 41836-E	Schedule TOU-BIP	Revised 41582-E**
Revised 41837-E	Schedule TOU-BIP	Revised 41583-E**
Revised 41838-E	Schedule TOU-BIP	Revised 41583-E**
Revised 41839-E	Schedule TOU-BIP	Revised 41584-E**
Revised 41840-E	Schedule TOU-BIP	Revised 41585-E**
Original 41841-E	Schedule TOU-BIP	
Original 41842-E	Form 14-780	
Revised 41843-E	Table of Contents	Revised 42172-E*
Revised 41844-E	Table of Contents	Revised 42174-E*
Revised 41845-E	Table of Contents	Revised 41749-E



Schedule TOU-BIP
TIME-OF-USE-GENERAL SERVICE
BASE INTERRUPTIBLE PROGRAM

Sheet 1

APPLICABILITY

This Schedule is optional for customers served under Time-of-Use (TOU) or Real Time Pricing (RTP) tariff provisions and to Aggregators whose monthly Maximum Demand or aggregated monthly Maximum Demand reaches or exceeds 200 kW and who commit to curtail at least 15 percent of such customer's or Aggregator's Maximum Demand which shall not be less than 100 kW per Period of Interruption. Each customer, both directly enrolled and those in an Aggregator's portfolio, must take service under the provisions of a TOU rate schedule to participate in the Program. Additionally, this Schedule is optional for customers with load served under the maintenance and/or backup service provisions of Schedule S, as well as supplemental and excess supplemental load of that Schedule. However, load served by a generating facility as defined, interconnected, and operated in accordance with Rule 21, is ineligible for service under this Schedule, regardless of whether such load is metered or unmetered. (T)

Participant must choose Participation Option A or Participation Option B, as defined in Special Condition 2 of this Schedule. Customers directly enrolling must make such selection in the Contract For Interruptible Service (Form 14-315) and Aggregators in the Time-of-Use Base Interruptible Program Aggregator Agreement (Form 14-780) prior to receiving service under this Schedule. Participation Option B is the default option for participants who make no selection. (T)

In addition, participants who are currently receiving service under Schedules I-6 or AP-I, and request to concurrently receive service under this Schedule, are eligible when they have fulfilled their annual maximum number of interruption obligations under those schedules. (T)

For the purpose of this Schedule a participant is defined as either a customer directly enrolling in this Schedule or an Aggregator. (N)

TERRITORY

Within the entire territory served.

RATES

All charges and provisions of the customer's Otherwise Applicable Tariff (OAT) shall apply. (L)

(Continued)

(To be inserted by utility)
Advice 2073-E-A
Decision 06-11-049

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
Date Filed Mar 28, 2007
Effective Mar 28, 2007
Resolution _____



Schedule TOU-BIP
TIME-OF-USE-GENERAL SERVICE
BASE INTERRUPTIBLE PROGRAM

Sheet 2 (N)

(Continued)

RATES (Continued)

Directly Enrolled Customer:

In accordance with the terms and conditions of this Schedule and the applicable contract(s) a customer is eligible for interruptible bill credits on their monthly bill. The bill credits will be based on the kW demand difference between the customer's monthly average kW demand recorded during each TOU period (on-peak and mid-peak during the summer season), and the customer's Firm Service Level (FSL). The kW demand difference, as described above, will be multiplied by the applicable bill credit amounts differentiated by the selected Participation Option (A or B), by voltage levels, by season, and by TOU period, as listed in this Section. The bill credit(s) for each applicable TOU period is then summed to arrive at the total credit for the month.

Example – Monthly BIP Credit Calculation for Customers during Summer Season:

- Step 1: Total Monthly Summer On-Peak kWh / Total Monthly Summer On-Peak Hours = Monthly Average Summer On Peak Demand (MASO)
- Step 2: MASO – FSL = Summer On-Peak Interruptible kW
- Step 3: Summer On-Peak Interruptible kW x applicable SOPC = monthly bill credit for Interruptible kW for Summer On-Peak Interruptible kW
- Step 4: Total Monthly Summer Mid-Peak kWh / Total Monthly Summer Mid-Peak Hours = Monthly Average Summer Mid-Peak Demand (MASM)
- Step 5: MASM – FSL = Summer Mid-Peak Interruptible kW
- Step 6: Summer Mid-Peak Interruptible kW x applicable SMPC = monthly bill credit for Summer Mid-Peak Interruptible kW
- Step 7: The sum of Steps 3 and 6 = Monthly Summer Season Bill Credit

MASO = Monthly Average Summer On-Peak Demand

MASM = Monthly Average Summer Mid-Peak Demand

FSL = Firm Service Level

SOPC = Summer On Peak Credit amount depending on Participation Option A or B and Voltage Level

SMPC = Summer Mid Peak Credit amount depending on Participation Option A or B and Voltage Level

(Continued)

(To be inserted by utility)

Advice 2073-E-A
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Vice President

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Schedule TOU-BIP
TIME-OF-USE-GENERAL SERVICE
BASE INTERRUPTIBLE PROGRAM

(Continued)

RATES (Continued)

Aggregator:

In accordance with the terms and conditions of this Schedule and the applicable contract(s), an Aggregator is eligible for monthly payments. The payments will be based on the kW demand difference between each Aggregated Group's total monthly average demand of all of its service accounts as recorded during each TOU period (on-peak and mid-peak during the summer season, and mid-peak during the winter season), and the Aggregated Group's Firm Service Level (FSL). The kW demand difference, as described above, is then multiplied by the applicable payment amount differentiated by the selected participation option (A or B), by voltage level, by season, and by TOU periods, as listed in this Section. The BIP payment(s) for each applicable TOU period is then summed to arrive at the total payment for the month.

- Step 1: Total Monthly Summer On-Peak kWh for all service accounts in the aggregated group/
Monthly Summer On-Peak Hours = Aggregated Monthly Average Summer On-Peak Demand (Aggregated MASO)
- Step 2: Aggregated MASO – Aggregated FSL = Aggregated Summer On-Peak Interruptible kW
- Step 3: Aggregated Summer On-Peak Interruptible kW x applicable SOPC = Aggregated monthly payment for Summer On-Peak Interruptible kW
- Step 4: Total Monthly Summer Mid-Peak kWh for all service accounts in the aggregated group/
Monthly Summer Mid-Peak Hours = Aggregated Monthly Average Summer Mid-Peak Demand (Aggregated MASM)
- Step 5: Aggregated MASM – Aggregated FSL = Aggregated Summer Mid-Peak Interruptible kW
- Step 6: Aggregated Summer Mid-Peak Interruptible kW x applicable SMPC = Aggregated monthly payment for Summer Mid Peak Interruptible kW
- Step 7: The sum of Steps 3 and 6 = Aggregated Monthly Summer Season Payment

MASO = Monthly Average Summer On-Peak Demand

MASM = Monthly Average Summer Mid-Peak Demand

FSL = Firm Service Level

SOPC = Summer On Peak Credit amount depending on Participation Option A or B and Voltage Level

SMPC = Summer Mid Peak Credit amount depending on Participation Option A or B and Voltage Level

(Continued)

(To be inserted by utility)

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Schedule TOU-BIP
TIME-OF-USE-GENERAL SERVICE
BASE INTERRUPTIBLE PROGRAM

Sheet 4 (T)

(Continued)

RATES (Continued)

The interruptible bill credits or payments are differentiated by voltage levels as follows:

(L) (T)

Participation Option A:

SERVICE METERED AND DELIVERED AT VOLTAGES BELOW 2 KV

\$/kW per Meter per Month:

Summer Season - on peak	\$ 17.89
mid-peak	\$ 5.50
Winter Season - mid-peak	\$ 2.02

SERVICE METERED AND DELIVERED AT VOLTAGES FROM 2 KV THROUGH 50 KV

\$/kW per Meter per Month:

Summer Season - on peak	\$ 17.48
mid-peak	\$ 5.40
Winter Season - mid-peak	\$ 1.98

SERVICE METERED AND DELIVERED AT VOLTAGES ABOVE 50 KV

\$/kW per Meter per Month:

Summer Season - on peak	\$ 16.84
mid-peak	\$ 5.22
Winter Season - mid-peak	\$ 1.90

A charge for Excess Energy may apply under certain conditions, as set forth in Special Condition 7.

(L)(T)

(Continued)

(To be inserted by utility)

Advice 2073-E-A
 Decision 06-11-049

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Vice President

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Schedule TOU-BIP
TIME-OF-USE-GENERAL SERVICE
BASE INTERRUPTIBLE PROGRAM

Sheet 6 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

- 4. Firm Service Level (FSL): FSL is the Maximum Demand SCE is expected to supply and/or deliver during any Period of Interruption. The FSL shall be specified by the customer and by the Aggregator for each of its Aggregated Groups. During a Period of Interruption, the participant is expected to interrupt load to its specified FSL. Increases or decreases in FSL may be made no more often than once per year, upon written request by the participant between November 1 and December 1 and execution of an Amendment To Contract For Interruptible Service (Form 14-332) For customers and for Aggregators Attachment E to the Time-of-Use Base Interruptible Program Aggregator Agreement (Form 14-780). Participants served under this Schedule shall establish a FSL of zero or greater. (T)
- 5. Notice of Interruption: Upon notification to SCE from the Independent System Operator (ISO), or determination by SCE's Grid Control Center, of the need to implement load reductions in SCE's service territory, a Notice of Interruption can be given under this Schedule. SCE shall notify the participant to reduce the demand imposed on the electric system to the FSL. Upon receipt by a participant of a Notice of Interruption from SCE, the participant shall reduce the demand imposed on the electric system to their FSL in accordance with Special Condition 2 above. SCE will not be responsible for notifying the customers within an Aggregated Group of an interruption. The Aggregator will be solely responsible for notifying the customers within its Aggregated Group of an interruption.
- 6. Period of Interruption: A Period of Interruption is a time interval which commences 15 minutes after Notice of Interruption for participants on Participation Option A and 30 minutes after a Notice of Interruption for participants on Participation Option B. For Participation Option A and Participation Option B participants, a Period of Interruption ends for participants upon notification by SCE of the end of a Period of Interruption. (T)
- 7. Excess Energy: The number of kWh consumed in a Period of Interruption which exceeds the product of the FSL kW multiplied by the total number of hours of Interruption, shall be considered Excess Energy.
- 8. Charges for Excess Energy: For each Period of Interruption during which the participant fails to interrupt and hence incurs Excess Energy, a \$10.21374 per kWh penalty for voltages below 2kV, and \$9.99551 for voltages from 2kV to 50 kV, and \$9.63234 for voltages above 50 kV shall be added to the customer's billing or charged to the Aggregator as otherwise provided in this Schedule. (T)

(Continued)

(To be inserted by utility)
Advice 2073-E-A
Decision 06-11-049

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Vice President

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Schedule TOU-BIP
TIME-OF-USE-GENERAL SERVICE
BASE INTERRUPTIBLE PROGRAM

Sheet 7 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

- 9. Termination of Interruptible Service: Failure to respond to two valid Notices of Interruption within a 12-month period may, at SCE's discretion; result in termination of interruptible service under this Schedule beginning with the next regularly scheduled meter read date following the second failure to respond.
- 10. Ownership and Control of Facilities: Communication, metering, and interrupting facilities, as specified by SCE, will be installed, owned, and maintained by SCE. These facilities will be solely under operational control of SCE unless otherwise specified by SCE. The Remote Terminal Unit (RTU) will provide a Notice of Interruption, as well as remote monitoring of the customer's load. For Aggregators, the RTU will be installed at SCE's expense, subject to availability, at a site, located within SCE's service territory, designated by the Aggregator. Interval data recorder (IDR) metering is required for all customers providing interruptible load for purposes of this Schedule, whether the load is provided directly by the customer or through an Aggregator. (T)
- Where SCE is the MDMA and MSP for participating service accounts which do not have the required IDR metering, SCE will provide and install such equipment. (N)
- 11. Contracts: A contract is required for service under this Schedule. To be served under this Schedule, eligible Participants shall comply with all provisions of the contract within 30 days of contract execution. Participants shall have a one month window each year between November 1 and December 1, to provide written notice to SCE to terminate service to change their Participation Option or to increase or decrease their FSL(s) under this Schedule. Additionally, during this one month window, a customer receiving service concurrently under both this Schedule and under Schedule I-6 may select which Schedule under which it shall receive service during the following year. If no selection is made, service will be terminated under this Schedule and the customer will continue to receive service under Schedule I-6 as of January 1 of the next calendar year. Participants shall not be permitted to prematurely terminate service hereunder for reasons that changes in electrical demand requirements may otherwise preclude them from taking service under this Schedule. Aggregators are required to complete a Time-Of-Use Base Interruptible Program Aggregator Agreement (Form 14-780) including the attachment thereto. (T)

(Continued)

(To be inserted by utility)

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Decision 06-11-049

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Schedule TOU-BIP
TIME-OF-USE-GENERAL SERVICE
BASE INTERRUPTIBLE PROGRAM

Sheet 8 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

12. Number and Duration of Interruption: The number of Periods of Interruption will not exceed one (1) per day, ten (10) in any calendar month, and a total of 120 hours per calendar year. The duration of each Period of Interruption will not exceed 4 hours.
13. Customer Electrical Generating Facilities:
- a. Where customer electrical generating facilities are used to meet a part or all of the customer's electrical requirements, service shall be provided concurrently under the terms and conditions of Schedule S and this Schedule. Parallel operation of such generating facilities with SCE's electrical system is permitted. A generation interconnection agreement is required for such operation.
 - b. Customer electrical generating facilities used solely for auxiliary, emergency, or standby purposes (auxiliary/emergency generating facilities) to serve the customer's load during a period when SCE's service is unavailable and when such load is isolated from the service of SCE are not subject to Schedule S. However, upon approval by SCE, momentary parallel operation may be permitted in order for the customer to avoid interruption of load during a Period of Interruption or to allow the customer to test the auxiliary/emergency generating facilities. A generation interconnection agreement is required for such momentary parallel operation.
14. Relationship to Other Programs. Load can only be committed to one program, and participants paid only once for a load reduction. Accordingly, unless otherwise permitted herein, participants on the Schedule may not be served under any other demand response program. Aggregated Groups may not include I-6 or BIP directly enrolled customer service accounts. With limitations, customers participating directly (not through an Aggregator) in TOU-BIP may also participate in I-6, Demand Bidding Program (Schedule DBP), Scheduled Load Reduction Program (SLRP), and the California Power Authority Demand Reserves Partnership Program (CPA DRP). Additionally, customer's service accounts that are included in an Aggregated Group may also participate in DBP or the CPA DRP. Customer's service accounts participating in DBP or the CPA DRP Supplemental Energy Market option will not receive a DBP or CPA DRP incentive payment during hours where there is an overlapping TOU-BIP event. Customer's service accounts may participate in the CPA-DRP reservation payment options provided their CPA-DRP interruptible load is below their TOU-BIP FSL. In addition, customer's service accounts on this Schedule shall not participate in the ISO's Ancillary Services Load Program. (T)

(Continued)

(To be inserted by utility)

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Schedule TOU-BIP
TIME-OF-USE-GENERAL SERVICE
BASE INTERRUPTIBLE PROGRAM

Sheet 9 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

- 15. Insurance. Insurance may not be used to pay non-compliance penalties for willful failure to comply with a Notice of Interruption. Existing and new participants will not be eligible for continued service or new service under this Schedule unless a declaration is signed under penalty or perjury which states that the participant does not have, and will not obtain, any insurance for the purpose of the insurance paying non-compliance penalties for willful failure to comply with Notices of Interruptions. Continued eligibility and new eligibility under this Schedule will require that each participant execute a declaration stating that it does not have, and will not obtain, such insurance. For any participant with such insurance after the effective date of this Special Condition, service under this Schedule will be terminated and such participant will be required to pay back the interruptible rate discounts for the period covered by the insurance. If the period cannot be determined, the recovery shall be for the entire period the participant was on this Schedule. (T)
- 16. Essential Use Customers. Customers electing to receive service under this Schedule and who are classified as Essential Use in accordance with Commission Decision No. 91548 must provide proof of back-up generation or other means to supply energy for interruptible load. A declaration must be signed under penalty of perjury and must state that the customer is, to the best of that customer's understanding, an Essential Use customer under Commission rules. It must also state that the customer voluntarily elects to participate in an interruptible program for part of or all of its load upon request by SCE, while continuing to meet its essential needs based on adequate back-up generation or other means. Furthermore, such customer must set its FSL at no less than 50 percent of its load. Absent such declaration, SCE may find the customer ineligible to receive service under this Schedule. Aggregated Groups may not include customer's service accounts that are classified as essential use. (T)
- 17. Aggregators: Pursuant to Decision 06-11-049, Aggregators may participate under this Schedule. The Aggregator may aggregate the load of customers whose load falls below the minimum load requirements, as defined in the applicability section of this Schedule, into one or more Aggregated Groups as long as the total load of each Aggregated Group meets the minimum load requirements. SCE will provide the Aggregator with a monthly payment in accordance with the terms and conditions of Time-Of-Use Base Interruptible Program Aggregator Agreement (Form 14-780). Payments will remain at the Aggregated Group level, providing for interruptible payments and Excess Energy Usage Charges based on each Aggregated Group's Firm Service Level (FSL) and monthly average peak demand. Existing TOU-BIP customers requesting to participate in this Schedule as an Aggregator, must enroll as an Aggregator during the annual window from November 1 to December 1, and then subsequently may participate in TOU-BIP, as an Aggregator. Existing TOU-BIP customers wishing to join an Aggregated Group may only do so after opting out of this Schedule during the annual window from November 1 through December 1. (N)

(Continued)

(To be inserted by utility)

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Schedule TOU-BIP
TIME-OF-USE-GENERAL SERVICE
BASE INTERRUPTIBLE PROGRAM

(Continued)

SPECIAL CONDITIONS (Continued)

18. Aggregated Groups: Aggregators may group their customers into one or more Aggregated Groups as they require. All customers in an Aggregated Group must be served under the same voltage level, and the same Participation Option A or B, and the Aggregated Group must meet the minimum load requirements of this Schedule. In addition, an Aggregated Group will be comprised wholly of either Bundled, DA, or CCA customers. Once established, the addition or removal of customers from an Aggregated Group is not permitted until the annual window from November 1 to December 1. An exception applies to allow removal of a customer's service account when electric service with SCE is discontinued for that service account. In an Aggregated Group, if a customer's service account's voltage level changes to a level different from that of the other customers in the Aggregated Group, then such customer service account must be removed from the Aggregated Group during the annual window, but will remain in the Aggregated Group until such time. Each Aggregated Group must maintain the minimum requirements as outlined within this Schedule.

19. For the purposes of participations under Schedule TOU-BIP, time periods are defined as follows:

- On-Peak: Noon to 6:00 p.m. summer weekdays except holidays
- Mid-Peak: 8:00 a.m. to Noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
- 8:00 a.m. to 9:00 p.m. winter weekdays except holidays
- Off-Peak: All other hours.

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

When any holiday listed above falls on Sunday, the following Monday will be recognized as an Off-peak period. No change will be made for holidays falling on Saturday. The summer season shall commence at 12:00 a.m. on the first Sunday in June and continue until 12:00 a.m. of the first Sunday in October of each year. The winter season shall commence at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. of the first Sunday in June of the following year.

(To be inserted by utility)

Advice 2073-E-A
Decision 06-11-049

Issued by

Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Mar 28, 2007
Effective Mar 28, 2007
Resolution _____



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

Original
Cancelling

Cal. PUC Sheet No. 41842-E
Cal. PUC Sheet No.

Sheet 1

TIME-OF-USE BASE INTERRUPTIBLE PROGRAM
AGGREGATOR AGREEMENT

FORM 14-780

(To be inserted by utility)

Advice 2073-E-A
Decision 06-11-049

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Mar 28, 2007
Effective Mar 28, 2007
Resolution _____

TIME-OF-USE BASE INTERRUPTIBLE PROGRAM AGGREGATOR AGREEMENT

This Agreement ("Agreement") for Aggregators Participating in the Time-Of-Use Base Interruptible Program is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between Southern California Edison Company ("SCE"), a corporation organized and existing under the laws of the State of California, and _____ ("Aggregator"), a _____ organized and existing under the laws of the State of _____. SCE and Aggregator may sometimes be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the California Public Utilities Commission ("CPUC") has authorized the Time-Of-Use Base Interruptible Program ("TOU-BIP"), a time-of-use base interruptible program as set forth in SCE's Schedule TOU-BIP, ("Schedule TOU-BIP"), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby SCE pays eligible Aggregators for participating in Schedule TOU-BIP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in Schedule TOU-BIP, and Aggregator desires to participate in SCE's TOU-BIP subject to the applicable SCE tariff rules and Schedule TOU-BIP.

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

I. AGGREGATOR'S OBLIGATIONS

A. Subject to Schedule TOU-BIP. Aggregator's status in SCE's TOU-BIP shall be as an "Aggregator" under Schedule TOU-BIP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule TOU-BIP, as such rules and regulations may be amended from time to time. If the CPUC approves any modification to Schedule TOU-BIP, any such modification shall be incorporated herein and this Agreement will continue in full force and effect as to Schedule TOU-BIP as so modified, unless and until the Parties execute a new agreement, or unless and until SCE or Aggregator terminates this Agreement.

B. Aggregated Group. Aggregator shall group customer service accounts, located within SCE's service territory, for purposes of receiving service under Schedule TOU-BIP as an Aggregator. Such Aggregator shall receive payments or when applicable pay penalty charges, whereby it is the Aggregator who is served under Schedule TOU-BIP, not the individual customers of an Aggregator. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer within an Aggregator's group. SCE shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that it is the Aggregator, not the customer, who is subject to the terms and conditions of Schedule TOU-BIP and this Agreement.

C. Aggregator Service Establishment. The following requirements must be satisfied before Aggregator can provide Aggregator services and be eligible to receive payments from SCE in connection with Schedule TOU-BIP:

1. For each Aggregated Group, Aggregator must submit an executed Time-Of-Use Base Interruptible Program Aggregator Agreement.
2. Aggregator must satisfy SCE's creditworthiness requirements as specified in Section IV below.
3. For each Aggregated Group, SCE has (i) determined that each customer service account that Aggregator identifies for inclusion in the Aggregated Group is eligible for participation; (ii) verified that the requisite interval metering is installed at each customer service account location; and (iii) reconfigured the customer service accounts in the Aggregated Group to be on a single billing cycle.

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

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

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

Once the Aggregated Group is established, Aggregator may add or delete customer service accounts to/from that Aggregated Group only during the annual window from November 1 to December 1, by delivering to SCE an Amendment to Time-Of-Use Base Interruptible Program Aggregator Agreement, a form of which is attached hereto as **Attachment E**.

E. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule TOU-BIP and this Agreement so as to facilitate customer participation through Aggregator in TOU-BIP.

II. GENERAL TERMS

- A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule TOU-BIP.
- B. SCE Not Liable for Aggregator Service. SCE has no obligations to a customer with one or more service accounts participating in an Aggregator's group in TOU-BIP. Such customer must look to Aggregator to carry out the responsibilities associated with Aggregator's service.
- C. Customer-Specific Usage or Meter Data. SCE will provide customer-specific usage or meter data to Aggregator, provided SCE has received written authorization from the customer to release such information to Aggregator, in the form attached hereto as **Attachment C** ("Authorization to Receive Customer Information or Act on a Customer's Behalf"). Subject to the customer's authorization, SCE will provide a maximum of the most recent 12 months of customer usage data or the amount of data available for that specific service account. Customer information will be released to the customer or its authorized agent up to two times per year per service account at no cost to the customer as specified in the Customer Information Service Request form. Thereafter, SCE will have the ability to assess a processing charge. An authorized agent receiving such customer information will not further release the information to others without the customer's explicit consent.
- D. Customer Inquiries. Customer inquiries concerning Aggregator's services should be directed to Aggregator.
- E. Additional Terms and Conditions. Additional terms and conditions of Aggregator's participation in TOU-BIP are set forth in **Attachment D** hereto.

III. LIMITATION OF LIABILITIES

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

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

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

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

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

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

IV. CREDIT REQUIREMENTS

A. Credit Requirements. SCE shall require Aggregator to establish its creditworthiness through evaluations, deposits, or other security in the manner described below to cover Aggregator's payment liabilities to customers incurred as a result of customers' participation in an Aggregator's group under the terms and conditions of Schedule TOU-BIP. Aggregator may establish its creditworthiness through any one of the following. Upon the establishment of such creditworthiness, SCE upon request will refund Aggregator's security deposits, if any, then being held to secure payment of liabilities to customers incurred as a result of customers' inclusion in an Aggregator's group under the terms and conditions of Schedule TOU-BIP.

1. Credit Evaluation

Aggregator with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, is deemed to be creditworthy unless SCE determines that a material change in the Aggregator's creditworthiness has occurred. SCE requires Aggregator to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by SCE, with final credit approval granted by SCE. This evaluation will be completed within 10 business days. Credit reports will remain strictly confidential between the credit analysis agency and SCE. A credit application processing fee, as approved by the CPUC, may be charged to offset the cost of determining the Aggregator's creditworthiness.

2. Security Deposits

Aggregator may submit and maintain a cost-based security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be twice the estimated monthly payment liabilities to customers incurred as a result of customers' participation in an Aggregator's group participating in TOU-BIP, where the estimate is based on the last 12 months of data for such customers' participation in an Aggregator's group. The initial value of the security deposit will be estimated by SCE for each Aggregator to cover its expected customer base and will be adjusted as necessary from time to time to meet the security requirements based on changes in Aggregator's customer base. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution acceptable to SCE, (3) surety bonds, defined as renewable and issued by a major insurance company acceptable to SCE, or (4) guarantees from Aggregator's parent company or subsidiary with a credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, unless SCE determines that a material change in the guarantor's creditworthiness has occurred, or, in other cases, through the credit evaluation process described above. Security deposits must be posted with SCE prior to the Aggregator's participation in TOU-BIP. Security deposits posted with SCE which are in excess of outstanding liabilities owed to SCE and/or customers who participated in an Aggregator's group will be returned to Aggregator within approximately 60 days after the expiration or termination of this Agreement.

3. Security Deposit Payment Timetable

Aggregator is obligated to post a security deposit with SCE prior to Aggregator's participation in TOU-BIP. Such a deposit shall not be required until three days before Aggregator can participate in TOU-BIP or be listed by SCE as an Aggregator, whichever comes earlier. Unless and until Aggregator's security deposit is received, Aggregator shall not be entitled to participate in TOU-BIP or receive any interruptible bill credits as specified in Schedule TOU-BIP. Aggregator's failure to timely post the required security deposit may result in the termination of this Agreement and/or a determination by SCE that Aggregator is ineligible to participate in TOU-BIP.

4. Interest on Cash Deposit

SCE will pay interest on cash deposits, except as provided below, calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or credit to Aggregator's account. The interest rate applicable in each calendar month shall be set forth in Rule 7; except that when a refund is made within the first fifteen days of a calendar month the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made.

5. Ongoing Maintenance of Credit

To assure continued validity of established unsecured credit, Aggregator shall promptly notify SCE of any material change in its credit rating or financial condition. Aggregator shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to SCE upon request. In the event SCE determines that Aggregator's, or Aggregator's guarantor's, creditworthiness has materially changed, as set forth above, and Aggregator does not rectify or provide a security deposit commensurate with the change in creditworthiness, then SCE may terminate this Agreement pursuant to Section VIII below.

6. Additional Documents

Aggregator shall execute and deliver all documents and instruments (including, without limitation, security agreements and SCE financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to SCE.

V. PAYMENT

A. Payment Terms. During the term of this Agreement, SCE shall make any payments (after deducting any penalties due to SCE) due to Aggregator pursuant to the terms and conditions of Schedule TOU-BIP within sixty (60) calendar days following the end of each operating month by issuing a bill credit or a check payable to Aggregator and mailed to the following address:

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

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

VI. REPRESENTATIONS AND WARRANTIES

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

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

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

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

- (a) Each customer participating in an Aggregator's group has voluntarily elected to such participation;
- (b) Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to SCE under the terms and conditions of Schedule TOU-BIP.

VII. TERM

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

VIII. TERMINATION

A. Termination During Annual Window. Aggregator may terminate this Agreement upon written notice to SCE, which must be received by SCE during the annual window from November 1 to December 1.

B. Termination at CPUC Direction. SCE may terminate this Agreement upon fifteen (15) days written notice to Aggregator if the CPUC orders the termination of this Agreement or Schedule TOU-BIP.

C. Termination for Default: Either Party may terminate this Agreement upon written notice to the other Party if the other Party breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of the breach.

D. Effect of Termination. Upon Aggregator's termination or SCE's issuance of a notice of termination of this Agreement for default by Aggregator, SCE shall have the right to solicit the direct participation in TOU-BIP of customers who had participated in an Aggregator's group who are eligible to participate directly in TOU-BIP.

IX. INDEMNIFICATION

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

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

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

X. NOTICES

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

To Aggregator:

Phone: _____
Facsimile: _____

To SCE:

Phone: _____
Facsimile: _____

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

XI. CONFIDENTIALITY

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of SCE. As used herein, the term "Confidential Information" means proprietary business, financial and commercial information pertaining to SCE, customer names and other information related to customers, including energy usage data ("Customer Information"), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from SCE; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from SCE; or (d) information approved for release by express prior written consent of an authorized representative of SCE.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

C. Authorized Disclosure. Notwithstanding any other provisions of this Section XI, Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide SCE with prompt written notice of any such requirement so that SCE (with Aggregator's assistance if requested by SCE) may seek a protective order or other appropriate remedy.

D. Term. The confidentiality provisions set forth in this Section XI shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of SCE's disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section XI and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section XI by Aggregator, SCE shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to SCE.

XII. MISCELLANEOUS

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of SCE. Any assignment in violation of this section shall be void.

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with SCE.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in Los Angeles, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute. Any dispute or need for interpretation arising out of this Agreement which cannot be resolved after discussion between the Parties shall be submitted to the CPUC for resolution.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. Governmental Actions. This Agreement shall be subject to the continuing jurisdiction of the CPUC and all orders, rules, regulations, decision or actions of any governmental entity (including a court) having jurisdiction over SCE or this Agreement. The Agreement is subject to such changes or modifications by the CPUC as it may direct from time to time in the exercise of its jurisdiction.

G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

Attachment A: Schedule TOU-BIP

Attachment B: Notice by Aggregator to Establish or Revise an Aggregated Group

Attachment C: Customer Authorization for Release of Information

Attachment D: Additional Terms and Conditions of Aggregators' Participation in TOU-BIP

Attachment E: Amendment to Time-of-Use Base Interruptible Program Aggregator Agreement

H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which, by their nature, survive completion or termination. Such provision shall include, without limitation, Sections IX and XI.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

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

SCE:
SOUTHERN CALIFORNIA EDISON COMPANY

AGGREGATOR:

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

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

ATTACHMENT A
SCHEDULE TOU-BIP

ATTACHMENT B

NOTICE BY AGGREGATOR TO ESTABLISH OR REVISE AN AGGREGATED GROUP

ATTACHMENT B

Notice by Aggregator to Establish or Revise or Terminate an Aggregated Group

Instructions: Aggregators, use this form to officially notify Southern California Edison Company (SCE) of your intent to (i) establish an Aggregated Group, or (ii) to revise an established Aggregated Group or (iii) terminate an established Aggregated Group. **Once an Aggregated Group is established, you can only add or delete customer service accounts during the annual window from November 1 to December 1.** Send the completed notice to the SCE Tariff Programs and Services Department by U.S. mail or by facsimile or email. However, the original must be mailed as soon as possible if the notice was faxed or emailed.

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

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

E-mail: BIP@sce.com

Section 1:

Aggregator Name: _____

Aggregator submits this form to (check one):

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

Section 2: Establishing an Aggregated Group.

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

Section 3: Revising an Existing Aggregated Group.

SCE Aggregated Group Code: _____

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

Revisions and Terminations may only become effective during the annual window from November 1 to December 1.

Aggregator's Authorized Representative: _____

Signature: _____

Date signed: _____

TABLE 1

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

Aggregator Name: _____ SCE's Assigned Aggregated Group Code:
 _____ All customer service accounts in an Aggregated Group must be either Bundled,
 Direct Access (DA), or Community Choice Aggregation (CCA). Indicate whether the Aggregated Group consists of
 Bundled, DA or CCA accounts: _____.

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

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

Add pages as needed

ATTACHMENT C
CUSTOMER AUTHORIZATION FOR RELEASE OF INFORMATION

ATTACHMENT D

ADDITIONAL TERMS AND CONDITIONS OF AGGREGATOR'S PARTICIPATION IN TOU-BIP

ATTACHMENT D

ADDITIONAL TERMS AND CONDITIONS OF AGGREGATOR'S PARTICIPATION IN TOU-BIP

Aggregator Name: _____ Aggregated Group Code: _____

1. AGGREGATOR SHALL:

1.1 Participate in SCE's Time-of-Use Base Interruptible Program (TOU-BIP) as follows:

a. Participation Option:

- A (15 Minute); or
 B (30 Minute).

b. Firm Service Level for Aggregated Group: _____kW (FSL)

c. Estimated Maximum Demand of Aggregated Group: _____kW (Max Dem)

d. Interruptible Load of Aggregated Group: _____kW (Max Dem minus FSL)

e. Service Voltage Level for Aggregated Group (all service accounts in the Aggregated Group must be the same Service Voltage Level. Select only one):

- below 2 KV
 2 to 50 KV
 above 50 KV

1.2 Pay any telephone company charges associated with the communication service utilized by SCE in implementing a Period of Interruption as defined in the above-referenced Schedule.

1.3 Provide private, unlisted telephone lines dedicated solely for notification of a Period of Interruption.

1.4 Allow SCE to install, within a reasonable time after Aggregator has complied with Section 1.3, any necessary equipment (RTU) to notify Aggregator in the event a Notice of Interruption is given by SCE. Aggregator understands that SCE will provide required maintenance and repair of any necessary SCE equipment. SCE will install RTU at (provide location address):

1.5 Comply with Section 1.3, within 30 days of the Effective Date of this Agreement.

1.6 Pay charges for any necessary telephone service.

a. Not interfere or tamper with the automatic notification equipment.

2. AGGREGATOR DECLARES:

- 2.1 Aggregator does not have, and will not obtain, any insurance for the purpose of the insurance paying non-compliance penalties for willful failure of Aggregator to comply with requests for interruptible load.
- 2.2 Aggregator acknowledges that SCE has the right to verify any supporting documentation and statements Aggregator has made in support of this declaration.
- 2.3 Aggregator acknowledges that in addition to Aggregator being subject to applicable Excess Energy Charges, SCE has the right to terminate service under Schedule TOU-BIP and require Aggregator to pay back the payments received by Aggregator for the period covered by the insurance or for the entire period Aggregator participated in TOU-BIP if SCE cannot determine the period covered by the insurance.

SCE:
SOUTHERN CALIFORNIA EDISON COMPANY

AGGREGATOR:

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

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

ATTACHMENT E
AMENDMENT TO THE TIME-OF-USE BASE INTERRUPTIBLE PROGRAM AGGREGATOR
AGREEMENT

ATTACHMENT E
**AMENDMENT TO TIME-OF-USE BASE INTERRUPTIBLE PROGRAM AGGREGATOR
AGREEMENT**

This Amendment to the TIME-OF-USE BASE INTERRUPTIBLE PROGRAM AGGREGATOR AGREEMENT (the Agreement) is entered into between SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and _____ ("Aggregator").

SCE and Aggregator entered into the Agreement, effective _____, in which Aggregator agreed to participate in SCE's Time-of-Use Base Interruptible Program (TOU-BIP). Aggregator requests that the following changes to its participation in TOU-BIP, which may only become effective during the annual window from November 1 to December 1 (*check appropriate box(es) and provide requested information*):

SCE Aggregated Group Code: _____

Participation Option [A (15 Minute) or B (30 Minute)]: From _____ To _____

Firm Service Level for Aggregated Group: From _____ To _____

Estimated Maximum Demand of Aggregated Group: From To _____

Interruptible Load of Aggregated Group: _____ kW

Voltage Level for Aggregated Group: From _____ To _____

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

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

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

SOUTHERN CALIFORNIA EDISON COMPANY:

AGGREGATOR:

By _____
Vice President

By: _____

Title: _____

Date: _____

Date: _____



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

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