

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



March 10, 2011

**Advice Letter 2495-E and 2495-E-A**

Akbar Jazayeri  
Vice President, Regulatory Operations  
Southern California Edison Company  
P O Box 800  
Rosemead, CA 91770

**Subject: Modification to SCE's Net Energy Metering and Generating Facility  
Interconnection Agreement and Supplemental Filing**

Dear Mr. Jazayeri:

Advice Letter 2495-E and 2495-E-A are effective January 3, 2011 per Resolution E-4367.

Sincerely,

A handwritten signature in blue ink that reads "Julie A. Fitch".

Julie A. Fitch, Director  
Energy Division

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December 14, 2010

**ADVICE 2495-E-A**  
**(U 338-E)**

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
ENERGY DIVISION

**SUBJECT:** Supplemental Filing for Advice 2495-E – Modification to  
Southern California Edison Company’s Net Energy Metering  
and Generating Facility Interconnection Agreement

In compliance with the California Public Utilities Commission (Commission) Resolution E-4367 (Resolution), Southern California Edison Company (SCE) hereby submits for filing the proposed tariff schedules listed in Attachment A and attached hereto.

**PURPOSE**

This advice filing supplements Advice 2495-E. The purpose of this filing is to revise SCE’s tariffs, originally filed in Advice 2495-E, to comply with Ordering Paragraph (OP) Nos. 1, 2 and 3 of the Resolution. This filing will revise Schedule NEM - Net Energy Metering and the Net Energy Metering and Generating Facility Interconnection Agreement Form 16-344 (Agreement).

**BACKGROUND**

On August 6, 2010, SCE filed Advice 2495-E to modify certain sections of the Agreement to improve and streamline the overall approval process. On August 18, 2010, Solutions For Utilities (SFU) filed a protest to the Advice Letter, to which SCE responded on September 7, 2010. On October 14, 2010, the Commission issued Draft Resolution E-4367 on which SCE provided comments. On December 2, 2010, the Commission approved the Resolution which: 1) approves SCE’s request for modifications to the Net Energy Metering and Generating Facility Interconnection Agreement Form 16-344 and Schedule NEM, as modified in the Energy Division staff analysis; 2) requires SCE to submit the approved modifications in a Supplemental Advice Letter; 3) requires SCE to consult with the other utilities within 90 days to clarify provisions regarding emergency and non-emergency access requirements to

Customers' premises; and 4) requires SCE to submit an Advice Letter within 90 days proposing clarifying language to Rules 16 and 21 and associated forms consistent with the changes approved by the Resolution regarding such access requirements to Customers' premises.

### **PROPOSED TARIFF CHANGES**

In compliance with the Resolution, SCE revises its tariffs to reflect: (1) changes to Schedule NEM, and to sections 2.9, 3.4, 11, and 13 of Form 16-344 as submitted in Advice 2495-E and approved by the Resolution; and (2) changes to sections 6, 10.5 and 10.6 as modified in the Energy Division Staff Analysis and adopted by the Resolution.

#### **Schedule NEM**

The following provision is added to the Applicability section of Schedule NEM:

A new Customer of Record or New Party In (NPI), who owns, rents or leases a premises that includes NEM eligible electrical generating facilities with a capacity of 30kW or less, that were approved by SCE for Parallel Operation prior to the new Customer or NPI moving in and/or taking electric service with SCE will take service on this tariff as long as the requirements of this section are met. To be eligible, the new Customer or NPI must 1) ensure that the generating facility is compliant with all applicable safety and performance standards as delineated in SCE's Electric Rule 21 and other applicable tariffs in effect at the time of initial approval for Parallel Operation; 2) keep in force the amount of property, commercial general liability and/or personal liability insurance the New Party In or new Customer has in place at the time it initiates service on this tariff; 3) understand that SCE may from time to time release to the California Energy Commission and/or the California Public Utilities Commission, information regarding the new Customer or NPI's facility, including New Party In or new Customer's name and Generating Facility location, capacity and operational characteristics. SCE will provide the New Party In or new Customer with (i) a copy of the interconnection agreement in effect and as signed by the previous customer which will remain unchanged, (ii) a copy of the NEM Fact Sheet of operation and billing, and (iii) SCE's website information on the NEM tariff.

**Net Energy Metering and Generating Facility Interconnection Agreement Form  
16-344**

**Section 2.9**

This section is removed.

**Section 3.4**

The clause "Customer shall notify SCE in accordance with the terms of Section 11, herein, at least five (5) days prior to such inspection..." is removed.

**Section 6**

This section is modified to state:

SCE may enter Customer's premises at all times, without notice to Customer for emergency purposes only;

- (a) To inspect Customer's protective devices or check meter(s) to ascertain there is no power flow; or
- (b) To disconnect the Generating Facility and/or Service to Customer, whenever in SCE's discretion, a hazardous condition exists and such immediate action is necessary to protect persons, SCE's facilities, or property of others from damage or interference caused by the Generating Facility, or the failure of properly operating protective devices.

SCE will make prior arrangements with the Customer for gaining emergency access to Customer's premises by obtaining keys to a lock box or a padlock or by making other mutually agreeable arrangements.

**Section 10.5**

This section is modified to state:

A new Customer of Record or New party In (NPI), who owns, leases, or rents premises with an operating NEM eligible facility, previously approved by SCE for Parallel Operation does not have to submit a new interconnection agreement as long as the Customer meets the requirements of Schedule NEM. This will also apply to premises where the developer/contractor establishes the interconnection, so that the Customer who buys/rents/leases the premises will not have to re-submit and sign a new interconnection agreement.

A new Customer of Record or new Party In (NPI), who owns, rents or leases a premises that includes NEM eligible electrical generating facilities with a capacity of 30kW or less, that were approved by SCE for Parallel Operation prior to the new Customer or NPI moving in and/or taking electric service with SCE will take service on Schedule NEM as long as the requirements of this section are met. To be eligible, the new Customer or NPI must 1) ensure that the generating facility is compliant with all applicable safety and performance standards as delineated in SCE's Electric Rule 21 and other applicable tariffs in effect at the time of initial approval for Parallel Operation; 2) keep in force the amount of property, commercial general liability and/or personal liability insurance the New Party In or new Customer has in place at the time it initiates service on this tariff; 3) understand that SCE may from time to time release to the California Energy Commission and/or the California Public Utilities Commission, information regarding the new Customer or NPI's facility, including New party In or new Customer's name and Generating Facility location, capacity and operational characteristics. SCE will provide the New Party In or new Customer with (i) a copy of the interconnection agreement in effect and as signed by the previous customer which will remain unchanged, (ii) a copy of the NEM Fact Sheet of operation and billing, and (iii) SCE's website information on the NEM tariff.

### **Section 10.6**

This section is added to state:

A new Customer or NPI who owns rents or leases premises that include a NEM eligible electrical generating facility above 30 KW will need to sign a new interconnection agreement. If no changes are made to the interconnection facilities, the agreement will have identical terms and conditions as the ones approved for the previous Customer.

### **Section 11**

This section is modified to reflect SCE's updated mailing address for the NEM program.

### **Section 13**

The following language is added to the "Signatures" section to allow the use of an electronic signature on the part of SCE and a signed signature of the customer that can be faxed or transmitted electronically as an option to the "wet" or "original" signature requirement.

This Agreement may be executed in counterparts, and by electronic signature on the part of SCE, and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the

terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

### **TIER DESIGNATION**

Pursuant to General Order (GO) 96-B, Energy Industry Rule 5.1, this advice letter is submitted with a Tier 1 designation.

### **EFFECTIVE DATE**

Pursuant to the Resolution, this advice filing will become effective on January 3, 2011, subject to Energy Division determining it is in compliance with the Resolution.

### **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: [inj@cpuc.ca.gov](mailto:inj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto: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 of Regulatory Operations  
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, Regulatory Affairs  
c/o Karyn Gansecki  
Southern California Edison Company  
601 Van Ness Avenue, Suite 2030  
San Francisco, California 94102  
Facsimile: (415) 929-5540  
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 4 of GO 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-B service list. Address change requests to the GO 96-B service list should be directed by electronic mail to [AdviceTariffManager@sce.com](mailto: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](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 Ingrid Vigh at (626) 302-7383 or by electronic mail at [vighi@sce.com](mailto:vighi@sce.com).

**Southern California Edison Company**

Akbar Jazayeri

AJ:jh:jm  
Enclosures

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: James Yee

Phone #: (626) 302-2509

E-mail: [James.Yee@sce.com](mailto:James.Yee@sce.com)

E-mail Disposition Notice to: [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@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) #: 2495-E-A

Tier Designation: 1

Subject of AL: Supplemental Filing for Advice 2495-E – Modification to Southern California Edison Company's Net Energy Metering and Generating Facility Interconnection Agreement

Keywords (choose from CPUC listing): Compliance

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

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

Resolution E-4367

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>: \_\_\_\_\_

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement.

Name and contact information to request nondisclosure agreement/access to confidential information:

Resolution Required?  Yes  No

Requested effective date: 1/3/11      No. of tariff sheets: -15-

Estimated system annual revenue effect: (%): \_\_\_\_\_

Estimated system average rate effect (%): \_\_\_\_\_

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Schedule NEM, Form 16-344, and Table of Contents

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

Pending advice letters that revise the same tariff sheets: None

<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  
[inj@cpuc.ca.gov](mailto:inj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto:mas@cpuc.ca.gov)

Akbar Jazayeri  
Vice President of Regulatory Operations  
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, Regulatory Affairs  
c/o Karyn Gansecki  
Southern California Edison Company  
601 Van Ness Avenue, Suite 2030  
San Francisco, California 94102  
Facsimile: (415) 929-5540  
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 47722-E	Schedule NEM	Revised 47445-E
Revised 47723-E*	Schedule NEM	Revised 47445-E
Revised 47724-E	Schedule NEM	Original 43585-E**
Revised 47725-E	Schedule NEM	Revised 46409-E
Revised 47726-E	Schedule NEM	Revised 46410-E
Revised 47727-E	Schedule NEM	Revised 46411-E
Revised 47728-E	Schedule NEM	Revised 46412-E
Revised 47729-E	Schedule NEM	Revised 46413-E
Revised 47730-E	Schedule NEM	Revised 46414-E
Revised 47731-E	Schedule NEM	Revised 46415-E
Revised 47732-E	Schedule NEM	Revised 46416-E
Revised 47733-E	Form 16-344	Revised 37188-E
Revised 47734-E	Table of Contents	Revised 47652-E
Revised 47735-E	Table of Contents	Revised 47519-E
Revised 47736-E	Table of Contents	Revised 47527-E



Schedule NEM  
NET ENERGY METERING

Sheet 1

APPLICABILITY

Applicable to Eligible Customer-Generators (Customers) and Eligible Customer-Generators Utilizing Wind Energy Co-Metering (Wind Customers), as defined in Special Condition 6.a and 6.b, respectively, 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.

This Schedule is closed once the total combined nameplate rated generating capacity, of all Customers/Wind Customers NEM Eligible Generators served under this Schedule, and customers served under Schedule MASH-VNM exceed two and one-half percent of Southern California Edison's (SCE) aggregated peak demand.

If a Customer/Wind Customer participates in Direct Access (DA) with an Energy Service Provider (ESP) that does not provide distribution services for the direct transactions, the ESP and not SCE, is obligated to provide NEM to the Customer/Wind Customer.

This Schedule is also applicable to a Customer/Wind Customer whose generating facility meets the definition of a Multiple Tariff Generating Facility, as defined in Special Condition 6.g of this Schedule, and shall additionally be subject to the provisions of Special Condition 5 of this Schedule.

Except for Customers/Wind Customers utilizing a Multiple Tariff Generating Facility that includes one or more Non-NEM Eligible Generators, Customers/Wind Customers eligible for service under this Schedule are exempt from: (1) any new or additional charges not included in their Otherwise Applicable Tariff (OAT), and (2) Standby Charges (Schedule S).

Customers/Wind Customers utilizing a Multiple Tariff Generating Facility may be subject to Standby Charges, pursuant to the provisions of Schedule S, Special Condition 2.b, as well as other applicable charges included in their OAT (e.g., Schedule CGDL-CRS and Schedule DL-NBC).

Pursuant to Decision 08-02-002 and notwithstanding all applicable terms and conditions contained herein, to the extent a CCA offers net energy metering service, SCE shall provide applicable NEM services under this schedule to an eligible Community Choice Aggregation (CCA) Service customer-generator consistent with services provided to its bundled service eligible customer-generators. As a condition of receiving service under this Schedule, the CCA shall be responsible for timely providing the applicable generation-related bill charges or credits for each CCA Service customer-generator to SCE. Each eligible CCA Service customer-generators shall look to its CCA for NEM services related to the electric generation charges and credits that result from receiving services under this schedule. The CCA shall also be responsible for the applicable generation-related bill credit structure associated with this service option and providing the CCA Service customer-generator with the applicable generation-related bill credit.

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.

(L)

(Continued)

(To be inserted by utility)  
 Advice 2495-E-A  
 Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Dec 14, 2010  
 Effective Jan 3, 2011  
 Resolution E-4367



Schedule NEM  
NET ENERGY METERING

Sheet 2

(Continued)

APPLICABILITY (Continued)

A new Customer of Record or New Party In (NPI), who owns, rents or leases a premises that includes NEM eligible electrical generating facilities with a capacity of 30 kW or less, that were approved by SCE for Parallel Operation prior to the new Customer or NPI moving in and/or taking electric service with SCE will not have to submit a new interconnection agreement, will take service on this tariff as long as the requirements of this schedule and section are met. This will also apply to premises where the developer/contractor establishes the interconnection, so that the Customer who buys/rents/leases the premises will not have to re-submit and sign a new interconnection agreement. To be eligible, the new Customer or NPI must 1) ensure that the generating facility is compliant with all applicable safety and performance standards as delineated in SCE's Electric Rule 21 and other applicable tariffs in effect at the time of initial approval for Parallel Operation; 2) keep in force the amount of property, commercial general liability and /or personal liability insurance the New Party In or new Customer has in place at the time it initiates service on this tariff; 3) understand that SCE may from time to time release to the California Energy Commission and /or the California Public Utilities Commission, information regarding the new Customer or NPI's facility, including New Party In or new Customer's name and Generating Facility location, capacity and operational characteristics. SCE will provide the New Party In or new Customer with (i) a copy of the interconnection agreement in effect and as signed by the previous customer, which will remain unchanged, (ii) a copy of the NEM Fact Sheet of operation and billing, and (iii) SCE's website information on the NEM tariff.

(T)  
|  
(T)

A new Customer or NPI who owns rents or leases a premises that includes a NEM eligible electrical generating facility above 30 kW will need to sign a new interconnection agreement. If no changes are made to the interconnection facilities, the agreement will have identical terms and conditions as the ones approved for the previous Customer.

(N)  
|  
(N)

TERRITORY

Within the entire territory served.

(Continued)

(To be inserted by utility)  
Advice 2495-E-A  
Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 14, 2010  
Effective Jan 3, 2011  
Resolution E-4367



Schedule NEM  
NET ENERGY METERING

Sheet 3 (T)

(Continued)

RATES

As determined in each billing period, when a Customer/Wind Customer, 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 customers' Eligible Customer-Generator/Eligible Customer-Generator Utilizing Wind Energy Co-Metering facility and exported 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 by the applicable energy rate components of the customer's OAT, in each Time-Of-Use (TOU) period, when applicable.

As determined in each billing period, when a Customer is a net producer of energy,  $E_F$  is greater than  $E_s$ , where  $E_s$  is energy supplied by SCE and  $E_F$  is energy generated by the customer's Eligible Customer-Generator facility, the resulting net produced energy will be used in the calculation of energy credits, calculated by 1) multiplying the customer's net produced kWh by the applicable energy rate components of the customer's OAT, in each TOU period, when applicable for Bundled Service Customers, or 2) multiplying the customer's net produced kWh by the applicable Delivery Service rate components of the customer's OAT, in each TOU period, when applicable and multiplying the customer's net produced kWh by the applicable CCA generation rate components for CCA Service Customers.

As determined in each billing period, when a Wind Customer is a net producer of energy,  $E_F$  is greater than  $E_s$ , where  $E_s$  is energy supplied by SCE and  $E_F$  is energy generated by the customer's Eligible Customer-Generator facility, the resulting net produced energy will be used in the calculation of generation energy credits, calculated by 1) multiplying the Wind Customer's net produced kWh by the applicable Utility Retained Generation (URG) rate component of the customer's OAT, in each TOU period for Bundled Service Customers, or 2) multiplying the customer's net produced kWh by the applicable CCA generation components for CCA Service Customers.

For CCA Service Customers, generation credits, if any, do not reduce the charges owed to SCE for energy supplied to such customer, and Delivery Service credits, if any, do not reduce the charges owed to the CCA for energy supplied to such customer.

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

(Continued)

(To be inserted by utility)  
Advice 2495-E-A  
Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 14, 2010  
Effective Jan 3, 2011  
Resolution E-4367

Schedule NEM  
NET ENERGY METERING

Sheet 4 (T)

(Continued)

SPECIAL CONDITIONS

1. Required Application and Contract: An executed Application For A Net Energy Metering And Generating Facility Interconnection Agreement (Form 14-753), and an executed Net Energy Metering And Interconnection Agreement (Form 16-344), are required prior to receiving service under this Schedule. For Multiple Tariff Generating Facilities a Generating Facility Interconnection Application (Form 14-732) is also required. An executed Net Energy Metering (NEM) Surplus Generation Selection Form (Form 14-721) is required for eligible customers electing Net Surplus Compensation as provided in Special Condition 3.h.3.
  
2. Metering Requirements for all Customer/Wind Customers Served Under This Schedule, Except Those Utilizing a Multiple Tariff Generating Facility Under Special Condition 5:
  - a. For customers whose OAT does not require a TOU meter, net energy shall be measured (metered) using a single meter capable of registering the flow of energy in two directions. If the customer's existing meter is not capable of measuring the flow of energy in two directions, an appropriate meter shall be provided at the expense of the customer. SCE may elect to install an additional meter or meters, at SCE's expense, with the Customer's consent. Such additional metering shall be used only to provide the information necessary to accurately bill or credit the Customer.
  
  - b. For Customers whose OAT requires a TOU meter, as well as all Wind Customers, net energy shall be measured (metered) using a single TOU meter capable of registering the flow of energy in two directions. If the Customer's/Wind Customer's existing meter is not a TOU meter capable of measuring the flow of energy in two directions, an appropriate TOU meter shall be provided at the expense of the Customer/Wind Customer. SCE may elect to install an additional meter or meters, at SCE's expense, with the Customer's/Wind Customer's consent. Such additional metering shall be used only to provide the information necessary to accurately bill or credit the Customer/Wind Customer.
  
  - c. Where additional meters are required to accurately bill and/or credit the Customer/Wind Customer, if authorization is not granted by the Customer/Wind Customer, SCE shall have the right to refuse interconnection.
  
  - d. Where SCE chooses to provide metering and billing for an ESP's NEM Customer/Wind Customer, the ESP shall be responsible for the applicable charges for such services, as set forth in Schedule ESP-DSF.
  
3. Billing:
  - a. SCE shall provide all Customers/Wind Customers served under this Schedule with net energy consumption information and/or net energy export information with each monthly bill. For CCA Service Customers, the CCA is responsible for providing SCE the billing CCA generation charges or credits applicable to NEM CCA Service Customers/Wind Customers.
  
  - b. For all Customers/Wind Customers served under this Schedule, all applicable Monthly Customer Charges, Minimum Charges, Demand Charges, and/or other non-energy related charges, excluding any adjustments due to power factor provisions, as defined in the Customer's/Wind Customer's OAT, shall apply, when applicable, regardless of the Customer's/Wind Customer's monthly net energy consumption or export.

(Continued)

(To be inserted by utility)

Advice 2495-E-A  
Decision \_\_\_\_\_

Issued by

Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Dec 14, 2010  
Effective Jan 3, 2011  
Resolution E-4367

Schedule NEM  
NET ENERGY METERING

Sheet 5 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

## 3. Billing: (Continued)

- c. For all Customers who meet the definition of a Residential or Small Commercial Customer (as defined in SCE's Rule 1), the monthly valued energy related charges and credits are accumulated until the end of a Relevant Period. However, upon a Customer's request, SCE shall permit a Residential or Small Commercial Customer to pay all applicable energy charges monthly. For CCA Service Customers, SCE will provide the Delivery Service charges or credits, as applicable, to eligible CCA Service Customers, and the CCA will provide the generation charges or credits, as applicable, to CCA Service Customers. The request must be made by the Customer upon initiation of service under this Schedule or upon written notice to SCE no later than thirty (30) days prior to the end of a Relevant Period, whichever applies.
- d. For all Wind Customers, and all Customers who do not meet the definition of a Residential or Small Commercial Customer, it is mandatory to pay all applicable charges, both energy and non-energy related, on a monthly basis, in accordance with the Customer's/Wind Customer's OAT.
- e. For all Customers who meet the definition of a Residential or Small Commercial Customer, the monthly bills shall show the accrued energy charges owed to SCE, or accrued energy credits for net energy exported, whichever applies, until the end of a Relevant Period.
- f. For all Customers served under this Schedule, except Wind Customers, the value of energy credits will be used to offset other time or TOU periods' and/or subsequent billing periods' energy related charges when they exist. However, at no time will energy credits be applied towards any non-energy related charges, and such credits cannot be carried over to a new Relevant Period except as provided in Special Condition 3.h.3.
- g. For all Wind Customers, only the value of the applicable OAT's generation component of the energy credits will be used to offset other time or TOU periods' and/or subsequent billing periods' generation-related energy charges when they exist. Such credits cannot be carried over to a new Relevant Period except as provided in Special Condition 3.h.3. For CCA Service Customers, the CCA is responsible for providing applicable CCA generation charges or credits to CCA Service Customers.

(Continued)

(To be inserted by utility)

Advice 2495-E-A

Decision \_\_\_\_\_

Issued by

Akbar JazayeriVice President

(To be inserted by Cal. PUC)

Date Filed Dec 14, 2010Effective Jan 3, 2011Resolution E-4367

Schedule NEM  
NET ENERGY METERING

Sheet 6 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

## 3. Billing: (Continued)

h. At the end of each Relevant Period (as defined in Special Condition 6.f of this Schedule) following the Date of Parallel Operation of the Customer's/Wind Customer's generator(s) with SCE's electrical system, SCE shall proceed as follows:

- 1) For all Customers who meet the definition of a Residential or Small Commercial Customer who did not choose to be billed monthly for their energy related charges, SCE will 1) subtract all monthly valued accrued energy credits from all accrued energy charges from Bundled Service Customers, or 2) subtract all accrued Delivery Service energy credits from all accrued Delivery Service energy charges from CCA Service Customers. If this calculation results in monies owed to SCE, such energy charges shall be due and payable in accordance with the Customer's OAT. However, if this calculation results in an excess energy credit, SCE shall neither pay the Customer for any unused energy credit nor carry forward any unused energy credit. The unused energy credit shall be zeroed out and a new Relevant Period shall commence. Customers electing Net Surplus Compensation as provided for in part h.3 of this Special Condition may receive additional credit or compensation. For CCA Service Customers, SCE and CCA shall complete an annual true up of all charges and credits calculated monthly, consistent with the provisions set forth under this schedule. Credits and charges related to the CCA's generation services shall be based on the information provided by the CCA to SCE. Any net balance related to generation charges that are collected from an eligible NEM CCA Service customer-generator will be paid annually by SCE to the CCA as set forth in Rule 23, Section Q, which describes the payment and collection terms between the SCE and a CCA Service customer.
- 2) For all Wind Customers, all Customers who do not meet the definition of a Residential or Small Commercial customer, and all Residential and Small Commercial Customers who meet the definition of a Residential or Small Commercial Customer but choose to be billed monthly for their energy related charges, any unused energy credits, and/or generation energy credits, shall not be carried forward to the start of a new Relevant Period, rather the unused energy credits, and/or generation energy credits, shall be zeroed out and a new Relevant Period shall commence. Customers electing net Surplus Compensation as provided for in part h.3 of this Special Condition may receive additional credit or compensation. For CCA Service Customers, SCE and CCA shall complete an annual true up of all charges and credits calculated monthly, consistent with the provisions set forth under this schedule. Credits and charges related to the CCA's generation services shall be based on the information provided by the CCA to SCE. Any net balance related to generation charges that are collected from an eligible NEM CCA Service customer-generator will be paid annually by SCE to the CCA as set forth in Rule 23, Section Q, which describes the payment and collection terms between the SCE and a CCA Service customer.

(Continued)

(To be inserted by utility)

Advice 2495-E-A

Decision \_\_\_\_\_

Issued by

Akbar JazayeriVice President

(To be inserted by Cal. PUC)

Date Filed Dec 14, 2010Effective Jan 3, 2011Resolution E-4367

Schedule NEM  
NET ENERGY METERING

Sheet 7 (T)

(Continued)

3. Billing: (Continued)

h. (Continued)

3) Effective January 1, 2010, eligible customers who qualify as Net Surplus Generators, (as defined in Special Condition 6) may be eligible for compensation for Net Surplus Energy produced during a Relevant Period commencing in 2010 or thereafter. Net Surplus Generators must elect compensation by executing a Net Energy Metering (NEM) Surplus Generation Selection Form (Form 14-721). The Relevant Period used for purposes of measuring Net Surplus Energy commences with the election by the Customer of Net Surplus Energy compensation.

(i) The Customer may elect to begin Net Surplus Energy compensation with the start of their next Relevant Period. SCE will perform the bill reconciliation as described above, and any unused energy credits and/or generation energy credits remaining shall be zeroed out prior to the commencement of the new Relevant Period; or

(ii) The Customer may establish a new Relevant Period, commencing with the next regularly scheduled meter read date following the execution of a Surplus Generation Selection Form. SCE will perform the bill reconciliation, as described in section i above, and any unused energy credits and/or generation energy credits remaining shall be zeroed out prior to the commencement of the new Relevant Period.

Customers electing to receive compensation for Net Surplus Energy may begin receiving such compensation beginning with the conclusion of the Customer's Relevant Period in 2011. Customers electing Net Surplus Energy compensation will continue to receive such compensation for each Relevant Period following the execution of such election, unless the Customer affirmatively elects to end Net Surplus Energy compensation. Customers are eligible to revise their Net Surplus Energy elections, annually, as provide under Rule 12.

The value and form of compensation provided for Net Surplus Energy will be determined by the Commission prior to January 2011.

i. If any Customer terminates service under this Schedule prior to the end of a Relevant Period, SCE shall reconcile the customer's consumption and production of electricity and bill the customer for positive Net Energy charges, if any, as provided in Special Condition 3.h. An eligible customer-generator switching from CCA Service to Bundled Service or from Bundled Service to CCA Service during the Relevant Period shall be deemed as terminating service under this Schedule prior to the end of the Relevant Period, and SCE shall reconcile the customer's consumption and production of electricity and bill the customer for positive Net Energy charges, if any, as provided in Special Condition 3.h. Upon switching, the customer shall begin a new Relevant Period.

(Continued)

(To be inserted by utility)

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Schedule NEM  
NET ENERGY METERING

Sheet 8 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

3. Billing: (Continued)

j. If interval meters are employed, the total energy of the aggregated intervals over a billing period is valued before offsetting energy charges with energy credits, in each aggregated TOU period separately, when applicable.

4. Grandfathered Generating Facilities: Customer/Wind Customers, served under this Schedule who have all local and state permits required to commence construction of their NEM Eligible Generator(s) on or before December 31, 2002, and have completed construction on or before September 30, 2003, shall be entitled to the net energy metering terms in effect on the date the local and state permits were acquired, for the life of the generating facility, regardless of any change in Customer/Wind Customer or change in ownership of the generating facility.

5. Customers/Wind Customers with a Multiple Tariff Generating Facility: Where a Customer/Wind Customer utilizes a Multiple Tariff Generating Facility (defined in Special Condition 6.g), the applicable provisions of this Special Condition (5) shall apply. Additionally, where this Special Condition conflicts with any other Special Condition within this Schedule, the provisions contained in this Special Condition shall prevail.

a. A Customer/Wind Customer utilizing a Multiple Tariff Generating Facility consisting of all NEM Eligible Generators, where at least one NEM Eligible Generator is served under this Schedule shall adhere to the following:

1. Where a Customer/Wind Customer chooses not to install separate Net Generation Output Metering (NGOM) on each group of NEM Eligible Generators (as defined in Special Condition 6), all energy exported to SCE's system from any group of NEM Eligible Generators shall receive only the generation component (URG and DWR) energy credits per the Customer's/Wind Customer's OAT. The NEM credits will not include any portion of the Delivery Service energy rate components, or any other component of the Customer's/Wind Customer's OAT, unless separate NGOMs are installed on each group of NEM Eligible Generators.

2. Where a Customer/Wind Customer chooses to install NGOM on a group of NEM Eligible Generators, the NGOM must conform to the requirements set forth in SCE's Rule 21, Section F. The total energy exported to SCE's system, as determined at the point of common coupling meter (SCE billing meter) will be allocated to each group based on its NGOM reading to the total of all NGOM readings. As an example, if the SCE billing meter registered 900 kWh of energy exported to SCE's system, and during that same time period a group of NEM Eligible Generators (group 1) had an NGOM registration of 2,000 kWh, while another group of NEM Eligible Generators (group 2) had an NGOM registration of 4,000 kWh, then group 1 would be allocated 300 kWh, and group 2 would be allocated 600 kWh, for NEM crediting purpose

(Continued)

(To be inserted by utility)

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Decision \_\_\_\_\_

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Schedule NEM  
NET ENERGY METERING

Sheet 9 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

5. A Customer/Wind Customer with a Multiple Tariff Generating Facility: (Continued)

b. A Customer/Wind Customer with a Multiple Tariff Generating Facility consisting of one or more NEM Eligible Generators served under this Schedule, and one or more Non-NEM Eligible Generators (defined in Special Condition 6.i), shall adhere to the following:

1. Where all Non-NEM Eligible Generators have a non-export relay (Reverse or minimum power protection), per tariff Rule 21, Section I.3.b, Screen 2 (option 1 or 2), thus assuring no export to SCE's system from any Non-NEM Eligible Generator, the Customer/Wind Customer is not required to install NGOM on their NEM Eligible Generator(s). However, where a Customer's Multiple Tariff Generating Facility includes more than one group of NEM Eligible Generators, NGOM in accordance with Special Condition 5.a.2 above, must be installed to determine what percentage of the measured excess energy exported to SCE's system will receive NEM energy credits at the full bundled rate (Delivery Service plus Generation) and what percentage of the measured excess energy exported to SCE's system will receive NEM generation energy credits at the generation rate components only (URG and DWR). Otherwise, unallocated NEM-eligible excess energy exported to SCE's system will be subject to the provisions of Special Condition 5.a.1 above.

2. Where one or more of the Customer's/Wind Customer's Non-NEM Eligible Generators does not have a non-export relay, and where each group of the NEM Eligible Generators does not have NGOM installed in accordance with Special Condition 5.a.2 above, NEM credits will only be applicable on the NEM Eligible Generators that do have NGOM.

Monthly valued NEM credits for each of the NEM-eligible generator groups with NGOM will be the lesser of its proportion of the NGOM reading to the total of all NEM-eligible generators' NGOM readings multiplied at the PCC, or its NGOM readings

3. The value of energy credit will be applied consistent with the appropriate NEM tariff as follows:

I) First, apply BG-NEM generation rate component credits (if any) to generation rate component charges on any aggregated account served by the Generating Facility.

II) Second, apply any remaining BG-NEM credits from (I) above and FC-NEM generation rate component credits (if any), and Wind NEM (>50 kW) generation rate component credits (if any) to the remainder of generation rate component charges on the account served by the Generating Facility.

III) Third, apply NEM solar and small wind (<50 kW) energy (generation and delivery service rate component) credits to energy charges of the accounts that are served by the Generating Facility.

4. For purposes of tariff administration, other metering configurations may be allowed at SCE's discretion.

(Continued)

(To be inserted by utility)

Advice 2495-E-A  
Decision \_\_\_\_\_

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Schedule NEM  
NET ENERGY METERING

Sheet 10 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

6. Definitions: The following definitions are applicable to service provided under this Schedule.
- a. Eligible Customer-Generator: A Residential, Small Commercial (as defined in SCE's Rule 1), commercial, industrial, or agricultural customer who uses a solar or wind turbine electrical generating facility, or a hybrid system of both, with a total capacity of not more than 1 MW, and where the wind turbine electrical generating nameplate capacity is not greater than 50 kW, that is located on the customer's Premises, that is interconnected and operates in parallel with SCE's electric system, intended primarily to offset part or all of the Customer's own electrical requirements, and that meets all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. A Customer with an electrical generating facility meets these standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.
  - b. Eligible Customer-Generator Utilizing Wind Energy Co-Metering: A customer who uses a wind energy electrical generating facility with a generating nameplate capacity greater than 50 kW, but not exceeding 1 MW, including solar and wind hybrid systems where the wind turbine electrical generating nameplate capacity is greater than 50 kW, that is located on the eligible customer's premises, that is interconnected and operates in parallel with SCE's electric system, and that is intended primarily to offset part or all of the Wind Customer's own electrical requirements, and that meets all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. A Wind Customer with an electrical generating facility meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.
  - c. Date of Parallel Operation. The date SCE provides the Customer/Wind Customer with SCE's written approval to commence parallel operation of the generating facility.
  - d. Net Energy: The difference between the electric energy supplied and/or delivered through SCE, and the electric energy produced by the Customer/Wind Customer and exported into SCE's electric system, measured over the Relevant Period. Thus, where  $E_S$  is energy supplied and/or delivered by SCE, and  $E_F$  is energy generated by the customer and fed back into SCE's system:  

$$\text{Net Energy} = E_S \text{ minus } E_F$$
  - e. Otherwise Applicable Tariff: The customer's regularly filed rate schedule under which service is rendered.

(Continued)

(To be inserted by utility)

Advice 2495-E-A  
Decision \_\_\_\_\_

10H11

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Vice President

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Resolution E-4367

Schedule NEM  
NET ENERGY METERING

Sheet 11 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

6. Definitions: The following definitions are applicable to service provided under this Schedule.  
(Continued)
- f. Relevant Period: A twelve-month period, or portion thereof, commencing on the anniversary Date of Final Interconnection of the customer's generator to SCE's electric system and on every subsequent anniversary thereof. If an eligible customer-generator terminates service, or experiences a change from SCE bundled service to CCA Service or from CCA Service to SCE bundled service prior to the end of the 12-month period, the Relevant Period will consist of that period from the anniversary date until the effective date of the termination or change in service.
  - g. Multiple Tariff Generating Facility: A Generating Facility consisting of one or more NEM Eligible Generators served under this Schedule and one or more NEM Eligible Generators eligible for service under Schedule BG-NEM and/or Schedule FC-NEM, or consisting of one or more NEM Eligible Generators served under this Schedule, and one or more Non-NEM Eligible Generators.
  - h. NEM Eligible Generator: An electrical generator fueled by solar, wind, hybrid of solar and wind, biogas, or fuel cell, where the total nameplate generating capacity at a single Premise does not exceed 1 MW, except where one or more biogas digester electrical generators, each with a nameplate generating capacity greater than 1 MW, but no greater than 10 MW, may be defined as an NEM Eligible Generator if such digester electrical generating facility meets the applicable provisions of PU Code 2827.9(b)(2)(A&B).
  - i. Non-NEM Eligible Generator: An electrical generator that does not meet the definition of Special Condition 6.h above.
  - j. Group of NEM-eligible generators: Generators meeting the definition of Special Condition 6.h. above qualifying under the same NEM tariff provisions. Thus, solar generators and wind generators up to 50 kW would form one group, wind generators over 50 kW, biogas generators without aggregated accounts and fuel cell generators would form a second group, while biogas generators with aggregated accounts would form a third group.
  - k. Net Surplus Energy: All electricity generated by an eligible customer-generator measured in kilowatthours over a 12-month period that exceeds the amount of electricity consumed by that eligible customer-generator.
  - l. Net Surplus Generator: An eligible customer-generator that generates more electricity during a 12-month period than is supplied by the electric utility to the eligible customer-generator during the same 12-month period.

(To be inserted by utility)

Advice 2495-E-A

Decision \_\_\_\_\_

11H11

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Akbar JazayeriVice President

(To be inserted by Cal. PUC)

Date Filed Dec 14, 2010Effective Jan 3, 2011Resolution E-4367



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

Revised Cal. PUC Sheet No. 47733-E  
Cancelling Revised Cal. PUC Sheet No. 37188-E

Sheet 1

SOUTHERN CALIFORNIA EDISON COMPANY  
NET ENERGY METERING AND GENERATING FACILITY INTERCONNECTION AGREEMENT

Form 16-344

(To be inserted by utility)

Advice 2495-E-A

Decision \_\_\_\_\_

1H10

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Vice President

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Resolution E-4367

SOUTHERN CALIFORNIA EDISON COMPANY  
NET ENERGY METERING AND GENERATING FACILITY INTERCONNECTION AGREEMENT

This Net Energy Metering and Generating Facility Interconnection Agreement ("Agreement") is entered into by and between \_\_\_\_\_ ("Customer"), and Southern California Edison Company ("SCE"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

**1. APPLICABILITY**

This Agreement is applicable only to customers who satisfy all requirements of the definition of an Eligible Customer-Generator set forth in Section 2827(b)(4) of the California Public Utilities Code. (T)

**2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT**

2.1 Generating Facility Identification Number:     NM    

2.2 Customer Meter Number: \_\_\_\_\_

2.3 Customer Service Account Number: \_\_\_\_\_

2.4 Applicable Rate Schedule: \_\_\_\_\_

2.5 Generating Facility Location: \_\_\_\_\_

2.5.1 This Agreement is applicable only to the Generating Facility described below and installed at the above location. The Generating Facility may not be relocated or connected to SCE's system at any other location without SCE's express written permission.

2.6 Generating Facility Technology (Solar, Wind or Hybrid): \_\_\_\_\_

2.7 Generating Facility Nameplate Rating (kW): \_\_\_\_\_

2.8 Estimated monthly energy production of Generating Facility (kWh): \_\_\_\_\_

**3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:**

3.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.

3.2 The Generating Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the California Public Utilities Commission ("Commission") regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929, UL Standard 1741 and SCE's Rule 21 – Generating Facility Interconnection. (T)  
(T)

3.3 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE. SCE shall provide such written approval within ten (10) working days from SCE's receipt of a copy of the final inspection or approval of the Generating Facility which has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.

SOUTHERN CALIFORNIA EDISON COMPANY  
NET ENERGY METERING AND GENERATING FACILITY INTERCONNECTION AGREEMENT

- 3.4 SCE shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. (T)
- 3.5 Customer shall not add generation capacity in excess of the Nameplate Rating set forth in Section 2.7 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of SCE.

**4. METERING AND BILLING:**

Metering requirements and billing procedures shall be set forth in the SCE and/or Energy Service Provider's rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

**5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES:**

- 5.1 SCE may require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances:
  - (a) Whenever SCE deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
  - (b) Whenever SCE determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
- 5.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SCE determines the continued parallel operation of the Generating Facility may endanger the public or SCE personnel, or affect the integrity of SCE's electric system or the quality of electric service provided to other customers, SCE shall have the right to require the Generating Facility to be immediately disconnected from SCE's electric system. The Generating Facility shall remain disconnected until such time as SCE is satisfied, in its sole judgment that the condition(s) causing such disconnection have ended or have been corrected.
- 5.3 Whenever feasible, SCE shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- 5.4 Electrical energy and capacity provided to Customer during periods of curtailment or interruption of the output of the Generating Facility shall be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected.

**6. ACCESS TO PREMISES:**

- SCE may enter Customer's premises at all times, without notice to Customer for emergency purposes only. (T)
- (a) To inspect Customer's protective devices or check meter(s); to ascertain there is no power flow; or
  - (b) To disconnect the Generating Facility and/or service to Customer, whenever in SCE's discretion, a hazardous condition exists and such immediate action is necessary to protect persons, SCE's facilities, or property of others from damage or interference caused by the Generating Facility, or the failure of properly operating protective devices. (T)

SCE will make prior arrangements with the Customer for gaining emergency access to Customer's premises by obtaining keys to a lock box or a padlock or by making other mutually agreeable arrangements (N)  
(N)

SOUTHERN CALIFORNIA EDISON COMPANY  
NET ENERGY METERING AND GENERATING FACILITY INTERCONNECTION AGREEMENT

**7. INDEMNITY AND LIABILITY:**

- 7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.
- 7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity.
- 7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.
- 7.6 Notwithstanding the provisions of Section 7.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SCE's facilities, and SCE shall not be liable for any such damage so caused.

**8. GOVERNING LAW:**

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

**9. CALIFORNIA PUBLIC UTILITIES COMMISSION:**

- 9.1 This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.
- 9.2 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.



SOUTHERN CALIFORNIA EDISON COMPANY  
NET ENERGY METERING AND GENERATING FACILITY INTERCONNECTION AGREEMENT

**11. NOTICES:**

11.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

SOUTHERN CALIFORNIA EDISON COMPANY:  
Attn: NEM Program Administrator  
SCE Customer Solar & Self Generation  
P.O. Box 800  
Rosemead, CA 91770

CUSTOMER:  
Account Name: \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Mailing City: \_\_\_\_\_ Mailing State: \_\_\_\_\_  
Mailing Zip Code: \_\_\_\_\_

11.2 Customer's notices to SCE pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.1

**12. TERM AND TERMINATION OF AGREEMENT:**

12.1 This Agreement shall become effective when signed by Customer and SCE, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 11.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to Customer by SCE; or (b) changes to Customer's electric load which cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(4) of the California Public Utilities Code; (T)  
or termination of Customer's Net Energy Metering arrangements with its Electric Service Provider.

**13. SIGNATURES:**

This Agreement may be executed in counterparts, and by electronic signature on the part of SCE, (N)  
and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or |  
other electronic means. Copies of the signature page so transmitted may be used for the purpose of |  
enforcing the terms of this Agreement as though they were originals and will not be made |  
inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the |  
Best Evidence Rule or similar rule of admissibility. (N)

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

SOUTHERN CALIFORNIA EDISON COMPANY  
NET ENERGY METERING AND GENERATING FACILITY INTERCONNECTION AGREEMENT

**13. SIGNATURES:** (Continued)

(T)

**CUSTOMER**

**SOUTHERN CALIFORNIA EDISON COMPANY**

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

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



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An EDISON INTERNATIONAL Company

Lisa Vellanoweth  
Manager of Tariffs

March 2, 2011

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

Attn: Honesto Gatchalian  
Energy Division

Re: Substitute Sheet for Advice 2495-E-A

Dear Mr. Gatchalian:

Enclosed are an original and four copies of Attachment A, and Substitute Sheet Number 47723-E\* for Advice 2495-E-A. Based on conversations with the California Public Utilities Commission staff, this substitute sheet is necessary to provide additional information to Schedule NEM's Applicability section.

- General statement that NPI (New Party In) will not have to submit a new interconnection agreement
- Customers who buy/rent/lease the premises where the developer/contractor has established/signed the contract will not need to resubmit and sign a new interconnection agreement.
- A new Customer or NPI who owns rents or leases a premises that includes a NEM eligible electrical generating facility above 30kW will need to sign a new interconnection agreement.

This substitute sheet ensures that the appropriate revisions and information are contained in the affected tariff sheet. Please include the enclosed sheet in Advice 2495-E-A and distribute to those people reviewing the filing. If you have any questions, please contact Betty Bell at (626) 302-4858.

Sincerely,

Lisa Vellanoweth

Enclosures  
2495-E-ASub.doc

\* Asterisk denotes substituted sheet.