



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

Revised Cal. PUC Sheet No. 28658-E
Cancelling Revised Cal. PUC Sheet No. 27754-E

INCREMENTAL SALES RATE AGREEMENT

Form 14-314

(To be inserted by utility)

Advice 1600-E

Decision _____

1C10

Issued by

John R. Fielder

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Feb 5, 2002

Effective Jan 19, 2001

Resolution _____

SOUTHERN CALIFORNIA EDISON COMPANY
INCREMENTAL SALES RATE AGREEMENT

This Incremental Sales Rate Agreement (ISR Agreement) is entered into between Southern California Edison Company (SCE) and _____ (Customer), located at _____. This Agreement shall become effective as of the date set forth beneath SCE's signature on the signature page of this Agreement.

This ISR Agreement amends any existing Contract for Service, Schedule _____ (Otherwise Applicable Tariff), which the parties executed on _____, _____. The purpose of this ISR Agreement is to allow the Customer to purchase electric energy for Incremental Usage during the five-year term of this Agreement.

Customer has the option of negotiating a discount contract with different terms and conditions from those contained in this Agreement. A negotiated contract may contain a more lenient early termination provision in exchange for commensurate changes in the discount or credit provided by this Agreement. However, a negotiated contract cannot be made effective until it has been authorized by an expedited regulatory review process by the California Public Utilities Commission. Customer is aware of this option and chooses to enter into this Agreement.

SCE and Customer agree as follows:

I. Base Period Usage and Incremental Usage

A. Base Period Usage

Base Period Usage is an average of Customer's historical energy usage (kWh) and demand (kW) by season and time-of-use. Customer's Base Period Usage shall be determined by SCE from the most representative twelve (12) consecutive months' usage out of the last twenty-four (24) months. Ordinarily, Customer's Base Period Usage is based on the energy and demand determined by SCE on a calendar-month basis. In the absence of calendar month data, twelve (12) billing periods of Customer's billing history will be used, which may not add up to 365 days. Base Period Usage for energy usage (kWh) shall be computed on an average hourly basis, and for billing, shall be expanded by the applicable number of hours in the billing period. Base Period Usage is established as follows:

Average Monthly
Base Period
Usage, kW

Average Hourly
Base Period
Usage, kWh

Summer

On-Peak
Mid-Peak
Off-Peak

Winter

Mid-Peak
Off-Peak
Super Off-Peak

Facilities Related kW

Base Period Usage Facilities Related Demand is computed as follows:

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

If this ISR Agreement is not signed by both parties by _____, the Base Period Usage must be updated to reflect the most representative 12 consecutive months out of the most recent 24 months.

B. Incremental Usage

Incremental Usage is that part of the Customer's recorded energy and demand in excess of Base Period Usage. Incremental Usage is computed for both energy and demand for each time period by subtracting Base Period Usage from recorded usage. For this computation, Average Hourly Base Period Usage kWh must be first multiplied by the number of hours in the period for which Customer's usage is recorded. Incremental Usage can never be less than zero.

II. Definitions

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

A. Agreement: This document and appendices, as amended from time to time.

B. Base Period Usage: Historical monthly energy (kilowatthours) and demand (kilowatts) usage by time-of-use. This usage shall reflect the definitions for seasonal and time-of-use billing periods and Time-Related and Facilities Related Billing Demand contained in Otherwise Applicable Tariff. This usage shall reflect 12 representative months' usage (as determined by SCE) out of the past 24 months.

C. Procured Energy Cost: The generation costs as determined in accordance with Schedule PE.

(D)

(C)

III. Rates and Charges

A. Charges for Base Period Usage

Charges for Base Period Usage shall be in accordance with the customer's Otherwise Applicable Tariff. Customer shall pay for Base Period Usage as defined in this Agreement regardless of whether it has been used.

B. Charges for Incremental Usage

1. Demand Charge

The Demand Charge (in \$ per kW-month) applicable to Summer On Peak Incremental Demand shall equal \$1.00 per kW, per month.

2. Energy Charges

The Energy Charges for Incremental Energy Usage for all time periods shall be equal to the generation rate as determined in Schedule PE, plus a time differentiated cents per kilowatthour “adder”. (C)

3. Public Utilities Commission Reimbursement Fee

In addition to the above, the customer shall pay a Public Utilities Commission Reimbursement Fee per kWh for all energy consumed.

4. Taxes

The customer shall pay any other applicable state and local taxes that SCE may be required to collect on behalf of the taxing authorities.

C. Components of Demand and Energy Charges for Incremental Usage

The Energy Charges provided for under Schedule TOU-8-CR-1 and set forth in this Agreement consist of the following components: Distribution, Transmission, Transmission Revenue Balancing Account Adjustment (TRBAA), Procured Energy (PE) Charge, Competition Transition Charge (CTC), Public Purpose Programs Charge (PPPC), and Nuclear Decommissioning Charge (NDC). The values for the Distribution, Transmission, TRBAA, PPPC, and NDC rate components shall be as described in the Rate Components Section of Schedule TOU-8-CR-1. The values for the generation shall determined in accordance with Schedule PE. The Demand Charges provided for under Schedule TOU-8-CR-1 and set forth in this agreement consist of the following components: Distribution, Transmission, and CTC. (C)

The Public Utilities Commission (PUC) Reimbursement Fee is in addition to the Energy Charges. The value for the PUC Reimbursement Fee is set forth in Schedule RF-E.

D. Added Facilities

Any facilities that in SCE's sole judgment, are either required by SCE or requested by the Customer to be installed in order to accommodate customer's Incremental Usage under this rate schedule shall be considered Added Facilities. Therefore, payments and other terms and conditions relating to such facilities are to be in accordance with SCE's Rule 2.

IV. Term

This Agreement shall be effective for five years. Service will not be provided under this Agreement in excess of five years unless both Parties mutually agree to do so.

Service under this Agreement shall commence on the next regular billing period following a) the effective date of this Agreement, or b) _____, whichever is later.

V. Termination

This Agreement shall terminate:

- A. Upon 10 days written notice by either party. In which case Customer will be removed from Schedule TOU-8-CR-1 effective with the next regular billing period following the tenth day of notice;
- B. If Customer is no longer eligible for service under Schedule TOU-8-CR-1, or its successor rate schedule. In which case Customer will be removed from Schedule TOU-8-CR-1 effective with the date that Customer was determined to be ineligible for Schedule TOU-8-CR-1.

VI. Acknowledgment

Except as otherwise amended herein, Customer acknowledges that it is fully subject to all terms and conditions contained in Otherwise Applicable Tariff, or its successor rate schedule, except that any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.

VII. Entire Agreement

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

VIII. Nonwaiver

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

IX. California Public Utilities Commission

- A. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

- B. Notwithstanding any other provisions of this ISR Agreement, SCE shall have the right to unilaterally file with the Public Utilities Commission of the State of California, pursuant to the Commission's rules and regulations, an application for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto.

X. Customer Affidavit

By signing this ISR Agreement, the Customer certifies and declares under penalty of perjury under the laws of the State of California that without the terms and conditions of Schedule TOU-8-CR-1 and this ISR Agreement, the Customer would not add Incremental Usage during the five-year term of this ISR Agreement.

Customer acknowledges that SCE has the right to verify any supporting documentation and statements Customer has made in support of this Affidavit. Customer acknowledges that SCE has the right to rebill Customer at the Otherwise Applicable Tariff if SCE subsequently determines that Customer was not eligible for Schedule TOU-8-CR-1.

XI. Competition Transition Charges

In addition to all other charges, Customer shall pay any Competition Transition Charge (CTC) according to Customer's Otherwise Applicable Tariff and Preliminary Statement, Part W. The expiration or termination of this Agreement does not affect any obligation to pay CTC.

XII. Authorization Signatures

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of SCE's signature below.

SOUTHERN CALIFORNIA EDISON COMPANY

CUSTOMER

By _____
Vice President

By _____

on this _____ day of _____

Title _____

Sworn and Subscribed by _____

to me on _____

Notary _____