



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

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Sheet 1

OPTIONAL BINDING MANDATORY CURTAILMENT AGREEMENT
BETWEEN CUSTOMER AND SOUTHERN CALIFORNIA EDISON COMPANY (SCE)

Form 14-740

(To be inserted by utility)

Advice 3846-E

Decision _____

Issued by

Caroline Choi

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Aug 16, 2018

Effective Sep 15, 2018

Resolution _____

**OPTIONAL BINDING MANDATORY CURTAILMENT AGREEMENT
BETWEEN CUSTOMER AND SOUTHERN CALIFORNIA EDISON COMPANY (SCE)**

This Optional Binding Mandatory Curtailment (OBMC) Agreement is entered into between _____ (Applicant or Lead Customer), and Southern California Edison Company (SCE or the Company), located at 2244 Walnut Grove Avenue, Rosemead, California 91770. This Agreement shall become effective as of the date set forth beneath SCE's signature on the signature page of this Agreement.

This Agreement is a filed form tariff agreement authorized by the California Public Utilities Commission (Commission) for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or as authorized by the Commission. This Agreement is to be used in conjunction with service provided to Applicant at Applicant's premises under an applicable SCE Rate Schedule. Additionally, Applicant is subject to the provisions of Schedule OBMC, Optional Binding Mandatory Curtailment and any other applicable SCE Rate Schedule(s). (D)

The purpose of this Agreement is to allow the Applicant to avoid, to the extent possible, interruption of electric service during Rotating Outages which SCE implements at the direction of the California Independent System Operator (CAISO). Applicant agrees to take the actions necessary to reduce load on Applicant's circuit by prescribed amounts upon notice from SCE whenever Rotating Outages are implemented in SCE's service territory.

The parties agree as follows:

1. OBMC Plan Operation

Applicant agrees to implement its OBMC Plan upon notice from SCE for the entire duration of each Rotating Outage during the term of this Agreement.

2. Applicant Responsibilities

Upon notice from SCE, Applicant must implement its OBMC Plan to reduce load on the entire circuit or dedicated substation serving the Applicant at or below the required Maximum Load Levels (MLLs) as specified in Section 7 of this Agreement. Load reductions must be achieved as quickly as possible but no later than 15 minutes after Applicant receives notification from SCE. If Applicant's OBMC Plan is submitted for a group of customers on a particular circuit, Applicant is the Lead Customer for the OBMC Plan. Applicant shall be responsible for the load reductions required to reach the MLLs and any Excess Energy charges, if incurred, for failure to reduce load on the circuit as required. Applicant is responsible to work and to coordinate with the non-lead customer(s) on its circuit and to represent such customer(s) for the purposes of the OBMC Plan.

3. Applicant Information

Applicant's OBMC Plan must include Applicant's name, SCE account number, electric rate schedule, service address, mailing address, and contact information including contact name, e-mail address, phone and/or Short Message Service (SMS) text numbers. Applicant's OBMC Plan must also include non-lead customer information including name(s), SCE account number(s), service address(es), mailing address(es) and contact information. (P)
(P)

Applicant's OBMC Plan shall be reviewed and approved by the Company. The Load Reduction Plan summarized in Appendix A to this Agreement shall indicate the specific measures expected to be used by Applicant and non-lead customers to reduce load to achieve a circuit load reduction of 15 percent. The Load Reduction Plan must include the load reduction measures expected to be utilized during different time periods of the year to achieve the required load reductions.

4. Participation in OBMC Plan

Applicant's OBMC Plan may become invalid over time due to circuit rearrangements or load additions, which result in the MLLs becoming unachievable. Therefore, Applicant is not guaranteed the ability to participate in an OBMC Plan.

5. Notice

SCE shall provide Applicant notice of the required implementation of the Applicant's OBMC Plan concurrent with required firm load interruptions in SCE's service territory. The notice shall be provided as specified in Appendix A. Applicant shall be responsible for providing notice to other participants, if any, on Applicant's circuit of the requirement to implement the OBMC Plan. SCE shall also provide Applicant notice when the Rotating Outage period is over.

6. Baseline Load

- a. The Baseline Load for the dedicated substation or SCE circuit that serves Applicant, or Applicant and other non-lead customers, is an average circuit usage amount determined for each 15-minute time interval that the Applicant's OBMC Plan is required to operate. The Baseline Load is determined from circuit usage for the immediate past ten similar days, either business days or weekends and holidays. The past 10 similar days will exclude days when the customer: 1) was subject to an OBMC Event, 2) was subject to a CPP event, or 3) was subject to any other demand response program event, or 4) was interrupted.
- b. If Applicant is the only customer served on the applicable SCE circuit and is also a participant in an SCE-administered capacity interruptible program that requires the reduction of load to a designated firm service level (FSL), the Baseline Load shall be the lower of the FSL or the Baseline Load determined in accordance with Paragraph 6.a. If the monthly or annual requirements for number or duration of periods of interruption for Customer's participation in the SCE-administered capacity interruptible program have been satisfied, for the remainder of the applicable month in which such monthly requirements have been satisfied or for the remainder of the year in which such annual requirements have been satisfied, the Baseline Load shall be determined in accordance with Paragraph 6.a. However, if an OBMC event and other SCE-administered capacity interruptible program that requires the reduction of load to the designated FSL occur simultaneously, the Baseline Load shall be the lower of the FSL or the Baseline Load, in accordance with 6.a., for the duration of the OBMC event.

(C)
|
(C)

- c. Upon appropriate notice, for each calendar year, Applicant may exclude the following periods from the 10-day baseline: (a) a period of 15 consecutive calendar days designated in advance both for ramp-up and ramp-down of operations during which period the baseline will be the hourly average circuit load for the most recent prior day; (b) up to 10 days per calendar year as determined by the Applicant and designated in advance to accommodate conditions in the Applicant's operations that affect the 10-day baseline; and up to two exclusions as determined by the Applicant where unplanned outages or other events cause the circuit load to deviate substantially from normal conditions. Applicant shall provide a minimum of 10 calendar days prior notice to SCE when exercising option (a); a minimum of seven calendar days prior notice to SCE when exercising option (b); and notice to SCE within one calendar day after the outage or event when exercising option. Applicant's notice for the above exclusions must be received by SCE in written or email format within the specified time frames or the requested exclusion will not be allowed. If Applicant requests an operation ramp-up period under option (a) above, Applicant must also specify a commensurate operation ramp-down period occurring within one year of the ramp-up period. The 10-day baseline following the ramp-down period must be reduced a minimum of 25 percent from the 10-day baseline immediately prior to the ramp-down period. If Applicant's circuit does not achieve a 25 percent reduction in the 10-day baseline following a ramp-down period, Applicant will not be allowed future operation ramp-up periods for two years following the ramp-up period.
- d. Day-Of Adjustment (DOA): The DOA is a ratio of (a) the average load of the first 3 hours of the 4 hours prior to the event to (b) the average load of the same hours from the last 10 weekdays, excluding event days and holidays. The DOA shall not exceed a minimum value of 0.80 nor a maximum value of 1.20.

Applicant may select either the Baseline Measurement for Determination or the Baseline Measurement for Determination with a DOA. The Applicant can only select either the Baseline Measurement for Determination or Baseline Measurement for Determination with the DOA for each service account at the initial contract execution time. Any change to the Baseline Measurement selection will require an updated Appendix A to be executed. The Baseline Measurement for Determination with no adjustment will be the default if the Applicant does not make a selection. (P)(P)

7. Maximum Load Levels

Maximum Load Levels (MLLs) are determined for each 15-minute interval during each Rotating Outage by the Company and correspond to 5, 10, or 15 percent reductions from the Baseline Load. The MLL for the 5 percent reduction is the product of the Baseline Load multiplied by 0.95. The MLL for the 10 percent reduction is the product of the Baseline Load multiplied by 0.90. The MLL for the 15 percent reduction is the product of the Baseline Load multiplied by 0.85.

8. Aggregation of Circuit Loads

Applicant may aggregate the load of two circuits in an OBMC Plan if Applicant has a single taxpayer identification number and provided: (a) Applicant is the lead customer for both circuits; (b) Applicant has the ability to achieve required load reductions on the aggregated total load for the two circuits; Applicant is able to achieve required load reductions on the individual circuits subject to the aggregation if required by SCE or the CAISO in response to local geographic constraints; and Applicant has not, and will not, receive any payment from any customer served on any OBMC circuit for any action related to the OBMC program. All provisions of this Agreement and Schedule OBMC applicable to individual OBMC plans shall apply to the aggregated OBMC Plan.

9. Compliance

Measurement of compliance with required MLLs shall be determined as specified in Appendix A. Where use of System Control And Data Acquisition (SCADA) circuit metering is required, Applicant understands and agrees that such circuit use data will be averaged over each 15-minute interval during each Rotating Outage and will be used to determine compliance with the required MLLs and for assessing Excess Energy charges.

If in SCE's sole judgment, existing metering is not acceptable for the purpose of determining circuit load reduction, Applicant shall pay for the installation of required equipment. The OBMC Plan shall not be made effective until required metering has been tested and installed and any required communication or other equipment required to implement the OBMC Plan is in service.

10. Excess Energy Charge

An Excess Energy charge shall be incurred by Applicant for failure to reduce usage on the circuit to the MLLs established by an OBMC Plan for the Applicant's circuit within 15 minutes of notification by the Company as measured during any subsequent 30-minute interval during a noticed Rotating Outage. The Excess Energy charge shall be determined for each 30-minute interval in which the circuit load exceeds a required MLL. Circuit load for purposes of establishing Excess Energy charges shall be measured as specified in Appendix A. The Excess Energy charge shall be the \$/kWh specified in the tariff multiplied by the kilowatt-hour usage on the applicable circuit in excess of the required MLL, as measured during each 30-minute period during the Rotating Outage. The Excess Energy charge shall apply during any periods of noticed Rotating Outages until this Agreement terminates.

11. Installation of Required Facilities

Applicant hereby grants to the Company permission to furnish, install, operate and maintain upon the property of Applicant, such facilities as the Company deems necessary for its performance under this Agreement including any work incident to rendering service under this Agreement. All facilities installed pursuant to this license shall be and remain the property of the Company. This license shall expire upon the expiration or termination of this Agreement and the Company shall have a reasonable period of time to remove facilities installed pursuant to this Agreement and license.

12. OBMC Plan Not a Guarantee

Pursuant to SCE's tariff Rule 14, the Company does not guarantee continuity or sufficiency of supply and will not be liable for interruption or shortage or insufficiency of supply. An OBMC Plan is not a guarantee that Applicant will not be subject to a Rotating Outage. While SCE will make reasonable efforts to notify Applicant or circuit changes, daily and emergency switching may cause Applicant's circuit to become subject to Rotating Outages. Applicant may not receive advance notice from SCE of a Rotating Outage caused by such switching. Additionally, an OBMC Plan does not prevent Applicant from being subject to outages caused by other load shedding procedures or other causes.

13. Term

The terms and conditions of this Agreement shall commence on (a) the effective date of this Agreement, or (b) when SCE has verified that all notification equipment and required metering is in service, whichever is later. (P)

14. Termination

This Agreement shall terminate upon any of the following conditions:

- a. At any time, upon 10 days' written notice by either party. If the Applicant terminates this Agreement, the Applicant shall not be party to another OBMC Plan for a period of at least 12 months.
- b. Upon determination by SCE that Applicant's circuit load levels were not reduced by at least 95 percent of the required amount as measured during the entire duration of any two separate, noticed Rotating Outage events occurring within a 12-month period. If this Agreement is terminated for failure to reduce circuit load as required, Applicant and other non-lead customers shall not be eligible to participate in another OBMC Plan for a period of five years from the date of termination.

Upon termination, regardless of the cause, Applicant's circuit shall become eligible for Rotating Outages.

15. Indemnification

Applicant shall indemnify and hold harmless the Company against any and all claims or liabilities for losses, expenses, damage to property, injury to or death of any person or any other liability incurred by the Company, including reasonable expenses, legal and otherwise, caused wholly or in part by modifications to the OBMC program, circuit configuration, circuit loading, or operational conditions associated with rotating outages or other circuit outages or interruptions.

16. Assignment

Applicant may assign this Agreement only if the Company consents in writing and only if the party to whom the Agreement is assigned is otherwise eligible to take service under Schedule OBMC and agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects.

17. Commission Jurisdiction

This Agreement shall at all times be subject to such changes or modifications by the Commission.

18. Entire Agreement

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

19. Authorization Signatures

In witness whereof, Applicant and SCE have caused this Agreement to be executed by their duly authorized agents to be effective on the date of SCE's signature below.

_____	_____
Applicant	Southern California Edison Company
By: _____	By: _____
Signature	Signature
_____	_____
(Type or print name)	(Type or print name)
Title: _____	Title: _____
Date: _____	Date: _____

Appendix A: Optional Binding Mandatory Curtailment Plan

(D)

APPENDIX A
Optional Binding Mandatory Curtailment Plan

Applicant (Lead Customer) Information

Applicant (Lead Customer) Name: _____

Customer Service Account No: _____

Service address: _____

(N)

Electric Rate Schedule: _____

Circuit No: _____

Assigned OBMC Plan No: _____

Multiple participants? YES NO

Communication With Lead Customer

Mailing Address _____

Contact information

(L)

 Name of primary contact: _____

(T)

 E-mail address: _____

(L)

 SMS Text number: _____

(P)

 Phone number: _____

(P)

 Name of secondary contact: _____

(T)

 E-mail address: _____

(L)

 SMS Text number: _____

(P)(T)

 Phone number: _____

(P)(T)

(L)

Communication Test Required?: YES NO

Communication of Notice of Required Load Reduction

 E-mail YES NO

 SMS Text number YES NO

(P)

 Phone number YES NO

(P)

Non-Lead Customer Information (if applicable)

Name of Customer No. 2: _____

SCE Account Number: _____

Service address: _____

Mailing address: _____

(L)

Contact Information

(T)

Name of Contact: _____

(N)

E-mail address: _____

(L)

SMS Text number: _____

(P)

Phone number: _____

(P)

Non-Lead Customer Information (if applicable) (Continued)

Name of Customer No. 3: _____

SCE Account Number: _____

Service address: _____

Mailing address: _____

Contact information

(L)

Name of Contact: _____

(N)

E-mail address: _____

(L)

SMS Text number: _____

(P)

Phone number: _____

(P)

Additional non-lead customer information, may be added as an attachment to this Appendix A.

Measurement of Load And Determination of Compliance With Maximum Load Levels

Meter Installation required? YES NO

Single customer or multiple participants

Single customer circuit? YES NO

Multiple participant circuit? YES NO

Determination of Baseline Load, Maximum Load Levels (MLLs), and Compliance With MLLs (Agreement, Sections 6, 7 and 8)

Baseline Measurement (select one):

(P)

10-day average baseline

|

10-day average baseline with DOA

(P)

Single customer circuit (Applicant only)	Use IDR meter data
Multiple participant circuit	Use SCADA circuit data unless IDR meter data available for all accounts on the circuit

Assessment of Excess Energy Charges (Agreement, Section 9)

Single customer circuit (Applicant only)	Use IDR meter data
Multiple participant circuit	Use SCADA circuit data unless IDR meter data available for all accounts on the circuit

Load Reduction Plan

List the load curtailment measures planned to be used to reduce circuit load by 15 percent:

Month	Average Monthly Circuit Peak Load, kW	Load Curtailment Measures Planned To Be Used To Achieve 15 Percent Circuit Load Reduction	Expected Load Reduction, kW
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Effective Date

Verification of equipment installation required? YES

NO

OBMC Plan reviewed and approved by SCE? YES

NO

OBMC Plan Effective Date: _____