



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

Revised Cal. PUC Sheet No. 27767-E  
Cancelling Original Cal. PUC Sheet No. 7223-E

Sheet 1

COMMERCIAL/INDUSTRIAL CHILLER CONTROL  
TEST PROGRAM AGREEMENT  
Form 14-128

(To be inserted by utility)  
Advice 1489-E  
Decision \_\_\_\_\_

Issued by  
John R. Fielder  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Submitted Sep 29, 2000  
Effective Nov 8, 2000  
Resolution \_\_\_\_\_

COMMERCIAL/INDUSTRIAL CHILLER CONTROL  
TEST PROGRAM AGREEMENT

This Agreement is entered into between the Southern California Edison Company ("SCE") and \_\_\_\_\_ ("Customer"),  
\_\_\_\_\_, California \_\_\_\_\_  
Street City Zip Code

This Agreement provides for Customer's participation in SCE's Chiller Control Test Program under the terms and conditions of SCE's Experimental Schedule No. UCLT (Utility Controlled Load Tests).

1. **SCE AGREES TO:**

- 1.1 Provide, install, and maintain a control device on the Customer's air conditioning Chiller Controller provided the air conditioning unit is in acceptable operating condition.
- 1.2 Remove the control device at SCE's expense at the conclusion of the test program and restore Customer's air conditioning chiller control equipment to its condition prior to installation of the control device to the maximum extent practicable, exclusive of reasonable wear and tear.
- 1.3 Provide Customer with credits to his electric bill, in accordance with the rate schedule specified in Section 2.2 below, as an incentive for participating in this test program in the amount of \$3.00 per kilowatt per month of maximum measured chiller load reduction occurring during that month on an SCE activation day.
- 1.4 Treat all information and research data collected from individual Customers as confidential. Utilize statistics and information gathered on a group basis only. Use customer names, addresses, and telephone numbers only for Customer contact purposes during the research period.
- 1.5 Honor, in the event that any warranty or guarantee on Customer's chiller will not be honored by the manufacturer, dealer, or contractor for reasons of installation or operation of the control device, any such warranty or guarantee on such equipment according to its terms. Be responsible for damages to Customer's air conditioning chiller control equipment, if any, caused by the operation of the control device; except for normal wear or damage to such equipment caused by the Customer. SCE will not be liable for consequential damages resulting from operation or failure of the control device, except as expressly provided in this Section.

2. **CUSTOMER AGREES TO:**

- 2.1 Permit SCE to install a control device at Customer's facility and allow SCE to remotely activate the air conditioning Chiller Controller during periods of capacity shortages.
- 2.2 Take service under the terms and conditions of SCE's Experimental Rate Schedule No. UCLT or any effective superseding rate schedule.
- 2.3 Permit SCE to install equipment which will transmit signals to a switch at Customer's facility to reset the Chiller to a lower capacity thus reducing electrical demand during SCE's peak load periods.
- 2.4 Provide SCE or its authorized contractors reasonable additional access as required to monitor and maintain the control device or special metering equipment.
- 2.5 Participate in the test program for a minimum of 36 consecutive months.
- 2.6 Give SCE a reasonable opportunity to satisfy Customer, if Customer finds that participation in the test program creates inconvenience and discomfort which is beyond that anticipated by Customer as follows: Customer will notify SCE and request that a service representative meet with Customer to review the test program and seek to resolve the concerns through better understanding of the program. If the concerns still persist, Customer will give SCE a reasonable opportunity to perform whatever tests SCE believes may be helpful with respect to the installation. If, after SCE has completed these efforts, Customer still is not satisfied, SCE will discontinue Customer's participation in the test program after completing an exit interview.
- 2.7 Provide SCE at least 30 days' written notice prior to the close of escrow if Customer negotiates sale of his business.

3. **NUMBER AND DURATION OF CONTROL DEVICE ACTIVATIONS:** SCE makes no representation as to the maximum number or duration of control device activations. However, during the test period at least one activation will occur between the hours of one and six p.m. each month during the summer season (May 1 through October 31).

4. **CALIFORNIA PUBLIC UTILITIES COMMISSION:**

- 4.1 The Chiller Control Test Program has been authorized by the Public Utilities Commission of the State of California.
- 4.2 This Agreement will at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as such Commission may, from time to time, direct in the exercise of its jurisdiction.
- 4.3 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Public Utilities Commission, pursuant to the Commission's rules and regulations, an application for a change in rates, charges, classification, service, or rule, or any agreement relating thereto.

IN WITNESS THEREOF, SCE and Customer have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_.

SOUTHERN CALIFORNIA EDISON COMPANY

By \_\_\_\_\_

Customer

Telephone No.

If Customer experiences any problems with control device, or has any questions regarding it, Customer may call SCE at \_\_\_\_\_ during normal business hours and at \_\_\_\_\_ after normal business hours.