
May 18, 2016

ADVICE 3409-E
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Proposed Modifications to the On-Bill Financing Program and
Associated Loan Agreements

Southern California Edison Company (SCE) hereby submits for filing the following changes to tariffs. The revised tariffs are listed on Attachment A and are attached hereto.

PURPOSE

The purpose of this advice letter is to propose various changes to SCE's *Schedule OBF-2, On-Bill Financing Program* (OBF2 tariff) and related loan agreements.¹ SCE has consolidated the proposed changes into one filing for efficiency of review and approval. The changes proposed herein modify the OBF-2 tariff and associated loan agreements to provide clarity about existing program requirements related to the calculation of fixed monthly payment amount, add a provision permitting loan assignment under certain circumstances, and to remove certain provisions from the associated loan agreements for the reasons described below. In addition, pursuant to Ordering Paragraph (OP) 21 of Decision (D.)14-10-046,² the OBF-2 tariff is being revised to reflect program changes authorized for 2015 and beyond.

¹ On-Bill Financing Loan Agreements are as follows: On-Bill Financing Agreement, Form 14-792; On-Bill Financing Agreement Third-Party Implemented Projects, Form-14-905; On-Bill Financing Agreement Local Government/ Institutional Customer Projects, Form 14-914; and On-Bill Financing Agreement California State Projects, Form 14-928.

² D.14-10-046, OP 21.

BACKGROUND

In compliance with D.05-09-043, SCE filed Advice 2066-E on November 30, 2006, to establish SCE's Schedule OBF and the On-Bill Financing Program Loan Agreement, Form 14-778, and modify Preliminary Statement, Part S, PEEBA, to record program and interest expenses associated with the OBF pilot program.

In compliance with D.12-11-015, OP 45, SCE filed Advice 2836-E on January 14, 2013, in order to implement the authority granted by this Decision. Among other tariff changes including in this filing, SCE modified Schedule OBF-2, and added associated filed forms to reflect program changes for 2013-2014 as directed by OP 21 of D.12-11-015.³

Calculation of Fixed Monthly Payment Amount

Based on various factors, including customer feedback, SCE proposes to modify the current language within the Rate Section and Special Conditions Section 5.b. of the OBF tariff to provide customers with a clear understanding of their payment obligations. The current language states only that the loan payment amount due will be "approximately equal to the average estimated amount of the monthly energy savings which result from the newly installed energy efficient equipment, will appear as a line item on the customer's bill."⁴

SCE is concerned that customers may read this language to mean that their bill will be the same or lower after the energy efficient equipment is installed and the loan appears on the bill. However, actual utility bills vary based on a number of factors, including customer behavior, rate changes, and addition of plug-in appliances.

Several OBF customers, in fact, have expressed confusion about why, in some instances, their energy bill has not remained the same as it was before the energy efficiency measures financed by the OBF loan were installed. The proposed changes to the language will be more clear, accurate, and customer-friendly. Moreover, the Commission has determined that bill neutrality is not a required element for OBF programs,⁵ and although bill neutrality is a goal, it is not always possible based on factors unrelated to the project for which financing was secured as explained above.

³ On Bill Financing Balancing Account (OBFBA) was established in accordance with Decision 09-09-047 and D.12-11-015 with other OBF program related costs being recorded in the Procurement Energy Efficiency Balancing Account (PEEBA) per Decision 09-09-047 and D.12-11-015. Effective January 16, 2015, SCE's Preliminary Statement, Part DDD, OBFBA was modified to reflect the addition of Commission-approved EE finance pilots and renamed to EEFPA to better align the name with the changes that have occurred through Commission decisions to encompass the various added programs and pilots.

⁴ Schedule OBF-2, Sheet 1, Special Conditions Section 5.b. Monthly Payment.

⁵ D.12-05-015, p.389, Conclusion of Law 36, states, "A new on-bill repayment program for non-residential customers should not require bill neutrality but should require that customers are presented with an estimate of expected energy savings and bill impacts prior to agreeing to a project."

The proposed language will mitigate customer confusion and reflect that the loan amount will be calculated and communicated to the customer at the time the OBF Loan Agreement is issued.

Assignment

Currently, SCE's OBF Loan Agreement does not permit any assignment of the customer's rights or duties under the Loan Agreement. Based on experience administering the OBF Program for some time, SCE has discovered that there are certain circumstances under which assignment is acceptable and even preferable. Thus, SCE proposes to modify the current Assignment language from the OBF Loan Agreements to permit loan assignment with SCE's consent. SCE proposes this change to allow customers to transfer loans where the new customer is creditworthy, based on SCE's standards, in order to potentially minimize an already low loan default rate. Although loan default levels are below one percent of the total outstanding loan balance, providing customers with an option to transfer a loan either to that customer's new business or to a new owner of the same business, subject to ensuring that the assignee is qualified (as determined by SCE), may further mitigate loan default risk.

Program Changes Authorized for 2015 and Beyond

In D.14-10-046, the Commission approved the extension of Energy Efficiency programs, including ARRA and OBF programs, at 2015 funding levels until the earlier of 2025 or until the Commission issues a superseding decision on funding levels. Therefore, SCE proposes to modify the tariff to reflect this program change.

Additional Changes

SCE proposes to delete the Purchase Money Security Interest Section of Form 14-914, and The Confession of Judgement Section of Form 14-792, Form 14-905, and Form 14-914 due to customer feedback. These additional modifications are reflected in the Loan Agreement table below.

PROPOSED TARIFF CHANGES

The revised tariff changes in bold font are summarized below with original tariff language provided along with proposed language. The following changes apply to SCE’s Schedule OBF-2:

Tariff	Sheet	Section	Reason	Revised Text
OBF-2	1	Applicability	The revision was made to reflect program changes for 2015 and beyond in compliance with D.14-10-046	<p>The OBF-2 program will have an initial loan pool of funds that will be offered during 2013 through 2014. This will be a revolving fund; as 2013-2014 loan repayments are made, these funds will be made available for additional loans through the 2013-2014 cycle.</p> <p><u>Loans under the OBF loan program will only be available until the earlier of 2025 or when the Commission issues a superseding decision on funding.</u></p>
OBF-2	1	Rates	The revision was made to eliminate customer confusion regarding bill neutrality, even if other factors change (i.e. operating hour variances, changes in energy costs, behavioral changes, etc.).	<p>All charges and provisions of the customer’s otherwise applicable tariffs shall apply. In addition, a fixed monthly loan payment amount due, which is approximately equal to the average estimated amount of the monthly energy savings which result from the newly installed energy-efficient equipment, will appear as a line item on the customer’s bill.</p>
OBF-2	1	Special Condition, 1 Loan Agreements	The revision was made to remove the reference to an obsolete version of the Loan Agreement.	<p>The customer must sign an On-Bill Financing Program Loan Agreement, Form 14-778, or On-Bill Financing Agreement, Form 14-792 or On-Bill Financing Agreement Third-Party Implemented Projects Form 14-905, or On-Bill Financing Agreement Local Government Institutional Implemented Customer Projects, Form 14-914, or On-Bill Financing Agreement California State Projects, Form 14-928 which specifies all loan repayment obligations and other applicable program requirements.</p>

OBF-2	2	Special Condition, 5. Billing and Collection, b Monthly Payment	The revision was made to eliminate customer confusion regarding bill neutrality, even if other factors change (i.e. Operating Hour Variances, Changes in Energy Costs, Behavioral changes, etc.).	Monthly Payment: <u>The customer will be responsible to repay loans in accordance with the terms and conditions of the OBF Loan Agreement (Form 14-792, 14-905, 14-914 or 14-928).</u> A fixed monthly loan payment amount due, approximately equal to the average estimated amount of the monthly energy savings which result from the newly installed energy efficient equipment, will <u>The monthly amounts due shall appear as a line item on the customer's bill. The monthly payment amount will be established at the time of the On-Bill Financing Program Loan Agreement initiation. The monthly loan payment amount is based on an estimate of the average annual savings the customer would potentially realize as a result of the installation of the energy efficiency measures. Energy savings are not guaranteed. Further, changes in operating hours, energy costs, behavior, usage, load, etc., will also impact the utility bill.</u>
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PROPOSED REVISIONS TO OBF LOAN AGREEMENTS

The following changes apply to SCE's OBF loan agreements:

Loan Agreement	Sheet	Section	Reason	Revised/Deleted Text
Form 14-778		Entire Form	This form is being withdrawn and has been replaced by Form 14-792, On-Bill Financing Loan Agreement	Entire form is being withdrawn.
Form 14-792 Form 14-905 Form 14-914 Form 14-928	4	Assignment	The revision was made to allow assignment where it's appropriate for all parties involved	Notwithstanding anything herein to the contrary in this OBF Agreement, Customer may not assign its rights or delegate its duties under this the Agreement without SCE's express written consent.

Form 14-914	2	Purchase Money Security Interest	<p>The deletion was made to be consistent with the California State Projects Form 14-928 No Encumbrance section. Similar to Form 14-928, Form 14-914 is used only for loans with governmental agencies. SCE has received feedback from several local governmental agencies that, by statute, SCE may not file a UCC-1 against the government property. SCE also notes that, since OBF has begun, it has not had one default related to a loan with a governmental agency. Based on this fact, and that the provision is overly onerous for local government agencies, SCE proposes to delete the language.</p>	Delete the entire section.
<p>Form 14-792 Form 14-905 Form 14-914</p>	3	Confession of Judgement	<p>The deletion was made due to customer feedback that these provisions were overly onerous. Several customers stated that they could not agree to irrevocably authorize SCE to appear in court on its behalf and confess judgment in advance of any default. In reviewing the provision in the context of the entire Loan Agreement, as well as taking into account the low default rate under the OBF Program, SCE concluded that the provision is onerous and that other provisions allow SCE to protect ratepayer interest.</p>	Delete the entire section.

No cost information is required for this advice filing.

This advice filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule.

TIER DESIGNATION

Pursuant to General Order (GO) 96-B, Energy Industry Rule 5.2, this advice letter is submitted with a Tier 2 designation.

EFFECTIVE DATE

This advice filing will become effective on June 17, 2016, the 30th calendar day after the date filed.

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 submitted to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: EDTariffUnit@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:

Russell G. Worden
Managing Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Facsimile: (626) 302-1197
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover
Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously. In accordance with General Rule 4 of GO 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached R.13-11-005 and GO 96-B service lists. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-4039. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

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

For questions, please contact Joni Key at (626) 302-5394 or by electronic mail at Joni.Key@sce.com.

Southern California Edison Company

/s/ Russell G. Worden
Russell G. Worden

RGW:jk/pc: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: <input checked="" type="checkbox"/> ELC <input type="checkbox"/> GAS <input type="checkbox"/> PLC <input type="checkbox"/> HEAT <input type="checkbox"/> WATER	Contact Person: Darrah Morgan Phone #: (626) 302-2086 E-mail: Darrah.Morgan@sce.com E-mail Disposition Notice to: 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) #: <u>3409-E</u> Tier Designation: <u>2</u>	
Subject of AL: <u>Proposed Modifications to the On-Bill Financing Program and Associated Loan Agreements</u>	
Keywords (choose from CPUC listing): <u>Compliance, Agreements</u>	
AL filing type: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual <input type="checkbox"/> One-Time <input type="checkbox"/> Other	
If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:	
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: _____	
Confidential treatment requested? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Requested effective date: <u>6/17/16</u> No. of tariff sheets: <u>-10-</u>	
Estimated system annual revenue effect: (%): _____	
Estimated system average rate effect (%): _____	
When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).	
Tariff schedules affected: <u>See Attachment A</u>	
Service affected and changes proposed ¹ : _____	
Pending advice letters that revise the same tariff sheets: <u>None</u>	

¹ 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
E-mail: EDTariffUnit@cpuc.ca.gov

Russell G. Worden
Managing Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover
Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 59425-E Revised 59426-E	Schedule OBF-2 Schedule OBF-2	Revised 51597-E Revised 51598-E
Revised Withdrawn	Form 14-778	Revised 58030-E
Revised 59427-E	Form 14-792	Revised 58031-E
Revised 59428-E	Form 14-905	Revised 58032-E
Revised 59429-E	Form 14-914	Revised 58033-E
Revised 59430-E	Form 14-928	Revised 58034-E
Revised 59431-E Revised 59432-E Revised 59433-E	Table of Contents Table of Contents Table of Contents	Revised 58991-E Revised 57253-E Revised 58963-E



Schedule OBF-2
ON-BILL FINANCING PROGRAM

Sheet 1

APPLICABILITY

This Schedule is applicable to eligible Bundled Service, Community Choice Aggregation Service, and Direct Access Customers receiving service under a General Service, Streetlighting or Agricultural and Pumping rate schedule. Schedule OBF-2 is an On-Bill Financing (OBF-2) loan program that provides zero percent interest financing to qualified customers towards the purchase and installation of new energy efficient equipment at the customer's facility. Qualified customers are those customers who meet specified credit criteria and comply with OBF-2 program requirements in accordance with this Schedule and applicable OBF-2 loan agreement. Loans under the OBF loan program will only be available until the earlier of 2025 or when the Commission issues a superseding decision on funding. (T)

TERRITORY

Within the entire territory served by SCE.

RATES

All charges and provisions of the customer's otherwise applicable tariffs shall apply. In addition, a fixed monthly loan payment amount due will appear as a line item on the customer's bill. (T)

SPECIAL CONDITIONS

1. Loan Agreement. The customer must sign an On-Bill Financing Program Loan Agreement, Form 14-792 or On-Bill Financing Agreement Third-Party Implemented Projects Form 14-905, or On-Bill Financing Agreement Local Government Institutional Implemented Customer Projects, Form 14-914, or On-Bill Financing Agreement California State Projects, Form 14-928 which specifies all loan repayment obligations and other applicable program requirements. (T)
2. Incentive Application. The customer or third party implementer must submit an Integrated Demand Side Management Application or other required information for the energy efficiency project, as applicable to the program. OBF-2 funding will only be available for those energy efficiency projects for which incentives and rebates are approved for applicable utility energy efficiency programs.
3. Credit Requirements. Customer must have good credit standing as determined by SCE.

(Continued)

(To be inserted by utility)
Advice 3409-E
Decision _____

Issued by
R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed May 18, 2016
Effective _____
Resolution _____

Schedule OBF-2
ON-BILL FINANCING PROGRAM

Sheet 2

(Continued)

SPECIAL CONDITIONS (Continued)

4. Loan Parameters.

- a. Interest Rate and Fees: Loans will be offered at a 0% annual percentage rate (APR) and no fees will be charged.
- b. Eligible government and institutional OBF-2 customers may bundle multiple service accounts at one or more premises into one customer On-Bill Financing loan. All other eligible OBF-2 customers may bundle multiple service accounts at one premise into one customer OBF-2 loan.

5. Billing And Collection

- a. General Loan Obligation: Customers are responsible for repaying all loan obligations in accordance with the terms and conditions of the On-Bill Financing Program Loan Agreement.
- b. Monthly Payment: The customer will be responsible to repay loans in accordance with the terms and conditions of the OBF Loan Agreement (Form 14-792, 14-905, 14-914 or 14-928). The monthly amount due shall appear as a line item on the customer's bill. The monthly payment amount will be established at the time of the On-Bill Financing Program Loan Agreement initiation. The monthly loan payment is based on an estimate of the average annual savings the customer would potentially realize as a result of the installation of the energy efficiency measures. Energy saving are not guaranteed. Further, changes in operating hours, energy costs, behavior, usage, load, etc., will also impact the utility bill. (T) | (T) | (N) | | (N)
- c. Partial Payments: In instances of customers making partial payments, the partial payment will be applied in equal proportion to the energy charges and the loan obligation, and the customer may be considered in default of both the energy bill and the loan obligation.
- d. Discontinuance: The customer's loan obligation shall be subject to the discontinuance provisions of SCE's Rule 11, Discontinuance and Restoration of Service, Section B, Nonpayment of Bills or Summary Bills.
- e. Late Payment: The customer's loan obligation will not be subject to the late payment charge provision of SCE's Rule 9, Rendering and Payment of Bills.
- f. Accelerated Payment: Payment of the loan obligation can be paid monthly or in one lump sum but otherwise accelerated payments will not be accepted.

(To be inserted by utility)
Advice 3409-E
Decision _____

Issued by
R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed May 18, 2016
Effective _____
Resolution _____



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

Cancelling Revised Cal. PUC Sheet No. Withdrawn
Revised Cal. PUC Sheet No. 58030-E

Sheet 1

ON-BILL FINANCING PROGRAM
LOAN AGREEMENT
FORM 14-778

WITHDRAWN

(To be inserted by utility)

Advice 3409-E
Decision _____

Issued by
R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed May 18, 2016
Effective _____
Resolution _____

**On-Bill Financing Program
Loan Agreement**

This On-Bill Financing (OBF) Program Loan Agreement ("Agreement") is entered into on _____ 20____, (the "Effective Date") by the undersigned customer ("Customer") and Southern California Edison Company ("SCE") (each a "Party," collectively the "Parties"). Customer and the below-named contractor ("Contractor") have contracted for the delivery of energy efficient equipment ("Equipment") to Customer's Service Address ("Project Site" or "Site") and for certain services, including the installation of the Equipment ("Services"), as set forth below (the Equipment and Services are sometimes referred to together herein as the "Work"). Under this Agreement and pursuant to SCE's Schedule OBF, upon completion of the Work by Contractor and acceptance of the Work by Customer, SCE shall provide Customer with zero percent interest financing ("Amount Financed") in the amount set forth below to pay for the Work. Customer agrees to repay SCE the Amount Financed through the Customer's SCE utility bill pursuant to the terms and conditions of this Agreement.

Customer Information:

Customer Name:
Customer is a: <input checked="" type="checkbox"/> one only <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership
Corporate Parent Name (if applicable):
Customer Account #:
Service Account #:
Service Address ("Project Site" or "Site"):
Square Footage of Site:
Time at Service Address: ____ Years ____ Months
Contact Name and Title:
Contact Telephone No.:
Contact Fax No.:
Contact E-Mail Address:

**On-Bill Financing Program
Loan Agreement**

Customer Acceptance: The Customer Acceptance Form requires that Contractor test and find operational and in good working order the Equipment installed by Contractor at the Project Site and certify thereto. Customer shall certify in the Customer Acceptance Form that Contractor has installed the Equipment; that such Equipment is operational and in good working order; and that Customer accepts such Equipment and Services. Customer shall not unreasonably withhold acceptance of the Work. The fully executed Customer Acceptance Form shall be appended to this Agreement as Attachment B.

Rebate Amount: Upon SCE's receipt of the fully executed Customer Acceptance Form, as an incentive for Customer to install the Equipment at Customer's Site, SCE agrees to provide Customer a rebate in the amount of \$_____ in the form of a reduction in the Total Cost set forth in Table 1, in accordance with the terms and conditions set forth in the On-Bill Financing Program Incentive Agreement (the "Incentive"). SCE shall provide the Incentive directly to Contractor on behalf of, and for the benefit of, Customer.

Loan Terms:

Table 2	
Amount Financed (Balance from Table 1):	
Interest Rate:	0%
Fees:	0
Months to Pay:	
Monthly Payment:	

Amount Financed: After SCE's receipt of the fully executed Customer Acceptance Form, SCE shall provide Customer with zero percent interest financing in the amount of the Balance set forth in Table 1 (the Amount Financed in Table 2) for the cost of the Equipment and Services, subject, however, to SCE's right to verify installation and operation of the Equipment. SCE shall provide the Amount Financed directly to Contractor on behalf of, and for the benefit of, Customer.

Verification of Installation: SCE reserves the right to verify the installation and operation of the Equipment at the Project Site at any time. SCE's failure to perform such verification shall not relieve Customer from any obligation or liability under this Agreement. If requested by SCE, Customer agrees to permit SCE or its representative(s) reasonable access to Customer's Site in order to verify installation and operation of the Equipment. Customer agrees to schedule and permit inspection within 30 days of SCE's request for verification. If SCE requests verification, Customer shall not execute the Customer Acceptance Form until after verification is complete and SCE approves the Work. Customer understands that if Customer refuses to participate in any requested verification, SCE will not provide Customer with the Amount Financed and SCE may pursue any remedy available to it by law. Customer also understands that if Customer refuses to participate in any requested inspection after the Amount Financed is provided to Customer, SCE shall have the right to accelerate all amounts due under this Agreement. Customer understands that the California Public Utilities Commission ("CPUC") also reserves the right to verify the Work.

Promise to Pay: Customer promises to pay SCE the Amount Financed in equal monthly installments as set forth in Table 2 (Customer's "Loan Obligation"). The Monthly Payment amount is approximately equal to the average estimated amount of Customer's monthly energy savings as a result of the installation and operation of the Equipment. The first Monthly Payment of Customer's Loan Obligation will appear on Customer's first available SCE utility bill after SCE's receipt of the fully executed Customer Acceptance Form. Customer may pay the Loan Obligation in the monthly installments or pre-pay the Loan Obligation in one lump sum without penalty, but accelerated payments will not be accepted. Customer shall not repay the Loan Obligation to Contractor, and Customer has no obligation to pay the costs of the Work as set forth in Table 1 directly to Contractor.

On-Bill Financing Program Loan Agreement

Manner of Payment: Customer's Monthly Payment amount under this Agreement shall appear as a line item entitled "Energy Efficiency Installment Due" on the monthly SCE utility bill for Customer's Service Account. Customer's Loan Obligation will appear on Customer's monthly SCE utility bill for the number of months set forth in Table 2, or until the Loan Obligation is paid in full by Customer, which ever occurs first. Customer shall make payments to SCE as directed in the SCE utility bill.

Partial Payments: If Customer is unable to make a full payment of the Loan Obligation in any given month, payment arrangements may be made at SCE's sole discretion. Any partial payments will be applied in equal proportion to the energy charges and the Loan Obligation, and the customer may be considered in default of both the energy bill and the Loan Obligation.

Late Payments: No late payment charges or interest will be assessed for delinquent payments on the Loan Obligation. However, SCE may assess late payment charges for delinquent payments of energy charges pursuant to SCE's Rule 9.

Returned Payments: SCE may require payment of a \$7.00 Returned Check Charge for any check returned from the bank unpaid. The Returned Check Charge shall also apply to any forms of payment that are subsequently dishonored. (R)

Discontinuance of Service: Amounts due under this Agreement shall be amounts deemed due under each SCE utility bill to the Customer's Service Account, and a default under this Agreement shall be treated as a default under the Customer's Service Account. Customer's Loan Obligation is subject to the discontinuance provisions of SCE's Rule 11, Discontinuance and Restoration of Service, Section B, Nonpayment of Bills or Summary Bills.

Acceleration: Should Customer discontinue its business at the Service Address set forth in this Agreement, fail to pay the Monthly Payment amount when due, the Service Account is closed or otherwise terminated, the Customer otherwise breaches this Agreement, or if SCE terminates this Agreement, SCE shall have the right to accelerate all amounts of the Loan Obligation due under this Agreement, which shall become immediately due and payable.

Estimated Energy Savings: Customer acknowledges and understands that connected load at Customer's Site may increase if burned out or missing lamps are replaced or if otherwise currently unused equipment is replaced with operating equipment. Customer further acknowledges and understands that changes in operating hours or practices may diminish or otherwise mitigate the benefits of energy efficient new equipment resulting in increased energy use and higher monthly bills. Customer understands that the energy savings are estimates only based on current practices and subject to change. SCE makes no warranty regarding bill savings.

Conflict Between Terms: Should a conflict exist between the main body of this Agreement and the documents appended to this Agreement, the main body of this Agreement shall control.

Modifications: Any change to this Agreement must be in writing and signed by Customer and SCE; except that during any given month, if Customer is unable to make full payment on the Loan Obligation, payment arrangements may be made at SCE's sole discretion without modifying this Agreement in writing.

Term and Termination: This Agreement shall be effective as of the Effective Date, which shall be the date when the Agreement has been executed by all Parties, and, except as otherwise provided herein, shall continue in effect until the Loan Obligation is paid in full.

SCE shall have the right to immediately terminate this Agreement at any time for cause, including but not limited to if SCE determines this Agreement would be inconsistent with, or violate any rule, regulation, or policy of the CPUC or other applicable law.

Assignment: Customer shall not have the right to assign this Agreement.

**On-Bill Financing Program
Loan Agreement**

Notices: All notices required by or in connection with this Agreement shall be in writing and shall be either personally delivered, given by facsimile or e-mail transmission, nationally recognized overnight courier, or first class mail, postage prepaid, to the respective Party as follows:

To SCE:

[Insert information]

To Customer:

[Insert information]

Notices given hereunder shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the Party to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following personal delivery; (b) if mailed, three business days after the date the notice is postmarked; (c) if by facsimile or e-mail, upon electronic confirmation of transmission followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the business day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

Indemnification And Limitation Of Liability: Customer shall indemnify, defend and hold harmless SCE, its parent company, affiliates, and each of their directors, shareholders, invitees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising from, or in connection with, Customer's performance or non-performance of this Agreement, unless caused by the sole negligence or willful misconduct of SCE.

IN NO EVENT SHALL SCE BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF THE OTHER PARTY'S CUSTOMERS OR GOOD WILL, OR LOST REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF. FURTHER, THE AMOUNT OF SCE'S AGGREGATE LIABILITY OR DAMAGES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000).

Waivers: Customer expressly waives any right it may have to assert as a defense to payment of the Loan Obligation any defense or claim Customer may have against the manufacturer(s), dealer(s), supplier(s), Contractor(s), and/or installer(s) of the Equipment or Services.

Customer agrees that SCE has no liability whatsoever concerning (1) the Work, including the quality, safety and/or installation of the Equipment or their fitness for any purpose; (2) the estimated energy savings of the Equipment; (3) the workmanship of Contractor or any third parties; (4) or the installation or use of the Equipment, including but not limited to, the effects of indoor pollutants.

Customer acknowledges and understands that Customer's selection of the Equipment, selection of manufacturer(s), dealer(s), supplier(s), and ownership/maintenance of the Equipment are the Customer's sole responsibility, and the manufacturer(s), dealer(s), supplier(s), Contractor(s) and/or installer(s) of this equipment are not agents or representatives of SCE, and SCE shall have no obligations or liability with regard to the Equipment or Services.

Warranty Disclaimer: SCE MAKES NO WARRANTY WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE OR APPLICATION OF THE EQUIPMENT THAT IS THE SUBJECT OF THIS AGREEMENT.

Applicable Law: This agreement shall be interpreted, governed and construed under the laws of the State of California, without regard to its conflict of law provisions.

**On-Bill Financing Program
Loan Agreement**

Tax Liability: Customer understands that SCE is not responsible for any tax liability, if any at all, imposed on Customer in connection with the transactions under this Agreement.

Miscellaneous:

Portions of this program are funded by California utility ratepayers and administered by SCE under the auspices of the California Public Utilities Commission, through a contract awarded to Contractor. By choosing to participate in the On-Bill Financing program, Customer is not obligated to purchase any additional services or measures offered by Contractor not specified in this Agreement.

Customer is responsible for complying with all applicable federal/state/county/city laws and regulations, property owner requirements regarding local conditions, restrictions, codes, ordinances, and rules regarding the installation and operation of the Equipment.

This Agreement, and the Equipment and Services authorized herein, shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

Entire Agreement: This agreement contains the entire agreement and understanding between Customer and SCE and merges and supersedes all prior representations and discussions between the Parties pertaining to its subject matter. This Agreement shall not supersede the On-Bill Financing Program Incentive Agreement entered into by Customer.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the others that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer's Authorized Representative, if not the legal owner of the Site, represents and warrants that he/she has obtained the permission of the legal owner of the Site to purchase and install the Equipment that is the subject of this Agreement.

Customer:
Authorized Representative:
Title:
Signature:
Date:
Business Address:
Telephone No.
Fax No.
E-Mail Address:

Southern California Edison Company
Authorized Representative:
Title:
Signature:
Date:
Business Address:
Telephone No.
Fax No.
E-Mail Address:



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

Revised Cal. PUC Sheet No. 59427-E
Cancelling Revised Cal. PUC Sheet No. 58031-E

Sheet 1

ON-BILL FINANCING AGREEMENT

Form 14-792

(To be inserted by utility)
Advice 3409-E
Decision _____

Issued by
R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed May 18, 2016
Effective _____
Resolution _____

On-Bill Financing Agreement

This On-Bill Financing Agreement ("OBF Agreement") is entered into on _____ 20____, (the "Effective Date") by and between the undersigned customer ("Customer") and Southern California Edison Company ("SCE") (each a "Party," collectively the "Parties").

Recitals

1. Customer and SCE entered into the Energy Management Solutions Incentives Application for Business Customers on or about _____, 20__ and if applicable, the Customized Solutions Agreement (individually or collectively referred to as "EMS Agreement"), which is/are attached hereto and incorporated herein by reference.
2. Customer owns, leases or rents the property listed in the EMS Agreement as the Site and maintains a service account(s) with SCE for electric service. Customer has completed installation of eligible energy efficient equipment ("Equipment") at the Site as set forth in the EMS Agreement and has accepted the equipment as being operational and in good working order.
3. In Decision 12-11-015, the California Public Utilities Commission authorized SCE to provide zero-percent interest financing for the installation of certain energy efficient equipment, which is to be repaid over a specified period through the Customer's electric utility bill(s) ("On-Bill Financing").
4. Customer desires to enter into this OBF Agreement in order to participate in SCE's On-Bill Financing program and Customer agrees to repay SCE the Amount Financed (as defined under "Loan Terms", below) through the Customer's SCE utility bill(s) pursuant to the terms and conditions of this OBF Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Terms and Conditions

Defined Terms: Except as the context otherwise requires, capitalized terms used in this OBF Agreement without definition shall have the same meanings as are set forth in the EMS Agreement.

Amount Financed: Within thirty (30) days after the Effective Date, SCE will provide a payment for the Amount Financed to Customer or to a third-party payee designated by Customer under the Loan Terms, below. Customer's designation of a third-party payee may not be changed or revoked.

Loan Terms:

Amount Financed ("Amount Financed") :	\$ _____ .00
Interest Rate:	0%
Fees:	0
Months to Pay:	
First Month Payment	
Remaining Monthly Payments:	\$
Service Account to be Billed: ¹	
Designated Third-Party Payee (if any):	
Address of Designated Third-Party Payee:	

¹ If more than one Service Account will be billed, information regarding the Service Account number and monthly payment is included in Schedule A attached.

Promise to Pay: Customer promises to pay SCE the Amount Financed in equal monthly installments as set forth in the section above and/or Schedule A (Customer's "Loan Obligation"). The first Monthly Payment of Customer's Loan Obligation will appear within sixty (60) days from the Effective Date on Customer's SCE utility bill(s) for the Service Account(s) listed above.

Manner of Payment: Customer's Monthly Payment amount will appear as a line item labeled "EE/OBF Installment Charge" on the monthly SCE utility bill(s) for Customer's Service Account(s). **Customer may pay the Loan Obligation in the monthly installments or pre-pay the Loan Obligation in one lump sum without penalty, but pre-payments for less than the remaining balance will not be allowed.** Customer's Loan Obligation will appear on Customer's monthly SCE utility bill(s) for the number of months set forth above, or until the Loan Obligation is paid in full by Customer, whichever occurs first. Customer shall make payments to SCE as directed in the SCE utility bill(s).

Partial Payments: If Customer is unable to make a full payment of the Loan Obligation in any given month, payment arrangements may be made at SCE's sole discretion. Any partial payments will be applied in equal proportion to the energy charges and the Loan Obligation, and Customer will be considered to be delinquent and in default of both the energy bill and the Loan Obligation.

Late Payments: No late payment charges or interest will be assessed for delinquent payments on the Loan Obligation. However, SCE may assess late payment charges for delinquent payments of energy charges pursuant to SCE's Rule 9 which is incorporated herein by reference.

Returned Payments: SCE may require payment of a \$7.00 Returned Check Charge for any check returned from Customer's financial institution unpaid. The Returned Check Charge will also apply to any forms of payment that are subsequently dishonored.

Discontinuance of Service: Amounts due under this OBF Agreement will be amounts deemed due under each SCE utility bill to the Customer's Service Account(s), and a default under this OBF Agreement will be treated as a default under the Customer's Service Account(s). Customer's Loan Obligation is subject to the discontinuance provisions of SCE's Rule 11, Discontinuance and Restoration of Service, Section B, Nonpayment of Bills or Summary Bills which is incorporated herein by reference.

Breach and Acceleration: Any breach by Customer under the EMS Agreement or this OBF Agreement shall constitute a breach under all of the above referenced agreements. For purposes herein, SCE may determine the OBF Agreement to be breached and Customer to be in default if Customer: (1) sells, assigns or otherwise transfers ownership, possession or title of the Site or the Equipment, (2) fails to pay the Monthly Payment amount when due, (3) closes, discontinues or otherwise causes the termination of the Service Account(s), or (4) otherwise breaches this OBF Agreement and/or the EMS Agreement, and the breach is not cured as specified therein. Notwithstanding anything to the contrary in the EMS Agreement, a breach and default as set forth in this section shall not be subject to any additional cure period. Following a breach as set forth in this section, SCE shall have the right to declare the entire unpaid balance of the Loan Obligation immediately due and payable.

Purchase Money Security Interest: Customer hereby agrees that SCE may, but is not obligated to, file a UCC-1 ("Financing Statement") against the Equipment to secure Customer's obligation to repay the Amount Financed. Customer agrees to execute any and all documents in connection with the Financing Statement in order for SCE to perfect its security interest in the Equipment. Customer agrees that SCE is not waiving any of its rights of recovery as against the Customer should SCE elect to file a Financing Statement.

(D)

Modification: Any change to this OBF Agreement must be in writing and signed by Customer and SCE; except that during any given month, if Customer is unable to make full payment on the Loan Obligation, payment arrangements may be made at SCE's sole discretion without modifying this OBF Agreement in writing. Any written modification or amendment will not be effective unless and until signed by SCE or such condition is waived by SCE in its sole and absolute discretion.

Term and Termination: It is the Parties intent that the term of this OBF Agreement and the EMS Agreement run concurrently. Therefore, the OBF Agreement shall continue in effect until the Loan Obligation is paid in full.

Assignment: Notwithstanding anything herein, Customer may not assign its rights or delegate its duties under this Agreement without SCE's express written consent.

(T)
(T)

Additional Representations: Each person signing this OBF Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this OBF Agreement on behalf of Customer, and to perform their obligations under this OBF Agreement. Customer further represents and warrants that if it is a legal entity, it is in good standing in its state of formation.

Miscellaneous: Except as otherwise specifically provided herein, all terms, provisions, covenants, representations, warranties, agreements and conditions of the EMS Agreement shall remain unchanged and in full force and effect. Should a conflict exist between this OBF Agreement, the EMS Agreement and the documents incorporated by reference, this OBF Agreement shall control. This OBF Agreement shall be construed and interpreted in accordance with, and shall be governed and enforced in all respects according to, the laws of the State of California. This OBF Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. If any one or more of the provisions contained in this OBF Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then this OBF Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein and all other provisions of this OBF Agreement shall be construed to remain fully valid, enforceable and binding on the parties. The Recitals set forth above are hereby incorporated herein by reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this OBF Agreement as of the Effective Date.

Customer:

Southern California Edison Company:

Authorized Representative:

Authorized Representative:

Title:

Title:

Signature:

Signature:

Date:

Date:

Business Address:

Business Address:

Telephone No.

Telephone No.

Fax No.

Fax No.

E-Mail Address:

E-Mail Address:



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

Revised Cal. PUC Sheet No. 59428-E
Cancelling Revised Cal. PUC Sheet No. 58032-E

Sheet 1

On-Bill Financing Agreement
Third-Party Implemented Projects

Form 14-905

(To be inserted by utility)
Advice 3409-E
Decision _____

Issued by
R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed May 18, 2016
Effective _____
Resolution _____

On-Bill Financing Agreement Third-Party Implemented Projects

This On-Bill Financing Agreement ("OBF Agreement") is entered into on _____ 20____, (the "Effective Date") by and between the undersigned customer ("Customer") and Southern California Edison Company ("SCE") (each a "Party," collectively the "Parties").

Recitals

1. Customer and SCE entered into the Customer Agreement 2013-2014 Standard Third Party Implemented Program on or about _____, 20____ ("Third Party Agreement"), which is/are attached hereto and incorporated herein by reference.
2. Customer owns leases or rents the property(s) listed in the Customer Information section of the Third Party Agreement ("Site") and maintains a service account(s) with SCE for electric service. Customer has completed installation of eligible energy efficient equipment ("Equipment") at the Site(s) as set forth in the Third Party Agreement and has accepted the Equipment as being operational and in good working order.
3. In Decision 12-11-015, the California Public Utilities Commission authorized SCE to provide zero-percent interest financing for the installation of certain energy efficient equipment, which is to be repaid over a specified period through the Customer's electric utility bill(s) ("On-Bill Financing").
4. Customer desires to enter into this OBF Agreement in order to participate in SCE's On-Bill Financing program and Customer agrees to repay SCE the Amount Financed (as defined under "Loan Terms" below) through the Customer's SCE utility bill(s) pursuant to the terms and conditions of this OBF Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Terms and Conditions

Defined Terms: Except as the context otherwise requires, capitalized terms used in this OBF Agreement without definition shall have the same meanings as are set forth in the Third Party Agreement.

Amount Financed: Within thirty (30) days after the Effective Date, SCE will provide a payment for the Amount Financed to Customer or to a third-party payee designated by Customer under the Loan Terms, below. Customer's designation of a third-party payee may not be changed or revoked.

Loan Terms:

Amount Financed ("Amount Financed") :	\$ _____ .00
Interest Rate:	0%
Fees:	0
Months to Pay:	
First Month Payment	
Remaining Monthly Payments:	\$
Service Account to be Billed ¹ :	
Designated Third-Party Payee (if any):	
Address of Designated Third-Party Payee:	

¹ If more than one Service Account will be billed, information regarding the Service Account number and monthly payment is included in Schedule A attached.

Promise to Pay: Customer promises to pay SCE the Amount Financed in equal monthly installments as set forth in the section above and/or Schedule A (Customer's "Loan Obligation"). The first Monthly Payment of Customer's Loan Obligation will appear within sixty (60) days from the Effective Date on Customer's SCE utility(s) bill for the Service Account(s) listed above.

Manner of Payment: Customer's Monthly Payment amount will appear as a line item labeled "EE/OBF Installment Charge" on the monthly SCE utility bill(s) for Customer's Service Account(s). Customer may pay the Loan Obligation in the monthly installments or pre-pay the Loan Obligation in one lump sum without penalty, but pre-payments for less than the remaining balance will not be allowed. Customer's Loan Obligation will appear on Customer's monthly SCE utility bill(s) for the number of months set forth above, or until the Loan Obligation is paid in full by Customer, whichever occurs first. Customer shall make payments to SCE as directed in the SCE utility bill(s).

Partial Payments: If Customer is unable to make a full payment of the Loan Obligation in any given month, payment arrangements may be made at SCE's sole discretion. Any partial payments will be applied in equal proportion to the energy charges and the Loan Obligation, and Customer will be considered to be delinquent and in default of both the energy bill and the Loan Obligation.

Late Payments: No late payment charges or interest will be assessed for delinquent payments on the Loan Obligation. However, SCE may assess late payment charges for delinquent payments of energy charges pursuant to SCE's Rule 9 which is incorporated herein by reference.

Returned Payments: SCE may require payment of a \$7.00 Returned Check Charge for any check returned from Customer's financial institution unpaid. The Returned Check Charge will also apply to any forms of payment that are subsequently dishonored.

Discontinuance of Service: Amounts due under this OBF Agreement will be amounts deemed due under each SCE utility bill to the Customer's Service Account(s), and a default under this OBF Agreement will be treated as a default under the Customer's Service Account(s). Customer's Loan Obligation is subject to the discontinuance provisions of SCE's Rule 11, Discontinuance and Restoration of Service, Section B, Nonpayment of Bills or Summary Bills which is incorporated herein by reference.

Breach and Acceleration: Any breach by Customer under the Third Party Agreement or this OBF Agreement shall constitute a breach under all of the above referenced agreements. For purposes herein, SCE may determine the OBF Agreement to be breached and Customer to be in default if Customer: (1) sells, assigns or otherwise transfers ownership, possession or title of the Site(s) or the Equipment, (2) fails to pay the Monthly Payment amount when due, (3) closes, discontinues or otherwise causes the termination of the Service Account(s), or (4) otherwise breaches this OBF Agreement and/or the Third Party Agreement, and the breach is not cured as specified therein. Notwithstanding anything to the contrary in the Third Party Agreement, a breach and default as set forth in this section shall not be subject to any additional cure period. Following a breach as set forth in this section, SCE shall have the right to declare the entire unpaid balance of the Loan Obligation immediately due and payable.

Purchase Money Security Interest: Customer hereby agrees that SCE may, but is not obligated to, file a UCC-1 ("Financing Statement") against the Equipment to secure Customer's obligation to repay the Amount Financed. Customer agrees to execute any and all documents in connection with the Financing Statement in order for SCE to perfect its security interest in the Equipment. Customer agrees that SCE is not waiving any of its rights of recovery as against the Customer should SCE elect to file a Financing Statement.

(D)

Modification: Any change to this OBF Agreement must be in writing and signed by Customer and SCE; except that during any given month, if Customer is unable to make full payment on the Loan Obligation, payment arrangements may be made at SCE's sole discretion without modifying this OBF Agreement in writing. Any written modification or amendment will not be effective unless and until signed by SCE or such condition is waived by SCE in its sole and absolute discretion.

Term and Termination: It is the Parties intent that the term of this OBF Agreement and the Third Party Agreement run concurrently. Therefore, the OBF Agreement shall continue in effect until the Loan Obligation is paid in full.

Assignment: Notwithstanding anything herein, customer may not assign its rights or delegate its duties under this Agreement with SCE's express written consent.

(T)
(T)

Additional Representations: Each person signing this OBF Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this OBF Agreement on behalf of Customer, and to perform their obligations under this OBF Agreement. Customer further represents and warrants that if it is a legal entity, it is in good standing in its state of formation.

Miscellaneous: Except as otherwise specifically provided herein, all terms, provisions, covenants, representations, warranties, agreements and conditions of the Third Party Agreement shall remain unchanged and in full force and effect. Should a conflict exist between this OBF Agreement, the Third Party Agreement and the documents incorporated by reference, this OBF Agreement shall control. This OBF Agreement shall be construed and interpreted in accordance with, and shall be governed and enforced in all respects according to, the laws of the State of California. This OBF Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. If any one or more of the provisions contained in this OBF Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then this OBF Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein and all other provisions of this OBF Agreement shall be construed to remain fully valid, enforceable and binding on the parties. The Recitals set forth above are hereby incorporated herein by reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this OBF Agreement as of the Effective Date.

Customer:

Southern California Edison Company:

Authorized Representative:

Authorized Representative:

Title:

Title:

Signature:

Signature:

Date:

Date:

Business Address:

Business Address:

Telephone No.

Telephone No.

Fax No.

Fax No.

E-Mail Address:

E-Mail Address:

SCHEDULE A

Customer Name: _____

OBF Loan Number: _____

Site Service Account Number	OBF Billing Repayment Service Account Number	1st Monthly OBF Loan Payment	Remaining Monthly OBF Loan Payments
X-XXX-XXXX-XX	X-XXX-XXXX-XX	\$XX.XX	\$XXX.XX per month for X months
Total Monthly Repayment		\$XX.XX	\$XXX.XX per month for X months



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

Revised Cal. PUC Sheet No. 59429-E
Cancelling Revised Cal. PUC Sheet No. 58033-E

Sheet 1

On-Bill Financing Agreement
Local Government/Institutional Customer Projects

Form 14-914

(To be inserted by utility)

Advice 3409-E

Decision _____

Issued by

R.O. Nichols

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed May 18, 2016

Effective _____

Resolution _____

On-Bill Financing Agreement Local Government/Institutional Customer Projects

This On-Bill Financing Agreement ("OBF Agreement") is entered into on _____, 20____, (the "Effective Date") by and between the undersigned customer ("Customer") and Southern California Edison Company ("SCE") (each a "Party," collectively the "Parties").

Recitals

1. Customer and SCE entered into the Energy Management Solutions Incentives Application for Business Customers on or about _____, 20__ and if applicable, the Customized Solutions Agreement (individually or collectively referred to as "EMS Agreement"), which is/are attached hereto and incorporated herein by reference.
2. Customer owns, leases or rents the property(s) listed in the EMS Agreement as the Site(s) and maintains a service account(s) with SCE for electric service. Customer has completed installation of eligible energy efficient equipment ("Equipment") at the Site(s) as set forth in the EMS Agreement and has accepted the equipment as being operational and in good working order.
3. In Decision 12-11-015, the California Public Utilities Commission authorized SCE to provide zero-percent interest financing for the installation of certain energy efficient equipment, which is to be repaid over a specified period through the Customer's electric utility bill(s) ("On-Bill Financing").
4. Customer desires to enter into this OBF Agreement in order to participate in SCE's On-Bill Financing program and Customer agrees to repay SCE the Amount Financed (as defined under "Loan Terms", below) through the Customer's SCE utility bill(s) pursuant to the terms and conditions of this OBF Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Terms and Conditions

Defined Terms: Except as the context otherwise requires, capitalized terms used in this OBF Agreement without definition shall have the same meanings as are set forth in the EMS Agreement.

Amount Financed: Within thirty (30) days after the Effective Date, SCE will provide a payment for the Amount Financed to Customer or to a third-party payee designated by Customer under the Loan Terms, below. Customer's designation of a third-party payee may not be changed or revoked.

Loan Terms:

Amount Financed ("Amount Financed") :	\$ _____ .00
Interest Rate:	0%
Fees:	0
Months to Pay:	
First Month Payment	
Remaining Monthly Payments:	\$
Service Account to be Billed ¹ :	
Designated Third-Party Payee (if any):	
Address of Designated Third-Party Payee:	

¹ If more than one Service Account will be billed, information regarding the Service Account number and monthly payment is included in Schedule A attached.

Promise to Pay: Customer promises to pay SCE the Amount Financed in equal monthly installments as set forth in the section above and/or Schedule A (Customer's "Loan Obligation"). The first Monthly Payment of Customer's Loan Obligation will appear within sixty (60) days from the Effective Date on Customer's SCE utility bill(s) for the Service Account(s) listed above. The Parties expressly acknowledge and agree that funding for the OBF Loan Obligation repayment shall not be raised by the levy of additional taxes but shall instead be obtained by Customer's savings in energy costs paid for solely by the loan proceeds. The Parties further acknowledge and agree that energy savings from conservation measures are not susceptible to precise calculation and actual savings may vary according to weather and utility rates, among other things. Therefore Customer's energy savings have been determined at the outset of this Agreement and calculated by comparing estimates of energy usage for the facilities in question with and without the conservation measure, as set forth specifically in the EMS Agreement. Customer's actual future energy savings are not guaranteed and the OBF Loan Obligation must be repaid in full irrespective of actual future SCE utility bill(s) amounts.

Manner of Payment: Customer's Monthly Payment amount will appear as a line item labeled "EE/OBF Installment Charge" on the monthly SCE utility bill(s) for Customer's Service Account(s). **Customer may pay the Loan Obligation in the monthly installments or pre-pay the Loan Obligation in one lump sum without penalty, but pre-payments for less than the remaining balance will not be allowed.** Customer's Loan Obligation will appear on Customer's monthly SCE utility bill(s) for the number of months set forth above, or until the Loan Obligation is paid in full by Customer, whichever occurs first. Customer shall make payments to SCE as directed in the SCE utility bill(s).

Partial Payments: If Customer is unable to make a full payment of the Loan Obligation in any given month, payment arrangements may be made at SCE's sole discretion. Any partial payments will be applied in equal proportion to the energy charges and the Loan Obligation, and Customer will be considered to be delinquent and in default of both the energy bill and the Loan Obligation.

Late Payments: No late payment charges or interest will be assessed for delinquent payments on the Loan Obligation. However, SCE may assess late payment charges for delinquent payments of energy charges pursuant to SCE's Rule 9 which is incorporated herein by reference.

Returned Payments: SCE may require payment of a \$7.00 Returned Check Charge for any check returned from Customer's financial institution unpaid. The Returned Check Charge will also apply to any forms of payment that are subsequently dishonored.

Discontinuance of Service: Amounts due under this OBF Agreement will be amounts deemed due under each SCE utility bill to the Customer's Service Account(s), and a default under this OBF Agreement will be treated as a default under the Customer's Service Account(s). Customer's Loan Obligation is subject to the discontinuance provisions of SCE's Rule 11, Discontinuance and Restoration of Service, Section B, Nonpayment of Bills or Summary Bills which is incorporated herein by reference.

Breach and Acceleration: Any breach by Customer under the EMS Agreement or this OBF Agreement shall constitute a breach under all of the above referenced agreements. For purposes herein, SCE may determine the OBF Agreement to be breached and Customer to be in default if Customer: (1) sells, assigns or otherwise transfers ownership, possession or title of the Site(s) or the Equipment unless passed by operation of law to a successor government department or agency that remains a customer of SCE, (2) fails to pay the Monthly Payment amount when due, (3) closes, discontinues or otherwise causes the termination of the Service Account(s), or (4) otherwise breaches this OBF Agreement and/or the EMS Agreement, and the breach is not cured as specified therein. Notwithstanding anything to the contrary in the EMS Agreement, a breach and default as set forth in this section shall not be subject to any additional cure period. To the extent permitted by law, following a breach as set forth in this section, SCE shall have the right to declare the entire unpaid balance of the Loan Obligation immediately due and payable.

(D)

(D)

Modification: Any change to this OBF Agreement must be in writing and signed by Customer and SCE; except that during any given month, if Customer is unable to make full payment on the Loan Obligation, payment arrangements may be made at SCE's sole discretion without modifying this OBF Agreement in writing. Any written modification or amendment will not be effective unless and until signed by SCE or such condition is waived by SCE in its sole and absolute discretion.

Term and Termination: It is the Parties intent that the term of this OBF Agreement and the EMS Agreement run concurrently. Therefore, the OBF Agreement shall continue in effect until the Loan Obligation is paid in full.

Assignment: Notwithstanding anything herein, customer may not assign its rights or delegate its duties under this Agreement without SCE's express written consent. (T)
(T)

Additional Representations: Each person signing this OBF Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this OBF Agreement on behalf of Customer, and to perform their obligations under this OBF Agreement. Customer further represents and warrants that if it is a legal entity, it is in good standing in its state of formation.

Miscellaneous: Except as otherwise specifically provided herein, all terms, provisions, covenants, representations, warranties, agreements and conditions of the EMS Agreement shall remain unchanged and in full force and effect. Should a conflict exist between this OBF Agreement, the EMS Agreement and the documents incorporated by reference, this OBF Agreement shall control. This OBF Agreement shall be construed and interpreted in accordance with, and shall be governed and enforced in all respects according to, the laws of the State of California. This OBF Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. If any one or more of the provisions contained in this OBF Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then this OBF Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein and all other provisions of this OBF Agreement shall be construed to remain fully valid, enforceable and binding on the parties. The Recitals set forth above are hereby incorporated herein by reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this OBF Agreement as of the Effective Date.

Customer:

Southern California Edison Company:

Authorized Representative:

Authorized Representative:

Title:

Title:

Signature:

Signature:

Date:

Date:

Business Address:

Business Address:

Telephone No.

Telephone No.

Fax No.

Fax No.

E-Mail Address:

E-Mail Address:



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

Revised Cal. PUC Sheet No. 59430-E
Cancelling Revised Cal. PUC Sheet No. 58034-E

Sheet 1

On-Bill Financing Agreement
California State Projects

Form 14-928

(To be inserted by utility)

Advice 3409-E

Decision _____

1D6

Issued by

R.O. Nichols

Senior Vice President

(To be inserted by Cal. PUC)

Date Filed May 18, 2016

Effective _____

Resolution _____

On-Bill Financing Agreement California State Projects

This On-Bill Financing Agreement ("OBF Agreement") is entered into on _____ 20____, (the "Effective Date") by and between the undersigned customer ("Customer") and Southern California Edison Company ("SCE") (each a "Party," collectively the "Parties").

Recitals

1. Customer and SCE entered into the Energy Management Solutions Incentives Application for State of California Partnership on or about _____, 20__ and if applicable, the Customized Solutions Agreement for State of California Partnership (individually or collectively referred to as "EMS Agreement"), which is/are attached hereto and incorporated herein by reference.
2. Customer owns, leases or rents the property(s) listed in the EMS Agreement as the Site(s) and maintains a service account(s) with SCE for electric service. Customer has completed installation of eligible energy efficient equipment ("Equipment") at the Site(s) as set forth in the EMS Agreement and has accepted the equipment as being operational and in good working order.
3. In Decision 12-11-015, the California Public Utilities Commission authorized SCE to provide zero-percent interest financing for the installation of certain energy efficient equipment, which is to be repaid over a specified period through the Customer's electric utility bill(s) ("On-Bill Financing").
4. Customer desires to enter into this OBF Agreement in order to participate in SCE's On-Bill Financing program and Customer agrees to repay SCE the Amount Financed (as defined under "Loan Terms", below) through the Customer's SCE utility bill(s) pursuant to the terms and conditions of this OBF Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Terms and Conditions

Defined Terms: Except as the context otherwise requires, capitalized terms used in this OBF Agreement without definition shall have the same meanings as are set forth in the EMS Agreement.

Amount Financed: Within thirty (30) days after the Effective Date, SCE will provide a payment for the Amount Financed to Customer under the Loan Terms, below.

Loan Terms:

Amount Financed ("Amount Financed") :	\$ _____ .00
Interest Rate:	0%
Fees:	0
Months to Pay:	
First Month Payment	
Remaining Monthly Payments:	\$ _____ .00
Service Account to be Billed ¹ :	
Designated Third-Party Payee (if any):	
Address of Designated Third-Party Payee:	

Promise to Pay: Customer promises to pay SCE the Amount Financed in equal monthly installments as set forth in the section above and/or Schedule A (Customer's "Loan Obligation"). The first Monthly Payment of Customer's Loan Obligation will appear within sixty (60) days from the Effective Date on Customer's SCE utility bill(s) for the Service Account(s) listed above.

Customer expressly acknowledges and agrees that this OBF Loan Obligation shall constitute part of Customer's monthly electric utility bill(s). Customer represents and warrants that funding for the OBF Loan Obligation repayment shall be made from Customer's operational budget for utilities. The repayment of the OBF Loan Obligation shall be subject to appropriation by the Legislature of the State of California; however, Customer represents and warrants that it will include a request for repayment of the OBF Loan Obligation in the State's annual budget.

The Parties acknowledge and agree that destruction, theft or material damage to the Equipment shall not constitute cause for voiding or otherwise terminating this Agreement.

Manner of Payment: Customer's Monthly Payment amount will appear as a line item labeled "EE/OBF Installment Charge" on the monthly SCE utility bill(s) for Customer's Service Account(s). **Customer may pay the Loan Obligation in the monthly installments or pre-pay the Loan Obligation in one lump sum without penalty, but pre-payments for less than the remaining balance will not be allowed.** Customer's Loan Obligation will appear on Customer's monthly SCE utility bill(s) for the number of months set forth above, or until the Loan Obligation is paid in full by Customer, whichever occurs first. Customer shall make payments to SCE as directed in the SCE utility bill(s).

Partial Payments: If Customer is unable to make a full payment of the Loan Obligation in any given month, payment arrangements may be made at SCE's sole discretion. Any partial payments will be applied in equal proportion to the energy charges and the Loan Obligation, and Customer will be considered to be delinquent and in default of both the energy bill and the Loan Obligation.

Late Payments: No late payment charges or interest will be assessed for delinquent payments on the Loan Obligation. However, SCE may assess late payment charges for delinquent payments of energy charges pursuant to SCE's Rule 9 which is incorporated herein by reference.

¹ If more than one Service Account will be billed, information regarding the Service Account number and monthly payment is included in Schedule A attached.

Returned Payments: SCE may require payment of a \$7.00 Returned Check Charge for any check returned from Customer's financial institution unpaid. The Returned Check Charge will also apply to any forms of payment that are subsequently dishonored.

Discontinuance of Service: Amounts due under this OBF Agreement will be amounts deemed due under each SCE utility bill to the Customer's Service Account(s), and a default under this OBF Agreement will be treated as a default under the Customer's Service Account(s). Customer's Loan Obligation is subject to the discontinuance provisions of SCE's Rule 11, Discontinuance and Restoration of Service, Section B, Nonpayment of Bills or Summary Bills which is incorporated herein by reference.

Breach and Acceleration: Any breach by Customer under the EMS Agreement or this OBF Agreement shall constitute a breach under all of the above referenced agreements. For purposes herein, SCE may determine the OBF Agreement to be breached and Customer to be in default if Customer: (1) sells, assigns or otherwise transfers ownership, possession or title of the Site(s) or the Equipment unless passed by operation of law to a successor government department or agency that remains a customer of SCE or unless Customer remains a lessee of the Site and a customer of SCE, (2) fails to pay the Monthly Payment amount when due, (3) closes, discontinues or otherwise causes the termination of the Service Account(s), or (4) otherwise breaches this OBF Agreement and/or the EMS Agreement, and the breach is not cured as specified therein. Notwithstanding anything to the contrary in the EMS Agreement, a breach and default as set forth in this section shall not be subject to any additional cure period. Following a breach as set forth in this section, SCE shall have the right to declare the entire unpaid balance of the Loan Obligation immediately due and payable.

No Encumbrance: Notwithstanding any other provision in this OBF Agreement, SCE acknowledges that nothing in this OBF Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Equipment or any part of the buildings, structures or related facilities in which the Equipment is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, SCE agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1. If this Agreement were ever construed or deemed to create any such an encumbrance, then this Agreement shall be junior and subordinate in all respects to the terms and conditions of a lease or indenture related to lease revenue bonds issued by the State Public Works Board or any other issuer of bonds on behalf of the state concerning the Related Facilities entered into in the past, present or future.

Modification: Any change to this OBF Agreement must be in writing and signed by Customer and SCE; except that during any given month, if Customer is unable to make full payment on the Loan Obligation, payment arrangements may be made at SCE's sole discretion without modifying this OBF Agreement in writing. Any written modification or amendment will not be effective unless and until signed by SCE or such condition is waived by SCE in its sole and absolute discretion.

Term and Termination: It is the Parties intent that the term of this OBF Agreement and the EMS Agreement run concurrently. Therefore, the OBF Agreement shall continue in effect until the Loan Obligation is paid in full.

Assignment: Notwithstanding anything herein, customer may not assign its rights or delegate its duties under this Agreement with SCE's express written consent.

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Additional Representations: Each person signing this OBF Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this OBF Agreement on behalf of Customer, and to perform their obligations under this OBF Agreement. Customer further represents and warrants that if it is a legal entity, it is in good standing in its state of formation.

Miscellaneous: Except as otherwise specifically provided herein, all terms, provisions, covenants, representations, warranties, agreements and conditions of the EMS Agreement shall remain unchanged and in full force and effect. Should a conflict exist between this OBF Agreement, the EMS Agreement and the documents incorporated by reference, this OBF Agreement shall control. This OBF Agreement shall be construed and interpreted in accordance with, and shall be governed and enforced in all respects according to, the laws of the State of California. This OBF Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. If any one or more of the provisions contained in this OBF Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then this OBF Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein and all other provisions of this OBF Agreement shall be construed to remain fully valid, enforceable and binding on the parties. The Recitals set forth above are hereby incorporated herein by reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this OBF Agreement as of the Effective Date.

Customer:

Southern California Edison Company:

Authorized Representative:

Authorized Representative:

Title:

Title:

Signature:

Signature:

Date:

Date:

Business Address:

Business Address:

Telephone No.

Telephone No.

Fax No.

Fax No.

E-Mail Address:

E-Mail Address:

SCHEDULE A

Customer Name: _____

OBF Loan Number: _____

Site Service Account Number	OBF Billing Repayment Service Account Number	1st Monthly OBF Loan Payment	Remaining Monthly OBF Loan Payments	
X-XXX-XXXX-XX	X-XXX-XXXX-XX	\$XX.XX	\$XXX.XX per month for X months	
Total Monthly Repayment		\$XX.XX	\$XXX.XX per month for X months	



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(To be inserted by utility)
Advice 3409-E
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Issued by
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Senior Vice President

(To be inserted by Cal. PUC)
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(To be inserted by utility)
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R.O. Nichols
 Senior Vice President

(To be inserted by Cal. PUC)
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