

OPENING BRIEF OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E)

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**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA**

Peter Solomon, dba Regency Homes,)	
)	Case No. C.09-11-009
Complainant,)	
)	(Filed November 20, 2009)
v.)	
)	
Southern California Edison Company,)	
)	
Defendant.)	
)	

OPENING BRIEF OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E)

I.

INTRODUCTION

Peter Solomon dba Regency Homes (“Regency Homes”) contends that Southern California Edison Company (“SCE”) owes Regency Homes \$97,443.37 pursuant to 19 contracts for Extension of Electric Distribution (“Rule 15 Contracts”).

SCE representatives explained to Regency Homes the Refundable and Discount Options, which are also defined in the Rule 15 Contracts and Rule 15 tariff.¹ Regency Homes selected the Refundable Option for 16 contracts and the Discount Option for three contracts.² Each Rule 15 Contract was a CPUC-approved form Rule 15 Contract.³

Regency Homes misinterpreted its basic Rule 15 tariff contractual obligations. Pursuant to Rule 15, SCE correctly computed the amounts that were subject to refund on the applicable projects and paid these to Regency Homes, as well as monthly ownership charges Regency

¹ SCE’s Prepared Testimony, 1:14-15, 2:9-17, 4:2-14. SCE discusses the differences between the Refundable and Discount Options at length in its Prepared Testimony. [SCE’s Prepared Testimony, 5:8-6:26.]

² SCE’s Prepared Testimony, 1:16-17, 5:4-5; Complainants’ Prepared Testimony, Schedule 1, p. 4.

³ SCE’s Prepared Testimony, 1:17-18.

Homes owed to SCE. Regency Homes has failed to meet its burden of proof to establish otherwise. SCE owes Regency Homes no money.

II.

REGENCY HOMES MUST ABIDE BY THE CONTRACT IT SIGNED AND THE REFUNDABLE OPTION IT SELECTED

Regency Homes admits to having erred in choosing the Refundable Option instead of the Discount Option. Tom Hill testified, “In phase 5, we should have chosen the Discount Option, but I made a mistake and selected Refundable Option.”⁴ Mr. Hill further admitted that he did not review the contract for Phase 5 thoroughly before choosing the Refundable Option.⁵ It was not until he reviewed the Phase 5 contract and Appendix A more carefully that Mr. Hill noticed that selecting the Discount Option would have resulted in a larger payment from SCE.⁶

Regency Homes has admitted it selected the Refundable Option. Regency Homes failed to read its contract and chose an option that yielded a smaller payment than what the other option would have provided. In accordance with the contract and the option Regency Homes actually chose, SCE has appropriately accounted for allowances and any applicable refunds. SCE does not owe Regency Homes money simply because Regency Homes wants the money that it would have gotten under the option it failed to select.

III.

REGENCY HOMES MISINTERPRETED RULE 15 CONTRACTUAL OBLIGATIONS AND THE REFUNDABLE OPTION

Regency Homes misinterpreted its basic Rule 15 tariff contractual obligations. SCE has complied with Rule 15 and the Rule 15 Contracts at issue and has correctly computed the amount

⁴ Complainants’ Prepared Testimony, Schedule 1, p. 4; Hearing Transcript, 7:2-4.

⁵ Complainants’ Prepared Testimony, Schedule 1, p. 4; Hearing Transcript, 6:26-7:1.

⁶ Complainants’ Prepared Testimony, Schedule 1, p. 4; Hearing Transcript, 7:5-12.

subject to refund to be paid to Regency Homes. SCE owes Regency Homes no additional refunds.

A. Refunds Apply Only When Additional Revenues Are Generated Above and Beyond Those for Which Allowances Were Based and Granted

Regency Homes believes that it should “receive a full refund if [it] took service within six months of the date SCE was ‘ready to serve’ and...met the requirement of placing a permanent load on the line, producing additional revenue to SCE.”⁷ This belief is incorrect.

Rule 15, Section E.4 and the Rule 15 Contract Section 3.7 both state, “Refunds will be made on the basis of a new customer’s Permanent Load which produces *additional* revenues to SCE.” (Emphasis added.) Allowances were granted to Regency Homes, and the associated revenues upon which the allowances were based were generated. Only if *additional* revenues are generated above and beyond those for which allowances were based and granted would refunds then apply.⁸

Any remaining monies that an Applicant, such as Regency Homes, has advanced will remain in an SCE refundable account, subject to refund, until such time as the Applicant or additional applicants supply additional load to the applicable line extensions within the 10-year contract period.⁹

During the June 14, 2010 hearing, Lisa Ornelas offered a basic example of how refunds work:

[Y]our cost of your project was \$12,470. Edison granted you \$1247 per unit, and you only had 10 units. So, within six months, you paid me \$12,470. I gave you a credit because you met the criteria within Rule 15 that says I’m going to grant you an allowance based on the criteria. I gave you \$1247 of credit, so you gave me no money in advance.

⁷ Complainants’ Prepared Testimony, Schedule 3, p. 6.

⁸ SCE’s Prepared Testimony, 6:2-7.

⁹ SCE’s Prepared Testimony, 6:8-10.

If all that load comes between the ready-to-serve date and the six-month date from that ready-to-serve date—if that permanent load is established (and we’re talking residential units at \$1247 each)—that’s a flat-rate allowance. It’s established in the tariff; it tells you exactly what it is. It’s in your contract, your PCAL, your Appendix A. You will owe nothing...within six months because you’ve established all the load.

If...that project was, oh, let’s say, \$25,000, but you only had 10 homes, I gave you credits for 10 homes. All those 10 homes came online within the six months. Between the \$12,470 and the \$25,000, there’s a difference. That difference sits in a refundable account until you put one more unit on or 10 more units on. You take \$1247 each time you add an additional unit between the six months and the tenth year. You will get your money back. That stays in that refundable account until it is all refunded back to you.

You may never get it all back if no other additional permanent units come online, or no nonresidential load comes online. It will sit there for 10 years.¹⁰

After this example, Regency Homes asked, “[H]ow does somebody get that when nothing additional can really be added on?”¹¹ Ms. Ornelas responded:

Well, sir, sometimes...customers pay the full cost of their line extension, period. There are no more costs to be given back because there are no further connections.¹²

Regency Homes has failed to understand that refunds are not automatic when permanent load is put on the line, generating revenues. For refunds to be issued, revenues generated must be additional, *i.e.*, above and beyond those for which allowances were based and granted.

B. SCE Correctly Computed the Amount of Refundable Construction Costs That SCE Was Obligated to Pay Regency Homes

SCE granted Regency Homes allowances for every single meter on each individual work order per Rule 15, Section C.2. As a result of the granting of these allowances, Regency Homes’

¹⁰ Hearing Transcript, 123:15-124:17.

¹¹ Hearing Transcript, 126:27-28.

¹² Hearing Transcript, 127-1-6.

non-refundable Rule 16 costs were eliminated (*i.e.*, the customer did not have to pay any non-refundable costs up-front), and any excess allowances were then applied to its Rule 15 costs. Effectively, the allowances (which are termed “refunds” after all obligations are cleared) are generally associated with the setting of meters and were given to Regency Homes in advance and applied toward the Rules 15 and 16 cost to serve. Where the allowances did not cover all of the Rule 15 cost to serve, the monies advanced by the applicant, known as a refundable advance, remain in a ledger account until additional revenues are added to the applicable Rule 15 Distribution Line Extension.¹³

In residential communities, such as the one built by Regency Homes, refunds are based on a CPUC-approved flat-rate allowance per Permanent Residential Service meter or residential dwelling unit. As stated in Rule 15, Section D.5, the items that are refundable are SCE’s total estimated installed cost, including ITCC, cable, and the value of the substructures installed by the Applicant and deeded to SCE as required for the Distribution Line Extension (including transformers, and excluding betterments).¹⁴

It is important to note that where the Applicants costs to serve has increased and where SCE’s residential allowances per meter have decreased (per CPUC approval), the Applicant may have to pay more of a refundable advance because the cost to serve will not be covered, as in prior years, with a residential allowance that was higher.¹⁵

Here, Regency Homes provided SCE satisfactory evidence that the criteria required to grant allowances per Rule 15 were met. In some instances, SCE residential allowances were greater, thus reducing Regency Homes’ advances. In any event, because there were allowances granted in advance, Regency Homes essentially received its refunds in advance, which offset its Rule 15 and 16 costs that are to be paid in advance of SCE’s completion of the project. If any of these meters were not set within six months of SCE’s ready-to-serve date period, where

¹³ SCE’s Prepared Testimony, 8:4-12.

¹⁴ SCE’s Prepared Testimony, 9:6-11.

¹⁵ SCE’s Prepared Testimony, 9:1-4.

allowances have been granted, deficit billing for these allowances would occur, and the remaining monies will sit in a refundable account for the term of the contract.¹⁶ [Rule 15, Section D.7.a.]

Where there are refundable monies remaining, there is a potential for additional refunds, but such refunds will not occur until permanent load which produces additional revenue is brought onto the applicable Rule 15 line extension. Additional load can take a variety of forms, such as water/sewer pumps, additional homes, residential or commercial developments, etc. that are attached or take power from the Distribution Line Extension that Regency Homes installed. If no permanent load that produces additional revenue is installed on the line extensions that Regency Homes installed, there will not be any additional refunds. Pursuant to Rule 15, Paragraph E.3, refunds for additional load are available for a 10-year period.¹⁷

SCE correctly computed the amounts subject to refund and paid to Regency Homes in accordance with Rule 15 and the Rule 15 Contracts at issue. SCE owes Regency Homes no additional refunds.

C. SCE Correctly Issued a Refund on the Well Pump

Again, contrary to Rule 15, Regency Homes seems to believe that, once all the planned meters on a work order are energized, all remaining refundable amounts should be returned. This is not the case, as explained above. Any balances of the amount subject to refund for the applicable projects will remain in an SCE refundable account until such time as Regency Homes or additional applicants (individual residential or commercial applicants or developments) add permanent load to the applicable line extensions within the 10-year contract period.

In fact, some additional load has been added in the Victoria Falls subdivision that has resulted in additional refunds to Regency Homes. In April 2010, a commercial meter (a pump)

¹⁶ SCE's Prepared Testimony, 10:1-5.

¹⁷ SCE's Prepared Testimony, 10:6-14.

generated sufficient revenue to result in a refund of \$43,212.56.¹⁸ The total remaining refundable amounts on all of Regency Homes' active work orders currently stands at \$36,536.15.¹⁹

During the June 14, 2010 hearing, Regency Homes entered into evidence an unauthenticated e-mail dated May 24, 2010 written by Brian Fogg of the Coachella Valley Water District, which stated that Well 4509-1 located at 30 Victoria Falls Drive was placed online in October 2003.²⁰ This well was not on SCE's original sequence list, nor did Regency Homes inform SCE of this well, so SCE did not have knowledge of this well until a field verification was completed at a later date.²¹ SCE issued the \$43,212.56 check in April 2010 when this well generated sufficient revenue to result in a refund.

ALJ MacDonald asked whether SCE would pay interest if SCE failed to issue a refund check within 90 days after the date of first service to new permanent loads.²² Loring Fiske-Phillips testified that refunds do not accrue interest.²³

The Preliminary Statement in SCE's tariff rules provides, "No interest will be paid by SCE unless it is specifically provided for in the tariff schedules, or ordered by the Public Utilities Commission, except as otherwise provided by federal Public Law 97-177."²⁴

Rule 15²⁵ and SCE's CPUC-approved form Rule 15 Contracts²⁶ are consistent in stating that payments and refunds shall be made without interest. No SCE tariff schedule states that any interest must be paid with regard to refunds, nor has the CPUC ordered that interest be paid.

¹⁸ Allowances and refunds for non-residential loads are based on a revenue-supported methodology and not a flat-rate allowance

¹⁹ SCE's Prepared Testimony, 12:30-13:3.

²⁰ Complainants' Exhibit 7.

²¹ Hearing Transcript, 160:18-161:5, 173:23-28, 174:13-18.

²² Hearing Transcript, 172:4-10.

²³ Hearing Transcript, 172:11-15.

²⁴ Preliminary Statement, E.2.

²⁵ "Refunds will be made *without interest* within ninety (90) days after the date of first service to new permanent loads, except that refunds may be accumulated to a \$50 minimum or the total refundable balance, if less than fifty dollars (\$50)." [Rule 15.E.7 (emphasis added).]

SCE correctly issued the refund on the well pump and owes Regency Homes no interest.

D. Regency Homes Cannot Fault SCE for Regency Homes' Own Shortcomings

Regency Homes is no stranger to the residential development and construction business. Tom Hill has over 34 years of experience in accounting and in the construction field.²⁷ Robert Landgrebe has over 30 years of construction management experience and has been employed by Regency Homes for 21 years.²⁸ And Peter Solomon, owner of Regency Homes, has been a homebuilder and developer in the Coachella Valley for 25 years.²⁹

Regency Homes has complained repeatedly that it never received Rule 15 from SCE. This grievance rings hollow. Regency Homes has admitted that it did not review its contracts thoroughly.³⁰ The language used in the Rule 15 Contracts (Forms 16-330 and 16-331) is Rule 15 verbatim or substantially similar to that in Rule 15. Further, Rule 15 is available to all customers on SCE's website, along with every other tariff that governs SCE's practice.³¹

Regency Homes further protests that it had no idea when its lines were energized. However, it is common knowledge in the industry that, when a pie plate is placed over the meter socket, the line is energized.³² Feeling vibrations on the side of a transformer casing would also indicate a line is energized.³³ With a combined 89 years of experience in this industry, it is

Continued from the previous page

²⁶ “The total refundable amount shall be subject to refund, without interest, in accordance with the provisions of Rule 15.” [Forms 16-330 and 16-331, § 3.7 (emphasis added).] “If at any time during the term of this Contract, SCE is not the sole deliverer of electrical requirements for the Project, this Contract may be terminated. Upon termination of the Contract, Applicant agrees to forfeit that portion of the advance paid to SCE for its expenses covering any engineering, surveying, right of way acquisition and other associated work incurred by SCE. If such expenses are greater or less than the refundable and/or non-refundable advance, Applicant shall pay to SCE, or SCE shall refund the balance to Applicant, *without interest*, as the case may be.” [Forms 16-330 and 16-331, § 3.11 (emphasis added).]

²⁷ Complainants' Prepared Testimony, Schedule 1, p. 1.

²⁸ Complainants' Prepared Testimony, Schedule 2, p. 1.

²⁹ Complainants' Prepared Testimony, Schedule 3, p. 1.

³⁰ Complainants' Prepared Testimony, Schedule 1, p. 4; Hearing Transcript, 6:26-7:1.

³¹ Hearing Transcript, 146:2-9.

³² Hearing Transcript, 147:6-12, 148:25-149:8.

³³ Hearing Transcript, 147:13-18.

difficult to imagine that Regency Homes would not have been able to tell when its lines were energized.

IV.

CONCLUSION

Regency Homes misinterpreted its Rule 15 contractual obligations and made an error in business judgment. SCE complied with Rule 15 and the Rule 15 contracts, correctly computing the amount subject to refund and paid to Regency Homes, as well as monthly ownership charges Regency Homes owed to SCE. Regency Homes has failed to meet its burden of proof to establish otherwise.

For the reasons stated above, Regency Homes should take nothing by its Complaint.

Respectfully submitted,

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Dated: **July 26, 2010**

PRELIMINARY STATEMENT



Southern California Edison
Rosemead, California

Revised Cal. PUC Sheet No. 22909-E
Cancelling Revised Cal. PUC Sheet No. 11432-E

PRELIMINARY STATEMENT

Sheet 1

A. Territory Served

Southern California Edison Company (SCE) supplies electric service in all or portions of the following fifteen counties in central and southern California:

Fresno	Los Angeles,	Riverside
Imperial	including Santa Catalina Island	San Bernardino
Inyo	Madera	Santa Barbara
Kern	Mono	Tulare
Kings	Orange	Tuolumne
		Ventura

The territory in which each schedule is applicable is described on the schedule and by Service Area Maps.

B. Description of Service

Detailed description of service is given under Rule 2.

C. Procedure to Obtain Service

Any person can obtain service from SCE by making application in accordance with Rule 3 and, if required, by signing a contract in accordance with Rule 4. Each applicant will be required to satisfactorily establish credit. Where an extension of SCE's lines is necessary or a substantial investment is required to supply service, applicant will be informed as to the conditions under which service will be supplied. Applicants for service must conform to and comply with SCE's tariff schedules.

D. Establishment of Credit and Deposits

As set forth in Rule 6, credit may be established as follows:

1. By providing satisfactory credit information,
2. By furnishing a qualified guarantor, or
3. By making a deposit in an amount consistent with Rule 7.

E. General

1. Measurement. Measurement will be made by use of standard electric meters operated in compliance with Commission-approved standards.
2. Interest. No interest will be paid by SCE unless it is specifically provided for in the tariff schedules, or ordered by the Public Utilities Commission, except as otherwise provided by federal Public Law 97-177.

(Continued)

(To be inserted by utility)
Advice 1268-E-B
Decision 97-10-087

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed May 11, 1998
Effective Jan 4, 1998
Resolution _____



PRELIMINARY STATEMENT

Sheet 2

(Continued)

E. General (Continued)

3. Discounts. No discounts are allowed from bills, or minimum charges, except as specifically provided in certain schedules; and, no discount on bills is allowed in consideration of advance payment or prompt payment of bills by customers.

4. Service Guarantee Program

(D)
(L)(T)

SCE shall provide the following four service guarantees to its electric customers and provide a \$30 credit when these service guarantees are not met. Unless otherwise stated below, the four service standards apply only to active service accounts served under the Residential, General Service and Industrial, or Agricultural and Pumping rate schedules.

a. Missed Appointments

When an appointment for a field service visit is made with a customer for a specific appointment time, and the customer's presence is required for establishing new service, a billing inquiry, or meter installation, SCE will arrive at the agreed upon appointment within 30 minutes before or after the scheduled time. The criterion for receiving a service guarantee credit does not include the expected or actual outcome of the scheduled appointment and is based solely on the arrival time of the SCE representative in relation to the agreed-upon appointment time (i.e., plus or minus thirty minutes). In the event SCE is aware in advance that an appointment will be missed, SCE will, if feasible, attempt to notify the customer.

Exceptions:

(1) There is a need for the field service representative to respond to an immediate response event (such as a car power pole accident or wire down). However, at the customer's request, SCE will credit a customer for a missed appointment if SCE's internal investigation confirms that the same appointment was missed more than once in order to respond to an immediate emergency.

(2) See also General Exceptions

(L)

(Continued)

(To be inserted by utility)

Advice 2344-E

Decision _____

2012

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed May 18, 2009

Effective Sep 4, 2009

Resolution _____



PRELIMINARY STATEMENT

Sheet 3 (T)

(Continued)

E. General (Continued)

(L)
(T)

4. Service Guarantee Program (Continued)

b. Restoration of Service Within 24 Hours

SCE will restore electrical service within 24 hours of when SCE first becomes aware of a power outage. The first credit will be applied if the outage exceeds 24 hours. Additional credits will be applied for each succeeding 24-hour period that the customer is without service. Partial credits will not be paid for outage periods less than a full 24-hour increment.

Exceptions:

- (1) The service interruption is the result of a planned outage.
- (2) Restoration crews are denied access to the affected area by a public authority, or the area is not accessible due to a road closure.
- (3) The affected service location is vacant, an owner authorization agreement exists, or the premise is a "clean and show."
- (4) See also General Exceptions.

c. Notification of Planned Outages

SCE will provide customers with notification of a planned outage at least three calendar days prior to the event. SCE will notify customers either by US Postal Service mail, by phone, in-person or door-to-door through door hangers, or by e-mail if SCE has the customer's e-mail address on file. If a planned outage is rescheduled to a new date not specified in the original notice to the customer, SCE will provide a new notice at least three calendar days in advance of the rescheduled planned outage.

Exceptions:

- (1) The customer provided incorrect contact information at the time of service initiation, or has failed to update his/her records with SCE (*i.e.* phone numbers, mailing addresses, etc.).
- (2) The notification was made to the customer of record and the customer failed to inform his/her tenants or occupants of the planned outage.
- (3) According to SCE records, the U.S. Postal Service failed to deliver the notification in a timely manner.
- (4) The affected service location is vacant, an owner authorization agreement exists, or the premise is a "clean and show."

(Continued)

(To be inserted by utility)
Advice 2344-E
Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
Date Filed May 18, 2009
Effective Sep 4, 2009
Resolution _____



PRELIMINARY STATEMENT

Sheet 4 (T)

(Continued)

E. General (Continued)

4. Service Guarantee Program (Continued)

(T)

c. Notification of Planned Outages (Continued)

Exceptions: (Continued)

(5) An emergent outage is required. This includes, but is not limited to the following: equipment failure, imminent equipment failure, ISO-initiated rolling blackouts, high/low voltage conditions, overload conditions, removing hazards from SCE's facilities, Priority-One General Order 95/128 repairs, conditions that may affect public/employee safety, customer meter adjustments, burned cross arms/poles, car hit structure, downed wire, and other short duration outages arising from unanticipated as-found conditions necessary to complete a job.

(6) The customer, while acknowledging the right to receive a three-day notification, makes a request that the planned outage occur without the three-day notification. SCE will document such requests and the customer's waiver of a service guarantee credit.

(7) See also General Exceptions.

d. Timely and Accurate First Bill

SCE will issue an accurate first bill to a new customer of record within 60 days of establishing service. SCE will use the date of bill issuance as the date the bill is mailed by SCE; the date of service initiation will be the date the customer assumed responsibility for electric service. A new customer is defined as someone who establishes electric service with SCE at a new location, including new meter sets, a turn-on for service or a new party-in. The bill and bill accuracy is defined according to the terms and conditions of SCE's Rule 9 (Rendering and Payment of Bills) and Rule 17 Section A (Adjustment of Bills and Meter Tests Usage) and Section D (Adjustment of Bills for Billing Error). The service guarantee credit process will be initiated once SCE is aware that the first bill was either inaccurate or issued beyond sixty days of establishing service. The first bill for any given customer account is eligible for only one service guarantee credit regardless of whether the bill is late, inaccurate, or both.

Exceptions:

(1) The affected party is attempting to re-establish service following a disconnection for non-payment.

(2) Access to the customer's meter is not available.

(3) The customer fails to request service in a timely fashion after occupying a new residence, thereby creating a retroactive bill.

(4) According to SCE records there is a case of mail theft or a clear failure on the part of the U.S. Postal service to deliver the first bill in a timely manner.

(Continued)

(To be inserted by utility)

Advice 2344-E

Decision _____

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed May 18, 2009

Effective Sep 4, 2009

Resolution _____



PRELIMINARY STATEMENT

Sheet 5 (T)

(Continued).

E. General (Continued)

4. Service Guarantee Program (Continued) (T)

d. Timely and Accurate First Bill (Continued)

Exceptions: (Continued)

- (5) The customer provides inaccurate information at the time of requesting service initiation.
- (6) A Commission directive requires SCE to adjust rate factors that result in a billing adjustment and/or rebill.
- (7) An adjustment was made due to unauthorized use as stated on Rule 17 (E) - Adjustment of Bills and Meter Tests - Adjustment of Bills for Unauthorized Use.
- (8) A rebill was a direct result of the customer participating in an SCE or Commission sponsored or endorsed program such as, but not limited to, Critical Peak Pricing, Demand Bidding, Air Conditioning Cycling, or Interruptible programs.
- (9) See also General Exceptions.

e. General Exceptions

The following, where applicable, are exceptions to the utility's service guarantees described above.

- (1) There is a Category 1, 2, or 3 Storm Condition.
- (2) There is a declared Emergency Event.
- (3) Access to the customer's premise is not available or the customer is not ready for service.
- (4) The premise is not deemed safe.
- (5) Causes related to force majeure, which include but are not limited to injunction or any decree or order of any court or governmental agency having jurisdiction, strikes or other labor disputes such as lockouts, slowdowns or work stoppages, sabotage, riot, insurrection, acts of public enemy, fire, flood, explosion, earthquake or other acts of God, or accidental destruction of or damage to facilities.

(Continued)

(To be inserted by utility)

Advice 2344-E

Decision _____

5011

Issued by

Akbar Jazaveri

Vice President

(To be inserted by Cal. PUC)

Date Filed May 18, 2009

Effective Sep 4, 2009

Resolution _____



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

Revised Cal. PUC Sheet No. 45182-E
 Cancelling Revised Cal. PUC Sheet No. 44232-E

PRELIMINARY STATEMENT

Sheet 6 (T)

(Continued)

F. Symbols

When any change is proposed on a tariff sheet, attention shall be directed to such change by an appropriate character along the right-hand margin of the tariff sheet utilizing the following symbols:

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify increase.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (P) To signify material subject to change under a pending application or advice letter.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

(To be inserted by utility)

Advice 2344-E
 Decision _____

6C11

Issued by
Akbar Jazayeri
 Vice President

(To be inserted by Cal. PUC)

Date Filed May 18, 2009
 Effective Sep 4, 2009
 Resolution _____

RULE 15



Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 1

APPLICABILITY:

This rule is applicable to extension of electric Distribution Lines^{1/} of SCE's standard voltages (less than 50 kV) necessary to furnish permanent electric service to Applicants, and will be made in accordance with the following provisions:

A. GENERAL

1. DISTRIBUTION LINE EXTENSION BASIS

- a. DESIGN. SCE will be responsible for planning, designing, and engineering Distribution Line Extensions using SCE's standards for material, design, and construction. Applicant may elect to design that portion of the new Distribution Line Extension normally designed by SCE in accordance with the applicant design provisions of this rule.
- b. OWNERSHIP. The Distribution Line Extension facilities installed under the provisions of this rule, shall be owned, operated, and maintained by SCE, except for Substructures and enclosures that are on, under, within, or part of a building or structure.
- c. PRIVATE LINES. SCE shall not be required to serve any Applicant from Distribution Line Extension facilities that are not owned, operated, and maintained by SCE.

2. DISTRIBUTION LINE EXTENSION LOCATIONS

- a. RIGHTS OF WAY. SCE will own, operate and maintain Distribution Line Extension facilities only:
 - (1) along public streets, alleys, roads, highways and other publicly dedicated ways and places which SCE has the legal right to occupy (Franchise Areas), and
 - (2) on public lands and private property across which rights of way and permits satisfactory to SCE may be obtained without cost to or condemnation by SCE.
- b. NORMAL ROUTE OF LINE. The length and normal route of a Distribution Line Extension will be determined by SCE and considered as the distance along the shortest, most practical, available, and acceptable route which is clear of obstructions from SCE's nearest permanent and available distribution facility to the point from which the service facilities will be connected.

^{1/}Certain words beginning with capital letters are defined either within the provisions of this rule or in Section J.

(Continued)

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Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 2

(Continued)

A. GENERAL. (Continued)

3. UNDERGROUND DISTRIBUTION LINE EXTENSIONS

a. UNDERGROUND REQUIRED. Underground Distribution Line Extensions shall be installed where required to comply with applicable laws and ordinances or similar requirements of governmental authorities having jurisdiction and where SCE maintains or desires to maintain underground distribution facilities. For example, underground Distribution Line Extensions are required for all new: (1) Residential Subdivisions (except as provided for in Section H), (2) Residential Developments, (3) Commercial Developments, (4) Industrial Developments, and (5) locations that are in proximity to and visible from designated Scenic Areas.

b. UNDERGROUND OPTIONAL. When requested by Applicant and agreed upon by SCE, underground Distribution Line Extensions may be installed in areas where it is not required, as provided in Section A.3.a.

c. Beginning August 2, 2010, SCE will no longer accept requests under the Added Facilities provision of Rule 2, Section H, for underground distribution systems that call for specified pieces of electrical equipment to be installed in below-ground structures in circumstances where it is technically feasible to install the equipment above ground. Such requests will no longer be accepted for situations indicated in c.i., c.ii., and with certain exceptions c.iii., below. However, all requests which call for below-ground installations that are received by SCE prior to August 2, 2010 will be "grandfathered" and not subject to the provisions of this Rule section. These grandfathered requests must be approved by SCE for construction by December 3, 2010 and installed by December 2, 2011.

i. New construction on any property except public property and public rights-of-way;

ii. Circumstances in which capacity upgrades, conversions, and relocations are required due to customer-driven renovations of existing structures or other building activities on any property except public property and public rights of way resulting in a change of use or occupancy as defined in state or local law;

iii. Except for situations on a case-by-case basis in which the local authority and SCE agree to locate Equipment above ground because the above-ground location is technically feasible for the installation.

(N)

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(L)

(Continued)

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Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 3

(Continued)

A. GENERAL. (Continued)

3. UNDERGROUND DISTRIBUTION LINE EXTENSIONS (Continued)

c. (Continued)

For purposes of this provision, specified pieces of equipment include all primary voltage from 4 kV to 35 kV electrical distribution system equipment (Equipment), including, but not limited to, transformers, switches and fuses, capacitors, and junction bars.

"Technically feasible" means that enough space is, or can be made, available above ground for the electrical distribution Equipment needed for SCE to serve customers and that other requirements, such as obtaining the required permits, are met. The required space is defined by existing design standards within the operation and maintenance requirements that are in compliance with applicable safety codes and regulations such as CPUC General Order 128.

Where SCE has existing primary voltage distribution equipment installed in below-ground structures, the equipment will continue to be operated and maintained below ground. However, in accordance with Section c.iii., above, where existing below-ground Equipment must be modified by SCE, above-ground retrofits shall only occur in circumstances in which capacity upgrades, conversions, and relocations are required due to customer-driven renovations of existing structures or other building activities resulting in a change of use or occupancy as defined in state or local law; or when agreed to by the local authority and SCE on a case-by-case basis.

Design and installation of any above-ground Equipment shall comply with the typical installations depicted in SCE's Above-Ground Equipment Aesthetics Improvement Manual and SCE's Distribution Design Manual, as well as land use laws, including local ordinances respecting matters of public health, safety and convenience, that are of general applicability to above-ground utility structures regardless of ownership, to the extent the same would not directly or effectively require the Equipment to be located underground.

When modifying existing Equipment installed in the above-ground public rights-of-way, SCE shall comply with local ordinances respecting matters of public health and safety and convenience, to the extent that the same are of general applicability to other utility and public works structures or equipment, regardless of ownership, installed in the public rights of way, do not directly or effectively require the Equipment to be located underground, or otherwise conflict with the design standards contained in SCE's Distribution Design Manual and similar documents.

(Continued)

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

Original Cal. PUC Sheet No. 47153-E
 Cancelling Revised Cal. PUC Sheet No. 24685-E*

Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 4 (N)

(Continued)

A. GENERAL. (Continued)

(L)

4. OVERHEAD DISTRIBUTION LINE EXTENSIONS. Overhead Distribution Line Extensions may be installed only where underground extensions are not required as provided in Section A.3.a.
5. SPECIAL OR ADDED FACILITIES. Any special or added facilities SCE agrees to install at the request of Applicant will be installed at Applicant's expense in accordance with Rule 2, Description of Service.
6. TEMPORARY SERVICE. Facilities installed for temporary service or for operations of speculative character or questionable permanency shall be made in accordance with the fundamental installation and ownership provisions of this rule, except that all charges and refunds shall be made under the provisions of Rule 13, Temporary Service.
7. SERVICES. Service facilities connected to the Distribution Lines to serve an Applicant's premises will be installed, owned and maintained as provided in Rule 16, Service Extensions.
8. CONVERSIONS OF OVERHEAD TO UNDERGROUND. The replacement of existing overhead Distribution Lines with underground Distribution Lines will be made in accordance with Rule 20, Replacement of Overhead With Underground Electric Facilities.
9. STREET LIGHTS. Street lights and appurtenant facilities shall be installed in accordance with the service provisions of the applicable street light schedule.

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Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 5 (T)

(Continued)

A. GENERAL. (Continued)

10. CONTRACTS. Each Applicant requesting a Distribution Line Extension may be required to execute a written contract(s), prior to SCE performing its work on the Distribution Line Extension. Such contracts shall be in the form on file with the California Public Utilities Commission (Commission).

B. INSTALLATION RESPONSIBILITIES

1. UNDERGROUND DISTRIBUTION LINE EXTENSIONS

a. APPLICANT RESPONSIBILITY. In accordance with SCE's design, specifications, and requirements, Applicant is responsible for:

(1) EXCAVATION. All necessary trenching, backfilling, and other digging as required;

(2) SUBSTRUCTURES AND CONDUITS. Furnishing, installing, and upon acceptance by SCE, conveying to SCE ownership of all necessary installed Substructures and Conduits, including Feeder Conduits and related Substructures required to extend to and within subdivisions and developments; and

(3) PROTECTIVE STRUCTURES. Furnishing, installing, and upon acceptance by SCE, conveying to SCE ownership of all necessary Protective Structures.

b. SCE RESPONSIBILITY. SCE is responsible for furnishing and installing cables, switches, transformers, and other distribution facilities required to complete the Distribution Line Extension.

2. OVERHEAD DISTRIBUTION LINE EXTENSIONS. SCE is responsible for furnishing and installing all facilities required for the Distribution Pole Line Extension.

3. INSTALLATION OPTIONS

a. SCE-PERFORMED WORK. Where requested by Applicant and mutually agreed upon, SCE may perform that portion of the new Distribution Line Extension work normally installed by Applicant according to Section B.1.a., provided Applicant pays SCE its total estimated installed cost.

b. APPLICANT-PERFORMED WORK. Applicant may elect to install that portion of the new Distribution Line Extension normally installed by SCE in accordance with SCE design and specifications, using qualified contractors. (See Section G, Applicant-Installation Options).

(Continued)

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Rule 15
DISTRIBUTION LINE EXTENSIONS

(Continued)

C. DISTRIBUTION LINE EXTENSION ALLOWANCES

1. GENERAL. SCE will complete a Distribution Line Extension without charge provided SCE's total estimated installed cost does not exceed the allowances from permanent, bona-fide loads to be served by the Distribution Line Extension within a reasonable time, as determined by SCE. The allowance will first be applied to the Service Extension in accordance with Rule 16. Any excess allowance will be applied to the Distribution Line Extension to which the Service Extension is connected.
2. BASIS OF ALLOWANCES. Allowances shall be granted to an Applicant for Permanent Service, or to an Applicant for a subdivision or development under the following conditions:
 - a. SCE is provided evidence that construction will proceed promptly and financing is adequate, and
 - b. Applicant has submitted evidence of building permit(s) or fully-executed home purchase contract(s) or lease agreement(s), or
 - c. Where there is equivalent evidence of occupancy or electric usage satisfactory to SCE.

The allowances in Sections C.3 and C.4 are based on a revenue-supported methodology using the following formula:

$$\text{ALLOWANCE} = \frac{\text{NET REVENUE}}{\text{COST OF SERVICE FACTOR}}$$

3. RESIDENTIAL ALLOWANCES. The allowance for Distribution Line Extensions, Service Extensions, or a combination thereof, for Permanent Residential Service is \$2,322 per meter or residential dwelling unit.
4. NON-RESIDENTIAL ALLOWANCES. The allowance for Distribution Line Extensions, or a combination thereof, for Permanent Non-Residential Service is determined by SCE using the formula in Section C.2.

Where the Distribution Line Extension will serve a combination of residential and non-residential meters, residential allowances will be added to non-residential allowances.

5. SEASONAL, INTERMITTENT, AND INSIGNIFICANT LOADS. When an Applicant requests service that requires a Distribution Line Extension to serve loads that are Seasonal or Intermittent, the allowance for such loads shall be determined using the formula in Section C.2. No allowance will be provided where service is used only for emergency purposes, or for Insignificant Loads.

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Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 7 (T)

(Continued)

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT

1. GENERAL. Contributions or Advances by an Applicant to SCE for the installation of a Distribution Line Extension to receive SCE service consists of such things as cash payments, the value of facilities deeded to SCE, and the value of Excavation performed by Applicant.
2. PROJECT-SPECIFIC COST ESTIMATES. SCE's total estimated installed cost will be based on a project-specific estimated cost.
3. CASH ADVANCE. A cash Advance will be required only if Applicant's excess allowance is less than SCE's total estimated installed cost to complete a Distribution Line Extension.
4. TAX. All contributions and Advances by Applicant are taxable and shall include an Income Tax Component of Contribution (ITCC) at the rate provided in the SCE's Preliminary Statement. ITCC will be either refundable or non-refundable in accordance with the corresponding contribution.
5. REFUNDABLE AND NON-REFUNDABLE AMOUNTS. Applicant shall contribute or Advance, before the start of SCE's construction, the following:
 - a. UNDERGROUND REFUNDABLE AMOUNT. Applicant's refundable amount is the portion of the SCE's total estimated installed cost, including ITCC, to complete the underground Distribution Line Extension (including transformers, and excluding Betterments) that exceeds the amount of Distribution Line Extension allowance determined in Section C for:

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Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 8 (T)

(Continued)

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT. (Continued)

5. REFUNDABLE AND NON-REFUNDABLE AMOUNTS. (Continued)

a. UNDERGROUND REFUNDABLE AMOUNT. (Continued)

(1) CABLING. The estimated installed cost of any necessary Cabling (including distribution transformers) installed by SCE to complete the underground Distribution Line Extension. This includes the cost of conversion of existing single-phase lines to three-phase lines, if required; plus

(2) SUBSTRUCTURES. SCE's estimated value of Substructures installed by Applicant and deeded to SCE as required.

b. OVERHEAD REFUNDABLE AMOUNT. Applicant's refundable amount is the portion of the SCE's total estimated installed cost, including ITCC, to complete the overhead Distribution Line Extension (including distribution transformers and excluding Betterments) that exceeds the amount of Distribution Line Extension allowance determined in Section C for:

(1) POLE LINE. All necessary facilities required for an overhead Distribution Pole Line Extension and, if required, the conversion of existing single-phase lines to three-phase lines; plus

(2) TRANSMISSION UNDERBUILDS. SCE's total estimated installed cost of the underbuild, where all or a portion of an overhead Distribution Line Extension is to be constructed on existing transmission poles of SCE.

c. NON-REFUNDABLE DISCOUNT OPTION. In lieu of contributing the refundable amount determined in Section D.5.a or D.5.b, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of such refundable amount; plus

d. OTHER NON-REFUNDABLE AMOUNTS. Applicant's non-refundable amount is SCE's estimated value of Excavation, Conduits, and Protective Structures required by SCE for the Distribution Line Extension under Section B.1.a.

6. JOINT APPLICANTS. The total contribution or Advance from a group of Applicants will be apportioned among the members of the group in such manner as they may mutually agree.

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Rule 15
DISTRIBUTION LINE EXTENSIONS

(Continued)

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT. (Continued)

7. PAYMENT ADJUSTMENTS

- a. CONTRACT COMPLIANCE. If, after six (6) months following the date SCE is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay to SCE an additional contribution or Advance, based on the allowances for the revenue actually generated.
- b. EXCESS FACILITIES. If the loads provided by Applicant(s) results in SCE having installed facilities which are in excess of those needed to serve the actual loads, and SCE elects to reduce such excess facilities, Applicant shall pay SCE its estimated total costs to remove, abandon, or replace the excess facilities, less the estimated salvage of any removed facilities.

E. REFUNDS

- 1. GENERAL. Refunds are based on the allowances and conditions in effect at the time the contract is signed. The allowance in excess of that needed for the Service Extension in accordance with Rule 16, will be refunded to the Distribution Line Extension to which the Service Extension is connected.
- 2. TOTAL REFUNDABLE AMOUNT. The total amount subject to refund is the sum of the refundable amounts made under Section D.5.
- 3. REFUND PERIOD. The total refundable amount is subject to refund for a period of ten (10) years after the Distribution Line Extension is first ready for service.
- 4. RESIDENTIAL. Refunds will be made on the basis of a new customer's Permanent Load which produces additional revenues to SCE. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund represents that portion of the Distribution Line Extension cost not supported by revenues. (See Section E.11 for Series Refunding Provisions.)
- 5. NON-RESIDENTIAL. SCE shall be responsible to review Applicant's actual base annual revenue for the first three years from the date SCE is first ready to serve. Applicant shall be responsible for notifying SCE if new, permanent load is added the fourth through tenth year from the date SCE is first ready to serve. Such review shall determine if additional revenue supports any refunds to Applicant. (See Section E.11 for Series Refunding Provisions.)

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Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 10 (T)

(Continued)

E. REFUNDS. (Continued)

6. UNSUPPORTED DISTRIBUTION LINE EXTENSION COST. When any portion of a refundable amount has not qualified for a refund at the end of twelve (12) months from the date SCE is first ready to serve, Applicant will pay to SCE a Monthly Ownership Charge of 0.4% for administrative and general (A&G) expense, Franchise Fees and Uncollectibles (FF&U), ad valorem tax, insurance, and operations and maintenance (O&M) expense on the remaining refundable balance. Monthly ownership costs are in addition to the refundable amount and will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants. The Monthly Ownership Charge includes replacement for 60 years at no additional cost and is derived from the Customer-Financed With Replacement at Additional Cost Added Facilities rates determined in SCE's general rate case proceeding and/or periodic annual review.
7. REFUND TIMING. Refunds will be made without interest within ninety (90) days after the date of first service to new permanent loads, except that refunds may be accumulated to a \$50 minimum or the total refundable balance, if less than fifty dollars (\$50).
8. MAXIMUM REFUND. No refund shall be made in excess of the refundable amount nor after a period of ten (10) years from the date SCE is first ready to serve. Any unrefunded amount remaining at the end of the ten-year period shall become property of SCE.
9. PREVIOUS RULES. Refundable amounts contributed or Advanced under conditions of a rule previously in effect will be refunded in accordance with the provisions of such earlier rule.
10. JOINT APPLICANTS. When two (2) or more parties make joint contributions or Advances on the same Distribution Line Extension, refunds will be distributed to these parties in the same proportion as their individual contributions or Advances bear to the total refundable amount, or as they mutually agree.
11. SERIES OF DISTRIBUTION LINE EXTENSIONS. Where there is a series of Distribution Line Extensions, commencing with a Distribution Line Extension having an outstanding amount subject to refund, and each Distribution Line Extension is dependent on the previous Distribution Line Extension as a direct source of supply, a series refund will be made as follows:
 - a. Additional service connections supplied from a Distribution Line Extension on which there is a refundable amount will provide refunds first to the Distribution Line Extension to which they are connected; and
 - b. When the amount subject to refund on a Distribution Line Extension in a series is fully refunded, the excess refundable amount will provide refunds to the Distribution Line Extension having the oldest outstanding amount subject to refund in the series.

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Rule 15
DISTRIBUTION LINE EXTENSIONS

(Continued)

F. APPLICANT DESIGN OPTION FOR NEW INSTALLATIONS.

COMPETITIVE BIDDING. When Applicant selects competitive bidding, the Distribution Line Extension may be designed by Applicant's qualified contractor or sub-contractor in accordance with SCE's design and construction standards. All Applicant Design work of electric facilities must be performed by or under the direction of a licensed professional engineer and all design work submitted to the utility must be certified by an appropriately licensed professional engineer, consistent with the applicable federal, state, and local codes and ordinances. The applicant design option is available to Applicant for new service and is not available for replacement, reinforcement, or relocation of existing systems, where there is no applicant for new line or service extension work. Under this option, the following applies:

1. Applicant shall notify SCE, in a manner acceptable to SCE.
2. Applicant designs shall conform to all applicable federal, state and local codes and ordinances for SCE installations design (such as, but not limited to the California Business and Professions Code).
3. SCE may require applicant designers to meet SCE's prequalification requirements prior to participating in applicant design.
4. Applicant designers shall obtain SCE design and construction standards and specifications prior to performing applicant design. SCE may charge for any of these services.
5. SCE will perform one plan check on each applicant design project at no expense to Applicant. SCE will perform all subsequent plan checks at Applicant's expense.
6. For designs performed by a non-SCE designer, SCE will credit Applicant with the amount of SCE's design bid less any appropriate charges such as for plan checking, changes, or revisions.
7. In the case of Applicant designed projects requiring an advance, SCE will apply the design credit to the Applicant's advance.
8. If no advance is required, SCE will refund/reimburse the Applicant for the cost of design after the Distribution Line Extension is first ready to serve.
9. SCE shall perform all SCE's project accounting and cost estimating.

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Rule 15
DISTRIBUTION LINE EXTENSIONS

(Continued)

G. APPLICANT INSTALLATION OPTIONS

1. COMPETITIVE BIDDING. Under Competitive Bidding, the Distribution Line Extension, that SCE would normally install, as stated in Section B.1.b, may be installed by the Applicant's qualified contractor or sub-contractor in accordance with SCE's design and specifications. Under this option, the following applies:
 - a. Upon completion of Applicant's installation, and acceptance by SCE, ownership of all such facilities will transfer to SCE.
 - b. Applicant shall provide to SCE, prior to SCE preparing the line extension contract, the Applicant's Contract Anticipated Costs, which are subject to refund, to perform the work normally provided by SCE. The Applicant shall submit, on a form provided by SCE (Form 14-754), a statement of such costs. If the Applicant elects not to provide such costs to SCE, the Applicant shall acknowledge its election on the form and SCE will use its estimated costs.
 - c. Applicant shall pay to SCE, subject to the refund and allowance provisions of Rules 15 and 16, SCE's estimated costs of work performed by SCE for the Distribution Line Extension, including the estimated costs of design, administration, and the installation of any additional facilities.
 - d. The lower of SCE's estimated refundable costs or the Applicant's Contract Anticipated Costs, as reported in G.1.b, for the work normally performed by SCE, shall be subject to the refund and allowance provisions of Rules 15 and 16.
 - e. Applicant shall pay to SCE the estimated cost of SCE's inspection which shall be a fixed amount, not subject to reconciliation. Such inspection costs may be subject to otherwise available allowances up to the difference between the Applicant's Contract Anticipated Costs, as reported in G.1.b, and SCE's estimated costs for performing the same work, but not to exceed SCE's estimated costs.

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Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 13 (T)

(Continued)

G. APPLICANT INSTALLATION OPTIONS. (Continued)

1. COMPETITIVE BIDDING. (Continued)

f. Only duly authorized employees of SCE are allowed to connect to, disconnect from, or perform any work upon SCE's facilities.

2. MINIMUM CONTRACTOR QUALIFICATIONS. Applicant's contractor or subcontractor (QC/S) shall:

a. Be licensed in California for the appropriate type of work (electrical and general, etc.).

b. Employ workmen properly qualified for specific skills required (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2).

c. Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.)

3. OTHER CONTRACTOR QUALIFICATIONS. An Applicant for service who intends to employ a QC/S also should consider whether the QC/S:

a. Is technically competent.

b. Has access to proper equipment.

c. Demonstrates financial responsibility commensurate with the scope of the contract.

d. Has adequate insurance coverage (worker's compensation, liability, property damage, etc).

e. Is able to furnish a surety bond for performance of the contract, if required.

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Rule 15
DISTRIBUTION LINE EXTENSIONS

(Continued)

H. OVERHEAD DISTRIBUTION LINE EXTENSIONS FOR SUBDIVISIONS OR DEVELOPMENTS

1. Overhead Distribution Line Extensions may be constructed in Residential Subdivisions or Developments only where either a. or b. below are found to exist:

a. The lots within the Residential Subdivision or Development existed as legally described parcels prior to May 5, 1970, and significant overhead lines exist within the subdivision or development.

b. The minimum parcel size within the new Residential Subdivision or real estate development, identifiable by a map filed with the local government authority, is three (3) acres and Applicant for the Distribution Line Extension shows that all of the following conditions exist:

- (1) Local ordinances do not require underground construction;
- (2) Local ordinances or land use policies do not permit further division of the parcels involved such that parcel sizes less than three (3) acres could be formed;
- (3) Local ordinances or deed restrictions do not allow more than one single-family dwelling or accommodation on a parcel of less than three (3) acres, or any portion of a parcel of less than three (3) acres;
- (4) Exceptional circumstances do not exist which, in SCE's opinion, warrant the installation of underground distribution facilities. Whenever SCE invokes this provision, the circumstances shall be described promptly in a letter to the Commission, with a copy to Applicant for the Distribution Line Extension; and
- (5) SCE does not elect to install the Distribution Line Extension underground for its operating convenience. Whenever SCE elects to install the Distribution Line Extension underground for its operating convenience, the extra cost compared with overhead shall be borne by SCE.

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Rule 15
DISTRIBUTION LINE EXTENSIONS

(Continued)

I. SPECIAL CONDITIONS

1. FACILITY RELOCATION OR REARRANGEMENT. Any relocation or rearrangement of SCE's existing facilities, at the request of, or to meet the convenience of an Applicant or customer, and agreed upon by SCE, normally shall be performed by SCE. Where new facilities can be constructed in a separate location, before abandonment or removal of any existing facilities, and Applicant requests to perform the new construction work, it can be performed under the applicable provisions of Section G, Applicant Installation Options.

In all instances, SCE shall abandon or remove its existing facilities at the option of SCE. Applicant or customer shall be responsible for the costs of all related relocation, rearrangement and removal work.

2. PERIODIC REVIEW. SCE will periodically review the factors it uses to determine its residential allowances, non-refundable discount option percentage rate, and Cost of Service Factor stated in this rule. If such review results in a change of more than five percent (5%), SCE will submit a tariff revision proposal to the Commission for review and approval. Such proposed changes shall be submitted no sooner than six (6) months after the last revision.

Additionally, SCE shall review and submit proposed tariff revisions to implement relevant Commission decisions from other proceedings that affect this rule.

3. EXCEPTIONAL CASES. When the application of this rule appears impractical or unjust to either party or the ratepayers, SCE or Applicant may refer the matter to the Commission for a special ruling or for special condition(s), which may be mutually agreed upon.

(Continued)

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Rule 15
DISTRIBUTION LINE EXTENSIONS

(Continued)

J. DEFINITIONS FOR RULE 15.

Advance: Cash payment made to SCE prior to the initiation of any work done by SCE which is not covered by allowances.

Applicant: A person or agency requesting SCE to deliver/supply electric service.

Applicant's Contract Anticipated Cost: The cost estimate provided by the Applicant's contractor to the Applicant for performing the applicable refundable work, as stated on the Applicant's cost statement (Form 14-754), or in the case where the work is performed by the Applicant, the Applicant's own cost estimate on the signed form.

Betterment: Facilities installed by Applicant at the request of SCE in addition to those required under Section B.1.a.

Cabling: Conductors (including existing cable-in-conduit, connectors, switches, as required by SCE for primary, secondary, and service installations.

Commercial Development: Two (2) or more enterprises engaged in trade or the furnishing of services, (e.g., shopping centers, sales enterprises, business offices, professional offices, and educational or governmental complexes) and located on a single parcel or on two (2) or more contiguous parcels of land.

Conduit: Ducts, pipes or tubes of certain metals, plastics and other materials acceptable to SCE (including pull wires and concrete encasement where required) for the installation and protection of electric wires or cables.

Contribution: In-kind services and the value of all property conveyed to SCE at any time during SCE's work on an extension which is part of SCE's total estimated installed cost of its facilities, or cash payments not covered by Applicant's allowances.

Cost of Service Factor: The 16.68% Cost of Service Factor is comprised of capital and operations and maintenance (O&M) cost components including: rate of return, depreciation rates, administrative and general (A&G) expense, Franchise Fees and Uncollectibles (FF&U), ad valorem tax, insurance, Federal income tax, State income tax, operations and maintenance (O&M) expense and replacement for 60 years at no additional cost. The Factor is applied to the Net Revenue to determine SCE's investment in distribution facilities, and is derived from the SCE-Financed with Replacement at Additional Cost Added Facilities rates determined in SCE's general rate case proceeding and/or periodic annual review.

Distribution Line Extension: New distribution facilities of SCE that is a continuation of, or branch from, the nearest available existing permanent Distribution Line (including any facility rearrangements and relocations necessary to accommodate the Distribution Line Extension) to the point of connection of the last service. SCE's Distribution Line Extension includes transmission underbuilds and converting an existing single-phase line to three-phase in order to furnish three-phase service to an Applicant, but excludes service transformers, meters and services.

Distribution Lines: Overhead and underground facilities which are operated at distribution voltages, and which are designed to supply two (2) or more services.

Distribution Trench Footage: The total trench footage used for calculating cabling costs. It is determined by adding the total length of all new and existing trench for the installation of underground primary and secondary Distribution Lines designed to supply two (2) or more services (excluding service trench footage under Rule 16).

(Continued)

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Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 17 (T)

(Continued)

J. DEFINITIONS FOR RULE 15 (Continued)

Excavation: All necessary trenching, backfilling, and other digging to install Distribution Line Extension facilities, including furnishing of any imported backfill material and disposal of spoil as required, surface repair and replacement, landscape repair and replacement.

Feeder Conduit: Conduit for such uses as part of a backbone system to provide for future anticipated load growth outside the subdivision involved, to provide for future anticipated load growth in the existing subdivision and the existing subdivisions in close proximity, to balance loads between substations, to interconnect the service to the subdivision with service to subsequent developments outside the subdivision, and to provide the flexibility and versatility of modifying or supplying emergency backup power to the area involved.

Franchise Area: Public streets, roads, highways, and other public ways and places where SCE has a legal right to occupy under franchise agreements with governmental bodies having jurisdiction.

Industrial Development: Two (2) or more enterprises engaged in a process which creates a product or changes material into another form or product and located on a single parcel or on two (2) or more contiguous parcels of land.

Insignificant Loads: Small operating loads such as gate openers, valve controls, clocks, timing devices, fire protection equipment, alarm devices, etc.

Intermittent Loads: Loads which, in the opinion of SCE, are subject to discontinuance for a time or at intervals.

Monthly Ownership Charge: The Monthly Ownership Charge as a percentage rate, is applied against the remaining refundable balance after twelve (12) months from the date SCE is first ready to serve. This charge recovers the cost of operating and maintaining customer-financed facilities that are not fully utilized. The applicable percentage is shown in this Rule, Section E.6. and includes administrative and general (A&G) expense, Franchise Fees and Uncollectibles (FF&U), ad valorem tax, insurance, operations and maintenance (O&M) expense, and replacement for 60 years at no additional cost.

Net Revenue: That portion of the total annual Distribution rate revenues that support SCE's Distribution Line and Service Extension costs for applicants requesting line and/or service extensions and excludes such items as Energy, Independent System Operator (ISO)-Controlled transmission, public purpose programs, revenue cycle services (RCS) costs, prorated baseline credit, and generation-related administrative and general (A&G) costs. For residential line extensions, the Net Revenue is calculated based on average residential distribution revenue per customer, calculated as the total residential distribution revenue divided by the total number of residential customers.

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Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 18 (T)

(Continued)

J. DEFINITIONS FOR RULE 15 (Continued)

Permanent Service: Service which, in the opinion of SCE, is of a permanent and established character. This may be continuous, intermittent, or seasonal in nature.

Pole Line: Poles, cross-arms, insulators, conductors, switches, guy-wires, and other related equipment used in the construction of an electric overhead line.

Protective Structures: Fences, retaining walls (in lieu of grading), sound barriers, posts, or barricades and other structures as required by SCE to protect distribution equipment.

Residential Development: Five (5) or more dwelling units in two (2) or more buildings located on a single parcel of land.

Residential Subdivision: An area of five (5) or more lots for residential dwelling units which may be identified by filed subdivision plans or an area in which a group of dwellings may be constructed about the same time, either by a builder or several builders working on a coordinated basis.

Seasonal Service: Electric service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part-time establishments.

Scenic Areas: An area such as a scenic highway, a state or national park or other area determined by a governmental agency to be of unusual scenic interest to the general public. Scenic highways are officially designated under the California Scenic Highway Program established pursuant to Paragraph 320 of the Public Utilities Code and applicable sections of the Streets and Highway Code. State or national parks or other areas of unusual scenic interest to the general public are determined by the appropriate governmental agency. "In proximity to" shall mean within 1,000 feet from each edge of the right-of-way of designated scenic highways and from the boundaries of designated parks and scenic areas. "Visible from" shall mean that overhead distribution facilities could be seen by motorists or pedestrians traveling along scenic highways or visiting parks or scenic areas.

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Rule 15
DISTRIBUTION LINE EXTENSIONS

Sheet 19 (T)

(Continued)

J. DEFINITIONS FOR RULE 15. (Continued)

Substructures: The surface and subsurface structures which are necessary to contain or support SCE's electric facilities. This includes, but is not limited to, such things as splice boxes, pull boxes, equipment vaults and enclosures, foundations or pads for surface-mounted equipment.

Trenching: See Excavation.

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RULE 16



Rule 16
SERVICE EXTENSIONS

Sheet 1

Applicability: This rule is applicable to both (1) SCE Service Facilities¹ that extend from SCE's Distribution Line facilities to the Service Delivery Point, and (2) service related equipment required of Applicant on Applicant's Premises to receive electric service.

A. General

1. Design. SCE will be responsible for planning, designing, and engineering Service Extensions using SCE's standards for design, materials and construction. Applicant may elect to design that portion of the new Service Extension normally designed by SCE in accordance with the applicant design provisions of Rule 15.
2. Service Facilities. SCE's Service Facilities shall consist of (a) primary or secondary underground or overhead service conductors, (b) poles to support overhead service conductors, (c) service transformers, (d) SCE-owned Metering equipment, and (e) other SCE-owned service related equipment.
3. Ownership of Facilities. Service Facilities installed under the provisions of this rule shall be owned, operated, and maintained by SCE if they are (a) located in the street, road or Franchise Area of SCE, (b) installed by SCE under section D.2 below on Applicant's Premises for the purpose of the delivery of electric energy to Applicant, or (c) installed by Applicant under the provisions of this rule, and conveyed to SCE.
4. Private Lines. SCE shall not be required to connect Service Facilities to or serve any Applicant from electric facilities that are not owned, operated, and maintained by SCE.
5. Special or Added Facilities. Any special or added facilities SCE installs at the request of Applicant, will be installed at Applicant's expense in accordance with Rule 2, Description of Service.
6. Temporary Service Facilities. Service Facilities installed for temporary service or for operations of speculative character or questionable permanency shall be made in accordance with the fundamental installation and ownership provisions of this rule, except that all charges and refunds shall be made under the provisions of Rule 13, Temporary Service.
7. Street Lights. Street light services and appurtenant facilities shall be installed in accordance with the service provisions of the applicable street light schedule.

^{1/} Certain words beginning with capital letters are defined either within the provisions of this rule or in Section H.

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Rule 16
SERVICE EXTENSIONS

Sheet 2

(Continued)

A. General. (Continued)

- 8. Contracts. Each Applicant requesting service may be required to execute a written contract(s) prior to SCE performing its work to establish service. Such contract(s) shall be in the form on file with the California Public Utilities Commission (Commission).
- 9. Distribution Line Extensions. Whenever SCE's distribution system is not complete to the point designated by SCE where the Service Extension is to be connected to SCE's distribution system, the extension of Distribution Line facilities will be installed in accordance with Rule 15, Distribution Line Extensions.
- 10. Rights-of-Way. Rights-of-way or easements may be required by SCE to install Service Facilities on Applicant's property to serve only Applicant.
 - a. Service Facilities. If the Service Facilities must cross property owned by a third party to serve Applicant, SCE may, at its option, install such Service Facilities after appropriate rights-of-way or easements, satisfactory to SCE, are obtained without cost to SCE; or
 - b. Distribution Line Extensions. If SCE's facilities installed on Applicant's property, or third-party property, will be or are designed to serve adjacent property, then SCE may, at its option, install its facilities under Rule 15, after appropriate rights-of-way or easements, satisfactory to SCE, are obtained without cost to SCE.
 - c. Clearances. Any necessary rights-of-way or easements for SCE's facilities shall have provisions to maintain legal clearances from adjacent structures.
- 11. Access to Applicant's Premises. SCE shall at all times have the right to enter and leave Applicant's Premises for any purpose connected with the furnishing of electric service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under SCE's tariff schedules. These rights include, but are not limited to,
 - a. The use of a SCE-approved locking device, if Applicant desires to prevent unauthorized access to SCE's facilities,

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Rule 16
SERVICE EXTENSIONS

Sheet 3

(Continued)

A. General. (Continued)

11. Access to Applicant's Premises. (Continued)

- b. Safe and ready access for SCE personnel free from unrestrained animals,
- c. Unobstructed ready access for SCE's vehicles and equipment to install, remove, repair, or maintain its facilities, and
- d. Removal of any and all of its property installed on Applicant's Premises after the termination of service.

12. Service Connections. Only personnel duly authorized by SCE are allowed to connect or disconnect service conductors to or from SCE's Distribution Lines, remove meters unless as allowed under Rule 22, Direct Access, remove SCE-owned Service Facilities, or perform any work upon SCE-owned existing facilities.

B. Metering Facilities

1. General.

- a. Meter All Usage. Delivery of all electric power and energy will be metered, unless otherwise provided for by SCE's tariff schedules or by other applicable laws.
- b. Meter Location. All meters and associated metering equipment shall be located at some protected location on Applicant's Premises as approved by SCE.

2. Number of Meters. Normally only one meter will be installed for a single-family residence or a single non-residential enterprise on a single Premises, except:

- a. When otherwise required or allowed under SCE's tariff schedules;
- b. At the option of and as determined by SCE, for its operating convenience, consistent with its engineering design; or
- c. When required by law or local ordinance.
- d. When additional services are granted by SCE.

(Continued)

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Rule 16
SERVICE EXTENSIONS

Sheet 4

(Continued)

B. Metering Facilities. (Continued)

2. Number of Meters. (Continued)

A single meter is required for each single enterprise operating in one building or group of buildings or other development on a single Premises such as, but not limited to, a commercial business, school campus, industrial manufacturer, or recreational vehicle park, unless otherwise approved by SCE.

3. Multiple Occupancy. In a building with two or more tenants, or where more than one meter is furnished on the same Premises, the meters normally shall be grouped at one central location, or as otherwise specified by SCE, and each meter position or socket shall be clearly and permanently marked by Applicant, customer, or owner of the Premises to indicate the particular unit, occupancy, or load supplied by it.

a. Residential. For revenue billing, electric service shall be individually metered to every residential unit in a residential building or group of buildings or other development with multiple tenants such as, but not limited to, apartment buildings, mobile home parks, etc., except as may be specified in Rule 18 and applicable rate schedules.

b. Non-Residential. For revenue billing, electric service shall be individually metered to each tenant in a non-residential building or group of buildings or other development on a single Premises with multiple tenants or enterprises (such as, but not limited to, an office building or shopping center complex). Alternative metering arrangements as determined by SCE may be allowed only as specified in Rule 18 and applicable rate schedules.

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Rule 16
SERVICE EXTENSIONS

Sheet 5

(Continued)

C. Service Extensions.

1. General Location. The location of the Service Extension shall extend:
 - a. Franchise Area. From the point of connection at the Distribution Line to Applicant's nearest property line abutting upon any street, highway, road, or right-of-way, along which it already has, or will install distribution facilities, and
 - b. Private Property. On private property, along the shortest, most practical and available route (clear of obstructions) as necessary to reach a Service Delivery Point designated by SCE.
2. Number of Service Extensions. SCE will not normally provide more than one Service Extension, including associated facilities, either overhead or underground for any one building or group of buildings, for a single enterprise on a single Premises, except:
 - a. Tariff Schedules. Where otherwise allowed or required under SCE's tariff schedules; or
 - b. SCE Convenience. At the option of and as determined by SCE, for its operating convenience, consistent with its engineering design for different voltage and phase classification, or when replacing an existing service; or
 - c. Ordinance. Where required by ordinance or other applicable law, for such things as fire pumps, fire alarm systems, etc.
 - d. Other. SCE may charge for additional services provided under this paragraph, as special or added facilities.
3. Underground Installations. Underground Service Extensions will be installed:
 - a. Underground Required. Underground Service Extensions (1) shall be installed where required to comply with applicable tariff schedules, laws, ordinances, or similar requirements of governmental authorities having jurisdiction, and (2) may be necessary as determined by SCE where Applicant's load requires a separate transformer installation of 300 kVa or greater.

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Rule 16
SERVICE EXTENSIONS

(Continued)

C. Service Extensions. (Continued) (N)

3. Underground Installations. (Continued)

c. (Continued)

Where SCE has existing primary voltage distribution equipment installed in below-ground structures, the equipment will continue to be operated and maintained below ground. However, in accordance with Section c.iii., above, where existing below-ground Equipment must be modified by SCE, above-ground retrofits shall only occur in circumstances in which capacity upgrades, conversions, and relocations are required due to customer-driven renovations of existing structures or other building activities resulting in a change of use or occupancy as defined in state or local law; or when agreed to by the local authority and SCE on a case-by-case basis.

Design and installation of any above-ground Equipment shall comply with the typical installations depicted in SCE's Above-Ground Equipment Aesthetics Improvement Manual and SCE's Distribution Design Manual, as well as land use laws, including local ordinances respecting matters of public health, safety and convenience, that are of general applicability to above-ground utility structures regardless of ownership, to the extent the same would not directly or effectively require the Equipment to be located underground.

When modifying existing Equipment installed in the above-ground public rights-of-way, SCE shall comply with local ordinances respecting matters of public health and safety and convenience, to the extent that the same are of general applicability to other utility and public works structures or equipment, regardless of ownership, installed in the public rights of way, do not directly or effectively require the Equipment to be located underground, or otherwise conflict with the design standards contained in SCE's Distribution Design Manual and similar documents. (N)

4. Overhead Installations. Overhead Service Extensions are permitted except under the circumstances specified in section C.3.a above. (L)

5. Unusual Site Conditions. In cases where Applicant's building is located a considerable distance from the available Distribution Line or where there is an obstruction or other deterrent obstacle or hazard such as plowed land, ditches, or inaccessible security areas between SCE's Distribution Line and Applicant's building or facility to be served that would prevent SCE from prudently installing, owning, and maintaining its Service Facilities, SCE may at its discretion, waive the normal Service Delivery Point location. In such cases, the Service Delivery Point will be at such other location on Applicant's property as may be mutually agreed upon; or, alternatively, the Service Delivery Point may be located at or near Applicant's property line as close as practical to the available Distribution Line. (L)

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Rule 16
SERVICE EXTENSIONS

Sheet 8 (T)

(Continued)

D. Responsibilities for New Service Extensions (T)

1. Applicant Responsibility. In accordance with SCE's design, specifications, and requirements for the installation of Service Extensions, subject to SCE's inspection and approval, Applicant is responsible for: (L)

a. Service Extensions.

- (1) Clear Route. Providing (or paying for) a route on any private property that is clear of obstructions which would inhibit the construction of either underground or overhead Service Extensions.
- (2) Excavation. All necessary trenching, backfilling, and other digging as required including permit fees. (L)
- (3) Conduit and Substructures.
 - (a) furnishing, installing, owning, and maintaining all Conduits (including pull wires) and Substructures on Applicant's Premises.
 - (b) installing (or paying for) any Conduits and Substructures in SCE's Franchise Area (or rights-of-way, if applicable) as necessary to install the Service Extension.
 - (c) conveying ownership to SCE upon its acceptance of those Conduits and Substructures not on Applicant's Premises.
- (4) Protective Structures. Furnishing, installing, owning, and maintaining all necessary Protective Structures as specified by SCE for SCE's facilities on Applicant Premises.

b. Applicant's Facility Design and Operation. Applicant shall be solely responsible to plan, design, install, own, maintain, and operate facilities and equipment beyond the Service Delivery Point (except for SCE-owned metering facilities) in order to properly receive and utilize the type of electric service available from SCE. Refer to Rule 2 for a description, among other things, of:

- (1) Available service delivery voltages and the technical requirements and conditions to qualify for them,
- (2) Customer utilization voltages,
- (3) Load balancing requirements,
- (4) Requirements for installing electrical protective devices,
- (5) Loads that may cause service interference to others, and
- (6) Motor starting limitations.

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Rule 16
SERVICE EXTENSIONS

(Continued)

D. Responsibilities for New Service Extensions. (Continued) (T)

1. Applicant Responsibility. (Continued)

- c. Required Service Equipment. Applicant shall, at its sole liability, risk, and expense, be responsible to furnish, install, own, maintain, inspect, and keep in good and safe condition, all facilities of any kind or character on Applicant's Premises that are not the responsibility of SCE but are required by SCE for Applicant to receive service. Such facilities shall include but are not limited to the overhead or underground termination equipment, Conduits, service entrance conductors from the Service Delivery Point to the location of SCE's metering facilities, connectors, meter sockets, meter and instrument transformer housing, service switches, circuit breakers, fuses, relays, wireways, metered conductors, machinery and apparatus of any kind or character. Detailed information on SCE's service equipment requirements will be furnished by SCE.
- d. Coordination of Electrical Protective Devices. When, as determined by SCE, Applicant's load is of sufficient size as to require coordination of response time characteristics between Applicant's electrical protective devices (circuit breakers, fuses, relays, etc.) and those of SCE, it shall be Applicant's responsibility to provide such coordination in accordance with Rule 2.
- e. Liability. SCE shall incur no liability whatsoever, for any damage, loss or injury occasioned by:
 - (1) Applicant-owned equipment or Applicant's transmission and delivery of energy or,
 - (2) The negligence, omission of proper protective devices, want of proper care, or wrongful act of Applicant, or any agents, employees, or licensees of Applicant, on the part of Applicant in installing, maintaining, using, operating, or interfering with any such conductors, lines, machinery, or apparatus.

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Rule 16
SERVICE EXTENSIONS

Sheet 10 (T)

(Continued)

D. Responsibilities for New Service Extensions. (Continued) (T)

1. Applicant Responsibility. (Continued)

f. Facility Tampering. Applicant shall provide a suitable means acceptable to SCE for placing its seals on meter rings and covers of service enclosures and instrument transformer enclosures which protect unmetered energized conductors installed by Applicant. All SCE-owned meters and enclosure covers will be sealed only by SCE's authorized employees and such seals shall be broken only by SCE's authorized employees. However, in an emergency, SCE may allow a public authority or other appropriate party to break the seal. Any unauthorized tampering with SCE-owned seals or connection of Applicant-owned facilities to unmetered conductors at any time is prohibited and is subject to the provisions of Rule 11 for unauthorized use.

g. Transformer Installations on Applicant's Premises. Transformer installations on Applicant's Premises shall be as specified by SCE and in accordance with the following applicable provisions:

(1) Space for Transformers. Applicant shall provide space on Applicant's Premises at a location approved by SCE for a standard transformer installation including any necessary switches, capacitors, and electric protective equipment where required if (a) in an overhead area, SCE determines that the load to be served is such that a separate transformer installation, or (b) if SCE determines that the installation of a padmounted or subsurface transformer of any size is required on Applicant's Premises to serve only Applicant.

(2) Padmounted Equipment. In SCE's standard installation, Applicant shall furnish, install, own, and maintain, at its expense, Substructures and any required Protective Structures as specified by SCE for the proper installation of the transformer, switches, capacitors, etc. as determined by SCE.

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Rule 16
SERVICE EXTENSIONS

(Continued)

D. Responsibilities for New Service Extensions. (Continued) (T)

1. Applicant Responsibility. (Continued)

g. Transformer Installations on Applicant's Premises. (Continued)

(3) Single SCE-Owned Customer Substation. When SCE elects for its operating convenience to supply Applicant from a transmission line and install a SCE-owned substation on Applicant's Premises, Applicant shall furnish, install, own and maintain at its expense the necessary site improvements as specified by SCE for the proper installation of the transformer. Such improvements shall include but are not limited to a concrete pad or foundation, grounding system, fences and gates, access road, grading, and paving as required, etc. Detailed information on SCE's requirements for a single customer substation will be furnished by SCE.

(4) Transformer Room or Vault. Where Applicant requests and SCE approves the installation of the transformer(s) in a vault or room on Applicant's Premises, rather than SCE's standard padmounted installation,

(a) The room or vault on Applicant's Premises shall be furnished, installed, owned, and maintained by Applicant and shall meet SCE's specifications for such things as access, ventilation, drainage, grounding system, etc.

(b) If space cannot be provided on Applicant's Premises for the installation of a transformer on either a pad or in a room or vault, a vault will be installed at Applicant's expense in the street near the property line. It shall be Applicant's responsibility to install (or pay for) such vault if not restricted by governmental authority having jurisdiction and Applicant shall convey ownership of the vault to SCE upon its acceptance. The additional facilities shall be treated as special or added facilities under the provisions of Rule 2:

If SCE's installed cost for the transformer in the room or vault is more costly than the standard padmounted transformer installation, the additional costs shall be paid by Applicant as special or added facilities:

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Rule 16
SERVICE EXTENSIONS

(Continued)

D. Responsibilities for New Service Extensions. (Continued) (T)

1. Applicant Responsibility. (Continued)

g. Transformer Installations on Applicant's Premises. (Continued)

(5) Transformer Lifting Requirements. Where SCE has installed or agrees to install, transformers at locations where SCE cannot use its standard transformer lifting equipment and special lifting facilities are required to install or remove the transformers on Applicant's Premises, Applicant shall, at its expense, (a) furnish, install, own, and maintain permanent lifting facilities and be responsible for lifting the transformer to and from its permanent position, or (b) provide (or pay for) portable lifting facilities acceptable to SCE for installing or removing the transformers. Rights-of-way and space provisions shall be provided by Applicant such that access and required clearances from adjacent structures can be maintained. SCE may require a separate contract for transformer lifting requirements.

(6) Overhead Transformers. In remote areas or in areas not zoned for residential or commercial use or for underground services, padmounted transformers are preferred for installation on Applicant's Premises however, where SCE determines that it is not practical to install a transformer on a pad, in a room or vault, SCE may furnish a pole-type structure for an installation not exceeding 500 kVA.

h. Building Code Requirements. Any service equipment and other related equipment owned by Applicant, as well as any vault, room, enclosure, or lifting facilities for the installation of transformers shall conform with applicable laws, codes, and ordinances of all governmental authorities having jurisdiction.

i. Reasonable Care. Applicant shall exercise reasonable care to prevent SCE's Service Extension, other SCE facilities, and meters owned by SCE or others on the Applicant's Premises from being damaged or destroyed, and shall refrain from interfering with SCE's operation of the facilities and shall notify SCE of any obvious defect. Applicant may be required to provide and install suitable mechanical protection (barrier posts, etc.) as required by SCE.

(Continued)

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Rule 16
SERVICE EXTENSIONS

Sheet 13 (T)

(Continued)

D. Responsibilities for New Service Extensions. (Continued) (T)

2. SCE Responsibility.

a. Service, Meter, and Transformer. SCE will furnish, install, own, and maintain the following Service Facilities as applicable after Applicant meets all requirements to receive service:

- (1) **Underground Service.** A set of service conductors to supply permanent service from the Distribution Line source to the Service Delivery Point approved by SCE.
- (2) **Riser Materials.** Any necessary pole riser material for connecting underground services to an overhead Distribution Line.
- (3) **Overhead Service.** A set of overhead service conductors and support poles to supply permanent service from a Distribution Line source to a suitable support at the Service Delivery Point approved by SCE. Such support shall be of a type and located such that service wires may be installed in accordance with good engineering practice and in compliance with all applicable laws, ordinances, rules, and regulations including those governing clearances and points of attachment.
- (4) **Metering.** When the meter is owned by SCE, SCE will be responsible for the necessary instrument transformers where required, test facilities, meters, associated metering equipment, and the metering enclosures when SCE elects to locate metering equipment at a point that is not accessible to Applicant.
- (5) **Transformer.** The transformer where required, including any necessary switches, capacitors, electrical protective equipment, etc. When either a padmounted or overhead transformer is installed on Applicant's Premises, the Service Extension shall include the primary conductors from the connection point at the distribution supply line to the transformer and the secondary conductors, if any, from the transformer to the Service Delivery Point.

(Continued)

(To be inserted by utility)
 Advice 2334-E-B
 Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
 Date Filed May 28, 2010
 Effective Jun 21, 2010
 Resolution E-4329



Rule 16
SERVICE EXTENSIONS

Sheet 14 (T)

(Continued)

D. Responsibilities for New Service Extensions. (Continued) (T)

2. SCE Responsibility. (Continued)

- b. Special Conduit Installations. SCE shall own and maintain service Conduits only if: (1) they are located in the same trench with distribution facilities, and (2) when it is necessary to locate Conduits on property other than that owned by Applicant, as determined by SCE, or as may be required by local authorities.
- c. Cable-In-Conduit. In those cases where SCE had elected to install conductors using pre-assembled cable-in-conduit (CIC), the conduit portion will be considered a part of the conductor installation provided by SCE.
- d. Government Inspection. SCE will establish electric service to Applicant following notice from the governmental authority having jurisdiction that the Applicant-owned facilities have been installed and inspected in accordance with any applicable laws, codes, ordinances, rules, or regulations, and are safe to energize.

3. Installation Options.

- a. SCE-Performed Work. Where requested by Applicant and mutually agreed upon, SCE may perform that portion of the new Service Extension work normally the responsibility of Applicant according to Section D.1 above provided Applicant pays SCE its estimated installed cost.
- b. Applicant-Performed Work. Under competitive bidding, the applicant may install that portion of the new Service Extension normally installed and owned by SCE in accordance with the same provisions outlined in Rule 15.

E. Allowances and Payments by Applicant

- 1. Allowances. The allowance for Distribution Line Extensions, Service Extensions, or a combination thereof, for Permanent Residential and Non-Residential service is determined by SCE in accordance with the provisions of Rule 15, Section C. The allowance will first be applied to the Service Extension. Any excess allowance will be applied to the Distribution Line Extension, in accordance with Rule 15, to which the Service Extension is connected.

(Continued)

(To be inserted by utility)

Advice 2334-E-B
 Decision _____

14011

Issued by

Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed May 28, 2010
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Rule 16
SERVICE EXTENSIONS

Sheet 15 (T)

(Continued)

E. Allowances and Payments by Applicant. (Continued)

2. Seasonal, Intermittent, Emergency and Insignificant Loads. When an Applicant requests service that requires a Service Extension to serve loads that are Seasonal or Intermittent, the allowance for such loads shall be determined using the formula in Rule 15. No allowance will be provided where service is used only for emergency purposes, or for Insignificant Loads.

3. Payments. Applicant is responsible to pay SCE the following non-refundable costs as applicable under this rule and in advance of SCE commencing its work:
 - a. Pole Riser. SCE's estimated installed costs of any riser materials on its poles.
 - b. Excess Service. SCE's total estimated installed cost (including appurtenant facilities, such as connectors, service conductors, service transformers, and metering equipment) in excess of the allowance.
 - c. Tax. Any payments or contribution of facilities by Applicant are taxable Contributions in Aid of Construction (CIAC) and shall include an Income Tax Component of Contribution (ITCC) for state and federal tax at the rate provided in SCE's Preliminary Statement.
 - d. Other. SCE's total estimated installed cost for any work it performs that is Applicant's responsibility or performs for the convenience of Applicant.

F. Existing Service Facilities.

1. Service Reinforcement
 - a. SCE Owned. When SCE determines that its existing Service Facilities require replacement, the existing Service Facilities shall be replaced as a new Service Extension under the provisions of this rule.

(Continued)

(To be inserted by utility)

Advice 2334-E-B
 Decision _____

15C10

Issued by

Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed May 28, 2010
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 Resolution E-4329



Rule 16
SERVICE EXTENSIONS

Sheet 16 (T)

(Continued)

F. Existing Service Facilities. (Continued)

1. Service Reinforcement. (Continued)

- b. Applicant-Owned. When SCE determines that existing Applicant-owned service facilities (installed under a prior rule) require replacement, such replacement shall be accomplished under the provisions for a new Service Extension, except that if SCE determines that any portion of Applicant's existing service conductors can be utilized by SCE, Applicant will convey any such usable part to SCE and an appropriate credit by SCE may be allowed to Applicant.

Applicant will replace or reinforce that portion of the Service Extension which Applicant will continue to own under the provisions of this rule for new services.

2. Service Relocation or Rearrangement.

- a. SCE Convenience. When, in the judgment of SCE, the relocation or rearrangement of a service, including SCE-owned transformers, is necessary for the maintenance of adequate service or for the operating convenience of SCE, SCE normally will perform such work at its own expense, except as provided in Sections F.2.b. and F.5.
- b. Applicant Convenience. Any relocation or rearrangement of SCE's existing Service Facilities at the request of Applicant (aesthetics, building additions, remodeling, etc.) and agreed upon by SCE shall be performed in accordance with Section D above except that Applicant shall pay SCE its total estimated costs.

In all instances, SCE shall abandon or remove its existing facilities, at the option of SCE, rendered idle by the relocation or rearrangement.

(Continued)

(To be inserted by utility)

Advice 2334-E-B
Decision _____

1609

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed May 28, 2010
Effective Jun 21, 2010
Resolution E-4329



Rule 16
SERVICE EXTENSIONS

(Continued)

F. Existing Service Facilities. (Continued)

3. Impaired Access and Clearances. Whenever SCE determines that:
 - a. Access. Its existing Service Facilities have become inaccessible for inspecting, operating, maintenance, meter reading, or testing, or
 - b. Clearances. A hazardous condition exists or any of the required clearances between the existing Service Facilities and any object becomes impaired under any applicable laws, ordinances, rules, or regulations of SCE or public authorities, then the following applies
 - c. Corrective Action. Applicant or owner shall, at Applicant's or owner's expense, either correct the access or clearance infractions or pay SCE its total estimated cost to relocate its facilities to a new location which is acceptable to SCE. Applicant or owner shall also be responsible for the expense to relocate any equipment which Applicant owns and maintains. Failure to comply with corrective measures within a reasonable time may result in discontinuance of service.

4. Overhead to Underground Service Conversions.
 - a. Rule 20. Where an existing overhead Distribution Line is replaced by an underground distribution system in accordance with Rule 20, Replacement of Overhead With Underground Electric Facilities, new underground services will be installed under Rule 16, Service Extensions.
 - b. Applicant's Convenience. Where overhead services are replaced by underground services for Applicant's convenience, Applicant shall perform all Excavation, furnish and install all Substructures, and pay SCE its total estimated installed cost to complete the new service and remove the overhead facilities.

5. Damaged Facilities: When SCE's facilities are damaged by others, the repair will be made by SCE at the expense of the party responsible for the damage. Applicants are responsible for repairing their own facilities.

(Continued)

(To be inserted by utility)
Advice 2334-E-B
Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
Date Filed May 28, 2010
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Resolution E-4329



Rule 16
SERVICE EXTENSIONS

Sheet 18 (T)

(Continued)

F. Existing Service Facilities. (Continued)

- 6. Subdivision of Premises. When SCE's Service Facilities are located on private property and such private property is subsequently subdivided into separate Premises with ownership divested to other than Applicant or customer, the subdivider is required to provide SCE with adequate rights-of-way satisfactory to SCE for its existing facilities and to notify property owners of the subdivided Premises of the existence of the rights-of-way.

When adequate rights-of-way are not granted as a result of the property subdivision, SCE shall have the right, upon written notice to Applicant, to discontinue service without obligation or liability. The existing owner, Applicant, or customer shall pay to SCE the total estimated cost of any required relocation or removal of SCE's facilities. A new electric service will be re-established in accordance with the provisions of Section D above for new service and the provisions of any other applicable SCE rules.

G. Exceptional Cases.

When the application of this rule appears impractical or unjust to either party, or ratepayers, SCE or Applicant may refer the matter to the Commission for a special ruling or for approval of special conditions which may be mutually agreed upon.

H. Definitions for Rule 16.

Applicant: A person or agency requesting SCE to supply electric service.

Conduit: Ducts, pipes, or tubes of certain metals, plastics or other materials acceptable to SCE (including pull wires and concrete encasement where required) for the installation and protection of electric wires and cables.

Distribution Lines: SCE's overhead and underground facilities which are operated at distribution voltages as set forth in SCE's Rule 2 and which are designed to supply two (2) or more services.

Excavation: All necessary trenching, backfilling, and other digging as required to install Service Extensions including furnishing of any imported backfill material, concrete encasement to protect conduit, and disposal of spoil as required, surface repair and replacement, landscape repair and replacement.

(Continued)

(To be inserted by utility)

Advice 2334-E-B
Decision _____

18C9

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Akbar Jazayeri
Vice President

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Resolution E-4329



Rule 16
SERVICE EXTENSIONS

Sheet 19 (T)

(Continued)

H. Definitions for Rule 16. (Continued)

Franchise Area: Public streets, roads, highways, and other public ways and places where SCE has a legal right to occupy under franchise agreements with governmental bodies having jurisdiction.

Insignificant Loads: Small operating loads such as gate openers, valve controls, clocks, timing devices, fire protection equipment, alarm devices, etc.

Intermittent Loads: Loads which, in the opinion of SCE, are subject to discontinuance for a time or at intervals.

Premises: All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.

Protective Structures: Fences, retaining walls (in lieu of grading), sound barriers, posts, barricades and other structures as required by SCE.

Seasonal Service: Electric service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part-time establishments.

Service Delivery Point: Where SCE's Service Facilities are connected to either Applicant's conductors or other service termination facility designated and approved by SCE.

Service Extension: The overhead and underground primary or secondary facilities (including, but not limited to SCE-owned Service Facilities and Applicant-owned service facilities) extending from the point of connection at the Distribution Line to the Service Delivery Point. When an underground Service Extension is supplied from a SCE-designated overhead pole, the beginning point of connection to SCE's Distribution Line shall be where the Service Extension is connected to SCE's overhead Distribution Line conductors.

Substructures: The surface and subsurface structures which are necessary to contain or support SCE's electric facilities. This includes but is not limited to splice boxes, pull boxes, equipment vaults and enclosures, foundations or pads for surface-mounted equipment.

(To be inserted by utility)
 Advice 2334-E-B
 Decision _____

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
 Date Filed May 28, 2010
 Effective Jun 21, 2010
 Resolution E-4329

FORM 16-330



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

Revised Cal. PUC Sheet No. 45098-E
Cancelling Revised Cal. PUC Sheet No. 43171-E

Sheet 1

CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
RULE 15

FORM 16-330

(To be inserted by utility)

Advice 2336-E
Decision 09-03-025

Issued by

Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Mar 30, 2009
Effective Apr 4, 2009
Resolution _____

CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
RULE 15

1. PARTIES

This Contract for Extension of Electric Distribution Line ("Contract") is issued this ____ day of _____, ____.

The Parties to this Contract are:

("Applicant")

and Southern California Edison Company ("SCE"). Applicant and SCE are referred to individually as "Party" and collectively as "Parties".

2. RECITALS

Applicant has requested SCE, pursuant to SCE's Rule 15, Distribution Line Extensions, to install an electric Distribution Line Extension to the location or locations described as follows:

(Hereinafter referred to as "Project")

3. AGREEMENT

3.1 Responsibilities of Applicant

Construction

Applicant shall, in accordance with SCE's specifications and timing requirements for the Project:

- o Perform route clearing, tree trimming, trenching, excavating, and backfilling and compacting;
- o Furnish imported backfill material and dispose of trench spoil as required;
- o Furnish, install and transfer ownership to SCE any substructures, conduit, and protective structures required;
- o Obtain any necessary construction permits for all work performed by Applicant under this Contract.

If Applicant elects to have SCE perform any part of this work, Applicant shall pay to SCE, as specified herein and before the start of construction, SCE's estimated-installed costs thereof.

Rights of Way

Applicant hereby grants to SCE the rights of way and easements for the Distribution Line Extension over the shortest, most practical, available, and acceptable route within Applicant's property for the purpose of making delivery of electric service hereunder. Such easement shall include the right of access and right to trim trees as necessary. Where formal rights of way, easements, land leases, or permits are required by SCE for installation of facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that SCE shall not be obligated to install the Distribution Line Extension for the Project unless and until any necessary permanent rights of way, easements, land leases, and permits, satisfactory to SCE, are granted to or obtained for SCE without cost to or condemnation by SCE.

Advances

Applicant shall contribute or advance, before the start of construction, the refundable and non-refundable amounts as set forth in Appendix A to this Contract. This includes the costs for substructures and conduits which SCE had previously installed at its expense in anticipation of the current Distribution Line Extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the Distribution Line Extension shall be furnished or paid for by Applicant and shall be installed by SCE.

All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contribution (ITCC) at the rate provided in SCE's Preliminary Statement. ITCC will be either refundable or non-refundable depending on whether the corresponding contribution or advance is refundable or non-refundable.

Joint Applicants. The total contribution or advance from joint Applicants will be apportioned by SCE among the members of the group in such manner as Applicants mutually agree.

3.2 Responsibilities of SCE

Construction

SCE shall install, own, operate, and maintain the Distribution Line Extension to serve the Project. SCE will install only those facilities that, in SCE's judgment, will be used within a reasonable time to serve permanent loads.

Refunds

SCE shall make refunds to Applicant in accordance with the provisions of Rule 15.

3.3 Ownership of Facilities

Title to and ownership of the Distribution Line Extension shall vest in SCE. Applicant does hereby agree that upon completion and acceptance by SCE of any Applicant-installed facilities, title to each and every component part thereof shall immediately pass to SCE free and clear of all liens and encumbrances.

3.4 Service Facilities

Service extensions shall be installed pursuant to SCE's Rule 16, Service Extensions.

3.5 Street Lighting Facilities

Street lighting and Distribution Line Extensions within the Project solely for service to street lighting equipment shall be installed in accordance with the appropriate street light tariff schedule. Street light revenues are not applicable toward allowances or refunds for Distribution Line Extensions. Electroliers shall be located at points determined by the governmental agency having jurisdiction over streets to be dedicated to that agency or by Applicant for privately owned and maintained streets open to and used by the general public.

3.6 Non-Refundable Discount Option

In lieu of contributing the total refundable amount, Applicant has the option of contributing, on a non-refundable basis, a percentage of such refundable amount as set forth in Appendix A to this Contract. Applicant has or has not chosen this option as indicated by signature on Appendix A.

3.7 Refunds

The total refundable amount shall be subject to refund, without interest, in accordance with the provisions of Rule 15, which include the following:

Residential. Refunds will be made on the basis of any new customer permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund will represent that portion of the Distribution Line Extension cost not supported by revenues.

Non-Residential. Refunds will be made on the basis of Applicant or any new customer permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. SCE shall be responsible to review Applicant's actual net revenue for the first three years from the date SCE is first ready to serve. Applicant shall be responsible for notifying SCE if new, permanent load is added the fourth through tenth year from the date SCE is first ready to serve. Such review shall determine if additional net revenue justifies refunds to Applicant.

Unsupported Distribution Line Extension Cost. When any portion of a refundable amount has not qualified for a refund at the end of twelve (12) months from the date SCE is first ready to serve, Applicant will pay to SCE a Monthly Ownership Charge of 0.4% on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly ownership charge ("base"). The Monthly Ownership Charge includes replacement for 60 years at no additional cost and is derived from the Customer-Financed With Replacement at Additional Cost Added Facilities rates determined in SCE's general rate case proceeding and/or periodic annual review. Monthly ownership charges are distinct from the refundable amount and will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants. (1)

The monthly ownership charges herein shall automatically increase or decrease if the California Public Utilities Commission should subsequently authorize a higher or lower percentage rate for the monthly ownership charges, effective on the date of such authorization.

Refund Period. The total refundable amount is subject to refund for a period of ten (10) years after the Distribution Line Extension is first ready to serve. Any unrefunded amount remaining at the end of the ten-year period shall become property of SCE.

3.8 Payment Adjustments

Contract Compliance. If, after six (6) months following the date SCE is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay to SCE an additional contribution, based on the allowances for the loads actually installed.

Excess Facilities. If the load information provided by Applicant results in SCE having installed facilities which are in excess of those needed to serve the actual loads, and SCE elects to reduce such excess facilities, Applicant shall pay to SCE its estimated total costs to remove, abandon, or replace the excess facilities, less the estimated salvage of any removed facilities.

3.9 Reimbursement to Applicant

Where mutually agreed upon by SCE and Applicant, Applicant may perform SCE's work or install facilities normally installed by SCE. Such work shall be in accordance with SCE's specifications and timing requirements. SCE shall reimburse Applicant SCE's estimated installed cost of such facilities and work by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon acceptance of the work and facilities by SCE.

3.10 Delays in Construction

Force Majeure. SCE shall not be responsible for any delay in the installation or completion of the facilities by SCE resulting from the late performance of Applicant's responsibilities under this Contract, shortage of labor or material, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgements of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of SCE.

Resources. SCE shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond SCE's control.

Contract Revision. If Applicant does not commence installation of any facilities which are Applicant's responsibility or SCE is prevented from commencing the installation of the facilities for causes beyond its reasonable control within one year from the effective date of this Contract, SCE may, in its discretion, revise its cost estimate and recalculate the refundable and/or non-refundable amounts set forth herein. SCE will notify Applicant of such increased costs and give the option to either terminate this Contract or pay SCE the additional charges.

3.11 Contract Termination

If at any time during the term of this Contract, SCE is not the sole deliverer of electrical requirements for the Project, this Contract may be terminated. Upon termination of the Contract, Applicant agrees to forfeit that portion of the advance paid to SCE for its expenses covering any engineering, surveying, right of way acquisition and other associated work incurred by SCE. If such expenses are greater or less than the refundable and/or non-refundable advance, Applicant shall pay to SCE, or SCE shall refund the balance to Applicant, without interest, as the case may be.

3.12 Indemnification

Applicant shall, at its own cost, defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Applicant or its contractor and employees, officers or agents of either Applicant or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Contract.

3.13 Assignment of Contract

Applicant may assign this Contract, in whole or in part, only if SCE consents in writing and the party to whom the Contract is assigned agrees in writing, to perform the obligations of Applicant hereunder. Assignment of the Contract shall not release Applicant from any of the obligations under this Contract unless otherwise provided therein.

3.14 Joint and Several Liability

Where two or more individuals or entities are joint Applicants under this Contract, all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

3.15 Warranty

Applicant warrants that all work and/or equipment furnished or installed by Applicant or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by SCE and extend for one (1) year. Should the work develop defects during that period, SCE, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Applicant repair or replace the defective work and/or equipment and, in either event, Applicant shall be liable for all costs associated with such repair and/or replacement. Applicant upon demand by SCE, shall promptly correct, to SCE's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

3.16 Contract Effective Date

This Contract shall not be effective unless it is (1) executed and delivered by Applicant to SCE together with payment required hereunder within ninety (90) days of the date in Paragraph 1 of this Contract and (2) accepted by SCE. This Contract shall then be effective on the date executed by SCE and shall take effect without further notice to Applicant.

3.17 Commission Jurisdiction

This Contract is subject to the applicable provisions of SCE's tariffs, including Rule 15, filed and authorized by the California Public Utilities Commission.

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

3.18 Completion Date

The completion date requested by Applicant is _____.

4. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

APPLICANT(S)

CORPORATION, PARTNERSHIP, OR DBA: _____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

ADDITIONAL SIGNATURES FOR JOINT APPLICANTS

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

APPORTIONMENT OF ADVANCE AMONG JOINT APPLICANTS:

SOUTHERN CALIFORNIA EDISON COMPANY

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

DATE EXECUTED: _____

DATE SCE FIRST READY TO SERVE: ____

WORK ORDER NO. _____

ASSOCIATED WORK ORDER NOS. _____

FORM 16-331



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

Revised Cal. PUC Sheet No. 45099-E
 Cancelling Revised Cal. PUC Sheet No. 43172-E

Sheet 1

CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
 RULE 15
 INSTALLATION BY APPLICANT

Form 16-331

(To be inserted by utility)

Advice 2336-E
 Decision 09-03-025

Issued by

Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Mar 30, 2009
 Effective Apr 4, 2009
 Resolution _____

CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
RULE 15
INSTALLATION BY APPLICANT

1. PARTIES

This Contract for Extension of Electric Distribution Line ("Contract") is issued this ____ day of _____, _____.

The Parties to this Contract are:

("Applicant")

and Southern California Edison Company ("SCE"). Applicant and SCE are referred to individually as "Party" and collectively as "Parties".

2. RECITALS

Applicant has requested of SCE, pursuant to SCE's Rule 15, Distribution Line Extensions, to install an electric Distribution Line Extension to the location or locations described as follows:

(Hereinafter referred to as "Project")

3. AGREEMENT

3.1 Responsibilities of Applicant

Construction

Applicant shall install in accordance with SCE's specifications the Distribution Line Extension to serve the Project, pursuant to Rule 15, Section G, Applicant Installation Options, subject to the terms of this Contract and in accordance with the Terms and Conditions Agreement for Installation of Distribution Line Extension by Applicant, dated _____, _____, a copy of which is attached hereto as Appendix B and made a part of this Contract. Applicant will install only those facilities that, in SCE's judgement, will be used within a reasonable time to serve permanent loads.

Applicant shall, in accordance with SCE's specifications and timing requirements for the Project:

- o Submit Applicant's Contract Anticipated Costs, which are subject to refund, to perform the work normally provided by SCE, on a form provided by SCE (Form 14-754) in accordance with Rule 15, Section G.1.b;
- o Perform route clearing, tree trimming, trenching, excavating, and backfilling and compacting;
- o Furnish imported backfill material and dispose of trench spoil as required;
- o Furnish, install and transfer ownership to SCE any substructures, conduit, and protective structures required;
- o Obtain any necessary construction permits for all work performed by Applicant under this Contract.

If Applicant elects to have SCE perform any part of this work, Applicant shall pay to SCE, as specified herein and before the start of construction, SCE's estimated costs thereof.

Rights of Way

Applicant hereby grants to SCE the rights of way and easements for the Distribution Line Extension over the shortest, most practical, available, and acceptable route within Applicant's property for the purpose of making delivery of electric service hereunder. Such easement shall include the right of access and right to trim trees as necessary. Where formal rights of way, easements, land leases, or permits are required by SCE for installation of facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that SCE shall not be obligated to install the Distribution Line Extension for the Project unless and until any necessary permanent rights of way, easements, land leases, and permits, satisfactory to SCE, are granted to or obtained for SCE without cost to or condemnation by SCE.

Advances

Applicant shall contribute or advance, before the start of construction, the refundable and non-refundable amounts as set forth in Appendix A to this Contract. This includes the costs for substructures and conduits which SCE had previously installed at its expense in anticipation of the current Distribution Line Extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the Distribution Line Extension shall be furnished or paid for by Applicant and shall be installed by SCE.

All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contribution (ITCC) at the rate provided in SCE's Preliminary Statement. ITCC will be either refundable or non-refundable depending on whether the corresponding contribution or advance is refundable or non-refundable. SCE's estimated value for items, such as trenching, conduit, excavation, back-fill, sub-structures, and protective barriers, shall be used as the basis for calculating the amount of the ITCC advanced to SCE.

Joint Applicants. The total contribution or advance from joint Applicants will be apportioned by SCE among the members of the group in such manner as Applicants mutually agree.

3.2 Responsibilities of SCE

Construction

SCE shall own, operate, and maintain the Distribution Line Extension to serve the Project.

Refunds

SCE shall make refunds to Applicant in accordance with the provisions of Rule 15.

3.3 Ownership of Facilities

Title to and ownership of the Distribution Line Extension shall vest in SCE. Applicant does hereby agree that upon completion and acceptance by SCE of any Applicant-installed facilities, title to each and every component part thereof shall immediately pass to SCE free and clear of all liens and encumbrances.

3.4 Service Facilities

Service extensions shall be installed pursuant to SCE's Rule 16, Service Extensions.

3.5 Street Lighting Facilities

Street lighting and Distribution Line Extensions within the Project solely for service to street lighting equipment shall be installed in accordance with the appropriate street light tariff schedule. Street light revenues are not applicable toward allowances or refunds for Distribution Line Extensions. Electroliers shall be located at points determined by the governmental agency having jurisdiction over streets to be dedicated to that agency or by Applicant for privately owned and maintained streets open to and used by the general public.

3.6 Non-Refundable Discount Option

In lieu of contributing the total refundable amount, Applicant has the option of contributing, on a non-refundable basis, a percentage of such refundable amount as set forth in Appendix A to this Contract. Applicant has or has not chosen this option as indicated by signature on Appendix A.

3.7 Refunds

The total refundable amount shall be subject to refund, without interest, in accordance with the provisions of Rule 15, which include the following:

Residential. Refunds will be made on the basis of any new customer permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund will represent that portion of the Distribution Line Extension cost not supported by revenues.

Non-Residential. Refunds will be made on the basis of Applicant or any new customer permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. SCE shall be responsible to review Applicant's actual net revenue for the first three years from the date SCE is first ready to serve. Applicant shall be responsible for notifying SCE if new, permanent load is added the fourth through tenth year from the date SCE is first ready to serve. Such review shall determine if additional net revenue justifies refunds to Applicant.

Unsupported Extension Cost. When any portion of a refundable amount has not qualified for a refund at the end of twelve (12) months from the date SCE is first ready to serve, Applicant will pay to SCE a Monthly Ownership Charge of 0.4% on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly ownership charge ("base"). The Monthly Ownership Charge includes replacement for 60 years at no additional cost and is derived from the Customer-Financed With Replacement at Additional Cost Added Facilities rates determined in SCE's general rate case proceeding and/or periodic annual review. Monthly ownership charges are distinct from the refundable amount and will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants. (l)

The monthly ownership charges herein shall automatically increase or decrease if the California Public Utilities Commission should subsequently authorize a higher or lower percentage rate for the monthly ownership charges, effective on the date of such authorization.

Refund Period. The total refundable amount is subject to refund for a period of ten (10) years after the Distribution Line Extension is first ready to serve. Any unrefunded amount remaining at the end of the ten-year period shall become property of SCE.

3.8 Payment Adjustments

Contract Compliance. If, after six (6) months following the date SCE is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay to SCE an additional contribution, based on the allowances for the loads actually installed.

Excess Facilities. If the load information provided by Applicant results in SCE having installed facilities which are in excess of those needed to serve the actual loads, and SCE elects to reduce such excess facilities, Applicant shall pay to SCE its estimated total costs to remove, abandon, or replace the excess facilities, less the estimated salvage of any removed facilities.

3.9 Reimbursement to Applicant

Where mutually agreed upon by SCE and Applicant, Applicant may perform SCE's work or install facilities normally installed by SCE. Such work shall be in accordance with SCE's specifications and timing requirements. SCE shall reimburse Applicant SCE's estimated installed cost of such facilities and work by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon acceptance of the work and facilities by SCE.

3.10 Delays in Construction

Force Majeure. SCE shall not be responsible for any delay in the installation or completion of the facilities by SCE resulting from the late performance of Applicant's responsibilities under this Contract, shortage of labor or material, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgements of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of SCE.

Resources. SCE shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond SCE's control.

Contract Revision. If Applicant does not commence installation of any facilities which are Applicant's responsibility or SCE is prevented from commencing the installation of the facilities for causes beyond its reasonable control within one year from the effective date of this Contract, SCE may, in its discretion, revise its cost estimate and recalculate the refundable and/or non-refundable amounts set forth herein. SCE will notify Applicant of such increased costs and give the option to either terminate this Contract or pay SCE the additional charges.

3.11 Contract Termination

If at any time during the term of this Contract, SCE is not the sole deliverer of electrical requirements for the Project, this Contract may be terminated. Upon termination of the Contract, Applicant agrees to forfeit that portion of the advance paid to SCE for its expenses covering any engineering, surveying, right of way acquisition and other associated work incurred by SCE. If such expenses are greater or less than the refundable and/or non-refundable advance, Applicant shall pay to SCE, or SCE shall refund the balance to Applicant, without interest, as the case may be.

3.12 Indemnification

Applicant shall, at its own cost, defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Applicant or its contractor and employees, officers or agents of either Applicant or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Contract.

3.13 Assignment of Contract

Applicant may assign this Contract, in whole or in part, only if SCE consents in writing and the party to whom the Contract is assigned agrees in writing, to perform the obligations of Applicant hereunder. Assignment of the Contract shall not release Applicant from any of the obligations under this Contract unless otherwise provided therein.

3.14 Joint and Several Liability

Where two or more individuals or entities are joint Applicants under this Contract, all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

3.15 Warranty

Applicant warrants that all work and/or equipment furnished or installed by Applicant or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by SCE and extend for one (1) year. Should the work develop defects during that period, SCE, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Applicant repair or replace the defective work and/or equipment and, in either event, Applicant shall be liable for all costs associated with such repair and/or replacement. Applicant upon demand by SCE, shall promptly correct, to SCE's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

3.16 Contract Effective Date

This Contract shall not be effective unless it is (1) executed and delivered by Applicant to SCE together with payment required hereunder within ninety (90) days of the date in Paragraph 1 of this Contract and (2) accepted by SCE. This Contract shall then be effective on the date executed by SCE and shall take effect without further notice to Applicant.

3.17 Commission Jurisdiction

This Contract is subject to the applicable provisions of SCE's tariffs, including Rule 15, filed and authorized by the California Public Utilities Commission.

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

3.18 Completion Date

The completion date requested by Applicant is _____.

3.19 Certification

Applicant certifies that its contract anticipated costs, which are subject to refund, to perform the work normally provided by SCE, as submitted to SCE on Form 14-754 for the execution of this Contract, are true and accurate to the best knowledge of the Applicant.

4. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

APPLICANT(S)

CORPORATION, PARTNERSHIP, OR DBA: _____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

ADDITIONAL SIGNATURES FOR JOINT APPLICANTS

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

APPORTIONMENT OF ADVANCE AMONG JOINT APPLICANTS:

SOUTHERN CALIFORNIA EDISON COMPANY

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

DATE EXECUTED: _____

DATE SCE FIRST READY TO SERVE: _____

WORK ORDER NO. : _____

ASSOCIATED WORK ORDER NOS. _____

CERTIFICATE OF SERVICE

I hereby certify that, pursuant to the Commission's Rules of Practice and Procedure, I have this day served a true copy of **OPENING BRIEF OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E)** on all parties identified on the attached service list(s). Service was effected by one or more means indicated below:

Transmitting the copies via e-mail to all parties who have provided an e-mail address.
First class mail will be used if electronic service cannot be effectuated.

Executed this **10th day of August, 2010**, at Rosemead, California.

/S/ Melissa Schary_____

Melissa Schary
Project Analyst
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770



California Public
Utilities Commission

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CALIFORNIA PUBLIC UTILITIES COMMISSION

Service Lists

PROCEEDING: C0911009 - SOLOMON DBA REGENCY

FILER: PETER SOLOMON

LIST NAME: LIST

LAST CHANGED: APRIL 16, 2010

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PETER SOLOMON
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FOR: REGENCY HOMES

Information Only

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ROSEMEAD, CA 91770

JENNIFER M. TSAO SHIGEKAWA
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CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW JUDGES
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