



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

Original      Cal. PUC Sheet No. 57074-E  
Cancelling      Cal. PUC Sheet No.

Sheet 1

SCHEDULE LS-1 OPTION E,  
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT  
RATE AGREEMENT

Form 14-965

(To be inserted by utility)  
Advice      3241-E  
Decision    14-10-046

Issued by  
R.O. Nichols  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed    Jun 30, 2015  
Effective      Jun 1, 2016  
Resolution    \_\_\_\_\_

**SOUTHERN CALIFORNIA EDISON COMPANY**  
**SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)**  
**FIXTURE REPLACEMENT RATE AGREEMENT**

This Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Agreement), effective this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_ (Effective Date), is entered into between Southern California Edison Company (SCE) and \_\_\_\_\_, an SCE customer taking service on Schedule LS-1 (Applicant), referred to collectively as "Parties," and individually as "Party." This Agreement provides for SCE, at Applicant's request, to replace the existing street lighting fixtures serving Applicant's premises with Light Emitting Diode (LED) street lighting fixtures to achieve energy efficiency benefits for Applicant, as set forth in Special Condition 14, Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement, of Schedule LS-1.

The Parties agree as follows:

**1. LED FIXTURES**

SCE shall install, own, operate, and maintain LED Fixtures for Applicant as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The LED Fixtures provided hereunder shall at all times remain the property of SCE.

**2. LED FIXTURE REPLACEMENT COSTS**

- 2.1 The replacement costs of the LED Fixtures provided hereunder shall be borne by Applicant.
- 2.2 Applicant shall pay the charge for the LED Fixtures Replacement rate, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of Schedule LS-1. Applicant elects Option E in lieu of an upfront, one-time payment of the replacement costs.
- 2.3 SCE does not guarantee that any energy or bill savings will accrue to Applicant as a result of the LED Fixture replacements.

**3. COMMENCEMENT OF SERVICE**

The Parties agree that SCE has the right to charge Applicant, and Applicant has an obligation to pay SCE, for the charges set forth in Schedule LS-1, Option E, commencing on the date SCE begins serving the LED Fixtures installed pursuant to this Agreement.

**4. TERM AND TERMINATION**

- 4.1 This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years from the commencement of service as specified in Section 3 above (Term).
- 4.2 Applicant may terminate this Agreement at any time during the Term upon a thirty (30) - day advance written notice, provided that Applicant, prior to or within the 30-day advance notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises served by the street lighting fixtures replaced under this Agreement and will take service under Option E of Schedule LS-1 effective as of the date of termination; *otherwise*, Applicant shall pay a one-time termination charge equal to the present value of the balance of the EEPC of Option E over the remaining Term. The present value is determined based on SCE's authorized rate of return on rate base, or discounted rate of 7.90%.

**SOUTHERN CALIFORNIA EDISON COMPANY  
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)  
FIXTURE REPLACEMENT RATE AGREEMENT**

**5. AMENDMENTS; ASSIGNMENTS**

- 5.1 Any changes or amendments to this Agreement must be in writing and must be executed by the Applicant and SCE and, if required, be approved by the California Public Utilities Commission (Commission).
- 5.2 Applicant shall not assign this Agreement without the prior written consent of SCE; provided, however, that Applicant may assign the Agreement pursuant to the terms and conditions of Section 4.2 above, and the NPI must assume all rights and obligations under this Agreement for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.

**6. NOTICE**

Any notice either Applicant or SCE may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. certified or registered mail, postage prepaid, to the person designated to receive notice for the other Party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Applicant:

SCE:

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State, Zip)

Business Customer Division  
Southern California Edison Company  
2244 Walnut Grove Avenue  
Rosemead, CA 91770

**7. NONWAIVER**

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

**8. SEVERABILITY**

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected.

**9. APPLICABLE LAWS, RULES, AND REGULATIONS**

This Agreement shall be subject to, and interpreted under the laws, rules, decisions and regulations of the State of California, without regard to its conflict of laws principles, the Commission, and SCE's Commission-approved tariffs.

**SOUTHERN CALIFORNIA EDISON COMPANY  
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)  
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**10. CALIFORNIA PUBLIC UTILITIES COMMISSION JURISDICTION**

- 10.1 This is a filed form tariff agreement authorized by the Commission for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or authorized by the Commission. This Agreement is to be used in conjunction with Schedule LS-1 and supplements the terms and conditions of the Applicant's electric service under Schedule LS-1.
- 10.2 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10.3 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

**11. ENTIRE AGREEMENT**

This Agreement, including SCE's Commission-approved tariffs, constitutes the complete agreement and understanding between the Applicant and SCE regarding the LED Fixtures replacement costs. Prior agreements, representations, understandings, whether expressed or implied, and communications, oral or written, between the Applicant and SCE shall not be construed to be a part of this Agreement.

**12. AUTHORIZATION SIGNATURE**

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

**APPLICANT**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE SIGNED:** \_\_\_\_\_

**SOUTHERN CALIFORNIA EDISON COMPANY**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE SIGNED:** \_\_\_\_\_

**SOUTHERN CALIFORNIA EDISON COMPANY**  
**EXHIBIT "A"**  
**SCHEDULE LS-1 OPTION E,**  
**ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT**

APPLICANT

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CUSTOMER ACCOUNT NO.

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SERVICE ACCOUNT NO.

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(Additional account numbers/addresses may be attached hereto.)

SERVICE ADDRESS

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**APPLICANT REQUESTED READY TO SERVE DATE**

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SCE READY TO SERVE DATE \_\_\_\_\_

DESCRIPTION OF **LED** FIXTURES/SCOPE OF WORK: SPECIFY HOW MANY STREET LIGHTING  
FIXTURE REPLACEMENTS ARE BEING REQUESTED AND AGREED TO UNDER THIS  
AGREEMENT AND OTHER RELEVANT DETAILS.

W.O. No(s): \_\_\_\_\_